

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
CA No. 1877CV01131

MATTHEW KADY, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

VALLEY TOWING INC.,

Defendant.

LEGAL NOTICE
PENDENCY OF PROPOSED SETTLEMENT
OF CLASS ACTION AND HEARING ON PROPOSED SETTLEMENT

TO: All involuntary tow recipients during the period from August 6, 2014, through the date of this notice, by Valley Towing, Inc. and who were charged a Certified Mail and/or City Fee (the "Class").

This Notice Provides Information About the Proposed Settlement and How It May Affect the Rights and Obligations of Class Members If It Is Approved.

A settlement ("Settlement") has been proposed in a certified class action lawsuit pending in Essex Superior Court. The terms of the proposed settlement are set forth in a written settlement agreement ("Settlement Agreement"). If the Court gives final approval to the Settlement Agreement, distribution of settlement funds ("Settlement Funds") will be issued in accordance with the terms of the Settlement Agreement without further action being required.

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OBJECT	You may submit a written objection to Class Counsel with reasons why you believe the settlement should not be approved. The deadline to submit an Objection is March 25, 2023.
ATTEND THE FINAL APPROVAL HEARING	<p>The Court will hold a “Final Approval Hearing” whether to grant final approval to the Settlement, whether to approve legal fees and expenses requested by Class Counsel, and whether to approve an incentive award to the Plaintiff for his services in connection with the Action. The Final Approval Hearing is scheduled for April 25, 2023 at 2:30PM in Courtroom 2 in the Essex Superior Court, 43 Appleton Street, Lawrence, MA 01840.</p> <p>If you file a timely written objection, you may be entitled to speak and present evidence at the at the Final Approval Hearing. If you wish to be heard at the Final Approval Hearing, you must follow the procedures set forth herein.</p>
DO NOTHING	If you choose to do nothing, upon final approval of the Settlement Agreement, funds will be distributed in accordance with the terms of the Settlement Agreement without the need for any action on your part.

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of the Action has preliminarily approved the Settlement Agreement and must decide whether to give final approval to the Settlement Agreement. The relief provided, and agreed upon, will be provided only if the Court gives final approval to the Settlement Agreement and, if there are any appeals, after the appeals are resolved in favor of the Settlement Agreement.

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BACKGROUND FORMATION

1. What is this Notice?

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can view a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), please see Section 13 below.

2. What is the Action about?

On August 6, 2018, Plaintiff filed a putative class action on behalf of individuals who have paid for Certified Mail and City Fees on their invoices from Valley Towing, Inc. for vehicles towed in involuntary towing transactions. Plaintiff alleged that Valley Towing charged and collected these fees from involuntary towing recipients in violation of Massachusetts towing regulations. Valley Towing denies the allegations and any wrongdoing. The Court certified a Class consisting of all involuntary tow recipients during the period from August 6, 2014, through the date of this notice (“Class Period”), who were charged a Certified Mail and/or City Fee by Valley Towing, Inc. (the “Class”).

THIS NOTICE IS NOT AN EXPRESSION OF THE COURT’S OPINION ON THE MERITS OR THE LACK OF MERITS OF THE CLAIMS IN THE ACTION.

For information about how to learn about what has happened in the Action to date, please see Section 13 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called a “Representative Plaintiff(s)” sues on behalf of other people who may have similar claims. The company sued is called the Defendant. The purpose of a class action is to bring forward all similar claims in one judicial proceeding.

4. Why is there a Settlement?

The Court has not decided that the Representative Plaintiff or Defendant should win. Instead, both sides have agreed to a Settlement, which avoids the cost of protracted litigation and provides relief on behalf of the Class now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

You are a member of the Class if the Defendant’s records indicate that you were an involuntary tow recipient during the Class Period and you were charged a Certified Mail Fee or a City Fee. If so, Valley Towing will issue payments out of the \$60,000.00 Total Settlement Amount on a pro rata basis after first deducting any incentive payment and/or attorney fees awarded by the Court.

If you are still not sure whether you are a Class Member, you can contact Class Counsel for help. The address and phone number are as follows:

Brian McNiff
LaMothe McNiff Relethford LLC
2 Margin Street PO Box 4526, Salem MA 01970
(617) 532-0767
bmcniff@lmrfirm.com

You may also contact Class Counsel if you have general questions about the Settlement.

THE PROPOSED SETTLEMENT

6. What relief does the Settlement Provide?

Defendant will pay \$60,000.00 (“Total Settlement Amount”) on a pro rata basis after first deducting any incentive payment and/or attorney fees to be awarded by the Court to the Class Members who have been identified in Defendants records as an involuntary tow recipient who paid for Certified Mail and/or City Fees. It is the intention of the Parties that the Total Settlement Amount shall be the sole source of recovery for any and all claims for damages, reimbursement, and any other amounts sought by the Plaintiff or any of the Settlement Class Members in connection with the Action.

The Parties have agreed that any unclaimed/undeliverable funds remaining in the Total Settlement Amount after the expiration date for the last distribution check has passed shall be paid to the Massachusetts IOLTA Committee, as a cy pres designee.

THE LAWYERS IN THE ACTION AND THE REPRESENTATIVE PLAINTIFF

7. Do I have a lawyer in the Action?

The Court has ordered that the law firm of LaMothe McNiff Relethford LLC (“Class Counsel”) is to represent the interests of all Class Members. You will not be separately charged for the services of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will the lawyers be paid and how will the Representative Plaintiff receive compensation for bringing the Action?

In accordance with the terms of the Settlement Agreement, Plaintiff will apply to the Court for an Incentive Award for the Representative Plaintiff in the amount of \$10,000.00 and an Award of Costs and Fees for Class Counsel in the amount of \$20,000.00. The Court will be asked to act on this application at the Final Approval Hearing. The Court will ultimately make the final decision as to the amount to be paid to Class Counsel and to the Class Representative at the Final Approval Hearing. Defendant has reserved its right to object to the amount of the Plaintiff’s Incentive Award and Fees for Class Counsel.

DISMISSAL OF THE ACTION AND RELEASE OF ALL CLAIMS

9. What am I giving up under the Settlement?

If the Court approves the proposed Settlement Agreement, you will be releasing your claims against Defendant for the practices described herein. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendant with respect to the Defendant’s charging involuntary tow recipients for Certified Mail and/or City Fees or any other claims that are the subject of the Action or could have been asserted in the Action. For the full details of the lawsuit, the claims that have been asserted by Plaintiff, and the terms and conditions of the Settlement Agreement, you may refer to the papers on file with the

Court or contact Class Counsel. You or your attorney may examine the Court's files during regular business hours of each business day at the Civil Clerk's Office, Essex Superior Court, 43 Appleton Street, Lawrence, MA 01840.

HOW TO OBJECT TO THE SETTLEMENT

10. How do I tell the Court that I do not agree with the Settlement?

At the date, time, and location stated below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Plaintiff's application for an award of attorneys' fees and costs as well as an incentive award to the Representative Plaintiff. If you wish to present objections to the Settlement or the Agreement at the Final Approval Hearing must do so in writing, mailed or faxed to the Court and Class Counsel:

LaMothe McNiff Relethford LLC
2 Margin Street PO Box 4526, Salem MA 01970
Phone - (617) 532-0767
Fax - (617) 925-7927

Any Objections must be mailed or faxed no later than March 25, 2023, and must be contain:

- (A) the name and case number of the Action;
- (B) the full name, address, and telephone number of the person objecting;
- (C) a statement of each objection; and
- (D) a written brief detailing the specific reasons, if any, for the Objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the Objection, including an attestation of facts demonstrating that the person objecting qualifies as a Class Member by reason of having paid one of Defendant's invoices during the Class Period without receiving reimbursement from a client or otherwise. If a Class Member makes an Objection through counsel, the Class Member will be responsible for his or her attorney's fees and costs.

The objection, to be effective, must be sent by the objector or a legally authorized representative only on an individual basis and not as part of a group, class or subclass.

Any Class Member who fails to timely file such a written statement of his/her or its intention to object may be foreclosed from making any objection to this Settlement Agreement, the Incentive Award, or to the Fee and Expense Application, except as permitted by the Court.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU MAY BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND MAY NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

If you file and serve an Objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear.

FINAL APPROVAL HEARING

11. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement Agreement and will hold a hearing to decide whether to give final approval to the Settlement Agreement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement Agreement should be approved as fair, reasonable, adequate, and in the best interest of the Settlement Class and to consider the application for a representative stipend and attorneys’ fees and expenses.

12. When and where is the Final Approval Hearing?

On April 25, 2023 at 2:30pm, the Final Approval Hearing will be held on the proposed Settlement. The hearing will take place in Courtroom 2 of The Essex County Superior Courthouse, 43 Appleton Street, Lawrence, MA 01840. At the hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the proposed Settlement.

The hearing may be postponed to a different date or time or location without notice. Please check with the Court or Class Counsel for any updates about the Settlement Agreement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, the new date and/or time will be posted on the Court’s Online Docket, which can be found at: <https://www.masscourts.org/eservices/home.page.3>.

GETTING MORE INFORMATION

13. How do I get more information?

For the full details of the lawsuit, the claims that have been asserted by Plaintiff, and the terms and conditions of the Settlement Agreement, you may:

- 1.) View any materials that may be found on the Court’s Online Docket, which can be found at: <https://www.masscourts.org/eservices/home.page.3>; or
- 2.) Contact Class Counsel:

Brian McNiff
 LaMothe McNiff Relethford LLC
 2 Margin Street PO Box 4526
 Salem MA 01970
 (617) 532-0767
 bmcniff@lmrfirm.com

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE
 LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**