

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: IAS Part I

KEVIN PLUDEMAN, CHRIS HANZSEK D/B/A
HANZSEK AUDIO, SARAH JANE HUSH, OZARK
MOUNTAIN GRANITE & TILE CO., and
DENNIS E. LAUCHMAN, on behalf of themselves and
all others similarly situated,

Plaintiffs,

Index No.: 04/101059

v.

NORTHERN LEASING SYSTEMS, INC., JAY COHEN,
STEVE BERNARDONE, RICH HAHN, and
SARA KRIEGER,

Defendants.

Hon. Martin Shulman, J.S.C.

2011
FILED
JUN 30 2009
COUNTY CLERK'S OFFICE
NEW YORK

ORDER CERTIFYING CLASS UNDER ARTICLE 9, CPLR

The plaintiffs Kevin Pludeman, Chris Hanzsek d/b/a Hanzsek Audio, Sarah Jane Hush, Ozark Mountain Granite & Tile Co., and Dennis E. Lauchman, by attorney, Krishnan S. Chittur, Esq., of Chittur Associates, P.C., having duly moved for an order, pursuant to N.Y.C.P.L.R. 902, 903, and 904, allowing the maintenance of the above entitled action as a class action, describing the class, approving the contents of the proposed notice of pendency of the class action, and directing the manner of giving notice to the members of the class, upon the ground that the prerequisites of N.Y.C.P.L.R. 901 have been satisfied, which motion was denied by an order of this Court, entered September 18, 2006 (Heitler, J.S.C.), and upon plaintiffs thereafter moving to renew said motion, which motion was granted by the Decision and Order,

dated April 24, 2009 (Shulman, J.S.C.), and the motion having regularly come on to be heard.

Now, upon reading and filing the Plaintiffs' Notice of Motion to Renew Motion For Class Certification, dated November 13, 2007; the Affirmation of Krishnan Chittur, Esq., dated November 13, 2007, together with all the exhibits annexed thereto; the Affidavit of Sara Krieger In Opposition to Plaintiffs' Renewed Motion for Class Certification, dated December 24, 2007, together with all the exhibits annexed thereto; the Affirmation of Jayson D. Glassman In Opposition to Plaintiffs' Second Motion for Class Certification, dated December 24, 2007, together with all the exhibits annexed thereto; and the Reply Affirmation of Krishnan Chittur, Esq., in Further Support of Plaintiffs' Motion to Renew Motion for Class Certification, dated January 22, 2008, together with all exhibits annexed thereto; and upon all prior proceedings herein, including the Plaintiffs' Notice of Motion for Class Certification, dated July 18, 2005, the Affirmation of Krishnan Chittur, dated July 18, 2005, together with the Exhibits annexed thereto, the Affidavit of Kevin Pludeman, dated July 15, 2005, the Affidavit of Chris Hanzsek, dated July 15, 2005, the Affidavit of Sarah Jane Hush, dated July 15, 2005, the Affidavit of Dennis E. Lauchman, dated July 15, 2005, the Affirmation of Benjamin Kaufman In Support of Defendants' Opposition to Plaintiffs' Motion for Class Certification, dated October 11, 2005, together with all of the Exhibits annexed thereto, the Affidavit of Sara Krieger in Opposition to Plaintiffs' Motion for Class Certification, sworn to on October 11, 2005, together with all of the Exhibits annexed thereto, and the Reply Affirmation of Krishnan Chittur, Esq. in Further Support of Plaintiffs' Motion for Class Certification, dated October 28, 2005, and due deliberation having been had therein, and the Court

(Shulman, J.S.C.) having issued a Decision and Order, dated April 24, 2009 (the "Decision and Order"), and the Court having found that the prerequisites of N.Y.C.P.L.R. 901 have been satisfied in that: the class is so numerous that joinder of all members is impracticable, there are questions of law or fact common to the class which predominate over any questions affecting only individual members, the claims of the plaintiffs above named are typical of the class, the plaintiffs above named will fairly and adequately protect the interests of the class, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, and after due deliberation having been held thereon, it is hereby

ORDERED, that Plaintiffs' motion for leave to renew their motion for class certification is granted, and upon such renewal, the prior Order of this Court dated August 29, 2006 and entered September 18, 2006 (Heitler, J.S.C.) is hereby modified as provided herein; and it is further

ORDERED, that a class be and is hereby certified, which Class is defined as follows:

All persons and entities who signed as lessees and/or guarantors in equipment lease finance agreements with Defendant Northern Leasing Systems, Inc., as lessor, in the United States between January 1, 1999 and January 22, 2004, without prejudice,¹ and who made monthly loss and

¹ The court will entertain an appropriate application, on notice, to enlarge the class period beyond January 22, 2004, upon good cause shown that persons and entities who signed equipment finance agreements, as lessees and/or guarantors, with Defendant Northern Leasing Systems, Inc., as lessor, share the same commonality of

damaged waiver ("Loss & Damage Waiver") payments via electronic debiting or other appropriate means to Northern Leasing Systems, Inc.; excluded from the Class are (i) all such lessees and guarantors under such agreements in which the term "LDW" or "Loss & Damage Waiver" was expressly written above the merger clause on the signature page thereof; (ii) all such lessees and guarantors who made a claim for equipment replacement under the Loss & Damage Waiver provision of such agreements; and (iii) all such lessees and the guarantors of such agreements who provided certificates of insurance to Northern Leasing Systems, Inc.; and (iv) all lessees and guarantors of such agreements who otherwise executed releases of claims in favor of Northern Leasing System, Inc.; and (v) all lessees and guarantors who opt to be excluded from the class in accordance with the procedures described in the notice annexed hereto as "Ex. 1"; and (vi) defendants, or any parent, subsidiary, affiliate, accountant, agent, attorney, employee, officer, representative, servant, and/or any person acting on behalf of defendants or any of them; and it is further

factors as the Class of members being certified herein.

ORDERED, that plaintiffs Kevin Pludeman, Chris Hanzsek, Sarah Jane Hush, Ozark Mountain Granite & Tile Co., and Dennis E. Lauchman, be and hereby are appointed to be Representatives of the said Class; and it is further

ORDERED, that under CPLR Article 9, Krishnan S. Chittur, Esq., of Chittur & Associates, P.C. be and hereby is appointed as Counsel for the said Class; and it is further

ORDERED, that under CPLR Article 9, Defendant Northern Leasing Systems, Inc., shall send, at the expense of said Defendant Northern Leasing Systems, Inc., a copy of the notice annexed hereto as "Ex. 1" ("Notice") to all members of the Class by mail, postage prepaid, to the last known address shown on the books and records of Northern Leasing Systems, Inc., on or before that date which is 45 days after service of a copy of this Order upon its attorneys with notice of entry (the "Mailing Date"), except that, in the event that either party, prior to the Mailing Date, timely takes an appeal and/or a cross-appeal of the Decision and Order, and thereafter proceeds to timely perfect said appeal and/or cross-appeal, the Mailing Date shall be extended to the date that is 45 days after the entry of an order finally disposing of said appeal and/or cross-appeal and any appeal therefrom (the "Extended Mailing Date"); and it is further

ORDERED, that Defendant Northern Leasing Systems, Inc., at the expense of Defendant Northern Leasing Systems, Inc., shall publish the Notice two times, one week apart, in U.S.A. Today and the Wall Street Journal within 30 days after the Mailing Date or the Extended Mailing Date, as the case may be; and it is further

ORDERED, that under CPLR Article 9, Defendant Northern Leasing Systems, Inc. shall serve and file, within 30 days after the Mailing Date or the Extended Mailing Date, as the case may be, an affidavit of compliance with this Order, which affidavit shall attest to: (1) the identification of those lessees and guarantors in the Class; (2) the efforts made to serve the Notice upon all members of the Class; and (3) the publication of the Notice in accordance with this Order; and it is further

ORDERED, that under CPLR Article 9, this Court shall retain continuing jurisdiction to make such further and appropriate orders as may be appropriate.

Enter

A handwritten signature in black ink, appearing to read "Martin Shulman", written over a horizontal line.

Hon. Martin Shulman
Justice, Supreme Court

EXHIBIT 1

Supreme Court of the State of New York
County of New York: Part 1

Kevin Pludeman, Chris Hanzsek d/b/a Hanzsek Audio,
Sarah Jane Hush, Ozark Mountain Granite & Tile Co.,
and Dennis E. Lauchman, on behalf of themselves and
all others similarly situated.

Index No.: 101059/04

Plaintiffs,

v.

Northern Leasing Systems, Inc., Jay Cohen, Steve
Bernardone, Rich Hahn, and Sara Krieger,

Defendants.

Hon. Martin Shulman, J.S.C.

Notice of Pendency of Class Action

To: All persons and entities within the United States who signed as lessees
and/or guarantors in equipment lease finance agreements with Defendant Northern
Leasing Systems, Inc., as lessor, between January 1, 1999 and January 28, 2004 and
who made monthly loss and damage waiver ("Loss & Damage Waiver") payments to
Northern Leasing Systems, Inc. ("Class").

**PLEASE READ THIS NOTICE CAREFULLY IN ITS ENTIRETY.
YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION.**

This is a notification that you may be a member of a plaintiff class (the "Class") in
this case against Northern Leasing Systems, Inc., ("Northern Leasing" or "Defendant"),
which is currently pending in the New York Supreme Court, New York County.

The purpose of this notice is to explain to you:

1. What the lawsuit is about:

2. Your rights as a Class member:
3. Your right to request exclusion (Opt-out) from the Class:
4. Further court proceedings: and
5. How to get more information.

1. What the Lawsuit Is About

Plaintiffs allege that Northern Leasing improperly charged Class members a monthly fee per leased equipment for a loss and damage waiver ("Loss & Damage Waiver"), which monthly fee was not disclosed on the signature page of the lease. Thereby, Plaintiffs allege, Northern Leasing overcharged each Class member in violation of the terms of the Lease. Northern Leasing has denied and continues to deny the allegations made by Plaintiffs on behalf of the Class, and has asserted many defenses including, among other defenses, that the Loss & Damage Waiver fee was adequately disclosed to the Class. No final ruling has been made on these claims. Either party may prevail on the merits and either party may file an appeal of any decision made by the Court.

2. Your Rights As a Class Member

The Class consists of:

All persons and entities who signed as lessees and/or guarantors in equipment lease finance agreements with Defendant Northern Leasing Systems, Inc., as lessor, in the United States between January 1, 1999 and January 22, 2004, without prejudice, and who made monthly loss and damage waiver ("Loss & Damage Waiver") payments via

electronic debiting or other appropriate means to Northern Leasing Systems, Inc.; excluded from the Class are (i) all such lessees and guarantors under such agreements in which the term "LDW" or "Loss & Damage Waiver" was expressly written above the merger clause on the signature page thereof; (ii) all such lessees and guarantors who made a claim for equipment replacement under the Loss & Damage Waiver provision of such agreements; and (iii) all such lessees and the guarantors of such agreements who provided certificates of insurance to Northern Leasing Systems, Inc.; and (iv) all lessees and guarantors of such agreements who otherwise executed releases of claims in favor of Northern Leasing System, Inc.; and (v) all lessees and guarantors who opt to be excluded from the class in accordance with the procedures described in this notice; and (vi) defendants, or any parent, subsidiary, affiliate, accountant, agent, attorney, employee, officer, representative, servant, and/or any person acting on behalf of defendants or any of them.

The certified Class Representatives are Kevin Pludeman, Chris Hanzsek d/b/a Hanzsek Audio, Sarah Jane Hush, Ozark Mountain Granite & Tile Co., and Dennis E. Lauchman. The certified Class Counsel is Krishnan S. Chittur, Esq., of Chittur & Associates, P.C., 286 Madison Avenue, Suite 1100, New York, New York 10019. This attorney will represent you as part of the Class unless you choose to hire your own attorney or request exclusion from the Class as described herein. You have the right to hire your own attorney at your own expense.

If you wish to remain in the Class, you do not need to take any action.

CERTIFICATION BY THE COURT OF THIS CLASS DOES NOT MEAN THAT ANY RELIEF WILL BE OBTAINED FOR CLASS MEMBERS, BECAUSE THE ISSUES ARE CONTESTED AND HAVE NOT BEEN DECIDED. RATHER, THE CLASS ACTION RULING MEANS THAT THE ULTIMATE OUTCOME OF THIS LAWSUIT WILL APPLY IN LIKE MANNER TO ALL CLASS MEMBERS. IF YOU REMAIN IN THE CLASS, YOU WILL BE BOUND BY ANY DECISION, WHETHER THAT DECISION IS FAVORABLE OR OTHERWISE.

3. Requests for Exclusion (Opt-out) from the Class

If you do not wish to remain in the Class, then you must make your request to be excluded (opt-out) from the Class in writing. If you exclude yourself (opt-out) from the Class, you will not participate in any settlement, recovery, or favorable judgment in the lawsuit, but you will also not be bound by any unfavorable judgment.

Your request to be excluded (opt-out) from the Class must be in writing and must provide your name and address and state that you wish to be excluded (opt-out) from the Class in Pludeman vs. Northern Leasing Systems, Inc. This statement may be sent by first class mail postmarked no later than 45 days after the date of mailing of this notice to Class Counsel and Counsel for Defendants, whose addresses are listed below. Requests to be excluded (opt-out) from this Action may also be sent overnight or by hand delivery to Class Counsel and Counsel for Defendants no later than 45 days after the date of mailing of this notice.

Class Counsel
Krishnan S. Chittur
Chittur and Associates PC

286 Madison Avenue, Suite 1100
New York, New York 10017

Counsel for Defendants
Moses & Singer LLP
Attn: Pludeman v. NLS claim
admin.
The Chrysler Building
405 Lexington Avenue
New York, New York 10174-1299

A form for such request is attached to this notice for your convenience. You are not required to use the attached form in order to request exclusion (opt-out) from the Class and may write a letter providing your name and address and stating that you wish to be excluded (opt-out) from the Class. If you request the exclusion on behalf of anyone other than yourself, you must describe the basis for this request.

4. Further Court Proceedings

The Court will proceed to decide the merits of plaintiffs' claims as asserted in this lawsuit. A trial date has not yet been scheduled. At trial, either party could win on the merits.

5. How to Get More Information

Any additional information about the case may be obtained from the Clerk of the Court. Court orders are generally accessible through the internet at:

<http://iapps.courts.state.ny.us/webcivil/FCASMain>

This notice does not fully describe all of the claims and all the parties. The pleadings and all other records in this litigation may be examined during regular office hours at the office of the Clerk, New York Supreme Court, New York County, 60 Centre Street, New York, New York, 10007. If you need additional information, you should write to Class Counsel at the address set forth above.

DO NOT CALL THE JUDGE OR THE COURT CLERK
FOR ANY INFORMATION ABOUT THIS CASE.

BY THE COURT



Dated: JUN 26 2009, 2009

HON. MARTIN SHULMAN, J S C

FILED
JUN 30 2009
COUNTY CLERK'S OFFICE
NEW YORK

Request to be Excluded From The
Pludeman v. Northern Leasing Systems, Inc. et al. Class Action

If you wish to remain a member of this lawsuit, DO NOTHING. DO NOT submit this exclusion form.

In the Supreme Court of the State of New York, County of New York, Index No. 101059/2004:

If you want to be excluded from this lawsuit, complete this form and send it first class mail postmarked no later than 45 days after the date of mailing of this notice to Class Counsel and Counsel for Defendants, whose addresses are listed below. Requests to be excluded (opt-out) from this Action may also be sent overnight or by hand delivery to Class Counsel and Counsel for Defendants no later than 45 days after the date of mailing of this notice. Requests to be Excluded from this Action must be sent within this time period to be valid.

Class Counsel

Krishnan S. Chittur
Chittur and Associates PC
286 Madison Avenue, Suite 1100
New York, New York 10017

Counsel for Defendants

Moses & Singer, LLP
Attn: Pludeman v. NLS claim admin
The Chrysler Building
405 Lexington Avenue
New York, New York 10174-1299

I have read and understand the Notice of Pendency of Class Action advising me of my right to participate in or to be excluded from the Action entitled Pludeman v. Northern Leasing Systems, Inc. et al., pending in the Supreme Court of the State of New York, County of New York, Index No. 101059/2004. Having considered the Notice of Pendency of Class Action, dated _____, I request to be excluded from the class in this action as permitted by the Notice. **I understand that by making this request for exclusion: (1) I will not share in any potential recovery that might be obtained by the Class as a result of trial or settlement of this lawsuit; (2) I will not be bound by any decision in this lawsuit favorable to the defendant; and (3) I may present any claims I have against the defendant by filing my own lawsuit.**

Signature

Date

Telephone

Name

Print Name

Address

Street Address

City

State

Zip Code