

BY ORDER OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF MARYLAND

If your vehicle was involuntarily towed from a private parking lot by HWS LLC t/a Henry's Wrecker Service ("Henry's Towing") between March 23, 2019 and December 31, 2023, you could be part of a Class Action Settlement that affects your rights.

The U.S. District Court for the District of Maryland authorized this notice.

This is not a solicitation from a lawyer.

- Through a proposed class action settlement, the Defendants have agreed to resolve a lawsuit over whether Henry's Towing improperly asserted a lien against vehicles that it towed by refusing to release the towed vehicles to their owner until all towing fees and charges were fully paid, allegedly in violation of Maryland law.
- The proposed class action settlement avoids costs and risks of continuing the lawsuit, pays money to Settlement Class Members who file valid Claims, and releases Henry's Towing and the other Defendants and affiliates, from liability to Class Members.
- Under the proposed settlement, Henry's Towing will fund a settlement of **\$3 Million** (the "Settlement Fund"). This Settlement Fund will be used to make payments to all Class members who file Claims. In return, the Defendants will be released from liability to the Settlement Class Members.
- Court-appointed lawyers for Class Members will ask the Court to approve a payment of 1/3 of the Settlement Fund as attorneys' fees, plus costs, for investigating the facts, litigating the case, and negotiating the settlement. In addition, Henry's Towing and the other Defendants have agreed to pay the Class representative an incentive payment of up to \$15,000 in addition to the Settlement Fund, subject to Court Approval.
- The two sides disagree on whether a class action could have been maintained, whether Henry's Towing did anything wrong, and how much money was at stake.
- **If you are a Settlement Class Member, your legal rights are affected whether you act, or don't act. Read this notice carefully.**

EXHIBIT 1-D

QUESTIONS? CALL **1-866-555-5555** TOLL FREE,
OR VISIT **www.HenrysTowingSettlement.com**

LEGAL RIGHTS AND OPTIONS FOR CLASS MEMBERS:	
FILE A CLAIM	Because the Defendants' records show that, between March 23, 2019 and December 31, 2023, your vehicle was towed by Henry's Towing from a private parking lot in Montgomery County, Maryland you can: (1) file a claim online, or download a Claim Form at www.HenrysTowingSettlement.com ; or (2) ask the Settlement Administrator to mail you a claim form by calling 1-888-555-5555. To file a Claim, all you need to do is confirm your name, mailing address, email, telephone number and attest to the fact that you are a "consumer" – that is, confirm that your vehicle was purchased, acquired or driven for personal, family, household or agricultural purposes.
DO NOTHING	If you do not file a Claim, you will not receive any payment, even if you are a Settlement Class Member. If you fit the Class definition, you will still be bound by the settlement and will still release Henry's Towing and the other Defendants from liability to you. If you do not file a Claim but remain in the Settlement Class, you can't sue, continue to sue, or be part of any other lawsuit against Henry's Towing or the other Defendants about the claims that share an "identical factual predicate" with claims alleged in this case.
EXCLUDE YOURSELF	If you "opt out" or exclude yourself, you will get no settlement benefits. If you meet the class definition, this is the only option that allows you to ever bring an action against Henry's Towing and the other Defendants in this case about the legal claims that were asserted or could have been asserted in this case. If you wish to exclude yourself from the settlement, you must mail a request for exclusion to the Settlement Administrator postmarked no later than [Date], as explained herein.
OBJECT	If you have objections, you may write to the Court about why you don't like the settlement.
GO TO A HEARING	If you write to the Court with an objection, you can also ask to speak in Court about the fairness of the settlement.

- These rights and options -- **and the deadlines to exercise them** -- are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL 1-866-555-5555 TOLL FREE,
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BASIC INFORMATION

1. Why did I get this Notice?

You received this notice because the Defendants identified you as a person whose vehicle was towed by Henry's Towing from a private parking lot in Montgomery during the period beginning March 23, 2019 through December 31, 2023. As a result, you are a Settlement Class Member if you are also a consumer.

The Court sent this notice because Settlement Class Members have a right to know about this class action lawsuit and settlement, and about your option to exclude yourself from the class action and settlement if you so desire.

The Court in charge of the case is the U.S. District Court for the District of Maryland, and the case is known as *Hall, et al. v. Henry's Towing, et al.*, Case No. 8:22-cv-00996-PJM.

2. What is this lawsuit about?

The Lawsuit claims that Henry's Towing towed your vehicle, and thousands of others, and thereafter improperly asserted a "lien" against the vehicles, refusing to release them to their owners until all towing fees and charges were paid. The Lawsuit further claims that Henry's Towing's widescale and predatory actions violated duties set forth in Maryland's Towing or Removal of Vehicles from Parking Lots Law (Md. Code Ann., Transp. §21-10A-01 *et seq.*), Montgomery County's Tow Ordinances (Montgomery County Code, § 30C-1, *et seq.*) and the common law of Maryland.

3. Why is this a class action?

In a class action, one or more individuals called Class Representatives (in this case Sharnese Hall), file claims on behalf of themselves as well as other individuals who have similar claims. If a Court determines that those similar claims should all be handled in one lawsuit, the Court may order that the claims proceed as a class action. The U.S. District Court for the District of Maryland is in charge of this class action.

4. Why is there a settlement?

The Class Representative alleged in this case that, after a trial, Henry's Towing and the other Defendants must be ordered to refund up to three (3) times the amount that you and approximately [REDACTED] Class Members paid to retake possession of your vehicles. For example, Class Representative Sharnese Hall's Complaint alleges that, after her vehicle was involuntarily towed from a private parking lot in

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Montgomery County, she was required to pay Henry's Towing a fee of \$150 as a precondition to retaking possession of her car. At trial, the Plaintiffs would have asked the Court to award Ms. Hall three times the amount that she paid, or \$450 (\$150 x 3). Henry's Towing and its co-Defendants, however, argued that Plaintiff and the Class should not recover anything. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs of additional and protracted legal proceedings, potentially including a trial and appeals, and Class Members will get compensation if they file a valid and timely claim. Class Counsel think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

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

The parties agreed and the U.S. District Court for the District of Maryland decided that everyone who fits the following description is a Settlement Class Member (with some exceptions, see number 6, below):

All consumers on the class list compiled in this case whose vehicles, between March 23, 2019 and December 31, 2023, were non-consensually/trespass towed by Henry's Wrecker Service from a private Parking Lot in Montgomery County, Maryland, where Henry's charged or was paid a fee.

6. Are there exceptions to being included?

Excluded from the Settlement Class are all employees, officers and directors of the Defendants and all employees of the Court. In addition, the Settlement Class does not include anyone who is not a "consumer" – that is, anyone whose vehicle was not purchased, acquired or driven for personal, family, household or agricultural purposes

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-866-555-5555 or visit www.HenrysTowingSettlement.com for more information.

8. What am I giving up to stay in the settlement?

If you fit the Class definition, unless you exclude yourself from this case, you will remain a Settlement Class Member, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Henry's Towing or the other Defendants, for any claim that shares an "identical factual predicate" with claims alleged in this case. It also means that all of the Court's orders will apply to you and legally bind you. The full scope of the release is available in the Settlement Agreement on the Settlement Website.

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THE SETTLEMENT BENEFITS – WHAT YOU GET

9. What does the settlement provide?

The Defendants have agreed to pay **\$3 million** into a fund (the “Settlement Fund”). The Settlement Fund will be used to make payments to all Settlement Class Members who file valid claims. In order to make a valid claim, Settlement Class Members must affirm in writing (either through the website www.HenrysTowingSettlement.com or in paper form) that they are a “consumer.” Henry’s Towing has represented that the Settlement Class includes approximately [REDACTED] persons.

Based upon the estimated number of persons who fit the Class definition, and the expected claims rate, it is anticipated that each Authorized Claimant will receive a payment of between \$150 and \$300 from the Settlement Fund (a “Settlement Payment”). Ultimately, the amount paid will depend upon the number of Claims submitted. The goal of this Settlement, however, is to pay each claimant at least as much as they paid Henry’s to retake possession of their vehicle after it was towed. (most consumers paid Henry’s Towing \$150 to retake possession of their vehicle). However, if, because of the number of Claim Forms submitted, the aggregate Settlement Payments to the Class Members exceeds the amount available in the Settlement Fund, then, in such event, the Settlement Administrator will need to reduce the Payments to Class Members from the Settlement Fund accordingly. On the other hand if there are fewer Settlement Class Members submitting valid Claim Forms, then, in such event, the Settlement Administrator will increase payments to Class Members from the Common Fund.

Settlement Class Members who are not Claimants shall not receive a payment under the Settlement.

In exchange for the Settlement Fund, Settlement Class Members give up any right to sue for claims resulting from, arising out of, or regarding the factual predicate alleged in the lawsuit. Settlement Class Members give up this right against each of the Defendants in this case. They also will be releasing each of the unnamed owners of the parking lots who contracted with Henry’s Towing to tow vehicles from their respective properties (“Parking Lot Owners”).

All claims must be made on or before [REDACTED]. If you do not file a valid claim, you will not receive any payment. However, If you fit the Class definition, you will still be bound by the settlement if you do not opt-out. You may file a claim on www.HenrysTowingSettlement.com, or you may submit a paper claim form.

10. Can I file more than one claim?

Yes. You may recover a settlement payment for each time that any vehicle that you own (or owned at the time) was towed by Henry’s Towing.

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OR VISIT **www.HenrysTowingSettlement.com**

HOW YOU FILE A CLAIM

11. How can I file a claim?

The deadline for filing a Claim is [DATE].

You must file a claim, either online or by mail, to receive payment.

You may file a claim at www.HenrysTowingSettlement.com. You may also download a claim form on www.HenrysTowingSettlement.com, print it out, complete it, and deliver it to the Settlement Administrator; or, you may ask the Settlement Administrator to mail you a claim form for you to complete and return by calling 1-888-555-5555.

Whatever method you choose, you must fully complete the claim form and properly submit it to the Settlement Administrator before your claim will be recognized as being filed.

12. If I file a Claim, when will I get paid?

The Court will hold a hearing on Month 00, 0000, to decide whether to approve the settlement. If the Court approves the settlement, and there is no appeal, the Settlement Administrator will send payments to Settlement Class Members who have filed valid and completed claims on a date that is the later of forty-five (45) days after: (1) the Effective Date; or (2) the Claims Deadline. The deadline for filing a claim is [DATE].

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to stay in the Class, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the Class in *Hall, et al. v. Henry's Towing, et al.* Be sure to include your name, address, telephone number, email address and your signature. You must mail your exclusion request postmarked no later than [DATE] to:

Hall, et al. v. Henry's Towing, et al. Exclusions
c/o Settlement Administrator
P.O. Box 555
Anywhere, USA 12345

QUESTIONS? CALL 1-866-555-5555 TOLL FREE,
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If you ask to be excluded by the deadline, you will not be eligible for any settlement payment, and you cannot object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. Full details regarding the exclusion process are available in the Settlement Agreement on the Settlement Website.

14. If I don't exclude myself, can I sue Henry's Towing or any of the other Defendants later?

No. If you fit the Class definition, unless you exclude yourself, you give up any right to sue Defendants and any of the Parking Lot Owners in Montgomery County, Maryland who had a contract with Henry's Towing for the provision of trespass towing services. The Released Claims do not include: (i) any claims relating to the enforcement or violations of the Settlement; (ii) any claims of any person or entity that submits a request for exclusion that is accepted by the Court; or (iii) claims that could not have been brought in this Litigation or do not share the same factual predicate as the claims that were asserted. If you have another pending lawsuit about the claims in this lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Settlement Class to continue another lawsuit involving the same transactions as this case. Remember, the exclusion deadline is **[DATE]**.

15. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, you cannot be part of this settlement.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed the law firm of Gordon, Wolf & Carney, Chtd., in Hunt Valley, Maryland, to represent you and other Class Members. These lawyers are called Class Counsel. You will not be individually charged for these lawyers. If you are a Settlement Class Member and you want to be represented by your own lawyer, and you do not request exclusion, you may hire a lawyer at your own expense and enter an appearance through that lawyer.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of one-third (1/3) of the Settlement Fund for attorneys' fees, plus costs incurred litigating this case. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement.

OBJECTING TO THE SETTLEMENT

QUESTIONS? CALL **1-866-555-5555** TOLL FREE,
OR VISIT **www.HenrysTowingSettlement.com**

You can tell the Court that you don't agree with the settlement or some part of it.

18. How do I tell the Court if I don't like the settlement?

If you're a Settlement Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter saying that you object to the settlement in *Hall, et al. v. Henry's Towing, et al.*, Case No. 8:22-cv-00996-PJM. Any objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval hearing, either with or without counsel.

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Settlement Agreement shall not be permitted to object to the approval of the settlement or this Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

For any objection to be considered, it must include the information described above, and a copy must be mailed to each of these three different places below, postmarked no later than **Month 00, 0000**:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk, U.S. District Court for the District of Maryland Southern Division 6500 Cherrywood Lane Greenbelt, MD 20770	Richard S. Gordon, Esq. Gordon, Wolf & Carney, Chtd. 11350 McCormick Rd. Executive Plaza 1, Suite 1000 Hunt Valley, MD 21031	Aidan F. Smith, Esq. PK Law 901 Dulaney Valley Road Suite 500 Towson, Maryland 21204

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement and that you don't want it approved. You can object only if you stay in the Settlement Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are excluded from the Settlement Class and the case no longer affects you.

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OR VISIT **www.HenrysTowingSettlement.com**

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement as fair to the Class. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court is scheduled to hold a Fairness Hearing at [REDACTED] a.m./p.m on [REDACTED] Month 00, 0000, in the U.S. District Court for the District of Maryland, Southern Division, 6500 Cherrywood Lane, Greenbelt, MD 20770. The time or place of the hearing could change, and you can contact the Settlement Administrator to find out if there is any change, at [REDACTED] 1-866-555-5555. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time and included the required information, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Hall, et al. v. Henry's Towing, et al.*, Case No. 8:22-cv-00996-PJM." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [REDACTED] Month 00, 0000, and be mailed to the Clerk of the Court, Class Counsel, and Defendants' Counsel, at the three addresses listed in the answer to question 18. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you fit the Class definition above and do nothing, you will not receive any payment. But, unless you exclude yourself, you will still be a Settlement Class Member, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Henry's Towing, or the other Defendants, about the legal or factual issues in this case, or claims that were asserted or could have been asserted in this case.

QUESTIONS? CALL [REDACTED] 1-866-555-5555 TOLL FREE, OR VISIT WWW.[REDACTED].COM

GETTING MORE INFORMATION

24. Are there more details about the lawsuit and proposed settlement?

This notice summarizes the lawsuit and proposed settlement. More details are in the Complaint, settlement agreement, and other documents filed in Court. You can get a copy of the Complaint, settlement agreement, and other important documents from the Court or by requesting them from the Settlement Administrator. You can also call 1-866-555-5555 toll free; write to *Hall, et al. v. Henry's Towing, et al.* Lawsuit, c/o Settlement Administrator, P.O. Box 555, Anywhere, USA 12345; or visit the website at www.HenrysTowingSettlement.com where you will find answers to common questions about the lawsuit and other information to help you determine whether you are a Class Member.

BY ORDER OF THE U.S. DISTRICT COURT
FOR THE DISTRICT OF MARYLAND.