

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)**

SHARNESE HALL
On Her Own Behalf and on Behalf of
All Others Similarly Situated,

Plaintiff,

V.

HWS, LLC t/a
HENRY'S WRECKER SERVICE, *et al.*

Defendants.

:
:
:
:
:
:
: Civil Action No. 8:22-cv-00996-BAH
:
:
:
:
:
:
:
:
:

Declaration of Richard S. Gordon

I, Richard S. Gordon, submit this unsworn declaration under penalty of perjury pursuant to 28 U.S.C. § 1746.

1. I am over the age of 18 and competent to testify. I am lead counsel for the Representative Plaintiff, Sharnese Hall (“Ms. Hall”), and Class in the above-captioned lawsuit.

My Background

2. I am a principal of and founding partner in Gordon, Wolf & Carney, Chtd., a law firm based in Hunt Valley, Maryland.

3. I received my B.A. from the Johns Hopkins University (1985) and my J.D. from the University of Maryland Francis King Carey School of Law (1989), where I was an Assistant Editor of the *Maryland Law Review*. I am a member of the state and federal bars of Maryland, as well as a member of the bars of the United States Supreme Court, the Third, Fourth, Sixth, Ninth and Eleventh Circuits of the United States Court of Appeals, the United States Court of Federal Claims, and the United States District Court

for the Northern District of Ohio.

4. After graduating from law school, I worked as a Staff Attorney and later as Managing Attorney with the Public Justice Center, Inc., a private non-profit law firm located in Baltimore, Maryland that specializes in class action and complex litigation. In 1993, I joined a 60-lawyer Washington, D.C. law firm where I continued my practice in complex civil litigation. In March 2000, I founded Quinn, Gordon & Wolf, the predecessor firm to Gordon, Wolf & Carney, Chtd.

5. I maintain an AV Preeminent peer rating from Martindale-Hubbell and, from 2011 to the present, have been selected for inclusion in the “*Best Lawyers in America*” and Maryland *Super Lawyers* for my achievements in the class action arena. I have been chosen by *Best Lawyers in America* as the “Lawyer of the Year” three times (2016, 2018 and 2020). In 2017, I was one of the Daily Record’s “Leadership in Law” Honorees and in 2019, I was honored with the Simon K. Walton Civil Justice Award by the Maryland Association for Justice for my advocacy on behalf of consumers. In addition, I am also listed one of the “100 Top Trial Lawyers” by the National Trial Lawyers since 2011.

6. Since 1990, I have served as counsel, often as lead counsel, in dozens of class actions in both State and Federal Court including the following: *Sullivan v. YES Energy Management, Inc.*, Civil Action No. 8:22-cv-418-TDC (D.Md.); *City of Long Beach, et al. v. Monsanto Co.*, Case No. CV 16-3493 FMO (C.D.Cal.); *Jones v. Pohanka Auto North, Inc., et. al*, Case No. 316574V (Cir. Ct. Montgomery Co.); *Butler v. C&F Finance Co.*, Case No. 03-C-09002127 (Cir. Ct. Balt. Co.); *Cooper v. United Auto Credit Corp.*, Case No. 03-C-09-000477 (Cir. Ct. Balt. Co.); *Brittingham v. Wells Fargo Bank, N.A.*, Civil Action No. 1:09-cv-00826-WMN (D. Md.); *Shelton v. Crescent Bank & Trust*, Civil Action No. 1:08-cv-01799-RDB (D. Md.); *Hankins v. CarMax, Inc.*, Case No. 03-C-07-005893 (Cir. Ct.

Balt. Co.); *Watts v. Capital One Auto Finance, Inc.* 1:07-cv-03477-CCB (D. Md.); *Langley v. Triad Financial Corp.*, Case No. 24-C-06-007959 (Cir. Ct. Balt. City); *Triad Capital Corp. v. Madden*, Case No. 24-C-06006310 (Cir. Ct. Balt. City); *Crowder v. AmeriCredit Financial Services, Inc.*, Civil Action No. 1:06-cv-707 (D. Md.); *Yates v. All American Abstract Company*, Civil Action No. 06-2174 (E.D. Pa.); *Benway v. Resource Real Estate Services, LLC, et al.*, Civil Action No. 1:05-cv-3250 (D. Md.); *Shahan v. Tower City Title Agency, Inc.*, Civil Action No. 1:05-cv-1983 (D. Ohio); *Ferrell v. JK III*, Case No. 13-C-03-56836 (Cir. Ct. Howard Co.); *Gray v. Fountainhead Title*, Civil Action No. WMN 03-cv-01675 (D. Md.); *Keneipp v. Fountainhead Title Group*, Civil Action No. WMN 03-cv-02813 (D. Md.); *Robinson v. Fountainhead Title Group Corp.*, Civil Action No. WMN 03-cv-03106 (D. Md.); *Greer v. Crown Title*, Case No. 24-C-02001227 (Cir. Ct. Balt. City); *Jones v. NationsCredit Financial Services Corp.*, Case No. 24-C-02-00572 (Cir. Ct. Balt. City); *LeBrun v. Nationwide Motor Sales Corp.*, Case No. 03-C-02-005144 (Cir. Ct. Balt. Co.); *Sumerwell v. Jim Coleman Automotive*, Case No. 03-C-02-006298 (Cir. Ct. Balt. Co.); *Taylor v. Wells Fargo Home Mortgage*, Case No. 24-C-02-001635 (Cir. Ct. Balt. City); *Clark v. Amerix Mortgage*, Civil Action No. WMN 02-cv-2078 (D. Md.); *Naughton v. Millennium Escrow & Title*, Civil Action No. WMN 02-cv-3238 (D. Md.); *Duffy v. Jerry's Chevrolet*, Case No. 03-C-00-008650 (Cir. Ct. Balt. Co.); *Brown v. Lustine Chevrolet, Inc.*, Case No. 99-18474 (Cir. Ct. P.G. Co.); *Dua v. Comcast Cable Communications*, Case No. 03-C-99-002158 (Cir. Ct. Balt. Co.); *Thrash-Webster v. Charm City Mortgage Corporation*, Case No. 24-C-99-003984 (Cir. Ct. Balt. City); *Maisonette v. Comcast Cable Communications*, CAL 98-02283 (Cir. Ct. Prince George's Co.); *Gilleland v. Blue Cross and Blue Shield of Maryland, Inc.*, Case No. 03-C-95-011918 (Cir. Ct. Balt. Co.); *Chisolm v. TranSouth Financial Corporation*, Civil Action No. 2-93ACV632 (D. Va.); *Melvin C. v. Shilling*, Civil Action No. HAR 91-497 (D. Md.); and *Ruesch v. Fountain*, Civil Action No. MJG-91-3124 (D. Md.). All of these class

actions resulted in monetary recoveries or substantial equitable relief for the respective plaintiff classes.

7. My co-counsel in this case is Benjamin H. Carney.

Benjamin H. Carney

8. Mr. Carney received his B.A. from the Johns Hopkins University in 1999. After college, he worked in journalism for two years with PBS' *NewsHour with Jim Lehrer*. He then received his J.D. from the University of Maryland Francis King Carey School of Law in 2004, where he was the recipient of the Ward & Kershaw Clinical Advocacy Prize. He is now a principal in Gordon, Wolf & Carney, Chtd.

9. Mr. Carney is a member of the state and federal bars of Maryland, and also a member of the bars of the United States Supreme Court, the United States Court of Appeals for the Fourth Circuit, the United States Court of Appeals for the Ninth Circuit, the United States District Court for the Northern District of Ohio, and the United States District Court for the Northern District of Illinois. He is past Vice-President of the Board of Directors of the Public Justice Center, Inc., a board member of Civil Justice, Inc., and a fellow of both the American Bar Foundation and the Maryland Bar Foundation. He maintains an AV Preeminent peer rating from Martindale-Hubbell and is listed in *SuperLawyers*, *Best Lawyers*, and *The National Trial Lawyers: Top 100*. In 2024, Mr. Carney was named "Lawyer of the Year" in Mass Tort Litigation/Class Actions for Baltimore by *Best Lawyers*.

10. Mr. Carney has been appointed as Class Counsel, including lead counsel, in numerous class actions involving consumer rights which have resulted in class-wide recoveries, including : *Sullivan v. YES Energy Management, Inc.*, Civil Action No. 8:22-cv-418-TDC (D.Md.); *Edge v. Stillman Law Office, LLC, et al.*, Case No. 8:21-cv-02813-TDC (D.Md.); *Moore v. RealPage Utility Management, Inc.*, Case No. 8:20-CV-00927-

PX (D.Md.); *Headen v. Conservice, LLC*, Case No. CAL20-19314 (Cir. Ct. Pr. George's Co.); *Cottom v. North State Finance, LLC*, Case No. 24C19005874 (Cir. Ct. Balt. City); *Hale v. Mariner Finance, LLC*, Case No. 24C18000053 (Cir. Ct. Balt. City); *Lendmark Financial Services, LLC v. Cruz*, Case No. 24C17000109 (Cir. Ct. Balt. City); *Alewine v. Click Notices, Inc.*, Case No. 24C17005375 (Cir. Ct. Balt. City); *Guy v. Apartment Services, Inc.*, Case No. 03C17006385 (Cir. Ct. Balt. County); *Yang v. G&C Gulf, Inc.*, Case No. 403885V (Cir. Ct. Mont. Co.); *Bogdan v. Rams Head at Baltimore, LLC*, Case No. 24-C-14-001369 (Cir. Ct. Balt. City); *Decohen v. Abbassi, LLC*, 299 F.R.D. 469 (D.Md. 2014); *Smith v. Ace Motor Acceptance Corp.*, Case No. 1:12-cv-02149-JKS (D. Md.); *Baker v. Antwerpen Motorcars Ltd., et al.*, Case No. 03-C-12-004806 (Cir. Ct. Balt. Co.); *Rogers v. Criswell Chevrolet, Inc., et al.*, Case No. 356716V (Cir. Ct. Mont. Co.); *Schmidt, et al. v. Redwood Capital, Inc.*, Case No. 03-C-11010442 (Cir. Ct. Balt. Co.); *Ripple, et al. v. First United Bank & Trust*, Case No. 354631V (Cir. Ct. Mont. Co.); *Wuerstlin v. Sandy Spring Bank*, Case No. 335030V (Cir. Ct. Mont. Co.); *Jones v. Pohanka Auto North, Inc., et. al*, Case No. 316574V (Cir. Ct. Mont. Co.); *Butler v. C&F Finance Co.*, Case No. 03-C-09002127 (Cir. Ct. Balt. Co.); *Cooper v. United Auto Credit Corp.*, Case No. 03-C-09-000477 (Cir. Ct. Balt. Co.); *Brittingham v. Wells Fargo Home Mortgage*, Civil No. 1:09-cv-00826-WMN (D. Md.); *Watts v. Capital One Auto Finance, Inc.*, Civil Action No. 09-CV-826-WMN (D. Md.); *Shelton v. Crescent Bank & Trust*, Civil No. 1:08-cv-01799-RDB (D. Md.); *Hankins v. CarMax, Inc.*, Case No. 03-C-07-005893 (Cir. Ct. Balt. Co.); *Langley v. Triad Financial Corp.*, Case No. 24-C-06-007959 (Cir. Ct. Balt. City); *Triad Capital Corp. v. Madden*, Case No. 24-C-06006310 (Cir. Ct. Balt. City); *Crowder v. Americredit Financial Services, Inc.*, Civil No. 1:06-cv707-JFM (D. Md.); *Benway v. Resource Real Estate Services, LLC, et al.*, Civil Action No. 1:05-cv-3250-WMN (D. Md.); *Ferrell v. JK III*, Case No. 13-C-03-56836 (Cir. Ct. How. Co.); *Robinson v. Fountainhead Title Group Corp.*, Civil No. 03-cv-03106-WMN (D. Md.); and *Taylor v.*

Wells Fargo Home Mortgage, Case No. 24-C-02-001635 (Cir. Ct. Balt. City). Mr. Carney has served as counsel in more than 40 published and officially reported trial and appellate decisions in state and federal courts involving consumer claims.

11. Among the honors that I and Mr. Carney have received, the University of Maryland Francis King Carey School of Law recently named an endowed Professorship in honor of the law firm that we founded – the “Gordon, Wolf & Carney Professor of Law.” www.law.umaryland.edu/faculty--research/directory/profile/index.php?id=1061 (last visited May 5, 2025).

Developing Cases Against Trespass Towing Companies

12. I was principally responsible for developing a line of class action cases in Maryland against trespass towing companies that assert possessory liens against consumers whose vehicles have been towed. The first case that I litigated in this regard was against a towing company in Montgomery County, Maryland – G&G Towing.

13. In the class action *Yang, et al. v. G&C Gulf, Inc. dba G&G Towing, et al.*, case no. 403885-V (Cir. Ct. Mont. Cty) (“*G&G Towing*”), which Mr. Carney and I filed in the Circuit Court for Montgomery County in April 2015, the plaintiff alleged, like this case, that a trespass towing company, uniformly and consistently asserted a “possessory lien” in violation of Maryland’s Towing or Removal of Vehicles from Parking Lots Law, Md. Code Ann., Transp. § 21-10A-01 *et seq.* (the “Maryland Towing Act”) and Montgomery County’s Tow Ordinance, Montgomery County Code, § 30C-1, *et seq.* (the “MC Tow Law”) and the common law. The Circuit Court in *G&G Towing* ultimately held that the towing company had asserted an unlawful possessory lien against more than 30,000 consumers and entered final judgment on that basis.

Work in this Case

14. In the present case, I have served as lead counsel and have been responsible

for all aspects of the case, including investigating the underlying facts of the case, framing the causes of action, communicating with Class members and drafting pleadings, motions and briefs. I also devised the discovery plan and took discovery from, including depositions of, Defendants. I also have taken primary responsibility for drafting legal memoranda and motions filed with the Court. I have been involved in all strategy decisions involving the litigation. In the course of preparing this case before filing, I reviewed countless documents relevant to the issues raised in the Complaint, interviewed and met with numerous consumers whose vehicles were towed by the Defendants, conducted extensive informal discovery, conducted extensive legal research into the applicable law, and interviewed potential witnesses and other persons with knowledge of the practices at issue in this lawsuit.

15. The Representative Plaintiff in this case is Sharnese Hall (“Ms. Hall”). Ms. Hall’s vehicle was towed by Henry’s Towing in the middle of the night on March 13, 2021 after she obtained a permit to park in the parking garage of her mother’s apartment building in Wheaton, Maryland. After learning that her vehicle was towed, she went to Henry’s tow lot to retake possession of her vehicle. When she asked for the return of her vehicle, Ms. Hall was told that, as a precondition for the release of her vehicle, she first had to pay **all** of Henry’s towing fees allegedly owed in connection with the tow – \$150. This amount (\$150) is the typical and standard fee charged to consumers by Henry’s Towing during the Class Period.

16. Through my investigation into Ms. Hall’s claims, discussions with regulators, the review of complaint filed against Henry’s Towing with the Montgomery County Office of Consumer Protection, and interviews of numerous other individuals whose vehicles had been towed by Henry’s Towing, I determined that Ms. Hall’s facts were not unique. And after reviewing a copy of Henry’s Towing’s standard contract for towing

services with Parking Lot owners, it also was clear that Henry's Towing's "possessory lien," was uniform and consistently part of Henry's Towing's standard operations.

17. Following my investigation, and in consultation with the Representative Plaintiff, I researched and drafted the original Complaint. *See* ECF No. 3. The Complaint alleged that Henry's assertion of a "possessory lien" violates, among other laws, Maryland Towing Act and MC Tow Law. Neither law creates a "possessory lien" in favor of towing companies and both laws permit the recovery of treble damages for violations. *See* Md. Code Ann., Transp. §21-10A-06(2) and Montgomery County Code, § 30C-10.

18. As a result of Henry's Towing's unlawful practices, Representative Plaintiff alleged five statutory counts against the Defendants: violations of the Maryland Tow Act, Md. Code Ann., Transp. §§ 21-10A-01, *et seq.* (Count I), violations of the MC Tow Law (Count II), violations of the Maryland Consumer Protection, Md. Code Ann., Com. Law §§ 13-101, *et seq.*, (Count III), violations of the Maryland Consumer Debt Collection Act, Md. Code Ann., Com. Law §§ 14-201, *et. seq.* (Count IV), and for issuance of a declaratory judgment under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.* (Count V). The original Complaint was filed in the Circuit Court for Montgomery County on March 23, 2022. Following removal to this Court on April 22, 2022, Plaintiff filed an Amended Complaint on May 9, 2022, adding claims against the owners of the Parking Lot in Ms. Hall's mother's apartment building – Wheaton Metro Residential Holdings, LLC and Foulger-Pratt Residential, LLC. *See* ECF no. 14.

19. Following service of the Amended Complaint, Defendants filed Answers to the Complaint, ECF nos. 18 and 25, and the Parties engaged in extensive discovery regarding Rule 23 certification. After many months of discovery, Plaintiffs filed a comprehensive Motion for Certification of the Plaintiff Class on July 21, 2023, ECF no. 46, as well as a Second Amended Complaint, ECF no. 45, adding the owners and directors

of Henry's Towing – Fred Scheler, Richard Barakat and Josh Welk – as Defendants.

20. The Defendants responded with two lengthy omnibus motions to dismiss. *See* ECF Nos. 75 & 76. Those motions, though fully briefed, have not been ruled on.

Settlement Negotiations

21. Throughout the litigation, the Parties, maintained an open line of communication regarding settlement. On January 3, 2023, the Parties notified the Court that they intended to explore a potential resolution of the case through private mediation, supervised by the Hon. James R. Eyler (Ret.). *See* ECF No. 35.

22. Judge Eyler conducted an in-person mediation session on February 7, 2023, and additional sessions – either in person or by Zoom – on April 25, 2023, December 6, 2023, August 19, 2024, September 20, 2024 and September 30, 2024 and another session on October 11, 2024. *See* ECF Nos. 55, 57 and 97. All totaled, seven (7) mediation sessions, over twenty-one (21) months, were required to resolve this case.

23. In addition to these mediations, the parties continued their intensive negotiations, with Judge Eyler as the mediator, through November 26, 2024.

24. At the October 11, 2024 mediation, the parties were successful in reaching an agreement in principle on a class-wide settlement of all claims in this case. The parties then advised the Court that they were working to draft a formal settlement agreement, and were aiming for the settlement agreement and a motion for preliminary approval of the settlement under *Fed.R.Civ.P.* 23 to be filed within thirty (30) days. *See* ECF No. 99.

25. The parties requested several extensions to the deadline for them to file a motion for preliminary approval of the settlement to allow them to continue their efforts to reach agreement on the language of the settlement agreement (ECF Nos. 101 & 103). The Court approved each of those requests, which allowed the parties to complete the settlement.

26. The mediation and settlement efforts in this case were characterized by arms-length negotiations with substantial compromise on both sides, mutual give-and-take, and the absence of collusion. The parties' efforts to reach the final Settlement Agreement included exchanging multiple drafts of the Settlement Agreement and supporting documents and multiple telephone conferences with their mediator, Judge Eyler.

27. Although the mediation in this case was a lengthy and arduous process, it was ultimately successful. After settlement was reached, the parties' status reports reflect that the parties worked diligently and cooperatively to draft the Agreement – a process which was itself lengthy and arduous and involved numerous drafts of the Agreement, substantial give-and-take between the parties, and additional negotiations to reach consensus on disputed points.

Claims Process

28. Ultimately, I determined that a claims process is necessary in this case because the data maintained by the Defendants in the regular course of their business operations, while containing significant information that can be used to identify the Class members in this case, does not memorialize whether the vehicle towed was a commercial vehicle or one purchased, acquired or driven for personal, family, household or agricultural purposes. Thus, in the course of administering the settlement in this case, the Settlement Administrator would have no effective way to identify the “consumers” within the group receiving notice in this case unless a claims process is utilized.

29. Potential claimants who are not “consumers” as that term is defined in the Settlement Agreement, will not receive a payment under the Settlement.

I Recommend the Settlement

30. In light of my experience in consumer class action litigation and settlement,

and my familiarity with this litigation, the benefits to be provided to Settlement Class members as a result of the Settlement Agreement, and the negotiations leading to the settlement, I strongly recommend the Court's approval of the Settlement Agreement as fair, reasonable and adequate to Settlement Class members.

31. If this case were to proceed to trial, I anticipate that the trial would take approximately two weeks. The expense of taking this case through trial would have been considerable. A substantial amount of additional formal discovery (including many additional important depositions) and extensive motion practice would have to be completed. Trial preparation would require great effort and expense. Both the Class and Defendants would have incurred substantial expenses – and the Class' expenses would have detracted from any eventual judgment amount.

Attempted Legislative Actions

32. During the course of this litigation, Defendants also have attempted to wipe out this litigation through legislative action. Class Counsel have fought off multiple attempts in Maryland's General Assembly to ***retroactively*** amend the Maryland Tow Act, Md. Code Ann., Transp. § 21-10A-01 *et seq.* to permit possessory liens.

33. During the 2024 Session of the Maryland General Assembly, lobbyists hired by Henry's Towing in response to this lawsuit, introduced S.B. 107 and H.B. 514, both of which, if passed, would have applied retroactively so as to wipe out the present action. *See Exhibits A and B*, respectively (true and accurate copies of S.B. 107 (2024) and H.B. 514 (2024)).

34. In particular, each Bill provided that:

“this Act ***shall be construed to apply retroactively*** and shall be applied to and interpreted to affect any action for the wrongful retention of a motor vehicle arising out of the towing or removal of the motor vehicle from a privately owned parking lot under Title 21, Subtitle 10A of the Transportation Article occurring before the effective date of this Act.”

Id. at Section 2 (emphasis added).

35. S.B. 107 and H.B. 514, were each defeated, in part, because of my substantial opposition to the legislative effort. They also resulted in the Office of the Attorney General weighing in against a last minute effort to amend the proposed legislation. See **Exhibit C**, Letter from Natalie R. Bilbrough to the Honorable Sara Love dated April 5, 2024 (a true and accurate copy of the April 5, 2024 Letter) (citing this Court's decision in *Huemmer v. Mayor & City Council of Ocean City*, 474 F. Supp. 704, 711 (D. Md. 1979), and the Fourth Circuit's affirmance in *Huemmer v. Mayor & City Council of Ocean City*, 632 F.2d 371 (4th Cir. 1980)).

36. The legislative failure in the 2024 Session did not deter the Henry's Towing Defendants. In the 2025 Session of the Maryland General Assembly, Henry's lobbyists introduced two (2) similar Bills, S.B. 883 and H.B. 1405. These Bills, like their 2024 counterparts, also were defeated, again due, in part, to my substantial opposition to the legislative effort.

Ms. Hall's Efforts

37. Class Counsel have coordinated their efforts in this case with the Class Representative, Ms. Hall. Ms. Hall has demonstrated her dedication to this case during the years it has been litigated. She has consulted with Class Counsel many times about her experiences, the facts of this case, litigation strategy and progress, and the proposed settlement. Throughout the litigation Ms. Hall provided detailed information and documents to Class Counsel about the issues presented in this case and took the time to understand and approve litigation and settlement strategy. Ms. Hall assisted with preparing the of the Complaint and Amended Complaints and reviewed and approved each of those pleadings. She lent her individual and personal name and circumstances to the case and obtained an excellent proposed result for the numerous absent Settlement

Class members. She was prepared to testify at deposition and trial if necessary. Ms. Hall has no conflict with the proposed Settlement Class.

38. Ms. Hall's efforts have resulted in substantial proposed benefits to many similarly situated Marylanders. Representative Plaintiff achieved this settlement not only for her own benefit, but for the benefit of other Settlement Class members.

The Notice Process

39. In connection with this Settlement, the Parties agreed to the appointment of Strategic Claims Services ("SCS") as the Settlement Administrator. SCS has handled settlement administration in class actions for more than twenty (20) years. It is routinely appointed to administer class action settlements by the State and Federal Courts. Ten such cases are noted on its website. <https://www.strategicclaims.net/claims-administration/> (last visited May 5, 2025).

40. Consistent with the requirements of the Preliminary Approval Order (§ 8) and the Settlement Agreement (§ 26), on February 19, 2025, Defendants produced to the Settlement Administrator and Class Counsel data indicating that there may be as many as 56,600 Class members. On March 19, 2025, as a result of the larger than expected data set, the Court granted the Parties request to extend the date for disseminating the Court-approved notice to Settlement Class members.

41. After cleaning up Defendants' February 19, 2025 data dump – including eliminating duplicates, commercial vehicles and other data that appeared unconnected to the Settlement – the Settlement Administrator, Strategic Claims Services (SCS), determined that the original estimate of 38,000 potential Settlement Class Members was likely correct. And after running the data through various information services such as TransUnion and Lexis-Nexis, as set forth in the Settlement Agreement (§ 26(C)), SCS determined that notice could be disseminated to 33,443 individuals. Thus, information

for roughly 88 % of the potential Settlement Class Members – including their last known address – was obtained through the notice process.

42. On April 9, 2025, SCS mailed by first-class mail the Court approved Postcard Notice to these individuals consistent with the Preliminary Approval Order at ¶ 8. Among other things, that notice directs Settlement Class members to the website www.HenrysTowingSettlement.com, where the Settlement Agreement, a long-form notice, this memorandum, and other documents concerning the settlement may be viewed and downloaded. The final notices provided by the Settlement Administrator were approved by the Court in connection with Preliminary Approval. ECF No. 108, Preliminary Approval Order at ¶ 8.

Attorney's Fees and Costs

43. Payment for Class Counsel's work performed on this case is entirely contingent on success, and Class Counsel was retained by Representative Plaintiff under a contingent fee agreement. In the event of failure, Class Counsel would receive nothing for their services. The risk of loss in this case was high, as the legal and factual issues presented in this case are novel.

44. During the time that this case was pending, Class counsel received no compensation in this case, while expending significant attorney time and substantial resources for the benefit of the Class.

45. The current hourly billing rates for the individuals who are serving as Class Counsel in this case are as follows:

Name	Hourly Rate	Number of Hours through May 5, 2025	Lodestar
Richard S. Gordon (admitted to the Bar in 1989 – 36 years)	\$700/hr.	896.7	\$627,690 ⁰⁰
Benjamin H. Carney (admitted to the Bar in 2004 – 21 years)	\$600/hr.	157	\$94,200 ⁰⁰

46. Together, Class Counsel have spent substantial time investigating the case, crafting legal theories, drafting pleadings, conducting informal and formal discovery, reviewing records, preparing and participating in mediation and settlement negotiations and addressing other issues necessary to effect, and on other necessary matters. Class Counsel have so far devoted more than **1,053** attorney hours to the litigation of this case, equating to a “lodestar” (hours times applicable billing rate) of **\$721,890⁰⁰**. Time spent on this case displaced substantial time from other matters. Based on my experience with class action settlements, Class Counsel’s work is far from over. Class Counsel’s involvement and interaction with the Class, following the mailing of the Class Notice, will entail numerous telephone calls and other interactions with Class members; requests for advice to Class members on whether they are entitled to payments from the Settlement Fund; clarification of the terms of the Settlement Agreement and questions relating to the protocol for receiving a settlement check. This involvement and time expenditure is expected to continue until well beyond the date of full distribution of the settlement monies.

47. Representative Plaintiff’s Motion for Final Settlement Approval, Motion for an Award of Attorney’s Fees to Class Counsel, and Motion for an Incentive Award to the Class Representative, with memoranda, and the Second Amended Complaint will be

available for Class Members to review on the Settlement Website once the Final Approval motions are filed. The Website – www.HenrysTowingSettlement.com – advises that Class Counsel will seek an award of attorney’s fees of one third (33⅓%) of the common fund, and that the Representative Plaintiff will seek an incentive payment of \$15,000.00.

48. Class Counsel advanced payment in the amount of \$10,494⁶³ for the litigation costs in this case. These costs are as follows:

Filing fee	\$ 165 ⁰⁰
Deposition expenses	\$2,397 ²⁰
Plaintiff’s portion of	
Mediation fees	\$7,863 ⁰⁰
Mileage	\$ 69 ⁴³
TOTAL EXPENSES through 5/5/2025	\$10,494⁶³

49. Class Counsel retain receipts for litigation expenses. All such material is available for submission to or inspection by the Court upon request.

50. Other than the above-captioned case, I am unaware of any other litigation concerning Defendants and the controversy in this case which has already been commenced by members of the proposed Settlement Class, or anyone else. To my knowledge, before I filed *G&G Towing* in April 2015, or the above-captioned lawsuit, no other lawyers had filed a class action challenging possessory liens imposed by a trespass towing company in a Maryland Court.

51. As of May 2, 2025, 1699 Class members have submitted claims, via the internet or by mail – approximately 5% of those receiving notice. According to the Settlement Administrator, at this point, 1,685 Claims are approved. More than three (3) months still remain for Settlement Class Members to submit claims.

52. The Settlement Agreement in this case is the only agreement Class Counsel is aware of which was made in connection with the proposed settlement. There are no side

agreements in connection with the Settlement. Nor is there any other litigation concerning the facts and circumstances of this case already commenced by members of the class.

I SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING PAPER ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Executed on May 6, 2025


Richard J. Gerson