

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ASHLY ALEXANDER, CEDRIC BISHOP,
AMY THOMAS-LAWSON, BRENDA
BOLEY, MIGUEL PADILLA, WILLIAM
GREEN, and VICTORIA DAWKINS,
*On Behalf of Themselves and All Others
Similarly Situated,*

Plaintiffs,

v.

CARRINGTON MORTGAGE SERVICES,
LLC,
Defendant.

Case No. 1:20-cv-02369-RDB

**DECLARATION OF PHILLIP ROBINSON IN SUPPORT OF PLAINTIFFS' FEE,
EXPENSE, AND SERVICE AWARD APPLICATION**

Phillip Robinson, being of lawful age, declares:

1. I have personal knowledge of the facts set forth herein this Declaration unless otherwise stated, and I am competent to testify to these facts if called on to do so.
2. I am the owner and sole member and attorney at the Consumer Law Center, LLC. I am admitted to practice before this Court as counsel of record for the Plaintiffs and the Settlement Class in this case.
3. This action commenced on July 10, 2020 in the Circuit Court of Baltimore County, Maryland and was thereafter removed to this Court. After the Court granted Defendant Carrington Mortgage Services LLC's motion to dismiss and that ruling was appealed to the Fourth Circuit, the attorneys at Tycko & Zavareei LLP and Bailey & Glasser LLP and I agreed to join together in this action as "Co-Lead Counsel" to pursue the appeal and thereafter represent the class or classes presented in this action. After the successful result in the Fourth Circuit, i.e. *Alexander v. Carrington Mortg. Servs., LLC*, 23 F.4th 370 (4th Cir. Jan. 19, 2022), my Co-Lead Counsel

and I with the assistance of the Plaintiffs were able to reach the Settlement Agreement (ECF. 53-4) now before the Court to resolve this action and some of the related actions.

CONSUMER LAW CENTER LLC & PHILLIP ROBINSON

4. I was first licensed to practice law in 2000. I am currently admitted to practice before the Maryland Court of Appeals, and various federal courts including the United States District Court for the District of Maryland, United States District Court for the District of Columbia, the United States Court of Appeals for the Fourth Circuit, and the United States Court of Appeals for the Ninth Circuit.
5. My previous and current practice has included representing consumers in financial transactions, concentrating in debt collection and mortgage servicing practices. I have represented consumers in cases involving federal and state consumer protection laws for approximately 18 years. I have been counsel in over a hundred cases involving consumer protection claims before this and other courts throughout the country. My case resume is attached hereto as Exhibit A.
6. In addition to my current practice, I previously was Of Counsel to the Legg Law Firm LLC and a past Executive Director and Attorney for Civil Justice Inc., an award winning private not-for-profit legal services program that concentrates on legal representation in the area of predatory consumer practices in Maryland.
7. In the community, I have also served in a variety of appointed positions and have been recognized in a variety of settings including:
 - Appointed Member of the Maryland State Bar Association's Laws Committee (2019 to 2022)
 - Appointed Recipient of the Consumer Advocate of the Year Award, National Association of Consumer Advocates (2016)
 - Appointed Member, Montgomery County, Maryland Advisory Committee on Consumer Affairs (2007 to 2011, 2021 to the Present)

- Appointed Member, Maryland Consumer Rights Coalition Board of Directors (2010-2011)
- Recipient of the Denis J. Murphy Consumer Advocate of the Year, Maryland Consumer Rights Coalition (2008)
- Appointed Member, Governor O'Malley's Homeownership Preservation Task Force (2007)

8. I also have provided regular training for other attorneys, housing counselors, other professionals, and the public in Maryland and around the country. A sample of this work includes:

2008

- Maryland Cash Campaign
Title: Money Power Day
- Homeowner Retention Workshop
Sponsor: Congressman Elijah Cummings
- Consumer Rights Litigation Conference in Portland, OR
Title: Foreclosure
- The Maryland Institute for Continuing Professional Education of Lawyers, Inc.
Title: Advanced Real Property Institute

2009

- Consumer Rights Litigation Conference in Philadelphia, PA
Title: Foreclosure Consultant and Loan Modification Scams
- Homeowner Retention Workshop
Sponsor: Congresswoman: Donna Edwards
- Homeowner Retention Workshop
Sponsor: Congressmen: Steny Hoyer

2010

- Maryland Department of Housing and Community Development and Civil Justice Inc. Title: New Foreclosure Prevention 101-A Beginner's Guide

2011

- Judicial Institute of Maryland
Title: Consumer Protection Law
- Homeowner Retention Workshop

Sponsor: Maryland Department of Housing & Community Development

2015

- Mortgage Training Conference in Washington, DC
Title: Discovery: Getting the Information You Need
- Maryland State Bar Association Solo Day
Title: Doing Well by Doing Good: How to Spot a Good Consumer Case

2016

- Mortgage Training Conference in Boston, MA
Title: Litigating Mortgage Cases Parts 1, 2, and 3
- Consumer Rights Litigation Conference in Anaheim, CA
Title: Litigating Servicing Cases: Preparing and Presenting Mortgage Misconduct at Trial

2017

- Fair Debt Collections Conference in New Orleans, LA
Title: FDCPA Claims Related to Mortgage Servicing
- Mortgage Training Conference in Philadelphia, PA
Title: Dealing with Distressed Mortgage Purchasers
- Consumer Rights Litigation Conference in Washington, DC
Title: Discovery Issues in Mortgage Servicing and Foreclosure Litigation

2018

- Practicing Law Institute in San Francisco, CA
Title: Representing the Pro Bono Client: Consumer Law Basics 2018
- NAACP, Prince George's County Chapter
Title: Foreclosure Defense Workshops
- Consumer Rights Litigation Conference in Denver, CO
FDCPA Claims and Mortgage Foreclosures

2019

- Consumer Rights Litigation Conference in Boston, MA
Newcomers Breakfast Host

2021

- Make the Right Mortgage Decision for You (virtual)
Sponsor: Montgomery County Office of Consumer Protection
- Mortgage Training Conference (virtual)

Title: Litigation: Taking the Deposition of the QWR Rep

- Dealing with Mortgages and COCs During COVID-19 (virtual)
Sponsor: City of Takoma Park & Civil Justice Inc.
- Consumer Rights Litigation Conference (virtual)
Using Violations of Mortgage Servicing Rules without Private Rights of
Action as Predicates for FDCPA and UDAP Claims
- Understanding the Maryland Homeowner Assistance Fund, Moderator
(virtual)
Sponsor: Montgomery County Office of Consumer Protection

2022

- Preventing Home Foreclosures in Oregon in Portland, OR
Sponsor: Oregon State Bar
- Mortgage Training Conference in St. Louis, MO
Title: Litigation: RESPA Updates
- Defending Zombie Second Liens in Baltimore, MD
Sponsor: Pro Bono Resource Center

9. Since 2004 through the present, I have also testified by invitation and otherwise before the Maryland General Assembly and Congressional committees relating to consumer protection laws. I have also participated in drafting these laws. I was also invited by the White House to attend the ceremony where President Obama signed the Dodd-Frank Act into law.

ATTORNEY FEES AND COSTS IN THIS CASE

10. This case commenced in the Circuit Court for Baltimore County, Maryland on July 10, 2019 and was removed to this Court by the Defendant on or about August 17, 2020. I had previously represented Ashly Alexander in another matter. Later Cedric Bishop joined this action once removed to this Court. I had previously represented Cedric Bishop in another matter.

11. Beginning with the pre-commencement/investigation phase, filing and post-filing motions phase, appeal to the United States Court of Appeals for the Fourth Circuit, and post remand proceedings back in this Court, my firm and I have devoted the resources necessary to pursue

the claims in this successful action and advanced time and costs to the benefit of the Class members and Plaintiffs (as well as administration of the case on behalf of the Class).

12. During the appeal phase, we also engaged highly qualified and recognized co-counsel to undertake this action with us on behalf of the Class including all the appellate work and to serve as “Co-Lead Counsel.” Together, my Co-Lead Counsel and I worked to present this case and the common arguments from multiple cases around the country to the Fourth Circuit to protect the interests of all Class members nationwide and the remedial class claims presented in the various actions. The strategic decision to focus on this action made sense since Maryland’s laws are as Judge Wilkinson remarked at the oral argument in this matter “We sit in a lot of these consumer protection cases...Maryland law seems to be about the most protective of any state. And the Maryland decisions plus the statute...seems to offer a fairly broad coverage...”¹ In addition, in the other actions around the country Carrington was advancing an arbitration argument to avoid any judicial review of its practices on a class-wide basis which ultimately succeeded in the Eleventh Circuit, *Attix v. Carrington Mortg. Servs., LLC*, 35 F.4th 1284 (11th Cir. May 26, 2022) and was pending before the Ninth Circuit at the time the proposed settlement in this action was reached (and is now stayed pending this Court’s approval of the settlement); but here, in the Fourth Circuit, Carrington’s argument would face serious doubts in light of the Court’s recent decision in *Lyons v. PNC Bank, Nat’l Ass’n*, 26 F.4th 180 (4th Cir. Feb. 15, 2022) obtained by my firm.

13. My Co-Lead Counsel and I pursued the claims in this matter on a contingent basis, as is custom and uniform in these matters, with no guarantee of any successful outcome. The risk of not

¹ Available at <https://www.ca4.uscourts.gov/OAarchive/mp3/20-2359-20211208.mp3> at the 17:33 mark.

succeeding in this case was significant as exemplified by the Court's initial dismissal of the Plaintiffs' claims which led later to the reported appellate decision by the Fourth Circuit.

14. In any contingency there is a serious risk that no attorney fees or settlement or judgment sum will be realized for any number of reasons. In this case, Plaintiffs faced an unusual circumstance that also potentially risked their claims and the opportunity to gain future relief for the class members—something that is not an everyday occurrence. Specifically, within weeks of the appellate decision in this case, the Maryland General Assembly began consideration of proposed legislation by the Office of the Commissioner of Financial Regulation (i.e. SB 217) during the last legislative session.

- i.* As originally proposed by the Commissioner, the legislation would have expressly permitted convenience fees by statute. As later amended, the legislation would have also allowed financial service companies to charge convenience fees above their actual costs. While certainly the legislation could not have lawfully impacted the vested rights of the Class members pursued by this action, the mere introduction of this legislation by the government official charged with supervising financial service companies in Maryland like the Defendant was intended to support the imposition of junk fees by his licensees in contravention of the appellate decision in this case.
- ii.* The Commissioner's stated purpose was in part based upon the fact his licensees were facing lawsuits for imposing and collecting fees barred by the Maryland Consumer Debt Collection Act. Because my Co-Lead Counsel and I owed a duty to our clients, we opposed the Commissioner's legislation as misguided and it failed at the end of the legislative session.

iii. The risk of taking no action, however, which may have impacted the class members' rights in this action further supports the contingency award sought here since not only did I and my Co-Lead Counsel protect the legal rights of the Class members but we also worked to protect their public rights in the Legislature by opposing the effort of the Defendant's licensing agency to legalize convenience fees which are not part of any mortgage contract.

16. On two recent occasions, I have also agreed in this Court to waive my right to a percentage of the common fund or any attorney fees otherwise available to ensure a greater benefit to the putative class members and those matters may not have resolved or received final approval of the Court if I have not done so. Judge Grimm and Judge Gessner each recognized the sacrifice my co-counsel and I made to bring those matters to a positive resolution to the class members by our actions and involvement. *See* Exhibits B-C. These experiences demonstrate that sometimes even a contingency case may result in no fee but obtain a successful result for the class and as part of my practice and custom I have sacrificed my right to a fee I have earned in other matters. Of course this is not necessary or appropriate in this action given the outstanding results obtained here to which I played a material part in obtaining for all the class members.
17. Just like some matters do not result in a fee, whether I waived it or my clients' claims did not succeed, a contingency fee award permits my Co-Lead Counsel and I to represent consumers who otherwise could not afford to pay an attorney for a small dollar damage case (on an individual basis).
18. My Co-Lead Counsel and I are seeking an attorney fee award of 40% of the cash common fund created by the settlement (i.e. \$7,272,758.20) but equals approximately just 16.5% of the total benefits achieved by the Parties' settlement agreement for the Class members.

19. Specifically, as part of the Parties' agreement, if approved by the Court, the class is entitled to two primary benefits: (i) a \$18,181,898.65 cash common fund (Settlement Agreement [ECF 53-4] at § IV(A)) and (ii) prospective future relief to the class members for "a three year period following the entry of the Preliminary Approval Order" which involves injunctive relief where Carrington will stop charging or collecting convenience fees but continue to accept payments by telephone, IVR, and the Internet (Settlement Agreement [ECF 53-4] at §§ II(II), IV(C)). The value of the prospective future relief based on actual data from the past four years is approximately \$26 million. So, the total gross benefit to the Class for the settlement reached by the Parties is approximately \$44 million.
20. This Court (and its sister state courts) has previously approved similar settlements and attorney fee awards like that requested here in which I was involved as one of the counsel for the plaintiffs.² In these similar cases—typically involving a defaulted debt purchaser defendant—a cash common fund was created but the defendant also agreed to specific non-monetary relief to waive any further collection of the debts it believed the class members owed them in whole or in part (in some cases those debts had been reduced to state court judgments against the class members). Like here, my co-counsel in these other matters which were routinely approved on a class-wide basis sought an award of 40% of the cash common fund created as part of the settlement. We based those requests in part on the value of the defendants' agreements to also waive their rights to collect further from the class members.

² See e.g. *Bradshaw v. Hilco Receivables, LLC*, 10-0113- RDB, U.S. DIST. COURT MD. (40%); *Baker v. Sunshine Financial Group, LLC*, 11-02028-PWG U.S. DIST. COURT MD. (40%); *Tyeryar v. Main St. Acquisition Corp.*, 11-00250-CCB, U.S. DIST. COURT MD. (40%); *Johnson v. Midland Funding, LLC*, 09-2391-ELH, U.S. DIST. COURT MD. (39%); *Rand v. Main Street Acquisition Corp.*, CIR. CT. FOR BALTIMORE CITY (Case No. 24-C-13-004864)(40%); and *Turner v. Asset Acquisition Group, LLC*, CIR CT. FOR BALTIMORE CITY (Case No. 24-C-13-004861)(40%).

21. In the prior cases described in the prior paragraph, my co-counsel and I also identified this added benefit (i.e. the waiver of debts) to the Court as grounds to support the attorney fees requested. However, we candidly also represented to the Court that it was difficult for us to proffer what the remaining debts might actually be valued at since not all defaulted consumer debts are collectable, even if memorialized to a judgment. However, nearly uniformly, the class members in each case recognized the benefit of not having to pay back sums demanded by the defendants in those cases whether collectable or not. Here, my Co-Lead Counsel and I have reviewed the precise data to identify all convenience fees imposed and collected related to the class members' mortgage accounts which was provided by the Defendant to Class Counsel. The data which Carrington is required to maintain (i.e. 12 C.F.R. § 1024.38(c) and Md. Code Regs. 09.03.06.05(B)(1)(h)) shows that it collected an average of approximately \$8.64 million dollars per year over at least the last four years before the Settlement. *See also* Settlement Agreement [ECF 53-4] at §§ II(II), IV(C). From that experience it can safely be assumed that the non-monetary benefit obtained by the Settlement terms that Carrington has agreed is at least \$26 million but likely more when class members understand the convenience to pay their mortgage payment by phone or the Internet is free and will thus likely take advantage of the service more frequently as a result. We also know from this data a much more definite value for the injunctive, non-monetary relief the Defendant has agreed to as compared to the prior debt buyer cases that the Court has some experience resolving. *See ¶ 20 supra.*

22. Based upon my experience in this Court and nationwide as described herein, not only is the settlement fair, adequate and reasonable, so to is the requested attorney fees since but for this case and the work of my Co-Lead Counsel and I the Defendant would likely have continued

to charge its customers across the country whatever fees it deemed appropriate. We also know this possibility to be true here in Maryland since had my Co-Lead Counsel I not opposed the proposed legislation by the Commissioner of Financial Regulation during the last legislative session, the General Assembly would have passed a bill to expressly authorize Carrington (and others) to charge convenience fees.

23. All of the loadstar hours incurred by myself and my paralegal at the Consumer Law Center were incurred in this successful action and in defense of their claims from the filing of the initial Complaint in the state court through the current stage of the proceedings. Should the Court wish to review the Consumer Law Center's loadstar and time records we are able to provide them to the Court within 24 business hours. It is also anticipated that future time will likely be incurred by me and my paralegal through the Final Fairness Hearing and thereafter to respond to class member inquiries, preparing for the hearing, and answering any of the Court's inquiries.

24. I do wish to acknowledge the hourly rates for my firm (Attorney at \$650.00 per hour and Paralegal at \$160.00 per hour) are above the Court's Appendix B Guidelines for myself and my paralegal in the prior paragraph. However, this is because:

- a. Since the Court instituted the currently guidelines on July 1, 2014, the cost of legal services has materially increased as well as the rate of inflation in that time.
- b. The demand for my services has increased exponentially since July 1, 2014—especially concerning debt collection matters involving mortgage actors. This demand is in the varied work I have performed in this Court and elsewhere (Exhibit A), continuing education I perform on a regular basis (*see* ¶ 8 *supra*), and recognition I have received as part of the community (*see* ¶ 7 *supra*).

- c. Under the Laffey Matrix my hourly rate would be approximately \$919 per hour and my paralegal's rate would be approximately \$208 an hour.
 - d. Few other members of this Court's Bar represent mortgage borrowers on unique statutory claims who are willing to pursue their client's right's created by the Legislature to the level I have done so since July 1, 2014. I do not suggest I have always been successful but I do believe I generally am recognized by most members of the Bench and Bar alike as a fierce, zealous advocate for those against financial service companies in a variety of settings which further supports my hourly rate. *See e.g.* Exhibits B & C.
25. Initially, I acted as the primary attorney in this matter at its inception by investigating the claims, filing the claims, and defending the claims at the initial motions phase with the support of my paralegal.
26. After we noted the appeal of the Court's initial dismissal, we joined together thereafter with our Co-Lead Counsel to present the appeal to the United States Court of Appeals for the Fourth Circuit and seek a resolution not only for the original claims in this action but also the claims pursued by my Co-Lead Counsel in the other companion cases around the country involving the Defendant in this action in the settlement class before the Court in the motion papers.
27. The appellate and other work that accrued thereafter in this matter was divided relatively evenly between the firms on these cases to avoid duplication of efforts. Each firm contributed their strengths and talents based upon which firm's attorneys had the most experience in a given area. As the primary attorney from Maryland, I provided detailed advice for the arguments and developed case law from the State and Federal courts that helped guide the arguments to the Fourth Circuit. *See also See ¶ 12 supra.*

28. I previously provided the Court my Amended Declaration in support of preliminary approval which is incorporated by this reference. ECF. 55.
29. The time records for myself and my paralegal were and remain kept contemporaneously. For each task performed we accounted for our time in 1/10 of hour (6-minute) increments and we noted the tasks and work performed with short narratives.
30. None of my clients can typically pay me my hourly rates. However, they can engage me to pursue their rights under an appropriate contractual or statutory fee-shift provision to which their claims are based just like in this case and/or on a contingency basis on a common fund theory.
31. I anticipate that Class Counsel will devote substantial additional time to this case after the date of this Declaration, including: (1) finalizing this application; (2) preparing for and attending the final approval hearing; (3) monitoring the claims and distribution process; corresponding with the claims administrator; (4) managing the extended payment plan; (5) ensuring compliance with the injunctive relief; and (6) responding to Class Member inquiries.
32. I have received class member inquiries and have responded to all questions and will continue to do so.
33. The Consumer Law Center LLC has incurred the following costs to date in this litigation taking on the risks on behalf of the Class members:

Court Fees:	\$685.00
Printing Costs:	\$560.74
Total:	\$1,245.74

I swear under penalty of perjury and upon personal knowledge that the foregoing is true and correct to the best of my knowledge.

Executed on September 26, 2022



Phillip Robinson

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ASHLY ALEXANDER, CEDRIC BISHOP,
AMY THOMAS-LAWSON, BRENDA
BOLEY, MIGUEL PADILLA, WILLIAM
GREEN, and VICTORIA DAWKINS,
*On Behalf of Themselves and All Others
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Plaintiffs,

v.

CARRINGTON MORTGAGE SERVICES,
LLC,

Defendant.

Case No. 1:20-cv-02369-RDB

EXHIBIT A

TO

**DECLARATION OF PHILLIP ROBINSON IN SUPPORT OF PLAINTIFFS' FEE,
EXPENSE, AND SERVICE AWARD APPLICATION**

Phillip R. Robinson, Esq.

LIST OF SAMPLE REPRESENTATIVE CONSUMER LAW CASES

Keneipp v. Fountainhead et al. (Civil Action No. 03-cv-02813-WMN) and *Johnson v. Fountainhead* (Civil Action No. 03-cv-03106-WMN) (November 2, 2005)

- Appointed Class Counsel by the federal court in matters which settled and returned 100% of over charges to Maryland homeowners deceived as part of illegal kick-back and referral scheme.

Greer v. Crown Title Corp., Cir. Ct. Balt. City, Case No. 24-C-02001227 (September 2005)

- Appointed Class Counsel by state circuit court in matter which settled and returned 130% of over charges to Maryland homeowners deceived as part of illegal kick-back and referral scheme

Shorb et al. v. Draper & Goldberg, PLLC, Cir. Ct. of Fred. Cty., Case No. 10-C-04-002942 (October 2005)

- Successfully petitioned for a modification to proposed *cy pres* award to include an award to Civil Justice to provide prospective relief to consumers who had been victim of certain predatory real estate practices while facing foreclosure and in bankruptcy.

Benway v. Resource Real Estate Services, 239 F.R.D. 419, (D.Md. 2006)

- Appointed Class Counsel by federal court in nationwide illegal kick-back and referral scheme.

Robinson v. Fountainhead Title Group Corp., 447 F.Supp.2d 478 (D.Md. 2006); 252 F.R.D. 275 (D.Md. 2008)

- Appointed Class Counsel by federal court in largest illegal kick-back and referral scheme in Maryland history.

Taylor v. Savings First et al., Cir. Ct. Balt. City, Case No. 24-C-02001635 (January 2008).

- Appointed Class Counsel by state circuit court in mortgage broker fee scheme resulting in more than \$8,000,000 being returned to class members. Appointed Class Council by state circuit court in certified class action against Wells Fargo.

Proctor v. Metropolitan Money Store Corp., 645 F.Supp.2d 464, 483 (D.Md.2009); *Winston v. Regional Title & Escrow LLC*, (U.S. Dist. Ct., Civ. Act. No. 08-2633-RWT) (D.Md. 2009)

- Appointed Class Counsel for a settlement class representing part of the single largest foreclosure rescue scheme in the country with the Metropolitan Money Store Corporation.

Geesing v. Matthews, Balt. Cir. Ct. Civ No. 24-O-10001394 (Jan. 2011)

- Counsel in class action Motion to Dismiss on behalf of a group of Defendants facing foreclosure based upon robo-signed documents upon which the witness testimony presented to the state courts was not based upon any personal knowledge by the affiant who testified otherwise; result in the dismissal of more than 200 similar pending actions in the state.

Hauk v. LVNV Funding, LLC, 749 F. Supp. 2d 358 (D. Md. 2010)

- Counsel in class action in which the Court granted denied motion to dismiss by unlicensed collection. Case settled and provided significant relief to class in the form of dismissal of thousands of collection cases, credit correction and promises not to collect upon accounts valued at more than \$9,000,000.

Johnson v. Midland Funding, LLC, Case No.: 1:09-cv-02391-RDB (2010)

- Counsel in settlement class action involving an unlicensed collection. Case settled and provided significant relief to class in the form of over 5,000 collection actions being dismissed in state court, cash payments to class members, and licensure of Defendants with state.

Bradshaw v. Hilco Receivables, LLC, 725 F. Supp. 2d 532 (D. Md. 2010), 765 F. Supp. 2d 719 (D. Md. 2011)

- Counsel in class action in which the Court granted summary judgment in favor of the class for unlawful debt collection by a collection agency without a license which was a violation of federal and state consumer protection statutes; Court had previously struck Defendants' affirmative defenses for not complying to new, federal pleading standards. Case settled and provided significant relief to class in the form of credit correction and promises not to collect upon accounts valued at more than \$16,000,000.

Winemiller v. Worldwide Asset Purchasing, LLC, 1:09-CV-02487, 2011 WL 1457749 (D. Md. Apr. 15, 2011)

- Counsel in class action in which court denied Defendants' motion to dismiss and found as a matter of law that corporate, publically traded corporations could be liable for the illegal collection activities of the subsidiary collection agency. Case settled and provided significant relief to class in the form of credit correction and promises not to collect upon accounts valued at more than \$10,000,000.

Gardner v. Montgomery County Teachers Fed. Credit Union, 1:10-CV-02781-JKB, 2012 WL 1994602 (D. Md. June 4, 2012)

- Counsel in putative class action in which the Court granted summary judgment in favor of named plaintiff in Truth in Lending Act case filed concerning the illegal security interests assumed by the defendant credit union related to credit cards issued by the credit union to its members.

Castillo v. Nagle & Zaller, PC, CIV.A. WDQ 12-cv-2338 (2013)

- Class counsel in \$300,000 settlement with unlicensed collection agency law firm which utilized nonattorney employees to collect.

Rand v. Main Street Acquisition Corporation, Cir. Ct. for Balt, Civ No. 24-O-13-004864 (2015)

- Appointed class counsel and obtained final approval in class action settlement involving over 250 void judgments that resulted in the deletion of more than \$1,000,000 in judgments from the public records and other relief to the class.

Turner v. Asset Acquisition Group, LLC, Cir. Ct. for Balt, Civ No. 24-C-13-004861 (2015)

- Appointed class counsel and obtained final approval in class action settlement involving over 60 void judgments that resulted in the deletion of nearly \$300,000 in judgments from the public records and other relief to the class.

Baumgardner v. Blatt, Cir. Ct. for Anne Arundel County, Civ. No. C-02-CV-14-000785 (2015)

- Appointed class counsel in matter against collector utilizing Maryland courts to knowingly collect upon void judgments.

Martinez v. Grand Bel Manor Condominium, et al., Cir. Ct. for Montgomery County, Civ. Case No. 410129-V (2016)

- Appointed class counsel in matter involving unlawful debt collection by a condominium association and unlicensed debt collection by a management company.

LVNV Funding LLC v. Finch, 463 Md. 586, 207 A.3d 202 (2019)

- Counsel in certified class action obtained a reported decision reversing initial dismissal and thereafter obtained an order declaring thousands of pending consumer judgments void as a matter of law (and later amended to authorize a declaration declaring the judgments unenforceable) and obtained a jury verdict of \$38,630,344.00 (which was remitted to \$25,000,000).

Barbely v. Dyck O'Neal Inc., Cir. Ct. for Anne Arundel County, Civ. Case No. 02-C-14-190995 (2016)

- Counsel in certified class action which eliminated several million in mortgage deficiencies allegedly owed for a class of 38 consumer mortgage loans.

Wilcox v. Primestar, Cir. Ct. for Anne Arundel County, Civ. Case No. 02-C-14-000099 (2016)

- Appointed Class Counsel in matter involving hundreds of class members subjected to unlicensed debt collection practices by an unlicensed mortgage debt buyer.

Hansford v. Erin Capital Management, LLC, Cir. Ct. for Baltimore City, Civ. No. 24-C-13-004860 (2016)

- Counsel in certified class action which resulted in the elimination of over 100 judgments entered against the class members statewide and the establishment of a \$250,000.00 common fund for the class.

Jason v. Nat'l Loan Recoveries, LLC, 227 Md. App. 516 (2016)

- Counsel in successful appeal reversing dismissal of putative class action at the motions to dismiss stage.
- Class Counsel for class-wide settlement which will vacate hundreds of state court judgments; waived any right to any attorney fees.

Cain v. Midland Funding, LLC, 452 Md. 141 (2017)

- Counsel in successful appeal of a putative class action which reversed the trial court's order compelling the plaintiff to arbitration

Swann v. Pontus Capital Management LLC, Cir. Ct. for Anne Arundel County, Civ. Case No. C-02-cv-15-2117 (2017)

- Class Counsel for class-wide settlement involving hundreds of class members subjected to unlicensed debt collection practices by an unlicensed mortgage debt buyer; waived any right to any attorney fees.

Dazza v. Kirschenbaum, Phillips & Levy, P.C., No. CV RDB-16-3954, 2017 WL 1315510 (D. Md. Apr. 10, 2017) & *Doyle v. Frontline Asset Strategies, LLC*, No. CV RDB-16-3501, 2017 WL 1230819 (D. Md. Apr. 4, 2017)

- Counsel in putative class actions (consolidated by the court) against debt collection attorneys improperly using the state courts to collect upon void judgments; successfully defeated motions to dismiss.

Murray v. Midland Funding, LLC, 233 Md. App. 254, 163 A.3d 271 (2017)

- Counsel in successful appeal reversing the improper dismissal of putative class action.

Jernigan et al. v. Protas, Spivok & Collins, LLC, (U.S. Dist. Ct., Civ. Act. No. 1:16-cv-03058-ELH) (D.Md. 2017)

- Counsel in successful appeal reversing the improper dismissal of putative class action.

Payne et al. v. Marriot Employees Federal Credit Union, (U.S. Dist. Ct., Civ. Act. No. 2:18-cv-04009-WB) (E.D. Pa. August 2019)

- Appointed class counsel in case involving high-cost “mini-loans” in violation of the Truth in Lending Act
- Case settled and statutory damages of nearly \$600 per class member were secured for a \$45 per class member violation.

Grayson v. Freedom Mortgage Corporation, Cir. Ct. for Montgomery County, Civ. Case No. 444996-V (November 2019).

- Appointed class counsel in settlement class that returned substantial sums in excess of the improper fees imposed and collected.

Graham v. Servis One, Inc., (U.S. Dist. Ct., Civ. Act. No. 2:18-cv-4377-WB) (E.D. Pa. November 2020)

- Appointed class counsel in settlement case in case mortgage servicing case involving claims for sums not lawfully due under the Bankruptcy Code and in violation of the Fair Debt Collection Practices Act

Alexander v. Carrington Mortg. Servs., LLC, 23 F.4th 370 (4th Cir. 2022)

- Successfully appealed dismissal of state law debt collection claims and obtained reversal of dozens of Federal court decisions interpreting the state debt collection statute
- Appointed class counsel in settlement on remand in case with a gross benefit of likely over \$40,000,000 to the class (case and future relief)

LIST OF SAMPLE IMPACT CASES

Wells Fargo Home Mortg., Inc. v. Neal, 398 Md. 705, 922 A.2d 538 (Md.,2007)

- Co-counsel for the *amici curiae*.

Delph v. AllState Home Mortgage, Mont. Cty. Cir Ct. Case No. 278020V (July 2008)

- First judgment in Maryland to find a payment-option-arm mortgage loan to be unfair and deceptive pursuant to the state UDAP statute; successful remand motion reported at 478 F. Supp. 2d 852 (D. Md. 2008).

Griffin v. Bierman, 403 Md. 186 (2008)

- Served as trial and appellate co-counsel for homeowner challenging the constitutionality of Maryland foreclosure notice requirements; the Court of Appeals denied the challenge but the published decision aided the legislative reforms enacted a month later by the legislature and has tipped the deference to homeowners in Maryland's foreclosure proceedings.

New Towne Properties LLC v. Boyd, Md. Court of Special Appeals (Case No. 2058) (unpublished) (10/17/2008)

- Served as co-counsel at the trial level and counsel at the appellate level for homeowners victimized by a foreclosure rescue scheme. In this first impression case, the appellate court upheld the lower court ruling in favor of homeowners and the protections of a new state law to protect vulnerable homeowners.

Massey v. Lewis, CIV. AMD 08-261, 2009 WL 6885028 (D. Md. Feb. 24, 2009)

- Served as counsel at the trial level for victim of wide ranging bankruptcy and mortgage fraud scheme which resulted in criminal and civil judgments. Through this representation, Ms. Massey received title to her home back as well as a judgment for damages and attorney fees in the amount of \$670,000.

Harmon v. BankUnited, CIV. WDQ-08-3456, 2009 WL 3487808 (D. Md. Oct. 22, 2009)

- Served as counsel in surviving a motion to dismiss a consumer protection act claim involving a payment option mortgage.

Addison v. Lochearn Nursing Home, LLC, 411 Md. 251, 983 A.2d 138 (2009)

- Served as trial and appellate co-counsel in opposing motion to compel arbitration; established that denials of motions to compel arbitration cannot be appealed in Maryland until a final order is entered in the trial court.

Julian v. Buonassissi, 414 Md. 641 (2010)

- Served as trial and appellant counsel for successful appeal to the Maryland Court of Appeals concerning the rights of mortgage backed security to property acquired by massive foreclosure rescue fraud in favor of client and victim.

Boyd v. New Towne Properties LLC, US Bank. Ct., for Md. Case No. 08-00357, Final Judgment (June 2010).

- Obtained final judgment of \$104,000 for victims of foreclosure rescue scheme; achieved previous settlements for clients which reformed mortgage to loan amount at the time of the scam resulting in a return of \$150,000 in equity.

Hollidayoake v. JBL Mortgage Network, LLC, et al, Anne Arundel Cir. Ct. Civ No. 02-C10-155944 (2012)

- Served as lead counsel for all pre-trial and trial purposes; presented plaintiff's Real Estate Settlement Procedures Act and state unfair and deceptive practice claims against mortgage defendants in six-day jury trial concerning the arrangement of payment option mortgages for a 72 year old consumer.

Marchese v. JPMorgan Chase Bank, N.A., 917 F. Supp. 2d 452 (D. Md. 2013)

- Served as lead counsel through motions to dismiss stage and obtained favorable ruling that state law claims were properly stated against mortgage servicer for botched loss mitigation efforts.

In re Bolthouse, Case no. 10-17021 (*Bolthouse v. PHH Mortgage Corporation (U.S.B.C. Md.)*)(July 22, 2013)

- Obtained \$175,000 non-confidential settlement for homeowners seeking judgment for botched modification attempts under federal and state law.

Schneck v. SunTrust Mortgage, Inc., Case No. Case No.: 11-1878—CCB (D. Md. 2013)

- Obtained \$175,000 judgment for homeowners seeking judgment for botched modification attempts under federal and state law.

Hastings v. Ocwen Loan Servicing, LLC, No. CIV.A. GLR-14-2244, 2014 WL 7188784, at *1 (D. Md. Dec. 16, 2014)

- Serving as counsel in breach of a loan modification agreement and settlement agreement case brought under federal and state law.

Rizwan v. Lender Servs. Inc., 176 F. Supp. 3d 513 (D. Md. 2016)

- Successfully obtained remand of improperly removed counterclaims filed in a foreclosure case.

Ceccone v. Carroll Home Servs., LLC, 454 Md. 680, 165 A.3d 475 (2017)

- Counsel for *Amici Curiae* in precedent case establishing limits on a business' attempting to contract away its liability for consumer protection claims.

Hackett v. Bayview Loan Servicing, LLC, No. 8:18-CV-01286-PX, 2019 WL 1934672, at *1 (D. Md. Apr. 30, 2019)

- Successfully obtained remand of improperly removed class action case.

Gillis v. Household Fin. Corp. III, No. GJH-18-3923, 2019 WL 3412621 (D. Md. July 29, 2019)

- Successfully defendant motion to dismiss in mortgage servicing abuse case

Roos v. Seterus, Inc., No. CV RDB-18-3970, 2019 WL 4750418, at *1 (D. Md. Sept. 30, 2019)

- Successfully defendant motion to dismiss in mortgage servicing abuse case.

Banks v. Rushmore Loan Services, Montgomery Cir. Ct., Maryland Civ No. 444995-V

- Successfully defendant motion to dismiss in mortgage servicing abuse case.

Andrews & Lawrence Pro. Servs., LLC v. Mills, 467 Md. 126, 223 A.3d 947 (2020)

- Counsel for *Amici Curiae* in precedent case establishing the Maryland Consumer Protection Act applies to debt collection attorneys.

White v. NewRez LLC, No. CV RDB-20-1259, 2020 WL 4748539, at *1 (D. Md. Aug. 17, 2020)

- Successfully obtained remand of state law claims incorporating federal law in a case of first impression related to the collectors' fee harvesting program to impose and collect convenience fee assessments to consumers for accepting payments by telephone or over the Internet.
- On remand to state court case settled on a class-wide basis returning 200% of the overcharges paid by class members and defendant stopped practices

Harris v. Nationstar Mortg. LLC, No. CV CCB-19-3251, 2020 WL 4698062 (D. Md. Aug. 13, 2020)

- Successfully survived motion to dismiss federal and state law claims in a mortgage servicing abuse case where the mortgage servicer imposed fees and charges not owed as a matter of law and also failed to conduct any reasonable investigation.

Wheeling v. Selene Fin. LP, 473 Md. 356, 250 A.3d 197 (2021)

- Successfully appealed and defended remedial statute passed to protect protected tenants and former owners in possession of their former properties from unlawful threats of eviction based on no reasonable investigation by mortgage servicer.

Cain v. Midland Funding, LLC, 475 Md. 4, 256 A.3d 765 (2021)

- Successfully appealed individual questions of unlawful debt collection challenging predatory debt collection practices.

Nationstar Mortg. LLC v. Kemp, 476 Md. 149, 258 A.3d 296 (2021)

- Successful appeal against mortgage entities charging property inspection fees against borrowers' mortgage accounts that was in violation of Maryland's usury laws.
- Holding reversed dozens of adverse Federal and lower court decisions interpreting the scope of the state debt collection statute.

Newsom v. Brock & Scott, PLLC, 253 Md. App. 181, 264 A.3d 283 (2021)

- Successful appeal against directed verdict at trial in favor of debt collection law firm, interpreting mortgage fraud statute, and state debt collection statute.
- Holding was state debt collection statute governs foreclosure activities in contrast with FDCPA.

Simmons v. Maryland Mgmt. Co., 253 Md. App. 655, 269 A.3d 369, 664, cert. denied, 276 A.3d 615 (Md. 2022)

- Successful appeal of debt collection claims against collectors and their clients based on time barred debts.

Lyons v. PNC Bank, Nat'l Ass'n, 26 F.4th 180 (4th Cir. 2022)

- Successful appeal defending Dodd-Frank's ban on arbitration.

Morgan v. Caliber Home Loans, Inc., 26 F.4th 643 (4th Cir. 2022)

- Successful appeal of RESPA appeal on the scope of the statute after Dodd-Frank related to the Second Circuit's decision in *Naimoli v. Ocwen Loan Servicing, LLC*, 22 F.4th 376 (2d Cir. 2022)

Note: Many of the above cases are co-counseled actions and some were solely as lead counsel.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ASHLY ALEXANDER, CEDRIC BISHOP,
AMY THOMAS-LAWSON, BRENDA
BOLEY, MIGUEL PADILLA, WILLIAM
GREEN, and VICTORIA DAWKINS,
*On Behalf of Themselves and All Others
Similarly Situated,*

Plaintiffs,

v.

CARRINGTON MORTGAGE SERVICES,
LLC,

Defendant.

Case No. 1:20-cv-02369-RDB

EXHIBIT B

TO

**DECLARATION OF PHILLIP ROBINSON IN SUPPORT OF PLAINTIFFS' FEE,
EXPENSE, AND SERVICE AWARD APPLICATION**

Case 1:13-cv-00137-BPG Document 34 Filed 11/07/13 Page 1 of 28

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION

- - - - - x
: DEANNA DRISCOLL, :
: Plaintiff, : Civil No. 13-00137-BPG
: v. :
: NAVY FEDERAL CREDIT UNION, :
: Defendant. : October 29, 2013
: :
- - - - - x Baltimore, Maryland

FAIRNESS HEARING

BEFORE THE HONORABLE BETH P. GESNER, Judge

APPEARANCES:

For the Plaintiff, Personal Representative of the Estate of Dale Driscoll, Individually and on Behalf of Others Similarly Situated:	SCOTT C. BORISON, Esq. PHILLIP R. ROBINSON, Esq. Legg Law Firm, LLC Francis Scott Key Mall 5500 Buckeystown Pike Frederick, MD 21703
For the Defendant:	NEIL KEITH GILMAN, Esq. Hunton and Williams, LLP 2200 Pennsylvania Ave., N.W. Washington, DC 20037
Audio Operator:	Jill Klein
Transcription Company:	CompuScribe 5100 Forbes Boulevard Suite 101 Lanham, MD 20706 301/577-5882

Proceeding recorded by electronic sound recording,
transcript produced by transcription service.

jmm

19

1 each member of the Class. And I certainly recall extensive
2 discussion about that at the time of settlement in this case.
3 It would have been a distribution of a dollar or two perhaps
4 to members and that was just not economically feasible.

5 So, in addition to providing the credit report I
6 think, which details the positive and negative factors that
7 can affect one's credit score, I also understand provides an
8 interactive tool for users to determine how their actions may
9 affect their credit scores and to access customer service
10 representatives.

11 Let me also note that it would be, I think, clearly
12 prohibitively expensive for each Class member to litigate his
13 or her individual claim separately. So I do find the Class
14 members will receive the benefit of recovery without
15 incurring the expense of litigation.

16 In addition, there's only one objection to the
17 proposed settlement, which again I'll discuss in a moment.
18 But as I said before, I think the Class has clearly been
19 provided with adequate notice under the Rules and only 18
20 members, or 20 members now, have opted out. In addition, as
21 I noted, a number of members have elected to receive the
22 credit reports.

23 So I do find that the settlement is fair, adequate,
24 and reasonable for those reasons.

25 With respect to attorneys' fees, I also consider

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1 the benefits that Class counsel will receive in evaluating
2 the settlement. Class counsel seeks attorneys' fees in the
3 amount of 40 percent of the settlement fund. Let me note at
4 the outset I find those fees to be reasonable in
5 consideration of the entire record. Class counsel undertook
6 this representation, as Mr. Borison noted, on a contingency
7 fee basis on behalf of a very large class of, potentially
8 large class of plaintiffs.

9 I'd also note that Class counsel are very
10 experienced in this area of the law and have earned certainly
11 a respected reputation in the Bar. In similar cases in this
12 District, and these cases have been noted in the filings by
13 the parties, this Court has routinely awarded 40 percent of
14 the settlement fund to attorneys who represent classes of
15 plaintiffs on a contingency basis.

16 Mr. Borison mentioned the *Gardner* case settlement
17 which I approved. And there was also other cases: *Bradshaw*
18 *v. Hilco Receivables*, and *Tyerar v. Main Street Acquisition*.
19 Let me just note that in some, given the high risk of non-
20 payment, the work performed and the attorneys' experience in
21 class actions I do find the customary 40 percent fee award is
22 entirely fair and reasonable.

23 I'd also note that I recently approved a class, I
24 say recently although I sometimes am in a time warp, but it
25 was a number of months ago, but within my memory, and in my

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21

1 memory because it was notable because this same Class counsel
2 sought no attorney's fees in the context of that settlement.
3 That was in the *Stone v. Wayric Services* case. And so I note
4 that as well.

5 Plaintiff counsel in this case as I said are
6 experienced class action litigators in the area of consumer
7 protection. The fact that both the Plaintiff and the
8 Defendant recommend the Class Action be disposed of with the
9 proposed settlement, I give that certainly substantial weight
10 in evaluating the settlement.

11 And from my examination of the pleadings filed, all
12 of the parts of this record and my participation in the
13 settlement process I am aware that counsel in this case have
14 engaged in significant and extensive negotiation. And there
15 is certainly no suggestion of any bad faith or collusion.

16 Let me address, as I said I would, the objections
17 filed by Mr. Michael Liguori. There's only one Class member
18 who filed objections. He noted he would not be attending
19 today's hearing and indeed I note for the record that he is
20 not present.

21 He filed objections noting that he had specific
22 objections as follows. First he states that the Class
23 objects because the Class will receive no benefit under the
24 settlement because they could go to Free Credit Report dot
25 com to obtain for free the same services. I find that to be

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C E R T I F I C A T E

I certify that the foregoing is a correct transcript from the duplicated electronic sound recording of the proceedings in the above-entitled matter.

/s/ Jacqueline M. McFarland
Jacqueline M. McFarland
Certified Transcriber
Certificate No.: CET**227

November 7, 2013
Date

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ASHLY ALEXANDER, CEDRIC BISHOP,
AMY THOMAS-LAWSON, BRENDA
BOLEY, MIGUEL PADILLA, WILLIAM
GREEN, and VICTORIA DAWKINS,
*On Behalf of Themselves and All Others
Similarly Situated,*

Plaintiffs,

v.

CARRINGTON MORTGAGE SERVICES,
LLC,

Defendant.

Case No. 1:20-cv-02369-RDB

EXHIBIT C

TO

**DECLARATION OF PHILLIP ROBINSON IN SUPPORT OF PLAINTIFFS' FEE,
EXPENSE, AND SERVICE AWARD APPLICATION**

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MARYLAND
3 SOUTHERN DIVISION

4 MARIA ANTONIA CILANO, : Civil Action No.
5 et al., :
6 Plaintiff, : PWG 19-827
7 v. :
8

9 BARBARA Q. SHEA, et al., : Greenbelt, Maryland
10 Defendant. : August 10, 2021

11 / 10:08 A.M.

12 TRANSCRIPT OF FAIRNESS HEARING
13 BEFORE THE HONORABLE PAUL W. GRIMM
14 UNITED STATES DISTRICT JUDGE

15 APPEARANCES:

16 FOR THE PLAINTIFF: PHILLIP R. ROBINSON, Esquire
17 Consumer Law Center LLC
18 10125 Colesville Road, Suite 378
19 Silver Spring, Maryland 20901
20 301-448-1304

21 FOR THE DEFENDANT: ALLISON DUFFY, Esquire

22 OFFICIAL COURT REPORTER: LINDA C. MARSHALL, (301) 344-3229

23
24
25 COMPUTER-AIDED TRANSCRIPTION OF STENOTYPE NOTES

P-R-O-C-E-E-D-I-N-G-S

THE DEPUTY CLERK: The matter now pending before this Court is Civil Number PWG-19-837, Maria Cilano versus Barbara Q. Shea. We're here today for the purpose of a Fairness Hearing.

Counsel, will you please identify yourselves for record?

MR. ROBINSON: Phillip Robinson, Your Honor, on behalf of the plaintiffs.

THE COURT: Thank you.

MS. DUFFY: Good morning, Your Honor. Allison Duffy on behalf of Barbara Shea.

THE COURT: All right. Good morning.

Please remain seated and restrain yourselves from the usual courtesies of standing, which you have done. Because of the concerning numbers in Maryland going back up again with vaccinations, our court last week approved, sort of, a hybrid return to some of the protections that we have been using to make sure that everybody is in as good as health as we can be.

If you are vaccinated and it has been two weeks since your last vaccine and you're feeling well, then if you wish to speak, you can go to the podium, remove your mask while you are speaking. Otherwise, keep it on.

In front of the podium, although you may not be able to see it, is a HEPA filter like this that will capture anything

1 Ms. Cilano and Grand Bel entered into a stipulation of partial
2 dismissal of Ms. Cilano's claims against Grand Bel were
3 dismissed with prejudice, but the stipulation did not dismiss
4 the plaintiffs' claim against Ms. Shea.

5 The parties then engaged in extensive discovery and
6 one count of the complaint was dismissed in motions practice.
7 The parties then entered into settlement negotiations.

8 After a considerable amount of pretrial proceedings
9 and a substantial amount to discovery, I'll say more about that
10 in just a bit, to include the plaintiffs being deposed more than
11 once and with the capable assistance of United States Magistrate
12 Judge Gina Simms, they reached a settlement initially in concept
13 that ultimately blossomed into a full settlement.

14 And the essence of that settlement, which I will refer
15 to in just a moment is to create a settlement fund of \$72,000
16 for the class and an incentive payment for one of the
17 plaintiffs, but not the other.

18 Ms. Cilano has agreed to forego an incentive payment,
19 so it would be only for Ms. Wiggins. And in something which
20 is -- I think in my memory the first time I've seen this in 24
21 years as a judge, Mr. Robinson has voluntarily elected to forego
22 any request for any percentage of the settlement fund for
23 attorney's fees, which would have been potentially substantial
24 because of all the work that went into this case.

25 These cases are not uncomplicated and part of the

1 issues in this case required some decisions, I think, by the
2 Court of Appeals of Maryland. So, there was some law that had
3 to be developed before we can figure out where -- in which
4 direction we were going.

5 The proposed settlement was provided to me in a
6 Preliminary Motion for Approval of a Settlement, and to approve
7 the class definition and the notice to the class, which I did
8 approve after a telephone conference.

9 That notice has now been sent out and the parties have
10 filed papers here. Particularly, I'm referring to ECF 95 and
11 ECF 95-1, Memorandum of Law in Support of Motion for Final
12 Settlement Class Approval.

13 I'm going to go through that in just a moment, but to
14 cut to the chase, notice went out and exceptionally high success
15 rate in notice was achieved. This is a Rule 23(b)3 opt-out
16 settlement and only three people, two parties opted out. And we
17 have a high 90's -- I think it's 99 percent or even slightly
18 more than 99 percent of all the approximately 140 class members
19 received notice. There have been no objections.

20 So, this is a -- this is a settlement that has the
21 benefit of giving all of the financial benefit to the actual
22 class members. And in that regard, despite the fact that the
23 \$73,000 settlement fund might be looked at in the abstract as a
24 relatively small amount, it produces a much greater economic
25 benefit to each individual class member than many, many class

1 action settlements that I have approved over the years with a
2 much larger dollar amount for the total fund, particularly since
3 there's no subtractions for attorney's fees.

4 There are -- will be subtractions for cost, which is
5 appropriate, of course, but only for attorney's fees and an
6 incentive payment for Ms. Wiggins. So, in that regard, for
7 reasons that I will make clear as I go through the analysis in
8 just a minute here, this is one of those class action
9 settlements where the fairness to the members of the class, sort
10 of, just leaps out at you.

11 So, that's just the overview of, kind of, where we
12 are. I'm going to just go through and make my findings on the
13 record here. And then after I've done that, I'll turn it over
14 to hear from counsel if they wish to be heard.

15 So, having made the introduction that I have made, I
16 want to go through, first of all, what the definition of what
17 the class is. I'm referring to document ECF 95-1. The class in
18 the Settlement Agreement consist of those persons in the three
19 years before the commencement of this action to the present from
20 whom Defendant Shea attempted and/or actually collected a
21 consumer debt on behalf of any other person who owned a unit in
22 Stonegate Condominiums or Grand Bel Manor Condominium for
23 personal purposes. In other words, not to sub-lease it or lease
24 it out to somebody else for some profit, keeping it a commercial
25 transaction or consumer transaction, not a commercial

1 requirements that are flushed out in Rule 23(g); namely, that
2 the counsel that's approved by the court must fairly and
3 adequately represent the interest of the class.

4 And in considering who that class counsel will be, the
5 prior work that was done by experienced attorney, the work done
6 investigating potential claims, their experience in complex
7 litigation, the knowledge of the applicable law and the
8 resources that counsel would devote to the representation, as
9 well as any other factors that are relevant to the appointment.

10 In the, in the declaration and attachments,
11 Mr. Robinson has attached his, sort of, CV in this area of law.
12 I am coming to my ninth anniversary of being a district judge
13 and I remember working on class action settlements with
14 Mr. Robinson for many years when I was a magistrate judge. So,
15 he's got easily a decade or maybe two decades of experience in
16 this area of law, particularly in connection with
17 consumer-related matters.

18 He has been appointed as class counsel numerous times
19 in this court and he is very familiar with the issues that pop
20 up in these kinds of claims under these statutes. So, it is
21 clear to me that the, that the multiple factors under Rule 23(g)
22 have been met and that he is experienced counsel and will
23 adequately, along with the assistance of the two class reps,
24 vigorously protect the interest of the class members.

25 I've already addressed the predominance. Now we need

1 settlement where discovery is all informal. The parties
2 recognize that and they produce a lot of information. Here it
3 was formal. We had document discovery and we had deposition
4 discovery. In fact, I think that the papers reflect that the
5 named class representatives were deposed twice.

6 And then the circumstances surrounding the negotiation
7 and experience of counsel. Very experienced counsel for both
8 plaintiff and defendant, as I've already noted in commenting on
9 why it is that Mr. Robinson meets the requirements and then some
10 of Rule 26(g). Same for the defense counsel. This is not the
11 situation where you have -- this is not defense counsel's first
12 rodeo in this area of the law either.

13 And the negotiations involve an experienced
14 United States Magistrate Judge who worked with the parties to
15 hash through some very, very difficult issues and, and worked
16 quite hard with them to be able to make sure that the terms of
17 the settlement were fair, not just to one party or the other,
18 but to all of them.

19 So, this is really, sort of, the poster child for the
20 kind of procedural posture a case should be in when it comes for
21 a class settlement.

22 There have been no objections to the proposed
23 settlement, which is sort of the acid test. I'm looking out to
24 an empty courtroom with exception of counsel and court staff.
25 No one has given notice as required in the preliminary -- in the

1 notice of the preliminary approval and noticing this date. No
2 one has objected. No one has expressed a desire to be here to
3 be heard.

4 And while they were three individuals, two parties who
5 opted out, that is, I think, less than one percent of the
6 population of the, of the class. So that speaks to the fact
7 that the class themselves having been notified of this believe
8 this to be fair and unobjectionable. And it will result in a
9 payment, if approved, of 400 and -- approximately, \$434.79 per
10 payee account.

11 I've approved class action settlements where the
12 dollar amount was less than this, sometimes considerably less
13 than this, sometimes on a sliding scale.

14 And so even though the settlement fund is \$73,000 and
15 even though there's an incentive payment proposed of \$9000,
16 which is on the high end of an incentive payment, but not out
17 of -- what has been approved for other cases.

18 And the cost, which are very modest, \$2,692.57 and the
19 fact that Mr. Robinson in a, in a very significant show of
20 professionalism has elected to forego any fee, notwithstanding
21 the fact that he has certainly put in a significant amount of
22 time in doing so.

23 I am also reviewing ECF 95-2, the Affidavit in Support
24 of the Cost. It's itemized so that the total sum of \$2,692.57
25 accounts for court and service costs of \$460; mailing cost and

1 have -- Your Honor might have certified a broader class, but
2 there might not have been as much resource.

3 So, I think that's, frankly, another factor in why
4 this is a fair and reasonable settlement under the
5 circumstances. We appreciate Your Honor's time and effort on
6 what on paper may appear to be a small case, but an important
7 case to people who are in vulnerable situations and, especially,
8 during the pandemic. So, we think the relief will provide some
9 support for folks at a time when they probably need it.

10 THE COURT: Yeah, and I think we should acknowledge
11 Judge Simms' help too. And I think it's a mistake sometimes to
12 look at it, the gross dollar amount of the settlement and
13 measure whether it's an important case or not, that the -- if
14 that were the measure, then wage and hour cases would be
15 completely unimportant and they're not.

16 You know, these amounts that may be relatively modest
17 to an individual are very important to them, you know, and then
18 the broader principle as well. And there's a normative effect
19 as well. I mean, the bringing of a lawsuit like this and
20 getting clarification from the state courts as well as from the
21 federal court helps give guidance to people who manage
22 properties, like, Ms. Shea and know what they have to do. And
23 it advances the purposes that were behind the statutes enacted
24 by the legislature for the protection of consumers.

25 So, the, the -- there's a qualitative value that is

1 much greater than the quantitative sum of the settlement fund.

2 Thank you, Mr. Robinson, and thank you for your
3 professionalism in foregoing the fee that you certainly earned,
4 but I do think that needs to be emphasized on the record.

5 Ms. Duffy, anything more from the defense side that
6 you want to add, ma'am?

7 MS. DUFFY: Thank you, Your Honor.

8 Just very briefly, while Ms. Shea does not believe
9 there was a violation of Maryland law, she understands and
10 agrees that this settlement will bring finality to the matter.
11 And while we have not joined in the motion that was filed by
12 plaintiffs, we do not object to relief that's being sought.

13 And I will just mirror the sentiment of our
14 appreciation for both your work and Judge Simms' work on this
15 matter in bringing this to resolution.

16 THE COURT: Thank you all very much.

17 So, on the final order and judgment, let's just make
18 sure that the numbers I put in are correct, if we could,
19 Mr. Robinson.

20 MR. ROBINSON: Paragraph 10 is the first blank, I
21 think, Your Honor.

22 THE COURT: Yes, that's \$9000, right?

23 MR. ROBINSON: Correct.

24 THE COURT: Okay. Let me write that in here.

25 All right. And paragraph 11.

CERTIFICATE OF COURT REPORTER

I, Linda C. Marshall, certify that the foregoing is a
correct transcript from the record of proceedings in the
above-entitled matter.

/s/

Linda C. Marshall, RPR
Official Court Reporter