

QUAN-EN YANG	*	IN THE
On His Own Behalf and on Behalf	*	CIRCUIT COURT
of All Others Similarly Situated,	*	FOR
Plaintiffs,	*	MONTGOMERY COUNTY, MD.
v.	*	Case No. 403885V
G & C GULF, INC. d/b/a	*	
G&G TOWING, <i>et al.</i>	*	TRACK VI
Defendants.	*	Hon. Ronald Rubin,
	*	Specially Assigned
	*	
* * * * *		

JUDGMENT

Upon review and consideration of the Agreement dated December 30, 2015 (the “Agreement”), by and between the Plaintiff Quan-En Yang (acting individually and on behalf of the Class defined below – hereinafter referred to as “Dr. Yang” or “Representative Plaintiff”) and Defendant G&C Gulf, Inc. d/b/a G&G Towing (hereinafter referred to as “G&G Towing”), the memoranda and arguments of counsel, and the lack of any objections to the Agreement,

IT IS HEREBY ORDERED and ADJUDGED as follows:

1. Pursuant to MD. RULE 2-231, the Court approves the Agreement, and finds that the Agreement is, in all respects, fair, reasonable, and adequate and in the best interest of the Class members in light of the factual, legal, practical and procedural considerations raised by this case. The Agreement is the product of good faith arms-length negotiations by the Parties, each of whom was represented by experienced counsel. The Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Agreement) and is hereby adopted as an

Order of this Court. In the event of a conflict between the text of this Order and the text of the Agreement, the text of the Agreement shall prevail.

2. As addressed further below, pursuant to MD. RULE 2-231(a) and 2-231(b)(1) and (b)(3), the Court hereby finally certifies the following Class defined as follows:

All persons whose vehicles, between April 16, 2012 and January 7, 2016 were non-consensually towed by G & C Gulf, Inc. d/b/a G&G Towing ("G&G Towing") from a private Parking Lot.

Excluded from the Class are all former and present directors, officers, and agents as well as all current employees of G&G Towing.

3. The Court finds that the notice previously directed to persons who meet the Class definition, whose vehicles were involved in 24,023 unique tows identified by the Court-appointed Escrow Administrator, Strategic Claims Services (hereinafter "SCS") using G&G Towing's database, was in compliance with the Preliminary Approval Order dated January 7, 2016 and was the best notice practicable under the circumstances and satisfies the requirements of due process and MD. RULE 2-231. The Court further finds that all persons whose vehicles were involved in the 24,023 unique tows fall within the Class definition approved above.

4. The Court finds that no persons meeting the Class definition above have opted-out of the Class or objected to the Agreement.

5. The Court appoints Quan-en Yang ("Dr. Yang") as the Representative Plaintiff of the Class and finds that he meets the requirements of MARYLAND RULE 2-231(a)(4).

6. The Court appoints the following lawyers as counsel to the Class, and finds that these counsel meet the requirements of MARYLAND RULE 2-231(a)(4):

Richard S. Gordon
Benjamin H. Carney
GORDON, WOLF & CARNEY, CHTD.
102 West Pennsylvania Avenue, Suite 402
Baltimore, Maryland 21204

Richard S. Gordon is hereby appointed as Lead Counsel for the Class.

7. The Court further finds that all the requirements for class certification are met in this case:

a. **The Prerequisites of MARYLAND RULE 2-231:**

MD. RULE 2-231(a) requires the following four threshold elements be met in order for a class to qualify for certification: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

MARYLAND RULE 2-231(a)(1) (numerosity): The proposed Class in this action (as defined above) consists of all persons whose vehicles, between April 16, 2012 and January 7, 2016, were non-consensually towed by G & C Gulf, Inc. d/b/a G&G Towing (“G&G Towing”) from a private Parking Lot, and excludes all former and present directors, officers, and agents as well as all current employees of G&G Towing. This Court finds that, as of the date of this Order, the owners of vehicles involved in 24,023 unique tows identified by SCS using G&G Towing’s database meet the definition for membership in the Class and, therefore, the Class is so numerous that joinder would be impracticable in this case. Thus, the Court finds that the numerosity requirement under Maryland Rule 2-231(a)(1) is satisfied.

MARYLAND RULE 2-231(a)(2) (commonality of facts and law):

Representative Plaintiff alleges in this case that G&G Towing through the time period covered by this lawsuit, uniformly and consistently: (1) engaged in towing

of vehicles; and then, (2) following the tow, exercised a lien over the vehicle which required the vehicle owner to pay all towing fees and charges as a condition to retaking possession of their property. Thus, one of the primary issues before the Court in this litigation is whether G&G Towing could exercise a possessory or statutory lien. Representative Plaintiff also alleges, in respect of trespass tows, that G&G Towing consistently: (a) failed to obtain the required authorization from the parking lot owner before towing subject vehicles as required by Maryland's Towing or Removal of Vehicles from Parking Lots Law (Md. Code Ann., Transp. §21-10A-01 *et seq.* (the "Maryland Towing Act")); (b) failed to provide vehicle owner with required information regarding their rights and remedies against G&G Towing as required by Montgomery County's Tow Ordinances (Montgomery County Code, § 30C-1, *et seq.* (the "MC Tow Law"); and (c) generally overcharged vehicle owners for towing, storage and other charges by charging a "credit card fee" that is not otherwise permitted. Representative Plaintiff alleges that G&G Towing's actions with respect to Class members violated Maryland's statutory and common law, and in particular alleges violations of the Maryland Towing Act (Counts I, II and V), violations of the MC Tow Law (Counts III, IV and VII), Money Had and Received (Count VI), Conversion-Civil Theft (Count VIII) and Trespass to Chattel (Count IX) and Violations of the Maryland Consumer Protection Act (Count X).

The Court finds that a determination of the legality of G&G Towing's practices concerns common questions of law and fact. As such the Court finds the requirements of MARYLAND RULE 2-231(a)(2) are satisfied.

MARYLAND RULE 2-231(a)(3) (typicality of claims and defenses): This factor focuses on the consideration of whether the representatives' interests are truly aligned and consistent with those of the Class members. In this case, the claims of Representative Plaintiff are identical to the claims of the other Class members. Furthermore, the defenses to liability, if any, pertaining to the Class members are similar to any defenses that may be raised to the Representative Plaintiff's claims. Thus, the Court finds that the requirement of typicality under MD. RULE 2-231(a)(3) is satisfied.

MARYLAND RULE 2-231(a)(4) (adequate representation): The claims of the Representative Plaintiff of the Class are not conflicting or inconsistent with the claims of other Class members. Moreover, the Court finds that Representative Plaintiff is represented by able counsel with extensive experience in class action litigation, who have adequately represented the interests of the Class members. Thus, the Court finds that the requirement of adequate representation under MD. RULE 2-231(a)(4) is satisfied.

b. **Requirements of MARYLAND RULE 2-231(b):**

After the requirements of MARYLAND RULE 2-231(a) are found to exist, the Court must determine pursuant to MARYLAND RULE 2-231(b) whether this case may be maintained as a class action under MARYLAND RULE 2-231(b)(1), (b)(2) or (b)(3).

MARYLAND RULE 2-231(b)(1): The question of the legality of G&G Towing's actions in connection with the towing of the Class' vehicles, which are challenged in this case, if prosecuted in separate actions by individual members of the class, would create a risk of both (A) inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of

conduct for G&G Towing; and, (B) adjudications with respect to individual members of the Class that would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests. Therefore, class certification under MARYLAND RULE 2-231(b)(1) is appropriate.

MARYLAND RULE 2-231(b)(3): This Court finds that the allegations in this case focus on a uniform and consistent scheme and that there are common, overriding legal claims held by all Class members regarding G&G Towing's violations of Maryland law in its dealings with Class members during the class period. The Court further finds that the pursuit of numerous individual cases which would be essentially identical would be a waste of judicial time and resources. In summary, common questions predominate over individualized questions and a class action suit is the superior vehicle to efficiently adjudicate this lawsuit. Certification under MARYLAND RULE 2-231(b)(3) is appropriate.

8. After due consideration of the state of proceedings and the posture of the case at the time the Agreement was proposed; the significant discovery that has been conducted; the circumstances surrounding settlement negotiations; the experience of counsel; the relative strength of Plaintiffs' case on the merits; the existence of difficulties of proof and defenses Plaintiffs would be likely to encounter if the case went to trial; the anticipated duration and expense of additional litigation; the solvency of G&G Towing and the likelihood of recovery on a litigated judgment; the lack of opposition to the Agreement; the lack of any timely objections; all written submissions; affidavits and arguments of counsel; and after notice and a hearing, this Court finds that the Agreement is fair, adequate, and reasonable. Accordingly, the Agreement should be and is approved. G&G Towing and each Class member shall be bound by the

Agreement. The Agreement is hereby incorporated by reference.

Findings of Fact

9. With respect to the practices, policies, actions and activities of G&G Towing from April 16, 2012 through January 7, 2016 (the “Class Period”), the Court finds the following facts, based upon the discovery in this case and facts stipulated to by Representative Plaintiff and G&G Towing in Exhibit B to the Agreement:

A. G&G Towing is a Maryland corporation, with its principal place of business in Montgomery County, Maryland.

B. During the Class Period, G&G Towing was engaged in the daily business of towing vehicles without the permission of the vehicle’s owner from private parking lots in the State of Maryland. This type of tow is commonly referred to either as a non-consensual tow, an involuntary tow or a trespass tow (hereinafter collectively referred to as a “Trespass Tow”).

C. From April 16, 2012 through December 31, 2015, G&G Towing Trespass Towed 25,811 vehicles in Montgomery County, Maryland.

D. During the Class Period, Bryan Sherman was the General Manager of G&G Towing and authorized to speak and testify on behalf of the corporate entity, G&G Towing.

E. Bryan Sherman’s deposition testimony (taken in the Action on June 24, 2015) is accurate. Mr. Sherman’s deposition testimony accurately states G&G Towing’s policies, practices and protocols in force during the Class Period.

F. A true, accurate and complete copy of Mr. Sherman’s deposition in this action, given on June 24, 2015, is attached to the Agreement as **Exhibit B-1**.

G. As set forth in the deposition testimony of Mr. Sherman, G&G Towing

exercised a possessory or storage lien over Dr. Yang's vehicle when it was Trespass Towed on December 12, 2014, and required up-front payment from Dr. Yang of all towing and storage fees before permitting Dr. Yang to retake possession of his vehicle.

H. As set forth in the deposition testimony of Mr. Sherman, during the Class Period, G&G Towing, in connection with each Trespass Tow, including but not limited to the tows of the Class' vehicles, exercised a possessory or storage lien by requiring up-front payment of all towing and storage fees from each Class member before permitting the Class member to retake possession of the vehicle.

I. On December 8, 2011, G&G Towing filed its Trespass Towing rate schedule applicable to all Trespass Tows in Montgomery County (the "Rate Schedule"). A true, accurate and complete copy of the rate schedule is attached to the Agreement as **Exhibit B-2**.

J. The Rate Schedule expressly states that G&G Towing accepts credit cards as a form of payment (and did so during the entire period of time between April 16, 2012 through December 31, 2015).

K. The Rate Schedule does not include a credit card processing fee.

L. When G&G Towing Trespass Towed Dr. Yang's vehicle on December 12, 2014, G&G Towing charged Dr. Yang an additional 3.35% of the tow fee and charges, or \$4.42. This surcharge was added to the invoice and collected by G&G Towing.

M. From January 2013 through June 2015, for each person paying a Trespass Towing fee with a credit card, G&G Towing charged an additional credit card processing fee of 3.35%. This surcharge was added to the invoice and collected by G&G Towing.

N. From April 16, 2012 through January 6, 2016, when a vehicle owner or owner's agent paid the towing fee to G&G Towing, G&G Towing printed out and

provided the vehicle owner or owner's agent with a receipt. A copy of the receipt for Class Representative Quan-en Yang, which is attached to the Agreement as **Exhibit B-3** (the "Form Receipt"), is the standard form receipt used by G&G Towing in all instances.

O. G&G Towing's standard Form Receipt contains information and data regarding each Trespass Tow including, but not limited to the following: Date of the tow, identity of the person to whom the vehicle was released, the location of the private parking lot where the Trespass Tow took place, the identity of the owner, manager or agent of the private Parking Lot (identified on the receipt as G&G Towing's "Customer"), a description of the vehicle (including VIN number, plate/tag and make and model), the terms of payment ("Net 30"), method of payment and all itemized charges for the tow.

P. From April 16, 2012 through December 31, 2015, G&G Towing utilized an off-the-shelf computer program, *In Tow Management*. The *In Tow Management* software program was installed on G&G Towing's computers and generated the Form Receipt populated with the information related to each tow.

Q. G&G Towing's standard Form Receipt, including but not limited to the receipt given to Dr. Yang on December 12, 2014, does not inform or disclose to the vehicle owner or the owner's agent that the Montgomery County Office of Consumer Protection can explain the vehicle owner's rights and how to enforce them in small claims court or another appropriate forum if the vehicle owner believes that any provision of Montgomery County law has been violated.

R. G&G Towing's standard Form Receipt does not inform or disclose to the vehicle owner or the owner's agent that they may obtain a copy of the applicable towing law from the Montgomery County Office of Consumer Protection.

S. From April 16, 2012 through December 31, 2015, G&G Towing used a

standard form tow slip to memorialize G&G Towing's authorization to Trespass Tow vehicles. A copy of the tow slip for Quan-en Yang, which is attached to the Agreement as **Exhibit B-4** (the "Form Tow Slip"), is the standard form tow slip used by G&G Towing.

T. The standard Form Tow Slip used by G&G Towing, including but not limited to the Form Tow Slip memorializing the tow of Dr. Yang's vehicle on December 12, 2014, does not contain a statement that the vehicle is being towed or removed at the request of the parking lot owner. Nor did G&G Towing utilize any other form that provided or set forth this information.

U. In most instances, for the time period April 16, 2012 through December 31, 2015, G&G Towing's sole authorization to trespass tow vehicles was G&G Towing's written contracts with owners, managers and/or agents of the private parking lots where the Trespass Tows occurred. The standard contract used by G&G Towing, attached to the Agreement as **Exhibit B-5** (the "Standard Contract"), provided that G&G Towing had general authority to determine which vehicles would be Trespass Towed. The Standard Contract also provided that G&G Towing, in Trespass Towing vehicles, was acting as an authorized agent of the owners, managers and/or agents of the private parking lot.

V. On December 12, 2014, Dr. Yang traveled to Rockville, Montgomery County, Maryland. While in Rockville, he drove to and parked in a space outside Walgreens Pharmacy, which is located at 430 Hungerford Drive, Rockville, Maryland 20850 ("Walgreens").

W. On that day, Dr. Yang parked outside of Walgreens ("Walgreens Parking Lot"). Dr. Yang parked in the Walgreens Parking Lot so that he could go into Walgreens to purchase something to eat.

X. G&G Towing has a contract with Walgreens, consistent with the Standard Contract, that provides that G&G Towing will tow and store unauthorized vehicles from Walgreens' Parking Lot on Walgreens' behalf.

Y. On December 12, 2014 Dr. Yang left his coat in the car because he did not plan to be outside for long – only long enough to travel between his vehicle and the store.

Z. Before going into Walgreens, however, Dr. Yang went to a grocery store he was familiar with – directly across the street from Walgreens Parking Lot – to use the restroom. This took approximately five minutes.

AA. Dr. Yang then returned to Walgreens, where he purchased a package of cookies.

BB. When Dr. Yang exited Walgreens he noticed that his car was missing.

CC. Dr. Yang's car had been towed by an employee of G&G Towing who had been parked on the side of the Walgreens Parking Lot, patrolling for "walk offs."

DD. The G&G Towing employee or agent parked on the side of the Walgreens Parking Lot that day was authorized to be there by Walgreens pursuant to G&G Towing's contract with Walgreens.

EE. Dr. Yang noticed a sign in the parking lot, which posted G&G Towing's phone number. He called the number, described his vehicle, and asked if G&G Towing had towed it. The person on the other end of the line said that G&G Towing had his car.

FF. G&G Towing had towed Dr. Yang's car to its storage lot which is approximately 1.3 miles from the Walgreens Parking Lot.

GG. Dr. Yang walked to G&G Towing's storage lot in order to retrieve and retake possession of his vehicle.

HH. When Dr. Yang arrived at G&G Towing's location, he entered G&G Towing's place of business, where a representative was present behind a glass window.

II. Dr. Yang demanded that G&G Towing return his vehicle to him without payment.

JJ. The G&G Towing representative explained to Dr. Yang that he could have his car back after paying the towing fees. This response is consistent with G&G Towing's uniform policies and procedure.

KK. As a condition of releasing Dr. Yang's car, G&G Towing required Dr. Yang to pay the following fees and charges: a \$100 towing fee, a \$20 fee for one day of storage, a \$12 "mileage" fee, and a credit card processing fee of \$4.42 (3.35% of the tow fee and charges).

LL. After paying the tow fees and charges, G&G Towing gave Dr. Yang a receipt in the form identical to the Form Receipt. Dr. Yang's receipt did not inform him that the Montgomery County Office of Consumer Protection can explain his rights and how to enforce them in small claims court or another appropriate forum if Dr. Yang did believe that any provision of Montgomery County law has been violated.

MM. The G&G Towing receipt given to Dr. Yang also did not inform Dr. Yang that he may obtain a copy of the applicable towing law from the Montgomery County Office of Consumer Protection.

NN. The tow slip completed in connection with the Trespass Tow of Dr. Yang's car from the Walgreens' parking lot does not contain a separate written statement that the vehicle was towed or removed at the request of the parking lot owner.

Conclusions of Law

10. Representative Plaintiff and the Class have the burden to prove the violations

alleged in this action by a preponderance of the evidence. *See Rowhouses, Inc. v. Smith*, No. 60 SEPT. TERM 2015, --- Md. ---, 2016 WL 1170215, at *31 (Md. Mar. 25, 2016) (“Preponderance of the evidence typically is the standard of proof at trial in civil cases.”) This Court has applied the appropriate standard and finds, by a preponderance of the evidence, that G&G Towing is liable to Plaintiff and the Class for violating the following duties imposed under the Maryland Towing Act, the MC Tow Law and common law:

A. Throughout the Class Period in this case, G&G Towing had a duty to permit vehicle owners to retake possession of their vehicles without requiring up-front payment. *See, e.g., T.R. Ltd. v. Lee*, 55 Md. App. 629, 635, 465 A.2d 1186, 1191 (1983) (“The debt for towing and storage charges arose not out of contract but by operation of law. Thus, no common law possessory lien existed. . . . Consent being an important element of a common law lien, any statutory attempt to create such lien without the element of consent would have to be strictly construed as in derogation of the common law.”); *see also* Md. Code Ann., Transp. § 21-10A-05(a)(3) (a person in possession of a vehicle towed from a parking lot “Shall provide the owner of the vehicle or the owner’s agent immediate and continuous opportunity, 24 hours per day, 7 days per week, from the time the vehicle was received at the storage facility, to retake possession of the vehicle.”); *see also* Floor Report for 2012 SB 401 (showing rejection of “portion of the bill that would have established a motor vehicle towing lien”); *see also* Montgomery County Code, § 30C-8(b)(8) (providing that Montgomery County towing ordinance does “not create or imply a lien in favor of a towing service when such a lien would not otherwise exist. This subsection and Section 30C-7 do not give a towing service a right to retain possession of any vehicle it would otherwise have to return to the vehicle owner.”); *see also* Montgomery County Code § 30C-9 (for any and all violations of the Montgomery

County towing ordinance, the “property owner and [] towing service are jointly and severally liable,” for “3 times the amount of any towing, release, or storage fees charged.”); *see also Halloran v Spillane’s Servicenter, Inc.*, 587 A.2d 176, 183-84 (Conn. Supp. 1990) (“the refusal to release the vehicle after demand by the owner, in order to extract payment of towing and storage charges, constituted conversion. Nor was it necessary, in order for the conversion to have been committed, that the owner voiced his demand in a particular manner. So long as the owner conveyed by words or conduct that he desired the return of the vehicle, the defendant had no right not to comply and no right to impose any conditions of payment on the return”).

B. By exercising a possessory or storage lien over each of the Class members’ vehicles, including but not limited to the vehicle of the Representative Plaintiff, G&G Towing violated the duty to permit vehicle owners to retake possession of their vehicles without requiring up-front payment.

C. During the Class Period, G&G Towing had a duty to charge only its towing rates on file with Montgomery County (i.e., no credit card transaction fee). *See, e.g.*, Montgomery County Code § 30C-2(d) (“[a] towing service must not charge for any act not listed in this section unless that act was expressly requested by the vehicle owner.”); *see also* Montgomery County Code § 30C-2(a) (“[a] towing service must not charge more than a maximum rate which the county executive must establish by regulation”); *see also* Montgomery County Code § 30-C3 (“(b) Every trespass towing service must file with the Office a schedule of its rates for each action connected with the towing or storage of unauthorized vehicles. The Office may disapprove a rate that exceeds the maximum rate set under Section 30C-2. (c) A trespass towing service must not charge a rate that is higher than the rate on file with the Office for any action in connection with the towing

or storage of any unauthorized vehicle.”); *see also* Montgomery County Code § 30C-9(b)(2) (“Credit card payment. Each trespass towing company must accept the two most widely used major credit cards. The Office must define, in regulations under method (2), which major credit cards are the two most widely used.”); Montgomery County Code § 30C-9 (for any and all violations of the Montgomery County towing ordinance, the “property owner and [] towing service are jointly and severally liable,” for “3 times the amount of any towing, release, or storage fees charged.”); *see also* Maryland Towing Act, §21-10A-04(a).

D. By charging and collecting a 3.35% surcharge from each Class member who used a credit card to pay G&G Towing the Trespass Towing and storage fees from January 2013 through June 2015, including but not limited to the Representative Plaintiff, G&G Towing violated the duty to charge only its towing rates on file with Montgomery County.

E. During the Class Period, G&G Towing had a duty to provide vehicle owners, in a receipt, with certain information and disclosures regarding their rights and remedies under the MC Tow Law. *See* Montgomery County Code § 30C-9(e) (“Receipt. Upon receiving payment, a towing company must furnish the vehicle owner a receipt on a form approved by the Office. The receipt must: ... (5) briefly inform the vehicle owner that the Office can explain the vehicle owner’s rights and how to enforce them in small claims court or another appropriate forum if the vehicle owner believes that any provision of County law has been violated, and that the owner may obtain a copy of the law from the Office.”); *see also* Montgomery County Code § 30C-9 (for any and all violations of the Montgomery County towing ordinance, the “property owner and [] towing service are jointly and severally liable,” for “3 times the amount of any towing, release, or storage

fees charged.”)

F. By using the Form Receipt in connection with each of the Class members’ Trespass Tows, including but not limited to the Trespass Tow of the Representative Plaintiff’s vehicle, G&G Towing violated the duty to provide vehicle owners, in a receipt, with certain information and disclosures regarding their rights and remedies under the MC Tow Law.

G. During the Class Period, G&G Towing had a duty to memorialize and maintain a statement for each vehicle that the tow or removal was made at the request of the parking lot owner. *See* Maryland Towing Act, §21-10A-04(a)(5) (“[b]efore towing or removing the vehicle, [the tower] shall have authorization of the parking lot owner, which shall include: ... (ii) A statement that the vehicle is being towed or removed at the request of the parking lot owner”); Montgomery County Code § 30C-6(c) (“The property owner and the towing company must retain each tow authorization form ...”); *see also* Montgomery County Code § 30C-9 (for any and all violations of the Montgomery County towing ordinance, the “property owner and [] towing service are jointly and severally liable,” for “3 times the amount of any towing, release, or storage fees charged.”)

H. By using the Form Tow Slip in connection with each of the Class members’ Trespass Tows, including but not limited to the Trespass Tow of the Representative Plaintiff’s vehicle, G&G Towing violated the duty to memorialize and maintain a statement for each vehicle that the tow or removal was made at the request of the parking lot owner.

11. Consistent with, and as supported by, the Findings of Fact and Conclusions of Law set forth above, the Court hereby enters judgment against G&G Towing, under the counts asserted in the Second Amended Complaint, in the amount of \$22,000,000.00.

12. Except with respect to the monies already paid into the Common Fund by G&G Towing in partial satisfaction of the Judgment under Paragraph 16(d) of the Agreement, the Court hereby enters a stay of execution on the Judgment until May 3, 2017 with respect to G&G Towing only, and not with respect to any other person or entity who may be liable to the Class, either directly or derivatively, for G&G Towing's Trespass Towing activities during the Class Period or otherwise.

13. The parties are hereby ORDERED promptly to carry out their respective obligations under the Agreement. The Escrow Administrator, SCS, is hereby DIRECTED, within ten (10) calendar days following the Effective Date pay from the Common Fund, to take all reasonable steps to transfer, assign or release from the Common Fund to the Trust Account of Gordon, Wolf & Carney, Chtd., lead Class Counsel, (1) an initial payment of attorneys' fees in the amount of one-third of the Common Fund, plus litigation expenses in the amount of \$10,268.71; and (2) an incentive payment in the amount of \$7,500⁰⁰ for the Representative Plaintiff.

14. Plaintiff and Class Counsel shall be entitled to request from the Court additional payments of attorney's fees from time-to-time, consistent with the percentage already approved by this Judgment, as monies are added to the Common Fund. Any such request shall be set forth either in a Motion or as the Court otherwise directs, and may include a request for reimbursement of litigation expenses.

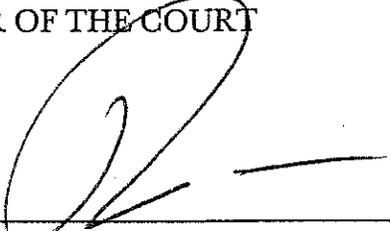
15. The Court hereby approves the protocol for distributing the *cy pres* funds provided for in ¶ 22 of the Agreement as fair, reasonable, and warranted under the circumstances. Subject to future Order(s) of the Court approving the timing of the distribution of the residue of all or part of the residue of the Common Fund, the *cy pres* fund shall be donated as follows: (1) the first \$5,000⁰⁰ shall be distributed to the Maryland Consumer Rights Coalition; (2) the next \$5,000⁰⁰,

if any, shall be distributed to Civil Justice, Inc.; (3) the next \$5,000⁰⁰, if any, shall be distributed to Vehicles for Change; and (4) any and all remaining *cy pres* funds shall be paid to the University of Maryland Francis King Carey School of Law.

16. This Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Agreement. The Court further retains jurisdiction to enforce this Order entered this day.

Dated: May 2nd, 2016

BY ORDER OF THE COURT



The Honorable Ronald B. Rubin
Judge, Circuit Court for Montgomery County, Maryland