

QUAN-EN YANG

*

IN THE

On His Own Behalf and on Behalf
of All Others Similarly Situated,

*

CIRCUIT COURT

*

FOR

Plaintiffs,

*

MONTGOMERY COUNTY, MD.

*

Case No. 403885V

v.

*

TRACK VI

G & C GULF, INC. d/b/a
G&G TOWING

*

Hon. Ronald Rubin,

and

*

Specially Assigned

GLENN W. CADE, JR.
11835 Wood Thrush Lane
Potomac, Maryland 20854

*

*

Defendants.

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**FIRST AMENDED CLASS ACTION COMPLAINT AND DEMAND
FOR JURY TRIAL**

1. Plaintiff, Quan-en Yang (“Dr. Yang”), on his own behalf and on behalf of a class of similarly situated persons, by and through their attorneys Richard S. Gordon, Benjamin H. Carney, and Stacie F. Dubnow of GORDON, WOLF & CARNEY, CHTD., sues Defendants G & C Gulf, Inc. d/b/a G&G Towing (“G&G”) and Glenn W. Cade, Jr., and alleges as follows:

INTRODUCTION

2. This First Amended Class Action Complaint and Demand for Jury Trial (the “Complaint”) challenges the predatory and illegal towing practices of

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MONTGOMERY CO. MD.

G&G, perpetrated against thousands of people and profiting Defendants to the tune of millions of dollars.

3. G&G routinely tows vehicles without the permission of the vehicle's owner in violation of Maryland law, and demands hundreds of dollars to release the vehicle to its owner. In connection with these non-consensual tows, G&G uniformly and consistently (a) fails to obtain the authorization from the parking lot owner before towing the subject vehicle, (b) does not record the information required by Maryland law (Md. Code Ann., Transp., § 21-10A-04 (5)), and (c) overcharges the owner of the vehicle for towing, storage and other charges.

4. G&G's predatory and illegal practices – which have been the subject of numerous complaints, and news stories – have not only victimized the individuals whose vehicles have been improperly towed, but threaten commerce. Businesses in places where G&G is active, like Montgomery County, lose countless customers who are unwilling to travel by car to do business where there is a “Wild West” towing practice and their cars could disappear at any moment – and where they are forced to pay hundreds of dollars to ransom their vehicles even when they have been improperly towed.

5. Neither complaints with government agencies, nor news stories about G&G's improper practices, have slowed down G&G's illegal and predatory activities. G&G will not stop its improper towing practices until it is compelled to stop them by a court of law. Accordingly, Plaintiff brings this Complaint on behalf of himself and

a class of similarly situated persons, to stop G&G's unlawful practices and to obtain compensation from Defendants.

PARTIES

6. G&G is a Maryland corporation, with its principal place of business in Montgomery County, Maryland. G&G is engaged in the daily business of towing vehicles without the permission of the vehicle owners from private parking lots in the state of Maryland. Glenn W. Cade, Jr. is the sole owner of G&G, and personally established, authorized, and enacted the policies of G&G described in this Complaint; he further inspired, participated in, and cooperated in the violations of the law alleged in this Complaint. Mr. Cade disregarded the corporate form of G&G, and *failed to observe the corporate entity, operating the business and dealing with the corporation's property as if it were his own.*

7. Plaintiff, Dr. Quan-en Yang, is a citizen of Maryland, residing in Frederick County, Maryland. Dr. Yang came to do business in Montgomery County, and his vehicle was towed by G&G without his permission.

JURISDICTION AND VENUE

8. This Court has subject-matter jurisdiction over this case pursuant to Md. Cts. & Jud. Proc. Code Ann. § 1-501. This Court has personal jurisdiction over Defendants pursuant to Md. Cts. & Jud. Proc. Code Ann. § 6-103(b), as both G&G and Mr. Cade transact business and perform work and service in the State of Maryland, contract to supply services in the State of Maryland, regularly do and solicit business and engage in other persistent courses of conduct in the State of Maryland, caused tortious injury in the State by acts and omissions in the State, and derive substantial revenue from services in the State.

9. Venue is proper in this Court under Md. Cts. & Jud. Proc. Code Ann. § 6-201, as Defendants carry on a regular business and habitually engage in vocation in Montgomery County, Maryland.

FACTS

G&G – Background

10. G&G is a large towing company that has been in business for more than 25 years. Although it operates in Washington, D.C. and Northern Virginia, most of its business – involuntary/non-consensual tows – originate in Montgomery County, Maryland.

11. On average, G&G tows more than 700 vehicles per month, the vast majority of which are involuntary and non-consensual.

12. G&G – which as of March 2015 was rated “F” on a scale of “A” to “F” by the Better Business Bureau – gets a substantial portion of its business through contracts or agreements that it enters into with businesses and apartment complexes that have private parking lots consisting of at least 3 spaces for vehicle parking. These parking lots are: (a) accessible to the general public; and (b) intended by the owner of the business to be used primarily by the business’ customers, clientele, residents, lessees and guests.

Maryland’s Private Towing Act

13. Maryland law strictly regulates the practice of towing vehicles from private parking lots, and imposes harsh penalties for the violation of those requirements. *See* Maryland’s Towing or Removal of Vehicles from Parking Lots Law, Md. Code Ann., Transp. §21-10A-01 *et seq.* (the “Maryland Towing Act”).

14. For example, the Maryland Towing Act requires specific authorization from the parking lot owner to tow any vehicle. In particular, the Maryland Towing Act requires that any person who tows a vehicle from a parking lot, “[b]efore towing or removing the vehicle, shall have authorization of the parking lot owner which shall include: (i) The name of the person authorizing the tow or removal; (ii) A statement that the vehicle is being towed or removed at the request of the parking lot owner; and (iii) Photographic evidence of the violation or event that precipitated the towing of the vehicle.” Maryland Towing Act, § 21-10A-04(a)(5).

15. The Maryland Towing Act, § 21-10A-06 also provides that “Any person who undertakes the towing or removal of a vehicle from a parking lot in violation of any provision of the Maryland Towing Act shall be liable to the “vehicle owner” for: (a) actual damages; plus (b) triple all towing fees.

Montgomery County’s Private Tow Law

16. The Maryland Towing Act also provides that a local authority may adopt more stringent laws or regulations governing the activities of towers such as G&G.

17. Montgomery County, Maryland, where G&G is located and operates, has adopted such laws or regulations. Montgomery County Code, § 30C-1, *et seq.* (the “MC Tow Law”).

18. For example, the MC Tow Law, like the Maryland Towing Act, requires specific authorization from the parking lot owner before a tow company such as G&G initiates the tow of any vehicle. It additionally provides that: “a

property owner must not tow a motor vehicle from the owner's property unless the property owner has, directly or through an agent, expressly authorized the towing of the particular vehicle." MC Tow Law, § 30C-4(c)(1).

19. Further, the "authorization to tow may take the form of a tow slip," MC Tow Law, § 30C-4(c)(2), and "[i]f a tow slip is used, the property owner or the owner's agent must sign the slip immediately before the vehicle is towed. A legible copy of the slip must be securely attached to the vehicle." MC Tow Law, § 30C-4(c)(4).

20. The MC Tow Law also requires that the "property owner or the owner's agent must retain each tow slip and, for those vehicles towed without a tow slip, a record of the information furnished to the police, for one year after the tow." MC Tow Law, § 30C-5 (c).

21. Moreover, under the MC Tow Law, § 30C-4(c)(9), "An agent of a property owner, for the purpose of ordering the towing of an unauthorized vehicle, must not:

- a. Be employed by, or have any member of his or her immediate family employed by, any towing service; or
- b. Have any financial interest in any towing service or the towing of any motor vehicle."

22. For any and all violations of the MC Tow Law, the "property owner and [] towing service are jointly and severally liable," for "3 times the amount of any towing, release or storage fees charged." MC Tow Law, § 30C-9.

**Dr. Yang's Vehicle Is Illegally
Towed and Held By G&G**

23. On December 12, 2014, Dr. Yang traveled to Rockville, Montgomery County from his home in Frederick County. While in Rockville, he drove to and parked in a space outside Walgreen's Pharmacy, which is located at 430 Hungerford Drive, Rockville, Maryland 20850 ("Walgreen's").

24. On that day, Dr. Yang parked outside of Walgreen's ("Walgreen's Parking Lot") so that he could go into Walgreen's to purchase something to eat.

25. G&G has a contract or agreement with Walgreen's that provides that G&G will tow and store unauthorized vehicles from Walgreen's Parking Lot.

26. December 12, 2014 was particularly cold, with the temperature hovering around freezing, and snow falling. Although it was cold, 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.

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

28. Dr. Yang then immediately returned to Walgreen's, where he purchased a package of cookies.

29. When Dr. Yang exited Walgreen's he noticed that his car was missing.

30. He was approached by a woman, who told him that his car had been towed by an employee or agent of G&G who had been parked on the side of the Walgreen's Parking Lot.

31. The G&G employee or agent parked on the side of the Walgreen's Parking Lot that day was a "spotter" – that is, as part of the employee's or agent's job responsibilities, the "spotter" watches the comings-and-goings of vehicles parked in the Walgreen's Parking Lot to report the presence of unauthorized parked vehicles for the purposes of towing or removal, and impounding.

32. After learning that his vehicle was towed, Dr. Yang went back into the Walgreen's and asked to speak to the Walgreen's store manager. The man identified as the store manager, a Mr. Rahat, and other associate managers each told Dr. Yang that no one at Walgreen's had authorized a tow of Dr. Yang's vehicle.

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

34. G&G had towed Dr. Yang's car to a lot, which was approximately three miles from the Walgreen's Parking Lot.

35. Dr. Yang, without transportation and without his coat, was forced to walk all the way to G&G's location in order to retrieve and retake possession of his vehicle.

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

37. Dr. Yang informed the G&G representative at the front desk that his vehicle had been towed illegally.

38. Dr. Yang informed the G&G representative at the desk that no one at Walgreen's had authorized G&G to tow his vehicle.

39. Dr. Yang demanded that G&G return his vehicle to him.

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

41. Specifically, G&G required Dr. Yang to pay the following assortment of 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 before it would release Dr. Yang's vehicle to Dr. Yang.

42. Dr. Yang paid these fees, by credit card, under protest.

43. Dr. Yang had no reasonable choice but to pay these fees, because he needed his car to return to his home in Frederick County.

44. G&G failed to advise Dr. Yang of the material facts that it was not entitled to payment of any of these fees, because of its numerous violations of the Maryland Towing Act and MC Tow Law.

**G&G Violated The Maryland Towing Act
and MC Tow Law When Towing
Plaintiff's Car Causing Him Actual Damages**

45. G&G engaged in multiple acts in violation of the Maryland Towing Act and the MC Tow Law in the towing and holding of Dr. Yang's vehicle. Each of these acts was perpetrated under policies established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in those violations.

46. G&G failed to obtain the authorization required by section 21-10A-04(a)(5) of the Maryland Towing Act in connection with the towing of Plaintiff's vehicle.

47. G&G failed to obtain the authorization required by section 30C-4(c) of the MC Tow Law in connection with the towing of Plaintiff's vehicle.

48. G&G did not provide Plaintiff the immediate and continuous opportunity to retake possession of his vehicle in violation of 21-10A-05(a)(3).

49. Plaintiff suffered actual damages as the result of G&G's violations of the Towing Act, including the \$136.42 in charges G&G collected.

**G&G's Violations of the
Maryland Towing Act and MC Tow Law
Are Not Limited to the Named Plaintiff**

50. G&G uniformly and routinely violates the Maryland Towing Act and MC Tow Law as a part of its general business practice, and perpetrated these violations in its interactions with members of the Class defined below. For more than 25 years now – when Defendants sought and failed to overturn the MC Tow Law in *Cade v. Montgomery County*, 83 Md.App. 419 (1990) – Defendants **have been fully aware** that G&G's towing and storage of trespassing vehicles **does not create a possessory lien** in its favor. Defendants' actual knowledge that G&G lacks the legal right to exert a possessory lien on trespass towed vehicles is made clear by the repeated and express acknowledgement of this fact in open Court. *Cade*, 83 Md. App. at 427.

51. Despite the foregoing, G&G has knowingly and intentionally continued to engage in this unlawful conduct that interferes with the continued immediate access by consumers to their vehicles, egregiously taking and holding hostage the vehicles of thousands of consumers unless they pay G&G's ransom of whatever amounts G&G demands. G&G makes thousands of involuntary tows of vehicles each month.

52. G&G routinely tows vehicles from "parking lots," as that term is defined in the Maryland Towing Act, Md. Code Ann., Transp. § 21-10A-01(a) (hereinafter "Parking Lots").

53. Nevertheless, in towing vehicles from Parking Lots, G&G does not obey the requirements of either the Maryland Towing Act or the MC Tow Law.

54. For example, G&G systematically fails to provide Class members with the immediate and continuous opportunity to retake possession of their vehicles, in violation of section 21-10A-05(a)(3) of the Towing Act. This failure is perpetrated under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in those violations.

55. In addition, G&G systematically fails to obtain the authorization required by section 21-10A-04(a)(5) of the Maryland Towing Act and § 30C-4(c) of the MC Tow Law, in connection with the towing of Class members' vehicles. This failure is perpetrated under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in those violations.

56. This Complaint seeks to remedy G&G's systematic violations of the Maryland Towing Act, to stop those violations, and to obtain compensation for G&G's victims.

57. Unless and until this Court grants the legal, declaratory, and injunctive relief Plaintiffs seek through this action, G&G will continue to engage in business practices which violate the Maryland Towing Act and MC Tow Law and which result in harm to thousands of drivers throughout Maryland.

CLASS ACTION ALLEGATIONS

58. Named Plaintiff brings this action on behalf of a Class which consists of:

All persons whose vehicles were involuntarily/non-consensually towed by G&G from a Parking Lot and from whom G&G collected payment.

59. The Class, as defined above, is identifiable. The Named Plaintiff is a member of the Class.

60. The Class is so numerous that joinder of all members is impracticable.

61. There are questions of law and fact which are not only common to the Class but which predominate over any questions affecting only individual class members. The common and predominating questions include, but are not limited to:

(a) Whether G&G failed to obtain the authorization required by section 21-10A-04(a)(5) of the Maryland Towing Act when towing the vehicles of Plaintiff and the Class;

(b) Whether G&G failed to obtain the authorization required by section 30C-4(c) of the MC Tow Act when towing the vehicles of Plaintiff and the Class;

(c) Whether G&G required Plaintiff and Class members to pay a fee associated with the use of their credit card;

(d) Whether G&G failed to provide Plaintiff and Class members the immediate and continuous opportunity for persons to retake possession of their vehicles, and, when it did so, acted with knowledge and intent that it lacked a legal right to do so;

(e) Whether the actions of G&G constituted violations of the Maryland Towing Act in its transactions with Plaintiff and Class Members;

(f) Whether the actions of G&G constituted violations of the MC Tow Law in its transactions with Plaintiff and Class Members;

(g) Whether G&G claimed, attempted, or threatened to enforce a right with knowledge that the right does not exist in its dealings with Plaintiff and Class members; and

(h) Whether declaratory and injunctive relief is proper to prevent G&G from continuing to tow vehicles in violation of the Maryland Towing Act and to compel G&G's compliance with the Maryland Towing Act in the future.

62. The claims of Named Plaintiff are typical of the claims of the respective members of the Class within the meaning of Md. Rule 2-231(a)(3), and

are based on and arise out of similar facts constituting the wrongful conduct of G&G.

63. Named Plaintiff will fairly and adequately protect the interests of the Class within the meaning of Md. Rule 2-231(a)(4). Named Plaintiff is committed to vigorously litigating this matter. Further, Named Plaintiff has secured counsel experienced in handling class actions and complex litigation.

64. Neither Plaintiff nor Plaintiff's counsel has any interests that might cause them not to vigorously pursue this claim.

65. The prosecution of separate actions by individual members of the Class would create a risk of establishing incompatible standards of conduct for G&G within the meaning of Md. Rule 2-231(b)(1)(A).

66. G&G's actions are generally applicable to the respective Class as a whole, and Plaintiff seeks equitable remedies with respect to the Class as a whole within the meaning of Md. Rule 2-231(b)(2).

67. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class and a class action is the superior method for fair and efficient adjudication of the controversy within the meaning of Md. Rule 2-231(b)(3).

68. The likelihood that individual members of the Class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

69. Plaintiff's counsel are experienced in class actions, and foresee little difficulty in the management of this case as a class action.

CAUSES OF ACTION

Count I

Violation of the Maryland Towing Act (Md. Code Ann., Transp. § 21-10A-04(a)(5))

70. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

71. G&G is a "person" within the meaning of Md. Code Ann., Transp. § 1-101(j).

72. The parking lot from where Plaintiff and Class members' vehicles were towed were all Parking Lots within the meaning of Md. Code Ann., Transp. § 21-10A-01(a).

73. G&G undertook the towing or removal of the vehicles of Plaintiff and the Class from Parking Lots.

74. Nevertheless, G&G failed to obtain the authorization required by Md. Code Ann., Transp. § 21-10A-04(a)(5) of the Maryland Towing Act, before towing the vehicles of Plaintiff and the Class, under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in those violations.

75. As a result of Defendants' failure to comply with Md. Code Ann., Transp. § 21-10A-04(a)(5) of the Maryland Towing Act, Plaintiff and the Class suffered actual loss and other damages.

Count II
Violation of the Maryland Towing Act
(Md. Code Ann., Transp. § 21-10A-05(a)(3))

76. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

77. Under Md. Code Ann., Transp. § 21-10A-05(a)(3), G&G has a duty to “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.”

78. G&G uniformly and consistently violated this duty in contravention of the Maryland Towing Act, Md. Code Ann., Transp. § 21-10A-05(a)(3), under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in those violations.

79. As a result of Defendants’ failure to comply with Md. Code Ann., Transp. § 21-10A-05(a)(3) of the Maryland Towing Act, Plaintiff and the Class suffered actual loss and other damages.

Count III
Violation of the MC Tow Law
(Montgomery County Code, § 30C-4)

80. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

81. At all times relevant to this Complaint, G&G was engaged in “Towing” within the meaning of the MC Tow Law, § 30C-1(a)(6), and provided “trespass towing services” within the meaning of the MC Tow Law, § 30C-1(a)(7).

82. In providing such trespass towing services, G&G was prohibited from towing a motor vehicle unless the “property owner has, directly or through an agent, expressly authorized the towing of the particular vehicle.” MC Tow Law, § 30C-4(c)(1).

83. Nevertheless, G&G failed to obtain the authorization required by MC Tow Law, § 30C-4(c) before towing the vehicles of Plaintiff and the Class, under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in that violation.

84. As a result of Defendants’ failure to comply with MC Tow Law, § 30C-4(c)(1), Plaintiff and the Class suffered actual loss and other damages.

Count IV
Violation of the MC Tow Law
(Montgomery County Code, § 30C-2)

85. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

86. MC Tow Law, § 30C-2 sets the maximum amount that a towing company in Montgomery County, Maryland may charge a vehicle owner for an involuntary/non-consensual tow.

87. MC Tow Law, § 30C-2 also limits and enumerates the specific charges that are permitted by the MC Law – charges for (a) attaching the vehicle to be towed to the tow truck; (b) towing the vehicle to a storage site; (c) storing the vehicle until it is redeemed; and, (d) any other service needed to safely remove a vehicle. MC Tow Law, § 30C-2(b).

88. Other than the specific acts MC Tow Law, § 30C-2(d), “A towing service must not charge for any act ... unless that act was expressly requested by the vehicle owner.”

89. Despite the express limitations on permissible charges set forth in the MC Tow Law, G&G charged and collected from Plaintiff and Class members (who paid with a credit card) a “credit card processing fee,” under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in that collection. In the case of Dr. Yang, G&G charged and collected a credit card processing fee of 3.35% or \$4.42.

90. By charging and collecting a “credit card processing fee” from Plaintiff and Class members, Defendants uniformly and consistently violated MC Tow Law, § 30C-2.

Count V
Violation of the Maryland Towing Act
(Md. Code Ann., Transp. § 21-10A-04(a))

91. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

92. The Maryland Tow Act, § 21-10A-04(a)(1) sets the maximum amount, and specific enumerated charges, that a towing company in Maryland may charge a vehicle owner for undertaking an involuntary/non-consensual tow.

93. In setting such limits on the charges for an involuntary/non-consensual tow in Maryland, the Maryland Tow Act, § 21-10A-04(a) adopts the fees and charges “otherwise set by local law.”

94. As set forth above, to the extent that the tow is undertaken in Montgomery County, Maryland, the “local law” prohibits G&G from charging or collecting from Plaintiff and Class members (who paid with a credit card) a “credit card processing fee.”

95. By charging and collecting a “credit card processing fee” from Plaintiff and Class members, Defendants uniformly and consistently violated the Maryland Towing Act, § 21-10A-04(a).

Count VI **Money Had and Received**

96. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

97. G&G charged and collected amounts from Plaintiff and Class members in violation of the Maryland statute and Montgomery County ordinance, as set forth above, under policies established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in those violations.

98. G&G collected all charges from Plaintiff and other Class members in Montgomery County, Maryland.

99. Any agreement under which G&G collected amounts in violation of Maryland or Montgomery County law from Plaintiff and the Class is nugatory and ineffective.

100. G&G received amounts collected in violation of Maryland and Montgomery County law from Plaintiff and each and every member of the Class, in Montgomery County.

101. By doing so, G&G obtained possession of money which, in equity and good conscience, it ought not to be allowed to retain and should return to Plaintiff and other Class members.

102. G&G's agent or agents or employees involved in the acts alleged herein was acting at all times relevant to the allegations contained in this Complaint as the agent or employee of G&G and within the scope of its agency or employment.

103. When perpetrating the acts alleged herein causing injury or damages to Plaintiff or other members of the Class, G&G's agent or agents or employees committed those acts within the scope of the employment or agency, and when performing services for which he or she or it had been engaged, and when acting in furtherance of G&G's interests.

104. With respect to the acts alleged herein, G&G, either directly or through its agent or agents or employees, perpetrated the acts causing injuries or damages to Plaintiff and the other members of the Class.

105. Plaintiff and the Class paid more than they would have paid as a result of Defendant's violation of Maryland Tow Act and MC Tow Law.

106. As a consequence, Named Plaintiff and the Class have sustained the losses and damages described herein, and Defendants should be required to make restitution to them.

Count VII
Violation of the MC Tow Law
(Montgomery County Code, § 30C-8)

107. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

108. Under the MC Tow Law, G&G has a duty to return the vehicle to the vehicle's owner and provide the owner of the vehicle or the owner's agent immediate and continuous opportunity to retake possession of the vehicle. In fact, the MC Tow Law expressly provides that it 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." MC Tow Law, 30C-8(b)(8).

109. Regardless, Defendants uniformly and consistently fail to comply with the requirements of the MC Tow Law by requiring Plaintiff and Class members to pay all towing, storage, and other charges as a condition to retaking possession of their vehicles.

110. By claiming a lien on the Plaintiff's and Class Members' vehicles, when no such lien existed, Defendants acted in contravention of the Montgomery County Code.

111. As a result of Defendants' failure to comply with MC Tow Law, Plaintiff and the Class suffered actual loss and other damage.

Count VIII
Conversion – Civil Theft

112. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

113. G&G's refusal to release towed vehicles unless and until the owner of the vehicle, or owner's agent, first pays G&G all monies allegedly owed for the tow, constitutes an intentional exercise of dominion over the chattel which seriously interfered with the ownership rights of the true owners. This refusal was undertaken under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in that refusal.

114. G&G exercised such dominion without permission or justification.

115. Although G&G and Mr. Cade knew or should have known that G&G's actions constituted a wrongful conversion, G&G nonetheless asserted a right to "lien" on Plaintiff's and Class members' vehicles with actual malice.

116. As a result of the conversion, Plaintiff and Class members suffered actual injury and loss.

Count VIII
Trespass to Chattel

117. Plaintiff incorporates into this paragraph the foregoing paragraphs of the Complaint.

118. G&G's refusal to release towed vehicles unless and until the owner of the vehicle, or owner's agent, first pays G&G all monies allegedly owed for the tow, wrongfully barred the owners' access to their vehicles. This refusal was undertaken

under a policy established by Mr. Cade, and Mr. Cade inspired, participated in, and cooperated in that refusal.

119. Such wrongful acts dispossessed Plaintiff and the Class members of their rightful interest in their vehicles.

120. Although G&G and Mr. Cade knew or should have known that their actions constituted a wrongful trespass to the chattel, Defendants nonetheless asserted a right to “lien” on Plaintiff’s and Class members’ vehicles with actual malice.

121. As a result of the trespass, Plaintiff and Class members suffered injury and loss.

Count IX
Violation of the Maryland Consumer Protection Act

122. Plaintiff re-alleges and incorporates by reference the allegations set forth above as if fully set forth herein.

123. Maryland’s Consumer Protection Act (“CPA”), Md. Code Ann., Com. Law § 13-101 *et seq.*, prohibits any “person” from engaging in any unfair or deceptive trade practices, *inter alia*, in the collection of consumer debts. CPA, § 13-303(3) and (4).

124. The collection of towing charges from Dr. Yang and other members of the Class constitutes collection of consumer debts.

125. As a “person” under the CPA, § 13-101(h), Defendant is prohibited from engaging in unfair and deceptive trade practices.

126. The CPA specifically prohibits Defendant from making any false or misleading oral or written statement or other representation of any kind that has the capacity, tendency or effect of deceiving or misleading consumers. CPA, § 13-301(1).

127. The CPA further prohibits Defendant from failing to state a material fact if the failure deceives or tends to deceive. CPA, § 13-301(3).

128. In violation of the CPA, § 13-303(3) - (4) and § 13-301(1), G&G represented to Dr. Yang and members of the Class that 1) they were required to pay towing charges for “trespass tows,” despite G&G’s violations of Maryland and Montgomery County law described above; and 2) they were required to pay these charges before they could regain possession of their vehicles. By making these representations, G&G engaged in misrepresentations and failures to state material facts, which deceived and tended to deceive and violated the aforesaid sections of the CPA.

129. These representations were false and misleading and tended to and did deceive Named Plaintiff and members of the Class, many of whom made payments to Defendant that were not due and owing. In violation of the CPA, § 13-303(3) - (4) and §13-301(3), G&G failed to disclose to Named Plaintiff and members of the Class certain material facts, including the fact that the charges imposed by G&G were unlawful, and that G&G had no right to retain their vehicles until payment was made to G&G. In addition, G&G represented in writing to Named Plaintiff and

members of the Class that the charges imposed in connection with the trespass towing of their vehicles were legitimate.

130. These misrepresentations and failures to disclose material facts led Named Plaintiff and members of the Class to make payments that were not due and that they would not have made had G&G informed them of the material facts. Defendant committed unfair and deceptive practices by collecting and attempting to collect on alleged debts which, in fact, were not due and this conduct constitutes unfair and deceptive trade practices in violation of the CPA, § 13-101 *et seq.*, including §§ 13-303(3) and (4), and §§ 13-301(1) and (3).

131. As a result of Defendants' unfair and deceptive trade practices in violation of the CPA, Named Plaintiff and members of the Class were told they owed money to G&G they did not owe, and were induced and commanded by Defendant to make payments to Defendant on amounts that were not owed, causing Named Plaintiff or members of the Class injury and loss.

132. Each of G&G's violations of the CPA was undertaken under policies established by Mr. Cade, and inspired, participated in, and cooperated in by Mr. Cade.

WHEREFORE, Plaintiff demands, on behalf of himself and the proposed Class:

A. Triple the amount paid by Plaintiff and each Class member to G&G to retake possession of their vehicles, which in an aggregated amount exceeds \$75,000.00;

- B. Actual damages;
- C. Punitive damages;
- D. Reasonable attorney's fees to be determined; and,
- E. The costs of this action.

Respectfully submitted,

Dated: July 27, 2015

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Attorneys for Named Plaintiff and the Class

By: 
Richard S. Gordon

JURY DEMAND

Plaintiffs hereby demand a trial by jury of all issues so triable.


Richard S. Gordon

2015 JUL 27 PM 3:35

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