

QUAN-EN YANG, et al.
On His Own Behalf and on Behalf
of All Others Similarly Situated,

Plaintiffs,

vs.

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

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY, MD.
* Case No. 403885-V
* Hon. Ronald B. Rubin
* Specially Assigned
* TRACK VI

* * * * *

**ORDER PRELIMINARILY APPROVING
AGREEMENT AND SETTING SCHEDULE**

Upon review and consideration of the Agreement (the "Agreement") dated December 30, 2015, relating to claims against Defendant G&C Gulf, Inc, d/b/a G&G Towing (hereinafter "Defendant" or "G&G Towing"), in *Yang, et al. v. G&C Gulf, Inc, d/b/a G&G Towing, et al.*, Case No. 403885-V pending in the Circuit Court for Montgomery County, Maryland (hereinafter the "Action"), and a hearing on the proposed Agreement having been held:

NOW, upon application of Named Plaintiff Quan-en Yang (the "Representative Plaintiff"), and good cause appearing, THIS COURT FINDS and ORDERS as follows:

1. The terms of the Agreement are preliminarily approved as fair, reasonable and adequate, subject to further consideration thereof at the Final Approval Hearing described at Paragraph 14 of this Order.

2. The definitions set forth in the Agreement are hereby incorporated by reference into this Order.

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Montgomery County, Md.

3. In accordance with the Agreement, and pursuant to Rules 2-231(a), 2-231(b)(1) and 2-231(b)(3) of the Maryland Rules of Civil Procedure, the Court hereby certifies the following Class:

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.

4. In connection with the certification of the Class, the Court FINDS as follows:

a. The Prerequisites of 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 claim or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative will fairly and adequately protect the interests of the class.

2-231(a)(1) (numerosity): This Court finds that approximately 26,000 individuals meet the class definition and, therefore, the class is so numerous that joinder would be impracticable in this case. Thus, the Court finds that the numerosity requirement under Md. Rule 2-231 (a)(1) is satisfied.

2-231(a)(2) (commonality of facts or law): Based upon the Agreement and Stipulations included as Exhibit B to the Agreement, the Court finds that there are several common questions of law or fact in this case including whether G&G Towing violated the following duties imposed under Maryland’s Towing or Removal of Vehicles from Parking Lots Law (Md. Code Ann., Transp. §21-10A-01 *et seq.* (the “Maryland Towing Act”), Montgomery County’s Tow Ordinances (Montgomery County Code, § 30C-1, *et seq.* (the “MC Tow Law”)) and the common law:

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- i. G&G Towing's duty to permit vehicle owners to retake possession of their vehicles without requiring up-front payment.
- ii. G&G Towing's duty to charge only its towing rates on file with Montgomery County (i.e., no credit card transaction fee).
- iii. G&G Towing's duty to provide vehicle owners, in a receipt, with certain information and disclosures regarding their rights and remedies under the Acts.
- iv. G&G Towing's 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.

Accordingly, the Court finds that a determination of the legality of G&G Towing's practices challenged in this case concern common questions of law and fact. As such the Court finds the requirements of Md. Rule 2-231(a)(2) are satisfied.

2-231(a)(3) typicality of claims and defenses: This factor focuses on the consideration of whether the representative's interests are truly aligned and consistent with those of the class members. In this case, the Representative Plaintiff's claims are typical of and similar to the claims of every other class member. Furthermore, the defenses to liability, if any, are similar as to every Class member. Thus, the Court finds that the requirement of typicality under Md. Rule 2-231(a)(3) is satisfied.

2-231(a)(4) (adequate representation): Based upon the similar nature of Plaintiffs' claims, the claims of the Representative Plaintiff are not conflicting or inconsistent with the claims of Class members. Moreover, the Court finds that Class is represented by able counsel with extensive experience in class action litigation, who have adequately represented the interests of the Class in this litigation. Thus, the Court finds that the requirement of adequate representation under Md. Rule 2-231(a)(4) is satisfied.

b. Requirements of Rule 2-231 (b):

After the requirements of Md. Rule 2-231(a) are found to exist, the Court must determine

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pursuant to Md. Rule 2-231(b) whether this case may be maintained as a class action under 2-231 (b)(1) or (b)(2) or (b)(3).

Md. Rule 2-231(b)(1): This Court finds that the prosecution of separate actions by or against individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class that would establish incompatible standards of conduct for the party opposing the class. Thus, because the ultimate question in this case resolves whether G&G Towing's uniform and consistent policies and practices violate duties under the Maryland Towing Act, the MC Tow Law and the common law, certification under Rule 2-231(b)(1) is appropriate.

Md. Rule 2-231(b)(3): This Court finds that this case may be maintained as a class action under Rule 2-231(b)(3) because there are common over-riding legal claims held by all class members regarding whether G&G Towing violated the Maryland Towing Act, the MC Tow Law and the common law in connection with its Trespass Tow of the Class' vehicles (as the term "Trespass Tow" is used in the Stipulations and Agreement). 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 greatly predominate over individualized questions and a class action suit is clearly the superior vehicle to efficiently adjudicate this lawsuit. Certification under Rule 2-231(b)(3) is, therefore, appropriate.

5. For the purpose of this preliminary approval and all matters relating to the Agreement, until further order of the Court, the Representative Plaintiff Quan-en Yang shall be the Representative of the Class. Plaintiffs' counsel of record are appointed as counsel for the Class. The law firm representing the Class is:

Richard S. Gordon
Benjamin H. Carney

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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.

6. Strategic Claims Services (“SCS”) of Media, Pennsylvania, is hereby appointed as Escrow Administrator, as that term is defined and used in the Agreement, and is authorized and directed to supervise and administer the notice procedure as more fully set forth below.

7. Within forty-five (45) calendar days of the entry of this Order, the Escrow Administrator, using the Class Member List it has compiled pursuant to the terms and procedures described in Paragraphs 19 and 20 of the Agreement, shall mail to all persons within the Class, via U.S. Mail via first-class delivery, a copy of the Postcard Notice in content substantially the same as set forth in the form attached to the Agreement as Exhibit D, in accordance with the procedures set forth herein. In compiling the Class Member List and updating their addresses for purposes of sending notice to the Class, the Escrow Administrator and Class Counsel may obtain and use personal information and data concerning the Class Members (including but not limited to personal information and data contained in state motor vehicle records) in accordance with the Driver Privacy Protection Act (DPPA), 18 U.S.C. §2721(b).

8. As part of the protocol for effecting notice to the Class, Class Counsel, within thirty (30) calendar days of the entry of this Order, shall publish and maintain the website *www.TowingClassAction.com*. The website shall contain, at a minimum, the Agreement, the Class Action Notices, the Complaint and a copy of this Order.

9. The Court approves, as to form and content, the Notices as set forth in the form attached to the Agreement as Exhibits C & D and finds that the mailing and distribution of the

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Notice substantially in the manner and form set forth in Paragraph 7 of this Order meets the requirements of Rule 2-231 of the Maryland Rules of Civil Procedure and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Common Fund defined in Paragraph 14(e) the Agreement, shall pay the entire cost of sending Class notices (by first-class mail, postage prepaid) and administering the Agreement.

11. Prior to the hearing described in Paragraph 14 herein, Class Counsel shall serve and file a sworn statement of the Escrow Administrator evidencing compliance with the provisions of this Order concerning the mailing of the Class Notice.

12. Defendants shall make the deposit into the Common Fund required under paragraph 16(d) of the Agreement within five (5) days of the date of this Order.

13. Defendants shall make the deposit into the Common Fund required under paragraph 16(f) of the Agreement, upon application by Class Counsel and approval by the Court.

14. A hearing (the "Final Approval Hearing") shall be held before the undersigned at 1:30 ~~AM~~ P.M. on May 3, 2016, in the Circuit Court for Montgomery County, Maryland, to consider the fairness, reasonableness and adequacy of the proposed Agreement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by Class Counsel, and other related matters. This hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

15. Class members shall be afforded an opportunity to request exclusion from the Class. Class members who timely and validly request exclusion from the Class, by written notice

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of exclusion received by the Escrow Administrator not later than 45 days from the date of mailing of Notice, shall not participate in and shall not be bound by the Agreement.

16. Any member of the Class who does not validly opt out in accordance with the notice provided to each Class member shall be bound by all determinations and judgments in the action concerning the Agreement, whether favorable or unfavorable.

17. Any Class member may appear and show cause, if s/he has any, why the proposed Agreement should or should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered thereon, or why attorneys' fees and expenses should or should not be awarded to Class Counsel in the amount requested; or why any incentive award should not be made to the Representative Plaintiff; provided, however, that no Class member or any other person shall be heard on or entitled to contest the approval of the terms and conditions of the proposed Agreement, or, if approved, the Judgment to be entered thereon approving the same or the attorneys' fees and expenses to be awarded to Class Counsel or the incentive payments to the Representative Plaintiff, unless 45 days from the date of mailing of Notice, that person has served written objections and copies of any papers and briefs upon Richard S. Gordon, as Lead Class Counsel, and Ronald S. Canter, of the Law Office of Ronald S. Canter, as counsel for G&G Towing, and has filed said objections, papers, and briefs with the Clerk of the Circuit Court for Montgomery County. Any Class member who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Agreement, including, without limitation, the proposed Judgment, the award of attorneys' fees and expenses to Class Counsel, and any incentive award to the Representative of the Class.

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18. Within three business days following the expiration of the last date for requesting exclusion (the "Exclusion Date"), the Escrow Administrator shall:

a. Notify in writing G&G Towing's counsel and Class Counsel regarding the names of Class members, if any, who request exclusion;

b. File with the Court a sworn statement listing all persons who have submitted timely requests for exclusion; and

c. Provide copies of all Requests for Exclusion received by it to Class Counsel and to G&G Towing's counsel. The originals of all Requests for Exclusion shall be retained by the Escrow Administrator unless and until such originals are delivered to Class Counsel following the Effective Date of the Agreement.

19. To effectuate the Agreement and the Notice provided for herein, the Escrow Administrator shall lease and maintain a post office box of adequate size. Notice to the Class shall designate said post office box for Requests for Exclusion and for all purposes of communicating with the Escrow Administrator. The Escrow Administrator shall be responsible for the receipt of all Requests for Exclusion and other written communications from Class members and shall preserve all such communications until administration is complete or pursuant to Order of the Court. All written communications received from Class members and all written responses to inquiries by Class members relating to the Agreement shall be available at all reasonable times for inspection and copying by Class Counsel and by G&G Towing's counsel, subject to further Order of the Court if issues of privilege or confidentiality arise. Notice to Class members shall designate the Escrow Administrator as the person to whom Requests for Exclusion shall be sent.

ENTERED

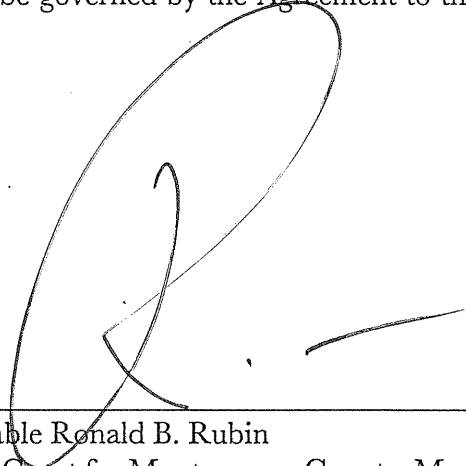
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20. Response to any class member opposition, memoranda in support of the Agreement, petitions for attorneys' fees and reimbursement of expenses by Class Counsel, and requests for any class representative award shall be filed with the Clerk of the Court not later than seven (7) days before the hearing described in Paragraph 14.

21. All other events contemplated under the Agreement to occur after this Order and before the hearing described in Paragraph 14 shall be governed by the Agreement to the extent not inconsistent herewith.

Dated: January 7, 2016



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

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