

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

Defendant.

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

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JUN 01 2020

Clerk of the Circuit Court
Montgomery County, Md.

* * * * *

**Response to Defendant John Garza d/b/a Olde
Town Parking's Motion to Quash Service of Process**

Plaintiffs, by and through their undersigned counsel, hereby submit this Response to Defendant John Garza d/b/a Olde Town Parking's Motion to Quash Service of Process ("Motion") (Dkt. No. 912). Olde Town Parking is a Parking Lot, owned by John Garza, that entered into a contract with Defendant G&G Towing in December of 2009 for the provision of towing services. A copy of Olde Town Parking's contract with G&G Towing is attached hereto as **Exhibit A**.

The Motion makes the argument that John Garza d/b/a Olde Town Parking ("Garza") was not properly served with the Sixth Amended Complaint because the individual served, Assrar Mahiob, was not authorized to accept service of process on behalf of Garza.

While Assrar Mahiob, according to Plaintiffs' process server, not only agreed to accept service on behalf of Garza but advised that he was authorized to do so, *see* Dkt. No. 909, and Plaintiffs thus believe service on Garza was proper, Plaintiffs nonetheless think it prudent simply to re-serve the complaint on Garza to eliminate any question as to whether Defendant Garza was served. While Garza's counsel, Christopher Smith (The Law Office of Christopher J. Smith,

LLC) has informed Plaintiffs that Garza does not authorize him to accept service on Garza's behalf, Plaintiffs have made arrangements to serve Garza again. Indeed, Plaintiffs have already requested the Clerk reissue the summons for Garza.¹

Accordingly, for the reasons set forth herein, Plaintiffs respectfully request that this Court deny Garza's Motion (as moot).

Dated: May 26, 2020

Respectfully submitted,

Richard S. Gordon
Kirsten S. Krogen
GORDON, WOLF & CARNEY, CHTD.
100 W. Pennsylvania Ave., Suite 100
Baltimore, Maryland 21204
(410) 825-2300

Attorneys for the Certified Plaintiff Class

By:


Kirsten S. Krogen

¹ The docket reflects that the summons for Garza was re-issued to Plaintiffs' counsel on May 14, 2020. See Dkt. No. 919. Since the summons was likely mailed to Plaintiff Class Counsel's law office - which is closed at the moment due to the COVID-19 crisis - Plaintiff Class Counsel does not yet have a copy of the summons.

CERTIFICATE OF SERVICE

I hereby certify on this 26th day of May, 2020, that I served a copy of the foregoing Response to Defendant John Garza d/b/a Olde Town Parking's Motion to Quash Service of Process by first-class mail, postage prepaid on:

Gardner M. Duvall
Patrick D. McKevitt
Whiteford, Taylor & Preston, LLP
Seven Saint Paul Street, Suite 1500
Baltimore, Maryland 21202

Thomas D. Murphy
Murphy & Mood, P.C.
31 Wood Lane, Suite 2
Rockville, Maryland 20850

Michael Campbell
Miller, Miller & Canby
200-B Monroe Street
Rockville, Maryland 20850

Justin Cameron
Cameron Mericle, P.A.
7875 Belle Point Drive
Greenbelt, Maryland 20770

Christopher J. Smith
Law Office of Christopher J. Smith
17 West Jefferson Street, Suite 100
Rockville, Maryland 20850

Charles Thomas Brown, Esq.
Erik B. Lawson, Esq.
Silver & Brown, P.C.
10621 Jones Street, Suite 101
Fairfax, Virginia 22030

Robert C. Kostecka
Paradiso, Taub, Sinay, Owel & Kostecka,
PC.
7910 Woodmont Avenue, Suite 1400
Bethesda, Maryland 20814



Kirsten S. Krogen

EXHIBIT A

Exhibit A



TOWING AGREEMENT

This agreement made this 1 day of December, 2009

by and between

G & G Towing

421 Dover Rd

Rockville, Md. 20850

Hereinafter referred to as "TOWING COMPANY" and

John Garza / Olde Town Parking

Hereinafter referred to as "PROPERTY OWNER".

Now therefore, the TOWING COMPANY agrees to provide towing services for the PROPERTY OWNER upon the following terms and conditions:

1. This agreement pertains to illegally parked vehicles and abandoned vehicles towed at request of the PROPERTY OWNER.
2. The TOWING COMPANY will tow and remove any and all vehicles from premises owned, managed, or controlled by the PROPERTY OWNER at the direction of the PROPERTY OWNER.
3. The TOWING COMPANY will assume all responsibilities for any damage caused to said vehicle by act of negligence or omission on the part of the TOWING COMPANY.
4. The TOWING COMPANY will notify and report all vehicles towed to the local police department immediately upon removal of said vehicle.
5. The PROPERTY OWNER or an authorized representative will authorize the removal of each vehicle towed in Montgomery County between the hours of 9 AM - 2 AM. The TOWING COMPANY will record a copy of who requested the tow.
6. The PROPERTY OWNER will not be charged a fee, expense or cost for the execution of, or compliance with this agreement.

421 Dover Road
Rockville, Md. 20850

G&G PRODUCTION 1033

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7. The TOWING COMPANY will assess reasonable charges to the owner of any vehicle towed following the Montgomery County Regulations.
8. Junk vehicles depending on size will be removed for a minimum charge of one hundred dollars (\$100.00) to the PROPERTY OWNER.
9. The PROPERTY OWNER will be charged fifty dollars (\$50.00) per vehicle depending on size that needs to be relocated due to parking lot repairs or any other reason that said vehicle needs to be moved within the property plus a ten dollar (\$10.00) fuel surcharge per truck.
10. 24-hour towing enforced fire lanes, fire hydrants, blocking dumpsters, parking on the grass, handicap spaces, no parking zones, expired tags, no tags, commercial vehicles, abandoned vehicles and double parked (t-bone) at PROPERTY OWNER'S request.
11. The agreement is good for two(2) years and will automatically be renewed unless otherwise notified in writing.

NAME ADDRESS OF PROPERTY OWNER:

John Garza 17 W. Jefferson St
Rockville MD 20850

LIST ALL PROPERTIES COVERED BY THIS AGREEMENT AND THEIR ADDRESS

77 N. Washington St garage

PERSONS AUTHORIZED TO SIGN FOR TOWS

<u>John Garza</u>	<u>Tina Collins</u>
<u>Anna Hsieh Garza</u>	<u>Tesha Beavers</u>
<u>Lisa Parkhurst</u>	

STEVE KERASIOTES

G & G TOWING

PHONE # (301) 762-6023
 FAX # (301) 762-2788

[Signature]
 PROPERTY OWNER

PROPERTY MANAGER

PHONE # 301 3408200
 FAX # _____

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 Rockville, Md. 20850

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Order

UPON CONSIDERATION OF the Defendant John Garza d/b/a Olde Town Parking's Motion to Quash Service of Process ("Motion to Quash"), and the Response to the Motion to Quash by Plaintiffs, and for good cause shown, it is this ____ day of _____, 2020, by the Circuit Court for Montgomery County, hereby

ORDERED, that the Motion to Quash is hereby DENIED as moot.

Hon. Ronald B. Rubin
Judge, Circuit Court for Montgomery County