

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

* * * * *

Plaintiffs' Opposition to Defendant's Motion to Deem Defendant's Customer Contracts Confidential

Plaintiff, Quan-en Yang ("Dr. Yang"), opposes the Motion to Deem Defendant's Customer Contracts Confidential (the "Motion") filed by Defendant G&C Gulf, Inc. d/b/a G&G Towing ("G&G").

I. Introduction

G&G's Motion is wholly predicated on the notion that the identity of a person who may authorize G&G to tow a car from a particular property is confidential. Not so. By statute, this information *cannot* be confidential. Quite the contrary, the Montgomery County Code expressly provides that this very information in all contracts which authorize trespass towing *must* be available for copying by governmental authorities and by any person whose vehicle was towed under the contract. Montgomery County Code §§30C-3(e), 30C-4(c), 30C-5(c). Because the very information G&G seeks to shield is required to be disclosed under Montgomery County law, the Motion is without merit. *See* Part III.A, *infra*.

Moreover, the information G&G attempts to deem confidential is not private information. Not only has G&G already produced a customer list in discovery in this case which has not been

marked confidential, see Exhibit 1, but the information is readily obtainable through public sources. As a result, the information neither constitutes trade secrets nor can be identified as confidential under the confidentiality order in this case. *See* part III.B, *infra*.

For these reasons, more fully discussed below, G&G's Motion should be denied.

II. Legal Standard

The standard for determining whether the documents in question should be deemed confidential in this case is provided by the Stipulated Order Regarding Confidential Materials, entered by the Court on August 10, 2015 (the "Confidentiality Order"). Dkt. No. 57. Under the Confidentiality Order, a document may be marked as confidential only when the person designating it confidential:

in good faith believes it contains sensitive personal information, trade secrets, or other confidential research, development, or commercial information.

Id. at ¶1(a).

The Confidentiality Order also makes clear what information may not be marked confidential:

This Order does not apply to information that has been produced, disclosed or made available to the public or otherwise available for public access.

Id. at ¶1(h).

The burden of proving that documents are confidential lies with the party asserting confidentiality - here, G&G. *Id.* at ¶4.

III. Argument

G&G's Motion relies on the proposition that the identities of persons who may authorize G&G to tow vehicles are confidential business information and trade secrets. Because this same information must be made available outside of G&G by statute - including to the Class members

in this case - the information cannot be confidential. In addition, this information is already public, and publicly available.

A. G&G's Contracts, and the Identity of Persons Who Can Authorize a G&G Tow, Cannot Be Confidential Under the Montgomery County Code.

Montgomery County law prescribes that the information which G&G identifies as "confidential" cannot be confidential, but instead must be disclosed on request to a number of persons outside of G&G - including the Class members in this case.

First, under Montgomery County ordinances, all contracts which authorize trespass towing *must* be available for copying by governmental authorities and by any person whose vehicle was towed under the contract. Montgomery County Code §30C-3(e). The text of the ordinance specifically provides:

A property owner must not order the towing of an unauthorized vehicle unless the property owner has entered into a written contract that authorizes a towing service to tow vehicles from the owner's property. This provision does not apply if the towing service is the record owner of the property from which a motor vehicle is towed. *The property owner must keep on file each contract that is in effect, or that was terminated within the previous 12 months. The Office, the Police Department, and the owner of any vehicle towed by the service may inspect and copy any contract during normal business hours.*

Id. (emphasis supplied). This ordinance thus speaks directly to the documents at issue - and its requirement that the contracts must be readily available for copying on demand and as a matter of right by non-G&G persons - including the Class members in this case - means that they cannot be confidential.

Furthermore, the identity of all persons authorizing specific tows must be provided either on a document which *must be attached to the vehicle towed* and thus available for viewing by persons outside of G&G or, otherwise, maintained for inspection by non-G&G persons:

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.

- (2) The authorization to tow may take the form of a tow slip.
- (3) The Office may issue a model tow slip.
- (4) *If 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.*

...

For each vehicle towed without a tow slip, *the property owner or agent must record and retain the name of the owner of the property and, if the tow was authorized by an agent, the name of the agent.* The Police Department, the Office, and the owner of any vehicle towed by the service *may inspect and copy this information at any time during normal business hours.*

Montgomery County Code §§30C-4(c), 30C-5(c) (emphasis added).

G&G's argument is simple, and is in direct conflict with this statutory authority. G&G proposes that all of its customer contracts must be confidential because the contracts identify persons who may contract with G&G, and may authorize G&G to tow vehicles. *See* Memorandum in Support of Motion ("G&G's Memo") at 5. However, under the Montgomery County Code §30C-3(e), these contracts cannot be confidential – they must be made available for copying by the government, and by persons whose vehicles have been towed.

G&G also claims that "the information regarding who is authorized to contract with G&G for towing or to contact G&G for a trespass tow, is not known outside of G&G." *Id.* G&G claims that this information is kept confidential and is "only made available to those G&G employees who need to know this information to do their jobs". *Id.* Again, however, this information cannot be confidential. The identity of who is signing a contract with G&G is necessarily part of the contract, which must be available for copying under Montgomery County Code §30C-3(e). And the identity of the person authorizing a tow must also either be attached to the towed vehicle and available for public view (including by the person whose vehicle was towed), or otherwise available for copying. Montgomery County Code §§30C-4(c), 30C-5(c).

Accordingly, under the express language of Montgomery County's Ordinances, G&G's contracts cannot be confidential. The Motion should be denied.

B. The Information G&G Identifies as Confidential Is Publicly Available.

G&G claims that the information it identifies as confidential must be so because it is a "customer list." However, information which is publicly available cannot be confidential under the Confidentiality Order. See Confidentiality Order at ¶1(h). It also cannot otherwise constitute a "trade secret." See, e.g., *Home Paramount Pest Control Companies, Inc.*, 107 F. Supp. 2d 684 (D.Md. 2000); *Gill Group, Inc. v. Baker*, 2010 WL 3001991 (D.Md. July 29, 2010). The information G&G identifies in its Motion is publicly available - a customer list has already been produced in this case which G&G does not claim is confidential, and the same information can also be obtained through phone directories. It cannot be confidential.

Not only does the Confidentiality Order bar the identification of publicly available information as "confidential," but court decisions dealing with what constitutes a "trade secret" also compel the same conclusion. For example, in *Home Paramount Pest Control Companies, Inc.*, the court rejected the contention that a customer list was confidential where "[t]he names and addresses" of the customers "are obtainable through public sources such as a phone directory and trade associations." 107 F. Supp. 2d at 693. See also *Gill Group, Inc.*, 2010 WL 3001991 at *3 (citing *Home Paramount* for the same proposition identified above, and distinguishing it on that basis from *NaturaLawn of America, Inc. v. West Group, LLC*, 484 F.Supp.2d 392, 399 (D.Md. 2007). G&G's Motion relies on *NaturaLawn*).

Accordingly, the information at issue here cannot be confidential. First, as discussed above, the information is publicly available under the Montgomery County Code.

Second, G&G has already produced a list of customers which it does not suggest is confidential. *See* Exhibit 1, Call Listing.¹ This document identifies G&G's customers, and belies the claim that a G&G customer list is confidential. Moreover, a review of G&G's form contract shows that the information G&G seeks to shield - information about the persons authorized to contract or to authorize tows - is publicly available. In the contract attached as Exhibit 2, which G&G produced without a confidential designation, there is *no identification* of a person authorized to contract with G&G. Moreover, the person identified as "authorized to sign for tows" is designated as the "Manager," identified only as "Debbie," with the publicly available number for the Walgreen's location in question. *See id.*; *see also* Exhibit 3, Internet Yelp! Listing identifying the same phone number.

The information addressed by G&G's Motion is publicly available. It is no "trade secret" and cannot be held confidential.

(continued on following page)

¹ So as not to overburden the Court with paper, Plaintiffs have only attached to this Opposition the first 2 pages of the "Call Listing." The complete Call Listing, as it was produced in discovery by G&G, is several hundred pages and identifies over 500 G&G customers.

IV. Conclusion

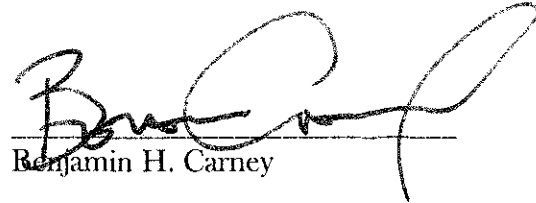
For all the reasons set forth above, G&G's Motion should be denied.

Respectfully submitted,

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By:

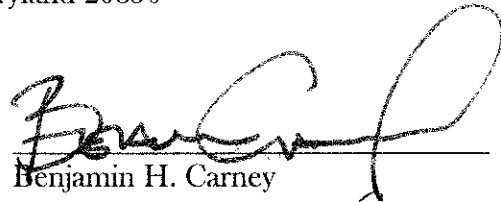

Benjamin H. Carney

CERTIFICATE OF SERVICE

I hereby certify, this 29th day of September 2015, that I served a copy of the foregoing Plaintiffs' Opposition to Defendant's Motion to Decem Defendant's Customer Contracts Confidential by electronic mail and first-class mail, postage pre-paid, on the following:

The Law Offices of Ronald S. Canter, LLC
Ronald S. Canter
200A Monroe Street, Suite 104
Rockville, Maryland 20850

Frederic J. Einhorn
27 West Jefferson Street
Rockville, Maryland 20850


Benjamin H. Carney

G & G Towing

Call Listing

Printed:

14-Aug-2015

Date	Call #	Invoice #	Customer	Location	Destination	Vehicle	Driver
01-Oct-2012	110335	525556	WEDGEWOOD COURT TOWNHOMES HOA	17600 Larchmont Terr	LOT 1	2001 Ford F-150 XLT	Dodson, Andrew
01-Oct-2012	110336	524249	FLOWER BRANCH APARTMENTS	8658 Piney Branch Rd	LOT 1	2003 Chevrolet Tahoe LT	Nyambare, Bernard
01-Oct-2012	110337	525557	WEDGEWOOD COURT TOWNHOMES HOA	17600 LARCHMONT TERR	LOT 1	2002 Honda Civic EX	Dodson, Andrew
01-Oct-2012	110338	525451	FLOWER BRANCH APARTMENTS	8658 PINEY BRANCH RD	LOT 1	2000 Dodge Ram Van 2500 Maxi	Nyambare, Bernard
01-Oct-2012	110339	525078	WHITE OAK TOWERS	11700 OLD COLUMBIA PIKE	LOT 1	2007 Toyota Tacoma Base	Dixon, Keith
01-Oct-2012	110340	525079	WHITE OAK TOWERS	11700 OLD COLUMBIA PIKE	LOT 1	2011 Toyota Camry XLE	Dixon, Keith
01-Oct-2012	110341	525080	WHITE OAK TOWERS	11700 OLD COLUMBIA PIKE	LOT 1	2006 Lexus ES 330 Base	Dixon, Keith
01-Oct-2012	110342	525558	FOUNTAIN HILLS CONDO ASSOCIATION	18701 Sparkling Water Dr	LOT 1	2010 Toyota Corolla S	Dodson, Andrew
01-Oct-2012	110343	525452	GOODACRES	8611 GARLAND AVE	LOT 1	1998 Chevrolet Astro LT	Nyambare, Bernard
01-Oct-2012	110344	525453	PINERIDGE APARTMENTS	500 DOMER AVE	LOT 1	1996 Honda Accord EX	Nyambare, Bernard
01-Oct-2012	110345	525559	BETHESDA PARK, A CONDOMINIUM, INC.	5111 CROSSFIELD CT	LOT 1	1999 Ford Taurus SE	Dodson, Andrew
01-Oct-2012	110346	524692	THE VICTORIA CONDOMINIUM	24 COURTHOUSE SQUARE	LOT 1	2008 Acura Mdx Tech Wagon/Sport Utility	Cargill, Lonnie
01-Oct-2012	110347	525405	GREENCASTLE LAKES COMMUNITY	3645 Van Horn Way	LOT 1	2011 Nissan Altima 2.5	Vitali, Dirceu
01-Oct-2012	110351	525128	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2012 Chevrolet Impala LT Fleet	Bassani, Bob
01-Oct-2012	110353	525407	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	1999 Hyundai Sonata GLS	Vitali, Dirceu
01-Oct-2012	110360	524889	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2009 Toyota Corolla/S/Le/Xle Sedan	Fernando, Shelton
02-Oct-2012	110364	525454	LEESBOROUGH HOA	2103 Little Sorrell Way	LOT 1	1994 Mazda Navajo LX	Nyambare, Bernard
02-Oct-2012	110365	525507	MARION WOODS HOA	17907 Coltonwood Terr	LOT 1	2006 Chevrolet TrailBlazer LT	Cleaves, Brian
02-Oct-2012	110367	525562	NORTH CREEK VILLAS CONDO ASSOCIATION	14412 Parkvale Rd	LOT 1	2007 Nissan Altima 3.5 SE/3.5 SL	Dodson, Andrew
02-Oct-2012	110368	525083	BETHESDA PARK, A CONDOMINIUM, INC.	12303 BRAXFIELD CT	LOT 1	1997 Honda Accord LX	Dixon, Keith
02-Oct-2012	110369	525509	MARION WOODS HOA	57 COTTONWOOD CT	LOT 1	2011 Ford Econoline Cargo E-250	Cleaves, Brian
02-Oct-2012	110370	525084	BETHESDA PARK, A CONDOMINIUM, INC.	12307 Braxfield Ct	LOT 1	2009 Honda Civic Lx-S Sedan	Dixon, Keith
02-Oct-2012	110371	525510	1200 EAST WEST HIGHWAY	1200 EAST WEST HIGHWAY	LOT 1	2001 Toyota Camry XLE	Cleaves, Brian
02-Oct-2012	110372	525132	UNITED BANK 7845	7535 OLD GEORGETOWN RD	LOT 1	1993 Chevrolet Cavalier VL	Bassani, Bob
02-Oct-2012	110375	525511	BLAIR HOUSE APARTMENT	8201 16th St	LOT 1	2008 Honda Ridgeline Rtl Pickup	Cleaves, Brian
02-Oct-2012	110381	525409	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2001 Chevrolet Express Cargo G2500	Vitali, Dirceu
02-Oct-2012	110383	525136	OLDE TOWN PARKING	17 WEST JEFFERSON STREET	LOT 1	1998 Mercedes-Benz C-Class C230	Bassani, Bob
02-Oct-2012	110385	525410	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2006 Mercedes-Benz R-Class R350	Vitali, Dirceu
02-Oct-2012	110388	525317	GREYHOUND LINES	8100 FENTON ST	LOT 1	2001 Toyota Avalon XLS	Silva, Everaldo
02-Oct-2012	110393	524694	OAK RIDGE APARTMENTS	1022 QUEBEC TERR	LOT 1	1998 Toyota Sienna LE	Cargill, Lonnie
02-Oct-2012	110394	524695	PRIVATE PROPERTY IMPOUND	13144 KARA LANE	LOT 1	1996 Dodge Intrepid Base	Cargill, Lonnie
03-Oct-2012	110397	525514	MONTGOMERY MEADOWS	1016 Southern Night Lane	LOT 1	2003 Hyundai Sonata LX	Cleaves, Brian
03-Oct-2012	110398	524696	GLENMONT FOREST APARTMENT	2380 GLENMONT CIRCLE	LOT 1	1993 Toyota Camry LE	Cargill, Lonnie
03-Oct-2012	110400	525515	COLUMBIA TOWERS CONDOMINIUM	12001 OLD COLUMBIA PIKE	LOT 1	2012 Toyota Prius Plug-in Hybrid Advanced	Cleaves, Brian
03-Oct-2012	110401	525517,19525517	MEADOWS AT NORTHLAKE HOA INC.	12503 LAUREL GROVE PLACE	LOT 1	1997 Nissan Pathfinder XE	Cleaves, Brian
03-Oct-2012	110402	525137	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	1998 Suzuki Esteem GLX SE	Bassani, Bob
03-Oct-2012	110403	525518	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2009 Honda Accord Ex-L Coupe	Cleaves, Brian
03-Oct-2012	110405	525412	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2005 Honda CR-V EX	Vitali, Dirceu
03-Oct-2012	110406	525138	OLDE TOWN PARKING	17 WEST JEFFERSON STREET	LOT 1	1997 Honda Accord Ex	Bassani, Bob
03-Oct-2012	110409	525359	THE COMPUTER BUILDING	11141 GEORGIA AVE	LOT 1	2009 Nissan Sentra 2.0/2.0S/2.0SI Sedan	Hernandez, Iven



03-Oct-2012 110410	525519	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2003 Honda Accord EX	Cleaves, Brian
03-Oct-2012 110411	525413	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2010 Nissan Maxima 3.5 S	Vitali, Dirceu
03-Oct-2012 110412	525140,19525140	HALPINE VIEW APARTMENTS	5670 DOWGATE CT	LOT 1	2002 Chevrolet Blazer Xtreme	Bassani, Bob
03-Oct-2012 110417	525320	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2001 BMW 5 Series 530i	Silva, Everaldo
03-Oct-2012 110422	524698	LEESBOROUGH HOA	2210 Leesborough Drive	LOT 1	2004 Mercury Grand Marquis LS Premium	Cargill, Lonnie
03-Oct-2012 110424	524891	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2011 Think City	Ferrando, Shelton
04-Oct-2012 110425	525520	MEADOWS AT NORTHLAKE HOA INC.	15 Willow Spring Ct	LOT 1	2010 Ford Escape XLS	Cleaves, Brian
04-Oct-2012 110426	525563	BETHESDA PARK, A CONDOMINIUM, INC.	5107 CROSSFIELD CT	LOT 1	1997 Nissan Pathfinder XE	Dodson, Andrew
04-Oct-2012 110427	525521	OLDE SENECA WOODS HOA	19619 WHITE SADDLE LANE	LOT 1	2006 Forest River Trailers	Cleaves, Brian
04-Oct-2012 110428	525564	BETHESDA PARK, A CONDOMINIUM, INC.	5101 CROSSFIELD CT	LOT 1	2006 Toyota Tundra Base/S	Dodson, Andrew
04-Oct-2012 110429	525522	PATNER PROPERTIES	636 HOUSTON AVE	LOT 1	1990 Toyota Camry Deluxe	Cleaves, Brian
04-Oct-2012 110430	525141	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2008 Volkswagen New Beetle S Hatchback	Bassani, Bob
04-Oct-2012 110431	525361	GIANT FOOD #327	7142 ARLINGTON RD	LOT 1	2004 Honda Civic LX	Hernandez, Ivan
04-Oct-2012 110432	525523	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2009 Chevrolet Malibu Hybrid Sedan	Cleaves, Brian
04-Oct-2012 110436	525363	HERITAGE PARK COOP	233 NORTH VAN BUREN ST	LOT 1	1977 Mercedes-Benz 450SL	Hernandez, Ivan
04-Oct-2012 110437	525143	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2010 Toyota Prius IV	Bassani, Bob
04-Oct-2012 110443	525415	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	1996 Nissan Altima XE	Vitali, Dirceu
04-Oct-2012 110445	525321	COMFORT INN	7990 GEORGIA AVE	LOT 1	2006 Chevrolet Impala LT	Silva, Everaldo
04-Oct-2012 110440	525565,19525565	HOMELAND VILLAGE COMMUNITY	3516 Homeland Terrace	LOT 1	2002 Hyundai Elantra GLS	Dodson, Andrew
04-Oct-2012 110452	525566,19525566	HYDE PARK CONDO ASSOCIATION I & II. A	429 CHRISTOPHER AVE	LOT 1	2001 Volkswagen Golf GL	Dodson, Andrew
05-Oct-2012 110453	525087	BETHESDA PARK, A CONDOMINIUM, INC.	12411 Braxfield Ct	LOT 1	2004 Honda Accord EX w/Leather	Dixon, Keith
05-Oct-2012 110455	525568	AUDUBON SQUARE HOA	1 PORTSIDE COURT	LOT 1	2004 BMW 3 Series 330i	Dodson, Andrew
05-Oct-2012 110456	525456	KINSMAN FARM HOA	24 KINSMAN VIEW CIRCLE	LOT 1	1998 Toyota Camry XLE	Nyambara, Bernard
05-Oct-2012 110458	525088	GLENMONT FOREST APARTMENT	2334 GLENMONT CIRCLE	LOT 1	2012 Toyota Corolla LE	Dixon, Keith
05-Oct-2012 110460	525367	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2008 Ford Focus Coupe	Hernandez, Ivan
05-Oct-2012 110461	525418	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	1999 Mazda 626 LX V6	Vitali, Dirceu
05-Oct-2012 110462	525145	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2004 Toyota Corolla Base/S	Bassani, Bob
05-Oct-2012 110465	525419	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2007 Chevrolet Uplander LS	Vitali, Dirceu
05-Oct-2012 110467	525369	BLAIR PLAZA SHOPPING CENTER	1300 EAST WEST HIGHWAY	LOT 1	2001 Chevrolet Lumina Base	Hernandez, Ivan
05-Oct-2012 110469	525420	1200 EAST WEST HIGHWAY	1200 EAST WEST HIGHWAY	LOT 1	2009 Honda Accord Ex Coupe	Vitali, Dirceu
05-Oct-2012 110470	525370	WOOTTON HIGH SCHOOL	2100 WOOTTON PARKWAY	LOT 1	2001 Mercedes-Benz E-Class E320	Hernandez, Ivan
05-Oct-2012 110471	525421	KATZ & COMPANY	4923 BETHESDA AVE	LOT 1	2007 Honda Odyssey EX-L	Vitali, Dirceu
05-Oct-2012 110477	525372	CONNOR BUILDING	7720 WISCONSIN AVENUE	LOT 1	2002 Chevrolet Avalanche 1500	Hernandez, Ivan
05-Oct-2012 110483	525569	MANCHESTER FARM COMMUNITY ASSOCIATION	13932 Highstream Pl	LOT 1	2006 Ford Econoline Cargo E-350 SD	Dodson, Andrew
05-Oct-2012 110484	525602	ACORN LAUNDRYMAT	12407 GEORGIA AVE	LOT 1	2006 Ford F-250 Super Duty XLT	Cargill, Lonnie
05-Oct-2012 110485	525090	ACORN LAUNDRYMAT	12407 GEORGIA AVE	LOT 1	2002 Ford F-150 XLT	Dixon, Keith
05-Oct-2012 110486	525570	REDMILL SHOPPING CENTER	7200 MUNCASTER MILL RD	LOT 1	2006 Ford Econoline Cargo E-150	Dodson, Andrew



TOWING AGREEMENT

This agreement made this 29 day of SEPT., 2014
by and between
G & G Towing
421 Dover Rd
Rockville, Md. 20850

Hereinafter referred to as "TOWING COMPANY" and

Walgreens 15117

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.
7. The TOWING COMPANY will assess reasonable charges to the owner of any vehicle towed following the Montgomery County Regulations.
8. Junk vehicles will be removed at no charge to the PROPERTY OWNER depending on size.

421 Dover Road
Rockville, Md. 20850

G&G 000001



9.

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-honc) at PROPERTY OWNER'S request.

11. The agreement is good for two (2) years and will automatically be renewed unless otherwise notified.

12. This agreement may be cancelled by either party by a 30 day cancellation notice.

NAME ADDRESS OF PROPERTY OWNER:

Walgreen 430 - Hungerford

LIST ALL PROPERTIES COVERED BY THIS AGREEMENT AND THEIR ADDRESS

PERSONS AUTHORIZED TO SIGN FOR TOWS

Debbie Manager 240 314 0343

STEVE KERASIOOTES

STEVE KERASIOOTES
ACCOUNT MANAGER
G & G TOWING
PHONE # (301) 762-6023
FAX # (301) 762-2788
EMAIL : Bsher8@aol.com

PROPERTY OWNER

WALGREENS #15117
PROPERTY MANAGER
PHONE #240-314-0343
FAX #
EMAIL 15117@STORE.WALGREEN.COM

421 Dover Road
Rockville, Md, 20850



WALGREENS #15117

NAME OF PROPERTY

BELOW ARE VIOLATIONS THAT WE TOW FOR.

PLEASE INITIAL THE FOLLOWING VIOLATIONS THAT WE SHOULD PATROL FOR.

PERMIT PARKING	FIRE LANES	DOUBLE PARKED	BLOCKING DUMPSTER	HANDICAP SPACES	SIDE WALKS	NO PARKING ZONES	ALONG YELLOW CURBS
WALK ODDS ✓	NO TAGS	EXPIRED TAGS	COMMERCIAL VEHICLES	OVERNIGHT PARKING	ON GRASS	FLAT TIRES	INOPERABLE VEHICLES

PLEASE PROVIDE ANY DOCUMENTS CONCERNING THE PROPERTY PARKING REGULATIONS

421 Dover Road
Rockville, Md. 20850

G&G 000003

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Walgreens

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430 Hungerford Dr
Rockville, MD 20850
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(240) 314-0343



Ad Urban Mattress
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Evelyn N.
Rockville, MD
25 friends
15 reviews

★★★★★ 9/14/2015
Had our passport photos taken here along with getting prints. Pictures were great and service was great. Warning - this is a busy store so don't wait until the last minute. Brandon was very nice and professional to us and other customers with photo needs. I have since been back for other photo needs as well as things needed from the drugstore.

Kelley D.
Rockville, MD
15 friends
75 reviews

★★★★★ 6/27/2015
I hate to poo-poo this store when it's new with good customer service but my car was towed from the parking lot because I had went across the street first to drop something off at the UPS store. The signs warning against walk offs were not visible from the parking space and I was gone no more than 10 minutes. There was a sign posted at the entrance and I know I shouldn't feel entitled but the \$100 towing fee seems too severe a penalty when there is ample parking in the lot. Sadly, would no longer patronize due to the strict parking enforcement.

Shirley D.
Rockville, MD
68 friends
55 reviews

★★★★★ 7/25/2014
Very clean and organized. Also, the staff here are very helpful and nice!

Hours

More business info

Accepts Credit Cards **Yes**
Parking **Garage**
Bike Parking **No**

Irene F.
First to review

Browse nearby

Restaurants, Nightlife, Shopping, Show all

Work here? Claim this business

- Respond to reviews and privately message customers
- Claiming is free, and only takes a minute

People viewed this after searching for...

Passport Photos Rockville

One evening, I was looking for an OTC allergy medicine and the pharmacist actually walked me over to the section to help me find it.

Also, look out for the weekly ads and their monthly coupon books!



Carmen S.
Germantown, MD
3 friends
63 reviews

★★★★★ 12/17/2014

After a horrible web buying experience the manager of this branch took the time to call and check my order. Never seen this kind of service from other stores. Truly appreciated the personal touch.

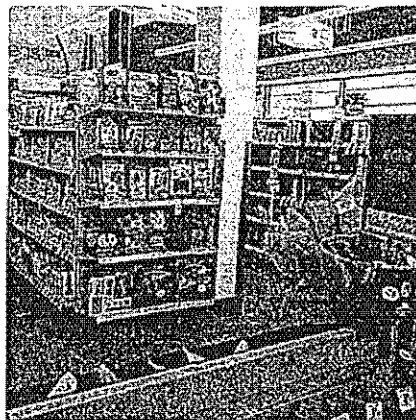


Irene F.
Tampa, FL
426 friends
414 reviews
Elite '15

★★★★★ 9/29/2013

First to Review

This might be the nicest Walgreens I have ever been in. It's definitely catering to this areas demographic. There's fresh food and it looks pretty good! I forgot to check if the prices were reasonable. The staff wasn't terribly enthusiastic but I let that slide. They have a huge variety of things- I even bought a hands free ear piece so I don't get a ticket for talking on my phone come Oct 1 (stupid Nanny State)...they had everything from hello kitty duct tape to baah! It's 500% nicer inside than the other Walgreens in Potomac, and 200% nicer than the CVS next door. Good and easy parking too. You don't have to deal with the crappy RTC meters. I'm a fan!!



See all photos from Irene F. for Walgreens



Margaret M.
Rockville, MD
0 friends
13 reviews

★★★★★ 8/22/2014

Please don't patronize this Walgreens. I live in Rockville Town Center and this used to be my go-to place, but today they refused to honor a raincheck for a 2 for 1 sale item I bought from them two weeks ago. At that time, I bought the one, and they had no others in the store so they gave me a raincheck to come back for the free one. Showed up today and, although they had more of the item, and I had the raincheck receipt with me - made out with the date and itemized for that specific product - they would not honor it because they said I also needed the original purchase

Walgreens

Bookmark

Photos

People also viewed



MotoPhoto
★★★★★ 8 reviews



Ritz Camera and Image
★★★★★ 16 reviews

They had patience to try and fix something to the benefit of the client and it worked and I am forever grateful they saved me that money.



Embassy Camera
★★★★★ 26 reviews

They also take a lot of care in preparing your passport photos.

receipt. They treated me as if I had to prove I had made the original purchase (the itemized raincheck should have proven that, and on the day they said it was all I would need). It's really a shame because the item wasn't that expensive, but after this experience they've lost a loyal customer forever. Unfortunately they practice bait and switch advertising and do not make good on their own mistakes, but blame it on the customer.



S65.
Vienna, VA
18 friends
83 reviews

★★★★★ 6/30/2015

clean - friendly staff - well stocked - cant ask for more



Meghan E.
Rockville, MD
4 friends
11 reviews

★★★★★ 6/12/2014

This is the nicest Walgreens I've ever been too. It's clean, everything is organized, they have a great selection and I've found things I'd never expect to find in a pharmacy. The pharmacy is quick and the employees are always SO friendly! I almost stopped going to Walgreens because I wasn't happy with the service at the Frederick store. I'm so glad I gave the Rockville store a chance when I moved! Another awesome thing about this Walgreens is two times I've been here they've given out free stuff. Once they had a big grocery bag with frisbees, cards, and a foam pill (I think it was a stress ball but my puppy found it and it became her favorite chew toy). The other time they had a plastic bucket with another foam pill and frisbees. Our puppy went crazy over the bucket and frisbees too, that's so cool that they give out things like that. They actually make me feel like my business is wanted here. They also always have my difficult to find prescriptions stocked in the pharmacy! On my last visit as I was walking in, two teenagers were walking out yelling something like "Too bad for them! They just lost our business!" I feel really bad for whoever had to deal with their attitudes. I know not everyone is going to be happy, but I've had nothing but great experiences here and couldn't complain about a thing. Keep it up Walgreens! :)

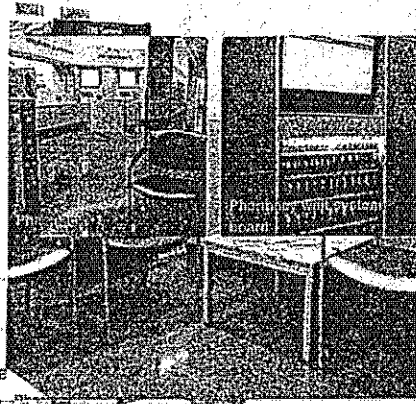


Jamie M.
Montgomery Village, MD
4 friends
29 reviews

★★★★★ 10/9/2013

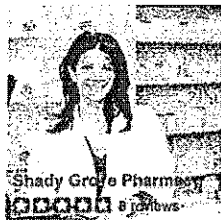
33 check-ins

My doctor was supposed to fax over refills for my medications, but when I arrived at the Walgreen's pharmacy, the refill order did not arrive as expected. The darling pharmacist called my doctor's office and took the refills over the phone so I did not have to do without my medications. I have never had a pharmacist go the extra mile like that before, and it is my first visit!



Page 1 of 1

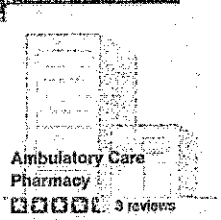
Best of Yelp Rockville - Drugstore



Shady Grove Pharmacy
★★★★★ 8 reviews



Rockwell Pharmacy
★★★★★ 12 reviews



Ambulatory Care Pharmacy
★★★★★ 3 reviews

See More Drugstores in Rockville

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

Plaintiff,

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
* * * * *

ORDER

UPON CONSIDERATION OF Defendant G&C Gulf Inc.'s Motion to Deem Customer Contracts Confidential (Dkt. no. 84), and Plaintiffs' Opposition thereto, it is this ____ day of _____, 2015, ORDERED that Defendant's Motion is hereby DENIED.

Hon. Ronald B. Rubin