

QUAN-EN YANG

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

Plaintiffs,

v.

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

Defendants.

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

EXHIBIT 3

ENTERED

JAN 16 2018

Clerk of the Circuit Court
Montgomery County, Md.

* * * * *

**FINAL JUDGMENT APPROVING SETTLEMENT AND
CERTIFYING SETTLEMENT CLASSES**

UPON REVIEW AND CONSIDERATION OF the Settlement Agreement dated October 9, 2016 (the “Settlement Agreement”), by and between the Plaintiffs Quan-En Yang, Mary Lois Pelz and Darcy Pelz-Butler, acting on behalf of the Plaintiff Class defined below (collectively “Plaintiffs”), and Defendant Bruce Patner t/a Patner Properties (“Patner”), acting on behalf of the Defendant Settlement Class defined below (collectively “Defendants”), the memoranda and arguments of counsel, and upon consideration of the objections to the Settlement Agreement and arguments of the objectors,

IT IS HEREBY ORDERED and ADJUDGED as follows:

1. Pursuant to MD. RULE 2-231, the Court approves the Agreement, and finds that the Settlement Agreement is, in all respects, fair, reasonable, and adequate and in the best interest of both the Plaintiff Settlement Class and Defendant Settlement Class members in light of the factual, legal, practical and procedural considerations raised by this case. The Settlement Agreement is

the product of good faith arms-length negotiations by the Parties, each of whom was represented by experienced counsel. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement 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 Settlement Agreement, the text of the Settlement Agreement shall prevail.

2. As addressed further below, in accordance with the Settlement Agreement, pursuant to MD. RULE 2-231(a) and 2-231(b)(3) of the Maryland Rules of Civil Procedure, the Court hereby certifies the following Plaintiff Settlement Class:

(1) All those individuals who were in the Plaintiff Class certified by the Court on May 3, 2016 (excepting those members of the Plaintiff Class whose cars were towed before April 26, 2013); plus (2) all those all persons whose vehicles, between January 8, 2016 and June 23, 2017, were non-consensually towed by G&G Towing from one of the Parking Lots owned or managed by the members of the Defendant Class certified by the Circuit Court on November 14, 2016 ("Plaintiff Settlement Class Members").

3. As addressed further below, in accordance with the Settlement Agreement, and pursuant to Rules 2-231(a) and 2-231(b)(3) of the Maryland Rules of Civil Procedure, the Court also hereby certifies the following Defendant Settlement Class:

The approximately 510 Parking Lot owners, managers and agents who are part of the Defendant Class certified by the Circuit Court on November 14, 2016, who entered into a written contract with G&G Towing for the provision of trespass towing services which resulted in one or more vehicles being towed from the Parking Lot between April 26, 2013 and June 23, 2017 ("Defendant Settlement Class Members").

4. The Court FINDS that the notice previously directed to persons who meet the Plaintiff Settlement Class definition, whose vehicles were involved in 21,138 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 entered October

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11, 2017 (Dkt. No. 269) and was the best notice practicable under the circumstances and satisfies the requirements of due process and MD. RULE 2-231.

5. The Court FINDS that 17,506 of those 21,138 tows are associated with 16,329 unique Plaintiffs who meet the Plaintiff Settlement Class Definition and are included in the Settlement currently before the Court.

6. The Court FINDS that no persons meeting the Plaintiff Settlement Class definition above have opted-out of the Plaintiff Settlement Class or objected to the Settlement Agreement.

7. In addition, the Court FINDS that the notice previously directed to persons who meet the Defendant Settlement Class definition – 510 Defendant Settlement Class members who were identified by SCS using G&G Towing’s database – was in compliance with the Preliminary Approval Order entered October 11, 2017 (Dkt. No. 269) and was the best notice practicable under the circumstances and satisfies the requirements of due process and MD. RULE 2-231. In addition to the mailing of a Long Form Notice to each Defendant Settlement Class member, the Court also notes that Defendant Class Counsel took additional steps to assure that the due process rights of the Defendant Settlement Class Members were protected, by: (a) attempting to individually contact each Defendant Settlement Class member, or their authorized representative or counsel, to assure that the Class member had received the notice and to answer any questions relating to the settlement and lawsuit; and (b) publishing the website *www.TowingDefenseClassAction.com* which included information regarding the settlement and lawsuit, a copy of the entire docket in the case, downloadable versions of substantially all papers filed in the lawsuit and instructions on how to opt out from or object to the settlement.

8. The Court FINDS that all of the Defendant Settlement Class members defined above who did not timely opt out of the Defendant Settlement Class fall within the Defendant

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Settlement Class definition approved above, except as provided below.

9. The Court FINDS that 29 Defendant Settlement Class members (representing 1,453 tows) elected to exclude themselves from the settlement. Accordingly, the following entities are not members of the Defendant Settlement Class in connection with this Settlement and, therefore, shall remain members of the Defendant Litigation Class as defined in ¶19(e) of the Settlement Agreement (and as certified by this Court on November 14, 2017, Dkt. No. 219):

Kim Hye Inc. d/b/a Reliable Cleaners
Maryland Farms Shopping Center c/o Site Management, Inc.
Burtonsville Center c/o Site Management, Inc.
Aspen Landscape Contractors, Inc.
Bethesda Service Center, Inc. d/b/a Bethesda Sunoco
125 Lee Avenue Apartments c/o Unisource Services, LLC
551 Southlawn Lane LLC
Beltway Shell c/o Potomac Energy Holdings LLC
Gill Ent. Inc., t/a Aspen Shell c/o Potomac Energy Holdings LLC
Shell - White Oak c/o Potomac Energy Holdings LLC
Westlake Park Condominium B, Inc. d/b/a Westlake Towers
Westmore Auto Park I c/o Westmore Commercial Condominium
Association, Inc.
John Spanos d/b/a New Hampshire Center
Palmer Brothers Painting Contractors, Inc.
Hoss & Dog, LLC t/a The 4 Corners Pub
The Milestone Homeowners Association, Inc.
Walgreens Store #15117 c/o Walgreen Co.
Kenwood House, Inc.
Post Fallsgrrove Apartments c/o Post Properties, Inc.
Second Story Books, Inc.
E.J. Grant Antiques, Limited
Vetcor Of Wheaton LLC d/b/a Kindness Animal Hospital
Florence Crittenton Home of Washington D.C.
Longmead Crossing Condominium c/o Summit Management
Services Inc.
Lakefront Company, Inc. f/d/b/a McShea Management, Inc.
Liberty Gas Station c/o Liberty Petroleum, LLC
Snowdens Mill Townhouse Association #1, Inc.
Southlawn Restaurant, Inc.
John R. Garza d/b/a Olde Town Parking

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Montgomery County, Md.

10. The Court FINDS that eleven (11) Defendant Settlement Class members (representing 1,859 tows) elected to Intervene in the underlying class action, thus excluding

themselves from the settlement. Accordingly, the following entities are not members of the Defendant Settlement Class in connection with this Settlement but shall remain members of the Defendant Litigation Class as defined in ¶19(e) of the Settlement Agreement (and as certified by this Court on November 14, 2017, Dkt. No. 219):

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WedgeWood LLLP
The Stonebridge Homeowners Association, Inc.
North Creek Condominium, Inc.
Parkside Plaza Condominium Unit Owners' Association
Grosvenor Park Maintenance Trust
Kohl's Department Stores, Inc.
Goodacre Apartments
Flower Branch Apartments
Pine Ridge Apartments
Wayne Manchester Towers
White Oak Towers

11. Court FINDS that a small number of absent Defendant Settlement Class Members did not receive notice of the proposed Class Action Settlement despite the best efforts of the Escrow Administrator. Accordingly, upon the agreement of the Parties, the absent Class Members, identified in **Exhibit A** attached hereto, are excluded from the Defendant Settlement Class but shall remain as members of the Defendant Litigation Class certified by the Court on November 14, 2016 (Dkt. No. 219).

12. Court FINDS that the following four (4) entities that received notice of the settlement, by agreement of the Parties, were determined not to be members of the Defendant Settlement Class:

COPT Property Management Services, LLC
Health Insurance Specialists, Inc.
Americana Grocery of MD., Inc.
Washington Gas Light Company

13. The Court has also considered the objections and oppositions to the settlement filed by Defendant Settlement Class Members. After providing each of the Defendant Settlement Class

Members an opportunity to be heard regarding their objection and/or opposition to the settlement during the hearing on January 4, 2018, and after considering the responses of the Parties thereto, and for the reasons stated in the Court's Memorandum and Opinion dated January 10, 2018, the Court hereby OVERRULES each of the objections and oppositions. The Court further FINDS that each of the Defendant Settlement Class Members that objected to the settlement and have not otherwise excluded themselves from the Defendant Settlement Class shall remain in the Defendant Settlement Class and shall be subject to all of the terms and conditions of the Settlement Agreement as approved by the Court.

14. The Court appoints Quan-en Yang, Mary Lois Pelz ("Pelz") and Darcy Pelz-Butler ("Pelz-Butler") as the Representative Plaintiffs of the Plaintiff Settlement Class and finds that they meet the requirements of MARYLAND RULE 2-231(a)(4).

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

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Richard S. Gordon
Benjamin H. Carney
Ashley A. Wetzel
GORDON, WOLF & CARNEY, CHTD.
100 West Pennsylvania Avenue, Suite 100
Baltimore, Maryland 21204

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

16. The Court appoints Bruce Patner t/a Patner Properties as the Representative Defendant of the Defendant Settlement Class and finds that he meets the requirements of MARYLAND RULE 2-231(a)(4).

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

James P. Ulwick

Jean E. Lewis
KRAMON & GRAHAM, PA
One South Street, Suite 2600
Baltimore, Maryland 21202

James P. Ulwick is hereby appointed as Lead Counsel for the Defendant Settlement Class.

18. The Court further finds that all the requirements for class certification of the Plaintiff Settlement Class and Defendant Settlement Class are met in this case:

a. The Prerequisites of MARYLAND RULE 2-231:

For both the Plaintiff Settlement Class and Defendant Settlement Class, 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 representatives will fairly and adequately protect the interests of the class.

MARYLAND RULE 2-231(a)(1) (numerosity): This Court finds that approximately:

(a) 17,506 tows associated with 16,329 individuals meet the Plaintiff Settlement Class Member definition; and (b) 424 companies and individuals meet the Defendant Settlement Class Member definition. Therefore, the respective classes are 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 for each of the settlement Classes.

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

Based upon the Settlement Agreement and memoranda of the Parties, the Court finds that there are numerous common questions of law or fact in this case with respect to each of the settlement Classes including, but not limited to whether the

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Montgomery County, Md.

members of the Defendant Settlement Class are jointly and severally liable for co-Defendant G&C Gulf, Inc. f/d/b/a G&G Towing's ("G&G Towing") violations of (a) 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) Montgomery County's Tow Ordinances (Montgomery County Code, § 30C-1, *et seq.* (the "MC Tow Law"); and (c) the common law. As such, the Court finds the requirements of Md. Rule 2-231(a)(2) are satisfied for each of the settlement Classes.

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 Representative Plaintiffs' claims are typical of and similar to the claims of every other member of the Plaintiff Settlement Class. The Representative Defendant's defenses to liability also are typical of and similar to the defenses of every other member of the Defendant Settlement Class. Thus, the Court finds that the requirement of typicality under Md. Rule 2-231(a)(3) is satisfied for each of the settlement Classes.

MARYLAND RULE 2-231(a)(4) (adequate representation): Based upon the similar nature of Plaintiffs' claims, the Court finds that the claims of the Representative Plaintiffs are not conflicting or inconsistent with the claims of Plaintiff Settlement Class members. In addition, based upon the similar nature of Defendants' defenses, the Court finds that the defenses of the Representative Defendant are not conflicting or inconsistent with the defenses of Defendant Settlement Class members. Moreover, the Court finds that each of the settlement

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Montgomery County, Md.

Classes are represented by able counsel with extensive experience in class action litigation, who have adequately represented the interests of their respective Classes 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 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)(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 members of the Plaintiff Settlement Class, and over-riding legal defenses held by all members of the Defendant Settlement Class. 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 for both the Plaintiff Settlement Class and Defendant Settlement Class.

19. After due consideration of the state of proceedings and the posture of the case at the time the Settlement 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

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of additional litigation; the lack of opposition to the Settlement Agreement by the Plaintiff Settlement Class; the overall positive response of the Defendant Settlement Class; all written submissions; affidavits and arguments of counsel; and after notice and a hearing, this Court finds that the Settlement Agreement is fair, adequate, and reasonable with respect to both the Plaintiff Settlement Class and the Defendant Settlement Class. Accordingly, the Settlement Agreement should be and is approved. Each member of the Plaintiff Settlement Class and the Defendant Settlement Class shall be bound by the Settlement Agreement. The Settlement Agreement is hereby incorporated by reference and becomes part of the final judgment in this action.

20. Attached to this Order as **Exhibit B**, is a list of the 424 entities and individuals who are included in the Defendant Settlement Class, and thus bound by the Settlement Agreement.

21. The Parties and SCS are hereby ORDERED promptly to carry out their respective obligations under the Settlement Agreement. Defendant Settlement Class members shall make all deposits required by Paragraphs 22-24 of the Settlement Agreement into the Common Fund Escrow Account (as defined in Paragraph 19(i) of the Settlement Agreement). Any monies still due and owing by any Defendant Settlement Class Member 31 days after the date of this Order shall thereafter accrue interest at a rate of ten (10%) percent per annum as calculated by the Escrow Administrator. Following the Effective Date of the Settlement Agreement (as defined in Paragraph 19(j) of the Settlement Agreement), as permitted by Paragraphs 22-24 of the Settlement Agreement, any monies still due and owing to them by any Defendant Settlement Class Member under Paragraphs 22-25 of the Settlement Agreement, upon the request of either the Plaintiff Settlement Class or Defendant Class Representative, shall be reduced to a judgment in favor of the party owed the outstanding funds, and shall carry post-judgment interest at the legal rate plus reasonable attorney's fees (at a rate not to exceed \$400 per hour) and expenses for collection.

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22. Following: (a) the Execution Date of the Settlement Agreement; and (b) payment of all monies due and owing under Paragraphs 22-24, the Defendant Settlement Class Member shall be deemed to receive a release from the Plaintiff Settlement Class of all claims that were or could have been brought with respect to the tows within the Class Period.

23. In accordance with the Settlement Agreement, within ten (10) calendar days following the Effective Date, as defined in the Settlement Agreement, and every thirty (30) days thereafter (to the extent that additional funds are paid into the Common Fund), SCS shall pay, or take all reasonable steps to transfer, assign or release the following funds, out of the Common Fund Escrow Account, to the Escrow Account of Gordon, Wolf & Carney, Chtd.:

- i. Attorneys' fees equal to one-third (33 1/3%) of the funds added to the Common Fund as a result of this Settlement Agreement, plus litigation expenses in the amount of \$16,770.03; and
- ii. A \$5,000 aggregate payment to Named Plaintiffs Pelz and Pelz-Butler as an incentive payment to reward them for their participation in this action.

24. The Court hereby APPROVES Defendant Class Representative's requests for an award of: (a) Defendant Class Representative's Attorneys' Fees in the amount of \$409,120; (b) Defendant Class Representative's expenses in the amount of \$18,889.87; and (c) Defendant Class Representative's Fee in the amount of \$54,000 (which is intended to reflect the time, effort, expense, involvement and commitment of the Defendant Class Representative in the defense of the Defendant Settlement Class). These fees shall be assessed to each Defendant Settlement Class Member, and paid to the Representative Defendant, in accordance with the formula and protocols set forth in Paragraphs 24 and 25 of the Settlement Agreement.

25. No later than five (5) business days of the date of this Order, the parties shall mail a statement to each of the 424 members of the Defendant Settlement Class, setting forth the Defendant Settlement Class Member's financial obligations under the Settlement Agreement (*i.e.*,

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the aggregate amount owed by the Defendant Settlement Class Member to the Common Fund if paid within thirty (30) days of the date of this Order).

26. The Court ORDERS Plaintiffs' Class Counsel, within thirty (30) days of the Effective Date, to provide the Court with a plan for distribution of the Common Fund Escrow Account to the members of the Plaintiff Class.

27. The Court hereby APPROVES the protocol for distributing the *cy pres* funds provided for in ¶ 35 of the Settlement 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 set forth in accordance with the Court's Judgment entered on May 5, 2016 (Dkt. No. 144), except that Civil Justice, Inc. and the Maryland Consumer Rights Coalition in Paragraph 15 of the Court's Judgment entered on May 5, 2016 shall be substituted with CASA of Maryland (increased to \$7,500⁰⁰) and the Montgomery County Bar Foundation (increased to \$7,500⁰⁰).

28. Given the complex nature of this lawsuit and its posture as both a Plaintiff and a Defendant class action, following the date of this Order, the Court hereby permits Plaintiffs' Class Counsel, with the agreement of Defendants' Settlement Class Counsel, to communicate directly with any absent member(s) that filed an objection to the settlement or that intervened in the underlying litigation, consistent with the Rules of Professional Responsibility.

29. 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.

ENTERED

JAN 16 2018

Clerk of the Circuit Court
Montgomery County, Md.

BY ORDER OF THE COURT

Dated: January ___, 2018

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

Account to the members of the Plaintiff Class.

27. The Court hereby APPROVES the protocol for distributing the *cy pres* funds provided for in ¶ 35 of the Settlement 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 set forth in accordance with the Court's Judgment entered on May 5, 2016 (Dkt. No. 144), except that Civil Justice, Inc. and the Maryland Consumer Rights Coalition in Paragraph 15 of the Court's Judgment entered on May 5, 2016 shall be substituted with CASA of Maryland (increased to \$7,500⁰⁰) and the Montgomery County Bar Foundation (increased to \$7,500⁰⁰).

28. Given the complex nature of this lawsuit and its posture as both a Plaintiff and a Defendant class action, following the date of this Order, the Court hereby permits Plaintiffs' Class Counsel, with the agreement of Defendants' Settlement Class Counsel, to communicate directly with any absent member(s) that filed an objection to the settlement or that intervened in the underlying litigation, consistent with the Rules of Professional Responsibility.

29. 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.

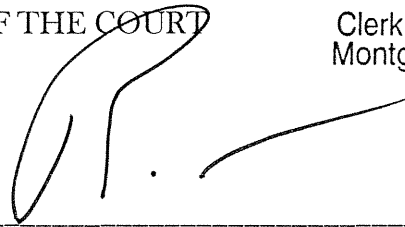
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JAN 16 2018

BY ORDER OF THE COURT

Clerk of the Circuit Court
Montgomery County, Md.

Dated: January 11, 2018



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

EXHIBIT A

Defendant Class Members That Will Remain in the Litigation Class

1. 1375 Piccard Dr Monarch Building
2. Acorn Laundromat
3. Amber Ridge Homeowners Association, Inc.
4. American Pollo, LLC
5. Briggs Chaney Center c/o G&G Briggs Chaney Associates, LLP
6. Bristol Square Condominium
7. Colesville Professional Center
8. CTL Video Center
9. Devonshire Homeowners Association, Inc.
10. Dina Diamantides
11. FHT Auto Transport, Inc.
12. Glen Manor Condominium
13. Grosvenor Square Homeowners Association, Inc.
14. Gude Drive Exxon
15. Heritage House Highrise
16. Howard Avenue Properties, LLC
17. Key West Condominium, Inc.
18. Lee Avenue Apartments, LLC
19. Manchester Gardens Condominium, Inc.
20. McDonald's Corporation
21. Merchants, LLC, d/b/a/ Merchant's Tire & Auto
22. Metro Executive Park
23. Michael, LLC
24. Mid-Atlantic Petroleum Downstream Market t/a W At Icc
25. Montgomery Mews Condo Association
26. North Bethesda Dental Design, Inc.
27. Oak Ridge Apartments c/o Augusta Properties LLC
28. Olney Professional Building
29. Park Potomac, LLC
30. Restone Inc. t/a Le PALAIS
31. Rock Creek Palisades Townhouse Apartments, LLC
32. Rockville Town Square c/o Danac Corporation
33. Sedgewick Homeowners Association, Inc.
34. SFDL Partnership
35. Snider's Super Foods c/o Snider's Inc.
36. TA / Western, LLC
37. The Knolls at North Lake Condominium, Inc.
38. The Monterrey Condominium
39. The Wellington Condominium, Inc.
40. U-Haul Co. of Maryland, Inc.
41. Wayne at Bonifant Association
42. Wedgewood Court HOA #1, Inc.
43. Werner Moeller

EXHIBIT B

Defendant Settlement Class Members

1. Defendants in the Settlement Class
2. 10101 Grosvenor Park Associates, LLC
3. 1200 East West Highway c/o Home Properties, LP
4. 1300 Spring Street, LLC
5. 1400 Spring Street, LLC
6. 16800 Oakmont Avenue Associates, LLC
7. 1900 Chapman Project Owner, LLC
8. 2 Bethesda Metro Center c/o The Chevy Chase Land Company of Montgomery County Maryland
9. 4823 Rugby Avenue, LLC
10. 535, LLC
11. 6010 Executive Blvd. c/o HBW Properties, Inc. d/b/a HBW Group
12. 7- Eleven, Inc.- Glenmont
13. 7255 Woodmont Ave. c/o Colonial Parking, Inc.
14. 801 Wayne Avenue Limited Partnership
15. 8045 at Silver Spring Metro c/o Barkan Management, LLC
16. Adler & Mandel, Inc.
17. Airpark One Condominium, Inc.
18. Alaire at Twinbrook Station c/o JBG / Commercial Management, L.L.C.
19. Congressional Bank f/d/b/a American Bank
20. Americana Centre Condominium, Inc.
21. Americana Finnmark Condominium c/o Comsource Management, Inc.
22. Architectural Ceramics, Inc.
23. Aspen Hill Shopping Center c/o The Tower Companies
24. Atlantic Parking, Inc.
25. Audubon Square Homeowners Association c/o Community Association Inc.
26. Autumn Glen Homeowners Association, Inc.
27. Avonshire Homeowners Association, Inc.
28. B.F . Saul Property Co.
29. B&B Management
30. Balfour Beatty Communities, LLC
31. Bartholow Drywall Co., Inc.
32. Beacon Place Community Association, Inc. c/o The Management Group Associates Inc.
33. Bentley Place, Homeowners Association, Inc. c/o Zalco Realty Inc.
34. Bethany House c/o Christian Church Facilities for the Aging, Inc.
35. Bethesda Barbershop & Styling
36. Bethesda Court Hotel c/o The Bernstein Companies, Inc.
37. Bethesda Hill Apartments c/o Bozzuto Management Company
38. Bethesda Marvels, LLC
39. Bethesda Park, A Condominium, Inc. c/o Alvin L. Aubinoe, Inc.
40. Bethesda Place, L.P.
41. Bethesda Row c/o Federal Realty Investment Trust
42. Blackburn Village Homeowners Association, Inc.
43. Blair East Apartments c/o The Tower Companies
44. Blair House Apartments c/o The Tower Companies
45. Blair Shopping Center, LLC
46. Blair Towers Apartments c/o The Tower Companies
47. Bonifant Woods Homeowners Association, Inc.
48. Bonihill Homeowners Association, Inc.
49. Bradley Boulevard Shopping Center
50. Briggs Chaney Woods c/o Oakbrook Management Company
51. Brook Farm HOA, Inc. c/o Abaris Realty, Inc.

52. Brookfield at Milestone
Condominium c/o Main Street
Property Management, Inc.
53. Bruce D. Patner t/a Patner
Properties
54. Burlington Coat Factory of
Maryland, LLC
55. Burnt Mills Condominium, Inc.
56. Burnt Mills Crossing, LLC
57. C.J. O'Shaughnessy, Inc.
58. Camelback Village Condominium,
Inc.
59. Cameron Hill Owners Association,
Inc.
60. Capital One Bank USA
61. Carmax Auto Superstores, Inc.
62. Carolyn Condominium Association,
Inc.
63. Carriage Walk Homeowners
Association, Inc.
64. Cassidy Turley Commercial Real
Estate Services, Inc.
65. Castlegate Homeowners Association,
Inc. c/o Abaris Realty
66. CEI Properties, LLC
67. Center Court Condominium c/o
Montgomery Village Foundation
Inc.
68. Central Square Shopping Center
c/o Fleitas, LLC
69. Chambers Enterprises, Inc.
70. Cherrywood Townhomes
Condominium c/o ProCam of
Maryland, LLC
71. Chevy Chase Condominiums c/o
Alvin L. Aubinoe, Inc.
72. CHI Centers, Inc.
73. Childtime Childcare, Inc. d/b/a
Childtime Children's Center
74. Christ Evangelical Lutheran Church
75. Churchill Business Center c/o
Harvey Property Management
Company, Inc.
76. Cinnamon Run Apartments c/o
Home Properties, LP
77. Citibank, N.A.
78. Clairmont Homeowners Association,
Inc.
79. Clarksburg Condo I & II c/o Abaris
Realty Inc.
80. Clarksburg Homeowners
Association, Inc.
81. Clarksburg Village Community
Association, Inc.
82. Clopper's Mill Community
Association, Inc.
83. Cloppers Mill Parcel U Homeowners
Association, Inc.
84. Cloverleaf Center c/o First Potomac
Management, LLC
85. Cloverleaf Center II Condominiums
c/o Abaris Realty, Inc.
86. Cloverley Town Center
87. Colesville Center LLC
88. Colesville Towers, LLC
89. College Plaza Shopping Center c/o
Combined Properties, Inc. d/b/a
Maryland Combined Properties, Inc.
90. Colonial Parking, Inc.
91. Columbia Towers Condominium
c/o Iko Real Estate, Inc.
92. Comfort Inn c/o Choice Hotels
International, Inc.
93. Community Association, Inc.
94. Comsource Management, Inc.
f/k/a/ Condominium Management,
Inc.
95. Congressional Plaza c/o Federal
Realty Investment Trust
96. Connecticut Overlook c/o
Chambers Management, Inc.
97. Corona Apartments c/o Zalco
Realty Inc.
98. Courts of Springbrook Homeowners
Association, Inc.
99. Courtyard by Marriott Gaithersburg
c/o Marriott International Inc.
100. Courtyard by Marriott Silver Spring
c/o Marriott International Inc.
101. Courtyards at Rio Community
Association, Inc.
102. Crossway Community Inc.

103. Damascus Park Homeowners Association, Inc.
104. Damascus Valley Park Townhouse Association, Inc.
105. Dawson Adams Mutual Homes, Inc. d/b/a Heritage Park Cooperative
106. Discoverly I Homeowners Association, Inc.
107. Discoverly III Homeowners Association, Inc.
108. Discoverly IV Condominium, Inc.
109. Discoverly IV Townhome Association, Inc.
110. Democracy Plaza One, LLC and Democracy Plaza Two, LLC
111. Diamond Farm Homes Corporation
112. Dorothy D. Sullivan Revocable Trust
113. Dorsey Estates Homeowners Association, Inc.
114. Douglas R. Shumaker, M.D., Internal Medicine
115. Earle Manor Limited Partnership t/a Earle Manor Apartments
116. Eastern Avenue Apartments c/o Frank Emmet Real Estate Inc.
117. EL-AD Rockville Town Center LLC, d/b/a The Fitz at Rockville Town Center
118. Elbe's Beer & Wine
119. Ellsworth Place f/k/a City Place Mall c/o Petrie Richardson Ventures, LLC
120. English Orchard Court c/o Glenfield North Association, Inc.
121. Exchange Joint Venture c/o HBW Properties, Inc. d/b/a HBW Group
122. Exeter Government Services, LLC
123. Fair Hill Farm Homeowners Association, Inc. c/o Iko Real Estate, Inc.
124. Fairland Estates Homeowners Association, Inc.
125. Fairland Green Association, Inc.
126. Fairland View Homeowners Association, Inc.
127. Fallsgrove Condominium Association c/o The Fallsgrove Property Owners Association, Inc.
128. Fallswood Condominium c/o Comsource Management, Inc.
129. Fanaroff & Steppa LLC
130. Federal Express Washington DC c/o Federal Express Corporation
131. Federal Plaza c/o Federal Realty Investment Trust
132. Federal Realty Investment Trust
133. Fenestra at Rockville Town Square c/o Bozzuto Management Company
134. Fenwick Professional Park, Inc.
135. Fernshire Farms Homeowners Association, Inc.
136. Flats at Bethesda Avenue c/o Bozzuto Management Company
137. Flower Avenue Shopping Center Limited Partnership
138. Flower Hill Professional Center, LLC
139. Flower Hill Shopping Center c/o Pettit & Griffin, Inc.
140. Fountain Hills Community Association, Inc.
141. Fountain Hills Condominium Association c/o Vanguard Management Associates, Inc.
142. Fox Chapel North Homes Association, Inc.
143. Fox Hills North Community Association, Inc.
144. FP Girard Business Center, LLC
145. Frank Emmet Real Estate, Inc.
146. Franklin Apartments c/o Montgomery Oaks Management Inc.
147. Gaithersburg Square Shopping Center c/o Federal Realty Investment Trust
148. Gallery Park Community Association, Inc.
149. Gatestone Homeowners Association, Inc.
150. Gateway Commons c/o AHC Management LLC

151. Gateway Park at Washingtonian Center Homeowners Association, Inc.
152. Gateway Tower, LLC
153. Georgia Avenue Baptist Church
154. Georgia West Apartments c/o Grady Management, Inc.
155. Germantown Center c/o Saul Centers, Inc.
156. Germantown Commons
157. Germantown Plaza c/o Sugarloaf Partnership, LLC
158. Germantown Town Center Community Association, Inc.
159. Giant Food Stores, LLC
160. Girard Place Condominium, Inc.
161. Glenmont Crossing Apartments c/o Avison Young Management Services (USA), Inc.
162. Glenmont Forest Apartments c/o Grady Management, Inc.
163. Glenmont Shopping Center c/o Heller Brothers Realty, LLC & c/o JGB, LLC
164. Grady Management, Inc.
165. Grand Bell Manor Condominium c/o Shea Management, Inc.
166. Greencastle Manor II c/o Abaris Realty, Inc.
167. Greencastle Woods Homeowners Association One, Inc.
168. Greenhills Condominium #1 c/o Allied Realty Corporation
169. Grosvenor Garden Apartments
170. Grosvenor Mews Condominium Association
171. Grosvenor Park Apartments
172. Grosvenor Park II Condominium c/o Zalco Realty Inc.
173. Grosvenor Park III c/o Zalco Realty Inc.
174. Gude Drive Properties, LLC
175. Gunners View Homeowners Association, Inc.
176. Halpine View Apartments c/o Grady Management, Inc.
177. Hampden Lane Ventures, LLC c/o Oculus Realty, LLC
178. Hampshire Village Apartments c/o Humphrey Real Estate Holdings, LLC
179. Hartford-Thayer Condominium, Inc.
180. Harvey Property Management Company, Inc.
181. HBW Properties, Inc. d/b/a HBW Group
182. Hearthstone Village Condominium Association, Inc.
183. Heritage Green Condominium Inc.
184. Highland House West Limited Partnership
185. Highland House, Inc.
186. Highlands of Olney Townhouse Condominium c/o Comsource Management, Inc.
187. Hillstone Restaurant Group, Inc., d/b/a Woodmont Grill
188. Holbrook Shopping Center c/o HBW Properties, Inc. d/b/a HBW Group
189. Homeland Village Community Association, Inc.
190. HTMI Limited Partnership c/o Alvin L. Aubinoe, Inc.
191. Hudson Apartments LLC
192. Hunting Woods c/o The Management Group Associates, Inc.
193. Hyde Park Condo Association I & II A c/o Comsource Management, Inc.
194. Hyde Park Phase II B c/o FirstService Residential Maryland, Inc.
195. I.P. Associates, LLC
196. Independence Federal Savings Bank n/k/a Colombo Bank
197. Independence Receivables Corporation
198. Inverness North Homeowners Association, Inc. c/o The Management Group Associates Inc.
199. Investment Properties, Inc.
200. Investors Warranty of America, Inc.

201. Islamic Center of Maryland, Inc.
202. Jaymor, LLC
203. JBG/Commercial Management, LLC
204. Jeff Park Associates c/o HBW Properties, Inc. d/b/a HBW Group
205. Jemal's Auto Park
206. Jiffy Lube c/o Tres C. Inc.
207. John Bligh
208. John Moriarty & Associates of Virginia, LLC
209. Karnon Automotive c/o Karnon Motors, LLC
210. Katz & Company, P.A.
211. Kenmanor Condominium Homeowners Association, Inc.
212. Kensington Shopping Center Harsam c/o Oculus Realty, LLC
213. Kentlands Citizens Assembly, Inc.
214. Kentlands Square, LLC
215. Kentlands View Condominium, Inc.
216. Key West IV Limited Partnership c/o DANAC, LLC
217. Kimco Realty Corporation
218. King Farm Village Center Condominium II
219. Kingdom Tires, Inc.
220. Kinsman Farm Homeowners Association, Inc.
221. Kmart Corporation
222. KMF Rothbury, LLC d/b/a The Rothbury Apartments
223. Kourosch Mehrabian, D.D.S. & Associates, P.C. d/b/a Maryland Dental Center
224. Lakeforest Owner, LLC
225. Lakelands Ridge Homeowners Association, Inc.
226. Landmark Parking, Inc.
227. Layhill Dental Care, LLC
228. Layhill Shopping Center c/o Elmore Inc.
229. Layhill Square Homeowners Association, Inc.
230. Laytonsville Shopping Center c/o Rollins Real Estate Management Co., Inc.
231. Lebling Investment Oakmont, LLC c/o Lebling Development, LLC
232. Lee Development Group, Inc.
233. Leesborough Homeowners Association, Inc.
234. Lilac Gardens, Inc.
235. Live Nation Worldwide, Inc.
236. Locust Grove Homeowners Association, Inc.
237. Loft 24 Condominium c/o Abaris Realty, Inc.
238. Long & Foster Real Estate, Inc.
239. Madison Park Condominium Association, Inc.
240. Mallard Cove Condominium, Inc. c/o Comsource Management, Inc.
241. Manchester Farm Community Association, Inc.
242. Manor Ridge c/o Community Association Services, Inc.
243. Manors of Paint Branch Homeowners Association, Inc.
244. Marion Woods Homeowners Association, Inc.
245. Meadows at North Lake Homeowners Association, Inc.
246. Melvin J. Berman Hebrew Academy
247. Mid-Atlantic Petroleum Downstream Market t/a W At Icc
248. Middlebridge Village Homeowners Association Inc. c/o Condominium Venture Inc.
249. Middlebrook Commons Condominium Association c/o Abaris Realty Inc.
250. Middlebrook Commons Homeowners Association c/o The Management Group Associates, Inc.
251. Midland Companies, Inc.
252. Midway Center, LLC
253. Milestone Retail Association c/o Peterson Management L.C.
254. Milestone Townhouse Association, Inc. c/o Chambers Management, Inc.
255. Mill Creek Towne East Homeowners Association, Inc.

256. Montclair Manor Homeowner's Association, Inc.
257. Monterey Condominiums c/o Oakbrook Management Company
258. Montgomery Airpark Associates, LLP
259. Montgomery Century Condominium, Inc.
260. Montgomery Chase c/o Comsource Management, Inc.
261. Montgomery Mall c/o Westfield Corporation
262. Montgomery Meadows Homeowners Association, Inc.
263. Montgomery Towers Apartments c/o Frank Emmet Real Estate Inc.
264. Montrose Crossing Shopping Center c/o Federal Realty Investment Trust
265. Montrose Parks Homeowners Association, Inc.
266. Morningside Homeowners Association, Inc.
267. Muscatello c/o HBW Properties, Inc. d/b/a HBW Group
268. National Board for Certification in Occupational Therapy, Inc.
269. Norbeck Grove Community Association
270. Oak Hills Community Association c/o The Management Group Associates, Inc.
271. Oak Springs Townhouse Association, Inc.
272. Oakbrook Management Company
273. Oakwood Townhouses c/o The Management Group Associates, Inc.
274. Oatland Farm Homeowners Association, Inc.
275. Olde Potomac Park Community Association, Inc.
276. Olde Seneca Woods Homeowners Association c/o Olde Seneca Woods Community Association
277. Orchard Knolls Homeowners Association, Inc.
278. Orchard Place Homeowners Association, Inc.
279. Park Overlook Homeowners Association, Inc.
280. Park Terrace Homeowners Association, Inc.
281. Parker Farm Condominium Association c/o The Management Group Associates, Inc.
282. Parker Farm Homeowners Association, Inc.
283. Parkside Condominium
284. Parkway Plaza Associates, LLC
285. Peel Properties, LLC
286. Peppertree Farm c/o Home Properties, LP
287. Peterson Management, L.C.
288. Pike and Rose Condominium, Inc.
289. Plaza Del Mercado, LLC
290. Plaza Gardens Community Association, Inc. c/o Oakbrook Management Company
291. Plyers Mill Crossing c/o Abaris Realty Inc.
292. Plymouth Woods Condominium c/o Iko Real Estate, Inc.
293. PNC Bank, National Association
294. Potomac Grove Homeowners Association, Inc.
295. Potomac Oaks Community c/o Community Association Services, Inc.
296. Potomac Place Limited Partnership
297. Promenade Towers Mutual Housing Corporation
298. Qdoba Restaurant Corporation
299. Quince Orchard Plaza Shopping Center c/o Federal Realty Investment Trust
300. Realco - Ritchie Center L.L.C.
301. Redland Station Homes Association, Inc.
302. Redmill Shopping Center Associates LP
303. Regents Square c/o Abaris Realty Inc.
304. Rio at Washingtonian Center c/o The Peterson Companies, LC

305. Riverstone Condominium, Inc. c/o Comsource Management, Inc.
306. Robert A. Pumphrey Funeral Homes, Inc.
307. Rock Island Realty Corporation
308. Rockrail Partnership
309. Rockshire Association, Inc.
310. Rolling Acres Homeowners Association, Inc.
311. Rolling Spring Condominium Association c/o Oakbrook Management Company
312. Rolling Spring Homeowners Association, Inc.
313. Rollins Real Estate Management Co., Inc.
314. Saint Luke Lutheran Church c/o Evangelical Lutheran Church in America
315. Scenery Pointe Condominium c/o Vanguard Management Associates, Inc.
316. Scotland Community Development, Inc.
317. Scotland Homeowners Association, Inc.
318. Sears Holding (Merchandise Pick-Up) c/o Sears, Roebuck & Co.
319. Sears Holdings Management Corporation c/o Sears, Roebuck & Co. d/b/a Sears Brands, LLC
320. Second Avenue Plaza Office Condominium, Inc.
321. SFLP 11800 LLC
322. Shady Grove III Homeowners Association, Inc. c/o Abaris Realty Inc.
323. Shady Grove Square HOA, Inc.
324. Shangrila Limited Partnership t/a Children's Manor Montessori School
325. Shops at Town Center, LLC
326. Shores at North Lake Homeowners Association, Inc.
327. Silver Spring Presbyterian Church c/o Presbyterian Church (U.S.A.) Foundation
328. Siman Realty
329. Sligo Avenue Apartments
330. Sligo House c/o Zalco Realty Inc.
331. Sligo Station Condominium, Inc.
332. Snowdens Mill Townhouse Association #2, Inc.
333. Snowwhite Shopping Center c/o Finmarc Management, Inc.
334. Somerset House Management Association, Inc.
335. South Ridge Homeowners Association, Inc.
336. South Shore Harbour Condominium, Inc.
337. Stained Glass Pub
338. Stockbridge at Tanglewood
339. Stonington Woods Homeowners Association, Inc.
340. Strathmore at Bel Pre Homeowners Association, Inc. c/o Chambers Management, Inc.
341. Sudbury House Condominium Association c/o Comsource Management, Inc.
342. Summit Building, LLC
343. Sumner Clusters
344. Sunshine Square, LLC
345. Takoma Business Center, LLC
346. Takoma Metro Shopping Center c/o Urciolo Properties, LLC
347. Tana Market, Inc.
348. Technology Service Corporation
349. Ten Thousand Falls Road, LLC
350. Tenley Building Rockville c/o Tenley - Peel, LLC
351. Thayer Towers Condominium Association c/o Abaris Realty Inc.
352. The Amberfield Homeowners Association, Inc.
353. The Bernstein Companies, Inc.
354. The Brownstones at Park Potomac Homeowners Association, Inc.
355. The Brownstones at Wheaton Metro Homeowners Association, Inc.
356. The Chevy Chase Land Company of Montgomery County, Maryland
357. The Christopher Condominium c/o Gerlach Real Estate, Inc.

358. The Colonnade at Kentlands c/o Abaris Realty, Inc.
359. The Cotler Properties c/o Capital Management
360. The Elizabeth Condominium Association, Inc. c/o Gates Hudson Community Management, LLC
361. The Fraley's Green Community Association, Inc.
362. The Gables on Tuckerman c/o Zalco Realty Inc.
363. The Jaffe Group, Inc.
364. The Monterey Apartments, Inc.
365. The Olney Towne Association, Inc.
366. The Park at Rosewood c/o Oculus Realty, LLC
367. The Realty Associates Fund IX, L.P. t/a The Park at Kingsview Village
368. The Redland Station Homes Association, Inc.
369. The RMR Group, LLC f/d/b/a Reit Management & Research LLC
370. The Veridian c/o Equity Residential Management, L.L.C.
371. The Victoria Condominium Association, Inc.
372. The Waterford Condominium c/o Comsource Management, Inc.
373. The Willows of Potomac Limited Partnership c/o Vanguard Management Associates, Inc.
374. The Wisconsin Condominium c/o CFM Management Services, Inc.
375. Thor Real Estate, LLC
376. Tilbury Garden Apartments c/o P&S Management, Inc.
377. Tiers of Silver Spring c/o Zalco Realty Inc.
378. Toll MD IV Limited Partnership
379. Town & Country Homeowners Association, Inc.
380. Townes at Environ Homeowners Association, Inc. c/o Chambers Management, Inc.
381. Townes of North Creek Condominium c/o Abaris Realty, Inc.
382. Travilah Crest Homeowners Association, Inc.
383. Trophy Court Homeowners Association, Inc.
384. Tuckerman Station Condominium c/o Main Street Property Management, Inc.
385. Tuckerman Station Homeowners Association, Inc.
386. Twinbrook Mart Condominium Association, Inc.
387. Twinbrook Shopping Center Twinbrook Shopping Center
388. Tyson's Petro LLC d/b/a Congressional Sunoco
389. Unique Thrift Store c/o Corsair Inc.
390. United Bank
391. Universal Lightning Protection, Inc.
392. University Towers Condominium c/o Comsource Management, Inc.
393. Ventura Condos c/o Phase One Management Services, LLC
394. Victor Copp Corporation
395. Village at Oak Hill Community Association, Inc.
396. Village at Tower Oaks Homeowners Association, Inc. c/o Comsource Management, Inc.
397. Village Green Condominium, Inc.
398. Villas at Willow Cove c/o Vanguard Management Associates, Inc.
399. Vitamin Shoppe Industries, Inc.
400. Walnut Creek Homeowners Association, Inc.
401. Waring Station Homeowners Association, Inc.
402. Washington Square c/o Allen & Rocks, Inc.
403. Washington Street Joint Venture c/o HBW Properties, Inc. d/b/a HBW Group
404. Washingtonian Center c/o The Peterson Companies, LC
405. Waterview Condominium c/o Abaris Realty, Inc.
406. Waverly Condominiums c/o Community Association, Inc.

- 407. Wayne Plaza c/o Washington Real Estate Investment Trust
- 408. Wedgewood Court Townhouse Homeowners Association No. 2, Inc.
- 409. Westchester West Condominium c/o The Management Group Associates, Inc.
- 410. Westwood Tower Apartments c/o Avison Young Management Services (USA), Inc.
- 411. Wheaton Plaza Shopping Center c/o Westfield Corporation
- 412. Whitley Park Condominium Association, Inc.
- 413. Wildwood Shopping Center c/o Federal Realty Investment Trust
- 414. Willow Manor at Cloppers Mill c/o Habitat America, LLC
- 415. Willow Manor at Colesville c/o Habitat America, LLC
- 416. Willows Run c/o The Management Group Associates, Inc.
- 417. Winexburg Manor c/o Grady Management, Inc.
- 418. Woodlake Homeowners Association, Inc.
- 419. Woodland Hills Homeowners Association, Inc.
- 420. Woodmont Properties II, LLC
- 421. Woodside Homeowners Association c/o The Management Group Associates, Inc.
- 422. Woodside Village Condominium
- 423. WP Project Developer, LLC
- 424. Zalco Realty, Inc.