

QUAN-EN YANG	*	IN THE
On His Own Behalf and on Behalf	*	CIRCUIT COURT
of All Others Similarly Situated,	*	FOR
Plaintiffs,	*	MONTGOMERY COUNTY, MD.
v.	*	Case No. 403885V
G & C GULF, INC. d/b/a	*	
G&G TOWING, <i>et al.</i>	*	
Defendants.	*	TRACK VI
	*	Hon. Ronald Rubin,
	*	Specially Assigned
	*	

EXHIBIT 4

* * * * *

**FINAL ORDER APPROVING 2019 PROPOSED COMPROMISE OF
PLAINTIFFS' CLAIMS, FORM SETTLEMENT DEMAND AND
CERTIFYING SETTLEMENT CLASSES**

UPON REVIEW AND CONSIDERATION OF the 2019 Proposed Compromise of Plaintiffs' Claims (the "Proposed Compromise"), by Plaintiffs Quan-En Yang, Mary Lois Pelz, Darcy Pelz-Butler and Matthew Lewis, acting on behalf of the 2019 Plaintiff Settlement Class defined below (collectively "Plaintiffs") and the memoranda and arguments of counsel,

IT IS HEREBY ORDERED as follows:

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

2. In accordance with the Proposed Compromise and pursuant to MD. RULE 2-231(b) and 2-231(c)(3) of the Maryland Rules of Civil Procedure, the Court hereby certifies the following

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Montgomery County, Md.

Plaintiff Class and sub-classes:

(1) Those individuals who were in the Plaintiff Class certified by the Court on May 3, 2016; plus (2) all those all persons whose vehicles, between January 8, 2016 and June 23, 2017, who were non-consensually towed by G&G Towing from one of the approximately 365 Parking Lots owned or managed by the members of the Defendant Class certified by the Circuit Court on November 14, 2016. Excepted from the 2019 Plaintiff Settlement Class are those persons who were members of the 2017 Plaintiff Settlement Class, unless the person was otherwise non-consensually towed by G&G Towing and the tow was not covered by the payment provisions of the 2017 Defendant Class Settlement. ("2019 Plaintiff Settlement Class").

Plaintiff Settlement Subclass A- First Year Tows

All individuals in the Plaintiff Class certified by the Court on May 3, 2016, whose vehicles were non-consensually towed by G&G Towing from one of the Parking Lots owned or managed by the members of Defendant Settlement Subclass A and Defendant Settlement Subclass B between April 16, 2012 and April 25, 2013.

Plaintiff Settlement Subclass B - Non-First Year Tows

All individuals in the Plaintiff Class certified by the Court on May 3, 2016, whose vehicles were non-consensually towed by G&G Towing from one of the Parking Lots owned or managed by the members of Defendant Settlement Subclass A and Defendant Settlement Subclass B between April 26, 2013 and June 23, 2017.

Excepted from Plaintiff Settlement Subclass A and Plaintiff Settlement Subclass B are those persons who were included among the Plaintiff Settlement Class paid in connection with the 2017 Defendant Class Settlement.

3. The Court FINDS that the 2019 Proposed Compromise of Plaintiffs' Claims is procedurally fair.

4. The Court FINDS that the notice previously directed to persons who meet the Plaintiff Settlement Class definition, who were 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 May 10, 2019 (Dkt. No. 828) and was

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the best notice practicable under the circumstances and satisfies the requirements of due process and MD. RULE 2-231.

5. 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 Proposed Compromise.

6. The Court appoints Quan-en Yang (“Yang”), Mary Lois Pelz (“Pelz”), Darcy Pelz-Butler (“Pelz-Butler”) and Matthew Lewis (“Lewis”) as the Representative Plaintiffs of the 2019 Plaintiff Settlement Class and finds that they meet the requirements of MARYLAND RULE 2-231(b)(4).

7. The Court appoints the following lawyers as counsel to the 2019 Plaintiff Settlement Class, and finds that these counsel meet the requirements of MARYLAND RULE 2-231(b)(4):

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 2019 Plaintiff Settlement Class.

8. The Court further finds that all the requirements for class certification of the 2019 Plaintiff Settlement Class (and its respective subclasses) are met in this case:

a. The Prerequisites of MARYLAND RULE 2-231:

For the 2019 Plaintiff Settlement Class (and its respective subclasses), Md. Rule 2-231(b) 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(s) will fairly and adequately protect the interests of the class.

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2-231(b)(1) (numerosity): This Court finds that approximately: (a) 12,716 individuals meet the 2019 Plaintiff Settlement Class member definition. Therefore, the 2019 Plaintiff Settlement 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 (b)(1) is satisfied for the settlement Class.

2-231(b)(2) (commonality of facts or law): Based upon the 2019 Proposed Compromise of Plaintiffs' Claims and memoranda of Plaintiffs, the Court finds that there are numerous common questions of law or fact in this case with respect to each of the settlement Classes. As such, the Court finds the requirements of Md. Rule 2-231(b)(2) are satisfied for the 2019 Plaintiff Settlement Class.

2-231(b)(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 each of the respective settlement Classes. In this case, the Representative Plaintiffs' claims are typical of and similar to the claims of every other member of the 2019 Plaintiff Settlement Class. Thus, the Court finds that the requirement of typicality under Md. Rule 2-231(b)(3) is satisfied for the 2019 Plaintiff Settlement Class.

2-231(b)(4) (adequate representation): Based upon the similar nature of Plaintiffs' claims, the Court finds that the claims of the Representative

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Plaintiffs are not conflicting or inconsistent with the claims of 2019 Plaintiff Settlement Class members. Moreover, the Court finds that the 2019 Plaintiff Settlement Class is represented by able counsel with extensive experience in class action litigation, who have adequately represented the interests of the Plaintiff Class in this litigation. Thus, the Court finds that the requirement of adequate representation under Md. Rule 2-231(b)(4) is satisfied.

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

After the requirements of Md. Rule 2-231(b) are found to exist, the Court must determine for the 2019 Plaintiff Settlement Class, pursuant to Md. Rule 2-231(c) whether this case may be maintained as a class action under 2-231 (c)(1) or (c)(2) or (c)(3).

Md. Rule 2-231(c)(3): This Court finds that this case may be maintained as a class action under Rule 2-231(c)(3) because there are common over-riding legal claims held by all members of the 2019 Plaintiff 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(c)(3) is, therefore, appropriate for the 2019 Plaintiff Settlement Class.

9. The Court FINDS that the 2019 Proposed Compromise of Plaintiffs' Claims is substantively fair, adequate and reasonable.

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10. After due consideration of the state of proceedings and the posture of the case at the time the Proposed Compromise 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 of additional litigation; the lack of opposition to the Proposed Compromise by the 2019 Plaintiff Settlement Class; all written submissions; affidavits and arguments of counsel; and after notice and a hearing, this Court finds that the Proposed Compromise is fair, adequate, and reasonable with respect to the Plaintiff Settlement Class. Accordingly, the 2019 Proposed Compromise of Plaintiffs' Claims should be and is APPROVED. Each member of the 2019 Plaintiff Settlement Class shall be bound by the Proposed Compromise.

11. The Court further ORDERS that the Form Settlement Demand that will be populated with each Defendant Class members' information and financial obligations under the Proposed Compromise, attached to this Order as **Exhibit A-1**, is hereby APPROVED.

12. The Court hereby APPROVES the following procedures for preparation, distribution and consideration of the Proposed Compromise:

A. Plaintiff Class Counsel shall complete Form Settlement Demands individually for each Defendant Class member, and, within thirty (30) days after the entry of this Order, deliver all completed forms (the "Completed Settlement Demand") to Counsel for the Defendant Class.

B. Counsel for the Defendant Class are hereby ORDERED and shall transmit the Completed Settlement Demands to the respective Defendant Class members using their last known address and/or through their designated counsel (if known), within ten (10) days of receipt of such Completed Settlement Demands from Counsel for the Plaintiff Class.

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C. Each Defendant Class member shall have thirty (30) days from the date of receipt of the Completed Settlement Demand to consider the Proposed Compromise. The Completed Settlement Demand must be accepted in its entirety. Acceptance of the Completed Settlement Demand is perfected if all amounts set forth in the Completed Settlement Demand are received by the Escrow Administrator within thirty (30) days of the deadline set forth in this Order. Any Defendant Class member who does not accept the Proposed Compromise, or remits less than the amount set forth in their Completed Settlement Demand, shall remain a member of the Defendant Class in this case.

D. **For Defendant Class Members that Accept the Proposed Compromise:** Following (a) acceptance of the Proposed Compromise by a Defendant Class member; and (b) payment of all monies due and owing pursuant to the Completed Settlement Demand, the Defendant Settlement Class member shall receive a release from the 2019 Plaintiff Settlement Class of all claims that were or could have been brought with respect to the tows within the Class Period. Such release shall be prepared and mailed by Plaintiff Class Counsel within a reasonable period of time.

13. The Court hereby APPROVES a \$5,000 payment to Named Plaintiff Matthew Lewis as an incentive payment to reward him for his participation in this action. Within ninety (90) days of this Order, SCS shall pay, or take all reasonable steps to transfer, assign or release such funds, out of the Common Fund Escrow Account, to the Escrow Account of Gordon, Wolf & Carney, Chtd.

14. In accordance with ¶¶13 and 14 of the Court's Judgment entered on May 5, 2016 (Dkt. No. 144), the Court hereby APPROVES Plaintiffs' 2019 Application for Attorney's Fees and Costs. Within ninety (90) days of this Order, and on a regular basis after that (as appropriate), SCS shall pay, or take all reasonable steps to transfer, assign or release funds, out of the Common Fund

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Escrow Account, to the Escrow Account of Gordon, Wolf & Carney, Chtd. attorneys' fees equal to one-third (33 1/3%) of the funds added to the Common Fund as a result of this Proposed Compromise, plus litigation expenses in the amount of \$11,868.10.

15. The Court hereby APPROVES the Second Application of Defendant Bruce Patner and Defendant Class Counsel for an Award of Attorneys' Fees and Costs. SCS shall on a regular basis pay, or take all reasonable steps to transfer, assign or release out of the Common Fund Escrow Account and into the Escrow Account of Kramon & Graham, P.A., the appropriate amount of funds added to the Common Fund as a result of this Proposed Compromise in accordance with the line item on **Exhibit A-1**.

16. The Court ORDERS Plaintiff Class Counsel, within ninety (90) days of the entry of this Order, to provide the Court with a plan for distribution of the Common Fund Escrow Account to the members of the 2019 Plaintiff Settlement Class whose corresponding Defendant Class member accepted the Proposed Compromise. The Court further ORDERS that any uncashed settlement funds remaining in the Common Fund Escrow Account following approval of the plan for distribution and mailing of checks to the Plaintiff Settlement Class, shall be designated and distributed in accordance with the *cy pres* provisions set forth in ¶15 of the Court's Judgment entered on May 5, 2016 (Dkt. No. 144).

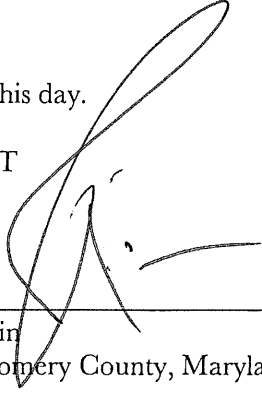
17. Given the complex nature of this lawsuit and its posture as both a Plaintiff and a Defendant class action, following the date of this Order, the Court hereby permits Plaintiff Class Counsel, with the agreement of Defendant Class Counsel, to communicate directly with absent Defendant Class member(s) who accept the Proposed Compromise, consistent with the Rules of Professional Responsibility.

18. This Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Proposed Compromise.

The Court further retains jurisdiction to enforce this Order entered this day.

BY ORDER OF THE COURT

Dated: August 2, 2019



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

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Clerk of the Circuit Court
Montgomery County, Md.

QUAN-EN YANG, *et al.* * IN THE
 Plaintiffs * CIRCUIT COURT
 v. *
 * FOR
 G & C GULF, INC. d/b/a *
 G&G TOWING, *et al.* * MONTGOMERY COUNTY, MD
 Defendants * Case No. 403885V
 * * * * *

SETTLEMENT DEMAND FROM THE PLAINTIFF CLASS

No. 00 – Defendant Class Member Name

AMOUNT THAT YOU NEED TO PAY IN ORDER TO SETTLE THE CLAIMS AGAINST YOU:

Description	Required Payment Per Tow Under Plaintiffs' 2019 Settlement Demand	Number of Tow(s)	Total
Liability for Tows between April 16, 2012 and April 25, 2013	\$72	0	\$0.00
Liability for Tows between April 26, 2013 and June 23, 2017	\$400	0	\$0.00
Additional Assessment for Defendants' Fees	\$28.00	0	\$0.00
PAY THIS AMOUNT:			\$0.00

THE CASE

You are receiving this notice because you are a member of a certified Defendant Class that has been sued in the Circuit Court for Montgomery County, Maryland by the Plaintiff Class. The case is called *Yang v. G&C Gulf, Inc., t/a G&G Towing, et al.*, Case No. 403885V.

In *Yang*, the Plaintiff Class claims that Defendant G&G Towing – acting under the authority of written contracts with parking lot owners, managers and/or agents throughout Montgomery County (i.e., the Defendant Class) – engaged in predatory towing of vehicles that violated duties set forth in Maryland's Towing or Removal of Vehicles from Parking Lots Law, (Md. Code Ann., Transp. §21-10A-01 *et seq.*), Montgomery County's Tow Ordinances (Montgomery County Code, § 30C-1 *et seq.*) and the common law of Maryland. On May 6, 2016, the Court entered Judgment against G&G Towing for \$22 million. The Plaintiff Class, however, also claims that the members of the Defendant Class are derivatively liable, including jointly and severally liable, for G&G Towing's violations of the law.

THE SETTLEMENT DEMAND

On _____, 2019, the Montgomery County Circuit Court approved a proposed compromise of the Plaintiffs' claims against the Defendant Class ("2019 Proposed Settlement") and gave the Plaintiff Class Counsel the authority to make a settlement demand on each of the members of the Defendant Class. The demand is being offered to all remaining Defendant Class members in this case. The demand is as follows:

- For each vehicle non consensually towed by G&G Towing from your parking lot between April 16, 2012 and April 25, 2013 you must pay \$72 into the Common Fund established in this case (According to the Chart above)
- For each vehicle non consensually towed by G&G Towing from your parking lot between April 26, 2013 and June 23, 2017 you must pay \$400 into the Common Fund established in this case (According to the Chart above)

In addition, the Circuit Court for Montgomery County also approved the Defendant Class Representative Bruce Patner's petition for a representative fee and for Defendant Class Counsel's attorneys' fees. In accordance with the Court's Order, the Defendants' fees are assessed per tow and divided proportionally among members of the Defendant Class.

THE 2019 PROPOSED SETTLEMENT IS A PACKAGE DEAL. YOU MUST EITHER ACCEPT THE 2019 PROPOSED SETTLEMENT AS A WHOLE OR REJECT IT IN ITS ENTIRETY.

Your complete liability under the demand is set out in the chart above.

ACCEPTANCE OF THE SETTLEMENT DEMAND AND RELEASE

If you choose to accept the 2019 Proposed Settlement you will receive a full Release from the Plaintiff Class and will no longer be a member of the Defendant Class in the case.

HOW TO ACCEPT THE PLAINTIFFS' SETTLEMENT DEMAND

In order to accept the Plaintiffs' 2019 Proposed Settlement, you must send full payment in the method proscribed below no later than _____, 2019. You will not receive a Release unless you pay the full amount listed on the Chart above. The Release will be in favor of your name as written above, unless you advise Class Counsel that the name should be revised. All requests to revise names for the Release must be emailed to rgordon@GWCfirm.com.

If you do not wish to accept the Plaintiffs' offer of compromise you do not have to take any additional action. However, you will remain a Defendant Class member, you will not receive a Release and litigation will proceed against you as a member of the Defendant Class.

Questions regarding the Plaintiff Class' demand should be directed to the Court appointed attorneys for the Defendant Class: James P. Ulwick and Jean Lewis of Kramon & Graham, P.A. – 410-752-6030.

METHOD OF PAYMENT

The Settlement payment must be made by check or wire transfer.

Checks must be made payable to “**G&G Towing Litigation Common Fund**” and mailed to the Escrow Administrator (Strategic Claims Services) at the following address:

Yang v. G&G Towing Litigation 600
N. Jackson Street, Suite 205
Media, PA 19063

All mailed payments must be **received** by the Escrow Administrator no later than _____, 2019.

Wire Transfers may be directed as follows:

Bank Name: **The Columbia Bank**
Bank ABA: **055002338**
Beneficiary Account Number: _____
Beneficiary Name: **G & G Towing Litigation Common Fund**
Customer's Address: **600 N. Jackson St, Suite 3, Media, PA 19063-2564**

In sending the wire transfer, you are required to include in the “reference line” both your Name and Notice Number. The failure to do so may result in a delay in crediting the funds paid.

If your liability is in excess of \$600 and you choose to accept the 2019 Proposed Settlement SCS will send you a complete W-9 upon receipt of your payment.

NOTE: You will NOT receive a release from the Plaintiff Class unless and until FULL PAYMENT is received. Partial payment will not be accepted.

BY ORDER OF THE CIRCUIT COURT
FOR MONTGOMERY COUNTY, MARYLAND.