

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Scott McKay and Kaitlyn McKay  
And others similarly situated

Plaintiffs,

v.

Gold and Silver Auto Sales, LLC  
dba Auto Market

Defendant.

Case No.: CAL17-00488

CLASS ACTION

**FILED**  
**FILED**

FEB 13 2020

FEB 9 2020

617A(10A)

CLERK OF THE CIRCUIT COURT  
FOR PRINCE GEORGE'S COUNTY, MD  
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FOR PRINCE GEORGE'S COUNTY, MD

VERDICT FORM

**Question 1:**

Do you find by a preponderance of the evidence that the "ADMIN FEE" that appears on the purchase order in this case is a "Dealer Processing Charge" pursuant to Maryland Motor Vehicle Law?

YES

NO

(If answer to Question 1 is "NO," go to Question 5)

**Question 2:**

With respect to the transaction, when adding the "ADMIN FEE" to the separately stated "Dealer Processing Charge," does the total amount of the charge exceed \$300?

YES

NO

**Question 3:**

Do you find, by a preponderance of evidence, that the Defendant violated the Maryland Consumer Protection Act by charging a total "Dealer Processing Charge" in an amount that exceeds \$300?

YES

NO

**Question 4:**

Do you find by a preponderance of the evidence that the Defendant was “unjustly enriched” because it charged and obtained more than \$300 in the total dealer processing charge?

YES

NO

(If you answered “YES” to Questions 3 or 4, then enter damages for CLASS A on Damages Question 1 below, and then proceed to Question 5)

**Question 5:**

Do you find by a preponderance of the evidence that the Defendant failed to comply with the Maryland Transportation Code Ann. Section 15-311.1 to include the “Dealer Processing Charge” in the window sticker of the vehicle purchased by the Plaintiffs in October of 2015?

YES

NO

(If you Answered “NO” to Question 5, then skip Questions 6 – 9)

**Question 6:**

With respect to the window sticker, do you find, by a preponderance of evidence, that the Defendant violated the Maryland Consumer Protection Act with an unfair or deceptive trade practice to include a false, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers?

YES

NO

**Question 7:**

With respect to the window sticker, do you find, by a preponderance of evidence, that the Defendant violated the Maryland Consumer Protection Act with an unfair or deceptive trade practice to include failing to state a material fact if the failure deceives or tends to deceive?

YES

NO

**Question 8:**

With respect to the window sticker, do you find, by a preponderance of evidence, that the Defendant violated the Maryland Consumer Protection Act with an unfair or deceptive trade practice to include deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with?

YES

NO

**Question 9:**

Do you find, by a preponderance of evidence, that the Defendant was unjustly enriched because it failed to disclose the Dealer Processing Charge on its window stickers?

YES

NO

(If you answered "YES" to any of the Questions 6 through 9 then enter damages for CLASS B on Damages Question 1 below)

DAMAGES

Damages Question 1: What damages are you awarding the Class Members?

CLASS A DAMAGES – Dealer Processing Charges In Excess of \$300.

State the aggregate amount of Dealer Processing Charges that exceed \$300:

\$ 0.00

CLASS B DAMAGES - Total Amount of Dealer Processing Charges Not Disclosed.

State the aggregate amount of Dealer Processing Charges that were not disclosed to consumers on their window stickers.

\$ 179,303

02-13-2020  
DATE

SIGNED 0014  
FOREPERSON