

Quan-En Yang, et al.,	*	IN THE
Plaintiffs,	*	CIRCUIT COURT
v.	*	FOR
G & C Gulf, Inc., et al.,	*	MONTGOMERY COUNTY
Defendants.	*	Case No. 403885V
* * * * *	*	* * * * *

**MOTION TO WITHDRAW AS
COUNSEL FOR DEFENDANT LITIGATION CLASS
AND AS REPRESENTATIVE OF DEFENDANT LITIGATION CLASS**

Defendant Bruce Patner t/a Patner Properties ("Mr. Patner"), and his counsel, Kramon & Graham, P.A., move to withdraw as the representative and counsel for the "Defendant Litigation Class" as that term is defined in Court's Judgment of January 16, 2018.

1. Plaintiff Quan-En Yang ("Mr. Yang") filed the original Class Action Complaint in this matter on April 16, 2015. That complaint named just two defendants, G&C Gulf, Inc. ("G&G") and Glenn W. Cade, Jr. ("Cade").

2. Mr. Yang filed a First Amended Class Action Complaint on July 27, 2015. That complaint, like the original Class Action Complaint, named only G&G and Cade as defendants.

3. On April 26, 2016, more than a year after he filed his original complaint and after negotiating settlements with the defendants then in the case, Mr. Yang filed a Second Amended Class Action Complaint in this matter, which named Mr. Patner and a putative class of other property owners as additional defendants.

4. In or around May 2016 – before any attorney had entered an appearance on behalf of Mr. Patner and before Mr. Patner had responded to any complaint in this matter – the Court approved a settlement among G&G and the members of the putative plaintiff class. It appears

that the Court certified a settlement class of plaintiffs to resolve the claims against G&G, the one defendant against whom all the members of the plaintiff class – including Mr. Yang – had a claim.

5. This Court certified a defendant class of parking lot owners on November 14, 2016, appointing Mr. Patner as the class representative. The Court also appointed Kramon & Graham, P.A. as counsel for the defendant class. The Court certified the class over Mr. Patner's objection, and overruled his objection to serving as Defendant Class representative.

6. As recounted in the motion for approval of settlement agreement, filed on December 28, 2017, and oral argument on January 4, 2018, the parties have engaged in intense litigation since Mr. Patner was sued in the spring of 2016.

7. On January 16, 2018, the Court approved a settlement between plaintiffs and a Defendant Settlement Class, those absent members of the Defendant Class who chose not to exclude themselves from the proposed settlement. The Court appointed Mr. Patner as representative of the Defendant Settlement Class and Kramon & Graham as its counsel. The approved settlement agreement also resulted in the creation of a Defendant Litigation Class, those members of the Defendant Class who chose not to participate in the settlement.

8. The settlement comprised tows from the parking lots of Defendant Settlement Class members between April 26, 2013 and June 30, 2017. The parties were unable to reach agreement on the tows that occurred from the same parking lots between April 16, 2012 and April 25, 2013 ("the Older Tows").

9. The settlement agreement approved by this Court on January 16, 2018, provides a logical juncture for Mr. Patner and Kramon & Graham to withdraw from representing the

Defendant Class and allow an absent member who chose to exclude itself from the Defendant Settlement Class to take the lead in litigating the issues presented by this case.

10. Mr. Patner has always contended that he is not an adequate representative for the Defendant Litigation Class. Now that he has settled most of the claims against him, he is in a markedly different posture from that of a Defendant Litigation Class Member who opted-out of the Settlement. If this case will continue to be litigated against a Defendant Class – an issue that Intervenor Defendants have stated they intend to raise – the issues should be litigated by a Class Representative who has identical interests to those of the Defendant Class. That representative should come from one of the opted-out absent class members, or one of the Intervenors. Moreover, Mr. Patner does not have insurance for these claims, but understands that a number of the opted-out or Intervenor Defendants are being provided a defense by their insurance companies. Mr. Patner should not be required to continue to shoulder the expense of the defense of the Class, when more representative absent class members who have insurance are available to do so.

11. Similarly, Mr. Patner's counsel should be replaced as Defendant Litigation Class Counsel. Despite the assessment of a fee to the members of the Defendant Settlement Class to cover a portion of Kramon & Graham's legal fees, the firm has hundreds of thousands of dollars of unpaid bills in this matter. The firm should not have to shoulder the significant additional expenditures that will occur when the Notice of Certification is issued to the members of the Defendant Litigation Class.

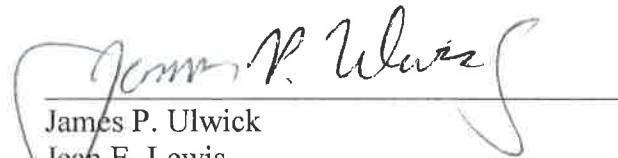
12. Mr. Patner and Kramon & Graham do not seek to withdraw from representing the Defendant Settlement Class. The settlement has not yet been fully consummated and, as

described to the Court at the status conference on February 2, 2018, notice issues continue to be resolved.

13. Further, Kramon & Graham will continue to pursue the resolution of the Older Tows on behalf of the members of the Defendant Settlement Class (a sub issue for many members of the Defendant Settlement Class) and is contemporaneously filing a Motion for Partial Summary on Grounds of Statute of Limitations on behalf of those members.

WHEREFORE, Mr. Patner and Kramon & Graham respectfully request that this Court allow them to withdraw as the representative and counsel for the Defendant Litigation Class.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 8, 2018, copies of the foregoing document were sent via electronic and first class mail to the following:

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