

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

Plaintiffs,

vs.

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

and

BRUCE PATNER t/a  
PATNER PROPERTIES,  
On His Own Behalf and on Behalf  
of All Others Similarly Situated

Defendants.

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

\* \* \* \* \*

**JOINT STATUS REPORT, REQUEST FOR STATUS CONFERENCE  
AND JOINT MOTION TO STAY THE MAILING OF  
NOTICE TO THE CERTIFIED DEFENDANT CLASS**

Named Plaintiffs Quan-en Yang, Mary Lois Pelz and Darcy Pelz-Butler on behalf of the certified Plaintiff Class, and Named Defendant Bruce Patner t/a Patner Properties on behalf of the certified Defendant Class, are pleased to report to the Court that the Parties have executed a Term Sheet that fully resolves the claims of approximately Seventy (70%) of the Plaintiff Class Members in this case (roughly 20,000 individuals). A copy of the executed Term Sheet is attached as **EXHIBIT A**.

Because the proposed settlement is bi-lateral – that is, it resolves the claims of a certified Plaintiff Class vis-à-vis a certified Defendant Class – that Parties believe that a status conference with the Court in the very near future is necessary and appropriate. At the status conference, the

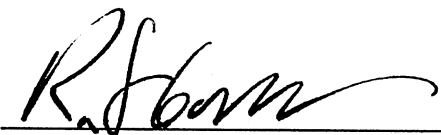
Parties intend to discuss with the Court logistical issues relating to the Settlement and the litigation generally.

In addition, because the proposed settlement set forth in the Term Sheet, **EXHIBIT A**, resolves the issues before this Court with the vast majority of Defendant Class Members, the Parties jointly move the Court to stay the mailing of notice to the certified Defendant Class as required under Paragraph 6(A) of Administrative Order No. 2. Dkt. No. 240. Under the Court's most recent Order, entered on August 1, 2017, the current deadline for mailing the Notice is August 21, 2017. Dkt. No. 259.

Respectfully submitted,

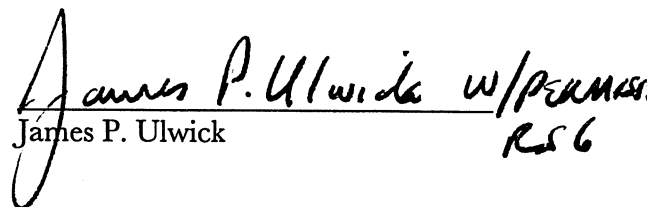
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the Certified Plaintiff Class

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Attorneys for Named Defendant and  
the Certified Defendant Class

By:  w/PERMISS.  
James P. Ulwick RSG

**CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of August, 2017, I served the foregoing Joint Status Report, Request for Status Conference and Joint Motion to Stay the Mailing of Notice to the Certified Defendant Class and proposed Order, by electronic mail and first-class mail, postage prepaid on:

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

  
Richard S. Gordon

TERM SHEET  
*Yang v. G&G Towing/Partner*

1. **Defendant Settlement Class.** The Court certifies a Defendant Settlement Class under Md. Rule 2-231(b)(3). The Defendant Settlement Class shall include:

The approximately 573 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 December 31, 2016 (“Defendant Settlement Class Members”).

2. **Opt Outs.** Any Defendant Settlement Class Member who was a member of the Defendant class certified by the Circuit Court on November 14, 2016, and opts out of this settlement shall remain a member of the Defendant litigation class.

3. **Plaintiff Settlement Class.** Includes: (1) 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 December 31, 2016, were non-consensually towed by G&G Towing from one of the approximately 573 Parking Lots owned or managed by the members of the Defendant Class certified by the Circuit Court on November 14, 2016 (collectively the “Plaintiff Settlement Class”). The “Class Period” for purposes of this Settlement is April 26, 2013 through and including December 31, 2016.

4. **Contribution to Common Fund.** Each Defendant Settlement Class Member will pay the Common Fund \$390.00 times the number of tows from the Defendant Settlement Class Members’ parking lot during the Class Period (“Settlement Payment”). The Settlement Payment will be made within 30 days of Final Approval of the Settlement by the Circuit Court. Any Settlement Payments still due and owing by any Defendant Settlement Class Member 31 days after Final Approval of the Settlement shall thereafter accrue interest at a rate of ten (10%) percent per annum. After the expiration of the time to file any appeal of the judgment approving the Settlement, any Settlement Payments still due and owing by any Defendant Settlement Class Member shall be reduced to a judgment in favor of the Plaintiff Class against the Defendant Settlement Class Member, 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. If the Settlement is appealed and reversed or vacated by an appellate Court, then any monies contributed to the Common Fund under this Paragraph will be returned to the Defendant Settlement Class Members who made Settlement Payments into the Common Fund.

5. **Release.** Following payment of the Settlement Payment into the Common Fund by the Defendant Settlement Class Member, and payment of the assessments required by Paragraphs 8 and 9 below, and upon a Final Approval of the settlement by the Court

beyond the date for any appeals, the Defendant Settlement Class Member will receive a release from the Plaintiff Settlement Class.

6. **Payments to Plaintiff Class Members/Cy Pres/Plaintiffs' Attorney's Fees.** Will be paid and/or distributed in accordance with the Court's Order entered on May 5, 2016 (Dkt. no. 144), except that Civil Justice, Inc. and the Maryland Consumer Rights Coalition in Para. 15 of the Court's Order entered on May 5, 2016 shall be substituted with CASA of Maryland (increased to \$7,500<sup>00</sup>) and the Montgomery County Bar Foundation (increased to \$7,500<sup>00</sup>).

7. **Named Plaintiffs' Incentive Fee.** With the approval of the Court, Named Plaintiffs Pelz and Pelz-Butler will be paid an incentive fee from the Common Fund of \$5,000<sup>00</sup>. Named Plaintiff Yang shall not receive an incentive payment in connection with this settlement.

8. **Defendant Class Representative Attorney's Fees.** In addition to the Settlement Payment specified by Paragraph 4 above, each Defendant Settlement Class Member who does not opt out, will be assessed a proportionate amount to pay the fees and expenses of Defendant Class Representative's attorneys of record ("Defendant Attorney's Fee Assessment"). Defendant Class Representative is exempt from this assessment. The assessment cannot be waived or compromised without the approval of the Defendant Class Representative. After the expiration of the time to file any appeal of the judgment approving the Settlement, any Defendant Attorney's Fee Assessment still due and owing by any Defendant Settlement Class Member shall be reduced to a judgment in favor of the Defendant Class Representative against the Defendant Settlement Class Member, 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. Defendant's Class Counsel will be responsible to reimburse class members who have contributed to the payment of Defendant Class Attorney's fees. The fees will be reimbursed on a pro-rata basis. Defendant Class Representative's attorneys' fees will be submitted to the Court for approval, but if the Court does not approve the fees, as submitted, Defendant Class Representative may choose to void the agreement.

9. **Defendant Class Representative Fee.** In addition to the Settlement Payment specified by Paragraph 4 above, each Defendant Settlement Class Member who does not opt out, will be assessed a proportionate amount to pay Defendant Class Representative a Defendant Class Representative 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 Class ("Defendant Class Representative Fee"). After the expiration of the time to file any appeal of the judgment approving the Settlement, any Defendant Class Representative Fee still due and owing by any Defendant Settlement Class Member shall be reduced to a judgment in favor of the Defendant Class Representative against the Defendant Settlement Class Member, and shall carry post-judgment interest at the legal rate plus reasonable attorney's fees (at a rate of \$400 per hour) and expenses for collection. The Defendant Class Representative can apply his Defendant Class Representative Fee, as it is collected, as a set off against any unpaid portion of his contribution to the Common Fund (and

THE PROPOSED TERMS AND CONDITIONS OF SETTLEMENT, AS SET FORTH IN THIS TERM SHEET, ARE STRICTLY CONFIDENTIAL AND SUBJECT TO THE LIMITATIONS AND REQUIREMENTS OF MD. RULE 17-105

shall turn over to the Common Fund all Defendant Class Representative Fees collected under this Paragraph). However, if any portion of Defendant Class Representative's Settlement Payment still remains unpaid Eighteen (18) months after Final Approval of the Settlement, then Defendant Class Representative shall immediately pay into the Common Fund the entire remaining balance of his Settlement Payments without any further right of set off. If the Court does not approve the Fee as submitted, Defendant Class Representative may choose to void the agreement.

10. **Notice to the Defendant Class.** The Notice to the Defendant Class Members, mailed following Preliminary Approval of the Settlement, shall advise each Defendant Class Member of their settlement payment responsibilities under Paragraph. 4, 8 & 9.

11. **Opt-Outs.** If Defendant Absent Class Members who are associated with 70% or more of the tows in the Settlement Class opt out of the settlement, Defendant Class Representative will have the option to withdraw from the settlement.

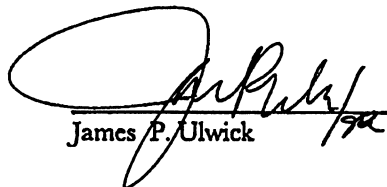
12. The parties agree that this is a fair and reasonable settlement.

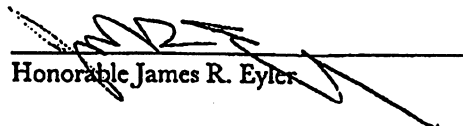
13. **Other Terms.** The Agreement of the Parties shall be memorialized in a formal Settlement Agreement which shall include additional terms necessary to effectuate the Agreement and seek and obtain approval of the Court under Md. Rule 2-231.

**FOR THE PLAINTIFFS AND THE  
CERTIFIED PLAINTIFF CLASS:**

  
Richard S. Gordon

**FOR DEFENDANTS AND THE  
CERTIFIED DEFENDANT CLASS:**

  
James P. Ulwick

  
Honorable James R. Eyer

QUAN-EN YANG, *et al.*  
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**ORDER**

UPON CONSIDERATION OF the Joint Status Report, Request for Status Conference and Joint Motion to Stay the Mailing of Notice to the Certified Defendant Class, and for good cause shown, it is this \_\_\_\_ day of August, 2017,

ORDERED that the Joint Motion to Stay the Mailing of Notice to the Certified Defendant Class is hereby GRANTED. The Plaintiffs shall hold off on mailing any notice to the certified Defendant Class in this case until the Parties have had an opportunity to address the issue with the Court.

IT IS FURTHER ORDERED that, as requested by the Parties, the Court shall hold a status conference on August \_\_\_\_\_, 2017 at \_\_\_\_\_ am/pm.

\_\_\_\_\_  
Honorable Ronald B. Rubin