

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.

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* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY, MD.
* Case No. 403885V
* TRACK VI
*
* Hon. Ronald B. Rubin,
* Specially Assigned
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**ORDER PRELIMINARILY APPROVING
SETTLEMENT AGREEMENT AND SETTING SCHEDULE**

Upon review and consideration of the Settlement Agreement (the “Settlement Agreement”) dated October 9, 2017, relating to claims of Named Plaintiffs Quan-en Yang (“Yang”), Mary Lois Pelz (“Pelz”) and Darcy Pelz-Butler (“Pelz-Butler”) (the “Representative Plaintiffs”) and the Plaintiff Settlement Class against the Named Defendant Bruce Patner t/a Patner Properties (“Representative Defendant”) and the Defendant Settlement Class, in *Yang, et al. v. G&C Gulf, Inc, d/b/a G&G Towing, et al.*, Case No. 403885-V pending in the Circuit Court for Montgomery County, Maryland (hereinafter the “Action”), and the Motion for Preliminary Approval filed by the Parties:

NOW, upon application of the Representative Plaintiffs and Representative Defendant, and good cause appearing, THIS COURT FINDS and ORDERS as follows:

1. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate, subject to further consideration thereof at the Final Approval Hearing described at Paragraph 15 of this Order.

2. The definitions set forth in the Settlement Agreement are hereby incorporated by reference into this Order.

3. 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 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").

4. 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 511 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").

5. In connection with the certification of the Plaintiff Settlement Class and Defendant Settlement Class, the Court FINDS as follows:

a. The Prerequisites of 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 representative will fairly and adequately protect the interests of the class.

2-231(a)(1) (numerosity): This Court finds that approximately: (a) 21,338 individuals meet the Plaintiff Settlement Class Member definition; and (b) 511 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.

2-231(a)(2) (commonality of facts or 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. As such, the Court finds the requirements of Md. Rule 2-231(a)(2) are satisfied for each of the settlement Classes.

2-231(a)(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 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.

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 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 Rule 2-231 (b):

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

Md. 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.

6. For the purpose of this preliminary approval and all matters relating to the Settlement Agreement, until further order of the Court, the Representative Plaintiffs Quan-en Yang, Mary Lois Pelz and Darcy Pelz-Butler shall be the Representatives of the Plaintiff

Settlement Class. Plaintiffs' counsel of record are appointed as counsel for the Plaintiff Settlement Class. The law firm representing the Class is:

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 Settlement Class.

7. For the purpose of this preliminary approval and all matters relating to the Settlement Agreement, until further order of the Court, Representative Defendant Bruce Patner t/a Patner Properties shall be the Representative of the Defendant Settlement Class. Defendants' counsel of record are appointed as counsel for the Defendant Settlement Class. The law firm representing the Class is:

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.

8. Given the complex nature of this lawsuit and its posture as both a Plaintiff and a Defendant class action, the Court hereby prohibits Class Counsel for both of the respective Settlement Classes from communicating, directly or indirectly, with any absent member(s) of the opposing Settlement Class (or their counsel).

9. Strategic Claims Services ("SCS") of Media, Pennsylvania, is hereby appointed as Escrow Administrator, as that term is defined and used in the Settlement Agreement, and is authorized and directed to supervise and administer the notice procedure as more fully set forth below.

10. Within thirty (30) calendar days of the entry of this Order, the Escrow Administrator, using the Plaintiff Settlement Class Member List and Defendant Settlement Class Member List compiled pursuant to the terms and procedures described in Paragraph 31(a) of the Settlement Agreement, shall:

A. Mail to all persons within the Plaintiff Settlement Class, via U.S. Mail, first-class delivery, a copy of the Postcard Notice in content substantially the same as set forth in the form attached to the Settlement Agreement as **Exhibit C**, in accordance with the procedures set forth herein. In compiling the Class Member List and updating their addresses for purposes of sending notice to the Plaintiff Settlement Class, the Escrow Administrator and Plaintiffs' Class Counsel may obtain and use personal information and data concerning the Plaintiff Settlement Class Members (including but not limited to personal information and data contained in state motor vehicle records) in accordance with the Driver Privacy Protection Act (DPPA), 18 U.S.C. §2721(b).

B. Mail to all members of the Defendant Settlement Class, via U.S. Mail, first-class delivery, a copy of the Notice in content substantially the same as set forth in the form attached to the Settlement Agreement as **Exhibit D**.

11. As part of the protocol for effecting notice to the Plaintiff Settlement Class, Plaintiffs' Class Counsel shall continue to publish and maintain the website *www.TowingClassAction.com*. The website shall contain, at a minimum, the Settlement Agreement, the Class Action Notices, the Complaint and a copy of this Order. In addition to *www.TowingClassAction.com*, Defendants' Class Counsel may establish and maintain their own website at their own expense in order to facilitate communications with Defendant Settlement Class Members.

12. The Court approves, as to form and content, the Notices as set forth in the form attached to the Settlement Agreement as **Exhibits B, C & D** and finds that the mailing and distribution of the Notice substantially in the manner and form set forth in Paragraph 10 of this Order meets the requirements of Rule 2-231 of the Maryland Rules of Civil Procedure and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Common Fund defined in Paragraph 19(i) the Settlement Agreement, shall pay the entire cost of preparing and mailing Class notices (by first-class mail, postage prepaid) including the costs of the Escrow Administrator consistent with and as limited by Paragraph 26 of the Settlement Agreement.

14. Prior to the hearing described in Paragraph 15 herein, Plaintiffs' Class Counsel shall serve and file a sworn statement of the Escrow Administrator evidencing compliance with the provisions of this Order concerning the mailing of the Class Notice.

15. A hearing (the "Final Approval Hearing") shall be held before the undersigned at 1:30 P.M. on January 4, 2018, in the Circuit Court for Montgomery County, Maryland, to consider the fairness, reasonableness and adequacy of the proposed Settlement Agreement, the entry of any final Order or Judgment in the case, petitions for attorneys' fees and for reimbursement of expenses by all Class Counsel, and other related matters. This hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

16. Class members shall be afforded an opportunity to request exclusion from the Class. Class members who timely and validly requests exclusion from the Class, by written notice of exclusion received by the Escrow Administrator not later than 45 days from the date of mailing of Notice, shall not participate in and shall not be bound by the Settlement Agreement. Any Defendant Class Member who timely and validly requests exclusion from the Defendant

Settlement Class shall remain a member of the Defendant Litigation Class certified by the Court on November 14, 2016. Dkt. No. 219.

17. Any member of either Class who does not timely and validly opt out in accordance with the requirements set forth in the notice provided to each Plaintiff and Defendant Class Member shall be bound by all determinations and judgments in this action concerning the Settlement Agreement, whether favorable or unfavorable.

18. Any Plaintiff and/or Defendant Settlement Class member may appear and show cause why the proposed Settlement Agreement should or should not be approved as fair, reasonable, and adequate; or why a judgment should or should not be entered thereon, or why attorneys' fees and expenses should or should not be awarded to Class Counsel in the amount requested, or why any award to either the Representative Plaintiffs or the Representative Defendant should not be made; provided, however, that no Class member or any other person shall be heard on or entitled to contest the approval of the terms and conditions of the proposed Settlement Agreement, unless 45 days from the date of mailing of Notice, that person has served written objections and copies of any papers and briefs upon Richard S. Gordon, as Lead Counsel for the Plaintiff Settlement Class, and James P. Ulwick, as Lead Counsel for the Defendant Settlement Class, and has filed said objections, papers, and briefs with the Clerk of the Circuit Court for Montgomery County. Any Class member who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed and barred from making any objection to the fairness or adequacy of the proposed Settlement Agreement, including, without limitation, the award of any attorney's fees and expenses to Class Counsel, and any award to either the Named Plaintiffs or the Representative Defendant.

19. Any Plaintiff and/or Defendant Settlement Class Member who timely and validly opts out of or excludes themselves from the Settlement, shall not be permitted, and shall have no standing to object to or commenting on any aspect of the Settlement Agreement as provided for in Paragraph 18 of this Order.

20. Within three business days following the expiration of the last date for requesting exclusion (the "Exclusion Date"), the Escrow Administrator shall:

a. Notify in writing Class Counsel for the Plaintiff and Defendant Settlement Classes regarding the names of Settlement Class members, if any, who request exclusion;

b. File with the Court a sworn statement listing all persons who have submitted timely requests for exclusion; and

c. Provide copies of all Requests for Exclusion received by it to Class Counsel for the Plaintiff and Defendant Settlement Classes. The originals of all Requests for Exclusion shall be retained by the Escrow Administrator unless and until such originals are delivered to Class Counsel following the Effective Date of the Settlement Agreement.

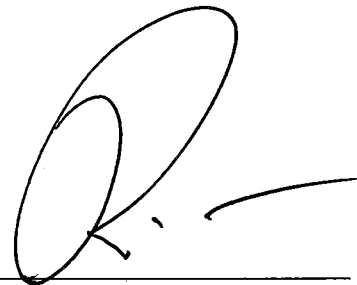
21. To effectuate the Settlement Agreement and the Notice provided for herein, the Escrow Administrator shall lease and maintain a post office box of adequate size. Notice to the Class shall designate said post office box for Requests for Exclusion and for all purposes of communicating with the Escrow Administrator. The Escrow Administrator shall be responsible for the receipt of all Requests for Exclusion and other written communications from Plaintiff and Defendant Settlement Class members and shall preserve all such communications until administration is complete or pursuant to Order of the Court. All written communications received from Plaintiff and Defendant Settlement Class members and all written responses to inquiries by Plaintiff and Defendant Settlement Class members relating to the Settlement Agreement shall be available at all reasonable times for inspection and copying by Plaintiff and

Defendant Settlement Class Counsel, subject to further Order of the Court if issues of privilege or confidentiality arise. Notice to Plaintiff and Defendant Settlement Class members shall designate the Escrow Administrator as the person to whom Requests for Exclusion shall be sent.

22. Response to any class member opposition, memoranda in support of the Settlement Agreement, petitions for attorneys' fees and reimbursement of expenses by Class Counsel, and requests for any class representative award shall be filed with the Clerk of the Court not later than seven (7) days before the hearing described in Paragraph 15.

23. All other events contemplated under the Settlement Agreement to occur after this Order and before the hearing described in Paragraph 15 shall be governed by the Settlement Agreement to the extent not inconsistent herewith.

Dated: October 10, 2017

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a horizontal line extending to the right.

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