

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

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**PLAINTIFFS’ SCHEDULING HEARING STATEMENT**

Plaintiffs, through their undersigned counsel, respectfully submit the following Scheduling Hearing Statement, in advance of the Scheduling Hearing in this case set for August 5, 2015.

**I. Nature of Controversy and Claims Asserted**

The Class Action Complaint in this case alleges violations of statutory and common law obligations governing the involuntary/nonconsensual towing of motor vehicles (also known as “trespass towing”) by Defendant G&C Gulf, Inc. d/b/a G&G Towing. Both Maryland’s Towing or Removal of Vehicles from Parking Lots Law, Md. Code Ann., Transp. §21-10A-01 *et seq.* (the “Maryland Towing Act”) and Montgomery County’s Tow Ordinances, Montgomery County Code, § 30C-1, *et seq.* (the “MC Tow Law”), provide significant protections and safeguards for consumers against predatory and illegal towing practices.

The facts of this case are straightforward. Named Plaintiff – Quan en Yang (“Dr. Yang”) – alleges that G&G Towing uniformly and consistently: (1) engages in predatory towing of vehicles; and then, (2) following the tow, holds the vehicles for ransom before permitting the rightful owners to “retake possession” of their vehicles as required by the law. Thus, the primary

issue for decision by this Court is whether G&G Towing may exercise a possessory or storage lien over the vehicles of Dr. Yang and the Class, which conditions release of the vehicles upon prior payment of all tow, storage and other fees. Although G&G Towing exercises a possessory lien in connection with their trespass tows, Maryland law does not create such a lien in favor of G&G Towing – either by statute or at common law. *T.R. Ltd. v. Lee*, 55 Md.App. 629 (1983); *see also* Md. Code Ann., Transp., §21-10A-05(a)(3).

In addition to Named Plaintiff's challenge to G&G Towing's possessory lien, the Named Plaintiff here also alleges, in connection with these trespass tows, that G&G Towing consistently: (a) fails to obtain the authorization from the parking lot owner before towing subject vehicles; (b) does not record the information required by Maryland law (Md. Code Ann., Transp., §21-10A-04 (5)); and (c) generally overcharges vehicle owners for towing, storage and other charges by tacking on a "credit card fee" that is not otherwise permitted under the law.

The result of G&G Towing practices – which have been the subject of numerous complaints, and news stories – are palpable. They not only victimized the individuals whose vehicles have been improperly towed and ransomed, but also threaten commerce throughout Maryland. Businesses in places where G&G Towing is active, like Montgomery County, lose countless customers who are unwilling to travel by car to do business where there is a "Wild West" towing practice and their car could disappear at any moment – and where they are forced to pay hundreds of dollars as a condition of retaking possession of their vehicle.

Named Plaintiff and the putative Class are the owners or authorized drivers of vehicles that were subject to trespass tows by G&G Towing and who were charged by and/or paid any fees to G&G Towing.

Accordingly, Plaintiffs have stated the following claims against G&G Towing in the original Complaint: (1) for violation of the Maryland Tow Act; (2) for violation of the MC

Tow Law; and, (3) for Money Had and Received/Unjust Enrichment. As a result of facts uncovered in discovery, prior to the Scheduling Hearing on August 5, 2015, Plaintiffs intend to amend the Complaint and add: (1) one or more new Defendants; and (2) claims under Maryland's Consumer Protection Act, Md. Code Ann., Comm. law §12-301, *et seq.* and common law (Trespass to Chattel and Conversion).

## **II. Damages and Other Relief Sought by Plaintiffs**

Dr. Yang was charged \$136.42 and paid this amount using a credit card. Class members were charged on average between \$132 and \$168 dollars per tow (though occasionally the fees exceeded \$1,000).

Under the original Complaint in this case, Plaintiffs seek statutory damages of treble the tow, storage and other fees incurred by the Named Plaintiff and putative Class members. In particular, the Maryland Tow Act, Md. Code Ann., Transp. § 21-10A-06 permits recovery as follows:

Any person who undertakes the towing or removal of a vehicle from a parking lot in violation of any provision of this subtitle:

- (1) Shall be liable for actual damages sustained by any person as a direct result of the violation; and
- (2) Shall be liable to the vehicle owner, a secured party, an insurer, or a successor in interest for triple the amount paid by the owner or the owner's agent to retake possession of the vehicle.

Recoverable damages under the MC Tow Law, § 30C-9(e), are "3 times the amount of any towing, release or storage fees charged."

Named Plaintiffs and the Class seek these damages as well as attorney's fees, costs, and pre-judgment interest.

**III. Minimum Demand Acceptable**

Plaintiffs are willing to enter into a class-wide settlement of this case that pays \$450 to each member of the Class, plus payment of attorney's fees, costs, and pre-judgment interest.

**IV. Witnesses**

Discovery in this case is still in its early stages and Plaintiffs are not sure of how many witnesses will be called in connection with their case. Plaintiffs, however, anticipate that they will call at least 15-20 witnesses, including two expert witnesses.

**V. Trial Time**

At this early stage of the case, Plaintiffs are not prepared to make an exact estimate of the trial time necessary to put on their case. However, Plaintiffs anticipate that their case will necessitate at least 8 days of trial time.

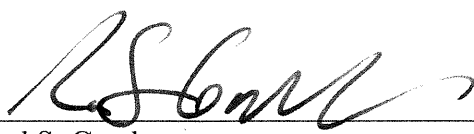
Respectfully submitted,

Dated: July 24, 2015

Richard S. Gordon  
[rgordon@GWCfirm.com](mailto:rgordon@GWCfirm.com)  
Benjamin H. Carney  
[bcarney@GWCfirm.com](mailto:bcarney@GWCfirm.com)  
GORDON, WOLF & CARNEY, CHTD.  
102 West Pennsylvania Ave., St. 402  
Baltimore, Maryland 21204  
(410) 825-2300  
(410) 825-0066 (facsimile)

Attorneys for Named Plaintiff and the Class

By:

  
Richard S. Gordon

**CERTIFICATE OF SERVICE**

I hereby certify, this 24th day of July 2015 that I served a copy of the foregoing Plaintiffs' Scheduling Hearing Statement by electronic and first-class mail, postage pre-paid, on the following:

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

  
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Richard S. Gordon