

SENT BY ORDER OF

THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

PLEASE TAKE NOTICE, that on October 10, 2017, the Circuit Court for Montgomery County preliminarily approved a Settlement Agreement between (i) Quan-en Yang, Mary–Lois Pelz and Darcy Pelz–Butler, as Named Representatives of a Plaintiff Class of people whose cars were towed from parking lots in Montgomery County between April 26, 2013 and June 23, 2017, and (ii) Bruce Patner, as Named Representative of a Defendant Class of property owners and managers in Montgomery County, who contracted with G&C Gulf, Inc. ("G&G Towing") for towing services.

**You are receiving this Notice because you have been identified as a Parking Lot owner or manager, who entered into a written contract with G&G Towing for towing services, which resulted in one or more vehicles being towed from a parking lot in Montgomery County, Maryland, between April 26, 2013 and June 23, 2017. That means you will be affected by the Settlement Agreement if the Court finally approves it. If the Settlement Agreement is approved, you will owe money to the Plaintiff Class, based on the number of tows from your Parking Lot(s), *unless* you take specific steps to exclude yourself from the Settlement Agreement.**

**It is very important that you read the following material and determine whether you want to object to the proposed Settlement Agreement, opt-out of the proposed Settlement Agreement, or do nothing. Pursuant to the Court's Order of October 10, 2017, you have until December 15, 2017 to object to the proposed settlement or opt-out of the proposed settlement. If you do nothing, you will be included in the Settlement Agreement and will owe money to the Plaintiff Class as set forth below.**

**The Circuit Court for Montgomery County, Maryland authorized this notice. This is not a solicitation from a lawyer.**

## SUMMARY OF INFORMATION CONTAINED IN THIS NOTICE

- This Notice concerns a pending Settlement Agreement in a lawsuit brought by a Plaintiff Class of people who were towed from particular parking lots in Montgomery County, Maryland against a Defendant Litigation Class of the approximately 500 property owners or managers of those parking lots. The Plaintiff Class claims that the towing company, G&C Gulf, Inc. ("G&G Towing"), violated its duties under state law (the Maryland Tow Act, Md. Code Ann., Transp. § 21-10A-01, *et seq.*) and the Montgomery County Towing Law (Montgomery County Code, § 30C-1, *et seq.*) and that the property owners or managers are jointly and severally liable for those violations under state and local law.
- The Plaintiff Class has already obtained a judgment against G&G Towing.
- On November 14, 2016, after significant litigation and discovery, the Circuit Court for Montgomery County found that all of the Parking Lot owners, managers and agents should be treated as a mandatory Defendant Class ("the Defendant Litigation Class") and, accordingly, entered an order certifying the Defendant Litigation Class under Md. Rule 2-231.
- The proposed Settlement Agreement resolves a portion of a lawsuit brought by the Plaintiff Class against the Defendant Litigation Class – specifically all claims arising out of the approximately 20,000 tows that occurred between April 26, 2013, and June 23, 2017. It does not resolve claims related to tows between April 16, 2012 and April 25, 2013. Claims related to those tows will continue to be litigated in the Circuit Court for Montgomery County, Maryland.
- As part of a Settlement Agreement to resolve the claims brought by the Plaintiff Class against the Defendant Litigation Class, if the Settlement Agreement is approved by the Court, each member of the Defendant Litigation Class that does not opt out ("the Defendant Settlement Class") will be required to pay the Plaintiff Class \$390 per tow that occurred between April 26, 2013, and June 23, 2017, plus a pro rata share of the Named Representative's attorneys' fees and incentive fee.
- Bruce Patner, as Named Representative of the Defendant Class, entered into this Settlement Agreement after making several unsuccessful challenges to the Plaintiff Class's claims, including a challenge to the Circuit Court's decision to certify a mandatory defendant class of Montgomery County property owners or managers, who had contracted with G&G Towing. The Settlement Agreement avoids the cost of continued litigation and the risk of treble damages on each individual tow.
- As part of this Settlement Agreement, Mr. Patner is requesting a class representative fee of \$54,000, to be paid on a pro rata basis among class members, according to their number of tows, and attorneys' fees of approximately \$350,000, to be paid on a pro rata basis among class members, according to their number of tows.
- You have forty-five (45) days to opt-out from, or object to, the Settlement Agreement. If you do nothing, you will be included in the Defendant Settlement Class and will owe money to the Plaintiff Class based on the number of tows from your parking lot during the class period.
- **Your legal rights are affected whether you act, or don't act. Read this notice carefully.**

**YOUR LEGAL RIGHTS AND OPTIONS IN CONNECTION WITH THIS AGREEMENT:**

<p><b>DO NOTHING</b></p>	<p><b>Stay in this lawsuit. Receive the benefits and burdens of the Settlement Agreement.</b> By doing nothing, you become a part of the Defendant Settlement Class and will become obligated to pay a sum of money, based on the number of tows that occurred from your parking lot between April 26, 2013 and June 23, 2017. In return, you will get a release from the Plaintiff Class on those tows and will not have to pay the full amount that Plaintiffs are currently seeking – three times the amount they paid to G&amp;G Towing plus damages from the loss of the use of their car or approximately \$1,000 per tow.</p>
<p><b>EXCLUDE YOURSELF</b></p>	<p>If you ask to be excluded from this Settlement Agreement, you will not participate in the agreement. However, you will remain a member of the mandatory Defendant Litigation Class that the Court certified in November 2016, and will be affected by whatever happens in the ongoing litigation. Additionally, you will be subject to Plaintiffs' claims for three times the amount they paid to G&amp;G Towing plus damages from the loss of the use of their car.</p>
<p><b>OBJECT</b></p>	<p>If you want to object to the Settlement Agreement, you must write to the Court and explain why you don't like the Settlement Agreement. If your objection is overruled, you will become a part of the Defendant Settlement Class. <b>IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT YOU ARE NOT PERMITTED TO ALSO OBJECT TO IT.</b></p>
<p><b>GO TO A HEARING</b></p>	<p>You may also attend a Fairness Hearing on the Settlement Agreement. If you do not exclude yourself from the settlement, you may ask to speak in Court about the fairness of any aspect of the Settlement Agreement if you would like to, but do not have to.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement Agreement.

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## BASIC INFORMATION

### 1. Why am I getting this Notice?

G&G Towing's records show that sometime between April 16, 2012 and June 23, 2017, G&G Towing towed a vehicle or vehicles from a parking lot owned or managed by you in Montgomery County, Maryland ("Parking Lot").

On November 14, 2016, the Court certified a mandatory defendant class of property owners and managers in Montgomery County, who had contracted with G&G Towing to remove cars from parking lots ("the Defendant Litigation Class"). The tows are all alleged to be "trespass tows," or tows where the vehicle owner is required to pay for the cost of the tow, instead of the business that authorized it. You have been identified as one of the members of the Defendant Litigation Class based on G&G Towing's records and the sworn testimony of G&G Towing at a deposition. Because you are a member of the Defendant Litigation Class, the proposed Settlement Agreement will affect you. You have a right to know about all of your options before the Court decides whether to approve the Settlement Agreement. If you do nothing and the Court approves the Settlement Agreement, and after objections and appeals are resolved, you will be deemed a member of the Defendant Settlement Class, and will be required to pay a sum of money based on the number of tows from your Parking Lot(s). Upon payment of the settlement amount, you will receive a release from the Plaintiff Class and will not be subject to any further claims with respect to those tows.

This notice explains the lawsuit, the Settlement Agreement, and your legal rights and options. You can find additional information at [www.TOWINGDEFENSECLASSACTION.com](http://www.TOWINGDEFENSECLASSACTION.com).

The Court in charge of the case is the Circuit Court for Montgomery County, Maryland, and the case is known as *Yang v. G & C Gulf, Inc. d/b/a G&G Towing, et al.*, Case No.: 403885-V.

The person who brings a lawsuit is called a "plaintiff," and the person she or he sues is called a "defendant." In this case, Quan-En Yang, and then Mary Lois Pelz and Darcy Pelz-Butler, brought a lawsuit on behalf of the Plaintiff Class and sued a Defendant Class of property owners and managers, who had contracted with G&G Towing for the removal of cars from their parking lots.

The lawsuit claims that G&G Towing – acting under contracts with Parking Lot Owners, Managers and/or Agents throughout Montgomery County – violated various duties set forth in Maryland's Towing or Removal of Vehicles from Parking Lots Law (Md. Code Ann., Transp. §21-10A-01 *et seq.* (the "Maryland Towing Act")), Montgomery County's Tow Ordinances (Montgomery County Code, § 30C-1, *et seq.* (the "MC Tow Law")), and the common law of Maryland, by: (a) requiring payment for the tow as a condition for recovery of the vehicle by the owner, thereby asserting and exercising a lien over vehicles involuntarily towed from private parking lots; (b) failing to secure and record information regarding the authorization and requests for towing of vehicles; and (c) generally overcharging vehicle owners for towing, storage and other charges by tacking on a "credit card fee" that is not otherwise permitted under the law. The lawsuit asserts that the Defendant Litigation Class

of property owners and managers are jointly and severally liable for G&G Towing's violations of state and local law. The MC Tow Law provides that property owners and managers are jointly liable with towing companies for any violation of the Ordinance.

The lawsuit relates to tows between April 16, 2012 and June 23, 2017. The proposed Settlement Agreement will resolve the claims related to tows between April 26, 2013 and June 23, 2017. Claims related to the tows between April 16, 2012 and April 25, 2013, will continue to be litigated in the Circuit Court for Montgomery County.

## 2. Why is this a Class Action?

In a typical class action, one or more people called Class Representatives or Named Representatives sue on behalf of people who have similar claims. Here, Quan-En Yang, Mary Lois Pelz and Darcy Pelz-Butler sued on behalf of approximately 28,000 people whose cars were towed from parking lots in Montgomery County. This case is unusual because it also includes a defendant class. The Defendant Litigation Class is made up of approximately 500 property owners and managers in Montgomery County, who contracted with G&G Towing to remove cars from their parking lots. The Plaintiff Class named Bruce Patner as the Named Representative of the Defendant Litigation Class. Mr. Patner did not volunteer for this role. On November 14, 2016, over Mr. Patner's objection, the Court certified a mandatory defendant class of property owners and managers in Montgomery County, who had contracted with G&G Towing to remove cars from parking lots ("the Defendant Litigation Class") and appointed Mr. Patner as the Named Representative for the Defendant Litigation Class. The Settlement Agreement, if approved, will resolve the issues for a significant portion of the tows at issue, except for (i) the tows of plaintiffs and defendants who exclude themselves from the Plaintiff Class or Defendant Settlement Class and (ii) tows from before April 26, 2013.

## 3. Why is there a Settlement Agreement to resolve the claims?

Since the Defendant Litigation Class was sued in April 2016, Mr. Patner, as Named Representative of the Defendant Litigation Class, has made several attempts to challenge the claims of the Plaintiff Class. Those efforts and the Court's rulings are described in more detail below. Because none of those challenges were successful, and because ongoing litigation is expensive and risks liability for the approximately \$1,000/tow that Plaintiffs contend is owed by Defendant Class Members as a result of the Judgment entered against G&G Towing in May 2016, the Named Representative and the attorneys think this Settlement Agreement is best for the members of the Defendant Litigation Class.

This case began as a single plaintiff's putative class action against a towing company, G&G Towing. Plaintiff Quan-En Yang filed the original Class Action Complaint in this matter on April 16, 2015 against G&G Towing, on behalf of "[a]ll persons whose vehicles were involuntarily/non-consensually towed by G&G from a Parking Lot since October 1, 2012 and from whom G&G collected payment" ("the Plaintiff Class"). He claimed that G&G Towing violated Maryland's and Montgomery County's towing laws and the common law in the course of towing cars owned by the members of the putative plaintiff class he

proposed to represent. Specifically he claimed that G&G Towing failed to obtain specific authorization from the owner of the parking lot before towing his car; that G&G Towing impermissibly exercised a possessory lien over his car when it required him to pay the applicable towing fees before returning his car; that G&G Towing failed to provide vehicle owners with required information regarding their rights and remedies under the Montgomery County Code; and that G&G Towing impermissibly included a credit card processing fee in the towing fees charged to vehicle owners who paid via credit card. For more information on what he claimed, see [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

On December 30, 2015, Plaintiff Yang, G&G Towing, and G&G Towing's owner entered into an agreement. That agreement provided for the entry of a \$22 million judgment against G&G Towing, but required G&G Towing to voluntarily pay only \$335,000 into a common fund. The Court entered the judgment the Agreement called for on May 5, 2016. For more information, see [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

On April 26, 2016, Dr. Yang filed a Second Amended Class Action Complaint that named Montgomery County property owner Bruce Patner as an additional defendant and as the Named Representative of a Defendant Class made up of the property owners and managers of the parking lots from which the cars of the members of the Plaintiff Class were towed. For more information, see [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

On July 5, 2016, Mr. Patner moved to dismiss the Third Amended Complaint because, among other things, it did not allege that Mr. Patner had been involved in any way in the towing of Plaintiff Yang's vehicle. Judge Rubin denied the motion on September 6, 2016. To see a complete copy of motion to dismiss, visit [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

On July 28, 2016, Dr. Yang filed a Fourth Amended Class Action Complaint, in which he named two additional plaintiffs, Mary Lois Pelz and Darcy Pelz–Butler. The Fourth Amended Complaint alleges that Ms. Pelz's car, which was being driven by Ms. Pelz–Butler, was towed from a property that Mr. Patner owns or manages. To see a complete copy of the Fourth Amended Complaint, visit [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

Mr. Patner, as Named Representative of the putative Defendant Class, moved to dismiss the Fourth Amended Complaint on September 15, 2016, for failure to state a claim. He also challenged the constitutionality of the Montgomery County Towing Ordinance, which imposes joint and several liability, as exceeding Montgomery County's authority to enact local laws under the Home Rule Amendment, Article XI–A of the Maryland Constitution. Judge Rubin denied Mr. Patner's motion to dismiss on October 19, 2016. For more information on what Mr. Patner argued, see [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

On August 12, 2016, plaintiffs moved to certify a defendant class consisting of:

All Parking Lot owners, managers and agents who entered into a written contract with G&G for the provision of trespass towing services which resulted in one or more vehicles being towed from the Parking Lot between April 16, 2012 and January 7, 2016.

Mr. Patner, on behalf of the Defendant Class, opposed the motion to certify. Among other things, Mr. Patner argued: that the certification of a defendant class in this case was a violation of due process; that a defendant class could not be certified because not all plaintiffs had claims against all putative defendants; that there were no grounds for a mandatory defendant class, that absent defendant class members should have the right to opt out of the case; and that he was not a proper class representative. For more information on the arguments advanced by both the Plaintiff Class and by Mr. Patner, see [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

The Court, however, disagreed with all of Mr. Patner's arguments and certified a defendant class by memorandum and order of November 14, 2016. The Court certified the defendant class as a mandatory, non-opt-out class under both Rules 2-231(b)(1)(A) and (b)(1)(B). This means that you, and the other businesses who contracted with G&G Towing, became members of the Defendant Litigation Class, and are affected by the lawsuit. For more information on the Court's ruling, see [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

Mr. Patner challenged the Circuit Court's decision to certify a defendant class by filing a petition for mandamus in the Court of Appeals of Maryland, seeking an Order directing the Circuit Court to reverse its certification decision. On March 24, 2017, the Court of Appeals denied Mr. Patner's petition for mandamus. For more information on the Court of Appeal's ruling and the arguments made to the Court of Appeals, see [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

Because the cost of continuing to defend against the Plaintiff Class's claims, including the costs of trial, would be substantial, and because none of his prior challenges had been successful, Mr. Patner, as the Named Representative of the Defendant Class, agreed to enter into mediation with the representatives of the Plaintiff Class. The Honorable James Eyler, a retired judge from the Court of Special Appeals, served as the court-appointed mediator and worked with the opposing parties for several weeks to arrive at the terms of the proposed Settlement Agreement. Given the risk and expense of ongoing litigation, the Named Representative and the attorneys think this Settlement Agreement is in the best interest of the members of the Defendant Litigation Class.

## **WHO IS COVERED BY THE SETTLEMENT AGREEMENT**

### **4. How do I know if my transaction is covered by the Settlement Agreement ?**

The Circuit Court for Montgomery County decided that everyone who fits this description is a member of the mandatory Defendant Litigation Class:

QUESTIONS? VISIT [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM)

*All Parking Lot owners, managers and agents who entered into a written contract with G&G for the provision of trespass towing services which resulted in one or more vehicles being towed from the Parking Lot between April 16, 2012 and January 7, 2016 (the "Defendant Litigation Class").*

The Settlement Agreement applies to a subset of the Defendant Litigation Class:

*The approximately 511 Parking Lot owners, managers and agents who are part of the Defendant Litigation 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.*

If you are receiving this Notice, then you have been identified as a member of the Defendant Litigation Class. You are affected by the Settlement Agreement if any of the tows from your Parking Lot occurred between April 26, 2013, and June 23, 2017. For additional information on the dates of the tows from your Parking Lot, you can review a database containing information about specific tows at [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

#### 5. Are there exceptions to being included?

Yes. If all of the tows from your Parking Lot occurred before April 26, 2013, then you are not affected by the Settlement Agreement.

#### 6. I am still not sure if I am included.

If you are still not sure whether you are included, you can call the attorneys representing the Defendant Class at 410-752-6030 and ask for someone working on the Towing Defense Class Action or visit [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM) for more information.

## THE TERMS OF THE SETTLEMENT AGREEMENT

#### 7. What does the Settlement Agreement provide?

Under the terms of the Settlement Agreement, each member of the Defendant Settlement Class will pay into a Common Fund \$390/tow that occurred between April 26, 2013, and June 23, 2017, from a Parking Lot owned or managed by the class member, plus a pro rata share of the Named Representative's attorneys' fees and representative fee. The pro rata share of attorneys' fees and the class representative fee will be determined by dividing the fees by the number of tows included in the settlement and multiplying by the number of tows attributed to a particular class member.

QUESTIONS? VISIT [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM)

By way of example, if you are responsible for 100 tows during the settlement period and a total of 15,000 tows are included in the settlement, you will be responsible for a total payment of \$41,693.33, which includes the following components:

Tows.	100 tows X \$390/tow	=	\$39,000.00
Representative Fee.	100/15,000 X \$54,000	=	\$360.00
Attorney's Fees.	100/15,000 X \$350,000	=	\$2,333.33
TOTAL			\$41,693.33

In return for the payment of the total settlement amount, you will receive a release from the Plaintiff Class concerning all tows between April 26, 2013 and June 23, 2017. This means that no member of the Plaintiff Class can pursue any further claims against you related to tows between April 26, 2013 and June 23, 2017, including their claims for three times the amount they paid to G&G Towing and damages related to the loss of the use of their car, or approximately \$1,000 per tow, which Plaintiffs contend is owed by Defendant Class Members, in part, as a result of the Judgment entered against G&G Towing in May 2016.

Claims related to tows before April 26, 2013, will remain pending in the Circuit Court. The Named Representative of the Defendant Class believes claims related to those tows are barred by the statute of limitations. Plaintiffs contend that those claims are proper and not time barred. Accordingly, claims related to tows from before April 26, 2013, will not be resolved by this proposed settlement.

You do not have to take any action to remain in the Class.

## 8. What am I giving up by staying in the Defendant Settlement Class?

Unless you exclude yourself, you will become a member of the Defendant Settlement Class. That means that you will have to pay an amount according to the calculation described above.

If you exclude yourself from the Defendant Settlement Class, you will still be a member of the mandatory Defendant Litigation Class that the Court certified on November 14, 2016, and your rights will be affected by that litigation as it continues.

### **EXCLUDING YOURSELF FROM THE AGREEMENT**

If you do not want to be a member of the Defendant Settlement Class, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the Class.

## 9. How do I get out of the Defendant Settlement Class and Settlement Agreement?

To exclude yourself from the Defendant Settlement Class and Agreement, you must send a letter by mail saying that you want to be excluded from *Yang v. G&G Towing*. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is received no later than **December 15, 2017** to:

*Yang v. G&G Towing* Exclusions  
c/o Strategic Claims Services  
P.O. Box 230  
Media, PA 19063

If you ask to be excluded, you cannot object to the Settlement Agreement. However, you will still be a member of the Defendant Litigation Class and will be affected by whatever happens in that litigation including potential liability in the full amount of Plaintiffs' claims, or approximately \$1,000 per tow.

## 10. If I don't exclude myself, can I object to the Settlement Agreement?

Yes. To object to the Settlement Agreement, you must send a letter by mail explaining why you object to the Settlement Agreement. Be sure to include your name, address, telephone number, and your signature. You must mail your objection so that it is received no later than **December 15, 2017** to:

*Yang v. G&G Towing* Objections

COURT	with copies to:	PLAINTIFF CLASS COUNSEL	DEFENDANT CLASS COUNSEL
Clerk of the Court		Richard S. Gordon	James P. Ulwick
Circuit Court for Montgomery County		Gordon, Wolf & Carney, Chtd.	Kramon & Graham, P.A.
50 Maryland Avenue		100 W. Pennsylvania Ave.	1 South Street, Suite 2600
Rockville, MD 20850		Suite 100	Baltimore, MD 21202
		Towson, MD 21204	

The Court will consider your objection at a hearing that you are allowed to attend. If the Court overrules your objection you will be included in the Defendant Settlement Class.

## 11. What happens If I exclude myself from the Settlement Agreement?

If you exclude yourself, you will not be part of the Defendant Settlement Class. However, you will still be part of the Defendant Litigation Class, which will continue to be litigated in the Circuit Court for Montgomery County.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in this case?

The Court appointed the law firm of Kramon & Graham, P.A., in Baltimore, Maryland to represent the Defendant Litigation Class, and appointed James P. Ulwick as Lead Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 13. How will the lawyers be paid?

As set forth above, under the proposed Settlement Agreement, the fees for Defense Class Counsel will be paid on a pro rata basis by the members of the Defendant Settlement Class based on the number of the tows attributed to each member of the Defendant Settlement Class and the total number of tows included in the Defendant Settlement Class.

## OBJECTING TO THE AGREEMENT

You can tell the Court that you do not like the Agreement or some aspect of it.

### 14. How do I tell the Court that I do not like the Settlement Agreement?

If you do not opt-out or exclude yourself from the Defendant Settlement Class, you can object to the Settlement Agreement if you do not like any aspect of it and the Court will consider your views. In your objection, you should give reasons why you think the Court should not approve it. To object, send a letter to the address below with a statement that you object to *Yang v. G&G Towing*. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Agreement. Mail the objection to the three places listed below so that it is received no later than **December 15, 2017**:

COURT	with copies to:	PLAINTIFF CLASS COUNSEL	DEFENDANT CLASS COUNSEL
Clerk of the Court		Richard S. Gordon	James P. Ulwick
Circuit Court for Montgomery County		Gordon, Wolf & Camey, Chtd.	Kramon & Graham, P.A.
50 Maryland Avenue		100 W. Pennsylvania Ave.	1 South Street, Suite 2600
Rockville, MD 20850		Suite 100	Baltimore, MD 21202
		Towson, MD 21204	

### 15. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement Agreement. You can object only if you stay in the Defendant Settlement Class, and if your objection is overruled and the Settlement Agreement is approved, you will be subject to the terms of the Settlement Agreement. By contrast, excluding yourself from the Settlement

Agreement is telling the Court that you do not want to be part of the Defendant Settlement Class. If you exclude yourself from the Defendant Settlement Class, you have no basis to object to the Settlement Agreement since you will not be a part of it; however, you will still be part of the Defendant Litigation Class and subject to the Plaintiff Class's claims for three times the amount they paid to G&G Towing plus damages from the loss of the use of their cars.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement Agreement. You may attend and you may also ask to speak, but neither is required.

### **16. When and where will the Court decide whether to approve the Settlement Agreement?**

The Court will hold a Fairness Hearing at 1:30 p.m. on January 4, 2018, at the Circuit Court for Montgomery County, 50 Maryland Avenue, Rockville, MD 20850, Courtroom 7B. At this hearing the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement Agreement. We do not know how long these decisions will take.

### **17. Do I have to come to the hearing?**

No, you do not have to attend the hearing, but you are welcome to come at your own expense. If you send an objection, you are not required to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

### **18. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating your "Notice of Intention to Appear in *Yang v. G&G Towing*, Case No. 403885V. Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received no later than December 15, 2017, and be sent to the Clerk of the Court, Plaintiff Class Counsel, and Defendant Class Counsel, at the three addresses listed above under question 10. You cannot speak at the hearing if you have excluded yourself (opted out) from the Defendant Settlement Class.

## **IF YOU DO NOTHING**

### **19. What happens if I do nothing at all?**

If you fit the definition of the Defendant Settlement Class and do nothing, you will be included in the Defendant Settlement Class. That means that if the Court approves the Settlement Agreement,

you will be required to make a payment to the Plaintiff Class. If you do not make the required payment, a judgment will be entered against you, and you may also be subject to interest and attorneys' fees. Once you make the required payment, you will receive a release from the Plaintiff Class for claims related to all tows between April 26, 2013 and June 23, 2017, and will not be at risk of paying the Plaintiff Class three times the amount they paid to G&G Towing or their additional damages.

## GETTING MORE INFORMATION

### 20. Are there more details about the Settlement Agreement?

This notice summarizes the proposed Settlement Agreement. A complete copy of the Settlement Agreement is available at [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM).

### 21. How do I get more information?

You can get additional information at [WWW.TOWINGDEFENSECLASSACTION.COM](http://WWW.TOWINGDEFENSECLASSACTION.COM), where you will find answers to common questions about the Settlement Agreement. If after reviewing the information there you still have questions, you can call the attorneys representing the Defendant Class at 410-752-6030, and ask to speak with someone working on the Towing Class Action.

### 22. How Does This Affect Me or My Business Specifically?

G&G Towing's database shows that G&G Towing removed \_\_\_ vehicles from Montgomery County parking lots owned or managed by you between April 26, 2013 and June 23, 2017. That means that you will need to pay \$390 x \_\_\_ or \_\_\_\_\_ plus a pro rata portion of the Attorneys' Fees and Representative Fee of the Defendant Settlement Class. The amount owed for the Attorneys' Fees and Representative Fee cannot be determined until the total number of tows included in the settlement is known. However, we expect the amount for these fees will be somewhere between  $(\# \text{ of your tows}/20,000) \times \$400,000$  and  $(\# \text{ of your tows}/6000) \times \$400,000$ .

SENT BY ORDER OF THE CIRCUIT COURT FOR MONTGOMERY COUNTY,  
MARYLAND.