

**If your vehicle was involuntarily towed from a private parking lot by G & C Gulf, Inc. d/b/a G&G Towing (“G&G Towing”) between April 26, 2013 and June 23, 2017, you could be part of a class action Agreement that affects your rights.**

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

- This proposed Class Action Settlement is the second time that the Circuit Court for Montgomery County, Maryland has considered a partial resolution of this class action. On May 5, 2016, as part of a Class Action Agreement to resolve the lawsuit, the Court entered judgment against a towing company – G&G Towing – in the amount of \$22 million finding that G&G Towing had violated a series of legal duties and engaged in predatory practices when it towed thousands of vehicles from Parking Lots across Montgomery County, Maryland. As a result of the Court’s ruling in 2016, G&G Towing – which voluntarily paid \$335,000 in partial satisfaction of the Judgment – has closed its doors and is no longer in operation. And in order to collect further on the Judgment, Plaintiffs brought additional defendants into the lawsuits. In particular, Plaintiffs sued all of the Parking Lot owners, managers and agents who had entered into contracts with G&G Towing (approximately 573 in all), alleging that they were jointly and severally liable for G&G Towing’s illegal activities.
- 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 Defendant Class and, accordingly, entered an order certifying the Defendant Class under Md. Rule 2-231.
- Through a proposed class action settlement, the Plaintiff Class (i.e., those persons whose vehicles were involuntarily towed) and the Defendant Class (i.e., the Parking Lot owners, managers and agents) have agreed to partially settle the class action lawsuit.
- In all, roughly 28,000 vehicles were involuntarily towed by G&G Towing between April 16, 2012 and June 23, 2017 – that is, the person whose vehicle was towed was parked in a private parking lot and did not request that G&G Towing tow the vehicle. The claims relating to approximately 21,338 of these tows – covering the time period April 26, 2013 through June 23, 2017 (the “Class Period”) – are resolved by the proposed class action settlement.

- Under the proposed settlement, Defendant Settlement Class Members will pay \$390<sup>00</sup> for each tow made from their Parking Lots during the Class Period. Thus, by way of example, if G&G Towing towed 20 vehicles from a shopping center Parking Lot owned, managed or operated by the “XYZ Corporation,” then, under the terms of the Settlement Agreement, XYZ will pay the Common Fund \$7,800<sup>00</sup> for the benefit of the Plaintiffs.
- The Settlement Agreement only resolves the claims of those Plaintiff Class Members whose vehicles were towed by Defendant, G&C Gulf. Inc. d/b/a/ G&G Towing between April 26, 2013 through June 23, 2017. Any persons whose vehicles were towed between April 16, 2012 and April 25, 2013 are not covered by this settlement but will continue to have their claims prosecuted through the class action lawsuit.
- Court-appointed lawyers for the Class will also ask the Court to approve attorney’s fees of up to 1/3 of all monies collected plus expenses, for investigating the facts, litigating the case, negotiating the Settlement Agreement and collecting on the Judgment; and Named Plaintiffs Mary Lois Pelz and Darcy Pelz-Butler will request the Court to approve an incentive payment of \$5,000<sup>00</sup> to be paid from the Common Fund for representing the class.
- The two sides disagree on how much, if any, money could have been won if the Plaintiff Class won a trial against the Defendant Class.
- Details of the background of the lawsuit, as well as all of the pleadings and other papers filed in the Circuit Court for Montgomery County, Maryland and specifics regarding the proposed settlement can be found at [www.TowingClassAction.com](http://www.TowingClassAction.com).
- Your legal rights are affected whether you act, or don’t act. Read this notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN CONNECTION WITH THIS AGREEMENT:</b> |   |
|---|---|
| <b>Do NOTHING</b>   | <p><b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b></p> <p>If you do nothing, you will remain a member of the Plaintiff Settlement Class and receive a payment from the Common Fund.</p> |

|                         |   |
|-------------------------|---|
| <b>EXCLUDE YOURSELF</b> | Get no settlement benefits. This is the only option that allows you to ever be part of any other lawsuit against the Parking Lot owner, manager and/or agent associated with the Parking Lot from which your vehicle was towed, about the legal claims in this case regarding the towing of your vehicle. |
| <b>OBJECT</b>           | Write to the Court about why you don't like the Agreement.  |
| <b>GO TO A HEARING</b>  | Ask to speak in Court about the fairness of the Agreement.  |

- 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.

**QUESTIONS? CALL 410-825-2300, OR VISIT [WWW.TOWINGCLASSACTION.COM](http://WWW.TOWINGCLASSACTION.COM)**

## WHAT THIS NOTICE CONTAINS

### **BASIC INFORMATION .....PAGE 5**

1. Why did I get a Postcard Notice in the mail?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement Agreement to resolve the claims in this case?

### **WHO IS COVERED BY THE AGREEMENT .....PAGE 6**

5. How do I know if my involuntary tow is covered by the Settlement Agreement?
6. Are there exceptions to being included?
7. Which Parking Lot owners, managers and agents are in the Defendant Class?
8. I'm still not sure if I am included in the Plaintiff Settlement Class.

### **WHAT YOU GET .....PAGE 7**

9. What does the Settlement Agreement provide?
10. What am I giving up to stay in the Plaintiff Settlement Class?

### **EXCLUDING YOURSELF FROM THE Agreement .....PAGE 9**

11. How do I get out of the Plaintiff Class and Settlement Agreement?
12. If I don't exclude myself, can I sue the owner(s), manager(s) and/or agent(s) of the Parking Lot from which my vehicle was towed by G&G Towing for the same thing later?
13. If I exclude myself, can I get benefits from the Settlement Agreement?

### **THE LAWYERS REPRESENTING YOU .....PAGE 10**

14. Do I have a lawyer in the case?
15. How will the lawyers be paid?

### **OBJECTING TO THE Agreement .....PAGE 10**

16. How do I tell the Court that I don't like the Settlement Agreement?
17. What's the difference between objecting and excluding?

### **THE COURT'S FAIRNESS HEARING .....PAGE 11**

18. When and where will the Court decide whether to approve the Settlement Agreement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?

### **IF YOU DO NOTHING .....PAGE 12**

21. What happens if I do nothing at all?

### **GETTING MORE INFORMATION .....PAGE 12**

22. Are there more details about the Settlement Agreement?
23. How do I get more information?

## BASIC INFORMATION

### 1. Why did I get a Postcard Notice in the mail?

G&G Towing's database records show that sometime between April 26, 2013 and June 23, 2017, your vehicle was towed by G&G Towing from a private parking lot in Montgomery County, Maryland. The tow was involuntary; that is, you did not request that G&G Towing tow your vehicle.

This notice explains that the Court has preliminarily allowed, or "certified," a class-action lawsuit that may affect you and also is considering a Settlement Agreement between the Plaintiff Class and a Defendant Class of Parking Lot owners, managers and agents to reimburse you for the monies that G&G Towing charged you in connection with the towing of your vehicle.

The Court required Plaintiffs' Class Counsel to send you the Postcard notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will provide the cash benefits that the settlement allows. You will be informed of the progress of the settlement.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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 persons who sued are called the Plaintiffs, and the companies they sued, G&G Towing, Bruce Patner t/a Patner Properties are called the Defendants.

### 2. What is this lawsuit about?

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.*) and the common law of Maryland, by uniformly and consistently: (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.

On May 5, 2016, the Circuit Court for Montgomery County, Maryland, after making Findings of Fact and Conclusions of Law, entered Judgment against G&G Towing for \$22 million.

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The lawsuit claims that G&G Towing and each of the Parking Lot owners, managers and/or agents that G&G Towing contracted with, are jointly and severally liable for G&G Towing's violations of the law.

### 3. Why is this a class action?

This case is a class action because it involves many parties – thousands of people whose vehicles were involuntarily towed by G&G Towing AND hundreds of Parking Lot owners, managers and/or agents who contracted with G&G Towing to execute the tows from their properties. Thus, this class action involves two opposing classes – a Plaintiff Class versus a Defendant Class.

Here, Plaintiff Class initially sued and obtained a \$22 million Judgment against the towing company, G&G Towing. Since G&G Towing did not have sufficient funds to pay the entire Judgment, it started to wind down its business operations in preparation for closing its doors. In an effort to recover as much of the Judgment as possible, Plaintiffs added a Defendant Class of Parking Lot owners, managers and/or agents to the lawsuit. G&G Towing's records show that these Defendant Parking Lot owners, managers and/or agents all contracted with G&G Towing for trespass towing services, and Plaintiffs have alleged that they are each jointly and severally liable for G&G Towing's illegal acts. The class representative for the Defendant Class is Bruce Patner t/a Patner Properties.

One court resolves the issues for all Class Members (both Plaintiff and Defendant Class Members), except for those who exclude themselves from the Class. The Circuit Court for Montgomery County, Maryland is in charge of this class action.

### 4. Why is there a Settlement Agreement to resolve the claims in this case?

The Court did not decide in favor of Plaintiffs or Defendants. The Plaintiffs think the Plaintiff Class could have recovered a substantial amount if the Plaintiff Class won at trial. The Defendant Class thinks the Plaintiff Class would not have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, both parties avoid the cost of a trial, and the people affected will get compensation and other benefits more quickly. The Class Representatives and the attorneys on both sides in this case (i.e., for both the Plaintiffs and Defendants) think the settlement is best for all Class Members.

## WHO IS COVERED BY THE SETTLEMENT AGREEMENT

### 5. How do I know if my involuntary tow is covered by the Settlement Agreement?

The Circuit Court for Montgomery County decided that everyone who fits this description is a Plaintiff Settlement Class Member:

*(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*

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*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 approximately 511 Parking Lots owned or managed by the members of the Defendant Class certified by the Circuit Court on November 14, 2016.*

## 6. Are there exceptions to being included?

No. Every person whose vehicle was towed involuntarily by G&G Towing between April 26, 2013 and June 23, 2017, from a private parking lot in Montgomery County, Maryland is in the Class. You do not have to take any action to remain in the Plaintiff Settlement Class.

## 7. Which Parking Lot Owners, Managers and Agents Are in the Defendant Class?

The Circuit Court for Montgomery County decided that everyone who fits this description, and does not opt-out from the Settlement, is a Defendant Settlement Class Member:

*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*

A complete list of Parking Lot owners, managers and/or agents who meet this description – 511 in all – is available for review available at [www.TowingClassAction.com](http://www.TowingClassAction.com).

## 8. I'm still not sure if I am included in the Plaintiff Settlement Class.

If you are still not sure whether you are included, you can ask for free help. You can call 410-825-2300 or visit [www.TowingClassAction.com](http://www.TowingClassAction.com) for more information.

# WHAT YOU GET

## 9. What does the Settlement Agreement provide?

### A. Payment of Money into the Common Fund

On average, Plaintiff Settlement Class Members paid between \$168<sup>00</sup> and \$178<sup>00</sup> to retake possession of their vehicle following the involuntary tow from the Parking Lot. To settle this

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lawsuit, the Defendant Settlement Class Members have agreed to pay into a Common Fund \$390<sup>00</sup> for each tow made from their respective Parking Lots, ***more than twice the amount of the average.***

Thus, by way of example, if G&G Towing towed 20 vehicles from a shopping center Parking Lot owned, managed or operated by the XYZ Corporation, then, under the terms of the Settlement Agreement, XYZ will pay the Common Fund \$7,800<sup>00</sup> for the benefit of the Plaintiffs. In turn, the Common Fund will be distributed to Plaintiff Class Members – using a formula approved by the Court – after deduction of any counsel fees and expenses and incentive fees approved by the Court, plus administrative costs. The exact amount that each Class member will receive is currently not known.

**B. Defendant Settlement Class Members will have an opportunity to “Opt Out” of the Settlement**

All Defendant Settlement Class Members will be provided notice of the proposed Settlement (like this one) and the Court will provide them an opportunity to exclude themselves from the Settlement. If any particular Defendant Settlement Class Member chooses to “opt out” of the Settlement, then that Class Member will not contribute ***at this time*** to the Common Fund under the formula set forth in the Settlement Agreement. However, the “opt out” does not mean that the Parking Lot owner, manager and/or agent is excluded from the underlying litigation; rather, any Defendant Settlement Class Member who “opts out” of the Settlement will continue as a Defendant Class Member in the underlying class action and may be adjudged liable to the Plaintiff Class in the future. As noted above, on November 14, 2016, the Circuit Court for Montgomery County found that all of the Parking Lot owners, managers and agents should be treated as a Defendant Class and, accordingly, entered an order certifying a Defendant Class under Md. Rule 2-231.

**C. If the Defendant Settlement Class Member who owns, manages or operates the Parking Lot from which my vehicle was involuntarily towed “opt outs” of the Settlement, will I still be paid?**

No decisions have yet been made on the formula and protocol for distributing the Common Fund to the Plaintiff Class under the Settlement Agreement. The Circuit Court will decide this issue after it considers the overall fairness and adequacy of the Settlement.

**D. Counsel Fees**

When the Court entered the \$22 million Judgment against G&G Towing in May 2016, the Court also approved a request that Plaintiffs’ Class Counsel receive 1/3 of the Common Fund as fees plus reimbursement of out-of-pocket costs. Since the purpose of this Settlement Agreement is to collect additional funds from the Parking Lot owners, managers and agents to satisfy that Judgment, Plaintiffs Class Counsel will again ask the Court to award 1/3 of the Common Fund as fees plus reimbursement of out-of-pocket costs.

**E. Incentive Award for Named Plaintiffs**

Plaintiffs’ Class Counsel will seek an incentive award for Named Plaintiffs Mary Lois Pelz and Darcy Pelz-Butler totaling \$5,000<sup>00</sup> to compensate them for their time devoted to the pursuit of this action.

**10. What am I giving up by staying in the Plaintiff Settlement Class?**

Unless you exclude yourself, you are staying in the Plaintiff Settlement Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against the owner(s), manager(s) and/or agent(s) of the Parking Lot from which your vehicle was towed by G&G Towing to the extent that the legal issues are the same as the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

**EXCLUDING YOURSELF FROM THE AGREEMENT**

If you don’t want to remain a Plaintiff Settlement Class Member and benefit from the Settlement Agreement, but you want to keep the right to sue or continue to sue the owner(s), manager(s) and/or agent(s) of the Parking Lot from which your vehicle was towed by G&G Towing, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the Plaintiff Settlement Class.

**11. How do I get out of the Plaintiff Class and Settlement Agreement?**

To exclude yourself from the Plaintiff Settlement Class and Settlement 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 postmarked 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 will not be eligible for any payments, and you cannot object to the Settlement Agreement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) the owner(s), manager(s) and/or agent(s) of the Parking Lot from which your vehicle was towed by G&G Towing, on your own, about the legal issues in this case, in the future.

**12. If I don’t exclude myself, can I sue the owner(s), manager(s) and/or agent(s) of the Parking Lot from which my vehicle was towed by G&G Towing for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Parking Lot owner(s), manager(s) and/or agent(s) for the claims that this Settlement Agreement resolves. If you have a pending lawsuit speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **December 15, 2017**.

### 13. If I exclude myself, can I get benefits from the Settlement Agreement?

No. If you exclude yourself, you cannot be part of the Agreement. But, you may sue, continue to sue, or be part of a different lawsuit against the Parking Lot owner(s), manager(s) and/or agent(s).

## THE LAWYERS REPRESENTING YOU

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

The Court appointed the law firm of Gordon, Wolf & Carney, Chtd., in Towson, Maryland to represent you and other Plaintiff Class Members as Class Counsel, and appointed Richard S. Gordon as Lead Class Counsel. Mr. Gordon is experienced in handling similar class action cases. More information about the law firm, its practice, and the lawyers' experience is available at [www.GWCfirm.com](http://www.GWCfirm.com).

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

When the Court entered the \$22 million Judgment against G&G Towing in May 2016, the Court also approved a request that Plaintiffs' Class Counsel receive 1/3 of the Common Fund as fees plus reimbursement of out-of-pocket costs. Since the purpose of this Settlement Agreement is to collect additional funds from the Parking Lot owners, managers and agents to satisfy that Judgment, Plaintiffs Class Counsel will again ask the Court to award 1/3 of the Common Fund as fees plus reimbursement of out-of-pocket costs.

## OBJECTING TO THE AGREEMENT

You can tell the Court that you don't like with the Agreement or some part of it.

### 16. How do I tell the Court that I don't like the Settlement Agreement?

If you're a Class Member, you can object to the Agreement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying 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 these three different places postmarked no later than **December 15, 2017**:

| COURT  | PLAINTIFFS' CLASS COUNSEL  | DEFENDANTS' CLASS COUNSEL  |
|--|--|--|
| Clerk of the Court<br>Circuit Court for Montgomery County<br>50 Maryland Avenue<br>Rockville, MD 20850 | Richard S. Gordon<br>Gordon, Wolf & Carney, Chtd.<br>100 W. Pennsylvania Ave.<br>Suite 100<br>Towson, MD 21204 | James P. Ulwick<br>Kramon & Graham, PA<br>1 South St.<br>Suite 2600<br>Baltimore, MD 21202 |

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

Objecting is simply telling the Court that you don't like something about the Agreement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Agreement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at 1:30 PM on Thursday, 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.

### 19. Do I have to come to the hearing?

No. But, you are welcome to come at your own expense. If you send an objection, you don't have 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 it's not necessary.

## 20. 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 saying that it is 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, Plaintiffs’ Class Counsel, and Defendants’ Class Counsel, at the three addresses in Question 16. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

## 21. What happens if I do nothing at all?

If you fit the Plaintiff Class Definition above and do nothing, you will still receive a settlement check from the Common Fund if the Court approves the Settlement. But, unless you exclude yourself, you will still be a Class Member, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against owner(s), manager(s) and/or agent(s) of the Parking Lot from which your vehicle was towed by G&G Towing about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

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

This notice summarizes the proposed Agreement. More details are in the Agreement itself. You can get a copy of the Agreement by writing to *Yang v. G&G Towing Lawsuit*, c/o Strategic Claims Services, P.O. Box 230, Media, PA 19063, or by visiting [www.TowingClassAction.com](http://www.TowingClassAction.com).

## 23. How do I get more information?

You can call 410-825-2300, write to *Yang v. G&G Towing Lawsuit*, c/o Strategic Claims Services, P.O. Box 230, Media, PA 19063, or visit [www.TowingClassAction.com](http://www.TowingClassAction.com), where you will find answers to common questions about the Agreement.

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