

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 16, 2012 and June 23, 2017, you could be part of a class action that affects your rights. This Notice addresses a proposed compromise of your claim.

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

- This proposed compromise of the Plaintiffs’ Claims is the third 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 (collectively “Parking Lot Owners”) 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 should be treated as a Defendant Class and, accordingly, entered an order certifying the Defendant Class under Md. Rule 2-231. In all, more than 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.
- On October 9, 2017, the Plaintiff Class (i.e., those persons whose vehicles were involuntarily towed) entered into a partial settlement of the class action with Defendant Class (i.e., the Parking Lot owners, managers and agents) that resulted in approximately 424 Parking Lot owners, managers and agents agreeing to pay roughly \$390 for each vehicle that was towed from the Parking Lots of Defendant Class members who took part in the settlement between April 26, 2013 and June 23, 2017 (the last day of operations for G&G Towing). Approximately 16,500 consumers benefited from this settlement (the “2017 Settlement”) which was approved by the Court on January 16, 2018.
- Following renewed litigation, the attorneys representing the Plaintiff Class decided that the best approach was to offer a settlement (a proposed compromise) to each of the remaining Defendant

Parking Lot Owners to provide them an avenue to avoid going to trial in this lawsuit. At the same time, making a settlement proposal to all of the members of the Defendant Class will also provide compensation for many of the remaining consumers who did not receive compensation from the 2017 Settlement. Thus, the idea is to offer the proposed compromise of all of the remaining claims to the Parking Lot Owners who can either take the proposed compromise (and settle their claims) or choose to continue in the litigation. The claims relating to more than 11,000 tows – covering the time period of April 26, 2013 through June 23, 2017 (the “Class Period”) – could be resolved by the proposed compromise.

- Under the proposed compromise, Plaintiff Class Counsel are asking the Court for authority to offer each member of the Defendant Class the opportunity to pay either \$400⁰⁰ (for each tow made from their Parking Lots between April 26, 2013 and June 23, 2017) or \$72⁰⁰ (for each tow made from their Parking Lots between April 16, 2012 and April 25, 2013 (the “First Year Tows”)) in full satisfaction of their liability in this lawsuit. If the Defendant Class member accepts the proposal – which it will do by paying the money owed under the proposed compromise of Plaintiffs’ Claims – the Defendant Class member will receive a Release and will no longer be part of the Defendant Class in the lawsuit. 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” – 10 between April 26, 2013 and June 23, 2017 and the other 10 during the First Year Tow period – then, under the terms of the proposed compromise, XYZ Corporation will be offered the opportunity to resolve all of the Plaintiffs claims against it by paying the Common Fund \$4,720⁰⁰ for the benefit of the Plaintiffs. If XYZ Corporation does so, it will receive a Release of all claims against it in this case and will no longer be a member of the Defendant Class in the lawsuit. Whether XYZ accepts the compromise, however, is entirely up to XYZ Corporation. If XYZ Corporation does not accept the proposed compromise, then it will continue in the lawsuit as a Defendant and the Court will later determine whether it is liable to the Plaintiff Class.
- Court-appointed lawyers for the Plaintiff 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 one of the Named Plaintiffs representing the Plaintiff Class – Matthew Lewis – will request the Court to approve an incentive payment of \$5,000⁰⁰ 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. The reason why the Plaintiffs’ proposed compromise of the First Year Tows (at \$72⁰⁰ per tow) is lower rather than that of the other tows (at \$400⁰⁰ per tow) is because the Defendant Class members have raised additional defenses for tows during that time period. And while the attorneys for the Plaintiff Class do not believe that the Defendant Class will win on those additional defenses, the risk raised by those defenses justifies the reduced recovery in this instance.
- 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.
- 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:	
DO NOTHING	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>If you do nothing, you will remain a member of the Plaintiff Settlement Class. By remaining a member of the Plaintiff Settlement Class you are giving Plaintiff Class Counsel authority to present this proposed compromise to the Parking Lot Owner corresponding to your tow. If the Parking Lot Owner corresponding to your tow accepts the proposed compromise and pays the Common Fund, you will receive a payment from the Common Fund.</p>
EXCLUDE YOURSELF	<p>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.</p>
OBJECT	<p>Write to the Court about why you don't like the Agreement.</p>
GO TO A HEARING	<p>Ask to speak in Court about the fairness of the Agreement.</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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 5-6
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 are the Plaintiffs' Counsel asking the Court for approval to compromise the claims in this case?	
WHO IS COVERED BY THE PROPOSED COMPROMISE	PAGE 6-7
5. How do I know if my involuntary tow is covered by the proposed compromise?	
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 7-8
9. What does the proposed compromise provide?	
10. What am I giving up to stay in the Plaintiff Settlement Class?	
EXCLUDING YOURSELF FROM THE PROPOSED COMPROMISE	PAGE 9-10
11. How do I get out of the Plaintiff Settlement Class and proposed compromise?	
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 proposed compromise?	
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 PROPOSED COMPROMISE	PAGE 10-11
16. How do I tell the Court that I don't like the proposed compromise?	
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 proposed compromise?	
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 proposed compromise?	
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 16, 2012 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 whether to approve a proposed plan put forth by Plaintiffs' Class Counsel to make a settlement demand on each and every member of the 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 the proposal that Plaintiff Class Counsel intends to make on behalf of all members of the Plaintiff Class, and about all of your options, before the Court decides whether to approve the proposed compromise. If the Court approves it, and the members of the Defendant Class accept it, an administrator appointed by the Court will provide the cash benefits that the proposed compromise provides. You will be informed of the progress of the settlement.

This notice explains the lawsuit, the proposed compromise, 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.

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 are the Plaintiffs' Counsel asking the Court for approval to compromise the claims in this case?

The Court did not decide in favor of Plaintiffs or Defendants. The Plaintiffs think the Plaintiff Class could recover a substantial amount if the Plaintiff Class win at trial. The Defendant Class thinks the Plaintiff Class will not win anything from a trial. But there has not yet been a trial. Instead, Plaintiffs want to make a settlement proposal to all of the members of the Defendant Class with the expectation that many, if not most of them, will want to resolve the claims on reasonable terms. If the Court approves the proposed compromise of the Plaintiff Class' claims and the Defendant Class members accept it, then 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 representing the Plaintiff Class think the settlement is best for all Class members.

WHO IS COVERED BY THE PROPOSED COMPROMISE

5. How do I know if my involuntary tow is covered by the Proposed Compromise?

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

- (1) Those individuals who were in the Plaintiff Class certified by the Court on May 3, 2016; plus
- (2) all those all persons whose vehicles, between January 8, 2016 and June 23, 2017, who were non-consensually towed by G&G Towing from one of the approximately 365 Parking Lots owned or managed by the members of the Defendant Class certified by the Circuit Court on November 14, 2016. Excepted from the 2019 Plaintiff Settlement Class are those persons who were members of the 2017 Plaintiff Settlement Class, unless the person was otherwise non-consensually towed by G&G Towing and the tow was not covered by the payment

provisions of the 2017 Defendant Class Settlement. (“2019 Plaintiff Settlement Class”).

Plaintiff Settlement Subclass A – First Year Tows

All individuals in the Plaintiff Class certified by the Court on May 3, 2016, whose vehicles were non-consensually towed by G&G Towing from one of the Parking Lots owned or managed by the members of Defendant Settlement Subclass A and Defendant Settlement Subclass B between April 16, 2012 and April 25, 2013.

Plaintiff Settlement Subclass B – Non-First Year Tows

All individuals in the Plaintiff Class certified by the Court on May 3, 2016, whose vehicles were non-consensually towed by G&G Towing from one of the Parking Lots owned or managed by the members of Defendant Settlement Subclass A and Defendant Settlement Subclass B between April 26, 2013 and June 23, 2017.

6. Are there exceptions to being included?

Yes. Excepted from Plaintiff Settlement Class (including Plaintiff Settlement Subclass A and Plaintiff Settlement Subclass B) are those persons who were included among the Plaintiff Settlement Class paid in connection with the 2017 Defendant Class Settlement.

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

All Parking Lot owners, managers and agents who are part of the Defendant Class certified by the Circuit Court on November 14, 2016 (Dkt. No. 219) that did not participate in the 2017 Defendant Class Settlement with respect of one or more tows from their Parking Lot.

A complete list of Parking Lot owners, managers and/or agents who meet this description – 365 in all – is available for review at 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 for more information.

WHAT YOU GET

9. What does the Proposed Compromise provide?

A. Payment of Money into the Common Fund

On average, Plaintiff Settlement Class members paid between \$168⁰⁰ and \$178⁰⁰ to retake possession of their vehicle following the involuntary tow from the Parking Lot. To settle this lawsuit with the members of the Defendant Class, Plaintiffs’ Class Counsel have proposed to the Court two different amounts depending upon when the tow occurred. In particular, Plaintiffs’ Class

Counsel believe that the following payments constitute a fair, adequate and reasonable compromise of the Plaintiff Class' claims: Defendant Class members pay \$400⁰⁰ for each vehicle towed from their Parking Lots between April 26, 2013 and June 23, 2017 and \$72⁰⁰ for each vehicle towed from their Parking Lots between April 16, 2012 and April 25, 2013 – *i.e.*, the First Year Tows. The reason why these time periods result in different payments is because the Defendant Class members assert an additional defense in connection with the First Year Tows. Namely, the Defendants assert that the First Year Tows are barred by the applicable statute of limitations. While the Plaintiffs disagree with the Defendants on this point, Plaintiffs believe that adjusting the payment for the First Year Tows is appropriate.

If the Court approves the proposed compromise, here's how this protocol will work: If G&G Towing towed 20 vehicles from a shopping center Parking Lot owned, managed or operated by the "XYZ Corporation" – 10 between April 26, 2013 and June 23, 2017 and the other 10 during the First Year Tow period – then, under the terms of this proposed compromise, XYZ will have the opportunity to settle the claims against it, and satisfy its liability in this case, by paying the Common Fund a total of \$4,720⁰⁰ for the benefit of the Plaintiffs. Following payment, XYZ will then receive a release from the Plaintiff Class of all the claims against it. The Court will then approve a formula for paying all of the Plaintiff Settlement Class members whose corresponding Parking Lot Owner, paid the Common Fund. The exact amount that each Class member will receive is currently not known.

B. Defendant Class Members will have an opportunity to choose whether they want to participate in the Settlement

Following approval by the Court, all Defendant Class members will be provided a communication (in a form and manner approved by the Court) advising them of the proposed compromise. The communication will advise each of the Defendant Class members: (1) that they may either accept or reject the proposed compromise; and (2) how much they would need to pay to the Common Fund in order to accept the proposed compromise. In considering whether to participate in the 2019 Compromise of Plaintiffs' Claims, members of the Defendant Class may only choose between settling with all of the Plaintiff Settlement Class members (as a package deal) or rejecting the compromise in its entirety; (3) that acceptance is perfected by paying the entire amount to the Common Fund within a specified period of time; (4) that upon receipt of their payment (and clearing of the funds), the Defendant Class member will receive a release from the Plaintiff Settlement Class; and (5) that if the proposed compromise is rejected (*i.e.*, not paid), the Defendant Class member shall remain a member of the Defendant Class certified by the Circuit Court on November 14, 2016.

C. If the Defendant Settlement Class member who owns, manages or operates the Parking Lot from which my vehicle was involuntarily towed chooses not to participate in 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 one of the Class Representatives – \$5,000⁰⁰— to compensate him for his 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 *if* the Court approves the proposed compromise and your corresponding Parking Lot Owner accepts the settlement. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE PROPOSED COMPROMISE

If you don't want to remain a Plaintiff Settlement Class member and benefit from the proposed compromise, 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 Proposed Compromise?

To exclude yourself from the Plaintiff Settlement Class and proposed compromise, 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 to be received no later than July 6, 2019 to:

Yang v. G&G Towing Exclusions
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 proposed compromise. 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 compromise 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 **July 6, 2019**.

13. If I exclude myself, can I get benefits from any settlement that results from the proposed compromise?

No. If you exclude yourself, you cannot receive any money from this lawsuit. 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.

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 the proposed compromise is to collect additional funds from the Parking Lot Owners 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 PROPOSED COMPROMISE

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

16. How do I tell the Court that I don't like the proposed compromise?

If you're a Class member, you can object to the proposed compromise 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 Proposed Compromise. Mail the objection to these three different places to be received no later than July 6, 2019

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

The Court will hold a Fairness Hearing at 2:30 PM on Friday August 2, 2019, at the Circuit Court for Montgomery County, 50 Maryland Avenue, Rockville, MD 20850. At this hearing, the Court will consider whether the proposed compromise 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 proposed compromise. 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 July 6, 2019, 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, and the Parking Lot Owner corresponding to your tow(s) accepts the proposed compromise, you will still receive a settlement check from the Common Fund if the Court approves the proposed compromise. 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 compromise, its purpose and protocol. You can obtain more information by visiting www.TowingClassAction.com.

23. How do I get more information?

You can call 410-825-2300, write to *Yang v. G&G Towing Lawsuit*, P.O. Box 230, Media, PA 19063, or visit www.TowingClassAction.com, where you will find answers to common questions about the Agreement.

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