

**Filed and Attested by the  
Office of Judicial Records  
28 FEB 2018 01:32 pm  
M. BRYANT**

"Commonwealth" or "Petitioner"), which has caused an investigation to be made into the business practices of George Smith Towing, Inc. (hereinafter "George Smith Towing" and/or "Respondent" and/or one of the "Respondents") and Anthony D'Angelo, individually and as owner and President of George Smith Towing, Inc. (hereinafter "D'Angelo" and/or "Respondent" and/or one of the "Respondents") pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (hereinafter the "Consumer Protection Law") and the *Towing and Towing Storage Facility Standards Act*, 73 P.S. § 1971, *et seq.* (hereinafter the "Tow Law"), and states the following:

**WHEREAS**, the Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, acting through the Bureau of Consumer Protection, with offices located at 1600 Arch Street, Suite 300, Philadelphia, Pennsylvania 19103; and Strawberry Square, 15<sup>th</sup> Floor, Harrisburg, Pennsylvania 17120;

**WHEREAS**, Respondent George Smith Towing, Inc. is registered as a Pennsylvania business corporation with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter "Corporations Bureau"), with its principal place of business located at 3103 South 61<sup>st</sup> Street, Philadelphia, Pennsylvania 19153;

**WHEREAS**, Respondent Anthony D'Angelo is the owner and President of George Smith Towing, Inc. and conducts business within the Commonwealth of Pennsylvania at 3103 South 61<sup>st</sup> Street, Philadelphia, Pennsylvania 19153.

### **BACKGROUND**

**WHEREAS**, Respondents engaged in trade and commerce within the Commonwealth of Pennsylvania by operating a towing and storage business;

**WHEREAS**, following an investigation into the Respondents' business practices, the Commonwealth alleges that the Respondents have engaged in conduct in violation of the Consumer Protection Law, the Tow Law, and local municipal ordinances as more fully set forth below:

1. Section 1971.3(e) of the Tow Law states:

(e) **Release of towed vehicle.**--Upon a request from the vehicle owner or a person authorized by the owner to regain possession, a tow truck operator or operator of a towing storage facility shall not refuse during the posted hours of operation to release a towed motor vehicle unless law enforcement has requested that the vehicle be held. Release shall be conditioned on the payment for towing, storage and related services. All charges shall be itemized and in writing. *Payment may be made with cash, a credit card from a common issuer or a check from an insurance company or authorized tower or salvor acting on behalf of the insurance company.*

(emphasis added) 73 P.S. § 1971.3(e).

2. According to Section 4 of the Tow Law, “[a] violation of this act is also a violation of the act of December 17, 1968 (P.L. 1224, No. 387) known as the Unfair Trade Practices and Consumer Protection Law.” 73 P.S. § 1971.4.

3. In certain instances, Respondents only accepted cash payments to release vehicles that had been towed and stored.

4. The City of Philadelphia has its own laws regarding towing under the Philadelphia Code, Section 9-605 (hereinafter the “Philadelphia Towing Law”).

5. According to the Philadelphia Towing Law, before a vehicle may be towed for being illegally parked from any licensed or unlicensed parking lot, from private property, from any common driveway or from in front of any driveway where the vehicle is blocking access to that driveway, Section 9-605(11)(a) of the Philadelphia Towing Law provides that no such tow is permitted unless the parking lot or private property has posted in a conspicuous place near its



entry which can be easily seen by the public appropriate signs as required by the Philadelphia Towing Law.

6. According to Section 9-605(11)(b), no towing company may charge more than the amounts set forth in Sections 9-605(11)(b)(.1) through (.3) for towing and storage of a vehicle pursuant to Section 9-605(11) of the Philadelphia Towing Law.

7. According to the Philadelphia Towing Law at Section 9-605(11)(d), no vehicle shall be hooked, towed, or handled in any manner under Section 9-605(11) of the Philadelphia Towing Law until the towing company has notified the Philadelphia Police Department that the vehicle is to be towed, and has received confirmation from the Philadelphia Police Department as to the vehicle's status.

8. According to the Philadelphia Towing Law at Section 9-605(11)(e), prior to towing a vehicle under Section 9-605(11) of the Philadelphia Towing Law, the towing company shall take digital photographs that clearly show the following: (.1) the vehicle's license plate; (.2) the violation for which the vehicle is being towed; and (.3) the posted sign identifying that unauthorized parking is prohibited where the vehicle is parked, and that unauthorized vehicles will be towed. Prior to accepting payment for the towing and storage, the towing company shall provide, without charge, a printed copy of the photographs to the owner or agent of the owner, when that person claims the vehicle. Photographs shall be retained by the towing company for at least sixty (60) days or until the vehicle is claimed, whichever is later.

9. According to the Philadelphia Towing Law at Section 9-605(11), licensed towing companies must have the prior written permission of the owner or other person in lawful possession of the property, or of a designated agent of such person, prior to towing from or in front of such property.

10. According to the Philadelphia Towing Law at Section 9-605(3)(e)(.8), every towing company shall, as a condition to the retention of the license, accept credit cards and debit cards and insurance company checks in full payment of all fees listed in the fee schedule filed in accordance with Section 9-605(3)(c)(.6)...”.

11. Respondents towed cars in some instances where signs were not clearly and conspicuously displayed and/or were confusing to vehicle owners.

12. On some occasions, Respondents signs were located in obscure locations. For example, on one occasion, a sign was located in a bucket inside a fenced in lot and, at times, the sign was removed from plain sight causing vehicle owners to unknowingly park illegally.

13. On some occasions, Respondents towed cars from public streets that were not blocking access to driveways, not parked in a prohibited manner or otherwise illegally parked.

14. On at least one occasion, Respondents charged a vehicle owner in excess of the amount represented to vehicle owners on a sign posted at the location of the tow.

15. The Commonwealth believes that Respondents charged consumers excessive towing and storage fees in violation of the amounts set forth in Sections 9-605(11)(b)(.1) through (.3) of the Philadelphia Towing Law.

16. On at least one occasion, Respondents failed to notify the Philadelphia Police Department when Respondents towed vehicles that were allegedly illegally parked or parked in a prohibited manner.

17. In some instances, Respondents failed to maintain photographs of the scene where the cars were towed as required by Section 9-605(11)(e) of the Philadelphia Towing Law.

18. In some instances, the written contracts between the Respondents and the property owners were dated after the date in which the tow took place.

19. In some instances, Respondents damaged consumers' vehicles while towing them.

20. Respondents represented to consumers that they could only pay in cash and in one instance, displayed a sign that read, "Cash Only, No Exceptions."

**WHEREAS**, the aforesaid acts and practices constitute "unfair methods of competition" and/or "unfair or deceptive acts or practices," as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Sections 201-2(4)(ii), (v), and (xxi) as follows:

1. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, 73 P.S. § 201-2(4)(ii);

2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, 73 P.S. § 201-2(4)(v); and

3. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, 73 P.S. § 201-2(4)(xxi).

**WHEREAS**, Respondents agree to cease and desist from violating the Consumer Protection Law and the Tow Law; and desires to comply with the civil laws of the Commonwealth of Pennsylvania.

**WHEREAS**, under Section 201-5 of the Consumer Protection Law, this Assurance of Voluntary Compliance shall not be considered an admission of a violation for any purpose.

**WHEREAS**, this Assurance of Voluntary Compliance (hereinafter "Assurance") is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law in lieu of commencing statutory proceedings under Section 201-4 of the Consumer Protection Law. 73 P.S. §§ 201-4, 201-5.

#### **SETTLEMENT TERMS**



**NOW THEREFORE**, having conducted trade or commerce within the Commonwealth of Pennsylvania, Respondents George Smith Towing, Inc. and Anthony D'Angelo agree for themselves, their successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

**I. The above recitals are incorporated herein as though fully set forth.**

**II. Injunctive and Affirmative Relief**

A. Respondents SHALL fully comply with any and all provisions of the Consumer Protection Law and any amendments thereto; and, SHALL be permanently enjoined from any violation thereof.

B. Respondents SHALL fully comply with any and all provisions of the Tow Law and any amendments thereto; and, SHALL be permanently enjoined from any violation thereof, including, but not limited to, accepting payment made with cash, a credit card from a common issuer or a check from an insurance company or authorized tower or salvor acting on behalf of the insurance company as required by Section 1971.3(e) of the Tow Law. 73 P.S. § 1971.3(e).

C. Respondents SHALL, when operating in the City of Philadelphia, fully comply with any and all provisions of the Philadelphia Towing Law.

D. Respondents SHALL, when operating in the City of Philadelphia, charge fees in accordance with Section 9-605(11)(b) of the Philadelphia Towing Law.

E. Respondents SHALL, when operating in the City of Philadelphia, accept the various forms of payment set forth in Section 9-605(3)(e)(.8) of the Philadelphia Towing Law.

F. Respondents SHALL NOT tow a vehicle under section 9-605(11) of the Philadelphia Towing Law, when operating in the City of Philadelphia, unless the parking lot or

private property has posted a sign, in a conspicuous place, near its entry which can be seen by the public in the manner prescribed by Section 9-605(11)(a) of the Philadelphia Towing Law.

G. Respondents SHALL, when operating in the City of Philadelphia, notify the Philadelphia Police Department and receive confirmation as to the vehicle's status as required by Section 9-605(11)(d) of the Philadelphia Towing Law prior to any vehicle being hooked, towed, or handled in any manner under Section 9-605(11) of the Philadelphia Towing Law.

H. Respondents SHALL, when operating in the City of Philadelphia, obtain prior written permission of the owner or other person in lawful possession of the property, or of a designated agent of such person, prior to towing from, or in front of, such property as required by Section 9-605(11) of the Philadelphia Towing Law.

I. Respondents SHALL, when operating in the City of Philadelphia, take digital photographs, prior to towing a vehicle under Section 9-605(11) of the Philadelphia Towing Law in a manner prescribed by Section 9-605(11)(e) of the Philadelphia Towing Law, that clearly shows the following: (.1) the vehicle's license plate; (.2) the violation for which the vehicle is being towed; and (.3) the posted sign identifying that unauthorized parking is prohibited where the vehicle is parked, and that unauthorized vehicle will be towed.

J. Respondents SHALL, when operating in the City of Philadelphia, provide, without charge, a printed copy of the photographs to the owner or agent of the owner, before accepting payment for the towing and storage, when that person claims the vehicle, as required by Section 9-605(11)(e) of the Philadelphia Towing Law.

K. Respondents SHALL NOT, when operating in the City of Philadelphia, dispose of any photograph pursuant to Section 9-605(11)(e), that is taken prior to towing a vehicle under



Section 9-605(11) of the Philadelphia Towing Law, for at least (60) days or until the vehicle is claimed, whichever is later.

L. Respondents SHALL NOT, in the future, engage in conduct which violates the Consumer Protection Law, and any future amendments thereto, specifically including, but not limited to:

1. Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law, 73 P.S. § 201-2(4)(ii);

2. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have, as prohibited by Section 201-2(4)(v) of the Consumer Protection Law, 73 P.S. § 201-2(4)(v);

3. Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

### **III. Monetary Relief.**

A. Respondents George Smith Towing, Inc. and Anthony D'Angelo shall be liable for and shall pay to the Commonwealth a total payment in the amount of Thirteen Thousand Seven Hundred Fifty-Six and 56/100 Dollars (\$13,756.56), (hereinafter the "Required Payment"), which shall be allocated as follows:

1. **Restitution:** Respondents hereby acknowledge and agree to pay and be liable for the payment of Five Thousand Seven Hundred Fifty-Six and 56/100 Dollars (\$5,756.56) as restitution to the Commonwealth of Pennsylvania, Office of Attorney

General, to be distributed by the Commonwealth for restitution to consumers who have submitted complaints against Respondents to the Commonwealth and/or to those consumers who have been harmed by Respondents' business practices. The amount, timing and manner of distribution of Restitution shall be within the sole discretion of the Commonwealth.

2. **Civil Penalties**: Civil penalties in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), which shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury.

3. **Public Protection and Education Purposes**: Costs of investigation in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

B. **Payment Terms**: Respondents agree to pay the Restitution, Civil Penalties and Costs, referenced in Paragraph III(A), above, payable to the Commonwealth of Pennsylvania, as follows:

1. By making an initial payment of Five Thousand and 00/100 Dollars (\$5,000.00) upon execution of this Assurance;

2. By making eight (8) monthly payments, each in the amount of One Thousand and 00/100 Dollars (\$1,000.00) per month;

3. By making a final payment in the amount of Seven Hundred Fifty-Six and 56/100 Dollars (\$756.56);

4. The payments due under Paragraphs B(2) and (3), above, shall commence within thirty (30) days of the Effective Date;

5. Each payment, subsequent to the initial payment under Paragraph B(1), above, must be received by the Commonwealth on or before the thirtieth (30<sup>th</sup>) day from which the immediately preceding payment was made;

6. Payment shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, and forwarded to Saverio P. Mirarchi, Senior Deputy Attorney General, Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, 15th Floor Strawberry Square, Harrisburg, Pennsylvania 17120.

C. Respondents acknowledge that there may be additional consumers who have been harmed by the conduct cited herein and who have not submitted complaints with the Bureau of Consumer Protection; and, Respondents agree to pay restitution in addition to that set forth in Paragraph III(A)(1), above, as follows (hereinafter "Additional Restitution"):

1. Respondents shall also pay Additional Restitution, consistent with Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1, to any consumer who submits a claim or complaint to Respondent or the Commonwealth within sixty (60) days of the filing of this Assurance, and:

a. who submits a claim or complaint that asserts that he or she was harmed due to the conduct of Respondents as described herein above;

b. who provides adequate documentation which supports his or her claim or complaint; and

c. whose claim is validated by the Commonwealth.



2. Any Additional Restitution request that is postmarked by the sixtieth (60<sup>th</sup>) day after the Effective Date of this Assurance, as defined herein below, shall be deemed timely.

3. The Commonwealth will provide Respondents with copies of all claims received;

a. Respondents agree to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents requested by the Commonwealth, within twenty (20) days of the request, with regard to any consumers who submit complaints within the aforementioned sixty (60) day period;

b. Respondents may supply the Commonwealth with any written response it wishes to make to the specific consumer complaints received;

c. Respondents agree that Additional Restitution shall be paid to the Commonwealth for consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by conduct of Respondents which occurred prior to the signing of this Assurance and which constituted violations of the Consumer Protection Law, the Tow Law or the Philadelphia Towing Law;

d. The determination of whether a consumer shall receive Additional Restitution hereunder, the amount of any such restitution to be paid to such consumer, and the timing and manner of payments, shall be within the sole discretion of the Commonwealth;

4. The Commonwealth will provide Respondents with a list of validated claims submitted by consumers who are entitled to Additional Restitution hereunder, after which:

a. Respondents agree to pay the amounts of Additional Restitution to the Commonwealth within ten (10) days of the Commonwealth submitting the list of validated complaints to the Respondents.

**D. Default**

1. In the event that more than one (1) of the required monthly payments for Restitution, Civil Penalties and Costs under Paragraph III(B)(2) and (3) are overdue and outstanding, regardless of whether such failures to pay are for consecutive months; or in the event the amount of Additional Restitution due under Paragraph III(C), if any, is overdue and outstanding, then the Commonwealth will notify Respondents in writing that they are in default of the required payment obligations under this Assurance. The Commonwealth will not be required to give such written notice to anyone other than Respondents, and their attorney as noted below, at the following address and such written notice need only be sent by regular first class U.S. mail, postage prepaid addressed to:

Anthony D'Angelo  
George Smith Towing, Inc.  
3103 South 61<sup>st</sup> Street  
Philadelphia, Pennsylvania 19153

and

Benjamin J. Simmons, Esquire  
DeFino Law Associates, P.C.  
2541 South Broad Street  
Philadelphia, Pennsylvania 19148  
*Attorney for Respondents*

2. If such written notice is returned to the Commonwealth without an indication of a forwarding address then it will still be deemed sufficient notice. If it is returned with a forwarding address, the Commonwealth will forward it to such address.

3. There will be no further requirements for the Commonwealth to notify Respondents of a default regarding the payment obligations hereunder, and there will be no notice requirements whatsoever with regards to a default by Respondents which relate to any requirement under this Assurance other than the monthly payment requirements as specifically noted herein. Respondents may notify the Commonwealth of a new address to send such written notice, however, the Commonwealth must be so informed by Respondents in writing via certified U.S. mail, return receipt requested at the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, 1600 Arch Street, Suite 300, Philadelphia, Pennsylvania 19103 and Strawberry Square, 15<sup>th</sup> Floor, Harrisburg, Pennsylvania 17120.

4. In the event that the full amounts of any and all outstanding Restitution, Civil Penalties, Costs or Additional Restitution which is then overdue, under Paragraphs III(A), III(B) or III(C), are not received by the Commonwealth within ten (10) business days after such written notice is mailed by the Commonwealth to Respondents, as noted above, then the full amount of Restitution, Civil Penalties and Costs in the amount of Thirteen Thousand Seven Hundred Fifty-Six and 56/100 Dollars (\$13,756.56) (less any amounts previously paid by Respondents to the Commonwealth hereunder), and Additional Restitution, if any, shall immediately become due and payable to the Commonwealth.



5. If Respondents shall be deemed to be in default under any of the terms of this Assurance, the Commonwealth shall have the right, at any time, to execute upon said Restitution, Civil Penalties, Costs and Additional Restitution amounts against Respondents including, but not limited to, the right to seize and sell any and all property acquired and/or owned by Respondents. A payment will be deemed overdue if the Commonwealth does not receive the required monthly payment within ten (10) days of its due date.

6. Respondents shall have the right to pre-pay the full amount or any portion of the amount due and outstanding without penalty.

**IV. Miscellaneous Terms.**

A. The Court of Common Pleas of Philadelphia County shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondents for the purpose of enforcing its terms.

B. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any right of action by a consumer or a local, state, federal, or other governmental entity.

C. Time shall be of the essence with regards to Respondents' obligations hereunder.

D. Respondents further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance of Voluntary Compliance, whether required prior to, contemporaneous with or subsequent to the Effective Date, as defined herein.

E. Respondent Anthony D'Angelo is the owner and President of George Smith Towing, Inc., and hereby states that he is authorized to enter into and execute this Assurance on

its behalf; and, further agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance.

F. Respondents understand and agree that if Respondents have made any false statement in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

G. This Assurance of Voluntary Compliance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance of Voluntary Compliance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

H. This Assurance of Voluntary Compliance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Assurance of Voluntary Compliance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance of Voluntary Compliance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

I. Respondents agree by the signing of this Assurance of Voluntary Compliance that Respondents shall abide by each of the aforementioned provisions and that the breach of any one of these terms shall be sufficient warrant for the Commonwealth of Pennsylvania to seek

penalties provided for under Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary or proper.

J. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

K. The Effective Date of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

L. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and the Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

M. Respondents shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondents' past or current business practices, efforts to improve their practices, or any future practices that Respondents may adopt or consider adopting.

WITNESSETH, that the parties, intending to be legally bound, have hereto set their hands and seals:

**(Signatures appear on the following pages)**



**FOR THE PETITIONER:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
*Attorney General*

Date: 2-28-18


By:

  
SAVERIO P. MIRARCHI  
*Senior Deputy Attorney General*  
Attorney I.D. #88616  
Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
1600 Arch Street, Suite 300  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494  
[smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov)

**FOR THE RESPONDENTS:**

ANTHONY D'ANGELO, individually


Date: 2/15/18

  
\_\_\_\_\_  
ANTHONY D'ANGELO, individually


GEORGE SMITH TOWING, INC.

Date: 2/15/18

By:

  
\_\_\_\_\_  
ANTHONY D'ANGELO, Owner and President  
George Smith Towing, Inc.

Date: 2/15/18

  
\_\_\_\_\_  
BENJAMIN J. SIMMONS, ESQUIRE  
DeFino Law Associates, P.C.  
2541 South Broad Street  
Philadelphia, Pennsylvania 19148  
*Attorney for Respondents*

**CORPORATE RESOLUTION**  
**RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF**  
**GEORGE SMITH TOWING, INC.**

The Board of Directors of George Smith Towing, Inc. met on the 15<sup>th</sup> day of February, 2018 and approved the following resolution:

RESOLVED, that Anthony D'Angelo, owner and President of George Smith Towing, Inc., is hereby authorized and empowered on behalf of George Smith Towing, Inc., to enter into an Assurance of Voluntary Compliance on behalf of George Smith Towing, Inc., with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance attached hereto and made a part hereof.

Filed with and attested to by the Secretary of the Corporation, this 15<sup>th</sup> day of February, 2018.

  
\_\_\_\_\_  
Secretary

[CORPORATE SEAL]





Philadelphia, Pennsylvania 19148  
[bsimmons@definolawyers.com](mailto:bsimmons@definolawyers.com)  
*Attorney for Respondents*

Date: 2-28-18

By:



SAVERIO P. MIRARCHI  
*Senior Deputy Attorney General*  
Attorney I.D. #88616  
Commonwealth of Pennsylvania  
Office of Attorney General  
Bureau of Consumer Protection  
1600 Arch Street, Suite 300  
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215-560-2414  
*Attorney for Petitioner*