

PHILADELPHIA COURT OF COMMON PLEAS  
**PETITION/MOTION COVER SHEET**

**CONTROL NUMBER:**  
 20021955  
**(RESPONDING PARTIES MUST INCLUDE THIS NUMBER ON ALL FILINGS)**

| FOR COURT USE ONLY  |                                     |
|---|-------------------------------------|
| ASSIGNED TO JUDGE:  | ANSWER/RESPONSE DATE:<br>03/05/2020 |
| Do not send Judge courtesy copy of Petition/Motion/Answer/Response.<br>Status may be obtained online at <a href="http://courts.phila.gov">http://courts.phila.gov</a> |                                     |

February Term, 2018  
 Month Year  
 No. 02951

COM OF PA, OFFICE OF ATTORNEY GENERAL,  
 BUR. OF CON

Name of Filing Party:  
 COM OF PA OFFICE OF ATTORNEY GENE

**INDICATE NATURE OF DOCUMENT FILED:**  
 Petition (*Attach Rule to Show Cause*)  Motion  
 Answer to Petition  Response to Motion

Has another petition/motion been decided in this case?  Yes  No  
 Is another petition/motion pending?  Yes  No  
 If the answer to either question is yes, you must identify the judge(s):

|  |   |
|--|---|
| TYPE OF PETITION/MOTION (see list on reverse side)<br>MOTION FOR SANCTIONS   | PETITION/MOTION CODE (see list on reverse side)<br>MTSAN  |
| ANSWER / RESPONSE FILED TO (Please insert the title of the corresponding petition/motion to which you are responding): |   |
| <b>I. CASE PROGRAM</b><br><br>OTHER PROGRAM<br><br>Court Type: JUDGMENTS<br>Case Type: ASSURANCE VOLUNTARY COMPLIANCE  | <b>II. PARTIES (required for proof of service)</b><br>(Name, address and telephone number of all counsel of record and unrepresented parties. Attach a stamped addressed envelope for each attorney of record and unrepresented party.)<br><br>SAVERIO P MIRARCHI<br>1600 ARCH ST SUITE 300 , PHILADELPHIA PA 19103<br>GEORGE SMITH TOWING INC<br>3103 S 61ST ST , PHILADELPHIA PA 19153<br>ANTHONY DANGELO<br>3103 S 61ST ST , PHILADELPHIA PA 19153 |
| <b>III. OTHER</b>  |   |

By filing this document and signing below, the moving party certifies that this motion, petition, answer or response along with all documents filed, will be served upon all counsel and unrepresented parties as required by rules of Court (see PA. R.C.P. 206.6, Note to 208.2(a), and 440). Furthermore, moving party verifies that the answers made herein are true and correct and understands that sanctions may be imposed for inaccurate or incomplete answers.

\_\_\_\_\_  
 (Attorney Signature/Unrepresented Party)

February 13, 2020  
 (Date)

SAVERIO P. MIRARCHI  
 (Print Name) (Attorney I.D. No.)

**The Petition, Motion and Answer or Response, if any, will be forwarded to the Court after the Answer/Response Date. No extension of the Answer/Response Date will be granted even if the parties so stipulate.**

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

|  |   |                              |
|--|---|------------------------------|
| <b>COMMONWEALTH OF PENNSYLVANIA</b>          | : |                              |
| <b>BY THE PENNSYLVANIA OFFICE OF</b>         | : |                              |
| <b>ATTORNEY GENERAL</b>                      | : | <b>No. 180202951</b>         |
|  | : |                              |
| <b>Petitioner</b>                            | : | <b>February Term, 2018</b>   |
| v.   | : |                              |
|  | : | <b>CIVIL ACTION - EQUITY</b> |
| <b>ANTHONY D'ANGELO, individually and as</b> | : |                              |
| <b>Owner and President of</b>                | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| and  | : |                              |
|  | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>Respondents</b>                           | : |                              |
|  | : |                              |

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 upon consideration of the Commonwealth of Pennsylvania's Motion for Sanctions Pursuant to 73 P.S. §§ 201-5 and 201-8(a) against Respondents Anthony D'Angelo and George Smith Towing, Inc. for Failure to Comply with the Assurance of Voluntary Compliance Filed with This Court on February 28, 2018 and any response thereto, **IT IS HEREBY ORDERED** and **DECREED** that said Motion is **GRANTED** and:

A. Respondents Anthony D'Angelo and George Smith Towing, Inc. have violated the terms of the Assurance of Voluntary Compliance.

B. Judgment is hereby entered against Respondents Anthony D'Angelo and George Smith Towing, Inc. and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, and Respondents shall pay the Commonwealth within thirty (30) days from the date of this Order, in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) as a civil penalty for such violations of the Assurance of Voluntary Compliance filed with this Court on February 28, 2018, pursuant to Section 201-8(a) of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-8(a). Such civil penalty shall be allocated as follows:

1) A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty shall be assessed for Respondents' failure to pay Additional Restitution to the Commonwealth for the benefit of consumers in accordance with Section III.C of the Assurance of Voluntary Compliance.

2) A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty shall be assessed for Respondents' failure to address or otherwise respond to complaints by consumers who were harmed by the conduct of Respondents whose claims against Respondents are not considered "Additional Restitution" under the Assurance of Voluntary Compliance. These consumers shall include the following:

a. Consumers whose vehicles were towed before the filing of the Assurance of Voluntary Compliance on February 28, 2018 but did not submit complaints within the sixty (60) day complaint period in the Assurance; and

b. Consumers whose vehicles were towed after the filing of the Assurance of Voluntary Compliance on February 28, 2018 regardless of whether



they submitted complaints within the sixty (60) day complaint period in the Assurance.

3) A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty shall be assessed for Respondents' continued violation of the injunctive provisions of the Assurance of Voluntary Compliance, including, but not limited to, the following sections:

a. Continuing to tow vehicles from locations where signs were not clearly and conspicuously displayed, were missing, were confusing to vehicle owners and/or were located in obscure locations;

b. Continuing to only accept cash payments, either at the site of the tow in the form of excessive "drop fees" or at Respondents' facility, to release vehicles that had been towed or were about to be towed and regardless of being stored; and

c. Continuing to damage consumers' vehicles while towing them.

C. Judgment is hereby entered against Respondents Anthony D'Angelo and George Smith Towing, Inc. and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, and shall pay to the Commonwealth within thirty (30) days of this Order, in the amount of Forty-Six Thousand Four Hundred Fourteen and 15/100 Dollars (\$46,414.15) in Additional Restitution pursuant to, and as defined in, the Assurance of Voluntary Compliance filed with this Court on February 28, 2018 as well as restitution to consumers whose claims are not considered Additional Restitution under the Assurance of Voluntary Compliance. Such Additional Restitution and restitution shall include the following:



1) Consumers who were harmed by the conduct of the Respondents whose vehicles were towed prior to the filing of the Assurance of Voluntary Compliance on February 28, 2018 and who submitted timely complaints within the sixty (60) day complaint period in the Assurance of Voluntary Compliance, which complaints the Assurance defined as "Additional Restitution". The total amount of Additional Restitution to these consumers is Twenty-Nine Thousand Eight Hundred Ninety-Three and 50/100 Dollars (\$29,893.50).

2) Consumers who were harmed by the conduct of Respondents whose vehicles were towed before the filing of the Assurance of Voluntary Compliance on February 28, 2018 but did not submit complaints within the sixty (60) day complaint period in the Assurance of Voluntary Compliance and are, therefore, not considered claims for "Additional Restitution" under the Assurance of Voluntary Compliance. The total amount of restitution to these consumers is Three Thousand Two Hundred Seventy-Five and 00/100 Dollars (\$3,275.00).

3) Consumers who were harmed by the conduct of Respondents whose vehicles were towed after the filing of the Assurance of Voluntary Compliance on February 28, 2018 regardless of whether they submitted complaints within the sixty (60) day complaint period in the Assurance of Voluntary Compliance and are, therefore, not considered claims for "Additional Restitution" under the Assurance of Voluntary Compliance. The total amount of restitution to these consumers is Thirteen Thousand Two Hundred Forty-Five and 65/100 Dollars (\$13,245.65).

D. Within thirty (30) days of the date of this Court's Order, Respondents shall return all vehicles currently in their possession that belong to consumers whose vehicles were illegally towed by Respondents but have not yet been returned to consumers. If Respondents are no longer in possession of said vehicles and the vehicles have not been returned to their owners, then, within thirty (30) days of the date of this Court's Order, Respondents shall pay each such consumer the fair market value of their vehicle.

E. Respondents are ordered to forfeit their right to engage in, and be permanently enjoined from engaging in trade or commerce within the Commonwealth of Pennsylvania as a towing and storage business, in any capacity.

F. Respondents are required to forfeit and turn over their license with the City of Philadelphia, Department of Licenses and Inspections to operate a towing and storage business in the Commonwealth of Pennsylvania within two (2) days of this Order.

G. Respondents are liable for and shall pay to the Commonwealth the costs and attorney fees related to the Commonwealth's Petition. The Commonwealth shall file a bill of costs enumerating such costs and attorney's fees for approval by this Court within thirty (30) days of this Order.

H. All terms of the Assurance of Voluntary Compliance filed with this Court on February 28, 2018 shall remain in full force and effect.

BY THE COURT

\_\_\_\_\_  
J.

**FILED**

13 FEB 2020 08:48 am

**Civil Administration**

T. FOBBS

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

|  |   |                              |
|--|---|------------------------------|
| <b>COMMONWEALTH OF PENNSYLVANIA</b>          | : |                              |
| <b>BY THE PENNSYLVANIA OFFICE OF</b>         | : |                              |
| <b>ATTORNEY GENERAL</b>                      | : | <b>No. 180202951</b>         |
|  | : |                              |
| <b>Petitioner</b>                            | : | <b>February Term, 2018</b>   |
| <b>v.</b>                                    | : |                              |
|  | : | <b>CIVIL ACTION - EQUITY</b> |
| <b>ANTHONY D'ANGELO, individually and as</b> | : |                              |
| <b>Owner and President of</b>                | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>and</b>                                   | : |                              |
|  | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>Respondents</b>                           | : |                              |

**RULE TO SHOW CAUSE**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, upon consideration of the Commonwealth of Pennsylvania's Motion for Sanctions for Failure of Respondents Anthony D'Angelo and George Smith Towing, Inc. to comply with the Assurance of Voluntary Compliance Filed with this Court on February 28, 2018, it is hereby ordered that:

- 1) a rule is issued upon Respondents Anthony D'Angelo and George Smith Towing, Inc. in the above-captioned matter to show cause why Respondents Anthony D'Angelo and George Smith Towing, Inc. should not be found in civil contempt for failure



to comply with the Assurance of Voluntary Compliance Filed with this Court on February 28, 2018;

2) Respondents Anthony D'Angelo and George Smith Towing, Inc. shall file an answer to the Commonwealth of Pennsylvania's Motion within twenty (20) days of the date of this Rule to Show Cause;

3) the Motion shall be decided under Pa R.C.P. No. 206.7; and

4) an evidentiary hearing on disputed issues of material fact shall be held on

\_\_\_\_\_, 2020, at \_\_\_\_\_ in Courtroom No. \_\_\_\_\_ of the

Philadelphia County Court of Common Pleas.

BY THE COURT

\_\_\_\_\_  
J.

**FILED**

13 FEB 2020 08:48 am

**Civil Administration**

T. FOBBS

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

|  |   |                              |
|--|---|------------------------------|
| <b>COMMONWEALTH OF PENNSYLVANIA</b>          | : |                              |
| <b>BY THE PENNSYLVANIA OFFICE OF</b>         | : |                              |
| <b>ATTORNEY GENERAL</b>                      | : | <b>No. 180202951</b>         |
|  | : |                              |
| <b>Petitioner</b>                            | : | <b>February Term, 2018</b>   |
| <b>v.</b>                                    | : |                              |
|  | : | <b>CIVIL ACTION - EQUITY</b> |
| <b>ANTHONY D'ANGELO, individually and as</b> | : |                              |
| <b>Owner and President of</b>                | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>and</b>                                   | : |                              |
|  | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>Respondents</b>                           | : |                              |

**COMMONWEALTH OF PENNSYLVANIA'S MOTION FOR SANCTIONS  
PURSUANT TO 73 P.S. §§ 201-5 AND 201-8(a) AGAINST RESPONDENTS  
ANTHONY D'ANGELO AND GEORGE SMITH TOWING, INC. FOR FAILURE  
TO COMPLY WITH THE ASSURANCE OF VOLUNTARY COMPLIANCE  
FILED WITH THIS COURT ON FEBRUARY 28, 2018**

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, through Attorney General Josh Shapiro (hereinafter "Commonwealth" and/or "Petitioner"), and brings this Motion for Sanctions pursuant to Sections 201-5 and 201-8(a) of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 § 201-1, *et seq.* (hereinafter "Consumer Protection Law") against Respondents Anthony D'Angelo and George Smith Towing, Inc. (hereinafter "Respondents") for failure to comply with the terms of the Assurance of Voluntary Compliance filed with this Court on

February 28, 2018. In support of this Motion for Sanctions, the Commonwealth represents the following:

1. Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General by Attorney General Josh Shapiro, with offices located at 1600 Arch Street, Suite 300, Philadelphia, Pennsylvania 19103.

2. 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;

3. Respondent Anthony D'Angelo is an adult individual and owner of Respondent George Smith Towing, Inc., located at 3103 South 61<sup>st</sup> Street, Philadelphia, Pennsylvania 19153.

4. On February 28, 2018, the Commonwealth filed with this Court an Assurance of Voluntary Compliance (hereinafter "Assurance") entered into between the Commonwealth and Respondents. A true and correct copy of the Assurance is attached hereto and incorporated herein as Exhibit A.

5. The Commonwealth and Respondents entered into the Assurance after the Commonwealth conducted an investigation into Respondents' business practices.

6. Based upon the investigation, the Commonwealth asserted that Respondents engaged in conduct that violated the Consumer Protection Law, the *Towing and Towing Storage Facility Standards Act*, 73 P.S. § 1971, *et seq.* (hereinafter the "Tow



Law”), and Philadelphia Code, § 9-605 (hereinafter the “Philadelphia Towing Law”) at the following sections:

a. 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);

b. Section 4 of the Tow Law states “[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;

c. The Philadelphia Towing Law provides that 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;

d. Section 9-605(11)(b) of the Philadelphia Towing Law provides that 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;

e. Section 9-605(11)(d) of the Philadelphia Towing Law provides that 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;

f. Section 9-605(11)(e) of the Philadelphia Towing Law provides that 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;

g. Section 9-605(11) of the Philadelphia Towing Law provides that 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; and

h. Section 9-605(3)(e)(.8) of the Philadelphia Towing Law provides that 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).

7. The above violations of the Tow Law and the Philadelphia Towing Law constituted “unfair methods of competition and/or “unfair or deceptive acts or practices,” as prohibited by Section 201-3 of the Consumer Protection Law, and as defined by Sections 201-2(4)(ii), (v), and (xxi) as follows:

a. 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);

b. 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

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

8. During its investigation, the Commonwealth specifically found the following:

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

b. Respondents towed cars in some instances where signs were not clearly and conspicuously displayed, were missing, were confusing to vehicle owners and/or were located in obscure locations;



c. 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;

d. Respondents charged at least one vehicle owner in excess of the amount represented to vehicle owners on a sign posted at the location of the tow;

e. Respondents charged consumers excessive towing and storage fees;

f. On at least one occasion, Respondents failed to notify the Philadelphia Police Department when towing vehicles that were allegedly parked in a prohibited manner;

g. In some instances, Respondents failed to maintain photographs of the scene from which the cars were towed;

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

i. In some instances, Respondents damaged consumers' vehicles while towing them; and

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

9. As part of the terms of the Assurance, Respondents agreed, among other things, to fully comply with any and all provisions of the Consumer Protection Law and any amendments thereto (*See* Exhibit A, Paragraph II.A. of the Injunctive and Affirmative Relief), and specifically agreed to not engage in 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. (See Exhibit A, Paragraph II.L.3. of the Injunctive and Affirmative Relief).

10. As part of the terms of the Assurance, Respondents agreed, among other things, to fully comply with any and all provisions of the Philadelphia Towing Law and any amendments thereto (See Exhibit A, Paragraph II.C. of the Injunctive and Affirmative Relief), and specifically agreed to not tow vehicles unless the parking lot or private property had a sign posted in a conspicuous place, near its entry which can be seen by the public as prescribed by Section 9-605(11)(a) the Philadelphia Towing Law (See Exhibit A, Paragraph II.F. of the Injunctive and Affirmative Relief), and to accept the various forms of payment set forth in Section 9-605(3)(e)(.8) of the Philadelphia Towing Law including credit cards, in addition to cash. (See Exhibit A, Paragraph II.E. of the Injunctive and Affirmative Relief).

11. After signing the Assurance, the Commonwealth received complaints from consumers that Respondents continued to tow vehicles from locations where signs were not clearly and conspicuously displayed, were missing, were confusing to vehicle owners and/or were located in obscure locations.

12. After signing the Assurance, the Commonwealth received complaints from consumers that Respondents charged excessive, cash only "drop fees" of \$200, where the Philadelphia Towing Law allows a \$175 towing fee and a \$25 storage fee, even though Respondents returned the vehicle to the consumer at the scene of the tow and did not store the vehicle for any period of time.

13. After signing the Assurance, the Commonwealth received complaints from consumers that Respondents continued to only accept cash payments, either at the site of the tow in the form of “drop fees” or at Respondents’ facility, to release vehicles that had been towed and regardless of whether the vehicles were stored.

14. After signing the Assurance, the Commonwealth received complaints from consumers claiming that Respondents damaged consumers’ vehicles while towing them.

15. Additionally, consumers have submitted complaints to the Commonwealth who claim they had their vehicles illegally towed by Respondents but said vehicles have not yet been returned to their owners. The Commonwealth believes there are at least six (6) such vehicles to date which Respondents must return. The Commonwealth requests this Court order the vehicles be returned to their owners and if such vehicles are no longer in the Respondents’ possession, and the vehicles have not been returned to their owners, then Respondents must pay the owners the fair market value of their vehicle.

16. Therefore, Respondents violated the terms of the Assurance by continuing to violate the Consumer Protection Law and the Philadelphia Towing Law.

17. Further, as part of the terms of the Assurance, Respondents agreed to pay Additional Restitution, consistent with Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1, to any consumer who submitted a claim or complaint to Respondents or the Commonwealth within sixty (60) days of the filing of the Assurance, and which demonstrated to the satisfaction of the Commonwealth that they were harmed by the conduct of Respondents which occurred prior to the signing of the Assurance and which



constituted violations of the Consumer Protection Law, the Tow Law or the Philadelphia Towing Law. (See Exhibit A, Paragraph III.C. of the Monetary Relief).

18. From approximately June 15, 2018 to January 7, 2020, the Commonwealth sent Respondents several correspondence, pursuant to Section III.C of the Assurance, with lists of the consumers who asserted claims against George Smith Towing, Inc. which were received by the Commonwealth within sixty (60) days of the filing of the Assurance. True and correct copies of the Commonwealth's Additional Restitution letters to Respondents' counsel are attached hereto and incorporated herein as Exhibit B.<sup>1</sup>

19. In addition to the Commonwealth continuing to send complaints received from consumers, with lists of those consumers who are owed Additional Restitution under the Assurance to Respondents' counsel for Additional Restitution purposes under the Assurance, the Commonwealth has also been sending complaints received from consumers to Respondents' counsel for mediation purposes.

20. The complaints submitted to the Commonwealth fall into the following three (3) categories:

a. Consumers who were harmed by the conduct of the Respondents whose vehicles were towed prior to the filing of the Assurance and who submitted timely complaints within the sixty (60) day complaint period in the Assurance, which complaints the Assurance defined as "Additional Restitution". (See Exhibit A, Paragraph III.C. of the Monetary Relief). The number of consumer complaints

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<sup>1</sup> The Additional Restitution letters sent to Respondents' counsel include negotiated amounts and were for settlement purposes only. These letters should not be construed as an admission by the Commonwealth as to the amounts owed to consumers.

that fall into this category is one hundred thirty-eight (138) for a total Additional Restitution amount of Twenty-Nine Thousand Eight Hundred Ninety-Three and 50/100 Dollars (\$29,893.50).

b. Consumers who were harmed by the conduct of Respondents whose vehicles were towed before the filing of the Assurance but did not submit complaints within the sixty (60) day complaint period in the Assurance and are, therefore, not considered claims for "Additional Restitution" under the Assurance, but were instead to be mediated. The number of consumer complaints that fall into this category is sixteen (16) for a total restitution amount of Three Thousand Two Hundred Seventy-Five and 00/100 Dollars (\$3,275.00). These claims are included in the restitution amount sought by the Commonwealth as this Court has the authority to order restitution as an equitable remedy under section 201-8(a) of the Consumer Protection Law.

c. Consumers who were harmed by the conduct of Respondents whose vehicles were towed after the filing of the Assurance regardless of whether they submitted complaints within the sixty (60) day complaint period in the Assurance and are, therefore, not considered claims for "Additional Restitution" under the Assurance, but instead demonstrate Respondents' continued violations of the Assurance and the laws referenced in the Assurance. The number of consumer complaints that fall into this category is sixty-two (62) for a total restitution amount of Thirteen Thousand Two Hundred Forty-Five and 65/100 Dollars (\$13,245.65). These claims are included in the restitution amount sought by the Commonwealth

as this Court has the authority to order restitution as an equitable remedy under section 201-8(a) of the Consumer Protection Law.

21. Pursuant to the Commonwealth's attempts to negotiate Additional Restitution and to secure responses to the consumer complaints for mediation, since approximately January 7, 2020 the Commonwealth has attempted communication with Respondents' counsel multiple times via telephone and e-mail in order to finalize the amount of Additional Restitution to be paid by Respondents and to receive a status on additional complaints sent to Respondents for mediation.

22. To date, the Commonwealth has received neither the payment of Additional Restitution nor responses to the Commonwealth's requests regarding the status of the additional complaints.

23. Respondents violated the terms of the Assurance by failing to continue to participate in the negotiation process to attempt to determine an appropriate amount of Additional Restitution and otherwise failing to pay to the Commonwealth the amounts the Commonwealth previously identified as being a fair amount of Additional Restitution which, according to the Assurance, was originally due within ten (10) days of the Commonwealth submitting the list of validated complaints to the Respondents, which the Commonwealth first submitted to Respondents' counsel on May 24, 2019 and then, after negotiation, subsequently submitted to Respondents' counsel on November 8, 2019 and January 7, 2020. (*See Exhibit B*).

24. Respondents also violated the terms of the Assurance by failing to respond to and address allegations made by consumers in complaints submitted to the



Commonwealth, which are not considered eligible for Additional Restitution and which the Commonwealth has been attempting to mediate with Respondents on behalf of consumers, but which consumers Respondents allegedly harmed by their conduct either before or after the filing of the Assurance but whose claims are not considered Additional Restitution as defined in the Assurance.

25. The Assurance provides that a breach of any one of the terms of the Assurance shall be sufficient to warrant the Commonwealth to request that this Court assess penalties as provided in Section 201-8(a) of the Consumer Protection Law and to seek any other equitable relief which the Court deems necessary or proper. 73 P.S. § 201-8(a). (See Exhibit A, Paragraph IV. I. of the Miscellaneous Terms).

26. Section 201-8(a) of the Consumer Protection Law permits the Commonwealth to petition this Court for civil penalties of not more than Five Thousand and 00/100 Dollars (\$5,000.00) for each violation of an Assurance under Section 201-5 of the Consumer Protection Law, and any other relief deemed necessary and proper. 73 P.S. § 201-8(a).

27. Accordingly, the Commonwealth seeks a civil penalty of Five Thousand and 00/100 Dollars (\$5,000.00) for each of the following violations of the Assurance filed with this Court on February 28, 2018 for a total of Fifteen Thousand and 00/100 (\$15,000.00):

a. A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty for Respondents' failure to pay Additional Restitution to the Commonwealth for the benefit of consumers in accordance with Section III.C of the Assurance.

b. A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty for Respondents' failure to address or otherwise respond to complaints by consumers who were harmed by the conduct of Respondents whose claims against Respondents are not considered "Additional Restitution" under the Assurance. These consumers shall include the following:

i) Consumers whose vehicles were towed before the filing of the Assurance but did not submit complaints within the sixty (60) day complaint period in the Assurance; and

ii) Consumers whose vehicles were towed after the filing of the Assurance regardless of whether they submitted complaints within the sixty (60) day complaint period in the Assurance.

c. A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty for Respondents' continued violation of the injunctive provisions of the Assurance, including, but not limited to, the following sections:

i) Continuing to tow vehicles from locations where signs were not clearly and conspicuously displayed, were missing, were confusing to vehicle owners and/or were located in obscure locations;

ii) Continuing to only accept cash payments, either at the site of the tow in the form of excessive "drop fees" or at Respondents' facility, to release vehicles that had been towed or were about to be towed and regardless of being stored; and

iii) Continuing to damage consumers' vehicles while towing them.

28. Further, since the Commonwealth filed the Assurance, the Commonwealth continued to receive a high volume of complaints from consumers who claim to have been harmed by the continued bad conduct on the part of the Respondents.

29. Consumers continued to experience Respondents' harmful towing tactics despite the fact Respondents agreed in the Assurance to refrain from using such tactics and to comply with the Consumer Protection Law, the Tow Law and the Philadelphia Towing Law.

30. The allegations made by consumers in these complaints demonstrate a continued inability and unwillingness to change their business practices to conform their behavior to the Consumer Protection law, the Tow Law and the Philadelphia Towing Law, which they agreed to do in the Assurance.

31. These illegal and unsavory business practices not only harm the residents of the City of Philadelphia but also visitors to the City as well as businesses in the City as potential visitors seek to avoid the enormous inconvenience and expense of having their vehicles illegally towed.

32. Therefore, the Commonwealth also requests this Court issue an order permanently enjoining Respondents from engaging in the towing and storage business in the Commonwealth of Pennsylvania and ordering them to forfeit their towing license with the City of Philadelphia, Department of Licenses and Inspections.



**WHEREFORE**, the Commonwealth respectfully requests this Honorable Court to enter an appropriate Order:

A. Finding Respondents violated the terms of the Assurance filed with this Court on February 28, 2018;

B. Requiring Respondents to pay Restitution in the amount of Forty-Six Thousand Four Hundred Fourteen and 15/100 Dollars (\$46,414.15) to the Commonwealth of Pennsylvania, Office of Attorney General within thirty (30) days of this Court's Order. Such Restitution shall include the following:

1) Consumers who were harmed by the conduct of the Respondents whose vehicles were towed prior to the filing of the Assurance and who submitted timely complaints within the sixty (60) day complaint period in the Assurance, which complaints the Assurance defined as "Additional Restitution".

2) Consumers who were harmed by the conduct of Respondents whose vehicles were towed before the filing of the Assurance but did not submit complaints within the sixty (60) day complaint period in the Assurance and are, therefore, not considered claims for "Additional Restitution" under the Assurance, but are entitled to restitution as an equitable remedy under section 201-8(a) of the Consumer Protection Law.

3) Consumers who were harmed by the conduct of Respondents whose vehicles were towed after the filing of the Assurance regardless of whether they submitted complaints within the sixty (60) day complaint period in the Assurance and are, therefore, not considered claims for "Additional Restitution" under the

Assurance, but are entitled to restitution as an equitable remedy under section 201-8(a) of the Consumer Protection Law.

C. Requiring Respondents to pay to the Commonwealth a civil penalty in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) within thirty (30) days of this Court's Order for violating the Assurance, pursuant to Section 201-8(a) of the Consumer Protection Law. Such civil penalty shall be allocated as follows:

1) A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty for Respondents' failure to pay Additional Restitution to the Commonwealth for the benefit of consumers in accordance with Section III.C of the Assurance.

2) A Five Thousand and 00/100 Dollars (\$5,000.00) civil penalty for Respondents' failure to address or otherwise respond to complaints by consumers who claimed they were harmed by the conduct of Respondents and whose complaints the Commonwealth attempted to resolve with Respondents through mediation. These consumers shall include the following:

a. Consumers whose vehicles were towed before the filing of the Assurance but did not submit complaints within the sixty (60) day complaint period in the Assurance; and

b. Consumers whose vehicles were towed after the filing of the Assurance regardless of whether they submitted complaints within the sixty (60) day complaint period in the Assurance.

3) A Five Thousand and 00/100 Dollar (\$5,000.00) civil penalty for Respondents' continued violation of the injunctive provisions of the Assurance, including, but not limited to, the following sections:

a. Continuing to tow vehicles from locations where signs were not clearly and conspicuously displayed, were missing, were confusing to vehicle owners and/or were located in obscure locations;

b. Continuing to only accept cash payments, either at the site of the tow in the form of excessive "drop fees" or at Respondents' facility, to release vehicles that had been towed or were about to be towed and regardless of being stored; and

c. Continuing to damage consumers' vehicles while towing them.

D. Ordering Respondents to return, within thirty (30) days of the date of this Court's Order, all vehicles currently in their possession that belong to consumers whose vehicles were illegally towed by Respondents but have not yet been returned to consumers. If Respondents are no longer in possession of said vehicles and the vehicles have not been returned to their owners, then, within thirty (30) days of the date of this Court's Order, Respondents shall pay each such consumer the fair market value of their vehicle.

E. Ordering Respondents to forfeit their right to engage in, and be permanently enjoined from engaging in trade or commerce within the Commonwealth of Pennsylvania as a towing and storage business, in any capacity.



F. Requiring Respondents to forfeit and turn in their license with the City of Philadelphia, Department of Licenses and Inspections to operate a towing and storage business in the Commonwealth of Pennsylvania within two (2) days of this Court's Order.

G. Requiring Respondents to pay to the Commonwealth the costs and attorney fees associated with filing this motion within thirty (30) days of the date of this Court's Order. The Commonwealth will submit a bill of costs, which will be subject to approval by this Court.

H. Granting such other and further relief as the Court may deem appropriate.

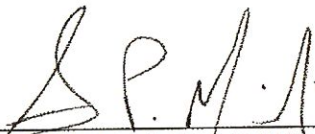
Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

**JOSH SHAPIRO**  
*Attorney General*

Date: 2-13-20

By:



SAVERIO P. MIRARCHI

*Senior Deputy Attorney General*

PA Attorney ID #88616

Commonwealth of Pennsylvania

Office of Attorney General

1600 Arch Street, Third Floor

Philadelphia, PA 19103

Phone: 215-560-2414

Fax: 215-560-2494

Email: [smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov)

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

|  |   |                       |
|--|---|-----------------------|
| <b>COMMONWEALTH OF PENNSYLVANIA</b><br><b>BY THE PENNSYLVANIA OFFICE OF</b><br><b>ATTORNEY GENERAL</b>   | : |                       |
|  | : | No. 180202951         |
| Petitioner   | : | February Term, 2018   |
| v.   | : | CIVIL ACTION - EQUITY |
| <b>ANTHONY D'ANGELO, individually and as</b><br><b>Owner and President of</b><br><b>GEORGE SMITH TOWING, INC.</b><br><b>3103 South 61<sup>st</sup> Street</b><br><b>Philadelphia, Pennsylvania 19153</b> | : |                       |
| and  | : |                       |
| <b>GEORGE SMITH TOWING, INC.</b><br><b>3103 South 61<sup>st</sup> Street</b><br><b>Philadelphia, Pennsylvania 19153</b>  | : |                       |
| Respondents  | : |                       |

**VERIFICATION**

I, Taryn Liebttag, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Petitioner in the within action. I hereby verify that the facts set forth in the foregoing Motion for Sanctions are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: 2/12/2020

  
 \_\_\_\_\_  
 TARYN LIEBTAG  
 Consumer Protection Agent

**FILED**

13 FEB 2020 08:48 am

**Civil Administration**

T. FOBBS

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

|  |   |                              |
|--|---|------------------------------|
| <b>COMMONWEALTH OF PENNSYLVANIA</b>          | : |                              |
| <b>BY THE PENNSYLVANIA OFFICE OF</b>         | : |                              |
| <b>ATTORNEY GENERAL</b>                      | : | <b>No. 180202951</b>         |
|  | : |                              |
|  | : | <b>February Term, 2018</b>   |
|  | : |                              |
|  | : | <b>CIVIL ACTION - EQUITY</b> |
|  | : |                              |
| <b>Petitioner</b>                            | : |                              |
| <b>v.</b>                                    | : |                              |
|  | : |                              |
| <b>ANTHONY D'ANGELO, individually and as</b> | : |                              |
| <b>Owner and President of</b>                | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>and</b>                                   | : |                              |
|  | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>Respondents</b>                           | : |                              |

**MEMORANDUM OF LAW IN SUPPORT OF THE COMMONWEALTH OF PENNSYLVANIA'S MOTION FOR SANCTIONS PURSUANT TO 73 P.S. §§ 201-5 AND 201-8(a) AGAINST RESPONDENTS ANTHONY D'ANGELO AND GEORGE SMITH TOWING, INC. FOR FAILURE TO COMPLY WITH THE ASSURANCE OF VOLUNTARY COMPLIANCE FILED WITH THIS COURT ON FEBRUARY 28, 2018**

**I. MATTER BEFORE THE COURT**

The Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter the "Commonwealth"), submits this Memorandum of Law in support of its Motion for Sanctions against Respondents Anthony D'Angelo and George Smith Towing, Inc. (hereinafter "Respondents") for Failure to Comply with the Assurance of Voluntary Compliance filed with this Court on February 28, 2018. The Commonwealth's Motion for Sanctions and all exhibits attached thereto, are incorporated herein by reference as if set forth at length.



**II. STATEMENT OF QUESTION INVOLVED**

**SHOULD THIS HONORABLE COURT GRANT THE COMMONWEALTH'S MOTION FOR SANCTIONS BECAUSE RESPONDENTS VIOLATED THE TERMS OF THE ASSURANCE OF VOLUNTARY COMPLIANCE FILED WITH THIS COURT ON FEBRUARY 28, 2018?**

**ANSWER: YES**

**III. FACTS**

The Respondents engage in trade and commerce within the Commonwealth of Pennsylvania by operating a towing and storage business. After investigating the business practices of Respondents, the Commonwealth and Respondents agreed to enter into an Assurance of Voluntary Compliance filed with this Court on February 28, 2018 (hereinafter "Assurance").

As part of the terms of the Assurance of Voluntary Compliance, Respondents agreed to 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 the Assurance that demonstrated to the satisfaction of the Commonwealth that they were harmed by the conduct of Respondents which occurred prior to signing the Assurance and which constituted violations of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 § 201-1, *et seq.* (hereinafter "Consumer Protection Law"), the *Towing and Towing Storage Facility Standards Act*, 73 P.S. § 1971, *et seq.* (hereinafter the "Tow Law"), and Philadelphia Code, § 9-605 (hereinafter the "Philadelphia Towing Law"). (See Exhibit A to the Commonwealth's Motion, Paragraph III.C. of the Monetary Relief). The Respondents further agreed that the determination of whether a consumer shall receive Additional Restitution, the amount of any such restitution to be received by such consumer, and the timing and manner of payments, shall be within the sole discretion of the Commonwealth. (See Exhibit A to the Commonwealth's Motion, Paragraph III.C. of the Monetary Relief). Included in the restitution amount sought by the Commonwealth in its Motion for Sanctions are

claims that are not eligible for Additional Restitution as that term is defined in the Assurance but for whom this Court has the authority to order restitution as an equitable remedy under section 201-8(a) of the Consumer Protection Law.

From approximately June 15, 2018 to January 7, 2020, the Commonwealth sent Respondents several correspondence with lists of consumer claims against Respondents which fall into the following three (3) categories:

a. Consumers who were harmed by the conduct of the Respondents whose vehicles were towed prior to the filing of the Assurance and who submitted timely complaints within the sixty (60) day complaint period in the Assurance, which complaints the Assurance defined as "Additional Restitution". (See Exhibit A to the Commonwealth's Motion, Paragraph III.C. of the Monetary Relief) The number of consumer complaints that fall into this category is one hundred thirty-eight (138) for a total Additional Restitution amount of Twenty-Nine Thousand Eight Hundred Ninety-Three and 50/100 Dollars (\$29,893.50).

b. Consumers who were harmed by the conduct of Respondents whose vehicles were towed before the filing of the Assurance but did not submit complaints within the sixty (60) day complaint period in the Assurance and are, therefore, not considered claims for "Additional Restitution" under the Assurance, but were instead to be mediated. The number of consumer complaints that fall into this category is sixteen (16) for a total restitution amount of Three Thousand Two Hundred Seventy-Five and 00/100 Dollars (\$3,275.00). These claims are included in the restitution amount sought by the Commonwealth as this Court has the authority to order restitution as an equitable remedy under section 201-8(a) of the Consumer Protection Law.



c. Consumers who were harmed by the conduct of Respondents whose vehicles were towed after the filing of the Assurance regardless of whether they submitted complaints within the sixty (60) day complaint period in the Assurance and are, therefore, not considered claims for "Additional Restitution" under the Assurance, but instead demonstrate Respondents' continued violations of the Assurance and the laws referenced in the Assurance. The number of consumer complaints that fall into this category is sixty-two (62) for a total restitution amount of Thirteen Thousand Two Hundred Forty-Five and 65/100 Dollars (\$13,245.65). These claims are included in the restitution amount sought by the Commonwealth as this Court has the authority to order restitution as an equitable remedy under section 201-8(a) of the Consumer Protection Law.

This correspondence led to extensive negotiations centered on finding a final number to be paid by Respondents for Additional Restitution. The Commonwealth also continuously requested responses to the consumer complaints that were not considered Additional Restitution as defined in the Assurance of Voluntary Compliance but which the Commonwealth attempted to mediate with Respondents on behalf of said consumers. No response to these mediation complaints was produced by the Respondents and no Additional Restitution payment was made by the Respondents.

The final letter sent to Respondents on January 7, 2020 contained a list of validated complaints for which the Commonwealth determined that Respondents owed payment of Additional Restitution. Since then, multiple attempts via telephone and e-mail were made by the Commonwealth to communicate with Respondents' counsel regarding the final Additional Restitution number and the status of additional complaints that were sent to Respondents for mediation, but the Commonwealth has yet to receive a response.



To date, the Commonwealth has received neither the required payment for Additional Restitution nor received any communication regarding further negotiations of such payment or mediations of additional claims.

In addition to paying Additional Restitution, Respondents agreed to fully comply with any and all provisions of the Consumer Protection Law, the Tow Law, the Philadelphia Towing Law, and any amendments thereto as part of the terms of the Assurance of Voluntary Compliance.

After signing the Assurance of Voluntary Compliance, Respondents continued to tow vehicles from locations where signs were not clearly and conspicuously displayed, were missing were confusing to vehicle owners and/or were located in obscure locations, in violation of the Consumer Protection Law and the Philadelphia Towing Law, and continued to demand and accept cash only and charge excessive, cash only "drop fees" to consumers whose cars were hooked up to Respondents' tow trucks but had yet to be towed or stored, in violation of the Philadelphia Towing Law.

Additionally, consumers have submitted complaints to the Commonwealth who claim they had their vehicles illegally towed by Respondents but said vehicles have not yet been returned to their owners. The Commonwealth believes there are at least six (6) such vehicles to date which Respondents must return. The Commonwealth requests this Court order the vehicles be returned to their owners and if such vehicles are no longer in the Respondents' possession, and the vehicles have not been returned to their owners, then Respondents must pay the owners the fair market value of their vehicle.

The Assurance of Voluntary Compliance provides that a breach of any one of the terms of the Assurance shall be sufficient to warrant for the Commonwealth to request that this Court assess penalties as provided in Section 201-8(a) of the Consumer Protection Law and to seek any other

equitable relief which the Court deems necessary or proper. 73 P.S. §201-8(a). The Commonwealth brings this Motion for Sanctions because Respondents violated the terms of the Assurance of Voluntary Compliance. (See Exhibit A to the Commonwealth's Motion, Paragraph IV.I. of the Miscellaneous Terms).

#### IV. ARGUMENT

##### A. Respondents Violated the Terms of the Assurance of Voluntary Compliance Because They Failed to Participate in Negotiations With the Commonwealth and Have Not Paid the Amounts of Additional Restitution Within Ten (10) Days of the Commonwealth Submitting a List of Validated Complaints

Section 201-5 of the Consumer Protection Law permits the Commonwealth to enter into an Assurance of Voluntary Compliance that may include voluntary restitution payments by an alleged violator of the Consumer Protection Law. 73 P.S. § 201-5. Pursuant to Section 201-5, the Commonwealth entered into an Assurance with Respondents. As part of the terms of the Assurance, Respondents agreed to 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 Respondents or the Commonwealth within sixty (60) days of the filing of the Assurance that demonstrated to the satisfaction of the Commonwealth that they were harmed by the conduct of Respondents which occurred prior to signing the Assurance and which constituted violations of the Consumer Protection Law, the Tow Law, or the Philadelphia Towing Law. (See Exhibit A to the Commonwealth's Motion, Paragraph III.C. of the Monetary Relief). The Additional Restitution was to be determined by the Commonwealth, which would provide Respondents with a list of validated claims submitted by consumers who are entitled to Additional Restitution. (See Exhibit A to the Commonwealth's Motion, Paragraph III.C. of the Monetary Relief). In the Assurance, Respondents agreed to pay the amounts of Additional



Restitution to the Commonwealth within ten (10) days of receiving this list of validated claims. (See Exhibit A to the Commonwealth's Motion, Paragraph III.C. of the Monetary Relief).

The Commonwealth engaged in extensive correspondence and negotiations with Respondents to determine an amount of Additional Restitution to be paid. From approximately May 24, 2019 to January 7, 2020, the Commonwealth sent multiple letters containing lists of consumers with validated claims for Additional Restitution as defined under the Assurance of Voluntary Compliance along with additional complaints of violations that occurred after the Assurance was filed but do not fall into the Assurance's definition of Additional Restitution. These additional claims were sent to try to facilitate mediation between Respondents and the harmed consumers. The latest letter, dated January 7, 2020, contained a list of validated claims for Additional Restitution and the accompanying e-mail requested a status update on the other claims that were sent for mediation. No response was given to this letter or to the multiple attempts to reach Respondent's counsel through phone and e-mail made by the Commonwealth after January 7, 2020. (See Exhibit B to the Commonwealth's Motion).

Therefore, by failing to continue negotiations with the Commonwealth or to pay the Commonwealth the Additional Restitution within ten (10) days of receiving a list of validated complaints, Respondents violated the terms of the Assurance of Voluntary Compliance.

**B. Respondents Violated the Terms of the Assurance Because They Continued to Tow Vehicles in a Manner that Violated the Consumer Protection Law and the Philadelphia Towing Law.**

The Assurance of Voluntary Compliance provides that a breach of any one of the terms of the Assurance shall be sufficient to warrant the Commonwealth to request that this Court assess penalties as provided in Section 201-8(a) of the Consumer Protection Law and to seek any



other equitable relief which the Court deems necessary or proper. 73 P.S. § 201-8(a). (*See* Exhibit A to the Commonwealth's Motion, Paragraph IV.I. of the Miscellaneous Terms).

Section 201-8(a) of the Consumer Protection Law permits the Commonwealth to petition this Court for civil penalties of not more than Five Thousand and 00/100 Dollars (\$5,000.00) for each violation of any of the terms of an Assurance of Voluntary Compliance under Section 201-5 of the Consumer Protection Law, and any other equitable relief deemed needed or proper. 73 P.S. § 201-8(a). Section 201-8(a) of the Consumer Protection Law states:

(a) Any person who violates the terms of an injunction issued under section 4 of this act or any of the terms of an assurance of voluntary compliance duly filed in court under section 5 of this act shall forfeit and pay to the Commonwealth a civil penalty of not more than five thousand dollars (\$5,000) for each violation. For the purposes of this section the court issuing an injunction or in which an assurance of voluntary compliance is filed shall retain jurisdiction, and the cause shall be continued; and, in such cases, the Attorney General, or the appropriate District Attorney, acting in the name of the Commonwealth of Pennsylvania, may petition for recovery of civil penalties and any other equitable relief deemed needed or proper.

73 P.S. § 201-8(a).

Here, Respondents had knowledge of the Assurance of Voluntary Compliance and the Assurance was specific and definite in regards to Respondents' responsibility to comply with the Consumer Protection Law and the Philadelphia Towing Law. Moreover, the Assurance states that a breach of any one of the terms of the Assurance shall be sufficient to warrant the Commonwealth to request that this Court assess penalties as provided in Section 201-8(a) of the Consumer Protection Law and to order any other relief which the Court deems necessary or proper. 73 P.S. §201-8(a). (*See* Exhibit A to the Commonwealth's Motion, Paragraph IV.I. of the Miscellaneous Terms).

Respondents continued to violate the Consumer Protection Law and the Philadelphia Towing Law by only accepting cash payments, charging excessive "drop fees," towing cars where

signs were not clearly displayed, were missing, were confusing to vehicle owners and/or were located in obscure locations and damaging consumers' vehicles while towing them. Therefore, Respondents violated the terms of the Assurance.

**V. CONCLUSION**

For the forgoing reasons, Respondents violated the terms of the Assurance of Voluntary Compliance. Pursuant to the authorities cited above, including Section 201-8(a) of the Consumer Protection Law, 73 P.S. §201-8(a), this Court has the authority to assess civil penalties against Respondents as well as other equitable relief deemed necessary and proper. The Commonwealth respectfully requests this Honorable Court to enter an order granting the Commonwealth's Motion for Sanctions and requiring Respondents pay the Commonwealth the Additional Restitution for consumers who submitted complaints to the Commonwealth, to pay the Commonwealth a civil penalty for violating the terms of the Assurance and pay the Commonwealth's attorney fees and costs of filing this Motion.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

**JOSH SHAPIRO**  
*Attorney General*

Date: 2-13-20

By:

  
SAVERIO P. MIRARCHI  
*Senior Deputy Attorney General*  
PA Attorney ID #88616  
Commonwealth of Pennsylvania  
Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, PA 19103  
Phone: 215-560-2414

Fax: 215-560-2494  
Email: [smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov)



**FILED**

13 FEB 2020 08:48 am

**Civil Administration**

T. FOBBS

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION**

|  |   |                              |
|--|---|------------------------------|
| <b>COMMONWEALTH OF PENNSYLVANIA</b>          | : |                              |
| <b>BY THE PENNSYLVANIA OFFICE OF</b>         | : |                              |
| <b>ATTORNEY GENERAL</b>                      | : | <b>No. 180202951</b>         |
|  | : |                              |
| <b>Petitioner</b>                            | : | <b>February Term, 2018</b>   |
| <b>v.</b>                                    | : |                              |
|  | : | <b>CIVIL ACTION - EQUITY</b> |
| <b>ANTHONY D'ANGELO, individually and as</b> | : |                              |
| <b>Owner and President of</b>                | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>and</b>                                   | : |                              |
|  | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
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| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>Respondents</b>                           | : |                              |

**CERTIFICATE OF COMPLIANCE**

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

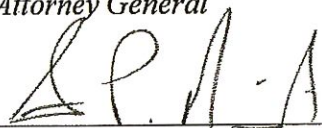
Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

**JOSH SHAPIRO**  
*Attorney General*

Date: 2-13-20

By:



**SAVERIO P. MIRARCHI**  
*Senior Deputy Attorney General*  
PA Attorney ID #88616

Commonwealth of Pennsylvania  
Office of Attorney General  
1600 Arch Street, Third Floor  
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Phone: 215-560-2414  
Fax: 215-560-2494  
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**FILED**

13 FEB 2020 08:48 am

**Civil Administration**

T. FOBBS

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
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| <b>and</b>                                   | : |                              |
|  | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>Respondents</b>                           | : |                              |

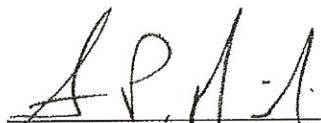
**CERTIFICATE OF SERVICE**

I, Saverio P. Mirarchi, Senior Deputy Attorney General, do hereby certify that a true and correct copy of the foregoing Motion for Sanctions and Memorandum of Law in support thereof were served on Respondents Anthony D'Angelo and George Smith Towing, Inc. at the address noted below by means of First Class U.S. Mail, postage prepaid, and electronic mail on the date noted below:

Benjamin J. Simmons, Esquire  
Michael A. Defino, Esquire  
DeFino Law Associates, P.C.  
2541 South Broad Street  
Philadelphia, PA 19148



Date: 2-13-20



SAVERIO P. MIRARCHI  
*Senior Deputy Attorney General*  
PA Attorney ID #88616  
Commonwealth of Pennsylvania  
Office of Attorney General  
1600 Arch Street, Third Floor  
Philadelphia, PA 19103  
Phone: 215-560-2414  
Fax: 215-560-2494  
Email: [smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov)

**FILED**

13 FEB 2020 08:48 am

**Civil Administration**

T. FOBBS

**EXHIBIT A**

Court of Common Pleas of Philadelphia County  
Trial Division

**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)  
**FEBRUARY 2018**  
E-Filing Number: 1802064412  
**002951**

|   |   |   |  |
|---|---|---|--|
| PLAINTIFF'S NAME<br>COM OF PA, OFFICE OF ATTORNEY GENERAL, BUR. OF CONSUMER PRO.  |   | DEFENDANT'S NAME<br>GEORGE SMITH TOWING, INC.   |  |
| PLAINTIFF'S ADDRESS<br>1600 ARCH STREET SUITE 300<br>PHILADELPHIA PA 19103  |   | DEFENDANT'S ADDRESS<br>3103 SOUTH 61ST STREET<br>PHILADELPHIA PA 19153  |  |
| PLAINTIFF'S NAME  |   | DEFENDANT'S NAME<br>ANTHONY D'ANGELO  |  |
| PLAINTIFF'S ADDRESS   |   | DEFENDANT'S ADDRESS<br>3103 SOUTH 61ST STREET<br>PHILADELPHIA PA 19153  |  |
| PLAINTIFF'S NAME  |   | DEFENDANT'S NAME  |  |
| PLAINTIFF'S ADDRESS   |   | DEFENDANT'S ADDRESS   |  |
| TOTAL NUMBER OF PLAINTIFFS<br>1   | TOTAL NUMBER OF DEFENDANTS<br>2   | COMMENCEMENT OF ACTION<br><input type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal<br><input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions |  |
| AMOUNT IN CONTROVERSY<br><input type="checkbox"/> \$50,000.00 or less<br><input type="checkbox"/> More than \$50,000.00   | COURT PROGRAMS<br><input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement<br><input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors<br><input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input checked="" type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival<br><input checked="" type="checkbox"/> Other: JUDGMENTS |   |  |
| CASE TYPE AND CODE<br>AV - ASSURANCE VOLUNTARY COMPLIANCE   |   |   |  |
| STATUTORY BASIS FOR CAUSE OF ACTION   |   |   |  |
| RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)  |   | IS CASE SUBJECT TO COORDINATION ORDER?<br>YES    NO   |  |
|   |   | <b>FILED</b><br><b>PROPROTHY</b><br><b>FEB 28 2018</b><br><b>M. BRYANT</b>  |  |
| TO THE PROTHONOTARY:<br>Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>COM OF PA, OFFICE OF ATTORNEY GENERAL, BUR. OF CONSUMER PRO.</u><br>Papers may be served at the address set forth below. |   |   |  |
| NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY<br>SAVERIO P. MIRARCHI  |   | ADDRESS<br>1600 ARCH STREET<br>SUITE 300<br>PHILADELPHIA PA 19103   |  |
| PHONE NUMBER<br>(215) 560-2414  | FAX NUMBER<br>(215) 560-2494  |   |  |
| SUPREME COURT IDENTIFICATION NO.<br>88616   |   | E-MAIL ADDRESS<br>smirarchi@attorneygeneral.gov   |  |
| SIGNATURE OF FILING ATTORNEY OR PARTY<br>SAVERIO MIRARCHI   |   | DATE SUBMITTED<br>Wednesday, February 28, 2018, 01:32 pm  |  |



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)  
*Attorney for Petitioner*



**IN THE COURT OF COMMON PLEAS OF  
 PHILADELPHIA COUNTY, PENNSYLVANIA**

|  |   |                              |
|--|---|------------------------------|
| <b>IN THE MATTER OF</b>                      | : |                              |
|  | : |                              |
| <b>COMMONWEALTH OF PENNSYLVANIA</b>          | : |                              |
| <b>OFFICE OF ATTORNEY GENERAL</b>            | : | _____ Term, 2018             |
| <b>By Attorney General JOSH SHAPIRO</b>      | : |                              |
|  | : |                              |
| <b>Petitioner</b>                            | : | <b>No.</b> _____             |
|  | : |                              |
| v.   | : | <b>CIVIL ACTION – EQUITY</b> |
|  | : |                              |
| <b>ANTHONY D'ANGELO, individually and as</b> | : |                              |
| <b>Owner and President of</b>                | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| and  | : |                              |
|  | : |                              |
| <b>GEORGE SMITH TOWING, INC.</b>             | : |                              |
| <b>3103 South 61<sup>st</sup> Street</b>     | : |                              |
| <b>Philadelphia, Pennsylvania 19153</b>      | : |                              |
|  | : |                              |
| <b>Respondents</b>                           | : |                              |

**ASSURANCE OF VOLUNTARY COMPLIANCE**

**AND NOW**, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (hereinafter

"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:

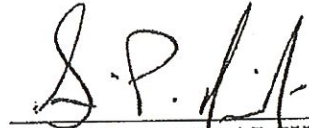
**(Signatures appear on the following pages)**

**FOR THE PETITIONER:**

COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
*Attorney General*

Date: 2-28-18 By:



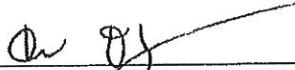
SAVERIO P. MIRARCHI  
*Senior Deputy Attorney General*  
Attorney I.D. #88616  
Pennsylvania Office of Attorney General  
Bureau of Consumer Protection  
1600 Arch Street, Suite 300  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494  
[smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov)



**FOR THE RESPONDENTS:**


ANTHONY D'ANGELO, individually

Date: 2/15/18

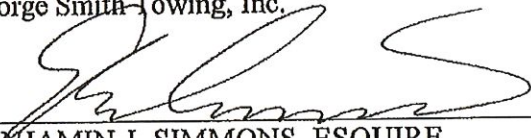
  
\_\_\_\_\_  
ANTHONY D'ANGELO, individually

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]

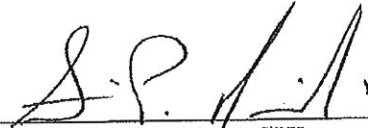




Philadelphia, Pennsylvania 19148  
bsimmons@definolawyers.com  
*Attorney for Respondents*

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  
Philadelphia, PA 19103  
215-560-2414  
*Attorney for Petitioner*

Case ID: 180202951  
Case ID: 180202951  
Control No.: 20021955

**FILED**

13 FEB 2020 08:48 am

**Civil Administration**

T. FOBBS

**EXHIBIT B**



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Bureau of Consumer Protection  
1600 Arch Street, Suite 300  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494

May 24, 2019

Via USPS First-Class Mail and Electronic Mail to [bsimmons@definolawyers.com](mailto:bsimmons@definolawyers.com)

Benjamin J. Simmons, Esquire  
DeFino Law Associates, P.C.  
2541 South Broad Street  
Philadelphia, PA 19148

Re: *Commonwealth of PA v. George Smith Towing, Inc. and Anthony D'Angelo, Individually and as Owner and President of George Smith Towing, Inc. – Additional Restitution.*

Dear Mr. Simmons:

As you know, from approximately June 15, 2018 through the present date, the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection ("Commonwealth") sent you several correspondence, pursuant to Section III.C. of the executed Assurance of Voluntary Compliance ("AVC"), with copies of the claims against George Smith Towing, Inc. which were received by the Commonwealth within sixty (60) days of the filing of the AVC. In accordance with Section III.C.3., the Commonwealth requested any relevant information, documents and/or written responses related to those claims.

Your email responses on September 18, 2018 and thereafter, included certain documents and information related to the claims. In an effort to determine which consumers were entitled to Additional Restitution under Section III.C. of the AVC, the Commonwealth reviewed all consumer complaints and documents, including the documents and responses George Smith Towing, Inc. provided to the Commonwealth.

Pursuant to that review, the Commonwealth found 143 consumers whose vehicles were towed by George Smith Towing, Inc. before the date the AVC was filed, which was February 28, 2018, who submitted complaints within the sixty (60) day period and who the Commonwealth has determined are eligible for Additional Restitution. The Commonwealth has determined that a total of \$32,386.00 is owed to these consumers in Additional Restitution. See attached Exhibit A.



George Smith Towing, Inc.  
AVC – Additional Restitution  
May 24, 2019  
Page 2

Please provide the full payment of the above Additional Restitution owed, totaling \$32,386.00, to the Commonwealth by **Friday, June 21, 2019**. As indicated in Section III.B.6. of the AVC, payment shall be made by certified check, cashier's check or money order made payable to the Commonwealth of Pennsylvania.

Please be advised that the payment of restitution, including Additional Restitution, owed by George Smith Towing, Inc. does not preclude the Commonwealth from bringing, and the Commonwealth specifically reserves the right to bring, an action for sanctions should the Commonwealth determine George Smith Towing, Inc.'s conduct violates the terms of the AVC or continues to violate the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*; the *Towing and Towing Storage Facility Standards Act*, 73 P.S. § 1971, *et seq.*; and the Philadelphia Towing Law under Section 9-605 of the Philadelphia Code.

If you have any questions, please contact me at the above address, on my direct line at (215) 560-2445 or at [smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov).

Sincerely,  
  
SAVERIO P. MIRARCHI  
*Senior Deputy Attorney General*

SPM/tnl  
Enclosure

## EXHIBIT A

|                  |                                     |    |        |
|------------------|-------------------------------------|----|--------|
| BCP-18-05-003739 | Dukes, Alexander                    | \$ | 205.00 |
| BCP-18-05-005079 | Willhelm, Melody                    | \$ | 230.00 |
| BCP-18-05-005081 | Oppenheimer, Miriam                 | \$ | 210.00 |
| BCP-18-05-005085 | Gilbert, Grant                      | \$ | 205.00 |
| BCP-18-05-005087 | Gibbs, Derek                        | \$ | 215.00 |
| BCP-18-05-005140 | Tagliaferro, Alicia                 | \$ | 205.00 |
| BCP-18-05-005141 | Shaeffer, David                     | \$ | 205.00 |
| BCP-18-05-005142 | Riley, John                         | \$ | 205.00 |
| BCP-18-05-005144 | Shuler, Lisa                        | \$ | 205.00 |
| BCP-18-05-005150 | Ryan, Donna                         | \$ | 250.00 |
| BCP-18-05-005163 | Robnson, Gloria                     | \$ | 250.00 |
| BCP-18-05-005165 | Richardson, Latoya                  | \$ | 205.00 |
| BCP-18-05-005174 | O'Reilly, E. B.                     | \$ | 205.00 |
| BCP-18-05-005206 | Maurer, Carolyn                     | \$ | 205.00 |
| BCP-18-05-005221 | Negron, Victoria                    | \$ | 205.00 |
| BCP-18-05-005227 | Nolden, Miranda                     | \$ | 205.00 |
| BCP-18-05-005237 | Mikos, Kimberly                     | \$ | 205.00 |
| BCP-18-05-005359 | Marks, Susan                        | \$ | 205.00 |
| BCP-18-05-005362 | Loreto, Joseph                      | \$ | 205.00 |
| BCP-18-05-005364 | Lawson, Tiffany                     | \$ | 205.00 |
| BCP-18-05-005373 | Balmores-Jumarang,<br>Cristine      | \$ | 205.00 |
| BCP-18-05-005375 | Almond, Lawrence                    | \$ | 205.00 |
| BCP-18-05-005378 | Butterfield, Tiffany                | \$ | 205.00 |
| BCP-18-05-005382 | Boyd, Terah                         | \$ | 210.00 |
| BCP-18-05-005388 | Lang, Kristina                      | \$ | 205.00 |
| BCP-18-05-005425 | Jones, Yolanda                      | \$ | 205.00 |
| BCP-18-05-005431 | Hempel, Russ, and Linda<br>Schepise | \$ | 225.00 |
| BCP-18-05-005440 | Gadzicki, Paul                      | \$ | 175.00 |
| BCP-18-05-005443 | Egelberg, Adam                      | \$ | 205.00 |
| BCP-18-05-005446 | Graub, Richard                      | \$ | 205.00 |
| BCP-18-05-005449 | Bergey, Nicholas                    | \$ | 250.00 |
| BCP-18-05-005454 | LeMaitre, Kimberley                 | \$ | 205.00 |
| BCP-18-05-005459 | Byrne, Delaney                      | \$ | 325.00 |
| BCP-18-05-005462 | Gleason, Vanessa                    | \$ | 205.00 |



|                  |                       |    |        |
|------------------|-----------------------|----|--------|
| BCP-18-05-005466 | Ho, Lee               | \$ | 205.00 |
| BCP-18-05-005492 | Fanalle, David        | \$ | 225.00 |
| BCP-18-05-005517 | Felgel, Deborah       | \$ | 205.00 |
| BCP-18-05-005520 | Novak, Kyra           | \$ | 205.00 |
| BCP-18-05-005521 | DeChristoforo, Joseph | \$ | 205.00 |
| BCP-18-05-005558 | Smith, Clifford       | \$ | 205.00 |
| BCP-18-05-005596 | Rabinowitz, Darren    | \$ | 205.00 |
| BCP-18-05-005606 | Taylor, Randall       | \$ | 205.00 |
| BCP-18-05-005608 | Post, Haley           | \$ | 205.00 |
| BCP-18-05-005610 | Freyre, Juan          | \$ | 200.00 |
| BCP-18-05-005612 | Del Gaone, Patrick    | \$ | 205.00 |
| BCP-18-05-005616 | Slm-Laramee, Angela   | \$ | 175.00 |
| BCP-18-05-005623 | Garrett, Ashley       | \$ | 200.00 |
| BCP-18-05-005623 | Garrett, Ashley       | \$ | 200.00 |
| BCP-18-05-005625 | Walton, Robert        | \$ | 205.00 |
| BCP-18-05-005639 | Miller, Emily         | \$ | 205.00 |
| BCP-18-05-005674 | Moran, Maryrose       | \$ | 205.00 |
| BCP-18-05-005692 | Shultz, Joseph        | \$ | 205.00 |
| BCP-18-05-005700 | Fagan, Brian          | \$ | 205.00 |
| BCP-18-05-005703 | Palace, Kelly         | \$ | 205.00 |
| BCP-18-05-005706 | Hanratty, Bryan       | \$ | 205.00 |
| BCP-18-05-005726 | Simon, Andrew         | \$ | 205.00 |
| BCP-18-05-005730 | Dang, Susan           | \$ | 205.00 |
| BCP-18-05-005740 | Buddle, Kristin       | \$ | 235.00 |
| BCP-18-05-005743 | Brown, Felicia        | \$ | 205.00 |
| BCP-18-05-005747 | Hyman, Emily          | \$ | 205.00 |
| BCP-18-05-005749 | Lubitsky, Joseph      | \$ | 300.00 |
| BCP-18-05-005753 | Louis, Cheryl         | \$ | 205.00 |
| BCP-18-05-005759 | Francano, Stephen     | \$ | 205.00 |
| BCP-18-05-005776 | Nixon, Darryl         | \$ | 205.00 |
| BCP-18-05-006623 | Goodman, Bruce        | \$ | 205.00 |
| BCP-18-05-006628 | Unkow, Ulumje Alex    | \$ | 205.00 |
| BCP-18-05-006659 | Pollard, Jared        | \$ | 205.00 |
| BCP-18-05-006659 | Pollard, Jared        | \$ | 205.00 |
| BCP-18-05-006660 | Gifford, Alyssa       | \$ | 205.00 |
| BCP-18-05-006661 | Kane, Jospheh         | \$ | 500.00 |
| BCP-18-05-006663 | Magllo, Michael       | \$ | 205.00 |
| BCP-18-05-006666 | Lichtfuss, Shawn      | \$ | 275.00 |



|                  |                                      |    |        |
|------------------|--------------------------------------|----|--------|
| BCP-18-05-006677 | Vereen-Stokes, Lisa                  | \$ | 100.00 |
| BCP-18-05-006678 | Castagna, Francis L.                 | \$ | 205.00 |
| BCP-18-05-006680 | Junior, Jay L.                       | \$ | 205.00 |
| BCP-18-05-006681 | Donahue, Karen                       | \$ | 205.00 |
| BCP-18-05-006725 | Glover, Talina                       | \$ | 205.00 |
| BCP-18-05-006796 | O'Malley, Michael                    | \$ | 205.00 |
| BCP-18-05-006805 | Hasenauer, Joseph                    | \$ | 205.00 |
| BCP-18-05-006812 | Tannahill, Hallie Avizad             | \$ | 205.00 |
| BCP-18-05-006820 | Ramos, Christina                     | \$ | 205.00 |
| BCP-18-05-006827 | Alden, Craig                         | \$ | 205.00 |
| BCP-18-05-006830 | Blasetti, Jennifer                   | \$ | 205.00 |
| BCP-18-05-006833 | DiMento, Diane Marie                 | \$ | 205.00 |
| BCP-18-05-006851 | Murray, Marjilyn                     | \$ | 205.00 |
| BCP-18-05-006867 | Davis, Sterling                      | \$ | 175.00 |
| BCP-18-05-006875 | Ma, Xiaomei                          | \$ | 175.00 |
| BCP-18-05-006899 | Taylor, Molly                        | \$ | 205.00 |
| BCP-18-05-006907 | Wood, Joseph B.                      | \$ | 205.00 |
| BCP-18-05-006922 | Janoski, Maria Cristina R.           | \$ | 205.00 |
| BCP-18-05-006932 | Cerrone, Angela                      | \$ | 235.00 |
| BCP-18-05-006935 | Hand, Verinia                        | \$ | 200.00 |
| BCP-18-05-007284 | Duran, Aleidy                        | \$ | 205.00 |
| BCP-18-05-007285 | Griffith, Jessica                    | \$ | 200.00 |
| BCP-18-05-007286 | Biggin, Andrew                       | \$ | 235.00 |
| BCP-18-05-007287 | Sonntag, Janet and Scheel,<br>Gerald | \$ | 205.00 |
| BCP-18-05-007288 | Waring, Tom                          | \$ | 205.00 |
| BCP-18-05-007291 | Spencer, Susan                       | \$ | 175.00 |
| BCP-18-05-007293 | Casillas, Demetrius                  | \$ | 205.00 |
| BCP-18-05-007299 | Martez, Emerald Sky                  | \$ | 205.00 |
| BCP-18-05-007299 | Martez, Emerald Sky                  | \$ | 205.00 |
| BCP-18-05-007305 | Frankel, Brett                       | \$ | 235.00 |
| BCP-18-05-007307 | Bath, David                          | \$ | 205.00 |
| BCP-18-05-007309 | Barnes-DelColle, Margaret            | \$ | 205.00 |
| BCP-18-05-007312 | Clifford, Ray                        | \$ | 500.00 |
| BCP-18-05-007318 | Cooper, Tiffany                      | \$ | 205.00 |
| BCP-18-05-007320 | Watson, Cynthia                      | \$ | 205.00 |
| BCP-18-05-007778 | Hannibal, George                     | \$ | 205.00 |
| BCP-18-05-007783 | McDowall, Tomeeca                    | \$ | 275.00 |

|                  |                               |    |        |
|------------------|-------------------------------|----|--------|
| BCP-18-05-007787 | Schelner, Jacob               | \$ | 205.00 |
| BCP-18-05-007797 | Carrelli, Joseph F.           | \$ | 205.00 |
| BCP-18-05-007906 | DePalma, Kathleen             | \$ | 205.00 |
| BCP-18-05-007916 | Bray, Robert                  | \$ | 205.00 |
| BCP-18-05-007918 | Sunderhauf, Mary              | \$ | 275.00 |
| BCP-18-05-007921 | MacCroy, Colin                | \$ | 205.00 |
| BCP-18-05-007932 | Jackson, Mary Tate            | \$ | 205.00 |
| BCP-18-05-007949 | Ryder, Senquetta              | \$ | 200.00 |
| BCP-18-05-008235 | Williams-Swinburn,<br>Gregory | \$ | 205.00 |
| BCP-18-05-008386 | Suss, Stuart                  | \$ | 205.00 |
| BCP-18-05-009377 | Hedgepeth, Alfred             | \$ | 205.00 |
| BCP-18-05-009385 | Esposito, Diane               | \$ | 500.00 |
| BCP-18-05-009387 | Sauer, Lori Ann               | \$ | 205.00 |
| BCP-18-05-009389 | Wallace, Mae E.               | \$ | 180.00 |
| BCP-18-05-009389 | Wallace, Mae E.               | \$ | 180.00 |
| BCP-18-05-009394 | Roge, Raymond                 | \$ | 500.00 |
| BCP-18-05-009407 | Porto, Rochelle               | \$ | 205.00 |
| BCP-18-05-009413 | Holmes, Zaheerah              | \$ | 205.00 |
| BCP-18-05-009418 | Coleman, Wendy                | \$ | 205.00 |
| BCP-18-05-009457 | Whack, Tracy                  | \$ | 216.00 |
| BCP-18-05-009464 | Bader, Allison                | \$ | 200.00 |
| BCP-18-05-009470 | Kuerzi, Jenna                 | \$ | 205.00 |
| BCP-18-05-009473 | Quaiser, Joseph               | \$ | 295.00 |
| BCP-18-05-009477 | Carrero, Nicole               | \$ | 205.00 |
| BCP-18-05-009482 | Bess, William                 | \$ | 205.00 |
| BCP-18-05-009482 | Bess, William                 | \$ | 205.00 |
| BCP-18-05-009498 | Harding, David                | \$ | 250.00 |
| BCP-18-05-009500 | Herman, Rob                   | \$ | 205.00 |
| BCP-18-05-009512 | Jacobs, Tanya                 | \$ | 175.00 |
| BCP-18-05-009976 | Velazquez, Angel              | \$ | 180.00 |
| BCP-18-05-009979 | Malvestuto, Gia               | \$ | 205.00 |
| BCP-18-05-009991 | Avallone, Gia                 | \$ | 205.00 |
| BCP-18-05-010000 | Herb, Marie                   | \$ | 205.00 |
| BCP-18-05-010016 | Esposito, Nicholas            | \$ | 500.00 |
| BCP-18-05-010020 | Neumann, Sheryl               | \$ | 260.00 |
| BCP-18-05-010351 | Mastalski, Jeffrey            | \$ | 205.00 |
| BCP-18-05-010358 | Roseman, Jodi                 | \$ | 205.00 |



|                  |                  |                     |
|------------------|------------------|---------------------|
| BCP-18-05-010360 | Boerner, Sarah   | \$ 205.00           |
| BCP-18-05-010365 | Kaperstein, Eric | \$ 205.00           |
|                  | <b>Total</b>     | <b>\$ 32,386.00</b> |





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Bureau of Consumer Protection  
1600 Arch Street, Suite 300  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494

November 8, 2019

Via USPS First-Class Mail and Electronic Mail to [bsimmons@definolawyers.com](mailto:bsimmons@definolawyers.com)

Benjamin J. Simmons, Esquire  
DeFino Law Associates, P.C.  
2541 South Broad Street  
Philadelphia, PA 19148

Re: *Commonwealth of PA v. George Smith Towing, Inc. and Anthony D'Angelo, Individually and as Owner and President of George Smith Towing, Inc. – Additional Restitution.*

Dear Mr. Simmons:

As you know, from approximately June 15, 2018 through the present date, the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection (“Commonwealth”) sent you several correspondence, pursuant to Section III.C. of the executed Assurance of Voluntary Compliance (“AVC”), with copies of the claims against George Smith Towing, Inc. which were received by the Commonwealth within sixty (60) days of the filing of the AVC. In accordance with Section III.C.3. of the AVC, the Commonwealth requested any relevant information, documents and/or written responses related to those claims.

Your responses included certain documents and information related to the claims. In an effort to determine which consumers were entitled to Additional Restitution under Section III.C. of the AVC, the Commonwealth reviewed all consumer complaints and documents, including the documents and responses George Smith Towing, Inc. provided to the Commonwealth.

Pursuant to that review, the Commonwealth found 146 consumers whose vehicles were towed by George Smith Towing, Inc. before the date the AVC was filed, which was February 28, 2018, who submitted complaints within the sixty (60) day period and who the Commonwealth has determined are eligible for Additional Restitution. After giving due consideration to documents showing that various consumers may have been towed for parking illegally, the Commonwealth has determined that a total of \$27,016.00 is owed to these consumers in

George Smith Towing, Inc.  
AVC – Additional Restitution  
November 8, 2019  
Page 2

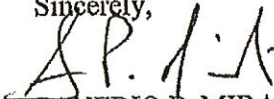
Additional Restitution. The list of consumers for whom the Commonwealth is seeking Additional Restitution is attached as *Exhibit A* pursuant to Section III.C.4. of the AVC.

Section III.C.4.a. of the AVC requires George Smith Towing, Inc. to pay the amounts of Additional Restitution to the Commonwealth within ten (10) days of the Commonwealth submitting the list of validated complaints to George Smith Towing, Inc. Therefore, please provide the full payment of the above Additional Restitution owed, totaling \$27,016.00, by **Monday, November 18, 2019**. As indicated in Section III.B.6. of the AVC, payment shall be made by certified check, cashier's check or money order made payable to the Commonwealth of Pennsylvania.

Please be advised that the payment of restitution, including Additional Restitution, owed by George Smith Towing, Inc. does not preclude the Commonwealth from bringing, and the Commonwealth specifically reserves the right to bring, an action for sanctions should the Commonwealth determine George Smith Towing, Inc.'s conduct violates the terms of the AVC or continues to violate the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*; the *Towing and Towing Storage Facility Standards Act*, 73 P.S. § 1971, *et seq.*; and the Philadelphia Towing Law under Section 9-605 of the Philadelphia Code.

If you have any questions or would like to discuss this matter, please contact me at the above address, on my direct line at (215) 560-2445 or at [smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov).

Sincerely,



SAVERIO P. MIRARCHI

*Senior Deputy Attorney General*

SPM/tnl  
Enclosure



| Matter No.       | Consumer                         | Restitution |
|------------------|----------------------------------|-------------|
| BCP-18-05-005079 | Wilhelm, Melody                  | \$ 230.00   |
| BCP-18-05-005081 | Oppenheimer, Miriam              | \$ 210.00   |
| BCP-18-05-005085 | Gilbert, Grant                   | \$ 205.00   |
| BCP-18-05-005087 | Gibbs, Derek                     | \$ 215.00   |
| BCP-18-05-005140 | Tagliaferro, Alicia              | \$ 205.00   |
| BCP-18-05-005141 | Shaeffer, David                  | \$ 205.00   |
| BCP-18-05-005142 | Riley, John                      | \$ 102.50   |
| BCP-18-05-005150 | Ryan, Donna                      | \$ 250.00   |
| BCP-18-05-005163 | Robinson, Gloria                 | \$ 250.00   |
| BCP-18-05-005165 | Richardson, Latoya               | \$ 102.50   |
| BCP-18-05-005174 | O'Reilly, E. B.                  | \$ 205.00   |
| BCP-18-05-005206 | Maurer, Carolyn                  | \$ 205.00   |
| BCP-18-05-005221 | Negron, Victoria                 | \$ 102.50   |
| BCP-18-05-005227 | Nolden, Miranda                  | \$ 205.00   |
| BCP-18-05-005237 | Milkos, Kimberly                 | \$ 205.00   |
| BCP-18-05-005359 | Marks, Susan                     | \$ 205.00   |
| BCP-18-05-005362 | Loreto, Joseph                   | \$ 102.50   |
| BCP-18-05-005364 | Lawson, Tiffany                  | \$ 205.00   |
| BCP-18-05-005373 | Balmores-Jumarang, Cristine      | \$ 205.00   |
| BCP-18-05-005375 | Almond, Lawrence                 | \$ 205.00   |
| BCP-18-05-005378 | Butterfield, Tiffany             | \$ 205.00   |
| BCP-18-05-005382 | Boyd, Terah                      | \$ 210.00   |
| BCP-18-05-005388 | Lang, Kristina                   | \$ 205.00   |
| BCP-18-05-005425 | Jones, Yolanda                   | \$ 205.00   |
| BCP-18-05-005431 | Hempel, Russ, and Linda Schepise | \$ 225.00   |
| BCP-18-05-005440 | Gadzicki, Paul                   | \$ 175.00   |
| BCP-18-05-005449 | Bergey, Nicholas                 | \$ 250.00   |
| BCP-18-05-005454 | LeMaitre, Kimberley              | \$ 205.00   |
| BCP-18-05-005459 | Byrne, Delaney                   | \$ 325.00   |
| BCP-18-05-005462 | Gleason, Vanessa                 | \$ 205.00   |
| BCP-18-05-005466 | Ho, Lee                          | \$ 205.00   |
| BCP-18-05-005517 | Feigel, Deborah                  | \$ 102.50   |
| BCP-18-05-005520 | Novak, Kyra                      | \$ 205.00   |
| BCP-18-05-005521 | DeChristoforo, Joseph            | \$ 205.00   |
| BCP-18-05-005558 | Smith, Clifford                  | \$ 205.00   |
| BCP-18-05-005596 | Rabinowitz, Darren               | \$ 102.50   |
| BCP-18-05-005606 | Taylor, Randall                  | \$ 205.00   |
| BCP-18-05-005610 | Freyre, Juan                     | \$ 200.00   |
| BCP-18-05-005612 | Del Gaone, Patrick               | \$ 205.00   |
| BCP-18-05-005616 | Sim-Laramee, Angela              | \$ 175.00   |
| BCP-18-05-005623 | Garrett, Ashley                  | \$ 200.00   |
| BCP-18-05-005623 | Garrett, Ashley                  | \$ 200.00   |
| BCP-18-05-005625 | Walton, Robert                   | \$ 205.00   |



|                  |                                   |    |        |
|------------------|-----------------------------------|----|--------|
| BCP-18-05-005674 | Moran, Maryrose                   | \$ | 102.50 |
| BCP-18-05-005692 | Shultz, Joseph                    | \$ | 205.00 |
| BCP-18-05-005700 | Fagan, Brian                      | \$ | 205.00 |
| BCP-18-05-005703 | Palace, Kelly                     | \$ | 102.50 |
| BCP-18-05-005706 | Hanratty, Bryan                   | \$ | 205.00 |
| BCP-18-05-005726 | Simon, Andrew                     | \$ | 205.00 |
| BCP-18-05-005730 | Dang, Susan                       | \$ | 205.00 |
| BCP-18-05-005737 | Bechard, Jasen                    | \$ | 205.00 |
| BCP-18-05-005740 | Buddle, Kristin                   | \$ | 235.00 |
| BCP-18-05-005743 | Brown, Felicia                    | \$ | 102.50 |
| BCP-18-05-005747 | Hyman, Emily                      | \$ | 205.00 |
| BCP-18-05-005749 | Lublitsky, Joseph                 | \$ | 300.00 |
| BCP-18-05-005753 | Louis, Cheryl                     | \$ | 205.00 |
| BCP-18-05-005759 | Francano, Stephen                 | \$ | 205.00 |
| BCP-18-05-006623 | Goodman, Bruce                    | \$ | 205.00 |
| BCP-18-05-006628 | Unkow, Ulumje Alex                | \$ | 205.00 |
| BCP-18-05-006660 | Gifford, Alyssa                   | \$ | 205.00 |
| BCP-18-05-006661 | Kane, Jospheh                     | \$ | 500.00 |
| BCP-18-05-006663 | Magllo, Michael                   | \$ | 205.00 |
| BCP-18-05-006666 | Lichtfuss, Shawn                  | \$ | 275.00 |
| BCP-18-05-006677 | Vereen-Stokes, Lisa               | \$ | 100.00 |
| BCP-18-05-006678 | Castagna, Francis L.              | \$ | 205.00 |
| BCP-18-05-006681 | Donahue, Karen                    | \$ | 205.00 |
| BCP-18-05-006725 | Glover, Talina                    | \$ | 205.00 |
| BCP-18-05-006796 | O'Malley, Michael                 | \$ | 205.00 |
| BCP-18-05-006812 | Tannahill, Hallie Avizad          | \$ | 205.00 |
| BCP-18-05-006820 | Ramos, Christina                  | \$ | 205.00 |
| BCP-18-05-006827 | Alden, Craig                      | \$ | 205.00 |
| BCP-18-05-006830 | Blasetti, Jennifer                | \$ | 205.00 |
| BCP-18-05-006833 | DiMento, Diane Marie              | \$ | 205.00 |
| BCP-18-05-006851 | Murray, Marjilyn                  | \$ | 205.00 |
| BCP-18-05-006867 | Davis, Sterling                   | \$ | 175.00 |
| BCP-18-05-006875 | Ma, Xiaomei                       | \$ | 175.00 |
| BCP-18-05-006899 | Taylor, Molly                     | \$ | 205.00 |
| BCP-18-05-006907 | Wood, Joseph B.                   | \$ | 205.00 |
| BCP-18-05-006932 | Cerrone, Angela                   | \$ | 235.00 |
| BCP-18-05-006935 | Hand, Verinia                     | \$ | 200.00 |
| BCP-18-05-007284 | Duran, Aleidy                     | \$ | 205.00 |
| BCP-18-05-007285 | Griffith, Jessica                 | \$ | 200.00 |
| BCP-18-05-007286 | Biggin, Andrew                    | \$ | 235.00 |
| BCP-18-05-007287 | Sonntag, Janet and Scheel, Gerald | \$ | 205.00 |
| BCP-18-05-007288 | Waring, Tom                       | \$ | 205.00 |
| BCP-18-05-007291 | Spencer, Susan                    | \$ | 175.00 |
| BCP-18-05-007293 | Casillas, Demetrius               | \$ | 205.00 |



|                  |                            |    |        |
|------------------|----------------------------|----|--------|
| BCP-18-05-007305 | Frankel, Brett             | \$ | 235.00 |
| BCP-18-05-007307 | Bath, David                | \$ | 205.00 |
| BCP-18-05-007309 | Barnes-DelColle, Margaret  | \$ | 205.00 |
| BCP-18-05-007312 | Clifford, Ray              | \$ | 500.00 |
| BCP-18-05-007318 | Cooper, Tiffany            | \$ | 102.50 |
| BCP-18-05-007320 | Watson, Cynthia            | \$ | 205.00 |
| BCP-18-05-007778 | Hannibal, George           | \$ | 205.00 |
| BCP-18-05-007787 | Scheiner, Jacob            | \$ | 205.00 |
| BCP-18-05-007797 | Carrelli, Joseph F.        | \$ | 205.00 |
| BCP-18-05-007906 | DePalma, Kathleen          | \$ | 205.00 |
| BCP-18-05-007916 | Bray, Robert               | \$ | 205.00 |
| BCP-18-05-007918 | Sunderhauf, Mary           | \$ | 275.00 |
| BCP-18-05-007921 | MacCrory, Colin            | \$ | 205.00 |
| BCP-18-05-007932 | Jackson, Mary Tate         | \$ | 205.00 |
| BCP-18-05-007949 | Ryder, Senquetta           | \$ | 100.00 |
| BCP-18-05-008235 | Williams-Swinburn, Gregory | \$ | 205.00 |
| BCP-18-05-009377 | Hedgepeth, Alfred          | \$ | 205.00 |
| BCP-18-05-009385 | Esposito, Diane            | \$ | 500.00 |
| BCP-18-05-009387 | Sauer, Lori Ann            | \$ | 205.00 |
| BCP-18-05-009389 | Wallace, Mae E.            | \$ | 180.00 |
| BCP-18-05-009389 | Wallace, Mae E.            | \$ | 180.00 |
| BCP-18-05-009394 | Roge, Raymond              | \$ | 500.00 |
| BCP-18-05-009413 | Holmes, Zaheerah           | \$ | 205.00 |
| BCP-18-05-009418 | Coleman, Wendy             | \$ | 205.00 |
| BCP-18-05-009457 | Whack, Tracy               | \$ | 216.00 |
| BCP-18-05-009464 | Bader, Allison             | \$ | 200.00 |
| BCP-18-05-009470 | Kuerzi, Jenna              | \$ | 205.00 |
| BCP-18-05-009473 | Qualser, Joseph            | \$ | 295.00 |
| BCP-18-05-009477 | Carrero, Nicole            | \$ | 205.00 |
| BCP-18-05-009482 | Bess, William              | \$ | 205.00 |
| BCP-18-05-009482 | Bess, William              | \$ | 205.00 |
| BCP-18-05-009498 | Harding, David             | \$ | 250.00 |
| BCP-18-05-009500 | Herman, Rob                | \$ | 205.00 |
| BCP-18-05-009508 | Rosemann, Jesse            | \$ | 205.00 |
| BCP-18-05-009512 | Jacobs, Tanya              | \$ | 175.00 |
| BCP-18-05-009976 | Velazquez, Angel           | \$ | 180.00 |
| BCP-18-05-009979 | Malvestuto, Gia            | \$ | 205.00 |
| BCP-18-05-009991 | Avallone, Gia              | \$ | 102.50 |
| BCP-18-05-010016 | Esposito, Nicholas         | \$ | 500.00 |
| BCP-18-05-010351 | Mastalski, Jeffrey         | \$ | 205.00 |
| BCP-18-05-010358 | Roseman, Jodi              | \$ | 205.00 |
| BCP-18-05-010365 | Kaperstein, Eric           | \$ | 102.50 |

**Total**

**\$ 27,016.00**





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO  
ATTORNEY GENERAL

Bureau of Consumer Protection  
1600 Arch Street, Suite 300  
Philadelphia, Pennsylvania 19103  
Telephone: (215) 560-2414  
Facsimile: (215) 560-2494

January 7, 2020

Via USPS First-Class Mail and Electronic Mail to [bsimmons@definolawyers.com](mailto:bsimmons@definolawyers.com)

Benjamin J. Simmons, Esquire  
DeFino Law Associates, P.C.  
2541 South Broad Street  
Philadelphia, PA 19148

Re: *Commonwealth of PA v. George Smith Towing, Inc. and Anthony D'Angelo, Individually and as Owner and President of George Smith Towing, Inc. – Additional Restitution.*

Dear Mr. Simmons:

As you know, from approximately June 15, 2018 through the present date, the Commonwealth of Pennsylvania, Office of Attorney General ("Commonwealth") sent you several correspondence, pursuant to Section III.C. of the executed Assurance of Voluntary Compliance ("AVC"), with copies of the claims against George Smith Towing, Inc. which were received by the Commonwealth within sixty (60) days of the filing of the AVC. In accordance with Section III.C.3. of the AVC, the Commonwealth requested any relevant information, documents and/or written responses related to those claims.

Your responses included certain documents and information related to the claims. In an effort to determine which consumers were entitled to Additional Restitution under Section III.C. of the AVC, the Commonwealth reviewed all consumer complaints and documents, including the documents and responses George Smith Towing, Inc. provided to the Commonwealth.

Pursuant to that review, the Commonwealth found 118 consumers whose vehicles were towed by George Smith Towing, Inc. before the date the AVC was filed, which was February 28, 2018, who submitted complaints within the sixty (60) day period and who the Commonwealth has determined are eligible for Additional Restitution. After giving due consideration to documents showing that various consumers may have been towed for parking illegally, the Commonwealth has determined that a total of \$20,270.00 is owed to these consumers in



George Smith Towing, Inc.  
AVC -- Additional Restitution  
January 7, 2020  
Page 2

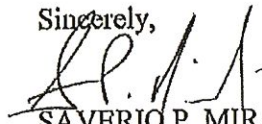
Additional Restitution. The list of consumers for whom the Commonwealth is seeking Additional Restitution is attached as *Exhibit A* pursuant to Section III.C.4. of the AVC.

Section III.C.4.a. of the AVC requires George Smith Towing, Inc. to pay the amounts of Additional Restitution to the Commonwealth within ten (10) days of the Commonwealth submitting the list of validated complaints to George Smith Towing, Inc. Therefore, please provide the full payment of the above Additional Restitution owed, totaling \$20,270.00, by **Friday, January 17, 2020**. As indicated in Section III.B.6. of the AVC, payment shall be made by certified check, cashier's check or money order made payable to the Commonwealth of Pennsylvania.

Please be advised that the payment of restitution, including Additional Restitution, owed by George Smith Towing, Inc. does not preclude the Commonwealth from bringing, and the Commonwealth specifically reserves the right to bring, an action for sanctions should the Commonwealth determine George Smith Towing, Inc.'s conduct violates the terms of the AVC or continues to violate the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*; the *Towing and Towing Storage Facility Standards Act*, 73 P.S. § 1971, *et seq.*; and the Philadelphia Towing Law under Section 9-605 of the Philadelphia Code.

If you have any questions or would like to discuss this matter, please contact me at the above address, on my direct line at (215) 560-2445 or at [smirarchi@attorneygeneral.gov](mailto:smirarchi@attorneygeneral.gov).

Sincerely,

  
SAVERIO P. MIRARCHI  
Senior Deputy Attorney General

SPM/tnl  
Enclosure

| Matter No.       | Consumer                         | Restitution |
|------------------|----------------------------------|-------------|
| BCP-18-05-005079 | Wilhelm, Melody                  | \$ 115.00   |
| BCP-18-05-005087 | Gibbs, Derek                     | \$ 107.50   |
| BCP-18-05-005140 | Tagliaferrro, Alicia             | \$ 102.50   |
| BCP-18-05-005141 | Shaeffer, David                  | \$ 102.50   |
| BCP-18-05-005142 | Riley, John                      | \$ 102.50   |
| BCP-18-05-005150 | Ryan, Donna                      | \$ 250.00   |
| BCP-18-05-005163 | Robinson, Gloria                 | \$ 205.00   |
| BCP-18-05-005165 | Richardson, Latoya               | \$ 102.50   |
| BCP-18-05-005174 | O'Relly, E. B.                   | \$ 205.00   |
| BCP-18-05-005206 | Maurer, Carolyn                  | \$ 102.50   |
| BCP-18-05-005221 | Negron, Victoria                 | \$ 102.50   |
| BCP-18-05-005227 | Nolden, Miranda                  | \$ 205.00   |
| BCP-18-05-005237 | Milkos, Kimberly                 | \$ 102.50   |
| BCP-18-05-005359 | Marks, Susan                     | \$ 100.00   |
| BCP-18-05-005362 | Loreto, Joseph                   | \$ 102.50   |
| BCP-18-05-005364 | Lawson, Tiffany                  | \$ 102.50   |
| BCP-18-05-005373 | Balmores-Jumarang, Cristine      | \$ 102.50   |
| BCP-18-05-005375 | Almond, Lawrence                 | \$ 102.50   |
| BCP-18-05-005378 | Butterfield, Tiffany             | \$ 102.50   |
| BCP-18-05-005382 | Boyd, Terah                      | \$ 105.00   |
| BCP-18-05-005388 | Lang, Kristina                   | \$ 205.00   |
| BCP-18-05-005431 | Hempel, Russ, and Linda Schepise | \$ 112.50   |
| BCP-18-05-005440 | Gadzicki, Paul                   | \$ 175.00   |
| BCP-18-05-005443 | Egelberg, Adam                   | \$ 205.00   |
| BCP-18-05-005446 | Graub, Richard                   | \$ 102.50   |
| BCP-18-05-005449 | Bergey, Nicholas                 | \$ 125.00   |
| BCP-18-05-005454 | LeMaitre, Kimberley              | \$ 102.50   |
| BCP-18-05-005459 | Byrne, Delaney                   | \$ 325.00   |
| BCP-18-05-005462 | Gleason, Vanessa                 | \$ 205.00   |
| BCP-18-05-005466 | Ho, Lee                          | \$ 205.00   |
| BCP-18-05-005517 | Feigel, Deborah                  | \$ 102.50   |
| BCP-18-05-005520 | Novak, Kyra                      | \$ 205.00   |
| BCP-18-05-005521 | DeChristoforo, Joseph            | \$ 102.50   |
| BCP-18-05-005558 | Smith, Clifford                  | \$ 205.00   |
| BCP-18-05-005596 | Rabinowitz, Darren               | \$ 102.50   |
| BCP-18-05-005606 | Taylor, Randall                  | \$ 102.50   |
| BCP-18-05-005608 | Post, Haley                      | \$ 205.00   |
| BCP-18-05-005610 | Freyre, Juan                     | \$ 102.50   |
| BCP-18-05-005616 | Slm-Laramee, Angela              | \$ 87.50    |
| BCP-18-05-005623 | Garrett, Ashley                  | \$ 200.00   |
| BCP-18-05-005623 | Garrett, Ashley                  | \$ 200.00   |
| BCP-18-05-005674 | Moran, Maryrose                  | \$ 102.50   |
| BCP-18-05-005692 | Shultz, Joseph                   | \$ 102.50   |



| Matter No.       | Consumer                          | Restitution |
|------------------|-----------------------------------|-------------|
| BCP-18-05-005700 | Fagan, Brian                      | \$ 102.50   |
| BCP-18-05-005703 | Palace, Kelly                     | \$ 102.50   |
| BCP-18-05-005726 | Simon, Andrew                     | \$ 205.00   |
| BCP-18-05-005730 | Dang, Susan                       | \$ 102.50   |
| BCP-18-05-005737 | Bechard, Jasen                    | \$ 102.50   |
| BCP-18-05-005740 | Buddle, Kristin                   | \$ 235.00   |
| BCP-18-05-005743 | Brown, Felicia                    | \$ 102.50   |
| BCP-18-05-005747 | Hyman, Emily                      | \$ 205.00   |
| BCP-18-05-005759 | Francano, Stephen                 | \$ 102.50   |
| BCP-18-05-006623 | Goodman, Bruce                    | \$ 102.50   |
| BCP-18-05-006628 | Unkow, Ulumje Alex                | \$ 205.00   |
| BCP-18-05-006660 | Gifford, Alyssa                   | \$ 205.00   |
| BCP-18-05-006661 | Kane, Jospheh                     | \$ 500.00   |
| BCP-18-05-006663 | Maglio, Michael                   | \$ 102.50   |
| BCP-18-05-006666 | Lichtfuss, Shawn                  | \$ 275.00   |
| BCP-18-05-006677 | Vereen-Stokes, Lisa               | \$ 102.50   |
| BCP-18-05-006678 | Castagna, Francis L.              | \$ 205.00   |
| BCP-18-05-006681 | Donahue, Karen                    | \$ 102.50   |
| BCP-18-05-006725 | Glover, Talina                    | \$ 205.00   |
| BCP-18-05-006796 | O'Malley, Michael                 | \$ 102.50   |
| BCP-18-05-006812 | Tannahill, Hallie Avizad          | \$ 205.00   |
| BCP-18-05-006820 | Ramos, Christina                  | \$ 102.50   |
| BCP-18-05-006827 | Alden, Craig                      | \$ 102.50   |
| BCP-18-05-006830 | Blasetti, Jennifer                | \$ 205.00   |
| BCP-18-05-006833 | DiMento, Diane Marie              | \$ 205.00   |
| BCP-18-05-006851 | Murray, Marjilyn                  | \$ 205.00   |
| BCP-18-05-006867 | Davis, Sterling                   | \$ 87.50    |
| BCP-18-05-006875 | Ma, Xiaomei                       | \$ 87.50    |
| BCP-18-05-006899 | Taylor, Molly                     | \$ 205.00   |
| BCP-18-05-006907 | Wood, Joseph B.                   | \$ 205.00   |
| BCP-18-05-006922 | Janoski, Marla Cristina R.        | \$ 102.50   |
| BCP-18-05-006932 | Cerrone, Angela                   | \$ 235.00   |
| BCP-18-05-006935 | Hand, Verinia                     | \$ 100.00   |
| BCP-18-05-007286 | Biggin, Andrew                    | \$ 117.50   |
| BCP-18-05-007287 | Sonntag, Janet and Scheel, Gerald | \$ 205.00   |
| BCP-18-05-007288 | Waring, Tom                       | \$ 205.00   |
| BCP-18-05-007291 | Spencer, Susan                    | \$ 175.00   |
| BCP-18-05-007293 | Casillas, Demetrius               | \$ 205.00   |
| BCP-18-05-007299 | Martez, Emerald Sky               | \$ 205.00   |
| BCP-18-05-007305 | Frankel, Brett                    | \$ 235.00   |
| BCP-18-05-007307 | Bath, David                       | \$ 205.00   |
| BCP-18-05-007309 | Barnes-DelColle, Margaret         | \$ 102.50   |
| BCP-18-05-007312 | Clifford, Ray                     | \$ 500.00   |



