

THIS IS NOT A COMPULSORY ARBITRATION

CASE - This case has been brought by the Commonwealth of Pennsylvania under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*,

AN ASSESSMENT OF DAMAGES

HEARING IS REQUIRED

Filed and Attested by the
Office of Judicial Records
16 JUL 2020 10:17 am
A. SILIGRINI



Thomas J. Blessington
Senior Deputy Attorney General
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Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorneys for Plaintiff

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

COMMONWEALTH OF PENNSYLVANIA	:	
OFFICE OF ATTORNEY GENERAL	:	Term, 2020
Acting by Attorney General	:	
JOSH SHAPIRO	:	Case No.
	:	
Plaintiff	:	CIVIL ACTION
vs.	:	
	:	
SIANI'S TOWING AND RECOVERY LLC	:	
and doing business as Siani's Towing	:	
3209 Germantown Avenue	:	
Philadelphia Pennsylvania 19140	:	
	:	
and	:	
	:	
AUBRY'S TOWING LLC and doing business as	:	
Siani's Towing	:	
3209 Germantown Avenue	:	
Philadelphia Pennsylvania 19140	:	
	:	
and	:	
	:	
ANGELINA'S TOWING AND	:	
RECOVERY LLC and doing business as	:	
Siani's	:	

3209 Germantown Avenue :
Philadelphia Pennsylvania 19140 :

and :

MIGUEL CABAN also known as MIGUEL :
CABAN, Jr., also known as MICHAEL :
CABAN, also known as MICHAEL CABAN, Jr. :
Individually and as a Member of Siani's Towing :
and Recovery LLC, and as a Member of Aubry's :
Towing LLC and as a Member of Angelina's :
Towing and Recovery LLC and doing business :
as Siani's Towing and Recovery LLC, Aubry's :
Towing LLC, Angelina's Towing and Recovery :
LLC, Siani's Towing and Siani's :
5947 Belden Street :
Philadelphia Pennsylvania 19149 :

and :

MIGUEL CABAN also known as MIGUEL :
CABAN, Jr., also known as MICHAEL :
CABAN, also known as MICHAEL CABAN, Jr. :
Individually and as a Member of Siani's Towing :
and Recovery LLC, and as a Member of Aubry's :
Towing LLC and as a Member of Angelina's :
Towing and Recovery LLC and doing business :
as Siani's Towing and Recovery LLC, Aubry's :
Towing LLC, Angelina's Towing and Recovery :
LLC, Siani's Towing and Siani's :
4330 Dungan Street :
Philadelphia, Pennsylvania 19124 :

Defendants :

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with

the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Philadelphia Bar Association
Lawyer Referral and Information Service
1101 Market Street, 11th Floor
Philadelphia, PA 19107
Telephone: (215) 238-6333

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede

continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

ASOCIACION DE LICENCIADOS DE FILADELFIA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
1101 Market Street, 11th Floor
Philadelphia, PA 19107
Telefono: (215) 238-6333

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Towing and Recovery LLC and doing business :
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LLC, Siani’s Towing and Siani’s :
4330 Dungan Street :
Philadelphia, Pennsylvania 19124 :

Defendants :

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter “Commonwealth” or “Plaintiff”), and brings this action pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (hereinafter “Consumer Protection Law”) to obtain injunctive relief,

restitution, civil penalties, costs and other equitable relief against Defendants. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain, by temporary or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

In support thereof, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(c)(1).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, acting by Attorney General Josh Shapiro, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Siani's Towing and Recovery LLC (hereinafter "Siani's Towing" and/or "Defendant" and/or collectively as one of the "Defendants") is a Pennsylvania Limited Liability Company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations (hereinafter "Corporate Bureau") with a registered address of 3209 Germantown Avenue, Philadelphia Pennsylvania 19140, and, at all times relevant and material hereto, with a principal place of business at 3209 Germantown Avenue, Philadelphia Pennsylvania 19140. Upon information and belief, Defendant Siani's Towing and Recovery was doing business as Siani's Towing.

5. Defendant Siani's Towing registered as a Pennsylvania limited liability company with the Corporate Bureau with an effective date of May 20, 2013 and an entity creation date of May 20, 2013. Siani's Towing and Recovery LLC held Towing Licenses with the City of Philadelphia Licenses and Inspections from January 30, 2014 to December 31, 2014.

6. Defendant Aubry's Towing LLC (hereinafter "Aubry's Towing" and/or "Defendant" and/or collectively as one of the "Defendants") is a Pennsylvania Limited Liability Company registered with the Corporate Bureau with a registered address of 3209 Germantown Avenue, Philadelphia Pennsylvania 19140, and, at all times relevant and material hereto, with a principal place of business at 3209 Germantown Avenue, Philadelphia Pennsylvania 19140. Upon information and belief, Aubry's Towing was doing business as Siani's Towing.

7. Defendant Aubry's Towing registered as a Pennsylvania limited liability company with the Corporate Bureau with an effective date of April 25, 2016 and an entity creation date of May 31, 2016. Defendant Aubry's Towing LLC doing business as Siani's Towing held Towing Licenses with the City of Philadelphia Licenses and Inspections from July 14, 2016 to August 31, 2018.

8. Defendant Angelina's Towing and Recovery LLC and doing business as Siani's (hereinafter "Angelina's Towing" and/or "Defendant" and/or collectively as one of the "Defendants") is a Pennsylvania Limited Liability Company registered with the Corporate Bureau with a registered address of 3209 Germantown Avenue, Philadelphia Pennsylvania 19140, and, at all times relevant and material hereto, with a principal place of business at 3209 Germantown Avenue, Philadelphia Pennsylvania 19140. Upon information and belief, Defendant Angelina's Towing is also doing business as Siani's.

9. Defendant Angelina's Towing registered as a Pennsylvania limited liability company with the Corporate Bureau with an effective date of January 22, 2018 and an entity creation date of January 22, 2018. Angelina's Towing and Recovery LLC doing business as Siani's held Towing Licenses with the City of Philadelphia Licenses and Inspections from April 20, 2018 with expiration dates as late as February 11, 2021.

10. Defendant Miguel Caban, also known as Miguel Caban, Jr., also known as Michael Caban, and also known as Michael Caban, Jr., (hereinafter "Caban" and/or "Defendant" and/or collectively as one of the "Defendants") is an adult individual who is approximately forty-seven (47) years old with a last known address of 5947 Belden St Philadelphia Pennsylvania 19149, and at all times relevant and material hereto, with a principal place of business at 3209 Germantown Avenue, Philadelphia Pennsylvania 19140. Upon information and belief, Defendant Caban is a Member of Defendant Siani's Towing and Recovery LLC., and is a Member of Defendant Aubry's Towing LLC, and is a Member of Defendant Angelina's Towing and Recovery LLC. Upon information and belief, at all times relevant and material hereto, Defendant Caban was doing business as Siani's Towing and Recovery LLC, Aubry's Towing LLC, Angelina's Towing and Recovery LLC, Siani's Towing and Siani's.

11. Defendant Miguel Caban, also known as Miguel Caban, Jr., also known as Michael Caban, and also known as Michael Caban, Jr., (hereinafter “Caban Jr.” and/or “Defendant” and/or collectively as one of the “Defendants”) is an adult individual who is approximately twenty-six (26) years of age with a last known address of 4330 Dungan Street, Philadelphia, Pennsylvania 19124, and at all times relevant and material hereto, with a principal place of business at 3209 Germantown Avenue, Philadelphia Pennsylvania 19140. Upon information and belief, Defendant Caban Jr. is a Member of Defendant Siani’s Towing and Recovery LLC., and is a Member of Defendant Aubry’s Towing LLC, and is a Member of Defendant Angelina’s Towing and Recovery LLC. Upon information and belief, at all times relevant and material hereto, Defendant Caban Jr. was doing business as Siani’s Towing and Recovery LLC, Aubry’s Towing LLC, Angelina’s Towing and Recovery LLC, Siani’s Towing and Siani’s

FACTS

12. At the times alleged herein and relevant hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by operating a towing and storage business which has engaged in conduct which is in violation of the Consumer Protection Law, and the Philadelphia Code, Section 9-605 (hereinafter the “Philadelphia Towing Law”) as more fully set forth herein.

13. Upon information and belief, Defendants Caban and Caban, Jr. have acted together and in concert with Defendants, Siani’s Towing, Aubry’s Towing, and Angelina’s Towing, at various times relevant hereto in the conduct alleged in this Complaint, and all Defendants have acted together and in concert with each other in the conduct described in this Complaint at various times relevant hereto.

14. At the times alleged herein, upon information and belief, Defendants, Caban and Caban, Jr., exercised control over and/or participated in the day-to-day operations of Defendant, Siani's Towing.

15. At the times alleged herein, upon information and belief, Defendants, Caban and Caban, Jr., exercised control over and/or participated in the day-to-day operations of Defendant, Aubry's Towing.

16. At the times alleged herein, upon information and belief, Defendants, Caban and Caban, Jr., exercised control over and/or participated in the day-to-day operations of Defendant, Angelina's Towing.

17. At the times alleged herein, upon information and belief, Defendants Caban and Caban, Jr. supervised, controlled, approved, authorized, ratified, benefited from and/or otherwise directly participated in the acts and practices of Defendants Siani's Towing, Aubry's Towing and Angelina's Towing, as alleged herein.

18. At the times alleged herein, upon information and belief, the unlawful acts and practices complained of herein are and were carried out pursuant to Defendants, Caban's and Caban, Jr.'s, direction and control, and said Defendants directly participated in such unlawful acts and practices.

19. In certain instances at times relevant hereto, Defendants towed vehicles in the City of Philadelphia and demanded cash payments to release and/or return vehicles that had been towed and stored, refusing to take a credit card.

20. Defendants' towing signs specifically state that Defendants take "Cash Credit or Debit." A true and correct copy of an example of Defendants' towing sign is attached here to as Exhibit "A".

21. Demanding cash and not accepting credit cards and debit cards violates the Philadelphia Towing Law §9-605(3)(e)(.8). 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).

22. Upon information and belief, on one occasion, Defendants towed a consumer's vehicle from Alleghany Avenue in Philadelphia and charged the consumer, who did not have her vehicle registration, a charge of \$50.00 for a "50 tow out fee" for bad registration in addition to the standard towing charge to move the consumer's vehicle from Defendant's lot to the street. The receipt from Defendants states that consumer was towed from 1018 Sedgely Avenue. According to Section 9-605(11)(b) of the Philadelphia Towing Law regarding Towing From Private Lots, Private Property and Driveways, 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.

23. Defendants towed consumers' vehicles in some instances where signs were not clearly and conspicuously displayed and/or were confusing to vehicle owners.

24. On some occasions, Defendants towed cars from public streets and/or private parking lots that were not blocking access to driveways, not parked in a prohibited manner or otherwise illegally parked.

25. On certain occasions, Defendants used tactics to threaten, intimidate and coerce consumers so they would not protest or refuse to pay Defendants when their vehicles had been illegally towed, including having pit bulls in their office when consumers came to pick up their vehicles.

26. The Pennsylvania Office of Attorney General has received complaints against various Defendants, including, but not limited to, the following:

a. A consumer from Philadelphia, Pennsylvania submitted a complaint against Defendant Angelina's Towing stating that his vehicle was towed on December 12, 2019 from a street space on Belfield Street at Broad Street and Old York Road in Philadelphia where consumer works and had been parking for 20 years. Consumer stated that there were no signs prohibiting parking at the location where he parked, but she was issued a ticket for blocking a driveway. Consumer was insulted and threatened by the person driving the tow truck, and was required to pay cash since the credit card machine was turned off. Consumer paid Defendants \$205 in cash which Defendants invoiced as \$175.00 Towing Charge, \$25.00 Storage Charge and \$5.00 in Taxes.

b. A consumer from Upper Darby, Pennsylvania submitted a complaint against Defendant Angelina's Towing stating that on September 30, 2019 consumer's vehicle was towed by Defendants on Allegheny Avenue in Philadelphia, Pennsylvania for allegedly blocking a driveway. The receipt from Defendants states that consumer was towed from 1018 Sedgely Avenue. When consumer went to Defendant's place of business to pick up her vehicle, consumer stated that Defendants demanded \$265.00 to be paid in cash. Consumer paid with \$205.00 in cash and \$60.00 via cash app. Defendants' invoice stated "50 tow out fee for bad regastration(sic)" for towing consumer's vehicle off Defendants' lot onto the street. Consumer also stated that the person at Defendants' location told her she only had a few seconds to get out her registration and insurance or he would get the pit bull out.

c. A consumer from Philadelphia, Pennsylvania submitted a complaint against Defendant Siani's Towing stating that on November 27, 2018 his vehicle was wrongfully towed from the apartment complex where he lives in Philadelphia. Consumer had a parking permit displayed on the vehicle. Consumer was issued a parking ticket which he later successfully disputed. Consumer had to pay Defendants \$205 for the return of his vehicle and felt threatened by the two pit bulls which were in the Defendants' office when he went to retrieve his vehicle.

d. A consumer from Darby, Pennsylvania submitted a complaint against Defendant Angelina's Towing stating that on July 16, 2018, his vehicle was wrongfully taken from consumer's apartment parking lot in Darby. When consumer asked his landlord, he was told that the landlord never authorized Defendants to tow any vehicle from his private property. Consumer had to pay Defendants \$150.00 for the return of his vehicle.

e. A consumer from Philadelphia, Pennsylvania submitted a complaint against Defendant Siani's Towing on December 4, 2018 stating that on two (2) separate occasions his vehicle was towed by Defendants from the consumer's apartment complex in Philadelphia. Consumer had a parking sticker and was legally parked. Consumer had to pay Defendants approximately \$300.00 for the return of his vehicle.

f. A consumer from Philadelphia, Pennsylvania submitted a complaint against Siani's Salvage LLC although her vehicle was towed and she had to pick it up at Defendants' principal place of business. The invoice consumer was given was from Siani's Towing Parking Enforcement. Consumer stated that on January 7, 2019, she was ticketed and towed by this company for not having the proper permit for consumer's apartment complex in Philadelphia, although she had the sticker in her window since June 2018. The charge to consumer included a storage fee of \$25.00 which Defendants claimed started the moment the vehicle got to the lot. Defendants also told the consumer that their credit card machine was broken and consumer had to pay in cash. Consumer felt intimidated when she went to Defendants location because there were three (3) men and two (2) big dogs, so she just paid what they demanded. Consumer had to pay \$205.00 for the return of her vehicle.

g. A consumer from Flourtown, Pennsylvania submitted a complaint against Defendant Siani's Towing stating that on October 16, 2015, she parked in a spot in Philadelphia where there was not any sign indicating no parking. When she returned, the vehicle was not there and there was a Siani Towing sign which had not been there when she parked. The Siani invoice states that the vehicle was blocking a gate which consumer states was not the case. Defendants demanded to be paid \$175.00 in cash on the spot or they would not bring the vehicle back. No parking ticket was issued. Consumer was threatened and intimidated by the Defendants' employee at the scene. Consumer paid Defendants \$175.00 for them to return her vehicle.

27. The Commonwealth believes and therefore avers that there are also additional consumers that have not filed complaints with the Pennsylvania Office of Attorney General who have also been harmed due to the methods, acts and practices of the Defendants, which include, but are not limited to, those as alleged herein.

28. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

**COUNT I—VIOLATIONS OF THE CONSUMER PROTECTION LAW
AND THE PHILADELPHIA TOWING LAW**

**DEFENDANTS TOWED CARS THAT WERE NOT BLOCKING ACCESS TO
DRIVEWAYS, WERE NOT PARKED IN A PROHIBITED MANNER OR
WERE NOT OTHERWISE ILLEGALLY PARKED**

29. The averments and allegations of the preceding paragraphs are incorporated herein as though the same were more fully set forth herein at length.

30. As alleged herein above, on certain occasions, Defendants wrongfully and intentionally towed consumers' vehicles from public streets and/or private parking lots when such vehicles were not blocking access to driveways, were not parked in a prohibited manner and were not otherwise illegally parked.

31. Section 9-605(11) of the Philadelphia Towing Law states, in part,

(11) Towing From Private Lots, Private Property and Driveways. Only towing companies licensed under paragraph (3) of this Section shall be permitted to tow any illegally parked vehicle from any licensed or unlicensed parking lot, from private property, from any common driveway and from in front of any driveway where the vehicle is blocking access to that driveway, and provided that such 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. A towing company shall retain on file all written permissions required by this Section.

Phila. Code §9-605(11).

32. Defendants towed consumers' vehicles in some instances where signs were not clearly and conspicuously displayed and/or were confusing to vehicle owners.

33. Section 9-605(11)(a) of the Philadelphia Towing Law states, in part,

(a) 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 a sign no smaller than thirty-six (36) inches high and thirty-six (36) inches across or, for single-family residential properties, no smaller than eighteen (18) inches high and eighteen (18) inches across, with text of sufficient size to ensure that the sign can be easily read. ...

Phila. Code §9-605(11)(a).

34. On certain occasions, Defendants used tactics to threaten, intimidate and coerce consumers so they would not protest or refuse to pay Defendants when their vehicles had been illegally towed, including having pit bulls in their office when consumers came to pick up their vehicles.

35. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services;
- (b) Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and
- (c) Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding;

73 P.S. §§ 201-3 and 201-2(4)(ii), (v) and (xxi).

36. The Commonwealth alleges that all of the practices described above were performed willfully. Accordingly, and pursuant to Section 201-8 of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100

Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

37. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests this Honorable Court to issue an order:

A. Declaring Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law and the Philadelphia Towing Law.

B. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto.

C. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Philadelphia Towing Law and any amendments thereto.

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law.

E. Requiring Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to three thousand dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older.

F. Permanently enjoining the Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania involving towing or storage of motor vehicles, and ordering Defendants to forfeit their right to engage in such trade and commerce within the Commonwealth of Pennsylvania.

G. Requiring Defendants pay the Commonwealth for the costs of its investigation and prosecution of this action.

H. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

I. Granting such other and further relief as this Court may deem just, proper, and equitable under the circumstances.

**COUNT II—VIOLATIONS OF THE CONSUMER PROTECTION LAW
AND THE PHILADELPHIA TOWING LAW**

**DEFENDANTS DEMANDED PAYMENT IN CASH AND WOULD NOT ACCEPT
CREDIT CARDS ON CERTAIN OCCASIONS AND ON AT LEAST ONE OCCASION
DEMANDED PAYMENT FOR MORE THAN THE AMOUNTS SET FORTH IN THE
PHILADELPHIA TOWING LAW**

38. The averments and allegations of the preceding paragraphs are incorporated herein as though the same were more fully set forth herein at length.

39. In certain instances at times relevant hereto, Defendants towed vehicles in the City of Philadelphia and demanded cash payments to release and/or return vehicles that had been towed and/or stored, refusing to take a credit card.

40. Defendants' towing signs specifically state that Defendants take "Cash Credit or Debit." See Exhibit "A".

41. Demanding cash and not accepting credit cards and debit cards violates the Philadelphia Code, Section 9-605(3)(e)(.8). 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)...".

42. Upon information and belief, on one occasion, Defendants towed a consumer's vehicle from Alleghany Avenue in Philadelphia. The receipt from Defendants states that consumer was towed from 1018 Sedgely Avenue. Defendants charged the consumer, who did not have her vehicle registration, a charge of \$50.00 for a "50 tow out fee" for bad registration in addition to the standard towing charge to move the consumer's vehicle from Defendant's lot to the street.

43. According to Section 9-605(11)(b) of the Philadelphia Towing Law regarding Towing From Private Lots, Private Property and Driveways, 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.

44. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of

the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(ii), which prohibits causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services;
- (b) Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and
- (c) Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding;

73 P.S. §§ 201-3 and 201-2(4)(ii), (v) and (xxi).

45. The Commonwealth alleges that all of the practices described above were performed willfully. Accordingly, and pursuant to Section 201-8 of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

46. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to

suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests this Honorable Court to issue an order:

A. Declaring Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law and the Philadelphia Towing Law.

B. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto.

C. Permanently enjoining the Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Philadelphia Towing Law and any amendments thereto.

D. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law.

E. Requiring Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to three thousand dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older.

F. Permanently enjoining the Defendants, in any capacity, from doing business in the Commonwealth of Pennsylvania involving towing or storage of motor vehicles, and ordering Defendants to forfeit their right to engage in such trade and commerce within the Commonwealth of Pennsylvania.

G. Requiring Defendants pay the Commonwealth for the costs of its investigation and prosecution of this action.

H. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

I. Granting such other and further relief as this Court may deem just, proper, and equitable under the circumstances.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA

JOSH SHAPIRO
Attorney General

Date: 7-16-2020

By:



Thomas J. Blessington
Senior Deputy Attorney General
Attorney I.D. #36674
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorneys for Plaintiff

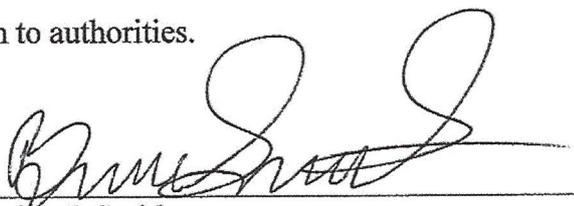
VERIFICATION

I, Brian J. Smith, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint 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.A. § 4904 relating to unsworn falsification to authorities.

Date:

7-14-2020



Brian J. Smith
Consumer Protection Agent

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.

Date: 7-16-2020

By: 
Thomas J. Blessington
Senior Deputy Attorney General
Attorney I.D. #36674
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorneys for Plaintiff

EXHIBIT "A"

Unauthorized Parking Is Prohibited
Vehicles Will Be Towed At Owners Expense

CASH
CREDIT
OR
DEBIT

COMPLAINTS
DIAL 311



Siani's

TOWING

267-246-2269

3209 Germantown Ave., Phila., PA 19140

Charge \$175./\$25. Per Day Storage