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E. MEENAN
JUDICIAL DISTRICT OF PENNSYLVANIA

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

COMMONWEALTH OF PENNSYLVANIA
BY THE PENNSYLVANIA OFFICE OF
ATTORNEY GENERAL

No. 02951

Petitioner

February Term, 2018

v.

CIVIL ACTION - EQUITY

ANTHONY D'ANGELO, individually and as
Owner and President of
GEORGE SMITH TOWING, INC.
3103 South 61st Street
Philadelphia, Pennsylvania 19153

and

GEORGE SMITH TOWING, INC.
3103 South 61st Street
Philadelphia, Pennsylvania 19153

Respondents

2021 NOV 10 AM 11:03

ORDER

AND NOW, this 10th day of November, 2021, 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, and as agreed to by the Plaintiff, Commonwealth of
Pennsylvania, Respondent Anthony D'Angelo and Respondent George Smith Towing, Inc., **IT**
IS HEREBY ORDERED and DECREED by this Court that said Motion is **GRANTED** and:

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Case ID: 180202951
Control No.: 21111638

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

B. Judgment is hereby entered for restitution in the amount of Seventeen Thousand Four Hundred Eighty-Four and 45/100 Dollars (\$17,484.45) against Respondents, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection (herein the "Commonwealth") for consumers who filed a consumer complaint with the Commonwealth and were determined by the Commonwealth to be entitled to such restitution (herein "Restitution"). Such Restitution amount, which is due and payable to the Commonwealth, shall be allocated as restitution pursuant to Section 201-8(a) of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (herein the "Consumer Protection Law"). The manner, amount and timing of any distribution of such Restitution to consumers shall be within the sole discretion of the Commonwealth. Such payment to the Commonwealth will be made by Respondents as required herein below.

C. An additional consumer is owed payment from Respondents due to damage to her vehicle in the amount of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) (herein "Vehicle Damage Amount"). Respondents hereby acknowledge and agree that judgment shall also be entered for said Vehicle Damage Amount against Respondents, jointly and severally, and in favor of the Commonwealth. In the event that Respondents' insurance carrier denies the claim for such Vehicle Damage Amount, the amount of One Thousand Seven Hundred and 00/100 Dollars (\$ 1,700.00) will be will due and payable by the Respondents to the Commonwealth as restitution for such consumer pursuant to Section 201-8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a). The manner and timing of any distribution of such Vehicle Damage Amount to the consumer shall be within the sole discretion of the Commonwealth. In the event that

Respondents' insurance carrier approves the claim and pays such Vehicle Damage Amount to the consumer, then said amount of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) will be due and payable by the Respondents to the Commonwealth as costs and attorneys' fees, in the addition to the amount of Costs provided in Paragraph E herein.

D. Judgment is hereby entered for civil penalties in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) against Respondents, jointly and severally, and in favor of the Commonwealth (herein "Civil Penalties"), and shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury, 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 Consumer Protection Law, 73 P.S. § 201-8(a). Such Civil Penalties shall be assessed for Respondents' violations of the injunctive provisions of the Assurance of Voluntary Compliance, including, but not limited to, the following:

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

2. 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

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

E. Judgment is hereby entered for costs and attorneys' fees in the amount of Six Thousand Eight Hundred Fifteen and 55/100 Dollars (\$6,815.55) against Respondents, jointly and severally, and in favor of the Commonwealth to reimburse costs incurred in litigation, and

shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes (herein "Costs").

F. The amount of Sixty-Five Thousand and 00/100 Dollars (\$65,000) is assessed as additional civil penalties pursuant to Section 201-8(a) of the Consumer Protection Law, 73 P.S. 201-8(a), against Respondents, jointly and severally, and in favor of the Commonwealth, which shall be suspended at this time (hereinafter "Suspended Civil Penalties"), subject to the following:

1. The Suspended Civil Penalties noted above shall be suspended and shall not become due and payable to the Commonwealth from Respondents unless and until Respondents (i) fail to pay to the Commonwealth any of the amounts due under this Order on the due dates for such payments noted herein, or (ii) a court of competent jurisdiction determines that any of the Respondents have engaged in acts or practices that violate any of the terms of this Order; and

2. If Respondents (i) fail to pay to the Commonwealth any of the amounts due under this Order on the due dates for such payments noted herein, or (ii) if a court of competent jurisdiction determines that Respondents have engaged in acts or practices that violate any of the terms of this Order, the full amount of such Suspended Civil Penalties shall become immediately due and owing from Respondents and payable to the Commonwealth. A judgment shall thereby be entered by this Court or such court of competent jurisdiction against said Respondents, jointly and severally, and in favor of the Commonwealth in the full amount of the Suspended Civil Penalties, and the full amount of the any and all remaining payments outstanding and due and payable to the Commonwealth under this Order, and any other relief ordered by the Court. Should Respondents become non-compliant with the terms of this Order

as set forth in Subsection F(1) above, Respondents agree they shall forfeit their right to engage in trade and commerce in the Commonwealth of Pennsylvania, unless and until Respondents have paid in full all amounts due and owing to the Commonwealth pursuant to this Order.

Respondents acknowledge that the requirement to pay the Suspended Civil Penalties and the forfeiture of their right to engage in trade and commerce in the Commonwealth of Pennsylvania shall be in addition to, and not in lieu of, any other sanctions that may be imposed by the Court under Section 201-8(a) of the Consumer Protection Law or any other applicable statute or rule of law. 73 P.S. § 201-8(a).

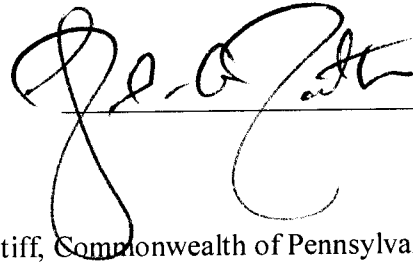
G. Respondents shall pay the above referenced amounts of Restitution, Vehicle Damage Amount, Civil Penalties and Costs totaling Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), pursuant to the above Sections B., C., D. and E. to the Commonwealth as follows:

1. A payment in the amount of Seventeen Thousand Four Hundred Eighty-Four and 45/100 Dollars (\$17,484.45) will be paid to the Commonwealth within 10 days after the date of this Order;

2. A monthly payment in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) will be paid to the Commonwealth of Pennsylvania on the first (1st) day of each month commencing thirty (30) days after the entry of this Order by this Court, until the full amount of remaining balance of Seventeen Thousand Five Hundred Fifteen and 55/100 Dollars (\$17,515.55) has been paid in full to the Commonwealth of Pennsylvania; and

H. All terms and conditions 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.

The parties to the above captioned action, Plaintiff, Commonwealth of Pennsylvania and Respondents, Anthony D'Angelo and George Smith Towing, Inc., consent and agree to the terms set forth in this Order and submit the same to this Honorable Court for the making and entry of an Order of the Court on the dates indicated herein below.

FOR THE PLAINTIFF:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
Attorney General

Date: November 8, 2021

By:



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FOR THE DEFENDANTS:

Date: 11/5/2021

By:



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