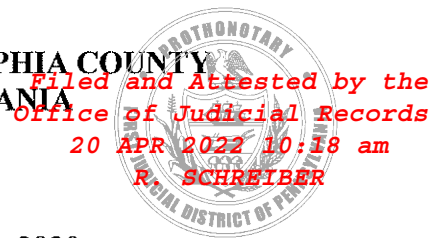


IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION



COMMONWEALTH OF PENNSYLVANIA :
OFFICE OF ATTORNEY GENERAL : July Term, 2020
Acting by Attorney General :
JOSH SHAPIRO : Case No. 01037
:
Plaintiff : CIVIL ACTION
vs. :
:
SIANI'S TOWING AND RECOVERY LLC :
and doing business as Siani's Towing :
:
and :
:
AUBRY'S TOWING LLC and doing business as :
Siani's Towing :
:
and :
:
ANGELINA'S TOWING AND :
RECOVERY LLC and doing business as :
Siani's :
:
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 :
:
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 :
 :
 :
 Defendants :
 :
 :

ORDER

AND NOW, this _____ day of _____, 2022, the attached *Consent Petition*
for Final Decree, agreed to by the Plaintiff, Commonwealth of Pennsylvania, and Defendants is
 hereby entered as the ORDER and FINAL DECREE of this Court.

J.

Karen C. McRory-Negrin
Senior Deputy Attorney General
Attorney I.D. #65029
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
215-560-2414
Attorney 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 | : | July Term, 2020 |
| Acting by Attorney General | : | |
| JOSH SHAPIRO | : | Case No. 01037 |
| | : | |
| Plaintiff | : | CIVIL ACTION |
| vs. | : | |
| | : | |
| SIANI'S TOWING AND RECOVERY LLC | : | |
| and doing business as Siani's Towing | : | |
| | : | |
| and | : | |
| | : | |
| AUBRY'S TOWING LLC and doing business as | : | |
| Siani's Towing | : | |
| | : | |
| and | : | |
| | : | |
| ANGELINA'S TOWING AND | : | |
| RECOVERY LLC and doing business as | : | |
| Siani's | : | |
| | : | |
| 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 :
 :
 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 :
 :
 Defendants :
 :
 :

CONSENT PETITION FOR FINAL DECREE

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (herein the "Commonwealth" and/or "Plaintiff"), which initiated an action by filing a Complaint in the Court of Common Pleas of Philadelphia County on or about July 16, 2020 (herein the "Complaint"), as captioned above, the allegations of which are incorporated herein by reference. The Complaint alleged that Defendants have engaged in trade or commerce within the Commonwealth of Pennsylvania by operating a towing and storage business, in violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (herein the "Consumer Protection Law") and the Philadelphia Code, Section 9-605 (herein the "Philadelphia Towing Law"); and the Commonwealth states the following:

WHEREAS, Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103.

WHEREAS, Defendant Siani's Towing and Recovery LLC (herein "Siani's Towing" and/or "Defendant" and/or collectively one of the "Defendants") is a Pennsylvania Limited Liability Company registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations (herein "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. Defendant Siani's Towing and Recovery was doing business as "Siani's Towing."

WHEREAS, Defendant Aubry's Towing LLC (herein "Aubry's Towing" and/or "Defendant" and/or collectively 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. Defendant Aubry's Towing was doing business as "Siani's Towing."

WHEREAS, Defendant Angelina's Towing and Recovery LLC and doing business as Siani's (herein "Angelina's Towing" and/or "Defendant" and/or collectively 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. Defendant Angelina's Towing is also doing business as "Siani's."

WHEREAS, Defendant Miguel Caban, also known as Miguel Caban, Jr., also known as Michael Caban, and also known as Michael Caban, Jr., (herein "Caban" and/or "Defendant"

and/or collectively one of the “Defendants”) is an adult individual who is approximately forty-seven (47) years old at the time the Complaint was filed, and at all times relevant and material hereto, with a principal place of business at 3209 Germantown Avenue, Philadelphia Pennsylvania 19140. Defendant Caban was a Member of Defendant Siani’s Towing and Recovery LLC at various times relevant hereto.

WHEREAS, Defendant Miguel Caban, also known as Miguel Caban, Jr., also known as Michael Caban, and also known as Michael Caban, Jr., (herein “Caban Jr.” and/or “Defendant” and/or collectively one of the “Defendants”) is an adult individual who is approximately twenty-six (26) years of age at the time the Complaint was filed, and at all times relevant and material hereto, with a principal place of business at 3209 Germantown Avenue, Philadelphia Pennsylvania 19140.

WHEREAS, the allegations of the Commonwealth’s Complaint include, but are not limited to, the following allegations:

1. At times 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 Towing Law.
2. 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.
3. Defendants’ towing signs specifically state that Defendants take “Cash Credit or Debit.”

4. On one occasion, a consumer's vehicle was towed and the consumer, who did not have her vehicle registration, was charged \$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 the storage lot to the street.

5. In some instances at times relevant hereto, Defendants towed consumers' vehicles where signs were not clearly and conspicuously displayed and/or were confusing to vehicle owners.

6. 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.

7. In certain instances at times relevant hereto, 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.

WHEREAS, the Complaint alleged that the methods, acts or practices of Defendants as set forth in the Complaint, constituted violations of the Consumer Protection 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).

WHEREAS, the Complaint alleged that the methods, acts or practices of Defendants as set forth in the Complaint, constituted violations of the Philadelphia Towing Law, including but not limited to the following:

(a) Section 9-605(3)(e)(.8) of the Philadelphia Towing Law which requires 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)...

(b) Section 9-605(11) of the Philadelphia Towing Law which 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.

(c) Section 9-605(11)(a) of the Philadelphia Towing Law which 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. ...

(d) Section 9-605(11)(b) of the Philadelphia Towing Law regarding Towing From Private Lots, Private Property and Driveways, which requires 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 pursuant to Section 9-605(11) of the Philadelphia Towing Law.

Phila. Code 9-605(3)(e)(.8); 9-605(11); 9-605(11)(a); and 9-605(11)(b).

WHEREAS, Defendants are desirous of complying with the laws of the Commonwealth and the provisions of this *Consent Petition for Final Decree* (herein “Consent Petition”), and they have executed this Consent Petition with the intent that, upon approval of the Court of Common Pleas of Philadelphia County, the provisions of this Consent Petition shall constitute the provisions of a Final Decree of the Court of Common Pleas of Philadelphia County with respect to the above captioned matter.

WHEREAS, upon approval of the Court of Common Pleas of Philadelphia County, the Commonwealth and Defendants are agreeable in this matter to accept this Consent Petition as a settlement in lieu of proceeding to trial.

WHEREAS, Defendants agree by the signing of this Consent Petition to recognize and be bound by any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Consent Petition.

SETTLEMENT TERMS

NOW THEREFORE, having conducted trade and commerce within the Commonwealth, Defendants 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 stated recitals are incorporated herein and made part hereof as though fully set forth.

II. Injunctive and Affirmative Relief

A. Defendants 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. Defendants shall fully comply with any and all provisions of the Philadelphia Towing Law and any amendments thereto; and, shall be permanently enjoined from any violation thereof.

C. Defendants shall not engage in conduct which violates the Consumer Protection Law, and any future amendments thereto, including, but not limited to:

(a) causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods and services, as prohibited by Section 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 a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v); and

(c) engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding as prohibited by Section 201-2(4)(xxi);

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

D. Defendants shall not engage in conduct which violates the Philadelphia Towing Law, and any future amendments thereto , including, but not limited to:

(a) conduct which violates Section 9-605(3)(e)(.8) of the Philadelphia Towing Law which requires that every towing company, 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)...

(b) conduct which violates Section 9-605(11) of the Philadelphia Towing Law which 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.

(c) conduct which violates Section 9-605(11)(a) of the Philadelphia Towing Law which states, in part,

(11)(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.
...

(d) conduct which violates Section 9-605(11)(b) of the Philadelphia Towing Law regarding Towing From Private Lots, Private Property and Driveways, which requires 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 pursuant to Section 9-605(11) of the Philadelphia Towing Law.

Phila. Code 9-605(3)(e)(.8); 9-605(11); 9-605(11)(a); and 9-605(11)(b).

III. Monetary Relief

A. Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00) (herein “Required Payment”), and said Defendants will be liable for payment, jointly and severally, and shall pay to the Commonwealth said amount as noted herein below. The Required Payment amount shall be allocated as follows:

1. **Restitution** - The amount of Six Thousand and Twenty-One and 00/100 Dollars (\$6,021.00) shall be allocated as restitution pursuant to Section 201-4.1 of the Consumer Protection Law, 73 P.S. § 201-4.1, for certain consumers who filed complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (herein “Restitution”). The amount, timing and manner of any distribution of Restitution to consumers shall be left to the sole discretion of the Commonwealth; and

2. **Public Protection and Education Purposes** – The amount of Two Thousand Nine Hundred Seventy-Nine and 00/100 Dollars (\$2,979.00) (herein “Costs”) 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 in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

B. **Suspended Civil Penalties** - The amount of Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00) shall be assessed as civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law, 73 P.S. 201-8(b). Said civil penalties shall be suspended at this time (herein “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 Defendants unless and until Defendants (i) fail to pay the Required Payment to the Commonwealth on the due dates for such payments noted herein below, or (ii) a court of competent jurisdiction determines that Defendants have engaged in acts or practices that violate any of the terms of this Consent Petition; and

2. If Defendants (i) fail to pay the Required Payment to the Commonwealth on the due dates for such payments noted herein below, or (ii) if a court of competent jurisdiction determines that Defendants have engaged in acts or practices that violate any of the terms of this Consent Petition, the full amount of such Suspended Civil Penalties shall become immediately due and owing from Defendants, jointly and severally, and payable to the Commonwealth. A judgment shall thereby be entered by the Court of Common Pleas of Philadelphia County or such court of competent jurisdiction against said Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Office of Attorney General, in the full amount of the Suspended Civil Penalties and any other relief ordered by the Court. Defendants acknowledge that the requirement to pay the Suspended Civil Penalties 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).

C. **Additional Restitution** – In addition to the Required Payment stated herein above, Defendants shall also provide restitution pursuant to Section 201-4.1 of the Consumer Protection Law to (1) any and all additional consumers who file complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection within sixty (60) days after the Effective Date of this Consent Petition or any and all additional consumers who have filed complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer

Protection prior to the Effective Date of this Consent Petition but have not been included in the above referenced Restitution, and (2) which complaints are validated by the Commonwealth as noted and defined below (herein “Additional Restitution”):

1. Any claim, complaint, or restitution request that is postmarked by the sixtieth (60th) day after the Effective Date of this Consent Petition shall be deemed timely regarding the sixty (60) day period noted above.
2. Additional Restitution shall be paid to consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by the conduct of Defendants occurring prior to the Effective Date of this Consent Petition and which conduct is of the nature alleged in this Consent Petition.
3. For a consumer to be eligible for consideration for Additional Restitution from Defendants, the consumer must have provided or provide adequate documentation which supports his or her claim, complaint, or restitution request. The determination of whether such documentation is adequate and/or whether a consumer shall receive Additional Restitution under this Consent Petition, and the determination of the amount of any such Additional Restitution owed by Defendants on such claims, complaint, or restitution requests shall be within the sole discretion of the Commonwealth. The Commonwealth shall provide Defendants with a list of consumers and the amounts to which each is entitled regarding such Additional Restitution. The Commonwealth may provide more than one list to Defendants.
4. Defendants may submit to the Commonwealth a written response to the specific consumer complaints included in said Additional Restitution within five (5) business days of receiving each list of consumers eligible for Additional Restitution as determined by the Commonwealth.

5. Said Defendants agree to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents requested by the Commonwealth, within ten (10) days of the request, with regard to any consumers who may be entitled to Additional Restitution.

D. Payment Terms

1. Defendants agree to pay the Required Payment amount due under Paragraph III(A) above by making a payment to the Commonwealth in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) upon the execution of this Consent Petition by Defendants and paying to the Commonwealth the additional One Thousand and 00/100 Dollars (\$1,000.00) in five (5) monthly payments, as follows:

a. The amount of One Thousand and 00/100 Dollars (\$1,000.00) each and every month, which amount must be paid by Defendants to the Commonwealth of Pennsylvania, Office of Attorney General, on the first (1st) day of each and every month beginning thirty (30) days after the Effective Date of this Consent Petition for five (5) consecutive months.

2. These payments will be applied first towards the payment of Restitution on a pro-rata basis, and then towards the payment of Costs. The manner, amount and timing of any distribution of Restitution shall be left to the sole discretion of the Commonwealth.

3. Defendants shall have the right to pre-pay any and all payments or any portion of the any amount due and outstanding at any time without penalty.

4. In the event that Defendants fail to make any of the payments required under this Consent Petition on the due date specified for such payments, the full amount of all remaining and outstanding payments required under this Consent Petition will become immediately due and payable by Defendants, jointly and severally, to the Commonwealth of Pennsylvania, Office of

Attorney General, and the full amount of the Suspended Civil Penalties shall become immediately due and payable by the Defendants, jointly and severally, to the Commonwealth of Pennsylvania, Office of Attorney General.

5. Any and all payments due and owing to the Commonwealth under this Consent Petition shall be made by certified check, cashier's check, or money order, made payable to the "Commonwealth of Pennsylvania, Office of Attorney General," and forwarded to Sarah A. E. Frasch, Chief Deputy Attorney General, Office of Attorney General, Bureau of Consumer Protection, 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103.

6. Defendants agree to pay to the Commonwealth the amount of Additional Restitution within fifteen (15) business days of the receipt of each Additional Restitution list referenced herein above, by certified check, cashier's check, or money order, made payable to the "Commonwealth of Pennsylvania, Office of Attorney General," and forwarded to Sarah A. E. Frasch, Chief Deputy Attorney General, Office of Attorney General, Bureau of Consumer Protection, 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103.

IV. Miscellaneous Terms

A. Time shall be of the essence with regards to obligations of Defendants hereunder.

B. The "Effective Date" of this Consent Petition shall mean the date the Court of Common Pleas of Philadelphia County approves the terms of this Consent Petition and a Final Decree or Order of that Court is entered thereupon.

C. Nothing in this Consent Petition shall prevent or restrict the use of this Consent Petition by the Commonwealth in any action against Defendants for contempt or failure to comply with any of its provisions, or in the event that Defendants are in default of any of its

terms and conditions. A default on the part of Defendants shall include any default or breach by Defendants of any of the terms or requirements of this Consent Petition. Nothing in this Consent Petition shall be construed to (i) exonerate any contempt or failure to comply with any of its provision after the Effective Date, (ii) compromise or limit the authority of the Commonwealth to initiate a proceeding for any contempt or other sanctions for failure to comply, or (iii) compromise the authority of the Court of Common Pleas of Philadelphia County or any other court of competent jurisdiction to punish as contempt any violation of this Consent Petition.

D. Nothing in this Consent Petition shall be construed to limit the authority of the Commonwealth to protect the interests of the Commonwealth or the people of the Commonwealth of Pennsylvania.

E. Any failure of the Commonwealth to exercise any of its rights under this Consent Petition shall not constitute a waiver of its rights hereunder.

F. Defendants further agree to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Consent Petition.

G. Defendant Caban, as a Member of Siani's Towing and Recovery LLC, hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Defendant Siani's Towing and Recovery LLC.

H. Miguel Caban, as Managing Member of Angelina's Towing and Recovery LLC, hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Defendant Angelina's Towing and Recovery LLC.

I. Ricardo Caban, as Managing Member of Aubry's Towing LLC, hereby states that he is authorized to enter into and execute this Consent Petition on behalf of Defendant Aubry's Towing LLC.

J. Nothing contained in this Consent Petition shall be construed to waive or limit any right of action by any consumer, person or entity or by any local, state, federal or other governmental entity.

K. The Court of Common Pleas of Philadelphia County shall maintain jurisdiction over the subject matter of this Consent Petition and over Defendants for the purpose of enforcement of this Consent Petition and/or the Final Decree or Order accompanying it.

L. This Consent Petition 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 Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

M. Defendants understand and agree that if said Defendants have made any false statement in this Consent Petition that such statement is made pursuant to and under penalty of 18 Pa.C.S.A. § 4904 relating to unsworn falsifications to authorities.

N. The Commonwealth and Defendants hereby stipulate that the Order of Court to be issued pursuant to this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the Consumer Protection Law, and, that, subject to the specific terms and conditions stated in this Consent Petition, breach of any of the terms of this Consent Petition or of the Order accompanying it shall be sufficient cause for the Commonwealth, through the

Office of Attorney General, to seek penalties as provided in Section 201-8 of the Consumer Protection Law or any other relief as the Court shall determine.

O. This Consent Petition 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, relating to the subject matter of this Consent Petition. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

P. The parties hereto further acknowledge and agree that this Consent Petition is subject to and contingent upon it and the agreements contained herein being approved by the Court of Common Pleas of Philadelphia County.

Q. If any clause, provision or section of this Consent Petition shall, for any reason, be held illegal, invalid or unenforceable by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Petition and the Consent Petition shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

WHEREFORE, without trial or adjudication of the facts or law herein between the parties to this Consent Petition, Defendants agree to the signing of this Consent Petition and this Court hereby orders that Defendants shall be permanently enjoined from breaching any and all of the aforementioned provisions, and this Consent Petition resolves any and all civil claims under the Consumer Protection Law, between the Commonwealth of Pennsylvania, by

its Attorney General, and Defendants arising from the specific allegations in the
aforementioned Complaint, which occurred prior to the Effective Date of this Consent
Petition, except for those rights expressly reserved herein by said parties to this action.

WE HEREBY consent to the terms set forth in this Consent Petition for Final Decree
and submit the same to this Honorable Court for the making and entry of a Final Decree or
Order of the Court on the dates indicated herein below.

[Signatures on following pages.]

FOR THE PLAINTIFF:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: April 20, 2022

By:



Karen C. McRory-Negrin
Senior Deputy Attorney General
Attorney I.D. Number 65029
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Fax: (215) 560- 2494
kmcrorynegrin@attorneygeneral.gov
Attorney for Plaintiff

FOR THE DEFENDANTS:

Angelina's Towing and Recovery LLC

Date: 4-14-22

Michael Caban
Michael Caban, Managing Member
Angelina's Towing and Recovery LLC

Siani's Towing and Recovery LLC

Date: 4-14-22

Michael Caban
Michael Caban, Managing Member
Siani's Towing and Recovery LLC

Aubry's Towing LLC

Date: _____

Ricardo Caban, Managing Member
Aubry's Towing LLC

Miguel Caban

Date: _____

Miguel Caban, individually

Miguel Caban, Jr.

Date: _____

Miguel Caban, Jr., individually

Date: 4/14/22

Dan D.
Daniel J. Devlin, Esquire
Van Der Veen, O'Neill, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107
ddevlin@mtvlaw.com
Attorney for Defendants

FOR THE DEFENDANTS:

Angelina's Towing and Recovery LLC

Date: _____

Miguel Caban, Managing Member
Angelina's Towing and Recovery LLC

Siani's Towing and Recovery LLC

Date: _____

Miguel Caban, Managing Member
Siani's Towing and Recovery LLC

Aubry's Towing LLC

Date: _____

Ricardo Caban, Managing Member
Aubry's Towing LLC

Miguel Caban

Date: 4-6-22



Miguel Caban, individually

Miguel Caban, Jr.

Date: 4/6/22



Miguel Caban, Jr., individually

Date: _____

Daniel J. Devlin, Esquire
Van Der Veen, O'Neill, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107
ddevlin@mtvlaw.com
Attorney for Defendants
Angelina's Towing and Recovery LLC and
Miguel Caban

RESOLUTION

**RESOLUTION OF THE BOARD OF DIRECTORS
OF SIANI'S TOWING AND RECOVERY LLC**

The Members of Siani's Towing and Recovery LLC met on the 14th day of April, 2022, and approved the following resolution.

RESOLVED, that Michael Caban, Managing Member of Siani's Towing and Recovery LLC is hereby authorized and empowered on behalf of Siani's Towing and Recovery LLC to enter into a Consent Petition for Final Decree with the Commonwealth of Pennsylvania, Office of Attorney General in settlement of *Commonwealth v. Siani's Towing and Recovery LLC, et al.*, Court of Common Pleas, Philadelphia County, July Term 2020, No. 01037, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of Siani's Towing and Recovery LLC, this 14th day of April, 2022.


Secretary

[SEAL]

RESOLUTION

**RESOLUTION OF THE BOARD OF DIRECTORS
OF AUBRY'S TOWING LLC**

The Members of Aubry's Towing LLC met on the 11TH day of APRIL, 2022, and approved the following resolution.

RESOLVED, that Ricardo Caban, Managing Member of Aubry's Towing LLC is hereby authorized and empowered on behalf of Aubry's Towing LLC to enter into a Consent Petition for Final Decree with the Commonwealth of Pennsylvania, Office of Attorney General in settlement of *Commonwealth v. Siani's Towing and Recovery LLC, et al.*, Court of Common Pleas, Philadelphia County, July Term 2020, No. 01037, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of Aubry's Towing LLC, this 11TH day of APRIL, 2022.



Secretary

[SEAL]

RESOLUTION

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ANGELINA'S TOWING AND RECOVERY LLC**

The Members of Angelina's Towing and Recovery LLC met on the 14th day of April, 2022, and approved the following resolution.

RESOLVED, that Michael Caban, Managing Member of Angelina's Towing and Recovery LLC is hereby authorized and empowered on behalf of Angelina's Towing and Recovery LLC to enter into a Consent Petition for Final Decree with the Commonwealth of Pennsylvania, Office of Attorney General in settlement of *Commonwealth v. Siani's Towing and Recovery LLC, et al.*, Court of Common Pleas, Philadelphia County, July Term 2020, No. 01037, upon the terms and conditions contained in the proposed Consent Petition for Final Decree attached hereto and made a part hereof.

Filed with and attested to by the Secretary of Angelina's Towing and Recovery LLC, this 14th day of April, 2022.


Secretary

[SEAL]

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

| | | |
|---|---|------------------------|
| COMMONWEALTH OF PENNSYLVANIA | : | |
| OFFICE OF ATTORNEY GENERAL | : | July Term, 2020 |
| Acting by Attorney General | : | |
| JOSH SHAPIRO | : | Case No. 01037 |
| | : | |
| Plaintiff | : | CIVIL ACTION |
| vs. | : | |
| | : | |
| SIANI'S TOWING AND RECOVERY LLC | : | |
| and doing business as Siani's Towing | : | |
| | : | |
| and | : | |
| | : | |
| AUBRY'S TOWING LLC and doing business as | : | |
| Siani's Towing | : | |
| | : | |
| and | : | |
| | : | |
| ANGELINA'S TOWING AND | : | |
| RECOVERY LLC and doing business as | : | |
| Siani's | : | |
| | : | |
| 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 | : | |
| | : | |
| 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 :
:
:
Defendants :
:
:

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: April 20, 2022

By:



KAREN C. MCRORY-NEGRIN
Senior Deputy Attorney General
PA Attorney I.D. #65029
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Suite 300
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Facsimile: (215) 560-2494
Email: kmcrorynegrin@attorneygeneral.gov
Attorney 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 | : | July Term, 2020 |
| Acting by Attorney General | : | |
| JOSH SHAPIRO | : | Case No. 01037 |
| | : | |
| Plaintiff | : | CIVIL ACTION |
| | : | |
| vs. | : | |
| | : | |
| SIANI'S TOWING AND RECOVERY LLC | : | |
| and doing business as Siani's Towing | : | |
| | : | |
| and | : | |
| | : | |
| AUBRY'S TOWING LLC and doing business as | : | |
| Siani's Towing | : | |
| | : | |
| and | : | |
| | : | |
| ANGELINA'S TOWING AND | : | |
| RECOVERY LLC and doing business as | : | |
| Siani's | : | |
| | : | |
| 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 | : | |
| | : | |
| 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 :
:
:
Defendants :
:
:

CERTIFICATE OF SERVICE

I, Karen C. McRory-Negrin, Senior Deputy Attorney General, do hereby certify that the
Consent Petition for Final Decree was served upon the following by First Class U.S.P.S. Mail
and by electronic mail on the date noted below:

Daniel J. Devlin, Esquire
Van Der Veen, O'Neill, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107
ddevlin@mtvlaw.com
Attorney for Defendants

Date: April 20, 2022

By:



KAREN C. MCRORY-NEGRIN
Senior Deputy Attorney General
PA Attorney I.D. #65029
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Suite 300
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Facsimile: (215) 560-2494
Email: kmcrorynegrin@attorneygeneral.gov
Attorney for Plaintiff