

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
	:	Case No. 01037
Plaintiff	:	
vs.	:	CIVIL ACTION
	:	
SIANI'S TOWING AND RECOVERY LLC	:	
	:	
AUBRY'S TOWING LLC	:	
	:	
ANGELINA'S TOWING AND	:	
RECOVERY LLC	:	
	:	
MIGUEL CABAN also known as MIGUEL	:	
CABAN, Jr., also known as MICHAEL	:	
CABAN, also known as MICHAEL CABAN, Jr.	:	
	:	
MIGUEL CABAN also known as MIGUEL	:	
CABAN, Jr., also known as MICHAEL	:	
CABAN, also known as MICHAEL CABAN, Jr.	:	
	:	
Defendants	:	
_____	:	

ORDER

AND NOW, this _____ day of _____, 2026, upon consideration of the Commonwealth of Pennsylvania's Petition for Contempt against Angelina's Towing and Recovery LLC d/b/a Angelina's Towing d/b/a Siani's Towing; Siani's Towing and Recovery LLC d/b/a Siani's Towing d/b/a Angelina's Towing; Aubry's Towing LLC d/b/a Angelina's Towing d/b/a Siani's Towing; and Miguel Caban, individually and as a Member of Angelina's Towing and Recovery LLC, Siani's Towing and Recovery LLC, and Aubry's Towing LLC (collectively, the "Defendants") for failure to comply with the Order and Final

Decree entered by the Honorable Marie Anne Coyle on May 9, 2022, IT IS HEREBY ORDERED and DECREED that:

1. The Defendants are hereby found to be in contempt of Court for failure to comply with the Order entered on May 9, 2022;

2. Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth of Pennsylvania, Office of Attorney General (“Commonwealth”), pursuant to Sections 201-4.1 and 201-8(a) of the Consumer Protection Law, in the amount of Two Hundred Twenty-Four Thousand Four Hundred Thirty-Eight and 51/100 Dollars (\$224,438.51). Defendants shall pay said amount to the Commonwealth within thirty (30) days of this Order, and such amount shall be allocated as follows:

- i. Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth, for restitution in the amount of Four Thousand Nine Hundred Thirty-Eight and 51/100 Dollars (\$4,938.51) for known consumers who filed a consumer complaint and were determined by the Commonwealth to be entitled to such restitution (“Restitution”). Such Restitution is due and payable to the Commonwealth pursuant to the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (“Consumer Protection Law”). The manner, timing, and amount of any distribution of such Restitution shall be within the sole discretion of the Commonwealth.
- ii. Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth, for previously-suspended civil penalties in the amount of Fourteen Thousand Five Hundred Dollars (\$14,500.00) for

Defendants' failure to comply with the terms of the parties' May 9, 2022 Consent Petition.

- iii. Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth, for additional civil penalties in the amount of One Hundred Ninety Thousand Dollars (\$190,000.00) for Defendants' ongoing violations of the Consumer Protection Law subsequent to the filing of the Consent Petition.
- iv. Judgment is hereby entered against Defendants, jointly and severally, and in favor of the Commonwealth, for costs in the amount of Fifteen Thousand Dollars (\$15,000.00) for reimbursement of the Commonwealth's costs to investigate and litigate this matter.
- v. In addition to the amounts set forth herein above, Defendants shall also pay additional restitution ("Additional Restitution") to (1) any and all consumers who file complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection within one hundred twenty (120) days after the date this Order is entered by the Court (the "Effective Date"); and (2) any and all consumers who have filed complaints with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection prior to the Effective Date of this Contempt Petition but have not been included in the above-referenced Restitution, in accordance with the following:
 - i. Any claim, complaint, or restitution request that is postmarked by the one hundred twentieth (120th) day after the Effective Date of

this Contempt Petition shall be deemed timely regarding the time period noted above.

- ii. 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 Contempt Petition and which conduct is of the nature alleged in this Contempt Petition.
- iii. For a consumer to be considered eligible for Additional Restitution from Defendants, the consumer must have provided or provide adequate documentation which supports their claim, complaint, or restitution request. The determination of whether such documentation is adequate and/or whether a consumer shall receive Additional Restitution under this Contempt Petition is within the sole discretion of the Commonwealth.
- iv. 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. After the 120-day period has passed, the Commonwealth shall provide Defendants with a list of consumers containing the amounts to which each is entitled regarding such Additional Restitution.
- v. Defendants shall pay the Additional Restitution to the Commonwealth within five (5) business days of receiving the list

of consumers eligible for Additional Restitution as determined by the Commonwealth.

3. Following the Effective Date, Defendants shall retain the following business records related to all towing activity conducted after the Effective Date and shall make the same available to the Commonwealth within fourteen (14) days after receipt of its written request:

- i. Defendants' complete fee schedule for all towing and/or storage-related fees or charges;
- ii. Tow slips including itemized amounts of any fees or charges assessed to vehicle owners;
- iii. Agreements authorizing Defendants to tow from specific locations in Pennsylvania; and
- iv. Itemized receipts of all fees and charges collected from vehicle owners.

4. Except as otherwise set forth herein above, nothing contained in this Order shall be interpreted to replace, modify or otherwise alter the provisions of the Consent Petition filed with this Court on May 9, 2022.

5. Should Defendants engage in future violations of the injunction issued under this Order or under the parties' prior Consent Petition, this Court may impose additional sanctions up to and including the forfeiture of Defendants' right to do business in the Commonwealth of Pennsylvania, pursuant to its authority under § 201-9 of the Consumer Protection Law.

6. This Court shall retain jurisdiction over this matter.

BY THE COURT:

J.

**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
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CABAN, also known as MICHAEL CABAN, Jr.	:	
	:	
Defendants	:	
_____	:	

PETITION FOR CONTEMPT

The Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. ("Commonwealth" and/or "Plaintiff"), respectfully files this Petition for Contempt regarding Defendants' failure to comply with the Order and Final Decree entered by the Honorable Marie Anne Coyle on May 9, 2022. In support thereof, the Commonwealth states the following:

1. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr., with offices located at 1600 Arch Street, Third Floor, Philadelphia, PA 19103.

2. Defendant Angelina's Towing and Recovery LLC d/b/a Angelina's Towing d/b/a Siani's Towing ("Angelina's Towing" and/or "Defendant" and/or, collectively, as one of the "Defendants") is a Limited Liability Company registered with the Pennsylvania Department of State with a listed address of 3209 Germantown Avenue, Philadelphia, PA 19140.

3. Defendant Siani's Towing and Recovery LLC d/b/a Siani's Towing d/b/a Angelina's Towing ("Siani's Towing" and/or "Defendant" and/or, collectively, as one of the "Defendants") is a Limited Liability Company registered with the Pennsylvania Department of State with a listed address of 3209 Germantown Avenue, Philadelphia, PA 19140.

4. Defendant Aubry's Towing and Recovery LLC d/b/a Angelina's Towing d/b/a Siani's Towing ("Aubry's Towing" and/or "Defendant" and/or, collectively, as one of the "Defendants") is a Limited Liability Company registered with the Pennsylvania Department of State with a listed address of 3209 Germantown Avenue, Philadelphia, PA 19140.

5. Defendant Miguel Caban, also known as Miguel Caban, Jr., also known as Michael Caban, and also known as Michael Caban, Jr. ("Caban" and/or "Defendant" and/or, collectively, as one of the "Defendants") is an adult individual who is/was a member of Angelina's Towing and Recovery LLC, Siani's Towing and Recovery LLC, and Aubry's Towing LLC, and who resides at 1032 High Street, Lancaster, PA 17603.

6. Defendants are engaged in trade and commerce within the Commonwealth of Pennsylvania by operating a towing and storage business.

7. By way of background, on July 16, 2020, the Commonwealth filed a Complaint in the Philadelphia Court of Common Pleas alleging that Defendants violated the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201, *et seq.* ("Consumer Protection Law") and *Philadelphia Code*, Section 9-605 ("Philadelphia Towing Law").

8. On April 20, 2022, Defendants entered into a Consent Petition with the Commonwealth (“Consent Petition”) as settlement of a public law enforcement action filed by the Commonwealth under this same docket. On that same day, the Commonwealth served a copy of the Consent Petition upon then-counsel for the Defendants and filed with the Court a Certificate of Service of the same.

9. On May 9, 2022, the Consent Petition was entered as a Final Order and Decree by the Court of Common Pleas of Philadelphia County. A true and correct copy of the parties’ Consent Petition is attached hereto and incorporated herein as Exhibit A.

10. Pursuant to the terms of the Consent Petition, Defendants agreed to, among other things, fully comply with the provisions of the Consumer Protection Law and the Philadelphia Towing Law, and specifically agreed to:

- a. charge only 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;¹

¹ (.1) One hundred and seventy-five dollars (\$175) for the towing of vehicles or combinations under 11,000 pounds (i.e. passenger vehicles, cars, pickup trucks, SUVs, and light duty vans) and twenty-five dollars (\$25) for the storage of these vehicles for each twenty-four-hour period. Where a vehicle is stored for less than twenty-four (24) hours on any day, storage fees shall be in the same proportion as the fractional part of the day the vehicle is stored.

(.2) Two hundred fifty dollars (\$250) for the towing of vehicles or combinations at or over 11,000 pounds up to 17,000 pounds and forty dollars (\$40) for the storage of these vehicles for each twenty-four-hour period. Where a vehicle is stored for less than twenty-four (24) hours on any day, storage fees shall be in the same proportion as the fractional part of the day the vehicle is stored.

(.3) Three hundred and sixty dollars (\$360) for the towing of vehicles or combinations at or over 17,000 pounds and seventy-five dollars (\$75) for the storage of these vehicles for each twenty-four hour period. Where a vehicle is stored for less than twenty-four (24) hours on any day, storage fees shall be in the same proportion as the fractional part of the day the vehicle is stored.

Phila. Code 9-605(11)(b)(.1)-(3).

- b. 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) of the Philadelphia Towing Law;
- c. comply with 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.

(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. ...

See Exhibit A, Paragraph II.D.

11. After the filing of the Consent Petition, the Commonwealth continued to receive numerous consumer complaints and has conducted a new investigation into the business practices of Defendants, to determine their compliance with the Consumer Protection Law, the Philadelphia Towing Law, and the parties' prior Consent Petition.

12. In the course of its investigation, the Commonwealth has learned that, subsequent to the filing of the Consent Petition, Defendants, among other things, continued to:

- a. tow vehicles without proper signage and/or authorization;
- b. require consumers to pay towing and/or storage fees in cash or via Cashapp and charge consumers additional fees to pay with credit cards; and

- c. charge excessive and unlawful fees related to the towing and storage of vehicles.

13. Specifically, regarding Defendants charging excessive and unlawful fees, the supporting documentation provided by consumer complainants—and corroborated by Defendants’ own admissions to the Commonwealth—shows that, subsequent to the filing of the Consent Petition, Defendants routinely assessed charges and collected monies from vehicle owners including, among other things:

- a. “Labor” fees, despite such charges being expressly prohibited under the Philadelphia Tow Law;
- b. Fees to pay with credit card, despite such charges being expressly prohibited under the Philadelphia Tow Law;
- c. Taxes, prohibited under, or in excess of the amount allowable under, the Philadelphia Tow Law; and
- d. Storage fees in excess of the amount allowable under the Philadelphia Towing Law.

14. The Bureau has received numerous consumer complaints against the Defendants over several years since the filing of the parties’ Consent Petition. The following are examples of the Defendants’ alleged conduct based on several of the many complaints and supporting documents submitted by consumers to the Bureau:

- a. On October 2, 2023, Defendants towed a vehicle owned by Consumer A, from a location in Philadelphia County, even though the consumer has reported that no signs were posted giving notice that unauthorized parking was prohibited, as the law requires. Less than 24 hours after the vehicle was towed, Consumer A traveled to Defendants’ storage lot to retrieve the vehicle and Defendants

provided an invoice for the charges owed. Defendants demanded payment of \$308.00 to release the consumer's vehicle, which included an unlawful \$50.00 labor charge, excessive storage fees in the amount of \$50.00, an unlawful \$11 charge for payment with a credit card, and \$22.00 in unlawful charges for taxes. After Consumer A paid the bill and went to retrieve the vehicle, the consumer observed that the bottom of the front bumper had been damaged in the course of the tow and Defendants confirmed that the tow truck operator had caused the damage but refused to provide their insurance information. Consumer A said they were subjected to harassment and intimidation by Defendants' staff on the premises and filed a police report related to the damage caused to the vehicle.

- b. On August 2, 2024, Defendants towed a vehicle owned by Consumer B, from a private parking lot for an apartment building located in Philadelphia County, after Defendants called the local parking authority to ticket the vehicle for parking on private property. The consumer, however, was a resident of the apartment building and a parking permit was displayed on the vehicle's dashboard at the time of the tow. Defendants charged the consumer \$270.00 to release the consumer's vehicle, which included storage fees in the amount of \$75.00, and \$20.00 in unlawful charges for taxes. To date, Defendants have been unable to provide the Commonwealth with a valid agreement with the property owner authorizing Defendants to patrol and tow vehicles at this location.
- c. On August 19, 2024, Defendants towed a vehicle owned by Consumer C, for blocking a driveway located in Philadelphia County, after Defendants called

the local parking authority to ticket the vehicle. Defendants charged the consumer \$280.00 to release the consumer's vehicle, which included an unlawful \$50.00 labor charge, an unlawful \$10.00 charge for payment with a credit card, and \$20.00 in unlawful charges for taxes. To date, Defendants have been unable to provide the Commonwealth with a valid agreement with the property owner authorizing Defendants to patrol and tow vehicles at this location.

- d. On May 25, 2024, Defendants towed a vehicle owned by Consumer D, for blocking a driveway located in Philadelphia County, after Defendants called the local parking authority to ticket the vehicle. Defendants charged the consumer \$270.00 to release the consumer's vehicle, which included an unlawful \$50.00 labor charge and \$20.00 in unlawful charges for taxes. To date, Defendants have been unable to provide the Commonwealth with any photos showing the alleged parking violation nor a valid agreement with the property owner authorizing Defendants to patrol and tow vehicles at this location.
- e. On October 18, 2024, Defendants towed a rental vehicle in the possession of Consumer E, from a private parking lot for an apartment building located in Philadelphia County, after Defendants called the local parking authority to ticket the vehicle for parking on private property. The consumer, however, reports that they were a resident of the apartment building with permission from the property manager to park in the lot. Defendants charged the consumer \$280.00 to release the vehicle, which included an unlawful \$50.00 "admin" charge, an unlawful \$10.00 charge for payment with a credit card,

and \$20.00 in unlawful charges for taxes. To date, Defendants have been unable to provide the Commonwealth with a valid agreement with the property owner authorizing Defendants to patrol and tow vehicles at this location.

- f. On March 4, 2025, Defendants towed a vehicle owned by Consumer F, from a private parking lot for an apartment building located in Philadelphia County, after Defendants called the local parking authority to ticket the vehicle for parking on private property. The consumer, however, reports that they were a resident of the apartment building with permission from the property manager to park in the lot. Defendants charged the consumer \$251.51 to release the vehicle, which included \$25.00 in excessive storage fees, an unlawful \$7.51 charge for payment with a credit card, and \$18.00 in unlawful charges for taxes.

15. Defendants, therefore, have violated the Consent Petition, which was entered by this Court as a Final Order and Decree, by continuing to engage in the following violations of the Consumer Protection Law and Philadelphia Towing Law:

- a. Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods and services, in violation of 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 a sponsorship, approval, status, affiliation, or connection that he does not have, in violation of 73 P.S. § 201-2(4)(v);

- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of 73 P.S. § 201-2(4)(xxi).
- d. Failing to accept credit cards and debit cards and insurance company checks in full payment of all fees, in violation of Phila. Code 9-605(3)(e)(.8);
- e. Towing vehicles without 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/or failing to keep such written permissions on file, in violation of Phila. Code 9-605(11);
- f. Towing vehicles from locations without signage 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, in violation of Phila. Code 9-605(11)(a); and
- g. Charging 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, in violation of Phila. Code 9-605(11)(b).

16. Disobedience of any valid Order of the Court may constitute contempt.

Commonwealth v. Long, 533 Pa. 388, 625 A.2d 630 (1993). The Court has the inherent power to punish for contempt as a right incidental to a grant of judicial power under the Constitution. *See Colbert v. Gunning*, 368 Pa.Super. 28, 553 A.2d 471 (1987).

17. Civil contempt is appropriate when “(1) the contemnor had notice of the specific order or decree that he disobeyed; (2) the act constituting the violation was volitional; and (3) the

contemnor acted with wrongful intent.” *Gunther v. Bolus*, 853 A.2d 1014, 1017 (Pa. Super. 2004). To be held in civil contempt, a party must have willfully violated a court order. *Lachat v. Hinchcliffe*, 769 A.2d 481, 488-89 (Pa. Super. 2001) (stating that a mere showing of noncompliance with a court order is insufficient to prove civil contempt).

18. Defendants are in violation of this Court’s May 9, 2022 Order, the terms of which constitute an Order within the meaning of Section 201-8(a) of the Consumer Protection Law.

19. Defendants were a party to the Consent Petition, agreed to comply with and had notice of the terms of the final Order, and willfully performed all of the violative practices described herein above.

20. Pursuant to Paragraph III.B. of the Consent Petition, a suspended civil penalty in the amount of Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00) would become immediately due and owing from Defendants, jointly and severally, and payable to the Commonwealth, if a court of competent jurisdiction determines that Defendants have engaged in acts or practices that violate any of the terms of the Consent Petition. Defendants further agreed in the Consent Petition that such suspended civil penalty 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. Exhibit A, Paragraph III.B.

21. Additionally, and pursuant to Section 201-8(a) of the Consumer Protection Law, the Commonwealth is authorized to seek civil penalties of up to Five Thousand Dollars (\$5,000.00) for each violation of the injunctive provisions of the Consent Petition committed by Defendants.

22. The Commonwealth avers that, at a minimum, a single violation arises out of each validated consumer complaint filed against Defendants subsequent to the Court's May 9, 2022 Order.

23. After the filing of the parties' Consent Petition, the Commonwealth's Bureau of Consumer Protection received at least thirty-eight (38) consumer complaints against the Defendants alleging conduct which constitutes violations of the Consent Petition.

24. Additionally, as part of its investigation, the Commonwealth sent a subpoena to the Defendants requesting, among other things, "[a]ny and all documents related to all vehicles towed or stored by [Defendants] within the city of Philadelphia for the following months: July 2023, October 2023, January 2024, and April 2024...[including] copies of the tow slip."

25. Defendants, however, failed to produce even a single document.

26. Defendant Caban later testified under oath before the Bureau of Consumer Protection that Defendants maintained records of all vehicles released and amounts collected from vehicle owners, and that Defendants had in their possession "boxes of receipts" and tow slips from prior tows of consumers' vehicles.

27. Following Defendant Caban's testimony, the Commonwealth subsequently issued a written request, pursuant to its Subpoena, for said records. A true and correct copy of the Commonwealth's request, sent via email to Defendants' then-counsel, is attached hereto and incorporated herein as Exhibit B.

28. In response, however, Defendants failed to produce even a single tow slip or receipt of payment. A true and correct copy of Defendants' response, via its then-counsel, is attached hereto and incorporated herein as Exhibit C.

29. Thus, the Commonwealth believes and therefore avers that there are numerous additional consumers who have not submitted complaints to the Bureau and who have also been

harmful due to the methods, acts, and practices of the Defendants, which include, but are not limited to, those as alleged herein.

30. Under Section 201-8(a) of the Consumer Protection Law, in the event a person violates an injunction, the Attorney General, in addition to seeking civil penalties, may petition for “any other equitable relief deemed necessary or proper.”

31. As such, the Commonwealth seeks an Order directing restitution in at least the amount of Four Thousand Nine Hundred Thirty-Eight and 51/100 Dollars (\$4,938.51), to reimburse known consumers for monies acquired by Defendants via the aforementioned violations of the May 9, 2022 Order.

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order awarding the following relief:

- a) Finding Defendants in Contempt of the May 9, 2022 Order;
- b) Ordering Defendants to pay the suspended civil penalties in the amount of \$14,500.00 as set forth in the May 9, 2022 Order to the Commonwealth within thirty (30) days of an Order of Court;
- c) Ordering Defendants to pay additional civil penalties in the amount of \$190,000.00 within thirty (30) days of an Order of Court;
- d) Ordering Defendants to pay restitution in the amount of \$4,938.51 to the Commonwealth within thirty (30) days of the Order of the Court, for distribution to the impacted consumers;
- e) Ordering Defendants to pay additional restitution to consumers who file validated complaints within one hundred twenty (120) days of the Order of the Court;

- f) Ordering Defendants to pay costs in the amount of \$15,000.00 within thirty (30) days of the Order of the Court, for reimbursement of the Commonwealth's costs to investigate and litigate this matter;
- g) Ordering Defendants to retain the following business records related to all towing activity conducted after the Effective Date and making the same available to the Commonwealth within fourteen (14) days after receipt of its written request:
 - i. Defendants' complete fee schedule for all towing and/or storage-related fees or charges;
 - ii. Tow slips including itemized amounts of any fees or charges assessed to vehicle owners;
 - iii. Agreements authorizing Defendants to tow from specific locations in Pennsylvania; and
 - iv. Itemized receipts of all fees and charges collected from vehicle owners.
- h) Ordering that all terms of the parties' May 9, 2022 Consent Petition remain in full force and effect, to the extent such terms are not inconsistent with this Order.
- i) Ordering that, should Defendants engage in future violations of the injunction issued under this Order or under the parties' prior Consent Petition, this Court may impose additional sanctions up to and including the forfeiture of Defendants' right to do business in the Commonwealth of Pennsylvania, pursuant to its authority under § 201-9 of the Consumer Protection Law.

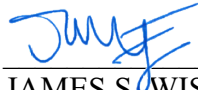
Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

Date: 9/2/26

By:



JAMES S. WISE

Senior Deputy Attorney General

Attorney I.D. #314913

Commonwealth of Pennsylvania

Office of Attorney General

1600 Arch Street, Third Floor

Philadelphia, Pennsylvania 19103

Telephone: (215) 560-3684

Counsel for Plaintiff

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Defendants	:	
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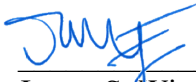
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Commonwealth of Pennsylvania's Petition for Contempt, Memorandum of Law in Support of the Commonwealth of Pennsylvania's Petition for Contempt, and Proposed Order, all for the above captioned matter, were served on the following via email and United States Postal Service First Class Mail, postage prepaid, on the date noted below:

Aubry's Towing LLC
Siani's Towing and Recovery, LLC
Angelina's Towing and Recovery, LLC
Michael Caban
Attn: Adam Leasure, Esq.
1219 Spruce Street

Philadelphia, PA 19107
aleasure@mtvlaw.com
Attorney for Defendants

Date: 9/2/26

By: 

James S. Wise
Senior Deputy Attorney General
Attorney I.D. #314913
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-3684

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	:	
Defendants	:	
	:	

The Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. (the “Commonwealth” and/or “Petitioner”), brings this Petition for a finding of contempt (the “Contempt Petition”) Angelina’s Towing and Recovery LLC d/b/a Angelina’s Towing d/b/a Siani’s Towing; Siani’s Towing and Recovery LLC d/b/a Siani’s Towing d/b/a Angelina’s Towing; Aubry’s Towing LLC d/b/a Angelina’s Towing d/b/a Siani’s Towing; and Miguel Caban, individually and as a Member of Angelina’s Towing and Recovery LLC, Siani’s Towing and Recovery LLC, and Aubry’s Towing LLC (collectively, the

“Defendants”) against for failure to comply with the Order of this Court dated May 9, 2022. The Commonwealth’s Contempt Petition is incorporated herein by reference.

I. FACTS

Defendants are engaged in trade and commerce within the Commonwealth of Pennsylvania by operating a towing and storage business. By way of background, on July 16, 2020, the Commonwealth filed a Complaint in the Philadelphia Court of Common Pleas alleging that Defendants violated the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201, *et seq.* (“Consumer Protection Law”) and the *Philadelphia Code*, Section 9-605 (“Philadelphia Towing Law”).

On April 20, 2022, Defendants entered into a Consent Petition with the Commonwealth as settlement of a public law enforcement action filed by the Commonwealth (“Consent Petition”). On that same day, the Commonwealth served a copy of the Consent Petition upon then-counsel for the Defendants and filed with the Court a Certificate of Service of same. On May 9, 2022, the Consent Petition was entered as a Final Order and Decree by the Court of Common Pleas of Philadelphia County.

Pursuant to the terms of the Consent Petition, Defendants agreed to, among other things, fully comply with the provisions of the Consumer Protection Law and the Philadelphia Towing Law, and specifically agreed to:

- charge only 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;²

(.1) One hundred and seventy-five dollars (\$175) for the towing of vehicles or combinations under 11,000 pounds (i.e. passenger vehicles, cars, pickup trucks, SUVs, and light duty vans) and twenty-five dollars (\$25) for the storage of these vehicles for each twenty-four-hour period. Where a vehicle is stored for less than twenty- four (24) hours on any day, storage fees shall be in the same proportion as the fractional part of the day the vehicle is stored.

- 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) of the

Philadelphia Towing Law;

- comply with 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.

(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. ...

See Exhibit A, Paragraph II.D.

After the Commonwealth continued to receive consumer complaints against the Defendants, the Commonwealth began conducting a new investigation into the Defendants' business practices, to determine their compliance with the Consumer Protection Law, the Philadelphia Towing Law, and the parties' prior Consent Petition. In the course of its

(.2) Two hundred fifty dollars (\$250) for the towing of vehicles or combinations at or over 11,000 pounds up to 17,000 pounds and forty dollars (\$40) for the storage of these vehicles for each twenty-four-hour period. Where a vehicle is stored for less than twenty-four (24) hours on any day, storage fees shall be in the same proportion as the fractional part of the day the vehicle is stored.

(.3) Three hundred and sixty dollars (\$360) for the towing of vehicles or combinations at or over 17,000 pounds and seventy-five dollars (\$75) for the storage of these vehicles for each twenty-four hour period. Where a vehicle is stored for less than twenty-four (24) hours on any day, storage fees shall be in the same proportion as the fractional part of the day the vehicle is stored.

Phila. Code 9-605(11)(b)(.1)-(3).

investigation, the Commonwealth has learned that the Defendants have, among other things, continued to: 1) tow vehicles without proper signage and/or authorization; 2) require consumers to pay towing and/or storage fees in cash or via Cashapp and charge consumers additional fees to pay with credit cards; and 3) charge excessive and unlawful fees related to the towing and storage of vehicles.

Specifically, regarding Defendants charging excessive and unlawful fees, the supporting documentation provided by consumer complainants—and corroborated by Defendants’ own admissions to the Commonwealth—shows that, subsequent to the filing of the Consent Petition, Defendants routinely assessed unlawful charges and collected monies from vehicle owners including, among other things: 1) “Labor” fees, despite such charges being expressly prohibited under the Philadelphia Tow Law; 2) Fees to pay with credit card, despite such charges being expressly prohibited under the Philadelphia Tow Law; 3) Taxes, prohibited under, or in excess of the amount allowable under, the Philadelphia Tow Law; and 4) Storage fees in excess of the amount allowable under the Philadelphia Towing Law.

Defendants, therefore, have violated the Consent Petition, which was entered by this Court as a Final Order and Decree, by continuing to engage in the aforementioned violations of the Consumer Protection Law and Philadelphia Towing Law. Subsequent to the filing of the parties’ Consent Petition, the Commonwealth’s Bureau of Consumer Protection (the “Bureau”) has received at least thirty-eight (38) consumer complaints against the Defendants alleging conduct which constitutes violations of the Consent Petition. Additionally, as part of its investigation, the Commonwealth sent a subpoena to the Defendants requesting, among other things, “[a]ny and all documents related to all vehicles towed or stored by [Defendants] within the city of Philadelphia for the following months: July 2023, October 2023, January 2024, and

April 2024...[including] copies of the tow slip.” Defendants, however, failed to produce even a single document responsive to this request.

Defendant Caban later testified under oath before the Bureau of Consumer Protection that Defendants maintained records of all vehicles released and amounts collected from vehicle owners, and that Defendants had in their possession “boxes of receipts” and tow slips from prior tows of consumers’ vehicles. Following Defendant Caban’s testimony, the Commonwealth subsequently issued a written request, pursuant to its Subpoena, for said records. In response, however, Defendants again failed to produce even a single tow slip or receipt of payment.

Thus, the Commonwealth believes and therefore avers that there are numerous additional consumers who have not submitted complaints to the Bureau and 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.

II. ARGUMENT

A. This Court has the Authority to Hold Defendants Accountable for Violating the May 9, 2022 Court Order by Finding Them in Contempt.

Disobedience of any valid Order of the Court may constitute contempt. *Commonwealth v. Long*, 533 Pa. 388, 394, 625 A.2d 630, 634 (1993). In *Colbert v. Gunning*, 368 Pa.Super. 28, 30, 533 A.2d 471, 472 (1987), the Court stated that “the power to punish for contempt, including power to inflict summary punishment, is a right inherent in courts and is incidental to grant of judicial power under the Constitution.” *See also, Commonwealth v. Marcone*, 487 Pa. 572, 579, 410 A.2d 759, 763 (1980); and *Brocker v. Brocker*, 429 Pa. 513, 519, 241 A.2d 336, 338 (1968).

“The purpose of a civil contempt proceeding is remedial, and judicial sanctions are employed (1) to coerce the defendant into compliance with the court's order, and (2) in some

instances[,] to compensate the complainant for losses sustained.” *Phila. Marine Trade Ass’n v. Int’l Longshoremen’s Ass’n*, 140 A.2d 814, 818 (Pa. 1958). “For a person to be found in civil contempt, the moving party must prove that: (1) the contemnor had notice of the specific order or decree that he disobeyed; (2) the act constituting the violation was volitional; and[,] (3) the contemnor acted with wrongful intent.” *Gunther v. Bolus*, 853 A.2d 1014, 1017 (Pa. Super. 2004). “The order alleged to have been violated must be definite, clear, and specific—leaving no doubt or uncertainty in the mind of the contemnor of the prohibited conduct and is to be strictly construed.” *Id.* (internal quotations, citations, and emphasis omitted).

The burden in a civil contempt proceeding is on the complaining party to prove noncompliance by a preponderance of the evidence, but the present inability to comply is an affirmative defense which must be proved by the alleged contemnor. *Barrett v. Barrett*, 368 A.2d 616, 621 (Pa. 1977).

Here, the Defendants not only had knowledge of the May 9, 2022 Order, but they expressly agreed to abide by its terms via the parties’ Consent Petition. The April 20, 2022 Consent Petition and subsequent Court Order were specific and definite in regard to Defendants’ responsibilities and obligations under the Order. This Court possesses the inherent power to hold Defendants accountable for their non-compliance and to enforce compliance with the terms and conditions of said Order as this Court deems appropriate.

B. Defendants are in Civil Contempt and Relief is Warranted, Including Coercive Sanctions, Penalties, Restitution, and Injunctive Relief

Defendants have repeatedly, and in numerous ways, failed to comply with the May 9, 2022 Order, and continued to engage in the very violations they agreed to refrain from as part of the parties’ Consent Petition to resolve the prior litigation before this Court. At least thirty-eight

(38) consumers—and very likely many more, as noted above—are alleged to have suffered harm due to Defendants’ violations of this Court’s Order.

Pursuant to Section 201-8 of the UTPCPL, the Commonwealth seeks the imposition of the relief contemplated in the suspended civil penalties set forth in the Consent Petition, as well as the imposition of additional civil penalties, restitution, costs and the equitable relief requested herein. Section 201-8(a) of the Consumer Protection Law states, in part, as follows:

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. ... [I]n such cases, the Attorney General... may petition for recovery of civil penalties and **any other equitable relief deemed needed or proper.”**

73 P.S. 201-8(a) [emphasis added].

Further, Section 201-4.1 of the Consumer Protection Law states:

Whenever any court issues a permanent injunction to restrain and prevent violations of this act as authorized in section 4 above, the court may in its discretion direct that the defendant or defendants restore to any person in interest any moneys or property, real or personal, which may have been acquired by means of any violation of this act, under terms and conditions to be established by the court. (Footnotes omitted).

73 P.S. 201-4.1.

In a matter involving a contempt petition filed by the Commonwealth to hold a general contractor in contempt for violation of a consent petition with the Commonwealth as authorized by the Consumer Protection Law, the Commonwealth Court stated:

Restitution is an equitable remedy that is permissible under section 8 of the UTPCPL, 73 P.S. § 201–8. *Commonwealth v. Ted Sopko Auto Sales and Locator*, 719 A.2d 1111 (Pa.Cmwlt.1998) (summarily rejecting a challenge to the propriety of an award of restitution based on the authority conferred by section 8(a) of the UTPCPL). The purpose of this equitable remedy “is to return the parties as nearly as possible to their original positions where warranted by the circumstances of the transaction.” *Baker v. Cambridge Chase, Inc.*, 725 A.2d 757, 766 (Pa.Super.1999). Therefore, as in the instant case, “restitution often goes with rescission, and should not be characterized as damages....” *Id.* (footnote omitted).

Com. ex rel. Corbett v. Reichenbach, 41 A.3d 168, 174 (Pa. Commw. Ct. 2012). Similarly, this Court has authority here to award restitution to the consumers against whom the Defendants committed violations of the terms of the Consent Petition and Court Order.

III. CONCLUSION

For the foregoing reasons, Defendants are in contempt of the Court Order May 9, 2022, as specifically described in the Commonwealth's Petition. The Commonwealth respectfully requests this Honorable Court enforce its Order by imposing civil penalties, restitution, costs, and other equitable relief deemed necessary and proper against Defendants.

Date: 9/2/26

By: 
James S. Wise
Senior Deputy Attorney General
Attorney I.D. #314913
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-3684

EXHIBIT A

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

COMMONWELTH OF	:	JULY TERM 2020
PENNSYLVANIA,	:	
Plaintiffs	:	
	:	No. 01037
v.	:	
	:	
SIANI'S TOWING ET AL	:	Control No. 22043373
DefendantS	:	
	:	

ORDER

AND NOW, this 9th day of May, 2022, upon consideration of the submitted Stipulation in the above-captioned matter that has been executed by the relevant parties it is **ORDERED** that the attached **STIPULATION** and proposed Consent Petition for **FINAL DECREE** is **APPROVED** and shall be entered as **FINAL DECREE** of this Court.

BY THE COURT:


J.

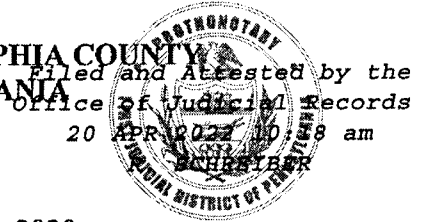
200701037-Comm Of Pa Vs Siani'S Towing



20070103700033

Case ID: 200701037
Control No.: 26090555

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 :

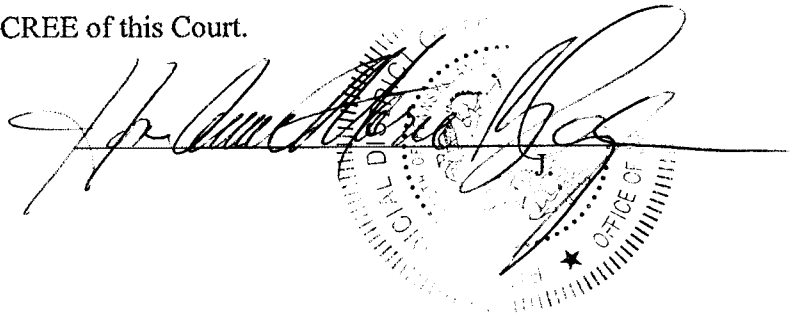
MIGUEL CABAN also known as MIGUEL :
CABAN, Jr., also known as MICHAEL :
CABAN, also known as MICHAEL CABAN, Jr. :
Individually and as a Member of Siani's Towing :
and Recovery LLC, and as a Member of Aubry's :

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 9th day of May, 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.

A handwritten signature in black ink, appearing to read "Patricia A. Jones", is written over a circular court seal. The seal contains the text "JUDICIAL BRANCH" and "OFFICE OF" around a central star.

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.

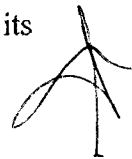
6. Defendants agree to pay to the Commonwealth the amount of Additional Restitution within fifteen (15) business days of the receipt of each Additional Restitution list referenced herein above, by certified check, cashier's check, or money order, made payable to the "Commonwealth of Pennsylvania, Office 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.]

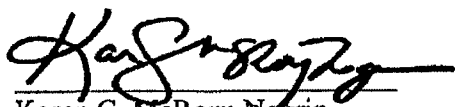
FOR THE PLAINTIFF:

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
kmcrolynegrin@attorneygeneral.gov
Attorney for Plaintiff



FOR THE DEFENDANTS:

Date: 4-14-22

Angelina's Towing and Recovery LLC

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

Date: 4-14-22

Siani's Towing and Recovery LLC

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

Date: _____

Aubry's Towing LLC

Ricardo Caban, Managing Member
Aubry's Towing LLC

Date: _____

Miguel Caban

Miguel Caban, individually

Date: _____

Miguel Caban, Jr.

Miguel Caban, Jr., individually

Date: 4/14/22

Dan J. Devlin
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

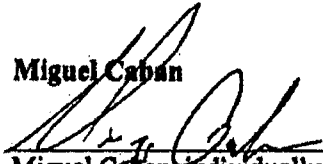
Aubry's Towing LLC

Date: _____

Ricardo Caban, Managing Member
Aubry's Towing LLC

Miguel Caban

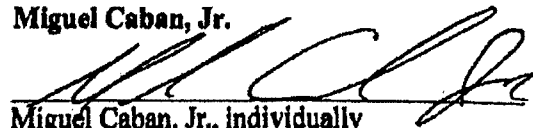
Date: 4-6-22



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

FOR THE DEFENDANTS

Angelina's Towing and Recovery LLC

Date: _____

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

Sign's Towing and Recovery LLC

Date: _____

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

Aubry's Towing LLC

Date: 4-11-22

Ricardo Caban, Managing Member
Aubry's Towing LLC

Miguel Caban

Date: _____

Miguel Caban, individually

Miguel Caban, Jr.

Date: _____

Miguel Caban, Jr., individually

Date: _____

Daniel J. Devlin, Esquire
Van Der Veen, O'Neill, Hartshorn & Levin
1219 Spruce Street
Philadelphia, PA 19107
ddevlin@mitvlaw.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]


Case ID: 200701037
Control No.: 22043373
Control No.: 26090555

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 Cahan, 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 :

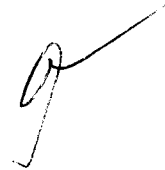
**ANGELINA'S TOWING AND :
RECOVERY LLC and doing business as :
Siani's :**

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



EXHIBIT B

Commonwealth of PA v. Angelina's Towing

From Wise, James S. <jwise@attorneygeneral.gov>
Date Sun 10/12/2025 11:59 AM
To ddevlin@mtvlaw.com <ddevlin@mtvlaw.com>
Cc Foley, Jordon M. <jfoley@attorneygeneral.gov>

Good Morning,

Apologies for the delay in following up from our meeting in August—my office was the victim of a cyber attack a few days after we met and we are still working to regain access to our systems and records. Nonetheless, we would like to move forward with this investigation. Accordingly, below please find the list of additional records and information we are requesting as discussed during the meeting. Please provide the following records and information by no later than October 24, 2025:

- Your client testified that the business has reports that contain the number of vehicles released and the amount of money collected. Please provide copies of all such reports for the time period of June 1, 2022 through June 1, 2024.
- Your client testified that the business has tow slips from 2023 and 2024, organized by the date of tow, as well as "boxes of receipts." Please provide copies of all tow slips (or, in the alternative, other records showing the amounts charged for each tow) in your clients possession from the time period of June 1, 2022 through June 1, 2024.
- Please provide that date Theresa's employment was terminated and a written explanation of the circumstances surrounding her leaving the business
- Towing agreement related to the property from which Clara Boyer's vehicle was towed (date of tow: 7/26/23)
- Towing agreement for 315 W. Johnson Street
- Documents or information regarding all fictitious names utilized by Angelina's Towing and Recovery LLC

Please contact me via email or at the telephone number below if you have any questions or concerns.

Thank you in advance for your cooperation.

James Wise
Senior Deputy Attorney General
Pennsylvania Office of Attorney General
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, PA 19103
(215) 518-6788

EXHIBIT C



VAN DER VEEN, HARTSHORN, LEVIN & LINDHEIM

Michael T. van der Veen+ | Brian D. Hartshorn** | Nelson Levin* | Jerry A. Lindheim**~ | Bruce L. Castor, Jr.^ |
Daniel J. Devlin** | David J. Colleran** | Abigail B. Gustafson> | Kaitlin C. McCaffrey** | David C. Devine* |
Steven R. Bryson* | Adam M. Leasure** | Timothy E. Possenti* | Carl Ippolito< | Thomas Crawford<

November 11, 2025

James Wise, Esquire
Office of Attorney General
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, PA 19103

**Re: Commonwealth v. Angelina's Towing & Recovery LLC
No. 241004125**

Dear Attorney Wise,

Enclosed please find the supplemental document production response of Angelina's Towing & Recovery LLC. Additionally, in response to your specific requests, my client responds as follows:

1. After conducting a further search, my client has not been able to locate or generate any reports which contain the number of vehicles released and the amount of money collected for the time period of June 1, 2022 through June 1, 2024;
2. Other than what has been previously provided with my client's initial document production response, after conducting a further search, my client has not been able to locate any additional tow slips or other records which show the amount charged for each tow for the time period of June 1, 2022 through June 1, 2024;
3. My client previously provided a written statement regarding the termination of Theresa's employment, namely the Affidavit previously filed with the Court. I am providing another copy of the same with this response. My client does not recall any additional details regarding the date of termination or the circumstances under which Theresa left my client's business;
4. The towing agreement related to the property from which Clara Boyer's vehicle was towed (Date of Tow: 7/26/23) was previously provided to you via email on November 6, 2025. I am providing another copy with this response;

1219 Spruce Street | Philadelphia, PA 19107 | P (215) 546-1000 | F (215) 546-VLAW
411 Cherry Street | Norristown, PA 19401 | mtvlaw.com | 609 Hamilton Street, Suite 7 | Allentown, PA 18101

5. My client does not have in their possession a copy of the towing agreement for 315 W. Johnson Street. They have contacted the property manager to obtain a copy and are awaiting a response from them. My client will provide an updated response to this request following receipt of the response from the property manager; and
6. Angelina's Towing and Recovery LLC does not currently utilize any fictitious names which have been registered with the Pennsylvania Department of State. As a result, my client is not in possession of any documents which are responsive to this request.

My client remains committed to working toward a resolution of this matter and the issues at hand. Should my client obtain or locate any additional documents or information, they intend to provide a supplemental response with such further documentation or information as soon as practicable.

Thank you for your attention to this correspondence. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Daniel J. Devlin". The signature is written in a cursive, flowing style.

Daniel J. Devlin

Enclosures