

**SUPREME COURT OF STATE OF NEW YORK
COUNTY OF DUTCHESS**

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**In the Matter of the Application of LETITIA JAMES,
Attorney General of the State of New York,**

Petitioner,

**Index No. 2021-54005
NOTICE OF
PETITION
Hon. Christie D'Alessio**

-against-

**ROBERT SCORES, individually and as sole member of
BOBBY'S TOWING AND RECOVERY, LLC, BOBBY'S
TOWING AND RECOVERY, LLC, and ROBERT SCORES
d/b/a BOBBY'S TOWING AND RECOVERY,**

Respondents.
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PLEASE TAKE NOTICE that upon the Verified Petition dated June 6, 2022, and the supporting Affirmation of Assistant Attorney General Cheryl J. Lee, dated June 6, 2022, with annexed exhibits, the Petitioner, the People of the State of New York, by Attorney General Letitia James, will move this Court at the County Courthouse, One Market Street, Poughkeepsie, New York on the 27th day of June, 2022, at 10:00 a.m. for an Order and Judgment:

1. Permanently enjoining Respondent from violating Executive Law §63(12), Article 22-A and Poughkeepsie City Code Chapter 13, §13-311, and from engaging in the fraudulent, deceptive and illegal practices alleged herein;
2. Permanently enjoining Respondent from engaging in the towing operation business, either as a driver or proprietor within the State of New York until a \$100,000 performance bond is filed with the Attorney General by a surety or bonding company licensed by and in good standing with the New York State Department of Insurance, guaranteeing that Respondent comply with any injunction which may be entered herein,

the proceeds of that bond to provide a fund for restitution to consumers defrauded or damaged by the past or future conduct of the Respondent and to ensure payment of penalties and costs herein;


3. Directing Respondent to make full monetary restitution to aggrieved consumers known and unknown;
4. Directing Respondent to prominently and publicly display towing and storage rates at their facility and on tow away signage at each private property Respondent is contracted to tow from;
5. Directing Respondent to proactively notify the owner/operator when their car is being towed and where it will be stored;
6. Directing Respondent to accept other forms of payment than cash, including, without limitation, credit cards and money orders;
7. Requiring Respondent to photograph vehicles before moving the vehicle from its original location, with such photographs necessarily showing the absence of a parking permit (or other indicia (i.e., relevant signage) as justification for the tow) and the location where the vehicle was parked. Respondent should further be directed to annex copies of such photos to the tow receipt which shall be provided to the vehicle owner/operator and to the OAG upon demand. Failure to provide such photographs shall render the specific tow invalid and necessitate release without a tow fee;
8. Requiring Respondent to release a vehicle at no charge or a nominal “drop fee” to be determined by the Court if the owner/operator returns before the vehicle has been removed from the property;

9. Requiring Respondent to allow owners/operators to access and retrieve all personal items from their towed vehicles, such as keys, wallets, cell phones and medication;
10. Requiring Respondent to reimburse vehicle owners/operators for illegal or unjustified tows, with such reimbursement to include any and all damages, such as lost wages, in the circumstance of an illegal tow;
11. Requiring Respondent to reimburse vehicle owners and operators for damage to vehicles during the towing and storage process;
12. Strictly prohibiting Respondent from engaging in predatory towing practices, i.e., patrolling or scanning for illegally parked cars without being called by the private property owner; in addition, requiring Respondent to keep a handwritten logbook that contains the name, phone number, date, time of such calls together with the location of the alleged illegally parked vehicle, make of the vehicle, license plate number, time of tow, location towed from and reason for the tow;
13. Requiring Respondent to provide an itemized bill to the owner/operator of each towed vehicle, with photos annexed, showing the date, time and place of the tow, the justification for the tow, and providing the vehicle owners/ operators with an opportunity to dispute any suspicious charges;
14. Directing Respondent to pay a civil penalty in the sum of \$5,000 to the State of New York for each instance of a deceptive act or practice, pursuant to GBL §350-D;
15. Directing Respondent to pay a civil penalty in the sum of \$5,000 to the State of New York for each instance of a violation of GBL Article 22-A, pursuant to GBL § 350-D;
16. Directing Respondents to pay costs totaling \$2,000 pursuant to CPLR §8303(a)(6); and
17. Granting Petitioner such other and further relief as this Court deems just and proper.

PLEASE TAKE FURTHER NOTICE, that answering affidavit, if any, shall be served on petitioners at the address below seven (7) days prior to the return date pursuant to CPLR § 403(b).

Dated: June 6, 2022
Poughkeepsie, New York

LETITIA JAMES
Attorney General of the State of New York
Attorney for the Petitioner
One Civic Center Plaza, Ste 401
Poughkeepsie, New York 12601

By: 
CHERYL J. LEE
Assistant Attorney General
Telephone No. (845)485-3925

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The People of the State of New York, by their attorney Letitia James, Attorney General of the State of New York, respectfully allege, upon information and belief, that:

INTRODUCTION

1. Petitioner brings this summary proceeding pursuant to New York Executive Law 63(12) to permanently enjoin Robert Scores from engaging in deceptive, fraudulent and illegal business practices in connection with his towing company. Petitioner also seeks restitution for individuals victimized by these unlawful practices, disgorgement of wrongfully obtained profits and the recovery of penalties and costs as authorized by statute.

PARTIES AND JURISDICTION

2. Petitioner is the People of the State of New York, by their attorney Letitia James, Attorney General of the State of New York.

3. Robert Scores [hereinafter "Respondent"] currently resides at 106 Reilly Road, LaGrangeville, New York 12540.

4. This Court has jurisdiction pursuant to: a) Executive Law §63(12), which authorizes the New York State Attorney General (the “OAG”) to commence a summary proceeding under CPLR Article 4 for injunctive relief, restitution, disgorgement and damages against any person or business entity that has engaged in repeated fraudulent or illegal acts or persistent fraud or illegality in the carrying on, conducting or transaction of business; and b) GBL Article 22-A §349 and 350-D which authorize the Attorney General to seek injunctive relief, restitution, penalties and costs when any person or entity engages in deceptive practices in the conduct of any business.

5. The Attorney General has complied with the statutory notice requirements of GBL §349(c).

FACTS

6. Robert Scores has been operating a tow truck company since at least May 25, 2004, when, utilizing the name “Bobby’s Auto Repair & Collision, Inc.,” he filed articles of incorporation with the New York State Department of State (“DOS”). The agent for service of process of this entity was “Bobby’s Auto Repair & Collision, Inc.” located at 248 Smith Street, Poughkeepsie, New York 12601, the location where Bobby’s Towing & Recovery, LLC is currently located.

7. On October 28, 2009, Bobby’s Auto Repair & Collision, Inc. was dissolved by proclamation or annulment of authority by the New York State Department of Taxation and Finance. See Exhibit “Q” hereto. According to the New York State Department of Taxation and Finance website, located at www.tax.ny.gov, and using keyword search TR-194.1, a corporate entity that has been delinquent for more than two consecutive years in filing tax returns or paying taxes or fees may be dissolved by the New York State Secretary of State by proclamation.

8. On January 6, 2009, Robert Scores filed a Certificate of Doing Business Under Assumed Name with the Dutchess County Clerk, assuming the name “Bobby’s Auto Repair.” This certificate was amended on October 14, 2021, to reflect the name change to “Bobby’s Towing and Recovery.” See Exhibit “ee” hereto.

9. On February 28, 2019, Robert Scores created “Bobby’s Towing & Recovery, LLC” by filing articles of organization with the DOS. According to the DOS website, Robert Scores is the agent of service for this limited liability corporation; however, the LLC is delinquent in filing its biennial statement by over a year. See Exhibit “R” hereto.

10. Apparently, Robert Scores also operates a towing company using the d/b/a “Bobby’s Collision,” as evidenced by signs posted at various locations in the City and Town of Poughkeepsie, including at the Canterbury Garden Apartments, Manchester Garden Apartments, 140 Union Street and 29 Jefferson Street. See Ex. “S” hereto, photos of towing signs.

11. Respondent Scores has at all times been actively involved in the day to day direction and management of Bobby’s Auto Repair and Collision, Inc., Bobby’s Towing and Recovery, LLC and Bobby’s Collision (collectively, the “Towing Entities”) and has personally participated in and has personal knowledge of all the acts alleged herein.

12. Beginning as far back as 2013, the OAG Poughkeepsie Regional Office began receiving consumer complaints about Respondents’ deceptive business practices, including, among others: patrolling for illegally parked vehicles; towing vehicles when the owner was present and willing to move the vehicle; falsifying tow tickets as to the justification, cost and time of the tow; towing vehicles that were legally parked and shifting the burden of proving the justification for the tow onto the vehicle owners; not making the vehicles available for redemption and charging excessive storage fees; refusing to take credit cards; engaging in

disrespectful, and at times racist behavior, physical assault and aggression; repeatedly violating multiple provisions of the City of Poughkeepsie Towing Ordinance, Poughkeepsie City Code Chapter 13, Motor Vehicles and Traffic, Article XX, Towing of Vehicles from Private Property, Section 13-311 (hereinafter “Poughkeepsie City Code Chapter 13, §13-311”).

13. It is likely that there are other consumers injured by Respondent who are not known to Petitioner at this time.

14. As set forth in the consumer affidavits annexed to the Affirmation of Assistant Attorney General Cheryl J. Lee, Respondent owes at total of \$6,216.82 to sixteen (16) consumers who filed complaints with the OAG.

15. As further set forth in the spreadsheet annexed to the Affirmation of Assistant Attorney General Cheryl J. Lee, Respondent wrongfully obtained profits totaling \$ 36,676.38 in violation of Poughkeepsie City Code Chapter 13, §13-311 which the Court should order disgorged to Petitioner.

Deceptive Acts and Business Practices

16. Further investigation by the OAG revealed the following persistent pattern of deceptive business practices by Respondent:

17. Respondent Scores repeatedly and persistently patrols for illegally parked vehicles even when the private property owner has not called Respondent to tow a vehicle;

18. Respondent Scores repeatedly and persistently tows vehicles even if the vehicle owner/operator is present at the scene before the vehicle is attached to the towing apparatus and specifically requests that Respondent Scores not tow the vehicle, and where the vehicle owner/driver is ready, willing, and able to correct the condition warranting the tow;

19. Respondent Scores repeatedly and persistently tows vehicle even if the

owner/operator is present at the scene after the vehicle is attached to the towing apparatus, and offers to pay a reasonable fee for Respondent Scores to “drop” the vehicle, and where the owner/operator is ready, willing and able to correct the condition warranting the tow. Rather than allow the vehicle owner/ operator to remedy the condition, Respondent Scores instead demands money comparable to the cost of the tow itself;

20. Respondent Scores repeatedly and persistently tows vehicle that are not “parked,” within the express definition pursuant New York State Vehicle and Traffic Law §129;¹ but instead are temporarily standing to unload merchandise or passengers;

21. Respondent Scores repeatedly and persistently falsifies tow tickets he provides to consumers with regard to the justification for the tow and the cost of the tow;

22. Respondent Scores repeatedly and persistently importunes consumers to commit auto insurance fraud by advising consumers to report tows to their insurance as roadside assistance for insurance reimbursement;

23. Respondent Scores repeatedly and persistently fails to safeguard the vehicles he tows, causing damage to the vehicles;

24. Respondent Scores repeatedly and persistently engages in rude, even racist behavior, and acts in a threatening and aggressive manner toward consumers including engaging in unwanted physical contact;

25. Respondent Scores repeatedly and persistently tows vehicles from private property without justification and even when the owner/operator has proven their right to park in the lot at issue, Respondent refuses to release their vehicle without full payment;

¹ See VTL §129 Park or parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

26. Respondent Scores repeatedly and persistently violates New York State GBL §399-v by failing to correctly display Respondent's corporate name and by failing to set forth the name, address and phone number of the parking facility operators on statutorily required no parking signs;

27. Respondent Scores repeatedly and persistently tows vehicles pursuant to a predatory towing contract with Manchester Gardens and Canterbury Gardens, drafted by Respondent Scores, which permits Respondent Scores to tow the residents' vehicles for any reason, even where there is no notice or signage regarding the alleged parking restrictions, and provides no recourse for the residents to the building management if resident vehicles are wrongfully towed. The OAG investigation revealed that vehicles are regularly towed wrongfully and deceptively from these complexes.

Failure to Comply with City of Poughkeepsie Code Chapter 13, Motor Vehicle and Traffic, Article XX, Towing of Vehicles from Private Property, Section 13-311

In the course of his business operations within the jurisdictional boundaries of the City of Poughkeepsie:

28. Respondent Scores repeatedly and persistently charges towing fees in excess of the \$85.00 fee limitation set forth in the Poughkeepsie City Code Chapter 13, §13-311(j);

29. Respondent Scores repeatedly and persistently fails to wait the required twenty minutes grace period set forth in Poughkeepsie City Code Chapter 13, §13-311(l);

30. Respondent Scores repeatedly and persistently charges storage fees, administrative and other service fees expressly prohibited by Poughkeepsie City Code Chapter 13, §13-311 (j);

31. Respondent Scores repeatedly and persistently charges the owner or person in

control of the vehicle for the cost of towing and storage when he tows a vehicle in violation of the Poughkeepsie City Code Chapter 13, as prohibited by §13-311(h).

**FIRST CAUSE OF ACTION
PURSUANT TO EXECUTIVE LAW §63(12)
FRAUD**

32. Executive Law § 63(12) defines “fraud” or “fraudulent” to include a device, scheme or artifice to defraud and any deception, misrepresentation, concealment, suppression, false pretense, false promise or unconscionable contractual provisions.

33. As set forth above, by its acts and practices, Respondents have engaged in repeated and persistent fraud in violation of Executive Law § 63(12).

**SECOND CAUSE OF ACTION
PURSUANT TO EXECUTIVE LAW § 63(12)
FRAUD AND ILLEGALITY
VIOLATIONS OF GBL § 349
DECEPTIVE ACTS AND PRACTICES**

34. GBL § 349 declares unlawful any deceptive acts or practices in the conduct of any business, trade or commerce in this state.

35. Based on the foregoing, Respondents have repeatedly and persistently violated GBL § 349 in the course of its business practices.

36. As a consequence, Respondents engaged in repeated and persistent fraud and illegality in violation of Executive Law § 63(12).

**THIRD CAUSE OF ACTION
PURSUANT TO EXECUTIVE LAW §63(12) – ILLEGALITY
VIOLATION OF CITY OF POUGHKEEPSIE CODE CHAPTER 13
MOTOR VEHICLES AND TRAFFIC ARTICLE XX
SECTION 13-311**

37. Poughkeepsie City Code Chapter 13, Section 13-311² requires, *inter alia*, that towing operators who operate within the City of Poughkeepsie observe the following:

- a) Not to tow any vehicle if the owner or operator of the vehicle appears at the scene prior to the vehicle being connected to any apparatus of the tow truck, requests the towing company operator not to tow the vehicle and is willing and able to correct the condition warranting the tow (§13-311(f));
- b) If such owner or operator shall appear at the scene after the vehicle is connected to the tow truck apparatus, but before the tow truck has exited the premises, the towing operator shall be entitled to a \$25 fee but must release the vehicle (§13-311(f));
- c) When a tow operator causes a vehicle to be towed in violation of the Towing Ordinance, there shall be no charge to the owner or other person in control of the vehicle for the cost of towing and storage (§13-311(h));
- d) The maximum charge for towing of vehicles is \$60, plus a hook up fee of \$25 (§13-311(j));
- e) The maximum charge for storage of vehicles is \$50 per day, to commence after the vehicle has been impounded and on the premises for a period of twenty four hours (§13-311(j));

² In a "Statement of Policy" prefacing this ordinance, the Common Council posits: "The City of Poughkeepsie Common Council has received numerous complaints asserting abusive business practices by persons engaged in the towing of vehicles from private property. Without limiting the generality of the preceding statement, the City of Poughkeepsie has received complaints asserting that vehicles are towed without proper notice or warning, that vehicles are towed notwithstanding the presence of owners or operators of vehicles who are willing and prepared to voluntarily remove the vehicles from the private property on which they are parked, that fees imposed for towing are excessive, that vehicles are towed to storage locations without identification of the storage location by the person undertaking the taking and that persons undertaking the towing have improperly demanded releases from liability as a condition of physically returning possession of the vehicle to the owner or operator of the vehicle. In response to these numerous complaints, received over a long period of time, the City of Poughkeepsie desires to establish certain minimum standards for towing of vehicles from private property so that such towing may take place in a manner that is not abusive."

- f) Other than the \$85 towing fee and permissible storage charges as well as applicable taxes, no additional charges, including clerical, administrative or service fees may be charged (§13-311(j)); and
- g) Towing operators shall allow a waiting period of not less than 20 minutes between the arrival of a tow vehicle at the location from which a vehicle is to be towed and the physical connection of any apparatus to the vehicle to be towed for the purpose of commencing towing. If the owner or other person in control of the vehicle arrives at the scene during this twenty-minute waiting period, such owner or person in control of the vehicle shall be allowed to drive the vehicle from the location without interference or charge (§13-311(l)).

38. As set forth above, Respondent has repeatedly and persistently violated Poughkeepsie City Code Chapter 13, §13-311.

39. Respondent's conduct has constituted repeated and persistent illegality in violation of Executive Law §63(12).

WHEREFORE, Petitioner requests that the Cort grant relief pursuant Executive Law §63(12), GBL Article 22-A and Poughkeepsie City Code Chapter 13, §13-311 as follows:

1. Permanently enjoining Respondent from violating Executive Law §63(12), Article 22-A and Poughkeepsie City Code Chapter 13, §13-311, and from engaging in the fraudulent, deceptive and illegal practices alleged herein;
2. Permanently enjoining Respondent from engaging in the towing operation business, either as a driver or proprietor within the State of New York until a \$100,000 performance bond is filed with the Attorney General by a surety or bonding company licensed by and in good standing with the New York State Department of Insurance,


guaranteeing that Respondent comply with any injunction which may be entered herein, the proceeds of that bond to provide a fund for restitution to consumers defrauded or damaged by the past or future conduct of the Respondent and to ensure payment of penalties and costs herein;

3. Directing Respondent to make full monetary restitution to aggrieved consumers known and unknown;
4. Directing Respondent to prominently and publicly display towing and storage rates at their facility and on tow away signage at each private property Respondent is contracted to tow from;
5. Directing Respondent to proactively notify the owner/operator when their car is being towed and where it will be stored;
6. Directing Respondent to accept other forms of payment than cash, including, without limitation, credit cards and money orders;
7. Requiring Respondent to photograph vehicles before moving the vehicle from its original location, with such photographs necessarily showing the absence of a parking permit (or other indicia (i.e., relevant signage) as justification for the tow) and the location where the vehicle was parked. Respondent should further be directed to annex copies of such photos to the tow receipt which shall be provided to the vehicle owner/operator and to the OAG upon demand. Failure to provide such photographs shall render the specific tow invalid and necessitate release without a tow fee;
8. Requiring Respondent to release a vehicle at no charge or a nominal “drop fee” to be determined by the Court if the owner/operator returns before the vehicle has been removed from the property;

9. Requiring Respondent to allow owners/operators to access and retrieve all personal items from their towed vehicles, such as keys, wallets, cell phones and medication;
10. Requiring Respondent to reimburse vehicle owners/operators for illegal or unjustified tows, with such reimbursement to include any and all damages, such as lost wages, in the circumstance of an illegal tow;
11. Requiring Respondent to reimburse vehicle owners and operators for damage to vehicles during the towing and storage process;
12. Strictly prohibiting Respondent from engaging in predatory towing practices, i.e., patrolling or scanning for illegally parked cars without being called by the private property owner; in addition, requiring Respondent to keep a handwritten logbook that contains the name, phone number, date, time of such calls together with the location of the alleged illegally parked vehicle, make of the vehicle, license plate number, time of tow, location towed from and reason for the tow;
13. Requiring Respondent to provide an itemized bill to the vehicle owner/operator of each towed vehicle, with photos annexed, showing the date, time and place of the tow, the justification for the tow, and providing the vehicle owner/ operator with an opportunity to dispute any suspicious charges;
14. Directing Respondent to pay a civil penalty in the sum of \$5,000 to the State of New York for each instance of a deceptive act or practice, pursuant to GBL §350-D;
15. Directing Respondent to pay a civil penalty in the sum of \$5,000 to the State of New York for each instance of a violation of GBL Article 22-A, pursuant to GBL § 350-D;
16. Directing Respondents to pay costs totaling \$2,000 pursuant to CPLR §8303(a)(6); and
17. Granting Petitioner such other and further relief as this Court deems just and proper.

Dated: Poughkeepsie, New York
June 6, 2022

LETITIA JAMES
Attorney General of the State of New York
Attorney for Petitioner
One Civic Center Plaza, Suite 401
Poughkeepsie, New York 12601

BY: 
CHERYL J. LEE
Assistant Attorney General
Poughkeepsie Regional Office
(845) 485-3925

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COUNTY OF DUTCHESS**

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AFFIRMATION**

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CHERYL J. LEE, an attorney duly admitted to practice in the courts of the State of New York, affirms the truth of the following statement made under penalty of perjury:

1. I am an Assistant Attorney General in the office of Letitia James, Attorney General of the State of New York (hereinafter "OAG"), assigned to the Poughkeepsie Regional Office. I am familiar with the facts and circumstances of this proceeding.
2. The facts set forth in this Affirmation are based upon information contained in the files of the Poughkeepsie Regional Office and are believed to be true and correct.
3. I make this Affirmation in support of Petitioner's application for an Order and Judgment, *inter alia*, permanently enjoining Respondent from engaging in deceptive, fraudulent and illegal business practices and from performing vehicle towing services, including the towing of parked vehicles from private property and at the behest of police departments in the State of

New York; awarding restitution to injured consumers; directing disgorgement of wrongfully obtained profits and penalties and costs to the State of New York.

INTRODUCTION

4. The towing industry is a hugely profitable industry that is woefully underregulated. According to U.S. PIRG Education Fund, “[R]esearch points to two broad issues facing consumers: An alarmingly high number of states have no protections...or inadequate protections...it is important to note that many municipalities have protections that are stronger than those offered by state law...This needs to change.”¹

5. The U.S. PIRG Education Fund, an independent, non-partisan group that works for consumers and in the public interest, identified 14 towing protections that should be available to consumers in every state. These are:

- a. Towing companies should be required to clearly display rates, either on “tow away signs” or at their facility;
- b. Towing companies should be required to notify the owner/driver when their car has been towed and where it is being stored;
- c. Towing companies should be required to accept credit cards;
- d. Towing companies should be required to post “tow-away” signs that are clearly visible from an area where a car may be towed;
- e. Towing companies and drivers should be required to take a photograph of the car before moving it from its original location;

¹ See Grace Brombach, Getting Off the Hook of a Predatory Tow: 14 Ways States Should Protect Consumers When Their Car is Towed, U.S. PIRG Education Fund, PIRG Consumer Watchdog, May 2021 (the “PIRG Report”).

- f. Tow truck companies and drivers should be required to release a vehicle at no charge or for a smaller “drop fee” if the owner/operator returns to their car before it has been completely removed from the property;
- g. Tow truck companies should be required to allow owners to retrieve their vehicles 24/7, as long as the owner/operator gives notice. Additionally, tow truck companies and drivers must have set business hours during which towed vehicles are available for pickup;
- h. Tow truck companies should be required to allow owners/drivers to access and retrieve all personal items from their towed vehicles, such as keys, wallets and medication;
- i. Tow truck companies that tow cars illegally should be required to reimburse drivers/owners for the tow, and such owners/drivers should be entitled to damages, such as lost wages, in the circumstance of an illegal tow;
- j. Tow truck companies should be required to reimburse drivers/owners for damage done to vehicles during the towing and storage process;
- k. Tow truck companies should be strictly prohibited from patrolling or scanning for illegally parked cars and
- l. Towing companies should be required to provide an itemized bill to the driver/owner, which gives consumers the opportunity to dispute any suspicious charges.

6. Currently in New York State, only two of the fourteen protections are available to consumers – clear tow away signs are required in private parking areas, and if a vehicle tow is proven illegal, an owner is entitled to reimbursement and damages. In reality, however, tow

truck companies, and the Respondent in particular, operate with impunity, engaging in blatant predatory practices such as patrolling for illegally parked cars, towing cars when the owner is present and offering to move it, importuning insurance fraud, refusing to accept credit card payments and falsifying tow tickets as to the amount and justification for the tow.

7. Once a car is towed, absent payment of the often arbitrary fees demanded by tow truck operators, an owner/driver is faced with loss of the use of their vehicle and perhaps even title thereto. Tow company operators have immense power and little restraint in our state, as evidenced by the experiences set forth in the consumer affidavits which are annexed hereto.

8. The high cost of towing on the lives of individuals and families bears further discussion. According to the PIRG report, the economic shock imposed by the towing of a primary vehicle, usually a family's most significant asset, can be devastating to most Americans.² Studies show that a quarter of all American families have difficulty saving money in most months, and almost half of all Americans would struggle to cover an unexpected or emergency expense of \$400. Furthermore, as a result of the pandemic, 60% of Americans have experienced a financial shock in the past year and have not recovered sufficiently six months after the fact.³

9. Immediate monetary concerns are not the only consideration; the loss of a vehicle has long-term effects as well. Empirical data demonstrates that a lack of access to reliable transportation is the second largest immediate barrier to employment for the unemployed, behind reliable access to childcare.⁴ Without a car, those living and working in the Hudson Valley do not have reliable access to affordable transportation due to increasing MTA fees,⁵

² "Towed into Debt: How Towing Practices in California Punish Poor People." *Western Center on Law and Poverty*, p. 12. <https://wclp.org/wp-content/uploads/2019/03/TowedIntoDebt.Report.pdf>

³ *Id.* p. 16.

⁴ *Id.* at p. 16.

⁵ Zambito, Thomas. "Transportation: Will Getting Around the Lower Hudson Valley get any Easier in 2019? Maybe." *Lohud*. <https://www.lohud.com/story/news/transit/2019/01/02/transportation-issues-lower-hudson-valley/2340124002/>

unreliable schedules, and the global pandemic.⁶ However, access to public transit may not even be an option for many people, as less than half of all Americans live within a quarter mile of any public transit stop.⁷

10. Car ownership has been found to be intrinsically connected to obtaining employment, with a greater correlation between car ownership and employment than between the attainment of a high school diploma and employment.⁸ For instance, unemployed people who have reliable access to a car are more likely to secure employment and subsequently leave welfare than individuals who do not have vehicles. One study found that those who entered welfare with both a car and a job were 41% more likely to keep that job and leave welfare in a timely manner than those without a car.⁹

11. Predatory towing practices, which serve to unjustly enrich tow truck operators while financially victimizing the consuming public, neither serve public policy nor the public interest. The discrete public purposes which underly the towing of a vehicle are clear: to keep the roadways clear for traffic, to assist a motorist to transport their vehicle from the scene of a breakdown or an accident for repair, and to remove illegally parked cars that restrict the ability of businesses to offer adequate parking to their customers. When an individual sees a tow truck arriving, such sighting should be met with a sense of relief, not terror. Instead, in the context of predatory towing such as that deployed by Respondent, stealth tactics are utilized to sneak up on vehicles left idling for a few moments, using intimidation and even physical aggression to deter civilians from asserting their rights at the scene of a tow, and then holding vehicles hostage while

⁶ “What Happens to Public Transportation During a Pandemic?” *Hudson Valley Pattern for Progress*. <https://www.pattern-for-progress.org/what-happens-to-public-transportation-during-a-pandemic/>

⁷ *Id.* p. 19.

⁸ *Id.* p. 16.

⁹ *Id.* p. 17.

charging outrageous fees for unwarranted tows. As part of the OAG investigation into Respondent Bobby's Towing, we obtained the following sworn statements from consumers harmed by Respondents' predatory practices:

...there was no good cause for Robert Scores to tow my vehicle. I was not blocking any traffic, and no one from the apartment complex could have possibly called him to take my vehicle (I was not gone long enough for such a call to take place). Clearly, Robert Scores and Bobby's Towing and Recovery, LLC, were "cruising" the parking lot, looking for any excuse to tow a vehicle, in a predatory fashion. Further, assuming that I was illegally parked in a fire lane or otherwise, I arrived back at the car before the tow was even necessary, and the car had even been connected to the tow truck, and would have moved it before any need arose. Nevertheless, Robert Scores appeared to deliberately create a diversion, berating me and my cousin's husband, to distract me from driving away in my car, which I was free to do, and preventing the tow from taking place. He then charged me an exorbitant rate, for an unnecessary tow, with a \$65 "administration" fee that is just an apparent surcharge for no reason. He did not properly safeguard my vehicle, leaving the hazard lights on, draining my battery, and causing damage to my windshield which ultimately needed to be replaced. Exhibit "G" Affidavit of Indira Halladeen.

Now when I see a tow truck, I am worried that I will be subject to an unfair tow. This is not how it should be, in my opinion. Rather, it should be that people look to tow operators for assistance in times of need – when there is a car break down, after an accident – rather than as enforcers of private parking ordinances that are unfair, arbitrary and unjustly administered by a civilian such as Robert Scores, for his personal profit, and with no logical association to any legitimate interest in keeping roadways cleared or parking lots free for customers of various establishments. Exhibit "H", Affidavit of Junaid Iqbal.

12. In response to the occurrence such as these, the City of Poughkeepsie in 2020 enacted a towing ordinance that contains strong protections against predatory towing practices within the municipality. The preamble for this statute sets forth the impetus for its enactment as follows:

The City of Poughkeepsie Common Council has received numerous complaints asserting abusive business practices by persons engaged in the towing of vehicles from private property. Without limiting the generality of the preceding statement, the City of Poughkeepsie has received complaints asserting that vehicles are towed without proper notice or warning, that vehicles are towed notwithstanding the presence of owners or operators of vehicles who are willing and prepared to voluntarily remove the vehicles from the private property on which they are parked, that fees imposed for towing are excessive, that vehicles are towed to storage locations without identification of the storage location by the person undertaking the taking and that persons undertaking the towing have improperly demanded releases from liability as a condition of physically returning possession of the vehicle to the owner or operator of the vehicle. In response to

these numerous complaints, received over a long period of time, the City of Poughkeepsie desires to establish certain minimum standards for towing of vehicles from private property so that such towing may take place in a manner that is not abusive.

13. This ordinance, found in the Poughkeepsie City Code at Chapter 13, entitled Motor Vehicles and Traffic, Article XX, Towing of Vehicles from Private Property, Section 13-311, Towing of Vehicles Improperly Parked on Private Property (the “Towing Ordinance”), provides, in pertinent part:

(f) Except for tows authorized by the Police Department, it shall be unlawful for a towing company operator to tow a vehicle if the owner or operator of the vehicle appears at the scene prior to the vehicle being connected to any apparatus of the tow truck, requests the towing company operator not tow the vehicle and is willing and able to correct the condition warranting the tow. The towing company shall be entitled to a hook-up fee not to exceed \$25.00 if the vehicle is connected to any apparatus for towing, provided that the tow truck has not exited the premises and entered onto a public street.

(g) The registered owner or other person in control of a vehicle that has been towed pursuant to this section shall have the right to inspect the vehicle before accepting its return. No release or waiver of any kind which would release the person or company towing the vehicle from liability for damages may be required from any such owner or other person in control as a condition of release of the vehicle to such a person. No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle that has been towed shall be valid. A detailed, signed receipt showing the legal name of the person or company towing the vehicle and the date and time the vehicle was towed must be given to the person paying the towing and storage charges at the time of payment.

(h) When an owner of private property, his or her agent as authorized by this section causes a vehicle to be towed in violation of this article, there shall be no charge to the owner or other person in control of the vehicle for the cost of towing and storage. A person who has violated this article shall be liable to the owner or other person in control of the vehicle for any amounts actually paid for towing, transportation and storage of the vehicle, as well as for any damage resulting from the towing, transportation and storage of the vehicle.

(j) Every tow operator shall maintain a written schedule of all rates and charges for towing and storage and shall make such schedule available to any person requesting the same. The maximum charge for towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes. The maximum charge for the storage of towed motor vehicles shall be \$50 per day, or each part thereof, to commence after the vehicle has been impounded on the premises for a period of 24 hours. No additional charges, including clerical, administrative or service fees, may be charged by the licensee.

(l) An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner shall allow a waiting period of not less than 20 minutes between the arrival of a tow vehicle at the location from which a vehicle is to be towed and the physical actual connection of any apparatus to the vehicle to be towed for the purpose of commencing the towing. If the owner or other person in control of the vehicle arrives at the scene during this twenty-minute waiting period, such owner or person in control of the vehicle shall be allowed to drive the vehicle from the location without interference or charge.

(m) No person shall tow or cause to be towed a vehicle from private property from 9:00 p.m. each day until the following 5:00 a.m. Every tow operator shall make vehicles that have been towed available for redemption each day from 6:00 a.m. until the following 11:00 p.m.

(n) Notwithstanding the provisions of Section 13-311(m) above, a tow operator may tow vehicles between the hours of 9:00 p.m. and 5:00 a.m. if such tow operator has an employee on the premises where the tow operator maintains impounded vehicles to make vehicles available for redemption during those hours.

14. New York Vehicle and Traffic Law Section 129 states as follows: “Park or parking means the standing of a vehicle, whether occupied or not, **otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.** (emphasis supplied).

15. New York State General Business Law Section 399-v states:

2. Every parking facility shall display prominently a conspicuous notice stating the name, address and telephone number of the operator of the parking facility together with the name, address and telephone number of any individual or entity authorized to tow from such parking facility any motor vehicle or the name, address and telephone number of any individual or entity authorized to place a device designed to immobilize any motor vehicle in such parking facility. Such notice shall also state that unauthorized vehicles will be towed at the vehicle owner’s expense.

3. No owner or operator of a parking facility shall tow or authorize the towing of any motor vehicle or immobilize or authorize the immobilization of any motor vehicle in such parking facility unless such owner or operator displays a notice pursuant to subdivision two of this section.

FACTS

16. Robert Scores has been operating a tow truck since at least May 25, 2004, when, utilizing the name “Bobby’s Auto Repair & Collision, Inc.,” he filed articles of incorporation with the New York State Department of State (“DOS”). The agent for service of process of this entity was Bobby’s Auto Repair & Collision, Inc.” located at 248 Smith Street, Poughkeepsie, New York 12601, the location where Bobby’s Towing & Recovery, LLC is currently located.

17. On October 28, 2009, Bobby’s Auto Repair & Collision, Inc. was dissolved by proclamation or annulment of authority by the New York State Department of Taxation and Finance. See Exhibit “Q” hereto. According to the New York State Department of Taxation and Finance website, located at www.tax.ny.gov, using keyword TR-194.1, a corporate entity that has been delinquent for more than two consecutive years in filing tax returns or paying taxes or fees may be dissolved by the New York State Secretary of State by proclamation.

18. On January 6, 2009, Robert Scores filed a Certificate of Doing Business Under Assumed Name with the Dutchess County Clerk, assuming the name “Bobby’s Auto Repair.” This certificate was amended on October 14, 2021, to reflect the name change to “Bobby’s Towing and Recovery.” See Exhibit “ee” hereto

19. On February 28, 2019, Robert Scores created “Bobby’s Towing & Recovery, LLC” by filing articles of organization with the DOS. According to the DOS website, Robert Scores is the agent of service for this limited liability corporation; however, the LLC is delinquent in filing its biennial statement by over a year. See Exhibit “R” hereto.

20. Apparently, Robert Scores also operates a towing company using the d/b/a “Bobby’s

Collision,” as evidenced by signs posted at various locations in the City and Town of Poughkeepsie, including at the Canterbury Garden Apartments, Manchester Garden Apartments, 140 Union Street and 29 Jefferson Street. See Ex. “S” hereto, photos of towing signs.

21. Respondent currently resides at 106 Reilly Road, LaGrangeville, New York 12540.

22. Respondent Scores has at all times been actively involved in the day-to-day direction and management of Bobby’s Auto Repair and Collision, Inc., Bobby’s Towing and Recovery, LLC and Bobby’s Collision (collectively, the “Towing Entities”) and has personally participated in and has personal knowledge of all the acts alleged herein.

23. Beginning as far back as 2013, the OAG Poughkeepsie Regional Office began receiving consumer complaints about Respondents’ deceptive business practices, including, among others: patrolling for illegally parked vehicles; towing vehicles when the owner was present and willing to move the vehicle; falsifying tow tickets as to the justification, cost and time of the tow; towing vehicles that are legally parked and shifting the burden of proving the justification for the tow onto the vehicle owners; not making the vehicles available for redemption and charging excessive storage fees; refusing to take credit cards; engaging in rude, even racist behavior, physical assault and aggression; repeatedly violating multiple provisions of the Poughkeepsie Towing Ordinance, etc.

24. Petitioner asks this Court to permanently enjoin Respondent from engaging in deceptive, illegal and fraudulent activities and from engaging in the towing business, including operation of a towing company, driving a tow vehicle, entering into contracts with private property owners for the towing of parked cars, to order restitution to aggrieved consumers, to order disgorgement of profits obtained in violation of the City of Poughkeepsie Towing Ordinance and to assess penalties and costs provided by statute to be paid by the State of New York.

REPEATED DECEPTIVE AND ILLEGAL PRACTICES

25. Respondent repeatedly and persistently patrols for illegally parked vehicles and tows these vehicles even if the operator/owner is present at the scene before the vehicle is attached to any towing apparatus, requesting Respondent not to tow the vehicle and ready and able to correct the condition warranting the tow. Often, these vehicles are not “parked” at all, but merely stopped and standing to unload merchandise or passengers. See, e.g. NYS VTL Section 129. The sworn statements by the following vehicle owners/ drivers make clear Respondents’ repeated violations of the City of Poughkeepsie ordinance, GBL § 349, and NYS VTL § 129:

I was in my apartment for six minutes in total. I am aware of this exact time period because I have a “Ring” camera on my front door and app on my phone that recorded my entry and exit as I used the facilities in my apartment, which I reviewed after the below incident occurred. I entered my apartment at 14:42:13 and exited at 14:48:29... When I returned to the lot, I witnessed Robert Scores of Bobby’s Towing starting to hook my car up to his tow truck! I began to run toward the car, calling out that I was present and would move the vehicle, but he didn’t listen to me; instead, he called me a “bitch,” and told me to get the “fuck” out of his way, and even laid his hands on me and pushed me! Robert Scores must’ve been watching from either Cannon Street or on S. Hamilton St. to get there as quickly as he did, in essence, prowling the lot for a tow. When I went upstairs, he was nowhere to be seen...and then after six minutes, I came downstairs and Iman’s car was already hooked up to his truck. Robert Scores towed the car away with my purse, my coat (it was February and bitterly cold out) as well as my groceries. I didn’t have time to ask him for my purse in the car because he literally took off with the car. He didn’t give me a card as to where the car would be or any other explanation or paperwork, he just got in his truck and left after he shoved me out of the way. In the middle of me briefly pleading with him, he also called me a B****. See Exhibit “J” Affidavit of Ebonee Nash.

Sure enough, Robert Scores was backing his tow truck up to my car, but had not hooked the car up to the tow truck yet. I ran up to him, breathless, indicating I was there, I would move the car, and I begged him to please not take my car. He barked at me that I shouldn’t have been parked there. I said management said I could park here, please don’t take my car, I have to pick up my son soon. Robert Scores retorted that it was not his problem and turned to hook up my car to the truck. I can’t stress enough that the vehicle was not hooked up to the tow truck when I arrived... Then the other officer came over and told me that Robert Scores was demanding \$400 not to file criminal charges against me for taking my own car back. Otherwise, the officer said, Robert Scores wanted them to take me to jail. This was blatant extortion and I refused, but also, I didn’t have \$400 to pay him. After this went on for a while my sister pulled \$150 out of her purse and offered it to Robert Scores, to which I added the \$100 I had left after paying rent. The police gave this money to Robert Scores who asked how much it was; I indicated whatever it was that was all he was getting. He took the money and he and the police

left. I was never given a tow ticket or receipt for this money, which was basically blackmail money. See Exhibit "B", Affidavit of Ryan Brooks.

Right before 9:00am, I parked my car at that location to run upstairs and change my clothes and go back to work. The car was still open and running. I returned at 9:07 am to retrieve my car when I came into contact with employees of Bobby's Towing attempting to tow my car. There was a tow truck driver and Bobby present. I found my car being hooked onto the tow truck. I tried to speak with the driver and Bobby, who both would not speak to me. I asked them what they were doing and where they were going. I tried to explain that I was just running upstairs and coming back down. All they responded was, "I can't do anything." They were very hostile and disrespectful. They did not want to hear what I had to say or negotiate. I asked for the car to be removed from the truck and asked where my car was being towed. I got no answer, except for instructions to find the phone number and address of the tow company on the sign outside of the apartment complex. I offered to pay money to have the car removed from the truck at Manchester Gardens, as I could not afford to have my car be towed to an undisclosed location and had no other way to pick it up from wherever Bobby was to take it. I had to get to work. While I had left my vehicle standing in a location that had a sign stating there was no parking after 9:00am, the driver and Bobby could have listened to my situation, as I was not really parked. I understand that I was in a "no parking" zone, but was not even 10 minutes after 9:00am and, since I was present, and willing to move my car, they had not justification to hook my car up to their tow truck. Once I offered to move my car, the issue was resolved, and I even offered to pay them to release my vehicle, which they had no right to tow in the first place, since I was "standing" and not parked. See Exhibit "F" Affidavit of Gus Emsies.

On March 16, 2019, which was a Saturday, I stopped by my cousin's apartment at Manchester Gardens on Rhobella Drive in Poughkeepsie to drop off a baby shower gift. Another of my cousins was having a baby shower that evening which I could not attend as I had to work. This was probably around noon as I had work later that day. I was only stopping in for a moment, so I parked my 2011 Toyota Corolla in front of the apartment building, put my hazard lights on, and literally ran up to my cousin's apartment with the gift. I could not have been gone more than five minutes.

When I returned to my car, a Bobby's Towing and Recovery, LLC truck was pulled up in front of my vehicle. My car was not yet hooked up to the tow truck at that point because there hadn't been time. I ran over exclaiming that I was there, would move the car and Robert Scores, the owner, came at me from around the vehicle, yelling and cursing, berating me for parking my car in the "fire lane" (there were no markings of any kind to that effect). While he berated me, I was shaking and fearful, and his employee, a tall skinny male, proceeded to hook my car up to the tow truck. I cannot stress enough that when I arrived, my car was not yet connected to the truck.

At this point, Robert Scores was being so loud and abusive, and I was sobbing in fear, that my cousin's husband, Marcin Lizewski, came out to intervene. Robert Scores next turned his abuse on to Mr. Lizewski. Scores then indicated, after going back and forth with Mr. Lizewski, that he was going to "give me a break" but since my cousin's husband came out, "it is going up." He also indicated "I would have dropped it for you but since he came outside I'm taking it."

At that, Robert Scores and his employee left the scene, with my car in tow.

Exhibit "G", Affidavit of Indira Halladeen.

On November 4, 2020, I was operating my 2015 Gray Honda Civic, for which I am the registered owner. I am a front line worker and work nights. This was during the height of the COVID 19 pandemic and on that morning, I stopped by the office at Canterbury Gardens to pay my rent. I briefly parked my car out in front of the office while I ran in to drop off the check, as I had been working all night and was exhausted. I was in the office for no more than 5 minutes in total.

When I walked out the door of the complex office, I witnessed Robert Scores of Bobby's Towing driving away with my car hooked up to his tow truck! I was flabbergasted – I had only been gone a few minutes! I called the office and asked the staff if they had called to have my car towed. They indicated they had not and expressed surprise – they had not heard the tow truck and stated they usually did. This is how stealthily Robert Scores towed my car; clearly trying to hook it up and leave before I realized what was happening, and with no specific authorization from the office staff by their express admission. I believe he saw me park and walk into the office, otherwise he could not have accomplished a tow that quickly, and he deliberately did it with stealth.

I walked to the end of the complex (I had been working all night and was tired but had no choice as I need my car to get back and forth to work), found the towing sign with the phone number, and called. I spoke with Robert Scores, who indicated he was taking my car to the police station and then back to his impound lot at 248 Smith Street in the City of Poughkeepsie. I protested that I had only been in the office a few minutes when he towed it, and he called me a liar, stating that my car was “cold,” and I must have been visiting someone. This is ludicrous, I live in the complex – a complete fabrication of a towing justification on his part.

I told him I was a front line worker and he said he was also a front line worker, expressing little sympathy for my predicament. He said it would cost me \$300 to redeem my car. I encouraged him to call the office and ask them how long I had been in there, that it wasn't that long and the tow wasn't justified. He then said he would call me back and terminated the call.

I waited at the front of the complex until he called me back, at which time he told me it was going to cost me \$250 to redeem my car, and that if stayed at his shop for longer it would cost more. I was pleading with him to no avail, he gave me the address of the shop and hung up.

I then called a relative to pick me up and went to the tow shop to pick up my car. I paid the \$250 in cash that he demanded because I needed my car. After I paid the \$250, I received the attached tow ticket, which is Exhibit “1” to this affidavit. Although I did not realize it at the time, AAG Cheryl Lee pointed out to me that Robert Scores indicated on the ticket that the justification for the tow was “jump, possible tow to shop” and not for an illegally parked vehicle (which was not the case in any event, because I was just running into the office to drop off my rent check). This is categorically untrue and a falsified business document. I did not contact Bobby's Towing and Recovery, LLC and neither did the office at Canterbury Gardens. See Exhibit “A”, Affidavit of Ophelia Blanchard.

26. Respondent repeatedly and persistently falsifies tow tickets he provides to the consumers, with regard to the justification for the tow and the cost of the tow. Specifically, in a blatant attempt to evade the City of Poughkeepsie Towing Ordinance and other restrictions, Respondent falsifies the justification for the tow in the “comments” section of the tow ticket, indicating

“jump, possible tow” or “dead battery” when the actual alleged justification for the tow was that the vehicle was illegally parked. This obfuscates Respondent’s obligation to comply with the Towing Ordinance, and is not, as he tries to frame it, an attempt to give the consumer “a break.”

At approximately noon on [11/4/2020] I received a phone call from the Town of Poughkeepsie Police Department, informing me that Robert Scores of Bobby’s Towing and Recovery had reported towing my vehicle. I had no idea that I was not permitted to park in that location, since I had just moved there, and the signage was not that clear. I thanked the police for informing me about the tow, contacted a friend to give me a ride and went to Bobby’s Towing and Recovery’s location at 248 Smith Street in the City of Poughkeepsie. When I arrived, I was told by Robert Scores that he only took cash and would not accept a credit card. I went to the bank and took out the cost of the tow, \$324.00. I told Robert Scores that I worked nights, that I didn’t know about the no parking after 9 a.m. restriction and that I worked in the hospital. He pretended that he was “giving me a break,” and wrote on the tow ticket “jump pos tow to shop,” instructing me to give the tow ticket to my insurance company and they would reimburse my towing costs. To be clear I NEVER called Bobby’s Towing and Recovery to jump start my car. This is a falsified business document. This was a tow for alleged illegal parking; I was asleep so I have no idea what time he actually towed my car and the tow ticket does not have a time on it. I paid the \$324.00 in cash and obtained my car back...

After this tow, I set an alarm on my phone to move my car around 9 a.m. going forward. However, on August 31, 2021, I overslept, and when I ran down to move my car, I saw that it was gone. This time, I didn’t wait for the police to call; instead, I called an Uber, and together with my 4 year old, stopped at the bank to get cash along the way, before heading in to Bobby’s Towing and Recovery. Robert Scores wasn’t there this time, but I spoke to a woman behind the counter, and said to her, wow, you are taking cars earlier and earlier now. I was down to move my car very near the 9 a.m. cut off, and had parked it there at 1:30 a.m. She said yes, that the management called and let them know a few cars were illegally parked. As with the last tow ticket, the comments section indicates “dead battery,” as if the tow company had been called to jump start my car. I never called Bobby’s Towing and Recovery to come and jumpstart my car. I was towed for alleged illegal parking. This was a falsified document. See Exhibit “B” Affidavit of Ryan Brooks.

Once inside the shop, I was told by Robert Scores himself and in my father’s presence that if I wanted, he could indicate on the tow ticket that the tow was for a “jump, possible tow” instead of for a parking violation, and in that way, I could submit the bill to my insurance company and get reimbursed for a roadside assistance call. I was aghast that he would suggest such a thing! He essentially advised me to commit insurance fraud. He told me the cost of the tow and that he only accepted cash...My father took me to the ATM where I withdrew \$200. When I returned with the money the next day, Robert Scores was gone, but another employee, an older white male, explained again how to commit the insurance fraud – to call the insurance company, tell them you needed a tow because you ran out of gas or had a flat tire, and that you had called Bobby’s Towing and Recovery for help. Needless to say, I had no intention of doing any such thing, and did not.... After paying for the tow, I was provided with the attached tow ticket...I note primarily that instead of indicating he towed my car for being parked in the “fire lane,” Robert Scores indicated on the ticket, under the “comments” section, “jump, pos. tow to

shop” in furtherance of his suggestion that I commit insurance fraud. See Exhibit “J” Affidavit of Ebonee Nash.

In order to get my car out of private impound at Bobby’s Towing, I was required to pay \$313.56, in cash. Before paying this amount, however, Robert Scores encouraged me, in the presence of my father, to contact my insurance company and claim I had been involved in an accident, and that Bobby’s Towing and Recovery, LLC had responded to the scene of the accident, so that my insurance company would absorb a portion of the cost of the tow. I declined to commit insurance fraud, which is a crime, as Robert Scores suggested. See Exhibit “G” Affidavit of Indira Halladeen.

Robert Scores also asked me if I had AAA, and told me that if I didn’t want to pay the whole towing cost, I should call AAA and tell them I had mechanical problems with the vehicle so that they would pay for a part of the tow. I didn’t have AAA and would not have engaged in this type of fraud in any event. See Exhibit “D”, Affidavit of Greg Taylor.

My father and I traveled to 248 Smith Street, also in the City of Poughkeepsie, the location of Bobby’s Towing and Recovery, in an attempt to redeem our vehicle. While there, Robert Scores was extremely rude and aggressive toward my father, which was alarming to me, not just because it was disrespectful, but also because my father had suffered a heart attack not long before this incident. When my father tried to explain to Mr. Scores that we had parked in the lot by prearrangement so that we could attend our religious services, Mr. Scores interrupted him, cursing, “Didn’t you read the fucking sign?” Robert Scores demanded \$500 immediately to release the vehicle. Specifically, he stated “Give me my money right now and go do what you have to do with your little turban community.”

All the while that Scores was cursing at my father, and demanding this exorbitant amount of money to release our vehicle, which we had permission to park in that location, Scores had a large dog barking aggressively at us. The entire situation was stressful and coercive, insulting and racist in the extreme. My father nevertheless had no choice but to pay Mr. Scores the \$500 so that we could receive our car back.

AAG Cheryl J. Lee has provided me with a copy of the Tow Ticket associated with the January 25, 2019 incident...Although my father was forced to pay \$500 by Robert Scores, the Tow Ticket does not reflect this charge! Rather, according to the attached ticket, the charge was \$150 for a “wrecker fee,” \$75.00 for “winching,” and tax of \$18.28, for a total of \$243.28. See Exhibit “H”, Affidavit of Junaid Iqbal.

27. Additionally, by way of background, a consumer named Nell Mallen filed a complaint with the OAG in 2016, in which she alleges, *inter alia*, that on September 29, 2016, her car was wrongfully towed from the Rip Van Winkle Housing Complex parking lot in the City of Poughkeepsie. When she redeemed her vehicle at 4 p.m. that day, she was charged \$211, but also told “I could submit the bill and I would be reimbursed by AAA.” This bill was written up for a “jumpstart possible tow.” The tow ticket is attached hereto as Exhibit “T”. According to

the consumer, “this is not so, my car was towed and in a predatory manner.” In response to the contemporaneous OAG inquiry, Mr. Scores submitted the attached letter to the OAG, Exhibit

“U. He indicates therein that

The vehicle was parked in the residential parking area, without a residential permit with Rip Van Winkle... We did ask the customer if they had roadside assistance, the gentleman said he had AAA. He was informed AAA will sometimes reimburse it's customer depending on the type of tow...”

28. Respondent repeatedly and persistently fails to safeguard the vehicles he tows, causing damage to the vehicles.

My father and I went to the lot and were told to wait for Robert Scores to return. We waited for hours; I could see my car parked in the impound area with the hazards still on... Shortly after recovering my car from Bobby's Towing and Recovery, LLC, I noticed a nick in my windshield that had not been there before the tow. At first I ignored it but over the next month, the nick became a crack which became a spider web of cracks such that the entire windshield needed to be replaced by Safelight on April 22, 2019. Thankfully, my insurance carrier, Geico, covered this expense, but it was nonetheless an unnecessary cost and inconvenience. Exhibit “G”, Affidavit of Indira Halladeen.

Bobby had the keys to my car as well, and my car suffered damage while in his possession and custody. The bumper was pulled off of my car as a result of Bobby's Towing hooking up my car to the truck. I am fortunately a handyman and was able to fix it myself, but I don't expect my vehicle to be damaged by an unjustified tow. Exhibit “F”, Affidavit of Gus Emsies.

29. Respondent repeatedly and persistently engages in rude, disrespectful and even racist behavior; he acts in a physically aggressive and threatening manner toward consumers, at his shop or toward those who arrive on scene. Often, the owner/driver arrives before the car is even hooked up to the tow truck, and Respondent acts in this manner in a blatant attempt to discourage them from asserting their absolute right to move their vehicle, which is a deceptive business practice.

On March 16, 2019, which was a Saturday, I stopped by my cousin's apartment at Manchester Gardens on Rhobella Drive in Poughkeepsie to drop off a baby shower gift. Another of my cousins was having a baby shower that evening which I could not attend as I had to work. This was probably around noon as I had work later that day. I was only

stopping in for a moment, so I parked my 2011 Toyota Corolla in front of the apartment building, put my hazard lights on, and literally ran up to my cousin's apartment with the gift. I could not have been gone more than five minutes.

When I returned to my car, a Bobby's Towing and Recovery, LLC truck was pulled up in front of my vehicle. My car was not yet hooked up to the tow truck at that point because there hadn't been time. I ran over exclaiming that I was there, would move the car and Robert Scores, the owner, came at me from around the vehicle, yelling and cursing, berating me for parking my car in the "fire lane" (there were no markings of any kind to that effect). While he berated me, I was shaking and fearful, and his employee, a tall skinny male, proceeded to hook my car up to the tow truck. I cannot stress enough that when I arrived, my car was not yet connected to the truck.

At this point, Robert Scores was being so loud and abusive, and I was sobbing in fear, that my cousin's husband, Marcin Lizewski, came out to intervene. Robert Scores next turned his abuse on to Mr. Lizewski. Scores then indicated, after going back and forth with Mr. Lizewski, that he was going to "give me a break" but since my cousin's husband came out, "it is going up." He also indicated "I would have dropped it for you but since he came outside I'm taking it."

This is particularly so since there was no good cause for Robert Scores to tow my vehicle. I was not blocking any traffic, and no one from the apartment complex could have possibly called him to take my vehicle (I was not gone for it long enough for such a call to take place). Clearly, Robert Scores and Bobby's Towing and Recovery, LLC, were "cruising" the parking lot, looking for any excuse to tow a vehicle, in a predatory fashion. Further, assuming that I was illegally parked in a fire lane or otherwise, I arrived back at the car before the tow was even necessary, and the car had even been connected to the tow truck, and would have moved it before any need arose. Nevertheless, Robert Scores appeared to deliberately create a diversion, berating me and my cousin's husband, to distract me from driving away in my car, which I was free to do, and preventing the tow from taking place. He then charged me an exorbitant rate, for an unnecessary tow, with a \$65 "administration" fee that is just an apparent surcharge for no reason. Exhibit "G" Affidavit of Indira Halladeen.

Right before 9:00am, I parked my car at that location to run upstairs and change my clothes and go back to work. The car was still open and running. I returned at 9:07am to retrieve my car when I came into contact with employees of Bobby's Towing attempting to tow my car. There was a tow truck driver and Bobby present.

I found my car being hooked onto the tow truck. I tried to speak with the driver and Bobby, who both would not speak to me. I asked them what they were doing and where they were going. I tried to explain that I was just running upstairs and coming back down. All they responded was, "I can't do anything." They were very hostile and disrespectful. They did not want to hear what I had to say or negotiate. I asked for the car to be removed from the truck and asked where my car was being towed. I got no answer, except for instructions to find the phone number and address of the tow company on the sign outside of the apartment complex. I offered to pay money to have the car removed from the truck at Manchester Gardens, as I could not afford to have my car be towed to an undisclosed location and had no other way to pick it up from wherever Bobby was to take it. I had to get to work.

While I had left my vehicle standing in a location that had a sign stating there was no parking after 9:00am, the driver and Bobby could have listened to my situation, as I was not really parked. I understand that I was in a "no parking" zone, but was not even 10 minutes after 9:00am and, since I was present, and willing to move my car, they had not justification to hook my car up to their tow truck. Once I offered to move my car, the

issue was resolved, and I even offered to pay them to release my vehicle, which they had no right to tow in the first place, since I was “standing” and not parked. Further, they were very disrespectful and neglected to help me in any way. I spent hours trying to find a way to get to my car, lost a whole day of work, and spent over \$300.00. Exhibit “F” Affidavit of Gus Emsies.

My father and I traveled to 248 Smith Street, also in the City of Poughkeepsie, the location of Bobby’s Towing and Recovery, in an attempt to redeem our vehicle. While there, Robert Scores was extremely rude and aggressive toward my father, which was alarming to me, not just because it was disrespectful, but also because my father had suffered a heart attack not long before this incident. When my father tried to explain to Mr. Scores that we had parked in the lot by prearrangement so that we could attend our religious services, Mr. Scores interrupted him, cursing, “Didn’t you read the fucking sign?” Robert Scores demanded \$500 immediately to release the vehicle. Specifically, he stated “Give me my money right now and go do what you have to do with your little turban community.”

All the while that Scores was cursing at my father, and demanding this exorbitant amount of money to release our vehicle, which we had permission to park in that location, Scores had a large dog barking aggressively at us. The entire situation was stressful and coercive, insulting and racist in the extreme. My father nevertheless had no choice but to pay Mr. Scores the \$500 so that we could receive our car back. Exhibit “H” Affidavit of Junaid Iqbal.

When I returned to the lot, I witnessed Robert Scores of Bobby’s Towing starting to hook my car up to his tow truck! I began to run toward the car, calling out that I was present and would move the vehicle, but he didn’t listen to me; instead, he called me a “bitch,” and told me to get the “fuck” out of his way, and even laid his hands on me and pushed me! Robert Scores must’ve been watching from either Cannon Street or on S. Hamilton St. to get there as quickly as he did, in essence, prowling the lot for a tow. When I went upstairs, he was nowhere to be seen...and then after six minutes, I came downstairs and Iman’s car was already hooked up to his truck.

Robert Scores towed the car away with my purse, my coat (it was February and bitterly cold out) as well as my groceries. I didn’t have time to ask him for my purse in the car because he literally took off with the car. He didn’t give me a card as to where the car would be or any other explanation or paperwork, he just got in his truck and left after he shoved me out of the way. In the middle of me briefly pleading with him, he also called me a B****. Exhibit “J, Affidavit of Ebonee Nash.

Thereafter, in late December of 2021 or early January of 2022, I am unsure of the exact date, but I know it was around that time because I had just paid my rent, I had another run in with Robert Scores. On that date, I came home from work as usual around 1:30 a.m. and found a spot in the back lot. When I moved into the complex, management told me that parking after 9 a.m. was permitted in that location, as long as I didn’t block the dumpster. In any event, around 10 a.m. I heard the tow truck backing up and woke up in a panic. I had just paid my rent, so it must have been around the first of the month, and did not have any extra cash to pay for a tow charge; additionally, I need my car to get to work, and if I lost my car, I would lose my job potentially. I dressed quickly and ran, barefoot, down to parking lot.

Sure enough, Robert Scores was backing his tow truck up to my car, but had not hooked the car up to the tow truck yet. I ran up to him, breathless, indicating I was there, I would move the car, and I begged him to please not take my car. He barked at me that I

shouldn't have been parked there. I said management said I could park here, please don't take my car, I have to pick up my son soon. Robert Scores retorted that it was not his problem and turned to hook up my car to the truck. I can't stress enough that the vehicle was not hooked up to the tow truck when I arrived.

I was so panicked he would take my car, and I had no money to redeem it, that I ran into my apartment, grabbed my keys and my cell phone and what little money I had, and ran back out. By this time, the car was up on the hook, but Robert Scores had not yet booted it. I begged him again at this point, told him I had just paid my rent, I don't have the money for this! He retorted "I'm tired of people like you, I have a mortgage too." We went back and forth for a while, with me begging and saying, have a heart, and him retorting he didn't care. Eventually, he turned to retrieve the boot to immobilize my car. I made a split second decision and I jumped in my car and drove it off the truck. I pulled it up ahead and parked it, locking myself inside.

Robert Scores began to act violently, banging on the hood of my car, using the "f" word, threatening to "kick my *ss," telling me to get out of the car, shouting that I had stolen my own car from him, that it belonged to him now. His behavior was completely unhinged. At this point I steeled myself, because it seemed that he was going to attack me as I exited my car. I did get out and he immediately got into my face, shouting that if I didn't put my car back on his truck, he would "kick my *ss" and other threats of physical violence.

I indicated that I wasn't afraid of him, and Robert Scores tried to provoke me into being the initial aggressor, standing in my face (he is very short of stature so not quite up to my level but as close as he could get), telling me to take my shot, to hit him, but I did not get physical, instead I said I was not afraid of him and he was not taking my car. This went on for some time, with Scores violating my personal space, cursing, and generally out of control physically and emotionally. It was unnerving. Exhibit "B", Affidavit of Ryan Brooks

30. Respondent repeatedly and persistently tows vehicles without justification, and even in circumstances where the vehicle owner/driver have proven their right to park in the lot at issue, refuses to release their vehicles without payment.

On January 28, 2019, at approximately 10 a.m., I parked my 2017 Nissan Altima at 120 Cannon Street in Poughkeepsie, New York. The registered owner of this vehicle is Nancy Anne Stokes, who is my mother.

I was visiting a friend who lived at those premises. My friend provided me with a guest parking pass to park in the resident lot, and I placed that pass on the dashboard of my car, next to the inspection and registration stickers. I returned to the car at about 5 p.m. and it was still parked in that location. I then went to my friend's apartment and had dinner. When I returned to my car around 10 p.m. that evening, the car was gone! I noticed a tow sign in the lot but didn't think my car had been towed as I had a guest parking pass to park in the lot. The price on the sign indicated that the cost of a tow would be \$85.00. I called my mother, very upset. She instructed me to call the number on the tow sign to find out if they had my car. I don't remember if I called the police and they referred me to Bobby's Towing, or if I called the number on the sign, but I did eventually call Bobby's Towing and spoke to a woman who answered the phone. Initially, the woman on the line couldn't confirm whether or not the car had been towed by Bobby's Towing,

but after approximately 30 minutes, they were able to locate my car and confirm that it was in their possession. The woman rudely told me that I would have to pick up the car the next day, after 9 a.m., as they did not have anyone available to release it until after 9 a.m. the next morning. She then abruptly disconnected the call. I called her back and we argued about the pickup time. Finally, she conceded that if we drove to the garage, she would have someone meet us there.

My mother, Nancy Ann Stokes, drove to Poughkeepsie, picked me up and we went to the Bobby's Towing lot together. I could see my car stored behind a fenced in area; however, there was no one there and it was dark, and late. We waited for almost an hour, and then called the City of Poughkeepsie Police Department, who arrived and waited with us. We called the police because it was dark and isolated in that area, and we felt unsafe waiting.

When the police arrived, I called the dispatcher for Bobby's Towing and told her we were waiting with the police for the car to be released. Soon after that, Robert Scores arrived in a tow truck. Robert Scores was very nasty, demanding cash. My mother paid for the tow and we left. The total amount of the tow was \$243.28 cents. Attached hereto as Exhibit "1" is a copy of the tow ticket, which shows the breakdown of the cost of the tow as follows:

- a. Wrecker fee: \$150.00
- b. Winching: \$ 75.00
- c. Tax: \$ 18.28
- d. Total: \$ 243.28

I thought this was too much money, since the sign at the location indicated that the tow would only cost \$85.00. Additionally, I noticed that the tow ticket set forth the justification for the tow as "no permit," however, I DID have a permit, a visitor's permit, which my friend had provided me with and which was placed on the dashboard of my vehicle in plain sight, next to my inspection and registration stickers. Furthermore, the tow ticket indicated that the car was towed at 3:30 p.m.; this was not the case, as I was at the car at 5:00 p.m. and it was still in the lot. See Exhibit "N", Affidavit of Andrea Stokes.

The undersigned is a stroke victim and the holder of a handicap sticker that allows me to park in designated spaces for persons within disabilities. See Exhibit "1" hereto. For several months in 2019, including March, I was staying with my mother, who has Alzheimer's disease, to assist with her day to day care, as she was ill. At that time, my mother lived in the Rip Van Winkle Apartments in the City of Poughkeepsie, New York. During this time period, I spoke with the management office at the Rip Van Winkle Apartments and explained my disability, made them aware that I possessed a handicap parking sticker and that I would be staying with my mother temporarily. The office staff indicated that I was permitted to park in the handicap spot during my stay, without a permit.

Nevertheless, on three separate occasions, Robert Scores as owner and operator of Bobby's Towing and Recovery, LLC towed my cars three (3) times, despite knowing that I had permission to park in that spot and possessed a handicap sticker. I recall that I expended approximately \$750 to redeem my vehicles over the course of that time period.

On one specific occasion, March 6, 2019, my 2007 Suzuki SDSD was parked in the designated handicapped space at the Rip Van Winkles Apartments and towed by Robert Scores at 1:45 p.m. I was the registered owner of this vehicle at that time. Attached hereto as Exhibit "2" is a copy of the Tow Ticket related to this tow.

I went to Bobby's Towing and Recovery, LLC at 248 Smith Street and pointed out to him I had a sticker and permission to park from the complex office. Robert Scores still charged me a wrecker

fee of \$125.00, as well as \$100 for storage. I was also charged \$10.16 for tax. My car was thereafter towed two more times; it appears that Robert Scores was LOOKING for my car to tow it.

In order to get my car out of private impound at Bobby's Towing, I was required to pay \$235.16. I am informed by AAG Cheryl Lee that the City of Poughkeepsie has a Towing Ordinance that limits the cost of each tow to \$85.00, plus applicable taxes. As I indicated above, I was towed two more times; I paid approximately \$750 in total for all tows. Pursuant to the City of Poughkeepsie's Tow Ordinance, the total amount Robert Scores and Bobby's Towing and Recovery, LLC were permitted to charge me for all tows was \$255.00. In addition, my car was legally and permissibly parked. See Exhibit "K" Affidavit of Anthony Pettway.

31. Respondent repeatedly and persistently preys upon tenants of a housing complex located in the Town of Poughkeepsie, Manchester Gardens, as well as the adjacent complex known as Canterbury Gardens, which, due to their locations outside of the City of Poughkeepsie, are not protected by the City of Poughkeepsie Towing Ordinance. At these apartment complexes, Respondent Scores patrols for vehicles, towing vehicles that are merely standing and not parked, in violation of VTL Section § 129. Respondent also appears to target certain vehicles and vehicle owners repeatedly, towing these vehicles multiple times, and without justification when the vehicle owner is present. Attached hereto as Exhibits "V-X" are photos of Bobby's Towing and Recovery, LLC engaged in such behavior at Manchester Gardens, located on Rhobella Drive in the Town of Poughkeepsie, New York, Exhibit "V" is a photo of Robert Scores loading a vehicle onto a flatbed tow truck as the owner stands by asking for its release; Exhibit "W" is a photo of two Bobby's Towing and Recovery LLC towing two vehicles simultaneously (notably in neither photo can no parking signs be seen); and finally, Exhibit "X" a photo of a Bobby's Towing and Recovery LLC vehicle "lying in wait" for unsuspecting tenants.

32. On December 9, 2021, the OAG conducted a subpoena hearing pursuant to Executive Law § 63(12) of the property manager of Canterbury Gardens and Manchester Gardens, Boris Yam. Note that both properties are located in the Town of Poughkeepsie. Attached hereto as

Exhibit “Y” is a copy of the transcript of that examination (hereafter “Yam Tr., p 1). During his testimony, Mr. Yam indicated the following:

- a. Manchester Gardens’ representative Mr. Yam does not currently know 1) how many parking spots are available for tenants at the complex and 2) how many vehicles are currently authorized to be parked on the premises; thus, he was unable to confirm if there are enough parking spots to accommodate all the vehicles that tenants residing at the apartment complexes are authorized to have, having not done a count of spots and/or vehicles in the past three years (Yam Tr. p. 13, l. 11-14; p. 14, l. 7-19);
- b. A primary reason for the parking restrictions along Rhobella Drive, specifically restricting tenants parking along this one-way through street between 5 p.m. and 9 a.m., is to enhance ‘curb appeal,’ and not merely to ensure the flow of traffic (Yam Tr. p. 21, 15-7, p. 23-24, l. 25, 2; p. 71 l. 7-10);
- c. Boris Yam, was the sole determining person who hired Bobby’s Towing and Recovery, LLC to exclusively tow from Manchester Gardens, yet he contracted with Respondent without interviewing Robert Scores, without checking references or even doing an internet search to determine if there were any complaints against this towing provider (Yam Tr. p. 26, l. 11-21);
- d. That the signs posted at Manchester Gardens providing Respondents contact information and setting forth that Respondents would be towing in the complex were provided by Respondents to the complex (Yam Tr. p. 28, l. 3-6);
- e. That he, Boris Yam, and the employees of Manchester Gardens, do not call Bobby’s Towing and Recovery or Robert Scores to tow vehicles, rather

Respondents just “patrol” Manchester Gardens, and that Robert Scores is not on call, that he, Boris Yam, signed an agreement with Robert Scores and Bobby’s Towing and Recovery, LLC therefore “patrols” the area (Yam Tr. p. 30, l. 8-13; p. 31, l. 17-23);

- f. That pursuant to his understanding of the contract with Bobby’s Towing and Recovery, LLC, it was impermissible to tow a person who has left their car running or with hazards on to carry in groceries or drop something off, but that Robert Scores is “patrolling” and he, Yam, is “not involved in this business at all” (Yam Tr. p. 33-34, l. 24-25, l. 2-4, l. 9-11);
- g. That there was no justification in the Manchester Gardens lease nor any notice (i.e., clear signage) to inform the tenants regarding several locations where Bobby’s Towing and Recovery had been contracted to tow vehicles from (Yam Tr. p. 44, l. 6-9);
- h. Despite there being no notice to tenants nor justification in the lease regarding certain tows, Boris Yam as representative of Manchester Gardens gave Bobby’s Towing and Recovery LLC “absolute power to tow vehicles of tenants of [the] complex” regardless of whether or not the tow of the vehicle was justified or authorized. According to Mr. Yam, there is nothing Manchester Gardens can do to protect their tenants’ rights with respect to these tows (Yam Tr. p. 53, l. 13-22; p. 56, l. 16-24);
- i. That Robert Scores drafted a towing services contract that gave Bobby’s Towing and Recovery “whatever authorization he needed to tow as many cars as he wanted” and that they abdicated all enforcement of parking regulations to

Respondent Scores, who is the person who served to profit most from predatory towing practices (Yam Tr. p. 63, l. 3-10); and

- j. That even if a tenant's vehicle is wrongfully towed by Bobby's Towing and Recovery, LLC, Manchester Gardens, under the contract that Boris Yam signed, has no recourse on behalf of their tenants to challenge the validity of the tow and does not assist tenants who are wrongfully towed to get their vehicles released (Yam Tr. p. 64, l. 2-12; p. 67, l. 11-15).

33. Manchester Gardens and Respondents entered into a towing services contract, copies of which are annexed hereto as Exhibit "Z," that the tenants are not privy to and have no notice of, that permits Respondent, a predatory towing company, to repeatedly and unfairly tow the residents of that complex without justification or recourse, and with no limitation on the cost of such tows. This contract was drafted by Respondent and in essence provides that Respondent can tow residents' vehicles with absolute impunity and there is no recourse for an unjustified tow. In fact, even in those circumstances where the tow is not justified, i.e., where a person runs in to change clothing or drop off a package, *see e.g.* Exhibit "G" Affidavit of Indira Halladeen and Exhibit "F" Affidavit of Gus Emsies, and where even the complex management acknowledges that towing is not justified, *see* Yam Tr. p. 33-34, there is absolutely no protection or recourse for wrongfully towed tenants to redeem their cars without cost. Manchester Gardens does not even call for the tows; rather, Respondents just tow at will.

34. The towing service contract drafted by Respondent is an unfair and deceptive business practice which adversely and profoundly impacts the tenants; they are not given notice of this contract or its provision upon taking up tenancy or otherwise. Curbside appeal is an insufficient

safety reason to give this Respondent carte blanche to seize vehicles for no valid reason and charge exorbitant towing fees and charges.

35. Furthermore, the towing signage at Manchester Gardens provided by Respondent does not comply with Section 399-v of the New York State General Business Law (the “Signage Law”), which provides, in pertinent part:

Every parking facility shall display prominently a conspicuous notice stating the name, address and telephone number of the operator of the parking facility together with the name, address and telephone number of any individual or entity authorized to tow from such parking facility any motor vehicle or the name, address and telephone number of any individual or entity authorized to place a device designed to immobilize any motor vehicle in such parking facility. Such notice shall also state that unauthorized vehicles will be towed at the vehicle owner’s expense.

36. As set forth above, the NYS Signage Law specifies eight (8) requirements which must be on parking lot sign: (1) the name of the operator of the parking facility; (2) the address of the operator of the parking facility; (3) the telephone number of the operator of the parking facility, (4) the name of the towing company, (5) the address of the towing company, (6) the telephone number of the towing company, (7) that unauthorized vehicles will be towed and (8) that unauthorized cars will be towed “at the vehicle owner’s expense.”

37. Attached hereto as Exhibits “aa”, “bb” and “cc” are photos of the three towing signs posted at Manchester Gardens.

38. Primarily, the name of the towing company set forth on the signs is incorrect. Respondent has been operating using multiple d/b/a since 2009; none of these are “Bobby’s Collision.” Furthermore, Respondent filed as an LLC with the DOS using the name Bobby’s Towing and Recovery, LLC in 2019. “Bobby’s Collision” is not the name of Respondent’s towing company.

39. Secondly, the name, address and phone number of the parking facility are not set forth on any of the signs. This information is critical for the owners/ drivers of the vehicles towed by Respondent, yet it remains conspicuously absent from many of Respondents' signs.

40. Finally, one of the signs does not contain the language "unauthorized vehicles will be towed at the vehicle owner's request."

41. Respondent repeatedly and persistently charges towing fees in excess of the \$85 permitted by the City of Poughkeepsie Towing Ordinance, and also charges administration and storage fees that are prohibited by City of Poughkeepsie Towing Ordinance, which went into effect on July 16, 2018. Respondent also repeatedly and persistently fails to wait the requisite 20-minute grace period established by the City of Poughkeepsie Towing Ordinance.

My father and I are Muslim, so we parked in the parking lot of Kennedy's Chicken located at 472 Main Street in the City of Poughkeepsie, New York at around 12:15 p.m. to pray at the Mosque nearby. I was aware of a sign in the vicinity of that parking area that stated that unauthorized parked cars would be towed by Bobby's Towing and Recovery; however, my father had an arrangement with the owner of Kennedy's Chicken permitting him to park in the lot on Fridays at our hour of prayer, so we were authorized to use the lot for this purpose.

At approximately 12:30 p.m. we returned to the lot located at 472 Main Street, in the City of Poughkeepsie, New York. We were not gone more than 15 minutes; however, when we returned, the Jeep was missing from the lot.

My father and I traveled to 248 Smith Street, also in the City of Poughkeepsie, the location of Bobby's Towing and Recovery, in an attempt to redeem our vehicle. While there, Robert Scores was extremely rude and aggressive toward my father, which was alarming to me, not just because it was disrespectful, but also because my father had suffered a heart attack not long before this incident. When my father tried to explain to Mr. Scores that we had parked in the lot by prearrangement so that we could attend our religious services, Mr. Scores interrupted him, cursing, "Didn't you read the fucking sign?" Robert Scores demanded \$500 immediately to release the vehicle...I am informed by Assistant Attorney General Cheryl Lee that the City of Poughkeepsie has a Towing Ordinance found in the City Code at Chapter 13, entitled Motor Vehicles and Traffic, Article XX, Towing of Vehicles from Private Property. Pursuant to that ordinance, at Section 13-311, Towing of Vehicles Improperly parked on private property, subsection (j), : "the maximum charge for towing of vehicles shall be \$60.00, plus a hook-up fee of \$25.00..." Thus, we were overcharged by \$415.00, as my father paid \$500, cash, and not \$243.28, as set forth in the Tow Ticket. Furthermore, pursuant to subsection (l) of the same section, provides "An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner shall

allow a waiting period of not less than 20 minutes between arrival of the tow vehicle at the location from which a vehicle is to be towed and the physical connection of an apparatus to the vehicle to be towed for the purpose of commencing the towing.”

This provision was not followed in this circumstances as we were not gone more than 15 minutes from the vehicle when we found it had been towed. Exhibit “H”, Affidavit of Junaid Iqbal.

I am an Associate Professor at Marist College and on January 22, 2019, some friends and I decided to go to El Azteca for lunch, which is located on Main Street in the City of Poughkeepsie. I drove my 2013 Hyundai Elantra to the restaurant. I am the registered owner of this vehicle. The streets were very slushy and wet and my friend had on a pair of shoes that were not appropriate for walking in the existing conditions, so I parked in a lot nearby the restaurant, which I now know is the Marshall & Sterling building... When I returned, I found my Elantra was missing. I looked around and noticed, for the first time, the permit parking only/towing sign. I called the number on the sign which was for Bobby’s Towing and Recovery, LLC. I spoke to an older woman who answered the phone and indicated that the cost to redeem the vehicle would be \$225.00 plus tax, and that they only accepted cash. I called another friend who came and picked me up, drove me to an ATM, where I withdrew the necessary cash. I went to 248 Smith Street in Poughkeepsie, paid the cash to the older woman I presume I spoke with, and retrieved my vehicle. I was unaware at the time of this transaction that the City of Poughkeepsie has a towing ordinance that limits the amount a tow company is permitted to charge for towing a vehicle.

In order to get my car out of private impound at Bobby’s Towing, I was required to pay \$ 243.28. Bobby’s Towing provided me with an itemized invoice which is attached hereto as Exhibit “1.” The invoice provides the following breakdown of charges:

Wrecker fee:	\$150.00
Winching:	\$ 75.00
Tax:	\$ 18.28
Total:	\$243.28

I am informed by AAG Cheryl Lee that the City of Poughkeepsie has a towing ordinance, found at Chapter 13, Article XX of the City Ordinance. According to the Local Law, Section 13-311(j), “the maximum charge for the towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes.” Bobby’s Towing charged me \$150 for a wrecker fee and \$75.00 for winching - \$225.00, which is \$140.00 more than is permitted by statute. Exhibit “E”, Affidavit of Jennifer Eden

On January 9, 2019, I parked my 2010 Toyota Corolla in the lot beside the diner located at 59 Market Street, in the City of Poughkeepsie, New York. The registered owner of this vehicle is Janet Taylor, who is my mother. I parked in that lot to run across the street to the Department of Social Services to deliver some documents. I was gone no more than 12 minutes tops as I literally walked in, handed the envelope to the employee, and turned right around to return to my vehicle... Eventually, Robert Scores required my mother to pay \$ 243.28 in cash to have the car released. Bobby’s provided me with an itemized invoice which is attached hereto as Exhibit “2.” The invoice provides the following breakdown of charges as follows:

Wrecker Fee	- \$150.00
Winching	- \$75.00
Pay Out-	\$18.28

I am informed by Assistant Attorney General Cheryl Lee that the City of Poughkeepsie has a Towing Ordinance found in the City Code at Chapter 13, entitled Motor Vehicles

and Traffic, Article XX, Towing of Vehicles from Private Property. Pursuant to that ordinance, at Section 13-311, Towing of Vehicles Improperly parked on private property, subsection (j), : “the maximum charge for towing of vehicles shall be \$60.00, plus a hook-up fee of \$25.00...” Thus, we were overcharged by \$140.00. Exhibit “O”, Affidavit of Greg Taylor.

Tragically, my wife passed away on October 21, 2020. Her funeral was held on October 29, 2020, and afterward, I hosted a family luncheon at the Milanese Restaurant, which is located on Main Street in the City of Poughkeepsie... The parking lot for the Milanese Restaurant was full, so I parked in a lot nearby the restaurant, directly across the street. At the time I parked there, I did not see the sign about permit parking and towing. Several of my guests also were obliged to park in the lot I parked in, located at 110 Main Street, including my brother, Getulio Rodriguez, who parked his beige Toyota Forerunner at the same location as did at least two luncheon attendees. The luncheon lasted approximately 2 hours. When I returned, I found my Acura was missing as was my brother’s Toyota, and my friend Rob Miller’s car as well. I couldn’t imagine what had happened to our cars, so, to the best of my recollection, I went into the building to inquire if anyone had seen anything. It was then that I learned that the cars had been towed! It was a very specific towing too; ONLY those vehicles that had been parked for my luncheon had been removed.

After learning that Bobby’s Towing and Recovery, LLC had taken our vehicles, I went to 248 Smith Street in Poughkeepsie, and had words with the owner, Robert Scores. To say that I was infuriated is an understatement. To tow four cars in quick succession, all from the same party in a neighboring restaurant, in a two-hour period, was too coincidental to be accidental. Someone must have been patrolling or surveilling the lot to have so specifically honed in on the four related cars. I told Robert Scores as much, that it was a racket, to tow so many vehicles, on such a day as that – the occasion of my wife’s funeral! Robert Scores was belligerent, rude, not sympathetic to the circumstance, and insisted on cash payment immediately to release the four vehicles he had impounded. He stated that Milanese Restaurant customers were not permitted to park in the lot at 110 Main Street, so it was clear that our cars were towed for parking in private lot in the City of Poughkeepsie.

Because I had invited my friends and family to the restaurant, I felt obligated to pay for the release of their vehicles. Robert Scores charged us \$175.00 for each vehicle to be released - \$85 for a “wrecker” fee, \$75.00 for “winching,” and \$14.00 for tax (even though this adds up \$174.00, the total amount demanded was \$175.00.) I went to an ATM, withdrew the money and paid Robert Scores \$525.00 in cash to have my car, my brother’s car, and Rob Miller’s car released. A fourth member of our party was also towed but he paid for his own vehicle to be released... I was unaware at the time of this transaction that the City of Poughkeepsie has a towing ordinance that limits the amount a tow company is permitted to charge for towing a vehicle from a private lot. I am informed by AAG Cheryl Lee that the City of Poughkeepsie’s towing ordinance is found at Chapter 13, Article XX of the City Ordinance. According to the Local Law, Section 13-311(j), “the maximum charge for the towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes.” Bobby’s Towing charged me \$85 for a wrecker fee and \$75.00 for winching - \$175.00 for each tow, which is \$76.00 per tow more than is permitted by statute. Also, he tried to disguise the purpose of the tow, by failing to put the reason for the tow on our tow tickets, and also by encouraging us to commit insurance fraud and seeking reimbursement from our insurance companies, in a blatant attempt to circumvent the towing ordinance. See Exhibit “L”, Affidavit of Nestor Rodriguez.

42. In the course of the investigation of Respondents, the OAG served two investigatory subpoenas duces tecum on Respondents, seeking, *inter alia*, information on all tows accomplished between January 1, 2019 through July 2021. In response, Respondent Scores provided copies of “tow tickets” that allegedly accompany each tow and are provided to the consumer upon payment. The tow tickets contain the name, address and phone number of the vehicle owner, the vehicle make, model and registration number, as well as the date and justification for the tow. In analyzing the tow tickets provided by Respondents for tows made within the confines of the City of Poughkeepsie, which tows would be subject to the fee limitation set forth in the 2020 Towing Ordinance, the OAG found total illegal overcharges in the sum of \$36,676.38.¹⁰ These overcharges represent illegal fees, such as an unjustified “administration fee,” storage fees within the first twenty-four hours of the tow (prohibited by the towing ordinance) as well as overcharges for wrecker fees and winching. A spreadsheet itemizing these overcharges is attached as Exhibit “dd.”

¹⁰ Petitioner was required to file a Motion to Compel Compliance with both subpoenas. Nevertheless, Respondent did not provide all the requested documentation; Respondent wrongfully and without justification redacted the majority of the phone numbers and last 4 digits of the plates for most tow tickets. Furthermore, for the year 2019 he only provided tow tickets for January through June – no tickets for tows made after June 2019 were provided; even so, the amount of tow tickets for this six months vastly outnumbers the tow tickets provided by Respondents for 2020 and 2021 that purport to be for the entire 12 month period for those years; for instance, for 2020 he only provided a few tickets for January 2020, no tows from Feb 1-May 22, 2020, then 2 more tickets for August and one in September – October November and December seem to have many more. With regard to 2021 only one ticket for January (redacted) was provided; several in February, none for March, one ticket in April, three tickets in May, three tickets in June, three in July, and three in August. Respondent only provided a token number of tow tickets. Given the volume of tickets for 2019 it is unlikely that this was an accurate compliance. Furthermore, your deponent has spoken to numerous consumers who describe being towed by Respondents multiple times and producing tow tickets to that effect; yet Respondents did not include these tickets with their production.

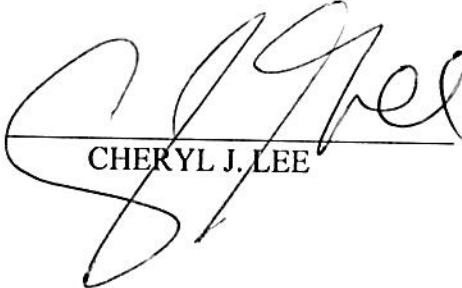
CONCLUSION

43. Respondent continues to victimize consumers by engaging in the deceptive, fraudulent and illegal acts set forth in this affirmation and petition. Unless enjoined, Respondent will continue to engage in those acts causing discrete harm to the public.

44. No previous application for the relief sought herein has been made.

WHEREFORE, it is respectfully requested that the petition be granted in all respects.

Dated: Poughkeepsie, New York
June 6, 2022


CHERYL J. LEE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

THE PEOPLE OF THE STATE OF NEW YORK
by **LETITIA JAMES, Attorney General of the**
State of New York,

Petitioner,

-against-

ROBERT SCORES, individually and
as sole member of BOBBY'S TOWING AND
RECOVERY, LLC, BOBBY'S TOWING
AND RECOVERY, LLC, and ROBERT SCORES d/b/a
BOBBY'S TOWING AND RECOVERY,

Respondents.

MEMORANDUM
OF LAW
Index No. 2021-54005
Hon. Christie D'Alessio

MEMORANDUM IN SUPPORT OF PETITION FOR
INJUNCTION, RESITUTION, DISGORGEMENT,
PENALTIES AND COSTS

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PRELIMINARY STATEMENT

Petitioner, the People of the State of New York, by Letitia James, Attorney General, submits this Memorandum of Law in support of the Petition submitted pursuant to Executive Law § 63(12), General Business Law (“GBL”) Article 22-A §349, GBL § 399-v, New York State Vehicle and Traffic Law (VTL) § 129, and City of Poughkeepsie City Ordinance Chapter 13 Article XX §13-311, New York The Attorney General seeks permanent injunctive relief, restitution for aggrieved consumers, disgorgement of wrongfully obtained profits, civil penalties and costs for Respondent’s deceptive, fraudulent and illegal conduct in connection with his home improvement contracting business.

STATEMENT OF FACTS

As set forth fully in the Verified Petition and the Affirmation of Assistant Attorney General Cheryl J. Lee, dated June 6, 2022 (“Lee Aff.”), Respondents Robert Scores, individually and as sole member of Bobby’s Towing and Recovery, LLC, Bobby’s Towing and Recovery, LLC, and Robert Scores d/b/a Bobby’s Towing and Recovery (hereinafter referred to as “Respondents”) have engaged in towing operation business in New York State since at least 2004. (Lee Aff., ¶ 17-21).

Respondents were, at all relevant times referred to in the Verified Petition and Lee Aff., personally and actively involved in the day-to-day operations of the towing entities. Respondents Robert Scores has personal knowledge of, or participated in, the fraudulent, deceptive and illegal practices that are alleged.

Respondents engaged in numerous deceptive, fraudulent and illegal business practices. They repeatedly tow vehicles even where the owner/operator of the vehicle is present at the scene and offering to correct the condition warranting the tow, even before the vehicle is

attached to any towing apparatus. Often these vehicles are not “parked” at all, but temporarily standing to unload merchandise or passengers (Lee Aff., ¶ 26). Respondent repeatedly fails to safeguard the vehicles he tows, causing damage to towed vehicle and then refusing to take responsibility or reimburse the owner/operators for the damage he caused. (Lee Aff., ¶ 29). Respondents engage in rude, aggressive, physically abusive and even racist behavior toward owners/operators, sometimes in an attempt to discourage the consumer from interfering with a tow before it can be completed (Lee Aff., ¶ 30). Respondent repeatedly wrongfully tows vehicles, and refuses to release the vehicle to the owner/operator without cost even where it is irrefutable that the tow was without justification (Lee Aff., ¶ 31).

ARGUMENT

POINT I

RESPONDENT ENGAGED IN REPEATED FRAUD AND ILLEGALITY IN VIOLATION OF EXECUTIVE LAW § 63(12).

Executive Law § 63(12) empowers the Attorney General to bring a special proceeding on five days’ notice for permanent injunctive relief, restitution and damages whenever any person or business engages in persistent or repeated “fraud or illegality.” “Repeated” is defined as conduct which affects more than one person. People v. Empyre Inground Pools, 227 A.D.2d 731, 733, 642 N.Y.S.2d 344 (3rd Dep’t 1996). It is not necessary to establish a large percentage of violations under Executive Law § 63(12) and even occasional illegal or fraudulent actions are enough for the Attorney General to proceed. State v. Princess Prestige, 42 N.Y.2d 104, 397 N.Y.S.2d 360 (1977) (Sixteen illegal transactions out of 3,600 is sufficient). All the Attorney General is required to show “is any number of separate and distinct fraudulent or illegal acts which affect more than one individual.” People v. 21st Cent. Leisure Spa Int’l Ltd., 153 Misc.2d 938, 944, 583 N.Y.S.2d 726 (Sup. Ct. N.Y. Co. 1991). Further, the existence of some satisfied

consumers is no defense to otherwise fraudulent and illegal practices. State v. Midland Equities, 117 Misc.2d 203, 207, 458 N.Y.S.2d 126 (Sup. Ct. N.Y. Co. 1982).

A special proceeding goes right to the merits. The Court is required to make a summary determination upon the pleadings, papers and admissions to the extent that no triable issues of fact are raised. See CPLR 409. To the extent factual issues are raised, then they must be tried “forthwith.” See CPLR 410. It is the very purpose of a special proceeding to provide a summary remedy, “so summary, indeed, as to dispense with the need or occasion for the application of summary judgment.” Council of City of N.Y. v. Bloomberg, 6 N.Y.3d 380, 401 (2006).

A claim under Executive Law § 63(12) is brought either for repeated or persistent fraud or repeated or persistent illegality. Here, the Attorney General has brought claims under both prongs.

A. Respondent engaged in repeated and persistent fraud within the meaning of Executive Law § 63(12).

Executive Law § 63(12) defines “fraud” and “fraudulent” broadly to include “any device, scheme or artifice to defraud and any deception, misrepresentation, concealment, suppression, false pretense, false promise, or unconscionable contractual provisions.” Consistent with this language and the legislative intent, courts have consistently applied an extremely broad view of what constitutes fraudulent and deceptive conduct in proceedings brought by the Attorney General under Executive Law § 63(12). See, e.g. Lefkowitz v. Bull Inv. Group, 46 A.D.2d 25, 28 (3d Dep’t 1974), aff’d, 35 N.Y.2d 647 (1975) (“It is well settled that the definition of fraud under subdivision 12 of section 63 of the Executive Law is extremely broad and proof of scienter is not necessary.”)(internal citations omitted).

It is not necessary to establish the traditional elements of common law fraud, such as intent to deceive and reliance, to establish liability for fraud under Executive Law § 63(12).

People v. Apple Health & Sports Clubs, Ltd., 206 A.D.2d 266, 267 (1st Dep't 1994); State v. Ford Motor Co., 136 A.D.2d 154, 158 (3d Dep't 1988), aff'd, 74 N.Y.2d 495 (1989); People v. Gagnon Bus Co. Inc., 30 Misc.3d 1225(A) at *2 (Sup. Ct. Qns. Cnty. 2011); People v. Am. Modification Agency. Inc., 2010 N.Y. Misc. LEXIS 2433 (Sup. Ct. N.Y. Cnty. 2010). Instead, the test of fraudulent conduct under Executive Law § 63(12) is whether the act "has the capacity or tendency to deceive, or creates an atmosphere conducive to fraud." In re People v. Applied Card Sys., Inc., 27 A.D.3d 104, 107 (3d Dep't 2005), aff'd on other grounds; People v. General Electric, 302 A.D.2d 314, 756 N.Y.S.2d 520, 523 (1st Dep't 2003). See also People v. Nationwide Asset Services, 26 Misc.3d 258, 259, 279, 888 N.Y.S.2d 850 (Sup. Ct. Erie Co. 2009).

The law is intended to protect the vast multitude of people, including the ignorant, unthinking and credulous. Guggenheimer v. Ginzburg, 43 N.Y.2d 268, 273, 401 N.Y.S.2d 182 (1977); People v. Applied Card Systems, 27 A.D.3d at 106; People v. General Electric, 302 A.D.2d 314; People v. Dell, Inc., 21 Misc. 3d 1110(A), 2008 WL 4531525 (Sup. Ct. Albany Co. 2008). The failure to provide promised goods or services is a classic consumer fraud. State v. Bevis Industries, 63 Misc.2d 1088, 314 N.Y.S.2d 60 (Sup. Ct. N.Y. Co. 1970); State v. Expert Auto Brokers, NYLJ 2/4/82, pg. 5, col. 2 [delay in making refunds beyond a reasonable time is a deceptive practice].

The evidence submitted by the State overwhelmingly demonstrates that Respondents engaged in repeated fraudulent conduct within the meaning of the Executive Law. Respondents drafted and entered into a predatory towing services contract with Manchester Gardens and Canterbury Gardens, two affiliated apartment complexes located in the Town of Poughkeepsie. At these locations, Respondents patrol for vehicles, towing vehicles when they are parked

momentarily, targeting certain vehicles for towing multiple times, towing vehicles when the owner is present, among other activities. (Lee Aff ¶ 32). The tenants are not given notice of the terms of this predatory contract and have no recourse to management or otherwise in the event of a wrongful tow. (Lee Aff. ¶ 34). Respondents habitually tow vehicle without justification, in circumstances where management themselves concede the tow is not justified, yet refuse to release vehicles without fees in such circumstances. (Lee Aff. ¶ 34).

B. Respondent engaged in repeated and persistent illegality in violation of Executive Law § 63(12).

As to the “illegality” prong of the statute, courts have repeatedly found that a violation of state, federal, or local law constitutes illegality within the meaning of Executive Law § 63(12). State v. Princess Prestige, 42 N.Y.2d 104, 107 (1977); People v. Empyre Inground Pools, Inc., 227 A.D.2d 731, 733 (3d Dep’t 1996); Lefkowitz v. E.F.G. Baby Products, 40 A.D.2d 364 (3d Dep’t 1973); State v. Mgmt. Transition Res., 115 Misc. 2d 489 (Sup. Ct. N.Y. Cnty. 1982) (career counseling service that operated as an employment agency without a license and improperly took up-front fees violated Executive Law § 63(12) prohibition on illegality).

Respondents habitually violate the provisions of City of Poughkeepsie Code Chapter 13, Article XX, §13-311 by charging more than the permitted \$85 towing fee, charging prohibited storage, administration and other fees, and failing to wait the requisite twenty-minute grace period provided in the ordinance before towing a vehicle, among other violations. (Lee Aff. ¶ 42).

Respondent’s repeated and persistent violations of GBL § 349 are actionable under Executive Law § 63(12).

i. Respondent repeatedly and persistently violated GBL § 349.

GBL § 349(a) prohibits “[d]eceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in this state.” The definition of deceptive practices under GBL § 349 is given parallel construction to that of fraud under Executive Law § 63(12). State of New York v. Colorado State Christian College, 76 Misc.2d 50 (Sup. Ct. N.Y. Co. 1973). It is not necessary to establish intent, actual deception or reliance to sustain a cause of action under GBL § 349. People v. General Electric, 302 A.D.2d at 315; People v. Network Assoc. Inc., 195 Misc.2d 384, 389 (Sup. Ct. N.Y. Co. 2003).

Like Executive Law § 63(12), GBL § 349 is “intended to be broadly applicable, extending far beyond the reach of common law fraud.” New York v. Feldman, 210 F. Supp. 2d 294, 301 (S.D.N.Y. 2002). As with fraud under Executive Law § 63(12), the elements of common law fraud need not be established to demonstrate a violation of GBL § 349. People v. Applied Card Sys, 27 A.D.3d at 107; People v. General Electric Co., Inc., 302 A.D.2d 314, 315 (1st Dep’t 2003); People v. Network Assocs., 195 Misc. 2d 384, 389 (Sup. Ct. N.Y. Cnty. 2003); State v. Colorado State Christian Coll., 76 Misc. 2d at 56. As a result, a practice with the capacity to mislead or deceive a reasonable person violates GBL § 349, regardless of whether it falls within the scope of common law fraud. Gaidon v. Guardian Life Ins. Co., 94 N.Y.2d 330, 348 (1998). Consequently, omissions may also be the basis for claims pursuant to GBL § 349. See People v. Applied Card, 27 A.D.3d at 107.

Respondents repeatedly falsifies the tow ticket receipts he provides to consumers, deliberately misstating the justification for the tow as a “jump start” rather than a tow for being illegally parked. Respondents do this to avoid liability for violating the City of Poughkeepsie Towing Ordinance which does not apply to road side assistance tows such as “jump starts.”

Respondents also encourage owners/operators to seek payment from auto clubs, like AAA, or their insurance companies, by fraudulently reporting the tows as roadside assistance rather than for being allegedly illegally parked (Lee Aff., ¶ 27,28).

POINT II

THE ATTORNEY GENERAL IS ENTITLED TO INJUNCTIVE RELIEF, RESTITUTION, DISGORGEMENT, PENALTIES AND COSTS.

The Court has broad equitable authority to grant injunctive relief, restitution, civil penalties and costs in proceedings brought pursuant to Executive Law § 63(12) and GBL §§ 349 and 350. See State v. Princess Prestige, 42 N.Y.2d at 107; State v. Daro Chartours, Inc., 72 A.D.2d 872, 873, 422 N.Y.S.2d 146 (3d Dep't 1979); People v. Telehublink Corp., 301 A.D.2d 1006, 1008; State v. Scottish-Am Ass'n, 52 A.D.2d at 528. In this case, Respondents' repeated and persistent fraudulent and illegal acts warrant the imposition of injunctive relief, disgorgement of profits, as well as restitution to the affected consumers, civil penalties, and costs.

A. The Court should grant injunctive relief against Respondents' fraudulent and illegal conduct.

Executive Law § 63(12) authorizes the Attorney General to initiate special proceedings for injunctive relief, restitution, damages, costs, and in cases of violations of Articles 22-A of the General Business Law, civil penalties.

Where the evidence supports the relief requested and there are no triable issues of fact, courts routinely grant permanent injunctive relief in cases brought pursuant to § 63(12). The courts' injunctive powers under § 63(12) are extremely broad. See State of New York v. Princess Prestige Co., Inc., 42 N.Y.2d 104. Further, there is no need to show irreparable harm to permit

permanent injunctive relief. People v. Greenberg, 2016 N.Y. LEXIS 1139 (N.Y. 2016) (the Attorney General may obtain injunctive relief pursuant to Executive Law § 63(12) when they show that there is “a reasonable likelihood of a continuing violation based upon the totality of the circumstances” at 4). The only requirement is that the Respondents have violated a statute. People v. One Source Networking, Inc., 125 A.D.3d at 1356. Waldorf-Astoria Corp., 67 Misc.2d 90, 323 N.Y.S.2d 917 (Sup. Ct. N.Y. Co. 1973).

The Court should permanently enjoin Respondents from engaging in the deceptive, fraudulent and illegal practices proved in this proceeding. The Court should also enjoin Respondent from engaging in the towing operation business in the State of New York until a \$100,000 performance bond is filed with the Attorney General by a surety or bonding company licensed and approved by the Superintendent of Insurance of the State of New York. The posting of such a bond will guarantee that Respondents comply with any injunction this Court issues and will insure that the public interest is protected. This is a fair and equitable alternative to permanently enjoining Respondent from engaging in the towing business in any form. The granting of a performance bond is within the broad remedial injunctive powers of the Court. People v. Allied Marketing Group, 220 A.D.2d 370; 633 N.Y.S.2d 137 (1st Dep’t 1995) (\$500,000 bond ordered); People v. Helena VIP Personal Introduction Service of New York, Inc., N.Y.L.J., 1/17/92, p.26 Col. 3 (Sup. Ct. N.Y. Co.), aff’d, 199 A.D.2d 186 (1st Dep’t 1993) (\$500,000 bond ordered); People v. Empyre Inground Pools, supra at 346 (3d Dep’t 1996) (\$100,000 bond ordered); Lefkowitz v. Waldorf-Astoria Corp., supra (\$100,000 bond ordered).

Moreover, even if an individual has ceased engaging in a deceptive act or practice, a request for injunctive relief is not moot. State v. Midland Equities, 117 Misc. 2d at 206-07; People v. Therapeutic Hypnosis, Inc., 83 Misc. 2d 1068, 1070, 374 N.Y.S.2d 576, 577 (Sup. Ct.

Albany Co. 1975), citing Lefkowitz v. EFG Baby Prods, 40 A.D.2d at 367; see also Bevis Indus., 63 Misc. 2d at 1092 (even if all past complaints have been resolved, respondents may be enjoined from committing future violations). Voluntary discontinuance of improper activity is no assurance that such activity will not be resumed. State v. Person, 75 Misc.2d 252, 253, 347 N.Y.S.2d 391, 393 (Sup. Ct. N.Y. Co. 1973).

B. The Court should order that Respondent pay restitution to aggrieved consumers.

In addition to injunctive relief, the Attorney General seeks restitution for consumers who have been injured as a result of Respondent's failure to provide the promised services, materials, or a refund for same.

Executive Law § 63(12) was amended in 1970 to provide for restitution (Ch. 44, L. 1970). The purpose of the amendment, as stated in the Governor's Memorandum, 1970 McKinney's Session Law 3074, was to strengthen the consumer protection powers of the Attorney General by "clarifying his powers to obtain restitution for defrauded consumers in [63(12)] proceedings." That memorandum further noted that the power granted the Attorney General by the amendment "will provide a means to make the victim of past fraud whole again." The failure to provide services or issue refunds "is such conduct as to require restitution."

Pursuant to Executive Law § 63(12), courts may, and customarily do, "order restitution to all defrauded consumers, including those not identified by name in the petition" (People v Beach Boys Equip. Co., 273 AD2d 850, 851, 709 NYS2d 729 [2000]). The court has the discretion to award restitution. State of New York v. Princess Prestige Co., Inc., 42 N.Y.2d at 108. With regard to restitution funds, courts frequently order a restitution fund created and provided for the mechanics of identification, notification and distribution. See, State of New York v. Princess Prestige Co., Inc., 42 N.Y.2d 104; People v. 21st Century Leisure Spa Int'l Ltd., 153 Misc.2d

938. Further, the courts have also directed the parties to suggest a mechanism for restitution in their settling of an order. See e.g., State of New York v. Management Transition Resources, Inc., 115 Misc.2d 489 (Sup. Cit. N.Y. Co. 1982).

Petitioner has submitted evidence that 15 consumers are owed a total of \$6,216.82. (Lee Aff., ¶ 37 and Exhibits A-P). Respondent should be ordered to pay the total amount of restitution due. In addition, Petitioner has reason to believe that there may be consumers who are owed restitution that are unknown at this time.

C. The Court should order Respondent to disgorge all wrongfully obtained profits

Where the consumers are not all identified, pursuant to Executive Law 63(12), the court may make disgorgement available as a remedy. People v Greenberg, 2016 N.Y. LEXIS 1139. As stated by the Court of Appeals in Greenberg, “[I]n our view, disgorgement ‘merely requires the return of wrongfully obtained profits [and] does not result in any actual economic penalty.’” People v. Greenberg, 2016 N.Y. LEXIS at 5 (quoting Official Comm. of Unsecured Creditors of WorldCom, Inc. v. Securities & Exch. Commn., 467 F3d 73, 81 [2d Cir 2006]). Courts may award disgorgement as an equitable remedy even though Executive Law §63(12) does not expressly provide for disgorgement. In People v. Greenberg, 27 N.Y.3d 490 (2016), the Court of Appeals definitively held that “disgorgement is an available remedy” under Executive Law §63(12). The Court recognized that “courts are not limited to the remedies specified under either of these statutes” and that “in an appropriate case, disgorgement may be an available ‘equitable remedy distinct from restitution’ under this State’s anti-fraud legislation.” Id. at 497-98. See also People v. Ernst & Young, LLP, 114 A.D.3d 569, 569 (1st Dep’t 2014); People v. Applied Card Sys., Inc., 11 N.Y.3d 105, 125 (2008).

“Disgorgement...focuses on the gain to the wrongdoer” and thus “aims to deter wrongdoing by preventing the wrongdoer from retaining ill-gotten gains from fraudulent conduct.” People v. Ernst & Young LLP, 114 A.D. 3d at 569. “Accordingly, the remedy of disgorgement does not require a showing or allegation of direct losses to consumers or the public; the source of the ill-gotten gains is “immaterial.” Id. “Maintaining disgorgement as a remedy within the court’s equitable powers is crucial, particularly where the Attorney General may be precluded from seeking restitution and damages if defendant settled the private class action against it.” Id. at 570; cf. People v. Greenberg, 2014 N.Y.Misc. LEXIS 2377, at *5 (Sup. Ct. N.Y. Cnty. May 28, 2014) (disgorgement also available under Martin Act as an “equitable remedy”).

Although disgorged profits may be distributed to defrauded consumers, the primary purpose of disgorgement is to deter law violatons by depriving violators of their ill-gotten gains. Official Comm. Of Unsecured Creditors of WorldCom, Inc. v. SEC, 467 F.3d 73, 81 (2d Cir. 2006). Therefore, because “compensation of fraud victims is a ‘secondary goal,’ the size of the disgorgement order ‘need not be tied to the [amount of] losses suffered.’” Id.

In this case, we seek both restitution and disgorgement. Primarily, it should be noted that when seeking discovery from Respondents, Robert Scores deliberately and permanently obliterated contact information from requested documents, preventing Petitioner from contacting consumers who were facially overcharged for tows in the City of Poughkeepsie. In other circumstances, poor record keeping by Respondents failed to capture sufficient contact information for each consumer who was charged more than the permissible tow fee. We thus seek disgorgement of these wrongfully obtained profits, which Respondents collected in violation of the City of Poughkeepsie Code Chapter 13, Article XX, §13-311, as evidenced by

tow tickets produced by Respondents pursuant to subpoena, in the sum of \$36,676.38. (Lee Aff., ¶ 41-42).

D. The Court should order Respondent to pay penalties and costs.

GBL § 350-d provides for a penalty of up to \$5,000 for each violation of Article 22-A. Courts routinely award penalties in civil enforcement actions brought by the Attorney General. See e.g. People v. Telehublink Corp. 301 A.D.2d at 1008; People v. Wilco, 284 A.D.2d 469, 474; 728 N.Y.S.2d 471 (2d Dep't 2001); Allied Mktg. Group, 220 A.D. 2d at 370.

In this case, Respondent has engaged in deceptive acts and practices in violation of GBL Article 22-A and § 349. By these deceptive acts and illegal practices, Respondents defrauded numerous unsuspecting consumers in the Hudson Valley area. The court should impose the maximum \$5,000 penalty for each of the consumers defrauded by Respondents pursuant to § 349.

Finally, CPLR section 8303(a)(6) provides that the court may award the Attorney General “a sum not exceeding two thousand dollars [\$2,000] against each defendant” in a special proceeding brought pursuant to Executive Law § 63(12). Courts have routinely granted these costs. See e.g., People v. 21st Century Leisure Spa Int'l Ltd., 153 Misc.2d 938.

CONCLUSION

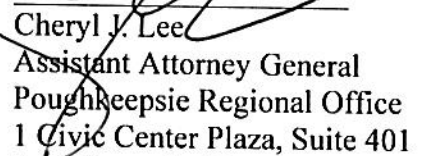
For the reasons set forth in this Memorandum, the Court should make a summary determination in Petitioner's favor and grant injunctive relief, disgorgement of wrongful profits, restitution, civil penalties and costs.

Dated: June 6, 2022
Poughkeepsie, New York

Respectfully submitted,

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STATE OF NEW YORK)
)SS.:
COUNTY OF DUTCHESS)

AFFIDAVIT

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL

MAR 28 2022

CLAIMS & LITIGATION
POUGHKEEPSIE OFFICE

Ophelia Blanchard, being duly sworn, deposes and says:

1. I reside at the Canterbury Gardens Apartments in Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On November 4, 2020, I was operating my 2015 Gray Honda Civic, for which I am the registered owner. I am a front line worker and work nights. This was during the height of the COVID 19 pandemic and on that morning, I stopped by the office at Canterbury Gardens to pay my rent. I briefly parked my car out in front of the office while I ran in to drop off the check, as I had been working all night and was exhausted. I was in the office for no more than 5 minutes in total.
3. When I walked out the door of the complex office, I witnessed Robert Scores of Bobby's Towing driving away with my car hooked up to his tow truck! I was flabbergasted – I had only been gone a few minutes! I called the office and asked the staff if they had called to have my car towed. They indicated they had not and expressed surprise – they had not heard the tow truck and stated they usually did. This is how stealthily Robert Scores towed my car; clearly trying to hook it up and leave before I realized what was happening, and with no specific authorization from the office staff by their express admission. I believe he saw me park and walk into the office, otherwise he could not have accomplished a tow that quickly, and he deliberately did it with stealth.

4. I walked to the end of the complex (I had been working all night and was tired but had no choice as I need my car to get back and forth to work), found the towing sign with the phone number, and called. I spoke with Robert Scores, who indicated he was taking my car to the police station and then back to his impound lot at 248 Smith Street in the City of Poughkeepsie. I protested that I had only been in the office a few minutes when he towed it, and he called me a liar, stating that my car was “cold,” and I must have been visiting someone. This is ludicrous, I live in the complex – a complete fabrication of a towing justification on his part.
5. I told him I was a front line worker and he said he was also a front line worker, expressing little sympathy for my predicament. He said it would cost me \$300 to redeem my car. I encouraged him to call the office and ask them how long I had been in there, that it wasn't that long and the tow wasn't justified. He then said he would call me back and terminated the call.
6. I waited at the front of the complex until he called me back, at which time he told me it was going to cost me \$250 to redeem my car, and that if stayed at his shop for longer it would cost more. I was pleading with him to no avail, he gave me the address of the shop and hung up.
7. I then called a relative to pick me up and went to the tow shop to pick up my car. I paid the \$250 in cash that he demanded because I needed my car. After I paid the \$250, I received the attached tow ticket, which is Exhibit “1” to this affidavit. Although I did not realize it at the time, AAG Cheryl Lee pointed out to me that Robert Scores indicated on the ticket that the justification for the tow was “jump, possible tow to shop” and not for an illegally parked vehicle (which was not the case in any event, because I was just

running into the office to drop off my rent check). This is categorically untrue and a falsified business document. I did not contact Bobby's Towing and Recovery, LLC and neither did the office at Canterbury Gardens.

8. Furthermore, I spent months going between Canterbury Garden's management office in Poughkeepsie and the corporate office in New Jersey complaining about this tow, the fact that it wasn't justified, and was told by each respective office that the other was responsible for the towing contractor, with neither office providing any recourse to me for this wrongful tow. The tow was unjustified and the complex should not employ a tow company that engages in such conduct.

9. I am informed by AAG Cheryl J. Lee that New York State Vehicle and Traffic Law Section 129 defines to park or parking as follows:

Means the standing of a vehicle, whether occupied or not, **otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.**

10. As I was merely temporarily parked to pay my rent, I was not technically "parked" at all but rather standing. Further, the falsification of the tow ticket by Robert Scores shows that he had knowledge that the tow itself was unjustified as he was trying to conceal the justification in his own business record. Finally, the management at the complex itself was unaware of the tow at the time and he had no right to tow my temporarily standing vehicle.

11. WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$250.00 with interest from November 4, 2020.

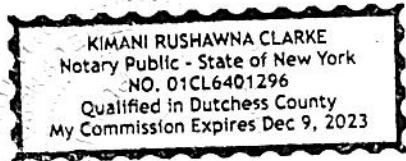
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Sworn to before me this

23rd of March, 2022

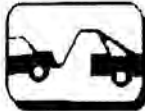
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Notary Public





TOW TICKET



Bobby's Auto Repair & Collision, Inc.

248 Smith Street
Poughkeepsie, NY 12601
(845) 473-6090

NAME <i>Ophelia Blanchard</i>		DATE <i>11/4/2020</i>	
STREET <i>P.O. Box 2552</i>		TIME	
CITY <i>Poughkeepsie, N.Y.</i>	STATE <i>N.Y.</i>	ZIP <i>12603</i>	PHONE
YEAR & MAKE <i>15 Honda</i>	MODEL <i>CIV</i>	COLOR <i>GRAY</i>	LICENSE NO. <i>Gum 4725</i>
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHARGE	<input type="checkbox"/> REGULATED <input type="checkbox"/> NON-REGULATED	MILEAGE GUIDE 4-D <input type="checkbox"/> YES <input type="checkbox"/> NO	TARIFF NO.
PICKUP LOCATION: <i>JANET DR.</i>			
TAKEN TO: <i>248 SMITH</i>			
EXTRA SERVICE			
STORAGE FROM:	TO:	NO. DAYS	STORAGE AT PER DAY
COMMENTS: <i>paid</i>		ITEM#	DESCRIPTION PRICE
<i>Jump PCS tow to SHOP</i>			Wrecker Fee 250 00
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
TIME FINISHED	TRUCK NO.		Extra Labor hrs. @ per hr.
TIME LOADED	DRIVER		Remove Drive Line
TIME ARRIVED	MILEAGE ENDING		
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		250.00
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
<i>[Signature]</i>			TAX 20 00
		TOTAL AMOUNT 270 00	

STATE OF NEW YORK
COUNTY OF DUTCHESS

)
)SS.:
)

AFFIDAVIT

Ryan Brooks, being duly sworn, deposes and says:

1. I reside at 78 Rhobella Drive # B, Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. I have been towed twice by Bobby's Towing and Recovery and on one occasion prevented him from towing my car, but was compelled to pay him \$250. The facts and circumstances of these tows are set forth below.
3. I work nights at a hospital and generally arrive home around 1:30 a.m. On November 4, 2020, I parked my black Honda CRV on the street in front of my apartment building around that time. I am the registered owner of this vehicle.
4. At approximately noon on that date I received a phone call from the Town of Poughkeepsie Police Department, informing me that Robert Scores of Bobby's Towing and Recovery had reported towing my vehicle. I had no idea that I was not permitted to park in that location, since I had just moved there, and the signage was not that clear. I thanked the police for informing me about the tow, contacted a friend to give me a ride and went to Bobby's Towing and Recovery's location at 248 Smith Street in the City of Poughkeepsie. When I arrived, I was told by Robert Scores that he only took cash and would not accept a credit card. I went to the bank and took out the cost of the tow, \$324.00. I told Robert Scores that I worked nights, that I didn't know about the no parking after 9 a.m. restriction and that I worked in the hospital. He pretended that he

was “giving me a break,” and wrote on the tow ticket “jump pos tow to shop,” instructing me to give the tow ticket to my insurance company and they would reimburse my towing costs. To be clear I NEVER called Bobby’s Towing and Recovery to jump start my car. This is a falsified business document. This was a tow for alleged illegal parking; I was asleep so I have no idea what time he actually towed my car and the tow ticket does not have a time on it. I paid the \$324.00 in cash and obtained my car back. A copy of this tow ticket is attached hereto as Exhibit “1.”

5. After this tow, I set an alarm on my phone to move my car around 9 a.m. going forward. However, on August 31, 2021, I overslept, and when I ran down to move my car, I saw that it was gone. This time, I didn’t wait for the police to call; instead, I called an Uber, and together with my 4 year old, stopped at the bank to get cash along the way, before heading in to Bobby’s Towing and Recovery. Robert Scores wasn’t there this time, but I spoke to a woman behind the counter, and said to her, wow, you are taking cars earlier and earlier now. I was down to move my car very near the 9 a.m. cut off, and had parked it there at 1:30 a.m. She said yes, that the management called and let them know a few cars were illegally parked. As with the last tow ticket, the comments section indicates “dead battery,” as if the tow company had been called to jump start my car. I never called Bobby’s Towing and Recovery to come and jumpstart my car. I was towed for alleged illegal parking. This was a falsified document. A copy of this tow ticket is attached hereto as Exhibit “2.”
6. When my car was towed on November 4, 2020, I was charged \$324.00, including a wrecker fee of \$225 and an “administrative” fee of \$75.00. I was charged \$395 this time, with an additional “hook up” fee of \$65.00 and a “pay out” fee of \$30.00. I have no idea

what these two fees were meant to represent and it made very little sense to me that I paid \$324 in November of 2020, and \$395 less than a year later, having been towed for the same reason both times. It appears to be nothing more than cost padding. I nevertheless paid the \$395 to redeem my car.

7. Thereafter, in late December of 2021 or early January of 2022, I am unsure of the exact date, but I know it was around that time because I had just paid my rent, I had another run in with Robert Scores. On that date, I came home from work as usual around 1:30 a.m. and found a spot in the back lot. When I moved into the complex, management told me that parking after 9 a.m. was permitted in that location, as long as I didn't block the dumpster. In any event, around 10 a.m. I heard the tow truck backing up and woke up in a panic. I had just paid my rent, so it must have been around the first of the month, and did not have any extra cash to pay for a tow charge; additionally, I need my car to get to work, and if I lost my car, I would lose my job potentially. I dressed quickly and ran, barefoot, down to parking lot.
8. Sure enough, Robert Scores was backing his tow truck up to my car, but had not hooked the car up to the tow truck yet. I ran up to him, breathless, indicating I was there, I would move the car, and I begged him to please not take my car. He barked at me that I shouldn't have been parked there. I said management said I could park here, please don't take my car, I have to pick up my son soon. Robert Scores retorted that it was not his problem and turned to hook up my car to the truck. I can't stress enough that the vehicle was not hooked up to the tow truck when I arrived.
9. I was so panicked he would take my car, and I had no money to redeem it, that I ran into my apartment, grabbed my keys and my cell phone and what little money I had, and ran

back out. By this time, the car was up on the hook, but Robert Scores had not yet booted it. I begged him again at this point, told him I had just paid my rent, I don't have the money for this! He retorted "I'm tired of people like you, I have a mortgage too." We went back and forth for a while, with me begging and saying, have a heart, and him retorting he didn't care. Eventually, he turned to retrieve the boot to immobilize my car. I made a split second decision and I jumped in my car and drove it off the truck. I pulled it up ahead and parked it, locking myself inside.

10. Robert Scores began to act violently, banging on the hood of my car, using the "f" word, threatening to "kick my *ss," telling me to get out of the car, shouting that I had stolen my own car from him, that it belonged to him now. His behavior was completely unhinged. At this point I steeled myself, because it seemed that he was going to attack me as I exited my car. I did get out and he immediately got into my face, shouting that if I didn't put my car back on his truck, he would "kick my *ss" and other threats of physical violence.

11. I indicated that I wasn't afraid of him, and Robert Scores tried to provoke me into being the initial aggressor, standing in my face (he is very short of stature so not quite up to my level but as close as he could get), telling me to take my shot, to hit him, but I did not get physical, instead I said I was not afraid of him and he was not taking my car. This went on for some time, with Scores violating my personal space, cursing, and generally out of control physically and emotionally. It was unnerving.

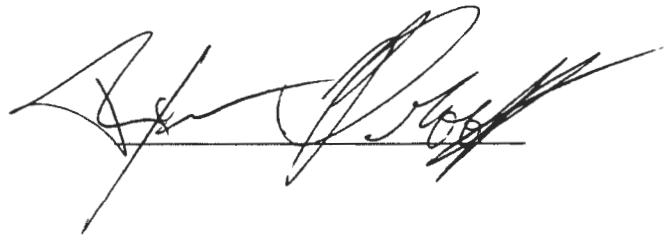
12. At this point, he called the Town of Poughkeepsie Police Department. I called my sister to come because I was concerned I would be arrested and needed someone to assist me if this happened. As ludicrous as that may sound, I was worried I would be arrested for

taking my own car back when I had arrived before it had even been hooked up to the tow truck.

13. When the police arrived, one spoke to me and the other Scores. The officer I spoke to told me that this is what he does, happens all the time, that he (Scores) was no longer allowed to tow in the City of Poughkeepsie because of it. Then the other officer came over and told me that Robert Scores was demanding \$400 not to file criminal charges against me for taking my own car back. Otherwise, the officer said, Robert Scores wanted them to take me to jail. This was blatant extortion and I refused, but also, I didn't have \$400 to pay him. After this went on for a while my sister pulled \$150 out of her purse and offered it to Robert Scores, to which I added the \$100 I had left after paying rent. The police gave this money to Robert Scores who asked how much it was; I indicated whatever it was that was all he was getting. He took the money and he and the police left. I was never given a tow ticket or receipt for this money, which was basically blackmail money.
14. Thereafter, one day I was leaving my complex and I saw a little old lady begging Scores not to tow her car. I stopped and took a picture of this obscene tableau; the tow truck driver taking an elderly woman's car when she was right there. After this, Robert Scores FOLLOWED me to a gas station and took pictures of me with his phone. He appears to have some kind of anger management issue and is a danger to others. He used intimidation and belligerence to bully people.
15. On the two tow tickets he provided to me with regard to the November 4, 2020 and August 31, 2021 tows, Robert Scores falsified the justification for the tow, and importuned me to provide these falsified documents to my insurance company. Also, the

two tows were less than a year apart, from the same location, yet one has an additional \$75 in unspecified fees. I never saw a rate schedule when I went to Bobby's Towing and Recovery's shop, and it appears they have no rhyme or reason for their pricing; they just make it up as they go along. Finally, Robert Scores had no right to demand any money from me for not filing criminal charges against me – I hadn't done anything wrong; I was present and ready and able to move the vehicle before it was hooked up to the tow truck, and the entire circumstance was unjustified, unnecessary and alarming. Robert Scores' behavior was completely unhinged.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$ 324.00 with interest from November 4, 2020, \$395.00 with interest from August 31, 2021 and \$250.00 with interest from December 31, 2021.



Sworn to before me this
18th of February, 2022



Notary Public

Maxine A Patrick
Notary Public, State of New York
No. 01PA6317897
Qualified in Dutchess County
Commission Expires: 01.12.2023

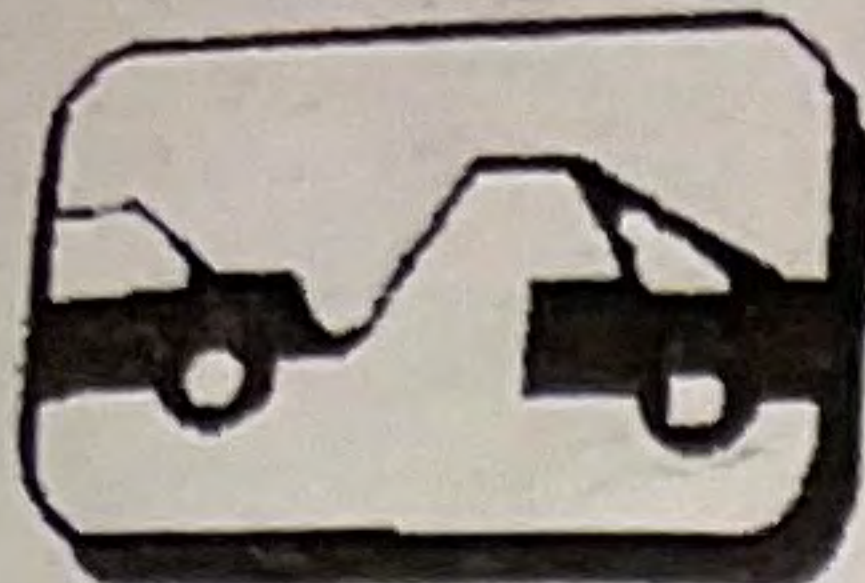


TOW TICKET

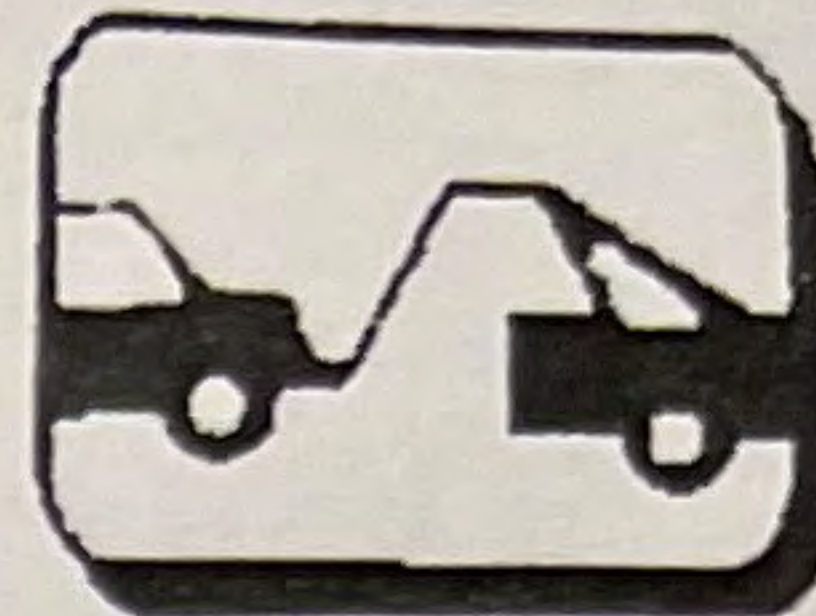


Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12601
 (845) 473-6090

NAME <i>Ryan Brooks</i>		DATE <i>11/4/2020</i>	
STREET <i>76 Roubella Drive</i>		TIME	
CITY <i>Poughkeepsie NY</i>	STATE	ZIP <i>12603</i>	PHONE <i>845-518-4142</i>
YEAR & MAKE <i>Honda</i>	MODEL <i>Pilot</i>	COLOR <i>Blk</i>	LICENSE NO.
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: <i>Manchester Garden</i>			
TAKEN TO: <i>248 Smith St</i>			
EXTRA SERVICE			
STORAGE FROM: <i>paid</i>	TO:	NO. DAYS	STORAGE AT PER DAY
COMMENTS: <i>Jump Pass tow to shop</i>		ITEM#	DESCRIPTION PRICE
			Wrecker Fee 225.00
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
			Extra Labor hrs. @ per hr.
TIME FINISHED	TRUCK NO.		Remove Drive Line
TIME LOADED	DRIVER		
TIME ARRIVED	MILEAGE ENDING		Admin 75.00
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		300.00
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein		PAY-OUT	
<i>[Signature]</i>			TAX 24.00
		TOTAL AMOUNT 324.00	



TOW TICKET



Bobby's Towing & Recovery LLC

248 Smith Street
Poughkeepsie, NY 12601

972 523651 (845) 473-6090

NAME RYAN M BROOKS		DATE 8/31/2021	
STREET 78 RHOBELLA DR # 13		TIME	
CITY POUGHKEEPSIE NY	STATE NY	ZIP 12603	PHONE
YEAR & MAKE Honda	MODEL CRU	COLOR Blk	LICENSE NO. 1TSV-8205
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.

<input type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	

PICKUP LOCATION:
MANCHESTER GARDENS

TAKEN TO:
248 SMITH ST

EXTRA SERVICE

STORAGE FROM:	TO:	NO. DAYS	STORAGE AT	PER DAY
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COMMENTS:	ITEM#	DESCRIPTION	PRICE
Dead battery		Wrecker Fee	225.00
		Hook-Up Fee	65.00
		Dolly Fee mi. @ per mi.	
		Working Time hrs. @ per hr.	
		Waiting Time hrs. @ per hr.	
		Extra Labor hrs. @ per hr.	
		Remove Drive Line	

TIME FINISHED	TRUCK NO.		
TIME LOADED	DRIVER		
TIME ARRIVED	MILEAGE ENDING	ADMIN. JAT. fee	25.00
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		365.00

I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.

[Signature]

PAY-OUT	30.00
TOTAL AMOUNT	395.00

STATE OF NEW YORK
COUNTY OF DUTCHESS

)
)SS.:
)

AFFIDAVIT

Teresa Clemmons, being duly sworn, deposes and says:

1. I reside at 37 Conklin Street, Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. My vehicle, a 1992 Black Honda Accord, has been towed twice by Bobby's Towing and Recovery, LLC and Robert Scores. On the first occasion, which took place on January 9, 2019, there was no justification for the tow. At the time, my vehicle was legally parked at Canterbury Gardens, at 11 Janet Drive. This was my second vehicle and was covered by a large pile of snow pushed there by the complex snow plowing operation.
3. Unbeknownst to me, the inspection to the vehicle had expired, but the vehicle was in otherwise good working condition. On or about January 20, 2019, the snow melted enough that I realized that the car was no longer parked where I had left it – it was gone. I went to the apartment complex office and asked them what had occurred but they were not aware that the car had been towed, and told me to call the corporate number in New Jersey, which I did. They suggested that I contact the police.
4. I next went to the Poughkeepsie Town Police and asked them where the car was – and they informed me that Bobby's Towing and Recovery LLC had taken the vehicle. This amazed me since there was no signs indicating that the car couldn't be parked there. This was also unusual because I hadn't received any notification in writing from the

management of Canterbury that towing of all vehicles would commence, as was their usual practice.

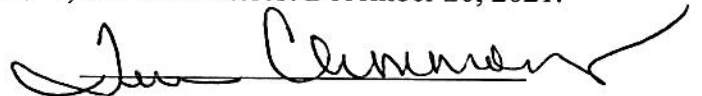
5. Thereafter, I went to Bobby's Towing and Recovery LLC's shop at 248 Smith Street to retrieve my vehicle, only to be told that I owed over \$1,000 in storage fees! When I asked why the car had been towed in the first place, since it was parked in a legal space, Robert Scores indicated that the inspection was expired. This did not seem fair since the vehicle was in otherwise perfect working order and could not be moved for the inspection to take place because of the snow plowing. And at that time I was waiting to purchase new tires to pass the inspection.
6. According to Robert Scores, who I spoke with when I went to the shop, the vehicle was towed on January 9, 2019 and had been in his shop since that time. However, when I spoke to the Poughkeepsie Town Police, they indicated that the Robert Scores had reported the tow to them on January 15, 2019, and stated he had towed it on January 9, 2019. I don't believe that my car was towed on January 9, 2019 but in any event, I argued you back and forth with Robert Scores who agreed to "settle" for \$622.00. It took me several days to raise this money and when I finally was able to, on January 30, 2019, I found that my car was damaged – all four tires ruined and the car on blocks! I had to pay Bobby's Towing and Recovery LLC an additional \$75.00 to tow the vehicle to Conklin Street because it could not be driven in that condition. I paid cash as Robert Scores would not accept a check or a credit card. A copy of the tow ticket connected to this first tow is attached hereto as Exhibit "1."
7. Thereafter, on December 14, 2021, my 1992 black Honda Accord was parked legally in a lot on Garden Street while I was vacationing in the Bahamas for a few days. My brother

called me on December 15, 2021 to inform me that the car was missing, and as we discussed it, we worked it out that the car was towed because it had been parked for more than 48 hours and the City of Poughkeepsie lots require that vehicles be moved every 2 days. The reason the car was parked temporarily in the City of Poughkeepsie lot was that a new furnace was being placed in the house and the driveway had to be clear. Although I returned from the Bahamas on December 17, 2021, I did not call or personally approach Robert Scores or any other employee of Bobby's Towing and Recovery, LLC because I was nervous about how I would be treated and fearful of their abuse. Nevertheless, I contacted the tow company on December 20, 2021 and was told I had to pay \$300 in storage fees, as well as \$85.00 for the tow and \$30 in tax. Although is the total on the tow ticket, attached hereto as Exhibit "2," I was charged \$500 because I had to pay for Bobby's Towing and Recovery \$85.00 to tow the vehicle back to the house at 37 Conklin Street. I note that the tow ticket does not provide a justification for the tow or the date that the vehicle was towed, just sets forth that it was stored for six days in a conclusory fashion. I also noticed that the date on the tow ticket is the date I picked the vehicle up, December 20, 2021.

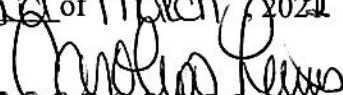
8. Additionally, instead of putting the vehicle in a safe place (since it was still on blocks from the initial damage it sustained in the 2019 tow) Robert Scores dropped the vehicle in front of my neighbor's driveway, blocking it, and left. When I tried to call him back, he just ignored me and drove away. I thereafter called another tow company, Adrian's Towing, to move the car so it would not block my neighbor's driveway. I paid Adrian's \$40 to move the car from where Robert Scores illegally dropped it.

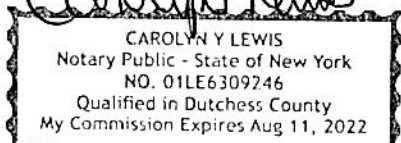
9. In order to get my car out of private impound at Bobby's Towing, I was required to pay \$622 in January of 2019 and \$500 in December 2020.
10. Bobby's Towing and Recovery LLC towed my Black Honda Accord in January 2019 with no justification; it was legally parked. Although I may have had an expired inspection sticker the vehicle was otherwise operational prior to that tow. Thereafter, I was unable to afford to fix the tires that Bobby's Towing and Recovery LLC damaged and have had difficulty parking the vehicle, resulting in it being towed a second time! In addition, after being towed by Bobby's Towing and Recovery, LLC, the vehicle's steering column is damaged and the undercarriage has been damaged, with the spoiler kit hanging down.
11. Furthermore, Robert Scores and Bobby's Towing is engaging in a deceptive practice in not notating the exact date that the vehicle was towed. I am informed by AAG Cheryl Lee that the Poughkeepsie Towing Ordinance prohibits a tow company from charging storage for the first 24 hours a car is impounded. However, it is impossible to tell from the tow ticket provided to me, attached as Exhibit 2, exactly when the car was towed. This was also true with regard to the first tow, where Robert Scores did not report the tow on January 9, 2019 to the Town of Poughkeepsie Police Department, but rather waited several days. This appears to be a practice he engages in to inflate storage charges.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$ 1,122 with interest December 20, 2021.



Sworn to before me this

26 of March, 2022


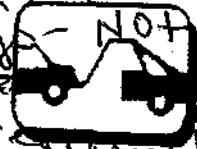




TOW TICKET

Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540
 (845) 473-6090

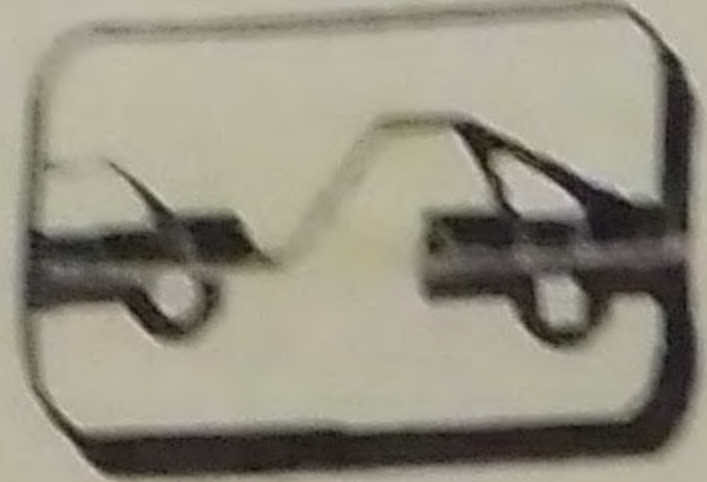
*Carried! this car, said
 drove it
 days ago
 the reg - NOT
 registered owner*



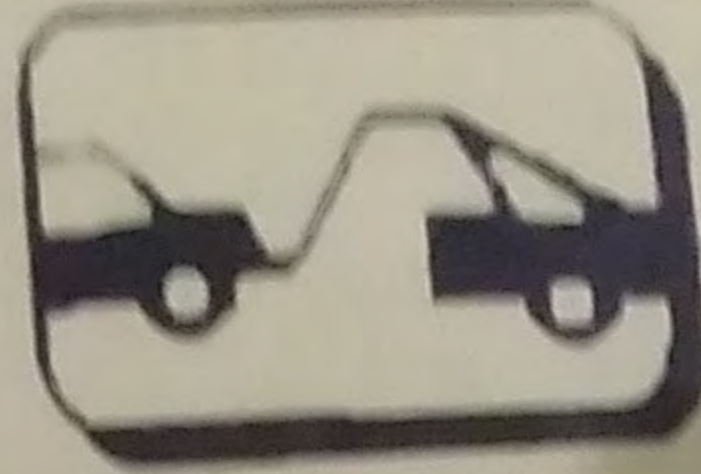
NAME Teresa Clemens		DATE 01/09/2019	
STREET 37 Conklin St		TIME 3:45 PM	
CITY Poughkeepsie Ny	STATE NY	ZIP 12540	PHONE 505-6000
YEAR & MAKE 1992 Honda	MODEL Accord	COLOR Black	LICENSE NO. [REDACTED]
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: 11 Janet Drive (Cantebury)			
TAKEN TO: 248 Smith St			
EXTRA SERVICE SET FOR 47.00 622 1/30/19			
STORAGE FROM: 1/9/19	TO:	NO. DAYS: 2	STORAGE PER DAY: 50.00
COMMENTS: Expired Inspection		PRICE: 1100.00	
pd 500.00 + 75.00 + 40.00 to Conklin Janet Dr.		96 Cante	
ITEM#		DESCRIPTION	PRICE
		Wrecker Fee	225 -
		Hook-Up Fee	
		Dolly Fee mi. @ per mi.	
		Working Time hrs. @ per hr.	
		Waiting Time hrs. @ per hr.	
		Extra Labor hrs. @ per hr.	
		Remove Drive Line	
		ADMIN	65 -
			290 00
		tax	23 56
		PAY-OUT	313 56
		Storage	1,100 00
		TOTAL AMOUNT	1413 56

I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.

Teresa Clemens



TOW TICKET



Bobby's Towing & Recovery LLC

248 Smith Street
Poughkeepsie, NY 12601
(845) 473-6090

532 282 0411

NAME TERESA LAVETTE DEAMONS		DATE 12/20/2021
STREET 37 CONKLIN ST		TIME
CITY POUGHKEEPSIE NY	STATE NY	ZIP 12601
YEAR & MAKE 09/2 ACCORD	MODEL ACCORD	COLOR BLACK
UNIT NO.	V.I.N.	LICENSE NO.
REPAIR ORDER NO.		PURCHASE ORDER NO.
<input type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO
PICKUP LOCATION 75 GARDEN ST		
TAKEN TO 248 SMITH ST		

STORAGE FROM	TO	NO. DAYS	STORAGE AT 50 PER DAY	PRICE
		6		300
COMMENTS	ITEM#	DESCRIPTION		PRICE
		Wrecker Fee		85
		Hook-Up Fee		
		Dolly Fee mi. @ per mi.		
		Working Time hrs. @ per hr.		
		Waiting Time hrs. @ per hr.		
		Extra Labor hrs. @ per hr.		
		Remove Drive Line		
TIME FINISHED	TRUCK NO.			
TIME LOADED	DRIVER			
TIME UNLOADED	MILEAGE ENDING			
TIME DISPATCHED	MILEAGE START			
TOTAL TIME	TOTAL MILES			
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.				
<input checked="" type="checkbox"/> <i>[Signature]</i>				
PAY-OUT				385
TAX				30
TOTAL AMOUNT				500

500

STATE OF NEW YORK)

)SS.:

AFFIDAVIT

COUNTY OF WESTCHESTER)

Kera Davis, being duly sworn, deposes and says:

1. I reside at 100 Columbus Avenue, Apt. 7C, Tuckahoe, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On January 23, 2019, I paid a visit to a friend of mine who lives in Harriet Tubman Terrace located at 29 Jefferson Street in the City of Poughkeepsie. On that date, I planned to stay overnight, so I parked my 2011 Hyundai Elantra in a visitor's parking space located at the back of the resident lot of that complex. I am the registered owner of this vehicle.
3. At approximately 3:00 p.m. the next day, January 24, 2019, I returned to my car and retrieved some belongings. I stayed at my friend's house until approximately 10:00 p.m. that evening, at which time I returned to my Hyundai Elantra to place my belongings in the car for my trip home. When I looked for my car in the visitor's lot, I was surprised and frightened to see that my car was gone! I wasn't sure what to do, so I called my friend with whom I had been staying and they told me that the car had probably been towed.
4. My friend gave me the number for Bobby's Towing and Recovery, LLC, and I called them around 10:30 in an attempt to get my car back. I was told by the dispatcher that

they did have my car, but that I couldn't retrieve it until the next day, January 25, 2019. I was upset about this but there wasn't much I could do.

5. On January 25, 2019, I picked up my car before noon at 248 Smith Street in Poughkeepsie. I was charged a total of \$235.15 to redeem my car. The owner of Bobby's Towing, Robert Scores, told me the cost to redeem my vehicle was higher because of where I had parked my car, "all the way in the back." This made no sense to me as I was parked in a marked visitor space and should not have been towed in the first place. However, I needed to get my car out of impound so I paid the exorbitant fee.
6. In order to get my car out of private impound at Bobby's Towing, I was required to pay \$235.15. Bobby's Towing provided me with an itemized invoice which is attached hereto as Exhibit "A." The invoice provides the following breakdown of charges:
 - a. Storage No. Days (2) AT \$50.00 Per Day \$100.00
 - b. Wrecker Fee \$125.00
 - c. Tax \$10.15
 - d. Total: \$235.15
7. There are several inconsistencies to note on the tow ticket, Exhibit "A." Primarily, the ticket indicates that car was towed at 12:30 p.m. on January 24, 2019 – that isn't possible. I went to my car at approximately 3:00 p.m. on January 24, 2019 at around 3:00 p.m. and removed some items from it – the car was still parked in the visitor space at that time, AFTER 12:30 p.m. Additionally, the tow ticket indicates that my vehicle was parked in a residential parking with no permit or sticker; however this isn't accurate – I was parked in

a visitor space in the back, which Mr. Scores acknowledged and argued he charged me extra for, because my car was parked “in the back.”

8. Furthermore, I am informed by AAG Cheryl Lee that the City of Poughkeepsie has a Local Towing Ordinance that regulates the activities of tow truck companies operating within the City of Poughkeepsie limits, including Bobby’s Towing. Ms. Lee informs me that the ordinance provides, in pertinent part, as follows:

“The maximum charge for towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes. The maximum charge for the storage of towed motor vehicles shall be \$50 per day, or each part thereof, to commence after the vehicle has been impounded on the premises for a period of 24 hours.”

See Poughkeepsie Local Law Chapter 13, Section 13-311(j).


9. Bobby’s Towing charged me \$125.00 for a “Wrecker” fee, yet the law only allows them to charge me \$85.00. Furthermore, my car was not impounded on the premises of Bobby’s Towing for a period of more than 24 hours, even if one presumes it was towed at 12:30 p.m. on January 24, 2019, which it could not have been. I redeemed the vehicle before noon on January 25, 2019, which was less than 24 hours after it was towed, yet I was still charged for two full days of storage. According to the statute, storage fees should not have commenced until January 25, 2019 at 12:30 p.m. at the earliest.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, LLC, and to secure a refund for me of \$ 235.15 with interest from January 25, 2019.

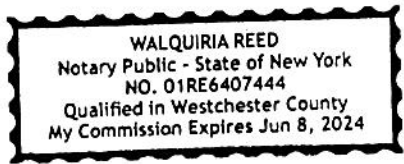
A handwritten signature in cursive script, appearing to read "W. Reed", is written over a horizontal line.

Sworn to before me this

22 of Sept, 2021

A handwritten signature, likely "W. Reed", is written over a horizontal line.

Notary Public





TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540
 (845) 473-6090

NAME Kera Sheryl Davis		DATE 01/24/2019	
STREET 100 Columbus Ave 7C		TIME 12:30PM	
CITY Tuckahoe, NY	STATE NY	ZIP 10707	PHONE [REDACTED]
YEAR & MAKE 2011 Hyundai	MODEL Elantra	COLOR Black	LICENSE NO. GGP [REDACTED]
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
PICKUP LOCATION: 29 Jefferson St. <i>pd in full</i>			
TAKEN TO: 248 Smith St. <i>cash</i>			
EXTRA SERVICE			
STORAGE FROM: 1/24/19	TO:	STORAGE NO. DAYS 2	AT \$50.00 PER DAY 100.00
COMMENTS: Park in residential parking with no permit/sticker	TIME	DESCRIPTION	PRICE
		Wrecker Fee	125 00
		Hook-Up Fee	
		Dolly Fee mi. @ per mi.	
		Working Time hrs. @ per hr.	
		Waiting Time hrs. @ per hr.	
		Extra Labor hrs. @ per hr.	
		Remove Drive Line	
		tax	10 15
		sub total	135 15
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
X <i>[Signature]</i>		Storage	100 00
		TOTAL AMOUNT	235 15

STATE OF NEW YORK
COUNTY OF DUTCHESS

)
)SS.:
)

AFFIDAVIT

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL

AUG 30 2021

CLAIMS & LITIGATION
POUGHKEEPSIE OFFICE

Jennifer Diane Eden, being duly sworn, deposes and says:

1. I reside at 9 Hudson Harbor, Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby’s Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. I am an Associate Professor at Marist College and on January 22, 2019, some friends and I decided to go to El Azteca for lunch, which is located on Main Street in the City of Poughkeepsie. I drove my 2013 Hyundai Elantra to the restaurant. I am the registered owner of this vehicle. The streets were very slushy and wet and my friend had on a pair of shoes that were not appropriate for walking in the existing conditions, so I parked in a lot nearby the restaurant, which I now know is the Marshall & Sterling building. At the time I parked there, I did not see the sign about permit parking and towing. My friends and I had lunch in El Azteca for about an hour.
3. When I returned, I found my Elantra was missing. I looked around and noticed, for the first time, the permit parking only/towing sign. I called the number on the sign which was for Bobby’s Towing and Recovery, LLC. I spoke to an older woman who answered the phone and indicated that the cost to redeem the vehicle would be \$225.00 plus tax, and that they only accepted cash. I called another friend who came and picked me up, drove me to an ATM, where I withdrew the necessary cash. I went to 248 Smith Street in

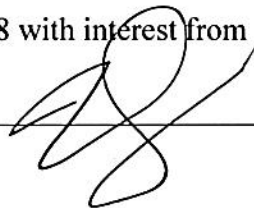
Poughkeepsie, paid the cash to the older woman I presume I spoke with, and retrieved my vehicle. I was unaware at the time of this transaction that the City of Poughkeepsie has a towing ordinance that limits the amount a tow company is permitted to charge for towing a vehicle.

4. In order to get my car out of private impound at Bobby's Towing, I was required to pay \$ 243.28. Bobby's Towing provided me with an itemized invoice which is attached hereto as Exhibit "1." The invoice provides the following breakdown of charges:

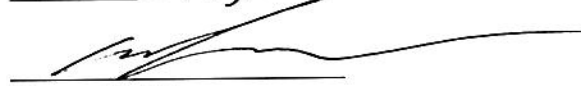
- a. Wrecker fee: \$150.00
- b. Winching: \$ 75.00
- c. Tax: \$ 18.28
- d. Total: \$243.28

5. I am informed by AAG Cheryl Lee that the City of Poughkeepsie has a towing ordinance, found at Chapter 13, Article XX of the City Ordinance. According to the Local Law, Section 13-311(j), "the maximum charge for the towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes." Bobby's Towing charged me \$150 for a wrecker fee and \$75.00 for winching - \$225.00, which is \$140.00 more than is permitted by statute.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, LLC and to secure a refund for me of \$ 243.28 with interest from January 22, 2019.



Sworn to before me this
25 of August, 2021



Notary Public

QIHANG YAO
NOTARY PUBLIC-STATE OF NEW YORK
No. D1YA6412727
Qualified in New York County
My Commission Expires 01-11-2025



TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540
 (845) 473-6090

200 730 940

NAME Jennifer Diane Eden		DATE 1/22/2019	
STREET 9 Hudson Harbour		TIME	
CITY Poughkeepsie	STATE NY	ZIP 12601	PHONE
YEAR & MAKE 2013 Hyundai Elantra	MODEL	COLOR	LICENSE NO.
UNIT NO.	V.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4.0	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: 51 Market St (Marshall & Sterling)			
TAKEN TO: 248 Smith St			
EXTRA SERVICE			
STORAGE FROM: TO: KPA <u>in full</u>			
STORAGE NO. DAYS		STORAGE AT PER DAY	
COMMENTS: NO permit permit parking only			
ITEM#	DESCRIPTION	PRICE	
	Wrecker Fee	150 00	
	Hook-Up Fee		
	Doby Fee ml. @ per ml.		
	Working Time hrs. @ per hr.		
	Waiting Time hrs. @ per hr.		
	Extra Labor hrs. @ per hr.		
	Remove Drive Line		
	Winching	75 00	
		225 00	
		18 28	
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	243 28
X <u>[Signature]</u>		TOTAL AMOUNT	

STATE OF NEW YORK)
)SS.: AFFIDAVIT
COUNTY OF DUTCHESS)

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL

DEC 7 2021

CLAIMS & LITIGATION
POUGHKEEPSIE OFFICE

Gus Emsies, being duly sworn, deposes and says:

1. I reside at Manchester Gardens in 7A Rhobella Drive, Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On December 03, 2020, my black 2006 Subaru Legacy was temporarily parked in front of my apartment complex. At the time, I had just been divorced and moved into Manchester Gardens which was my first time living in any sort of apartment complex. I had been only residing at Manchester Gardens for 2 months. This day, I ran upstairs to change my clothes while I left the vehicle on in front of the complex, as I was coming right back down. I am the registered owner of this vehicle. I was aware of a sign in the vicinity of that parking area that stated that there was no parking after 9:00am. However, I wasn't parking my car, merely standing in front of the building while I changed my clothing. Bobby's Towing camps their tow trucks out front of Manchester Gardens and starts towing cars at exactly 9:01am. They do not care about any persons situation or explanation and start towing cars immediately, regardless of the circumstances.
3. Right before 9:00am, I parked my car at that location to run upstairs and change my clothes and go back to work. The car was still open and running. I returned at 9:07am to retrieve my car when I came into contact with employees of Bobby's Towing attempting to tow my car. There was a tow truck driver and Bobby present.
4. I found my car being hooked onto the tow truck. I tried to speak with the driver and Bobby, who both would not speak to me. I asked them what they were doing and where they were going. I tried to explain that I was just running upstairs and coming back down. All they responded was, "I can't do anything." They were very hostile and

disrespectful. They did not want to hear what I had to say or negotiate. I asked for the car to be removed from the truck and asked where my car was being towed. I got no answer, except for instructions to find the phone number and address of the tow company on the sign outside of the apartment complex. I offered to pay money to have the car removed from the truck at Manchester Gardens, as I could not afford to have my car be towed to an undisclosed location and had no other way to pick it up from wherever Bobby was to take it. I had to get to work.

5. While I had left my vehicle standing in a location that had a sign stating there was no parking after 9:00am, the driver and Bobby could have listened to my situation, as I was not really parked. I understand that I was in a “no parking” zone, but was not even 10 minutes after 9:00am and, since I was present, and willing to move my car, they had no justification to hook my car up to their tow truck. Once I offered to move my car, the issue was resolved, and I even offered to pay them to release my vehicle, which they had no right to tow in the first place, since I was “standing” and not parked. Further, they were very disrespectful and neglected to help me in any way. I spent hours trying to find a way to get to my car, lost a whole day of work, and spent over \$300.00.
6. Bobby had the keys to my car as well, and my car suffered damage while in his possession and custody. The bumper was pulled off of my car as a result of Bobby’s Towing hooking up my car to the truck. I am fortunately a handyman and was able to fix it myself, but I don’t expect my vehicle to be damaged by an unjustified tow.
7. In order to get my car out of private impound at Bobby’s Towing, I was required to pay \$324.00. I also had to pay someone \$20.00 to take me to pick up my car. I was not verbally informed as to what the \$324.00 was for. I paid in cash and received an invoice stating there was a \$225.00 wrecker fee, \$75.00 administration fee, and \$24.00 tax.
8. I am informed by AAG Cheryl J. Lee that New York State Vehicle and Traffic Law Section 129 defines to park or parking as follows:
Means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
9. I hereby affirm that I was temporarily standing in front of

the building to run upstairs and change my clothing, and was present before the tow truck had even the opportunity to leave with my vehicle. Therefore, pursuant to New York State's Vehicle and Traffic Law, I wasn't "parked" at all, and the tow of my 2006 Subaru Legacy was contrary to New York Law.

10.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund of \$324.00 with interest from December 03, 2020.



Sworn to before me this
2 day of December, 2021

SA A Koch

Notary Public

STEVEN A. KOCH
NOTARY PUBLIC, STATE OF NY
NO. 01N06171995
QUALIFIED BY DUTCHESS COUNTY
COMMISSION EXPIRES 09/06/2023



TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12601
 (845) 473-6090

NAME Gus Emsies		DATE 12/3/2020	
STREET ZARhobella DR		TIME	
CITY Poughkeepsie	STATE	ZIP 12603	PHONE ETZ 5829
YEAR & MAKE 06 SUB	MODEL Lea	COLOR Black	LICENSE NO.
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: Manchester			
TAKEN TO: 248 Smith			
EXTRA SERVICE			
STORAGE FROM:	TO:	STORAGE NO. DAYS AT	PER DAY
COMMENTS: paid		ITEM#	DESCRIPTION PRICE
			Wrecker Fee 225 00
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
TIME FINISHED	TRUCK NO.		Extra Labor hrs. @ per hr.
TIME LOADED	DRIVER		Remove Drive Line
TIME ARRIVED	MILEAGE ENDING		admin 75 00
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		160.00
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
		Tax	24 00
		TOTAL AMOUNT	324 00

STATE OF NEW YORK)
)SS.: AFFIDAVIT
COUNTY OF DUTCHESS)

Indra Halladeen, being duly sworn, deposes and says:

1. I reside at 101 South Avenue, Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby’s Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On March 16, 2019, which was a Saturday, I stopped by my cousin’s apartment at Manchester Gardens on Rhobella Drive in Poughkeepsie to drop off a baby shower gift. Another of my cousins was having a baby shower that evening which I could not attend as I had to work. This was probably around noon as I had work later that day. I was only stopping in for a moment, so I parked my 2011 Toyota Corolla in front of the apartment building, put my hazard lights on, and literally ran up to my cousin’s apartment with the gift. I could not have been gone more than five minutes.
3. When I returned to my car, a Bobby’s Towing and Recovery, LLC truck was pulled up in front of my vehicle. My car was not yet hooked up to the tow truck at that point because there hadn’t been time. I ran over exclaiming that I was there, would move the car and Robert Scores, the owner, came at me from around the vehicle, yelling and cursing, berating me for parking my car in the “fire lane” (there were no markings of any kind to that effect). While he berated me, I was shaking and fearful, and his employee, a tall skinny male, proceeded to hook my car up to the tow truck. I cannot stress enough that when I arrived, my car was not yet connected to the truck.

4. At this point, Robert Scores was being so loud and abusive, and I was sobbing in fear, that my cousin's husband, Marcin Lizewski, came out to intervene. Robert Scores next turned his abuse on to Mr. Lizewski. Scores then indicated, after going back and forth with Mr. Lizewski, that he was going to "give me a break" but since my cousin's husband came out, "it is going up." He also indicated "I would have dropped it for you but since he came outside I'm taking it."
5. At that, Robert Scores and his employee left the scene, with my car in tow. Scores did not provide me with any information about where he was taking the car, or a contact number for me to call to obtain that information. I was beside myself because the car is my transportation back and forth to work. As I watched it being towed away, I realized the hazard lights were still on and became concerned the battery would die. Again, at no time did Mr. Scores provide me with a card or other information about where my car was being taken.
6. Although there was no information available to me – no signs in the area, no card from the tow driver – another cousin of mine had been towed by Bobby's Towing and Recovery, LLC and she gave me the address and phone number. As Robert Scores had been so over the top abusive toward me, I called my father, Vallis Halladeen, and asked him to accompany me to 248 Smith Street, Poughkeepsie, New York. I also had no idea how much it would cost me to get my car back and needed my father's financial support, as well.
7. My father and I went to the lot and were told to wait for Robert Scores to return. We waited for hours; I could see my car parked in the impound area with the hazards still on. My father and I waited several hours before Robert Scores decided to show up and he

charged me \$225.00 for a wrecker fee, \$65 for an administration fee, and \$23.50 ostensibly for "tax." A copy of the Tow Ticket connected to this transaction is attached hereto as Exhibit "1." In order to get my car out of private impound at Bobby's Towing, I was required to pay \$313.56, in cash. Before paying this amount, however, Robert Scores encouraged me, in the presence of my father, to contact my insurance company and claim I had been involved in an accident, and that Bobby's Towing and Recovery, LLC had responded to the scene of the accident, so that my insurance company would absorb a portion of the cost of the tow. I declined to commit insurance fraud, which is a crime, as Robert Scores suggested.

8. Shortly after recovering my car from Bobby's Towing and Recovery, LLC, I noticed a nick in my windshield that had not been there before the tow. At first I ignored it but over the next month, the nick became a crack which became a spider web of cracks such that the entire windshield needed to be replaced by Safelight on April 22, 2019. Thankfully, my insurance carrier, Geico, covered this expense, but it was nonetheless an unnecessary cost and inconvenience.
9. This is particularly so since there was no good cause for Robert Scores to tow my vehicle. I was not blocking any traffic, and no one from the apartment complex could have possibly called him to take my vehicle (I was not gone for it long enough for such a call to take place). Clearly, Robert Scores and Bobby's Towing and Recovery, LLC, were "cruising" the parking lot, looking for any excuse to tow a vehicle, in a predatory fashion.
10. Further, assuming that I was illegally parked in a fire lane or otherwise, I arrived back at the car before the tow was even necessary, and the car had even been connected to the tow truck, and would have moved it before any need arose. Nevertheless, Robert Scores

appeared to deliberately create a diversion, berating me and my cousin's husband, to distract me from driving away in my car, which I was free to do, and preventing the tow from taking place. He then charged me an exorbitant rate, for an unnecessary tow, with a \$65 "administration" fee that is just an apparent surcharge for no reason. He did not properly safeguard my vehicle, leaving the hazard lights on, draining my battery, and causing damage to my windshield which ultimately needed to be replaced.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$ \$313.56 with interest from March 16, 2019.



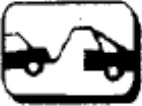
Sworn to before me this

16th of July, 2021



Notary Public

THELMA S BRITOS DEVLIN
Notary Public, State of New York
No. 01BR6343783
Qualified in Dutchess County
Commission Expires June 20, 2024



TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540
 (845) 473-6090

NAME INDRA HALLADEEN		DATE 3/16/2019	
STREET 101 South Av		TIME	
CITY Poughkeepsie NY	STATE NY	ZIP 12001	PHONE
YEAR & MAKE TOYOTA	MODEL COLINA	COLOR GRAY	LICENSE NO. [REDACTED]
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: to RhoBelton Dr.			
TAKEN TO: 248 Smith St			
EXTRA SERVICE			
STORAGE FROM:	TO:	NO. DAYS AT	STORAGE PER DAY
COMMENTS: PAID IN FULL		TEMP	DESCRIPTION PRICE
			Wrecker Fee 225.00
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
			Extra Labor hrs. @ per hr.
			Remove Drive Line
			Admin. 65.00
			23.50
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
[Signature]			313.56
		TOTAL AMOUNT	

STATE OF NEW YORK

)

)SS.:

AFFIDAVIT

COUNTY OF DUTCHESS

)

Junaid Iqbal, being duly sworn, deposes and says:

1. I reside at 20 Pawan Circle, Lake Katrine, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On January 25, 2019, a little after 12:00 in the afternoon, my father and I were in the City of Poughkeepsie in furtherance of our business. We were in a 2018 black Jeep Cherokee with is registered in my father's name, Jawaaid Iqbal.
3. My father and I are Muslim, so we parked in the parking lot of Kennedy's Chicken located at 472 Main Street in the City of Poughkeepsie, New York at around 12:15 p.m. to pray at the Mosque nearby. I was aware of a sign in the vicinity of that parking area that stated that unauthorized parked cars would be towed by Bobby's Towing and Recovery; however, my father had an arrangement with the owner of Kennedy's Chicken permitting him to park in the lot on Fridays at our hour of prayer, so we were authorized to the use the lot for this purpose.
4. At approximately 12:30 p.m. we returned to the lot located at 472 Main Street, in the City of Poughkeepsie, New York. We were not gone more than 15 minutes; however, when we returned, the Jeep was missing from the lot. Mystified, we entered the Kennedy Chicken store and asked the owner if he knew what had happened to the car. He informed my father and I that Bobby's Towing had taken the car. At that point, a

Caucasian woman, the owner of the building, not the owner of the restaurant, interrupted him and told us that parking was only for customers, and that the sign said no parking.

5. My father and I traveled to 248 Smith Street, also in the City of Poughkeepsie, the location of Bobby's Towing and Recovery, in an attempt to redeem our vehicle. While there, Robert Scores was extremely rude and aggressive toward my father, which was alarming to me, not just because it was disrespectful, but also because my father had suffered a heart attack not long before this incident. When my father tried to explain to Mr. Scores that we had parked in the lot by prearrangement so that we could attend our religious services, Mr. Scores interrupted him, cursing, "Didn't you read the fucking sign?" Robert Scores demanded \$500 immediately to release the vehicle. Specifically, he stated "Give me my money right now and go do what you have to do with your little turban community."
6. All the while that Scores was cursing at my father, and demanding this exorbitant amount of money to release our vehicle, which we had permission to park in that location, Scores had a large dog barking aggressively at us. The entire situation was stressful and coercive, insulting and racist in the extreme. My father nevertheless had no choice but to pay Mr. Scores the \$500 so that we could receive our car back.
7. AAG Cheryl J. Lee has provided me with a copy of the Tow Ticket associated with the January 25, 2019 incident, which is attached hereto as Exhibit "1." Although my father was forced to pay \$500 by Robert Scores, the Tow Ticket does not reflect this charge! Rather, according to the attached ticket, the charge was \$150 for a "wrecker fee," \$75.00 for "winching," and tax of \$18.28, for a total of \$243.28.

8. I am informed by Assistant Attorney General Cheryl Lee that the City of Poughkeepsie has a Towing Ordinance found in the City Code at Chapter 13, entitled Motor Vehicles and Traffic, Article XX, Towing of Vehicles from Private Property. Pursuant to that ordinance, at Section 13-311, Towing of Vehicles Improperly parked on private property, subsection (j), : “the maximum charge for towing of vehicles shall be \$60.00, plus a hook-up fee of \$25.00...” Thus, we were overcharged by \$415.00, as my father paid \$500, cash, and not \$243.28, as set forth in the Tow Ticket. Furthermore, pursuant to subsection (l) of the same section, provides “An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner **shall allow a waiting period of not less than 20 minutes between arrival of the tow vehicle at the location from which a vehicle is to be towed and the physical connection of an apparatus to the vehicle to be towed for the purpose of commencing the towing.**” This provision was not followed in this circumstances as we were not gone more than 15 minutes from the vehicle when we found it had been towed.
9. Additionally, we DID have permission to park in the lot. Since the date of this incident, whenever my father and I are in Poughkeepsie on business, we choose not to park in the City of Poughkeepsie, because we are afraid this predatory towing operator, Robert Scores, will tow our car again, without cause. We instead park in Wappingers Falls, New York.
10. Now when I see a tow truck, I am worried that I will be subject to an unfair tow. This is not how it should be, in my opinion. Rather, it should be that people look to tow operators for assistance in times of need – when there is a car break down, after an accident – rather than as enforcers of private parking ordinances that are unfair, arbitrary

and unjustly administered by a civilian such as Robert Scores, for his personal profit, and with no logical association to any legitimate interest in keeping roadways cleared or parking lots free for customers of various establishments.

11. In order to get our car out of private impound at Bobby's Towing, We were required to pay \$500.00, which is \$415.00 more than the amount allowable pursuant to law.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$ 415.00 with interest from January 25, 2019.



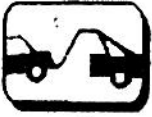
Sworn to before me this

July of 20, 2021



Notary Public

SALMAN AFZAL
Notary Public - State of New York
NO. 01AF6339277
Qualified in Ulster County
Commission Expires Mar 28, 2024



TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540
 (845) 473-6090

875-508-598

NAME <i>Fogal, Janis</i>		DATE <i>01/25/2019</i>	
STREET <i>20 Pawing Cir</i>		TIME <i>12:30pm</i>	
CITY <i>LAKE NATIQUA NY 12488</i>	STATE	ZIP	PHONE
YEAR & MAKE <i>2018 Jeep</i>	MODEL <i>Cherokee</i>	COLOR <i>Black</i>	LICENSE NO. XXXXXXXXXX
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: <i>472 Main St - (Kennedy)</i>			
TAKEN TO: <i>248 Smith St.</i>			
EXTRA SERVICE			
STORAGE FROM:	TO:	NO. DAYS	STORAGE AT PER DAY
COMMENTS: <i>No permission to park in lot.</i>		ITEM#	DESCRIPTION PRICE
			Wrecker Fee 150.00
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
			Extra Labor hrs. @ per hr.
			Remove Drive Line
			<i>Winching 75.00</i>
			<i>225.00</i>
			<i>tax 18.28</i>
			DAY-OUT
			TOTAL AMOUNT 243.28

Registered in dad's name.

I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.
 X *[Signature]*

STATE OF NEW YORK
COUNTY OF DUTCHESS

)
)SS.:
)

AFFIDAVIT

Robert L. Johnson, being duly sworn, deposes and says:

1. I reside at 21 Smith Street, Apartment 1, Poughkeepsie New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On October 6, 2021, I was in City Court because my landlord had filed an eviction proceeding against me. Because of habitability issues with my apartment, I was abating my rent payments – the ceiling in my apartment is falling down, and there are vermin issues. I am disputing the validity of the eviction; however, because there was an eviction moratorium in place at the time I was in court, the proceeding was dismissed on that date.
3. For several months, I had had my red Honda CRV legally parked on the property, as did several other residents. Although there is a sign in the vicinity of the vehicle indicating that parking was for permitted cars only, I had been living in the building for several months, and never had a problem before.
4. The day after the court dismissed the eviction proceeding filed by my landlord, however, I discovered the car had been towed by Bobby's Towing and Recovery, LLC. This was on October 7, 2021. I distinctly remember that tow was accomplished on this date because it appeared to be in retaliation for the eviction dismissal. The landlord has done other things to try to constructively evict me, including, without limitation, turning off

my fuse box so I didn't have power. In any event, attached hereto is a copy of the tow ticket issued to my Bobby's Towing and Recovery, LLC, marked as Exhibit "1."

5. The same day the car was towed, I called Robert Scores of Bobby's Towing and Recovery, LLC, to ask how it would be possible to redeem my vehicle. Robert Scores treated me rudely, refused to tell me how much it would cost to redeem my vehicle, and hung up on me. Thereafter, I tried to contact him multiple times via call and text message but he ignored me, and blocked my phone number. Attached hereto as Exhibit "2" is the content of a text message I sent to Robert Scores on October 8, 2021, a day after the car was towed, trying to redeem it.
6. Ultimately, Robert Scores would not allow me to redeem the vehicle; instead, my mother had to present herself at 248 Smith Street and pay Robert Scores \$308.51 in cash. Because Robert Scores refused to allow me to redeem my vehicle, he charged my mother four days of storage, at \$50 per day, and thereby inflated the tow bill from \$85.00 to \$285 (plus tax)!
7. The tow of my vehicle was done in a retaliatory fashion and in furtherance of an attempt by my landlord to constructively evict me from my apartment. My vehicle was NOT parked illegally; additionally, even if it was, I was ready, willing and able to redeem the vehicle the same day it was towed. Robert Scores deliberately drove up the cost of the tow by holding my vehicle hostage, and accumulating unjustified storage charges, by refusing to take my calls, inform me of the cost of the tow, or otherwise facilitate the redemption of my vehicle.
8. WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing

and Recovery , and to secure a refund for me of \$ 308.51 with interest from October 12,
2021.

Robert L. Johnson

Sworn to before me this

41 of April 2022
28

Deloris D Whitted

Notary Public

DELORIS D WHITTED
Notary Public - State of New York
NO. 01WH6179352
Qualified in Dutchess County
My Commission Expires Dec 24, 2023



TOW TICKET



Bobby's Towing & Recovery LLC

248 Smith Street
Poughkeepsie, NY 12601

420 045 002 (845) 473-6090

NAME ROBERT JOHNSON		DATE 1 / 20	
STREET 21 SMITH ST APT 1		TIME	
CITY POUGHKEEPSIE NY	STATE NY	ZIP 12601	PHONE
YEAR & MAKE 2007 Honda	MODEL CRU	COLOR Red	LICENSE NO.
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION:			
TAKEN TO:			
EXTRA SERVICE			
STORAGE FROM:	TO:	STORAGE NO. DAYS 4 AT 50 PER DAY	200
COMMENTS:		ITEM#	DESCRIPTION
			PRICE
			Wrecker Fee
			85.00
			Hook-Up Fee
			Dolly Fee
			mi. @ per mi.
			Working Time
			hrs. @ per hr.
			Waiting Time
			hrs. @ per hr.
TIME FINISHED	TRUCK NO.		Extra Labor
			hrs. @ per hr.
TIME LOADED	DRIVER		Remove Drive Line
TIME ARRIVED	MILEAGE ENDING		
TIME DISPATCHED	MILEAGE START		
			285.00
TOTAL TIME HRS.	TOTAL MILES MI.		
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	23.51
X <i>Robert Johnson</i>			308.51
		TOTAL AMOUNT	



B

Bobbys Towing Owner ▾



audio



FaceTime



info

Text Message

Fri, Oct 8, 9:53 PM

Hi sir. I'm calling to pick up my car. This is 21 smith street. You hung up on me and I do not know where you're located. Sorry for being angry. My car was stolen. Put yourself in my shoes.



Text Message



STATE OF NEW YORK
COUNTY OF DUTCHESS

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)SS.:
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AFFIDAVIT

Ebonee Nash, being duly sworn, deposes and says:

1. I reside at 15 South Hamilton Street, Apt. 3G, Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On February 12, 2021, I was operating my friend, Iman McPhee's, blue Nissan Sentra to run errands, including grocery shopping. Ms. McPhee and I are close friends, both single mothers and help each other out in any way we can. When I returned home from shopping, I left the car in the loading area within the gated parking lot of my building, with my purse and groceries inside the vehicle, to run quickly upstairs to use the rest room in my apartment. I am aware that parking for a period of 15 minutes is permitted in that vicinity, to unload packages and passengers, because in August 2020 the management company, 360 Property Management, sent a letter to all tenants to that effect. A copy of that letter is attached hereto as Exhibit "1."
3. I was in my apartment for six minutes in total. I am aware of this exact time period because I have a "Ring" camera on my front door and app on my phone that recorded my entry and exit as I used the facilities in my apartment, which I reviewed after the below incident occurred. I entered my apartment at 14:42:13 and exited at 14:48:29. I have provided AAG Cheryl Lee with copies of the subject Ring video and same can be provided to the Court upon request.

4. When I returned to the lot, I witnessed Robert Scores of Bobby's Towing starting to hook my car up to his tow truck! I began to run toward the car, calling out that I was present and would move the vehicle, but he didn't listen to me; instead, he called me a "bitch," and told me to get the "fuck" out of his way, and even laid his hands on me and pushed me! Robert Scores must've been watching from either Cannon Street or on S. Hamilton St. to get there as quickly as he did, in essence, prowling the lot for a tow. When I went upstairs, he was nowhere to be seen...and then after six minutes, I came downstairs and Iman's car was already hooked up to his truck.
5. Robert Scores towed the car away with my purse, my coat (it was February and bitterly cold out) as well as my groceries. I didn't have time to ask him for my purse in the car because he literally took off with the car. He didn't give me a card as to where the car would be or any other explanation or paperwork, he just got in his truck and left after he shoved me out of the way. In the middle of me briefly pleading with him, he also called me a B****. I did happen to have my phone on me, however, it died in the middle of all of this. After the car was taken, I first walked over to 360 Property Management and they told me where the car would be. Then from 360 Property Management, I walked all the way to Bobby's towing (in the freezing cold...and as stated, my heavier jacket was also in the car, I can be seen wearing nothing but a jean jacket in the Ring video). When I finally got to Bobby's towing, my phone died, so I had to use an older lady's phone who was parked across the street at the Smith Street projects. As I was using her phone she also told me that this is what he does and that my cries would fall on deaf ears.
6. My father came to assist me and also to accompany me to the towing shop located at 248 Smith Street, in the City of Poughkeepsie. Robert Sores was so much nicer as well

because I bought a male with me... I felt so violated by Bobby, that I had to have another male's energy around me when going around Bobby again. It was uncanny the way he acted when my dad was around, I was completely dumbfounded! Women should not be put in fear of a male tow truck driver by being harassed, pushed and cursed at.

7. Once inside the shop, I was told by Robert Scores himself and in my father's presence that if I wanted, he could indicate on the tow ticket that the tow was for a "jump, possible tow" instead of for a parking violation, and in that way, I could submit the bill to my insurance company and get reimbursed for a roadside assistance call. I was aghast that he would suggest such a thing! He essentially advised me to commit insurance fraud. He told me the cost of the tow and that he only accepted cash. It was shocking how Robert Scores' demeanor and attitude changed when I was accompanied by a male relative, as opposed to his violent reaction to me outside of my apartment. He even allowed me to retrieve my belongings at this point because he stated he was closing his shop at 5 and I would need to come the next day for my car and I indicated that I could not get the money to pay him unless I had my wallet.
8. My father took me to the ATM where I withdrew \$200. When I returned with the money the next day, Robert Scores was gone, but another employee, an older white male, explained again how to commit the insurance fraud – to call the insurance company, tell them you needed a tow because you ran out of gas or had a flat tire, and that you had called Bobby's Towing and Recovery for help. Needless to say, I had no intention of doing any such thing, and did not.
9. I paid for the tow and was then told, AFTER I paid, that because I wasn't the registered owner, they could not release the car to me, but rather, it had to be released to Iman

McPhee, who was the owner. Iman who had been kind enough to lend me her car in the first place, was thus further inconvenienced by having to come to the shop and retrieve her car – and the employee did not even ask her for her ID, he just released it to her with no questions asked!

10. After paying for the tow, I was provided with the attached tow ticket, Exhibit “2” hereto. I note primarily that instead of indicating he towed my car for being parked in the “fire lane,” Robert Scores indicated on the ticket, under the “comments” section, “jump, pos. tow to shop” in furtherance of his suggestion that I commit insurance fraud.

Furthermore, the ticket indicates as follows:

Wrecker Fee	\$85.00
Winching	\$75.00
Tax	\$13.20
Total	\$173.20

11. I am informed by Assistant Attorney General Cheryl Lee that the City of Poughkeepsie has a Towing Ordinance found in the City Code at Chapter 13, entitled Motor Vehicles and Traffic, Article XX, Towing of Vehicles from Private Property. Pursuant to that ordinance, at Section 13-311, Towing of Vehicles Improperly parked on private property, subsection (j), : “the maximum charge for towing of vehicles shall be \$60.00, plus a hook-up fee of \$25.00...” Thus, I was overcharged by \$75.00. Furthermore, pursuant to subsection (l) of the same section, provides “An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner **shall allow a waiting period of not less than 20 minutes between arrival of the tow vehicle at the location from which a vehicle is to be towed and the**

physical connection of an apparatus to the vehicle to be towed for the purpose of commencing the towing.” This provision was not followed in this circumstance as I was not gone more than 6 minutes from my vehicle when I discovered Robert Scores trying to tow it. Furthermore, the towing ordinance provides at subsection (f):

Except for tows authorized by the Police Department, **it shall be unlawful for a towing company operator to tow a vehicle if the owner or operator of the vehicle appears at the scene prior to the vehicle being connected to any apparatus of the tow truck, requests the towing company operator not to tow the vehicle and is willing and able to correct the condition warranting the tow.** The towing company operator shall be entitled to a hook-up fee not to exceed \$25 if the vehicle is connected to any apparatus for towing, provided that the tow truck has not exited the premises and entered onto the public street. The tow truck operator shall not be permitted to charge any fee to the vehicle owner or operator unless the owner or operator is the one who requested the towing services.

12. I am informed by AAG Cheryl J. Lee that New York State Vehicle and Traffic Law Section 129 defines to park or parking as follows:

Means the standing of a vehicle, whether occupied or not, **otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.**

13. I was present when Robert Scores towed my vehicle, and was offering to move it. He cursed at me and pushed me out of the way, in violation of the City of Poughkeepsie Towing ordinance. I was not gone from my vehicle for the requisite 20 minutes and furthermore, was not even technically parked, since the vehicle was just standing and I was running upstairs back and forth to unload groceries and use the rest room. The towing of my friend Iman McPhee’s vehicle from in front of my home was completely illegal, an affront to my dignity and a danger to my health and welfare.
14. WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby’s

Towing and Recovery , and to secure a refund for me of \$173.20 with interest from
February 12, 2021.

Eboneé NASH

Sworn to before me this

25 of January 2022

Janica K. Buter
Notary Public





August 7, 2020

All Residents - Behrends' Court
15 S. Hamilton Street
Poughkeepsie, NY 12601

Re: Safety and Security

Dear Tenants,

We must all work together to keep our community safe for everyone. To assist us in this endeavor, we ask that you review and observe the following rules and regulations.

- There is no parking in the Fire Lane. Any vehicle left in the fire lane for longer than 15 minutes will be towed. Additionally, please only park in the tenant lot if you are assigned. To get on the waiting list for parking, or to learn more information about additional parking options, please contact management.
- Per the NYS fire code, no grills of any sort are allowed in the courtyard or balconies. The area adjacent to the tenant lot is designated for grilling.
- Tenants are not permitted to leave items/furniture in the courtyard. If you have items in the courtyard, they need to be removed immediately, or they will be considered abandoned property and removed.
- Tenants are assigned unique door and gate access codes. It is imperative that your code be used only for yourself. If you would like a unique delivery code that will allow delivery people to bring packages to your door, please contact management. Additionally, please ensure all doors are closed behind when entering or exiting the complex.

We greatly appreciate your assistance in these matters. Violations of these rules may result in violation notices, fines, and non-renewal of your lease.

If you have additional questions, comments, or concerns, please do not hesitate to contact me.

Thank you in advance for your cooperation.

As Agent,

A handwritten signature in black ink that reads "Nate Bodon".

Nate Bodon, Property Manager
360 Property Management
297 Mill Street | Poughkeepsie, NY 12601
(845) 454-7700



TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12601
 (845) 473-6090

NAME: <u>Iman McPhce</u>		DATE: <u>2/12/2021</u>	
STREET: <u>208 S Cherry St #2</u>		TIME:	
CITY: <u>Poughkeepsie, NY</u>	STATE: <u>NY</u>	ZIP: <u>12601</u>	PHONE:
YEAR & MAKE: <u>2015 KIA</u>	MODEL: <u>CONTE</u>	COLOR: <u>Blue</u>	LICENSE NO.: <u>HJE 3754</u>
UNIT NO.:	V.I.N.:	REPAIR ORDER NO.:	PURCHASE ORDER NO.:
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.:
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: <u>175 Hamilton</u>			
TAKEN TO: <u>248 Smith St</u>			
EXTRA SERVICE:			
STORAGE FROM: TO:		STORAGE NO. DAYS AT PER DAY	
COMMENTS: <u>JUMP Pos. tow to Shop.</u>		PRICE	
<u>Paid</u>		ITEM#	DESCRIPTION
			Wrecker Fee 35.00
			Hook-Up Fee
			Dolly Fee
		mi. @	per mi.
		Working Time hrs. @	per hr.
		Waiting Time hrs. @	per hr.
TIME FINISHED		Extra Labor hrs. @ per hr.	
TRUCK NO.		Remove Drive Line	
TIME LOADED		DRIVER	
TIME ARRIVED		MILEAGE ENDING	
TIME DISPATCHED		MILEAGE START	
TOTAL TIME HRS.		TOTAL MILES MI.	
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
<u>x I. McPhce</u>		<u>+ tax 13.20</u>	
		TOTAL AMOUNT 123.00	

STATE OF NEW YORK
COUNTY OF ULSTER)

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)SS.:

AFFIDAVIT

Anthony Pettway, being duly sworn, deposes and says:

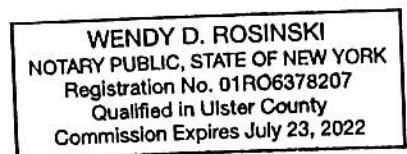
1. I reside at 1775 Route 9W, Lake Katrine, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. The undersigned is a stroke victim and the holder of a handicap sticker that allows me to park in designated spaces for persons within disabilities. See Exhibit "1" hereto. For several months in 2019, including March, I was staying with my mother, who has Alzheimer's disease, to assist with her day to day care, as she was ill. At that time, my mother lived in the Rip Van Winkle Apartments in the City of Poughkeepsie, New York. During this time period, I spoke with the management office at the Rip Van Winkle Apartments and explained my disability, made them aware that I possessed a handicap parking sticker and that I would be staying with my mother temporarily. The office staff indicated that I was permitted to park in the handicap spot during my stay, without a permit.
3. Nevertheless, on three separate occasions, Robert Scores as owner and operator of Bobby's Towing and Recovery, LLC towed my cars three (3) times, despite knowing that I had permission to park in that spot and possessed a handicap sticker. I recall that I expended approximately \$750 to redeem my vehicles over the course of that time period.

4. On one specific occasion, March 6, 2019, my 2007 Suzuki SDSD was parked in the designated handicapped space at the Rip Van Winkles Apartments and towed by Robert Scores at 1:45 p.m. I was the registered owner of this vehicle at that time. Attached hereto as Exhibit "2" is a copy of the Tow Ticket related to this tow.
5. I went to Bobby's Towing and Recovery, LLC at 248 Smith Street and pointed out to him I had a sticker and permission to park from the complex office. Robert Scores still charged me a wrecker fee of \$125.00, as well as \$100 for storage. I was also charged \$10.16 for tax. My car was thereafter towed two more times; it appears that Robert Scores was LOOKING for my car to tow it.
6. In order to get my car out of private impound at Bobby's Towing, I was required to pay \$235.16. I am informed by AAG Cheryl Lee that the City of Poughkeepsie has a Towing Ordinance that limits the cost of each tow to \$85.00, plus applicable taxes. As I indicated above, I was towed two more times; I paid approximately \$750 in total for all tows. Pursuant to the City of Poughkeepsie's Tow Ordinance, the total amount Robert Scores and Bobby's Towing and Recovery, LLC were permitted to charge me for all tows was \$255.00. In addition, my car was legally and permissibly parked.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$ 750.00 with interest from March 6, 2019.



Sworn to before me this 9th of August 2021
Wendy D. Rosinski





NEW YORK
STATE OF
OPPORTUNITY

Department of
Motor Vehicles

MV-664 (1/17)



4653869

- JAN
- FEB
- MAR
- APR
- MAY
- JUN
- JUL
- AUG
- SEP
- OCT
- NOV
- DEC

NOT TRANSFERABLE

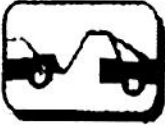


- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024

2022
7600

City/Poughkeepsie
(845) 451-4200

REMOVE FROM REARVIEW
MIRROR WHEN DRIVING



TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540 12601
 (845) 473-6090

650885760

NAME Anthony Pettway		DATE 3/6/2019																																					
STREET 1775 Rt 9 W		TIME 1:45 pm																																					
CITY Lake Katrine NY	STATE NY	ZIP 12449	PHONE [REDACTED]																																				
YEAR & MAKE 2007 Suzuki	MODEL 40SD	COLOR Black	LICENSE NO. [REDACTED]																																				
UNIT NO.	V.I.N. KL5JD5624	REPAIR ORDER NO.	PURCHASE ORDER NO.																																				
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE <input type="checkbox"/> YES 40 <input checked="" type="checkbox"/> NO	TARIFF NO.																																				
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED																																						
PICKUP LOCATION 10 Rinaldi Blvd (38) parking label (RIP)																																							
TAKEN TO: 248 Smith St. (Pd in Rev)																																							
EXTRA SERVICE																																							
STORAGE FROM: 3/6/19 TO: 3/8/19		STORAGE NO. DAYS 3 AT \$50.00 PER DAY 150.00																																					
COMMENTS parked in handicap w/o a handicap sticker on permit. Parked in permit parking only. No permit. Section 13-1309.7, I-2005, 1220-2004, 5		<table border="1"> <thead> <tr> <th>ITEM#</th> <th>DESCRIPTION</th> <th>PRICE</th> </tr> </thead> <tbody> <tr> <td></td> <td>Wrecker Fee</td> <td>125 00</td> </tr> <tr> <td></td> <td>Hook-Up Fee</td> <td></td> </tr> <tr> <td></td> <td>Dolly Fee ml. @ per ml.</td> <td></td> </tr> <tr> <td></td> <td>Working Time hrs. @ per hr.</td> <td></td> </tr> <tr> <td></td> <td>Waiting Time hrs. @ per hr.</td> <td></td> </tr> <tr> <td></td> <td>Extra Labor hrs. @ per hr.</td> <td></td> </tr> <tr> <td></td> <td>Remove Drive Line</td> <td></td> </tr> <tr> <td></td> <td>Tax</td> <td>10 16</td> </tr> <tr> <td></td> <td>Subtotal</td> <td>135 16</td> </tr> <tr> <td></td> <td>$150 - 50 =$</td> <td>100 00</td> </tr> <tr> <td></td> <td>Discounted PAY-OUT</td> <td>235 16</td> </tr> </tbody> </table>		ITEM#	DESCRIPTION	PRICE		Wrecker Fee	125 00		Hook-Up Fee			Dolly Fee ml. @ per ml.			Working Time hrs. @ per hr.			Waiting Time hrs. @ per hr.			Extra Labor hrs. @ per hr.			Remove Drive Line			Tax	10 16		Subtotal	135 16		$150 - 50 =$	100 00		Discounted PAY-OUT	235 16
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	Discounted PAY-OUT	235 16																																					
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.																																							
X Anthony Pettway		TOTAL AMOUNT																																					

STATE OF NEW YORK
COUNTY OF ^{Orange} ~~DUTCH~~ESS

)
)SS.:
)

AFFIDAVIT

Nestor Rodriguez, being duly sworn, deposes and says:

1. I reside at 306 Oak Lane, Newburgh, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. Tragically, my wife passed away on October 21, 2020. Her funeral was held on October 29, 2020, and afterward, I hosted a family luncheon at the Milanese Restaurant, which is located on Main Street in the City of Poughkeepsie. I drove my gray Acura, bearing New York registration FST-6306, to the restaurant. I am the registered owner of this vehicle. The parking lot for the Milanese Restaurant was full, so I parked in a lot nearby the restaurant, directly across the street. At the time I parked there, I did not see the sign about permit parking and towing. Several of my guests also were obliged to park in the lot I parked in, located at 110 Main Street, including my brother, Getulio Rodriguez, who parked his beige Toyota Forerunner at the same location as did at least two luncheon attendees.
3. The luncheon lasted approximately 2 hours. When I returned, I found my Acura was missing as was my brother's Toyota, and my friend Rob Miller's car as well. I couldn't imagine what had happened to our cars, so, to the best of my recollection, I went into the building to inquire if anyone had seen anything. It was then that I learned that the cars had been towed! It was a very specific towing too; ONLY those vehicles that had been parked for my luncheon had been removed.

4. After learning that Bobby's Towing and Recovery, LLC had taken our vehicles, I went to 248 Smith Street in Poughkeepsie, and had words with the owner, Robert Scores. To say that I was infuriated is an understatement. To tow four cars in quick succession, all from the same party in a neighboring restaurant, in a two-hour period, was too coincidental to be accidental. Someone must have been patrolling or surveilling the lot to have so specifically honed in on the four related cars. I told Robert Scores as much, that it was a racket, to tow so many vehicles, on such a day as that – the occasion of my wife's funeral! Robert Scores was belligerent, rude, not sympathetic to the circumstance, and insisted on cash payment immediately to release the four vehicles he had impounded. He stated that Milanese Restaurant customers were not permitted to park in the lot at 110 Main Street, so it was clear that our cars were towed for parking in private lot in the City of Poughkeepsie.
5. Because I had invited my friends and family to the restaurant, I felt obligated to pay for the release of their vehicles. Robert Scores charged us \$175.00 for each vehicle to be released - \$85 for a "wrecker" fee, \$75.00 for "winching," and \$14.00 for tax (even though this adds up \$174.00, the total amount demanded was \$175.00.) I went to an ATM, withdrew the money and paid Robert Scores \$525.00 in cash to have my car, my brother's car, and Rob Miller's car released. A fourth member of our party was also towed but he paid for his own vehicle to be released. Attached hereto as Exhibit "1" and "2" are the tow tickets provided to me and my brother in connection with the tow of our vehicles. I do not have a copy of Rob Miller's tow ticket, and I am informed by ADA Cheryl Lee that although she subpoenaed all tow tickets from Bobby's Towing and

Recovery, LLC for the time period that our cars were towed, she was not provided with a ticket related to the tow of Mr. Miller's car.

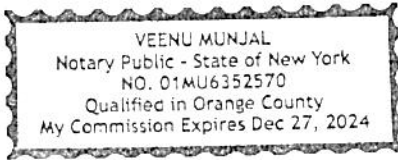
6. After I paid for the cars to be released, Robert Scores informed me that I could submit the tow bills to our insurance companies to claim reimbursement – even though he clearly towed our cars, not for mechanical difficulties, or from the scene of an accident, but for allegedly being illegally parked! He also neglected to put the justification for the tow of our cars on our tow tickets, leaving the “comment” section blank. This just reinforced my belief that the entire situation was a bad faith, money making scheme.
7. I was unaware at the time of this transaction that the City of Poughkeepsie has a towing ordinance that limits the amount a tow company is permitted to charge for towing a vehicle from a private lot. I am informed by AAG Cheryl Lee that the City of Poughkeepsie's towing ordinance is found at Chapter 13, Article XX of the City Ordinance. According to the Local Law, Section 13-311(j), “the maximum charge for the towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes.” Bobby's Towing charged me \$85 for a wrecker fee and \$75.00 for winching - \$175.00 for each tow, which is \$76.00 per tow more than is permitted by statute. Also, he tried to disguise the purpose of the tow, by failing to put the reason for the tow on our tow tickets, and also by encouraging us to commit insurance fraud and seeking reimbursement from our insurance companies, in a blatant attempt to circumvent the towing ordinance.

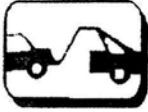
WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, LLC and to secure a refund for me of \$ 228.00 with interest from October 29, 2020.


NESTOR RODRIGUEZ

Sworn to before me this
15th of March, 2022


Notary Public





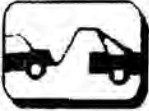
TOW TICKET



Bobby's Auto Repair & Collision, Inc.

248 Smith Street
Poughkeepsie, NY 12601
(845) 473-6090

NAME <i>Nestor Rodriguez</i>		DATE <i>1 / 20</i>	
STREET <i>306 Oak Ln</i>		TIME	
CITY <i>Newburgh NY</i>	STATE <i>NY</i>	ZIP <i>12550</i>	PHONE <i>917-6131327</i>
YEAR & MAKE <i>ACURA</i>	MODEL	COLOR <i>gray</i>	LICENSE NO. <i>FST-6306</i>
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: <i>110 Main St</i>			
TAKEN TO: <i>248 Smith St</i>			
EXTRA SERVICE			
STORAGE FROM: TO:		NO. DAYS AT	PER DAY
COMMENTS: <i>[Signature]</i>		ITEM#	DESCRIPTION PRICE
			Wrecker Fee <i>85.00</i>
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
			Extra Labor hrs. @ per hr.
TIME FINISHED	TRUCK NO.		
TIME LOADED	DRIVER		
TIME ARRIVED	MILEAGE ENDING		
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		<i>Winch. 75.00</i>
			<i>63</i>
			<i>160.00</i>
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
<i>[Signature]</i>		<i>Tax</i>	<i>14.00</i>
		TOTAL AMOUNT	<i>175.00</i>



TOW TICKET



Bobby's Auto Repair & Collision, Inc.

248 Smith Street
Poughkeepsie, NY 12601
(845) 473-6090

NAME <i>Getulio Rodriguez</i>		DATE <i>10/29/2020</i>	
STREET <i>20 Wellesley Rd.</i>		TIME	
CITY <i>Bloomington</i>	STATE <i>NY</i>	ZIP <i>12721</i>	PHONE <i>845-667-2667</i>
YEAR & MAKE <i>TOYOTA</i>	MODEL <i>4Runner</i>	COLOR <i>Beige</i>	LICENSE NO. <i>11PU-3085</i>
UNIT NO. <i>1</i>	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: <i>110 MAIN ST</i>			
TAKEN TO: <i>248 SMITH ST</i>			
EXTRA SERVICE			
STORAGE FROM:	TO:	NO. DAYS AT	PER DAY
COMMENTS: <i>[Signature]</i>		ITEM#	DESCRIPTION
			PRICE
			Wrecker Fee <i>85.00</i>
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
TIME FINISHED	TRUCK NO.		Extra Labor hrs. @ per hr.
TIME LOADED	DRIVER		Remove Drive Line
TIME ARRIVED	MILEAGE ENDING		<i>winch</i> <i>75.00</i>
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		<i>160.00</i>
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
<i>[Signature]</i>			<i>FAX</i> <i>4.00</i>
<input checked="" type="checkbox"/>		TOTAL AMOUNT <i>175.00</i>	

STATE OF NEW YORK)
)SS.: AFFIDAVIT
COUNTY OF DUTCHESS)

Nancy Ann Stokes, being duly sworn, deposes and says:

1. I reside at 6 Nancy Aleen Drive, Wappingers Falls, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On January 28, 2019, my daughter, Andrea Stokes, was visiting friends in the City of Poughkeepsie, New York, and operating my 2017 Nissan Altima. I am the registered owner of this vehicle. At the time of this incident, my daughter was 18 years of age.
3. Sometime that evening, I received a call from Andrea, who was very upset. When she had left her friend's house to return to her vehicle that evening, she found the car missing from the lot. I tried to calm her down, and instructed her to go back inside to her friend's house, call the police, or find the number for the tow company, and locate the car ASAP.
4. Andrea called me and informed me she had located the car, at Bobby's Towing & Recovery, LLC, and that she had arranged for the owner to meet her at the shop so that we could recover the vehicle. I drove to the City of Poughkeepsie, collected Andrea, and we drove to 248 Smith Street, where the car was being stored behind a chain link fence. It was dark, and somewhat isolated. I told Andrea to call the towing company and let them know we were there. After waiting an hour, I called the City of Poughkeepsie police, and they arrived to wait with us. I instructed Andrea to call the tow company

dispatcher again and inform them that we were still waiting and that the police were there; she did.

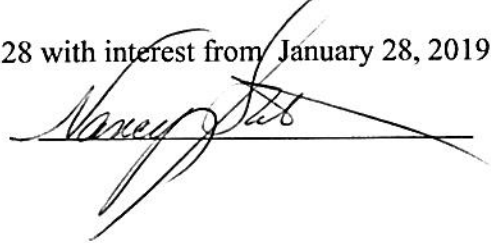
5. Soon thereafter Robert Scores, the owner, finally arrived. He told me the tow would cost \$243.28. I was shocked, as the car had literally only been towed up the street. I took out my check book to write him a check, and he was very rude, snapping at me that I could get my car when I could give him cash. I asked him where was I supposed to get cash at that time of the night? He answered that I could go to the Mobile Station on the corner, and use the ATM. I was concerned because of the lateness of the hour, but Robert Scores indicated "if you don't like it, come back tomorrow after 9 a.m." The City of Poughkeepsie police officers graciously offered to wait until I returned with the money, so I went to the ATM, took out the money and returned to redeem the car. When Robert Scores opened the gate where the car was being kept, I went in to inspect the vehicle for damages. Mr. Scores tried to stop me from looking around the vehicle, stating "you need to look at your vehicle," but I refused to leave without giving the vehicle a thorough going over.
6. As I was paying cash, I asked for a receipt, but he stated he didn't have any paper. I pulled out a scrap of paper and gave it to him to use as a receipt; he then produced a tow ticket which is attached hereto as Exhibit "1."
7. In order to get my car out of private impound at Bobby's Towing, I was required to pay \$243.28. The tow ticket provides the following breakdown of charges:
 - a. Wrecker fee: \$150.00
 - b. Winching: \$ 75.00
 - c. Tax: \$ 18.28

d. Total: \$243.28

8. I am informed by AAG Cheryl Lee that the City of Poughkeepsie has a towing ordinance, found at Chapter 13, Article XX of the City Ordinance. According to the Local Law, Section 13-311(j), "the maximum charge for the towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes." Bobby's Towing charged me \$150 for a wrecker fee and \$75.00 for winching - \$225.00, which is \$140.00 more than is permitted by statute.
9. Additionally, Robert Scores tried to discourage me from inspecting my vehicle before redeeming it, and was unprepared and reluctant to provide me with a receipt for the cash I paid him. AAG Cheryl Lee informs me that Section 13-311(g) of the City Ordinance provides as follows:

The registered owner or other person in control of a vehicle that has been towed pursuant to this section shall have the right to inspect the vehicle before accepting its return...a detailed, signed receipt showing the legal name of the person or company towing the vehicle and the date and time the vehicle was towed must be given to the person paying the towing and storage charges at the time of payment.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$243.28 with interest from January 28, 2019.



Sworn to before me this
5th of September, 2021

Amanda E Stokes
Notary Public

AMANDA E STOKES
Notary Public - State of New York
No. 01ST6414054
Qualified in Dutchess County
My Commission Expires 02-16-2025



TOW TICKET



Bobby's Auto Repair & Collision, Inc.

248 Smith Street

Poughkeepsie, NY 12540

(845) 473-6090

732 060094

NAME <i>Nancy Anne Stokes</i>		DATE <i>01/28/2019</i>	
STREET <i>6 Nancy Helen Dr 15290</i>		TIME <i>3:30 PM</i>	
CITY <i>Wappinger Falls NY</i>	STATE <i>NY</i>	ZIP <i>15290</i>	PHONE
YEAR & MAKE <i>2017 Nissan</i>	MODEL <i>Altima</i>	COLOR <i>Black</i>	LICENSE NO. XXXXXXXXXX
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: <i>120 Cannon St</i>			
TAKEN TO: <i>248 Smith St</i>			
EXTRA SERVICE			
STORAGE FROM: TO:		NO. DAYS	STORAGE AT PER DAY
COMMENTS: <i>No Permit</i>		ITEM#	DESCRIPTION PRICE
			<i>Wrecker Fee 150 00</i>
			<i>Hook-Up Fee</i>
			<i>Dolly Fee</i>
			<i>mi. @ per mi.</i>
			<i>Working Time</i>
			<i>hrs. @ per hr.</i>
			<i>Waiting Time</i>
			<i>hrs. @ per hr.</i>
			<i>Extra Labor</i>
			<i>hrs. @ per hr.</i>
TIME FINISHED	TRUCK NO.		
TIME LOADED	DRIVER		
TIME ARRIVED	MILEAGE ENDING		
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		
		<i>Winching</i>	<i>75 00</i>
			<i>225 00</i>
		<i>Tow</i>	<i>18 28</i>
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
<i>X [Signature]</i>		TOTAL AMOUNT	<i>243 28</i>

STATE OF NEW YORK)
)SS.: AFFIDAVIT
COUNTY OF DUTCHESS)

Andrea Stokes, being duly sworn, deposes and says:

1. I reside at 6 Nancy Aleen Drive, Wappingers Falls, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On January 28, 2019, at approximately 10 a.m., I parked my 2017 Nissan Altima at 120 Cannon Street in Poughkeepsie, New York. The registered owner of this vehicle is Nancy Anne Stokes, who is my mother.
3. I was visiting a friend who lived at those premises. My friend provided me with a guest parking pass to park in the resident lot, and I placed that pass on the dashboard of my car, next to the inspection and registration stickers. I returned to the car at about 5 p.m. and it was still parked in that location. I then went to my friend's apartment and had dinner. When I returned to my car around 10 p.m. that evening, the car was gone! I noticed a tow sign in the lot but didn't think my car had been towed as I had a guest parking pass to park in the lot. The price on the sign indicated that the cost of a tow would be \$85.00.
4. I called my mother, very upset. She instructed me to call the number on the tow sign to find out if they had my car. I don't remember if I called the police and they referred me to Bobby's Towing, or if I called the number on the sign, but I did eventually call Bobby's Towing and spoke to a woman who answered the phone. Initially, the woman on the line couldn't confirm whether or not the car had been towed by Bobby's Towing,

but after approximately 30 minutes, they were able to locate my car and confirm that it was in their possession. The woman rudely told me that I would have to pick up the car the next day, after 9 a.m., as they did not have anyone available to release it until after 9 a.m. the next morning. She then abruptly disconnected the call. I called her back and we argued about the pickup time. Finally, she conceded that if we drove to the garage, she would have someone meet us there.

5. My mother, Nancy Ann Stokes, drove to Poughkeepsie, picked me up and we went to the Bobby's Towing lot together. I could see my car stored behind a fenced in area; however, there was no one there and it was dark, and late. We waited for almost an hour, and then called the City of Poughkeepsie Police Department, who arrived and waited with us. We called the police because it was dark and isolated in that area, and we felt unsafe waiting.
6. When the police arrived, I called the dispatcher for Bobby's Towing and told her we were waiting with the police for the car to be released. Soon after that, Robert Scores arrived in a tow truck. Robert Scores was very nasty, demanding cash. My mother paid for the tow and we left. The total amount of the tow was \$243.28 cents. Attached hereto as Exhibit "1" is a copy of the tow ticket, which shows the breakdown of the cost of the tow as follows:

- a. Wrecker fee: \$150.00
- b. Winching: \$ 75.00
- c. Tax: \$ 18.28
- d. Total: \$ 243.28

7. I thought this was too much money, since the sign at the location indicated that the tow would only cost \$85.00. Additionally, I noticed that the tow ticket set forth the justification for the tow as “no permit,” however, I DID have a permit, a visitor’s permit, which my friend had provided me with and which was placed on the dashboard of my vehicle in plain sight, next to my inspection and registration stickers. Furthermore, the tow ticket indicated that the car was towed at 3:30 p.m.; this was not the case, as I was at the car at 5:00 p.m. and it was still in the lot.
8. I am informed by AAG Cheryl Lee that the City of Poughkeepsie has a towing ordinance, found at Chapter 13, Article XX of the City Ordinance. According to the Local Law, Section 13-311(j), “the maximum charge for the towing of vehicles shall be \$60, plus a hook-up fee of \$25, plus any and all applicable taxes.” Bobby’s Towing charged my mother \$150 for a wrecker fee and \$75.00 for winching - \$225.00, which is \$140.00 more than is permitted by statute.
9. Furthermore, I am also informed by AAG Cheryl Lee that Section 13-311(m)&(n) provide as follows:


No person shall tow or cause to be towed a vehicle from private property from 9:00 p.m. each day until the following 5:00 a.m. Every tow operator shall make vehicles that have been towed available for redemption each from 6:00 a.m. until the following 11:00 p.m.

Notwithstanding the provisions of Section 13-311(m) above, a tow operator may tow vehicles between the hours of 9:00 p.m. and 5:00 a.m. if such tow operator has an employee on the premises where the tow operator maintains impounded vehicles to make vehicles available for redemption during those hours.
10. I note primarily that I was told that we could not redeem the car until after 9 a.m., and not 6:00 a.m., as required by law. Additionally, according to the tow ticket attached hereto as Exhibit “1”, my Altima was towed at 3:30 p.m. This could not be the case, however, because I observed my vehicle parked at 120 Cannon Street at 5:00 p.m. It was gone at

10 p.m. Although I can't be sure, I believe the car was towed after 9 p.m., in violation of the law, and at a time when Bobby's Towing did not have an employee on site to make vehicles available for redemption. My mother and I were there for over an hour and the premises were dark and deserted.

11. In order to get my car out of private impound at Bobby's Towing, my mother was required to pay \$243.28. I was not parked illegally.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, LLC, and to secure a refund for me of \$ 243.28 with interest from January 28, 2019.



Sworn to before me this

5th of September, 2021

Amanda E Stokes

Notary Public

AMANDA E STOKES
Notary Public - State of New York
No. 01ST6414054
Qualified in Dutchess County
My Commission Expires 02-16-2025



TOW TICKET



Bobby's Auto Repair & Collision, Inc.

248 Smith Street

Poughkeepsie, NY 12540

(845) 473-6090

732 060094

NAME <i>Nancy Anne Stokes</i>		DATE <i>01/28/2019</i>	
STREET <i>6 Nancy Helen Dr 15290</i>		TIME <i>3:30 PM</i>	
CITY <i>Wappinger Falls NY</i>	STATE <i>NY</i>	ZIP <i>15290</i>	PHONE
YEAR & MAKE <i>2017 Nissan</i>	MODEL <i>Altima</i>	COLOR <i>Black</i>	LICENSE NO. XXXXXXXXXX
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: <i>120 Cannon St</i>			
TAKEN TO: <i>248 Smith St</i>			
EXTRA SERVICE			
STORAGE FROM: TO:		NO. DAYS	STORAGE AT PER DAY
COMMENTS: <i>No Permit</i>		ITEM#	DESCRIPTION PRICE
			<i>Wrecker Fee 150 00</i>
			<i>Hook-Up Fee</i>
			<i>Dolly Fee</i>
			<i>mi. @ per mi.</i>
			<i>Working Time</i>
			<i>hrs. @ per hr.</i>
			<i>Waiting Time</i>
			<i>hrs. @ per hr.</i>
			<i>Extra Labor</i>
			<i>hrs. @ per hr.</i>
TIME FINISHED	TRUCK NO.		
TIME LOADED	DRIVER		
TIME ARRIVED	MILEAGE ENDING		
TIME DISPATCHED	MILEAGE START		
TOTAL TIME HRS.	TOTAL MILES MI.		
		<i>Winching</i>	<i>75 00</i>
			<i>225 00</i>
		<i>Tow</i>	<i>18 28</i>
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
<i>X [Signature]</i>		TOTAL AMOUNT	<i>243 28</i>

STATE OF NEW YORK

)

)SS.:

AFFIDAVIT

COUNTY OF FULTON

)

Greg Taylor , being duly sworn, deposes and says:

1. I reside at 38 Helwig Street, Gloversville, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On January 9, 2019, I parked my 2010 Toyota Corolla in the lot beside the diner located at 59 Market Street, in the City of Poughkeepsie, New York. The registered owner of this vehicle is Janet Taylor, who is my mother.
3. I parked in that lot to run across the street to the Department of Social Services to deliver some documents. I was gone no more than 12 minutes tops as I literally walked in, handed the envelope to the employee, and turned right around to return to my vehicle. When I went back to the parking space the car was gone. I panicked, as the vehicle belongs to my elderly mother.
4. I noticed a towing sign in the vicinity of that parking area that stated that permit parking only was permitted in the lot and contained the contact information for Bobby's Auto Repair and Collision ("Bobby's"). A picture of that sign is attached hereto as Exhibit "1."
5. I called Bobby's Towing and was told I had to come to 248 Smith Street in Poughkeepsie and pay \$350 in order to get my car out of private impound. I did not have that amount of cash at my disposal, so I had to call my elderly mother and ask her to find a ride to Bobby's as well as bring the necessary cash to pay for the tow.

6. I had no way to get to Bobby's to pick up my car except to walk. It took me 45 minutes to walk that distance. When I arrived, I spoke to the owner, Robert Scores. Robert Scores was dismissive and abusive toward me. In attempt to get him to reduce the amount of the tow (as it was my mother who had to pay for this and I felt badly), I told him my mother was driving. Robert Scores called me a liar and took me to a room in the back where he showed me video of myself parking at the diner lot. I had no idea it was legal to take such videos of people without their permission. Also while at Bobby's Towing, Robert Scores was abusive and insulting toward me, stating that since I didn't tell him the truth he wouldn't give me a "break," and threatened me physically, telling me to "step outside" to engage in a fight. I was appalled at his unprofessional demeanor and behavior in front of the public and my mother. Robert Scores also asked me if I had AAA, and told me that if I didn't want to pay the whole towing cost, I should call AAA and tell them I had mechanical problems with the vehicle so that they would pay for a part of the tow. I didn't have AAA and would not have engaged in this type of fraud in any event.
7. Eventually, Robert Scores required my mother to pay \$ \$243.28 in cash to have the car released. Bobby's provided me with an itemized invoice which is attached hereto as Exhibit "2." The invoice provides the following breakdown of charges as follows:
 - a. Wrecker Fee - \$150.00
 - b. Winching - \$75.00
 - c. Pay Out - \$18.28
8. I am informed by Assistant Attorney General Cheryl Lee that the City of Poughkeepsie has a Towing Ordinance found in the City Code at Chapter 13, entitled Motor Vehicles

and Traffic, Article XX, Towing of Vehicles from Private Property. Pursuant to that ordinance, at Section 13-311, Towing of Vehicles Improperly parked on private property, subsection (j), : “the maximum charge for towing of vehicles shall be \$60.00, plus a hook-up fee of \$25.00...” Thus, we were overcharged by \$140.00. Furthermore, pursuant to subsection (l) of the same section, provides “An owner of private property, his or her agent as designated in the contract with the tow operator or a tow operator contracting with such owner **shall allow a waiting period of not less than 20 minutes between arrival of the tow vehicle at the location from which a vehicle is to be towed and the physical connection of an apparatus to the vehicle to be towed for the purpose of commencing the towing.**” This provision was not followed in this circumstances as I was not gone more than 12 minutes from my vehicle when I found it had been towed.

WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby’s Towing and Recovery, and to secure a refund for me of \$140.00 with interest from January 9, 2019.

Mary Taylor
6/25/2021

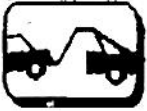
Sworn to before me this
25th of June, 2021

Elizabeth Snyder
Notary Public





Exhibit "1"



TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540
 (845) 473-6090

917819571

NAME Janet H Taylor		DATE 01/09/2019	
STREET 101 Second Mile Dr.		TIME	
CITY Poughkeepsie	STATE NY	ZIP 12601	PHONE
YEAR & MAKE 2010 Toyota	MODEL Corolla	COLOR Green	LICENSE NO. XXXXXXXXXX
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 40	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
PICKUP LOCATION: 59 Market St.			
TAKEN TO: 248 Smith St.			
EXTRA SERVICE on license 179 Van Wyck rd PO# 12603			
STORAGE FROM: TO:		STORAGE NO. DAYS AT PER DAY	
COMMENTS: No Permit to park in lot: P in full PA @ 220.00		TIME	PRICE
		Wrecker Fee	150.00
		Hook-Up Fee	
		Dolly Fee mi. @ per mi.	
		Working Time hrs. @ per hr.	
		Waiting Time hrs. @ per hr.	
		Extra Labor hrs. @ per hr.	
		Remove Drive Line	
		Winching	75.00
			225.00
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	1828
X Janet Taylor		TOTAL AMOUNT	24328

Exhibit "J"

STATE OF NEW YORK
COUNTY OF DUTCHESS

)
)SS.:
)

AFFIDAVIT

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL

FEB 16 2022

CLAIMS & LITIGATION
POUGHKEEPSIE OFFICE

Viviene Vandemark, being duly sworn, deposes and says:

1. I reside at 5 Skyview Drive in Poughkeepsie, New York. I submit this affidavit to the Attorney General as I believe I am the victim of fraudulent and illegal business practices by the owner of Bobby's Towing and Recovery, LLC located at 248 Smith Street, Poughkeepsie, New York.
2. On January 13, 2019, which was a Sunday, I stopped at a friend's apartment in Canterbury Gardens located at 1 Janet Drive in Poughkeepsie, New York, to drop off some food for an event. I parked my 2017 Honda Accord and ran in to bring the food to my friend; I did not see any signs about no parking or towing at that time; I was literally was only gone a few minutes. When I returned, my car was gone!
3. When I noticed my car missing, I returned to my friend's home, frantic, and she called her son, who informed us that my Honda Accord had probably been towed by Bobby's Towing, as he frequented the lot and towed cars indiscriminately.
4. I then contacted Bobby's Towing, and spoke to Robert Scores, the owner. He indicated that he had indeed towed my Honda Accord, and quoted me a price to redeem it stating he only accepted cash. I was incensed and told him I thought he had a lot of nerve towing my vehicle on a Sunday when I had only been gone a few minutes to drop off some food. Robert Scores had the temerity to then state to me that he was going to give me a break in price based on the amount he had just quoted, but since I had argued with him, the new cost would be \$290.00. He actually increased the price of the tow based upon my protesting his right to tow my car! I had no choice but to travel to 248 Smith Street in the City of Poughkeepsie and pay him \$313.56, in order to get my car back.
5. Attached hereto as Exhibit "1" is a copy of the tow ticket connected to this incident. Under comments, the statement "Parked in fire lane" is written. I was charged as follows:
 - a. Wrecker Fee \$225.00
 - b. Admin. \$ 65.00
 - c. Tax \$ 23.56

d. Total: \$313.56

6. I am informed by AAG Cheryl J. Lee that New York State Vehicle and Traffic Law Section 129 defines to park or parking as follows:

Means the standing of a vehicle, whether occupied or not, **otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.**

(emphasis supplied).

7. I was temporarily standing in front of the building to unload merchandise, to wit, dropping off food for an event; it was a Sunday. Therefore, pursuant to New York State's Vehicle and Traffic Law, I wasn't "parked" in the fire lane at all, and the tow of my 2017 Honda Accord was contrary to New York Law.

8. WHEREFORE, I request that the Attorney General take whatever measures she deems appropriate to protect the public from the fraudulent and illegal practices by Bobby's Towing and Recovery, and to secure a refund for me of \$ 313.56 with interest from January 13, 2019.

Viivene Vandemah

Sworn to before me this

14th of February, 2021

Maxine A Patrick

Notary Public

Maxine A Patrick

Notary Public, State of New York

No. 01PA6317897

Qualified in Dutchess County

Commission Expires: 1/12/2023



TOW TICKET



Bobby's Auto Repair & Collision, Inc.

248 Smith Street

Poughkeepsie, NY 12540

(845) 473-6090

602 361 909

NAME Vivienne Vandenberg		DATE 01/13/2019	
STREET 5 Skyview Dr.		TIME 3:30 PM	
CITY Poughkeepsie N.Y.	STATE N.Y.	ZIP 12603	PHONE
YEAR & MAKE 2017 Honda	MODEL Accord	COLOR Black	LICENSE NO. [REDACTED]
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input checked="" type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: 1 Janet Drive			
TAKEN TO: 248 Smith St.			
EXTRA SERVICE			
STORAGE FROM: TO:		STORAGE NO. DAYS AT PER DAY	
COMMENTS: Parked in fire lane		ITEM#	DESCRIPTION PRICE
			Wrecker Fee 225 00
			Hook-Up Fee
			Dolly Fee mi. @ per mi.
			Working Time hrs. @ per hr.
			Waiting Time hrs. @ per hr.
			Extra Labor hrs. @ per hr.
			Remove Drive Line
			Admin 65 00
			290 00
			Tax 23 56
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.			PAY-OUT 313 56
X Vivienne Vandenberg		TOTAL AMOUNT 313 56	

and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 25, 2004	Actual	BOBBY'S AUTO REPAIR & COLLISION, INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 30, 2019.

Selected Entity Name: BOBBY'S TOWING & RECOVERY, LLC
Selected Entity Status Information

Current Entity Name: BOBBY'S TOWING & RECOVERY, LLC

DOS ID #: 5503775

Initial DOS Filing Date: FEBRUARY 28, 2019

County: DUTCHESS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ROBERT M. SCORES
248 SMITH STREET
POUGHKEEPSIE, NEW YORK, 12601

Registered Agent

ROBERT M. SCORES
248 SMITH STREET
POUGHKEEPSIE, NEW YORK, 12601

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

of Shares Type of Stock \$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 28, 2019	Actual	BOBBY'S TOWING & RECOVERY, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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TOWING ENFORCED

UNAUTHORIZED VEHICLES
WILL BE TOWED AT OWNER
OR OPERATOR'S EXPENSE
24 HOURS A DAY

BOBBY'S COLLISION
248 SMITH ST
POUGHKEEPSIE, NY 12601
845-473-6090

ALSO CALL FOR
JUMPSTART • UNLOCKS • TIRE SERVICE

**CANTERBURY
GARDENS
1-2 BEDROOM APARTMENTS
FREE HEAT & HOT WATER
454-3063**

RENTAL OFFICE
↑

**TOWING
ENFORCED**
UNAUTHORIZED VEHICLES
WILL BE TOWED AT OWNER
OF OPERATOR'S EXPENSE
24 HOURS A DAY
BOBBY'S COLLISION
248 SMITH ST
POUGHKEEPSIE, NY 12601
845-473-6990



**NO
PARKING
FIRE
LANE**

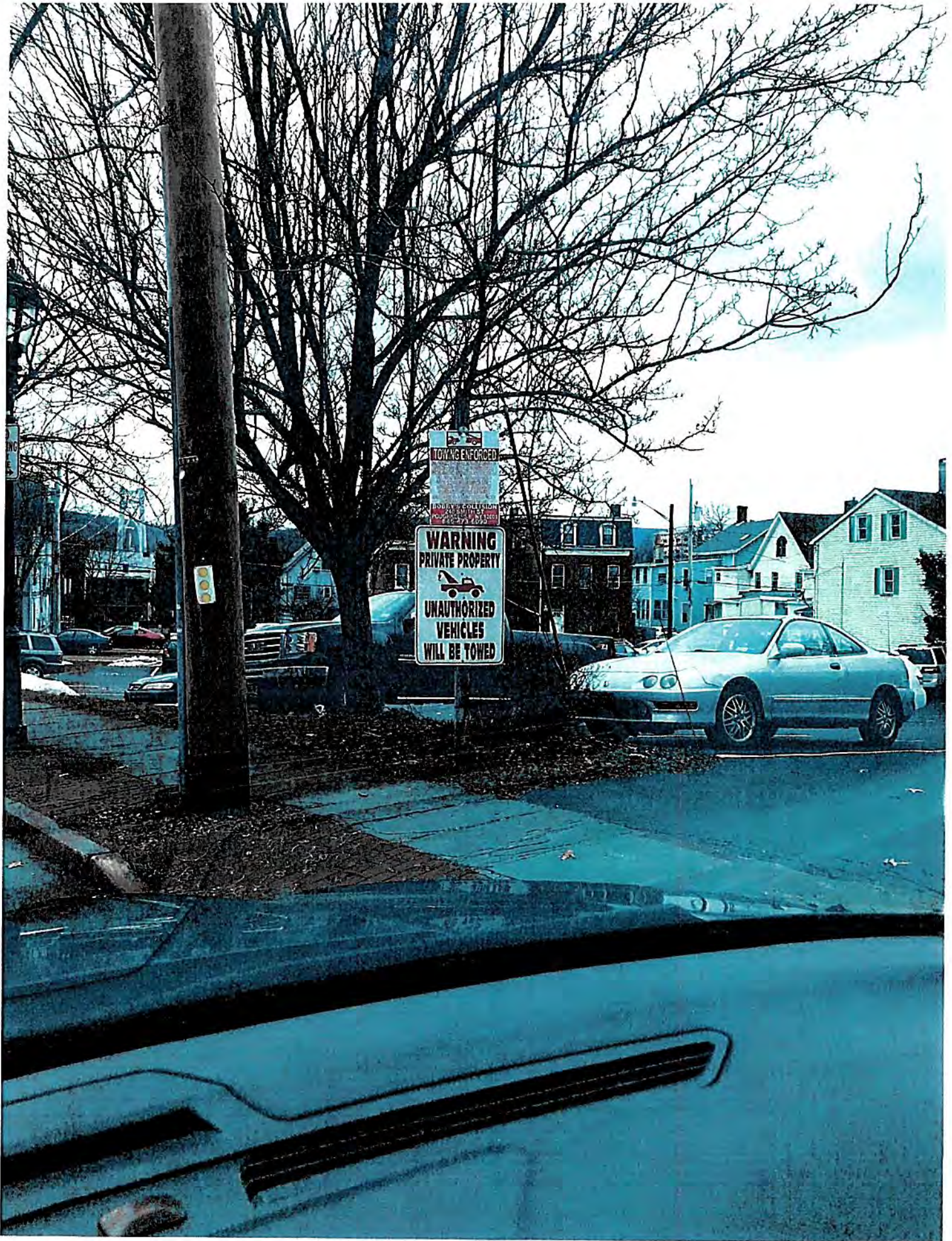


TOWING ENFORCED

UNAUTHORIZED VEHICLES WILL BE TOWED AT OWNERS OR OPERATOR'S EXPENSE. VEHICLES PROHIBITED FOR SALE: VEHICLES ABANDONED, INOPERABLE ON ADJACENT BLOCKS, PLAT TILES PARKING ON GRASS, UNAUTHORIZED HANDICAP PARKING, BLOCKING DRIVE OF DANGER, IMPROPER INSPECTION OR REGISTRATION, VEHICLES WITHOUT REQUIRED PERMITS, STOP PASSES, UNAUTHORIZED VEHICLES IN ASSIGNMENT OF RESERVED SPACES, NO TRACTOR TRAILERS, MOTORCYCLES IN FIRE LANE.

BOBBY'S COLLISION
248 SMITH ST
POUGHKEEPSIE, NY 12601
845-473-6090





TOWING ENFORCED

WARNING
PRIVATE PROPERTY
UNAUTHORIZED
VEHICLES
WILL BE TOWED





TOW TICKET



Bobby's Auto Repair & Collision, Inc.
 248 Smith Street
 Poughkeepsie, NY 12540
 (845) 473-6090

NAME Nela Malen		DATE 9/29/2016	
STREET 8 DALE LA 38 DEER PATH PK NY 12603		TIME	
CITY STATE Levitown NY		ZIP PHONE	
YEAR & MAKE 15 Honda Civic		MODEL COLOR LICENSE NO. Maroon CLY 1527	
UNIT NO.	V.I.N.	REPAIR ORDER NO.	PURCHASE ORDER NO.
<input type="checkbox"/> CASH	<input type="checkbox"/> REGULATED	MILEAGE GUIDE 4-D	TARIFF NO.
<input type="checkbox"/> CHARGE	<input type="checkbox"/> NON-REGULATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	
PICKUP LOCATION: 10 Rinaldi Blvd			
TAKEN TO: 248 Smith St			
EXTRA SERVICE Jumpstart Possible tow			
STORAGE FROM: TO:		STORAGE NO. DAYS AT PER DAY	
COMMENTS: PLEASE Jayroe		ITEM# DESCRIPTION PRICE	
		Wrecker Fee 195 00	
		Hook-Up Fee	
		Dolly Fee mi. @ per mi.	
		Working Time hrs. @ per hr.	
		Waiting Time hrs. @ per hr.	
		Extra Labor hrs. @ per hr.	
		Remove Drive Line	
		TAX 16 00	
I, the undersigned, do hereby certify that I am legally authorized and entitled to take possession of the vehicle described above and all personal property therein.		PAY-OUT	
X Nela Malen		TOTAL AMOUNT 211 00	

Bobby's Auto Repair & Collision, Inc

248 Smith St. Poughkeepsie, NY 12601 | 845-473-6090 |

Dec 20, 2016

Eric T. Schneiderman
State of NY Attorney General
Bureau of Consumer Frauds & Protection
One Civic Center Plaza Suite 401
Poughkeepsie NY 12606
Attn Toni Ann Perry
FILE No/ 2016-1319125

Dear Eric T. Schneiderman:

On September 29, 2016, we did tow a 2015 Honda Civic license plate number CLY1527 from 10 Rinaldi Blvd., The Rip Van Winkle apartments

There are both visitor and residential parking areas. This vehicle was parked in the residential parking area, without a residential permit with Rip Van Winkle, which is required to park in that section. All residential and visitor permits are given by and registered with the Rip Van Winkle building management.

We did ask the customer if they had roadside assistance, the gentleman said he had AAA. He was informed AAA will sometimes reimburse it's customer depending upon the type of tow.

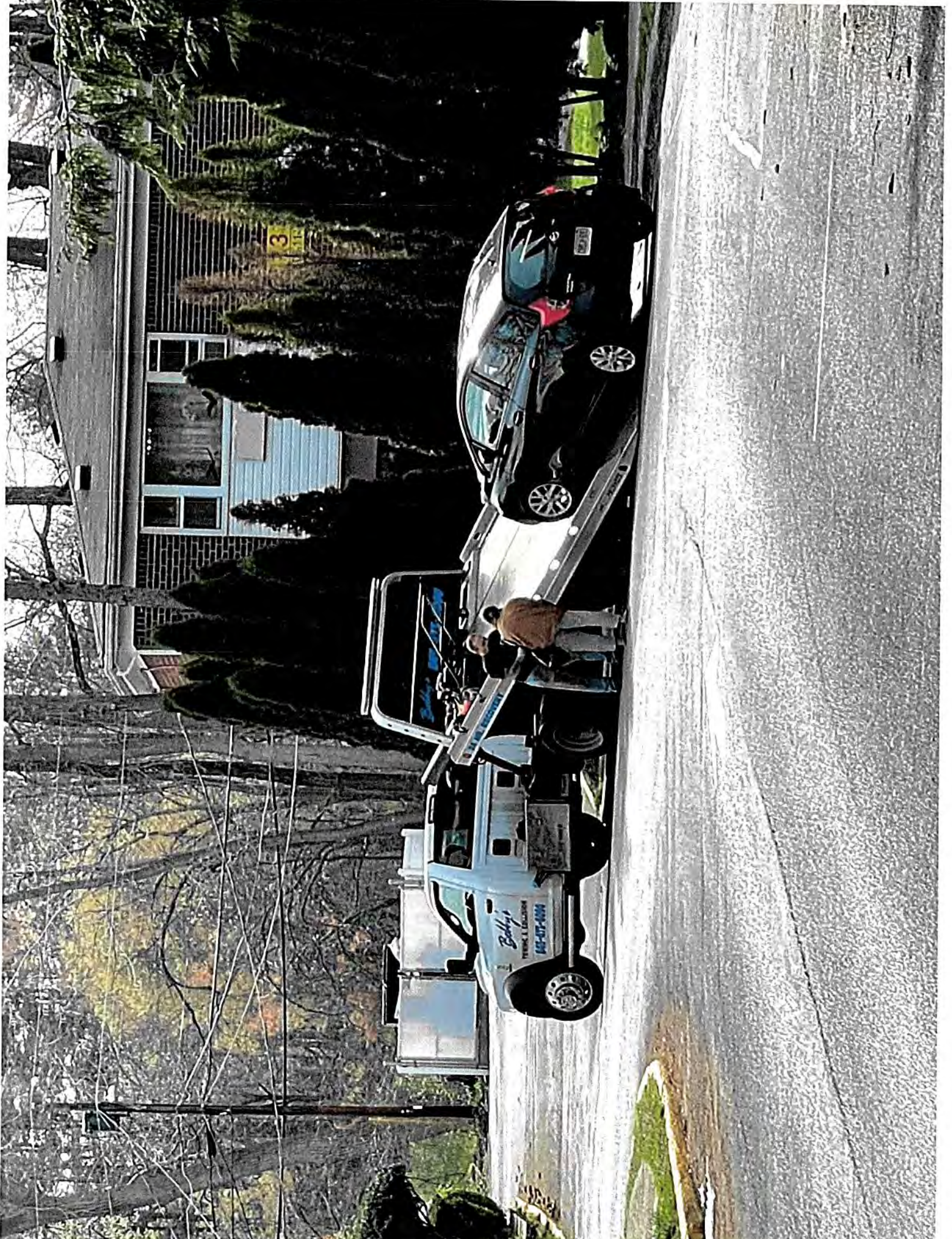
There is a 24 hour security camera on the parking lot which the Rip Van Winkle security staff monitors.

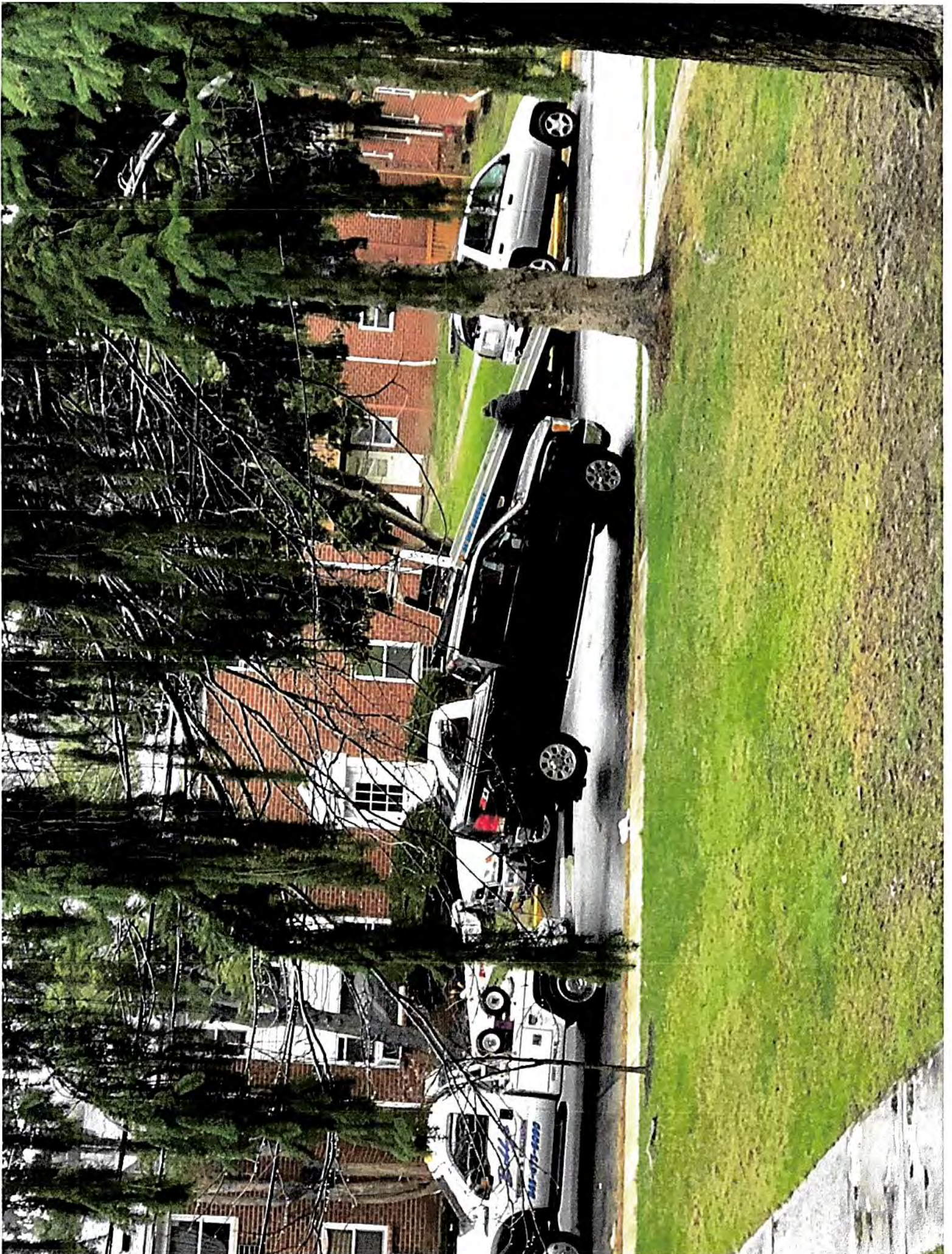
I do not fully understand the comment about there being more signs added, as we do not hang the signs on the property. That is up to security and management staff of the Rip van Winkle building. So no we did not add any additional signs to the parking lot.

Sincerely,



Robert Scores







24 HOURS

Bally's
TOWING & RECOVERY
888-677-8880

RECOVERY CO

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STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
LETITIA JAMES

-----X

IN THE MATTER OF THE INVESTIGATION BY LETITIA
JAMES, ATTORNEY GENERAL OF THE STATE OF NEW
YORK OF

ROBERT SCORES and BOBBY'S TOWING AND RECOVERY

-----X

December 9, 2021
10:28 a.m.

VIRTUAL CONFIDENTIAL EXAMINATION OF BORIS YAM,
the Witness, pursuant to Subpoena, taken at the
above date and time, before MARIA ACOCELLA, a
Notary Public within and for the State of New York.

A P P E A R A N C E S:

STATE OF NEW YORK

OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES

One Civic Center Plaza

Poughkeepsie, New York 12601

BY: CHERYL LEE, ESQ.,

Assistant Attorney General

VINITA KAMATH, ESQ.,

Assistant Attorney General

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Boris Yam

B O R I S Y A M, the Witness herein,
having been first duly sworn by a Notary
Public within and for the State of New York,
was examined and testified as follows:

EXAMINATION BY

MS. LEE:

(Whereupon, six documents were
deemed marked as Exhibits 1 through 6
for identification, as of this date.)

Q. Good morning, Mr. Yam. I am
Assistant Attorney General, Cheryl Lee.

How are you?

A. All right.

Q. I want to ask you to state and
spell your first and last names for the
record.

A. Boris Yam.

Q. Can you spell those for us,
please?

A. Boris, B-O-R-I-S, and last name
Yam, Y-A-M.

Q. And can you tell us your home
address, please?

A. 26 Cooper Road, Poughkeepsie,

1 Boris Yam

2 New York, Number 904.

3 Q. And that is the same as your
4 mailing address, correct?

5 A. Correct.

6 Q. What is your home phone number?

7 A. 908-577-6522.

8 Q. And your cell phone number?

9 A. The same.

10 Q. And what is your carrier for your
11 cell phone?

12 A. Verizon.

13 Q. What e-mail address do you prefer
14 to use?

15 A. I don't know. You have been
16 using my personal, but you can use
17 ManchesterGardens@yahoo.com.

18 Q. So can you tell us by whom you
19 are employed?

20 A. Manchester Gardens.

21 Q. Is that the corporate entity
22 name?

23 A. Yeah, Manchester Gardens, Inc.

24 Q. And where are they located?

25 A. In New Jersey.

1 Boris Yam

2 Q. Do you have a street address for
3 them, please?

4 A. 200 Central Avenue, Mountainside,
5 New Jersey 07072.

6 Q. And what is the name of your
7 supervisor there?

8 A. I am the manager. I don't have a
9 supervisor.

10 Q. Nobody in the corporate entity
11 supervises you?

12 A. No.

13 Q. You don't have someone who signs
14 your paycheck?

15 A. Yes, Marko Russo; I am sorry.

16 Q. That is okay.

17 Mark Russo?

18 A. Marko.

19 Q. Russo, R-U-S-S-O, correct?

20 A. Yes.

21 Q. What capacity is your employment;
22 in other words, what is your title?

23 A. Manager.

24 Q. How long have you been employed
25 as manager by Manchester Gardens?

1 Boris Yam

2 A. Thirty-one years.

3 Q. And as manager, what do your
4 duties entail? What do you do there?

5 A. Well, supervise the maintenance,
6 repairs, tenant relations, everything.

7 Q. Do you have staff that works for
8 you?

9 A. Yes, I do.

10 Q. How many?

11 A. Well, four, five people.

12 It depends, because we have
13 another location. Sometimes they part-time
14 here, sometimes -- about four or five.

15 Q. So specifically I am asking about
16 the location at Rhoebella Drive in
17 Poughkeepsie. How many staff do you have
18 there?

19 A. Four people.

20 Q. And are they maintenance, office
21 staff, or both?

22 A. Both.

23 Q. How many maintenance staff do you
24 have?

25 A. Three.

1 Boris Yam

2 Q. And how many office staff?

3 A. One -- two, sorry.

4 Q. Two office staff and three
5 maintenance, so five?

6 A. Five; You know, like part-timers.

7 Q. What are the names of the
8 maintenance staff?

9 A. Bledar Kuka.

10 Q. Can you spell that?

11 A. I believe B-L-E-D-A-R, and last
12 name Kuka, K-U-K-A.

13 You need the maintenance staff,
14 okay.

15 The other one is Guadelupe
16 Lavariagh.

17 Q. Common spelling?

18 A. You can spell yourself.

19 I have to?

20 Q. No, you have to spell it.

21 A. Okay. G-U-A-D-E-L-U-P-E,
22 Lavariagh, L-A-V-A-R-I-A-G-H.

23 I hope I did it right. Okay.

24 Q. Close enough.

25 Number three?

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Boris Yam

A. Guillermo, G-U-I-L-L-E-R-M-O,
that is the first name; last name Carlos,
C-A-R-L-O-S.

Q. What hours does the office staff
work?

A. Office staff varies from 9 to
4:30 and, you know, weekdays, and 10 to 3 on
Saturdays.

Q. What hours do you work, Mr. Yam?

A. I work all of these hours, but
from 8:00 in the morning until 4:30, and
Saturday 10 to 12.

Q. Is there someone -- I am sorry.
Go ahead.

A. I am sorry. 8 to 12.

Q. And Sundays, you are off, right?

A. Yes.

Q. Office is closed on Sundays.
Is there someone on site and
working during the overnight hours?

A. No.

Well, we have a superintendent,
which is Bledar Kuka, on-call emergency.

Q. I just wanted to know if someone

1 Boris Yam

2 is on site.

3 This is an investigation into
4 towing activities. I am just asking for that
5 purpose, not to check to see if you guys have
6 someone to check.

7 My idea is to see if there is
8 someone they are calling at night for tows?

9 A. Yes.

10 Q. He is not there, he is there for
11 emergencies; is that right?

12 A. Yes, emergency.

13 We have answering service, and
14 answering service relay messages.

15 Q. Right. And that is how I
16 actually found you.

17 A. Uh-huh.

18 Q. So let's just talk a little bit
19 about the parking.

20 A. No problem.

21 Q. Did you say no problem?

22 A. Yes.

23 Q. How is parking assigned at
24 Manchester Gardens to tenants?

25 A. There no assigned parking. Never

1 Boris Yam

2 been.

3 You understand, I have been here
4 31 years, never been assigned parking.

5 Before me --

6 Q. Before you?

7 A. Before me, I don't know.

8 I don't have any apartment
9 numbers on the blacktop.

10 Q. Not since the 1990s, when you
11 started?

12 A. Yes.

13 Q. Are there numbered spots?

14 A. No.

15 Q. How many spots are available for
16 tenants to park in?

17 A. Wow, that is a good one.

18 Well, how many available? We
19 have a parking lot, and then come first
20 service, You know, how to say.

21 Q. Well, let me show you something
22 which I marked as Exhibit 1 for this
23 deposition. Just bear with me. I think you
24 provided this is to me.

25 Can you see that, or no?

1 Boris Yam

2 A. No.

3 What is it?

4 It is a plan.

5 Q. Yeah, it is the plan.

6 Don't worry, I am going to get to
7 it. Here it is.

8 Can you see it now?

9 A. Yes.

10 Q. So looking at this schematic --

11 A. Yes.

12 Q. -- you see the spaces between the
13 building.

14 Are these parking lots?

15 A. Yeah. Some alone, some parking
16 lots.

17 When you have a driveway, it is
18 like a circle.

19 Q. So when you say the circle, I am
20 just going to point to these arrows on
21 Exhibit 1, on what is marked as Rhoebella
22 Drive.

23 Is this the circle?

24 A. Yeah, that is the circle, like
25 driveways to the parking lot.

1 Boris Yam

2 Q. So there is parking lots here
3 between the buildings and here between the
4 buildings?

5 A. Yes.

6 Q. But you don't know exactly the
7 number of spots?

8 A. No. Never counted.

9 Q. I may ask you to do that,
10 eventually.

11 Are all of those spots available
12 to tenants?

13 A. Yes, any. Any spot is available.
14 No matter where you live, if you don't find
15 parking right by, you can go another 15, 20
16 feet and find another parking.

17 Q. How many vehicles are permitted
18 per apartment?

19 A. One.

20 I gotta look in the paper. I
21 think it is one for one bedroom and two for
22 two bedrooms.

23 Q. And we will talk about that some
24 more in a minute.

25 Are there enough parking spots to

1 Boris Yam

2 accommodate the vehicles that tenants are
3 permitted to have on premises?

4 A. Yes.

5 Q. Do you know how many vehicles
6 there are permitted on the premises, the
7 number?

8 A. No.

9 Q. You don't know how many spots?

10 A. No. I never counted them.

11 Q. So you can't really be sure if
12 there is enough spots for the number of
13 vehicles; is that right?

14 A. No. No. No.

15 At the time when we were doing
16 this parking regulations, we counted all
17 this. I just don't recollect this. But we
18 counted, so it was enough, definitely.

19 Q. When was that?

20 A. It was enough for --

21 Q. No. What year was this?

22 A. That was about, I think '18 or
23 '19, when we sign --

24 You have a contract with Bobby's
25 Towing, right?

1 Boris Yam

2 Q. Yup.

3 A. So it says over there, when
4 was --

5 Q. 2018?

6 A. '18. Here we go.

7 Q. So three years ago, you counted?

8 A. Yes.

9 Q. And you counted the number of
10 cars?

11 A. Counted all of this.

12 I did all these calculations, and
13 it was enough, so we went for this.

14 Q. Have you continued to do that on
15 an annual basis, to make sure that number is
16 still correct?

17 A. No.

18 Q. You have never done it again?

19 A. No.

20 Q. When you say we counted, who
21 counted?

22 A. Me and staff, whoever helped me.

23 Q. But as of right now, at this
24 moment that we are speaking, you don't know
25 whether there is enough spaces for the

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Boris Yam

permitted vehicles for people who live in Manchester; is that correct?

A. I am sure it is enough, because after that, we had parking.

We have regulations that you can park certain time of the day here, and not -- you understand, it is all over.

Q. I am going to get to that in a second.

What I am asking you is if there is marked parking spots in parking lots sufficient to accommodate the number of permitted vehicles for tenants of Manchester Gardens?

A. Yes.

Q. How do you know that?

A. Because, first of all, I am not getting complaints for a while that there is no parking. I used to have that.

But we -- you know, as I said, we did this spots for people who come late. We did all this, or wake up early or something. We did additional parking, and I don't get any complaints ever since.

1 Boris Yam

2 Q. I am going to ask you, as part of
3 this proceeding, to please provide my office
4 -- the Attorney General's Office of the State
5 of New York -- with a number of marked
6 parking spaces you have, and as well as the
7 number of permitted vehicles that tenants
8 have, okay?

9 We can move on from here, but I
10 am going to ask you to provide me with
11 precise numbers as of today's date,
12 December 9, 2021.

13 A. Okay.

14 Q. If that person can't find an
15 assigned spot, say they are all filled up,
16 where are they permitted to park?

17 A. Well, I never have situation like
18 this.

19 If they cannot parking by their
20 building, they can go to the next parking lot
21 to park over there.

22 Or as I said, we did additional
23 parking. Depends on the time of the day, you
24 know, where they go if they don't know about
25 that, you know.

1 Boris Yam

2 Q. You are talking about Rhoebella
3 Drive as additional parking during the day?

4 A. Yes.

5 Q. Do they have marked spots along
6 Rhoebella Drive, or is it just like you line
7 up?

8 A. No. I think you just line up. I
9 am not sure.

10 Q. What are the limitations on the
11 ability to park along Rhoebella Drive, if
12 any, parking regulations or rules?

13 A. We put poles with the signs and
14 arrow that show you can park between this
15 arrows, you know, between this poles.

16 Q. So I am going to show you what I
17 have marked as Exhibit 3. Just bear with me
18 as I share my screen.

19 Did you provide me with this?

20 A. Yes. That is the sign. I did.

21 Q. You provided me with these
22 pictures, right?

23 A. Yes. Yes. Yes.

24 Q. Are these all of the parking
25 signs?

1 Boris Yam

2 A. No. No. No. No. These are
3 parking signs for the road, for Rhoebella
4 Drive; it is not for the parking lot.

5 This just shows that you can park
6 to the right of that sign, whatever it says.

7 I can't see, even with the
8 glasses.

9 Q. I can't see it, either, to be
10 honest, sir.

11 So you say there is additional
12 signs that I have not been provided with; is
13 that right?

14 A. These are signs -- yes, this is
15 additional parking that was provided, you
16 know, like an extra for the night, for the
17 people who come late. That is for them.

18 Q. You can see I have the schematic
19 on?

20 A. Yeah.

21 Q. So this is parking along where
22 these arrows are?

23 A. Yes. Yes. Yes.

24 Q. Where are these signs located?

25 A. I don't know. I don't see your

1 Boris Yam

2 point.

3 Oh, yes. Yeah, little bit up.

4 Oh, my God; it is too small.

5 Q. I guess it is, because you are on
6 your phone.

7 So is it towards the entrance
8 here?

9 A. No. No. No. It is not towards
10 the entrance.

11 It is in the middle on the left.
12 Yes, right here on the left. Whole side,
13 whole left side is available for additional
14 park.

15 Q. And those signs are over here
16 near units 11 and 13?

17 A. Yes, but on the left side. Plus
18 this all circle on the right side of the
19 road, they can park at night. I think they
20 have to be out by 8:00.

21 Other than that, they can park
22 there.

23 Q. So this says 9 a.m. to 5 a.m.,
24 and you're saying the other sign says 8 a.m.
25 to 5 p.m.?

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Boris Yam

A. Yes.

Q. All right. I am going to stop the share.

Is Rhoebella Drive a one-way or a two-way street?

A. One-way. That is what it shows.

Q. That is what it shows, the arrows show that it is a one-way?

A. Yes. It is painted arrows on the pavement, on the blacktop.

Q. Why do you have no parking between nine and five on both sides of the street?

A. Because at the time, we had a lot of problems with plowing, with the fire trucks. People park all over both ways, and sometimes you cannot even get through.

Q. Okay. But that would justify not having parking on one side of the street, maybe during the day. And I guess maybe you have parking on both sides at night, so it doesn't really make sense that it is to stop the obstruction of fire trucks or things of that nature since, you are letting them do it

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Boris Yam

at night.

What is the justification for having it only during the day?

A. During the day, well, appeals better. Looks much better when no cars parked all over.

Basically no, no, no, you misunderstood me. We don't allow at night to park on both sides of the road. They are only allowed to park on the right side of the road.

And additional parking is not too much, maybe five to six spots, on the left side, just for people who cannot find, you know, any spaces at night in the parking lot. This is just extra.

Q. So one side of the road, you are saying you never park there?

A. No. No. No. They can park there at night.

Q. I am trying to understand.

A. On the right side of the road of the circle they can park -- they cannot park during the day, but they can park at night.

1 Boris Yam

2 Q. On both sides?

3 A. On one side, on the right side of
4 the road.

5 Q. Why can't they park on the right
6 side of the road during the day?

7 A. No.

8 Q. Why?

9 A. That is what I am saying; we have
10 hydrants.

11 I don't know. It was bad. That
12 is why we decided to do it like that.

13 Q. I am going to show you what I
14 marked as Exhibit 2. Bear with me. It takes
15 me a second to do this.

16 Okay. So this is a notice to all
17 tenants: Starting October 3rd, there will be
18 no parking on the right side of the street
19 from nine to five except weekends?

20 A. That is the one I was telling you
21 about.

22 Q. When did this come into effect?

23 A. I don't know.

24 What is the date of this?

25 Q. It says October 3rd, but there is

1 Boris Yam

2 no year. I am asking you.

3 A. Well, I don't remember. I think
4 it is 2018 when the parking regulations came
5 into effect, the towing.

6 Q. Whose idea were these parking
7 regulations? Who instituted these parking
8 regulations, and why?

9 A. I don't remember now.
10 We have been discussing -- you
11 know, it was a discussion for a while.

12 Q. Discussion with whom?

13 A. With our headquarters, with that
14 Marko Russo. And he decided to do it like
15 that.

16 Q. Before that, what was parking
17 like? Were tenants allowed to park on the
18 right side of the street?

19 A. Yes. First of all, we made this
20 one-way instead of two-ways. It was a mess,
21 because parking all over the cars. We need
22 to plow. We cannot even plow.

23 Q. You don't plow in the summer.

24 A. No. I am just saying it was a
25 mess. It didn't look good at all. We

1 Boris Yam

2 decided to improve the appeal of the complex.

3 Q. Okay. How were the tenants
4 informed of this change in 2018? How was
5 this notice given to them?

6 A. Yes.

7 Q. How? Do you remember how?

8 A. In person, door to door.

9 Q. You went door to door; you put
10 one on everybody's door?

11 A. Yes.

12 Q. Did you post it in a common area?

13 A. We don't have a common area.

14 You mean the office.

15 Q. Yeah, anywhere that tenants might
16 be able to see it.

17 A. No, I don't remember, really. It
18 was here, but we have these signs, you know.

19 But okay. From this Bobby's
20 Towing, you know, from the guy, we put
21 entrance and by the door, by the office door.

22 Q. You put towing signs by the
23 entrance and the office door?

24 A. Yes.

25 Q. And you posted this, which is

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Boris Yam

Exhibit 2, you posted it door to door in 2018?

A. From what I remember, yes.

Q. Okay. You can only testify as to what you remember. I understand.

And so was it you who did it, was it your staff? Who did it, or was it Bobby's Towing that did it?

A. You mean notifications?

Q. Yes.

A. No. No. It is us, not Bobby's Towing.

Q. How did you hire Bobby's Towing?

A. Well, I don't know. I think just saw the truck or something, that is it. Bobby's Towing. Do you want to do it? Yes.

Q. Did you interview other tow truck companies?

A. I think I did. I think it was Countrywide, they didn't want to do it, or they were busy, something like that. I don't recollect this.

Q. It is fine.

It was 2018, right, three years

1 Boris Yam

2 ago?

3 A. Yes.

4 Q. What made you chose Bobby's
5 Towing as opposed to the other towing
6 companies?

7 A. Just incidentally. I just saw
8 this, you know. You know, if people say we
9 don't want to do it, we don't have time,
10 okay, I go to the next one.

11 Q. Was there an interview process?

12 A. No.

13 Q. Did you take references?

14 A. No.

15 Q. Did you do a Google search for
16 any complaints, or Yelp search for any of
17 complaints?

18 A. Not really, no.

19 Q. You just hired him because he
20 said he would do it?

21 A. Yes.

22 Q. Did he have any conditions to
23 doing it?

24 A. Conditions, no.

25 His condition was to have right

1 Boris Yam

2 signs everywhere.

3 Q. Okay. So he placed the signs --
4 I am sorry. Finish.

5 A. No. No. He just said that from
6 what I remember, maybe a little bit wrong,
7 that if you decide to do this, this side of
8 road, let's say no parking, this type, make
9 sure you have signs, enough signs here, so
10 the people understand with the arrow is.

11 Q. So he was part of the process of
12 deciding whether to have no parking on the
13 right side of the road?

14 A. No. No. He was not part of
15 process.

16 He just said how it should be
17 done for him to, you know, enforce it; that
18 is all.

19 Q. So you placed the signs, not
20 Bobby's Towing?

21 A. No. Yes, us.

22 Q. Did he provide you with the
23 signs?

24 A. No.

25 Q. So I am going to go back to

1 Boris Yam

2 Exhibit 3.

3 A. No parking signs is ours.

4 He just give us the sign that is
5 he is going to maintain the parking, that is
6 all.

7 Q. Let me just make sure I am clear
8 on it, and we are all on the same page. Just
9 bear with me for a second.

10 You placed these top two signs,
11 is that correct, this one and this one?

12 A. Yeah.

13 Q. These are the only two signs on
14 Rhoebella Drive?

15 A. No. There are plenty of them,
16 millions of them.

17 Q. How come I don't have pictures of
18 them, sir?

19 A. I just show you the pictures,
20 what kind of signs we have.

21 Q. That is not what my subpoena
22 demanded.

23 A. They have them all over the
24 circle.

25 Q. I have had my investigators

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Boris Yam

there, and they photographed the circle.

This picture here?

A. Yes.

Q. This was provided by Bobby's Towing?

A. On the bottom.

Q. Yeah.

A. Yeah. This is his. He brought this sign, who he is, yes.

Q. Okay. Very good.

I am going to show you what has been marked as Exhibit 4. Just bear with me.

A. So you send investigators, they didn't see the signs?

Q. I am going to ask them after we talk, what they saw.

A. No. No. No. The signs are all over.

Q. Just bear with me. I am going to ask them. I just want to make sure I have them all.

So I am sharing with you what has been marked as Exhibit 4, which is a private property towing service contract.

1 Boris Yam

2 A. Uh-huh.

3 Q. So now in the case of vehicles
4 illegally parked, does the office call the
5 tow company to remove cars, do you call the
6 tow company to remove cars, or how does that
7 happen?

8 A. No. No. He just patrols it.

9 Q. He just patrols it?

10 A. Yes. He not all the time, but
11 when he is here, he drives around, he sees
12 somebody park illegally, he does what he was
13 hired to do.

14 Q. Let me ask you something.
15 Who drafted this document? Was
16 this you, or did Bobby's Towing provide this
17 document?

18 A. I don't remember. Let me try
19 to -- I don't remember who did.

20 I signed it, see?

21 Q. You did sign it, and he signed
22 it.

23 Is this something that Manchester
24 Gardens provided, or is it something that
25 Bobby provided for you to sign?

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Boris Yam

A. I think Bobby provided us to sign, yes.

Q. Do you ever call Bobby's Towing for tows, personally?

A. Me, I don't remember. I think, yes, but abandoned vehicles. Vehicles with no plates. I don't know.

Maybe a couple of times in all these years. It is not --

Q. Is there ever a time that you keep a logbook of the times you have called Bobby's Towing on tenants?

A. No.

Q. Now you indicated that Bobby patrols Manchester.

Is that part of your understanding with them, they will come and patrol the area?

A. Yes. It is not on call. You know, it is not that we have to call for that. I don't have time for that at all, so he does it on his own.

We signed this agreement, and he enforces it.

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Boris Yam

Q. So I am going to show you -- if you look on the screen, it is Manchester Gardens, Inc., Bobby's Auto Repair and Collision, addendum to service contract dated October 26, 2018.

A. One second.

Q. You should have a copy.

A. Yes, I do but, you know.

Q. Don't go looking for it. It says here in paragraph, all communications between parties shall be in writing.

What communications do you have with Bobby's Towing that are in writing?

A. Communications, I don't write him anything. No, nothing. I didn't write.

Oh, maybe I provided him the license plate from my guys, you know, who work here, so he doesn't take them.

Q. How would you have provided that, via an e-mail, via letter, via fax?

A. No. I wrote on piece of paper and gave it to him.

Q. You handed it to him?

A. Yes.

1 Boris Yam

2 Q. Do you have any copies of the
3 communications with Bobby's in writing?

4 A. No.

5 Q. If you do find any copies, I am
6 going to ask you to make a search and provide
7 them to me pursuant to the subpoena, okay?

8 You indicated you would call for
9 a tow when there was abandoned vehicles.

10 When else would you call for
11 vehicles?

12 A. I did a couple in maybe three
13 years.

14 Q. Couple of times in three years?

15 A. Yes. Sometimes it is like
16 completely abandon, flat tires and this, and
17 it is winter, and I need to do that,
18 something in the parking lot, so I have to
19 call.

20 I notified people. Not me, Bobby
21 notifies with a sticker that this car is
22 illegal, and stuff like that. He knows the
23 procedure. I don't even know.

24 Q. You're saying that, for instance,
25 you would never call if someone put on their

1 Boris Yam

2 hazards and was carrying groceries into their
3 house?

4 A. No, never.

5 Q. You would not call if somebody
6 was parked in a designated space?

7 A. No. I don't call for that at
8 all.

9 As I say, he is patrolling. I am
10 not involved. I am not involved in his
11 business at all.

12 Q. I am going to show you -- and I
13 am going to stop sharing for me, and I am
14 going to show you what has been marked as
15 Exhibit 5 that you provided to me.

16 So look. You provided me with a
17 sheet. I have it marked as Exhibit 5, and it
18 is a highlighted parking provision. It says
19 Page 13.

20 What is this page a part of?

21 A. Lease.

22 Q. Where in the lease is this
23 located when a tenant gets it?

24 A. What it is called, addendum.

25 Q. It is an addendum?

1 Boris Yam

2 A. It is lease.

3 People, when they come to rent an
4 apartment, we give them this lease, and it is
5 a part of this lease.

6 Q. I am going to show you what is
7 marked as Exhibit 6.

8 A. It is a lease.

9 Q. So page one at the top, this is
10 Exhibit 6, Page 2, Page 3, Page 4, Page 5,
11 which is where they sign.

12 Page 6 says standard form of
13 apartment lease, right?

14 A. Yes.

15 Q. That is the lease.

16 A. And then the addendum is inside.

17 Q. This says Page 13 on the bottom,
18 so it is not paginated in the same manner
19 that the lease is.

20 Also, it seems incomplete. It
21 has got an incomplete sentence. It says
22 forbidden, and then only highlighted parking.

23 So of this page, what is
24 applicable to the tenants, just the parking
25 provision?

1 Boris Yam

2 A. One second. I am in the office
3 now. Let me ask the girl in the office.

4 Q. No. No. No. That is okay. If
5 you need to give me the name of somebody --

6 A. I don't remember. So I think we
7 just tell parking, related to addendum, that
8 is related to parking. There is probably
9 second page or third page of the addendum.

10 Q. So it is a 13 plus page addendum?

11 A. No. No. No.

12 Q. But this would be the only
13 provision?

14 A. Provision about parking, yes.

15 Q. This is the only one in the lease
16 that is provided to the tenants, correct?

17 A. That is it.

18 Q. Yes?

19 A. Yes.

20 Q. Sorry, I didn't hear you.

21 I just want to go through it with
22 you quickly. I am going to read it aloud.

23 The tenant may have only one car
24 parked on the premises. No commercial
25 vehicles or motorcycles. Tenant must write

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Boris Yam

to the main office in New Jersey to obtain permission for any other vehicle. Failure to comply with these terms will result in the towing of the unauthorized vehicle at the tenant's expense. Tenant shall not block garage and dumpsters, and shall be assessed a fee of \$250 plus towing fee, if dumpsters are blocked by vehicle. All cars at no parking zone will be towed at vehicle owner's expense and a towing and storage rate. That is it.

That is the lease provision on parking; is that correct?

A. Yes. I didn't see anything else.

Q. Okay. So there might be more to the addendum.

And I am going to ask you to provide it to me, the entire addendum to the lease. You said it would be part of the standard lease.

Now let's look at the private towing contract.

I am going to look at Paragraph 2.2, right?

A. Yeah. Property owner, yeah.

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Boris Yam

Q. Property owner authorizes Bobby's Auto Repair and Collision to be the exclusive towing service provider for the contracted property and herein authorizes Bobby's Auto Repair and Collision, Inc. to tow from the contracted property any vehicle that violates and of the selected conditions of listed before.

What does that mean, "and"? That makes no sense.

A. One second. Any vehicle that violated, yes, basically --

Q. I see this, but this makes no sense to me. It is grammatically unclear.

Do you understand what that means?

I am asking, you entered into this contract?

A. Listen, I don't remember.

Q. You are looking at it now, auto repair to tow for the contracted property any vehicle that violates "and" of the selected conditions.

A. Maybe violated something, the

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Boris Yam

vehicle in the middle of the road or something.

Q. So you don't understand this provision of the property contract that you signed; is that right?

A. I understand.

I just think, say, if somebody parked the car, you know, in the middle of the road, yeah, that is a violation, to begin with, but it is not listed on this list that is below, for example.

Q. Do the tenants have copies of this contract?

A. No.

Q. So it says "and."

I am going to assume, any of the selected conditions as listed below?

A. Yes.

Q. But it says "and" but it should be "any." Does that make sense?

A. Yes.

Q. It says parking and fire zone.

What does that mean, parking and fire zone?

1 Boris Yam

2 A. Well, we have fire zones to the
3 parking lots. You know, it is a fire zone,
4 because it is pretty narrow, so they park
5 over there to the parking lot.

6 If you see the map, you will see
7 it is pretty narrow, so you cannot park
8 there. You need access for emergency
9 vehicles or something like that, garbage
10 trucks.

11 Q. Is that provided in the lease for
12 the parking?

13 A. In the lease, no, nothing about
14 that.

15 Q. It says parking in a no parking
16 zone. That is Paragraph 18; is that correct?

17 A. No parking zone, yes. As I said,
18 it is near the hydrants near, you know.

19 Q. Right where it is marked, is that
20 right, no parking?

21 A. Right.

22 Q. Now it says parking in assigned
23 or reserved space.

24 What does that mean?

25 A. Handicapped.

1 Boris Yam

2 Q. Well, but wait a second. Right
3 below, it says parking in handicapped space
4 with no permit.

5 So what does parking in assigned
6 or reserved space mean?

7 A. I think at the time, we had
8 assigned parking for superintendent on call
9 or something like that, near where she lives.

10 Q. You just testified a short while
11 ago there was never assigned parking in the
12 31 years.

13 A. No. No. It is not assigned
14 parking. I don't have it now.

15 Q. In 2018, there was no assigned or
16 reserved spaces, is that correct, to date?

17 A. No. No.
18 Reserved is handicapped parking.

19 Q. But underneath it says parking in
20 handicapped space with no permit.

21 A. Correct.

22 Q. There is no reason for parking in
23 assigned or reserved space in this contract;
24 is that correct?

25 A. Yup. You are confusing me.

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Boris Yam

Q. Is there any reason, at Manchester Gardens, to contract to allow Bobby's Towing to tow cars from parked in reserved or assigned spaces?

A. You say that he have no right to tow from assigned spaces.

Q. I am asking you what the justification is for permitting a towing company to tow cars from assigned and reserved spaces when there are, according to your testimony, no assigned or reserved spaces?

A. Well, only handicapped, that is all.

Q. So there is no justification for it; is that correct?

A. That is correct.

Q. Now it does say, underneath parking in handicapped space without a permit.

How many handicapped spaces do you have at Manchester Gardens?

A. I cannot give you exact number. It is three, four, something like that.

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Boris Yam

Q. And that is in the lease, that they can't parked in the handicapped space without a permit?

A. No, it doesn't say in the lease.

Q. On the next line it says parking on a sidewalk or lawn.

What does that mean?

A. Some people driving on the lawn and leaving the cars over there.

Q. And is that in the lease?

A. Don't think so, no.

Q. Do they know not to park on the lawns?

A. In the lease, it is like, I don't know, you know, when you park -- when you drive on the lawn, you do damage to the property.

Q. I understand the justification for the rule, but I am asking --

A. No, this --

Q. Let me finish.

I understand the justification from wanting people to not park on the lawn.

What I am asking you, do they

1 Boris Yam

2 know you don't want them to park on the lawn?
3 Is there a sign? And if there is a sign,
4 what does it say?

5 A. No, don't have a sign.

6 Q. What is the justification for
7 allowing Bobby's to tow from a location that
8 the tenants don't know not to park on?

9 A. There is no justification.

10 Q. Okay.

11 A. I don't have anything.

12 Q. It is not in the lease, correct?

13 A. No.

14 Q. Now, the next line item is
15 blocking the entrance, exit or traffic within
16 the property.

17 What does that mean?

18 A. That is what I was saying. You
19 know, if you block entrance to the parking
20 lot or to the complex itself, or sideways,
21 that will cover all this. People leave the
22 car and go.

23 I don't know. Just to cover any
24 possible situation.

25 Q. So it is basically a catchall?

1 Boris Yam

2 A. Yeah.

3 Q. Anything that Bobby decides he
4 wants to tow someone's car, he can just say
5 it is blocking an entrance or traffic within
6 the property; is that right?

7 A. I would say so, yes.

8 Q. Is that in the lease?

9 A. No.

10 Q. Now, the next line item is
11 blocking access to utilities and facilities.
12 And we did read something about dumpsters
13 mentioned in the lease, right?

14 A. Yes. That is one.

15 Q. This says laundry room.
16 Would it be possible to block
17 your laundry room with the parking?

18 A. Yes. They in the basements.

19 Q. Is there parking in front of the
20 doors to the laundry room?

21 A. Right.

22 And also, it involves driving on
23 the lawn, by the way.

24 Q. I am sorry. Can you repeat that?
25 I didn't really get it.

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Boris Yam

A. To block, let's say, while trash, you understand, this also obviously done.

But laundry room, to drive to this -- to block the entry to the laundry room involves driving on the lawn.

Q. Is that in the lease?

A. No.

Q. Double and triple parking.

What does that mean?

A. When somebody double parking, you know, let's say at night, you can park -- you know, remember we showed the circle?

Q. Uh-huh.

A. They can park only one side.

If somebody parks double, that is a double parking.

Q. Isn't that the same as blocking traffic?

A. You cannot completely block the traffic if you double park but, you know, it is probably the same. Yeah, it is the same.

It falls under the same category, blocking traffic.

Q. Is that found in the lease, a

1 Boris Yam

2 prohibition against double or triple parking?

3 Oh, I lost you.

4 A. I don't know. If answer the
5 phone, I am going to lose you?

6 Q. Yeah. You can't answer the phone
7 right now.

8 It is not that much more?

9 The next line item, more than one
10 vehicle occupying one parking space.

11 What does that mean?

12 A. Well, that is exactly what it
13 says. It is more than one vehicle occupying
14 the space.

15 Maybe, I don't know, they two
16 small cars, something like that.

17 Q. Why? Why can't they do that?

18 A. Well, it is also you cannot park
19 two cars going to be sticking out, or
20 something like that. It is also, you know.

21 Q. Blocking traffic?

22 A. Blocking traffic, something like
23 that, right.

24 I never saw this, but, you know.

25 Q. You never saw anybody double or

1 Boris Yam

2 triple parking?

3 A. No.

4 Q. How about when one vehicle is a
5 little bit close to the yellow line in a
6 parking spot, or maybe over the yellow line?
7 Is that what that means?

8 A. No.

9 Q. How do you know that?

10 A. Because it is about the parking
11 spots.

12 Q. What would you say if I told you
13 Bobby tows people whose cars are right on the
14 yellow line and says that this provision
15 allows him to tow their car from parking? Do
16 you authorize him to do that?

17 A. No. No.

18 First of all, nobody asked me
19 about this.

20 Q. Well, you signed this contract,
21 right?

22 A. Yes. Yes.

23 Q. You knew that this was in there;
24 it is checked off.

25 Do you authorize him now, knowing

1 Boris Yam

2 that he is doing that? Is that okay with
3 you?

4 A. Well, I don't know, you know,
5 which situation we discussing right now.

6 Q. Let's just say hypothetically,
7 without talking an actual situation, somebody
8 parks their car and their tire is on the
9 yellow line of the next parking space.

10 Does this provision allow Bobby's
11 Towing to tow the car, according to your
12 understanding of this contract?

13 A. No.

14 Q. It does not?

15 A. No. Not the parking space, no.

16 But probably, I don't know, we
17 have this yellow lines by the hydrants.

18 Maybe that is what happened.

19 Q. I just want to make sure that I
20 am clear.

21 You don't authorize that kind of
22 towing?

23 A. No.

24 Q. Forget about the yellow hydrants.

25 Let me ask you, what about

1 Boris Yam

2 parking without a permit?

3 Oh, by the way, more than one
4 vehicle occupying one parking space, where is
5 that in the lease?

6 A. It is nothing in the lease.

7 Q. Parking without a permit where
8 applicable, is there a permit requirement?

9 A. No.

10 Q. You don't issue permits?

11 A. No, we don't.

12 Q. Did you have a list of vehicles
13 that are currently authorized to park at the
14 premises?

15 A. No.

16 Q. So how do you know, pursuant to
17 this provision, what vehicles are authorized
18 to tow and what aren't?

19 A. There is no provisions, which
20 vehicles are authorized to tow. Only ones
21 that violating the parking, you know.

22 Q. Just that are violating this one
23 right here, parking in no parking zone, that
24 is what the lease says, and the dumpsters,
25 correct?

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Boris Yam

A. And the dumpsters and fire lanes.

Q. The fire lanes aren't in the lease; is that right?

A. I don't remember. I think it is right.

Q. I can reread it to you, sir, if you would like me to.

But it basically says no parking zone, dumpsters, no motorcycles, no commercial vehicles; but the words fire zone doesn't appear in that provision.

And I think you testified, and you can correct me if I am wrong, that the justification for the one side parking and the justification for not parking during the day is to allow emergency vehicles in?

A. Emergency vehicles, trash collection, like that, right.

Q. So you already have that provided for?

A. Yeah.

Q. So there is no permits, and that is not provided in the lease; is that right?

A. No. No. We don't have permits.

1 Boris Yam

2 Q. Now, abandoned or inoperable
3 vehicles, flat tires, no plates, fictitious
4 plates, vehicles in disrepair, long term
5 storage, et cetera.

6 A. No.

7 Q. So let me ask you something:
8 What does vehicles in disrepair
9 mean?

10 A. Well, sometimes people take it
11 apart, they fix this, that, repair, and it is
12 sitting like that.

13 Q. Would it account for someone who
14 has got, say, a damage vehicle?

15 A. It maybe is damaged, or maybe
16 just in the middle of the repair.

17 Q. Okay.
18 Where is that found in the lease?

19 A. No.

20 Q. So does it matter if a vehicle is
21 authorized by the building to be parked
22 there, and if the tenants are within their
23 one vehicle limit, whether the vehicle is
24 inoperable or damaged?

25 A. Well, you know, somebody doing

1 Boris Yam

2 repairs, and he tells me, you know, comes to
3 the office -- I am just telling you, I don't
4 think there is any provision for that.

5 When they come, they notify us,
6 you know, they put a sign written,
7 handwritten, that we will be done within two
8 days or so, three days, you know.

9 He saw it. He asking me
10 sometimes, is it good.

11 Yeah, there is a sign that they
12 know they are going to be done soon.

13 Q. What if he doesn't ask you, and
14 tows it?

15 A. Well, I have no control over
16 that.

17 Q. You don't, right?

18 A. No, I don't.

19 Q. You gave him absolute power to
20 tow vehicles of tenants of your complex;
21 isn't that right?

22 A. Yes.

23 Q. Let's continue.

24 What if the car has a temporary
25 plate on it, but it is an authorized vehicle

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Boris Yam

to be in your lot? Is Bobby's authorized, pursuant to this document, to tow that vehicle?

A. I don't think so.

Q. Okay. But what if he does?

A. Well, that is between him and the person who, you know.

Q. Even though you authorized the vehicle to be there, and it is not in the lease, is that right, it is up to Bobby's?

A. No. No. It is nothing in the lease about that.

But people have temporary plates. It happens sometimes.

And I never saw that he is taking cars like this, towing cars like this with a temporary plate, if that is what the question is.

Q. That is the question, if it is fictitious plates, vehicles in disrepair, long-term storage, et cetera.

Even if it is fictitious plates, and the vehicle is authorized to be there.

A. No, fictitious plates is no good.

1 Boris Yam

2 He is taking them.

3 Q. Oh, I know what he is doing.

4 I am asking you if you are
5 authorizing him to treat your tenants in this
6 manner?

7 A. You are not asking me to --

8 Q. I am asking you. I am asking
9 you, did you authorize him --

10 A. If I approve his behavior or --

11 Q. Yeah. I will ask you both
12 questions.

13 Do you approve of this behavior?

14 A. Listen, as a landlord
15 representative, of course I don't want to
16 treat tenants that bad, of course not. That
17 is why I am saying I am trying to be
18 flexible. When somebody comes and says, I
19 gotta temporary, do this a week or so, that
20 is it.

21 And Bobby comes, says I have
22 something here, I say no, just go. That is
23 it.

24 But if it is at night, on the
25 weekend, or something like that, you know, he

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Boris Yam

see that, the fake plate, he probably does, he takes it.

Q. Let's just look down at this, Exhibit 4 still. And I am going to point to you Paragraph 6, release of vehicles.

Bobby's Auto Repair and Collision, Inc. is under no obligation to release any vehicle towed, under this contract, free of charge, at the request of the property owner.

The property owner agrees that denial of a vehicle lease without payment does not constitute termination of this contract.

So he can basically tow the cars, even if you are not authorizing it, and pursuant to this provision that you signed, there is nothing your agency can do; is that right?

A. Yeah.

Q. Except maybe not renew the contract, correct?

A. Exactly, yes.

Q. What if one your tenants is

1 Boris Yam

2 saving money to fix a car, and they are
3 parked in an assigned space, and it is an
4 authorized space, an authorized vehicle, but
5 it is in disrepair.

6 Do you authorize Bobby to tow
7 that car?

8 A. Well, if it falls under this
9 provision, this car is what it says over
10 there, that list, it can fall under like
11 abandoned car.

12 Q. But how do we know what
13 constitutes a vehicle in disrepair, according
14 to this contract?

15 A. I think I saw it many times, that
16 he puts red sticker on the car, and people
17 can reply to us, to him, whatever they want
18 to, that is gonna be done tomorrow, this is
19 what happened; You know, something.

20 Q. He charges them to remove that
21 red sticker, right?

22 A. Yes.

23 Q. Yes, it is called a windshield
24 boot. Did you know that?

25 A. No. No. No. I am not talking

1 Boris Yam

2 about windshield boot. I saw windshield
3 boot.

4 It is a big plastic shield that
5 attaches to the windshield. I am talking
6 about the red sticker you put on the
7 windshield or back door, or any window
8 sticker you can peel off.

9 Q. How about the next provision --
10 let's move on from this.

11 Head in parking, what does that
12 mean?

13 A. Where is that?

14 Q. It is right here.

15 Do you see my arrow?

16 A. Head in parking.

17 Q. Head in parking.

18 A. I don't remember.

19 Q. Do you know what that means?

20 A. No.

21 Q. Where is that in the lease?

22 A. Nothing in the lease.

23 Q. Okay. Did the tenants know about
24 this?

25 A. Head in park?

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Boris Yam

Q. That means if you park nose into a space, he can tow you?

A. I think meant something else. Remember, it was three years ago.

No, I don't have no answer. I don't remember.

Q. I am going to skip over these two commercial provisions, because it says no commercial vehicles, in the lease, and I get it.

I am going to ask you about no overnight parking outside of business hours.

Can you tell me what that means?

A. Oh, we have spot in the front of office that says -- how do you call it? You know, people come to rent an apartment, they stop, it is for them to stop there and go to the office.

Q. Oh, after business hours, when there is no one going to come to rent an apartment, this says they can't park in that spot?

A. Right.

Q. Okay. Where is that in the

1 Boris Yam

2 lease?

3 A. Nothing in the lease.

4 Q. All right.

5 Let's look at underneath others,
6 as stated below.

7 Obstructing snow plowing, what
8 does that mean?

9 A. Well, somebody parks in the way
10 for the snow plow to clean the snow.

11 Q. What if a car was parked in an
12 assigned spot within the yellow lines
13 overnight, and there is a snowstorm.

14 Will Bobby tow them?

15 A. No.

16 Q. He wouldn't?

17 A. No. No.

18 We have, if you look at the
19 map --

20 Q. Yeah, let's go back. Sorry.
21 Give me a second to get it up for you.

22 Can you see it?

23 A. Yes. If you look at every
24 parking lot, right, you have an entrance. So
25 if somebody entering the parking -- if

1 Boris Yam

2 somebody park, it has sign, no parking, fire
3 lane. And at the end of the parking lot,
4 straight at the end, there is garbage
5 containers. So when we plow snow, we have to
6 go to the left and push the snow to the left
7 or to the right of the container.

8 And we putting signs, you know,
9 do not, you know, park over there, because we
10 need to push the snow. That is probably what
11 it meant.

12 And somebody park right by
13 garbage container, we wouldn't be able to
14 plow the snow.

15 Q. What if they are parked, not
16 right by the garbage container, but in a
17 regular spot?

18 A. No problem.

19 Q. Bobby's not authorized to tow
20 them under those circumstances?

21 A. According to the contract, no.

22 Q. And of course, there is no
23 provision in the lease about snowplowing; is
24 that right?

25 A. In the lease?

1 Boris Yam

2 Q. Yeah. In the lease that you
3 showed me.

4 A. No.

5 Q. How about the boiler room? Where
6 is that?

7 A. Well, we have many.

8 Q. You have many boiler rooms?

9 A. Yes.

10 Q. Tell me, is there parking that
11 can block it?

12 A. No.

13 Q. It says parking and blocking in
14 front of boiler room access.

15 A. No.

16 Q. So there is no reason for that,
17 right?

18 A. No.

19 Q. Okay.

20 A. I think he just brought a
21 standard contract for towing from, you know,
22 and that is whatever is mentioned.

23 Q. He gave you a contract -- answer
24 me this question. Let me ask the full
25 question. He gave you this contract, and he

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Boris Yam

just checked off every single box to give him whatever authorization he needed to tow as many cars as he wanted; is that correct?

A. Well, can put it this way, yeah.

Q. That is the way I am putting it. Would you put it that way?

A. Yes, pretty much. Yes, we gave him control of this parking regulations here, parking in this complex.

Q. Let me ask you this question.

Looking at Paragraph 4.1, State of New York Law, Bobby's Auto Repair and Collision, Inc. must adhere to and follow all laws of the New York Predatory Towing Act, see attached.

Where is that Act? It is not attached to the copy you gave me.

Do you have a copy of it?

A. I have to look into this.

Q. I will ask you to provide me with a copy of it.

But did you read that law?

A. No.

Q. Okay. So what if a car is towed

1 Boris Yam

2 in the manner not authorized by the lease
3 and/or the towing contract? What is your
4 recourse? How do you get the car back for
5 your tenants?

6 A. No. No. I don't call him for
7 that.

8 Q. Okay. But what if they complain
9 and ask you to call him and get their car
10 back. How would you do that?

11 A. I tell them not to get me into
12 this, to call him.

13 Q. You stay out of it; is that
14 right?

15 A. Otherwise, I am going to go
16 crazy. I have enough complaints for
17 maintenance; I don't need that.

18 Q. Okay. So I am going to read you
19 a section of New York State Law Vehicle and
20 Traffic Law Section 129 Park or Parking.

21 Park or parking means the
22 standing of a vehicle, whether occupied or
23 not, otherwise than temporally for the
24 purpose of and while actually engaged in
25 loading or unloading merchandise or

1 Boris Yam

2 passengers.

3 What if a tenant has a vehicle
4 with its hazards on, running, and is carrying
5 groceries into the apartment or dropping
6 something off to another tenant, and is
7 actually engaged in unloading merchandise?
8 Would that be authorized a tow in that
9 circumstance?

10 A. I personally think no.

11 Q. Okay.

12 A. I don't know how he interprets
13 all this. For him, maybe a target for
14 towing, I don't know.

15 But I would say no. I wouldn't
16 touch the car.

17 But I am not here all the time,
18 24/7. I have another complex, sometimes I am
19 there.

20 Q. Canterbury Gardens is also your
21 complex; is that right?

22 A. Right.

23 Q. And he is also the towing
24 provider for that complex, isn't that right?
25 Same rules, same kind?

1 Boris Yam

2 A. Same kind.

3 Q. So you would not authorize towing
4 in that circumstance?

5 A. No.

6 Q. Did you think this contract
7 authorizes towing in that circumstance?

8 A. Well, he can interpret it as
9 following on the parking or no parking zone,
10 something like that.

11 Q. But according to New York State
12 Law, that is not parking.

13 A. Well, you have to, but the law is
14 for sure.

15 Q. Good. You are right. You
16 understand that to tow somebody while they
17 are temporarily unloading passengers or
18 merchandise is a violation of New York State
19 Law, since that is not technically parking,
20 under the law, correct?

21 A. Yes.

22 Q. I just want to let you know that.

23 A. Yeah. Yeah.

24 Q. And you already indicated if
25 somebody parks in a parking space, and it

1 Boris Yam

2 snows overnight, that is not obstructing
3 snowplowing; is that correct?

4 A. Can you repeat that, please?

5 Q. Sure. If a tenant is parked in a
6 marked parking space --

7 A. Yes.

8 Q. -- And it snows overnight, that
9 is not obstructing snowplows?

10 A. No.

11 Q. But as manager of the complex, if
12 Bobby's Towing tows a vehicle, and they are
13 not authorized by this contract, you have no
14 recourse for your tenants; is that right?

15 A. Yes.

16 Q. Do the tenants complain about the
17 towing and parking situation at Manchester
18 Gardens?

19 A. Yes, people were. They were
20 upset.

21 When they come out and see no
22 car, they come here and say to me or rental
23 agent -- yeah, upset. So we give them the
24 phone number, or they show the sign that it
25 is not us.

1 Boris Yam

2 Q. But do tenants complain about
3 towing and parking situations, and then you
4 come across a situation where Bobby has towed
5 a vehicle in a manner that was not authorized
6 by New York State Law or these documents?

7 A. I don't investigate this, you
8 know. I am not involved in this at all.

9 Q. So you just give --

10 A. I just acknowledge that people
11 are upset. That is it. What can I do?

12 Q. So you don't investigate it, you
13 just kind of turn a blind eye to it?

14 A. Right.

15 Q. And you let him do what he has
16 gotta do?

17 A. Yes.

18 Q. How often do you estimate that
19 Bobby's Towing tows vehicles from Manchester
20 Gardens?

21 A. Right now or, you know, at the
22 beginning, it was a lot.

23 Now, it is, I don't know, maybe
24 once a week, or something like that.

25 Q. Have you ever stood outside with

1 Boris Yam

2 your cell phone and called Bobby's Towing to
3 tow a car?

4 A. No, I don't call him.

5 Q. So you hired Bobby's Towing?

6 A. Yes.

7 Q. You were the signatory on this
8 contract?

9 A. Yes.

10 Q. Anyone at corporate level who
11 deals with Bobby's Towing?

12 A. No. No, it is me.

13 Q. Has anybody any input on --

14 A. Well, at the time, it was Marko
15 Russo was also involved, not only me; but
16 yeah.

17 Q. So does he have any oversight or
18 input on towing and parking in general?

19 A. No.

20 Q. Who does?

21 A. Nobody does.

22 I mean, what do you mean by that?

23 We have contract with the guy.

24 He goes and maintains it. That is it.

25 Q. I mean, do tenants write letters,

1 Boris Yam

2 call, complain, and then they say to you, do
3 something about this, talk to Bobby? Does
4 that ever happen?

5 A. Yeah. Yeah, I remember seeing
6 that, but a while ago.

7 Yeah, they send letters to the
8 headquarters, to New Jersey office and to us.

9 Q. And what do you do about that, if
10 anything?

11 A. Well, nothing I'm allowed to do
12 about it.

13 We have contract with Bobby's
14 Towing, and that is it.

15 Q. Is anybody allowed to do anything
16 with it?

17 A. No.

18 Q. Have you or anyone else working
19 for Manchester Gardens ever received a gift
20 from Bobby's Towing for any reason
21 whatsoever --

22 A. No.

23 Q. -- for calling to tow vehicles?

24 A. No. No. Nothing like that.

25 Q. For signing the contract with

1 Boris Yam

2 him?

3 A. No gifts from him.

4 Q. Do you agree that the purpose of
5 towing is to keep the roadway clear, and not
6 enrich the tow company or its operator?

7 A. Yeah. This is the only purpose
8 is to have normal parking, you know, property
9 appeal and, you know, normal parking for
10 people; and that is all.

11 Q. After this conversation and going
12 over the contract with you, do you think that
13 the way the parking and towing rules are set
14 forth in the service contract are designed to
15 enrich Bobby or to keep Manchester Gardens
16 clear from traffic?

17 A. Well, I think it is just to keep
18 the property clear from traffic and all that.

19 Q. Please explain why you think
20 that?

21 A. Let's say it has improved our
22 rental rates immediately, because it looks
23 much better when people come to rent an
24 apartment.

25 Cars all over, you cannot park.

1 Boris Yam

2 Now, it is all clean. It looks good, you
3 know, around the circle.

4 Q. How does it affect your retention
5 rates?

6 A. No. Right now, for example, we
7 have like one unrented apartment. We used to
8 have five, ten, twenty apartments, now it is
9 one.

10 I am not saying this particular
11 situation affected it but, you know, that is
12 what happened.

13 Q. I am going to read you a review
14 from Yelp.

15 A. Yelp?

16 Q. Yelp. This is on Manchester
17 Gardens.

18 I just moved into Manchester
19 Gardens. I just moved in a month ago, and I
20 am ready to move out. This place is so
21 horrible on many levels.

22 I work nights at the hospital. I
23 just had my car towed because I didn't move
24 it quickly enough. Do not move in here. It
25 is not worth the money they charge. Stay

1 Boris Yam

2 away from place. Worst mistake I ever made.

3 A. Uh-huh.

4 Q. This is a second review.

5 They have a predatory tow company
6 that lives off the residents here. Second
7 time in two weeks I have no hot water.
8 Appliances are old, outdated, and the rent is
9 high, even though heat and hot water is
10 included.

11 A. Yes.

12 Q. This is another review, number
13 three: I am just saying because I just want
14 you to be aware what is out there because you
15 say you did it to improve rental rates.
16 There is also what people are saying, and I
17 just want Manchester Gardens to be aware of
18 this. I am making you aware of this.

19 I am not after Manchester
20 Gardens. I am not after anybody, but I am
21 investigating Bobby's Towing, and I want you
22 to be aware of what people are saying about
23 your complex because of his actions, so I am
24 going to read you a third review:

25 This place definitely needs an

1 Boris Yam

2 upgrade. I have lived here for many years,
3 and it is just terrible how they treat their
4 tenants. Taking people's cars, come on.
5 That is no fair. What if somebody has to go
6 to the hospital? What if there was an
7 emergency? Walking out and your car is gone
8 without notice because there is not enough
9 parking. That is this place. Fault not the
10 tenants. Why should they have to pay for it?
11 Simply unfair.

12 Sir, I don't have any other
13 questions for you. I just wanted you to be
14 aware of those Yelp reviews.

15 Do you have anything you would
16 like me to know?

17 A. No. Well, I didn't look at this
18 Yelp reviews. I am going to look at it.

19 Q. I would like you to look at both
20 Yelp and Google; there is multiple reviews.

21 And I have also have gotten
22 multiple sworn complaints, not just about
23 Manchester, but about Manchester Gardens and
24 the towing situation there, and that is why I
25 have asked you here today.

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Boris Yam

MS. LEE: And so this is the end
of the deposition; so Maria, off the
record.

(Time noted: 11:35 a.m.)

BORIS YAM

Subscribed and sworn to before me this

----- day of -----, 2021.

-----, Notary
Public.

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CERTIFICATE

I, MARIA ACOCELLA, a Notary Public within and for the State of New York, do hereby certify:

That the witness whose deposition is hereinbefore set forth, was duly sworn by me and that the within transcript is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of December, 2021.



MARIA ACOCELLA

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WITNESS'S CORRECTION SHEET

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BORIS YAM

Subscribed and sworn to before me

this _____ day of _____, 2021

_____, Notary Public.

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BOBBY'S AUTO REPAIR AND COLLISION INC.

Ghibi #Y

248 Smith Street

Poughkeepsie, NY 12601

Private Property Towing Service Contract

This Contract is entered into this 10/26/18 of OCT 26, 2018 between MANCHESTER GARDENS INC. (herein 'property Owner'),

and BOBBY'S AUTO REPAIR & COLLISION INC. a private corporation whose address is: 248 Smith Street Poughkeepsie, NY 12601

1. PURPOSE: The purpose of this contract is for the property owner to authorize BOBBY'S AUTO REPAIR & COLLISION INC. to be the exclusive towing service for the contracted property listed below and for BOBBY'S AUTO REPAIR & COLLISION INC. to provide to property owner comprehensive parking management for the contracted property as described in the 2.0 scope of service below.

2. SCOPE OF SERVICES: as part of the comprehensive parking management service BOBBY'S AUTO REPAIR & COLLISION INC shall provide the following services:

2.1 Signage: At property owners request BOBBY'S AUTO REPAIR & COLLISION INC will post all required parking signs on the contracted property to meet NYSA law for predatory towing. The signs remain the property of BOBBY'S AUTO REPAIR & COLLISION INC. and shall be collected at the end of the end of the contract if not renewed.

2.2 Towing: Property owner authorizes BOBBY'S AUTO REPAIR & COLLISION INC to be the exclusive towing service provider for the contracted property and herein authorize BOBBY'S AUTO REPAIR & COLLISION INC to tow from the contracted property any vehicle that violates and of the selected conditions as listed below:

- Parking and Fire Zone
- Parking in NO Parking Zone
- Parking in Assigned or Reserved space
- Parking in Handicapped space with no permit
- Parking on Sidewalk or Lawn
- Blocking Entrance, Exit or Traffic within the Property
- Blocking Access to Utilities & Facilities (Trash, Laundry Room ETC.)
- Double/Triple Parking

- More then one Vehicle Occupying one Parking space
- Parking without a Permit (where Applicable)
- Abandoned or Inoperable Vehicles (Flat Tires, No Plates, Fictitious Plates, Vehicles in Disrepair, Long Term Storage ETC....)
- Head in Parking
- No commercial Vehicle Parking Overnight with GVWR of 10,000 or More
- No commercial Vehicle Parking Overnight with GVWR of 26,000 or More
- No overnight Parking Outside of Business Hours
- Other as Stated Below

Campers, Motorcycles, Trailers, Parking in front of Boiler Room Access, Parking and blocking Dumpsters, obstructing snow plowing, and construction zone.

3.0 CONTRACT TERM: The initial term of the contract shall be for Three(3) years from the effective date and shall automatically renew for additional One(1) year terms unless either party provides the other party with written notice of cancellation with at least ninety(90) calendar days prior notice of cancellation.

4.0 BUSINESS OPERATING PERMITS AND LICENSES:

4.1: State of New York Laws: BOBBY'S AUTO REPAIR & COLLISION INC must adhere to and follow all laws of the New York Predatory Towing Act (See Attached)

4.2: Permits: BOBBY'S AUTO REPAIR & COLLISION INC is required to have and hold permits as required by the state of New York and if required for removal of vehicles as required for Law Enforcement Purposes.

5.0 INDEMNIFICATION: BOBBY'S AUTO REPAIR & COLLISION INC shall indemnify and hold the property owner, Management company and Employees harmless from, and shall process and defend at BOBBY'S AUTO REPAIR & COLLISION INC expense, any claims, demands, or suits at law or equity arising in whole or in part from the BOBBY'S AUTO REPAIR & COLLISION INC negligence or breach of any of its obligations while performing services pursuant to this contract.

6.0 RELEASE OF VEHICLES: Any vehicle towed under the terms of this contract shall be released upon full payment of all fees due to BOBBY'S AUTO REPAIR & COLLISION INC.

BOBBY'S AUTO REPAIR & COLLISION INC is under no obligation to release any vehicle towed under this contract free of charge at the request of the property owner. The property owner agrees that denial of a vehicle release without payment does not constitute termination of this contract.

7.00 SEVERABILITY: Should any part of this contract be deemed invalid or unenforceable under applicable law, that provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this contract.

8.00 WAIVER: No waiver of compliance with any provision or condition of this contract shall constitute a waiver of any other provisions or condition previously waived as to new circumstance or events

IN WITNESS WHEREOF each of the parties hereto has signed this contract on this 26 day of October 2018, herein the "Effective Date".

Property Owner or Manager

Name BORIS YAM

Title Manager

Signature Boris Yam

Date: 10/26/18

BOBBY'S AUTO REPAIR & COLLISION INC

Name Robert Sloves

Title Pres

Signature [Signature]

Date: 10/26/18

Contracted Property Information

Property Management CO: MANCHESTER GARDENS INC.

Property Name: MANCHESTER GARDENS APARTMENT COMPLEX

Property Address: 33A RHOBELLA DRIVE POUGHKEEPSIE NY.12603

Contact Information

Name: BORIS YAM Title Manager

Office phone#: _____ Cell#: _____

E-mail: _____ Fax#: _____

Emergency Contact

Name: _____ Title: _____

Phone#: _____

MANCHESTER GARDENS INC.

200 Central Avenue
Mountainside NJ.07092
1(908)654-4360

October 26, 2018

BOBBY'S AUTO REPAIR AND COLLISION INC.

248 Smith Street

Poughkeepsie, NY 12601

Re: Addendum to service contract dated OCT 26 2018 between
MANCHESTER GARDENS APPARTMENTS and BOBBY'S AUTO REPAIR & COLLISION INC.

The terms of this addendum will supersede any previous discussions and agreements, in case of a conflict between the contract terms and the addendum, the terms of the addendum will overrule.

1. It is hereby agreed that MANCHESTER GARDENS APPARTMENTS will not be liable for any damage to the interior and the exterior of any vehicle towed by BOBBY'S AUTO REPAIR & COLLISION INC voluntarily or involuntarily from MANCHESTER GARDENS APARTMENT COMPLEX.
2. BOBBY'S AUTO REPAIR & COLLISION INC will solely be responsible for the contents of all towed vehicles from MANCHESTER GARDENS COMPLEX.
3. BOBBY'S AUTO REPAIR & COLLISION INC shall be responsible to provide all towed vehicles information to the Police and all the regulatory agencies required to be notified by the statute.
4. BOBBY'S AUTO REPAIR & COLLISION INC will provide a towing service no later than four(4) hours from the phone call time, weather and traffic permitting, unless a written notice is given that it will not be able to accommodate MANCHESTER GARDENS APPARTMENTS on the stated day.
5. The service agreement is a revocable agreement by either party, with a Ninety(90) day notice during the first year. Upon completion of the first year both parties will be bound on a yearly based contract.
6. BOBBY'S AUTO REPAIR & COLLISION INC will not charge MANCHESTER GARDENS in any shape or form for the towing service of all vehicles towed from the MANCHESTER GARDENS.
7. BOBBY'S AUTO REPAIR & COLLISION INC shall provide MANCHESTER GARDENS with an insurance and liability certificate, prior to service commencement.
8. All communications between parties shall be in writing.

9. This contract shall apply to the towing of all passenger and commercial vehicles without weight limits.

10. BOBBY'S AUTO REPAIR & COLLISION INC shall indemnify MANCHESTER GARDENS and hold it harmless from any lawsuits and legal allegations concerning the towed vehicles. Once a vehicle is chained or lifted by BOBBY'S AUTO REPAIR & COLLISION INC it becomes BOBBY'S AUTO REPAIR & COLLISION INC responsibly and MANCHESTER GARDENS shall under no circumstances be liable to the loss of the vehicle, any exterior or interior damage, as well as to any missing contents stored inside the vehicle.

11. MANCHESTER GARDENS shall have access to all information concerning vehicles towed from its property.



Date 10/26/18



Date 10/26/18

MANCHESTER GARDENS
33 RHOBELLA DRIVE
POUGHKEEPSIE, N.Y. 12603
908-654-4360 845-454-3927

Date: October 25, 2021

Attached please find the following:

-Subpoena

-Lease and addendum to the Lease

-Contract Towing Company "Bobby's Auto Repair & Collision Inc."

-Pictures of the roads at Manchester Gardens showing No Parking signs.

Sincerely

Boris Yam

**RENTAL
OFFICE**
←

**TOWING
ENFORCED**
UNAUTHORIZED VEHICLES
WILL BE TOWED AT OWNER
OR OPERATOR'S EXPENSE
24 HOURS A DAY
BOBBY'S COLLISION
248 SMITH ST
POUGHKEEPSIE, NY 12601
845-473-6000
STATE LICENSED SERVICE

CC903-5125

**NO
PARKING
9:00 AM
TO 5:00 PM
EXCEPT SAT - SUN**



**NO
PARKING**
8:00 AM
TO 8:00 PM





NO
PARKING
FIRE
LANE

Towed from the City of Poughkeepsie

Consumer	Date of Tow	Location of Pickup	Type of Services Described on Receipt and Fee Charged	Minimum Overcharge as per City Ordinance 13.311	Notes
LHNW 21 Charles St. Poughkeepsie, NY 12601	10/30/2020	21 Charles Street	WF - 85.00, Winching - 75.00, Tax - 14.00, Total - 175.00	75.00	license plate: JJW5382
Tashina D White 10 Rinaldi Blvd. Poughkeepsie, NY 12601	02/10/2021	10 Rinaldi Blvd.	WF - 85.00, Unspecified - 75.00, Tax - 13.20, Total - 173.20	75.00	
Alyssa Starr Wells 900 South St. Highland, NY 12528	05/30/2019	35 Market St.	WF - 150.00, Winching - 75.00, Tax - 18.28, Total - 243.28	140.00	
Dale Smart 1065 Cherry St. Poughkeepsie, NY 12601	05/28/2019	32 N. White St.	WF - 150.00, Winching - 75.00, Tax - 18.28, Storage - 100.00, Total - 345.28	240.00	Illegal storage fee- stayed one night, charged two days, no exact time
Kelly Ann Jenkins-Victoria 15 N. Gilmore Blvd. Wappingers, NY 12590	05/14/2019	535 Main St.	WF - 150.00, Winching - 75.00, Tax - 18.28, Storage - 100.00, Total - 343.28	240.00	Illegal storage fee- stayed one night, charged two days, no exact time
Madeline Dintino 40 Walker Bungalow Rd. Portsmouth, NH 03801	05/15/2019	110 Main St.	WF - 150.00, Winching - 75.00, Tax - 18.28, Total - 243.28	140.00	
Jessica Brown 10 Rinaldi Blvd, 15-0 Poughkeepsie, Ny 12601	02/21/2019	29 Jefferson St.	WF - 85.00, Tax - 6.91, Total - 91.91	0.00	
Tim Williams 318 Highland Ave. Middletown, NY 10940 (845) 629-3920	02/21/2019	205 South Ave.	WF - 325.00, Tax - 26.41, Total - 351.41	240.00	

Paul Baker 13 Lewis Ave. Poughkeepsie, NY 12603	02/18/2019	733 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Storage – 100.00	240.00	Illegal storage fee- stayed one night, charged two days, no exact time
Candice Weiss 132 Franklin St. #3 Poughkeepsie, NY 12601	02/18/2019	733 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.00	140.00	
Shurlone Popo Hewitt 124 Foxhall Ave. Kingston, NY 12401	05/02/2019	29 Jefferson St.	WF – 85.00, Tax – 6.91, Total – 91.91	0.00	
Denise R. Munson 11 Erie St. Macedon, NY 14502 Work Address: Denise R Munson 2100 Walworth Penfield Rd. Walworth, NY 14568	05/13/2019	110 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Imbert Frankie Emmanuel 9 Dogwood Dr. Middletown, NY 10940	05/09/2019	534 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Desrine Lovelace 26 Cooper Rd, Apt. 206 Poughkeepsie, NY 12603 (845) 559-4515	05/10/2019	35 Market St.	WF - 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Leeann Matthews 14 S. Quaker Lane Hyde Park, NY 12538 (914) 486-5080	05/08/2019	57 Cannon St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Dean Barnes 76 N. Hamilton St. Poughkeepsie, NY 12601	05/07/2019	57 Washington St.	WF – 150.00, Tow – 65.00, Winching – 75.00, Tax – 18.28, Storage – 100.00, Total – 343.28	305.00	Illegal storage fee- stayed one night, charged two days, no exact time

Jay Gohel 45 Beck Rd. Poughkeepsie, NY 12601	05/06/2019	110 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.56, Total – 243.56	140.00	
Nancy Rosaler 72 Dutchess Terrace Beacon, NY 12508 (845) 505-1857	01/10/2019	110 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
James D. Milton 1 Emmott Place Poughkeepsie, NY 12601	01/09/2019	18 Hooker Ave.	WF – 150.00, Winching – 75.00, Tax – 18.25, Total – 243.25	140.00	Battery dead, Jumpstart
Zania L. Anderson 10 Meadow Rd. New Paltz, NY 12561	01/09/2019	Barclay St. and S. Hamilton St.	WF – 150.00, Winching – 75.00, Admin – 50.00, Tax – 22.34, Storage – 50.00, Total – 297.34	240.00	Illegal storage fee, no exact time. Illegal Admin fee.
Normita Lucia Pucha-Suin 6 Morgan Ave. Poughkeepsie, NY 12601	01/28/2019	59 Market St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Clasheka Riley 10 May St. #1 Poughkeepsie, NY 12603 Email: sheek8@gmail.com	06/11/2019	57 S. Hamilton St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Storage – 100.00, Unspecified – 28.29, Total - 371.29	168.29 OR 268.29	Potentially illegal storage fee: amount of days/pickup day not specified
Francisco Andrades 51 Worrall Ave. Poughkeepsie, NY 12603	06/20/2019	51 Worrall Ave.	WF – 150.00, Winching – 75.00, 2 nd Tow – 65.00, Tax – 23.56, Total – 313.56	205.00	
Kahliyah Pelayo 65 South Hamilton St. Poughkeepsie, Ny 12601	05/14/2019	57 S. Hamilton St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Storage – 350.00, Total – 593.28	190.00	Partially illegal storage fee. Exact time not specified. Should have charged for 6 days, not 7.

Nguyen Cuci 10 Rinaldi Blvd. Poughkeepsie, NY 12601	05/31/2019	57 Cannon St.	WF – 150.00, Unspecified – 75.00, Total – 243.00	140.00	
Elisa Garrick 31 Harmony Cir. Poughkeepsie, NY 12603	06/05/2019	2 Roosevelt Ave.	WF – 125.00, Winching – 50.00, Tax – 14.22, Total – 189.22	90.00	
Domingo Garcia 2561 State Route 55, Apt. 1 Poughquag, NY 12570	06/06/2019	49 Oakley St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Charles Main Mainn 22 Montgomery St. Poughkeepsie, NY 12601	06/18/2019	22 Montgomery St.	WF – 150.00, Winching – 75.00, Tax - 18.28, Total – 243.28	140.00	
Korotoum Fofana 33 Janet Dr. Apt. C Poughkeepsie, NY 12603	06/03/2019	691 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Dontae Young 58 Noxon St. Poughkeepsie, NY 12601	04/10/2019	35 Market St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Sandra Cardoso Address Maybe: 3 Ricky Ct. Hopewell, NY 12533	09/10/2021	Rt. 55	WF – 125.00, Total – 125.00	40.00	“Wheel fell off.”
Kierra Canten 425 Main St. Poughkeepsie, NY 12601	09/23/2021	425 Main St.	WF – 85.00, Total – 92.00	0.00	
Joseph D. Griffin 5 Schryver Ln. Hyde Park, NY 12538	10/18/2021	70 Hamilton St.	WF – 85.00, Tax – 7.00, Total – 92.00	0.00	
John Valentino No Address, Maybe: 25 Valley View Rd.	06/01/2021	South Ave and Academy	WF – 395.00, Hook Up Fee – 95.00, Working Time Hours	905.00 (not counting storage)	Potentially Illegal storage fee, no number of days

Poughkeepsie, NY 12603			- 125.00, Clean Up – 125.00, Gate Fee – 75.00, Admin – 175.00, Storage – 225.00, Total – 1215.00	OR 1130.00 (counting storage)	specified, extremely high other fees
Mary Fauclore 134 Cannon St. Poughkeepsie, NY 12601	12/29/2020	Cannon St.	WF – 125.00, Winching – 75.00, Storage- 150.00, Tax – 30.00, Total – 405.00	115.00 OR 265.00	Potentially illegal storage fee, no number of days specefied
Maria Colton 31 Woodland Cir. Hyde Park, NY 12538 845-454-1742	12/16/2020	347 Main St.	WF – 125.00, Winching – 75.00, Tax – 24.00, Total – 224.00	115.00	
Jane Mcleod 9 Bartlett St. #2 Poughkeepsie, NY 12601	01/15/2021	110 Main St.	WF – 125.00, Winching – 75.00, Tax – 24.00, Total – 224.00	115.00	"2.00 change" written on back
Yolanda S. 11 S. Hamilton St. Poughkeepsie, NY 12601	01/14/2021	Hamilton St.	WF – 125.00, Winching – 75.00, Tax – 25.00, Total – 225.00	115.00	
Amber May 14 North White St. Poughkeepsie, NY 12601	01/14/2021	9-13 S. White St.	WF – 125.00, Winching – 75.00, Tax – 24.00, Total – 225.00	115.00	"50 Steve", "25 Change", "20 P---", written on back
Toni White 57 Cannon St. Poughkeepsie, NY 12601	01/05/2021	57 Cannon St.	WF – 125.00, Winching – 75.00, Tax – 24.00, Total – 225.00	115.00	"Bill – 4.00, \$60 Steve, \$15 Fule, \$50 Oldman, \$60 Steve, \$80 Steve, plus A \$100, Jacky 30 Fule, Bill \$20" written on back
Raymond Stanton 5402 Cherry Hill Dr. Poughkeepsie, NY 12603 (845) 486-0140 , (845) 452-3229	02/28/2019	733 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	Right on the line of Poughkeepsie.

Christian Hodges 305 Strong Ave. Copiague, NY 11726	02/17/2019	94 Washington St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Jeannine Cutler 16 Innis Ave. Poughkeepsie, NY 12601 (845) 337-4770	02/17/2019	733 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	Right on the line of Poughkeepsie.
Allyce Braddy 2 Bradley Ct. Poughkeepsie, NY 12601 (845) 240-9401 (845) 849-1681 abraddy@gmail.com	02/17/2019	147 Union St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Victoria Cave 22 Montgomery St. Apt, 10N Poughkeepsie, NY 12601 (845) 485-5421	02/15/2019	22 Montgomery St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Sonya Odell-Russo No Address	02/15/2019	147 Union St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Lynn Holder 407 Chelsea Cay Wappingers Falls, NY 12590	02/15/2019	93 Market St.	WF – 150.00, Unspecified – 75.00, Tax – 18.28, Total – 243.28	140.00	
Rob Perez 36 N. White St. Poughkeepsie, NY 12601	02/18/2019	546 Main St.	WF – 150.00, Winching – 75.00, Storage – 150.00, Tax – 30.90, Total – 405.90, Paid – 355.90	140.00 OR 240.00	Potentially illegal storage fee, no end date or number of days specified. took off \$50
Desmond Murray 5 Verna Terrace #2 Poughkeepsie, NY 12601 (845) 345-9718 (845) 380-8247 LL: (845) 463-3547	02/15/2019	14 Civic Center Plaza	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	

Andre DeLeon 111 Prospect Ave. White Plains, NY 10607	02/12/2019	34 N. Bridge St.	WF – 150.00, Unspecified – 75.00, Storage – 100.00, Tax – 26.81, Total – 351.81	240.00	No exact times specified. Illegal storage fee, 1 day total- 2/12 to 2/13.
Nikki Parku 1668 Route 9 Apt. BE Wappingers Falls, NY 12590	02/17/2019	733 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Storage – 100.00, Total – 343.28, Paid – 293.28	240.00	Illegal storage fee, 2/17 to 2/18, took \$50 off. Right on Poughkeepsie line.
Harrold Laur R 16 Fountain Pl. Poughkeepsie, NY 12603	02/13/2019	57 Cannon St.	WF – 150.00, Winching – 75.00	140.00	
Maria P. Benitez 262 S. Cherry St. Poughkeepsie, NY 12601	02/12/2019	110 Main St.	WF – 150.00, Winching – 75.00, Storage – 100.00, Tax – 26.81, Total – 351.81	140.00 OR 240.00	Potentially illegal storage fee. No dates specified, charged for 2 full days.
Sandra Thomas Cruz 187 Union St. Apt. 2E Poughkeepsie, NY 12601	01/23/2019	34 S. Bridge St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Patricia Watson Thomas 134 Innis Ave. C3 Poughkeepsie, NY 12603	01/23/2019	22 Montgomery St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Mayling Sanchez No Address Maybe: 699 Main St. Apt. A Poughkeepsie, NY 10128 (347) 995-5051	01/01/2019	70 S. Hamilton St.	WF – 225.00, Tax – 18.28, Total – 243.28	140.00	
Donna Mikkelsen 10 Louisa St. Beacon, NY 12508 Insta: donnamikkelsen.art	01/28/2019	85 Cannon St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Tara A. Volgarino 18 Peters Rd.	01/25/2019	70 S. Hamilton St.	WF – 150.00, Winching – 75.00,	140.00	

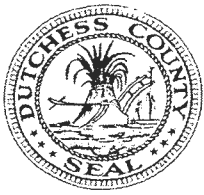
Hopewell Junction, NY 12533			Tax – 18.28, Total – 243.28		
Joseph Quick 37 Boulevard Kingston, NY 12401	01/24/2019	Civic Center	WF – 150.00, Unspecified – 75.00, Tax – 18.28, Total – 243.28	140.00	“Extra Service: Release car/no payment”
Dwayne White 20 D Muldowney Cir. Poughkeepsie, NY 12601	01/15/2019	47 Market St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Storage – 100.00, Total – 243.28	240.00	Illegal Storage fee, 1/15 to 1/16, charged for two full days at \$50 per day, no exact times specified. “Paid Bobby \$80.00” written on top, no signature
Sylvie Urbine 48 3 rd St. Kingston, NY 12401	01/25/2019	57 Cannon St.	WF – 225.00, Tax – 18.28, Total – 243.28	140.00	
Onair Mattis 29 B Janet Dr. Poughkeepsie, NY 12603 (845) 553-4375	01/22/2019	14 Civic Center Plaza	WF – 295.00, Tax – 23.97, Storage – 150.00, Total – 468.97	210.00 OR 260.00	Potentially partially illegal storage fee, no dates specified, charged for three full days at \$50 per day.
Matthew Tamburrino 2 Rosewood Rd. Poughkeepsie, NY	01/08/2019	140 Union St.	WF – 225.00, Tax – 18.28, Total – 243.28	140.00	
Hector Lavarello 516 College Point College Point, NY 11356 Work: (718) 661-3996	01/08/2019	240 Church St.	WF – 225.00, Tax – 18.28, Total – 243.28	140.00	
Christina Hughes 8 Schyler Dr. Poughkeepsie, NY 12603 (845) 454-2222	01/08/2019	51 Market St.	WF – 225.00, Tax – 18.28, Total – 243.28	140.00	
Donna McFarlin No address	01/06/2019	11 Hoffman Ave.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	

Tyra Creque 303 Cherry Hill Dr. Poughkeepsie, NY 12603	01/07/2019	Main St.	WF – 125.00, Tax – 10.39, Total – 135.60	40.00	Main St tow—may or may not be in city of poughkeepsie
Ron Rome McKinney 149 Mansion St. Poughkeepsie, NY 12601	01/04/2019	89 Academy St.	WF – 225.00, Tax – 18.28, Total – 243.28	140.00	
Yandeen Hanson 22 Flannery Ave. #C Poughkeepsie, NY 12601 (845) 476-5652 yandeenhanson@hotmail.com	01/04/2019	57 Cannon St.	WF – 225.00, Tax – 18.28, Total – 243.28	140.00	
Jose Martinez 159 N. Clinton St. #1 Poughkeepsie, NY 12601	01/04/2019	57 Cannon St.	WF – 225.00, Tax – 18.28, Storage – 200.00, Total – 443.28	240.00	Partially illegal storage fee. No exact times specified. Charged for 4 full days from 1/4 to 1/7. \$50 per day.
Lisa Raffaele No Address, Maybe: 391 Manchester Rd. Poughkeepsie, NY 12603 (845) 233-4273	01/05/2019	21 Charles St.	WF – 85.00, Tax – 7.00, Total – 92.00	0.00	
Laura and Robert Esposito PO Box 482 Dover Plains, NY 12522	01/05/2019	140 Union St.	WF – 225.00, Tax – 18.28, Storage – 150.00, Total – 393.28	240.00	Partially illegal storage fee. Charged for three full days from 1/5 to 1/7. \$50 per day.
Todd Johnson 3828 Charleston Park Dr. Raleigh, NC 27604	01/07/2019	10 Rinalidi Blvd.	WF – 85.00, Tax – 6.91, Total – 91.91	0.00	
Lauren Coleman 6040 Antioch Rd. Merriam, KS 66202	01/11/2019	85 Cannon St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Admin – 30.00, Total – 293.28	170.00	Jump Start tow
Paul Angol 34 Longview Rd. Poughkeepsie, NY 12603 (845) 463-4848	01/17/2019	120 Cannon St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	

Barbara Gor No Address, Maybe: 107 Forbus St. Poughkeepsie, NY 12603 (845) 345-9316	12/05/2018	70 S. Hamilton St.	WF – 150.00, Unspecified – 50.00, Gate Fee – 30.00, Tax – 18.97, Total – 248.97	145.00	“Paid 220, owe 28”
Edward Itchkawitz 9 Noxon St. Apt. 2 Poughkeepsie, NY 12601	01/18/2019	56 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Jamilah Holman 12 Gray St. Poughkeepsie, NY 12603	01/15/2019	140 Union St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Osama Afifi 687 86 th St. Apt. 4B Brooklyn, NY 11228	02/08/2019	472 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Brittany Pagan 1824 Route 9g Staatsburg, NY 12580 (845) 214-0365	02/07/2019	5 N. Clover St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Rebecca Richardson 11 Loon Lane Bridgton, ME 04009	02/06/2019	110 Main St.	WF – 175.00, Unspecified – 50.00, Tax – 18.56, Total – 243.50	140.00	
Mark Hicks 158 Union Tpk. Unit 105A Hudson, NY 12534 (845) 633-0484	02/06/2019	22 Montgomery St.	WF – 150.00, Unspecified – 75.00, Tax – 18.28, Total – 243.28	140.00	
Michele L Olmo 21 Charles St. 10 F Poughkeepsie, NY 12601 OR 138 Montgomery St. Poughkeepsie, NY 12601 (845) 473-4830	02/06/2019	57 Cannon St.	WF- 150.00, Winching - 75.00, Tax – 18.28, Total – 243.28	140.00	

Janet R. Robinson 6 Fuller Lane Hyde Park, NY 12538	02/06/2019	25 Market St.	Wrecker Fee – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Shawn Vanderwerff PO Box 3057 Poughkeepsie, NY 12603	02/06/2019	110 Main St.	WF - 225.00, Tax – 18.28, Total – 243.28	140.00	
Jenna Ritacco No address.	02/06/2019	110 Main St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total - 243.28	140.00	
Laura Bongiorno 410 Cherry Hill Dr. Poughkeepsie, NY 12603	02/05/2019	14 Civic Center Plaza	WF – 150.00, Winching – 75.00, Tax – 18.28, Storage – 100.00, Total – 343.28	240.00	Illegal Storage Fee, charged 2 full days for 2/5 to 2/6, \$50 per day.
Damon Simmons PO Box 121 Highland Falls, NY 10928 (845) 234-5248	01/13/2019	89 Academy St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Total – 243.28	140.00	
Benajim Daffern 3827 S. Florence Ave. Tulsa, OK 74105	140 Union St.	140 Union St.	WF – 150.00, Winching – 75.00, Tax – 18.28, Storage – 150.00, Total – 393.28	190.00	Partially illegal storage fee. Charged 1/13 to 1/15 for three full days at \$50 per day/
Rachel Galano 112 Cooper Dr. Verbank, NY 12583	02/02/2021	Scenic Lane	WF – 150.00, Winching – 75.00, Tax – 18.00, Total – 243.00	140.00	KEX-9150, Comments: Snow Removal
Part 2					
Iman McPhee 208 S. Cherry St. #2 Poughkeepsie, NY 12601	02/12/2021	175 Hamilton St.	WF – 85.00, Winching 75.00, Tax – 13.20, Total – 173.20	75.00	Jump Tow. Letter Written.
Amanda Espinoza 208 N. Putt Corners Rd. New Paltz, NY 12561	02/16/2021	Rip (Van Winkle Apartments)	WF – 150.00, Storage – 50.00,	65.00 OR 150.00	Potentially illegal storage fee, no dates or times specified.

			Tax – 18.00, Total – 218.00		
Rick P. 120 Hudson Ave. Poughkeepsie, NY 12601	03/11/2021	535 Main St.	WF – 85.00, Winching – 75.00, Storage – 50.00, Tax – 17.00, Total – 227.00	75.00 OR 125.00	Potentially illegal storage fee. Charged for 1 day at \$50. No dates or times specified.
Name No Address	07/01/2021	Academy St., taken to North Side Auto Body	WF – 325.00, HU fee – 95.00, Working Time – 125.00, Clean-Up – 125.00, Admin – 125.00, Winching – 195.00, Total – unspecified, maybe 990.00	905.00	Large amount of extra fees.
Joshua Powis 22 Montgomery St. Poughkeepsie, NY 12601	10/28/2020	22 Montgomery St.	WF – 85.00, Winching – 75.00, Tax – 14.00, Total – 125.00	75.00	
Nestor Rodriguez 306 Oak Lane Newburgh, NY 12550	No date.	110 Main St.	WF – 85.00, Winching – 75.00, Tax – 14.00, Total – 175.00	75.00	
Getulio Rodriguez 120 Wellesly Rd. Bloomingburg, NY 12721	10/29/2020	110 Main St.	WF – 85.00, Winching – 75.00, Tax – 14.00, Total – 175.00	75.00	
Name 120 Hudson Ave No apartment # Poughkeepsie, NY 12601	11/06/2020	19 Smith St.	WF – 85.00, Winching – 75.00, Tax – 14.00, Total – 174.00	75.00	License Plate #: GPO-4493. No letter written, address not good enough.
Ashanti Karantina 40 Haviland Rd.	11/18/2020	Eastman	WF – 85.00, Winching – 75.00,	75.00	



OFFICE OF THE
DUTCHESS COUNTY CLERK

BRADFORD KENDALL

County Clerk

RECORDS DIVISION

*22 Market Street, 2nd Floor
POUGHKEEPSIE, NY 12601*

(845) 486-2125

WWW.DUTCHESSNY.GOV

ANNE-MARIE DIGNAN

Deputy County Clerk

MARIA BELL

Record Room Supervisor

May 28, 2022

NYS Office of the Attorney General
One Civic Center Plaza
Suite 401
Poughkeepsie NY 12601-3157

RECEIVED - NYS OFFICE
OF ATTORNEY GENERAL

MAY 31 2022

CLAIMS & LITIGATION
POUGHKEEPSIE OFFICE

Dear Sir/Madam:

We are in receipt of your mail request. Enclosed, please find a certified copy of Amended DBA # 2009/23 Bobby's Towing & Recovery.

Thank you,

Bradford Kendall, Dutchess County Clerk

Enclosure

Koc/ljc



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF REGIONAL OFFICES
POUGHKEEPSIE REGIONAL OFFICE

May 20, 2022

Dutchess County Clerk's Office
22 Market Street
Poughkeepsie, New York 12601

519 10 01 01 19
PUGHKEEPSIE REGIONAL OFFICE

Re: Robert Scores d/b/a Bobby's Towing and Recovery

To whom it may concern:

The undersigned is seeking certified copies of the following records filed with your office:

1. DBA Business Certificate, Document # 23, filed by Robert Scores with regard to the DBA Bobby's Auto Repair, amended to Bobby's Towing and Recovery, recorded on January 6, 2009.

Please note that these documents are sought by the undersigned in her official capacity as assistant attorney general and as such, request all filing fees be waived as New York State is exempt from paying certification or copying fees as per the requirements of NYCPLR § 8017.

Please send the certified copies to the address set forth below. Thank you for your courtesies extended in this matter.

Very truly yours,


AAG Cheryl J. Lee

Amended Certificate of Doing Business Under Assumed Name

Dutchess County Clerk's Office, 22 Market Street, Poughkeepsie, NY 12601
Bradford H. Kendall, Dutchess County Clerk 845-486-2120

PURSUANT TO SECTION 130 OF THE GENERAL BUSINESS LAW OF NEW YORK STATE

The Certificate of Doing Business Under Assumed Name ("DBA") filed in the Dutchess County Clerk's Office under the assumed name BOBBY-AUTO REPAIR

located at the street address 248 Smith St. Poughkeepsie NY 12601

which certificate was filed in the Dutchess County Clerk's Office on 1/6/2019 (date) and indexed as

2009-23 (number) is hereby amended to more accurately set forth the facts stated in the original Certificate (or the most recently Amended Certificate) as follows (show details of amendment here, including the residence address of any new partner):

CHANGE OF BUSINESS NAME TO BOBBY'S TOWING
+ Recovery 248 Smith St Poughkeepsie NY 12601

In witness whereof the undersigned has/have made and signed this certificate on the date shown.

Signature: [Signature] Date: 10/14/21
Signature: _____ Date: _____
Signature: _____ Date: _____
Signature: _____ Date: _____

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss:

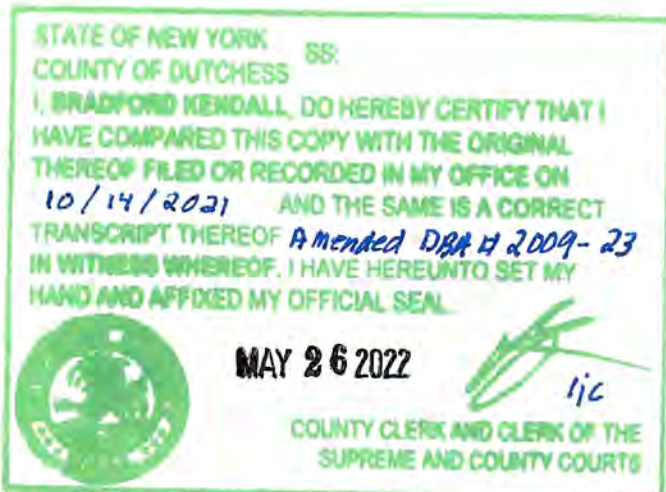
On this 14th day of October, 2021, before me, the undersigned appeared

Robert M. Scores

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and who each acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual(s), or the person(s) upon behalf of which individual(s) acted, executed the instrument.

LORRAINE RICHARDSON
NOTARY PUBLIC, State of New York
No. 04R18391832
Qualified in Dutchess County
Commission Expires 5/12/2023

Lorraine Richardson
(Signature and office of the individual taking acknowledgement- Notary Public)



2021 OCT 14 AM 11:13
CLERK'S OFFICE RECEIVED

AMENDMENT ATTACH

BUSN CTF #20 OF 1 23
\$25.00
+10.00
24/10/21

CERTIFICATE OF DOING BUSINESS UNDER ASSUMED NAME ("D/B/A")

Dutchess County Clerk's Office, 22 Market Street, Poughkeepsie, NY 12601
Bradford Kendall, Dutchess County Clerk (845) 486-2120

PURSUANT TO SECTION 130 OF THE GENERAL BUSINESS LAW OF NEW YORK STATE

- 1 I certify that my name is (*print name*) ROBERT SLORES
~~BOBBY'S AUTO REPAIR~~
- 2 I am eighteen years of age or older (or, if less than eighteen, my age is 45 years)
- 3 I live at (*street address*) 106 Reilly Rd
in (*city*) Agriamerville NY (*state*) NY (*zip*) 12540
- 4 I intend to do business in DUTCHESS COUNTY at the following address
106 Reilly Rd
in (*city or town*) Agriamerville, New York, (*zip code*) 12540
- 5 I will do business under the name BOBBY'S AUTO REPAIR
- 6 (*Optional*) I further certify that I am the successor in interest to the following person, who formerly used this name or names to conduct or transact business (*person's name*) ROBERT SLORES

My signature [Signature] Date 1/06/09

STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS

On this 6TH day of JANUARY, 2009, before me, the undersigned, personally appeared ROBERT M. SLORES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

MARIA D O'KEEFFE
NOTARY PUBLIC, State of New York
No 04OK6093917
Qualified in Dutchess County
Commission Expires 6-9-2011

[Signature]
(Signature and office of individual taking acknowledgment - Notary Public)



2009 JAN -6 PM 2:05
BUSINESS OFFICE RECEIVED

Instructions Use this form for a DBA by an Individual Before it is filed, you must first check the DBA name in our Record Room Complete the form but **DO NOT SIGN IT** until in the presence of a Notary Public Most of my staff are notaries and can witness your signature(s) at no charge (if you bring a photo ID with you), or you can mail the document in, already notarized Bring or mail the form to our offices at 22 Market Street, Poughkeepsie, together with \$25 for filing (plus \$5 per certified copy) in cash, money order, or a certified check made payable to Dutchess County Clerk Remember that you will need at least two certified copies of your DBA one must be kept at your business and the other will be required by your bank when opening a business account Legal questions should always be addressed by an attorney

BUSN CTF #20 09 23
24c \$25.00



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF REGIONAL OFFICES
POUGHKEEPSIE REGIONAL OFFICE

Dutchess County Office Building
Dutchess County Clerk's Office
22 Market Street
Poughkeepsie, NY 12601

Attn: County Clerk

Re: Exemption for Payment of Filing Fees

Dear Office of the Dutchess County Clerk:

Please be advised that the New York State Office of the Attorney General is exempt from filing fees in this proceeding pursuant to C.P.L.R. §8017(a).

Sincerely,

Cheryl J. Lee

Cheryl J. Lee
Assistant Attorney General