**STATE OF ILLINOIS**

**ILLINOIS COMMERCE COMMISSION**

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| Protective Parking Service Corporation dba Lincoln Towing Service, Applicant | : | 92 RTV-R Sub 19 100139 MC |
| Application for renewal of a Commercial Relocator's License pursuant to Section 401 of the Illinois Commercial Relocation of Trespassing Vehicles Law, 625 ILCS 5/18a-401. | : | |

**ORDER**

By the Commission

## I. PROCEDURAL HISTORY

On February 24, 2016, the Commission issued an order requiring Protective Parking Service Corporation dba Lincoln Towing Service ("Lincoln Towing") to attend a fitness hearing pursuant to Section 401 of the Illinois Commercial Relocation of Trespassing Vehicles Law ("ICRTVL"), which provides that the Commission may at any time during the term of the license make inquiry into the management, conduct of business, or otherwise to determine that the provisions of this Chapter 18a and the regulations of the Commission promulgated thereunder are being observed. 625 ILCS 5/18a-401. The fitness hearing was held on multiple dates between May 31, 2017, and March 21, 2018. On September 12, 2018, the Commission entered an order finding that Lincoln Towing was unfit to hold a Commercial Vehicle Relocators License and that Lincoln Towing's relocator license should be revoked. On September 13, 2018, Lincoln Towing filed for administrative review of the Commission's order in the Circuit Court of Cook County. The Commission's order was stayed pending administrative review. On January 15, 2020, the Circuit Court of Cook County reversed the Commission's order revoking Lincoln Towing's relocator license. On February 11, 2020, the Commission appealed to the Illinois Appellate Court, First Judicial District, the January 15, 2020, Circuit Court of Cook County Order.

On June 12, 2017, during the pendency of the fitness hearing, Lincoln Towing filed an application for renewal of its authority to operate as a commercial vehicle relocator under the ICRTVL. Pursuant to Section 401 of the ICRTVL, all relocator licenses expire every two years. 625 ILCS 5/18a-401. That Section permits the applicant to continue operating as a commercial vehicle relocator until a final order is entered formally approving or denying the renewal application. *Id.* As a result of the Circuit Court of Cook County's stay of the Commission's revocation order, the administrative review and reversal of the revocation order, and appellate proceedings, Lincoln Towing's relocator

license renewal application has remained pending, and Lincoln Towing has continued to operate under its pending relocator license renewal application.

The attached Consent Order and Civil Penalty Agreement is reasonable and provides for an appropriate resolution of Lincoln Towing's pending relocator license renewal application. A copy of the Consent Order and Civil Penalty Agreement is attached as Attachment A and the Agreed Resolution of Various Pending Administrative Citations is attached as Attachment B to this Order.

## II. SETTLEMENT TERMS

As a condition of the renewal of its relocator license, as described in more detail in the agreements, Lincoln Towing agrees as follows:

- Lincoln Towing shall pay a civil penalty to the Commission in the amount of $75,000 to be made in monthly installment payments beginning on June 1, 2022.

- The Consent Order and Civil Penalty Agreement resolves currently pending administrative citations by virtue of settlements, resulting in refunds, fines, and/or dismissals, as set forth in the Agreed Resolution of Various Pending Administrative Citations.

- Lincoln Towing shall take certain special remedial actions including updating with the Commission all of its active contracts, photographing with date stamp all vehicles prior to relocating as well as signage at the location of the tow, and semi-annual training for employees. Remedial actions contained in the Consent Order and Civil Penalty Agreement shall remain in full force and effect at all times that Lincoln Towing maintains an active relocator's license.

- Lincoln Towing's relocation license shall be revoked if: (1) it accumulates six or more ALJ findings of guilty on administrative citations issued for any single category of specified violations during any consecutive 90-day period; or (2) it accumulates 12 or more ALJ findings of guilty on administrative citations issued for violations in any combination of categories of specified violations during any consecutive 90-day period.

## III. COMMISSION ANALYSIS AND CONCLUSION

The Commission finds that the terms of the Consent Order and Civil Penalty Agreement is reasonable and provides for an appropriate resolution of Lincoln Towing's pending relocator license renewal application. Accordingly, the Commission approves and adopts the terms of the Consent Order and Civil Penalty Agreement, Attachment A, and the Agreed Resolution of Various Pending Administrative Citations, Attachment B, as part of this Order. The Commission also finds that Lincoln Towing's application for renewal of authority to operate as a commercial vehicle relocator should be granted.

## IV. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record herein and being fully advised in the premises, is of the opinion and finds that:

(1) the subject matter and the Parties are within the Commission's jurisdiction;

(2) the findings of fact and conclusions of law set forth in the prefatory portion of this Order are supported by the record and are adopted as findings of fact and conclusions of law;

(3) the Consent Order and Civil Penalty Agreement is a full, final and complete resolution of this matter and provides an opportunity for Lincoln Towing to correct identified operational issues; and

(4) the terms and conditions of the Consent Order and Civil Penalty Agreement should be adopted as the full and complete resolution of Lincoln Towing's pending relocator license renewal application.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the Consent Order and Civil Penalty Agreement attached as Attachment A to this Order is hereby adopted as the full and complete resolution of Lincoln Towing's pending relocator license renewal application and that Lincoln Towing shall comply with the terms of the Agreement.

IT IS FURTHER ORDERED that if Lincoln Towing has failed to comply with any of the terms and conditions set forth in the Consent Order and Civil Penalty Agreement, Staff may request the Commission to make a determination whether Lincoln Towing has failed to comply with the Consent Order, seek such other or further relief before the Commission as is warranted and appropriate, and/or request or recommend to the Commission that it seek enforcement of the Consent Order and Civil Penalty Agreement.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Lincoln Towing's application for renewal of its authority to operate as a commercial vehicle relocator under the Illinois Commercial Relocation of Trespassing Vehicles Law is hereby GRANTED.

IT IS FURTHER ORDERED that the Commission hereby retains jurisdiction of the party hereto and the subject matter hereof for the purpose of issuing such further orders as it may deem appropriate.

IT IS FURTHER ORDERED that this is a final order subject to the Administrative Review Law in accordance with 625 ILCS 5/18a-103.

By Order of the Commission this 25th day of May 2022.

(signed)
CARRIE ZALEWSKI
CHAIRMAN

# ATTACHMENT A

**STATE OF ILLINOIS**
**ILLINOIS COMMERCE COMMISSION**

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| Protective Parking Service Corporation d/b/a Lincoln Towing Service, | ) | |
| Respondent. | ) | 92 RTV-R Sub 17 |
| | ) | 100139 MC |
| Hearing on fitness to hold a Commercial Vehicle Relocator's License pursuant to Section 401 of the Illinois Commercial Relocation of Trespassing Vehicles Law, 625 ILCS 5/18a-401 | ) | |

## CONSENT ORDER AND CIVIL PENALTY AGREEMENT

This Consent Order and Civil Penalty Agreement ("Agreement") is entered into as of this 25th day of May, 2022, by and between the Illinois Commerce Commission ("Commission"), on the one hand, and Protective Parking Service Corporation d/b/a Lincoln Towing Service ("Lincoln Towing") on the other hand, who are sometimes hereinafter referred to collectively as the "Parties" and at times each is individually referred to herein as a "Party."

## RECITALS

**WHEREAS**, Lincoln Towing is a licensed "Commercial Vehicle Relocator" or "Relocator" as 92 RTV-R pursuant to the Illinois Commercial Relocation of Trespassing Vehicles Law ("ICRTVL") 625 ILCS 5/18a-100 et seq.;

**WHEREAS**, on July 24, 2015, Lincoln Towing was issued a renewal of its authority to operate as a commercial vehicle relocator under the ICRTVL;

**WHEREAS,** Section 401 of the ICRTVL (625 ILCS 5/18a-401) provides that the Commission may at any time during the term of the license make inquiry into the management, conduct of business, or otherwise to determine that the provisions of this Chapter 18a and the regulations of the Commission promulgated thereunder are being observed;

**WHEREAS**, on February 24, 2016, the Commission issued an Order requiring Lincoln Towing to attend a fitness hearing ("Order");

**WHEREAS,** a fitness hearing was held before an Administrative Law Judge ("ALJ") on multiple dates between May 31, 2017 and March 21, 2018;

**WHEREAS,** on September 12, 2018, the Commission entered an order finding that Lincoln Towing was unfit to hold a Commercial Vehicle Relocators License and that Lincoln Towing's Relocator license should be revoked;

**WHEREAS**, on September 13, 2018, Lincoln Towing filed its Complaint for Injunctive Relief and Judicial Review of the ICC's September 12, 2018 order in the Circuit Court of Cook County (a First Amended Complaint was filed on November 15, 2018), *Protective Parking v. Illinois Commerce Commission*, 18 CH 11531; Count I of the complaint sought to enjoin the Commission from revoking Lincoln's license pending administrative review and Count II sought administrative review;

**WHEREAS**, on September 17, 2018, the Court entered an order granting Lincoln Towing a stay of the Commission's Order;

**WHEREAS**, on May 23, 2019, the Circuit Court of Cook County dismissed Count I of the First Amended Complaint with prejudice and dismissed Count II without prejudice for failure to exhaust administrative remedies;

**WHEREAS**, on May 23, 2019, Lincoln Towing filed its Motion for Reconsideration, Rehearing, and Reopening with the Commission;

**WHEREAS**, on June 12, 2019, the Commission denied Lincoln Towing's Motion for Reconsideration, Rehearing, and Reopening;

**WHEREAS**, on June 12, 2019, Lincoln Towing filed with the Circuit Court of Cook County a motion to reconsider its May 23, 2019 Order dismissing Count II of the First Amended Complaint without prejudice;

**WHEREAS**, on June 13, 2019, the Court granted the motion to reconsider, reinstated the case for administrative review, and re-issued its September 17, 2018 stay of the final administrative decision of revocation;

**WHEREAS**, on January 15, 2020, the Circuit Court of Cook County reversed the September 12, 2018, Order of the Commission revoking Lincoln Towing's relocator license;

**WHEREAS**, on February 11, 2020, the Commission filed with the Illinois Appellate Court, First Judicial District, *Protective Parking v. Illinois Commerce Commission*, 1-20-0279, its Notice of Appeal of the January 15, 2020 Circuit Court of Cook County Order;

**WHEREAS**, since the time the initiation and completion of Lincoln Towing's fitness hearing, the initiation and completion of the Circuit Court of Cook County administrative review, and the Commission's Notice of Appeal, there has been a substantial, meaningful reduction in the number of administrative citations issued to Lincoln Towing;

**WHEREAS**, the Parties seek to avoid the time and expense of continued litigation and appeals and desire to resolve pending administrative citations and all other pending issues;

**WHEREAS**, the Parties have cooperated to gain a better understanding of circumstances and issues which create complaints and subsequent controversies, resulting in the utilization of valuable Commission and Lincoln Towing resources;

**WHEREAS**, the Parties believe that prompt and open communication will ameliorate future problems, and Lincoln Towing is resolved to do its part in achieving improved communication with Commission Staff and Police to address future problems as they arise.

**NOW THEREFORE**, in consideration of the promises and mutual covenants herein contained, and other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereto agree as follows:

1. Entire Agreement. This Agreement contains the entire agreement between the Parties. No promise has been made to give Lincoln Towing any consideration other than as stated in this Agreement. All of the Parties' agreements, covenants, commitments, and warranties, express or implied, oral or written, concerning this Agreement's subject matter are contained in this Agreement. Lincoln Towing enters into this Agreement as a free and voluntary act with full knowledge of its legal consequences, and in doing so it represents and warrants that it has not relied on any information or representation by the Commission, its counsel, or other agents, oral or written, that are not contained in this Agreement.

2. Lincoln Towing's Relocator's License. The Commission is presently evaluating whether to renew Lincoln Towing's relocator's license. This Agreement is subject to the approval of the Commission ("Effective Date"). Upon execution of this Agreement, Staff shall submit a recommendation to the Commission that the Commission approve this Agreement together with a recommendation that the Commission issue an order renewing Lincoln Towing's pending relocator license renewal application in docket 92 RTV-R Sub 19. The Commission's lack of approval of the renewal of Lincoln Towing's license shall deem this Agreement immediately null and void, and the Parties shall proceed with the pending appellate matter. The Commission and Lincoln Towing have agreed to enter into this Agreement as a full, final, and complete settlement of this matter and to provide an opportunity for Lincoln Towing to correct identified operational issues. Lincoln Towing agrees that this Agreement shall remain in full force and effect at all times that Lincoln Towing maintains an active relocator's license and that this Agreement remains in full force and effect regardless of any future relocator license renewals pursuant to the ICRTVL. Lincoln Towing agrees that if certain acts occur or if conduct as listed below exists in the future, Lincoln Towing's relocator's license shall be revoked, per the following:

a. Violation Categories. Lincoln Towing's relocation license shall be revoked if either of the following occurs:

i. After the Effective Date, Lincoln Towing accumulates six (6) or more ALJ findings of guilty, subject to exhaustion of all administrative remedies and/or appellate rights, on administrative citations issued for violations in any single category listed in paragraph 2(b)(i)-(ix) during any consecutive ninety (90) day period; or

ii. After the Effective Date, Lincoln Towing accumulates a total of twelve (12) or more ALJ findings of guilty, subject to exhaustion of all administrative remedies and/or appellate rights, on administrative citations issued for violations in any

combination of categories listed in paragraph 2(b)(i)-(ix) during any consecutive ninety (90) day period.

b. For purposes of paragraphs 2(a)(i) through 2(a)(ii) above, the administrative citations must have been issued and the findings of guilty, either by adjudication or plea, must have occurred during the period after the Effective Date.

i. Employing as an operator, or otherwise so using the services of, any person who does not have at the commencement of employment or service, or at any time during the course of employment or service, a valid, current operator's employment permit, or temporary operator's employment permit issued in accordance with Sections 18a-403 or 18a-405 of Chapter 18a of the Illinois Vehicle Code; or to fail to notify the Commission, in writing, of any known criminal conviction of any employee occurring at any time before or during the course of employment or service in violation of section 5/18a-300(2) of the Illinois Commercial Relocation of Trespassing Vehicles Law;

ii. Employing as a dispatcher, or otherwise so using the services of, any person who does not have at the commencement of employment or service, or at any time during the course of employment or service, a valid, current dispatcher's or operator's employment permit or temporary dispatcher's or operator's employment permit issued in accordance with Sections 18a-403 or 18a-407 of Chapter 18 of the Illinois Vehicle Code; or to fail to notify the Commission, in writing, of any known criminal conviction of any employee occurring at any time before or during the course of employment or service in violation of section 5/18a-300(3) of the Illinois Commercial Relocation of Trespassing Vehicles Law;

iii. Removing any vehicle from private property without having first obtained the written authorization of the property owner or other person in lawful possession or control of the property, his authorized agent, or an authorized law enforcement officer in violation of section 5/18a-300(7) of the Illinois Commercial Relocation of Trespassing Vehicles Law;

iv. Removing a vehicle when the owner or operator of the vehicle is present or arrives at the vehicle location at any time prior to the completion of removal, produces the ignition key to the vehicle, and is willing and able to remove the vehicle immediately, except for vehicles that require a commercial driver's license to operate in violation of section 5/18a-300(9) of the Illinois Commercial Relocation of Trespassing Vehicles Law;

v. Removing any vehicle, otherwise in accordance with Chapter 18a of the Illinois Vehicle Code, more than 15 air miles from its location when towed from a location in an unincorporated area of a county or more than 10 air miles from its location when towed from any other location in violation of

section 5/18a-300(14) of the Illinois Commercial Relocation of Trespassing Vehicles Law;

vi. To remove any vehicle from property on which signs are required and on which there are not posted appropriate signs at the time of the tow under Section 18a-302 of the Illinois Vehicle Code;

vii. To impose any charge other than in accordance with the rates set by the Commission as provided in paragraph (6) of Section 18a-200 of Chapter 18a of the Illinois Vehicle Code;

viii. Removing any vehicle from private property prior to a completed copy of the Commission's Relocator Contract Summary form covering the authorization or contract being electronically filed with and accepted by the Commission. 92 Ill. Admin. Code 1710.91(f)(1);

ix. Removing any vehicle from private property contrary to the Relocator Contract Summary filed electronically with the Commission. Summaries shall state whether trespassing vehicles will be removed from the property on a patrol basis or only when contacted by the property owner, lessee or agent. When a contract permits removal of trespassing vehicles by both a property owner's request and a patrol basis, the relocator shall file that contract as a patrol contract. When one authorization to tow applies to multiple parking lot locations, each address shall be filed electronically with the Commission. 92 Ill. Adm. Code 1710.91(f)(3).

For purpose of this paragraph, a finding of guilty does not include: (1) a settlement of a disputed administrative citation where there has been no liability established, (2) a payment with no adjudication of guilt by the Administrative Law Judge, or (3) any other voluntary payment of an administrative citation without adjudication of guilt. It is further agreed that the past practices of the Commission with respect to the processing, disposition, and settlement of administrative citations shall continue. In the event Staff determines that a revocation under this paragraph shall occur, Lincoln Towing shall be notified and a hearing shall be conducted for the purpose of spreading this Consent Order and Civil Penalty Agreement of record. Upon proper showing of revocation criteria under this paragraph, the Commission shall revoke Lincoln Towing's relocator's license. Lincoln Towing waives its right to challenge the revocation order entered by the Commission and waives any other applicable appeal procedure. Provided, however, that Lincoln Towing shall not be prohibited from alleging a breach of this Agreement or to declare its rights under this Agreement.

c. Conditional Expiration. This paragraph 2 of the Agreement shall expire two (2) years from the Effective Date. However, this Agreement shall expire prior to its full two-year term in the event that Lincoln Towing does not receive any administrative citations for any consecutive two hundred seventy (270) day period following the Effective Date. Provided further, that if Lincoln Towing does not receive any adjudicated findings of guilty in any category for any consecutive two hundred seventy (270) day period, then that category shall be permanently deleted and voided as grounds for relocator's license revocation under this Agreement.

d. For purposes of paragraphs 2(a)(i) through 2(a)(ii) above, any subsequent renewal of Lincoln Towing's relocator's license does not restart the time period whereby a consecutive ninety (90) day period is calculated. A consecutive ninety (90) day period may overlap and extend into a subsequent two-year relocator license period

3. Administrative Citations Previously Resolved by Agreement. Under settlement agreements dated May 9, 2019; August 26, 2019; September 19, 2019; and November 7, 2019, various Administrative Citations have been fully resolved, paid, and/or dismissed. The dispositions of these administrative citations are final and shall not be used for purposes of applying paragraphs 2(a)(i) and 2(a)(ii) above.

4. Pending Administrative Citations to be Resolved by Agreement and Payment. The Parties are resolving additional currently pending administrative citations ("Pending Citations") by virtue of settlements, payments and/or dismissals that have been fully negotiated by the Parties. Unless otherwise expressly stated on the face of any written settlement agreement, all settlement agreements between the Parties shall be deemed final and shall not be used for purposes of applying paragraphs 2(b)(i)-(ix) above.

5. Payment of Civil Penalty and Dismissal of Appeal. Upon approval of this Agreement by the Commission, Lincoln Towing shall pay a civil penalty to the Commission in the amount of $75,000 at a rate of:

> One (1) payment of $5,000.00 to be paid on the 1st day of the month following approval, followed by thirty-five (35) payments of $2,000.00 to be paid on the 1st day of each following month until the Civil Penalty is paid in full.

The above-tendered consideration is not to be construed as an admission of any liability.

The Civil Penalty shall represent a full and complete satisfaction of any penalties, fines, claims or causes including administrative citations that are not set forth in paragraph 4 herein based on acts or omissions that occurred prior to the Effective Date.

Within thirty (30) days of the approval of this agreement by the Commission, the Parties agree to dismiss the appeal with prejudice and without attorney fees, costs, or expenses by filing a fully executed, agreed motion to voluntarily dismiss in the Illinois Appellate Court, First Judicial District.

6. Remedial Actions. As an inducement to the Commission to enter into this Agreement, Lincoln Towing shall promptly take the following special remedial actions that shall remain in full force and effect at all times that Lincoln Towing maintains an active relocator's license:

a. Terminate any operator or dispatcher upon learning of any criminal conviction of any operator or dispatcher as a result of conduct occurring during a relocation tow.

b. On the Effective Date, the Commission shall provide Lincoln Towing with an electronic spreadsheet showing all current contracts for Lincoln Towing, with all included detail information that Lincoln Towing has on file with the Commission. Within six (6) months after the date the electronic spreadsheet is provided to Lincoln Towing, Lincoln Towing must update with the Commission all active contracts that it has with property owners to accurately document from where vehicles can be towed.

c. Prior to relocating a vehicle, any individual operating on Lincoln Towing's behalf must take photograph(s) of the vehicle from where it is towed, which clearly shows: the date and time the photograph was taken; the entire vehicle and its location on the date and time the photograph was taken; and the vehicle's license plate.

(i) These photographs must be provided to Commission Staff upon request within forty-eight (48) hours and shall be kept in Lincoln Towing's records for a period of not less than two (2) years.

(ii) The relocator shall provide the photographs, without charge, to the owner of the relocated vehicle upon request.

d. Prior to relocating a vehicle, any individual operating on Lincoln Towing's behalf must take photograph(s) of the signage in place at that location. Photographs shall be taken of all signage visible from the vantage point of the relocated vehicle and shall include the relocated vehicle. If the location from where the vehicle is being relocated has designated entrances and exits, photographs shall also be taken showing all signage posted at designated entrances and exits. Each photograph must have a date/time stamp.

(i) These photographs must be provided to Commission Staff upon request with forty-eight (48) hours and shall be kept in Lincoln Towing's records for a period of not less than two (2) years.

(ii) Lincoln Towing agrees that failure to produce photographs to Commission Staff upon request shall raise a presumption at hearing that the location from where the vehicle was towed did not meet the sign posting requirements of the ICRTVL and Commission regulations.

(iii) Lincoln Towing agrees that failure to produce photographs to Commission Staff upon request shall bar Lincoln Towing from later introducing any such photographs at hearing.

e. Lincoln Towing agrees to produce to Commission Staff upon request related to a specific relocated vehicle copies of all pre-tow photographs and on-board camera video required by City of Chicago ordinance 9-84-025.

f. Lincoln Towing must on at least an annual basis have company-wide staff meetings to refresh and strengthen employees' understanding and acknowledgement of the Commission's relocation towing statute and rules.

g. Within sixty (60) days after the Effective Date, Lincoln Towing shall provide training and instruction to Lincoln Towing's supervisors and managers concerning the ICRTVL, the administrative regulations, and any other topics relevant to relocation towing. Such training material shall be provided to Commission Staff at least fourteen (14) days prior to the scheduled training for approval. Training shall not proceed absent approval from Commission Staff.

h. Within thirty (30) days after the training and instruction provided under paragraph 6(f), Lincoln Towing's supervisors shall provide similar training and instruction to all operators, dispatchers and other staff.

i. Within sixty (60) days after the Effective Date, and on an annual basis thereafter, Lincoln Towing's attorneys shall provide continuing education to Lincoln Towing's dispatchers and operators based on any changes in any laws relating to the ICRTVL or the operation of towing, storing, and disposing of relocated vehicles. If there are any material changes to the ICRTVL or its regulations, then training regarding any changes shall be conducted within thirty (30) days after the amendment to the ICRTVL or regulations takes effect.

j. Within sixty (60) days after the Effective Date, and on an annual basis thereafter, Lincoln Towing shall review and update its training standards based on changes in the law; any motorist and consumer complaints that implicate obligations under the ICRTVL; any citations issued by the Commission; or any other factors that are relevant to assessing and implementing new training and performance protocols.

k. Within one year after the Effective Date, Lincoln Towing shall create a quality control and improvement procedure for employees to provide confidential feedback regarding their training and other issues arising in the performance of their duties.

l. Lincoln Towing shall continue to implement its new policy which ensures that all operators and dispatchers receive timely notice of their permit expiration date and their obligation to take all reasonable steps to renew their permits.

m. The Commission shall have the right to inspect any records maintained by Lincoln Towing under Paragraphs 6(a)-(j).

Nothing herein shall be interpreted to delimit or reduce Lincoln Towing's statutory obligations that exist under the ICRTVL or other applicable regulations under local, state, or federal law. The Commission may, at its discretion, conduct an audit of Lincoln Towing's books

and records to investigate Lincoln Towing's compliance with this paragraph. Lincoln Towing shall respond to requests for records evidencing compliance with this paragraph within fourteen (14) days. The Commission shall be entitled to all reasonable relief against Lincoln Towing for any breach of this paragraph, after proper written notice and a hearing in front of the ALJ, including, but not limited to, the issuance of administrative citations and imposition of civil penalties, after a hearing in front the ALJ and determination that there was a breach of this Agreement, with all rights and remedies afforded to Lincoln Towing.

7. Relocator's License. Upon execution of this Agreement, Staff shall submit a recommendation to the Commission that the Commission approve this Agreement together with a recommendation that the Commission issue an order renewing Lincoln Towing's pending relocator license renewal application in docket 92 RTV-R Sub 19. The Commission shall deem the Order to be resolved by this Agreement. Nothing herein shall be construed to prevent the Commission from issuing future citations or future orders to Lincoln Towing to attend a fitness hearing for acts or omissions that have accrued after the Effective Date. Nothing herein shall be construed to grant Lincoln Towing any greater rights under the ICRTVL.

8. Third-Party Claims. This Agreement is not intended to limit or expand the right of any person or organization (other than the Commission, which rights are addressed herein) to seek relief against Lincoln Towing, or any officer or employee thereof, for their conduct or the conduct of Lincoln Towing; accordingly, it does not alter legal standards governing any such claims by third parties, including those arising from local, state, or federal law, and all defenses available to Lincoln Towing against third-party claims that exist under applicable law are hereby preserved. This Agreement does not expand, nor will it be construed to expand, access to any Lincoln Towing documents, except as expressly provided by this Agreement, by persons or entities other than the Commission.

9. Releases by. Upon the Effective Date, Lincoln Towing and its heirs, successors, assigns, and all other persons acting on its behalf release and forever discharge the Commission, its commissioners, attorneys, former and present employees, police officers, predecessors, successors, assigns, attorneys, agents, successors, heirs, and assigns, and all other persons acting on its behalf from all actions, claims, and demands of any kind that arose or could have arisen from the facts alleged or claims made in the First Amended Complaint, whether known or unknown, up to the effective date of this Agreement. Lincoln Towing and its attorney release, waive, and relinquish any claim or right to attorney fees, costs, or expenses allegedly incurred or due under any statute, rule, or common law provision.

The Commission, its commissioners, attorneys, former and present employees, police officers, predecessors, successors, assigns, attorneys, agents, successors, heirs, and assigns, and all other persons acting on its behalf release Lincoln Towing, and each of its respective officers, directors, shareholders, affiliates, predecessors, successors, assigns, agents, representatives, employees, attorneys, and agents of and from any and all claims, causes of actions, demands, liens, agreements, contracts, covenants, suits, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind or nature, in law or in equity, whether now known or unknown, vested or contingent, which exist or may exist in the future, from the beginning of time relating to the settled, paid, dismissed or adjudicated administrative citations

resolved under the settlement agreements identified in paragraph 4.

10. Choice of Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws.

11. Jurisdiction and Venue. The Parties agree and acknowledge that state Illinois courts shall have the exclusive (i) subject matter jurisdiction over the Parties to enforce and resolve any and all disputes related to this Agreement; (ii) venue in which any such disputes may be heard; and (iii) personal jurisdiction over each of the Parties to which each of the Parties affirmatively consent by execution of this Agreement. Provided, however, that if a court determines that the Commission has primary jurisdiction over the enforcement of the terms and conditions of this Agreement, then the Commission shall accept jurisdiction to resolve any disputes.

12. Delivery of Documents. The Parties agree to execute and deliver such other reasonable documents and agreements as may be necessary or useful in fulfilling their obligations hereunder.

13. Amendment. This Agreement may not be changed, modified, or assigned except by written agreement of Lincoln Towing, the Commission, and the Illinois Attorney General

14. Waiver. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

15. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Authority of Representative to Execute. The undersigned individuals executing this Agreement on behalf of the Parties each represents that he/she is authorized to enter into, this Agreement, has the authority to execute this agreement, and that the Parties are duly authorized by all requisite corporate action to perform under this Agreement.

17. Non-Admission. With the exception of the adjudications of guilt indicated on Exhibit 1 to Settlement Agreement concerning Pending Citations, by entering into this Agreement, none of the Parties are admitting any wrongdoing for any of the acts complained of in the settled administrative citations. The Parties are entering into this Agreement to settle and resolve contested issues that are alleged in various complaints and administrative citations and to avoid the expense of litigation.

18. Sovereign Immunity. This Agreement shall not be construed to constitute a waiver of sovereign immunity of the State of Illinois or the Commission.

19. Enforceability. If any provision of this Agreement is declared invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

20. Notices. All notices or documents permitted or required hereunder shall be deemed given or delivered when delivered personally or when sent by first class mail and via electronic mail and addressed to the Parties in care of their attorneys as follows:

To the Commission:

Martin W. Burzawa
Transportation Chief Counsel
Illinois Commerce Commission
180 N. LaSalle Street, Suite C-800
Chicago, Illinois 60601
martin.burzawa@illinois.gov

To Lincoln Towing:

Allen R. Perl
Perl & Goodsnyder, Ltd.
14 North Peoria Street, Suite 2C
Chicago, Illinois 60607-2644
aperl@perlandgoodsnyder.com

The Parties may change the address for notices herein by serving the above at their addresses shown above with written notice of such change of address.

21. Drafting of Agreement. Each Party hereto acknowledges that it has had the benefit of counsel of its choice in connection with the negotiation, drafting, and entry into this Agreement, that each Party has had input into the drafting of this Agreement, and therefore that this Agreement shall be interpreted without regard to rules of construction which would construe any ambiguities against the Party who drafted the Agreement. Each Party to this Agreement shall bear its own attorney's fees and costs relating to the settled administrative citations and preparation of the Agreement.

22. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which together shall constitute one and the same Agreement. This Agreement may be executed by signatures transmitted via facsimile or electronic transmission, such as a "pdf" document transmitted through electronic mail, which shall have the same force and effect as an original signature.

23. Enforcement. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement.

24. Entry of Agreed Dispositions. Lincoln Towing and Staff of the Commission hereby request that the Chief Administrative Law Judge enter any and all agreed dispositions on the

Pending Citations.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date specified on the first page hereof, and further that its effectiveness shall be subject to approval by the Commission.

**For Illinois Commerce Commission**

[redacted]

5/25/2022

Martin W. Burzawa
Transportation Chief Counsel
Illinois Commerce Commission
160 N. LaSalle Street, Suite C-800
Chicago, Illinois 60601

Date

**For Protective Parking Service Corporation d/b/a Lincoln Towing Service**

[redacted]

5-25-22

Chris Dennis
President
Protective Parking Service Corporation d/b/a Lincoln Towing Service
92 RTV-R
4822 N. Clark St.
Chicago, Illinois 60640

Date

# ATTACHMENT B

**AGREED RESOLUTION OF**
**VARIOUS PENDING ADMINISTRATIVE CITATIONS**

**SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT ("Agreement") is entered into and effective as of May 25, 2022, by and between the Illinois Commerce Commission ("COMMISSION"), and Protective Parking Service Corporation, d/b/a Lincoln Towing Service ("LINCOLN TOWING") (collectively referred to as the "PARTIES"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

**WITNESSETH**:

WHEREAS, LINCOLN TOWING is an Illinois Commercial Vehicle Relocator, licensed by the Illinois Commerce Commission pursuant to 625 ILCS 5/18a-100, et al., relocator license number 92 RTV, 100139 MC;

WHEREAS, the Illinois Commerce Commission Police issued various citations to LINCOLN TOWING, some of which are currently outstanding and have not been set for hearing, as set forth in Exhibit 1, attached hereto and incorporated herein by reference;

WHEREAS, LINCOLN TOWING disputes any liability for the purported violations in Exhibit 1 and denies the allegations contained in the citations and their respective notices of violation; and

WHEREAS, the COMMISSION and LINCOLN TOWING seek to avoid the time and expense of litigation and desire to resolve certain pending administrative citations without the need for formal hearings.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The recitals herein above set forth are hereby incorporated into this Agreement and shall be construed in conformity therewith.

The PARTIES agree that the terms and conditions of this settlement are reasonable.

Execution of this Agreement shall constitute reasonable and final disposition of the citations set forth in Exhibit 1.

The COMMISSION and LINCOLN TOWING are resolving only the administrative citations attached hereto as Exhibit 1 as a part of this Settlement Agreement and have agreed to the entry of dispositions on the administrative citations as contained in Exhibit 1 in the following manner: (i) 30 "Liable; reduced" for a total fine of $2,300.00; (ii) 46 "Dismiss upon compliance"; (iii) 108 "Dismissed"; (iv) 77 "Dismiss for refund" for a total of $9,392.00 in refunds.

With regard to a citation set forth in Exhibit 1, whose disposition is noted as "Dismiss upon compliance," LINCOLN TOWING shall file with the Commission in accordance with Rule 1710.150 a copy of a current lease for the equipment that it did not own and used to perform relocation towing and that was the subject of the citation within thirty (30) days of execution of this agreement, or agree to no longer use the equipment that was the subject of the citation to perform relocation towing if a lease is not on file.

With regard to a citation set forth in Exhibit 1, whose disposition is noted as "Dismiss for refund," LINCOLN TOWING shall provide individual refund checks in the name of the complaining motorists to the Illinois Commerce Commission Police, 9511 Harrison St., Des Plaines, Illinois 60016 within thirty (30) days of execution of this agreement; thereafter, the administrative citation shall be dismissed upon entry of the Administrative Law Judge Ruling entering the agreed disposition and dismissing the administrative citation.

With regard to a citation set forth in Exhibit 1, whose disposition is noted as "Liable; Reduced," LINCOLN TOWING shall pay the reduced fine within 30 days of the Administrative Law Judge Ruling entering the disposition and imposing the reduced fine.

With regard to a citation set forth in Exhibit 1, whose disposition is noted as "Dismissed," the administrative citation shall be dismissed upon entry of the Administrative Law Judge Ruling entering the agreed disposition and dismissing the administrative citation.

The PARTIES acknowledge that in any licensing or similar proceeding, PARTIES shall be permitted to reference the existence of this Settlement Agreement, in addition to the number of citations listed in Exhibit 1, the underlying statutory basis for each citation, and the final outcome of each citation, acknowledging that LINCOLN TOWING disputes any liability for the purported violations in Exhibit 1 and denies the allegations contained in the citations and their respective notices of violation.

This Settlement Agreement constitutes the entire agreement and covers only the citations listed in Exhibit 1. This Settlement Agreement supersedes all prior negotiations, agreements, and understandings between the COMMISSION and LINCOLN TOWING regarding the citations listed in Exhibit 1.

The PARTIES acknowledge that they had the benefit of counsel of their choice in connection with the negotiation, drafting, and entry into this Settlement Agreement. Therefore, this Settlement Agreement shall be interpreted without regard to rules of construction which would construe any ambiguities against the Party who drafted the Settlement Agreement.

This Settlement Agreement may not be modified or amended except by an instrument or instruments in writing signed by both the COMMISSION and LINCOLN TOWING.

The undersigned individuals executing this Settlement Agreement each represent that he/she is authorized to enter into this Settlement Agreement.

In the event litigation is commenced to enforce or interpret any of the terms or provisions

of this Agreement, it is hereby expressly agreed that the PARTIES shall submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Circuit Court of Cook County, Illinois.

The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

The respective representations, warranties, and covenants of each of the parties hereto and the consummation of the transactions contemplated hereby, shall survive the date of this agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed as of the date specified on the first page hereof.

**ILLINOIS COMMERCE COMMISSION**

[redacted]

Martin Burzawa
Transportation Chief Counsel
Illinois Commerce Commission
180 N. LaSalle Street, Suite C-800
Chicago, Illiois 60601

Date

**PROTECTIVE PARKING SERVICE CORPORATION**
**D/B/A LINCOLN TOWING SERVICE**

[redacted]

Allen R. Perl
Perl & Goodsnyder, Ltd.
Attorney for Protective Parking Service Corporation d/b/a Lincoln Towing Service
14 N. Peoria Street, Suite 2-C
Chicago, Illinois 60607

5/25/2022
Date

**APPROVED:**

[redacted]

Administrative Law Judge

5/25/22
Date

# EXHIBIT 1

**AGREED RESOLUTION OF**
**VARIOUS PENDING ADMINISTRATIVE CITATIONS**
**PROTECTIVE PARKING SERVICE CORPORATION**
**d/b/a LINCOLN TOWING SERIVICE, 92 RTV-R**

| | AdCite# | Violation | Disposition | Refund Amount | Fine Amount |
|---|---|---|---|---|---|
| 1. | 8000003 | 300(2) - operator expired | Liable; Reduced | | $150.00 |
| 2. | 8000004 | 300(2) - operator expired | Liable; Reduced | | $200.00 |
| 3. | 8000005 | 91(g) - contract update | Dismiss | | |
| 4. | 8000006 | 91(f)(3) - patrol from call lot | Dismiss | | |
| 5. | 8000007 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 6. | 8000008 | 170(c) - inaccurate invoice | Dismiss for refund on 8000007 | | |
| 7. | 8000015 | 300(2) - used expired operator | Liable; Reduced | | $200.00 |
| 8. | 8000016 | 300(10) - no signs posted at time of tow | Liable; Reduced | | $50.00 |
| 9. | 8000017 | 170(c) - wrong address on invoice | Dismiss | | |
| 10. | 8000018 | 122(e)(2) - overcharge $170 on sign | Dismiss for refund | $46.00 | |
| 11. | 8000019 | 91(g) - contract update | Dismiss for refund on 8000018 | | |
| 12. | 8000020 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 13. | 8000021 | 91(g) - contract update | Dismiss | | |
| 14. | 8000022 | 93 - failure to produce records - call slip | Dismiss | | |
| 15. | 8000023 | 91(g) - contract update | Dismiss | | |

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| 16. | 8000024 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 17. | 8000025 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 18. | 8000031 | 91(g) - contract update | Dismiss | | |
| 19. | 8000032 | 122(e)(2) | Dismiss | | |
| 20. | 8000033 | 300(10) - improper signage | Dismiss | | |
| 21. | 8000034 | 91(g) - contract update | Dismiss | | |
| 22. | 8000035 | 300(2) - operator 4158 expires | Liable; Reduced | | $200.00 |
| 23. | 8000038 | 91(g) - contract update | Dismiss | | |
| 24. | 8000039 | 300(10) - signs not posted 24hrs before | Liable; Reduced | | $50.00 |
| 25. | 8000040 | 170(c) - invoice not completed | Dismiss | | |
| 26. | 8000045 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 27. | 8000046 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 28. | 8000047 | 91(g) - failure to update towing contract | Dismiss for refund on 8000046 | | |
| 29. | 8000050 | 170(c) - Inaccurate invoice | Dismiss | | |
| 30. | 8001170 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 31. | 8001171 | 300(9) - Remove vehicle while owner present | Dismiss for refund | $218.50 | |
| 32. | 8001172 | 41(b) - relocate patrol from a call lot | Dismiss for refund on 8001171 | | |
| 33. | 8001322 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 34. | 8001350 | 300(10) - improper sign | Liable; Reduced | | $50.00 |
| 35. | 8001370 | 91(f)(3) - patrolled call only lot | Dismiss | | |

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| 36. | 8001371 | 122(e)(2) - overcharge - no fees posted | Dismiss | | |
| 37. | 8001422 | 171(a) - use relo invoice for public property tow | Dismiss | | |
| 38. | 8001423 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 39. | 8001424 | 300(16) No equipment lease on file/lease expired | Dismiss upon compliance | | |
| 40. | 8001428 | 300(16) No equipment lease on file/lease expired | Dismiss upon compliance | | |
| 41. | 8001429 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 42. | 8001431 | 300(16) No equipment lease on file/lease expired | Dismiss upon compliance | | |
| 43. | 8001438 | 300(16) No equipment lease on file/lease expired | Dismiss upon compliance | | |
| 44. | 8001445 | 300(16) No equipment lease on file/lease expired | Dismiss upon compliance | | |
| 45. | 8001446 | 300(16) No equipment lease on file/lease expired | Dismiss upon compliance | | |
| 46. | 8001465 | 300(10) - improper signage | Liable; Reduced | | $50.00 |
| 47. | 8001466 | 91(f)(1) | Dismiss | | |
| 48. | 8001469 | 91(g) - contract update | Dismiss | | |
| 49. | 8001470 | 91(g) - contract update | Dismiss | | |
| 50. | 8001471 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 51. | 8001472 | 91(g) - contract update | Dismiss for refund on 8001471 | | |
| 52. | 8001473 | 91(g) - contract update | Dismiss | | |
| 53. | 8001474 | 300(7) - No contract on file | Dismiss for refund on 8001475 | | |

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| 54. | 8001475 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 55. | 8001476 | 91(g) - contract update | Dismiss for refund on 8001475 | | |
| 56. | 8001490 | 93 - failure to produce records | Dismiss | | |
| 57. | 8001491 | 91(g) - contract update | Dismiss for refund on 8001492 | | |
| 58. | 8001492 | 300(9) - remove vehicle when owner present and able to remove | Dismiss for refund | $218.50 | |
| 59. | 8001551 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 60. | 8001552 | 300(10) - Removed vehicle from property without appropriate signage | Dismiss | | |
| 61. | 8001554 | 300(7) | Dismiss | | |
| 62. | 8001555 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 63. | 8001556 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 64. | 8001557 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 65. | 8001558 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 66. | 8001560 | 300(10) - improper signage | Dismiss | | |
| 67. | 8001566 | 300(2) - operator without active permit | Dismiss | | |
| 68. | 8001567 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 69. | 8001570 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 70. | 8001573 | 300(10) – improper sign | Dismiss | | |

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| 71. | 8001607 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 72. | 8001608 | 91(g) - contract needs update | Dismiss for refund on 8001607 | | |
| 73. | 8001609 | 93 - failure to produce records | Dismiss for refund on 8001607 | | |
| 74. | 8001610 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 75. | 8001611 | 300(16) No equipment lease on file | Dismiss for refund on 8001613 | | |
| 76. | 8001612 | 93 - failure to produce records | Dismiss for refund on 8001613 | | |
| 77. | 8001613 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 78. | 8001614 | 93 - failure to produce records | Dismiss for refund on 8001610 | | |
| 79. | 8001615 | 300(10) – improper sign | Liable; Reduced | | $50.00 |
| 80. | 8001616 | 93 - failure to produce records | Dismiss | | |
| 81. | 8001620 | 51(c) - sign specifications | Liable; Reduced | | $50.00 |
| 82. | 8001621 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 83. | 8001626 | 300(9) - Remove vehicle while owner present | Dismiss for refund | $218.50 | |
| 84. | 8001636 | 80(a) - no notification made to law enforcement agency | Dismiss | | |
| 85. | 8001637 | 170(c) - relocation tow form information needed for data fields | Dismiss | | |
| 86. | 8001638 | 93 - failure to produce records | Dismiss | | |
| 87. | 8001650 | 93 - failure to produce records | Dismiss | | |

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| 88. | 8001670 | 93 - failure to produce records | Dismiss | | |
| 89. | 8001671 | 91(f)(3) - patrol vs. call | Dismiss | | |
| 90. | 8001674 | 300(10) - improper sign | Liable; Reduced | | $50.00 |
| 91. | 8001677 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 92. | 8001701 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 93. | 8001702 | 93 - failure to produce records | Dismiss | | |
| 94. | 8001703 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 95. | 8001704 | 93 - failure to produce records | Dismiss for refund on 8001705 | | |
| 96. | 8001705 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 97. | 8001706 | 300(9) - Remove vehicle while owner present | Dismiss for refund | $218.50 | |
| 98. | 8001707 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 99. | 8001709 | 51(c) – sign obstruction | Dismiss | | |
| 100. | 8001710 | 51(c) – sign obstruction | Dismiss | | |
| 101. | 8001714 | 122(9)- not accepting credit cards | Dismiss | | |
| 102. | 8001715 | 51(c) - no relocation sign at entrance or exit | Dismiss | | |
| 103. | 8001717 | 51(c) - no signs at entry of lot | Dismiss | | |
| 104. | 8001718 | 51(c) - per complaining witness, vehicles blocking sign | Dismiss | | |
| 105. | 8001726 | 51(c) - no signs visible from entrance/exit no sign within 100 ft of parking | Liable; Reduced | | $50.00 |
| 106. | 8001727 | 300(10) – improper sign | Liable; Reduced | | $50.00 |

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| 107. | 8001728 | 46(c) – towing from public way | Dismiss for refund | $218.50 | |
| 108. | 8001729 | 93 - failure to produce records | Dismiss for refund on 8001728 | | |
| 109. | 8001731 | 51(c) - video shows lot w/ signs not visible at night | Liable; Reduced | | $50.00 |
| 110. | 8001744 | 93 - failure to produce records/ no records tendered | Dismiss for refund on 8001746 | | |
| 111. | 8001745 | 300(16) No equipment lease on file | Dismiss for refund on 8001746 | | |
| 112. | 8001746 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 113. | 8001747 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 114. | 8001749 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 115. | 8001757 | 51(c) - improper signage | Liable; Reduced | | $50.00 |
| 116. | 8001758 | 300(9) - Remove vehicle while owner present | Dismiss for refund | $218.50 | |
| 117. | 8001760 | 300(9) - Remove vehicle while owner present | Dismiss for refund | $218.50 | |
| 118. | 8001762 | 40(a) – relocating authorized vehicle | Dismiss for refund | $218.50 | |
| 119. | 8001763 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 120. | 8001764 | 52(b)(1) - removed another relocator's signs before contract is electronically entered | Dismiss | | |
| 121. | 8001765 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 122. | 8001766 | 122(e)(2) - overcharge of $66 | Dismiss for refund | $66.00 | |

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| 123. | 8001767 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 124. | 8001771 | 52(b)(1) - removed another relocators signs before 10-day retention period | Dismiss | | |
| 125. | 8001772 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 126. | 8001774 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 127. | 8001775 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 128. | 8001779 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 129. | 8001780 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 130. | 8001781 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 131. | 8001782 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 132. | 8001783 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 133. | 8001784 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 134. | 8001836 | 300(16) No equipment lease on file | Dismiss | | |
| 135. | 8001956 | 300(10) - improper signage | Dismiss | | |
| 136. | 8001959 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 137. | 8001961 | 170(c) - Inaccurate invoice/Police relocator | Dismiss | | |
| 138. | 8001962 | 300(10) - relocated vehicle from property on which signs are required | Dismiss | | |
| 139. | 8001963 | 170(c) - incomplete invoice | Dismiss | | |

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| 140. | 8001967 | 300(10) - improper sign | Dismiss | | |
| 141. | 8001989 | 300(10) no sign posted | Dismiss for refund | $218.50 | |
| 142. | 8001997 | 300 (2) operator expired | Liable; Reduced | | $150.00 |
| 143. | 8002003 | 300(10) – improper sign | Dismiss | | |
| 144. | 8002004 | 170(c) - invoice incomplete | Dismiss | | |
| 145. | 8002005 | 170(c) - invoice incomplete | Dismiss | | |
| 146. | 8002006 | 170(c) - incomplete invoice | Dismiss | | |
| 147. | 8002008 | 170(c) - incomplete invoice | Dismiss | | |
| 148. | 8002009 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 149. | 8002010 | 300(7) - no written authorization to relocate | Dismiss | | |
| 150. | 8002011 | 170(c) - incomplete invoice | Dismiss | | |
| 151. | 8002012 | 300(a) - Removed vehicle when owner is present | Dismiss | | |
| 152. | 8002013 | 170(c) - incomplete invoice | Dismiss | | |
| 153. | 8002015 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 154. | 8002016 | 300(10) - improper sign | Dismiss | | |
| 155. | 8002028 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 156. | 8002029 | 300(10) – improper sign | Dismiss | | |
| 157. | 8002030 | 170(c) - incomplete invoice | Dismiss | | |
| 158. | 8002031 | 91(f)(3) - patrolled call only lot | Dismiss | | |
| 159. | 8002032 | 300(7) - patrol vs. call | Dismiss | | |
| 160. | 8002033 | 91(f)(3) - patrolled lot e-filed call only | Dismiss | | |
| 161. | 8002036 | 300(7) - no written authorization to relocate | Dismiss | | |

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| 162. | 8002037 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 163. | 8002038 | 300(7) - no written authorization to relocate authorization | Dismiss | | |
| 164. | 8002039 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 165. | 8002040 | 91(f)(3) - contract e-filed call only | Dismiss | | |
| 166. | 8002041 | 40(a) - relocated authorized vehicle | Dismiss | | |
| 167. | 8002042 | 94 - failed to maintain call log | Dismiss | | |
| 168. | 8002043 | 51(c) - improper signage | Dismiss | | |
| 169. | 8002047 | 300(7) -patrol vs. call | Dismiss | | |
| 170. | 8002052 | 300(2) – invalid operator permit | Dismiss for refund on 8002053 | | |
| 171. | 8002053 | 300(a) - Remove vehicle when owner is present | Dismiss for refund | $218.50 | |
| 172. | 8002054 | 44(b) - unsafe operation | Dismiss for refund on 8002053 | | |
| 173. | 8002055 | 44(b) - unsafe operation | Dismiss for refund on 8002053 | | |
| 174. | 8002056 | 151 - supervision & control of leased equipment | Dismiss for refund on 8002053 | | |
| 175. | 8002057 | 170(c) - Inaccurate invoices/incomplete invoices | Dismiss for refund on 8002053 | | |
| 176. | 8002076 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 177. | 8002077 | 300(7) - no contract for lot | Dismiss for refund on 8002079 | | |

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| 178. | 8002078 | 170(c) - Inaccurate invoices/address | Dismiss for refund on 8002079 | | |
| 179. | 8002079 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 180. | 8002081 | 122(e)(2) - overcharge $20 on sign | Dismiss for refund | $20.00 | |
| 181. | 8002082 | 91(g) - failure to contact property owner, lessee or an agent. | Dismiss for refund on 8002081 | | |
| 182. | 8002083 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 183. | 8002084 | 91(g) - failure to contact property owner, lessee or an agent. | Dismiss for refund on 8002083 | | |
| 184. | 8002085 | 300(10) - improper signage | Liable; Reduced | | $50.00 |
| 185. | 8002086 | 91(g) - contract update | Dismiss | | |
| 186. | 8002087 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 187. | 8002088 | 91(g) - contract update | Dismiss | | |
| 188. | 8002089 | 300(10) - no signage | Liable; Reduced | | $50.00 |
| 189. | 8002090 | 91(g) - contract update | Dismiss | | |
| 190. | 8002091 | 300(10) - no or improper signage | Dismiss for refund on 8002093 | | |
| 191. | 8002092 | 122(e)(2) - overcharge $20 on sign | Dismiss for refund on 8002093 | | |
| 192. | 8002093 | 91(g) - contract update | Dismiss for refund | $218.50 | |
| 193. | 8002095 | 91(g) - contract update | Dismiss | | |
| 194. | 8002096 | 170(c) - inaccurate invoice | Dismiss for refund on 8002097 | | |

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| 195. | 8002097 | 122(e)(2) - overcharge | Dismiss for refund | $218.50 | |
| 196. | 8002098 | 91(g) - contract update | Dismiss | | |
| 197. | 8002099 | 170(c) - inaccurate invoices | Dismiss for refund on 8002100 | | |
| 198. | 8002100 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 199. | 8002151 | 94 - retention of call log | Dismiss | | |
| 200. | 8002152 | 91(g) - contract update | Dismiss | | |
| 201. | 8002153 | 91(g) - contract update | Dismiss | | |
| 202. | 8002155 | 40(a) - relocated authorized vehicle | Dismiss for refund | $218.50 | |
| 203. | 8002156 | 91(g) - contract update | Dismiss | | |
| 204. | 8002157 | 50 - posting requirements | Liable; Reduced | | $50.00 |
| 205. | 8002163 | 300(7) - no written authorization to relocate | Liable; Reduced | | $100.00 |
| 206. | 8002164 | 40(a) - no written authorization to relocate | Liable; Reduced | | $100.00 |
| 207. | 8002165 | 40(a) - no written authorization to relocate | Dismiss | | |
| 208. | 8002175 | 93 - failure to produce records | Dismiss | | |
| 209. | 8002176 | 300(10) - no signs | Liable; Reduced | | $50.00 |
| 210. | 8002177 | 91(g) - contract needs update | Dismiss | | |
| 211. | 8002191 | 93 - failure to produce records | Dismiss | | |
| 212. | 8002192 | 51(c) - sign not visible at night per complainant | Liable; Reduced | | $50.00 |
| 213. | 8002193 | 93 - failure to produce records | Dismiss | | |
| 214. | 8002194 | 91(g) - relocators contract not updated | Dismiss | | |
| 215. | 8002195 | 300(5) - no equipment lease on file | Dismiss upon compliance | | |

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| 216. | 8002196 | 300(10) - one relocation sign in large lot | Liable; Reduced | | $100.00 |
| 217. | 8002197 | 91(g) - no contract update | Dismiss | | |
| 218. | 8002198 | 93 - failure to produce records | Dismiss | | |
| 219. | 8002603 | 51(c) - sign not visible from each entrance and exit | Dismiss | | |
| 220. | 8002604 | 51(c) - no visible signs at entrance, no signs displayed in lot | Liable; Reduced | | $50.00 |
| 221. | 8002605 | 51(c) - sign not visible from each entrance and exit | Dismiss | | |
| 222. | 8002613 | 170(c) - record form not accurately completed | Dismiss | | |
| 223. | 8002614 | 91(g) - no contract update | Dismiss | | |
| 224. | 8002615 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 225. | 8002616 | 41 - resident called in tow per contract only authorized management can call in tow | Dismiss for refund | $218.50 | |
| 226. | 8002617 | 170(e) - improper invoice fee | Liable; Reduced | | $50.00 |
| 227. | 8002619 | 300 (10) improper sign | Dismiss for refund | $218.50 | |
| 228. | 8002621 | 300 (10) improper sign | Liable; Reduced | | $50.00 |
| 229. | 8002655 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 230. | 8002657 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 231. | 8002658 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 232. | 8002659 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 233. | 8002664 | 300(16) No equipment lease on file | Dismiss upon compliance | | |

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| 234. | 8002665 | 170(c) - incomplete/inaccurate invoice | Dismiss | | |
| 235. | 8002666 | 300(16) No equipment lease on file | Dismiss for refund on 8002667 | | |
| 236. | 8002667 | 40(a) - relocating vehicle from authorized spaces | Dismiss for refund | $218.50 | |
| 237. | 8002668 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 238. | 8002669 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 239. | 8002670 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 240. | 8002671 | 170(c) - incomplete/inaccurate invoice | Dismiss | | |
| 241. | 8002672 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 242. | 8002673 | 51(c) - signage is man-made interference | Liable; Reduced | | $50.00 |
| 243. | 8002674 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 244. | 8002675 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 245. | 8002676 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 246. | 8002678 | 300(10) - no signs posted on property | Liable; Reduced | | $50.00 |
| 247. | 8002679 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 248. | 8002682 | 122(a)(6) not accepting credit card | Dismiss | | |
| 249. | 8002683 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 250. | 8002684 | 170(c) incomplete/inaccurate invoice | Dismiss | | |

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| 251. | 8002685 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 252. | 8002686 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 253. | 8002687 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 254. | 8002688 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 255. | 8002689 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 256. | 8002690 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 257. | 8002691 | 300(16) No equipment lease on file | Dismiss upon compliance | | |
| 258. | 8002692 | 170(c) incomplete/inaccurate invoice | Dismiss | | |
| 259. | 8002754 | 170(c) incomplete/inaccurate invoice | Dismiss for refund on 8002755 | | |
| 260. | 8002755 | 40(a) relocating from authorized spaces | Dismiss for refund | $520.00 | |
| 261. | 8002901 | 300(10) - no or improper signage | Liable; reduced | | $50.00 |
| | | | | **Total refunds:** **$9,392.00** | **Total fines:** **$2,300.00** |