

#10295

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

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CIRCUIT COURT OF COOK
COUNTY, ILLINOIS
CHANCERY DIV.
CITY BROWN - CLERK

PEOPLE OF THE STATE OF ILLINOIS,
ex rel. Anita Alvarez, State's Attorney
of Cook County, Illinois,

Plaintiff,

vs.

No:

ROAD AMERICA AUTOMOTIVE, Inc.; CITY WIDE
AUTO RECOVERY, Inc.; PRO AUTO RECOVERY, Inc.;
TAREQ A. ALHINDI, individually and as agent of ROAD
AMERICA AUTOMOTIVE, Inc.; CITY WIDE AUTO
RECOVERY, Inc., PRO AUTO RECOVERY, Inc., and
SHOWTIME TOWING; AZZAM ALHINDI, individually as
agent of ROAD AMERICA AUTOMOTIVE, Inc.;
ADEL SUHAIL, individually and agent of ROAD AMERICA
AUTOMOTIVE, Inc., CITY WIDE AUTO RECOVERY, Inc.,
PRO AUTO RECOVERY, Inc., and as agent of SHOWTIME
TOWING; SAHER ASHKAR, individually and as agent of
PRO AUTO RECOVERY, Inc.; Defendant ZIYAD ALHINDI,
individually and as agent of ROAD AMERICA RECOVERY,
Inc., and PRO AUTO RECOVERY, Inc.; SALAH AZZAM
ALHINDI, individually and as agent of PRO AUTO
RECOVERY, Inc.; and CARRIE BARGER, individually and
as agent of ROAD AMERICA, Inc., and CITY WIDE AUTO
RECOVERY, Inc.,

Defendants.

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COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

NOW COMES the Plaintiff, the People of Illinois, ex rel. Anita Alvarez, State's Attorney of Cook County, through her Assistant Rosa Abreu, A.S.A., and complains of Defendants ROAD AMERICA AUTOMOTIVE, Inc. (hereinafter "ROAD AMERICA"); CITY WIDE AUTO RECOVERY, Inc. (hereinafter "CITY WIDE AUTO"); PRO AUTO RECOVERY, Inc. (hereinafter "PRO AUTO"); TAREQ A. ALHINDI, individually and as agent of ROAD AMERICA, CITY WIDE AUTO, PRO AUTO, and SHOWTIME TOWING; ADEL SUHAIL, individually and as agent of CITY WIDE AUTO, ROAD

AMERICA, PRO AUTO, and SHOWTIME TOWING; SAHER ASHKAR, individually and as agent of PRO AUTO; AZZAM ALHINDI, individually and as agent of ROAD AMERICA; SALAH AZZAM ALHINDI, individually and as agent of PRO AUTO; ZIYAD ALHINDI, individually and as agent of ROAD AMERICA, and PRO AUTO; and CARRIE BARGER, individually and as agent of ROAD AMERICA, and CITY WIDE AUTO, for violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (“Consumer Fraud Act”), and the Uniform Deceptive Trade Practices Act,, 815 ILCS 510/1 et seq. (“Deceptive Trade Act”).

COUNT I - VIOLATIONS OF THE CONSUMER FRAUD ACT

AUTHORITY

1. This action is brought for and on behalf of the People of the State of Illinois, by ANITA ALVAREZ, State’s Attorney of Cook County, Illinois (the “State’s Attorney”) pursuant to paragraph 505/7 of the Consumer Fraud Act. See 815 ILCS 505/7.
2. Section 7 of the Consumer Fraud Act provides in relevant part:
 - (a) Whenever the Attorney General or a State’s Attorney has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by this Act to be unlawful, and that proceedings would be in the public interest, he or she may bring an action in the name of the People of the State against such person to restrain by preliminary injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction; revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or associations; suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.
 - (b) In addition to the remedies provided herein, the Attorney General or State’s Attorney may request and the Court may impose a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the Court finds the method, act or practice to have been entered into with the intent to defraud, the Court has the authority to impose a civil

penalty in a sum not to exceed \$50,000 per violation. Under the Consumer Fraud Act, the term “person” includes any natural person or his legal representative, partnership, corporation (domestic and foreign), company, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui que trust.

815 ILCS 505/7 (2006)

3. Section 2 of the Consumer Fraud Act provides as follows:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with the intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practice Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2 (2006)

4. Section 2(a) of the Deceptive Trade Practices Act provides in relevant part: A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, the person:

...

(3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with or certification by another;

(9) advertises goods or services with intent not to sell them as advertised;

(12) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

(13) engages in any other conduct which similarly creates a likelihood of confusion or misunderstanding.

815 ILCS 510/2 (2006)

VENUE

5. Venue for this action properly lies in Cook County, Illinois, because the consumer transactions which give rise to this action occurred in Cook County, Illinois.

DEFENDANTS

6. Defendant ROAD AMERICA was incorporated on August 2, 2004, as an Illinois domestic corporation. ROAD AMERICA maintains its principal place of business at 3055 West 131st Street, Blue Island, Illinois, in Cook County. Defendant ROAD AMERICA is a licensed tow company in Illinois.

7. Defendant CITY WIDE AUTO was incorporated on February 27, 2007, as an Illinois domestic corporation, and was involuntarily dissolved on July 11, 2008. At all relevant times, Defendant CITY WIDE AUTO maintained its principal place of business adjacent to Defendant ROAD AMERICA, at 13156 S. Sheridan Avenue, Blue Island, Illinois, in Cook County. At all relevant times, Defendant CITY WIDE AUTO was not a licensed tow company in Illinois.

8. Defendant PRO AUTO was incorporated on April 2, 2008, as an Illinois domestic corporation and maintains its principal place of business at 5720 S. Claremont, Chicago, IL. Defendant PRO AUTO is not a licensed tow company in Illinois.

9. Defendant TAREQ A. ALHINDI (hereinafter "TAREQ") is sued in his official capacity as President of Defendant ROAD AMERICA, and individually as agent of Defendants ROAD AMERICA, CITY WIDE AUTO, PRO AUTO, and as agent of SHOWTIME TOWING. Defendant TAREQ is a founder of Defendant ROAD AMERICA, and manages, directs, and controls the day-to-day operations of Defendant ROAD AMERICA. At all relevant times to this complaint, Defendant TAREQ was an agent of ROAD AMERICA, CITY WIDE AUTO, PRO AUTO, and SHOWTIME TOWING and acted within the scope of his agency with each of these companies when he engaged in the deceptive acts and practices complained of herein.

10. Defendant AZZAM ALHINDI (hereinafter "AZZAM"), is sued individually and as agent of Defendant ROAD AMERICA. Defendant AZZAM is the founder of Defendant ROAD AMERICA, and has served as President, Secretary, Treasurer, and registered agent of the company. Defendant AZZAM manages and controls Defendant ROAD AMERICA's assets, finances, and day-to-day operations. Recently, Defendant AZZAM placed Defendant ROAD AMERICA's corporate checking account into a Trust, naming himself and his wife as Trustees, and Defendant TAREQ, his son, as the

beneficiary. At all relevant times to this complaint, Defendant AZZAM was an agent of ROAD AMERICA, and acted within the scope of his agency when he engaged in the deceptive acts and practices complained of herein.

11. Defendant ADEL SUHAIL (hereinafter "ADEL"), a/k/a "Adam", is sued individually and as agent of CITY WIDE AUTO, ROAD AMERICA, PRO AUTO RECOVERY, and SHOWTIME TOWING. Defendant ADEL was the founding member of CITY WIDE AUTO, and was primarily responsible for managing, directing, and controlling the day-to-day operations of Defendant CITY WIDE AUTO. At all relevant times to this complaint, Defendant ADEL was an agent of CITY WIDE AUTO, ROAD AMERICA, PRO AUTO, and of SHOWTIME TOWING, and acted within the scope of his agency with each when he engaged in the deceptive and fraudulent acts and practices complained of herein.

12. Defendant SAHER ASHKAR (hereinafter "SAHER") a/k/a "Sam" is sued individually and as agent of Defendant PRO AUTO. Defendant SAHER is the founder of PRO AUTO, Inc., and is the primary agent who manages, directs and controls the day-to-day operations of Defendant PRO AUTO. At all relevant times to this complaint, Defendant SAHER was an agent of PRO AUTO, and acted within the scope of his agency when he engaged in the deceptive acts and practices complained of herein.

13. Defendant ZIYAD ALHINDI (hereinafter "ZIYAD") is sued individually and as agent of Defendant ROAD AMERICA, and PRO AUTO. At all relevant times to this complaint, Defendant ZIYAD was an agent of ROAD AMERICA and PRO AUTO, and acted within the scope of his agency with each when he engaged in the deceptive and fraudulent business practices complained of herein.

14. Defendant SALAH AZZAM ALHINDI (hereinafter "SALAH") is sued individually and as agent of Defendant PRO AUTO. At all relevant times to this complaint, Defendant SALAH was an agent of PRO AUTO, and acted within the scope of his agency when he engaged in the deceptive and fraudulent business practices complained of herein.

15. Defendants ROAD AMERICA and CITY WIDE AUTO share and control a common gated fence, through which these companies regularly access one another's storage lot. ROAD AMERICA and CITY WIDE AUTO share a common

receptionist/agent, Defendant CARRIE BARGER.

16. Defendant CARRIE BARGER (hereinafter "BARGER"), a/k/a "Julie", "Nina", and "Valerie", is sued both individually and as agent of Defendants ROAD AMERICA and CITY WIDE AUTO. At all relevant times to this complaint, Defendant BARGER was an agent of ROAD AMERICA and CITY WIDE AUTO, and acted within the scope of her agency with each when she engaged in the deceptive and fraudulent business practices complained of herein.

17. Defendant AZZAM AL-HINDI, his sons Defendants TAREQ, ZIYAD, and SALAH, and Defendants ADEL SUHAIL, SAHER ASHKAR, and CARRIE BARGER, acting individually and in concert with one another, developed and/or implemented the deceptive business policies and practices complained of herein relating to Defendants ROAD AMERICA, CITY WIDE AUTO, PRO AUTO, and SHOWTIME TOWING.

18. As described more fully below, Defendants TAREQ, AZZAM, ZIYAD, SALAH, ADEL, SAHER, and BARGER engaged in a common plan or scheme to defraud consumers such that to adhere to the fiction of separate corporate existences between the corporate Defendants named herein, ROAD AMERICA, CITY WIDE AUTO, and PRO AUTO, and these individuals would serve to sanction fraud and promote injustice.

19. The individual Defendants TAREQ, AZZAM, ZIYAD, SALAH, ADEL, SAHER, and BARGER, and the corporate Defendants ROAD AMERICA, CITY WIDE AUTO, and PRO AUTO, will be collectively referred to as the "DEFENDANTS".

DEFENDANTS' BUSINESS PRACTICES

20. The Defendants are engaged in trade or commerce in that they solicit and provide emergency towing services in Cook County, Illinois, to drivers and/or owners of vehicles that have been involved in accidents on Chicago roadways.

21. As part of their regular business practices, the Defendants' tow truck operators intercept police radio band widths and learn about vehicle collisions immediately after they occur. Defendants' tow truck operators "chase" these accidents and arrive at the scene on the heels of, and sometimes before, the police. This practice often creates confusion and the false impression to members of the public that the police had summoned the Defendants to the accident scene.

22. In the regular course of conducting business, the Defendants' tow operators solicit business when drivers are in a state of agitation and/or shock, in need of medical attention, or find themselves stranded on a public road at night with a wrecked or disabled vehicle.

23. In cases where the driver of the wrecked vehicle is not the owner, Defendants' tow truck operators solicit the owner at his or her home, at all hours of the day or night, to obtain authorization to remove their wrecked vehicle from public roadways.

24. As part of their regular business practices, the Defendants' tow truck operators are prohibited from disclosing the Defendants' true charges for towing and related services to consumers.

25. As part of their regular business practices, the Defendants' tow truck operators inquire whether the drivers and/or owners of wrecked vehicles maintain automobile insurance. Once they obtain the name of the insurance company, the Defendants' tow truck operators tell the insured consumer that the tow is "free" or "won't cost anything", and further explain that insurance will cover the cost. At the time these representations are made, the Defendants' tow truck operators know these representations to be false.

26. Consumers rely on the Defendants' representations that they will not incur any fees for the tow, and sign Defendants' tow authorization forms, which do not disclose any fee or charge for the Defendants' towing service.

27. On those occasions when a consumer insists on knowing what the Defendants' towing charge will be, the Defendants' tow operators typically quote a towing fee of \$125.00, and a storage fee of \$50.00 per day. In these instances as well, consumers rely on the Defendants' quoted rate, and sign Defendants' tow authorization forms.

28. As part of their plan or scheme to defraud consumers, the Defendants' tow consumers' wrecked vehicles directly to their storage lots so they can assert a possessory lien over the vehicle. At times, the Defendants obtain authorization to tow consumers' wrecked vehicles to their lot by falsely representing that they maintain an auto repair shop on their premises. At other times, the Defendants obtain authorization to tow but disregard consumers' instructions and tow their vehicles to Defendants' storage lots

instead to their homes or their preferred auto repair shops, as requested.

29. Once consumers' vehicles are stored on Defendants' properties, the Defendants' routinely demand anywhere from \$1,200.00 to \$6,000.00 in towing and related fees for the release of consumers' towed vehicles.

30. Because the Defendants retain possession of consumers' vehicles until they receive payment, consumers are left with no alternative other than to pay Defendants' excessive fees for the release of their vehicles.

31. Throughout 2007 and 2008, the Defendants regularly set the following rates for their emergency towing and related services: \$625.00 tow; \$1445.00 winch; \$565.00 labor; \$595.00 clean up; \$95.00 per day storage; and \$425.00 Administrative fee. If the Defendants later discover that the consumer's insurance policy does not cover towing services, or alternatively, that the consumer is not insured, these rates are reduced.

32. Often times, the Defendants towing and related fees are so excessive that consumers cannot afford to pay for the immediate release of their vehicles, and must obtain a loan or wait until their next paycheck to obtain their vehicles from the Defendants.

33. In general, consumers' insurance companies find the Defendants' charges so unreasonable that they object to paying Defendants' quoted fees. While consumers and/or insurance agents seek additional time to come up with the demanded payment, or investigate the Defendants' excessive charges, the Defendants' storage fees continue to accrue.

34. In some cases, insurance companies pay the Defendants' demanded fees so that the vehicle can be released. In other cases, insurance companies only pay a portion of the fees demanded, leaving the consumer to pay the remainder out of their own pocket.

35. In cases where insurance companies pay the Defendants' demanded fees, they later seek to recover their losses by setting-off consumers' insurance pay out amounts, or by increasing consumers' insurance premiums. In both cases, consumers incur increased out-of-pocket costs and substantial money losses. (See Exhibit A, Affidavit of Kevin Martin, Executive Director of the Illinois Insurance Association).

36. Consumers would not have consented to the tows had they known the actual towing charges and not been deceived by Defendants' misrepresentations that the tows

would be "free" because they are covered by insurance.

37. Non-consensual tows are regulated by the Illinois Commerce Commission (hereinafter the "ICC"), which currently caps rates at \$170.00 per tow and \$40.00 per day for storage. 625 ILCS 5/18(a)-101 (See Exhibit B, ICC October 17, 2008, rate schedule)

38. In some cases, in addition to the unfair and deceptive towing practices described above, the Defendants fraudulently charge and collect fees for services they do not provide. For example, the Defendants often charge a \$1445.00 winch fee and a \$595.00 clean-up fee for the release of a vehicle that was towed without the use of a winch, and for which no clean up services were provided at the accident scene.

39. Additionally, the Defendants often charge and collect duplicate fees for providing the same towing service. For example, Defendants often assess separate, large fees for "towing", "labor", and "tow truck usage", and require consumers to pay these duplicative fees to get their vehicles back.

Defendants' concealment of their participation in the plan or scheme to defraud.

40. Defendant ROAD AMERICA is a licensed tow company in Illinois. For non-emergency tows, ROAD AMERICA maintains a fixed rate of \$125.00 per tow, and \$25.00 per day for storage in accordance with state laws and ICC regulations. Defendant TAREQ is the license holder for ROAD AMERICA. (A true copy of the ICC rate schedule for Defendant ROAD AMERICA is attached hereto as Exhibit C).

41. Neither Defendants CITY WIDE AUTO and PRO AUTO nor their agents are licensed tow truck operators in Illinois.

42. As part of its regular business practices, Defendant ROAD AMERICA purchases and registers tow trucks with the Illinois Secretary of State through its agents, Defendants TAREQ and AZZAM. However, ROAD AMERICA tow trucks are then used by Defendants CITY WIDE AUTO, PRO AUTO, and SHOWTIME TOWING, with their own respective signage, to provide emergency tows.

43. For emergency tows, Defendants CITY WIDE AUTO and PRO AUTO typically charge the previously quoted rates of \$625.00 tow; \$1445.00 winch; \$565.00 labor; \$595.00 clean up; \$95.00 per day storage; and \$425.00 Administrative fee.

44. At all relevant times to this complaint, Defendants ROAD AMERICA, CITY WIDE AUTO, and PRO AUTO shared and provided one another with access to and use

of their respective storage lots.

45. At all relevant times to this complaint, Defendants ROAD AMERICA, CITY WIDE AUTO, and PRO AUTO shared common tow trucks, tow truck operators, managers, agents, and employees.

46. At all relevant times, as part of their day-to-day activities and responsibilities Defendants TAREQ, ADEL, SAHER, SALAH, and ZIYAD, operated tow trucks, solicited members of the public, and quoted towing and storage rates to the general public.

47. At all relevant times, Defendants TAREQ, ADEL, SAHER, SALAH, and ZIYAD used aliases when they solicited, or provided services to members of the public, and never signed their actual names on Defendants' forms or receipts.

48. Defendants TAREQ, AZZAM, and ADEL were primarily responsible for, and regularly set, the final towing and related storage fees at ROAD AMERICA and CITY WIDE AUTO. As part of their day-to-day activities, Defendants TAREQ, AZZAM, and ADEL directed ROAD AMERICA and CITY WIDE AUTO's agents not to release vehicles to members of the public until these charges were paid. In the regular course of doing business, ROAD AMERICA and CITY WIDE AUTO used an employee they shared in common, Defendant CARRIE BARGER, to communicate the rates and demand payment for the release of vehicles to members of the public.

49. Defendant SAHER was primarily responsible for, and regularly set, the final towing and related charges at PRO AUTO for the release of vehicles. In the regular course of doing business, Defendant SAHER directed and relied upon Defendant PRO AUTO's other agents to communicate these rates and demand payment for the release of vehicles to members of the public.

50. Paragraphs 51 through 234 are pled merely as examples of Defendants' unlawful business practices and are not meant to be exhaustive. Defendants' unlawful activities are ongoing, thus the People of the State of Illinois reserve the right to show other instances where consumers have been injured by said unlawful, deceptive, and unfair practices.

RUBY STEVENS

51. On Friday, December 26, 2008, at approximately 7:00 a.m., a 2008 Pontiac G-6 owned by Ruby Stevens, age 66 (hereinafter "Ruby"), was struck by a car while parked at her residence, 314 W. 83rd Street, Chicago, IL. Police was called and a report was taken.

52. Ruby lives with her daughter, Tameka Stevens ("Tameka").

53. Approximately eight hours later, Tameka noticed two men in a ROAD AMERICA tow truck examining her mother's wrecked car. When Tameka approached them, she was given a business card by the driver from Defendant ROAD AMERICA, "Sam", which stated: "Complete Collision Center and 24 hour Towing". The card listed a business address of 3055 W. 131st Street, Blue Island, IL, along with two telephone numbers: one for towing and one for its repair shop. (A true copy of this business card is attached as Exhibit D).

54. "Sam", the tow truck driver from Defendant ROAD AMERICA, is in fact Defendant ZIYAD.

55. After Defendant ZIYAD learned that the police had been called and that Ruby was the owner of the vehicle, he went into Ruby's apartment because she had recently undergone surgery and still had difficulty walking.

56. Defendant ZIYAD handed Ruby a business card and told her that ROAD AMERICA had towed for the Chicago Police Department in the past, and continues to work with police by responding to their calls for towing assistance.

57. Defendant ZIYAD also told Ruby that Defendant ROAD AMERICA not only tows, but also repairs wrecked vehicles.

58. After Defendant ZIYAD ascertained that Ruby had auto insurance, he told Ruby there would be no charge for the tow and explained that the insurance company of the driver that hit her would be assessed the cost. Defendant ZIYAD also told Ruby that ROAD AMERICA would fix her vehicle if the other driver's insurance company authorized ROAD AMERICA to perform the repairs.

59. Ruby relied on Defendant ZIYAD's representations, and authorized Defendant ROAD AMERICA to tow and repair her vehicle.

60. At all relevant times, Defendant ROAD AMERICA did not maintain or

operate an auto repair shop on its premises.

61. Tameka accompanied Defendant ZIYAD outside and was given a tow authorization form to complete and sign on behalf of her mother. Defendant ZIYAD then gave Tameka the pink carbon copy of the tow authorization form she had signed. Tameka's copy indicated that no charges were assessed. (A true copy of the pink carbon copy is attached hereto as Exhibit E).

62. Defendant ZIYAD told Tameka to call the number on ROAD AMERICA's business card on Monday to learn whether her mother's vehicle could be fixed or whether it was a total loss. Defendant ZIYAD and his passenger then towed Ruby's vehicle. Defendant ROAD AMERICA provided no clean up services nor was any special equipment used.

63. On Monday, December 29, 2008, and the following day, Tameka continually called ROAD AMERICA in attempts to gain information about the vehicle. Each time, Tameka spoke to a woman who told her that someone would return her call. However, no one from Defendant ROAD AMERICA called back with any information.

64. On December 30, 2008, Tameka received a call from an Angela Williams of Safeco insurance, the insurance company of the driver who hit Ruby's vehicle. Williams informed Tameka that Defendant ROAD AMERICA's tow charges were excessive and that Safeco would not pay the quoted charges. Williams also stated that Safeco would not authorize ROAD AMERICA to repair the vehicle.

65. On December 31, 2008, Ruby and Tameka Stevens traveled to Defendant ROAD AMERICA's lot located at 3055 W. 131st Street, Blue Island, IL. Once there, an unknown male directed them to Defendant CARRIE BARGER.

66. Ruby and Tameka informed BARGER that they wanted to pick up their vehicle, and showed BARGER the pink carbon copy Tameka had been given.

67. Tameka recognized Defendant BARGER's voice to be the same as the woman with whom she had spoken to over the phone at Defendant ROAD AMERICA over the previous two days.

68. Defendant BARGER told Tameka that the towing charges were \$1,500.00.

69. Tameka objected to the charge and demanded to know what they were billing her for besides the tow. Defendant BARGER stated "it could have been for clean up

services, winching, labor, anything...". Tameka told BARGER that no clean up was done, and no winch was used to tow the car.

70. Defendant BARGER responded by reducing the towing and related fees to \$500.00. Tameka told Defendant BARGER that Defendant ZIYAD had stated there would be no charge for towing because it would be covered by insurance. Tameka also informed Defendant BARGER that they did not have \$500.00.

71. Defendant BARGER then reduced the fee to \$300.00, and finally to \$150.00.

72. Nonetheless, Tameka called the police and a Cook County Sheriff's police officer responded. After speaking to Tameka and Ruby Stevens, the officer met with Defendant BARGER, returned, and stated there was nothing he could do. The officer then left.

73. Tameka again approached Defendant BARGER and asked if she would accept \$150.00 for the tow, and BARGER replied "no". When Tameka then asked if she would accept \$300.00 for the tow, Defendant BARGER said: "I told you not to call the police. But since you did, you're going to pay the whole amount." Defendant BARGER then laughed and slammed the window shut.

74. On January 2, 2009, Ruby and Tameka Stevens returned to ROAD AMERICA and met Defendant BARGER, who told them the charge was now \$1,085.00.

75. Ruby demanded to know what she was being charged for, and asked to see the itemized charges. Defendant BARGER pulled out a white form which Tameka recognized as the top page of the tow form she had signed. However, the white form now listed numerous towing charges that had been added after Tameka had signed it. Specifically, the white page of the form listed the following fees: \$350.00 for towing, \$225.00 for clean up, \$370.00 for winching, \$110.00 administrative fee, time, and \$150.00 for truck time. These fees totaled \$1,205.00. (A true copy of the top page of the tow form Defendant BARGER showed the Stevens' is attached as Exhibit F).

76. Because neither Ruby nor her daughter had the money, Tameka called the police for assistance. Cook County Sheriff's Police Officer Mazur responded, was apprised of the situation, and then met with Defendant BARGER.

77. A short time later, Officer Mazur came out of ROAD AMERICA's trailer with a piece of paper with "\$885.00" written on it. Officer Mazur told the Stevens' that

beyond this there was nothing further he could do. Officer Mazur then instructed Tameka to call Defendant ROAD AMERICA directly.

78. Immediately thereafter, Ruby dialed Defendant ROAD AMERICA's telephone number and spoke with an unknown male who agreed to reduce the fees to \$700.00.

79. Tameka and Ruby Stevens then went to Ruby's bank and withdrew \$700.00 from her account. This amount came directly out of Ruby's monthly \$739.00 social security check, leaving her with a balance of \$39.22 for that month.

80. On January 2, 2009, Ruby gave Defendant BARGER the \$700.00 cash and was given a hand-written receipt. The receipt stated the following fees: \$350.00 for towing, and \$350.00 for storage. (A true copy of this receipt is attached as Exhibit G).

81. Defendant ROAD AMERICA's fees are excessive and not based on actual services rendered.

82. Ruby would not have authorized Defendant ROAD AMERICA to tow her vehicle had she known that Defendant ROAD AMERICA's actual towing and storage charge would be \$700.00.

83. Ruby would not have authorized Defendant ROAD AMERICA to tow her vehicle to their place of business for repair had she known that Defendant ROAD AMERICA did not maintain an auto repair shop as represented by Defendant ZIYAD.

ERIN DURHAM

84. On or about May 3, 2008, at approximately 1:00 a.m., a 2006 Chrysler Sebring driven by Terry McHerron was involved in a hit and run accident at 67th and Kedzie, in Chicago, IL.

85. Before police arrived a tow truck from Defendant PRO AUTO appeared at the accident scene. The PRO AUTO tow truck driver, accompanied by another male, solicited Terry McHerron and offered to tow the car to his shop for "free", further stating that the insurance company of the car that had hit him would be billed instead.

86. The PRO AUTO tow truck driver who solicited McHerron on May 3, 2008, was Defendant TAREQ.

87. Defendant TAREQ informed McHerron that his shop was located at 57th & Western, and that the cost of the tow would be \$150.00. McHerron told Defendant

TAREQ that the car he was driving was his girlfriend's, Erin Durham, and that she would be arriving shortly.

88. When Erin Durham ("Durham") arrived at the accident scene, her vehicle was already hooked up by Defendant PRO AUTO.

89. When Defendant PRO AUTO's agents asked Durham to sign its tow authorization form, she declined to do so without knowing who was going to pay for the tow. After confirming that her vehicle was insured, Defendant PRO AUTO's agents told Durham that the tow would not cost her anything because their fee would be charged to insurance.

90. Durham relied on Defendant PRO AUTO's representations and signed the tow authorization slip, which did not list any towing charges. Defendant PRO AUTO's agents gave her a PRO AUTO business card that listed its business name and telephone number, but failed to give her a copy of the tow slip.

91. Defendant PRO AUTO then towed Durham's vehicle away without the use of special equipment.

92. On or about the following day, Durham reported the accident to her insurance company, and was informed that tows were not covered under her policy.

93. That same day, Durham called Defendant PRO AUTO, identified her vehicle, and asked about the charges she would have to pay to recover it. A PRO AUTO representative told her that the charge for the tow was \$159.00 and the storage fee would be \$40 per day. Durham asked to get her car out immediately, and was told she needed to speak with a manager first.

94. When Durham spoke with a PRO AUTO manager, he told her that he had viewed the damage to her vehicle and said he could repair it. The PRO AUTO manager offered to fix her car and stated that the cost of the repairs would be charged to her insurance company.

95. Durham relied on Defendant PRO AUTO manager's representations, and agreed to have her vehicle repaired by Defendant PRO AUTO. She then informed her insurance company of the same.

96. At all relevant times, Defendant PRO AUTO did not operate an auto repair shop nor did it fix wrecked vehicles at its premises, 5720 S. Claremont, Chicago, IL.

97. Initially, Defendant PRO AUTO would not permit Durham's insurance company to view her wrecked vehicle. After the insurance adjuster was finally allowed to view the vehicle, Durham's insurance company declared her 2006 Sebring a total loss.

98. Durham was instructed by her insurance company to go to Defendant PRO AUTO and sign a release. When she contacted Defendant PRO AUTO, Durham was told her vehicle would be released directly to her insurance company and that her signature was not required.

99. Over the next four days, Defendant PRO AUTO did not make the vehicle available to Durham's insurance company, nor did it accept or return Durham's calls.

100. As Durham was getting ready to call the police out of fears that Defendant PRO AUTO had stolen or stripped her vehicle for parts, she learned from her insurance company that they had recovered the vehicle.

101. In summary, Defendant PRO AUTO received Durham's request to recover her vehicle on May 5, 2008, but did not release it until approximately May 19, 2008.

102. Durham's insurance company paid her \$12,069.00 for the loss of her vehicle. However, Durham's payout was offset by the \$3,395.00 her insurance company had to pay Defendant PRO AUTO to get her vehicle out. (Copies of MeritPlan Insurance's letter and Settlement Summary are attached as Group Exhibit 1, (a) and (b)).

103. Durham would not have authorized the tow but for Defendant TAREQ's and Defendant PRO AUTO's misrepresentations.

104. Durham would not have allowed her car to remain in Defendant PRO AUTO's possession beyond the initial day of storage had she known that Defendant PRO AUTO did not operate a body shop. Accordingly, Durham's bill would not have exceeded \$200.00 under Defendant PRO AUTO's quoted rate.

105. Durham would not have authorized Defendant PRO AUTO to tow her vehicle had PRO AUTO's agents disclosed the towing and storage charges would be over \$3,300.00.

ALFONSO RELLO

106. At all relevant times to this complaint, Alfonso Rello owned and operated a truck as an independent driver for Michaels Cartage, Inc..

107. On Friday, May 2, 2008, at approximately 6:15 p.m., Alfonso Rello's truck

broke down near the intersection of 104th and Western, in Chicago, IL.

108. A tow truck from Defendant PRO AUTO arrived immediately after the police. The PRO AUTO tow truck driver identified himself as "Sam" and offered to tow and repair Rello's truck at PRO AUTO, which was located less than five (5) miles away at 57th and Western Avenue, Chicago, IL. "Sam" told Alfonso Rello that the tow charge would be between \$400.00 and \$450.00, and that the repair charge would be determined by their mechanic.

109. The PRO AUTO tow truck driver who identified himself as "Sam" and solicited Alfonso Rello on May 2, 2008, was Defendant ADEL.

110. Although Alfonso Rello believed that \$450.00 was a lot of money for a five mile tow, he did not have other options at the time and signed the tow authorization form Defendant ADEL gave him. The authorization form did not list any towing or related fees or specify what services were being provided. (A true copy of the form is attached as Exhibit H).

111. On Monday, May 5, 2008, Alfonso Rello arrived at Defendant PRO AUTO's place of business at 9:00 a.m., as instructed, only to discover it was closed for business. After waiting an hour, Rello left and returned approximately one hour later with his mechanic. Approximately 2 hours elapsed before a PRO AUTO tow truck arrived with a wrecked vehicle in tow, in conjunction with a white BMW. The driver of the BMW unlocked PRO AUTO's building and the tow truck entered.

112. Once inside the premises, Rello observed that there were no cars being repaired and no lifts, tools, or repair equipment inside PRO AUTO's building. Rello asked the individual who opened up PRO AUTO's premises, "where's the repair shop? I don't see the shop", and the PRO AUTO representative said nothing. Rello immediately asked to get his truck back, and the PRO AUTO representative said "No, we're not dealing with you, we're dealing with your insurance." Rello and his mechanic then sought to inspect the damaged truck engine, and were told not to open the hood or touch anything on the truck. The PRO AUTO representative and his assistant then escorted Rello and his mechanic out of the building, locked the premises, and left.

113. Rello immediately contacted his insurance company, Progressive, and learned that Defendant PRO AUTO was seeking \$6,500.00 in towing and related charges

before it would release his truck. Progressive deemed the towing charges excessive and informed Rello that it would not pay PRO AUTO's quoted fee.

114. Later that day, Rello spoke to his employer about his predicament and asked for assistance in getting his truck out to avoid incurring additional fees.

115. On or about May 6, 2008, Rello's employer, Vikki Henderson, spoke with an agent of Defendant PRO AUTO and successfully negotiated a reduction in the towing and related fees to \$4,400.00. Because Rello could not afford to pay the \$4,400.00, his employer agreed to loan him the money.

116. On May 6, 2008, Rello traveled to Defendant PRO AUTO's place of business, 5720 S. Claremont, Chicago, IL, paid the \$4,400.00 towing and storage fee with two checks drawn on his employer's business account, and was given a receipt. (Copies of these cancelled checks and PRO AUTO's receipt are attached as Exhibits I, J, and K).

117. On May 6, 2008, Groen's Towing & Truck Repair towed Rello's truck from PRO AUTO to Rello's employer's place of business, a distance of approximately 10 miles, for a total fee of \$375.00. Rello's employer paid for the tow, and later deducted the \$375.00 from Rello's wages. (A copy of Groen's Towing invoice is attached as Exhibit L).

118. Defendant PRO AUTO's fees are excessive and not based on actual services rendered.

119. Rello would not have authorized Defendant PRO AUTO to tow his truck had Defendant ADEL disclosed that PRO AUTO's actual charge for towing and storing his truck over the weekend would be \$6,500.00.

120. Defendant PRO AUTO's assertion of a possessory lien over Rello's truck until he paid their \$4,400.00 fee was coercive and unfair, as its agents knew that Rello's truck was his only means of livelihood.

CORTEZ GARDNER

121. On or about May 11, 2008, Cortez Gardner ("Cortez") was involved in an automobile accident near the intersection of 69th and Hoyne, Chicago, IL, which was only a few blocks from his family's home.

122. A tow truck arrived immediately after the accident, as did Cortez' mother and father. The driver of the tow truck, who was accompanied by another male, offered

to tow Cortez' 2007 Chevy Impala to his shop for free, and stated he would bill the insurance company of the car that hit him. The tow truck driver stated that his company not only towed, but also repaired cars at their shop located on 131st Street in Blue Island.

123. The tow truck driver who solicited Cortez and his parents at the accident scene was Defendant TAREQ. The passenger in the tow truck who helped Defendant TAREQ hook up and tow Cortez' vehicle was Defendant ADEL.

124. Cortez' mother told the tow truck driver that she wanted the car towed to their house, which was only a few blocks away.

125. Defendant TAREQ made a phone call, then told the Gardner's that if they wanted the car towed to their house, it would cost \$120.00, but if they agreed to tow it to Defendant PRO AUTO's premises, it would be free.

126. Cortez relied upon Defendant TAREQ's representations, and agreed to have his car towed to Defendant PRO AUTO's premises. After Defendants TAREQ and ADEL hooked up his car, Cortez followed in another car until they arrived at 5720 S. Claremont, Chicago, where Defendant TAREQ made another phone call. Defendant TAREQ and Cortez then waited for someone to come and open up the premises.

127. Approximately two (2) hours later, Defendant SAHER arrived and unlocked Defendant PRO AUTO's building, located at 5720 S. Claremont, Chicago, IL, and gave Defendants TAREQ and ADEL access to its storage area.

128. Once inside, Defendant TAREQ told Cortez that the tow would not cost him anything, and asked him to sign a PRO AUTO tow authorization form, which listed no charges for the tow. Cortez signed the form and was given a copy of the same. (A copy of this tow authorization form is attached as Exhibit M).

129. On or about May 13, 2008, Cortez learned from his insurance company that Defendant PRO AUTO had charged \$1,995.00 to release his car so it could be repaired. The insurance company told Cortez that the \$1,995.00 towing charge was excessive, and advised him that he would be responsible for the cost of the tow. (A copy of Pro Auto's \$1995.00 invoice is attached as Exhibit N).

130. Cortez' 2007 Chevy Impala was towed to Classic Auto Rebuilders, where the repair bill totaled \$6,396.11. However, Cortez' insurance company set off the \$1,995.00 towing costs from the repair bill, and paid only \$4,551.11 to Classic Auto

Rebuilders. As a result, Cortez Gardner paid the remaining \$2,345.00 balance for the repairs. It took approximately two (2) months for Cortez to accumulate these funds, during which time he did not have use of his car and relied on others to get to and from work, which began at 6:30 a.m.. (Copies of the insurance company's set off against the repair bill, and Cortez' receipt from Classic Auto are attached as Exhibits O and P)

131. On or about May 28, 2008, Cortez Gardner called Defendant PRO AUTO at the number listed on its tow authorization form, (773) 776-8668, to complain about its deceptive business practices, and was told that a manager would call him back. Despite numerous attempts to speak to a manager, no one has ever called Cortez back.

132. Cortez would not have authorized Defendant PRO AUTO to tow his vehicle had Defendant TAREQ not misrepresented that the tow would be "free" because it was covered by insurance, and had he disclosed the actual \$1,995.00 fee.

BARBARA GILES

133. On April 25, 2008, a drunk driver struck a vehicle owned by Barbara Giles' ("Giles") while it was parked outside her home at 6747 S. Racine, Chicago, IL. The police was called, and a report was taken.

134. At approximately 11:00 p.m., minutes after the police left, a tow truck driver for Defendant PRO AUTO knocked at Giles' door.

135. The PRO AUTO tow truck driver, who did not identify himself, offered to tow Giles' vehicle and have it fixed at PRO AUTO's repair shop. The tow truck driver also told Giles that the tow would not cost her anything because it would be covered by insurance, either her's or the drunk driver's.

136. The PRO AUTO RECOVERY tow truck driver who solicited Giles at her home was Defendant SALAH.

137. Giles relied on Defendant SALAH's representations that the tow would not cost her anything, and signed Defendant PRO AUTO's tow authorization form, which did not list any charges. Giles did not authorize Defendant PRO AUTO to repair her vehicle at that time. (A true copy of the authorization form is attached hereto as Exhibit Q)

138. Defendant PRO AUTO then towed Giles' vehicle.

139. On April 26, 2008, Giles called her insurance company and was informed she was not insured for any costs associated with towing.

140. Soon thereafter, Giles called Defendant PRO AUTO and left messages requesting that they contact her to arrange for the release of her vehicle. Defendant PRO AUTO did not return her calls over the course of three days, and only responded after she left a message threatening to complain to the Better Business Bureau.

141. On or about May 6, 2008, Giles contacted Defendant PRO AUTO and spoke with "George", who stated he was the owner of PRO AUTO. "George" told Giles that the tow was \$195.00 plus \$40 a day for storage. "George" also told Giles that PRO AUTO would not release the vehicle until she paid their fees in full, submitted proof of ownership, and also submitted proof that her insurance company was authorizing a release of the vehicle to her.

142. Giles did not have the money to pay PRO AUTO's fee nor did she have the documents "George" requested. Therefore, Giles was not able to get her vehicle out and Defendant PRO AUTO's storage fees continued to accrue.

143. Giles had to wait until she received her next pay check to schedule the release of her vehicle out of PRO AUTO's lot. On the agreed upon date and time, Giles took off from work to recover her vehicle, only to discover when she arrived at Defendant PRO AUTO's place of business that it was closed.

144. Giles was not able to reschedule the release of her vehicle from Defendant PRO AUTO for another two days, resulting in additional storage fees. On or about May 12, 2008, Giles took off from work and paid "George" \$560.00 cash at Defendant PRO AUTO's premises, 5720 S. Claremont, Chicago, IL. "George", who took receipt of the \$560.00 payment, is in fact Defendant ADEL.

145. On or about May 12, 2008, Giles arranged to have Triple- A tow her vehicle from PRO AUTO's premises back to her home.

146. Giles later settled with the drunk driver's insurance company, American Family Insurance, which declared her vehicle a total loss.

147. On or about May 19, 2008, American Family Insurance paid Giles \$75.00 as reimbursement of Defendant PRO AUTO's \$560.00 towing and related fees. (A copy of this check is attached hereto as Exhibit R).

148. Giles would not have authorized Defendant PRO AUTO to tow her vehicle from her home to its lot had she not relied upon Defendant SALAH's misrepresentation

that Defendant PRO AUTO's towing charges would not be charged to her, but to the drunk driver who hit her vehicle.

149. But for Defendant SALAH's misrepresentation that PRO AUTO operated a repair shop, Giles would not have incurred any out-of-pocket losses associated with her vehicle being towed from her home and stored at PRO AUTO's premises for its purported repair.

PHILLIP KWASNY

150. On or about March 14, 2008, Phillip Kwasny ("Kwasny") was involved in a motor vehicle accident at approximately 10:30 p.m. at the intersection of Pulaski Avenue and Southwest Highway, Chicago, IL.

151. Soon after the police arrived, three tow truck operators converged at the scene. A tow truck driver from SHOWTIME TOWING, who identified himself as "Sam", approached Kwasny and gave him his card, then waited until the police finished taking reports..

152. After giving his statement to police, Kwasny asked "Sam" what the cost of the tow would be. "Sam", who had a co-worker in the tow truck with him, responded that the tow was \$125.00 plus \$25.00 a day for storage.

153. "Sam", the SHOWTIME tow truck operator who solicited Kwasny at the accident scene that night, was Defendant ADEL, and his passenger was Defendant TAREQ.

154. After confirming that Kwasny was insured, Defendant ADEL gave Kwasny a tow authorization form to sign. Kwasny relied upon Defendant ADEL's representations regarding SHOWTIME TOWING's fees and signed the form but was not given a copy.

155. After Kwasny signed the form, an "ABC TOWING" tow truck pulled out and started hooking up Kwasny's vehicle. Upon seeing this, Kwasny asked Defendant ADEL why "ABC TOWING" was towing his car instead of SHOWTIME TOWING, and was told, "don't worry, he's with me".

156. The ABC tow truck operator took five minutes to hook up Kwasny's vehicle and sweep debris off the street. No special equipment was used.

157. Before leaving the scene, Defendant ADEL of SHOWTIME TOWING told Kwasny that his vehicle would be stored at 183rd & Ashland, Chicago, IL.

158. On or about March 19, 2008, a representative from SHOWTIME, who used the alias "Jose", charged Kwasny's insurance company \$5,200.00 in fees for the release of his vehicle. The bill was as follows : Tow \$895.00; Extra man: \$700.00; Special Equipment: \$595.00; Administrative Fee \$425.00; and Storage \$200 per day. Deeming this charge excessive, the insurance company refused to pay the fees and sought a reduction.

159. On March 20, 2008, instead of reducing its fees, SHOWTIME TOWING raised its fees to \$5,400.00.

160. A complaint was lodged against SHOWTIME TOWING with the police and the Cook County State's Attorney's Office after Kwasny's insurance company was unable to negotiate a reasonable fee for the release of Kwasny's vehicle.

161. On or about March 25, 2008, police officers assigned to the North Eastern Metropolitan Auto Theft Task Force (NEMAT) recovered Kwasny's vehicle from Defendant ROAD AMERICA's lot, located at 3055 W. 131st Avenue, Blue Island, IL.

162. Defendant TAREQ released Kwasny's vehicle to the police officers from NEMAT.

163. Kwasny suffered considerable inconvenience and distress during the two week period he could not locate his vehicle, which he had recently purchased for over \$30,000.00.

ETHEL OWENS

164. Ethel Owens ("Owens") is 69 years of age and resides alone at 7939 S. Marshfield, Chicago, IL.

165. On April 27, 2008, Ethel Owens was awoken at 1:30 a.m. by loud knocking at her door, causing her to call her daughter and son in law, who lived across the street.

166. Upon opening her front door, Owens saw two (2) truck operators who said they were with PRO AUTO RECOVERY. One of the men, who identified himself as "Sam", told Owens that her 2005 Nissan Altima had been involved in a car crash, and then offered to tow her wrecked vehicle.

167. The two PRO AUTO tow truck operators who solicited Ethel Owens at her home were Defendant SAHER, who used the alias "Sam", and Defendant ZIYAD, who did not identify himself by any name.

168. Owens told Defendants SAHER and ZIYAD that her vehicle couldn't possibly be involved in an accident because it was in her garage. Owens' daughter and son-in-law then discovered that Owens' garage had been broken into, and that her car had been stolen. The Owens' immediately called the police, and a report was taken.

169. At the time, Owens believed that Defendants SAHER and ZIYAD of PRO AUTO worked with the police because they arrived at her home before the police and informed her of the accident.

170. After confirming that her vehicle was insured, Defendant SAHER told Owens that her car had been "totaled" and needed to be removed from the street because it was blocking traffic. Defendant SAHER pressed Owens to sign an authorization form so he could tow her car, and told her not to worry about the cost because her insurance would take care of it.

171. Owens relied upon Defendant SAHER's representations and signed the form he had given her, which did not list any charges. (A true copy of the receipt is attached hereto as Exhibit S).

172. On or about May 6, 2008, Defendant PRO AUTO, through its agent "Sam", charged State Farm Insurance, Owens' insurance company, \$4,795.00 in fees for the release of her vehicle. PRO AUTO refused to itemize the fees for its towing and related storage services.

173. On or about May 6, 2008, State Farm informed Owens that her vehicle was still on Defendant PRO AUTO's premises because they were investigating the high towing fees.

174. On or about May 9, 2008, Owen's son-in-law traveled to Defendant PRO AUTO's storage lot located at 5720 S. Claremont, Chicago, IL, and met with Defendant SAHER, who allowed him to take pictures of Owens' damaged vehicle and retrieve items from her car. Defendant ADEL and Walid Al-Hindi were also on Defendant PRO AUTO's premises that day.

175. Sometime in late May or April 2008, State Farm obtained the release of Owens' vehicle for approximately \$2,085.00 as part of a negotiated release of numerous State Farm insured vehicles that were being held by Defendant PRO AUTO.

JOSE CANTERO

176. On or about May 4, 2008, a 2005 Dodge pick up truck owned by Jose Cantero ("Cantero") was involved in a motor vehicle accident near 51st Street and Christiana Avenue, Chicago, IL. The driver of the vehicle was Cantero's brother, Pasqual.

177. A tow truck driver for Defendant PRO AUTO RECOVERY arrived at the accident scene before police. After ascertaining that the vehicle was insured, but owned by Cantero, Defendant PRO AUTO's tow truck driver traveled a distance of three blocks to Cantero's home with his vehicle in tow.

178. On May 4, 2008, at approximately 3:00 a.m., one of Defendant PRO AUTO's tow truck drivers knocked on Cantero's front door until Cantero opened it.

179. The Defendant PRO AUTO tow truck driver who solicited Jose Cantero at his home on May 4, 2008, was Defendant ZIYAD.

180. Defendant ZIYAD informed Cantero of the accident and told him he needed to sign a receipt so he could tow his wrecked vehicle. Defendant ZIYAD told Cantero, "don't worry about the price, your insurance will take care of it."

181. Cantero relied on Defendant ZIYAD's representation that he would not be charged for the tow and signed the form presented to him, which listed no charges or fees. Cantero's vehicle was then towed from Cantero's home, located at 5142 S. Albany, Chicago, IL, to Defendant PRO AUTO's premises, located at 5720 S. Claremont, Chicago, IL. (A true copy of the receipt is attached hereto as Exhibit T).

182. No clean up work was performed and no special equipment was used to tow Cantero's vehicle.

183. On or about May 6, 2008, Defendant PRO AUTO charged Cantero's insurance company \$4,095.00 for the release of his vehicle. The bill was broken down as follows: Tow \$845.00; Labor \$740.00; Winch \$1,240.00; Administrative Fee \$545.00; Storage \$400.00; and an unknown fee of \$325.00.

184. Defendant PRO AUTO's \$1,445.00 winch fee was fabricated as no special equipment was used to tow Cantero's vehicle. Furthermore, Defendant PRO AUTO assessed duplicate fees for providing the same service, i.e., \$845.00 for towing, \$740.00 for labor, and \$325.00 for "unknown services".

185. Cantero's insurance company, State Farm, deemed the \$4,095.00 towing charge excessive, and disputed the charges.

186. Approximately three weeks after the accident occurred, on or about May 26, 2008, State Farm obtained the release of Cantero's vehicle for \$2,085.00 as part of a negotiated release of numerous State Farm insured vehicles being held by PRO AUTO.

KENDRA O'HARA

187. On February 10, 2007, at approximately 5:30a.m., Kendra O'Hara's Dodge Ram was struck by a drunk driver while parked on the street outside her home.

188. A Chicago police officer arrived on the scene, took a report, and told O'Hara that the driver who hit her car did not have insurance.

189. Approximately two hours later, a tow truck driver from Defendant ROAD AMERICA rang her doorbell and stated that his company had received a call from All State Insurance, the company that insured the car that struck hers, and that he had been instructed to pick up her car, fix it, and provide her with a rental.

190. Defendant ROAD AMERICA's tow truck driver told O'Hara there would be no cost to her for the tow.

191. O'Hara relied upon Defendant ROAD AMERICA's representations, and authorized the tow and repair of her van by signing some forms, which did not list any towing charges.

192. From approximately 10:30 a.m. until 2:00 p.m. on February 10, 2007, O'Hara and her husband repeatedly called Defendant ROAD AMERICA regarding the promised rental, but no one answered the telephone.

193. Later that same day, at approximately 3:30 p.m., O'Hara and her husband traveled to Defendant ROAD AMERICA's place of business, located at 3055 West 131st Street, Blue Island, IL. They were met by a ROAD AMERICA security guard, who stated that the office closed at 12:00 noon, but that their calls would be transferred to "Carrie", ROAD AMERICA's secretary.

194. When O'Hara called Defendant ROAD AMERICA again, a woman who identified herself as "Carrie" answered and heard O'Hara's complaint. Carrie told O'Hara that she would confer with someone at ROAD AMERICA, and call her right back. When Carrie called O'Hara back, Carrie told O'Hara that she would have to wait until Monday

for a rental because everything was closed. O'Hara explained that her family could not go without a car over the weekend because she had children, and had to work on Monday. After a series of additional phone calls, Carrie eventually agreed to release O'Hara's van. Moments later, though, Carrie called back to say she would not release it.

195. O'Hara and her husband traveled to Defendant ROAD AMERICA's place of business, observed that the lights were on, and called Carrie to tell her they were waiting outside. O'Hara also told Carrie that the police would be arriving shortly to assist them in picking up their van. A short time later, a Cook County Sheriff's police officer arrived and spoke with Carrie. Carrie told the officer that they were closed for business and that the O'Hara's would have to pay \$175.00 and wait until Monday to get her van out.

196. On Monday, February 13, 2007, O'Hara and her husband returned to Defendant ROAD AMERICA's place of business accompanied by a Cook County Sheriff's police officer. O'Hara met with Carrie, who identified herself as the "owner" of the company and told O'Hara that she needed to pay \$275.00 to recover her van.

197. The woman who identified herself to O'Hara as "Carrie" is in fact Defendant CARRIE BARGER.

198. After the Sheriff's police officer spoke with Defendant BARGER on O'Hara's behalf, Defendant BARGER reduced the fee to \$175.00. When the Sheriff's police officer left, O'Hara's husband attempted to pay Defendant BARGER the \$175.00 fee. However, Defendant BARGER raised the fee to \$225.00. When O'Hara's husband asked what the extra \$50.00 charge was for, Defendant BARGER stated that it was because they had called the police.

199. O'Hara had no choice but to pay the \$225.00 fee in order to avoid additional charges and get her van out.

200. On February 13, 2007, O'Hara paid Defendant BARGER \$225.00 cash and recovered her vehicle.

201. O'Hara would not have authorized Defendant ROAD AMERICA to tow and repair her vehicle had she known that Defendant ROAD AMERICA did not maintain a body repair shop, would not provide a rental, and would not provide her with free towing.

STAGED ACCIDENT OF APRIL 10, 2008

202. During the early morning hours of April 10, 2008, Cook County State's Attorney Investigators staged a two car accident at 8301 S. Kedzie, Chicago, IL. Investigator Sabrina Harris-Short ("Investigator Harris"), using the alias "Winston", posed as the driver of a 2006 Toyota Camry, and Investigator Gilberto Perez ("Investigator Perez") using the alias "Cabrera", posed as the driver of a 2007 Chevy Malibu Hertz rental car.

203. Shortly after the police arrived at 2:30 a.m., a tow truck driver from Defendant CITY WIDE AUTO responded to the accident scene. The tow truck driver identified himself as "Adam", and the passenger in the truck, identified himself as "Musa". Investigator Harris was approached by "Adam" and Investigator Perez was approached by "Musa" of Defendant CITY WIDE AUTO. Investigator Harris and Investigator Perez were asked by "Adam" and "Musa" respectively whether their vehicles were insured, and they both said "yes".

204. The driver of Defendant CITY WIDE AUTO's tow truck who responded to the April 10, 2008, accident scene at 8301 S. Kedzie Avenue, Chicago, IL, and identified himself to Investigators Harris and Perez as "Adam" is Defendant ADEL.

205. Defendant ADEL quoted Investigator Harris a towing fee of \$125.00, plus a daily storage fee of \$50.00, and told her the tow would not cost her anything because her insurance would cover it. At Investigator Harris' request, Defendant ADEL wrote the fees on Defendant CITY WIDE's tow authorization form. Defendant ADEL then asked her to sign the form so he could tow her vehicle. (A copy of this CITY WIDE tow authorization form is attached as Exhibit U).

206. Investigator Perez instructed "Musa" to tow the wrecked 2007 Chevy Malibu to Rokaitis Auto Body Shop located at 4546 S. Archer, Chicago, IL. At this point, Defendant ADEL interjected and told Investigator Perez that Rokaitis was closed, and suggested that his car be towed to Defendant CITY WIDE's lot instead.

207. When Investigator Perez inquired about the cost of the tow, "Musa" said he would not have to pay any fees because it would be covered by his insurance or by Hertz'. "Musa" presented Investigator Perez with a tow authorization form, which Investigator Perez signed. (A copy of this CITY WIDE tow authorization form is

attached as Exhibit V).

208. Defendant ADEL and "Musa" of Defendant CITY WIDE AUTO called for another tow truck, then proceeded to hook up the 2007 Chevy Malibu. Defendant ADEL then briefly swept debris off the street, to the curb, with a broom. Shortly thereafter, a tow truck from Defendant ROAD AMERICA arrived on the scene and towed away the 2006 Toyota Camry. No special equipment was used by either Defendant CITY WIDE or Defendant ROAD AMERICA.

209. On April 14, 2008, Investigator Creamer contacted Defendant CITY WIDE AUTO by phone, identified himself as an insurance adjuster, and requested a quote for the tow and storage fees relating to the 2006 Toyota Camry. A female who identified herself as "Nina" over the phone told Investigator Creamer she would call him back with the charges. Shortly thereafter, "Nina" called Investigator Creamer and quoted him \$3,490.00 in fees as follows: \$595.00 for towing; \$525.00 for clean up; \$975.00 for winching; \$495.00 for labor and "truck tow"; \$95.00 per day for storage, and \$425.00 in administrative fees.

210. On April 16, 2008, Defendant Creamer contacted Defendant CITY WIDE AUTO by phone and again spoke with "Nina", who told him that the \$3,490.00 fee total she had previously quoted was wrong. "Nina" then quoted a fee of \$2,005.00 for the release of the 2006 Camry, which she broke down as follows: \$595.00 tow; \$195.00 clean up; \$225.00 labor and truck tow; \$95.00 per day storage; and \$325.00 in administrative fees.

211. When Investigator Creamer informed "Nina" that his insured was quoted \$125.00 for the tow, and \$50.00 per day for storage by the tow truck operator, "Nina" responded by stating "drivers are not allowed to give out any prices". She also stated that CITY WIDE's standard fee was \$595.00 for tows and \$95.00 per day for storage.

212. On April 17, 2008, Investigator Creamer traveled to Defendant CITY WIDE AUTO's place of business, 13156 S. Sheridan Road, Blue Island, IL, and met with a woman who identified herself as "Nina". Investigator Creamer successfully negotiated Defendant CITY WIDE's towing and storage charges down from \$2,005.00 to \$1,270.00, and was provided a receipt. (A copy of this receipt is attached hereto as Exhibit W).

213. The woman who identified herself as "Nina" and took receipt of \$1,270.00

cash from Investigator Creamer for the release of the 2006 Toyota Camry was Defendant CARRIE BARGER.

214. Investigator Creamer recognized Defendant BARGER's voice as being the same voice as "Nina" of Defendant CITY WIDE AUTO, with whom he had spoken to several times on the phone.

215. On April 18, 2008, State's Attorney's Office Investigator Perez, posing as "Guillermo Cabrera", contacted Defendant CITY WIDE AUTO by phone to inquire about recovering the 2007 Chevy Malibu rental car. When asked by "Lena" if he had insurance, Investigator Perez replied that he was not covered by insurance at the time of the accident. "Lena" told Investigator Perez she would have to call him back.

216. On April 21, 2008, Investigator Perez again called Defendant CITY WIDE AUTO and spoke with a woman named "Julie", who informed him that the towing and storage fees totaled \$655.00, which she broke down as follows: \$175.00 for towing, and \$40.00 a day for storage.

217. On April 22, 2008, Investigator Perez traveled to Defendant CITY WIDE AUTO's place of business, located at 13156 S. Sheridan, Blue Island, IL, and paid \$655.00 cash to Defendant CARRIE BARGER to recover the wrecked vehicle. (A copy of Defendant CITY WIDE's receipt, reflecting the \$655.00 payment, is attached as Exhibit X).

218. Investigator Perez recognized Defendant BARGER's voice as being the same voice as "Lena" and as "Julie" of CITY WIDE AUTO, with whom he had spoken to earlier several times on the phone.

STAGED ACCIDENT OF JUNE 6, 2008

219. During the early morning hours of June 6, 2008, Cook County State's Attorney Investigators staged a two car accident at the intersection of 83rd and Pulaski, Chicago, IL. Investigator Carlos Hevia ("Hevia"), using the alias "Carlos Dominguez", posed as the driver of a 2001 Toyota Tundra, and Investigator Alexandra Guerrero ("Guerrero") using the alias "Marisol Garza", posed as the driver of a 2004 Toyota Sienna.

220. At approximately 2:30 a.m., on June 6, 2008, the Chicago Fire Department Paramedics responded. Approximately one-half hour later, a tow truck driver from

Defendant PRO AUTO RECOVERY arrived at the scene and identified himself to Investigators Hevia and Guerrero as "Sam".

221. "Sam", the PRO AUTO tow truck driver who responded first to the scene, is Defendant SAHER ASHKAR ("SAHER").

222. Defendant SAHER advised that he had called for another one of his trucks, and shortly thereafter, a second PRO AUTO truck from Defendant PRO AUTO arrived at the scene. The driver of the second truck did not identify himself, but the passenger identified himself as "Mike".

223. "Mike", the passenger in the second PRO AUTO tow truck, was Defendant SALAH.

224. After the paramedics left, Investigator Guerrero was approached by Defendant SALAH, and Investigator Hevia was approached by Defendant SAHER. Both Defendants SAHER and SALAH of Defendant PRO AUTO inquired of Investigators Guerrero and Hevia, respectively, whether they owned the vehicles and had full insurance coverage.

225. After Investigator Guerrero told Defendant SALAH that she owned the Toyota Sienna and had full insurance coverage, Defendant SALAH told her the tow to Defendant PRO AUTO's lot would be free. Defendant SALAH also informed Investigator Guerrero that PRO AUTO maintained a body shop and could fix her car at no cost to her because it would be covered by insurance.

226. Defendant SALAH presented Investigator Guerrero with a PRO AUTO tow form that did not list any charges and asked her to sign it. After Defendant SALAH noted on the tow form that the tow and the repair estimate would be free, Investigator Guerrero signed the form and was given a copy. (A true copy of this tow authorization form is attached hereto as Exhibit Y).

227. After Investigator Hevia told Defendant SAHER of PRO AUTO that he was insured, Defendant SAHER provided Investigator Hevia with a tow authorization form to sign. Defendant SAHER told Investigator Hevia he did not have to worry about paying anything because insurance would cover everything. Investigator Hevia asked Defendant SAHER to list the towing fee on the form, and Defendant SAHER wrote down "\$125.00" but stated there would be additional charges later which would be covered by insurance.

(A true copy of this tow authorization form is attached as Exhibit Z).

228. At approximately 4:30 a.m. on June 6, 2008, Chicago police responded to the scene and took a report of the accident.

229. After police left, Defendants SAHER, SALAH, and Nicolas Sierra of Defendant PRO AUTO hooked up and towed the vehicles away. No special equipment was used and no clean up services were performed by Defendant PRO AUTO.

230. On June 11, 2008, Cook County State's Attorney Investigator Sean McCann, posed as an insurance adjuster and accompanied Mark Santefort, a Farmers Insurance adjuster, to Defendant PRO AUTO's premises at 5720 S. Claremont, Chicago.

231. Santefort and Investigator McCann met with a representative of Defendant PRO AUTO whom they met outside, and asked to see the vehicles in question. The representative told them they would have to pay the towing and related charges before they could look at the vehicles. When Investigator McCann and Santefort inquired about the fees, a woman named "Valerie" told them she would get back with them, and went inside the building. A short time later a young male emerged with a post-it note listing a fee of \$2,085.00 per vehicle.

232. Santefort cut two checks made payable to Defendant PRO AUTO in the amount of \$2,085.00 each, and gave the checks to the male. Santefort and Investigator McCann were then taken inside Defendant PRO AUTO's building, where they recovered both vehicles. (True copies of the June 11, 2008, Farmer's Insurance checks are attached as Group Exhibit 2, (a) and (b)).

233. As set forth above, Defendants induce consumers' to authorize tows of their vehicle at Defendants' premises by falsely stating that the tows are "free" to consumers -- because insurance covers the bill -- and by misrepresenting that they repair wrecked vehicles at their storage lots. Once consumers' vehicles are towed and stored on their lots, Defendants hold the vehicles until their demanded fees are paid. The Defendants engage in unfair and deceptive billing practices that artificially increase storage fees, and that inflate towing related fees by assessing duplicate "junk" fees for the same service, and by assessing fees for towing related services they never provided. Moreover, the Defendants fees are arbitrarily set at substantially higher rates if the consumer's wrecked vehicle is insured for towing costs, if the wrecked vehicle is of a later model or of a

higher value; and, if the consumer calls police for assistance to recover their vehicle.

234. The Defendants' refusal to release vehicles until their excessive, arbitrary, or largely fraudulent fees are paid is coercive, unfair, and results in significant out-of-pocket losses to consumers and in lengthy delays in recovering their vehicles for repair. In those instances where insurance companies declare a vehicle a total loss, the pay out to the consumer is similarly delayed or is off-set by Defendants' excessive fee demands. Consumers are also injured, albeit indirectly, when their insurance companies pay Defendants' largely fraudulent fees in that these fees are passed on to policy holders as a cost of doing business. (See Exhibit A, Affidavit of Kevin Martin, Executive Director of the Illinois Insurance Association).

OFFENSES

VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD ACT

235. By taking part in the aforementioned conduct, the Defendants violated Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by engaging in unfair and deceptive practices in the course of trade or commerce, in that they :

- a. Devised, implemented, enforced, and/or engaged in a common plan or scheme to obtain consumers' consent to tow and store their vehicles at Defendants' premises through fraudulent and deceptive means;
- b. Devised, implemented, enforced, and/or engaged in a common plan or scheme to charge and collect arbitrary and excessive fees for the release of vehicles based on factors that are unrelated to the towing services provided;
- d. Concealed Defendants CITY WIDE AUTO and PRO AUTO RECOVERY's unlicensed towing activities by using ROAD AMERICA tow trucks to provide emergency tows;
- e. Falsely represented to consumers in need of emergency tows that they work with or on behalf of police, thereby inducing them to consent to tows;
- f. Falsely represented to consumers that Defendants' towing fees would not cost them anything, thereby inducing them to consent to tows;
- f. Falsely represented to consumers that insurance companies will cover Defendants' towing charges and fees, thereby inducing them to consent to tows;

- g. Falsely represented to consumers that they operate an auto repair shop, thereby inducing them to consent to tows to their premises;
- h. Solicited business by quoting false towing and storage fees in order to obtain consumers' consent to tow;
- i. Delayed consumers' immediate recovery of their vehicles in order to artificially inflate storage fees;
- j. Charged and collected fees for towing-related services they did not in fact provide;
- k. Charged and collected duplicate fees for the same towing service;
- l. Charged higher towing and storage fees whenever consumers requested police assistance in recovery of their vehicles;
- m. Refused to release vehicles until their exorbitant towing fees were paid.

PRAYER FOR RELIEF

WHEREFORE, the People of the State of Illinois respectfully pray this Court to enter an order against Defendants ROAD AMERICA AUTOMOTIVE, CITY WIDE AUTO, PRO AUTO RECOVERY, TAREQ AL-HINDI, AZZAM AL-HINDI, ADEL SUHAIL, SAHER ASHKAR, ZIYAD AL-HINDI, SALAH AL-HINDI, and CARRIE BARGER that:

- A. Finds Defendants engaged in unfair and deceptive practices in the course of conducting trade or commerce in Cook County, Illinois, in violation of Section 2 of the Consumer Fraud Act;
- B. Permanently enjoins Defendants from providing emergency tows in Illinois, either directly or indirectly, for a period of at least five years, or alternatively,
- C. Permanently enjoins Defendants from engaging in deceptive, fraudulent, and unlawful business practices when providing emergency towing and related storage services, in violation of the Consumer Fraud Act;
- D. Rescinds all contracts that Defendants entered into with consumers through unfair and deceptive means, in violation of the Consumer Fraud Act;
- E. Requires Defendants to pay restitution to all injured consumers;

- F. Requires Defendants to pay a civil penalty of up to \$50,000 for engaging in conduct that violates the Consumer Fraud Act, and to pay \$50,000 for each violation found to have been committed with intent to defraud;
- G. Requires Defendants to pay all costs for the prosecution and investigation of this action, as provided for under Section 10 of the Consumer Fraud Act;
- H. Provides such other and further relief the Court deems necessary and just.

OFFENSES

VIOLATIONS OF THE UNIFORM DECEPTIVE TRADE PRACTICES ACT

236. Defendants TAREQ AL-HINDI and AZZAM AL-HINDI, ADEL SUHAIL, and SAHER ASHKAR, acting individually and collectively, willfully devised and implemented deceptive trade practices, in violation of Section 2(a) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2, in that they:

- a. Made false and misleading statements to consumers concerning the reason Defendants ROAD AMERICA, CITY WIDE AUTO, and PRO AUTO provide emergency towing services and repairs at “no cost”, in violation of Section 2(a)(12);
- b. Advertised towing services with the intent not to sell them as advertised, in violation of Section 2(a)(9);
- c. Created a likelihood of confusion or misunderstanding by misrepresenting their affiliation, connection, or association with police, in violation of Section 2(a)(3);
- d. Created a likelihood of confusion or misunderstanding by i) affixing CITY WIDE AUTO and PRO AUTO RECOVERY’s signage on tow trucks that are owned and registered to ROAD AMERICA; ii) affixing ROAD AMERICA’s towing license plates on tow trucks operated by unlicensed tow companies; iii) requiring employees to use aliases when transacting business with the public; and iv) sharing common tow trucks, storage facilities, and employees in their provision of emergency towing and related services, in violation of Section 2(a)(13).


PRAYER FOR RELIEF

WHEREFORE, the People of the State of Illinois respectfully pray this Court to enter an order against Defendants TAREQ, AZZAM, ADEL, and SAHER that:

- A. Finds these Defendants engaged in willful deceptive trade practices in the course of trade or commerce in Cook County, Illinois, in violation of Section 2 of the Uniform Deceptive Trade Practices Act;
- B. Permanently enjoins these Defendants from engaging in the business of providing emergency towing services in Illinois;
- C. Awards attorneys fees and costs in favor of the People and against these Defendants for willfully engaging in deceptive trade practices.

Respectfully submitted,

ANITA ALVAREZ
STATE'S ATTORNEY OF COOK COUNTY

By: 

Rosa Abreu,
Assistant State's Attorney

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