

RECEIVED

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss

SUPERIOR COURT DEPARTMENT

STATEWIDE TOWING ASSOCIATION, INC.,
AUTO IMPOUND SOLUTIONS, LLC, DIRENZO
TOWING AND RECOVERY, INC., ALL-WAYZ
TOWING AND TRANSPORT, INC., AND
CHRISTOPHER'S EMERGENCY EQUIPMENT
& TOWING, INC.,

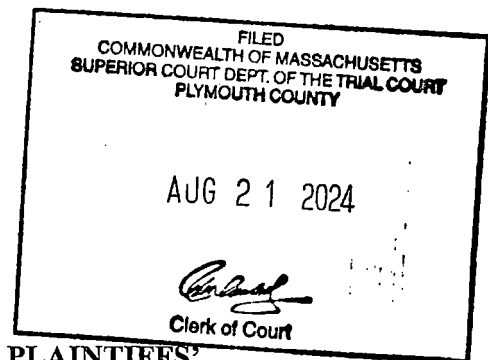
Plaintiffs,

v.

MASSACHUSETTS REGISTRY OF MOTOR
VEHICLES,

Defendant.

CIVIL ACTION NO. 2483CV00646



**DEFENDANT'S OPPOSITION TO PLAINTIFFS'
MOTION FOR TEMPORARY RESTRAINING ORDER
AND/OR PRELIMINARY INJUNCTION**

INTRODUCTION

Plaintiffs, which include three tow companies, Drenzo Towing and Recovery, Inc. ("DTR"), All-Wayz Towing and Transport, Inc. ("All-Wayz"), and Christopher's Emergency Equipment & Towing, Inc. ("Christopher's") ("Tow Company Plaintiffs") along with a towing industry association, Statewide Towing Association, Inc. ("Statewide"), and a vehicle lien processing company, Auto Impound Solutions, LLC ("AIS") ("Non-Tow Company Plaintiffs") (collectively, "Plaintiffs") attempt to restrain Defendant Massachusetts Registry of Motor Vehicles ("Registry") from ensuring that Plaintiffs stop their unlawful and fraudulent practices of violating G.L. c. 225, § 39A by (1) applying it to ineligible vehicles resulting in the involuntary transfer of title to such vehicles without obtaining court orders for such transfers, (2) attempting to disguise these practices with non-compliant documentation, and (3) engaging in a pattern and

II. Statutes Applicable to Different Types of Vehicle Tows.

Under Massachusetts law, vehicle tows are divided into three different categories governed by three different statutory procedures.

A. “Police or Public Authority Ordered Involuntary Accident Tows”

G.L. c. 255, § 39A governs tows ordered by police officers or officials authorized by the Registry and requires (1) an order to tow from the scene of an accident by a police officer or a person authorized by the Registry to order such tows, (2) at the time of the tow the officer giving the garage the name and address of the registered owner and, if the information is not readily available, the officer obtaining such information and notifying the garage of it in writing “forthwith”¹, (3) a tow slip be provided to the garage by the officer, (4) an immediate first notice to the title owner, (5) a second/final notice with a twenty-one day right to cure to the title owner no sooner than sixty days after the vehicle is towed, and (6) after expiration of the twenty-one day cure period, publication in a newspaper of an impending sale for three consecutive weeks in the town or city where the property is stored, and notice to the local police chief where the vehicle is being garaged. It also permits the tow company to charge a daily storage fee at the prevailing rate. *Id.* G.L. c. 159B, § 6B² expands the involuntary sale/transfer process under

¹ Since at least 1909, Massachusetts courts have interpreted “forthwith” to mean immediately, without delay, and as soon as possible. *See Everson v. Gen. Fire & Life Assur. Corp., Ltd., of Perth, Scotland*, 202 Mass. 169, 174 (1909) (“The policy required that, in case of accident, written notice thereof should be sent to the defendant ‘as soon as may be possible.’ There is no substantial difference in the meaning of these words and ‘forthwith’ or ‘immediate.’”); *Com. v. Bouchard*, 347 Mass. 418, 420 (1964) (“The word ‘forthwith’ has been construed to be synonymous with ‘as soon as may be’ and ‘immediate.’”). *See also Dana v. Wildey Sav. Bank*, 294 Mass. 462, 466 (1936) (immediately can only mean forthwith and without any period of postponement.).

² G.L. c. 159B, § 6b applies to “vehicles [that] have been involuntarily towed or transported pursuant to order of police or other public authority, or pursuant to accident on a public way, pursuant to [G.L. c. 255, § 39A], or when said vehicles have been stolen or misappropriated and
(footnote continued)

§ 39A from police ordered tows from the scene of an accident to all police/public authority tows from a public way. Collectively, these police ordered tows are hereafter referred to as “Police Tows.”

B. “Involuntary Private-Way Tows”

G.L. c. 266, § 120D applies to “a motor vehicle which is parked or standing on a private way or upon improved or enclosed property [and] the operator of such vehicle has been forbidden so to park or stand, either directly or by posted notice, by the person who has lawful control of such way or property.” Section 120D requires consent to tow from the owner or notice to the chief of police or designee in the city or town prior to the tow. Nothing in G.L. c. 266, § 120D allows for the enforcement of the lien on a vehicle towed and stored through an involuntary sale and title transfer process without a court order. Rather, if an owner does not reclaim their vehicle and pay the storage fee, the lienholder must either hold the vehicle in perpetuity or, more likely, it will obtain a court order authorizing the transfer of title pursuant to the sale of the vehicle.

C. Voluntarily Stored Vehicles

The third statute addresses the owner voluntarily leaving the vehicle for repair or storage and then failing to pick up the vehicle or pay for work they consented to be done on the vehicle.

G.L. c. 255, § 25 states that “[p]ersons maintaining public garages for the storage and care of motor vehicles brought to their premises or placed in their care by or with the consent of the owners thereof and persons engaged in performing work upon or in connection with the

their removal from public ways has been ordered by police or other public authority, or in any other situation where motor vehicles have been involuntarily towed or transported by order of police or other public authority. ... The motor vehicle storage facility shall have a lien for its proper transportation and storage charges due them for the towing, transportation and storage of motor vehicles, pursuant to this section. Said lien may be enforced under the sale provisions of [G.L. c. 255, § 39A].”

inspection, reconditioning and repairing of motor vehicles shall have a lien upon such motor vehicles for proper charges due them for the storage, work and care of the same.” A lien under Section 25 is enforced by G.L. c. 255, § 26, which requires the lien holder to first obtain a court order before selling the vehicle and involuntarily transferring title to the buyer. *See id.* (stating lien holder must “bring a civil action in the superior court or in a district court within the jurisdiction of which the plaintiff resides or has his usual place of business to have the property sold to satisfy the debt.”).

Title transfers involving Involuntary Private-Way Tows and Voluntarily Stored Vehicles are hereafter referred to as “Court Order Tows.”

III. Plaintiffs’ Submission of Ineligible Vehicles Incorrectly Identified as Police Tows Under G.L. c. 255, § 39A.

In early 2024, the Registry became aware of an increase in the number of § 39A title transfer applications being submitted by tow companies and title processors, including Tow Company Plaintiffs, that appeared to be fraudulent and unlawful under G.L. c. 255, § 39A in at least four ways. *See* Affidavit (“Aff.”) of Jennifer Ridolfi (“Ridolfi Aff.”) at Exhibit (“Ex.”) A; Affidavit of James Dilisio (“Dilisio Aff.”), Ex. B, ¶ 2.

In May 2024, the RMV reviewed the 200 involuntary title transfers of Police Tows processed at the Registry from February 22, 2024, through May 3, 2024, to determine the quality of documentation being submitted by tow companies and whether the submitted documents were sufficient for a Police Tow title transfer under G.L. c. 255, § 39A. *Id.* at ¶ 6. In its review, the Registry found the following:

- Of the 200 tows, 177 tows had documentation showing both the date of tow and the date of first notice to the owner. Of those, 70 tows, approximately 40%, had documentation showing notice was provided within the first seven (7) days after

the tow occurred; 41 tows, approximately 23%, had documentation showing first notice between eight (8) and 29 days after the tow occurred; 37 tows, approximately 21%, provided first notice between 30 and 99 days; and 29 tows, approximately 16%, provided first notice more than 100 days after the tow occurred. *Id.* at ¶ 7.

- Of the 200, 71 tows, approximately 40%, submitted certified mail proof that was found to have been undeliverable. *Id.* at ¶ 8.
- Out of 129 transactions, where it was specially noted if proof of tow was provided, there were 101 instances of no proof of tow provided. *Id.* at ¶ 9.
- Within the review, the Registry noted the following problematic documents within the transactions: proof of tow was rarely provided, copies of newspaper ads were often unreadable and therefore unverifiable, the correct Chief of Police was not notified, and proof of tow indicated a private Court Order Tow, not a Police Tow. *Id.* at ¶ 10.
- Of the 200 tow transactions reviewed, only about 30 tow transactions, or 15% of all tow transactions in that time-period, could have been approved as compliant with proper paperwork and timeframe requirements under G.L. c. 255, § 39A. *Id.* at ¶ 11.

In summary, only a small percentage of title transfers submitted under G.L. c. 255, § 39A actually qualified for title transfer under that statute, and tow companies were violating § 39A in several ways.³ First, they were applying § 39A to Court Order Tows instead of using the

³ In their affidavits, Statewide does not identify a single title transfer application affected by the Bulletin, *see* Plaintiffs' Ex. 3. AIS identifies only 4 transfer applications submitted after the Bulletin issued and which allegedly were affected by the Bulletin, *see* Plaintiffs' Ex. 4, ¶ 22(a)-

(footnote continued)

applicable Court Order Tow statutes. This allowed tow companies to avoid the expense and time of getting a court order for the sale and transfer of title. Second, they were submitting incomplete, insufficient, and incorrect documentation that made it unlikely, if not impossible, for service clerks at Registry locations to easily discover these noncompliant applications for title transfers under § 39A. Third, tow companies were unreasonably delaying complying with § 39A's existing notice requirements.

In addition, the Registry also became aware that once a Registry location's employees rejected applications from certain tow companies as non-compliant, the tow companies would not correct the applications but resubmit them to a new Registry location in an apparent attempt to circumvent the rejection. *Dilosio Aff.*, Ex. B, ¶ 9.

Collectively, these practices allowed tow companies to store vehicles for unreasonably long periods of time, running up storage fees for owners/consumers to exorbitant levels, and to avoid court scrutiny of sales and title transfers.

By way of example of these practices, on May 23, 2022, Christopher's towed a 2013 Ford Fiesta with 112,667 miles on the odometer. It then stored the vehicle for 296 days for a total storage fee of \$10,360. On April 10, 2023, it sold the vehicle for \$2,500. *See Ex. C.* If Christopher's had accessed the Registry's online database of owners' names on the same date as the tow, *see supra*, pp. 11-12, and given the owner timely notice of the tow from that date, the

(ct) [sic]. DTR does not identify a single transfer application rejected by the Registry after issuance of the Bulletin, *see Plaintiffs' Ex. 5*, ¶ 15(a). All-Wayz identifies just 1 transfer application that was rejected after the Bulletin, *see Ex. 6*, ¶ 15(a). Lastly, Christopher's identifies 10 applications that it asserts were rejected, all allegedly for reasons not set forth in G.L. c. 255, § 39A, *see Plaintiffs' Ex. 7*, ¶ 15. However, as noted *supra*, pp. 11-12, the Registry has, in fact, approved the majority of Christopher's recent twelve title transfer applications submitted pursuant to § 39A.

owner could have paid a fraction of the \$10,360 storage fee and recovered their vehicle prior to its sale. *See* Ex. C.

IV. The Police Tows Bulletin

After its review of improper past transfers under § 39A, on May 20, 2024,⁴ the Registry issued a Bulletin entitled “Title Transfers for Involuntarily Towed Vehicles” to protect the public by preventing unlawful, fraudulent, unscrupulous, and harmful practices of tow companies misusing § 39A as described *supra*, pp. 5-8. *See* Bulletin, Ex. D. The Bulletin does so by minimally clarifying the documentation and notices required for the Registry to verify that tow companies are lawfully and properly applying § 39A *only* to Police Tows.

The Bulletin does not do anything other than require tow companies to present clear documentation that is necessary to permit the Registry to ensure that only Police Tow title transfer applications are being submitted to, and approved by, the Registry under § 39A. It also clarifies the notice requirements in § 39A, most importantly by specifying that the first notice of the tow must be provided to the owner within 7 days of the tow. The notice requirements in the Bulletin also ensure that only *reasonable* storage fees are being charged under § 39A by timely informing owners of the need to pay the storage fee soon after their vehicle is placed into storage.

Given that the Bulletin was caused and necessitated by tow companies’ own practices, including the Tow Company Plaintiffs’ fraudulent use of § 39A for Court Order Tows and their improper delays in following the notice procedures in G.L. c. 255, § 39A that subjected owners/consumers to exorbitant storage fees in the thousands of dollars, the Bulletin can hardly

⁴ Plaintiffs also take issue with the Bulletin’s statement that it is “effective immediately” claiming that phrase is confusing as to pending title transfer applications. The Registry intends for “effective immediately” to mean that the Bulletin will apply to title transfer applications submitted to the Registry after the Bulletin’s May 20, 2024 date. *See* Dilisio Aff. Ex. B, ¶ 12.

be called arbitrary, capricious, unreasonable, impractical, harmful, and/or not otherwise permitted by G.L. c. 255, § 39A.

ARGUMENT

I. The Preliminary Injunction Criteria.

An injunction is an “extraordinary remedy.” *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 24 (2008). As such, “the significant remedy of a preliminary injunction should not be granted unless the plaintiff[] [makes] a clear showing of entitlement thereto.” *Student No. 9 v. Board of Educ.*, 440 Mass. 752, 762 (2004).

Plaintiffs are not entitled to preliminary injunctive relief unless they show: “(1) a likelihood of success on the merits; (2) that irreparable harm will result from denial of the injunction; and (3) that, in light of the [moving party’s] likelihood of success on the merits, the risk of irreparable harm to the [moving party] outweighs the potential harm to the [nonmoving party] in granting the injunction.” *Loyal Order of Moose, Inc., Yarmouth Lodge #2270 v. Board of Health of Yarmouth*, 439 Mass. 597, 601 (2003) (quoting *Tri-Nel Mgt., Inc. v. Board of Health of Barnstable*, 433 Mass. 217, 219 (2001)); see also *Packaging Industries Group, Inc. v. Cheney*, 380 Mass. 609, 616 (1980) (moving party required to show that absent the requested injunction it “may suffer a loss of rights that cannot be vindicated should it prevail after a full hearing on the merits.”) In addition, because Plaintiffs seek “to enjoin governmental action, the [Court] must also consider whether the grant of an injunction would adversely affect the public interest.” *Student No. 9*, 440 Mass. at 762.

Because Plaintiffs’ motion fails at every step of the preliminary injunction analysis, it must be denied.

II. Plaintiffs Have Not Shown a Likelihood of Success on the Merits of Their Claims.

The first factor of the above-stated test is the “*sine qua non* of a preliminary injunction.”

Arborjet, Inc. v. Rainbow Treecare Sci. Advancements, Inc., 794 F.3d 168, 173 (1st Cir. 2015).

“If the moving party cannot demonstrate that he is likely to succeed in his quest, the remaining factors become matters of idle curiosity.” *Id.* (internal quotations omitted). And the last two factors – balance of hardships and promotion of the public interest – “merge when the Government is the opposing party.” *Nken v. Holder*, 556 U.S. 418, 435 (2009).

Here, Plaintiffs’ requests for relief must be denied because their claims are without legal merit.

Because § 39A can result in a consumer losing ownership of their vehicle without a court order, the Registry has a duty to ensure § 39A is only used on Police Tows. *Ostrie v. Bd. of Appeal on Motor Vehicle Liab. Pol'ys & Bonds*, 361 Mass. 459, 462 (1972) (“The registrar has broad powers of regulation of motor vehicle matters”).

The Registry therefore exercised its authority to prevent abuse of § 39A⁵. According to the Registry’s review of 200 recent applications for title transfers under § 39A, *see* Ridolphi Aff., Ex. A, ¶¶ 6-11, these abuses include tow companies purposely and deliberately violating § 39A to involuntarily transfer title to Court Order Tows to avoid seeking a court order for the same; submitting inadequate documentation in an attempt to hide these unlawful transfers from the Registry; and failing for long periods of time to provide three different notices to owners as expressly required in § 39A. These abuses result in owners unnecessarily losing title to their vehicles without court orders and tow companies deliberately running up ridiculously high storage fees that, as the example of the Christopher’s tow shows, can far exceed the sales price of the vehicle. *See supra*, p. 7.

⁵ Plaintiffs do not contest that the Registry lacks authority to enforce G.L. c. 255, s 39A. And because § 39A can result in a consumer losing ownership of their vehicle without a court order, the Registry has a duty to ensure § 39A is only used on Police Tows.

In light of these practices, the Registry's efforts to prevent tow companies' misuse of § 39A by issuance of the Bulletin is hardly arbitrary, capricious, unreasonable, or prohibited by G.L. c. 255, § 39A. Given that the Registry has a duty to enforce § 39A and protect the public by preventing the statute's abuse by tow companies, including Plaintiffs, the Registry clearly is not impermissibly regulating the towing industry and tortiously interfering with Plaintiffs' businesses via its refusal to process title transfers for Court Order Tows under G.L. c. 255, § 39A. Compl. at ¶¶ 113, 140.

Plaintiffs' assertion that the Bulletin's requirement to provide first notice to an owner of a Police Towed vehicle within 7 days of that tow cannot be done in that time, which then makes it impossible for them to comply with the rest of the Bulletin's notice and timing clarifications, is disingenuous if not downright misleading. As Plaintiffs know, the Registry maintains electronic records including information on all vehicles registered and/or titled in Massachusetts and ownership information. Aff. of Karyn Foley ("Foly Aff."), Ex. E, at ¶ 3. Tow companies are allowed to access this Registry information to provide notice to the owners of towed or impounded vehicles, and are allowed to look up owners' information, including names and addresses ("Registry Tow Program"). *Id.* at ¶¶ 4 and 8.

Currently there are 29 tow companies and 2 third-party facilitators who are enrolled in the Registry Tow Program and have access to real-time vehicle and ownership information. *Id.* at ¶ 6. All Plaintiffs, except All-Wayz, have requested and received access to the Registry Tow Program database and can access real-time owner information of Massachusetts registered vehicles. All-Wayz has not requested access to this database. *Id.* at ¶ 7. This database allows tow companies to easily provide written notice to owners of any towed vehicle registered in Massachusetts, including Police Tows, on the day the vehicle is towed, and certainly within 7 days of the tow. *Id.* at ¶ 8. The Bulletin's 7-day notice period clearly does not create any

impediment to tow companies complying with the remainder of the Bulletin's timelines for notices.⁶

Moreover, requiring clearer notice times and documentation to prevent Plaintiffs from misusing § 39A and preventing fraud pursuant to that statute is not an impermissible usurpation of the legislative process. *See* Compl., ¶¶ 114, 141. The Registry has a duty to enforce § 39A and ensure that it is only being used for true Police Tows. The Bulletin seeks only to ensure that tow companies prove they are lawfully using G.L. c. 255, § 39A to involuntarily transfer title to Police Tows, and not to tows that require a court order for such a transfer. It also is carefully targeted at preventing unscrupulous tow companies from delaying to act under § 39A to unnecessarily run up exorbitant storage fees for owners/consumers.

Because Plaintiffs have no likelihood of success on the merits, the Court need not even consider the other preliminary injunction factors, which are mere matters of "idle curiosity." *Arborjet*, 794 F.3d at 173.⁷ But, even if the Court deems it necessary to consider the other factors, they tip decisively against the injunction and declaratory judgment requests.

III. The Plaintiffs Have Not Shown *Any* Harm, Let Alone Irreparable Harm.

"[T]he measure of irreparable harm is not a rigid one; it has been referred to as a sliding scale, working in conjunction with a moving party's likelihood of success on the merits."

Vaqueria Tres Montijas Inc. v. Irizarry, 587 F.3d 464, 485 (1st Cir. 2009). Here, where the likelihood of success is low to nonexistent, Plaintiffs' assertions of harm are insufficient.

Plaintiffs have failed to identify any actual harm, let alone harm that is legally "irreparable" and

⁶ With out-of-state vehicles, tow companies may contact the registration authorities in those states and use VIN numbers to obtain ownership information.

⁷ Similarly, where, as here, "the movant fails to demonstrate a likelihood of success on the merits, the remaining elements [of the preliminary injunction inquiry] are of little consequence." *Akebia Therapeutics, Inc. v. Azar*, 976 F.3d 86, 92 (1st Cir. 2020).

not economic in nature. *Id.* (“it has long been held that traditional economic damages can be remedied by compensatory awards, and thus do not rise to the level of being irreparable”).

As an initial matter, it simply is not true that the Registry is harming Plaintiffs by preventing them from transferring titles pursuant to G.L. c. 255, § 39A. Registry records reflect that despite Plaintiffs’ assertions to the contrary, the Registry is approving Plaintiffs’ § 39A transfer applications at a greater rate than they are being rejected. In this regard, of 12 recent § 39A title transfer applications submitted by Plaintiff Christopher’s, the Registry has approved 7 and rejected only 5 since May 7, 2024. The 5 were rejected for various reasons, including the incorrect owner being notified, the incorrect chief of police being notified, and one where the vehicle was retitled in New Hampshire right after the tow date. *See Ridolphi Aff., Ex. A, ¶ 12.* None of these rejections had anything to do with the content in the Bulletin.

The economic harms to Plaintiffs— purportedly the need to lease more storage space, or the loss of storage fees if forced to provide reasonable notices under § 39A, or the need to incur expenses of getting court orders for the transfer of title for Court Order Tows—are not the sort of harm that may give rise to injunctive relief. *See Micro Networks Corp. v. HIG Hightec, Inc.*, 188 F. Supp. 2d 18, 22 (D. Mass. 2002) (monetary injury “does not constitute irreparable harm”).

Moreover, Plaintiffs’ assertions that tow companies are experiencing backlogs of vehicles and are running out of storage space are not supported by *any* numbers, data, statistics, or evidence of such backlogs provided by Plaintiffs. Indeed, each of Plaintiffs’ affidavits contains only the identical conclusory statement that “As a result of the [Bulletin, tow companies] are beginning to experience a backlog of involuntarily towed vehicles at their storage facilities and are running out of storage space.” *See* Plaintiffs’ Ex. 3, ¶ 49; Ex. 4, ¶ 18; and Exs. 5-7, ¶ 16. Bald and conclusory statements like this do not show any harm, let alone irreparable harm.

Furthermore, Plaintiffs' speculation that the Bulletin will cause the Registry to stop approving title transfers under § 39A, which will in turn stop tow companies from towing damaged and abandoned vehicles, lacks merit. Plaintiffs' Memorandum of Law in Support of Plaintiffs' Motion for Temporary Restraining Order and/or Preliminary Injunction ("Plaintiffs' Memo.") at p. 17. For one thing, as the 12 recent Christopher's Police Tows demonstrate, the Registry is approving the vast number of properly submitted title transfer applications under § 39A. Moreover, out of 538 tow companies performing involuntary tows in Massachusetts,⁸ only the three Tow Company Plaintiffs have taken issue with the Bulletin. Because there is profit to be made towing and storing vehicles and the Bulletin does not impose burdensome requirements, as shown by Christopher's successful transfer of 7 out of 12 § 39A applications, even under the Bulletin hundreds of other tow companies can and will comply with it and continue to perform proper Police Tows.

Because the Plaintiffs demonstrate no cognizable form of irreparable harm, an injunction may not enter.

IV. The Balance of Harms Favors the Commonwealth.

The Court also must consider "the considerable harm that an emergency injunction would cause," and the public's interest in maintaining the "status quo," against any harm that would follow from granting the motion. *Respect Maine PAC v. McKee*, 622 F.3d 13, 16 (1st Cir. 2010).

⁸ The Transportation Oversight Division of the Massachusetts Department of Public Utilities (DPU) regulates the involuntary towing operations of towing companies in Massachusetts. It maintains a list of companies that currently perform involuntary tows. *See* <https://www.mass.gov/info-details/towing-companies-regulated-by-the-department-of-public-utilities-dpu>. The DPU spreadsheet at Ex. F lists 538 tow companies performing involuntary tows in Massachusetts as of June 2024.

Plaintiffs assert, again in conclusory fashion, that the Registry is rejecting their Police Tow title transfer applications and, therefore, they are harmed by a backlog of vehicles and cannot find or lease additional storage space.

As discussed *supra*, p. 14, the Registry is approving Police Tows even after the Bulletin's issuance. Accordingly, Plaintiffs' allegation that they will be harmed by the creation of a backlog in vehicles lacks merit.

On the other hand, preventing owners/consumers from losing title to Court Order Tows without a court order and incurring exorbitant storage fees is a public interest that far outweighs any harm identified that Plaintiffs might, but did not, quantify in the record. *Cheney*, 380 Mass. at 617 ("What matters as to each party is not the raw amount of irreparable harm the party might conceivably suffer, but rather the risk of such harm in light of the party's chance of success on the merits.").

V. The Public Interest Supports Denying Injunctive Relief.

Finally, the public interest strongly supports denying injunctive relief in this case.

Where the dispute involves a governmental defendant, "a judge is required to determine that the requested order promotes the public interest, or, alternatively, that the equitable relief will not adversely affect the public." *Mass. CRINC*, 392 Mass. 79, 89 (1984).

Here, even if Plaintiffs demonstrated a likelihood of success on the merits (which they have not, (*see supra*, pp. 9-12)), or irreparable harm from the Bulletin (which they have not, (*see supra*, pp. 12-14)), towing companies' unlawful use of § 39A results in the public's loss of their vehicles without court orders and the incursion of substantial debt through unreasonably imposed storage fees. It is in the public interest to protect consumers from the loss of such a valuable asset as a vehicle and to avoid significant and unnecessary debt due to lengthy storage times.

Enjoining the Bulletin during the pendency of this litigation would subject innocent consumers to the involuntary loss of ownership of their vehicles without a court order and artificially inflated storage fees running into the thousands of dollars. To protect against this harm, this Court should deny Plaintiffs' motion.

CONCLUSION

For all of the reasons set forth herein, this Court should deny Plaintiffs' Motion for Preliminary Injunction.

Respectfully submitted,

ANDREA JOY CAMPBELL
ATTORNEY GENERAL

/s/ Julie A. Frohlich

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Dated: August 21, 2024

Attorney for Defendants

CERTIFICATE OF SERVICE

I, Julie A. Frohlich, certify that I have today filed this document through the Court's electronic document filing system, which constitutes service on Plaintiffs.

/s/ Julie A. Frohlich

Julie A. Frohlich, Assistant Attorney General

Dated: August 21, 2024

Exhibit A

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT
Civil Action No.: 2483CV00646

STATEWIDE TOWING ASSOCIATION, INC.,
AUTO IMPOUND SOLUTIONS, LLC,
DIRENZO TOWING AND RECOVERY, INC.,
ALL-WAVZ TOWING AND TRANSPORT, INC,
AND CHRISTOPHER'S EMERGENCY
EQUIPMENT & TOWING, INC.,
Plaintiffs,

v.

MASSACHUSETTS REGISTRY OF MOTOR
VEHICLES,
Defendant.

AFFIDAVIT OF JENNIFER RIDOLFI

I, Jennifer Ridolfi, hereby attest and state as follows:

1. I am a Program Coordinator III with the Registry of Motor Vehicles ("Registry").
2. I have been a Registry employee in the Title Division since 2000. My current primary job function routinely involves the review of title transactions of all types.
3. On or about April 17, 2024, I was contacted by the owner of a company who provides a service to tow companies by facilitating the completion of involuntary title transfers with the Registry. The company reported to me they had a situation on March 18, 2024, where nine (9) transactions at the Lawrence Service Center were held for review and that they dropped an additional four (4) transactions at the Wilmington Service Center on March 20, 2024, and those were also held for review. The owner was seeking information on the review and help resolving the matter. I forwarded the request to the Registry's Compliance and Legal Departments.
4. On or about May 6, 2024, I was asked by the Registry to conduct a lookback review of all involuntary tow transactions due to Registry concerns that vehicle change of ownership transactions were being presented as "police ordered tows" under M.G.L. c. 255, § 39A, when they did not qualify as such.

5. As part of its record-keeping, the Registry maintains scanned documentation in its ATLAS Database ("ATLAS") related to Registry transactions, including ownership transfers and title issuances.
6. The RMV reviewed the 200 involuntary title transfers due to a police ordered tow processed at the Registry from February 22, 2024, through May 3, 2024, to determine the quality of documentation being submitted by tow companies and determine if the submitted documents complied with a police ordered tow transaction under M.G.L. c. 255, § 39A.
7. Of the 200, 177 tows had documentation showing both the date of tow and the date of first notice to the owner. Of those, 70 tows, approximately 40%, had documentation showing notice was provided within the first seven (7) days after the tow occurred, 41 tows, approximately 23% had documentation showing first notice between eight (8) and 29 days after the tow occurred, 37 tows, approximately 21% provided first notice between 30 and 99 days, and 29 tows, approximately 16% provided first notice more than 100 days after the tow occurred.
8. Of the 200, 71 tows, approximately 40%, submitted certified mail proof determined to be undeliverable.
9. Out of 129 transactions, where it was specially noted in the documentation submitted that proof of tow was provided, there are 101 instances of no proof of tow provided.
10. Within the review, I noted the following problematic documents within the transactions; proof of tow was rarely provided, copies of newspaper ads were often unreadable and therefore unverifiable, the correct Chief of Police was not notified, and proof of tow indicated a private tow, not a police officer ordered tow.
11. Of the 200 tow transactions reviewed, only about 30 tows transactions, or 15% of all tow transactions in that time-period should have been approved.
12. I was also asked to review recent tow transactions submitted by Christopher's Towing/LP Auto Center Inc. They have submitted 12 tow transactions to the Registry since May 29, 2024, and of those, 7 were approved and processed and five appear to have been rejected for different reasons, including notifications to the incorrect police chief, notifications sent to the incorrect owner, and one where the vehicle has an out of state title transfer after the date of the tow.

Signed under pains and penalties of perjury,

Jennifer Ridolfi

Jennifer Ridolfi
Registry of Motor Vehicles

Digitally signed by Jennifer
Ridolfi
Date: 2024.08.21 15:21:58
-04'00'

Dated: August 21, 2024

Exhibit B

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT
Civil Action No.: 2483CV00646

STATEWIDE TOWING ASSOCIATION, INC.,
AUTO IMPOUND SOLUTIONS, LLC,
DIRENZO TOWING AND RECOVERY, INC.,
ALL-WAVZ TOWING AND TRANSPORT, INC.,
AND CHRISTOPHER'S EMERGENCY
EQUIPMENT & TOWING, INC.,

Plaintiffs,

v.

MASSACHUSETTS REGISTRY OF MOTOR
VEHICLES,

Defendant.

AFFIDAVIT OF JAMES DILISIO

I, James DiLisio, hereby attest and state as follows:

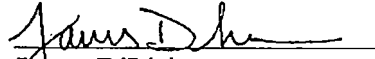
1. I am the Assistant Registrar for Service Center Operations with the Registry of Motor Vehicles ("Registry").
2. I started with the Registry in 2016 as a District Manager. I have been in my current role since January of 2020. We would see involuntary police ordered tow transactions from time to time, but not in large volume. However, beginning in January of 2024 we began to see more of these transactions, and they were being rejected for incorrect paperwork or improper tows, which led to further scrutiny of the documentation being submitted.
3. On or about January 5, 2024, the Registry's Taunton Service Center received and processed paperwork for 11 police ordered involuntary title transfers under M.G.L. c. 255, § 39A.
4. On or about January 19, 2024, the tow company returned to Taunton Service Center with two previously rejected transactions. The paperwork was flagged by the Manager as altered from the previous submission of the same tow documents. I flagged this issue for the Registry's legal and compliance departments.
5. The District Manager and the Manager of the Taunton Service Center reviewed the company's recent tow transactions. That review revealed a clear and problematic practice by the company of submitting documentation under the involuntary transfer process

pursuant to M.G.L. c. 255, § 39A for tows that were private trespass tows under M.G.L. c. 266, § 120D, which require a court order to transfer.

6. On or about January 25, 2024 a different tow company submitted paperwork for 7 involuntary title transfers to the Registry's New Bedford Service Center. Five (5) of the 7 transactions were rejected for improper paperwork and the remaining 2 were sent to the Registry's Title Division for further review.
7. On or about February 27, 2024, the Registry assembled and submitted information on the two tow companies in question and their recent concerning transactions to the Massachusetts State Police (MSP) Fraud Unit attached to the Registry for review.
8. On or about March 18, 2024, the Registry's Service Center Manager in Lawrence alerted me to an issue related to a third-party company that submits title transfer paperwork on behalf of tow companies. This Manager indicated her longstanding concern with the submissions by this company and that one of the vehicles submitted for transfer came back "stolen" when run through the Registry's standard check with the National Motor Vehicle Title System (NMVITIS). The Manager alerted the MSP Vehicle Unit assigned to the Registry of the transaction and several other concerning transactions from this company dropped in submitted to Registry Service Centers in Lawrence and Wilmington.
9. The Registry's review of involuntary title transfers under 39A identified an additional issue during this same time period in early 2024. Tow companies were Registry Service Center shopping. They appeared to be taking transactions rejected from one service center for insufficient or incorrect paperwork and going to other service centers with the same documents.
10. I worked with my team to identify submissions rejected by other Service Centers and to confirm that the newly submitted paperwork addressed the issues that caused the initial rejection.
11. In late April 2024, the Registry Service Center and Title Division Managers and Registry Legal and Compliance staff conferred with the MSP Vehicle Unit regarding the apparent submission of "problematic paperwork." It was decided that all transactions would receive a second review from Service Center Managers prior to processing, due to the complexity of the statute's requirements.
12. On or about May 16, 2024, I worked with Compliance and Title Teams at the Registry to create a checklist that the service center staff could use to review the paperwork on each transaction. We also worked with other areas of the Registry to create the Bulletin communication to send out to the Registry staff and relevant external stakeholders clarifying and detailing the statutory document requirements and timelines. That Bulletin was sent on or about May 20, 2024, and the Registry applied it to applicable title transfer applications submitted to the Registry after the Bulletin's issuance.

13. Since the Bulletin was sent out, the paperwork from the tow companies has generally improved, and the Registry is seeing more complete transactions with the necessary paperwork.

Signed under pains and penalties of perjury,


James DiLisio
Registry of Motor Vehicles

Dated: August 21, 2024

Exhibit C



**REGISTRY OF MOTOR VEHICLES
BILL OF SALE FOR NON TITLED MOTOR VEHICLE**

Make: Ford Fiesta
Model Year: 2013
Body Style: Hatchback
VIN# 3FADP4EJ5DM224878
Odometer Reading: 112,667
Sellers Name: Christopher's Emergency Equipment and Towing, Inc.
Sellers Address: 76 Riverneck Road Chelmsford, MA 01824
Buyers Name: LP Auto Center, Inc.
Buyers Address: 493 Princeton Boulevard Lowell, MA 01851
Date of Sale: April 10, 2023
Price: \$2,500

Above vehicle is being sold "as is" as a repairable with no implied warranty or guarantee. Vehicle is being sold by private sale and strictly under the guidelines of Mass General Law Chapter 255, Section 39A. All Documents provided to the buyer are guaranteed to be correct and a clear Massachusetts title is guaranteed under normal RMV processing times. I declare under penalties of perjury that the statements herein contained are true and correct to the best of my knowledge and belief.

Signature of Seller:

Signature of Buyer:



CHRISTOPHER'S TOWING
 76 RIVERNECK RD
 CHELMSFORD, MA 01824
 PRIMARY PHONE: (978) 452-7433 FAX: (978) 452-8500

INV. 3508
TOWING & STORAGE INVOICE
POLICE INVESTIGATION
LOG NO. CPD 435

VEHICLE OWNER 1: _____ RELEASED TO: _____

REQUESTED BY:
 CHELMSFORD POLICE DEPT (978) 256-2521

PICK UP POINT: SUNNY ACRES, CHELMSFORD, MA
 DROP-OFF POINT: 5 OLDE NORTH RD, CHELMSFORD, MA 01824

SERVICE TYPE	VEHICLE CLASS	DATE/TIME TOWED	DATE/TIME IMPOUNDED	DATE/TIME RELEASED	RELEASED BY
POLICE INVESTIGATION	LIGHT DUTY	MAY 23, 2022 @ 8:25AM	JUN 3, 2022 @ 12:05PM		

YEAR	MAKE / MODEL	COLOR	VIN / SERIAL NUMBER	PLATE
2013	FORD FIESTA SE	SILVER	3FADP4EJ5DM224878	

DRIVER & TRUCK NON-SUPPLEMENTAL CHARGES

DESCRIPTION	QTY	RATE	AMOUNT
INV: 3508 DRIVER: SHAWN MOORE TRIG 007 START ODOMETER: 98781.00 END ODOMETER: 98790.00			
POLICE INVESTIGATION	1.00	\$108.00	\$108.00
ROUND TRIP MILEAGE FIRST 5 MILES FREE	4.00	\$3.60	\$14.40
CITY FEE	1.00	\$25.00	\$25.00
FUEL SURCHARGE	\$122.40	5.80%	\$7.10
<i>license</i>	1.00	200.00	200.00

STORAGE CHARGE DESCRIPTION	QTY	RATE	AMOUNT
STORAGE FEE (NON-CONSENSUAL)	225.00 DAY(S)	\$35.00 PER DAY	\$7,875.00

6/3/22 - 4/10/23 = 307 days @ \$35 a day

Total \$ 11,225.50

TOTAL TOWING & STORAGE CHARGES \$8,029.50

SIGNATURE: _____

RECEIVING SIGNATURE: _____ DATE: _____

X

THIS RECEIPT IS VALID ONLY IF SIGNED BY THE DRIVER OR A REPRESENTATIVE OF THE DRIVER. IT IS NOT VALID IF SIGNED BY ANOTHER PARTY. THE DRIVER IS RESPONSIBLE FOR THE VEHICLE AND ITS CONTENTS. THE DRIVER IS RESPONSIBLE FOR THE VEHICLE AND ITS CONTENTS. THE DRIVER IS RESPONSIBLE FOR THE VEHICLE AND ITS CONTENTS.

Show Impound Record - Auto Impound Solutions : Ward Hill, MA

Impound Record 832391 created

[Merge Files for this VIN](#)

[Print Invoice](#)

VIN 3FADPHE13DM224676

Tow Date 06/03/2022

Vehicle Make FORD

Vehicle Model Fiesta

Vehicle Year 2013

Inventory ID Chris

Released Date

[Full Impound Record](#)

Lien Holders (internal results - most recent on top)

Registered Owners (external results - most recent on top)

AMY LYNN WHEELER, 1620 S GOLDEN CIR, HIGH RIDGE, MO 63049-1697

Lien Holders (external results - most recent on top)

HTD LEASING, PO BOX 105704, ATLANTA, GA 30348-5704
FIFTH THIRD BANK, PO BOX 997548, SACRAMENTO, CA 95699-7548

[Requesting More Search Results](#)



AutoImpoundSolutions

P.O. Box 8322
Ward Hill, MA 01835

NOTICE OF ABANDONED VEHICLE

Name: Amy Lynn Wheeler
Address: 1620 S Golden Circle
High Ridge, MO 63049-1897
Vehicle Make: 2013 Ford Fiesta
Vehicle Plate #:
VIN #: 3FADP4EJ5DM224878
Date of Tow: 05/23/2022
Location of Tow: 5 Olde North Road, Chelmsford, MA
Reason for Tow: Impound

Current lien as of 02/28/2023

Towing & Fuel	\$115.10
Second Tow	\$108.00
Mileage (Flat)	\$32.00
City Fee	\$25.00
Title Processing	\$75.00
Storage	\$9,870.00 (Storage 282 days @ \$35.00 a day) (\$35.00 a day will be added until vehicle is recovered.)

Total Lien as of 02/28/2023 = \$10,225.10

Please Call Christopher's Towing @ 978-202-8146

You are listed as the last Vehicle Owner of a vehicle which was ordered towed per the Chelmsford PD. This vehicle is currently being stored at Christopher's Towing 76 Riverneck Road, Chelmsford, MA 01824. Please contact them at 978-202-8146 regarding the recovery of this vehicle. Failure to respond will result in court action and a public or private sale to recoup their lien for towing and storage charges. If this vehicle does not belong to you, or you have made other arrangements regarding disposing of this vehicle, please contact us immediately. (Reference M.G.L. ch. 255, sec 39A).

Signed,


Cheryl A. McAnally
Auto Impound Solutions LLC

February 28, 2023

FIRST NOTICE



AutoImpoundSolutions

P.O. Box 8322
Ward Hill, MA 01835

NOTICE OF ABANDONED VEHICLE

Name: HTD Leasing
Address: PO Box 105704
Atlanta, GA 30348-5704
Vehicle Make: 2013 Ford Fiesta
Vehicle Plate #:
VIN #: 3FADP4EJ5DM224878
Date of Tow: 05/23/2022
Location of Tow: 5 Olde North Road, Chelmsford, MA
Reason for Tow: Impound

Current lien as of 02/28/2023

Towing & Fuel	\$115.10
Second Tow	\$108.00
Mileage (Flat)	\$32.00
City Fee	\$25.00
Title Processing	\$75.00
Storage	\$9,870.00 (Storage 282 days @ \$35.00 a day) (\$35.00 a day will be added until vehicle is recovered.)

Total Lien as of 02/28/2023 = \$10,225.10

Please Call Christopher's Towing @ 978-202-8146

You are listed as the last Lien Holder of a vehicle which was ordered towed per the Chelmsford PD. This vehicle is currently being stored at Christopher's Towing 76 Riverneck Road, Chelmsford, MA 01824. Please contact them at 978-202-8146 regarding the recovery of this vehicle. Failure to respond will result in court action and a public or private sale to recoup their lien for towing and storage charges. If this vehicle does not belong to you, or you have made other arrangements regarding disposing of this vehicle, please contact us immediately. (Reference M.G.L. ch. 255, sec 39A).

Signed,


Cheryl A. McAnally
Auto Impound Solutions LLC

February 28, 2023

FIRST NOTICE



AutoImpoundSolutions

P.O. Box 8322
Ward Hill, MA 01835

NOTICE OF ABANDONED VEHICLE

Name: Amy Lynn Wheeler
Address: 44 Kingston Drive
Saint Louis, MO 63125-3351
Vehicle Make: 2013 Ford Fiesta
Vehicle Plate #:
VIN #: 3FADP4EJ5DM224878
Date of Tow: 05/23/2022
Location of Tow: 5 Olde North Road, Chelmsford, MA
Reason for Tow: Impound

Current lien as of 03/14/2023-

Towing & Fuel	\$115.10
Second Tow	\$108.00
Mileage (Flat)	\$32.00
City Fee	\$25.00
Title Processing	\$75.00
Storage	\$10,360.00 (Storage 296 days @ \$35.00 a day) (\$35.00 a day will be added until vehicle is recovered.)

Total Lien as of 03/14/2023 = \$10,715.10

Please Call Christopher's Towing @ 978-202-8146

You are listed as the last Vehicle Owner of a vehicle which was ordered towed per the Chelmsford PD. This vehicle is currently being stored at Christopher's Towing 76 Riverneck Road, Chelmsford, MA 01824. Please contact them at 978-202-8146 regarding the recovery of this vehicle. Failure to respond will result in court action and a public or private sale to recoup their lien for towing and storage charges. If this vehicle does not belong to you, or you have made other arrangements regarding disposing of this vehicle, please contact us immediately. (Reference M.G.L. ch. 255, sec 39A).

Signed,


Cheryl A. McAnally
Auto Impound Solutions LLC

March 14, 2023

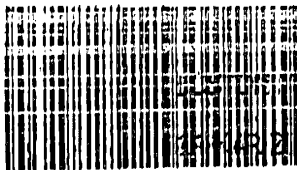
FIRST NOTICE

<p>1. Complete Items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>COMPLETE THIS SECTION ON DELIVERY</p>	
<p>Amy Lynn Wheeler 1820 S Golden Circle High Ridge, MO 63049-1897</p>		<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>Chris doas</p> <p>9590 9402 7480 2055 455 82</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label) 7022 0410 0000 9752 2106</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-8053</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (6500)</p>	
<p>Domestic Return Receipt</p>			

<p>CERTIFIED MAIL</p> <p>PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT RETURN ADDRESS SHOULD BE PRINTED</p>		<p>COMPLETE THIS SECTION ON DELIVERY</p>	
<p>1. Complete Items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>Amy Lynn Wheeler 44 Kingston Drive Saint Louis, MO 63125-3351</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p>	
<p>Chris doas</p> <p>9590 9402 7781 2152 9044 22</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label) 7022 0410 0000 9752 1802</p>		<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery</p>	
<p>Domestic Return Receipt</p>			



Auto Impound Solutions
P.O. Box 8322
Ward Hill, MA 01835



7022 0410 0000 9752 1802



RDC 89



63125

U.S. POSTAGE PAID
FOR LETTER
HAVERHILL, MA
01835
MAR 14 23
AMOUNT

\$8.13

R2303S104498-11

ASW

Amy Lynn Wheeler
44 Kingston Drive
Saint Louis, MO 63125-3351

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

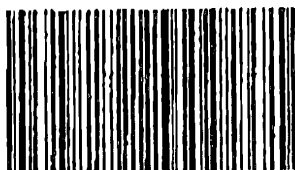
NSN BC: 01835082222 *1831-02752-14-45

Chris 2035



Auto Impound Solutions
P.O. Box 8322
Ward Hill, MA 01835

CERTIFIED MAIL



7022 0410 0000 9752 2106



RDC 99



63049

U.S. POSTAGE PAID
FOR LETTER
HAVERHILL, MA
01835
FEB 28 23
AMOUNT

\$8.13

R2303S104498-11

3/4/23

Amy Lynn Wheeler
1620 S Golden GORWARD TIME EXP. RTN TO SEND
High Ridge, MO WHEELER
44 KINGSTON DR
SAINT LOUIS MO 63125-3351

INT RETURN TO SENDER
63049 032 2045

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT**
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postmark: **ST. LOUIS, MO 03/14/2023**

Certified Mail Fee: \$4.15
 Extra Services & Fees (check box, add fee as appropriate):
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Package: \$0.63
 Total Postage: \$8.13

HTD Leasing
 P.O. Box 105704
 Atlanta, GA 30348-5704

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

HTD Leasing
 P.O. Box 105704
 Atlanta, GA 30348-5704

Chris Joss
 9590 9402 7480 2055 1455 75

2. Article Number (transfer from envelope label)
 7022 0410 0000 0740 2202

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *[Signature]*
 Agent
 Addressee

B. Received by: *[Signature]* C. Date of Delivery: _____

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type:
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation™ Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT**
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postmark: **ST. LOUIS, MO 03/14/2023**

Certified Mail Fee: \$4.15
 Extra Services & Fees (check box, add fee as appropriate):
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Package: \$0.63
 Total Postage: \$8.13

HTD Leasing
 P.O. Box 105704
 Atlanta, GA 30348-5704

PS Form 3811, July 2020 PSN 7530-02-000-9053

**U.S. Postal Service™
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postmark: **ST. LOUIS, MO 03/14/2023**

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 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Package: \$0.63
 Total Postage: \$8.13

HTD Leasing
 P.O. Box 105704
 Atlanta, GA 30348-5704

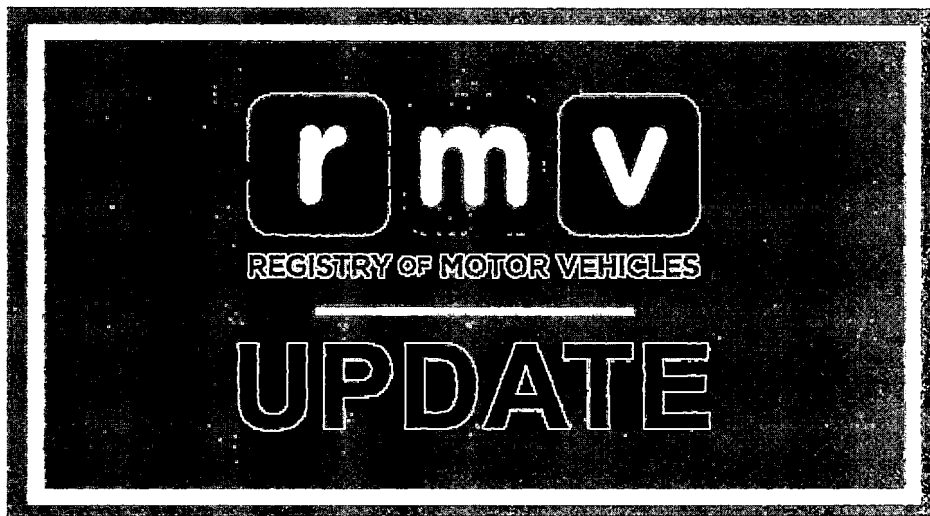
PS Form 3811, July 2020 PSN 7530-02-000-9053

Exhibit D

Title Transfers for Involuntarily Towed Vehicles

[More Info on RMV](#)

[View this email in your browser](#)



Effective immediately, all title transactions for involuntary tow transfers, both police/public authority ordered tows and private/contracted involuntary tows, **must** be dropped off at the Business to Business (B2B) counter at an RMV Service Center.

Police and Public Authority Ordered Tows – Process

“Police-ordered and public-authority ordered tow” means that a vehicle was involuntarily towed by order of law enforcement or other public authority and placed for storage in the care of a garage, parking lot, or other place for the storage of vehicles. M.G.L. c. 159B, §6B, M.G. L. c. 255, §39A

The following documents must be submitted at the service center; **clear copies are acceptable.**

- Completed Registration and Title Application (RTA)
- Completed Affidavit of Sale of Involuntarily Towed Vehicle
- **Proof of tow:** Documentation showing:
 - Tow was ordered by law enforcement or other public authority,
 - Date of the tow,
 - Reason for tow,
 - Location from which the vehicle was towed, the location(s) where the vehicle was towed and stored, and
 - Authorizing Officer's name.
- **First notice to owner:** The tow company's notice via registered mail with return-receipt to the vehicle owner of the storage charges and location of the vehicle.
 - The date of notice to the customer must be **no more than 7 days** after the tow date.
- **Second notice to owner:** The tow company's notice via registered mail with return receipt to the owner of current storage charges and that the vehicle will be sold if not claimed within 21 days from the receipt of notice.
 - The date of notice **must be at least 60 days after** the tow company took possession of the vehicle.
- **Newspaper listings:** Copy of the notices of sale published in a newspaper with circulation in the city/town where the vehicle is stored.
 - The initial publication date **must be at least 21 days** after the date of the notice described in step (5) and must indicate that the notice was run for **3 weeks in a row.**
- **Notice to Chief of Police:** Notice from the seller to the chief of police in the city/town where the garage is located that the vehicle is to be sold.

- The notification **must** be provided **5 or more days** before the sale of the vehicle.
- The date of sale on the bill of sale **must be at least 3 weeks** after the date of the 1st newspaper publication described in step (6) and **at least 5 days** after the notice to the chief of police defined in step (7).

All Other Involuntary Tows – Process

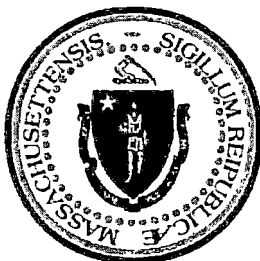
- RTAs for vehicles placed for storage in the care of a garage, parking lot, or other place for the storage of motor vehicles not under the order of law enforcement or other public authority; and
- Court order authorizing the sale of the vehicle. Title transfers from any involuntary tow that was not ordered by police, or a public authority **cannot** use the Police and Public Authority Ordered Tows Process (M.G.L. c. 255, §39A) and must have an order from the Court to be eligible for transfer of title.

Stay Connected!

- For the latest RMV updates and information, follow the RMV on X @MassRMV.

For the latest MassDOT news and information, including RMV updates, follow MassDOT on X @MassDOT, Facebook, and Instagram.

Thank you for your partnership.



Massachusetts Registry of Motor Vehicles

The Registry of Motor Vehicles credentials and delivers driver, non-driver, and services. We are also responsible for making sure all drivers, as well as the vehicles on our roadways, are safe and fit to operate.

For your protection, please do not email personal information (e.g., Social Security Number, Credit Card Numbers, Passwords).



Copyright © 2024 RMV Communications. All rights reserved.

List created from Security list of contacts

Our mailing address is:

RMV Communications
25 Newport Avenue Ext
Quincy, MA 02171-1748

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

Exhibit E

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT
Civil Action No.: 2483CV00646

STATEWIDE TOWING ASSOCIATION, INC.,
AUTO IMPOUND SOLUTIONS, LLC,
DIRENZO TOWING AND RECOVERY, INC.,
ALL-WAVZ TOWING AND TRANSPORT, INC,
AND CHRISTOPHER'S EMERGENCY
EQUIPMENT & TOWING, INC.,

Plaintiffs,

v.

MASSACHUSETTS REGISTRY OF MOTOR
VEHICLES,

Defendant.

AFFIDAVIT OF KARYN L FOLEY

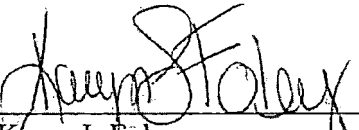
I, Karyn L Foley, hereby attest and state as follows:

1. I am the Lead Security Analyst with the Registry of Motor Vehicles ("Registry").
2. I have worked in the Information System (IS) Security unit for 31 years. I have worked on the security role for the tow company industry since the first tow company to get access to our Business Portal in October of 2019.
3. As part of its record-keeping, the Registry maintains electronic records in its ATLAS System ("ATLAS") related to Registry transactions, including information on all vehicles registered and/or titled in Massachusetts and ownership information.
4. The Driver Privacy Protection Act (DPPA), 18 U.S. Code § 2721, restricts the types of information the Registry can share, including limitations on who can receive the information and under what circumstances. Under the DPPA, specifically 18 U.S. Code § 2721(b)(7), there is a specific exception for tow companies. Tow companies may only receive Registry information to look up owners' information for the purpose of providing notice of towed or impounded vehicles.
5. Tow companies can request access to the Registry's Business Portal or Web Services that are connected to ATLAS. Prior to obtaining access they need to submit an access request identifying their intended use of the data, to ensure the Registry only allows access for

DPPA permitted purposes. The Tow Company must sign an access agreement with the Registry outlining the conditions of receiving access, including that anyone given access is sufficiently background checked and that the use of the data is only for the specified intended purpose.

6. Currently there are 29 tow companies and 2 third-party facilitators who are enrolled in the RMV's Tow Program and have access to real-time vehicle information, specifically owner information through the Registry's Business Portal or Web Services connected to ATLAS.
7. Statewide Towing Association, Inc., Auto Impound Solutions, LLC, Dorenzo Towing and Recovery, Inc., and Christopher's Emergency Equipment & Towing, Inc. have access to the Business Portal. They can access real-time owner information of Massachusetts registered vehicles in ATLAS. All-Wavz Towing and Transport, Inc. has not requested access to the Tow Program.
8. Once a tow company is provided access, they have the ability to search a vehicle registered/and or titled in Massachusetts by vehicle identification number (VIN) and vehicle registration/plate number to identify the listed owner of the vehicle and the owner's address. They can use that information to provide written notice.

Signed under pains and penalties of perjury,


Karyn L. Foley
Registry of Motor Vehicles

Dated: August 20, 2024

Exhibit F

Massachusetts DPU List of Involuntary Tow Companies as of June 2024

	CompanyName
1	1812 PAINT & BODY
2	21 TOWING INC
3	A & B TOWING, INC.
4	A & M AUTO REPAIR, LLC
5	A & N AUTO BODY
6	A & S SERVICE CENTER
7	A & S TOWING INC
8	A B COACH AND CARRIAGE INC
9	A J COSTA AUTOMOTIVE REPAIR
10	A TOWING AND COLLISION LLC
11	A&G TOWING REPAIR CORP
12	A&R AUTO & TOWING
13	A. G. QUEALY TOWING INC
14	A1 AFFORDABLE INC
15	AARON'S 24-7 TOWING & RECOVERY
16	ABINGTON SUNOCO
17	ABLE AUTO BODY & GLASS
18	ABOVE TOWING AND RECOVERY LLC
19	ACCESS AUTO TOO INC
20	A-C-E AUTO BODY
21	ACHIN'S GARAGE INC.
22	ACI TOWING
23	ACME AUTO BODY REPAIRING, INC.
24	ACTION EMERGENCY MANAGEMENT SERVICES INC
25	ACTION TOWING LLC
26	ADVANCED TOWING, INC.
27	AFFORDABLE AUTO REPAIR & TOWING
28	AKIKI AND SONS INC
29	AL & VIC'S SERVICE STATION INC
30	ALAA ALALOOSI DBA JIM'S AUTO
31	ALAN BRODEUR'S AUTO BODY INC
32	ALBIES AUTO RECOVERY
33	ALDRICH AUTO BODY & REPAIR INC
34	ALL CAPE TOWING & REPAIR
35	ALL DAY & ALL NIGHT TOWING INC
36	ALL MOBILE TOWING
37	ALL PARTS RACING
38	ALL-WAYZ TOWING AND TRANSPORT
39	ALMEIDA AUTO BODY, INC.
40	AL'S AUTOMOTIVE LLC
41	AL'S SERVICE CENTER, INC.

42 ALWAYS OPEN AUTOMOTIVE INC 3
43 AMARAL'S AUTOMOTIVE CENTER, INC
44 AMERICAN AUTO BODY & REPAIR INC.
45 AMESBURY TOWING
46 ANCHOR TOWING AND RECOVERY LLC
47 ANDY'S OF PEMBROKE, INC.
48 ANDY'S SERVICE CENTER
49 ANDY'S TOWING LLC
50 ANYTHING AUTOMOTIVE INC
51 ANYTIME TOWING INC
52 ARMAND'S GARAGE
53 ARNIE'S 24 HOUR TOWING INC
54 ARSENAULT TOWING & RECOV. SERVICE
55 ART'S AUTO SERVICE
56 ARVO'S MOBIL
57 ASSOCIATED TOWING, INC.
58 AUDETTE'S TOWING & RECOVERY INC
59 AUTO GO INC.
60 AUTO RESCUE TOWING & RECOVERY
61 AUTO SERVICE & TIRE INC
62 AUTOMOTIVE SPECIALITIES REPAIR & SERVICE, INC.
63 AUTOMOTIVE TECH & TRANS. LLC
64 AUTOSHOW TOWING AND RECOVERY LLC
65 AUTO-TEC LLP
66 B & B TOWING INC
67 BACH TRUCKING & TRANSPORTATION., INC.
68 BACHETTI'S AUTO BODY
69 BAILEY'S TRI TOWN SERVICE
70 BALABANIS AUTO REPAIR
71 BALICKI AUTO BODY, INC.
72 BEAULIEU'S GARAGE
73 BELLINGHAM PARTS PLUS, INC.
74 BELLINGHAM TOWING
75 BELSITO AUTO
76 BEST PRICE TOWING SERVICES
77 BIG BAD ONE INC
78 BIG JACK'S TOWING
79 BIG JIM'S AUTO BODY, INC.
80 BIG WHEEL TRUCK SALES & REPAIR
81 BILL WOODS TOWING SERVICE INC.
82 BILL'S AUTO CLINIC, INC.
83 BILL'S GARAGE OF RUTLAND, INC.
84 BILL'S-TOWING LLC
85 BIONDI'S SERVICE CENTER

86 BLACKWATER TOWING INC
87 BLUE-LINE TOWING INC
88 BOB'S AUTO REPAIR
89 BOB'S AUTO SERVICE
90 BOB'S TRUCKING & EQUIPMENT SERVICE
91 BONNETTE'S AUTOMOTIVE INC
92 BOOMBA'S 24 HR TOWING
93 BOSTONIAN TOWING SERVICE INC
94 BOUCHARD & SON, INC.
95 BOULEVARD GARAGE, INC.
96 BOURNE ENTERPRISES, INC.
97 BRADFORD TOWING CO
98 BROCKTON AUTO PARTS
99 BROOK STREET AUTO
100 BROOKS AUTOMOTIVE SERVICE
101 BROUGHAM MOTORS INC.
102 BROWNSON'S TOWING AND REPAIR
103 BT AND SONS TOWING & RECOVERY
104 BUCKLER'S TOWING SERVICE, INC.
105 BYRNE RACING & USED AUTOS
106 C & J AUTO BODY
107 C & J MAPLEWOOD AUTO LLC
108 C & L TOWING LLC
109 C O & S GARAGE
110 CABRAL'S TOWING INC
111 CACHITO'S TOWING LLC
112 CAPEWAY TOWING & TRANSPORT
113 CAPEWAY TOWING INC
114 CARSTAR ATLANTIC COLLISION
115 CASIVANT REPAIR
116 CASSIDY WRECKER SERVICE
117 CBK AUTOMOTIVE REPAIR, INC.
118 CENTER AUTO BODY
119 CENTER REPAIR & MACHINE CO.
120 CENTRAL AUTO REBUILDERS, INC.
121 CENTRAL CHEVROLET INC
122 CENTRAL STREET GARAGE
123 CENTRAL TOWING, INC.
124 CHEVY AUTO BODY, INC.
125 CHRIS SERVICE CENTER, INC.
126 CHRISTOPHER'S EMERGENCY EQUIPMENT & TOWING
127 CHUCKRAN AUTO PARTS, INC.
128 CICCHETTI'S SERVICE STATION INC
129 CITY SIDE ENTERPRISES INC

130 CITY WIDE TOWING
131 CJ AUTO & TOW
132 CJ'S TOWING UNLIMITED INC
133 CJV AUTOMOTIVE & TOWING
134 CLARK AUTO WRECKING
135 CLASSIC AUTOMOTIVE INC
136 CLT SERVICES LLC
137 COADY'S GARAGE & TOWING SERVICE
138 COASTAL COLLISION & TOWING INC
139 COMO'S INC
140 COOK'S TOWING & TRANSPORT INC
141 CORREIA'S AUTO BODY & GARAGE
142 CORREIA'S TOWING
143 COSTA'S AUTO BODY
144 COUNTRY MOTORS INC
145 COUNTRYSIDE TOWING
146 COUNTY AUTO WRECKING
147 CRESCENT AUTO, INC.
148 CROSS ROADS TOWING LLC
149 CRUISE CONTROL TRANSPORTATION INC
150 CT'S CITYWIDE TOWING
151 CUSTOM TOWING
152 CV TOWING INC
153 CW AYERS INC
154 D & D TOWING LLC
155 D & G TOWING AND AUTO REPAIR SERVICES INC.
156 DALE'S AUTO BODY & GENERAL REPAIR
157 DANNY'S AUTO BODY, INC.
158 DAN'S ROAD SERVICE INC
159 DANVERS AUTO BODY & TOWING LLC
160 DARTMOUTH TOWING, INC.
161 DAVE TALBOT'S AUTO SALES INC
162 DAVE'S AUTO SERVICE
163 DAVE'S TOW & TRANSPORT, INC.
164 DAVE'S TOWING CO INC
165 DAVID'S AUTO SALES
166 DECELLE TOWING & RECOVERY INC
167 DECKER'S AUTO BODY
168 DIRENZO TOWING & RECOVERY INC
169 DISTINCTIVE AUTO BODY INC
170 DM TOWING LLC
171 DON ALLEN AUTO SERVICE INC
172 DON'S AUTO COSMETICS INC
173 DUFF'S GARAGE, INC.

174 E.J.M. AUTO
175 EARLY'S ON PARK AVENUE, INC.
176 EAST COAST AUTO SALES & SERVICE INC
177 EASTCOAST TOWING
178 EASY WAY AUTO BODY INC
179 EDD'S AUTO REPAIR
180 EDGEMONT GARAGE
181 ELLIS AUTO BODY
182 ELM STREET AUTOMOTIVE CENTRE
183 EMS AUTOMOTIVE LLC
184 ENTWISTLE'S GARAGE INC
185 ERNIE'S SERVICE STATION
186 ERNIE'S TOWING
187 ET COTE AUTO EXCHANGE
188 EVERETT'S AUTO PARTS
189 EXCEPTIONAL AUTO BODY, INC.
190 EXPRESS TOWING
191 F.J.S. AUTO, INC.
192 FALLON'S AUTO SERVICE INC
193 FERNANDO'S TRANSPORTATION
194 FERRARO TOWING AND RECOVERY INC
195 FERREIRA TOWING, INC.
196 FERREIRA'S AUTO BODY AND SALES
197 FIJOL'S JUNK YARD INC
198 FIVE STAR TOWING INC
199 FJR TOWING & TRANSPORT, INC.
200 FLEMING'S GARAGE
201 FLEMING'S TOWING
202 FLINT'S AUTO PARTS
203 FLORENCE TOW & AUTO REPAIR INC
204 FOGERTY'S TOWING
205 FORREST TOWING INC
206 FOUR STAR SERVICE, INC.
207 FRANK E BRAYTON JR AUTO SALES & SERVICE INC
208 FRANK'S TOWING
209 FRED F CAIN INC
210 G AND B AUTO SERVICE
211 G J TOWING, INC.
212 GAETA'S TOWING
213 GAGNE'S GARAGE
214 GASKELL'S TOWING INC
215 GENO'S AUTO SERVICE INC
216 GEORGE'S GARAGE INC
217 GEORGE'S SERVICE STATION

218 GINIS AUTO REPAIR
219 GINO'S COLLISION CENTER, INC.
220 GODFREY ENTERPRISES INC
221 GROTON TOWING, INC.
222 GROVE STREET AUTO REPAIR
223 GUARANTY AUTO SALES
224 GULBICKI'S, INC
225 HAMPDEN TOWING
226 HARBOR AUTO BODY, INC.
227 HARBRO SALES & SERVICE, INC.
228 HARRY'S AUTO BODY INC
229 HARRY'S AUTO WRECKING
230 HARSHAW PAVING & RECLAMATION CORP
231 HATHAWAY COLLISION CENTER
232 HENRY'S TOWING & SERVICE CTR
233 HIWAY RECOVERY, INC.
234 HOFF'S MOBIL
235 HOMETOWN AUTO SERVICE & SALES INC
236 HOOK & GO TOWING, INC.
237 HOWARD'S AUTO BODY
238 HOWLEY'S AUTOMOTIVE
239 IMPERIAL AUTO BODY & SALES, INC
240 INTERNATIONAL COLLISION CENTER
241 INTERSTATE TOWING CORPORATION
242 INTERSTATE TOWING INC
243 INTERSTATE WRECKER SERV., INC.
244 J & J TOWING AND RECOVERY LLC
245 J SCOTT MOTOR SERVICE INC
246 J.B.S. TOWING
247 J/B RECONDITIONING
248 JACK'S AUTO BODY, INC.
249 JANS RECOVERY SERVICE
250 JARA J ENTERPRISE LLC
251 JARMO'S AUTO REPAIR, INC.
252 JD BOUSQUET & SONS INC
253 JEFF'S TOWING
254 JIM'S AUTO
255 JIM'S AUTO SALES
256 JL MASSA COLLISION SPEC INC
257 JOE'S AUTO & TOWING LLC
258 JOE'S TOWING, INC.
259 JOHNNY'S AUTO BODY
260 JOHNNY'S GARAGE
261 JOHN'S AUTO BODY

262 JOHN'S AUTO SERVICE
263 JOHN'S AUTO UNLIMITED SALES & SERVICE
264 JOSEPH'S PONTIAC
265 JR'S TOWING LLC
266 KAZANJIAN'S AUTO REPAIR SHOP INC
267 KAZANJIAN'S GARAGE
268 KBR, INC.
269 KEARNEY TOWING
270 KEMP'S SERVICE STATION
271 KENWOOD AUTO SERVICE
272 KEVIN'S AUTOMOTIVE OF W BOYLSTON
273 KNOWLTON'S GARAGE, INC.
274 KOCH'S AUTOMOTIVE, INC.
275 KRUEGERS AUTO REPAIR
276 L & M AUTO, INC.
277 L.H MORINE SERVICES
278 LABONTE & SON
279 LAKE STREET AUTO SALES & SERVICE, LTD
280 LAND'S TOWING & SERVICE, INC.
281 LANGONET INC
282 LANTIC SALVAGE
283 LAROCHELLE AUTO RESTORATION
284 LAV'S AUTO BODY & SALES, INC.
285 LECH GARAGE & AUTO BODY, INC.
286 LEFEBVRE'S TOWING LLC
287 LEGACY TRANSPORT LLC
288 LEON SIRUM & COMPANY, INC
289 LEONARD'S AUTO REPAIR
290 LEO'S AUTO REMOVAL AND TOWING INC
291 LIL C'S AUTOMOTIVE TRANSPORT SERVICE, INC
292 LIMA'S TOWING
293 LOU'S AUTO BODY INC
294 LOVEY'S TOWING & RECOVERY, LLC
295 LOWELL FLEET TOWING INC
296 LUCKY 13 RECOVERY INC
297 LUZI'S AUTO BODY, INC,
298 LUZO AUTO BODY, INC.
299 LYNCH'S TOWING SERVICE
300 M SYLVESTER TOWING
301 MAC ENTERPRISES
302 MAC'S GARAGE & TOWING
303 MAG'S TOWING INC.
304 MAIN STREET GAS & AUTO SALES INC
305 MALLOY'S AUTOMOTIVE SERVICE, INC.

306 MAL'S NIGHT & DAY TOWING CO.
307 MANNY'S AUTO BODY
308 MANOLI TOWING INC
309 MARCEL TOWING
310 MARC'S AUTO SERVICE
311 MARC'S TOWING AND RECOVERY, LLC
312 MARK'S GARAGE
313 MARK'S TOWING
314 MARSHFIELD AUTO BODY
315 MARTINEAU'S TOWING SERVICE
316 MARTINEZ TOWING & TRANSP CORP
317 MARTY'S AUTO SERVICE INC
318 MARTY'S REPAIR
319 MASCARO'S SVC STATION & TOWING
320 MASHPEE ROTARY INC.
321 MASS AVE TOWING LLC
322 MASTER TECH AUTO SALES INC
323 MASTRIA BUICK PONTIAC, GMC TRUCK
324 MATHER'S TOWING, INC.
325 MATTHEWS TRUCK SERVICE, INC.
326 MAY'S TIRES & ACCESSORIES, LLC
327 MCCARTHY BROS AUTO BODY
328 MCCARTHY'S TOWING, INC.
329 MCQUARRIE AUTO ENGINEERING
330 MERCEDES CAB COMPANY INC
331 METRO TOWING LLC
332 MID CAPE COLLISION
333 MID TOWN AUTO BODY
334 MIDDLESEX AUTO BODY CO., INC.
335 MIKE'S AUTO BODY REPAIR
336 MIKE'S AUTO REPAIR
337 MIKE'S TOWING & RECOVERY INC
338 MILAN TOWING INC
339 MJS TOWING INC
340 MODERN TOWING
341 MOHAWK AUTO SALES
342 MOHAWK VILLAGE MOTORS, INC.
343 MOSHER AUTO BODY, INC.
344 MURPHY'S AUTO SALVAGE, INC.
345 MURRAY'S TOWING & EQUIPMENT SERVICE
346 NANTUCKET AUTO BODY INC
347 NED'S HD TOWING INC
348 NEEDHAM COLLISION INC
349 NEEDHAM TOWING & TRANSPORT

350 NEGOSHIAN'S TOWING & SERVICE CO. .
351 NEW BEVERLY AUTO CLINIC, INC.
352 NEW BLUE HILLS TOWING CO., INC.
353 NEWBURYPORT TOWING SERVICE INC
354 NICK'S TOW & RECOVERY SERVICE LLC
355 NO LIMIT TOWING AND RECOVERY INC
356 NORFOLK AUTO, INC.
357 NORTH ATLANTIC FRAME & ALIGNMENT INC
358 NORTH READING AUTO REPAIR INC.
359 NORTH READING AUTO, INC/BAY STATE NORTH TOWING
360 NORTH STAR AUTOMOTIVE INC
361 NORTHSIDE AUTO BODY
362 OBRIEN CAR CARE INC
363 O'BRIEN'S CAR CARE & TOWING INC
364 OCEAN STATE TOWING
365 O'CONNORS' TOWING
366 ONE TEN TOWING CO
367 O'SHEA'S TOWING SERVICE
368 P & F SERVICES INC
369 P GELLAR'S SERVICE STATION INC
370 PACHECO TRUCKING
371 PALMER'S GARAGE, INC.
372 PALUMBO TOWING INC
373 PARKWAY AUTOMOTIVE, INC.
374 PARSONS AUTO, INC.
375 PAT'S SERVICE CENTER
376 PAT'S TOWING
377 PAT'S TOWING CO INC
378 PAT'S TOWING INC
379 PAUL ALMEIDA 24 HR. TOWING
380 PAUL DEMERS SERVICE
381 PAUL V MCGARVEY TRANSPORTATION
382 PAUL WOLFE MOTOR SALES
383 PAUL'S AUTO SERVICE CORP
384 PAUL'S TOWING
385 PAUL'S TOWING, INC.
386 PAXTON AUTO REPAIR & COLLISION
387 PENNEY'S AUTO BODY, INC.
388 PERFECTION TOWING
389 PERFORMANCE AUTOMOTIVE & TOW
390 PERRY'S TOWING & SERVICE INC
391 PETER'S REPAIR AND AUTO BODY, INC
392 PETTEY AUTO SALVAGE LLC
393 PICCERELLI'S TOWING

394 PILGRIM AUTO BODY, INC.
395 PINE HILL SERVICE STATION, INC
396 PINTO'S GARAGE AND AUTO BODY INC
397 PIRES BROTHERS AUTO REPAIR INC
398 PLEASANT STREET AUTO BODY & REPAIR
399 PORTSIDE TOWING
400 PRECISION AUTO BODY
401 PRECISION AUTO REBUILDERS INC
402 PRIDE AUTO BODY, INC.
403 PRIDE TOWING & OFF ROAD RECOVERY
404 PRO TECH TOWING & RECOVERY
405 QUALITY AUTO BODY OF WEBSTER, INC.
406 QUALITY TOWING & RECOVERY INC
407 QUICK AUTO CENTER CORP.
408 R & F MOTORS, INC.
409 R. H. WILLSON INC
410 RALEIGH AUTO BODY
411 RAMSAY'S TOWING, INC
412 RAPID RESPONSE LLP
413 RAU'S SUNOCO SERVICE
414 REARDON'S GARAGE
415 RED'S TOWING
416 REGIN'S REPAIR
417 RELENTLESS TOWING & RECOVERY
418 RESCUE TOWING AND RECOVERY
419 RG AUTOMOTIVE INC
420 RICARDO'S TOWING SERVICE, INC.
421 RICK'S AUTOMOTIVE REPAIR
422 RICKY'S TOWING
423 RIGANO'S TOWING SERVICE, INC.
424 RIGGIO AUTO REPAIR, INC.
425 RK AUTO BODY & SALES INC
426 ROADSIDE RESCUE & TRANS INC
427 ROBERTS AUTO BODY
428 ROD'S SERVICE STATION
429 ROHMERS TOWING SERVICE
430 ROMAN TOWING LLC
431 RON'S AUTO REPAIR
432 ROSE LEDGE COMPANIES
433 ROTARY AUTO TOWING COMP., INC.
434 ROUTE 18 AUTO BODY, INC.
435 ROY'S AUTO BODY REPAIR & TOWING SERVICE INC
436 RUTLAND TOWING INC
437 RW'S INC

438 SABER AUTO BODY
439 SAL'S AUTO & TRUCK REPAIR
440 SANDI'S TOWING
441 SANTOS AUTO REPAIR, INC.
442 SANTOS GARAGE INC
443 SARKIS ENTERPRISES INC
444 SAYERS AUTO WRECKING, INC.
445 SCHLAGERS AUTO BODY REPAIR INC
446 SCHOOL STREET TOWING
447 SCRATCH & DENT AUTO BODY & SALES
448 SEASIDE TOWING
449 SH AUTO REPAIR LLC
450 SHEEHAN'S TOWING LLC
451 SHERM'S INC.
452 SID'S AUTO BODY
453 SILVER CLOUD TOWING
454 SIMONELLI'S TOWING & RECOVERY CO
455 SKILLMAN SERVICES
456 SLIECH AUTO BODY, INC.,
457 SMITTY'S TOWING SERVICE
458 SOMERSET AUTO SERVICE
459 SOUCY'S AUTO BODY
460 SOUTH COAST TOWING
461 SOUTH SHORE TOWING
462 SOUZA'S TOWING & REPAIR
463 STAGE COACH MOTORS & REPAIR
464 STANLEY SERVICE INC
465 STATE ROAD AUTO BODY
466 STATION ROAD AUTOBODY & GARAGE INC
467 STEPHENS AUTOMOTIVE TRANSPORT INC
468 STEPHENS TOWING, INC
469 STERRY STREET AUTO SALES, INC.
470 STONEHAM TOW
471 STUART'S AUTOMOTIVE, INC.
472 STURBRIDGE SERVICE CENTER, INC
473 SUTFOL AUTO SALES, INC.
474 T & D AUTO & TRUCK SERVICE CENTER, INC.
475 T & T TOWING, INCORPORATED
476 TALLY'S TRUCK CENTER, INC.
477 TEATICKET AUTO BODY
478 TECH SERVICE CENTER
479 TED'S OF FAYVILLE, INC.
480 TERRANOVA AUTO BODY
481 TERRI ADAMS

482 THOMAS AUTO BODY SHOP INC
483 TIGER TOWING
484 TINO'S TRUCK SERVICE, INC.
485 TJ & SONS AUTO REPAIR & TOWING INC
486 TJM AUTO BODY, INC.
487 TODISCO SERVICES, INC.
488 TODY'S SERVICE INC
489 TOGI'S TOWING SERVICE
490 TOMMYCAR TOWING LLC
491 TOM'S AUTO BODY
492 TOM'S AUTO TRANSPORT, INC.
493 TONY'S AUTO SALES & SERVICE INC
494 TONY'S AUTO WRECKING
495 TONY'S COLLISION
496 TONY'S TOWING
497 TOTAL AUTO REPAIR
498 TOTAL TRANSMISSION SERVICE
499 TOUPIN TOWING AND RECOVERY INC
500 TOWN MOTORS
501 TRI TOWN MOTORS INC
502 TROMBLY BROTHERS, INC.
503 TROY CITY TOWING LLC
504 UNION AUTO TOWING INC
505 UNIVERSAL AUTO BODY, INC.
506 UPNDOWN TOWING AND RECOVERY LLC
507 USA TOWING
508 UXBRIDGE AUTO INC
509 VALLEY TOWING, INC.
510 VANCE'S AUTO BODY
511 VANDERZICHT TOWING
512 VENDETTI MOTORS, INC.
513 VIC'S TOWING SERVICE
514 VICTORY LANE TOWING
515 VIEIRA'S GARAGE
516 VILLAGE TRUCK SALES, INC.
517 VINNY'S TOWING
518 VOLPONE TOWING SERVICE
519 VW TOWING LLC
520 WAKEFIELD TOWING
521 WALSH TOWING CO
522 WALTER C CRANSTON & SON INC
523 WALTHAM AUTO TOW, INC.
524 WATSON AUTOMOTIVE
525 WC GURRISI & SONS INC

526 WELL'S CAR SALES TOWING
527 WEST CENTER AUTO
528 WEST END TOWING
529 WEST SIDE SUNOCO
530 WEST STREET SERVICE CENTER
531 WEST STREET SERVICE CENTER, INC.
532 WESTGATE SERVICE LLC
533 WESTMINSTER GARAGE
534 WHEELER'S GARAGE
535 WILLIAM MURPHY AUTOMOTVE SERVICES INC
536 WINN STREET SERVICE
537 WOODARD'S GARAGE
538 WORCESTER COUNTY TOWING INC