

8/12/24

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, ss.

SUPERIOR COURT DEPARTMENT

CIVIL ACTION NO.: 2483CV00646

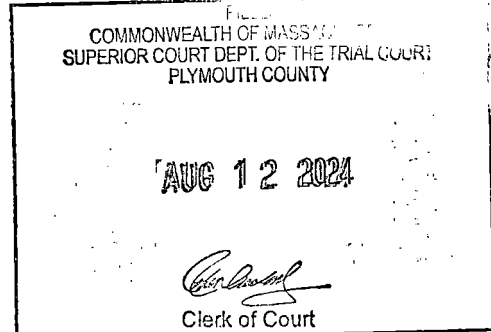
STATEWIDE TOWING ASSOCIATION, INC.,
AUTO IMPOUND SOLUTIONS, LLC,
DIRENZO TOWING AND RECOVERY, INC.,
ALL-WAYZ TOWING AND TRANSPORT, INC.,
AND CHRISTOPHER'S EMERGENCY
EQUIPMENT & TOWING, INC.,

Plaintiffs,

v.

MASSACHUSETTS REGISTRY OF MOTOR
VEHICLES,

Defendant.



COMPLAINT AND JURY DEMAND

Plaintiffs, Statewide Towing Association, Inc., Auto Impound Solutions, LLC, Direnzo Towing & Recovery, Inc., All-Wayz Towing and Transport, Inc. and Christopher's Emergency Equipment & Towing, Inc. (hereinafter collectively "Plaintiffs"), by and through their attorneys, file their complaint against the Massachusetts Registry of Motor Vehicles (hereinafter "RMV") and state the following:

PARTIES

1. The Plaintiff, Statewide Towing Association, Inc. (hereinafter "STA"), is a Massachusetts nonprofit corporation with a principal place of business at 27 South Hunt Road, Amesbury, Essex County, Massachusetts. STA is an organization representing the towing industry in the Commonwealth. The RMV's newly enacted internal policy dated May 20, 2024 regarding title transfers for involuntarily towed vehicle (hereinafter "RMV's Internal Policy"), which is the subject of this litigation, affects many, if not all, of STA's members.
2. The Plaintiff, Auto Impound Solutions, LLC (hereinafter "AIS"), is a Massachusetts limited liability company with a principal place of business at 53 French Farm Road, North Andover, Essex County, Massachusetts. AIS is engaged in the business of motor vehicle lien processing for abandoned vehicles on behalf of towing companies located within the Commonwealth and is affected by the RMV's Internal Policy.

3. The Plaintiff, Drenzo Towing & Recovery, Inc. (hereinafter "DTR"), is a Massachusetts corporation with a principal place of business at 139 Worcester-Providence Turnpike, Millbury, Worcester County, Massachusetts. DTR is a towing and recovery company located within the Commonwealth and is affected by the RMV's Internal Policy.
4. The Plaintiff, All-Wayz Towing and Transport, Inc. (hereinafter "All-Wayz"), is a Massachusetts corporation with a principal place of business at 100 Hedges Pond Road, Plymouth, Plymouth County, Massachusetts. All-Wayz is a towing and recovery company located within the Commonwealth and is affected by the RMV's Internal Policy.
5. The Plaintiff, Christopher's Emergency Equipment & Towing, Inc. (hereinafter "Christopher's"), is a Massachusetts corporation with a principal place of business at 76 Riverneck Road, Chelmsford, Middlesex County, Massachusetts. Christopher's is a towing and recovery company located within the Commonwealth and is affected by the RMV's Internal Policy.
6. The Defendant, Massachusetts Registry of Motor Vehicles (hereinafter "RMV"), is an agency of the Commonwealth established by statute and under the authority of the Massachusetts Department of Transportation, a body politic and corporate within the Commonwealth of Massachusetts and has a principal place of business at 25 Newport Avenue Extension, Quincy, Norfolk County, Massachusetts. The RMV has initiated the RMV's Internal Policy which is the subject of this litigation.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the parties named herein because the events that give rise to this claim occurred within the Commonwealth of Massachusetts and each party named herein conducts business, maintains a principal office, and/or resides within the Commonwealth of Massachusetts.
8. This Court has personal jurisdiction over the RMV as it is an agency within the Commonwealth.
9. This Court has jurisdiction pursuant to the provisions of M.G.L. c. 214 and may issue declaratory judgments pursuant to provisions M.G.L. c. 231A.
10. Venue is proper in this Court pursuant to M.G.L. c. 223, §§ 1 and 8.

FACTS

11. STA is an organization that represents in excess of two hundred (200) members in the towing and recovery industry within the Commonwealth. The RMV's Internal Policy,

which is the subject of this litigation, affects many, if not all, of STA's members, including those named as co-Plaintiffs.

12. Many, if not all, of the STA members, including those named as co-Plaintiffs, perform involuntary towing services at the request of various police agencies and other public authorities throughout the Commonwealth.
13. Many, if not all, of the STA members, including those named as co-Plaintiffs, tow vehicles which ultimately end up unclaimed or otherwise abandoned at the towing companies' storage facilities.
14. Under M.G.L. c. 255, § 39A (hereinafter the "Lien Enforcement Statute"), the Commonwealth enacted legislation which outlines the process of how towing companies can legally dispose of vehicles that are never claimed through the lien enforcement and sale process.
15. The Lien Enforcement Statute reads as follows:

"Any motor vehicle removed from the scene of an accident and placed for storage in the care of a garage, which in this section shall also include a parking lot or other place for the storage of motor vehicles, by a member of the state police force, by a member of the metropolitan district police, by a member of the police force of any city or town or by any inspector, supervisor, investigator, examiner or instructor appointed by the registrar of motor vehicles under section twenty-nine of chapter ninety, shall be so stored at the prevailing rates. At the time such motor vehicle is so placed the officer or person placing it shall furnish the owner or operator of such garage the name and address of the registered owner of said motor vehicle; and if such information is not then available, said officer or person shall obtain such information and forthwith notify in writing the said owner or operator.

Upon receipt of such information the owner of the garage shall notify the registered owner of the motor vehicle by registered mail, return receipt requested, that such motor vehicle has been placed in his care as provided by this section, and shall inform him of the storage rates therefor, and shall inquire if he is to continue to hold the motor vehicle subject to such storage rates.

If the registered owner of the motor vehicle assents to the continued storage of such motor vehicle, the owner of the garage shall continue to hold said motor vehicle in storage and shall have a lien thereon, as provided in section twenty-five.

If the registered owner of the motor vehicle fails to answer said notice within twenty-one days after receipt thereof, the motor vehicle shall continue to be stored at the prevailing rates.

If, after the expiration of sixty days from the date when the vehicle was brought to the garage or placed in the care of the owner of said garage, the owner of the motor

vehicle has not claimed said vehicle, the owner of the garage may give notice to the owner by registered mail at his last known place of abode stating the amount of the storage charges and informing him that if the vehicle is not claimed within twenty-one days the vehicle will be sold. If the owner does not claim the vehicle within said twenty-one days, the owner of the garage may sell said motor vehicle at public or private sale after publishing notice of such sale for three successive weeks in a newspaper published or having a circulation in the city or town in which the property is located; provided that he shall notify the chief of police in the city or town in which the garage is located at least five days prior to such sale that the vehicle is to be sold. Upon such sale the owner of the garage may deduct therefrom his charges for storage and the costs of sending notices and of holding the sale, and shall furnish the registered owner of such motor vehicle a statement of the amount received at such sale, together with the amount of his charges and costs, and the balance, if any. If the owner of the garage knows the address of the registered owner of said motor vehicle he shall pay such balance to him; if not, he shall deposit the same with the clerk of the district court who shall give him a receipt therefor and deposit said balance in a savings bank in the name of the justice of the district court in trust for said owner of the motor vehicle." M.G.L. c. 255, § 39A.

16. Under M.G.L. c. 159B, § 6B (hereinafter the Involuntary Tow Statute"), towing companies are directed to utilize the process set forth within the Lien Enforcement Statute.
17. The Involuntary Tow Statute reads, in pertinent part, as follows:
"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 section thirty-nine A of chapter two hundred and fifty-five." M.G.L. c. 159B, § 6B.
18. Under the Lien Enforcement Statute, towing companies may sell the involuntarily towed vehicles by public or private sale in order to satisfy their lien for non-payment of fees, after meeting the requirements set forth within the Lien Enforcement Statute.
19. Under the Lien Enforcement Statute, the officer or person who authorized the vehicle to be towed shall furnish the name and address of the registered owner of the vehicle to the towing company at the time the vehicle is towed and if such information is not then available, the information shall be obtained by the officer or person who authorized the vehicle to be towed and the towing company is to be notified in writing forthwith.
20. There is no mechanism under the Lien Enforcement Statute for the towing company to mandate and force adherence by the officer or person who authorized the vehicle to be towed to comply with the information obtaining and disclosure provisions.

21. Under the Lien Enforcement Statute, the towing company is required to provide a first notice to the registered owner of the vehicle via registered mail, return receipt requested, upon receipt of the name and address of the registered owner of said vehicle informing the registered owner of the storage rates and inquiring if the towing company is to continue to hold the vehicle.
22. There is no timeframe set forth in the Lien Enforcement Statute mandating towing companies of when to send out the first notice to the registered owner of the vehicle.
23. Under the Lien Enforcement Statute, if the registered owner of the vehicle fails to answer the first notice within twenty-one (21) days after receipt thereof, the towing company is to continue storing the vehicle.
24. Under the Lien Enforcement Statute, if, after the expiration of sixty (60) days from the date when the vehicle was placed into storage, the registered owner of the vehicle has not claimed said vehicle, the towing company may then provide a second notice to the registered owner of the vehicle via registered mail notifying said owner of the charges owed and that if the vehicle is not claimed within twenty-one (21) days, the vehicle will be sold.
25. Under the Lien Enforcement Statute, if the registered owner does not claim the vehicle within said twenty-one (21) day period, the towing company may sell the vehicle at public or private auction after publishing notice of the sale for three (3) successive weeks in a newspaper published or having a circulation in the city or town in which the vehicle is located.
26. Under the Lien Enforcement Statute, the towing company must also notify the chief of police in the city or town in which the towing company is located at least five (5) days prior to the sale of the vehicle.
27. The towing company or purchaser of the vehicle would then compile copies of all of the documentation described above and present it to the RMV at one of their various branches located throughout the Commonwealth in order to effectuate the title transfer surrounding the involuntarily towed vehicle.
28. In addition to copies of the above-described documentation, the RMV required a completed Registration and Title Application form and a completed Affidavit of Sale of Involuntarily Towed Vehicle form from the tow company or purchaser of the vehicle in order to finalize and process the title transfer for the involuntarily towed vehicle.
29. The above-described process has historically been accomplished for decades.
30. In July of 2022, STA members began to report to the STA that they were experiencing problems, issues and pushback from various RMV locations throughout the

Commonwealth surrounding an inability to finalize and process the title transfer for involuntarily towed vehicles.

31. The STA, on behalf of its members, reached out to the RMV's Title Manager at the time, Christopher Shackett ("Mr. Shackett"), reporting that its members were experiencing problems.
32. In July of 2022, Mr. Shackett notified the STA that training updates would be provided to all RMV service center employees pertaining to the guidelines on processing transactions regarding title transfers for involuntarily towed vehicles.
33. The RMV appeared to be honoring and processing the title transfers for involuntarily towed vehicles following Mr. Shackett's directive.
34. However, recently, beginning in March of 2024, many of the STA's members began to experience similar problems, issues and pushback from various RMV locations throughout the Commonwealth with RMV employees failing to honor and/or accept a towing company's paperwork as outlined within the Lien Enforcement Statute as well as the RMV's own forms, in order to complete the title transfer process for involuntarily towed vehicles.
35. On March 29, 2024, the STA emailed the RMV's Assistant Registrar, Felicia Okonkwo ("Ms. Okonkwo"), in an attempt to rectify and/or discuss the issues reported by the STA's members.
36. Ms. Okonkwo did not provide a response to the STA's March 29, 2024 email.
37. On April 12, 2024, the STA sent a follow-up email to Ms. Okonkwo and received an automatic reply response indicating Ms. Okonkwo would be out of the office until April 22, 2024, and directing emails to be forwarded to Antonio Desisto ("Mr. Desisto") in the RMV's Title Division.
38. On April 12, 2024, the STA forwarded its email to Mr. Desisto pursuant to Ms. Okonkwo's instructions.
39. Mr. Desisto did not provide a response to the STA's April 12, 2024 email.
40. The STA then forwarded its original email to RMV contacts Paul Franzese ("Mr. Franzese"), Mr. Shackett, and Ms. Okonkwo.
41. On April 16, 2024, Mr. Shackett responded to the STA indicating neither he nor Mr. Franzese worked for the RMV any longer.

42. Mr. Shackett copied the April 16, 2024 email to Ms. Okonkwo and the new Chief Operating Officer of the RMV, Niren Sirohi ("Mr. Sirohi").
43. Neither Ms. Okonkwo nor Mr. Sirohi provided a response to the April 16, 2024 email.
44. On May 3, 2024, the STA sent another follow-up email to Ms. Okonkwo, and again Ms. Okonkwo did not respond.
45. On May 10, 2024, the STA, through counsel, sent an email to the RMV's Chief Counsel, Kimberly McDonald, Esq. ("RMV Counsel"), outlining the above-referenced timeline of events and stressing the urgency and importance surrounding the matter of towing companies having the ability to process the title transfers to involuntarily towed vehicles.
46. The STA's May 10, 2024 email outlined specific reasons and examples provided by RMV employees to various towing companies, including STA members and the Plaintiffs, for their refusal to process the title transfers for involuntarily towed vehicles in accordance with the Lien Enforcement Statute.
47. By way of example, the following were some of the reasons given by the RMV to towing companies as to why the title transfers to involuntarily towed vehicles could not be accomplished:
- RMV requiring all original documents and would not accept copies;
 - RMV requiring the tow slip/invoice from towing companies;
 - RMV requiring that the first and second notices sent to the registered owner of the vehicle detail all fees being charged by towing companies;
 - RMV requiring that the letter to the chief of police sent by the towing companies must detail the intent of the tow;
 - RMV requiring that the newspaper publication should have been advertised in the state where the towed vehicle was registered not in the Commonwealth where the towed vehicle was currently being stored;
 - RMV requiring towing companies to show proof in writing from authorizing police department to have vehicle towed;
 - RMV requiring towing companies to show proof of registration for vehicles not registered in the Commonwealth;
 - RMV refusing to process transaction for towed vehicles with electronic titles or electronic liens; and
 - RMV requiring licensed dealers to pay sales tax on vehicle transfers.
48. The STA's May 10, 2024 email also requested a meeting with RMV Counsel to review the above-referenced timeline of events and issues surrounding the matter of towing companies having the ability to process the title transfers to involuntarily towed vehicles.

49. RMV Counsel responded on May 10, 2024 that she would review the STA's concerns, discuss internally, and reach back out to setup a call to discuss.
50. On May 17, 2024, counsel for the STA emailed RMV Counsel requesting an update on the prior correspondence after having had no response and reported that more STA members were experiencing issues with RMV locations refusing to process the title transfers to involuntarily towed vehicles.
51. In the May 17, 2024 email, counsel for the STA notified RMV Counsel that an STA member was informed by a supervisor at the Lawrence RMV branch that all lien processing of vehicle title applications for involuntarily towed vehicles were on hold pending "legal review."
52. In the May 17, 2024 email, counsel for the STA also notified RMV Counsel that the STA and its members sought to have the issues they were experiencing resolved as quickly as possible, as the backlog from towing companies not being able to legally dispose of unclaimed and abandoned vehicles continued to grow towards a breaking point.
53. On May 17, 2024, RMV Counsel sent an email to counsel for the STA that among other things stated "[t]he RMV is currently reviewing all relevant policies and procedures with their staff to ensure consistent application across service center locations" and requesting identifying information for specific transactions in order to research and respond to each concern individually.
54. On May 20, 2024, the RMV unilaterally enacted and adopted a policy surrounding the processing of transactions regarding title transfers for involuntarily towed vehicles (hereinafter the "RMV's Internal Policy"). A copy of which is attached as Exhibit 1.
55. The RMV's Internal Policy was labeled as "[e]ffective immediately" and contained a litany of provisions and requirements which differed from those enumerated within the Lien Enforcement Statute and which the RMV would now require towing companies to follow in order to effectuate the title transfer of involuntarily towed vehicles.
56. The RMV's Internal Policy unilaterally inserted and adopted the RMV's own additional requirements and procedures placed upon towing companies and purchasers of involuntarily towed vehicles for processing of title transfers for involuntarily towed vehicles that are arbitrary, capricious, unreasonable, impractical and/or not otherwise contained within the Lien Enforcement Statute.
57. Under the RMV's Internal Policy, the RMV inserted a "proof of tow" documentation requirement section which mandates towing companies to provide the RMV with documentation showing the following:
 - 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.
- See Ex. 1.

58. All of the enumerated items above aside from "Authorizing Officer's name" is already required by the RMV and is incorporated on the RMV's Affidavit of Sale of Involuntarily Towed Vehicle form.
59. In practice, tow companies are not given the name, badge number, or any other identifying information relative to the "Authorizing Officer's name" and some police agencies use third party dispatch companies comprised of non-officers, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
60. The Lien Enforcement Statute does not require the "Authorizing Officer's name" in order to process the title transfer of involuntarily towed vehicles.
61. Under the RMV's Internal Policy as it relates to the first notice to the registered owner of the vehicle, the RMV is now requiring of towing companies that "[t]he date of notice to the customer must be **no more than 7 days** after the tow date." See Ex. 1.
62. The Lien Enforcement Statute does not require that the towing company send out the first notice to the registered owner of the vehicle within seven (7) days.
63. In practice, tow companies may not have the registered owner's name and address within seven (7) days in order to send out the first notice as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
64. Under the RMV's Internal Policy as it relates to the second notice to the registered owner of the vehicle, the RMV is now requiring of towing companies that "[t]he date of notice to the **must be at least 60 days after** the tow company took possession of the vehicle." See Ex. 1.
65. The Lien Enforcement Statute does not require that the towing company send out the second notice to the registered owner of the vehicle within the timeframe outlined by the RMV in the RMV's Internal Policy.
66. In practice, and as identified in paragraph 65 of the within Complaint, if the tow companies have not obtained the registered owner's name and address within the seven (7) day timeframe required by the RMV in order to send out the first notice, the

towing company will be unable to comply with the timeframe related to the second notice as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.

67. Under the RMV's Internal Policy as it relates to the newspaper publication, the RMV is now requiring of towing companies that "[t]he 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.**" See Ex. 1.
68. The Lien Enforcement Statute does not require that the towing company publish the sale of the vehicle in the newspaper within the timeframe outlined by the RMV in the RMV's Internal Policy.
69. In practice, and as identified in paragraph 65 and 68 of the within Complaint, if the tow companies have been unable to comply with the timeframes required by the RMV in order to send out the first and second notices, the towing company will be unable to comply with the timeframe related to the initial newspaper publication date as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
70. Under the RMV's Internal Policy as it relates to the bill of sale requirement, the RMV is now requiring of towing companies that "[t]he 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)." See Ex. 1.
71. The Lien Enforcement Statute does not contain any of the bill of sale requirements as outlined within the RMV's Internal Policy that the towing company shall adhere to.
72. The RMV's Internal Policy, which was "[e]ffective immediately," did not address, explain or provide guidance as to what towing companies were to do surrounding vehicles which were involuntarily towed prior to May 20, 2024, the date said RMV Internal Policy was enacted, and furthermore what would happen to all of the title transfers that were either already in place, currently in process, or submitted to the RMV for processing prior to May 20, 2024.
73. On May 22, 2024, STA's counsel sent an email to RMV Counsel requesting clarification on several portions of the RMV's Internal Policy, including proof of tow documentation, notice requirements, clarification and guidance on issues surrounding vehicles towed pursuant to the trespass tow statute (M.G.L. c. 266, § 120D), among other issues and concerns.
74. The STA sought clarification on the above and presented the RMV the opportunity to work with the STA to provide a clear, consistent and reasonable process for transferring titles for involuntarily towed vehicles that would allow the STA to set up

- training to its members that would help ensure compliance with the appropriate statutes.
75. On May 29, 2024, RMV Counsel and counsel for the STA began to plan a telephone conference to discuss the concerns raised by the STA with respect to the RMV's Internal Policy.
 76. On May 29, 2024, counsel for the STA notified RMV Counsel via email of additional issues that STA members were encountering at various RMV locations.
 77. On June 13, 2024, a video conference meeting was held involving counsel for the STA, a representative of the STA, RMV Counsel and several RMV employees in various capacities.
 78. At the June 13, 2024 meeting, counsel for the STA and STA raised the STA's and their members concerns and issues referenced above.
 79. On June 26, 2024, counsel for the STA sent an email to RMV Counsel as a follow-up to the June 13, 2024 video conference meeting which included a request for an update on the various concerns and issues raised in the meeting as well as bringing to RMV Counsel's attention additional issues experienced by STA members at several RMV locations surrounding electronic mailings as proof of delivery.
 80. On July 3, 2024, RMV Counsel responded to counsel for the STA with the following: "[w]e are reviewing and will get back to you."
 81. To date, the RMV has yet to adequately or substantively address any of the above-referenced issues experienced by STA members, including those named as co-Plaintiffs.
 82. As of the date of this filing, the RMV is continuing to not process transactions regarding title transfers for involuntarily towed vehicles pursuant to the Lien Enforcement Statute.
 83. As a result of the RMV's Internal Policy, which impermissibly adds additional requirements and procedures which are not within the Lien Enforcement Statute, STA members, including those named as co-Plaintiffs, have been left to store vehicles subject to involuntary tows in perpetuity without being able to legally dispose of them.
 84. DTR has been prevented by the RMV from transferring title to at least one (1) motor vehicle which it involuntarily towed at the request of the police or other public authority and has been forced to continue to store the same as it cannot legally dispose of the vehicle.

85. DTR is beginning to experience a backlog of involuntarily towed vehicles at their storage facility for which it cannot legally dispose of due to the RMV's Internal Policy.
86. All-Wayz has been prevented by the RMV from transferring title to at least one (1) motor vehicle which it involuntarily towed at the request of the police or other public authority and has been forced to continue to store the same as it cannot legally dispose of the vehicle.
87. All-Wayz is beginning to experience a backlog of involuntarily towed vehicles at their storage facility for which it cannot legally dispose of due to the RMV's Internal Policy.
88. Christopher's has been prevented by the RMV from transferring title to at least one (1) motor vehicle which it involuntarily towed at the request of the police or other public authority and has been forced to continue to store the same as it cannot legally dispose of the vehicle.
89. Christopher's is beginning to experience a backlog of involuntarily towed vehicles at their storage facility for which it cannot legally dispose of due to the RMV's Internal Policy.
90. AIS is in the business of sending out the required notifications and arranging for the sale of vehicles under the Lien Enforcement Statute on behalf of towing companies throughout the Commonwealth.
91. AIS has been notified by several of its towing company customers that the RMV has prevented them from transferring title to the vehicles in which AIS has prepared the paperwork for in compliance with the Lien Enforcement Statute citing to the RMV's Internal Policy.
92. AIS's towing company customers therefore have been forced to continue to store the vehicles as they cannot legally dispose of the vehicles, despite AIS following the Lien Enforcement Statute.
93. AIS's towing company customers are beginning to experience a backlog of involuntarily towed vehicles at their storage facilities for which they cannot legally dispose of due to the RMV's Internal Policy.

COUNT I – INJUNCTIVE RELIEF (PRELIMINARY)

94. The Plaintiffs incorporate herein the allegations contained in paragraphs 1 through 93 as if fully stated herein.
95. On May 20, 2024, the RMV unilaterally enacted the RMV's Internal Policy. A copy of which is attached as Exhibit 1.

96. The RMV's Internal Policy was labeled as "[e]ffective immediately" and contained a litany of provisions and requirements which differed from those enumerated within the Lien Enforcement Statute and which the RMV would now require towing companies to follow in order to effectuate the title transfer of involuntarily towed vehicles.
97. The RMV's Internal Policy unilaterally inserted and adopted the RMV's own additional requirements and procedures placed upon towing companies and purchasers of involuntarily towed vehicles for processing of title transfers for involuntarily towed vehicles that are arbitrary, capricious, unreasonable, impractical and/or not otherwise contained within the Lien Enforcement Statute.
98. Under the RMV's Internal Policy, the RMV inserted a "proof of tow" documentation requirement section which mandates towing companies to provide the RMV with documentation showing the following:
- 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.
See Ex. 1.
99. All of the enumerated items above aside from "Authorizing Officer's name" is already required by the RMV and is incorporated on the RMV's Affidavit of Sale of Involuntarily Towed Vehicle form.
100. In practice, tow companies are not given the name, badge number, or any other identifying information relative to the "Authorizing Officer's name" and some police agencies use third party dispatch companies comprised of non-officers, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
101. The Lien Enforcement Statute does not require the "Authorizing Officer's name" in order to process the title transfer of involuntarily towed vehicles.
102. Under the RMV's Internal Policy as it relates to the first notice to the registered owner of the vehicle, the RMV is now requiring of towing companies that "[t]he date of notice to the customer must be **no more than 7 days** after the tow date." See Ex. 1.
103. The Lien Enforcement Statute does not require that the towing company send out the first notice to the registered owner of the vehicle within seven (7) days.

104. In practice, tow companies may not have the registered owner's name and address within seven (7) days in order to send out the first notice as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
105. Under the RMV's Internal Policy as it relates to the second notice to the registered owner of the vehicle, the RMV is now requiring of towing companies that "[t]he date of notice to the **must be at least 60 days after** the tow company took possession of the vehicle." See Ex. 1.
106. The Lien Enforcement Statute does not require that the towing company send out the second notice to the registered owner of the vehicle within the timeframe outlined by the RMV in the RMV's Internal Policy.
107. In practice, and as identified in paragraph 65 of the within Complaint, if the tow companies have not obtained the registered owner's name and address within the seven (7) day timeframe required by the RMV in order to send out the first notice, the towing company will be unable to comply with the timeframe related to the second notice as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
108. Under the RMV's Internal Policy as it relates to the newspaper publication, the RMV is now requiring of towing companies that "[t]he 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.**" See Ex. 1.
109. The Lien Enforcement Statute does not require that the towing company publish the sale of the vehicle in the newspaper within the timeframe outlined by the RMV in the RMV's Internal Policy.
110. In practice, and as identified in paragraph 65 and 68 of the within Complaint, if the tow companies have been unable to comply with the timeframes required by the RMV in order to send out the first and second notices, the towing company will be unable to comply with the timeframe related to the initial newspaper publication date as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
111. Under the RMV's Internal Policy as it relates to the bill of sale requirement, the RMV is now requiring of towing companies that "[t]he 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)." See Ex. 1.

112. The Lien Enforcement Statute does not contain any of the bill of sale requirements as outlined within the RMV's Internal Policy that the towing company shall adhere to.
113. The RMV is impermissibly regulating the towing industry within the Commonwealth and tortiously interfering with the Plaintiffs' businesses via its refusal to process title transfers for involuntarily towed vehicles pursuant to the Lien Enforcement Statute and instead utilizing the RMV's Internal Policy.
114. The RMV's Internal Policy unilaterally expands, adds language and requirements and conflicts with the Lien Enforcement Statute amounting to a usurpation of the legislative process.
115. As of the date of this filing, the RMV is continuing to not process transactions regarding title transfers for involuntarily towed vehicles pursuant to the Lien Enforcement Statute.
116. As a result of the RMV's Internal Policy, which impermissibly adds additional requirements and procedures which are not within the Lien Enforcement Statute, STA members, including those named as co-Plaintiffs, have been left to store vehicles subject to involuntary tows in perpetuity without being able to legally dispose of them.
117. The RMV's Internal Policy contains terms which are unreasonable, arbitrary and capricious.
118. The RMV's Internal Policy will result in irreparable injury, loss, and damage to the Plaintiffs due to the unreasonable, arbitrary and capricious terms contained therein.
119. Separate and apart from the RMV's Internal Policy, the following are some of the reasons given by the RMV to towing companies as to why the title transfers to involuntarily towed vehicles could not be accomplished:
- RMV requiring all original documents and would not accept copies;
 - RMV requiring the tow slip/invoice from towing companies;
 - RMV requiring that the first and second notices sent to the registered owner of the vehicle detail all fees being charged by towing companies;
 - RMV requiring that the letter to the chief of police sent by the towing companies must detail the intent of the tow;
 - RMV requiring that the newspaper publication should have been advertised in the state where the towed vehicle was registered not in the Commonwealth where the towed vehicle was currently being stored;
 - RMV requiring towing companies to show proof in writing from authorizing police department to have vehicle towed;

- RMV requiring towing companies to show proof of registration for vehicles not registered in the Commonwealth;
- RMV refusing to process transaction for towed vehicles with electronic titles or electronic liens; and
- RMV requiring licensed dealers to pay sales tax on vehicle transfers.

120. The Plaintiffs petition this Honorable Court to preliminarily restrain and/or enjoin the RMV from utilizing the RMV's Internal Policy for processing transactions regarding title transfers for involuntarily towed vehicles and Order the RMV to utilize the process outlined in the Lien Enforcement Statute.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendant, and enter the preliminary injunction as requested above.

COUNT II - INJUNCTIVE RELIEF (PERMANENT)

121. The Plaintiffs incorporate herein the allegations contained in paragraphs 1 through 120 as if fully stated herein.

122. On May 20, 2024, the RMV unilaterally enacted the RMV's Internal Policy. A copy of which is attached as Exhibit 1.

123. The RMV's Internal Policy was labeled as "[e]ffective immediately" and contained a litany of provisions and requirements which differed from those enumerated within the Lien Enforcement Statute and which the RMV would now require towing companies to follow in order to effectuate the title transfer of involuntarily towed vehicles.

124. The RMV's Internal Policy unilaterally inserted and adopted the RMV's own additional requirements and procedures placed upon towing companies and purchasers of involuntarily towed vehicles for processing of title transfers for involuntarily towed vehicles that are arbitrary, capricious, unreasonable, impractical and/or not otherwise contained within the Lien Enforcement Statute.

125. Under the RMV's Internal Policy, the RMV inserted a "proof of tow" documentation requirement section which mandates towing companies to provide the RMV with documentation showing the following:

- 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.

See Ex. 1.

126. All of the enumerated items above aside from "Authorizing Officer's name" is already required by the RMV and is incorporated on the RMV's Affidavit of Sale of Involuntarily Towed Vehicle form.
127. In practice, tow companies are not given the name, badge number, or any other identifying information relative to the "Authorizing Officer's name" and some police agencies use third party dispatch companies comprised of non-officers, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
128. The Lien Enforcement Statute does not require the "Authorizing Officer's name" in order to process the title transfer of involuntarily towed vehicles.
129. Under the RMV's Internal Policy as it relates to the first notice to the registered owner of the vehicle, the RMV is now requiring of towing companies that "[t]he date of notice to the customer must be **no more than 7 days** after the tow date." See Ex. 1.
130. The Lien Enforcement Statute does not require that the towing company send out the first notice to the registered owner of the vehicle within seven (7) days.
131. In practice, tow companies may not have the registered owner's name and address within seven (7) days in order to send out the first notice as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
132. Under the RMV's Internal Policy as it relates to the second notice to the registered owner of the vehicle, the RMV is now requiring of towing companies that "[t]he date of notice to the **must be at least 60 days after** the tow company took possession of the vehicle." See Ex. 1.
133. The Lien Enforcement Statute does not require that the towing company send out the second notice to the registered owner of the vehicle within the timeframe outlined by the RMV in the RMV's Internal Policy.
134. In practice, and as identified in paragraph 65 of the within Complaint, if the tow companies have not obtained the registered owner's name and address within the seven (7) day timeframe required by the RMV in order to send out the first notice, the towing company will be unable to comply with the timeframe related to the second notice as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
135. Under the RMV's Internal Policy as it relates to the newspaper publication, the RMV is now requiring of towing companies that "[t]he 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.**" See Ex. 1.

136. The Lien Enforcement Statute does not require that the towing company publish the sale of the vehicle in the newspaper within the timeframe outlined by the RMV in the RMV's Internal Policy.
137. In practice, and as identified in paragraph 65 and 68 of the within Complaint, if the tow companies have been unable to comply with the timeframes required by the RMV in order to send out the first and second notices, the towing company will be unable to comply with the timeframe related to the initial newspaper publication date as required by the RMV in the RMV's Internal Policy, thereby making this requirement difficult, if not impossible, for towing companies to comply with.
138. Under the RMV's Internal Policy as it relates to the bill of sale requirement, the RMV is now requiring of towing companies that "[t]he 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)." See Ex. 1.
139. The Lien Enforcement Statute does not contain any of the bill of sale requirements as outlined within the RMV's Internal Policy that the towing company shall adhere to.
140. The RMV is impermissibly regulating the towing industry within the Commonwealth and tortiously interfering with the Plaintiffs' businesses via its refusal to process title transfers for involuntarily towed vehicles pursuant to the Lien Enforcement Statute and instead utilizing the RMV's Internal Policy.
141. The RMV's Internal Policy unilaterally expands, adds language and requirements and conflicts with the Lien Enforcement Statute amounting to a usurpation of the legislative process.
142. As of the date of this filing, the RMV is continuing to not process transactions regarding title transfers for involuntarily towed vehicles pursuant to the Lien Enforcement Statute.
143. As a result of the RMV's Internal Policy, which impermissibly adds additional requirements and procedures which are not within the Lien Enforcement Statute, STA members, including those named as co-Plaintiffs, have been left to store vehicles subject to involuntary tows in perpetuity without being able to legally dispose of them.

144. The RMV's Internal Policy contains terms which are unreasonable, arbitrary and capricious.

145. The RMV's Internal Policy will result in irreparable injury, loss, and damage to the Plaintiffs due to the unreasonable, arbitrary and capricious terms contained therein.

146. Separate and apart from the RMV's Internal Policy, the following are some of the reasons given by the RMV to towing companies as to why the title transfers to involuntarily towed vehicles could not be accomplished:

- RMV requiring all original documents and would not accept copies;
- RMV requiring the tow slip/invoice from towing companies;
- RMV requiring that the first and second notices sent to the registered owner of the vehicle detail all fees being charged by towing companies;
- RMV requiring that the letter to the chief of police sent by the towing companies must detail the intent of the tow;
- RMV requiring that the newspaper publication should have been advertised in the state where the towed vehicle was registered not in the Commonwealth where the towed vehicle was currently being stored;
- RMV requiring towing companies to show proof in writing from authorizing police department to have vehicle towed;
- RMV requiring towing companies to show proof of registration for vehicles not registered in the Commonwealth;
- RMV refusing to process transaction for towed vehicles with electronic titles or electronic liens; and
- RMV requiring licensed dealers to pay sales tax on vehicle transfers.

147. The Plaintiffs petition this Honorable Court to permanently restrain and/or enjoin the RMV from utilizing the RMV's Internal Policy for processing transactions regarding title transfers for involuntarily towed vehicles and Order the RMV to utilize the process outlined in the Lien Enforcement Statute.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendant and enter the permanent injunction as requested above.

COUNT III – DECLARATORY JUDGMENT

148. The Plaintiffs incorporate herein the allegations contained in paragraphs 1 through 147 as if fully stated herein.

149. An actual controversy has arisen between Plaintiffs and the RMV as to whether the RMV is failing to adhere to the Lien Enforcement Statute as it relates to processing transactions regarding title transfers for involuntarily towed vehicles.

150. Plaintiffs seek a declaratory judgment decreeing that the RMV is failing to adhere to the Lien Enforcement Statute as it relates to processing transactions regarding title transfers for involuntarily towed vehicles.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendant and enter a declaratory judgment as requested above.

COUNT IV – DECLARATORY JUDGMENT

151. The Plaintiffs incorporate herein the allegations contained in paragraphs 1 through 150 as if fully stated herein.

152. An actual controversy has arisen between Plaintiffs and the RMV as to whether the RMV's Internal Policy violates and conflicts with the Lien Enforcement Statute.

153. Plaintiffs seek a declaratory judgment decreeing that the RMV's Internal Policy violates and conflicts with the Lien Enforcement Statute.

WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendant and enter a declaratory judgment as requested above.

COUNT V – DECLARATORY JUDGMENT

154. The Plaintiffs incorporate herein the allegations contained in paragraphs 1 through 153 as if fully stated herein.

155. An actual controversy has arisen between Plaintiffs and the RMV as to whether the RMV's Internal Policy is invalid based upon unreasonable, arbitrary and capricious terms.

156. Plaintiffs seek a declaratory judgment decreeing that the RMV's Internal Policy is invalid based upon unreasonable, arbitrary and capricious terms.


WHEREFORE, the Plaintiffs request that this Honorable Court find in the Plaintiffs' favor and against the Defendant and enter a declaratory judgment as requested above.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable.

Respectfully Submitted,
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.,
By Their Attorneys,

Dated: August 12, 2024



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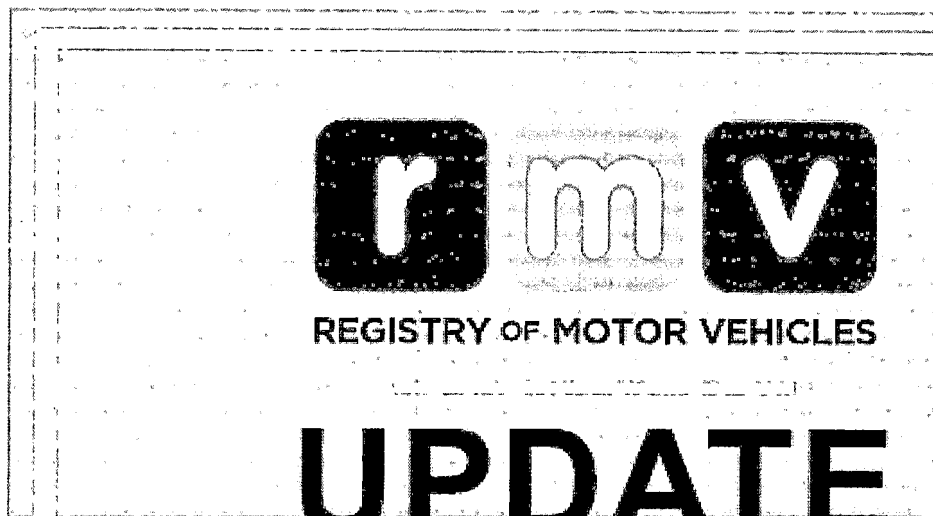
EXHIBIT 1

From: Massachusetts Registry of Motor Vehicles <massdot.donotreply@dot.state.ma.us>
Sent: Monday, May 20, 2024 12:32 PM
To: office@statewidetowing.org
Subject: Title Transfers for Involuntarily Towed Vehicles

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

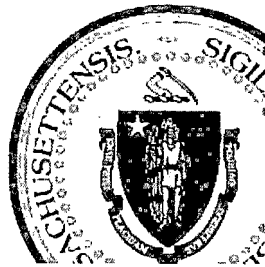
- RTAs for vehicles placed for storage in the care of a garage, parking lot, or other place for the storage of motor vehicles not under the order of law enforcement or other public authority; and
- Court order authorizing the sale of the vehicle. Title transfers from any involuntary tow that was not 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 you partnership.



Massachusetts Registry of Motor Vehicles

The Registry of Motor Vehicles credentials and delivers driver, non-driver, and vehicle 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).



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