

CASE NO. _____

JEFFERSON CIRCUIT COURT
DIVISION _____
JUDGE _____

ELECTRONICALLY FILED

KAREN NDOUR

PLAINTIFFS

and

CHARLES CRUMP

and

RUTH ANN SPENCER

v.

COMPLAINT

SUBURBAN TOWING, INC.
1006 Industrial Blvd.
Louisville, KY 40219

DEFENDANTS

Serve: Steven Goodman
Lynch, Cox, Gilman & Goodman, P.S.C.
500 West Jefferson St., Suite 2100
Louisville, KY 40202

and

RON GLYNN, within his individual capacity
1487 Frankfort Ave.
Louisville, KY 40206

and

RICHARD ISHAM, within his individual capacity
1487 Frankfort Ave.
Louisville, KY 40206

*** **

Come the Plaintiffs, by and through counsel, and for their Complaint for damages
and causes of action against the Defendants herein, hereby state as follows:

INTRODUCTION

Suburban Towing, Inc. (hereinafter “Suburban”) acting with members of Louisville’s Vehicle Impoundment Unit (“VIU”), is consistently towing the vehicles of Louisville citizens in manners which violate state laws and local ordinances. The Plaintiffs are each victims of these practices. Richard Isham and Ron Flynn, both of whom are VIU members, had each of the Plaintiffs’ vehicles towed by Suburban without legal grounds for the same. The Plaintiffs were then charged amounts well above that which is permitted by law and also had their vehicles substantially damaged by Suburban. This is an action for all damages to which the Plaintiffs are entitled due to the Defendants’ unlawful conduct.

PARTIES, JURISDICTION AND VENUE

1. The Plaintiffs were each, at all times relevant herein, residents of Louisville, Jefferson County, Kentucky.
2. The Defendant Suburban is a Louisville based corporation which transacts business in Louisville and has its primary place of business in Louisville.
3. The Defendants Glynn and Isham were, at all times relevant herein, employed by Louisville Metro Government (“Metro”) within the Louisville Metro Police Department’s Vehicle Impoundment Unit as “Tow-in Equipment Operators.” They are each sued within their individual capacities.
4. The incidents giving rise to this action occurred in Jefferson County, Kentucky, and the damages are in excess of the jurisdictional limits of this Court.

FACTS

Suburban Procures City Contract

5. Within the past several years, Louisville has been faced with a growing number of crashed, busted, and abandoned vehicles accumulating upon Louisville roadways.

6. The LMPD Impound has limited capacity and, at all times relevant herein, has been near, at or above capacity.

7. In an effort to mitigate this problem, Louisville Metro Government (“Metro”) issued an RFP for “Supplemental Towing for Louisville Metro Police.”

8. Proposals were accepted until 3:00 p.m. on January 3, 2020.

9. The RFP sought services “to assist in the in the removal, recovery, towing, and storage of vehicles disabled by motor vehicle accidents or mechanical failure.”

10. The RFP stated that the winning bidder “must release vehicles at Louisville/Jefferson County Metro Government/LMPD Vehicle Impoundment Unit (VIU) rate.”

11. The RFP stated that the winning bidder must provide a monthly report of “HOLD” vehicles they have on their lot to LMPD VIU.

12. Suburban submitted a bid under the RFP on December 20, 2019.

13. Metro awarded the contract to Suburban on February 6, 2020, with an effective date of February 7, 2020.

14. Suburban, upon information and belief, has the ability to haul at least 30 vehicles a day for Metro.

15. For one reason or another, the Suburban agreement reached in February of 2020 was slow to accomplish meaningful results in decreasing the number of junked and abandoned vehicles from Louisville roadways.

16. By October of 2020, Metro Council President James stated within his Newsletter to District 6 that there were reportedly over 5,000 abandoned vehicles in Louisville.

17. James also stated at this time that the Council had designated funds for two years in a row for the city to purchase a new towing lot.

18. Upon information and belief, approximately 2 million dollars have been appropriated by the city for the purchase of a new tow lot.

19. Upon information and belief, as of the time of this filing, the city has not purchased a new tow lot.

20. In November of 2020, WDRB reported that the city had reached an agreement with Suburban to tow and store abandoned vehicles.

21. Upon information and belief, no agreements of this nature were reached in November of 2020. Rather, the agreement from February 2020 remained in place.

The Defendants Target Vehicles Which Are Not Disabled

22. Suburban, as a supplemental emergency wrecker provider in Louisville, works in conjunction with VIU members.

23. Defendants Isham and Glynn were, at all times relevant herein, two of these members.

24. Upon information and belief, one reason for the city's lingering abandoned vehicle accumulation is due to the actions of VIU members, including but not limited to the Defendants Glynn and Isham, in instructing Suburban drivers to tow vehicles which do not fall within the scope of those defined in the contract between Suburban and Metro.

25. Isham and Glynn, at all times relevant herein, routinely canvassed various roadways, identifying vehicles which are parked on the side of the road.

26. When canvassing the roadways on behalf of the VIU, Isham and Glynn routinely have a Suburban wrecker on standby.

27. Upon information and belief, the primary purpose of the VIU member canvassing and the presence of the standby Suburban wreckers is to identify disabled and junked vehicles and have them removed to Suburban's impound lot.

28. Pursuant to LMO 72.309, a "junked vehicle" means a vehicle which is inoperative or reasonably appears to be inoperative.

29. Defendants Isham and Glynn, however, routinely collaborate with Suburban to have vehicles towed from Louisville roadways which are neither disabled nor junked.

30. Rather, these Defendants routinely facilitate and perform the tow and impound of vehicles which are lawfully parked and which are fully operative.

*The Defendants Order and Facilitate the Tow of
Operative Vehicles Versus Affixing a Notice of Violation*

31. Defendants Isham and Glynn, at all times relevant herein, were bound by the provisions set forth within KRS 82.610.

32. Pursuant to KRS 82.610, these Defendants were required, when identifying a vehicle parked in violation of a Metro Ordinance where the driver was not present, to conspicuously affix to the vehicle a notice of the parking violation.

33. Pursuant to statute, the notice of the parking violation shall contain in substance the following information:

- a. A statement that the notice represents a determination that a parking violation has been committed by the owner of the vehicle and that the

determination shall be final unless contested as provided in KRS 82.600 to 82.640;

- b. A statement that a parking violation may result in impoundment of the vehicle for which the owner may be liable for a fine and towing, handling and storage charges or fees;
- c. A statement of the specific parking violation for which the citation was issued;
- d. A statement of the monetary penalty established for the parking violation; and
- e. A statement of the options provided in KRS 82.600 to 82.640 for responding to the notice and the procedures necessary to exercise these options.

34. These Defendants may not have a vehicle towed unless the prerequisites of the governing statutes and ordinances are met.

35. Pursuant to LMO § 72.309, a vehicle must be parked for three consecutive days on a public way **and marked with a warning** prior to being deemed abandoned.

36. Upon information and belief, the Defendants Isham and Glynn routinely deem vehicles “abandoned” and have Suburban tow vehicles to Suburban lots without first affixing any notice of violations to the vehicles, let alone confirming that the vehicle was parked for three consecutive days on a public way.

The Defendants Expedite the Tows of Vehicles Which Generate Revenue

37. Upon information and belief, another reason for the city’s lingering abandoned vehicle accumulation is due to Suburban’s decision to tow vehicles which will result in immediate revenue, rather than those truly warranting a tow.

38. Upon information and belief, Suburban is towing between 30-70 vehicles a day at the request and direction of Metro employees.

39. Upon information and belief, a substantial number of these vehicles being towed do not have violations within the scope of the contract between Metro and Suburban.

40. Upon information and belief, it has been common for members of the LMPD VIU, including but not limited to Glynn and Isham, to walk neighborhoods with the presence of a Suburban tow truck nearby.

41. Upon information and belief, the VIU members routinely identify vehicles parked on the streets, run the vehicle tags/registration information, and identify those vehicles which have expired tags or other issues which constituted a violation of state or local law.

42. When violations are identified, VIU members, in conjunction with employees of Suburban, will routinely cite vehicles and have them towed to Suburban the same day, regardless of whether the violation mandates impoundment.

43. Then, the VIU members will mark the vehicles as “junked” on the parking citation in order to give the appearance that the tow and impoundment was justified and lawful.

44. Upon information and belief, many of the vehicles cited by VIU members and towed by Suburban are not abandoned, junked, damaged from an accident, or disabled due to mechanical failure.

45. Common sense dictates that vehicles which are not abandoned, junked, damaged from an accident, or disabled due to mechanical failure are more likely to be recovered from the impound lot than those which are.

46. Upon information and belief, another reason for the tow of vehicles which are not abandoned, junked or otherwise a nuisance is the city's potential to gain financially from the tow.

47. Pursuant to KRS 82.630, a process ensues following a tow where, after a specified period, the vehicle will escheat to the local government.

48. If a vehicle is judged suitable for use after escheating to Metro, Metro may obtain a certificate of registration and ownership for the vehicle from the local county clerk and either use the vehicle for governmental purposes or sell the vehicle at public auction.

49. Upon information and belief, many of the vehicles being driven by LMPD members and other government officials were procured through this process.

50. Common sense dictates that, if the city can assign impounded vehicles suitable for use to government employees, rather than purchasing fleet vehicles for their use, there is a substantial financial gain to be had.

51. Simply put, towing vehicles which are in suitable condition is a win-win for Metro and Suburban: they are more likely to be recovered, resulting in a nice recovery payment from Metro. Those that do not get recovered become the property of Metro, resulting in a vehicle which it may assign to a government employee for whom a vehicle may have otherwise had to be purchased.

The Defendants' Actions Are Financially Detrimental to Many Citizens

52. In order for vehicle owners to recover vehicles from the Suburban impound lot, they must pay fees, including but not limited to those for the towing and storage of the vehicles.

53. These costs are prohibitive for many citizens, especially in light of the unique economic struggles posed by the ongoing global pandemic.

54. Suburban, despite its 24-hour operation, does not permit vehicle owners to pick up vehicles on the weekends.

55. Despite this, Suburban charges vehicle owners a daily storage rate for weekend days.

56. For a citizen whose vehicle is towed to Suburban on a Friday, picking up the vehicle on a Monday will cost around \$200 or more.

57. These costs are not only crippling for many individuals, but they are also above that which is permitted by law.

58. In Louisville, the towing industry is regulated by ordinances which, amongst other things, establish maximum rates for services.

59. Defendant Suburban, at all times relevant herein, was operating as a Supplemental Emergency Wrecker Service under LMO 72.063.

60. That Defendant Suburban, at all times relevant herein while operating as a Supplemental Emergency Wrecker Service, was bound by the towing and custodian care maximum charges imposed by LMO 72.062.

61. That, upon information and belief, Defendant Suburban charged rates to the Plaintiffs which exceeded the maximums of those set forth under LMO 72.062.

62. That, pursuant to LMO 72.062, the maximum charge for a tow of less than an hour is \$85.

63. That, upon information and belief and considering the address of from where their vehicles were towed, the Plaintiffs' tows were less than an hour.

64. That, pursuant to LMO 72.062, the maximum handling charge for a passenger car is \$10.

65. That each of the Plaintiffs' towed vehicles were passenger cars.

66. That, in light of the maximum charges under LMO 72.062, the maximum charge for towing the Plaintiffs' vehicles should have been \$95 (\$85 for the hour of towing plus \$10 for handling).

67. That the Defendant Suburban charged the Plaintiffs each \$137 for the towing.¹

68. That, pursuant to LMO 72.062, the maximum charge for storing a passenger car for the first 7 days is \$10 a day.

69. That the Defendant Suburban charged the Plaintiffs \$14 or more per day for storage.

70. That the Defendant Suburban charged the Plaintiffs each \$5 for a Driveline expense.

71. That the Driveline expense is not permitted by any applicable statute or ordinance.

72. That altogether, each of the Plaintiffs were charged at least \$156 for the towing and first day of storage.

73. That, pursuant to LMO 72.062, the charge for a tow, handling and one day's storage should have been \$105.

¹ Pursuant to LMO 72.062, a supplemental emergency wrecker service may also charge up to \$25 for the use of a dolly type platform. The Suburban trucks did not use a dolly type platform to tow the Plaintiffs' vehicles.

74. That, to the extent the Plaintiffs' vehicles were not considered to be removed by Defendant Suburban as a Supplemental Emergency Wrecker Service in accordance with LMO 72.063, then it was bound by the private tow operator regulations within LMO 115.450 to 115.459.

75. That, pursuant to LMO 115.457, Suburban was required, at all times relevant herein, to provide at the storage yard either an attendant who is on site 24 hours per day, seven days per week, to return vehicles to the owner, operator, driver or authorized designee thereof, upon the payment of towing and storage charges, or provide a conspicuously located and well lighted sign at the storage yard which gives the telephone number where the owner, manager, or attendant of the storage yard may be reached at any time 24 hours per day, seven days per week, so that a towed vehicle may be reclaimed in a minimum amount of time, not to exceed one hour.

76. Suburban, upon information and belief, is open for tow services 24/7.

77. Suburban, however, does not provide a 24/7 option for citizens to recover vehicles towed to and stored at Suburban's lots.

78. Under LMO 115.457, when a vehicle is not on hold, Suburban must make a vehicle available for recovery to the owner within an hour of impound, or otherwise forfeit the towing charges.

79. That, pursuant to LMO 115.451, Defendant Suburban may not charge a calendar day for storage for days that the private tow operator is not open for the vehicle to be released.

80. That the Defendant Suburban is not open on Saturdays and Sundays for vehicles to be released.

81. Upon information and belief, Suburban's hours of operation for a citizen to recover a vehicle are 8:30 a.m. to 3:30 p.m., Monday through Friday.

82. That the Defendant Suburban, at all times relevant herein, charged individuals, including the Plaintiff Crump, a daily rate for storage on Saturdays and Sundays.

83. That, pursuant to LMO 115.451, private tow operators may not charge more than \$138 for the removal of a vehicle and the first 24 hours of storage.

84. That Suburban charged each of the Plaintiffs more than this amount.

85. Upon information and belief, if a citizen recovers his or her vehicle from Suburban the day after the tow, but less than 24 hours from the impound, Suburban charges an additional amount for a second day of storage.

86. In these situations, the charge for the second day is unlawful.

87. That the aforementioned "Driveline DMV" fee for vehicles is not explained or defined by Suburban within its billing.

88. Metro Ordinances do not permit a "Driveline" fee.

89. Under Louisville ordinances, those who violate the tow operating laws shall be liable to the vehicle owner for any amounts actually paid for the tow, transportation, and storage of the vehicle, as well as for any damage to the vehicle resulting therefrom.

90. All citizens charged by Suburban at an amount above that which is permitted by law, including but not limited to the Plaintiffs, are entitled to a full reimbursement for the tow, transportation and storage of the vehicle, as well as for the damage caused to the vehicle.

91. Suburban's rate of \$137 for the tow of passenger cars, \$5 for the "Driveline" and \$14 or more for the first day's storage are above the maximum rates permitted by law in Louisville for both supplemental emergency wrecker services and private towing.²

Suburban is Damaging Vehicles While Towing and Impounding Them

92. As part of Suburban's tow and storage of vehicles, the tow operators and other Suburban employees must exercise due care to maintain the vehicle in a safe condition.

93. Despite this, Suburban employees have failed to exercise this duty of care and have caused damage to multiple vehicles after taking possession of the same.

94. In multiple situations, Suburban has not advised the vehicle owner of the damage and has not taken efforts to repair the damaged vehicles.

95. Suburban is responsible, under these situations, for the damages caused to the vehicles.

96. In situations where the tow was unlawful, yet was ordered as a result of a VIU member's failure to adhere to ministerial duties of acting in compliance with the law, the VIU member's negligence is also a direct and proximate cause of the vehicle damages.

Isham and Glynn Disregard tow priority

97. Pursuant to local ordinance, Metro Government-owned wreckers shall in all respects be given priority over contract wreckers in responding to parking enforcement citations.

² Pursuant to LMO 72.062, a supplemental emergency wrecker service may also charge up to \$25 for the use of a dolly type platform. The Suburban trucks did not use a dolly type platform to tow the Plaintiffs' vehicles and the invoice did not mark a dolly charge.

98. Pursuant to local ordinance, the city may utilize contract wreckers only if, at the time wreckers are required, Metro Government-owned wreckers are in use or otherwise not available.

99. Upon information and belief, VIU members, including but not limited to Glynn and Isham, are routinely accompanied by Suburban wreckers while canvassing neighborhoods for vehicles which they cite for violations and order for towing.

100. Upon information and belief, nothing within the Suburban agreement with Metro grants an exemption permitting Suburban wreckers to be used when Metro wreckers are available.

101. By granting Suburban priority for towing when Metro wreckers are available, Isham and Glynn are causing citizens, including the Plaintiffs, to be charged amounts above that which they would normally be charged from a Metro wrecker tow.

The cumulative results of the Defendants' actions are substantial

102. The results of the Defendants' practices are that innocent citizens are being penalized outside the scope of the law:

- a. Vehicles which should, at most, be subjected to a parking citation and small fine are instead being towed and cited;
- b. Vehicles which are not junked, as defined by ordinance, are being marked as "junked" on parking citations in order to give the appearance that they were within the scope of those which may be towed;
- c. Hundreds, if not thousands, of Louisville residents are being subjected to unlawful towing, impoundment and fees;
- d. Louisville residents are being charged amounts which are above that permitted by law for a tow and impoundment;

- e. Vehicles are being damaged without any repairs or compensation being made for the same;
- f. Suburban is towing vehicles which, under local ordinance, must be towed by city wreckers if such wreckers are available;
- g. Suburban and VIU members, rather than mitigating the wrecked and abandoned vehicle problems permeating the city, are instead facilitating the tow of vehicles which are more likely to be recovered by owners and thus result in payment of charges and fees;
- h. Suburban and VIU members, rather than mitigating the wrecked and abandoned vehicle problems permeating the city, are instead facilitating the tow of vehicles which are operational and in good condition and which are thus more likely to be usable by government employees to drive once escheated to Metro.³

103. Louisville residents have voiced complaints on these matters repeatedly.

My sons car was there from the 2nd till the 4th. We had to make multiple calls the 3rd & the 4th before we were told finally to come get it. Then when we picked it up, it was missing almost \$100 in bills & change he had in there!!!! Of course they said they would look at cameras & get back with us but we haven't heard a word from them yet.

They aren't ticketing these cars, they are just towing them without following their own laws.

³ In many situations, vehicles being assigned to Metro employees have not even had registration and ownership transferred to the city and are thus reflected as still belonging to the owner whose vehicle was impounded.

Ann Porter they tried to tow me the day after my sons funeral.

Ann Porter no ticket was issued, no warning was given.

My son literally thought it was stolen and was calling everyone to try and find out what to do when he was told that Suburban had his car.

Ann Porter my son's temp tag was on and was not expired, issued by the State of Indiana. That officer called them "bogus"!

They are NOT bogus!

Ann Wilson-Mcnally yea, I know exactly what they are doing. Why would they tow abandoned vehicles, there's no money to be made off of them?!? I know a bunch of us in the Southend blew up MC phone lines and have even reached out to state representatives. No warnings are being given, tickets, nothing.

They did that to me, I thought my car was stolen

104. Many residents are frustrated by the fact that, while vehicles in sound condition are being towed without notice, actual junked vehicles continue to linger on Louisville roadways for months.

Ann Wilson-Mcnally yea they're towing the daily driven cars but won't tow the cars that have actually been dumped and left for weeks upon weeks!

LMPD contractor Suburban Towing is stealing cars that are legally parked/registered, damaging them in many cases, and then with the backing of the city, are blackmailing the owners of these vehicles with the tow and lot fees. Meanwhile, actual wrecked and abandoned cars still sit around the city for extended amounts of time. If it's still there today, as an experiment, I am going to call Metro Call about the badly wrecked Mustang that was pushed off of Algonquin Pkwy to a side st. I'm curious how long it will be there.

Prime example. This car has been there for at least a year or more it has a sticker on it like it was going to be towed within the week and that was about six months ago.



There's been a Toyota in a ditch off Hurstbourne by my house for almost 3 months now!

Shit there's been a Chevy blazer on international dr in riverport for 3 months...

Charles Crump is a Victim of the Defendants' Unlawful Actions

105. On January 15, 2021 Charles Crump's vehicle was lawfully parked on Vine Street in Louisville, KY.

106. Mr. Crump's vehicle had a valid and current Indiana Temporary Tag.



107. Mr. Crump's vehicle had been parked in the location on the street for less than 15 hours.

108. Mr. Crump's vehicle was in sound mechanical condition.

109. Mr. Crump's vehicle had no damage.

110. While Mr. Crump's vehicle was lawfully parked on January 15, 2021, Defendant Isham was canvassing the area with a Suburban wrecker on standby.

111. Isham identified Mr. Crump's vehicle.

112. Isham cited Mr. Crump's vehicle for the violation "Vehicle Junked On Public Way."

113. Mr. Crump's vehicle was not junked.

114. Isham noted that Mr. Crump's vehicle had a "Bogus Temp Tag."

115. Mr. Crump's vehicle did not have a bogus temp tag.

116. Isham had the vehicle towed by Suburban.

117. Suburban towed the vehicle to their own lot.

118. January 15, 2021 was a Friday.

119. Mr. Crump was not permitted by Suburban to pick up his vehicle on the Friday after 3:30 pm, the following Saturday, or the Sunday.

120. Mr. Crump, when he picked up his vehicle on January 18, was charged storage for the Friday, Saturday, Sunday and Monday.

121. Mr. Crump's vehicle, when picked up by Mr. Crump, had damage to the emergency brake.

122. Mr. Crump's vehicle, when picked up by Mr. Crump, had damage to the engine.

123. This damage was not present prior to Suburban loading and towing the vehicle.

124. Upon information and belief, Mr. Crump's vehicle was one of more than 50 vehicles towed to Suburban's lot on January 15, 2020.

125. When Mr. Crump went to pick up his vehicle, a person working for Suburban advised that more than 70 vehicles had been towed to the lot on that particular day.

126. Mr. Crump's vehicle was unlawfully towed, he was charged unlawful amounts to recover the vehicle and his vehicle was negligently damaged.

Ruth Ann Porter is a victim of the Defendants' Unlawful Actions

127. Ruth Ann Porter lawfully parks her vehicle on the street adjacent to her residence.

128. Her vehicle, at all times relevant herein, was in sound mechanical condition.

129. Ms. Porter's vehicle, at all times relevant herein, was the only method of transportation for her and her children.

130. Ms. Porter lives in an area of Louisville which is prone to criminal activity.

131. Twice in the past, Ms. Porter's tags were taken from her vehicle.

132. As a result of that, Ms. Porter, when she obtained a temporary tag for her vehicle, removed it nightly to keep it from being taken.

133. On January 11, 2021, Ms. Porter removed her tags before going to bed.

134. Early the following morning, Ms. Porter was awoken by the sounds of a truck outside her home.

135. Ms. Porter looked out the window and observed her vehicle being loaded onto a Suburban flatbed tow truck.

136. Ms. Porter immediately went outside, where she was met by the Defendant Isham.

137. Ms. Porter's vehicle had been lawfully parked and was not damaged prior to Isham's arrival.

138. Isham advised Ms. Porter that her vehicle was being towed due to not having tags.

139. Isham indicated that he had seen the car the morning before and would have towed it at that time, had another car not been parked very closely to it.

140. Despite this, Isham had not affixed a notice of violation to Ms. Porter's vehicle the prior day.

141. Neither Isham nor anyone else from Metro cited the car for any violations within the three days leading up to January 12, 2021.

142. Despite Ms. Porter coming out and confirming with Isham that the vehicle was registered, Isham and Suburban proceeded with the tow.

143. Isham cited Ms. Porter's vehicle for the violation "Vehicle Junked on Public Way."

144. Ms. Porter's vehicle was not junked.

145. Ms. Porter had to borrow money from family to recover the vehicle.

146. When Ms. Porter went to Suburban on January 15, she was charged \$198.00 to recover the vehicle.

147. These charges included \$137 for the service call/tow.

148. Upon information and belief, there was no true service call; rather, the truck was on standby for Isham while Isham identified vehicles for a tow.

149. Ms. Porter was charged \$5 for a “Driveline” DMV fee.

150. Ms. Porter was charged for four days of storage.

151. When Ms. Porter went to recover her vehicle from the Suburban impound lot, it was damaged in the front end with another vehicle backed into it.



152. Ms. Porter was advised at Suburban that an average of 50 vehicles are being towed to their lots for the city each day.

153. Ms. Porter's vehicle was unlawfully towed, she was charged unlawful amounts to recover the vehicle and her vehicle was negligently damaged.

Karen Ndour is a victim of the Defendants' Unlawful Actions

154. The Plaintiff, Karen Ndour, is the owner of a 2014 Fiat.

155. On January 26, 2021 the vehicle was lawfully parked in front of her daughter's home at 400 N. 27th Street.

156. Vehicles are legally permitted to park on the roads in front of the residences in this stretch of roadway.

157. The residences in these areas do not have driveways.

158. At no time prior to January 26, 2021 was any notice affixed to Karen's vehicle identifying parking violations.

159. The vehicle had some damage to the front right bumper which needed repairs.



160. There is no driveway to the home.

161. Thus, the only place to park it is on the road next to the home.

162. The vehicle's damage was not visible to anyone driving on the road.



163. The vehicle was not a public nuisance.
164. The vehicle was not parked in violation of any city ordinances.
165. Nobody from Metro conspicuously affixed to the vehicle a notice of a parking violation.
166. The vehicle was not “junked”.
167. Despite this, and without notice, Defendant Glynn cited the vehicle as “junked on a public way” and had it towed by Suburban.
168. Suburban, who had trucks on standby in the neighborhood with Glynn, towed the vehicle to their impound lot.
169. When Karen went to obtain the vehicle on January 28, she was charged \$184. This included \$137 for the tow and \$5 for a “Driveline KY DMV” charge, as well as storage fees.
170. When Karen recovered her vehicle, it had been substantially damaged.



171. Karen's vehicle was unlawfully towed, she was charged unlawful amounts to recover the vehicle and her vehicle was negligently damaged.

COUNT I: NEGLIGENCE (SUBURBAN)

172. Plaintiffs adopt and reiterate each and every allegation as if set forth fully herein and incorporate the same by reference.

173. Defendant Suburban had a duty to exercise due care in the tow and storage of the Plaintiffs' vehicles.

174. The Defendant Suburban failed to exercise due care in the tow and storage of the Plaintiffs' vehicles.

175. The Defendant Suburban's failure to exercise due care resulted in damage to the Plaintiffs' vehicles.

176. The Defendant Suburban's failure to exercise due care resulted in property damage to the Plaintiffs' vehicles, diminution of value of the Plaintiffs' vehicles, and loss of use of the Plaintiffs' vehicles.

COUNT II: VIOLATIONS OF KRS 115.141, METRO ORDINANCES 72.062, 72.063 and METRO ORDINANCES 115.450 to 115.459 (SUBURBAN)

177. Plaintiffs adopt and reiterate each and every allegation as if set forth fully herein and incorporate the same by reference.

178. That, pursuant to KRS 466.070, “[a] person injured by the violation of any statute may recover from the offender such damages as [s]he sustained by reason of the violation, although a penalty or forfeiture is imposed for such violation.”

179. That pursuant to KRS 446.070, Plaintiffs suffered damages which were a direct and proximate result of Defendant Suburban’s statutory violations.

180. That Defendant Suburban, at all times relevant herein, was operating as a Supplemental Emergency Wrecker Service under LMO 72.063.

181. That Defendant Suburban, at all times relevant herein, was bound by the towing and custodian care maximum charges imposed by LMO 72.062.

182. That, upon information and belief, Defendant Suburban charged rates to the Plaintiffs which exceeded the maximums of those set forth under LMO 72.062.

183. That, to the extent the Plaintiffs’ vehicles were not considered to be removed by Defendant Suburban as a Supplemental Emergency Wrecker Service in accordance with LMO 72.063, then Suburban was bound by the private tow operator regulations within LMO 115.450 to 115.459, yet charged rates above those which are permitted within these ordinances.

184. That the Defendant Suburban is not open on Saturdays and Sundays for vehicles to be released.

185. That the Defendant Suburban charged the Plaintiff Crump for Saturday and Sunday storage.

186. That Suburban does not comply with ordinances requiring the company, at all times relevant herein, to provide at the storage yard either an attendant who is on site 24 hours per day, seven days per week, to return vehicles to the owner, operator, driver or authorized designee thereof, upon the payment of towing and storage charges, or provide a conspicuously located and well lighted sign at the storage yard which gives the telephone number where the owner, manager, or attendant of the storage yard may be reached at any time 24 hours per day, seven days per week, so that a towed vehicle may be reclaimed in a minimum amount of time, not to exceed one hour.

187. That the statutes and ordinances herein were enacted to prevent the types of harms caused by the Defendant Suburban to the Plaintiffs.

188. That the Defendant Suburban's failure to comply with these statutes and ordinances was negligence per se.

189. That in addition to the above violations, the Plaintiffs reserve the right to allege additional violations as they are revealed through the course of discovery.

190. That the Defendant Suburban's failure to comply with these statutes was deliberate, willful and oppressive towards the Plaintiffs.

191. That the Defendant Suburban's failure to comply with these statutes was intentional, deceptive, misrepresentative, and made with the intention of causing financial harm to the Plaintiffs.

192. That the Defendant Suburban profited immensely as a result of its misconduct.

193. That the Defendant Suburban's misconduct has been ongoing and without remedial measures.

194. That the duration of the Defendant Suburban's misconduct and concealment of its actions has been substantial.

195. That punitive damages are necessary to punish and deter this conduct.

196. That the Plaintiffs are each entitled to damages from Suburban for the company's violations of statutes and ordinances, including but not limited to the amounts charged for the recovery of their vehicles, attorney fees and punitive damages.

COUNT III: CONSUMER PROTECTION VIOLATIONS (SUBURBAN)

197. Plaintiffs adopt and reiterate each and every allegation as if set forth fully herein and incorporate the same by reference.

198. Pursuant to KRS 367.170, it is unlawful to engage in unfair, false, misleading, and deceptive acts or practices in the conduct of any trade or commerce.

199. Defendant Suburban's actions, as described herein towards the Plaintiffs, were false, unfair, misleading and deceptive in violation of KRS 367.170.

200. The Plaintiffs are entitled to damages associated with the Defendant Suburban's violations of KRS 367.170, including but not limited to those for punitive damages and attorney fees.

COUNT IV: VIOLATIONS OF KRS 82.600 - 82.640 AND METRO ORDINANCES 72.039 AND 72.123 (ISHAM AND GLYNN)

201. Plaintiffs adopt and reiterate each and every allegation as if set forth fully herein and incorporate the same by reference.

202. That, pursuant to KRS 466.070, "[a] person injured by the violation of any statute may recover from the offender such damages as [s]he sustained by reason of the violation, although a penalty or forfeiture is imposed for such violation."

203. That pursuant to KRS 446.070, Plaintiffs Crump and Porter suffered damages which were a direct and proximate result of the Defendant Isham's violations of statutes and ordinances.

204. That pursuant to KRS 446.070, Plaintiff Ndour suffered damages which were a direct and proximate result of the Defendant Glynn's violations of statutes and ordinances.

205. That, pursuant to LMO 72.121, Defendants Isham and Glynn were required to comply with the procedures set forth in KRS 82.600 through 82.640 when citing the Plaintiffs for parking violations.

206. The actions of Defendants Isham and Glynn's actions, as described herein, were in violation of these statutes.

207. The Defendants Isham and Glynn failed to conspicuously affix to the vehicles of the Plaintiffs a notice of the parking violations for which they were cited.

208. The Defendants Isham and Glynn ordered for the Plaintiffs vehicles to be towed without providing the statutorily required notice.

209. The Defendant Isham and Glynn's actions, as described herein, were in violation of LMO 72.039.

210. That, pursuant to LMO 72.039, a vehicle parked in one place upon a public way for three consecutive days, after being marked with a warning, shall be deemed abandoned and shall be subject to all existing regulations of Metro Government pertaining to motor vehicles.

211. That, at all times relevant herein, the Plaintiffs' vehicles were ordered to be towed by the Defendants Isham and Glynn prior to being marked with the warning as required by LMO 72.039.

212. The Defendant Isham and Glynn's actions, as described herein, were in violation of LMO 72.123.

213. That, pursuant to LMO 72.123, if any motor vehicle is found parked, standing or stopped in violation of parking ordinance enacted by Metro Government, the vehicle may be cited for the appropriate parking violation. The citing officer shall note the vehicle's registration number and any other information concerning the vehicle that will identify it and, if the driver is not present, shall conspicuously affix to the vehicle a notice of the parking violation.

214. That, at all times relevant herein, the Plaintiffs' vehicles were ordered to be towed by the Defendants Isham and Glynn prior to being marked with the warning as required by LMO 72.123.

215. That the Defendants Isham and Glynn did not, at any time relevant herein, affix a notice of the parking violation to the vehicles of the Plaintiffs.

216. That the Defendants Isham and Glynn, at all times relevant herein, designated the vehicles as "junked" in order to circumvent the notice requirements.

217. That, when the Defendants Isham and Glynn ordered the tow of the Plaintiffs' vehicles herein, none of the Plaintiffs' vehicles were "abandoned" or "junked" as defined by any applicable statutes or ordinances.

218. That the actions Defendants Isham and Glynn, in citing the Plaintiffs' vehicles as "junked", were false, misleading, deceptive, unfair and in deliberate violation of governing statutes and ordinances.

219. That the statutes and ordinances violated by Isham and Glynn were enacted to prevent the type of harms caused to the Plaintiffs herein.

220. That Isham's and Glynn's failures to comply with these statutes and ordinances was negligence per se.

221. That the Plaintiffs each suffered economic losses due to this conduct.

222. That in addition to the above violations, the Plaintiffs reserve the right to allege additional violations as they are revealed through the course of discovery.

223. That Isham's and Glynn's obligations to comply with statutes and ordinances were ministerial.

224. That Isham's and Glynn's actions were in bad faith and were deliberately indifferent to the rights afforded to the Plaintiffs under the governing statutes and ordinances.

225. That Isham's and Glynn's failures to comply with these statutes was deliberate, willful and oppressive towards the Plaintiffs.

226. That Isham's and Glynn's failure to comply with these statutes was intentional, deceptive, misrepresentative, and made with the intention of causing financial harm to the Plaintiffs.

227. That the actions of the Defendants Isham and Glynn were motivated by personal financial gain.

228. That the misconduct of the Defendants Isham and Glynn has been ongoing and without remedial measures.

229. That the duration of the misconduct by the Defendants Isham and Glynn has been substantial.

230. That the Defendant Isham is liable to the Plaintiffs Crump and Porter for damages, including but not limited to the charges for towing, storage, and recovery of

their vehicles, loss of use of their vehicles, property damage to their vehicles, and diminution in value of their vehicles.

231. That the Defendant Glynn is liable to the Plaintiff Ndour for damages, including but not limited to the charges for towing and recovery of her vehicle, loss of use of her vehicle, property damage to her vehicle, and diminution in value of her vehicle.

232. That punitive damages are necessary from Defendants Isham and Glynn to punish and deter this conduct.

COUNT V: DECLARATION OF RIGHTS

233. Plaintiffs adopt and reiterate each and every allegation as if set forth fully herein and incorporate the same by reference.

234. Pursuant to KRS 418.040, an actual controversy exists for which the Plaintiffs seek a declaration of rights from the Court.

235. Pursuant to KRS 418.045, the Plaintiffs' rights are affected by the interpretation and applicability of statutes and ordinances.

236. A controversy exists between the parties as it relates to the maximum amounts which may charged by Suburban Towing.

237. A controversy exists as to whether Suburban Towing, at all times relevant herein, was acting in the capacity of a private towing company or as a supplemental emergency wrecker service for Louisville Metro.

238. If Suburban, at all times relevant herein, was acting as a supplemental emergency wrecker service, an actual controversy exists as to whether the remedies afforded to citizens under Louisville Metro Ordinances 115.450 to 115.459 applied to the Plaintiffs.

239. An actual controversy exists as to whether Suburban was required, by way of local ordinance or otherwise, at all times relevant herein, to provide at the storage yard either an attendant who is on site 24 hours per day, seven days per week, to return vehicles to the owner, operator, driver or authorized designee thereof, upon the payment of towing and storage charges, or provide a conspicuously located and well lighted sign at the storage yard which gives the telephone number where the owner, manager, or attendant of the storage yard may be reached at any time 24 hours per day, seven days per week, so that a towed vehicle may be reclaimed in a minimum amount of time, not to exceed one hour.

240. An actual controversy exists as to whether Suburban was permitted, by way of local ordinance or otherwise, to charge the Plaintiffs a Driveline Fee.

241. An actual controversy exists as to whether Suburban, pursuant to LMO 115.457 or otherwise, was required make a vehicle available for recovery to the owner within an hour of impound or otherwise forfeit the towing charges.

242. That an actual controversy exists as to whether Suburban, pursuant to LMO 115.451 or otherwise, was permitted to charge a calendar day for storage for days that it was not open for the vehicle to be released.

243. That an actual controversy exists as to whether Suburban, pursuant to ordinance or otherwise, charged the Plaintiffs amounts over those permitted by ordinance and are thus required to refund the Plaintiffs any amounts actually paid for the tow, transportation, and storage of the vehicle.

244. That the Plaintiffs continue to suffer financial harms pending a determination of these questions and a declaration as to their respective rights.

WHEREFORE, the Plaintiffs, by counsel, demand as follows:

1. That the clerk of this Court issue Summons to the Defendants herein.
2. Judgment against Defendant Suburban Towing in favor of each Plaintiff for all compensatory and exemplary damages to which each is entitled.
3. Judgment against Defendant Richard Isham in favor of Plaintiffs Charles Crump and Ruth Ann Porter for all compensatory and exemplary damages to which they are each entitled.
4. Judgment against Ron Glynn in favor of Plaintiff Karen Ndour for all compensatory and exemplary damages to which she is entitled.
5. Pre-judgment and post judgment interest.
6. Attorney fees.
7. Costs expended.
8. All just and proper relief to which Plaintiffs may appear entitled, including but not limited to:
 - a. The right to amend this Complaint.
 - b. The right to pursue this action as class representatives on behalf of a class of individuals who are numerous, ascertainable and have common and typical claims, and to seek certification of an action on their behalf should discovery identify just cause for the same.
 - c. The right to seek injunctive relief restricting or preventing further unlawful tows, impoundments and rate charges of the nature described herein.

Respectfully Submitted,

SAM AGUIAR INJURY LAWYERS, PLLC

/s/ Sam Aguiar

Sam Aguiar

Jonathan B. Hollan

1201 Story Avenue, Suite 301

Louisville, KY 40206

Telephone: (502) 813-8902

Facsimile: (502) 491-3946

sam@kylawoffice.com

jhollan@kylawoffice.com

Counsel for Plaintiffs

CASE NO. _____

JEFFERSON CIRCUIT COURT
DIVISION _____
JUDGE _____

ELECTRONICALLY FILED

KAREN NDOUR

PLAINTIFFS

and

CHARLES CRUMP

and

RUTH ANN SPENCER

v. **PLAINTIFFS' NOTICE OF ELECTION OF ELECTRONIC SERVICE**

SUBURBAN TOWING, INC.

DEFENDANTS

*** **

Come the Plaintiffs, by counsel, pursuant to CR 5.02(2), and hereby give notice that counsel for Plaintiffs elect to effectuate and receive service of documents via electronic means.

The undersigned counsel agrees to accept electronic service at the following addresses:

jhollan@kylawoffice.com
sam@kylawoffice.com
pleadings@kylawoffice.com

Pursuant to CR 5.02(2), all Parties are requested to promptly provide counsel for Plaintiffs with an electronic address at which they may be served with documents via electronic means.

Respectfully Submitted,

SAM AGUIAR INJURY LAWYERS, PLLC

/s/ Sam Aguiar

Sam Aguiar
Jonathan B. Hollan
1201 Story Avenue, Suite 301
Louisville, KY 40206

Telephone: (502) 813-8902
Facsimile: (502) 491-3946
sam@kylawoffice.com
jhollan@kylawoffice.com
Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Plaintiffs' Notice of Election of Electronic Service was filed with the Complaint and Summons in this action and a request made of the Circuit Clerk that the discovery be served with the Complaint and Summons to all named Defendants.

/s/ Sam Aguiar
Counsel for Plaintiffs

CASE NO. _____

JEFFERSON CIRCUIT COURT
DIVISION _____
JUDGE _____

ELECTRONICALLY FILED

KAREN NDOUR

PLAINTIFFS

and

CHARLES CRUMP

and

RUTH ANN SPENCER

v. **PLAINTIFFS' FIRST SET OF INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS PROPOUNDED TO DEFENDANT
SUBURBAN TOWING, INC.**

SUBURBAN TOWING, INC., et al.

DEFENDANTS

*** **

Pursuant to CR 26, 33 and 34, the Plaintiffs submit their First Set of Interrogatories and Requests for Production of Documents to Defendant Suburban Towing, Inc. Defendant is to serve responses to these Discovery Requests within forty-five (45) days from the date they were served.

DEFINITIONS

As used herein, the following words have the following meanings:

- A. "Plaintiffs" mean Karen Ndour, Charles Crump, and Ruth Ann Spencer.
- B. "Defendant" means Suburban Towing, Inc., unless the individual request indicates otherwise.

C. “You,” or “your” means Suburban Towing, Inc., and, unless the individual request indicates otherwise, anyone acting on the Suburban Towing’s behalf, including but not limited to your attorneys.

D. “Document” refers to any original written, typewritten, handwritten, printed or recorded material, including but not limited to digital form, as well as all media, discs, non-duplicate copies and transcripts thereof, now or at any time in your possession, custody, control or which you may reasonably obtain; and, without limiting the generality of the foregoing definition, but for the purpose of illustration only, “document” includes emails, social media communications and postings, text messages, voicemails, call recordings, cloud hosted documents, notes, correspondence, written statements, affidavits, memoranda, business records, diaries, calendars, address and telephone records, photographs, other recorded media, computer files, electronic files, financial mail, financial statements and records.

E. “Produce” means to electronically deliver copies of all documents to Plaintiff’s counsel of record with a certification of authenticity of the documents. “Produce” also means to produce documents in original and unaltered forms, without cropping, redactions, alterations, meta-data scrubs or any other form which would alter the integrity and accuracy of the original documents and associated data. For documents which Defendant does not possess as electronically stored information, Defendant should produce the documents in an Adobe Acrobat Portable Document Format (.pdf) format file.

F. Without limitation of the term “control,” a document is deemed to be in your control if you have the right to secure the document or a copy thereof from another person or public or private entity having actual possession thereof. If a document is

responsive to a request for identification or production and is in your control, but is not in your possession or custody, identify the person with possession or custody. If any document was, but is no longer, in your possession or subject to your control, state what disposition was made of it, by whom, and the date or dates or approximate date or dates on which such disposition was made, and why.

G. With respect to a natural person, “identify” means to state the person’s full name, present or last known home and business address and phone number.

H. With respect to any entity other than a natural person, “identify” means to state the full name, present or last known address of the principal place of business, and type (e.g., corporation, partnership, unincorporated association) of such entity.

I. With respect to a document, “identify” means to state, without limitation, the author(s), recipient(s), date, present or last known location, or custodian, title, type (e.g., letter, memorandum, telegram, article, chart, computer disk or tape, photograph) and subject matter of said document.

INTERROGATORIES

INTERROGATORY NO. 1: Identify the following:

- a. The names and titles of your employees and agents who transported the vehicles of Ruth Ann Porter, Karen Ndour, and Charles Crump.
- b. Whether these employees have, within the past two years, received any compensation which is job-based (for example, an amount paid to them for each individual tow job) and, if so, the rate of compensation for each job.

ANSWER:

INTERROGATORY NO. 2: Identify whether you were operating as a Supplemental Emergency Wrecker Service at the time of your tows and impoundments of the vehicles of Ruth Ann Porter, Karen Ndour and Charles Crump. If so, identify the maximum rates which you believe you were permitted to charge for the tows and impoundments, along with your factual bases for the same.

ANSWER:

INTERROGATORY NO. 3: Identify the number of vehicles you towed and impounded for the city of Louisville for each month of 2020, along with January of 2021.

ANSWER:

INTERROGATORY NO. 4: Identify and describe the “Driveline” charges which were charged to the Plaintiffs. Within your response, identify the basis for the charge and the work associated with the actions giving rise to the charge.

ANSWER:

INTERROGATORY NO. 5: Identify and describe the \$137 service call/tow charges which were charged to the Plaintiffs. Within your response, identify all actions and services which fall within the scope of that charge.

ANSWER:

INTERROGATORY NO. 6: Identify and describe the storage charges which were charged to the Plaintiffs. Within your response, identify whether these charges were in excess of the maximum charges allowed to be charged by supplemental emergency wrecker providers in Louisville actions and, if so, any facts supporting your contentions that you were not bound by the ordinances imposing those maximum charges.

ANSWER:

INTERROGATORY NO. 7: Identify, with specificity, all compensation you have received from the Louisville Metro Government since 2018 in relation to any of the following:

- a. Impoundment
- b. Storage
- c. Towing
- d. Labor
- e. Auction Proceeds
- f. Purchases
- g. Equipment

ANSWER:

INTERROGATORY NO. 8: Identify, with specificity, all invoices you or someone acting on your behalf have submitted to Louisville Metro Government since 2018 in relation to any of the following:

- a. Impoundment
- b. Storage
- c. Towing
- d. Labor
- e. Auction Proceeds
- f. Purchases
- g. Equipment

ANSWER:

INTERROGATORY NO. 9: Identify, with specificity, the reasons for writing “LID” (Louisville Impound Department) in the Payor Section of Plaintiff Porter’s Receipt.

ANSWER:

INTERROGATORY NO. 10: Identify, with specificity, the reasons why you do not include a “start time” and “finished time” on the Plaintiffs’ receipts.

ANSWER:

INTERROGATORY NO. 11: Identify and describe all reasons why you charged for the storage of Plaintiff Crump’s vehicle on the weekend. If you contend that the Plaintiff Crump was free to come and pick up his vehicle on the weekend, please identify the manners by which he would have needed to do so.

ANSWER:

INTERROGATORY NO. 12: Identify all individuals of which you are aware who have knowledge which is relevant to this case, along with the contents of the knowledge.

ANSWER:

INTERROGATORY NO. 13: Identify all expert witnesses who you intend to call at trial, along with the CR 26.02(4)(a)(i) specific information on each of the following:

- a. The subject matter on which the expert is expected to testify;
- b. The substance of the facts and opinions to which the expert is expected to testify; and
- c. A summary of the grounds for each opinion.

ANSWER:

INTERROGATORY NO. 14: Identify all witnesses and exhibits you intend to present at trial.

ANSWER:

INTERROGATORY NO. 15: Identify all individuals who participated in the preparation of your responses to the Interrogatories and Requests for Production herein.

ANSWER:

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Produce records of all compensation you have received from the Louisville Metro Government since 2018 in relation to any of the following:

- a. Impoundment
- b. Storage
- c. Towing
- d. Labor
- e. Auction Proceeds
- f. Purchases
- g. Equipment

RESPONSE:

REQUEST NO. 2: Produce all invoices you or someone action on your behalf have submitted to Louisville Metro Government since 2018 in relation to any of the following:

- a. Impoundment
- b. Storage
- c. Towing
- d. Labor

- e. Auction Proceeds
- f. Purchases
- g. Equipment
- h. Anything else in relation to services rendered by you

RESPONSE:

REQUEST NO. 3: Produce the compensation structure for your drivers who towed the Plaintiffs' vehicles.

RESPONSE:

REQUEST NO. 4: Produce the schedules, pay records, and timecards from November 2020 to present for your drivers who towed the Plaintiffs' vehicles.

RESPONSE:

REQUEST NO. 5: Produce the records of all tows and impoundments made by you for Louisville Metro since 2018.

RESPONSE:

REQUEST NO. 6: Produce copies of all parking citations for vehicles towed and impounded by you for Louisville Metro since January 2018.

RESPONSE:

REQUEST NO. 7: Produce copies of all records of property damage caused by you to vehicles which were towed and impounded by you for Louisville Metro since February of 2019.

RESPONSE:

REQUEST NO. 8: Produce copies of all invoices since 2018 in which you have charged a "Driveline" fee.

RESPONSE:

REQUEST NO. 9: Produce copies of all invoices since 2018 in which you have charged for storing a vehicle on weekend days.

RESPONSE:

REQUEST NO. 10: Produce copies of all invoices since 2018 in which you have charged more than \$10 a day for storage of vehicles which were towed and impounded by you for Louisville Metro.

RESPONSE:

REQUEST NO. 11: Produce copies of all invoice since 2018 in which you have charged more than \$95 for the service call/tow of vehicles which were towed and impounded by you for Louisville Metro.

REQUEST NO. 12: Produce all records for compensation paid by you or someone action on your behalf to Richard Isham, Ron Glynn, and any other members of LMPD since 2018.

RESPONSE:

Respectfully Submitted,

SAM AGUIAR INJURY LAWYERS, PLLC

/s/ Sam Aguiar

Sam Aguiar
Jonathan B. Hollan
1201 Story Avenue, Suite 301
Louisville, KY 40206
Telephone: (502) 813-8902
Facsimile: (502) 491-3946
sam@kylawoffice.com
jhollan@kylawoffice.com
Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Plaintiffs' First Set of Interrogatories and Request for Production of Documents Propounded to Defendant, Suburban Towing, Inc., was filed with the Complaint and Summons in this action and a request made of the Circuit Clerk that the discovery be served with the Complaint and Summons to all named Defendants.

/s/ Sam Aguiar
Counsel for Plaintiffs

CASE NO. _____

JEFFERSON CIRCUIT COURT
DIVISION _____
JUDGE _____

ELECTRONICALLY FILED

KAREN NDOUR

PLAINTIFFS

and

CHARLES CRUMP

and

RUTH ANN SPENCER

v. **PLAINTIFFS' FIRST SET OF INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS PROPOUNDED TO DEFENDANT
RICHARD ISHAM**

SUBURBAN TOWING, INC., et al.

DEFENDANTS

*** **

Pursuant to CR 26, 33 and 34, the Plaintiffs submit their First Set of Interrogatories and Requests for Production of Documents to Defendant Suburban Towing, Inc. Defendant is to serve responses to these Discovery Requests within forty-five (45) days from the date they were served.

DEFINITIONS

As used herein, the following words have the following meanings:

- A. "Plaintiffs" mean Karen Ndour, Charles Crump, and Ruth Ann Spencer.
- B. "Defendant" means Richard Isham, unless the individual request indicates otherwise.
- C. "You," or "your" means Richard Isham and, unless the individual request indicates otherwise, anyone acting on your behalf.

D. “Document” refers to any original written, typewritten, handwritten, printed or recorded material, including but not limited to digital form, as well as all media, discs, non-duplicate copies and transcripts thereof, now or at any time in your possession, custody, control or which you may reasonably obtain; and, without limiting the generality of the foregoing definition, but for the purpose of illustration only, “document” includes emails, social media communications and postings, text messages, voicemails, call recordings, cloud hosted documents, notes, correspondence, written statements, affidavits, memoranda, business records, diaries, calendars, address and telephone records, photographs, other recorded media, computer files, electronic files, financial mail, financial statements and records.

E. “Produce” means to electronically deliver copies of all documents to Plaintiff’s counsel of record with a certification of authenticity of the documents. “Produce” also means to produce documents in original and unaltered forms, without cropping, redactions, alterations, meta-data scrubs or any other form which would alter the integrity and accuracy of the original documents and associated data. For documents which Defendant does not possess as electronically stored information, Defendant should produce the documents in an Adobe Acrobat Portable Document Format (.pdf) format file.

F. Without limitation of the term “control,” a document is deemed to be in your control if you have the right to secure the document or a copy thereof from another person or public or private entity having actual possession thereof. If a document is responsive to a request for identification or production and is in your control, but is not in your possession or custody, identify the person with possession or custody. If any document was, but is no longer, in your possession or subject to your control, state what

disposition was made of it, by whom, and the date or dates or approximate date or dates on which such disposition was made, and why.

G. With respect to a natural person, “identify” means to state the person’s full name, present or last known home and business address and phone number.

H. With respect to any entity other than a natural person, “identify” means to state the full name, present or last known address of the principal place of business, and type (e.g., corporation, partnership, unincorporated association) of such entity.

I. With respect to a document, “identify” means to state, without limitation, the author(s), recipient(s), date, present or last known location, or custodian, title, type (e.g., letter, memorandum, telegram, article, chart, computer disk or tape, photograph) and subject matter of said document. Defendant is requested to identify all such documents, things or information, in a manner sufficient to allow it to be described to the Court for ruling on the privilege or other reason asserted, including a numerical list of the document(s) and thing(s) for which a privilege or limitation of discovery is claimed, indicating: (i) the name of each author, writer, sender, creator or initiator of such document or thing, if any; (ii) the name of each recipient, addressee, or party for whom such document or thing was intended, if any; (iii) the date of each such document, if any, or an estimate thereof and so indicated as an estimate if no date appears on said document; (iv) the general subject matter as described in the document; and (iv) the claimed grounds for privilege or limitation of discovery.

INTERROGATORIES

INTERROGATORY NO. 1: Identify all reasons why you ordered the tow and impoundment of Ruth Ann Porter’s vehicle.

ANSWER:

INTERROGATORY NO. 2: Identify all reasons why you ordered the tow and impoundment of Charles Crump's vehicle.

ANSWER:

INTERROGATORY NO. 3: Identify all reasons why you marked, on Louisville Metro Parking Citations, the vehicles of Ms. Porter and Mr. Crump as "Junked on Public Way."

ANSWER:

INTERROGATORY NO. 4: Identify all reasons why you did not place a warning on the vehicles of Ms. Porter and Mr. Crump prior to having them towed and impounded.

ANSWER:

INTERROGATORY NO. 5: Identify all training and instruction which has been provided to you which authorizes the tow and impoundment of a vehicle, without first affixing a warning to the vehicle, when the vehicle lacks a valid tag.

ANSWER:

INTERROGATORY NO. 6: Identify your commanding officers by name, rank, and dates since 2019, as well as all individuals who, at any time since 2019, provided you with training, oversight, instruction, or management regarding the identification and removal of junked and abandoned vehicles from Louisville roadways. Within your response, identify all members of other departments, such as Codes and Regulations, Metro Council, and the Mayor's Office, with whom you worked as part of the identification and removal of vehicles from Louisville roadways.

ANSWER:

INTERROGATORY NO. 7: Identify all goals, quotas, benchmarks, minimums, and other metrics which were given to you or your department, and by whom they were given, in relation to the following at any time since 2019:

- a. Citations written per day, week, month, or other frequency.
- b. Tows per day, week, month, or other frequency.
- c. Impoundments per day, week, month, or other frequency.
- d. Junked/abandoned vehicles removed per day, week, month, or other frequency.
- e. Revenue collected per day, week, month, or other frequency.
- f. Vehicles auctioned per day, week, month, or other frequency.

ANSWER:

INTERROGATORY NO. 8: Identify all reasons you directed Ms. Porter and Mr. Crump's vehicles to be towed by Suburban, rather than by a Louisville Metro wrecker. If you contend that there were not any Metro wreckers available at the time, identify all documents and communications confirming the same.

ANSWER:

INTERROGATORY NO. 9: Identify the following:

- a. The number of parking citations, by month, you have written since 2019.
- b. The number of vehicles within the parking citations, by month, which you have had towed since 2019.
- c. The number of vehicles within the parking citations, by month, which you cited as "junked on public way" since 2019.
- d. The number of vehicles within the parking citations, by month, which you had removed by Suburban Towing.

- e. The number of vehicles within the parking citations, by month, which you had removed by a wrecker owned by Louisville Metro.

ANSWER:

INTERROGATORY NO. 10: Identify, with specificity, the basis for your contention that the vehicle owned by Plaintiff Charles Crump had a “bogus temp tag” at the time you wrote his parking citation.

ANSWER:

INTERROGATORY NO. 11: Identify, with specificity, the basis for your contention that the registration of the vehicle owned by Plaintiff Charles Crump had expired in 2015 at the time you wrote his parking citation.

ANSWER:

INTERROGATORY NO. 12: Identify all reasons why you did not mark any of the following option for Charles Crump’s vehicle on his parking citation:

- a. Parking violation only
- b. Impound only
- c. Parking and impound
- d. Prior release
- e. Liability release only
- f. Hold

ANSWER:

INTERROGATORY NO. 13: Of the vehicles you have cited for violations since 2019, identify the following:

- a. The total number of vehicles.
- b. Number cited for a parking violation only.

- c. Number cited for impound only.
- d. Number cited for a parking violation and impounded.

ANSWER:

INTERROGATORY NO. 14: Identify the date you were assigned a body camera and the custodian of all your body camera footage.

ANSWER:

INTERROGATORY NO. 15: Identify all compensation received by you since 2018 from Suburban Towing, anyone acting on Suburban's behalf, any other wrecker service, and/or any employee or member of a Louisville Wrecker service.

ANSWER:

INTERROGATORY NO. 16: Identify all individuals who, to your knowledge, have knowledge which is relevant to this case, along with the contents of the knowledge.

ANSWER:

INTERROGATORY NO. 17: Identify all expert witnesses who you intend to call at trial, along with the following CR 26.02(4)(a)(i) specific information on each expert:

- a. The subject matter on which the expert is expected to testify.
- b. The substance of the facts and opinions to which the expert is expected to testify.
- c. A summary of the grounds for each opinion.

ANSWER:

INTERROGATORY NO. 18: Identify all witnesses and exhibits you intend to present at trial.

ANSWER:

INTERROGATORY NO. 19: Identify all individuals who participated in the preparation of your responses to the Interrogatories and Requests for Production herein.

ANSWER:

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Produce all parking citations you have drafted since 2019.

RESPONSE:

REQUEST NO. 2: Produce all documents, communications, training, and instructions given to you since 2019 on the following:

- a. Removal of junked and abandoned vehicles from Louisville roads.
- b. Working with Suburban Towing for the removal and impoundment of vehicles.
- c. Placing notice of a violation on a vehicle prior to impoundment.
- d. When a vehicle may be lawfully impounded without prior notice.
- e. Classification of vehicles and violations on citations.
- f. Goals, benchmarks, metrics, targets associated with vehicle impoundments and, specifically, the impoundment of “junked” vehicles removed from public ways.

RESPONSE:

REQUEST NO. 3: Produce your schedules and timecards from the beginning of 2020 to present.

RESPONSE:

REQUEST NO. 4: Produce the records of all tows and impoundments ordered by you from the beginning of 2020 to present.

RESPONSE:

REQUEST NO. 5: Produce the records of all tows made by you from the beginning of 2020 to present.

RESPONSE:

REQUEST NO. 6: Produce records of all compensation you have received from Suburban Towing, anyone action on Suburban Towing's behalf, or from any other wrecker providers since 2019.

RESPONSE:

REQUEST NO. 7: Produce a file with your body camera footage for all of January 2021.

RESPONSE:

Respectfully Submitted,

SAM AGUIAR INJURY LAWYERS, PLLC

/s/ Sam Aguiar

Sam Aguiar

Jonathan B. Hollan

1201 Story Avenue, Suite 301

Louisville, KY 40206

Telephone: (502) 813-8902

Facsimile: (502) 491-3946

sam@kylawoffice.com

jhollan@kylawoffice.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Plaintiffs' First Set of Interrogatories and Request for Production of Documents Propounded to Defendant, Richard Isham, was filed with the Complaint and Summons in this action and a request made of the Circuit Clerk that the discovery be served with the Complaint and Summons to all named Defendants.

/s/ Sam Aguiar
Counsel for Plaintiffs