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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, ex rel. ELLEN F.
ROSENBLUM, Attorney General for the State
of Oregon,

Plaintiff,

v.

PARKING ENFORCEMENT SERVICES
LLC, dba RETRIEVER TOWING, an Oregon
limited liability company,

Defendant.

Case No.
COMPLAINT
Unlawful Trade Practices Act, ORS 646.608
NOT SUBJECT TO MANDATORY
ARBITRATION
Filing fee of \$281 deferred pursuant to ORS
20.140

For its Complaint, Plaintiff, State of Oregon alleges as follows:

INTRODUCTION

1.

Defendant Parking Enforcement Services LLC dba Retriever Towing (“Retriever”) is a
towing company conducting business in Oregon and, on information and belief, is Oregon’s
largest towing company.

2.

In 2017, the Oregon Legislature passed amendments to ORS 98.854. With limited
exceptions, the 2017 amendments prohibit a towing company from towing vehicles from a
private parking facility unless the towing company received signed authorization from the owner
of the property used for parking (“parking facility”) or the owner’s agent that the tower should
tow the motor vehicle. ORS 98.854(2). The amendments became effective on January 1, 2018.

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3.

The exceptions to ORS 98.854(2), contained in ORS 98.853, are for more serious towing violations that do not require a towing company to obtain signed authorization from the owner of the parking facility or its agent prior to making the tow. For example, ORS 98.853 permits a towing company to tow vehicles that block or prevent access by emergency vehicles, blocks entry to the premises, or blocks another parked car.

4.

The amendments to ORS 98.854(2) also require towing companies to “maintain for at least two years, in electronic or printed form, each signed authorization received under this subsection.”

5.

The amendments to ORS 98.854(2) were passed to curb the practice of predatory towing. As one Oregon Senator stated in 2017, “These predators are going around towing people’s cars aggressively and then charging obscene rates for these folks – many of them cash-strapped and vulnerable – to get their cars back. Basically, in many cases they are holding people’s only means of transportation hostage.”¹

6.

ORS 98.854(2) limits towing of vehicles for minor parking violations (such as violating an apartment building’s rule against back-in parking), to instances where the owner of the parking facility or its agent provides signed authorization to tow that specific vehicle.

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¹ Tracy Loew, *Oregon Senate Cracks Down on Predatory Towing*, Statesman Journal, April 25, 2017, <https://www.statesmanjournal.com/story/news/politics/2017/04/25/oregon-senate-cracks-down-predatory-towing/100895608/>.

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7.

Beginning January 1, 2018, to present, Retriever has failed to obtain signed authorization from the parking facility’s owner or its agent each time it tows a vehicle pursuant to ORS 98.854(2).

8.

For example, in 2022, Retriever towed the vehicle of an apartment resident in McMinnville. On information and belief, the property manager never provided signed authorization for the tow. When contacted by an Oregon Department of Justice (“Department”) investigator, a representative of the property manager stated he did not believe the tenant’s supposed parking violation warranted a tow. As a result of the unlawful tow, the resident was forced to pay Retriever \$407 to release the vehicle. Retriever later provided a refund only after the property manager complained.

9.

In 2021, a parking facility owner gave a consumer permission to park her car in the facility. When the consumer returned to the lot, her car was gone. Retriever towed her car without first obtaining signed authorization for the tow from the owner of the parking facility. As a result of the unlawful tow, the consumer’s father was forced to pay approximately \$360 to Retriever to release her vehicle. Even after learning that the consumer had permission to park in the facility, Retriever agreed to refund only half of the towing fees paid.

10.

Most consumers who had vehicles unlawfully towed by Retriever have not received refunds. Consumers who could not afford to pay Retriever’s towing fees lost their vehicles at auction, even though Retriever did not have authority under the statute to tow the vehicle.

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1 11.

2 Over the last 20 years, approximately one quarter of all towing complaints received by
3 the Department concern Retriever. Since January 1, 2018, the Department has received
4 approximately 261 complaints concerning Retriever.

5 12.

6 Retriever’s acts violated ORS 98.854(2) and the Unlawful Trade Practices Act (“UTPA”).
7 This action seeks restitution for Oregon consumers who were harmed by Retriever’s unlawful
8 practices, injunctive relief to ensure Retriever’s future compliance, and civil penalties up to
9 \$25,000 per violation.

10 **PARTIES**

11 13.

12 Plaintiff Ellen Rosenblum is the Attorney General of Oregon. She is authorized to bring
13 this action pursuant to ORS 646.632.

14 14.

15 Retriever is an Oregon limited liability company with its principal offices in Tigard,
16 Oregon.

17 **VENUE AND NOTICE**

18 15.

19 Venue is appropriate in Multnomah County pursuant to ORS 14.080(1) and ORS
20 646.605(1)(c) because Retriever has committed acts prohibited by the UTPA in Multnomah
21 County.

22 16.

23 Prior to filing this complaint, the Attorney General notified Retriever of its unlawful trade
24 practices, as required by ORS 646.632(2). The Attorney General provided that notice on January
25 3, 2023. Retriever failed to deliver an Assurance of Voluntary Compliance in response.

26 ///

1 **FACTS**

2 17.

3 Plaintiff incorporates Paragraphs 1 through 16 herein as if set forth in their entirety.

4 18.

5 Retriever contracts with owners of parking facilities or their agents, such as property
6 management companies, to remove vehicles from a facility without the consent of the vehicle
7 owners and to tow the vehicles to a Retriever impound lot.

8 19.

9 The parking facility owners or agents do not pay for Retriever’s services. Instead,
10 Retriever makes money by charging towing fees to the owners of the towed vehicles, such as
11 mileage fees, storage fees, drop fees and dolly fees. If a vehicle owner cannot afford to pay the
12 fees, or for some other reason does not pay the amount Retriever demands, Retriever will acquire
13 a lien on the vehicle and may sell the vehicle at auction.

14 20.

15 At all material times, Retriever tow trucks patrolled contracted parking facilities to
16 inspect for parking violations.

17 21.

18 The amendments to ORS 98.854(2) added a new requirement that, at the time of the tow,
19 the tower must also receive a signed authorization from the parking facility owner to tow the
20 vehicle. Retriever is required to provide a copy of that signed authorization to the vehicle owner
21 on request to confirm that the parking facility owner authorized towing the owner’s vehicle.

22 22.

23 However, from 2018 to present, Retriever did not obtain a signed authorization from the
24 owner of the parking facility or its agent prior to each tow as required by ORS 98.854(2).

25 Because a tower may not tow a motor vehicle with first obtaining the parking facility’s signed

26 ///

1 authorization for the tow, each tow Retriever performed beginning in 2018 that was subject to
2 ORS 98.854(2) was an unlawful tow.

3 23.

4 Because Retriever did not obtain the required authorizations, Retriever also could not
5 retain the signed authorizations for two years or provide them on request to vehicle owners as
6 required by ORS 98.854(2).

7 24.

8 Consumers who were towed in violation of ORS 98.854 were forced to pay towing fees
9 to Retriever to recover their vehicles. Some consumers could not afford to pay the fees or failed
10 to pay the fees and Retriever sold their cars at auction. Oregon consumers were thereby deprived
11 of money or property by means of a practice declared to be unlawful by ORS 646.608(1)(ddd).

12 25.

13 In response to consumer complaints, the Department of Justice contacted Retriever in
14 2018 regarding (among other things) towing vehicles from parking facilities without first
15 obtaining signed authorization from the owner of the parking facility or its agent for each vehicle
16 towed from a parking facility pursuant to ORS 98.854(2).

17 26.

18 Retriever, through counsel, stated that it would change its policies and stop performing
19 tows without first obtaining signed authorization from the owner of the parking facility or its
20 agent. In a December 6, 2018, letter to the Department of Justice, Retriever stated, “While
21 Retriever does not agree that your interpretation is correct, it is willing to comply with that
22 interpretation to avoid bearing the expense of litigating that issue.” Retriever further stated that
23 “Retriever has changed its policies and is updating its contracts to conform to your understanding
24 in an effort to cooperate with DOJ and avoid costly litigation.”

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27.

These representations were false. Retriever did not change its practices with respect to requiring a signed authorization from the owner of the parking facility or its agent to tow each specific vehicle and continued knowingly violating ORS 98.854(2).

28.

In 2020, Retriever appealed the City of Portland’s Bureau of Transportation’s (“PBOT”) determination that Retriever failed to comply with ORS 98.854(2) by towing a vehicle for failing to comply with a parking facility owner’s rule that prohibited “back-in” parking. Retriever did not obtain signed authorization for the tow before towing the vehicle.

29.

Before the Hearings Officer, Retriever again argued that ORS 98.854(2) did not require signed authorization from the owner of the parking facility or its agent for each specific tow it made pursuant to ORS 98.854(2).

30.

The Hearings Officer concluded that ORS 98.854(2) requires signed authorization at the time of the tow for each specific vehicle and sustained PBOT’s determination that Retriever’s tow was improper.

31.

Despite being informed by the Hearings Officer, PBOT, and the Department of Justice that ORS 98.854(2) requires that, each time Retriever tows a vehicle, Retriever must first receive a signed authorization from the parking facility owner for that tow, Retriever continued to tow vehicles without obtaining signed authorizations. At all times material to this complaint, Retriever knew or should have known that its conduct violated ORS 98.854(2) and ORS 646.608(ddd).

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1 **CLAIM FOR RELIEF**

2 **Violations of the Oregon Unlawful Trade Practices Act (ORS 646.608(ddd) ORS 98.854(2))**

3 32.

4 Plaintiff incorporates Paragraphs 1 through 31 herein as if set forth in their entirety.

5 33.

6 Retriever engaged in unlawful practices, described above, in violation ORS 98.854(2),
7 because Retriever towed vehicles pursuant to ORS 98.854(2) without obtaining a signed
8 authorization from the parking facility’s owner or its agent to tow each vehicle.

9 34.

10 At all material times Retriever failed to maintain each signed authorization for a period of
11 two years in violation of ORS 98.854(2).

12 35.

13 Each violation of ORS 98.854(2) is a separate violation of the UTPA subject to enforcement
14 under ORS 646.608(ddd) (violations of ORS 98.854 violate the UTPA).

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, the State of Oregon, by and through the Attorney General, prays
17 for a judgment in favor of the State and against Retriever, as follows:

18 (a) A declaration that Retriever’s acts described above are unlawful practices, in
19 violation of the Oregon UTPA, ORS 646.608(ddd);

20 (b) An injunction enjoining Retriever from engaging in any acts that violate the
21 Oregon UTPA, including, but not limited to, the unlawful practices alleged herein;

22 (c) An order necessary to restore to any person an interest in any moneys or property,
23 real or personal, which may have been acquired by means of an act prohibited by the Oregon
24 UTPA, pursuant to ORS 646.636;

25 (d) An award of a civil penalty for each and every violation of Oregon’s UTPA,
26 pursuant to ORS 646.642(3);

1 (e) An award of the Plaintiff's reasonable costs and attorney's fees incurred in this
2 action, pursuant to ORS 646.632(8); and

3 (f) Such other relief as the Court deems appropriate.

4 DATED this 17th day of January, 2023.

5 Respectfully submitted,

6 ELLEN F. ROSENBLUM

7 Attorney General

8 

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10 D. CHRISTOPHER BURDETT, OSB#012184

11 Assistant Attorneys General

12 Oregon Department of Justice

13 Consumer Protection Section

14 100 SW Market Street

15 Portland, Oregon 97201

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18 Of Attorneys for Plaintiff