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BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
Protective Parking Service Corp.,)
an Illinois corporation dba)
Lincoln Towing Service,)
)No. 92 RTV-R
Applicant,)sub 17
)
Application for re Application)
for renewal of a Commercial)
Relocation Towing License pursuant)
to the provisions of Section)
18a-401 of the Illinois Commercial)
Relocation of Trespassing Vehicles)
Law.)

Chicago, Illinois
March 15, 2018

Met pursuant to notice at 11:00 a.m.

BEFORE:
LATRICE KIRKLAND-MONTAQUE, Administrative Law Judge.

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I N D E X

<u>Witnesses:</u>	<u>Direct</u>	<u>Cross</u>	<u>direct</u>	<u>cross</u>	<u>Examiner</u>
Robert Munyon	1754	1852	1892		Mr. Perl Mr. Burzawa Mr. Perl

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
None so marked or admitted.		

1 JUDGE KIRKLAND-MONTAQUE: By the power vested
2 in me by the State of Illinois and the Illinois
3 Commerce Commission, I now call for hearing
4 Docket No. 92RTV-R sub 17 for hearing. This is in
5 the matter of Protective Parking Service Corporation
6 doing business as Lincoln Towing Service, and this is
7 the hearing on fitness to hold a commercial vehicle
8 relocater's license.

9 May I have appearances, please. You
10 can just state your name and who you represent.

11 Mr. --

12 MR. PERL: Thank you, your Honor.

13 For the record, my name is Allen Perl,
14 P-E-R-L, of Perl & Goodsnyder, and I represent the
15 respondent, Protective Parking Service Corporation
16 doing business as Lincoln Towing Service.

17 MR. CHIRICA: Good morning, your Honor, Vlad
18 Chirica, also from Perl & Goodsnyder, here on behalf
19 of Protective Parking Service Corporation doing
20 business as Lincoln Towing Service.

21 MR. BURZAWA: Good morning, your Honor, Martin
22 Burzawa for the staff of the Illinois Commerce

1 Commission.

2 MS. AKRAM: Good morning, your Honor. This is
3 Azeema Akram for the staff of the Illinois Commerce
4 Commission.

5 JUDGE KIRKLAND-MONTAQUE: Thank you.

6 Okay. I believe today we are -- have
7 a witness from Protective Parking.

8 So Mr. Munyon, why don't you raise
9 your right hand.

10 Do you swear to tell the truth, the
11 whole truth, and nothing but the truth so help you
12 God.

13 MR. ROBERT MUNYON: Yes.

14 JUDGE KIRKLAND-MONTAQUE: Okay. I will turn it
15 over to you, Mr. Perl.

16 MR. PERL: Thank you, your Honor.

17 Before we get going, your Honor, when
18 we were last here, we orally entered into some
19 stipulations on both sides, Respondent and
20 Petitioner, and we had said we'd be tendering a
21 written stipulation for today. And we have our
22 written stipulation, and I want to tender a copy to

1 Staff and your Honor as well the proposed order for
2 entry this morning.

3 JUDGE KIRKLAND-MONTAQUE: Okay. The only --
4 procedurally, this wouldn't be an order by -- you
5 know, an order typically goes to the Commission. I
6 can make a ruling --

7 MR. PERL: Sure.

8 JUDGE KIRKLAND-MONTAQUE: -- and, you know, it
9 would be an ALJ ruling.

10 MR. PERL: I know. We weren't sure how to do
11 that, so we did it as an order.

12 JUDGE KIRKLAND-MONTAQUE: Right. So I'll
13 just -- we can call it ALJ ruling where we accept the
14 stipulation, but I'll make sure that Mr. Burzawa is,
15 you know, comfortable with the stipulation.

16 MR. BURZAWA: Well, the only thing is, you
17 know, I don't have all the rules in front of me, but
18 when we discussed this stipulation, we specifically
19 discussed Rule 1710.22, because that's the rule that
20 sets out the fitness test.

21 So I'm not prepared to agree to this
22 yet without reviewing Rule 1710.130. I'm not really

1 sure what that is referring to.

2 MR. PERL: We have a copy of it here, 1710.130.

3 It should be with 22?

4 And I think that that's not the
5 correct -- I think that Mr. Burzawa might be correct
6 that you might be citing -- we have the --

7 MR. BURZAWA: The general --

8 MR. PERL: -- the general, but I think we have
9 the wrong section --

10 MR. BURZAWA: Okay.

11 MR. PERL: -- cited here.

12 I think it's -- but these are the
13 requirements from that rule, and we just took them
14 out of the rule. And basically what we're doing,
15 your Honor, is in order to shortcut everything, all
16 of the documents that are within our -- our trial
17 folder anyway regarding financial, insurance, and
18 everything are not at issue in the matter, and we're
19 just trying to clarify that. And it is -- and it is
20 1710.22; that is correct.

21 JUDGE KIRKLAND-MONTAQUE: Okay.

22 MR. PERL: So --

1 JUDGE KIRKLAND-MONTAQUE: Why don't you strike
2 that now.

3 MR. PERL: I'm going to strike the ".13" just
4 to make it "22," because it is .22.

5 MR. BURZAWA: Yeah. Well, I would like to
6 refer to .22(A)(2), specifically, because that's the
7 fitness test. Because, strictly speaking, the --
8 Staff is presenting its rebuttal of it pursuant to
9 22(A)(1). So I don't want to refer to the rule in
10 general.

11 MR. PERL: Well, 22(A)(1) is regarding criminal
12 conviction records, they've never been an issue;
13 owners or controllers have never been an issue;
14 directors, officers, members, have never been an
15 issue. Managers, employees, and agents, I don't know
16 what the issue is there. Safety record, there's
17 never been an issue with our safety record, ever.
18 Compliance records of those persons, never been an
19 issue. Equipment, facilities, and storage lots
20 aren't an issue pursuant to what we have stipulated
21 to, and other facts that may bear on their fitness to
22 have a license.

1 Now, I agree that if they're only
2 going on this other facts that may bear on their
3 fitness to hold a license, yes. But the rest of it
4 is basically not at issue and has been stipulated to.

5 MR. BURZAWA: What's been stipulated to is the
6 fitness test as it's used in (A)(2), so --

7 JUDGE KIRKLAND-MONTAQUE: Yeah. Well, let
8 me -- can I take a look?

9 MR. PERL: Sure.

10 Yeah. You know, I think I have them
11 already, this first one is 130.

12 MR. BURZAWA: Uh-huh.

13 MR. PERL: That bottom one should be 22.

14 MR. BURZAWA: Okay.

15 MR. CHIRICA: And actually, 1 through 5 are
16 verbatim from 22(A)(2).

17 MR. PERL: (2).

18 MR. CHIRICA: The reason we added line 6 is
19 because, like, any financial requirements or any of
20 the other requirements that might exist we're not in
21 (A)(2).

22 MR. PERL: Correct.

1 MR. CHIRICA: And that's why we put the
2 catchall.

3 JUDGE KIRKLAND-MONTAQUE: Okay. But I -- I --
4 I see your points here, and I think that it would
5 be -- that you should cite that section too.

6 MR. PERL: But I also want to cite -- here's
7 the issue, I also want to cite the other parts of
8 Section 1 because that deals with criminal conviction
9 records. Well, they haven't made it an issue, but we
10 also haven't done anything with them because we
11 weren't ask to.

12 Safety records, there's never been an
13 issue with the safety records regarding this hearing.
14 So I would say that I'd like it to be 1710.22 except
15 for the catchall where they've got this other facts
16 that may bear on their fitness to hold a license.
17 Because everything else is not an issue; otherwise,
18 you know, managers, members, employees; safety
19 records; equipment, facilities -- we've shown them we
20 have the equipment, facilities, and storage lots.
21 That's not an issue.

22 JUDGE KIRKLAND-MONTAQUE: I get it. I

1 understand.

2 Well, why don't you -- why don't you,
3 in this stipulated agreement, then go over the items
4 that are not at issue. You know, just --

5 MR. PERL: Well, the only thing at issue --

6 JUDGE KIRKLAND-MONTAQUE: -- just look --

7 MR. PERL: Okay. So we will.

8 And the only thing that I
9 understand --

10 JUDGE KIRKLAND-MONTAQUE: And just leave the
11 one out.

12 MR. PERL: -- this "other facts that may bear
13 on their fitness to hold a license."

14 JUDGE KIRKLAND-MONTAQUE: Right.

15 MR. PERL: That's really the only thing --

16 JUDGE KIRKLAND-MONTAQUE: That's the only --

17 MR. PERL: -- that I think that's at issue.

18 JUDGE KIRKLAND-MONTAQUE: And I get it because
19 that's -- I -- that's where an argument could --
20 that's, I guess, where he's planning to make an
21 argument, but --

22 MR. PERL: Right. Because there's --

1 technically, there's nothing in here that says how
2 many citations you can get or not get, or anything
3 about it. It doesn't even -- it doesn't even mention
4 in here for fitness, your citations. It just talks
5 about other facts that may bear on their fitness.

6 JUDGE KIRKLAND-MONTAQUE: But it's broad
7 enough, I think, that --

8 MR. PERL: That part, I'm okay --

9 JUDGE KIRKLAND-MONTAQUE: -- to be --

10 MR. PERL: I'm not -- I agree.

11 JUDGE KIRKLAND-MONTAQUE: Leave it open.

12 MR. PERL: Leave that part open, I'm okay with.

13 JUDGE KIRKLAND-MONTAQUE: Sure.

14 MR. PERL: But I don't want to leave it open,
15 this stuff about criminal convictions --

16 JUDGE KIRKLAND-MONTAQUE: Okay.

17 MR. PERL: -- and the equipment, the
18 facilities, and the storage lots because we've got
19 that stipulation. We have enough storage lots; we
20 have --

21 JUDGE KIRKLAND-MONTAQUE: I understand --

22 MR. PERL: -- the equipment leases --

1 JUDGE KIRKLAND-MONTAQUE: All I'm saying is --
2 MR. PERL: We have all those things.
3 JUDGE KIRKLAND-MONTAQUE: In your stipulation,
4 just revise it to --
5 MR. PERL: Okay.
6 JUDGE KIRKLAND-MONTAQUE: -- include the things
7 that --
8 MR. PERL: Okay.
9 JUDGE KIRKLAND-MONTAQUE: -- you -- it covers.
10 MR. PERL: Perfect.
11 JUDGE KIRKLAND-MONTAQUE: And leave that other
12 item --
13 MR. PERL: We'll -- we'll do that.
14 JUDGE KIRKLAND-MONTAQUE: -- open.
15 Okay.
16 MR. PERL: We'll do that before we leave today.
17 JUDGE KIRKLAND-MONTAQUE: Okay.
18 MR. BURZAWA: Well, before we move on, that
19 wasn't the stipulation that we entered into. We
20 entered into a stipulation concerning the fitness
21 test only. And all these other provisions in (A)(1),
22 I agree those aren't at issue, but there's no

1 evidence regarding criminal history and all that
2 other stuff. So Staff isn't going to raise those
3 issues because there's no evidence of it, but we are
4 going to raise other facts that may bear on their
5 fitness to hold the license.

6 So I would prefer to leave out any
7 type of catchall provisions in the stipulation just
8 to forgo any type of argument or inference that we
9 stipulated to everything under the rules and the
10 statute. And, again, strictly speaking, all I
11 stipulated to was the fitness test in (A)(2), and I
12 think I made that pretty clear.

13 JUDGE KIRKLAND-MONTAQUE: Okay. And let me
14 just ask you this -- and I think we're kind of on the
15 same page. We're saying leave that -- that section
16 open for other factors. But as I look at all of the
17 information, all of the evidence, even though you
18 plan not to bring up an issue regarding a criminal
19 record and everything I would like to be able to say
20 that is not an issue.

21 MR. BURZAWA: Okay.

22 JUDGE KIRKLAND-MONTAQUE: You see what I'm

1 saying? I don't want to just leave it like I'm
2 ignoring it.

3 Just to say, you know, that's not --

4 MR. BURZAWA: I agree that -- that's fair.

5 I -- I -- okay. That's fine. We --

6 MR. PERL: The only thing they can raise is the
7 evidence they presented to you. So they didn't raise
8 any evidence regarding anything else, so I don't
9 think they can actually argue it at the closing
10 because they're done with their case. So they can't
11 leave open the question of criminal conviction
12 records because it would be improper to argue it.
13 They haven't raised the issue.

14 So I agree with you that none of these
15 things have been raised. The only thing they've ever
16 said to you -- well, I'm not going to -- I'm not
17 going to get into their case, but the other facts
18 that may bear on their fitness, fine, whatever those
19 things are that they raised in the hearing, clearly,
20 they can't just all of a sudden in the closing
21 argument raise new issues or facts.

22 JUDGE KIRKLAND-MONTAQUE: I understand, but all

1 I'm saying is when I make my analysis -- and you have
2 this statute here -- which I don't want to leave it
3 open as if I don't -- not address it. So these
4 issues just weren't raised, I want to be able to say
5 that. So -- I mean, if that's the tr- --

6 MR. PERL: Well -- no. If you -- if you just
7 read 1710.22(A)(1), nothing was raised specifically
8 regarding that except for, in general speaking, where
9 it says, "And other facts that may bear on their
10 fitness to hold a license."

11 Everything else before that, I guess
12 they could have raised, but they didn't, and they're
13 stipulating to like the equipment. And we're
14 supposed to have equipment leases; we have them. The
15 facilities, we do have them. The storage lots, we do
16 have them. They have never been an issue.

17 So I don't want, at the end of the
18 day, someone to say to us, Oh, pursuant to this
19 application, since you didn't prove those things,
20 you're not going to get your license.

21 JUDGE KIRKLAND-MONTAQUE: No. No. No. If --

22 MR. BURZAWA: But that wouldn't happen because,

1 again, you successfully argued that it's our burden
2 to -- you know, in this case. And we didn't present
3 any evidence of all those other items listed in
4 (A) (1), so we wouldn't be arguing them. So as a
5 practical -- as a practical matter, those wouldn't be
6 raised.

7 And I'm willing to amend the
8 stipulation to include those --

9 MR. PERL: Okay.

10 MR. BURZAWA: -- just to get things moving.
11 But, you know, we had a month to work this out, and
12 this is the first time I'm seeing it.

13 JUDGE KIRKLAND-MONTAQUE: Oh --

14 MR. PERL: And then -- we did. And we also
15 didn't get anything in writing from them, and we
16 worked it out on the cuff.

17 MR. BURZAWA: We -- no. I sent you the --

18 MR. PERL: But we --

19 MR. BURZAWA: -- an e-mail, and we worked it
20 out beforehand.

21 MR. PERL: Yeah, we did.

22 JUDGE KIRKLAND-MONTAQUE: Okay. Let's -- let's

1 move forward, and let's --

2 MR. PERL: I think we're agreeing to it
3 anyways --

4 JUDGE KIRKLAND-MONTAQUE: I think it sounds
5 like --

6 MR. PERL: -- so we'll figure it out at the end
7 of the day.

8 JUDGE KIRKLAND-MONTAQUE: -- you're agreeing to
9 it. And maybe it's something that we can have before
10 everybody before -- I don't know if the end of the
11 day or...

12 MR. PERL: Well, I just want to have it done
13 before I rest.

14 JUDGE KIRKLAND-MONTAQUE: Oh, that --

15 MR. PERL: So then I know that I don't have to
16 present any other witnesses or any --

17 JUDGE KIRKLAND-MONTAQUE: No. I don't want
18 there --

19 MR. PERL: -- other documentation.

20 JUDGE KIRKLAND-MONTAQUE: -- to be a huge -- it
21 sounds like we're on the same page. The question is
22 whether or not those items are -- and it seems to me

1 that to avoid any conflict going forward -- forward
2 or any -- you know, just to list the things that are
3 in that particular section with the ex- -- you know,
4 excluding the last sentence or the last --

5 MR. PERL: Okay.

6 JUDGE KIRKLAND-MONTAQUE: -- phrase. Okay?

7 MR. PERL: But I'm sure that we can work it
8 out. We'll -- when we're done with the witness
9 today, we can go off the record and I'm sure, with
10 Counsel, we can work it out and kind of amend our
11 stipulation and give it to you today.

12 JUDGE KIRKLAND-MONTAQUE: Okay. Sounds good.

13 Now, you can proceed now.

14 MR. PERL: Thank you, Judge.

15 ROBERT MUNYON,

16 called as a witness herein, having been first duly
17 sworn, was examined and testified as follows:

18 DIRECT EXAMINATION

19 BY

20 MR. PERL:

21 Q Mr. Munyon, could you state your name and
22 spell your last name for the record, please.

1 A Robert -- excuse me. Robert Munyon,
2 M-U-N-Y-O-N.

3 Q And where are you currently employed?

4 A Lincoln Towing Service.

5 Q And how long have you been employed by
6 Lincoln Towing Service?

7 A Since 1985.

8 Q How long have you been involved in the
9 relocation towing industry?

10 A Since 1985.

11 Q What was your first job in the relocation
12 towing industry?

13 A I was like a gofer at Lincoln Towing
14 Service.

15 Q And that was in or around 1985?

16 A Yes.

17 Q And have you been working at Lincoln Towing
18 consistently since for about the past 32 years?

19 A Yes.

20 Q And what other jobs have you had along the
21 way since 1985?

22 A Oh, I've done every job there.

1 Q Have you ever installed signs?

2 A Yes.

3 Q Have you ever towed or relocated vehicles?

4 A Yes.

5 Q Have you ever prepared or filled out the
6 invoices?

7 A Yes.

8 Q Have you ever e-filed lots that you tow
9 from?

10 A Yes.

11 Q So it's safe to say you've done everything
12 in the towing industry from A to Z, at one point or
13 another?

14 A Yes.

15 Q And what's your current job title at
16 Lincoln Towing?

17 A General manager.

18 Q And what was your job title on or about the
19 relevant time period, which is July 25th, 2015, to
20 March 23rd, 2016?

21 A It was the same.

22 Q And just for the record, instead of

1 repeating the dates every time, is it okay with you
2 if I just refer to it as the relevant time period?

3 A Yes.

4 Q Okay. How long have you been the general
5 manager at Lincoln Towing?

6 A I think about 17 years.

7 Q And as general manager of Lincoln Towing,
8 what are your duties and responsibilities?

9 A Pretty much the day-to-day operations;
10 managing both locations, the employees; signing new
11 accounts; maintaining insurances; utilities.

12 Q And was that the same for the relevant time
13 period?

14 A Yes.

15 Q Do you know approximately how many --
16 strike that.

17 You supervise all of the people --
18 individuals that relocate the vehicles, correct?

19 A Yes.

20 Q And those are licensed relocators, correct?

21 A Yes.

22 Q And you also supervise all the dispatchers,

1 correct?

2 A Yes.

3 Q And you also supervise any and all other
4 employees of Lincoln Towing, correct?

5 A Yes.

6 Q As part of your job as a general manager of
7 Lincoln Towing, are you also the keeper of records
8 for Lincoln Towing?

9 A Yes.

10 Q Is one of your responsibilities to enter
11 into relocation contracts with private lot owners?

12 A Yes.

13 Q So if you could, just briefly tell us what
14 does Lincoln Towing do.

15 A We basically tow cars from private property
16 only, for property owners: private buildings,
17 restaurants, businesses.

18 Q So you don't tow vehicles, unless the
19 police would ask you to, from the public streets,
20 correct?

21 A We do not, no.

22 Q You just tow illegally parked cars from

1 private property, correct?

2 A Correct.

3 Q And is one of your responsibilities to
4 enter into contracts with lot owners or managers of
5 lots or properties to relocate vehicles?

6 A Yes.

7 Q How long have you been doing that?

8 A Oh, many years, probably 25 years, I
9 assume.

10 Q Are you familiar with the lots that Lincoln
11 Towing has contracts with to tow from?

12 A Yes.

13 Q All right. Were you familiar with them
14 during the relevant time period as well?

15 A Yes.

16 Q Now, is it safe to say Lincoln Towing has a
17 lot of contracts, correct?

18 A Oh, yes. Way --

19 Q Thousands?

20 A Thousands, yes.

21 Q How many, do you think?

22 A I think it's around 20,000.

1 Q But they don't actively tow vehicles from
2 20,000 lots, do they?

3 A No.

4 Q The bulk of the vehicles that Lincoln tows
5 are from a much smaller amount of lots, correct?

6 A Oh, yes.

7 Q And you're familiar with those lots,
8 correct?

9 A Yes.

10 Q How are the contracts that Lincoln Towing
11 has with private lot owners kept? Where are they
12 kept? Who keeps them there? Who's responsible for
13 them?

14 A Okay. We have paper records that are kept
15 in filing cabinets in our offices. And they're also
16 maintained electronically in our computer system, and
17 we also file them in the e-relocator system.

18 Q And who is the keeper of records for the
19 contracts that are kept -- the paper contracts?
20 Would that be you?

21 A Yes.

22 Q And as part of your duties as general

1 manager of Lincoln Towing, you have access to all the
2 contracts, correct?

3 A Correct.

4 Q And they're kept in the ordinary course of
5 business?

6 A Yes.

7 Q How long are the contracts valid for?

8 A Until cancelled.

9 Q So pursuant to the Illinois Commerce
10 Commission, the contracts don't have to have an end
11 date, do they?

12 A No, they do not.

13 Q If fact, they don't have end dates, do
14 they?

15 A No, they do not.

16 Q And do the contracts ever expire on their
17 own?

18 A No.

19 Q What if a parking lot or a property changes
20 ownership, does the contract terminate?

21 A No, it does not.

22 Q Do you have to sign or re-sign with the new

1 owner?

2 A No.

3 Q The contract itself runs with the land,
4 correct, not with the owner, correct?

5 A Correct. Yes.

6 Q So once an owner signs a contract with
7 Lincoln Towing to tow, that contract is good until
8 someone actually cancels it, correct?

9 A Correct.

10 Q Even if the property's sold?

11 A Yes, even if.

12 Q Now, there are requirements that you --
13 every, I think, two years -- notify the owners of
14 certain things, and you do that, correct?

15 A I think it's every three years. We do our
16 best to update the accounts, yes.

17 Q But the -- that isn't for the purpose of
18 giving the owners the opportunity to cancel a
19 contract, is it?

20 A No.

21 Q How is it that a lot owner or manager can
22 cancel a contract with -- whether it's Lincoln Towing

1 or any relocater?

2 A There's a Commerce Commission form they
3 would sign and submit to the Commerce Commission that
4 then they would accept. And then we have 10 days to
5 try to maintain the property, work out whatever the
6 issue was before it's canceled.

7 Q And that's something that you call a
8 "10-day cancelation notice."

9 A Yes.

10 Q So the lot owner or manager, if they wanted
11 to terminate, would fill out this 10-day cancelation,
12 and send it to the Commerce Commission, correct?

13 A Yes.

14 Q The Commerce Commission would then send it
15 to you, correct?

16 A Yes.

17 Q And then you have 10 days to submit to the
18 cancelation, correct?

19 A Yes.

20 Q Now, do you know why it is the Commerce
21 Commission allows you 10 days before the contract is
22 actually canceled?

1 A Well, it gives you time to investigate, to
2 make sure it actually was signed by an authorized
3 person, and perhaps work the -- whatever the issue
4 was out with the property owner and maintain the
5 contract.

6 Q In your experience with Lincoln Towing,
7 have you ever come across a cancelation that was sent
8 to you that really wasn't signed by the individual
9 who had the authority to sign it from the lot?

10 A Many times.

11 Q And in those cases, you would contact the
12 individual, correct?

13 A Yes.

14 Q And they would -- if they told you that I
15 didn't sign that, then you would tell the Commerce
16 Commission, correct?

17 A Yes. And then --

18 Q And the lot wouldn't cancel?

19 A No. We'd have them sign a retention notice
20 that then we would give the Commission. The
21 Commission, then, would void the cancelation.

22 Q Prior to -- strike that.

1 When did the computer system come into
2 play where things were being, like, what they call,
3 e-filed with the Commerce Commission? Do you know --
4 do you remember what year that was, approximately?

5 A I do believe that was right around the
6 millennium, like, maybe '99, '98.

7 Q And prior to that, everything was just done
8 by paper, correct?

9 A Correct.

10 Q So at some point in time, there was a whole
11 slew of contracts that had to be, what we call,
12 e-filed, correct?

13 A Correct. Yes.

14 Q And Lincoln Towing alone had somewhere
15 around 20,000 contracts, correct?

16 A Yes.

17 Q And there were also other relocators as
18 well, correct?

19 A Correct.

20 Q And they all have to somehow electronically
21 file all of these contracts that they had, correct?

22 A Yes.

1 Q Okay. Did that take place in or around
2 2000 or 2007- -- 2007, or do you remember what year
3 it was?

4 A I do not remember the year, exactly.

5 Q So the 10-day notice serves a purpose of
6 making sure the individual actually wants to cancel,
7 correct?

8 A Correct.

9 Q And it also gives you time, if the owner of
10 the lot has an issue that you can resolve, correct?

11 A Correct.

12 Q And does that happen sometimes, too?

13 A Most of the time, yes.

14 Q During the relevant time period, do you
15 recall any actual cancelations that went through,
16 specifically?

17 A I couldn't specifically name one. No.

18 Q And you don't have with you, or the
19 Commerce Commission didn't present in their case --

20 MR. BURZAWA: Objection. It's irrelevant.

21 JUDGE KIRKLAND-MONTAQUE: What'd he say?

22 MR. PERL: I haven't asked the question yet.

1 MR. BURZAWA: Well, he didn't say -- he's -- in
2 his question, he's asserting that somehow the
3 Illinois Commerce Commission didn't present evidence
4 of something, so I don't know how that's a proper
5 question to ask a witness.

6 JUDGE KIRKLAND-MONTAQUE: I don't know what the
7 question is yet.

8 Go ahead and ask.

9 MR. PERL: I haven't formulated it yet.

10 JUDGE KIRKLAND-MONTAQUE: All right. Go ahead
11 and ask the question and then we'll --

12 MR. PERL: So here's the question.

13 BY MR. PERL:

14 Q You attended each and every day of this
15 hearing -- these hearings, correct?

16 A Yes.

17 Q Okay. During that time, did you ever hear
18 any evidence or have you seen any documentation in
19 the discovery of any proof from the Commerce
20 Commission that there were any contracts canceled
21 during the relevant time period?

22 MR. BURZAWA: Objection. Irrelevant.

1 JUDGE KIRKLAND-MONTAQUE: Overruled.

2 MR. PERL: I would like it to be irrelevant.
3 Maybe they're not making a case for that.

4 MR. BURZAWA: Well, the -- the -- the
5 witness's --

6 JUDGE KIRKLAND-MONTAQUE: I already made my
7 ruling.

8 MR. BURZAWA: -- answer to that question is
9 irrelevant because how does the witness answering
10 that question prove any point in this case one way or
11 another? You know, the evidence is what it is. What
12 the evid- -- the witness's interpretation of the
13 evidence is irrelevant.

14 MR. PERL: Well, maybe they just want to
15 stipulate to it, then. If they stipulate to the fact
16 that they didn't produce any evidence that any lots
17 were canceled during the relevant time period, I'll
18 withdraw the question. Otherwise, it's a proper
19 question. It's not even a proper objection.

20 JUDGE KIRKLAND-MONTAQUE: I overruled the
21 objection.

22 MR. PERL: Okay.

1 JUDGE KIRKLAND-MONTAQUE: I'm going to stand by
2 that.

3 Go ahead.

4 THE WITNESS: No. I do not know of any.

5 BY MR. PERL:

6 Q So as you sit here today, do you recall any
7 cancelations that actually went through during the
8 relevant time period, for any lots?

9 A No.

10 Q Okay. How does it -- explain to the Court,
11 if you could, how it is that Lincoln Towing actually
12 comes about towing a vehicle. What are the different
13 ways? Call out? Patrol out? Surveillance? Explain
14 that to the Court.

15 A You know, there's -- we have a call
16 service; we have a patrol service; and there's the
17 hybrid, the surveillance service.

18 Patrol service would be lots that are
19 set up that we automatically monitor. They use
20 parking permits or maybe there's a list of license
21 plates for that particular property, or maybe there's
22 space restrictions for different businesses.

1 Then there's a call lot, where we have
2 to receive a call from an authorized individual to
3 tow the car.

4 And then the surveillance lot, there
5 would be somebody on the property, either an employee
6 of the property or maybe we have a licensed spotter,
7 who would watch the property for cars parking
8 illegally, and then he would call the office, and the
9 office would notify the drivers, and they would go
10 and pick up the car.

11 Q Okay. So those are the -- basically the
12 three different ways that a vehicle ends up getting
13 towed, correct?

14 A Correct.

15 Q Or relocated?

16 A Yes.

17 Q On the patrol side, how -- and I know it's
18 different for every lot, but --

19 A Uh-huh.

20 Q -- talk to us about how it's possible. How
21 does the driver know in a patrol lot which vehicles
22 to relocate?

1 A Well, we have what we call a route sheet
2 that lists all of our addresses alphabetically, and
3 then next to the address, would be the hours of the
4 service that the drivers can actively patrol the
5 property. And then next to that would be the sticker
6 type or if -- like I said, if there was a list of the
7 license plates, they would be listed there.

8 So they would reference this sheet as
9 they're driving, and they come to an address. They
10 would pull into the address, verify that there are
11 signs posted, and then, if they see a car that they
12 don't recognize, they would check to see if it has
13 the permit or if the plate was listed on the sheet.

14 Q How do -- when you said that they would
15 check to see, who would they check with and how do
16 they check?

17 A They would check for a permit by just
18 getting out and looking at the vehicle to verify
19 whether or not it has a permit on it, and -- or if
20 the license plate was recorded in their sheet.

21 Q Do they do anything regarding contacting
22 Lincoln Towing before towing the vehicle?

1 A Yes. Then if there's still -- if it
2 doesn't have a sticker or it doesn't -- it's not on
3 the list, they might call the dispatcher and ask is
4 there any temporary specials at this property, or are
5 there any updates that aren't on this route sheet.

6 Q And explain for the Court what a temporary
7 special is.

8 A Perhaps somebody has a borrowed car or a
9 loaner car or their car's in the shop. So the
10 property manager would call us and give us the
11 license plate number and the make of the vehicle and
12 how long it's going to be there. And we have a place
13 in the office where we post it.

14 Q Okay. And once the driver then ascertains
15 that the vehicle is illegally parked, then what
16 happens next?

17 A Well, after he does verify that he is
18 capable of towing it, he tows the vehicle, however
19 that -- each vehicle's different, obviously.
20 Whatever it takes to tow that vehicle, he then starts
21 the process.

22 Q And explain to the Court how does a call

1 lot work.

2 A Well, a call lot would require a call from
3 an authorized caller. They would call our office;
4 request a car to be towed. Give us as much
5 information as they have on the tow.

6 The dispatcher, whoever particularly
7 answered the phone, would verify that it is a
8 legitimate call. And then a driver will be sent.

9 Q And what about the surveillance, can you
10 explain that.

11 A That would be -- sometimes we have a
12 licensed spotter who sits in the parking lot, and he
13 watches cars park to see where they go. And then
14 sometimes, it's a -- an agent of the property owner
15 that sits in the lot and watches to see where people
16 go.

17 Q And what's the purpose?

18 You say, "See where people go." Why
19 is that relevant or important?

20 A Well, if you have a strip mall and there's
21 not a lot of parking in it, and there's, say, a
22 business across the street that has no parking,

1 someone might want to park in the strip mall's
2 parking lot and go across the street to the business,
3 and that's that purpose.

4 Q And does Lincoln Towing have proper signage
5 that states anybody whose leaves the property will be
6 towed? What --

7 A Yes.

8 Q What -- how do they -- I mean, how does
9 that work?

10 A We post a sign at each entrance and exit,
11 and wherever the 75 feet, in air feet [sic], to
12 notify people that are parking illegally they're
13 going to be towed away. So each lot's going to be
14 different depending on the size and how many
15 entrances and exits, how many signs they're going to
16 be.

17 Q And the spotters that you spoke about,
18 those are licensed with the Commerce Commission,
19 correct?

20 A Our employees that we would put in the lot
21 would be licensed by the Commerce Commission, yes.

22 Q And, in fact, any of your employees that

1 are licensed by the Commerce Commission, had do you
2 go about doing that? How does one get licensed by
3 the Commerce Commission?

4 Do you have to do some work ahead of
5 time, or do you send it to the Commerce Commission?
6 Who makes the decision?

7 A No. There's a form on the Illinois
8 Commerce Commission's website that the individual
9 would fill out, either online and then print it; have
10 it notarized and mail it in with the check or money
11 order for \$90.

12 Q So who does the background check on these
13 individuals who are going to work for you? Who does
14 that?

15 A The Illinois Commerce Commission does.

16 Q So you talk to an individual who wants to
17 become licensed. They, then, go directly to the
18 Commerce Commission. And it's the Commerce
19 Commission that decides whether they get licensed or
20 not, correct?

21 A Correct.

22 Q And they do the background checks, correct?

1 MR. PERL: Off the record?

2 JUDGE KIRKLAND-MONTAQUE: Yes.

3 (A discussion was held off
4 the record.)

5 BY MR. PERL:

6 Q During the relevant time period, when one
7 of these three things occurred, call, surveillance,
8 patrol, the vehicle is then relocated to Lincoln
9 Towing, correct?

10 A Correct.

11 Q Now take us through what happens next.

12 A Well, the driver brings the car to the
13 office, the yard. He stops in the driveway;
14 communicates with the dispatcher; gives him the
15 information on the vehicle, the year, make, model,
16 color, license plate, VIN number if it's available;
17 where he towed it from; and a reason why he was
18 towed.

19 Q And what does the individual taking that
20 information down do with that information?

21 A He writes it onto the 24-hour tow report,
22 and from there, he enters it into the computer

1 system, and then the computer generates the tow
2 invoice.

3 Q And I believe the Court might know this,
4 but what -- just briefly, what is the 24-hour tow
5 report?

6 A It's just a sheet that holds 10 cars and it
7 holds all the information, the same information
8 basically as the invoice, the year, make, model,
9 color, license plate, and VIN, who towed the vehicle,
10 where it was towed from, the police report number,
11 the time it was towed, the date.

12 Q And are you the keeper of records for those
13 documents?

14 A Yes.

15 Q And what does the individual who is writing
16 this information down do next?

17 A After he writes all the information down,
18 enters it into our computer system. He then notifies
19 the Chicago Police Department over the phone, or
20 whatever jurisdiction it was towed from, over the
21 phone, that we towed the vehicle.

22 Q And what are the rules or guidelines for

1 notification?

2 A Within an hour.

3 Q And generally speaking, during the relevant
4 time period, how long do you think it would take to
5 notify either the Chicago Police Department, or
6 Skokie police, or whichever department it was?

7 A On average, I would say within 10 minutes.

8 Q And what does that depend upon?

9 A How busy it is at the time, how many cars
10 they have. And if you call the police department,
11 they might ask you to call back. They might be busy.
12 So it varies.

13 Q And what does the police department do when
14 you call it in? Do they give you a number?

15 A They enter it into their computer system,
16 and, yes, you get a report number and then their name
17 or ID number.

18 Q And that gets put on the 24-hour tow sheet?

19 A Yes, it does.

20 Q Where are those -- what's done with the
21 24-hour tow sheets? What do you do with those?

22 A Well, at the end of -- the tow sheet has 10

1 tows on it, so when it is completed, that tow sheet
2 is then filed away, and then it's faxed to Chicago
3 Police Department once a week. All the tow sheets
4 are faxed to the Chicago Police Department or
5 Evanston or Skokie, wherever that particular tow was
6 from.

7 Q And is there a particular reason, with --
8 especially Chicago, why you fax them in?

9 A I think they just like to have a record of
10 it, and they double check to make sure that there's
11 no hot vehicles, I think.

12 Q No. I mean, as opposed to mailing them.

13 Have they requested of you guys to fax
14 them in rather than by other means or methods?

15 A I just think it's just for convenience.

16 Q Okay. What do you do with the 24-hour tow
17 sheets after you've faxed them into the police
18 departments?

19 A They go back in our filing cabinets.

20 Q And you keep those on record?

21 A Yes.

22 Q I think you stated that the informa- -- the

1 individual -- strike that.

2 What does the driver do next, once he
3 pulls in and gives the information to the dispatcher
4 or the person taking the information?

5 A He then parks the vehicle in the parking
6 lot, and he's done. He's -- he drives out.

7 Q During the relevant time period, how many
8 tow lots did Lincoln Towing operate?

9 A How many lots did we tow cars into?

10 Q Yes, did you operate from.

11 A Oh. Two.

12 Q And what were the addresses?

13 A 4882 North Clark Street, Chicago, Illinois,
14 and 4601 West Armitage, Chicago, Illinois.

15 Q And those are the same two lots that
16 Lincoln's been operating from for many years,
17 correct?

18 A Correct.

19 Q And for the most part, the system that you
20 just described is the same for both locations,
21 correct?

22 A Yes, the same system.

1 Q So how does the information, then, get into
2 the computer system at Lincoln? Is that from the
3 dispatcher?

4 A Yes. The dispatcher would type it in.

5 Q And is that individual the one who's
6 responsible for making sure the records are complete?

7 A Yes.

8 Q How do the dispatchers get trained for
9 their jobs?

10 A On-the-job training, it's usually three to
11 five days working with an already-licensed
12 dispatcher.

13 Q And you are the supervisor, in general, for
14 the dispatchers?

15 A Correct.

16 Q When are the invoices actually printed?

17 A The invoice is printed once the driver --
18 or -- has -- gave all the information to the
19 dispatcher. The dispatcher has it entered into the
20 computer system; it's called into Chicago Police
21 Department. And then as soon as he's able to, then
22 he prints the tow invoice.

1 Q Now, could a tow invoice be printed at the
2 time it's released or prior to that, when the
3 information is taken, either one?

4 A Sometimes it's printed prior to it being
5 released, yes.

6 Q And what reason would we have to see
7 handwriting on a tow invoice?

8 A That would be one that was printed out
9 prior to the person coming to claim the vehicle.

10 Q Because at the time the car comes in, or
11 the truck comes in, there's no way for Lincoln Towing
12 to know who the owner of the vehicle is, is there?

13 A No.

14 Q So a vehicle comes in, you register all of
15 the information. You can't type in the name and
16 address of the owner yet, correct?

17 A No, We cannot.

18 Q And you also can't type in how much they're
19 going to pay you because you don't know if they're
20 going to come that same day or two days later or
21 three days later, and there might be storage fees,
22 correct?

1 A Correct.

2 Q Okay. During the relevant time period, did
3 you have an older computer system than you do now?

4 A Yes.

5 Q How old, or when was that system from, if
6 you know? I don't need the exact date.

7 A Oh. That was from the late '80s.

8 Q And have you, since then, installed a new
9 computer system at Lincoln Towing?

10 A Yes.

11 Q Do you know just approximately when the new
12 system came into place?

13 A It was at the very tail end of the relevant
14 time period.

15 Q So safe to say that pretty much after the
16 relevant time period, was the new system installed
17 and up and operating properly?

18 A Yes.

19 Q And why did you install a new computer
20 system at Lincoln Towing, if you know?

21 A Multiple reasons: The old system just
22 became archaic; it was no longer supported by

1 anybody. It didn't meet a lot of the needs of the
2 Commerce Commission's newer requirements for
3 invoicing, and it just had to be replaced.

4 Q So let's talk about that. The requirements
5 for the invoicing that were in place during the
6 relevant time period, were they the same for the
7 first 25 years that you worked at Lincoln Towing?

8 A No.

9 Q How'd they change?

10 A They constantly evolve. The invoice itself
11 receives tweaks every now and then and there's no
12 notification in advance that's it's going to change.
13 And it's just we got new invoices and we see there's
14 a new checkbox that now the computer has to be
15 reprogramed to print or check or whatever the case
16 may be. And they've added a few things over the
17 years: the medium-duty towing as opposed to the
18 light-duty, caller patrol. There's been a few boxes
19 added; a couple of lines added.

20 Q So let's talk about that for a moment
21 because, you know, typically, when a business
22 prepares and tenders an invoice to someone, they've

1 drafted that invoice themselves, correct?

2 A Correct.

3 Q But not in your case?

4 A No.

5 Q In your case, who actually prepares and
6 drafts the invoices?

7 A The Commerce Commission.

8 Q And you don't have any input on that, do
9 you?

10 A None.

11 Q And yet, Lincoln Towing actually pays the
12 Commerce Commission \$10 per invoice, correct?

13 A Correct.

14 Q So when changes are made to the invoice,
15 they're made by the Commerce Commission without
16 notice to Lincoln, and when you get the invoice,
17 that's when you see it, correct?

18 A Yes. Correct.

19 Q And your older computer system may not have
20 been able to adapt to those changes, correct?

21 A It was not able to, no.

22 Q So that means when you would try to fill

1 out a field in the invoice, sometimes the dispatcher
2 or whoever was doing it would have to print it out
3 and then do it by hand, correct?

4 A Correct.

5 Q What else about the old computer system,
6 regarding the invoices, sometimes created issues?

7 A It did. I noticed a lot of times, it
8 didn't complete the invoice. There would be
9 information that was left off that then, like you
10 said, the dispatcher would have to enter by hand.
11 And it would print odd-looking characters sometimes
12 as opposed to a letter or a number that we would
13 recognize.

14 Q So is part of that due to the fact that the
15 invoices were evolving and changing, and when you
16 input them and printed them out, they weren't always
17 lined up?

18 A Correct.

19 Q Okay. Did you instruct your employees at
20 Lincoln Towing to do the best they could to make sure
21 that the invoices were filled out completely?

22 A Yes. After it was printed out, they would

1 have to then go back and verify the contract number
2 was correct, the license plate number was on the
3 vehicle -- was correct, the license plate number of
4 the tow truck had to be correct.

5 Q Were those types of things that the new
6 invoices were requiring that caused problems with
7 your old computer system?

8 A Yes.

9 Q Is there any reason that you could think of
10 that it would benefit Lincoln Towing not to fully
11 fill out the invoice before they give it to the
12 individual?

13 A No.

14 Q I mean, all it would do would cause you
15 problems with the Commerce Commission, correct?

16 A Correct.

17 Q There's no -- at that point in time, the
18 vehicle was already towed, correct?

19 A Yes.

20 Q Dropped at Lincoln Towing, correct?

21 A Yes.

22 Q And the individual is standing there,

1 ready, willing, and able to pay Lincoln Towing,
2 correct?

3 A A lot of the times, yes.

4 Q Maybe not happy, but they're going to be
5 paying for the vehicle, correct?

6 A Yes.

7 Q So there'd be no reason that you'd
8 purposely want to leave off a field before giving it
9 to the individual picking the vehicle up; is there?

10 A No reason, no.

11 Q Do you believe that Lincoln Towing and its
12 employees made all reasonable efforts that they could
13 to fill out each and every one of the invoices
14 properly?

15 A Yes, I do.

16 Q Now, I'm going to get to this later, but
17 talk to you briefly about it now.

18 During the testimony that you heard
19 prior, there was evidence, actually, I think already
20 in the record with the Commerce Commission showing
21 that Lincoln Towing towed 9,470 vehicles during the
22 relevant time period.

1 Do you recall that?

2 A Yes.

3 Q How many boxes do you think are on each
4 invoice, or fields?

5 A Top of my head, I would probably say
6 there's 30 or 40.

7 Q Okay. So 30 or 40 fields on 9,470
8 invoices, correct?

9 A Correct.

10 Q To be filled out, correct?

11 A Correct.

12 Q And that doesn't -- almost doesn't really
13 include putting in all the individual's name,
14 address, the amounts; those are separate, correct?

15 A Yeah.

16 Q So without you having to do the math for
17 me, does it make sense that that's about 378,800
18 boxes that have to be filled out during the relevant
19 time period?

20 A It sounds right.

21 Q 9,470 times --

22 A Times -- yeah.

1 Q -- 40.

2 A Yeah.

3 Q Okay. And that -- again, that doesn't even
4 include filling out the names, the addresses, the
5 amount that's paid, correct?

6 A Correct.

7 Q That's an -- additional information. Maybe
8 a half a million pieces of information on those
9 invoices, correct?

10 A Correct.

11 Q There were a significant -- strike that.

12 Of the citations that were filed, many
13 of them dealt with the invoices not being filled out
14 completely, correct?

15 A Correct.

16 Q None of them were the invoice wasn't filled
17 out at all, correct?

18 A Correct.

19 Q Sometimes there was one, maybe two fields
20 that weren't filled out correctly -- or complet- -- I
21 said completely, correct?

22 A Yes.

1 Q Now some of them were what's called the VIN
2 number, correct?

3 A Yes.

4 Q If you're standing and just looking at a
5 vehicle, is the VIN number readily apparent?

6 A Not on all vehicles, no.

7 Q Well, is it on any vehicle? You kind of
8 have to kind of peer down through the windshield to
9 see it?

10 A For the most part, yes.

11 Q So give me some background on -- has the
12 VIN number always been a requirement for the Commerce
13 Commission?

14 A No.

15 Q When did that start?

16 A I'm not sure exactly.

17 Q Okay. And the license plate for the
18 vehicle being towed, that's required, correct?

19 A Yes.

20 Q Was there a time when the Commerce
21 Commission just wanted one or the other?

22 A Yeah.

1 Q And what -- what's the purpose of that, if
2 you know, anyway?

3 A It was just to help the person identify
4 their vehicle when they were coming to pick it up.

5 Q And also to notify --

6 A Notify law enforcement.

7 Q Of what vehicle was being towed?

8 A Yes.

9 Q Because law enforcement can determine the
10 ownership of a vehicle by both those methods, can't
11 they?

12 A Yes.

13 Q VIN number and license plate number,
14 correct?

15 A Yes.

16 Q Tell me, if you can, why -- what reasons
17 there would be that you wouldn't be able to have a
18 VIN number on the invoice.

19 A Well, a lot of times, you can't see it.
20 Maybe it's covered; maybe it's got dirt on it. You
21 can't read it. A lot of them rust away and you can't
22 see them.

1 Q Is it possible that there could be, you
2 know, as we all sometimes throw stuff on our
3 windshield, and it -- something could be over there,
4 blocking the VIN number?

5 A More times than not.

6 Q And actual- -- the rules actually state
7 that you don't have to have a VIN number on there if
8 you can't find one.

9 What do the rules state about that?

10 A The rules state that to the best of your
11 ability, you are to list the information on the
12 vehicle.

13 Q So if an invoice doesn't have the VIN
14 number on it, but it also doesn't say what -- we
15 couldn't read it, isn't it possible that they
16 couldn't read the in- -- the VIN number, but they
17 forgot to put on there "not available" or "not
18 apparent"?

19 A Yes.

20 Q And there are other ways to get the VIN
21 number, correct?

22 A Yes.

1 Q I mean, you could get it through opening
2 the hood and looking on the -- I don't want to say
3 the engine, but somewhere inside --

4 A Yeah.

5 Q Okay. But -- and there might even be a way
6 to do it by opening the car door, correct?

7 A Uh-huh.

8 Q You have to say "yes" or "no."

9 A Yes. Oh, I'm sorry. Yes.

10 Q But assuming that the driver doesn't do
11 those things, and the dispatcher doesn't do those
12 things, if you can't see the VIN number through the
13 dashboard, they wouldn't be able to know what the VIN
14 number was, correct?

15 A Correct.

16 Q Okay. And in terms of opening the hood,
17 especially with modern cars, is there any way to open
18 that hood if the vehicle's locked that you know of?

19 A No. No.

20 Q So unless the driver gains access to the
21 vehicle, the only way to know the VIN number is by
22 looking through the windshield, correct?

1 A Correct.

2 Q Would there be any reason why anyone at
3 Lincoln Towing would put a license plate number of a
4 car down, but purposely not put the VIN number down?

5 A No.

6 Q I mean, that wouldn't help Lincoln in any
7 way, correct?

8 A No.

9 Q You don't get paid any more or less money
10 for the tow whether you have the VIN number on there
11 or not, do you?

12 A No.

13 Q When people come -- so now we've got to the
14 point where the vehicle's been relocated, the driver
15 has dropped the vehicle in the lot, and the
16 dispatcher or whoever it is has input some stuff into
17 the computer. Okay?

18 A Uh-huh. Yes.

19 Q And now, an individual comes to pick up
20 their vehicle, right?

21 A Right.

22 Q Sometimes more than one at a time, correct?

1 A Yes.

2 Q So it's possible that there's one
3 dispatcher, one person on-duty, and a couple people
4 standing in line, correct?

5 A Yes.

6 Q So that individual is trying to make sure
7 that these ind- -- these people picking up their
8 vehicles can get in and out timely, correct?

9 A Correct.

10 Q Could that account for sometimes where an
11 invoice is printed and reviewed by the dispatcher,
12 but there's still one line missing?

13 A Yes, could be.

14 Q Let's talk about the contract number, the
15 Illinois Commerce Commission contract number.

16 A Yes.

17 Q Now we saw once or twice where there was a
18 number there, but we got a citation because there was
19 one number left off, correct?

20 A Correct.

21 Q So invoice is printed, dispatcher is
22 looking at it, and there's literally -- do you know

1 how many numbers are on the Commerce Commission
2 contracts now? Is there seven or eight?

3 A They're up to six.

4 Q Six.

5 So it's possible that there's five
6 numbers on it, not six. The dispatcher looks at it
7 and doesn't notice that there's one number missing,
8 correct?

9 A Yes.

10 Q That can happen easily, can't it?

11 A Oh. Very, very easy.

12 Q It isn't that there's nothing listed there
13 at all. That would be a little be easier to detect,
14 correct?

15 A Correct.

16 Q But in the cases where sometimes there's an
17 "R" listed for the tow truck plate --

18 A Okay.

19 Q -- how does that come about, if you know?

20 A Well, that was our old computer system,
21 because when it was in place -- designed, the
22 invoices didn't require a license plate number. They

1 asked for the truck number. So that was the truck
2 number.

3 Q So now, when you had the old system, they
4 would print out the invoice and then hand write in
5 the tow truck license plate number, correct?

6 A Correct.

7 Q Mr. Munyon, you were present during the
8 testimony of Sergeant Sulikowski, correct?

9 A Yes.

10 Q And you heard him comparing Lincoln
11 Towing's 24-hour tow sheets to some exhibits that the
12 Commerce Commission had in their trail book, correct?

13 A Yes.

14 Q The 24-hour tow sheets are actually the tow
15 sheets that you provided -- we provided the Commerce
16 Commission through you, correct?

17 A Yes.

18 Q And there were 947 pages of those pursuant
19 to the Bates stamping on those, correct?

20 A Yes.

21 Q And each one has 10 tows on them, correct?

22 A Yes.

1 Q Okay. And although Sergeant Sulikowski
2 offered no opinion as to whether or not those tows
3 happened or didn't happen, he was just saying, This
4 is what the sheet says, did anyone at the ICC ever
5 tell you that you didn't have a contract for any of
6 those lots during the relevant time period?

7 A No.

8 Q So you heard all the testimony -- and I'm
9 going to go through all of those lots with you. Not
10 one time during the relevant time period, did anyone
11 for the Commerce Commission ever say to you, you
12 towed a vehicle from this lot and you don't have a
13 contract for the lot, did they?

14 A No.

15 Q And not one time, during the entire
16 relevant time period, did the owner of the lot -- of
17 any of those lots say to you, you don't have a
18 contract for those lots, did they?

19 A No.

20 Q And not one time, during the relevant time
21 period, did any of your competitors, including
22 Rendered Services, come to you and say you don't have

1 a contract for those lots; we do, and you shouldn't
2 tow from there, did they?

3 A No.

4 Q And not one time did any of the
5 individual -- the 9,470 people that were towed ever
6 come to you and say, You don't have a contract for
7 those lots, but you towed me anyway, did they?

8 A No.

9 Q So no one ever complained to you during the
10 relevant time period -- actually, even to today's
11 date, no one has ever complained to you other than
12 what they're saying at this hearing that you didn't
13 have a contract for those lots, did they?

14 A No, they did not.

15 Q And actually, to make the record clear,
16 even today, no one's claiming you don't have a
17 contract. They're claiming there's some
18 inconsistency.

19 So through today's date, through today
20 at noon on March 15, 2008 [sic], no one has ever made
21 a claim that you don't have a contract for any of the
22 tows listed in any of the 9,470 tows on the -- on the

1 Exhibits J and K that the Commerce Commission has
2 presented into evidence, have they?

3 A No.

4 Q If, in fact -- and I'll go through these
5 with you more in detail later, But if, in fact, a
6 certain lot was canceled, and Lincoln Towing no
7 longer had the contract, how does the sign come down
8 from that lot?

9 A Most of the time, when a lot is canceled
10 and the cancelation goes through, the property owner
11 will have already taken down the sign. Or if they
12 hire a new towing company, the new towing company
13 would have already taken down the sign. If not, we
14 go and take down the sign.

15 Q Because if a new towing company gets a
16 contract to tow at a lot where you had it, the only
17 way they can tow is if their signs are up, correct?

18 A Correct.

19 Q So the first thing that you do if you get a
20 new lot, or a lot from someone else is -- after
21 signing up the lot, what do you do?

22 A Once we are able to post a sign, we post

1 signs. So if we are canceling another tow company,
2 we have to wait the 10 days, and then we go and post
3 the sign.

4 Q Because you can't tow until you post the
5 sign, can you?

6 A No, we cannot.

7 Q And your competitors know that too, don't
8 they?

9 A Yes, they do.

10 Q I'm going to show you -- or I'm going to
11 review with you what has previously been marked as
12 Staff's Exhibit A.

13 MR. PERL: And Judge, I'm not going to -- I'm
14 going to try to streamline this, because if I don't,
15 we'll be here for about a week.

16 JUDGE KIRKLAND-MONTAQUE: Okay.

17 MR. PERL: But I'm going to go through the
18 lots, the addresses themselves and just ask generic
19 questions. And at some point in time, I may ask the
20 Court if we could do a stipulation, but we'll see if
21 we get there or not. Because if I go through every
22 single one of these and then cross reference them,

1 just doing that will probably take three or four
2 days.

3 So let me start with this, you Honor.
4 I'm just giving you a heads-up that I might want to
5 ask for a stipulation somewhere in the middle.

6 JUDGE KIRKLAND-MONTAQUE: Okay. Go ahead.

7 MR. PERL: So -- and I'm hoping that these are
8 still -- no. I believe that Exhibit A starts with --
9 let's see. What -- what -- Marty, what address --

10 MR. BURZAWA: I had one --

11 MR. PERL: What address do you have for that?

12 MR. BURZAWA: Oh. 213 -- 23 Custer. The pages
13 are numbered.

14 MR. PERL: Yeah. But when we -- when we put
15 them in the binder, it went through some of the
16 numbering of them. So --

17 MR. BURZAWA: They're numbered at the bottom.

18 MR. PERL: I know. When we -- when we
19 literally went through the clip on them, some of
20 those were the bottom, like here, and you can't
21 always read the page number.

22 MR. BURZAWA: Oh, I see. The next number.

1 MR. PERL: Yeah.

2 MR. BURZAWA: You know, so the front is 1 and
3 the back is 2.

4 MR. PERL: 223 Custer.

5 BY MR. PERL:

6 Q Are you familiar with the lot located at
7 223 Custer Avenue in Evanston?

8 A Yes.

9 Q Going back for a second, you've heard
10 Sergeant Sulikowski's testimony, correct?

11 A Yes.

12 Q And they went through Exhibits A, B -- A
13 and B, and compared and contrasted them to the
14 24-hour tow sheets, correct?

15 A Yes.

16 Q Did you, then, go back and look through
17 your records to determine whether or not Lincoln
18 Towing had an active contract for each and every one
19 of those lots that they towed from during the
20 relevant time period?

21 A Yes.

22 Q And what did you find?

1 MR. BURZAWA: I'm going to object to this line
2 of questioning, Judge, because those records that
3 Mr. Munyon reviewed were not disclosed prior to this
4 hearing, so I think it would be improper to have him
5 base his testimony on them pursuant to not being
6 disclosed pursuant to Rule 214.

7 JUDGE KIRKLAND-MONTAQUE: How would he even
8 know to do that unless -- until after the testimony
9 from the officer? If the officer's testifying that
10 these addresses don't have contracts, it's logical
11 that he'd go check his files.

12 MR. BURZAWA: And they'll -- those files
13 weren't disclosed. They could have been disclosed in
14 the interim. They could -- those files could be now
15 introduced. But I think it's improper for Mr. Munyon
16 to be testifying now, you know, supposedly based on
17 his memory of reviewing thousands and thousands of
18 documents.

19 MR. PERL: Well, Judge, just for the record, we
20 didn't get these documents until April 24th, 2017,
21 when discovery was closed already.

22 So how could I have disclosed

1 something to them that I didn't know about until two
2 weeks before trial? And I'd been through this before
3 ad nauseam, and I asked you to open up discovery, and
4 you wouldn't. So I can't submit any more documents
5 to you because discovery is closed.

6 A couple of weeks ago, I asked you
7 again, can we reopen discovery, so I can then attack
8 these things that I just learned about two weeks
9 before the hearing, and you said, no, go forward.
10 I'm going forward.

11 So the only thing I could do is have
12 my client review the records to see that -- I
13 couldn't have disclosed them to Counsel because he
14 didn't disclose this to me until April 24th, 2017.
15 Clearly, that's in the record.

16 So it's absolutely p- -- first of all,
17 the objection isn't even proper. Any witness can
18 testify from their mem- -- from their memory anyway.
19 So he can testify to anything he wants to, period.
20 He doesn't have to have the document in front of him.
21 And I don't have it in front of me because I'm not
22 allowed to because I wasn't allowed to produce these

1 into evidence. So the only way I can now rebut what
2 they said is to have him testify.

3 And I don't know of any valid
4 objection that says that -- now, if I tendered
5 documents to you this morning, maybe they could
6 object to them, but I'm not. He's testifying from
7 his memory.

8 MR. BURZAWA: He's not testifying from his
9 memory; he's testifying from hearsay evidence. He
10 had to go actually review documents, and so those
11 documents, technically, are hearsay unless there's
12 some type of exception established, and there's not.

13 They would be able to introduce the
14 documents themselves via business records exception,
15 but a witness can't testify from hearsay evidence.

16 JUDGE KIRKLAND-MONTAQUE: That's -- wait a
17 minute.

18 MR. PERL: Wow.

19 JUDGE KIRKLAND-MONTAQUE: You presented these
20 documents, and the officer testified. And then he
21 goes and looks at his own records, and now he's
22 testifying. He's been -- he's not even presenting

1 the records or anything today.

2 MR. BURZAWA: So his testimony is based on
3 hearsay.

4 MR. PERL: What? How -- I guess I'll just ask
5 him a new question: Do you know whether or not you
6 have a contract? He can testify to that.

7 MR. BURZAWA: And --

8 MR. PERL: It's not hearsay.

9 Counsel's real -- you know what, when
10 I say hearsay, Counsel always says it's not going to
11 prove the truth of the matter asserted. I guess I
12 could say the same thing. It's not going to prove
13 the truth of the matter asserted, whatever that
14 means. I don't think it's actually a valid
15 objection, but Counsel has made it about a hundred
16 times in this case.

17 This witness can testify from his
18 memory. If this attorney has some documents that
19 they haven't disclosed to me that show something
20 different, which they don't, present them. I'm going
21 to ask him questions. I asked him many questions. I
22 said how is it that you do certain things in Lincoln

1 Towing. It's all from his memory. All of it is.

2 Hearsay can only apply if I'm asking
3 to submit a document to you, and -- and actually, you
4 could actually read from it; you just can't have
5 it -- it still doesn't go into evidence. But we're
6 not even doing that.

7 All I'm asking him to do is -- I'll
8 ask him all the questions about these lots, and he
9 can tell me "yes" or "no." I'm not presenting any
10 documents. Unless you want to reopen discovery for
11 me like I asked last time, and then I'll present you
12 all of the contracts for these lots that were there
13 at the relevant time from everywhere we towed from,
14 but I couldn't do it.

15 So I will ask the Court again, give me
16 a couple of months to open the case back up again,
17 bring it to discovery -- I'll bring in all the lot
18 owners, I'll bring in all the customers, and I'll
19 bring in all the contracts, and I will show you that.
20 But it will take a couple months for me to do it.

21 MR. BURZAWA: Nothing was preventing Counsel
22 from bringing in the actual contracts here and laying

1 a business records foundation. And Mr. Munyon is not
2 testifying from his memory. He doesn't have some
3 type of personal knowledge of entering into a
4 contract that may have been entered into --

5 JUDGE KIRKLAND-MONTAQUE: Hold on.

6 MR. BURZAWA: -- seven, ten years ago.

7 MR. PERL: How does he know that?

8 JUDGE KIRKLAND-MONTAQUE: Hold on.

9 MR. BURZAWA: He is --

10 JUDGE KIRKLAND-MONTAQUE: Stop. Stop.

11 What's the question? Court Reporter,
12 can you read back --

13 THE REPORTER: Can you give me a couple
14 minutes.

15 JUDGE KIRKLAND-MONTAQUE: I'm sorry. Yeah.

16 MR. PERL: And I could easily just rephrase the
17 question, if you want me to.

18 JUDGE KIRKLAND-MONTAQUE: Rephrase the question
19 then. We'll move forward then.

20 BY MR. PERL:

21 Q Let me ask you a question, Mr. Munyon.

22 You're familiar with the lot at 223

1 Custer Avenue in Evanston?

2 A Yes.

3 Q And during the relevant time period, did
4 Lincoln Towing have a contract for relocating
5 vehicles from that lot?

6 A Yes.

7 MR. BURZAWA: Objection. Lack of personal
8 knowledge based on hearsay.

9 JUDGE KIRKLAND-MONTAQUE: Over- --

10 MR. PERL: What?

11 JUDGE KIRKLAND-MONTAQUE: Overruled. How can
12 you say that? He asked a question. How do you know
13 it's based on hearsay?

14 MR. BURZAWA: The only way that Mr. Munyon
15 would know that -- he just before, during our
16 argument, said that he went back and checked the
17 contracts for these particular addresses. So the
18 only way that he knows that those addresses were in
19 ef- -- in effect during those days is by reading the
20 actual document.

21 So Mr. Perl is trying to get in
22 documentary evidence indirectly from a witness.

1 JUDGE KIRKLAND-MONTAQUE: No. There's no
2 documents. He just asked if you had a contract, and
3 he said yes. I don't understand how that's hearsay.

4 MR. BURZAWA: But that answer is based on a
5 hearsay evidence. It's based on the business records
6 of --

7 JUDGE KIRKLAND-MONTAQUE: No.

8 MR. BURZAWA: -- Lincoln.

9 JUDGE KIRKLAND-MONTAQUE: I disagree. I'm
10 going to overrule that.

11 MR. PERL: Thank you.

12 JUDGE KIRKLAND-MONTAQUE: Go ahead.

13 BY MR. PERL:

14 Q Are you familiar with the lot located at
15 834 West Leland Avenue in Chicago?

16 A Yes.

17 Q During the relevant time period, did
18 Lincoln Towing have a contract to relocate vehicles
19 from that address?

20 A Yes.

21 MR. BURZAWA: What page is 834 Leland?

22 MR. PERL: That was 2. I'm now back at page 1,

1 I think. Is that right?

2 MR. BURZAWA: Yeah. It's page 2.

3 BY MR. PERL:

4 Q Are you familiar with the lot located at
5 850 West Eastwood Avenue in Chicago, Illinois?

6 A Yes.

7 Q During the relevant time period, did
8 Lincoln Towing have a contract to relocate vehicles
9 from that address?

10 A Yes.

11 Q Would the Commerce Commission ever allow
12 two contracts at the same property at the same time?

13 A I've seen it in E-relocator.

14 Q Is it proper?

15 A No.

16 Q How does that happen?

17 A I have no idea.

18 Q You couldn't do that, could you? It would
19 have to be the Commerce Commission doing it, correct?

20 A Correct.

21 Q If you look at Exhibit -- I'm sorry, page 3
22 of Exhibit A, that's the 850 West Eastwood Avenue.

1 Take a look at that.

2 It somehow seems to show that the
3 Commerce Commission received a contract on March 7,
4 2007, from Lincoln, entered on that day, and then
5 canceled it in June of 2012. But right below it, it
6 says there's a contract on March 9th of 2017, entered
7 on March 9th of 2017, and never canceled.

8 A Yes.

9 Q Is that possible? I mean, you didn't
10 submit two contracts, did you?

11 A No.

12 Q Let's see if I can find page 4. Hold on.

13 Are you familiar with the lot located
14 at 1415 West Morse Avenue in Chicago?

15 A Yes.

16 Q Did Lincoln Towing have a contract to
17 relocate vehicles during the relevant time period for
18 1415 West Morse Avenue in Chicago?

19 A Yes.

20 Q Are you familiar with the property located
21 at 1730 West Terra Cotta Place in Chicago?

22 A Yes.

1 Q Did Lincoln Towing have a contract to
2 relocate vehicles from that lot during the relevant
3 time period?

4 A Yes.

5 Q Are you familiar with the lot located at
6 2001 West Devon Avenue in Chicago?

7 A Yes.

8 Q During the relevant time period, did
9 Lincoln Towing have a contract to relocate vehicles
10 from 2001 West Devon Avenue in Chicago?

11 A Yes.

12 Q Are you familiar with the lot located at
13 2245 North Halsted Street in Chicago?

14 A Yes.

15 Q During the relevant time period, did
16 Lincoln Towing have a contract to relocate vehicles
17 from that lot?

18 A Yes.

19 Q Are you familiar with the lot located at
20 2454 West Peterson Avenue in Chicago?

21 A Yes.

22 Q During the relevant time period, did

1 Lincoln Towing have a contract to relocate vehicles
2 from 2454 West Peterson Avenue in Chicago?

3 A Yes.

4 Q Are you familiar with the lot located at
5 2626 N Lincoln Avenue in Chicago?

6 A Yes.

7 Q During the relevant time period, did
8 Lincoln Towing have a contract to relocate vehicles
9 from the lot located at 2626 North Lincoln Avenue in
10 Chicago?

11 A Yes.

12 Q Now, for these -- I believe there's 10 lots
13 so far.

14 A Uh-huh.

15 Q For these 10 lots that I've talked to you
16 about, during the relevant time period or any time
17 subsequent or after that, did Lincoln Towing receive
18 any citations for the relevant time period that they
19 improperly towed a vehicle from this contr- -- this
20 lot without a contract?

21 A None.

22 Q Did you receive any complaints from anybody

1 about towing vehicles or relocating vehicles for this
2 contract?

3 A No.

4 Q From these lots?

5 A No, we did not.

6 Q I'm sorry.

7 Did we do 2801 West Devon?

8 A No.

9 Q Okay. So are you familiar with the lot
10 located at 2801 West Devon Avenue in Chicago?

11 A I am, yes.

12 Q During the relevant time period, did
13 Lincoln Towing have a contract to relocate vehicles
14 from that property?

15 A Yes.

16 Q Do you know -- by the way, do you know what
17 was there during the relevant time period?

18 A There was a CVS drugstore and a few other
19 businesses.

20 Q So you know that from your memory, correct?

21 A Correct.

22 Q Okay. So you're familiar enough with that

1 lot to know that?

2 A Yes.

3 Q And you're also familiar enough to know
4 that there was a contract during the relevant time
5 period to relocate from that property, correct?

6 A Yes, there is.

7 Q Are you familiar with the lot located at
8 2828 North Broadway in Chicago?

9 A Yes. Yes.

10 Q During the relevant time period, did
11 Lincoln Towing have a contract to relocate vehicles
12 from 2828 North Broadway in Chicago?

13 A Yes.

14 Q Are you familiar with the lot at 3214 North
15 Kimball Avenue in Chicago?

16 A Yes.

17 Q During the relevant time period, did
18 Lincoln Towing have a contract to relocate vehicles
19 from 3214 North Kimball Avenue in Chicago?

20 A Yes.

21 MR. PERL: Judge, can we take a short recess
22 for the -- a restroom and then...

1 JUDGE KIRKLAND-MONTAQUE: Sure. Let's do a
2 15-minute break.

3 (After a short recess, the
4 proceeding resumed as
5 follows:)

6 MR. PERL: So for the record, your Honor, I
7 believe that I am now on page 16 of Exhibit A.

8 JUDGE KIRKLAND-MONTAQUE: Okay.

9 MR. PERL: Which the address is 3700 North
10 Broadway.

11 For the record, I believe that
12 Exhibit A goes through Bates stamp No. 31.

13 MR. BURZAWA: I have 32.

14 MR. PERL: 32?

15 MR. BURZAWA: Yeah.

16 MR. PERL: Okay. Yes, 32.

17 And maybe I'll do the stipulations for
18 each exhibit separately.

19 JUDGE KIRKLAND-MONTAQUE: Yes.

20 MR. PERL: So --

21 JUDGE KIRKLAND-MONTAQUE: So I have 32, okay.

22

1 BY MR. PERL:

2 Q Mr. Munyon, I've asked you pretty much the
3 same questions for each and every lot up till now,
4 correct?

5 A Correct.

6 Q So the relevant questions would be did
7 Lincoln Towing have an active contract for the towing
8 and/or relocation of illegally parked vehicles from
9 private property on all of the lots listed in -- all
10 the lots -- all of the lots listed in Exhibit A,
11 which include Bates stamps Nos. 1 through 32.

12 Would your answer be the same for all
13 of those?

14 A Yes, it would.

15 Q So it's your testimony that Lincoln Towing
16 had an active contract for each and every one of the
17 lots listed in Exhibit A, Bates stamps 1 through 32,
18 correct?

19 A Yes. Correct.

20 MR. PERL: So, Judge, I'd just like to
21 stipulate, for the record, that the parties are in
22 agreement that if asked the same questions, this

1 witness would give the same or substantially the same
2 answers.

3 JUDGE KIRKLAND-MONTAQUE: Okay.

4 BY MR. PERL:

5 Q Turning our attention, now, to Exhibit B --
6 and by the way, just to clarify, you know that
7 because you've had an opportunity to review
8 Exhibit A, correct?

9 A Correct.

10 Q And you've seen all of the lots listed in
11 Exhibit A, correct?

12 A Yes.

13 Q And that's how you're able to state that,
14 correct?

15 A Correct.

16 Q Exhibit B -- well, let me show you
17 Exhibit B.

18 Have you seen Exhibit B before?

19 A Yes, I have.

20 Q And Exhibit B is Bates stamped 1 through
21 43.

22 A Yes.

1 Q Correct?

2 A Correct.

3 Q And contained on Exhibit B are lots that
4 Lincoln Towing has contracts for, correct?

5 A Correct.

6 Q And this is an exhibit that was created by
7 somebody at the Commerce Commission, correct? You
8 don't know who, correct?

9 A No idea.

10 Q And you don't know where it was created
11 from, correct?

12 A No, I do not.

13 Q But you do know there's a list of lots on
14 Exhibit B, correct?

15 A Correct.

16 Q This is the same for Exhibit A, by the way.
17 You don't know what Exhibit A actually
18 is, do you?

19 A No, I do not.

20 Q You don't know where it was created from,
21 or who created it, or when they created it, do you?

22 A No.

1 Q You just know that there's a list of
2 addresses that you recognize as lots that Lincoln
3 Towing has contracts on during the relevant time
4 period, correct?

5 A Correct.

6 Q Okay. So Exhibit B, page 1, starts with
7 111 South Halsted Street, Chicago.

8 Do you see that?

9 A Yes.

10 Q Did Lincoln Towing have a contract to tow
11 from 111 South Halsted Street during the relevant
12 time period?

13 A Yes.

14 Q You've seen all the other lots contained in
15 pages 1 through 43 of Exhibit B, correct?

16 A Correct.

17 Q Did Lincoln Towing have a contract to tow
18 from those lots during the relevant time period?

19 A Yes.

20 MR. PERL: So, Judge, I would ask for a
21 stipulation that on the record between the parties
22 that for the purpose of streamlining this witness's

1 testimony, we've agreed that the witness would answer
2 the question in the aggregate that he is familiar
3 with the lots contained in Exhibits A and B, has
4 reviewed Exhibits A and B, and has determined that
5 there were lot -- there were contracts to tow from
6 those property addresses and lots during the relevant
7 time period.

8 That was the stipulation that I would
9 be requesting from Counsel.

10 MR. BURZAWA: I think we already established
11 that, yeah. I mean --

12 MR. PERL: Well, I'd like it on the record. We
13 did it off the record.

14 MR. BURZAWA: Yeah. I stipulate. I allowed
15 the question, so yeah, I --

16 JUDGE KIRKLAND-MONTAQUE: Okay.

17 MR. BURZAWA: I stipulate to it.

18 JUDGE KIRKLAND-MONTAQUE: All right.

19 MR. PERL: You don't get a choice to allow the
20 question, that's for the judge. But as long as you
21 stipulated to it --

22 JUDGE KIRKLAND-MONTAQUE: All right. All

1 right. He stipulated to the question -- to the
2 information that you presented.

3 MR. PERL: Okay. So, Judge, could we now break
4 for lunch and I will organize everything else that I
5 need and finish up?

6 JUDGE KIRKLAND-MONTAQUE: All right. Can we --
7 it's -- it's 10 to 1:00. Can we get back here by a
8 quarter to 2:00?

9 MR. PERL: Yeah.

10 JUDGE KIRKLAND-MONTAQUE: A quarter to 2:00.

11 MR. PERL: Sure.

12 JUDGE KIRKLAND-MONTAQUE: Just a little shy
13 of 1:00.

14 MR. PERL: No problem.

15 (Whereupon, a luncheon
16 recess was taken to
17 resume at 1:45 p.m.)

18 JUDGE KIRKLAND-MONTAQUE: Okay.

19 Mr. Perl?

20 MR. PERL: Thank you, your Honor.

21 BY MR. PERL:

22 Q Mr. Munyon, we were previously discussing

1 the documents contained in the Commerce Commission's
2 Exhibits A and B.

3 Do you recall that?

4 A Yes.

5 Q And Exhibits A and B have some kind of list
6 of addresses for lots. And Exhibit A goes from
7 page 1 to page 31, and Exhibit B goes from page 1 to
8 page 43.

9 Do you recall that?

10 A Yes.

11 Q Now, you have had an opportunity, prior to
12 today, on more than one occasion, to review
13 Exhibits A and B, correct?

14 A Correct.

15 Q To the best of your recollection, were all
16 the contracts -- were all the lots listed on
17 Exhibits A and B properly e-filed with the MCIS
18 Illinois Commerce Commission [sic]?

19 A Yes.

20 Q You are the keeper of records for all these
21 contracts, correct?

22 A Yes.

1 Q The final responsibility for all these
2 contracts being entered into and entered into the
3 e-filing system is yours, isn't it?

4 A Yes, it is.

5 Q And you have direct knowledge of these
6 contracts being e-filed because that's your job and
7 your responsibility, correct?

8 A Correct.

9 Q And when a contract is e-filed, how do you
10 know the information you put in actually came back --
11 comes back to you as being e-filed properly with the
12 Commerce Commission?

13 A We're issued a control number. They call
14 it "contract number."

15 Q For every contract that you e-file,
16 correct?

17 A Correct.

18 Q And to the best of your recollection, is
19 that control number contained on every one of the
20 contracts that you testified earlier were in
21 existence during the relevant time period?

22 A Yes, it was.

1 Q During the relevant time period, did anyone
2 from the Illinois Commerce Commission ever approach
3 you, and tell you that the contracts were not
4 properly e-filed for any of the lots contained in
5 Exhibits A or B?

6 A No.

7 Q During the relevant time period, did any of
8 the lot owners ever approach you and tell you that
9 the contracts in Exhibits A and B were not properly
10 e-filed?

11 A No.

12 Q During the relevant time period, did an
13 individuals whose vehicles were relocated approach
14 you and tell you that the contracts contained in
15 Exhibits A and B were not properly e-filed?

16 A No.

17 Q Now, I'm going to ask you the same question
18 because I didn't real- -- hit this before.

19 Also incorporated in Staff's list of
20 exhibits, are Exhibits J and K. And those are the
21 24-hour tow logs for Lincoln Towing's lots, correct?

22 A Correct.

1 Q And one of them is for the Clark Street lot
2 and one's for the Armitage lot, correct?

3 A Yes.

4 Q And what Sergeant Sulikowski testified to
5 was he was looking at the 24-hour tow logs and
6 comparing them to Exhibits A and B, whatever those
7 documents are, correct?

8 A Yes.

9 Q And all of the tows that are encompassed in
10 Exhibits J and K are from lots that are listed in
11 Exhibits A and B, correct?

12 A Correct.

13 Q Okay. During the relevant time period, did
14 anyone from the Illinois Commerce Commission, whether
15 it's a police officer, an investigator, a supervisor,
16 attorney, anyone, ever approach you and inform you
17 that Lincoln Towing was receiving too many citations
18 during the relevant time period?

19 A No.

20 Q During the relevant time period, did anyone
21 from the Illinois Commerce Commission, of those
22 groups of people or anyone else from the Commerce

1 Commission ever approach you and inform you that
2 Lincoln Towing was receiving more citations than are
3 normal -- or typ- -- usual?

4 A No.

5 Q Now, you're aware that in or about
6 July 24th of 2015, the Illinois Commerce Commission
7 renewed Lincoln Towing's license to relocate,
8 correct?

9 A Correct.

10 Q During the relevant time period, did anyone
11 from the Illinois Commerce Commission approach you
12 and tell you that Lincoln Towing was doing anything
13 differently than they did when they were renewed on
14 or about July 24th, 2015?

15 A No.

16 Q During the relevant time period, did anyone
17 from the Commerce Commission approach you in your
18 capacity as general manager of Lincoln Towing, and
19 inform you that your license was at risk because some
20 of the practices at Lincoln Towing were not proper?

21 A No.

22 Q During the relevant time period, did anyone

1 from the ICC ever inform you that Lincoln Towing
2 needed to change the way they were operating?

3 A No.

4 Q During the relative time period, did anyone
5 from the Commerce Commission ever tell you or inform
6 you that Lincoln Towing wasn't fit to hold their
7 relocator's license?

8 A No.

9 Q Now, we've established the Commerce
10 Commission themselves said you were fit to hold a
11 license on or about July 24th, 2015, correct?

12 A Yes.

13 Q So just to be clear, subsequent to
14 July 24th, 2015, did anyone at the Commerce
15 Commission ever approach you and tell you that
16 Lincoln Towing somehow now was not -- no longer fit
17 to hold a license, when they were on July 24th, 2015.

18 A No.

19 Q Now, you answered no to all those
20 questions, correct, regarding the Illinois Commerce
21 Commission contacting you?

22 A Correct.

1 Q Who is the individual at Lincoln Towing
2 that is tasked with interacting with the Illinois
3 Commerce Commission?

4 A That's me.

5 Q And that's been for quite some time, hasn't
6 it?

7 A Yes.

8 Q And in the past, when the Commerce
9 Commission has had specific questions for you at
10 Lincoln Towing, have you been responsive to them?

11 A Yes.

12 Q During the relevant time period, did anyone
13 at the Commerce Commission ever contact you to ask
14 you a question, and you didn't get back to them.

15 A No.

16 Q During the relevant time period, did anyone
17 at the Commerce Commission ever complain to you that
18 you weren't being responsive to them?

19 A No.

20 Q Have you always been responsive to anyone
21 at the Commerce Commission if they had a question for
22 you?

1 A Yes.

2 Q Would there be any reason that you could
3 think of why anyone at the Commerce Commission,
4 including the police officers and investigators that
5 you do interface with, would there be any reason that
6 they would believe that if you -- if they asked you
7 to change the methods of the way you were towing
8 things or doing things that you wouldn't be
9 responsive?

10 A No.

11 Q If anyone from the Commerce Commission had
12 approached you during the relevant time period, with
13 any issues, what would you have done?

14 A I would have discussed it with them and
15 figured out a way to work it out and figure out how
16 we could work better for them and their suggestions.

17 Q Is it possible for you to do any of those
18 things if the Commerce Commission won't let you know
19 what they think you need to do?

20 A No.

21 Q As you sit here today, has anyone from the
22 Commerce Commission ever approached you as a

1 representative of Lincoln Towing and told you what
2 you need to be doing in order to be in, what they
3 believe, compliance?

4 A No.

5 Q You heard and we discussed about the prior
6 testimony regarding -- during the relevant time
7 period, there were approximately 900- -- 9,470
8 vehicles towed, correct?

9 A Correct.

10 Q You've also heard testimony about the
11 citations that Lincoln Towing received during the
12 relevant time period, correct?

13 A Yes.

14 Q And you've heard me say on many occasions
15 that the number of citations that Lincoln Towing
16 received during the relevant time period, based upon
17 the number of vehicles Lincoln Towing relocated
18 during the relevant time period, is very low,
19 correct?

20 A Correct.

21 MR. BURZAWA: Objection. Irrelevant.

22 Why is it important for this witness

1 to have heard Mr. Perl say that?

2 MR. PERL: Well, maybe I can get to the next
3 question and clear that up.

4 JUDGE KIRKLAND-MONTAQUE: The topic is
5 relevant. Go ahead, Mr. -- overruled.

6 Go ahead.

7 BY MR. PERL:

8 Q You've also heard me say on equally as many
9 occasions that the number of times Lincoln Towing was
10 actually found liable on any citations during the
11 relevant time period is even lower, haven't you?

12 A Yes.

13 MR. BURZAWA: Objection. Irrelevant.

14 How is Mr. Munyon hearing Mr. Perl say
15 that going to prove or disprove any issue in this
16 case?

17 MR. PERL: I have to ask some qualifying
18 questions before I ask that question.

19 MR. BURZAWA: Those aren't foundational
20 questions: Did you hear me say this during this
21 hearing; commenting on testimony, commenting on
22 questions. That's completely irrelevant for a

1 witness to do.

2 JUDGE KIRKLAND-MONTAQUE: Well, why don't
3 you -- seems --

4 MR. PERL: Here, Judge, just because Counsel
5 says it doesn't make it so; it's not irrelevant. I'm
6 not sure, you know, what locales that objection would
7 fly, but I can ask this witness pretty much any
8 question I want to as long as it's relevant. And
9 that's absolutely relevant; I've been beating it to
10 death: the number of tows and the percentage of tows.
11 And I'm going to ask him a couple questions regarding
12 that.

13 So asking some qualifying,
14 foundational questions of a witness is relevant. I'm
15 not asking about the weather, am I?

16 MR. BURZAWA: How are they qualifying
17 questions? Qualifying questions would be, "Do you
18 know how many cars Lincoln towed?" "Do you know how
19 many citations you received?", not, "Did you hear me,
20 you know, two months ago say that Lincoln tows 13,000
21 cars?"

22 JUDGE KIRKLAND-MONTAQUE: Well, he asked did

1 you hear Officer Sulikowski say something.

2 MR. BURZAWA: And I made the same objection.

3 JUDGE KIRKLAND-MONTAQUE: I don't think so.

4 MR. BURZAWA: I -- d- -- yeah. I did.

5 MR. PERL: And you overruled it.

6 MR. BURZAWA: I did object to the -- this
7 witness commenting on prior evidence and testimony
8 because the evidence is what it is, not what the
9 witness thinks it is.

10 MR. PERL: Okay.

11 JUDGE KIRKLAND-MONTAQUE: But he can testify to
12 what he's heard or seen in the proceeding.

13 MR. BURZAWA: Yes. And relevancy -- the
14 standard for relevancy is that the answer, the
15 evidence, in this particular case, the witness's
16 answer will prove or disprove a particular issue in
17 the case.

18 And how is --

19 JUDGE KIRKLAND-MONTAQUE: Every -- every --

20 MR. BURZAWA: -- the fact that he heard --

21 MR. PERL: That's not relevancy.

22 MR. BURZAWA: How --

1 MR. PERL: That's -- that's made up.

2 JUDGE KIRKLAND-MONTAQUE: Every questions has
3 to -- that -- I don't think so.

4 Let's -- I think he's setting --
5 laying a foundation for --

6 MR. PERL: I'm trying to.

7 JUDGE KIRKLAND-MONTAQUE: I'm going to overrule
8 the objection and allow you to continue.

9 BY MR. PERL:

10 Q And the number that was elicited in the
11 courtroom was something like three-tenths of one
12 percent of all of the tows during the relevant time
13 period was there a finding of liable for Lincoln
14 Towing, correct?

15 MR. BURZAWA: Objection. Leading. It's
16 improper to bolster a prior witness or testimony.

17 JUDGE KIRKLAND-MONTAQUE: Wait. What was your
18 question? I'm sorry.

19 Can you read the question back.

20 (The last question was read
21 by the reporter.)

22 JUDGE KIRKLAND-MONTAQUE: The question's not

1 clear to me, first of all, Mr. Perl. Can you --

2 MR. PERL: Sure. I'll rephrase it.

3 BY MR. PERL:

4 Q Did Sergeant Sulikowski agree that it was
5 approximately three-tenths of one percent of all of
6 the tows during the relevant time period where
7 Lincoln Towing was found liable?

8 MR. BURZAWA: Objection. Bolstering.

9 JUDGE KIRKLAND-MONTAQUE: How so?

10 MR. BURZAWA: You can't --

11 MR. PERL: Bolster...

12 MR. BURZAWA: It's improper for one witness to
13 bolster the testimony of another witness.

14 MR. PERL: Bolster? It's his witness that
15 testified to it, not mine. How is that bolstering?

16 Is he say- -- is he admitting that his
17 witness said something that helps my case?

18 MR. BURZAWA: What --

19 MR. PERL: Because that's bolstering.

20 MR. BURZAWA: What the witness said is in the
21 transcript, and there's no need to have this witness
22 verify that. The --

1 JUDGE KIRKLAND-MONTAQUE: Where are you trying
2 to go, Mr. Perl?

3 MR. PERL: Well, you know, Judge, I would have
4 been done already, but since it's an objection to
5 every single question, the same objection to every
6 single question, I'm trying to -- I -- I would get
7 there.

8 What I'm hearing -- do you want me to
9 tell you what I'm trying to do? I mean, I'm not
10 supposed to, but I will.

11 Here's where I'm going with it: 9,470
12 tows happened during this time --

13 MR. BURZAWA: Just lay the foundation --

14 MR. PERL: But I'm doing it.

15 MR. BURZAWA: -- for your witness.

16 No, you're not. You're asking him to
17 ver- -- you know, confirm what you said before.

18 MR. PERL: Well, see, Marty, here's the
19 wonderful part about it, you don't get to decide --

20 JUDGE KIRKLAND-MONTAQUE: Dont argue --

21 MR. PERL: -- the judge does.

22 JUDGE KIRKLAND-MONTAQUE: Don't argue

1 because the court reporter can't get --

2 MR. PERL: And your objections were overruled,
3 so let me just keep going with the questions. You
4 don't like the fact that your objection was
5 overruled, but -- I'm sorry.

6 MR. BURZAWA: The last one wasn't overruled
7 yet. So...

8 JUDGE KIRKLAND-MONTAQUE: Okay. I'm going to
9 overrule it because I want to figure out where
10 Mr. Perl is going with this.

11 MR. PERL: Okay.

12 JUDGE KIRKLAND-MONTAQUE: Go ahead.

13 BY MR. PERL:

14 Q What's your experience -- well, let me ask
15 you a question:

16 Do you think that that's a pretty low
17 amount, percentage-wise, of citations, based on a
18 9,470 tows, where Lincoln was found liable?

19 A Extremely low.

20 Q What's your experience with people that get
21 towed? Are they happy about it?

22 A No, they're not very happy.

1 Q So even if a person clearly parks
2 illegally, they don't come to Lincoln and say, Hey,
3 thanks so much for towing my vehicle, do they?

4 A They do not.

5 Q They don't say, You know what, I parked in
6 this older lady or gentleman's spot in the winter,
7 and as a result they couldn't get in their spot, and
8 I feel terrible about it. Thanks so much for towing
9 my vehicle.

10 They don't do that, do they?

11 A No.

12 Q Pretty much everybody that gets towed isn't
13 happy about it, are they?

14 A No, they are not happy.

15 Q So you've got 9,470 unhappy people during
16 the relevant time period, correct?

17 A Correct.

18 Q Is it easy or is it difficult for them to
19 complain about Lincoln Towing?

20 A It's very easy.

21 Q How do they do it?

22 A They just fill out the complaint report on

1 their receipt that they're given.

2 Q So let's say this is an invoice.

3 MR. PERL: For the record, I'm showing him what
4 was marked as Exhibit A.

5 BY MR. PERL:

6 Q Let's just say this blue or green -- I'm
7 not sure -- piece of paper is an invoice.

8 Where is the complaint form?

9 A Right on the back.

10 Q So they turn over the invoice that every
11 one of these people got.

12 So 9,470 people got a complaint form,
13 correct?

14 A Correct.

15 Q And all I've got to do is turn it over and
16 fill it out to complain against Lincoln Towing,
17 right?

18 A That's it.

19 Q They don't have to e-mail anything, do
20 they?

21 A No.

22 Q They don't have to request a complaint form

1 from anybody, do they?

2 A No.

3 Q They don't have to call anybody for a
4 complaint form, do they?

5 A No.

6 Q They just turn it over?

7 A Correct.

8 Q Okay. Now, based upon the prior testimony,
9 we know from the evidence that the ICC presented that
10 there was a small percentage of people that even
11 filed a complaint with the Illinois Commerce
12 Commission during the relevant time period, relative
13 to the 9,470, correct?

14 A Correct.

15 Q It wasn't 9,300 people that complained?

16 A No, it wasn't.

17 Q It wasn't even in the thousands that
18 complained, was it?

19 A No.

20 Q And in fact, if you looked at Exhibit 3,
21 the Commerce Commission, when determining they were
22 going to initiate this action, one month prior to the

1 end date, said there were only 28 citations that had
2 been written, didn't they?

3 A Yes.

4 Q Okay. That's a really small amount, isn't
5 it?

6 A Yes.

7 Q Even though the numbers are small, or were
8 small during the relevant time period, is Lincoln
9 Towing striving to get that to no complaints?
10 Wouldn't they love -- would you like to have no
11 complaints?

12 A Oh, yes, very much.

13 Q And did you put in a new computer system?

14 A Yes.

15 Q Was that one of the reasons, to try to do
16 better with the invoices?

17 A Yes.

18 Q And have you been doing better with the
19 invoices?

20 A Yes.

21 Q How do you know?

22 A We haven't been getting those citations any

1 longer.

2 Q So you're not getting the citations any
3 longer regarding incomplete invoices, are you?

4 A No, we are not.

5 Q You gave us a brief synopsis of what
6 Lincoln Towing does for a living, they tow illegally
7 parked cars from private property, correct?

8 A Yes.

9 Q What's Lincoln Towing's goals in doing so?

10 A We want to serve our customers best needs.
11 Obviously, we want to do it within the rules set out
12 by the Illinois Commerce Commission and the City of
13 Chicago. We'd like to basically serve our clientele
14 in the best capacity we can.

15 Q Why -- I think you touched on this briefly,
16 but just -- why is it that businesses or properties
17 need the vehicles to be relocated or towed from their
18 private property?

19 A Well, a business would need the parking for
20 their customers, their employees, safe parking.
21 Residential, the residents, they pay for these
22 parking spaces; they pay a lot of taxes. They've got

1 things to carry in and out; they need their parking
2 spaces behind their buildings.

3 Q So it's important for people to -- in order
4 to operate their businesses, correct?

5 A Correct.

6 Q Their private lives, their personal lives,
7 correct?

8 A Yes.

9 Q I mean, if you have a condo or a home and
10 you have a parking spot, it wouldn't be appropriate
11 or proper if anybody could park in your spot before
12 you get home, would it?

13 A No, it wouldn't.

14 Q And you paid for that lot, correct?

15 A Correct.

16 Q And that's what Lincoln Towing strives to
17 do, correct?

18 A Yes.

19 Q Balance the difficulties of enforcing the
20 illegal parkers with the rules and the guidelines as
21 promulgated by the Illinois Commerce Commission,
22 correct?

1 A Yes.

2 Q How long has Lincoln Towing been doing
3 that?

4 A Since the middle '60s.

5 Q And the current owner?

6 A Since 1991 or 2, I'm pretty sure.

7 Q How many -- how often does Lincoln Towing
8 have to renew their license?

9 A Every two years.

10 Q So every two years since 1992 with this
11 owner, Lincoln Towing has had their license renewed,
12 correct?

13 A Yes.

14 Q As far as you know, and you've been there
15 32 years, was there ever a time when the Commerce
16 Commission threatened not to renew their license?

17 A No.

18 Q In that whole time?

19 A Never.

20 MR. PERL: Judge, if I can take two minutes, I
21 think I'm done.

22 JUDGE KIRKLAND-MONTAQUE: Sure.

1 (After a short recess, the
2 proceeding resumed as
3 follows:)

4 MR. PERL: So, Judge, the only thing that we
5 have left is we have all those -- the stipulations to
6 figure out. And I'll end up with him in a second,
7 but before I end up with him, I want to know where
8 we're going.

9 There's also in our exhibit book a
10 bunch of documents regarding the financials and all
11 the other stuff that they're stipulating to. I would
12 just seek to have those admitted, and I can do those
13 if you want through Mr. Munyon or by stipulation by
14 agreement. Even though, technically, I don't have to
15 do it because they're not at issue any longer, but in
16 case you think it would help you to have them in the
17 record, they're in my book, like, the insurance
18 certificates and the proof that we have.

19 It doesn't really -- I guess it
20 doesn't matter because they're stipulating to all
21 those things anyway, so I'll hold off on that.

22 JUDGE KIRKLAND-MONTAQUE: Didn't you -- when

1 Ms. Parker-Okojie was here, didn't you -- wasn't
2 there a stipulation then regarding some of those
3 documents?

4 MR. PERL: There was, and I just want -- I
5 know -- because we're a couple attorneys beyond that,
6 and we don't have the record in front of us. So...

7 We did stipulate to it, but I just
8 wanted to make sure because now we're also
9 stipulating to the stuff from today, meaning -- I
10 don't know that I even need any of that stuff any
11 longer.

12 Before I stipulated to it so you could
13 review it. Now, I don't think you have to review it
14 because it's not at issue in the case, but it is in
15 our -- well, let me wait till the end of the case
16 when I present it.

17 Nothing further for this witness at
18 this time.

19 JUDGE KIRKLAND-MONTAQUE: Okay.

20 MR. BURZAWA: Thank you.

21

22

1 CROSS-EXAMINATION

2 BY

3 MR. BURZAWA:

4 Q Mr Munyon, I'll try to make this quick and
5 brief.

6 You went over some general procedures
7 of how an operator tows a vehicle earlier, correct?

8 A Yes.

9 Q And the steps that they take while at the
10 scene of the tow, correct?

11 A Yes.

12 Q And you indicated that they check to see if
13 a car has a permit, correct?

14 A Yes.

15 Q Okay. And that they also check that
16 there's proper signage at the lot, correct?

17 A Yes.

18 Q And that's just a -- is that a general
19 policy of Lincoln that they do that?

20 A Yes.

21 Q Is that a written policy?

22 A No. It's just written -- general policy.

1 No, nothing in writing.

2 Q But for each specific individual tow, you
3 don't know personally whether or not the operator
4 actually followed that policy, correct?

5 A I wasn't on the scene with him, no.

6 Q So for each -- for any individual tow, you
7 can't say whether or not an operator followed that
8 policy, correct?

9 A That is our policy. So...

10 Q But you weren't there to confirm that the
11 operator followed the policy, correct?

12 A I was not there, no.

13 Q Now you're als- -- you're familiar with
14 what is referred to as an overcharge administrative
15 citation?

16 A Yes.

17 Q When there's a certain charge on the sign,
18 but then you charge the motorist a higher amount?

19 A I'm familiar with the citations.

20 Q Generally?

21 A Yes.

22 Q So in that type of situation, where a

1 motorist is charged a higher amount than was posted
2 on the sign, wouldn't that be an indication that the
3 operator didn't follow that Lincoln procedure and
4 verify that the sign was present at the scene of the
5 tow?

6 MR. PERL: Objection, your Honor. Beyond the
7 scope of our direct. I never covered any of that in
8 my direct, and this is cross. And he's already --

9 MR. BURZAWA: It's not --

10 MR. PERL: He's already rested his case
11 intended, so it's beyond the scope of my direct.

12 MR. BURZAWA: It's not beyond the scope because
13 I'm still on the subject of the general policy of
14 what the operator does at the scene.

15 MR. PERL: I never covered that as a general
16 policy with him. That is not a general policy.
17 That's beyond the scope of my direct.

18 MR. BURZAWA: Mr. Munyon just admitted that he
19 was -- he testified to those general procedures, and
20 he is the one who admitted and agreed with my
21 assessment that it's a general policy. This is just
22 a continuation of that question --

1 MR. PERL: Judge --

2 MR. BURZAWA: -- so I don't know how it could
3 be beyond the scope.

4 MR. PERL: Because if you look through my
5 testimony on my direct, I never raised any of that as
6 an issue. In general, he is the general manager. I
7 never raised the issue of overcharging and how that
8 goes, and whether or not that's indicative of
9 anything or not. So that goes beyond the scope of my
10 direct examination, and I would challenge Counsel to
11 look through the direct and find any testimony
12 regarding that.

13 MR. BURZAWA: It's not limited to specific
14 questions concerning what Counsel asked about;
15 it's -- you know, the scope is defined by the subject
16 matter.

17 Mr. Munyon testified to the poli- --
18 to the procedures that an operator takes prior to
19 towing a vehicle: checking to see if there's a permit
20 on the car, checking his -- making sure there's
21 proper signage. And I'm just following that line of
22 questioning.

1 MR. PERL: That's not the question. The
2 question isn't, isn't there a sign or a sticker. The
3 question is now about an overcharge, and that's not
4 something I covered on direct.

5 I asked if there are signs there,
6 check, so Counsel could say, How do you know there
7 were signs there or not? And he would say I wasn't
8 there. And then he could say, Well, how do you know
9 he walked around the vehicle? It was a policy, but I
10 wasn't there.

11 We never covered overcharging, and by
12 the way, that terminology that Counsel used, I never
13 used. I didn't even know what he was talking about,
14 and I certainly didn't cover it on direct.

15 And if Counsel wanted to ask these
16 questions of my client, he could have called him in
17 his case, but he didn't. This is cross-examination
18 and nothing more.

19 MR. BURZAWA: Judge, Mr. -- well, overcharge is
20 contained on the administrative citations, and I'm
21 sur- -- Mr. Perl has -- is familiar with that term
22 because he's used it before. But that's, you know, a

1 side issue.

2 But this isn't strictly about over- --
3 this isn't a question strictly about overcharging;
4 this is a question about whether or not an operator
5 followed these steps that Mr. Munyon testified to
6 earlier. And that would be one indication, if a
7 motorist was overcharged, then that would mean -- the
8 inference would be that the operator didn't make sure
9 that there was proper signage at the lot.

10 MR. PERL: No it wouldn't.

11 JUDGE KIRKLAND-MONTAQUE: The two --

12 MR. PERL: Because --

13 JUDGE KIRKLAND-MONTAQUE: Wait. Wait. Wait.

14 MR. PERL: He could -- he could see that it's
15 wrong and just do it purposely. That's not
16 indicated -- indicative of anything, Judge. That's a
17 big stretch to say. Then you could just say that --
18 cross-examine him on anything for their case. That's
19 something -- by the way, Judge, I did not go through,
20 with Mr. Munyon, any of the citations, did I, not
21 one. I didn't cover one of those with him because
22 they weren't relevant with him.

1 This is something Counsel now wants to
2 talk to you about from the citations that I didn't
3 cover with him purposely. He didn't have to do that.
4 We did that with the officers and the investigators,
5 not with Mr. Munyon.

6 It's way beyond the scope of my
7 direct. I never covered it. We didn't talk about
8 the citations. And I think at this stage of the
9 game, it's too late for Counsel to reopen his case.
10 So he didn't...

11 (A discussion was held off
12 the record.)

13 MR. PERL: Yeah. So my counselor's just
14 showing me that 1710.122, Payment of Fees and
15 Charges, it's not even in the ordinance, the word
16 "overcharge."

17 So I understand that maybe they've
18 written citations for it in this case; they have.
19 And that would have been proper to cross-examine the
20 witnesses that talked about those things, but this
21 witness didn't talk about any of the citations, not
22 one.

1 MR. BURZAWA: I'm not talking about any
2 specific citations. And Mr. Munyon agreed with that
3 vernacular because that's just a term of art that's
4 used by both officers and --

5 JUDGE KIRKLAND-MONTAQUE: Wait a minute.

6 MR. BURZAWA: -- and the relocators.

7 MR. PERL: So it doesn't make it any less
8 beyond the scope --

9 JUDGE KIRKLAND-MONTAQUE: You guys --

10 MR. PERL: -- because he knows what it is. He
11 knows what a lot of things are.

12 JUDGE KIRKLAND-MONTAQUE: All right. Calm
13 down.

14 As you were asking the question, I was
15 thinking that the witness didn't testify regarding
16 any citations for overages or anything of that
17 nature.

18 MR. BURZAWA: Well, the witness didn't mention
19 citations in general about not receiving citations
20 during the relevant time period for having no
21 contract. And I --

22 MR. PERL: Yes.

1 MR. BURZAWA: -- plan on getting into that as
2 well.

3 JUDGE KIRKLAND-MONTAQUE: Well, let's stick
4 with contracts then.

5 MR. BURZAWA: But this isn't talking about any
6 specific citations, Judge. The question was if
7 Lincoln received an administrative citation for
8 charging a motorist more than was identified on the
9 sign, isn't that an indication that an operator did
10 not check the sign as you -- as Mr. Munyon explained
11 the policy to do?

12 MR. PERL: Well, first of all --

13 JUDGE KIRKLAND-MONTAQUE: Wait.

14 MR. BURZAWA: It's concerning the operator's
15 actions at the tow of the scene [sic].

16 JUDGE KIRKLAND-MONTAQUE: Well, it sounds to me
17 like we're kind of going a roundabout way to talk
18 about citations, which were addressed in the
19 settlement agreement, and which initially I indicated
20 that, one, we're not going to litigate various
21 citations, and two, the question presumes, I think,
22 more than is in evidence in terms of if a -- you

1 know, why a certain person may have towed a car if
2 there was -- I mean, you know, those are facts that
3 I'm not sure -- and I think there's some problems
4 with you're getting too specific into the idea about
5 this signage and overcharging, when the witness
6 didn't testify to that at all, as far as I can
7 recall, today.

8 MR. BURZAWA: The witness testified that one of
9 the procedures that an operator is supposed to engage
10 in is verifying that there's proper signage at the
11 scene of the tow.

12 MR. PERL: Okay.

13 MR. BURZAWA: And if my question pertains to if
14 Lincoln later charges the motorist more than was
15 contained on the sign at the scene of the tow, isn't
16 that an indication that the operator didn't follow
17 that policy of making sure that there's adequate
18 signage.

19 So that goes to not a specific
20 citation, but to this policy of making sure that
21 there's proper signage at the scene of the tow.

22 MR. PERL: That's not proper signage pursuant

1 to their own code. The proper signage is that you
2 have to have the sign every -- what he testified to,
3 you have a sign every 75 feet, and one at the
4 entrance and one at the exit. That's what he
5 testified to.

6 Ask him those questions and not beyond
7 the scope of the direct. Anything else is beyond the
8 scope of the direct. I didn't ask him is the address
9 on there, the phone number on there, the correct
10 amount on there. I didn't ask him any of those
11 questions. We've gone over that ad nauseam with the
12 other officers, who said they don't know anything
13 about that anyway because they weren't there when the
14 car was towed.

15 So it's an -- and it's a improper
16 hypothetical, if he's really -- any wild stretch of
17 the imagination, even for an attorney to say, Well,
18 clearly if he charged more than the tow, he must have
19 done that intentionally, which you have to believe
20 that he didn't follow the policy. Wouldn't that --

21 MR. BURZAWA: That wasn't my question.

22 MR. PERL: We never even established the policy

1 other than they have to have -- the signs are there.

2 JUDGE KIRKLAND-MONTAQUE: Okay. Here's what
3 I'm going to do. I'm going to allow this question,
4 but I'm going very -- keep a very tight rein on it
5 because I don't want you going beyond --

6 MR. BURZAWA: It was only one question.

7 JUDGE KIRKLAND-MONTAQUE: Go ahead.

8 MR. BURZAWA: It would have been, like, you
9 know, five seconds.

10 JUDGE KIRKLAND-MONTAQUE: Okay. Go ahead.

11 BY MR. BURZAWA:

12 Q If Lincoln receives an administrative
13 citation for charging a motorist for more than was
14 identified on the sign, isn't that indication that
15 the operator didn't make sure that there was proper
16 signage at the scene of the tow?

17 MR. PERL: Objection. Improper hypothetical.
18 This witness can't testify to that. How would he
19 know what's in the mind of the person towing the
20 vehicle?

21 We've already established through this
22 Counsel, he wasn't there when the person towed the

1 vehicle.

2 MR. BURZAWA: I thought the judge just allowed
3 that question.

4 MR. PERL: No. But -- yeah. But I'm objecting
5 to the --

6 MR. BURZAWA: Again. Okay.

7 MR. PERL: -- the question -- comment. I'm
8 objecting based upon the fact it's an improper
9 hypothetical, not that it's beyond the scope. It's a
10 different objection.

11 This witness couldn't possibly know
12 what's in the mind of the driver that -- Counsel's
13 already laid out --

14 MR. BURZAWA: I'm not talking about --

15 MR. PERL: My client --

16 MR. BURZAWA: -- the driver.

17 MR. PERL: Can I just finish?

18 My couns- -- my client wasn't there --

19 Yes, you are. He's saying this is
20 indicative of the fact that the driver didn't follow
21 the policies of Lincoln Towing because he did this.

22 My --

1 MR. BURZAWA: Operator.

2 MR. PERL: The op- -- well, the driver is the
3 operator.

4 MR. BURZAWA: Okay. Well...

5 MR. PERL: The operator.

6 So they've already established my
7 client wasn't there -- I'm sorry. Mr. Munyon wasn't
8 there when the operator towed the vehicle. How would
9 he know what's in the mind of the operator when he's
10 towing a vehicle?

11 It's an improper hypothetical. Calls
12 for almost a legal conclusion. How would he possibly
13 know what's in that person's mind?

14 The foundation is also an objection.

15 MR. BURZAWA: I'm not --

16 MR. PERL: He has no foundation to know what's
17 in another individual's mind any more than saying
18 isn't true if Mr. Perl didn't ask a question, he
19 knows it's bad for him. No, I just didn't ask the
20 question.

21 How would he know why the person towed
22 or didn't tow, or why he charged what he charged? He

1 wouldn't have any idea, Judge. It's an improper
2 hypothetical.

3 JUDGE KIRKLAND-MONTAQUE: Wait. Let me hear he
4 question again.

5 Go ahead.

6 MR. BURZAWA: If Lincoln receives an
7 administrative citation for charging a motorist than
8 what was identified on the sign, isn't that an
9 indication that an operator did not check to make
10 sure that there was proper signage at the scene of
11 the tow?

12 MR. PERL: And I'm saying it's an improper
13 hypothetical. Maybe -- maybe there was the proper
14 amount and someone tore the sticker off of it. Maybe
15 something else happened. It's an improper
16 hypothetical. How could Mr. Munyon possibly know the
17 answer to that question without just guessing?

18 MR. BURZAWA: If A happens, then B. If Lincoln
19 receives a citation for an overcharge, then that must
20 mean that the operator didn't check to see that the
21 sign was up to date.

22 MR. PERL: Except for the --

1 JUDGE KIRKLAND-MONTAQUE: Assuming that every
2 citation lead- -- is --
3 MR. PERL: Is a guilty --
4 JUDGE KIRKLAND-MONTAQUE: -- valid.
5 MR. PERL: Right.
6 MR. BURZAWA: No.
7 MR. PERL: Which we know it isn't.
8 JUDGE KIRKLAND-MONTAQUE: We've had several
9 that we've had to thrown out -- throw out.
10 MR. PERL: Judge, we've had several --
11 MR. BURZAWA: I'm not --
12 MR. PERL: -- that I've lost on. It's the
13 other way.
14 JUDGE KIRKLAND-MONTAQUE: No. What --
15 MR. PERL: Most of them are out.
16 JUDGE KIRKLAND-MONTAQUE: My point is you're
17 assuming just because a ci- -- if a citation's
18 written, it's a valid, and it's going to, you know,
19 lead to a liability finding. That's not always --
20 that's not A or B.
21 MR. BURZAWA: Yeah. And this has nothing to do
22 about liability. You know, if a motorist is charged

1 216, but the sign says 196, there's going to be an
2 administrative citation. And eventually, yeah, we
3 may not be able to prove it up because, you know,
4 evidence that Lincoln presented at the administrative
5 citation hearing, but in and of itself, you know,
6 that's indication that the operator didn't make sure
7 there's a proper sign.

8 MR. PERL: So then, wait. That's -- that's --

9 JUDGE KIRKLAND-MONTAQUE: That question --

10 MR. PERL: That's guilty before even going to
11 trial. So Counsel's saying that if we write a
12 citation, they're guilty. Well, actually, their own
13 officers --

14 MR. BURZAWA: No --

15 MR. PERL: -- said that's not the case because
16 many times, when I've said to the officer, How do you
17 know what the sign said the day of the tow, and he
18 says, I don't know what the sign said the day of the
19 tow. I wasn't there.

20 Six month later, and there's no
21 picture. So Counsel's saying the fact the citation
22 was written means that the tow was improper. Now,

1 Lincoln Towing may trick the Court into winning.

2 It's supposed to --

3 MR. BURZAWA: I didn't say that.

4 MR. PERL: They write a citation --

5 MR. BURZAWA: Don't put words in my mouth,

6 Allen.

7 MR. PERL: Well -- well, when they write a
8 citation, it doesn't mean that we're wrong. Their
9 own witnesses say that. Actually, when we've gone to
10 hearing, we've won almost every time. So I don't
11 think it's proper for this -- Counsel to say to you,
12 if a citation is written, it must mean he did
13 something improper. So let me ask Mr. Munyon about
14 it because then Mr. Munyon has to go to presumption
15 that it is improper when it isn't improper. You
16 haven't proven anything yet.

17 The fact that a citation was written
18 doesn't mean we did anything wrong or policy wasn't
19 followed or the fact that if he has a specific tow
20 that they were found liable on, which he couldn't ask
21 him now because that would be way beyond the scope of
22 the direct. You can't ask that question, Judge.

1 JUDGE KIRKLAND-MONTAQUE: I'm not -- I'm sorry.

2 MR. PERL: It presumes --

3 JUDGE KIRKLAND-MONTAQUE: Okay.

4 MR. PERL: -- that they were found guilty on
5 it.

6 MR. BURZAWA: No. This has nothing to do with
7 being found guilty on an administrative citation.

8 JUDGE KIRKLAND-MONTAQUE: But --

9 MR. BURZAWA: It means that maybe the operator
10 violated Lincoln's policy, but it has nothing to do
11 about a finding of liability for improper signage.

12 JUDGE KIRKLAND-MONTAQUE: Isn't it the same --

13 MR. BURZAWA: And circums- --

14 JUDGE KIRKLAND-MONTAQUE: Isn't it the same as
15 asking if Lincoln got a citation, then didn't the
16 operator violate the policy?

17 MR. PERL: That's what he's asking.

18 MR. BURZAWA: But it's the policy; it's not --

19 JUDGE KIRKLAND-MONTAQUE: But how do you know
20 that?

21 MR. BURZAWA: Because Mr. Munyon said that was
22 the policy of Lincoln --

1 JUDGE KIRKLAND-MONTAQUE: No. But how do you
2 know based on the fact that a citation is written
3 alone, that there's some -- that, one, it's a
4 violeta- -- a citation that one -- anything about the
5 facts about the citation, we know nothing about. So
6 how do you -- one doesn't necessarily lead to the
7 other. Just because a citation is written,
8 doesn't -- okay.

9 Here's what I'm going to do. I going
10 to let you ask the question, but all the weight --
11 everything we've discussed is on the record, and it
12 will definitely go to the weight of any --

13 MR. PERL: How -- how -- this --

14 MR. BURZAWA: Oh. I'll skip the question.
15 I'll skip the question. This is, you know...

16 BY MR. BURZAWA:

17 Q You referred to Lincoln using licensed
18 spotters, correct?

19 A Yes.

20 Q Okay. What do you mean by that?

21 A They have an Illinois Commerce Commission
22 either operator or dispatcher's license.

1 Q So every time there's a spotter on a lot,
2 they're either an operator or a dispatcher?

3 MR. PERL: And this is for the relevant time
4 period, your Honor? Because that's the only thing
5 that's at issue today.

6 JUDGE KIRKLAND-MONTAQUE: Obviously.

7 MR. BURZAWA: Yeah. Everything's limited to
8 the relevant time period.

9 MR. PERL: Okay. Thank you.

10 THE WITNESS: If they're employed by Lincoln
11 Towing, then, yes, they would have one of those two
12 licenses.

13 BY MR. BURZAWA:

14 Q And you said that there's a lot of boxes to
15 fill out on the invoice, but even during the relevant
16 time period, when you had your old computer system,
17 the dispatcher, they don't fill that out by hand,
18 correct?

19 A Some of it was filled out by hand, yes.

20 Q If the computer failed to fill out a
21 certain box, then it was filled in by hand?

22 A There were areas that the computer was not

1 capable of. It wasn't designed to. Yes.

2 Q Okay. And you said that the dispatcher is
3 there to look at the invoices when they're releasing
4 the vehicles to make sure that they're completely
5 filled out, correct?

6 A Yes.

7 Q Okay. And -- so they -- is it fair to say
8 that if a dispatcher gives a motorist an invoice that
9 is not filled out completely, they're not doing that,
10 they're not verifying to make sure that it's filled
11 out completely?

12 A I think they try to the best of their
13 ability, but as I stated earlier, it might have been
14 busy at the time, and the -- they might have had a
15 long line, and they might have glanced over too
16 quickly. Yes.

17 Q Okay. Well, the invoice itself, it's one
18 page, correct?

19 A Yes.

20 Q How long does it take to scan one page?

21 A Everyone has different abilities. I don't
22 know how long it takes each individual.

1 Q How long does it take you to scan the
2 invoice?

3 A I can probably do it in 20, 30 seconds.

4 Q Okay. 20 to 30 seconds, so that's not a
5 very long time.

6 So even if there's a line of
7 motorists, 20, 30 seconds, that's not going to hold
8 up the line dramatically, is it?

9 A You never know. It could.

10 Q 20 seconds is a long time?

11 A Some people are very impatient when they're
12 trying to get their cars back.

13 Q Okay. Is there some type of rule as to how
14 quickly Lincoln has to process a motorist?

15 A No.

16 Q Okay. Earlier, you said that a property
17 can't have two contracts on at the same time,
18 correct?

19 A That's what I've been told, yes.

20 Q And I believe you were referring to
21 actually an address in Exhibit A -- it's on page 3 of
22 Exhibit A -- 850 West Eastwood Avenue.

1 A Yes.

2 Q And by -- when you said that a property
3 can't have the two contracts, do you mean that they
4 can't have the two contracts at the same time?

5 A Well, yeah, running current.

6 Q Okay. And this address that you were
7 referring to when you made that statement, the
8 exhibit, they don't show two concurrent contracts;
9 isn't that correct?

10 A My eyes are failing. Move it closer.

11 There's gonna be a couple days
12 overlap, yeah.

13 Q Well, here, the first contract was received
14 on March 7th, 2007. It was entered into e-file on
15 March 7th, 2007. And it was canceled on June 5th,
16 2012.

17 The next contract was entered on
18 March 9th, 2017, so that was almost five years later.

19 So they weren't concurrent, correct?

20 A I think it was the same. It just changed
21 from being a call to a patrol.

22 Q So when you were referring to this address

1 and two contracts, and there's some- -- being
2 something's wrong with the particular entry, there
3 wasn't actually even two contracts on this property,
4 correct?

5 A It's two separate numbers?

6 JUDGE KIRKLAND-MONTAQUE: What address are you
7 guys talking about?

8 MR. BURZAWA: 850 West Eastwood. It's page 3
9 of Exhibit A.

10 THE WITNESS: Well, there are two separate
11 contract numbers.

12 BY MR. BURZAWA:

13 Q Okay. But -- okay.

14 At the very least, they were
15 concurrent, correct?

16 A Concurrent, no, I don't think. I will say
17 it's -- no.

18 Q One was canceled in 2012, and then the
19 subsequent contract was entered in 2017, correct?

20 A Right.

21 Q And you testified about the addresses in
22 Exhibits A and B, and that you know Lincoln had

1 active contracts for those addresses during the
2 relevant time period.

3 And How do you know that?

4 A Well, regularly, we go every Monday
5 morning, we start this procedure where we take our
6 24-hour sheets, and line by line, check every vehicle
7 that was towed and make sure it's an active contract.
8 And that's what we've done for years.

9 And since this proceeding has started,
10 we've had 11 months, because I wanted to go back and
11 double check all these addresses listed in here, and
12 I did that. And I had active contracts for all of
13 them.

14 Q So when you answered the question today,
15 are you relying on your memory from the relevant time
16 period or from this more recent verification of the
17 contracts?

18 A I'm relying on our general practice, and
19 when I went through this and verified everything.

20 Q Okay. So did you verify each and every
21 contract for each address?

22 A Yes.

1 Q So there's certain addresses in here where
2 actually it would show that the contract was still in
3 effect during the relevant time period. There's no
4 cancelation date. And I'm just referring to page 4
5 of Exhibit A.

6 You know, and that address is 1415
7 West Morse. So there was a contract received and
8 entered on March 7th, 2007 with no cancelation date,
9 correct?

10 A That's what it shows on this.

11 Q So then that would be an active contract
12 during the relevant time period, correct?

13 MR. PERL: Here's my objection for using this
14 document. It's never been established that this
15 document says anything other than words on a piece of
16 paper. They've never had a witness that says the
17 document's actually accurate.

18 So if he's asking Mr. Munyon if he
19 believes there's an active contract, yes, but I don't
20 want the record to state that somehow this document
21 shows whether the contracts are active or not because
22 they don't.

1 They had no witnesses to testify to
2 that. In fact, the witness said to the opposite --
3 said the only thing I'm testifying to is that there's
4 an inconstancy between whatever this document is and
5 the 24-hour tow sheet. The witness did not say that
6 means there was a contract or not based upon these
7 sheets. These sheets do not prove anything, and they
8 haven't produced one witness to say that.

9 Even though they're in evidence, they
10 still don't prove anything. This is not a document
11 that shows what lots were active or what lots were
12 e-filed. It doesn't. And they haven't had one
13 test- -- one witness to testify to that.

14 So I don't think it's proper to say to
15 my wit- -- my witness so that means what's on here
16 shows the contract's active, because it doesn't.

17 JUDGE KIRKLAND-MONTAQUE: All right. So just
18 be careful with your wording, Mr. Burzawa.

19 MR. BURZAWA: Well, what's the objection, that
20 it's not proper? And plus, Mr. Munyon --

21 MR. PERL: My objection is it misstates the
22 evidence.

1 MR. BURZAWA: I'm trying to cross-examine
2 Mr. Munyon on what he did in order to verify these
3 addresses, and he testified to actually reviewing
4 this document. So whatever objection has -- Mr. Perl
5 has as to these documents, whether or not they're
6 accurate or not, Mr. Munyon actually relied on these
7 documents in verifying whether or not there was an
8 active contract.

9 MR. PERL: I verified, and I was careful about
10 this: the addresses, not the document. I said to him
11 very clearly, was there a contract for the address.
12 I didn't say is the document accurate or not. I'm
13 very careful about that.

14 So everything contained in A and B is
15 only addresses on a piece of paper that he verified
16 that we have contracts for. I never said did you
17 verify the information on this -- I actually said to
18 him you don't even know what this document is because
19 no one does. No one's testifies, at least in this
20 court, as to what it is.

21 So my only objection is that when
22 Counsel says, for the record, "So according to this

1 document, there's an active contract," that's not
2 accurate. According to this document, it doesn't
3 show anything. His own witness said it doesn't prove
4 anything. All it says is that there's words on a
5 piece of paper that they compared to the 24-hour tow
6 sheets that had some -- what do they call it --
7 discrepancies.

8 But there's been no testimony that
9 this document is accurate or truthful or actually
10 shows what lots had contracts or not. They know
11 that.

12 JUDGE KIRKLAND-MONTAQUE: Okay. So what was
13 your -- what were you --

14 MR. BURZAWA: I was just trying to walk through
15 the steps of what Mr. Munyon did in order to verify
16 the information. And I still don't quite understand.

17 One, Mr. Perl asked Mr. Munyon whether
18 or not he reviewed Exhibit A and B prior -- you know,
19 for the hearing, specifically to answer that
20 question. So -- and he didn't limit it to just
21 addresses. He referred to Exhibits A and B, these
22 documents themselves. So I think I'm entitled to

1 cross-examine Mr. Munyon on his review of this
2 document.

3 JUDGE KIRKLAND-MONTAQUE: Okay. That --

4 MR. PERL: So do I. I agree with that. You
5 just can't call it something that it isn't.

6 JUDGE KIRKLAND-MONTAQUE: All right. So I
7 didn't catch what he called it. So I'll --

8 MR. PERL: Well, that's why I want to be
9 careful, because the record did.

10 JUDGE KIRKLAND-MONTAQUE: What did --

11 MR. PERL: So I want to be careful.

12 JUDGE KIRKLAND-MONTAQUE: What did he -- what
13 did he say?

14 MR. PERL: He said something along the lines
15 that -- so somehow this document denotes that there's
16 an active contract or not. Now, even though this
17 one, I guess would benefit me because there's a
18 contract. I don't want it to.

19 This document doesn't show there's an
20 active contract at all. This document just has words
21 on a piece of paper. No one testified to its
22 accuracy or truthfulness. All they could do was get

1 it into evidence because it was certified by someone
2 who didn't testify.

3 The only witness they had testifying
4 said he doesn't know what it means. He doesn't know
5 if there was a contract. He doesn't know whether it
6 was e-filed or not. Their own witness said that.

7 So this document doesn't stand for the
8 proposition that if it says that there's a contract,
9 there is, or if it says that there isn't, there
10 isn't. It doesn't stand for that. It does not.

11 It just stands for the prop- --
12 premise that there's a discrepancy between this
13 document and the 24-hour tow sheets, potentially. I
14 mean, I don't think there's discrepancies, but that's
15 what they're claiming.

16 So I just want to be clear. I don't
17 mind Counsel questioning my client regarding the
18 documents. I just -- I don't want to somehow make
19 the record now that these documents are accurate or
20 truthful, or say something they don't because Sergeant
21 Sulikowski literally said, each time, I don't know if
22 whether there was a contract, and I don't know

1 whether it was e-filed. I'm just reading from the
2 document.

3 JUDGE KIRKLAND-MONTAQUE: Okay. I got your
4 point.

5 Let me hear what you were asking.

6 MR. BURZAWA: I'm going to have to ask the
7 court reporter for her [sic] to ask that again.

8 Let me see if I have the question
9 verbatim.

10 THE REPORTER: I have the last question.

11 JUDGE KIRKLAND-MONTAQUE: Yeah.

12 (The last question was read
13 by the reporter.)

14 MR. PERL: Based upon the document, and I don't
15 want that to be. So he can ask my client if he
16 determined there was an active contract, yes, but not
17 based upon this do- -- my client didn't use these
18 documents to determine anything.

19 My client looked at the addresses, and
20 then figured out whether there was a contract or not.
21 He didn't take the information on your schedul- -- in
22 fact, the information on here isn't accurate. We've

1 proved it many times with Sergeant Sulikowski.

2 JUDGE KIRKLAND-MONTAQUE: Okay.

3 MR. PERL: So that's not what he did.

4 MR. BURZAWA: All right. I try it a different
5 way.

6 BY MR. BURZAWA:

7 Q Mr. Munyon, what did you do to verify that
8 there was an active contract on 1415 West Morse
9 Avenue during the relevant time period?

10 A Well, I used a different method. I went
11 off our 24-hour sheets, and each car we towed, I
12 checked our file cabinet to make sure we had a
13 contract on all those addresses listed on the 9,400
14 tows.

15 Q Okay. So you didn't actually look at the
16 contract?

17 A Yes. I pulled them out of the filing
18 cabinet to make sure they were still contracts.

19 Q So for address 1415 West Morse Avenue, you
20 checked the 24-hour tow log and -- to make sure there
21 was a contract number for that address?

22 A Well --

1 MR. PERL: Well, hold on. That's -- that's
2 kind of a different question. Now he's saying
3 "contract number" versus a contract. And I know that
4 could be your next question, but just to clarify,
5 that's not what he testified.

6 MR. BURZAWA: Well, I thought that's what he --
7 okay. Maybe --

8 BY MR. BURZAWA:

9 Q So explain to me what procedure you used
10 with regard to the 24-hour tow logs in verifying
11 whether or not there was a contract for that address.

12 A Each vehicle that was towed, I checked that
13 address in our filing cabinet. So if there's a
14 vehicle towed from 1415 Morse within those 940 pages,
15 then, yes, I pulled that file out of the filing
16 cabinet and made sure it was still a contract.

17 Q But I still -- I still don't quite
18 understand what role the 24-hour tow sheets play.

19 What information did you get from the
20 24-hour tow sheets?

21 A Because we must have towed a car from a lot
22 in order for me to care about it. I mean, if we

1 haven't towed a car out of an address, what would I
2 look it up for? I'm only looking up cars that we
3 towed from these 940 sheets, not every address within
4 the city of Chicago.

5 Q Okay. So first, you look up 1415 West
6 Morse in the 24-hour tow sheet?

7 A No. I took every car that we towed and --
8 contained in those sheets and verified we had
9 contracts for all those addresses. So whatever the
10 first car was, what address it was towed from, that's
11 what I looked up. Just the addresses listed on the
12 tow sheets.

13 So if there was a car towed from that
14 address, on those 24-hour sheets, then I would have
15 looked up that address.

16 Q So do you specifically recall looking up
17 1415 West Morse Avenue in the 24-hour tow sheet?

18 A No, I do not.

19 Q Okay. And do you specifically recall
20 looking at the contract for 1415 West Morse Avenue?

21 A Isn't that -- I just answered that
22 question. No, I don't recall looking up that

1 address.

2 Q Okay. Do you recall looking up any of the
3 addresses contained in Exhibit A?

4 A Yes. I looked up thousands of addresses.
5 But if you asked me to list them all right now
6 individually, I couldn't do it, no.

7 Q And would the same be true for Exhibit A?
8 Do you have specific recollection of looking up every
9 individual -- excuse me. Exhibit B.

10 Do you have a specific recollection of
11 looking up all the addresses in Exhibit B?

12 A Specific recollection of each address? No.

13 Q Okay. Let's talk about 1415 West Morse
14 Avenue again.

15 A Okay.

16 Q And in general, I guess your testimony was
17 that there was an active contract for 1415 West Morse
18 Avenue, correct?

19 A Yes.

20 Q Okay.

21 MR. PERL: Dur- -- I'm sorry. Just for the
22 record, during the relevant time period.

1 MR. BURZAWA: During the relevant time period.
2 And all my questions are during the relevant time
3 period.

4 MR. PERL: Okay.

5 BY MR. BURZAWA:

6 Q When was the contract for 1415 West Morse
7 Avenue first entered into?

8 A I couldn't tell you from memory when it was
9 first entered into.

10 Q Can you tell me specifically when a
11 contract was entered into for any of the addresses in
12 Exhibit A?

13 MR. PERL: Objection as to relevance. That's
14 only relevant if it's an active contract during the
15 relevant time period. It's not relevant when it was
16 entered into.

17 MR. BURZAWA: This is testing the witness's
18 personal knowledge. He said that he was testifying
19 from personal knowledge and verifying the address.

20 JUDGE KIRKLAND-MONTAQUE: Let's go off the
21 record.

22 MR. PERL: He never testified --

1 JUDGE KIRKLAND-MONTAQUE: Let's go off the
2 record.

3 (A discussion was held off
4 the record.)

5 BY MR. BURZAWA:

6 Q Can you tell me -- for the addresses in
7 Exhibits A or B, can you tell me the dates when any
8 of those contracts were entered.

9 A I was only checking to make sure that we
10 did have a valid contract. I did not commit any of
11 the dates to memory. No.

12 Q So when you were verifying whether or not
13 the contract was active, you didn't rely solely on
14 your memory, correct?

15 A No, I did not.

16 Q You actually went to take a look at the
17 physical copy of the contract, correct?

18 A Yes.

19 Q Okay. And you also testified about your
20 familiarity with the addresses in Exhibits A and B,
21 and I think you gave an example of a business at one
22 location.

1 Now, can you tell me what type of
2 business is at 223 Custer Avenue?

3 A It's a condominium building, I'm pretty
4 sure.

5 Q And how about 834 West Leland?

6 A 834 West Leland is a parking lot for an
7 apartment building.

8 Q And how about 2622 North Lincoln?

9 A 2622 North Lincoln, I'm pretty sure is
10 behind a building that has some retail on the ground
11 level and apartments above.

12 Q Now, you also testified that Lincoln did
13 not receive any citations for these addresses, during
14 the relevant time period, for not having an active
15 contract, correct?

16 A Correct.

17 Q Do you remember all citations that are
18 received for a particular address?

19 A No.

20 Q So if I were to give you a particular
21 address, would you be able to tell me what citations
22 were entered for that -- were issued for that

1 particular address?

2 A No, I could not.

3 MR. BURZAWA: That's all the questions I have,
4 your Honor.

5 MR. PERL: Just a short redirect.

6 REDIRECT EXAMINATION

7 BY

8 MR. PERL:

9 Q Is one of the reasons you know there were
10 no citations written for these tows during the
11 relevant time period because Sergeant Sulikowski
12 testified to it and you were there to hear it.

13 MR. BURZAWA: Objection. Leading.

14 MR. PERL: Counsel's last question was how do
15 you know there were no citations written.

16 BY MR. PERL:

17 Q So my question's going to be, Isn't it true
18 that Sergeant Sulikowski testified there were no
19 citations written for any of these lots, and you were
20 here to hear him say that?

21 A I do remember that, yes.

22 Q So unless Sergeant Sulikowski was lying,

1 there were no citations written for any of these
2 tows, were there?

3 A No, there were no citations written for any
4 of these tows.

5 Q Okay.

6 MR. BURZAWA: Well, I'm going to move to strike
7 that testimony because that just showed that it's not
8 based on personal knowledge. It's based on a
9 statement of another witness, not this witness's own
10 personal knowledge of whether or not a citation was
11 issued.

12 MR. PERL: I said one of the reasons. So
13 Counsel should really listen to what I'm saying.

14 I said one of the reasons is, in open
15 court, their own witness said no citations were ever
16 written. You actually said it yourself. You said
17 since no citations were ever written, what can I take
18 from this? You said that yourself. Because there
19 were none written on any of these tows; that's clear
20 because -- how do I know that? We went through every
21 single citation in the hearing.

22 JUDGE KIRKLAND-MONTAQUE: I'm sorry. He

1 testified earlier based on the testimony of the
2 officer, so I don't see --

3 MR. PERL: Yeah. The officer said the same
4 thing. Everyone said --

5 JUDGE KIRKLAND-MONTAQUE: You know it -- you
6 heard it, you heard it, then you know it.

7 MR. PERL: Right.

8 JUDGE KIRKLAND-MONTAQUE: I mean, this argument
9 about knowledge, how personal knowledge -- I'm going
10 to overrule the objection --

11 MR. PERL: Okay.

12 JUDGE KIRKLAND-MONTAQUE: -- and allow the
13 question.

14 MR. PERL: Nothing further, your Honor.

15 MR. BURZAWA: Nothing based on that, Judge.

16 JUDGE KIRKLAND-MONTAQUE: Okay.

17 Now what, Mr. Perl?

18 MR. PERL: So I have no further questions of
19 this witness -- yeah. Unless we don't have an
20 agreement on the stipulations. If we have an
21 agreement for the stipulations, I'm done. If we
22 don't, then I'm not completed, Judge.

1 So before I close and end, I'd like to
2 take five minutes -- I think we actually do agree.
3 We just have to figure out how to word it.

4 JUDGE KIRKLAND-MONTAQUE: You guys figure that
5 out. I'll give you 15 minutes --

6 MR. PERL: That's all we need.

7 JUDGE KIRKLAND-MONTAQUE: -- and I'll come
8 back.

9 (After a short recess, the
10 proceeding resumed as
11 follows:)

12 MR. PERL: Sorry. I had to do this, Judge.
13 We're going to try to get a more concise stipulation
14 completed today, tomorrow, the next couple days.

15 We have our next date --

16 JUDGE KIRKLAND-MONTAQUE: The 21st.

17 MR. PERL: -- the 21st at 10:00 a.m. Our hope
18 is that before that date we can come to an agreement
19 on the stipulation, come in on the 21st at
20 10:00 a.m.; enter the stipulation and the order; and
21 then enter into, with you, a briefing schedule that
22 we spoke about regarding the closing statements and

1 arguments.

2 If we can't come to an agreement,
3 we'll bring Mr. Munyon back, and we'll continue the
4 hearing.

5 But I -- I think that we will. I
6 think that we've just got to be more comprehensive in
7 this thing, for both parties, as opposed to -- and I
8 told Counsel we basically drafted this last night and
9 this morning because we're swamped. Let us take a
10 little bit more time with it and we'll get a better
11 document to Marty. Marty can then make his comments
12 to it. We can go back and forth. I'm pretty sure
13 we'll get it done.

14 JUDGE KIRKLAND-MONTAQUE: Okay. When --

15 MR. PERL: And if we get it done, then I'm
16 going to rest. And I have no more witnesses to -- to
17 tender, and I'm done. If we don't get it done, I'll
18 bring Mr. Munyon back.

19 JUDGE KIRKLAND-MONTAQUE: When are you going to
20 get it to Mr. Burzawa?

21 MR. PERL: Okay. So today is the 15th. So we
22 can we get it to him by Monday. And we're not back

1 until two days later.

2 JUDGE KIRKLAND-MONTAQUE: Is that enough time,
3 Mr. Burzawa?

4 MR. BURZAWA: Yeah, that's fine, Judge.

5 JUDGE KIRKLAND-MONTAQUE: That's fine. That's
6 fine. We can do that.

7 MR. PERL: And then -- and then, all we have
8 left to do is we'll rest; we'll seek the admit- -- to
9 admit our documents into evidence, the ones that
10 haven't been admitted already; and then we will
11 discuss the time frame for us gathering up all the
12 transcripts for the hearings.

13 And figuring out -- I think we were
14 going to do something like they're going to draft
15 their closing statement; they're going to give us a
16 copy of it. We're going to go draft ours; they're
17 going to do a reply to it. And then, we're going to
18 set a -- I wanted a oral argument as well, at some
19 point in time.

20 So I think that's what we have next to
21 do, and we're done. We talked about that already.

22 JUDGE KIRKLAND-MONTAQUE: Oral argument or

1 closing --

2 MR. BURZAWA: Yeah. I don't think that was --

3 MR. PERL: Closing -- closing arguments.

4 MR. BURZAWA: Yeah. I don't think that was
5 resolved, and even the order of briefs wasn't
6 resolved. According to the rules, the party with the
7 burden goes first, they respond, we reply. I think
8 you mentioned simultaneous briefs, but I think that's
9 beyond the rule.

10 And I think the only reason -- the
11 only way that closing arguments are allowed, they're
12 allowed in lieu of briefs, by agreement of the
13 parties. And here we're doing briefs, and we don't
14 have the agreement of parties because I think that
15 would just be redundant and unnecessary to do closing
16 arguments.

17 MR. PERL: I -- I don't know if that's what the
18 rules state --

19 JUDGE KIRKLAND-MONTAQUE: Okay.

20 MR. PERL: I -- I'm not arguing with him.

21 JUDGE KIRKLAND-MONTAQUE: I'm not arguing. I'm
22 just saying let me look at the rules because I'm not

1 ready to decide now.

2 MR. PERL: I was just getting us ready for what
3 we're doing so we don't have to then --

4 JUDGE KIRKLAND-MONTAQUE: I understand --

5 MR. PERL: -- continue it again.

6 JUDGE KIRKLAND-MONTAQUE: -- but I don't want
7 there to be another -- that's fine.

8 So I'm going to take -- and I have an
9 idea of how I would like things to proceed as well.
10 So we will come to a meeting of the minds on --

11 MR. PERL: 21st.

12 JUDGE KIRKLAND-MONTAQUE: -- the 21st. And I
13 want to make the correction for the record -- it's
14 really warm in here, is there --

15 MR. PERL: Yeah.

16 JUDGE KIRKLAND-MONTAQUE: It's the lights, I
17 think, and too many people.

18 MR. PERL: Small room.

19 JUDGE KIRKLAND-MONTAQUE: I previously said I
20 was going to take administrative notice of the order
21 ent- -- referenced in the initiating order. And
22 there was an order -- according to the initiating

1 order, which is Exhibit 3 of Protective Parking, it
2 says on July 24, 2015, Protective Parking was issued
3 a renewal of its authority. And the date of that
4 order renewing is actually dated July 8th of 2015.
5 And the discrepancy might be because some filings had
6 to be made before the license was actually issued.

7 So I just want to make sure that I'm
8 referring to the document that I want to admit on my
9 own motion, take an administrative notice, is the
10 order renewing -- here, I made two copies.

11 MR. BURZAWA: Thank you.

12 JUDGE KIRKLAND-MONTAQUE: The previous renewal
13 order.

14 MR. PERL: But I'm also seeking to admit
15 Exhibit 3 anyway.

16 JUDGE KIRKLAND-MONTAQUE: Right. But this is
17 just I'm correcting what I said previously because
18 the dates are not -- are not --

19 MR. PERL: But the date of the order -- the
20 date of our license is July 24th.

21 JUDGE KIRKLAND-MONTAQUE: I understand, but the
22 date of the order that was voted on by the Commission

1 was July 8th. And that's because the Commission
2 votes on it, and then I think you guys might have had
3 to file -- make some insurance filings or something.
4 And then the license gets issued after that.

5 So just so that we know we're talking
6 about the same document.

7 MR. PERL: So, Judge, just so we're clear,
8 then, there's also another document, then, we would
9 like to take judicial notice of which is the
10 July 24th, 2015, actual --

11 JUDGE KIRKLAND-MONTAQUE: License.

12 MR. PERL: -- license and -- or -- and the
13 notification to all parties of record from the
14 Commerce Commission. This is their document, not
15 ours.

16 JUDGE KIRKLAND-MONTAQUE: Okay. I'll -- since
17 it's related to this order granting this renewal --
18 this is a copy of the license; it's a Commission
19 record -- I will take administrative notice of it --

20 MR. PERL: Okay.

21 JUDGE KIRKLAND-MONTAQUE: -- as well.

22 MR. PERL: So we're back on the 21st at

1 10:00 a.m.?

2 JUDGE KIRKLAND-MONTAQUE: Yes.

3 MR. PERL: Okay.

4 JUDGE KIRKLAND-MONTAQUE: All right. That's it
5 for today. Thank you.

6 (Whereupon the matter
7 above was continued to
8 March 21, 2018, at
9 10:00 a.m.)

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