

State of New York
Supreme Court, Appellate Division
Third Judicial Department

Decided and Entered: July 11, 2019

526047

In the Matter of SANTANDER
CONSUMER USA, INC.,
Respondent,

v

MEMORANDUM AND ORDER

ALL COUNTY TOWING & RECOVERY,
Appellant,
et al.,
Respondent.

Calendar Date: June 7, 2019

Before: Egan Jr., J.P., Lynch, Mulvey, Devine and Rumsey, JJ.

Peter B. O'Connell, Albany, for appellant.

Law Offices of Rudolph J. Meola, Albany (Rudolph J. Meola
of counsel), for Santander Consumer USA, Inc., respondent.

Mulvey, J.

Appeals (1) from an order and judgment of the Supreme Court (McDonough, J.), entered October 6, 2017 in Albany County, which, among other things, partially granted petitioner's application, in a proceeding pursuant to Lien Law § 201-a, to declare a garagekeeper's lien null and void, and (2) from an order of said court, entered April 18, 2018 in Albany County, which, among other things, denied a motion by respondent All County Towing & Recovery to, among other things, renew.

For the reasons stated in our recent decisions addressing the same issues (see Matter of Vault Trust v All County Towing & Recovery, 171 AD3d 1336, 1337 [2019]; Matter of Santander Consumer USA, Inc. v All County Towing, 171 AD3d 1258, 1259 [2019]; Matter of Ally Fin., Inc. v All County Towing & Recovery, 166 AD3d 1442, 1444 [2018], lv denied ___ NY3d ___ [June 27, 2019]; Matter of HVT, Inc. v All County Towing & Recovery, 166 AD3d 1441, 1442 [2018], lv denied ___ NY3d ___ [June 27, 2019]), we affirm, and find that Supreme Court did not err in reducing the amount of the daily storage fee charged by respondent All County Towing & Recovery (hereinafter respondent) and appropriately determined that respondent's asserted lien was valid only through September 19, 2016, the date of respondent's improper demand. Additionally, Supreme Court properly denied that part of respondent's motion seeking renewal (see Matter of HVT, Inc. v All County Towing & Recovery, 166 AD3d at 1442).

Egan Jr., J.P., Lynch, Devine and Rumsey, JJ., concur.

ORDERED that the order and judgment and the order are affirmed, with costs.

ENTER:

A handwritten signature in black ink, reading "Robert D. Mayberger". The signature is written in a cursive, flowing style with a large, stylized "R" and "M".

Robert D. Mayberger
Clerk of the Court