

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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THE CITY OF NEW YORK and VILDA VERA
MAYUGA, as COMMISSIONER OF THE NEW
YORK CITY DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,

Index No. _____

Plaintiffs,

SUMMONS

-against-

WAY.COM, INC.,

Defendants.

-----X

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED TO ANSWER the Verified Complaint in this action and to serve a copy of your answer on the Plaintiffs' attorney within 20 days after the service of this Summons, exclusive of the day of service or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York. In the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

This action will be heard in the Supreme Court of the State of New York in the County of New York. Venue is proper under CPLR § 505(a) because the Department of Consumer and Worker Protection is a public authority with its principal office is at 42 Broadway, New York, NY 10004.

Dated: August 19, 2024
New York, New York

Muriel Goode-Trufant
CORPORATION COUNSEL OF THE

CITY OF NEW YORK
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Attorney for Plaintiffs



Diego J. Echeandia, Staff Counsel
Bradley McCormick, Associate General
Counsel
Michael Tiger, General Counsel
Melissa Iachan, Deputy General Counsel
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TO:

WAY.COM, INC.
47627 Lakeview Blvd.,
Fremont, CA 94538

INCorp SERVICES, INC.
131 Continental Drive, Suite 301
Newark, DE 19713
Registered Agent for Defendant

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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THE CITY OF NEW YORK and VILDA VERA
MAYUGA, as COMMISSIONER OF THE NEW
YORK CITY DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,

Index No. _____

Plaintiffs,

VERIFIED COMPLAINT

-against-

WAY.COM, INC.,

Defendants.

-----X

Plaintiffs, by their attorney, MURIEL GOODE-TRUFANT, Acting Corporation Counsel
of the City of New York, as and for their complaint against the Defendants, allege as follows:

INTRODUCTION

1. The City of New York, through its Department of Consumer and Worker Protection (“DCWP” or the “Department”), licenses and regulates garages and parking lots that operate in New York City. By obtaining a DCWP license, garages and parking lots commit to complying with a regulatory framework designed to ensure public safety, honesty, transparency and fair dealing. As such, enforcing garage and parking lot licensing requirements is key to DCWP’s mission of protecting consumers and enhancing New Yorkers’ daily economic lives.

2. For well over a year, Defendant Way.com, Inc. (the “Defendant”) has illegally aided the operation at least 46 unlicensed garages and parking lots operating throughout New York City, particularly in the area surrounding John F. Kennedy International Airport (collectively, the “Unlicensed Lots”). Through its online parking reservation platform, Defendant has provided, and continues to provide, the Unlicensed Lots with the market exposure and booking capabilities they

need to successfully conduct their illegal businesses. Moreover, Defendant's platform helps unlicensed actors circumvent the Department's enforcement efforts and, in some cases, escape detection altogether. In short, Defendant undermines DCWP's efforts to enforce the City's laws and rules as they relate to parking lots and garages, threatening the public safety and general welfare of New Yorkers.

3. The Department has repeatedly tried to engage with Defendant regarding its unlawful conduct, issuing no fewer than four cease-and-desist letters since June 2023. In each letter, the Department offered Defendant the opportunity to cure its violations without incurring civil penalties by simply removing the Unlicensed Lots from its platform. Nevertheless, Defendant has refused to comply at every turn (despite lip service to the contrary), often suggesting a greater concern for its profits than for its obligations under the law. Accordingly, DCWP now seeks assistance from the Court to prevent Defendant from continuing to aid unlicensed activity in violation of the law.

4. Plaintiffs bring this action pursuant to and by the authority of Section 2203(d) of the New York City Charter and Sections 20-106(c) and (d) of the New York City Administrative Code (hereinafter "NYC Code") to permanently enjoin Defendants from booking parking spaces on behalf of unlicensed garages and parking lots on its online platforms.

5. Further, Plaintiffs seek a judgment for civil penalties pursuant to Section 20-106(c) of the NYC Code.

PARTIES

6. Plaintiff THE CITY OF NEW YORK is a municipal corporation incorporated under the laws of the State of New York.

7. Plaintiff VILDA VERA MAYUGA is the Commissioner of DCWP, which is empowered under Section 2203 of the New York City Charter to enforce title 20 the NYC Code, and the agency of the City of New York responsible for protecting and enhancing the daily economic lives of New Yorkers to create thriving communities.

8. Upon information and belief, Defendant WAY.COM, INC. is a foreign corporation incorporated in the state of Delaware, with its last known principal place of business located at 47627 Lakeview Blvd., Fremont, CA 94538. Defendant regularly conducts business in the state of New York and has numerous ongoing business relationships with garages and parking lots throughout New York City.

9. Way.com, Inc.'s registered agent is INCORP SERVICES, INC., with a mailing address of 919 North Market Street, Suite 950, Wilmington, DE 19801.

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over Defendant Way.com, Inc. pursuant to the Civil Practice Law and Rules ("CPLR") § 302(a)(1), as Defendant regularly conducts, transacts, and/or solicits business in New York via its online parking platform.

11. Venue for this action is proper in New York County pursuant to CPLR § 503(a), as it is Plaintiff's principal office location.

RELEVANT LAW

12. NYC Code § 20-102 defines "Person" as "a natural person or an organization."

13. New York City Charter § 2203(d) and NYC Code § 20-104 authorize DCWP to enforce the City's various licensing requirements.

14. Section 20-321(a) of chapter two of title 20 of the NYC Code states that “[i]t shall be unlawful for any person to maintain, operate or conduct a garage or parking lot without a license therefor issued by the commissioner.”

15. NYC Code § 20-105(a) also reinforces that “[i]t shall be unlawful for any person required to be licensed pursuant to the provisions of chapter two or pursuant to provisions of state law enforced by the department to engage in any trade, business or activity for which a license is required without such license.”

16. Notably, NYC Code § 20-106(c) specifies that the act of *aiding* unlicensed activity is itself an independent violation—subject to a penalty of \$100 per day for each day of the unlicensed activity:

[e]very manager or proprietor of a business required to be licensed under chapter two who consents to, causes or allows that business to operate without a license and ***every person aiding such unlicensed business*** and every owner or lessee of any building, part of building, grounds, room or place, who leases or lets the premises for the operation of any unlicensed business or assents that the premises be used for any such purpose, is in violation of this title and shall be subject to a penalty of one hundred dollars per day for every day during which the unlicensed business operates. This penalty shall be prosecuted, sued for and recovered in the name of the city.

(emphasis added)

17. DCWP is authorized by NYC Code § 20-106(d) to “bring an injunction proceeding to restrain or enjoin any violation of this title.”

FACTS

I. Defendant Aids Unlicensed Parking Activity Through Its Online Platform

18. Defendant Way.com, Inc. is the owner and operator of Way.com, a self-proclaimed web-based “Super App” that provides a wide array of car-related services online. As one of its functions, Way.com acts as a digital marketplace where consumers can search for, book, and pay

for parking spots from garages and parking lots in several major U.S. cities. Way.com especially targets consumers looking for airport parking.

19. Since at least April 3, 2023, Way.com has allowed consumers to book reservations and purchase parking spaces from the Unlicensed Lots. Notably, the Department explicitly informed Defendant about the unlicensed status of the Unlicensed Lots as early as June 16, 2023. More than a year later, most of the Unlicensed Lots remain listed and available for consumers to book on Way.com to the present day.

20. By displaying the Unlicensed Lots on Way.com as available actors in the parking marketplace, making them available for booking by consumers, and facilitating transactions with consumers by processing the payments these lots receive, Defendant affirmatively provides the Unlicensed Lots with a variety of tools and resources crucial to the operation of their businesses, unambiguously aiding their unlicensed activity.

21. First, Way.com enables and handles the Unlicensed Lots' monetary transactions with consumers. Specifically, the Way.com app acts as an interface through which consumers can input credit card information and make direct payments to garages and parking lots to purchase parking spot reservations. In this sense, Way.com acts not just as a digital storefront, but also as a digital attendant and cashier, allowing the Unlicensed Lots to conduct most of their business entirely online. Notably, Defendant directly profits from the bookings these businesses receive, which incentivizes Defendant to accept new garages and lots onto the platform with minimal oversight or due diligence as to their safety or adherence to relevant laws.

22. Second, as one of the largest and most well-known parking applications in the country, Way.com provides unlicensed actors with much needed public exposure. Indeed, many of the Unlicensed Lots operate in areas with little public visibility, and thus rely on Way.com to

increase their public presence in the marketplace. For example, In and Out Parking is an Unlicensed Lot situated on a residential street, entirely hidden from the nearest main road. Likewise, Park AC JFK is an Unlicensed Lot accessible only by driving through a residential neighborhood, and the lot is concealed behind a thick canopy of overgrown trees on a street that potential customers would be unlikely to come across unless specifically directed there by Defendant's platform. In the most extreme circumstances, Unlicensed Lots lack traditional "brick and mortar" presences altogether and would thus be invisible to the public without Defendant's assistance. C&D JFK Long Term Parking, for example, is a small, fenced Unlicensed Lot with no attendants, no offices, no ticket booths, and no signage of any kind. Instead, it operates solely by taking reservations and payment online. Way.com therefore provides crucial outreach for unlicensed actors that would otherwise have few ways to reach their clientele.

23. Third, Way.com provides the Unlicensed Lots with the appearance of legitimacy. This image of propriety is indispensable to the Unlicensed Lots' business model. Many of the Unlicensed Lots are rudimentary, ad hoc operations, sometimes consisting of something as basic as a construction trailer "office" and a plot of undeveloped land. Others are even more simplistic, having little more than a temporary "valet" sign on display, and often resorting to using public streets to park customers' cars. As such, these businesses greatly depend on the reputational boost that comes with the implied backing of a large, national corporation to attract clients. By promoting the Unlicensed Lots on its platform, Defendant lends them a false air of professionalism, fooling consumers into thinking them to be well-run, reputable operations, only to discover the truth once it is too late for them to cancel their reservations.

24. Finally, Way.com assists the Unlicensed Lots in evading DCWP enforcement by providing an easy and accessible way for these unlicensed actors to conduct adaptable, impromptu,

and sometimes undetectable parking operations, often in places far from the commercial corridors traditionally patrolled by DCWP inspectors. This includes, but is not limited to, operating in residential neighborhoods, utilizing spaces reserved for public parking, or even parking cars on residential streets themselves. Indeed, because Way.com allows unlicensed actors to conduct their transactions and advertising entirely through an online platform, the Unlicensed Lots can often operate without a traditional “brick and mortar” presence, avoiding the typical appearance of an active business and directly undercutting DCWP’s ability to detect said illegal activity in the field.

II. Defendant’s Support of the Unlicensed Lots Results in Harm to NYC Consumers

25. Unlicensed garages and parking lots pose a significant threat to New York City consumers. These unlicensed businesses are notorious for a slew of harmful business practices, including, but not limited to, maintaining unsafe premises, disturbing residential areas, causing traffic congestion, damaging vehicles left under their care, inflating rates they charge consumers, leaving consumers stranded without access to their vehicles, and monopolizing the City’s scarce street parking spaces.

26. These harms are not theoretical. Over the past few years, the Department has received an ever-increasing number of complaints regarding the shoddy and unprofessional conduct of unlicensed garages and parking lots throughout New York City. While most of these complaints come from personally maligned consumers, several originate from concerned citizens and elected officials whose neighborhoods and communities are directly damaged by the presence of these operations.

27. For example, since 2017, DCWP has received at least twenty-five consumer complaints against unlicensed lots alleging property damage of some kind. Likewise, the Department has received at least three complaints from consumers left stranded without

transportation when they could not retrieve their cars from the Unlicensed Lots. Lastly, the Department has received at least twenty-three complaints detailing negative impacts to entire neighborhoods, such as increased noise from traffic, congestion from frequent double parking, and the overall endangerment of pedestrians and schoolchildren.

28. By providing assistance to the Unlicensed Lots, Defendant directly contributes to the harm these businesses inflict upon consumers and local communities. Indeed, as shown above, Defendant's support of the Unlicensed Lots is existential, providing the foundational resources that make these illegal operations viable to begin with. As such, Defendant is responsible for the resulting harm to New York City consumers.

III. Defendant Flouts and Undermines the Department's Enforcement Attempts

A. DCWP's Direct Enforcement Against the Unlicensed Lots

29. DCWP has repeatedly attempted to use its administrative enforcement tools to curb the Unlicensed Lots' illegal operations. Specifically, over the past year, the Department has dispatched several DCWP inspectors to the Unlicensed Lots with the aim of issuing summonses upon observing unlicensed activity. However, because the physical presence of these kinds of parking lots can often be difficult to detect—and therefore, inspect—many of these enforcement efforts have been stymied at the outset. For example, C&D JFK Long Term Parking Inc, 150th JFK Airport Parking Lot 1, 150th JFK Airport Parking Lot 2, 150th JFK Airport Parking Lot 3, JFK Inn, and Power Up Parking are some examples of Unlicensed Lots which continue to offer booking on Way.com, but against whom the Department cannot effectively enforce because they do not have any access points or traditional premises for DCWP to inspect.

30. Moreover, even when a physical inspection of the business is possible and summonses are issued, their effectiveness is undermined by how trivially easy it is for the

Unlicensed Lots to circumvent the proceedings by using Defendant's platform to rebrand their parking business under a different name. To illustrate, Jamaica JFK Discount Parking, and Parkings [sic] Best Secret, are two Unlicensed Lots who have previously flouted enforcement efforts by simply ignoring the summonses they were issued, failing to appear at the respective administrative hearings, and instead continuing operations under alternate names by creating additional accounts on Way.com. In fact, the latter of the two boasts an impressive *six* alternative business names on Way.com and has flouted the Department's enforcement efforts multiple times over the years.¹

31. Lastly, the Department's ability to use administrative enforcement against unlicensed garages and parking lots is hindered by the threat of physical harm that these operations pose to DCWP inspectors. Indeed, on April 24, 2024, during an inspection of one of the Unlicensed Lots, the employees of the lot threatened the life of the inspector on duty, forcing the Department to cease all inspections at that location.

32. Unsurprisingly, this has all combined to make the process of traditionally enforcing against each individual Unlicensed Lot an extremely resource intensive and inefficient endeavor, often requiring time-consuming special investigations that take inspectors away from their other responsibilities, and ultimately yield ever-diminishing returns. By providing the Unlicensed Lots with the ability to easily set up new digital storefronts to reach consumers and conduct their businesses, Defendant has forced the Department into a perpetual game of whack-a-mole where a "new" garage can pop up whenever the Department attempts to penalize an illegal actor. Thus,

¹ This includes several issued summonses, attempts to contact property owners, and a previous padlocking attempt in 2019.

unless Defendant's illegal conduct is first addressed, the Department is left with few administrative recourses to properly address the underlying unlicensed activity harming NYC consumers.²

B. DCWP's Attempts to Obtain Compliance from Defendant

33. In early 2023, after noticing an increase in the number of consumer complaints regarding the illegal and harmful practices by unlicensed parking lots and garages in New York City, the Department undertook an investigation to more closely understand how these illegal operations managed to conduct such lucrative businesses despite their seemingly invisible physical presence, scarce resources, and limited marketability. As noted above, the Department's investigation revealed that most of the Unlicensed Lots depend heavily on Way.com's services to enable their illegal operations.

34. Upon realizing that Way.com was aiding and facilitating the aforementioned unlicensed activity, the Department immediately notified Way.com of its liability for this conduct and instructed the Defendant to cease and desist its assistance of the Unlicensed Lots. For more than a year now, the Department has attempted to engage with the Defendant to obtain its compliance with the law, to no avail.

35. On June 16, 2023, the Department sent a cease-and-desist letter to Defendant, informing it that it was in violation of NYC Code § 20-106(c) for aiding unlicensed activity, and demanding that it immediately cease and desist from selling parking at unlicensed New York City garages and parking lots on Way.com. Along with its letter, the Department proactively provided

² The Department's less frequently used enforcement tool of administrative padlocking is also a largely impractical solution in these circumstances, because it would require tracking down the owners of all cars still stored at the location and enabling those consumers to retrieve their vehicles--a task the Department is ill-equipped to undertake. This issue is further exacerbated when considering that most of the Unlicensed Lots cater to consumers headed to the airport, and thus likely to be traveling out of the state for indeterminate periods of time. Finally, unless the unlicensed parking activity occurs in one single, clearly contiguous property, the Department also would face the challenge of not being able to truly close off access entirely.

a list to the Defendant of those entities suspected to be operating without a license which appeared on the Way.com site (i.e., the Unlicensed Lots).

36. On July 7, 2023, Defendant responded with a letter advising the Department that it refused to cease its illegal activity, and that it disclaimed the Department's jurisdiction over its business.³

37. On October 10, 2023, after confirming that Way.com continued to aid the Unlicensed Lots in attracting, securing, and transacting with consumers, the Department sent a second warning letter. The Department once again provided an updated list of the Unlicensed Lots offering parking on the Way.com platform and demanded that Defendant remove said unlicensed businesses from its platform by October 25, 2023.

38. On November 3, 2023, Defendant, through its attorneys, responded with a letter in which Defendant stated that it intended to cooperate with the Department's demands to come into compliance with the law. In its letter, Defendant expressed that although it did not currently require vendors to provide proof of their licenses, its vendor contracts do contain a clause whereby vendors must affirm compliance with all applicable laws and regulations and agree to provide Defendant with notice of any change in licensing status. Defendant further expressed that it had conducted an internal review, and that it had concluded that most or all the garages and lots which DCWP had previously identified as operating without a license were, in fact, licensed. Despite this claim, Defendant only provided supporting evidence for two of the 42 entities DCWP had identified in its October 10, 2023. Specifically, Defendant provided copies of two valid DCWP licenses.

³ In its response, Defendant asserted that its compliance with the federal INFORM Consumers Act, 15 U.S.C. § 45f, covered the extent of Defendant's responsibilities regarding the sellers on its site, and thus it claimed that DCWP had no ability to enforce the laws and rules of the City of New York against it.

Notably, the addresses on the two licenses did not match the addresses for the two entities at issue as displayed on the Way.com website.

39. On November 29, 2023, the Department replied to the Defendant, noting that arguing for the licensing status of two of its vendors after DCWP had identified *over 40 unlicensed actors* was not, in any way, a convincing rebuttal to the Department's concerns, particularly when the two entities Defendant pointed to were operating (and advertising parking to consumers) under different addresses than those listed on the licenses provided by Defendant. The Department once again demanded that Defendant stop the unlawful aiding of unlicensed activity, and—as a courtesy—affixed to its letter yet another updated list of confirmed unlicensed actors who were being supported by the Defendant and who still appeared on Way.com.

40. On January 16, 2024, Defendant, through its attorneys, sent a reply to the Department's November letter in which it expressed that it had adopted new policies that would purportedly prevent the addition of new unlicensed actors to the Way.com platform, but nevertheless refusing to remove the current Unlicensed Lots from its platform.

41. On April 9, 2024, the Department sent another letter to Defendant, cautioning that the new policies included in Defendant's January correspondence were far too passive to ensure compliance with the law. The Department further clarified to Defendant that any business relationship concerns it might have related to its potential removal of existing Unlicensed Lots from the Way.com platform were irrelevant to Defendant's obligations under New York City law.

42. The Department concluded its April 9, 2024, letter yet again providing Defendant with one more updated list of the Unlicensed Lots on its platform, and warning Defendant that, absent compliance by April 24, 2024, the Department would pursue penalties through litigation.

43. Defendant did not respond to the Department's April 9, 2024, letter.

44. Despite the Department’s multiple attempts to bring Defendant into compliance over the past year—and despite the multiple opportunities the Department has provided to Defendant to cure its violations and avoid litigation—Defendant continues to aid the unlicensed activity of the Unlicensed Lots with little regard for the laws and people of New York City. For these reasons, the Department now brings this action seeking the Court’s assistance in directing Way.com to cease aiding the unlawful conduct of the Unlicensed Lots, which will in turn drastically reduce the ability of these unlicensed actors to continue their illegal activities.

FIRST CAUSE OF ACTION

DCWP LICENSING LAW – CITYWIDE INJUNCTION

45. Plaintiffs repeat and reallege, as if fully set forth herein at length, the facts contained in paragraphs 1 through 44.

46. NYC Code § 20-321(a) requires a business to hold a DCWP license to “maintain, operate or conduct a garage or parking lot.”

47. NYC Code § 20-106(c) specifies that “every person aiding [an] unlicensed business . . . is in violation of this title and shall be subject to a penalty of one hundred dollars per day for every day during which the unlicensed business operates. This penalty shall be prosecuted, sued for and recovered in the name of the city.”

48. NYC Code § 20-106(d) empowers the City to bring an injunction proceeding to retain or enjoin any violation of New York City’s licensing laws.

49. Since at least April 3, 2023, Defendant has aided the unlawful activity of the Unlicensed Lots by providing them with advertising and transactional services through its web-based application and platform, Way.com. Through its actions, Defendant has made it possible for these unlicensed actors to evade DCWP enforcement and thrive despite their illegal operation.

50. On at least four occasions over the last thirteen months, Plaintiffs notified Defendant of its liability for aiding the illegal activity, giving it ample opportunity to come into compliance. Defendant has largely ignored these warnings.

51. Accordingly, Plaintiffs seek a declaration that the above-named Defendant aided—and continues to aid—unlicensed activity; an order directing the payment of fines and civil penalties owed pursuant to NYC Code § 20-106(c); and a preliminary and permanent injunction enjoining and restraining Defendant Way.com, Inc., its agents, employees, and/or representatives from aiding in any way the operation of unlicensed garages and parking lots within New York City, including by providing the ability to advertise and offer booking of parking in unlicensed garages and parking lots on the Way.com platform.

RELIEF SOUGHT

WHEREFORE, Plaintiffs respectfully request that the Court grant relief against Defendant by issuing an order and judgment:

1. Declaring that Defendant Way.com, Inc. aided unlicensed activity;
2. Preliminarily and permanently enjoining Defendant Way.com, Inc., its agents, employees, and/or representatives from aiding in any way the operation of unlicensed garages and parking lots within New York City, including through offering reservations and payment for parking in unlicensed garages and parking lots on the Way.com platform;
3. Awarding the City fines and civil penalties in an amount to be determined at trial pursuant to NYC Code § 20-106(c);
4. Granting Plaintiffs such other and further relief as this Court finds just and proper.

Dated: New York, New York
August 19, 2024

Muriel Goode-Trufant
CORPORATION COUNSEL OF THE
CITY OF NEW YORK
Michelle Goldberg-Cahn,
Assistant Corporation Counsel
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Attorney for Plaintiffs



Diego J. Echeandia, Staff Counsel
Bradley McCormick, Associate General
Counsel
Michael Tiger, General Counsel
Melissa Iachan, Deputy General Counsel
NEW YORK CITY DEPARTMENT
OF CONSUMER AND WORKER
PROTECTION
42 Broadway
New York, NY 10004
(212) 436-0147
Decheandia@dcwp.nyc.gov
Attorney for Plaintiffs

VERIFICATION

MICHAEL TIGER, an attorney admitted to practice before the Courts of the state of New York, hereby affirms the following to be true, under penalties of perjury, pursuant to Civil Practice Law and Rules § 2106:

I have been duly designated as Acting Corporation Counsel of the City of New York and, as such, am duly authorized to make this verification.

I have read the foregoing Complaint and know the contents thereof, which is to my knowledge true, except as to matters stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The grounds of my belief as to all matters stated upon information and belief is upon information obtained from various departments of the City government, from statements made to me by certain officers or agents of the City of New York, and from statements, affidavits or affirmations of other persons.

The reason this verification is not made by the City of New York is that it is a corporation.

Dated: New York, New York
August 19, 2024


MICHAEL TIGER

NYSCEF DOC. NO. 2

RECEIVED NYSCEF: 08/19/2024



Vilda Vera Mayuga
Commissioner

August 19, 2024

Diego Echeandia
Staff Counsel
Decheandia@dcwp.nyc.gov

New York County Clerk's Office
Supreme Court Building
60 Centre Street
New York, NY 10007

42 Broadway
9th Floor
New York, NY 10004

To Whom It May Concern,

nyc.gov/dcwp

Please be advised that, pursuant to Sections 8017(a), 8018(b)(3), 8018(d)(1), and 8019(d) of the CPLR, and pursuant to Section 7-102 of the New York City Administrative Code, the New York City Law Department is exempt from filing and other fees. The Corporate Counsel to the Law Department has designated the Department of Consumer and Worker Protection ("DCWP") to file a Proposed Order to Show Cause and supporting documents in the case captioned below. As such, DCWP is not required to submit payment in relation to obtaining an index number or requesting judicial intervention in the following matter (index matter pending):

THE CITY OF NEW YORK AND VILDA VERA MAYUGA,
AS COMMISSIONER OF THE NEW YORK CITY
DEPARTMENT OF CONSUMER AND WORKER
PROTECTION,

Plaintiffs,

-against-

WAY.COM, INC.,

Defendants.

Sincerely,

A handwritten signature in blue ink, appearing to read "Diego J. Echeandia", written over a horizontal line.

Diego J. Echeandia

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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THE CITY OF NEW YORK and VILDA VERA
MAYUGA, as COMMISSIONER OF THE NEW
YORK CITY DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,

Index No. _____

Plaintiffs,

ORDER TO SHOW CAUSE

-against-

WAY.COM, INC.,

Defendants.

-----X

Upon reading and filing the annexed Affirmation of Diego J. Echeandia, Esq., dated August 19, 2024, the Affidavit of Jonathan Ramirez, sworn to on August 15, 2024, together with the Exhibits, Summons, Verified Complaint, verified by Michael Tiger, Esq. on August 19, 2024, and the accompanying Memorandum of Law in Support of Plaintiffs' Motion for a Preliminary Injunction,

LET the Defendant or its attorneys appear and Show Cause before this Court at I.A.S. Part _____ of the Court, Room _____, to be held at the Courthouse at _____, New York County, City and State of New York, on _____, 2024, at 9:30 a.m. or as soon thereafter as counsel may be heard, why an order should not be made or entered:

- A. Preliminarily enjoining Defendant Way.com, Inc., its agents, employees, and/or representatives from aiding in any way the operation of unlicensed garages and parking lots within New York City, including through offering reservations and payment for parking in unlicensed garages and parking lots on the Way.com platform.; and
- B. Granting such other and further relief as the Court deems just and proper.

IT IS FURTHER ORDERED that service of a copy of this Order to Show Cause, together with the papers upon which it is based and the Summons and Verified Complaint, be made upon Defendant by either personal service or by mailing a copy thereof by overnight express mail to Defendant at its principal place of business at 47627 Lakeview Blvd., Fremont, CA 94538, on or before _____, 2024, and that this be deemed good and sufficient service on Defendant. Proof of service shall be electronically filed with the Court on or before the return date indicated above.

IT IS FURTHER ORDERED that opposition papers, if any, shall be served on counsel for Plaintiffs by e-filing by _____, 2024.

IT IS FURTHER ORDERED that oral argument shall be required.

ENTER:

J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
THE CITY OF NEW YORK and VILDA VERA
MAYUGA, as COMMISSIONER OF THE NEW
YORK CITY DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,

Index No. _____

Plaintiffs,

-against-

WAY.COM, INC.,

Defendants.

**AFFIDAVIT OF
JONATHAN RAMIREZ**

-----X
STATE OF NEW YORK }
 : ss.:
COUNTY OF NEW YORK }

JONATHAN RAMIREZ, being duly sworn, deposes and says:

1. I am an Investigator in the Office of the General Counsel of the New York City Department of Consumer and Worker Protection ("DCWP").
2. In the regular course of business, I assist in the investigation of businesses operating in New York City, such as garages and parking lots. As part of my duties, I am often required to capture screenshots of websites relevant to the business, search DCWP records, and review consumer complaints.
3. On or about April 3, 2023, as part of an ongoing DCWP investigation, I searched DCWP's licensing database for all New York City parking lots and garages that appear on the Way.com website. According to my search, I found that various parking lots and garages on the Way.com website did not have active licenses issued by the Department. Since that time, I have periodically checked the Way.com website for the purpose of keeping track of the unlicensed

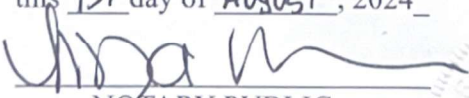
parking lots and garages present on the platform. The number of unlicensed parking lots on Way.com has changed somewhat over time, either because some previously unlicensed lots have since attained licenses, or because some lots are simply no longer listed on the website. A list of the 46 unlicensed garages and parking lots currently listed on the Way.com website (collectively, the "Unlicensed Lots") is attached hereto as **Exhibit A**.

4. I also took screenshots of the Way.com website and have continued to do so periodically throughout 2023 and 2024. These screenshots show how Way.com not only promotes and endorses the Unlicensed Lots, but also how they offer them for booking to the public and how they facilitate the transactions between consumers and the Unlicensed Lots.

5. Screenshots are images of a webpage as it appears on a browser, created with a Google Chrome, Microsoft Edge, or Firefox extension called FireShot Pro. I create a screenshot of a webpage by accessing a specific web address, clicking on the FireShot icon at the top of the browser and then saving the entire page as a PDF. The screenshot is converted into a PDF file that is stamped with the date and time the screenshot was taken, as well as the URL of the webpage.

6. Each screenshot fairly and accurately depicts how the entire webpage appeared at the time of the screenshot, including relative font size, color, and images. The screenshots I captured of the Way.com website are attached hereto as **Exhibits B through E**.

Sworn and subscribed before me
this 15th day of August, 2024






JONATHAN RAMIREZ

Exhibit A



	GARAGE/PARKING LOT	ADDRESS	LICENSE STATUS
1.	Rockefeller Center	55 West 48th Street, New York, NY 10020	Unlicensed
2.	325 Lafayette Ave. Garage	325 Lafayette Avenue, Brooklyn, NY 11238	Unlicensed
3.	834 Pacific St. Garage	834 Pacific Street, Brooklyn, NY 11238	Unlicensed
4.	PARK AC JFK Airport Parking	126-23 152nd Avenue, South Ozone Park, NY 11420	Unlicensed
5.	JFK EconoPark JFK Airport Parking	220-12 147th Avenue, Springfield Gardens, NY 11413	Unlicensed
6.	PrimePark JFK Airport Parking Premium	151-15 Lefferts Boulevard, South Ozone Park 11420	Unlicensed
7.	Queens Discount Parking JFK Airport Parking	147-07 Guy R. Brewer Boulevard, Jamaica, NY 11434	Unlicensed
8.	JFK 52 Park and Fly Airport Parking	146-92 Guy R Brewer Boulevard, Jamaica, NY 11434	Unlicensed
9.	PARKINGs BEST SECRET (JFK) Airport Parking	147-07 Guy R. Brewer Boulevard, Jamaica, NY 11434	Unlicensed
10.	JFK Inn - JFK Airport Parking	154-10 S Conduit Avenue, Jamaica, NY 11434	Unlicensed
11.	Super E8ight JFK Airport Parking	178-01 147th Avenue, Jamaica, NY 11434	Unlicensed
12.	Jamaica JFK Discount Parking	220-12 147th Avenue, Springfield Gardens, NY 11413	Unlicensed



13.	OROM JFK Airport Parking	229-20 S Conduit Avenue, Jamaica, NY 11413	Unlicensed
14.	In and Out Parking JFK Airport Parking	178-20 178th Place, Jamaica, NY 11434	Unlicensed
15.	150th JFK Airport Parking Lot 1	147-07 Guy R. Brewer Boulevard, Jamaica, NY 11434	Unlicensed
16.	150th JFK Airport Parking Lot 2	147-07 Guy R. Brewer Boulevard, Jamaica, NY 11434	Unlicensed
17.	150th JFK Airport Parking Lot 3	147-07 Guy R. Brewer Boulevard, Jamaica, NY 11434	Unlicensed
18.	The Parking Point Corp JFK Airport	150-57 183rd Street, Springfield Gardens, NY 11413	Unlicensed
19.	The Parking Point Corp Lot 2 JFK Airport	150-57 183rd Street, Springfield Gardens, NY 11413	Unlicensed
20.	Aardwolf Airport Parking	153-82 S Conduit Avenue, Jamaica, NY 11434	Unlicensed
21.	JFK Discount Parking JFK Airport Parking (INACTIVE - SOLD OUT)	253-51 Rockaway Boulevard, Rosedale, NY 11422	Unlicensed
22.	Archer Ave Parking Inc JFK Airport (INACTIVE - SOLD OUT)	179-10 93rd Avenue, Jamaica, NY 11433	Unlicensed
23.	C&D JFK Long Term Parking	146-09 Farmers Boulevard, Jamaica, NY 11434	Unlicensed
24.	136 05 Cranston Street Parking	136-05 Cranston Street, Jamaica, NY 11434	Unlicensed
25.	153 75 Rockaway Blvd Parking (INACTIVE - SOLD OUT)	153-75 Rockaway Blvd, Jamaica, NY 11434	Unlicensed




26.	146-92 Guy R Brewer Blvd Parking	146-92 Guy R Brewer Blvd, Jamaica, NY 11434	Unlicensed
27.	Pay Low Parking JKF (LOOKS LIKE THE PARKING POINT)	150-56 183rd Street, Springfield Gardens, NY 11413	Unlicensed
28.	Power Up Parking	148-11 175th Street, Jamaica, NY 11434	Unlicensed
29.	LaGuardia Plaza LGA Airport Parking	104-04 Ditmars Boulevard, East Elmhurst, NY 11369	Unlicensed
30.	Rooftop at the Plaza Hotel LGA Airport Parking	104-04 Ditmars Boulevard, East Elmhurst, NY 11369	Unlicensed
31.	Laguardia Parking LGA Airport	60-20 30th Avenue, Woodside, NY 11377	Unlicensed
32.	Fasttrack LGA PREMIUM Airport Parking	144-74 Northern Boulevard, Flushing, NY 11354	Unlicensed
33.	Extended Stay America New York City LGA Airport Parking	18-30 Whitestone Expy, Whitestone, NY 11357	Unlicensed
34.	The Landing Hotel Laguardia Airport Parking	94-00 Ditmars Boulevard, East Elmhurst, NY 11369	Unlicensed
35.	Courtyard Marriott - LGA Airport Parking	90-10 Ditmars Blvd, East Elmhurst, NY 11369	Unlicensed
36.	Park Travel Laguardia Airport Parking	18-02 Petracca Place, College Point, NY 11356	Unlicensed
37.	3070 72 Webster Avenue Parking	3070 Webster Avenue, Bronx, NY 10467	Unlicensed
38.	46 Cook St Garage	46 Cook Street, Brooklyn, NY 11206	Unlicensed







39.	95 Chester Street Parking	95 Chester Street, Brooklyn, NY 11212	Unlicensed
40.	Fulton Lawrence Parking LLC	111 Lawrence Street, Brooklyn, NY 11201	Unlicensed
41.	89 34 162nd Street Parking	89-34 162nd Street, Jamaica, NY 11432	Unlicensed
42.	177 08 Liberty Avenue Parking	177-08 Liberty Avenue, Jamaica, NY 11433	Unlicensed
43.	310 Wild Avenue Parking	310 Wild Avenue, Staten Island, NY	Unlicensed
44.	56 North Moore St.	56 North Moore Street, New York, NY 10013	Unlicensed
45.	Beaver Street Parking LLC	51 Beaver Street, New York, NY 10004	Unlicensed
46.	Laight Street Parking LLC	92 Laight Street, New York, NY 10013	Unlicensed


Exhibit B


Captured by FireShot Pro [04-03-2023, 10:32:43]
URL: https://www.way.com/airport-parking/search?airport=JFK
Title: JFK Parking - Lowest Rates on JFK Long Term Parking Guaranteed





 PARKING  John F.Kennedy International Airport(JFK) 





 Check-in date
Apr 04 2023


 Check-in time
12:00pm

 Check-out date
Apr 08 2023

 Check-out time
12:00pm

 Apply Dates

 VIEW MAP

 FILTERS

 **Parking Spots near JFK**

Found 30 Parkings spots near 'JFK'

Sort by: **Featured** Cheapest Closest



ARB Parking JFK Airport(CLOSEST TO JFK)
~~\$19.95~~ \$12.95 per day
5.0★ • 1 mi to JFK airport• Min 1 Day
 Free JFK Airport Shuttle
9+ people booked this in last 24 hours.



JFK EconoPark JFK Airport Parking
~~\$12.75~~ \$9.75 per day
5.0★ • 1.4 mi to JFK airport• Min 1 Day
 Free JFK Airport Shuttle
9+ people booked this in last 24 hours.



PrimePark JFK Airport Parking PREMIUM
~~\$14.99~~ \$9.95 per day
5.0★ • 1.4 mi to JFK airport• Min 1 Day
 Free JFK Airport Shuttle
9+ people booked this in last 24 hours.



MS PARKING JFK AIRPORT (CLOSEST TO JFK AIRPORT)
\$11.95 per day
0.0★ • 1.4 mi to JFK airport• Min 1 Day
 Free JFK Airport Shuttle
3+ people booked this in last 24 hours.



Radisson JFK Airport Parking
\$26.99 per day
5.0★ • 1.8 mi to JFK airport• Min 1 Day
 Free JFK Airport Shuttle
6+ people booked this in last 24 hours.



Parking 4 JFK Airport
~~\$18.69~~ \$11.99 per day
4.6★ • 2.9 mi to JFK airport• Min 3 Days
 Free JFK Airport Shuttle
3+ people booked this in last 24 hours.



Queens Discount Parking JFK Airport Parking
\$9.99 per day
5.0★ • 1.5 mi to JFK airport
 Free JFK Airport Shuttle
9+ people booked this in last 24 hours.



ALLIANCE JFK PARKING 4 AIRPORT
~~\$16.99~~ \$9.95 per day
5.0★ • 2.9 mi to JFK airport• Min 3 Days
 Free JFK Airport Shuttle
3+ people booked this in last 24 hours.



JFK 52 Park and Fly Airport Parking
~~\$18.69~~ \$10.99 per day
5.0★ • 1.5 mi to JFK airport• Min 3 Days
 Free JFK Airport Shuttle
5+ people booked this in last 24 hours.



PARKING'S BEST SECRET (JFK) Airport Parking
~~\$12.82~~ \$9.49 per day
4.6★ • 1.5 mi to JFK airport• Min 3 Days
 Free JFK Airport Shuttle
3+ people booked this in last 24 hours.



Super Eight JFK Airport Parking
~~\$13.88~~ \$10.88 per day
5.0★ • 1.5 mi to JFK airport• Min 3 Days
 Free JFK Airport Shuttle
5+ people booked this in last 24 hours.



Jamaica JFK Discount Parking
~~\$14.78~~ \$9.25 per day
5.0★ • 2 mi to JFK airport• Min 1 Day
 Free JFK Airport Shuttle
9+ people booked this in last 24 hours.



In and Out Parking



150th JFK Airport Parking Lot
5.0★ • 2 mi to JFK airport• Min 1 Day




150th JFK Airport Parking Lot
5.0★ • 2 mi to JFK airport• Min 1 Day




The Parking Point Corp JFK Airport
\$9.99 per day
5.0★ • 2 mi to JFK airport• Min 1 Day


This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5-b(d)) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.




SP Plus JFK Airport Parking
~~\$13.50~~ \$10.00 per day
5.0★ • 2.5 mi to JFK airport• Min 1 Day
3+ people booked this in last 24 hours




Aardwolf Airport Parking (CLOSEST TO JFK)
~~\$19.00~~ \$17.95 per day
5.0★ • 0.0 mi to JFK airport• Min 1 Day
Free JFK Airport Shuttle
3+ people booked this in last 24 hours




Jamaica Center JFK INDOOR Airport Parking (NO SHUTTLE)
~~\$14.95~~ \$8.00 per day
5.0★ • 1.5 mi to JFK airport
3+ people booked this in last 24 hours




Safe Park JFK
~~\$24.00~~ \$18.95 per day
5.0★ • 1 mi to JFK airport• Min 1 Day
Free JFK Airport Shuttle
3+ people booked this in last 24 hours




Fasttrack JFK Airport Parking Exclusive DEAL
~~\$24.00~~ \$10.95 per day
5.0★ • 1.5 mi to JFK airport
Free JFK Airport Shuttle
3+ people booked this in last 24 hours




Fasttrack Express JFK Airport Parking (Closest to JFK Airport)
~~\$14.24~~ \$10.95 per day
5.0★ • 1.5 mi to JFK airport
Free JFK Airport Shuttle
3+ people booked this in last 24 hours




OROM JFK Airport Parking
\$16.99 per day
5.0★ • 0.9 mi to JFK airport• Min 3 Days
3+ people booked this in last 24 hours




JFK Discount Parking JFK Airport Parking
~~\$18.00~~ \$14.95 per day
4.6★ • 1.8 mi to JFK airport
Free JFK Airport Shuttle
3+ people booked this in last 24 hours




Park N Go Systems JFK Airport Parking (No Shuttle)
~~\$14.78~~ \$10.95 per day
5.0★ • 6.1 mi to JFK airport• Min 1 Day
3+ people booked this in last 24 hours




Archer Ave Parking Inc JFK Airport
\$9.95 per day
0.0★ • 3 mi to JFK airport• Min 1 Day
3+ people booked this in last 24 hours




C&D Long Term Parking
\$10.00 per day
0.0★ • 2 mi to JFK airport• Min 1 Day
Free JFK Airport Shuttle
3+ people booked this in last 24 hours



LAZ Parking JFK Airport Parking
\$11.00 per day
5.0★ • 1.5 mi to JFK airport• Min 3 Days
3+ people booked this in last 24 hours



JFK Inn - JFK Airport Parking
~~\$13.64~~ \$10.49 per day
4.6★ • 0.1 mi to JFK airport• Min 3 Days
Free JFK Airport Shuttle
8+ people booked this in last 24 hours



150th JFK Airport Parking Lot 3
\$9.60 per day
4.0★ • 2 mi to JFK airport• Min 1 Day
Free JFK Airport Shuttle
8+ people booked this in last 24 hours



NYSCEF DOC. NO. 6

RECEIVED NYSCEF: 08/19/2024

**147-07 Guy R Brewer
Boulevard Parking**

0.0 ★ • 1.4mi away

\$15.492+ people booked this in last 24
hours**135-30 140th St Parking**

5.0 ★ • 1.8mi away

\$15.992+ people booked this in last 24
hours**154-10 S Conduit Ave Parking**

0.0 ★ • 1.5mi away

\$15.492+ people booked this in last 24
hours**136 05 Cranston Street
Parking**

0.0 ★ • 1.7mi away

\$35.002+ people booked this in last 24
hours


Events Parking spaces

Webster Hall125 East 11th Street, Union, New
Jersey, NJ, United States, 07083**91 events 10 Parking spots****Irving Plaza**17 Irving Place, New York City,
New York, NY, United States, ...**60 events 3 Parking spots****Barclays Center**620 Atlantic Avenue, Brooklyn,
New York, NY, United States, ...**107 events 1 Parking spots****Brooklyn Bowl - NY**61 Wythe Avenue, Brooklyn, New
York, NY, United States, 11211**56 events 2 Parking spots****Bowery Ballroom**6 Delancey St, New York City,
New York, NY, United States, ...**77 events 4 Parking spots****Public Theater - LuEsther...**425 Lafayette Street, New York
City, New York, NY, United Stat...**14 events 1 Parking spots****Knitting Factory Brooklyn**361 Metropolitan Avenue,
Brooklyn, New York, NY, United...**9 events 2 Parking spots****Joes Pub**425 Lafayette Street, New York
City, New York, NY, United Stat...**9 events 1 Parking spots****Citi Field**126th St. and Roosevelt Ave.,
Corona, New York, NY, United...**138 events 1 Parking spots****Public Theater - Newman ...**New York City, New York, NY,
United States, 10003**4 events 1 Parking spots****Rough Trade NYC**64 N 9th St, Brooklyn, New York,
NY, United States, 11249**29 events 2 Parking spots****Union Hall - Edmonton**600 E Van Buren St, Phoenix,
Arizona, AZ, United States, 85004**32 events 1 Parking spots****Forest Hills Stadium**1 Tennis Place, Forest Hills, New
York, NY, United States, 11375**22 events 3 Parking spots****Orpheum Theatre - NYC**126 Second Ave, New York City,
New York, NY, United States, ...**184 events 9 Parking spots****Music Hall Of Williamsburg**66 North Sixth Street, Brooklyn,
New York, NY, United States, ...**70 events 2 Parking spots****Mercury Lounge - NY**217 East Houston Street, New
York City, New York, NY, United...**125 events 4 Parking spots****Astor Place Theatre**434 Lafayette Street, New York
City, New York, NY, United Stat...**447 events 7 Parking spots****Baby's All Right - Brooklyn**146 Broadway, Brooklyn, New
York, NY, United States, 11211**13 events 2 Parking spots****Murmrr Theatre**17 Eastern Parkway, NY, NY, US,
11238**4 events 1 Parking spots****Prospect Park Bandshell**95 Prospect Park West, Brooklyn,
New York, NY, US, 11215**5 events 1 Parking spots****The Kingsland**269 Norman Ave., Brooklyn, New
York, NY, US, 11222**1 events 1 Parking spots****The DL**95 Delancey Street, New York,
New York, NY, US, 10002**1 events 1 Parking spots**

Captured by FireShot Pro [04-03-2023, 10:32:43]
URL: <https://www.way.com/airport-parking/search?airport=JFK>
Title: JFK Parking - Lowest Rates on JFK Long Term Parking Guaranteed

Exhibit C

Captured by FireShot Pro [09-05-2023, 14:20:22]
URL: https://www.way.com/parking//40.644002/-73.78167/John-FKennedy-International-Airport/Airport?showAll=true
Title: JFK Parking - Lowest Rates on JFK Long Term Parking Guaranteed



Parking

Insurance

Car Wash


Auto Refinance


Way+


Gas


EV Chargers


Download App








 John FKennedy International Airport






ALL

JFK

EVENT



Sep. 05
02:00 PM

/

Sep. 08
02:15 PM


FILTERS

SHOW MAP

Home

Parking

John FKennedy International Airport



Parking Spots near John FKennedy International Airport




Found 34 Parkings spots near 'John FKennedy International Airport'

Sort by:




Featured

Cheapest




Closest






ARB Parking JFK Airport(CLOSEST TO JFK)
~~\$19.95~~ \$12.45 per day





JFK EconoPark JFK Airport Parking
~~\$12.75~~ \$8.75 per day






PrimePark JFK Airport Parking PREMIUM
~~\$14.99~~ \$9.95 per day







PARK AC JFK Airport Parking
~~\$17.00~~ \$11.95 per day
4.4 ★ • 0.9 mi to JFK airport • Min 1 day






The Parking Point Corp JFK Airport
\$8.99 per day
4.6 ★ • 2.0 mi to JFK airport • Min 1 day
 Free Shuttle
10+ people booked this in last 24 hours







MS PARKING JFK AIRPORT (CLOSEST TO JFK AIRPORT)
\$11.95 per day
4.4 ★ • 1.4 mi to JFK airport • Min 1 day
 Free Shuttle
2+ people booked this in last 24 hours






Jamaica Center JFK INDOOR Airport Parking (NO SHUTTLE)
~~\$14.05~~ \$8.00 per day
4.9 ★ • 1.5 mi to JFK airport
10+ people booked this in last 24 hours





Radisson JFK Airport Parking
\$22.50 per day
4.8 ★ • 1.8 mi to JFK airport • Min 1 day
 Free Shuttle
8+ people booked this in last 24 hours






SP Plus JFK Airport Parking (No Shuttle)
~~\$13.50~~ \$10.00 per day
4.5 ★ • 2.0 mi to JFK airport
12+ people booked this in last 24 hours




Parking 4 JFK Airport
~~\$10.69~~ \$10.95 per day
4.6 ★ • 2.9 mi to JFK airport
24+ people booked this in last 24 hours



Queens Discount Parking JFK Airport Parking
\$7.50 per day
4.7 ★ • 2.0 mi to JFK airport
10+ people booked this in last 24 hours



ALLIANCE JFK PARKING 4 AIRPORT
~~\$10.69~~ \$8.95 per day
4.7 ★ • 1.0 mi to JFK airport
24+ people booked this in last 24 hours




JFK 52 Park and Fly Airport Parking

~~\$10.99~~ \$10.99 per day

4.7 ★ • 1.5 mi to JFK airport • Min 3 d...

Free Shuttle

5+ people booked this in last 24 hours




PARKINGs BEST SECRET (JFK) Airport Parking

~~\$12.00~~ \$9.49 per day

4.6 ★ • 1.5 mi to JFK airport • Min 3 d...

Free Shuttle

2+ people booked this in last 24 hours




JFK Inn - JFK Airport Parking

\$17.49 per day

4.6 ★ • 0.1 mi to JFK airport • Min 3 d...

Free Shuttle

7+ people booked this in last 24 hours




Super E8ight JFK Airport Parking

~~\$13.00~~ \$8.40 per day

4.7 ★ • 1.5 mi to JFK airport • Min 3 d...

Free Shuttle

10+ people booked this in last 24 hours




Jamaica JFK Discount Parking

~~\$14.70~~ \$7.25 per day

4.7 ★ • 2.0 mi to JFK airport • Min 1 day

Free Shuttle

10+ people booked this in last 24 hours




Orom Airport Parking

\$19.99 per day

0.0 ★ • 2.4 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours




In and Out Parking JFK Airport Parking

\$16.00 per day

4.6 ★ • 1.5 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours




150th JFK Airport Parking Lot 1

\$10.99 per day

4.4 ★ • 2.0 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours




150th JFK Airport Parking Lot 2

\$11.99 per day

4.4 ★ • 2.0 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours




150th JFK Airport Parking Lot 3

\$9.60 per day

4.2 ★ • 2.0 mi to JFK airport • Min 1 day

Free Shuttle

3+ people booked this in last 24 hours




The Parking Point JFK Lot 2

\$9.50 per day

0.0 ★ • 3.0 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours




Aardwolf Airport Parking (CLOSEST TO JFK)

~~\$19.00~~ \$9.99 per day

4.9 ★ • 0.8 mi to JFK airport • Min 1 day

Shuttle tracking

2+ people booked this in last 24 hours




Safe Park JFK

~~\$24.00~~ \$18.95 per day

4.7 ★ • 1.0 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours




Fasttrack JFK Airport Parking Exclusive DEAL

~~\$21.00~~ \$10.95 per day

4.9 ★ • 1.5 mi to JFK airport

Shuttle tracking

2+ people booked this in last 24 hours




Fasttrack Express JFK Airport Parking (Closest to JFK Airport)

~~\$14.24~~ \$10.95 per day

4.8 ★ • 1.5 mi to JFK airport

Shuttle tracking

2+ people booked this in last 24 hours




OROM JFK Airport Parking

\$16.99 per day

4.9 ★ • 0.9 mi to JFK airport • Min 3 d...

2+ people booked this in last 24 hours




LAZ Parking JFK Airport Parking

\$11.00 per day

4.7 ★ • 1.5 mi to JFK airport • Min 3 d...

2+ people booked this in last 24 hours




JFK Discount Parking JFK Airport Parking

~~\$10.95~~ \$14.95 per day

4.6 ★ • 1.8 mi to JFK airport

Free Shuttle

2+ people booked this in last 24 hours




Park N Go Systems JFK Airport Parking (No Shuttle)

~~\$14.70~~ \$10.95 per day

4.7 ★ • 6.1 mi to JFK airport • Min 1 day

2+ people booked this in last 24 hours




Archer Ave Parking Inc JFK Airport

\$9.95 per day

0.0 ★ • 3.0 mi to JFK airport • Min 1 day

2+ people booked this in last 24 hours




Quality Inn JFK Airport Parking

\$10.00 per day

4.7 ★ • 1.5 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours



JFK Airport Parking

\$10.00 per day

4.7 ★ • 1.5 mi to JFK airport • Min 1 day

Free Shuttle

2+ people booked this in last 24 hours



2+ people booked this in last 24 hours



2+ people booked this in last 24 hours

120 Events 14 Parking Spot

143 Events 1 Parking spot

70 Events 2 Parking Spot

102 Events 4 Parking Spot


2 Events 5 Parking Spot

9 Events 2 Parking Spot



[SEE ALL \(20\) >](#)

URL: <https://www.way.com/parking/?40.644002/-73.78167/John-FKennedy-International-Airport/Airport?showAll=true>
Title: JFK Parking - Lowest Rates on JFK Long Term Parking Guaranteed

Exhibit D



ParkingInsuranceCar WashAuto RefinanceWay+GasEV Chargers

Download App


AirportHourlyMonthly

Reserve your parking spot

Today 03:15 PMMay 14 12:30 PM

Over 42+ results

John F. Kennedy International Airport JFKSort byRecommendedFilters



Offer

ARB Parking JFK Airport(CLOSEST TO JFK)

0.8 mi to JFK Airport

Free Roundtrip Airport Shuttle

Outdoor Valet


4.6 (598 ratings)

More Details

\$12.95

\$12.45/day

Reserve Now



Offer

JFK EconoPark Airport Parking

1.4 mi to JFK Airport

Free Roundtrip Airport Shuttle

Outdoor Valet


4.8 (677 ratings)

More Details

\$12.75

\$11.06/day

Reserve Now



Offer

PrimePark JFK Airport Parking PREMIUM

1.4 mi to JFK Airport

Free Roundtrip Airport Shuttle

Outdoor Valet


4.4 (591 ratings)

More Details

\$14.99

\$12.18/day

Reserve Now



Offer

PARK AC JFK Airport Parking

0.9 mi to JFK Airport

Free Roundtrip Airport Shuttle

Outdoor Valet


4.6 (484 ratings)

More Details

\$15.00

\$9.91/day

Reserve Now



The Parking Point Corp JFK Airport

2.0 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Valet

4.2 (344 ratings)

More Details

\$8.56/day

Reserve Now



MS PARKING JFK AIRPORT

1.4 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Valet

4.3 (648 ratings)

More Details

\$10.45/day

Reserve Now



Offer

Jamaica Center JFK INDOOR Airport Parking (NO SHUTTLE)

3.5 mi to JFK Airport

No Shuttle

Covered Self Park


4.5 (212 ratings)

More Details

\$14.85

\$10.78/day

Reserve Now



Radisson JFK Airport Parking

1.8 mi to JFK Airport

Free Roundtrip Airport Shuttle

Outdoor Valet

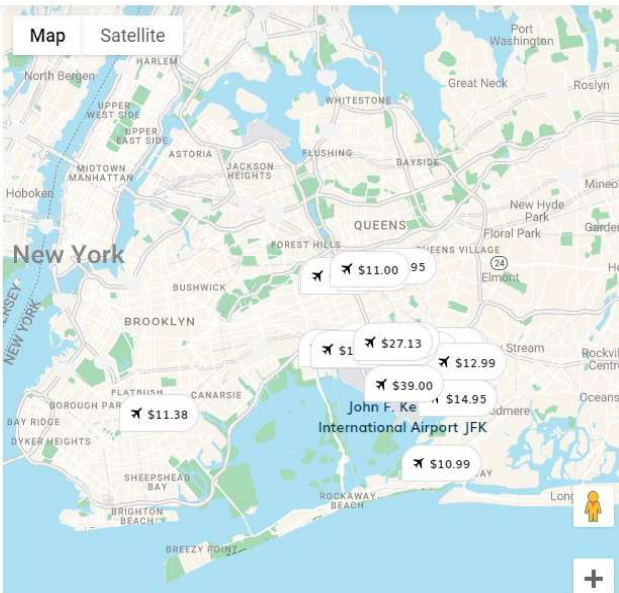
4.3 (378 ratings)

More Details


\$26.99/day

Reserve Now


MapSatellite




This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of filing, was not reviewed by the County Clerk. Because court rules (22 NYCRR §202.5-b(d)(3)(i)) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.




SP Plus JFK Airport Parking (No Shuttle)
2.5 mi to JFK Airport
No Shuttle
Outdoor Self Park
4.2 (437 ratings)
More Details
~~\$13.50~~
\$10.00/day
Reserve Now




Parking 4 JFK Airport
2.9 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
4.7 (3237 ratings)
More Details
~~\$18.69~~
\$13.51/day
Reserve Now




Aardwolf Airport Parking (CLOSEST TO JFK)
0.8 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Self Park
4.5 (407 ratings)
More Details
~~\$19.00~~
\$15.95/day
Reserve Now



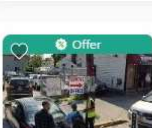
Queens Discount Parking JFK Airport Parking
1.5 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
4.4 (541 ratings)
More Details
\$9.79/day
Reserve Now




ALLIANCE JFK PARKING 4 AIRPORT
2.9 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
4.6 (640 ratings)
More Details
~~\$18.69~~
\$12.19/day
Reserve Now




JFK 52 Park and Fly Airport Parking
1.5 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
4.6 (587 ratings)
More Details
~~\$18.69~~
\$9.79/day
Reserve Now




PARKINGs BEST SECRET (JFK) Airport Parking
1.5 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Self Park
4.8 (773 ratings)
More Details
~~\$12.02~~
\$9.79/day
Reserve Now




JFK Inn - JFK Airport Parking
0.1 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
4.6 (1067 ratings)
More Details
\$15.20/day
Reserve Now



Jamaica JFK Discount Parking
2.0 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
4.5 (275 ratings)
More Details
~~\$14.70~~
\$12.47/day
Reserve Now



Orom Airport Parking
2.4 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
4.3 (136 ratings)
More Details
\$19.99/day
Reserve Now



In and Out Parking JFK Airport Parking

1.5 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Valet

★ 4.5 (332 ratings)

More Details

Reserve Now

\$10.00/day



150th JFK Airport Parking Lot 1

2.0 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Valet

★ 4.4 (676 ratings)

More Details

Reserve Now

\$9.79/day



150th JFK Airport Parking Lot 2

2.0 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Valet

★ 4.2 (637 ratings)

More Details

Reserve Now

\$9.79/day



150th JFK Airport Parking Lot 3

2.0 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Valet

★ 4.7 (358 ratings)

More Details

Reserve Now

\$9.79/day



The Parking Point JFK Airport Lot 2

2.0 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Self Park

★ 4.5 (250 ratings)

More Details

Reserve Now

\$14.06/day



Power Up JFK Airport Parking

1.7 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Valet

★ 4.4 (205 ratings)

More Details

Reserve Now

\$11.99/day



One Archer JFK Airport Parking

3.9 mi to JFK Airport

No Shuttle


Covered Valet

★ 4.6 (139 ratings)

More Details

Reserve Now

\$9.25/day



Pay Low Parking JFK

3.0 mi to JFK Airport

Free Roundtrip Airport Shuttle


Outdoor Self Park

★ 4.4 (240 ratings)

More Details

Reserve Now

\$8.70/day



Propark Village Ln JFK Airport Parking

6.5 mi to JFK Airport

No Shuttle


Covered Valet

★ 4.5 (316 ratings)

More Details

Reserve Now

\$10.99/day



Safe Park JFK

1.0 mi to JFK Airport

Free Roundtrip Airport Shuttle

Outdoor Valet

★ 4.6 (180 ratings)

More Details


Soldout

~~\$24.00~~
\$18.95/day


NYSCEF DOC. NO. 8

2024-04-30 15:32:55


RECEIVED NYSCEF: 08/19/2024




Fasttrack JFK Airport Parking Exclusive DEAL
1.5 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Self Park
★ 4.7 (267 ratings) More Details **Soldout**
~~\$21.00~~
\$10.95/day




Fasttrack Express JFK Airport Parking (Closest to JFK Airpo...
1.5 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Self Park
★ 4.5 (279 ratings) More Details **Soldout**
~~\$14.24~~
\$10.95/day




OROM JFK Airport Parking
0.9 mi to JFK Airport
No Shuttle
Outdoor Valet
★ 4.7 (285 ratings) More Details **Soldout**
\$16.99/day




Super E8ight JFK Airport Parking
1.5 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
★ 4.6 (326 ratings) More Details **Soldout**
~~\$13.00~~
\$8.88/day




JFK Discount Parking JFK Airport Parking
1.8 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Valet
★ 4.6 (740 ratings) More Details **Soldout**
~~\$18.95~~
\$14.95/day




Park N Go Systems JFK Airport Parking (No Shuttle)
6.1 mi to JFK Airport
No Shuttle
Covered Self Park
★ 4.5 (167 ratings) More Details **Soldout**
~~\$14.78~~
\$11.38/day




Archer Ave Parking Inc JFK Airport
3.0 mi to JFK Airport
No Shuttle
Covered Self Park
★ 4.6 (149 ratings) More Details **Soldout**
\$9.95/day




C&D JFK Long Term Parking
2.0 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Self Park
★ 4.6 (142 ratings) More Details **Soldout**
\$10.00/day



Click Park Fly JFK Airport Parking
3.1 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Self Park
★ 4.3 (285 ratings) More Details **Soldout**
\$12.99/day



Joy 9 JFK Airport Parking
1.3 mi to JFK Airport
Free Roundtrip Airport Shuttle
Outdoor Self Park
★ 4.3 (348 ratings) More Details **Soldout**
\$15.00/day



TWA JFK Airport Parking

0.1 mi to JFK Airport


Free Roundtrip Airport Shuttle

Outdoor Valet

4.4 (161 ratings)

More Details

Soldout



LAZ Parking JFK Airport Parking

1.5 mi to JFK Airport


No Shuttle

Outdoor Self Park

4.5 (483 ratings)

More Details

Soldout



Quality Inn JFK Airport Parking

0.9 mi to JFK Airport


No Shuttle

Outdoor Self Park

4.3 (405 ratings)

More Details

Soldout



Bolt JFK Airport Parking

1.4 mi to JFK Airport

Free Roundtrip Airport Shuttle

Outdoor Self Park

4.9 (85 ratings)

More Details

Soldout

Home » Parking » John F. Kennedy International Airport JFK

Exhibit E

way

Parking

Insurance

Car Wash

Auto Refinance

Way + Gas

EV Chargers

Get Way App

Airport

Hourly/Daily

Monthly

Reserve your Parking Spot

John F.Kennedy International

Today 02:15 PM

Today 05:15 PM

Over 49+ results in John F.Kennedy Inte...

Sort by

Recommended

Filters

ARB Parking JFK Airport(CLOSEST TO JFK)

0.8 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.7(607)

More Details

Reserve Now

JFK EconoPark Airport Parking

1.4 mi to JFK Airport

Free Round Trip Shuttle

Outdoor valet

4.8(693)

More Details

Reserve Now

PrimePark JFK Airport Parking PREMIUM

1.4 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.4(601)

More Details

Reserve Now

PARK AC JFK Airport Parking

0.9 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.6(492)

More Details

Reserve Now

The Parking Point Corp JFK Airport

2.0 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.2(347)

More Details

Reserve Now

MS PARKING JFK AIRPORT

1.4 mi to JFK Airport

Free Round Trip Shuttle

Outdoor valet

4.3(649)

More Details

Reserve Now

Jamaica Center JFK INDOOR Airport Parking (NO S...

3.5 mi to JFK Airport

No Shuttle

Covered Self Park

4.5(213)

More Details

Reserve Now

JFK Jamel Floyd Transportation LLC Airport Parking

3.2 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Self Park

4.4(276)

More Details

Reserve Now

The Malls at Atlas JFK Airport Parking

6.8 mi to JFK Airport

No Shuttle

Covered Self Park

4.5(192)

More Details

Reserve Now

Kings Plaza Mall JFK Airport Parking

11.1 mi to JFK Airport

No Shuttle

Covered Self Park

4.7(371)

More Details

Reserve Now

Radisson JFK Airport Parking

1.8 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.3(379)

More Details

Reserve Now

SP Plus JFK Airport Parking (No Shuttle)

2.5 mi to JFK Airport

No Shuttle

Outdoor Self Park

4.2(437)

More Details

Reserve Now

Parking 4 JFK Airport

2.9 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.7(3237)

More Details

Reserve Now

Aardwolf Airport Parking (CLOSEST TO JFK)

0.8 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.5(408)


More Details

Reserve Now

Map

Satellite

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Queens Discount Parking JFK Airport Parking

1.5 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.4(542)

More Details

Reserve Now

\$12.79/day



Jamaica JFK Discount Parking

2.0 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.5(278)

More Details

Reserve Now

\$14.99/day



In and Out Parking JFK Airport Parking

1.0 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.5(345)

More Details

Reserve Now

\$15.00/day



Orom Airport Parking

3.5 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.3(136)

More Details

Reserve Now

\$19.99/day



150th JFK Airport Parking Lot 1

2.0 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.4(676)

More Details

Reserve Now

\$13.79/day



150th JFK Airport Parking Lot 2

2.0 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.2(638)

More Details

Reserve Now

\$13.79/day



150th JFK Airport Parking Lot 3

2.0 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.7(358)

More Details

Reserve Now

\$13.79/day



The Parking Point JFK Airport Lot 2

2.0 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Self Park

4.5(250)

More Details

Reserve Now

\$29.99/day



Power Up JFK Airport Parking

1.7 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.4(207)

More Details

Reserve Now

\$18.99/day



One Archer JFK Airport Parking

3.9 mi to JFK Airport

No Shuttle


Covered Valet

4.6(140)

More Details

Reserve Now

\$11.25/day



Pay Less Parking JFK

2.1 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.4(241)

More Details

Reserve Now

\$29.99/day



Propark Village Ln JFK Airport Parking

6.5 mi to JFK Airport

No Shuttle


Covered Valet

4.5(316)

More Details

Reserve Now

\$10.99/day



D&D JFK Parking Services

1.5 mi to JFK Airport

Free Round Trip Shuttle

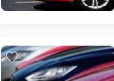
Outdoor Valet

0.0(No ratings)

More Details

Reserve Now

\$12.99/day



VIP Parking Service JFK Airport Parking

1.8 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Valet

4.4(152)

More Details

Reserve Now

\$14.00/day



Bolt JFK Airport Parking

1.4 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Self Park


4.9(85)

More Details

Reserve Now

\$29.99/day

Minimum 8 Days Booking



ALLIANCE JFK PARKING 4 AIRPORT

2.9 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.6(640)

More Details

Reserve Now

WAY PRICE ~~\$18.99~~
\$14.95/day

Minimum 3 Days Booking


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<https://www.way.com/parking/10.6446245/-/13.779/0357John-F-Kennedy-International-Airport-JFK-Airport?showall=true>

2024-08-09 14:37:14

NYSCEF DOC. NO. 9

RECEIVED NYSCEF: 08/19/2024



JFK 52 Park and Fly Airport Parking

1.5 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

Minimum 3 Days Booking


4.6(588)

More Details

WAW PRICE ~~\$18.99~~

\$13.95/day

Reserve Now



PARKINGs BEST SECRET (JFK) Airport Parking

1.5 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Self Park


Minimum 3 Days Booking

4.8(773)

More Details

\$13.79/day

Reserve Now



JFK Inn - JFK Airport Parking

0.1 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet


Minimum 3 Days Booking

4.6(1070)

More Details

\$18.49/day

Reserve Now



Safe Park JFK.

1.0 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet


4.6(180)

More Details

WAW PRICE ~~\$24.00~~

\$18.95/day

Soldout



Fasttrack JFK Airport Parking Exclusive DEAL

1.5 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Self Park


4.7(267)

More Details

WAW PRICE ~~\$21.00~~

\$10.95/day

Soldout



Fasttrack Express JFK Airport Parking (Closest to JFK)

1.5 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Self Park

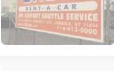
4.5(279)

More Details

WAW PRICE ~~\$14.24~~

\$10.95/day

Soldout



OROM JFK Airport Parking

0.9 mi to JFK Airport

No Shuttle


Outdoor Valet

4.7(285)

More Details

\$16.99/day

Soldout



Super EBlight JFK Airport Parking

1.5 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet


4.6(326)

More Details

WAW PRICE ~~\$13.80~~

\$8.88/day

Soldout



LAZ Parking JFK Airport Parking

1.5 mi to JFK Airport

No Shuttle


Outdoor Self Park

4.5(483)

More Details

\$11.00/day

Soldout



JFK Discount Parking JFK Airport Parking

1.8 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet


4.6(739)

More Details

WAW PRICE ~~\$18.95~~

\$14.95/day

Soldout



Park N Go Systems JFK Airport Parking (No Shuttle)

6.1 mi to JFK Airport

No Shuttle

Covered Self Park


4.5(167)

More Details

WAW PRICE ~~\$14.79~~

\$11.95/day

Soldout



Archer Ave Parking Inc JFK Airport

3.0 mi to JFK Airport

No Shuttle


Covered Self Park

4.6(149)

More Details

\$9.95/day

Soldout



C&D JFK Long Term Parking

2.0 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Self Park

4.6(143)

More Details

\$10.00/day

Soldout



Quality Inn JFK Airport Parking

0.9 mi to JFK Airport

No Shuttle


Outdoor Self Park

4.3(405)

More Details

\$11.99/day

Soldout



Click Park Fly JFK Airport Parking

3.1 mi to JFK Airport

Free Round Trip Shuttle


Outdoor Self Park

4.3(285)

More Details

\$12.99/day

Soldout



Joy 9 JFK Airport Parking

1.3 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Self Park


4.3(348)

More Details

\$15.00/day

Soldout

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TWA JFK Airport Parking

0.1 mi to JFK Airport


Free Round Trip Shuttle

Outdoor Valet

4.4(161)

More Details

Soldout



Exclusive Parking Service JFK Airport Parking

1.9 mi to JFK Airport


Free Round Trip Shuttle

Outdoor Valet

4.7(217)

More Details

Soldout



Park 'N' Fly JFK Airport Parking

2.0 mi to JFK Airport

Free Round Trip Shuttle

Outdoor Valet

4.4(140)

More Details

Soldout

Home > Parking > John F. Kennedy International Airport JFK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

THE CITY OF NEW YORK and VILDA VERA
MAYUGA, as COMMISSIONER OF THE NEW
YORK CITY DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,

Index No. _____

Plaintiffs,

AFFIRMATION

-against-

WAY.COM, INC.,

Defendant.

-----X

DIEGO J. ECHEANDIA, an attorney admitted to practice law in the courts of the State of New York, affirms the following to be true under penalty of perjury, pursuant to CPLR 2106:

1. I am an attorney in the office of the General Counsel of the Department of Consumer and Worker Protection, acting by designation of MURIEL GOODE-TRUFANT, Acting Corporation Counsel of the City of New York, attorney for the Plaintiffs, the City of New York, and Vilda Velda Mayuga, as Commissioner of the Department of Consumer and Worker Protection (“DCWP” or the “Department”). I am familiar with all the facts and circumstances set forth below based upon my role at the Department, and I make this affirmation based upon my review of records maintained by, and information obtained by DCWP, its officers, and agents.

2. I submit this affirmation in support of Plaintiffs’ Motion for a Preliminary and Permanent Injunction pursuant to Section 20-106(d) of the New York City Administrative Code (“NYC Code”) and N.Y. Civil Practice Law and Rules (“CPLR”) Sections 6301 and 6311, which seeks to enjoin Defendant, their agents, employees, and/or representatives from aiding in any way the operation of garages and parking lots throughout New York City that are not licensed by the Department.

Introduction

3. The facts in support of Plaintiffs' application for the relief sought herein are set forth in (1) this Affirmation, with accompanying exhibits; (2) Plaintiffs' Verified Complaint, filed August 19, 2024; and (3) the Affidavit, with accompanying exhibits, of DCWP Investigator Jonathan Ramirez, sworn to on August 15, 2024.

4. This matter arises from Defendant's repeated violations of NYC Code § 20-106(c) by illegally aiding the operation of at least 46 unlicensed garages and parking lots operating throughout New York City, and particularly in the area surrounding John F. Kennedy International Airport (collectively, the "Unlicensed Lots"). Through its online parking reservation platform, Defendant has provided, and continues to provide, the Unlicensed Lots with the resources needed to successfully conduct their illegal businesses. Moreover, Defendant's platform helps unlicensed actors circumvent the Department's enforcement efforts and, in some cases, escape detection altogether. Thus, by its conduct, Defendant undermines DCWP's efforts to enforce the City's laws and rules as they relate to parking lots and garages, threatening the public safety and general welfare of New Yorkers.

5. For over a year, the Department has tried, in vain, to engage with Defendant regarding its illegal conduct: DCWP has sent no fewer than four cease-and-desist letters to Way.com since June 2023. In each of its letters, the Department offered Defendant the opportunity to cure its violations without incurring civil penalties by simply removing the Unlicensed Lots from its platform. Despite this, Defendant has refused to comply at every turn, often suggesting a greater concern for its profits than for its obligations under the law.

Defendant Knowingly Aids Unlicensed Parking Activity Through Its Online Platform

6. Defendant Way.com, Inc. is the owner and operator of Way.com, a self-proclaimed online “Super App” that provides a wide array of car-related services. As one of its functions, Way.com acts as a digital marketplace where consumers can search for, book, and pay for parking spots from garages and parking lots in several major U.S. cities. Way.com especially targets consumers looking for airport parking.

7. Since at least April 3, 2023, Way.com has allowed consumers to book reservations and purchase parking spaces from the Unlicensed Lots. Notably, the Department explicitly informed Defendant about the unlicensed status of the Unlicensed Lots as early as June 16, 2023. More than a year later, most of the Unlicensed Lots remain listed and are currently still available for consumers to book on Way.com.

8. By displaying the Unlicensed Lots on Way.com as available businesses in the parking marketplace, making them accessible for booking by consumers, and facilitating transactions with consumers by processing the payments, Defendant affirmatively provides the Unlicensed Lots with a variety of tools and resources crucial to the operation of their businesses, unambiguously aiding their unlicensed activity.

9. First, Way.com enables and handles the Unlicensed Lots’ monetary transactions with consumers. Specifically, the Way.com app acts as an interface through which consumers can input credit card information and make direct payments to garages and parking lots to purchase parking spot reservations. In this sense, Way.com acts not just as a digital storefront, but also as a digital attendant and cashier, allowing the Unlicensed Lots to conduct most of their business entirely online. Notably, Defendant directly profits from the bookings these businesses receive,

which incentivizes Defendant to accept new garages and lots onto the platform with minimal oversight or due diligence as to their safety, business practices, or adherence to relevant laws.

10. Second, as one of the largest and most well-known parking applications in the country, Way.com provides unlicensed actors with valuable public exposure. Indeed, many of the Unlicensed Lots operate in areas with little public visibility, and thus rely on Way.com to increase their public presence in the marketplace and drive consumers to them. For example, In and Out Parking is situated on a residential street, entirely hidden from the nearest main road. Likewise, Park AC JFK is accessible only by driving through a residential neighborhood, and the lot is concealed behind a thick canopy of overgrown trees on a street that potential customers would be unlikely to come across, unless specifically directed there by Defendant's platform. In the most extreme circumstances, Unlicensed Lots lack traditional "brick and mortar" presences altogether, and would thus be wholly invisible to the public without Defendant's assistance. C&D JFK Long Term Parking, for example, is a small, fenced Unlicensed Lot with no attendants, no offices, no ticket booths, and no signage of any kind. Instead, it operates solely by taking reservations and payment online. Way.com therefore provides critical outreach for unlicensed actors that would otherwise have few ways to reach their clientele.

11. Third, Way.com provides the Unlicensed Lots with the appearance of legitimacy. This image of propriety is indispensable to the Unlicensed Lots' business model. Many of the Unlicensed Lots are rudimentary, ad hoc operations, sometimes consisting of something as basic as a construction trailer "office" and a plot of undeveloped land. Others are even more simplistic, having little more than a temporary "valet" sign on display, and often resorting to parking consumers' cars illegally on public streets. As such, these businesses greatly depend on the reputational boost that comes with the implied validation of a large, national corporation to attract

clients. By promoting the Unlicensed Lots on its platform, Defendant lends them a false air of professionalism, fooling consumers into thinking them to be well-run, reputable operations, only to discover the truth once it is too late for them to cancel their reservations or receive a refund.

12. Finally, Way.com assists the Unlicensed Lots in evading DCWP enforcement by providing an easy and accessible way for these unlicensed actors to conduct adaptable, impromptu, and sometimes undetectable parking operations, often in places far from the commercial corridors traditionally patrolled by DCWP inspectors. The Unlicensed Lots' business practices that keep them "under the radar" include, but are not limited to, operating in residential neighborhoods, utilizing spaces reserved for public parking, or even parking cars on private residential streets themselves. Indeed, because Way.com allows unlicensed actors to conduct their transactions and advertising entirely through an online platform, the Unlicensed Lots can often operate without a traditional "brick and mortar" presence, avoiding the typical appearance of an active business and directly undercutting DCWP's ability to detect said illegal activity in the field.

Defendant's Support of the Unlicensed Lots Results in Harm to NYC Consumers

13. Unlicensed garages and parking lots pose a real threat to New York City consumers and the public at large. These unlicensed businesses are notorious for a slew of harmful business practices, including, but not limited to, maintaining unsafe premises, disturbing residential areas, congesting traffic, damaging vehicles left under their care, inflating the rates they charge consumers, leaving consumers stranded without access to their vehicles, and monopolizing the City's scarce public street parking spaces.

14. These harms are not theoretical. Over the past few years, the Department has received an ever-increasing number of complaints regarding the shoddy and unprofessional conduct of unlicensed garages and parking lots throughout New York City. While most of these complaints come from personally affected consumers, many originate from concerned citizens and

elected officials whose neighborhoods and communities are detrimentally impacted by the presence of these operations.

15. To illustrate, on July 22, 2024, I conducted a search of DCWP's database and found fifty-eight unique consumer complaints filed against the Unlicensed Lots between 2017 and 2024. Of these complaints, twenty-five described damage to the complainant's personal property; twenty-three described harms inflicted upon the surrounding communities, including congested traffic, double parking, damage to cars on the street, and the overall endangerment of pedestrians and schoolchildren; four described the Unlicensed Lots charging hidden fees not previously advertised; three described consumers left stranded without access to their vehicles; and two described theft of personal property. Examples of each of these types of complaints are attached hereto as **Exhibits F through J**.

16. By providing critical assistance to the Unlicensed Lots, Defendant directly contributes to the harm these businesses inflict upon consumers and local communities. Indeed, as shown in the previous sections, Defendant's support is not just important to the Unlicensed Lots, it is existential, providing the foundational resources that allow these illegal operations to persist, to the detriment of New York City residents.

The Department Cannot Reliably Enforce Against the Unlicensed Lots Without First Addressing Defendant's Conduct

17. DCWP has repeatedly attempted to use its administrative enforcement to curb the individual Unlicensed Lots' illegal operations. Specifically, over the past year, the Department has dispatched several DCWP inspectors to many of the Unlicensed Lots with the aim of issuing summonses for unlicensed activity. However, because the physical presence of these kinds of parking lots can often be difficult to detect, much less access, many of these enforcement efforts have been stymied at the outset. For example, C&D JFK Long Term Parking Inc, 150th JFK

Airport Parking Lot 1, 150th JFK Airport Parking Lot 2, 150th JFK Airport Parking Lot 3, JFK Inn, and Power Up Parking are some examples of Unlicensed Lots which continue to offer booking on Way.com, but against whom the Department cannot effectively enforce because they do not have any clear access points or traditional premises for DCWP to inspect.

18. Moreover, even when a physical inspection of the business is possible and summonses are issued, their effectiveness is undermined by how easy it is for the Unlicensed Lots to circumvent accountability by using Defendant's platform to simply rebrand their parking business under a different name. To illustrate, Jamaica JFK Discount Parking, and Parkings [sic] Best Secret, are two Unlicensed Lots who have previously flouted enforcement efforts by ignoring the summonses they were issued, failing to appear at the respective administrative hearings, and instead continuing operations under alternate names by creating additional accounts on Way.com. In fact, the latter of the two boasts an impressive *six* alternative business names on Way.com and has flouted the Department's enforcement efforts multiple times over the years.¹

19. Lastly, the Department's ability to use administrative enforcement against unlicensed garages and parking lots is hindered by the threat of physical harm that these operations pose to DCWP inspectors. Indeed, on April 24, 2024, during an inspection of one of the Unlicensed Lots, one of the employees of the lot threatened the life of the inspector on duty, forcing the Department to cease all inspections at that location.

20. Unsurprisingly, this has all combined to make the process of traditionally enforcing against each individual Unlicensed Lot an extremely resource-intensive and inefficient endeavor, often requiring time-consuming special investigations that take inspectors away from their other responsibilities, and ultimately yield ever-diminishing returns. By providing the Unlicensed Lots

¹ This includes several issued summonses, an attempt to contact the property owners, and a padlocking attempt in 2019.

with the ability to easily set up new digital storefronts to continue to reach consumers and conduct their businesses, Defendant has forced the Department into a perpetual game of whack-a-mole where a “new” garage can pop up whenever the Department attempts to penalize an illegal actor. Thus, unless Defendant’s illegal conduct is first addressed, the Department is largely left with few administrative recourses to properly address the underlying unlicensed activity harming NYC consumers.

Defendant Flouts the Department’s Enforcement Attempts

21. In early 2023, after noticing an increase in the number of consumer complaints regarding the illegal and harmful practices by unlicensed parking lots and garages in New York City, the Department undertook an investigation to more closely understand how these illegal operations managed to conduct such prevalent and seemingly lucrative businesses despite their seemingly invisible physical presence, scarce resources, and limited marketability. As noted above, the Department’s investigation revealed that most of the Unlicensed Lots appear to depend heavily on Way.com’s services to enable their operations.

22. Upon realizing that Defendant was aiding and facilitating this unlicensed parking activity, the Department immediately notified Defendant of its liability for this conduct, and instructed Defendant to cease and desist its assistance of the Unlicensed Lots. For more than a year now, the Department has attempted to engage with Defendant to obtain its compliance with the law, to no avail.

23. On June 16, 2023, the Department sent a cease-and-desist letter to Defendant, informing it that it was in violation of NYC Code § 20-106(c) for aiding unlicensed activity, and demanding that it immediately cease and desist from offering and selling parking at unlicensed New York City garages and parking lots on Way.com. Along with its letter, the Department

proactively provided a list to Defendant of those entities which Way.com was offering to consumers for booking that the Department suspected were operating without a license (i.e., the Unlicensed Lots).

24. On July 7, 2023, Defendant responded with a letter advising the Department that it refused to cease its illegal activity, and disclaiming the Department's jurisdiction over its business.²

25. On October 10, 2023, after confirming that Way.com continued to aid the Unlicensed Lots in attracting, securing, and transacting with consumers, the Department sent a second cease-and-desist letter.

26. On November 3, 2023, Defendant responded with a letter in which Defendant stated that it intended to cooperate with the Department's demands to come into compliance with the law.

27. And yet, even after stating it would, Defendant did not comply. After reviewing Way.com and confirming that Unlicensed Lots were still engaging in business on the platform, on November 29, 2023, the Department once again demanded that Defendant stop the illegal aiding of unlicensed activity.

28. On January 16, 2024, Defendant sent a reply to the Department's November letter in which it provided a general assurance that it had adopted new policies it represented would prevent unlicensed actors from being added to the Way.com platform, but doubled down in its refusal to remove the current Unlicensed Lots from its platform.

29. On April 9, 2024, the Department sent yet another letter to Defendant, cautioning that Defendant's new policies as explained in its January correspondence were far too passive to ensure compliance with the law.

² In its response, Defendant asserted that its compliance with the federal INFORM Consumers Act, 15 U.S.C. § 45f, covered the extent of Defendant's responsibilities regarding the sellers on its site, and thus it claimed that DCWP had no ability to enforce the laws and rules of the City of New York against it.

30. The Department concluded its April 9, 2024 letter by once again providing Defendant with an updated list of the Unlicensed Lots on its platform, and warning Defendant that, absent compliance by April 24, 2024, the Department would pursue penalties through litigation. Defendant did not respond to that letter.

31. Despite the Department's multiple attempts to bring Defendant into compliance over the past year—and despite the multiple opportunities the Department has given Defendant to cure its violations and avoid litigation—Defendant continues to aid the unlicensed activity of the Unlicensed Lots with little regard for the laws and people of New York City.

Plaintiffs' Motion for a Preliminary Injunction

32. Based on the foregoing facts, and those set forth in the Verified Complaint and in Plaintiffs' Memorandum of Law in Support of Plaintiffs' Motion for a Preliminary Injunction, Plaintiffs respectfully request that the Court grant the instant motion in all respects, and issue and enter an Order enjoining Defendant Way.com, Inc., its agents, employees, and/or representatives from aiding the operation of unlicensed garages and parking lots within New York City in any way, including, but not limited to, providing the technology and web-based platform for the entities to advertise and offer booking of parking in unlicensed garages and parking lots.

33. Plaintiffs respectfully request that this motion be heard expeditiously since Defendant daily continues to flout the law unabated.

34. Pursuant to CPLR 2512, the City is not required to provide an undertaking.

35. No prior application for the relief requested herein has been made to this or any other court or judge.

36. Plaintiffs have not sought nor secured any other provisional remedy in this action against the Defendant herein.

37. Pursuant to 22 NYCRR 130-1.1a, to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, (1) the presentation of the paper or the contentions therein are not frivolous as defined in section 130-1.

38. I affirm this 19th day of August, 2024, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

WHEREFORE, for the reasons set forth herein, Plaintiffs respectfully request that the Court grant the relief requested above, and together with such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 19, 2024

Muriel Goode-Trufant
ACTING CORPORATION COUNSEL
OF THE CITY OF NEW YORK
Michelle Goldberg-Cahn,
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Diego J. Echeandia, Staff Counsel
NEW YORK CITY DEPARTMENT
OF CONSUMER AND WORKER
PROTECTION
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New York, NY 10004
(212) 436-0147
Decheandia@dcwp.nyc.gov
Attorney for Plaintiffs

Exhibit F

NYSCEF DOC. NO. 11

RECEIVED NYSCEF: 08/19/2024



NYC Department of Consumer
and Worker Protection
42 Broadway, 9th floor
New York, NY 10004
Call 311 (212-NEW-YORK)
nyc.gov/dcw

File Your Complaint

Thank you for contacting the New York City Department of Consumer and Worker Protection (DCWP). Please complete this form. Clearly print or type your answers to each question. If a question does not apply to you, please mark N/A or Not Applicable. You must provide information marked with a star (*).

You can **submit this form** in one of the following ways:

- Email: Consumers@dcwp.nyc.gov
- Fax: 212-487-4482 / 646-500-5914
- Mail it to the address above.

Important: Please **submit copies of any documents** (web printouts, contracts, warranties, bills, statements, cancelled checks, correspondence including email, etc.) related to your complaint along with this form.

Complaint Number: **040554-2024-CMPL**

About You	
I am submitting this complaint for myself	
Name (First and Last): Michele Melton	
Home Address (include Apartment Number):	
City, State, ZIP Code:	Country:
Contact Number :	Email Address: mimelt1@aol.com
Preferred method of communication: (Select one.) <input type="checkbox"/> Email <input type="checkbox"/> Phone	
Has anyone in your household ever served, or are they currently serving, in the U.S Armed Forces, National Guard, or Reserves? (Select all that apply.)	
<input type="checkbox"/> Self <input type="checkbox"/> Spouse/Partner <input type="checkbox"/> Child	<input type="checkbox"/> U.S. Armed Services <input type="checkbox"/> National Guard
<input type="checkbox"/> Other (explain):	<input type="checkbox"/> Reserves

If you are submitting this complaint form for someone else, you must provide information about the complainant. If you do not provide complainant information, you cannot receive a response from the business.

Name (First and Last):	
Home Address (include Apartment Number):	
City, State, ZIP Code:	Country:
Contact Number:	Email Address:

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

NYSCEF DOC. NO. 11

RECEIVED NYSCEF: 08/19/2024

About the Business

Name of Business: The Parking Point JFK

Type of Business: Garage & Parking Lot

License Number:

Address: 15057 183RD ST

City, State, ZIP Code: SPRINGFIELD GARDENS NY
11413Phone Number: (347) 960-
7065

Email Address: parkingpointjfk@gmail.com

Website: jfk.airportparkingpoint.com

Have you been in contact with the business about the complaint? Yes

Name and Contact Information of Employee Chima, 347-960-7065 or 347-960-7095

What happened? Parking lot had key to car and caused \$1,631.34 damage to driver side wheel well and mirror. Manager has not returned call or followed up as promised. Reported incident to police but they did not come to lot.

What was the outcome? Parking lot has not followed up as promised.

About the Complaint**General Questions**

1. Is your complaint about any of the following subjects?

- ☐ Prices not posted/inaccurate ☐ Overcharge ☐ Defective good or service ☐ Advertising is false or misleading
☐ Refused refund/return/exchange ☐ Refusal to accept cash payment ☒ Other

2. Please explain

damage to car

3. Did you purchase a good or service from the business? *

- ☐ Yes ☒ No ☐ (No value)

4. Date of Transaction

5. Description of Product(s) or Service(s)

6. Cost of Product(s) or Service(s)

7. How did you pay?

8. Was this an internet purchase?

- ☐ Yes ☐ No ☐ (No value)

RECEIVED NYSCEF: 08/19/2024

NYSCEF DOC. NO. 11

RECEIVED NYSCEF: 08/19/2024

ACKNOWLEDGMENT

I certify that I am the individual who submitted this complaint, and I authorize the business and/or its agents to discuss my complaint with DCWP. I have read the information in this form and it is true to the best of my knowledge.

Signature

Print Name

Date

Exhibit G

NYSCEF DOC. NO. 12



NYC Department of Consumer
and Worker Protection
42 Broadway, 9th floor
New York, NY 10004
Call 311 (212-NEW-YORK)
nyc.gov/dcwp

RECEIVED NYSCEF: 08/19/2024

File Your Complaint

Thank you for contacting the New York City Department of Consumer and Worker Protection (DCWP). Please complete this form. Clearly print or type your answers to each question. If a question does not apply to you, please mark N/A or Not Applicable. You must provide information marked with a star (*).

You can submit this form in one of the following ways:

- Email: Consumers@dcwp.nyc.gov
- Fax: 212-487-4482 / 646-500-5914
- Mail it to the address above.

Important: Please submit copies of any documents (web printouts, contracts, warranties, bills, statements, cancelled checks, correspondence including email, etc.) related to your complaint along with this form.

Complaint Number: 779-2020-CMPL

About You	
Name (First and Last):	
Home Address (include Apartment Number):	
City, State, ZIP Code:	Country:
Contact Number :	Email Address:
Preferred method of communication: (Select one.) <input type="checkbox"/> Email <input type="checkbox"/> Phone	
Has anyone in your household ever served, or are they currently serving, in the U.S Armed Forces, National Guard, or Reserves? (Select all that apply.)	
<input type="checkbox"/> Self <input type="checkbox"/> Spouse/Partner <input type="checkbox"/> Child <input type="checkbox"/> Other (explain):	<input type="checkbox"/> U.S. Armed Services <input type="checkbox"/> National Guard <input type="checkbox"/> Reserves

If you are submitting this complaint form for someone else, you must provide information about the complainant. If you do not provide complainant information, you cannot receive a response from the business.

Name (First and Last):	
Home Address (include Apartment Number):	
City, State, ZIP Code:	Country:
Contact Number:	Email Address:

About the Business		
Name of Business: QUEENS FOOD COURT		
Type of Business: Garage	License Number:	
Address: 14747 GUY R BREWER BLVD	City, State, ZIP Code: JAMAICA NY 11434	
Phone Number:	Email Address:	Website:
Have you been in contact with the business about the complaint? No		
Name and Contact Information of Employee		
What happened?		

What was the outcome?
This is the copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

Are there account numbers or other information the business needs to find you in their system?

- ☐ Yes
- Account Numbers:
- ☐ No

Have you filed a case in court related to your complaint? ☐ Yes ☐ No

Case Number	
Court	
If case is completed, what was the outcome?	

Briefly describe your complaint and the outcome you would like to see. Use additional pages as needed

ILLEGAL PARKING LOT FOR JFK NEXT TO A SCHOOL. CARS ARE DOUBLE PARKED AND THE BUSES COME UP IN THE MORNING AND THERE IS A TRAFFIC ISSUE AND THE CARS ARE BACKED INTO THE SIDEWALK AND HAMPERS THE CHILDREN GOING AND COMING TO SCHOOL IN THE MORNING.

ACKNOWLEDGMENT

I certify that I am the individual who submitted this complaint, and I authorize the business and/or its agents to discuss my complaint with DCWP. I have read the information in this form and it is true to the best of my knowledge.

Signature

Print Name

Date

Exhibit H

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printing from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been entered for filing or may have additional fees because we needed to catch a fight.

NYSCEF DOC. NO. 13

RECEIVED NYSCEF: 08/19/2024

About the Complaint

General Questions

1. Is your complaint about any of the following subjects?

- ☒ Prices not posted/inaccurate ☒ Overcharge ☐ Defective good or service ☐ Advertising is false or misleading
☐ Refused refund/return/exchange ☐ Refusal to accept cash payment ☐ Other

2. Please explain

3. Did you purchase a good or service from the business? *

- ☒ Yes ☐ No ☐ (No value)

4. Date of Transaction

2/23/2024

5. Description of Product(s) or Service(s)

Parking

6. Cost of Product(s) or Service(s)

\$57.00

7. How did you pay?

Internet: \$32, cash at drop-off: \$25

8. Was this an internet purchase?

- ☒ Yes ☐ No ☐ (No value)

9. Did you sign a contract?

- ☐ Yes ☐ No ☒ Don't recall

10. How were you informed of the business's policy of refusing to accept payment by cash? (select all that apply) *

- ☐ I was unable to make a purchase with cash ☐ I was told by an employee of the business's policy
☐ I saw the business's policy in writing ☐ Other

11. What did the employee say?

12. What was the name of the employee?

13. Where was the business's policy displayed?

14. Please specify *

15. Was there any method of converting cash into a card or other form of electronic payment? *

- ☐ Yes ☐ No ☐ Don't recall

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

Are there account numbers or other information the business needs to find you in their system?

- ☐ Yes
- Account Numbers:
- ☐ No

Have you filed a case in court related to your complaint? ☐ Yes ☐ No

Case Number	
Court	
If case is completed, what was the outcome?	

Briefly describe your complaint and the outcome you would like to see. Use additional pages as needed

We pre-paid for parking at this location through an online portal. The employee told us that because we had a hatchback car, we needed to pay an extra \$5/day at the time of car drop-off. This fee was NOT posted anywhere on their website or on their signage. Their own website also makes no distinction between different kinds of cars; the pricing is the same regardless of what car type you choose.

ACKNOWLEDGMENT

I certify that I am the individual who submitted this complaint, and I authorize the business and/or its agents to discuss my complaint with DCWP. I have read the information in this form and it is true to the best of my knowledge.

Signature

Print Name

Date

Exhibit I

**Consumer and
Worker Protection**

December 22, 2021

42 Broadway
New York, NY 10004Dial 311
(212-NEW-YORK)

nyc.gov/dcwp

Steven Cohen
451 ARDSLEY RD
SCARSDALE, NY 10583-1913

Re: Case Number 22596-2021-CMPL

**WE NEED MORE INFORMATION TO HELP YOU WITH YOUR
COMPLAINT****Respond by January 05, 2022**

Thank you for contacting the NYC Department of Consumer and Worker Protection.
Please follow the steps below so that we may help you with your complaint:

- Send one copy of each document checked below.
Keep the originals for your own files.**

- ☒ Receipts/Bill of Sale
- ☐ Contract (both sides)
- ☐ Warranty (both sides)
- ☒ Cancelled Checks (both sides) / Credit Card Receipt
- ☐ Judgment
- ☐ Letters to the Business (if any)
- ☐ Letter from Debt Collection Agency
- ☐ Diagnostic Report Showing Vehicle Defects
- ☐ Estimate for Repair
- ☒ Completed Complaint Form (enclosed)
- ☐ Other

If you don't have these documents, please explain why.

- Mail or Fax the complaint and the documents we requested to:**
 - Mail: DCWP Consumer Services, 42 Broadway, 9th Floor, New York, NY 10004
 - Fax: +1 212 487 4482/646-500-5914
 - Email to consumers@dca.nyc.gov
- Call us with any questions. We're available Monday–Friday, 9:00am – 5:00pm, at +1 212 487-4110.**



**Consumer and
Worker Protection**

FILE YOUR COMPLAINT

Thank you for contacting the New York City Department of Consumer and Worker Protection (DCWP). Please complete this form. Clearly print or type your answers to each question. If a question does not apply to you, please mark N/A or Not Applicable. You must provide information marked with a star (*).

Mail one copy of this completed form and related documents (e.g., store receipts, warranties, contracts, etc.) to DCWP. Do not send originals.

NYC Department of Consumer and Worker Protection
Consumer Services Division
42 Broadway, 9th Floor
New York, NY 10004

Did You Contact the Business?

DCWP advises you to contact the business directly in an initial attempt to resolve your complaint. When contacting the business, please keep a log of all telephone calls and copies of letters that you send. If your attempts to resolve the issue yourself are unsuccessful, then we advise you to file your complaint with DCWP.

Did you attempt to resolve your complaint with the business?

☐ Yes ☐ No

If No, please explain why not.

What Do You Want DCWP to Do?

Check ONE box only.

☐ I want help with my complaint. See back for requested action.

If you request help, we will contact you. DCWP receives a very high volume of complaints, so please be patient.

If you have not heard from us after 45 days, please call 311 and ask to be transferred to DCWP to check the status of your complaint. Have your case number handy. See the enclosed "What happens to your complaint?" sheet for more information.

☐ I do *not* want help with my complaint. However, I want this business investigated for unfair business practices.

If you do not request help, we will not contact you, but will use the information you provide to investigate the reported business' practices.

Is Your Complaint against a Home Improvement Contractor?

If your complaint is against a home improvement contractor, please answer the questions below. To file a complaint with DCWP, the home must be located in New York City. We cannot help with complaints about new home construction.

1. Was work done on a:

- ☐ Single or two-family house
☐ Residential building owned by you as an individual having four units or less
☐ Co-op or condo owned by you

2. Is the contractor presently working in your home?

☐ Yes ☐ No

3. Have you had to move out of your home due to the work done by the contractor?

☐ Yes ☐ No

4. Did the contractor offer you a loan or arrange a loan for you?

☐ Yes ☐ No

5. Does the contractor have a lien against your home?

☐ Yes ☐ No

6. Do you have a written contract?

☐ Yes ☐ No

7. Is the job location different than your home address?

☐ Yes ☐ No

8. Did the contractor provide a written warranty to you?

☐ Yes ☐ No

NYSCEF DOC. NO. 14

RECEIVED NYSCEF: 08/19/2024

Reason for your complaint Misrepresentation - M01

*Product/Service involved _____ *Date of transaction _____

Was this an Internet order or purchase? ☐ Yes ☐ No*Do you have a written contract? ☐ Yes ☐ No *Cost of product/service _____ *Amount paid to date _____How did you pay? ☐ Cash ☐ Check ☐ Credit CardIf you paid by credit card, have you contacted your credit card company? ☐ Yes ☐ No*Is this matter pending in court? ☐ Yes ☐ NoWhat action are you seeking from DCWP to resolve this complaint? **Check ONE box only.**☐ Repair of product/service ☐ Exchange ☐ Completion of contract terms ☐ Refund ☐ Cancellation of contract**Note:** If you checked one of the boxes above, you must check the box "I want help with my complaint" on front.**Briefly describe your complaint. Use additional pages as needed.**

I believe that the JFK Inn has been operating an unlicensed airport parking lot. I discovered this after finding them online and using them to park my car for a fee for about a week and a half while on a vacation. After coming back around 1am, I discovered my car that I left with them had no gas. They refused to take any responsibility or take me to a gas station. I was left stranded late at night with my wife. They then called the police on me and my wife. The police came, said they did not have a license and should not be parking cars in the first place, it should be their responsibility for my car having no gas left, and then the police were kind enough to drive me to a gas station to pick up some gas so we would no longer be stranded in the middle of the night with a car with no gas. They are not responsible enough to be parking cars, and it appears they are cheating the city of New York by operating illegally without a license. Please find attached a screenshot of my parking confirmation.

Provide Your Information*Name
(First and Last) Steven Cohen*Home Address
(Include Apartment #) 451 ARDSLEY RD*City, State, ZIP SCARSDALE, NY 10583-1913 *Country US*Contact number 9144196058Are you currently serving on active duty in the U.S. Armed Forces? ☐ Yes ☐ NoAre you a veteran of the U.S. Armed Forces? ☐ Yes ☐ NoWould you like to receive electronic communications from DCWP? ☐ Yes ☐ NoIf Yes, provide E-mail scohen@stevencohenlaw.com

*Print Name _____ *Signature _____ *Date _____

Provide Information about the Business*Business Name JFK Inn*Address 154-10 SOUTH CONDUIT AVENUE *Daytime Phone _____*City, State, ZIP JAMAICA, NY 11434 *BusinessFax _____*Type of Business Garage - 049 (For home improvement contractor complaints, answer the questions on front.)

*E-mail _____ *License # _____

What Happens to Your Complaint?

1. You file a complaint (online, in person, by mail) and want help from DCWP. You include all documents about your complaint (store receipts, bill of sale, warranties, contracts, cancelled checks, letters to the business, judgments, etc.). **DCWP cannot process your complaint without these documents.**

2. DCWP receives and reviews your complaint and supporting documents. If DCWP is not the correct agency to assist you, DCWP returns your complaint materials and, in most cases, includes contact information for the agency that can help you.

3. If DCA is the correct agency to assist you, DCWP docket your complaint and begins mediation. DCWP gives you the docket number which you should reference during any follow-up.

During the mediation process, DCWP sends a copy of your complaint to the business for written response. Then, mostly over the phone, a DCWP mediator speaks with both you and the business to reach an agreement and settle the matter.

If you have not heard from DCWP after 45 days, please dial 311 to check the status of your complaint. Have your docket number handy.

4. Complaint closed. In some cases, if the matter cannot be settled, an Office of Administrative Trials and Hearings (OATH) Hearing Officer will hear the complaint or DCWP may inform you of the option to go to court.

Note: DCWP cannot serve as your attorney or give you legal advice. Please be aware that copies of all of your correspondence will be forwarded to the business that is the subject of your complaint, and may be provided to other governmental agencies. It is DCWP's policy to remove your personal identifying information when releasing records pursuant to public records requests.

Please keep this information sheet for your records.

Industries Licensed by DCWP

Amusement Arcade
Amusement Device (Permanent/Portable/Temporary)
Auctioneer
Auction House (Premises)
Bingo Game Operator
Booting Company
Car Wash
Commercial Lessor (Bingo/Games of Chance)
Dealer in Products for the Disabled
Debt Collection Agency
Electronic & Home Appliance Service Dealer
Electronic Cigarette Retail Dealer
Electronics Store
Employment Agency
Games of Chance
Gaming Café
Garage and Parking Lot
General Vendor
General Vendor Distributor
Home Improvement Contractor
Home Improvement Salesperson
Horse Drawn Cab Owner & Horse Drawn Cab Driver
Industrial Laundry
Industrial Laundry Delivery
Locksmith & Locksmith Apprentice
Newsstand
Pawnbroker
Pedicab Business & Pedicab Driver
Pool or Billiard Room
Process Serving Agency & Process Server (Individual)
Retail Laundry
Scale Dealer/Repairer
Scrap Metal Processor
Secondhand Dealer Auto
Secondhand Dealer General
Sidewalk Café
Sightseeing Bus & Sightseeing Guide
Special Sale (Going Out of Business, Liquidation, etc.)
Stoop Line Stand
Storage Warehouse
Temporary Street Fair Vendor
Ticket Seller Business
Ticket Seller Individual
Tobacco Retail Dealer
Tow Truck Driver & Tow Truck Company
Tow Truck Exemption



Exhibit J

NYSCEF DOC. NO. 15

RECEIVED NYSCEF: 08/19/2024

About the Complaint

Are there account numbers or other information the business needs to find you in their system?

☐ Yes

Account Numbers:

☐ NoHave you filed a case in court related to your complaint? ☐ Yes ☐ No

Case Number

Court

If case is completed, what was the outcome?

Briefly describe your complaint and the outcome you would like to see. Use additional pages as needed

Theft of item in car. I self-parked my 2014 Nissan Versa at JFK Inn located at 154-10 S Conduit Ave, Jamaica, NY 11434 as instructed by the attendant on site. I was informed to park my vehicle anywhere on the lot. The dates of parking were from May 29 6:30 AM - June 2, 2022 9:30PM. After parking my vehicle I removed my Gucci eyewear prescription glasses and placed the on the dashboard as this is my customary practice. The glasses are for distance driving only. I then secured my vehicle and checked all doors to include the trunk. Upon departing from the lot on May 29 I was instructed by the attendant, my vehicle keys must be handed over to them and must remain on premises. After questioning the attendant telling me this is their policy I apprehensively handed him over the keys and received a claim check. At no time was I informed my vehicle would be relocated. Returning to JFK Inn on June 2 I observed my car was not in the same location originally parked. When I asked the attendant he told me to try the lot behind the building. Upon locating my car and entering it I immediately noticed my glasses were not on the dashboard. Because I was extremely ill just having caught Covid, the gated location of their facility was extremely dark, and guest arguing on the premises I did not feel safe rummaging through my vehicle. On Saturday morning I went into my vehicle and carefully looked through my entire vehicle and no glasses were located. My vehicle was locked when I picked it up and no other items but the visible glasses were missing. I immediately contacted JFK Inn and was informed they cannot take a complaint because I did not book my self parking with them directly, but with Way.com. JFK Inn is a bailment parking garage as they chose to take on the responsibility of unlocking my vehicle and relocating it. They have not offered me any info on their insurance carrier. I have not yet filed a police report as I am under quarantine until June 7, 2022.

ACKNOWLEDGMENT

I certify that I am the individual who submitted this complaint, and I authorize the business and/or its agents to discuss my complaint with DCWP. I have read the information in this form and it is true to the best of my knowledge.

Signature_____
Print Name_____
Date

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

THE CITY OF NEW YORK and VILDA VERA
MAYUGA, as COMMISSIONER OF THE NEW
YORK CITY DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,

Index No. _____

Plaintiffs,

-against-

WAY.COM, INC.,

Defendant.

-----X

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS'
MOTION FOR A PRELIMINARY INJUNCTION

MURIEL GOODE-TRUFANT
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of the City of New York

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS’
MOTION FOR A PRELIMINARY INJUNCTION

Plaintiffs, the City of New York (the “City” or “NYC”) and Vilda Vera Mayuga as Commissioner of the New York City Department of Consumer and Worker Protection (“DCWP” or the “Department”, and together with the City, “Plaintiffs”) submit this Memorandum of Law in support of Plaintiffs’ Motion for a Preliminary Injunction, pursuant to § 20-106(d) of the New York City Administrative Code (“NYC Code”) and §§ 6301 and 6311 of the New York Civil Practice Law and Rules (“CPLR”), seeking to enjoin Defendant Way.com, Inc. (“Defendant”), its agents, employees, and/or representatives from aiding in any way the operation of unlicensed garages and parking lots throughout New York City in violation of NYC Code § 20-106(c).

PRELIMINARY STATEMENT

Garages and parking lots that operate in New York City must be licensed by DCWP. *See* NYC Code § 20-321(a). By obtaining a DCWP license, garages and parking lots commit to complying with a regulatory framework designed to ensure public safety, honesty, transparency and fair dealing. As such, enforcing garage and parking lot licensing requirements is key to DCWP’s mission of protecting consumers and enhancing New Yorkers’ daily economic lives.

Since at least April 3, 2023, Defendant has illegally aided the operation of at least 46 unlicensed garages and parking lots in New York City (collectively, the “Unlicensed Lots”). Specifically, Defendant provides its online reservation platform to enable unlicensed garages and parking lots to conduct their illegal businesses. Defendant specifically aids the unlicensed activity by providing the businesses exposure to the consumer market, and the ability for consumers to easily book parking and transact with the unlicensed businesses on its platform. Moreover,

Defendant's platform helps unlicensed actors circumvent the Department's enforcement efforts and, in some cases, escape detection altogether.

For over a year, the Department has tried in vain to engage with Defendant regarding its illegal conduct, issuing no less than four cease and desist letters since June 2023. In each of its letters, the Department offered Defendant the opportunity to cure its violations without incurring civil penalties. Despite these good-faith attempts to resolve matters amicably, Defendant has refused to comply at every turn (despite lip service to the contrary). Accordingly, DCWP now seeks assistance from the Court.

As demonstrated below, Plaintiffs are entitled to a preliminary injunction because: (1) Plaintiffs are likely to prevail on the merits, as the evidence plainly demonstrates that Defendant is unlawfully aiding the operation of unlicensed garages and parking lots throughout New York City; (2) irreparable harm to the general public should be presumed based on Defendant's continuous violation of City law, but in any event, is shown in the volume and content of consumers' complaints; and (3) the equities favor Plaintiffs because Defendant's conduct is illegal, the harm to the public that results from it is significant and widespread, and the sole consequence of a preliminary injunction will be to compel Defendant to comply with the law.

STATEMENT OF FACTS AND STATUTORY FRAMEWORK

For the facts and statutory framework in support of its motion, the Department respectfully refers the Court to (1) the Verified Complaint, filed August 19, 2024; (2) the Affidavit, with Exhibits, of DCWP Investigator Jonathan Ramirez, sworn to on August 15, 2024; and (3) the Affirmation, with Exhibits, of Diego J. Echeandia, dated August 19, 2024.

ARGUMENT

Section 20-106(d) of the NYC Code empowers the City of New York to bring an injunction proceeding to restrain or enjoin any violation of New York City’s licensing laws, including ongoing unlicensed activity. Generally, plaintiffs seeking a preliminary injunction under CPLR § 6301 must establish: (1) a likelihood of success on the merits; (2) that irreparable injury will result absent the grant of the injunction; and (3) that the balancing of equities favors granting the injunction. *Aetna Ins. Co v. Capasso*, 75 N.Y.2d 860, 862 (1990). However, where the plaintiff is a municipality seeking a preliminary injunction to enforce compliance with its laws, it is not required to show proof of irreparable harm. *City of New York v. Beam Bike Corp.*, 170 N.Y.S.3d 68, 69 (1st Dep’t 2022); see *City of New York v. 300 Continental LLC*, 60 A.D.3d 226, 230 (1st Dep’t 2009); *City of New York v. Love Shack*, 286 A.D.2d 240, 242 (1st Dep’t 2001). Irrespective of the presumption of harm, Plaintiffs satisfy this standard.

I. DCWP Is Likely to Succeed on the Merits Because Defendant’s Conduct Violates the Law

A DCWP-issued license is required to operate a garage or parking lot in New York City. NYC Code § 20-321(a). Further, the act of *aiding* unlicensed activity is itself an independent violation of the City’s licensing laws—subject to a penalty of \$100 per day for each day the unlicensed activity continues. See NYC Code § 20-106(c) (“[e]very person aiding [an] unlicensed business . . . is in violation of this title and shall be subject to a penalty of one hundred dollars per day for every day during which the unlicensed business operates”).

Although no tribunal has determined what “aiding” means in the context of NYC Code § 20-106(c), New York courts have long settled that a plaintiff alleging an “aiding” claim in other contexts must generally establish (1) the existence of an underlying act; (2) knowledge of the underlying act on the part of the aider; and (3) substantial assistance by the aider in achievement

of the underlying act. *See William Doyle Galleries, Inc. v. Stettner*, 91 N.Y.3d 13, 17 (2018) (identifying the elements of aiding and abetting in the context of both fraud and conversion); *Kaufman v. Cohen*, 760 N.Y.2d 157, 170 (2003) (describing aiding and abetting for breach of fiduciary duty). Substantial assistance exists where (1) a defendant affirmatively assists, helps conceal, or, by virtue of failing to act when required to do so, enables the fraud to proceed, and (2) the actions of the aider proximately caused the harm on which the primary liability is predicated. *See Stanfield Offshore Leveraged Assets, Ltd. v. Metro. Life Ins. Co.*, 883 N.Y.2d 486, 489 (2009).

Here, the evidence leaves no doubt that Defendant has spent the better part of the past year knowingly aiding unlicensed activity. First, DCWP's records demonstrate that all of the Unlicensed Lots currently lack active DCWP licenses, establishing the underlying unlicensed activity. *See Ramirez Aff.* at para. 3. Second, on June 16, 2023, the Department issued the first of *four* cease-and-desist letters notifying Defendant of the unlicensed status of the Unlicensed Lots, and informing Defendant of its own liability under NYC Code § 20-106(c). *See Echeandia Affirmation* at paras. 23-30. Thus, Defendant has had actual knowledge of the relevant unlicensed activity for well over a year, as well as its own liability for aiding and supporting this activity. Lastly, screenshots of the Way.com website collected by the Department demonstrate that Defendant has hosted the Unlicensed Lots on its parking reservation and payment platform since at least April 3, 2023, thereby providing the Unlicensed Lots with tools, resources, and services crucial to the operation of their illegal businesses since at least that date. *See Exhibits B-E*.

Specifically, Defendant has provided, and continues to provide, the Unlicensed Lots with: (1) transactional services such as reservation and payment technology, through which Defendant directly handles monetary exchanges between the Unlicensed Lots and consumers; (2) extensive public exposure in the marketplace; (3) reputational benefits and the appearance of legitimacy; and

(4) the means with which to conduct largely undetectable, online operations and thus more easily evade DCWP enforcement. *See* Verified Complaint at paras. 21-24; Echeandia Affirmation at paras. 9-12. Put simply, Defendant's platform acts as a digital storefront, attendant, and cashier all in one. This assistance is substantial to each of the Unlicensed Lots, as it directly enhances the viability of the Unlicensed Lots' illegal operations, which otherwise have limited ways of reaching or engaging with New York City consumers and transacting business online.

It is also important to consider the context in which Defendant provides these various resources and services to the Unlicensed Lots. Specifically, the evidence shows that Defendant directly profits from the revenue earned by its vendors (including the Unlicensed Lots) through the booking of parking spaces on the Way.com platform. *See* Echeandia Affirmation at para. 9. Thus, Defendant's own profits are directly tied to the performance of the Unlicensed Lots. In this sense, Defendant is not so much an inactive bystander to the Unlicensed Lots' illegal activity as it is a willing participant and even a beneficiary.

Defendant's conduct leaves no dispute that it continues to operate without any regard for the City's laws by aiding the Unlicensed Lots' unlicensed activity. Thus, Plaintiffs are likely to succeed on the merits in this action.

II. Harm Is Presumed Because of Defendant's Continuous Violation of the City's Laws, but Is Also Demonstrated in Consumer Complaints

A municipality, such as the City, seeking a preliminary injunction to enforce compliance with its ordinances or regulations to protect the public interest need not show irreparable injury because the court presumes harm to the general public based on Defendant's continuous violation of City law. *See City of New York v. Beam Bike Corp.*, 170 N.Y.S.3d at 69; *City of New York v. 300 Continental LLC*, 60 A.D.3d at 230; *City of New York v. Love Shack*, 286 A.D.2d at 242.

However, even without this presumption, Plaintiffs would easily satisfy the irreparable injury requirement. Indeed, the City's parking licensing laws were enacted explicitly to protect the public from the kinds of harmful and exploitative business practices unlicensed parking lots are notorious for. This includes, but is not limited to, maintaining unsafe premises, disturbing residential areas, causing traffic congestion, damaging vehicles left under their care, leaving consumers stranded without access to their vehicles, and monopolizing the City's scarce street parking. These harms are not just theoretical; as evidenced by the multitude of consumer complaints received by the Department over the last few years, they are tangible and pervasive. *See Echeandia Affirmation at para. 15; Exhibits F-J.*

To illustrate, since 2017, DCWP has received at least twenty-five consumer complaints alleging damage to personal property left in the care of Defendant. *See, e.g.,* Exhibit F. Likewise, the Department has received at least three complaints from consumers left stranded without transportation because their vehicles were parked in defendant's lots with no ability to access them. *See, e.g.,* Exhibit I. Perhaps most worrying, however, are the twenty-three complaints the Department has received detailing detriment to entire neighborhoods, such as congested traffic, double parking, and the overall endangerment of pedestrians and schoolchildren. *See, e.g.,* Exhibit G. The Department has also received four complaints for overcharging and two complaints for theft. *See, e.g.,* Exhibits H and J. By facilitating and aiding the operation of the Unlicensed Lots, Defendant enables them to continue to harm the wellbeing of New York City consumers and residents.

Due to Defendant's affirmative assistance of the Unlicensed Lots, consumers and local communities are at risk of experiencing dangerous conditions, damage to their property, fraudulent fees and charges, and other unforeseen risks without any recourse or accountability. The

Department takes its obligations to protect New Yorkers very seriously. There can be no doubt that Plaintiffs, and the public interest, will be irreparably injured absent the grant of a preliminary injunction.

III. The Balance of Equities Favors the Granting of a Preliminary Injunction

The balance of equities favors Plaintiffs. First, Defendant's interest in profiting from its continued practice of supporting illegal activity is far outweighed by the City's interest in enforcing its licensing laws and protecting the public. Indeed, as detailed in the Verified Complaint, the Department has *already* spent a great deal of time and resources attempting to directly enforce against the Unlicensed Lots—conducting inspections, issuing summonses, and sending cease-and-desist letters—only to find its efforts repeatedly frustrated, in large part, by the assistance and resources Defendant continues to provide to the Unlicensed Lots. *See* Verified Complaint at paras. 29-32; Echeandia Affirmation at paras. 17-20. Without the ability to address Defendant's conduct, unsafe, unregulated, and exploitative parking operations will continue to propagate throughout New York City causing harm to the public at large, and the Department will remain perpetually mired in a Sisyphean struggle to attempt to enforce against their unlicensed activity and protect the public interest.

By contrast, it is not difficult for Defendant to cease its current practice of aiding the Unlicensed Lots; it is merely a matter of removing the Unlicensed Lots from Way.com until they can demonstrate that they obtained the required license and employing some minimal due diligence when accepting new businesses onto the platform. Given the nominal burden imposed here, Defendant's persistence in justifying its assistance and partnership with the Unlicensed Lots—and its continued refusal to comply with the Department's orders—only demonstrates that Defendant is more concerned with preserving its own profits than with respecting the law.

Second, the administrative process has not deterred Defendant's regular practice of aiding and advancing the Unlicensed Lots' unlawful activity, which continues unabated. DCWP has issued cease-and-desist letters to Defendant no less than four times, each time informing Defendant of the illegal activity on its platform and the liability that it faces from enabling unlicensed activity. Despite the Department's various warnings, however, Defendant has refused to remove the Unlicensed Lots (even despite lip service they would do so) and has ceased communication with the Department altogether.

Third, Plaintiffs only seek to enjoin Defendant from aiding the Unlicensed Lots, which ultimately make up only a percentage of Defendant's overall business. The injunction would not require Defendant to take down its online platform in its entirety, nor would it affect Defendant's ability to continue operating said platform with respect to *licensed* businesses. Thus, the limited effect of this injunction will be to end Defendant's practice of aiding illegal activity and bringing it into compliance with the law.

Unless enjoined, Defendant will continue to aid the unlicensed operation of parking lots and garages throughout New York City, continuing to expose countless consumers and residents to exploitative conduct and unsafe business practices. Accordingly, Plaintiffs necessarily seek this preliminary injunction and equities clearly balance in Plaintiffs' favor.

CONCLUSION

For the reasons set forth herein, and pursuant to the statutes above, Plaintiffs request that the Court issue an order:

1. Preliminarily enjoining Defendant Way.com, Inc., its agents, employees, and/or representatives from aiding in any way the operation of unlicensed garages and parking

- lots within New York City, including through offering reservations and payment for parking in unlicensed garages and parking lots on the Way.com platform; and
2. Granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 19, 2024

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NYSCEF DOC. NO. 17

RECEIVED NYSCEF: 08/19/2024

**REQUEST FOR JUDICIAL INTERVENTION
SUPREME**

COURT, COUNTY OF

UCS-840
(rev. 02/01/2024)

Index No: _____ Date Index Issued: _____

For Court Use Only:

CAPTION Enter the complete case caption. Do not use et al or et ano. If more space is needed, attach a caption rider sheet.

IAS Entry Date

The City of New York and Vilda Vera Mayuga as Commissioner of the New York City
Department of Consumer and Worker Protection

Plaintiff(s)/Petitioner(s)

Judge Assigned

-against-

Way.com, Inc.

Defendant(s)/Respondent(s)

RJ Filed Date

NATURE OF ACTION OR PROCEEDING Check only one box and specify where indicated.**COMMERCIAL**

- ☐ Business Entity (includes corporations, partnerships, LLCs, LLPs, etc.)
☐ Contract
☐ Insurance (where insurance company is a party, except arbitration)
☐ UCC (includes sales and negotiable instruments)
☒ Other Commercial (specify): Consumer Protection Enforcement

NOTE: For Commercial Division assignment requests pursuant to 22 NYCRR 202.70(d), complete and attach the **COMMERCIAL DIVISION RJ ADDENDUM (UCS-840C)**.**TORTS**

- ☐ Asbestos
☐ Environmental (specify): _____
☐ Medical, Dental or Podiatric Malpractice
☐ Motor Vehicle
☐ Products Liability (specify): _____
☐ Other Negligence (specify): _____
☐ Other Professional Malpractice (specify): _____
☐ Other Tort (specify): _____

SPECIAL PROCEEDINGS

- ☐ Child-Parent Security Act (specify): ☐ Assisted Reproduction ☐ Surrogacy Agreement
☐ CPLR Article 75 – Arbitration [see **NOTE** in **COMMERCIAL** section]
☐ CPLR Article 78 – Proceeding against a Body or Officer
☐ Election Law
☐ Extreme Risk Protection Order
☐ MHL Article 9.60 – Kendra’s Law
☐ MHL Article 10 – Sex Offender Confinement (specify): ☐ Initial ☐ Review
☐ MHL Article 81 (Guardianship)
☐ Other Mental Hygiene (specify): _____
☐ Other Special Proceeding (specify): _____

MATRIMONIAL

- ☐ Contested
NOTE: If there are children under the age of 18, complete and attach the **MATRIMONIAL RJ ADDENDUM (UCS-840M)**.
For Uncontested Matrimonial actions, use the Uncontested Divorce RJ (**UD-13**).

REAL PROPERTY Specify how many properties the application includes: _____

- ☐ Condemnation
☐ Mortgage Foreclosure (specify): ☐ Residential ☐ Commercial
Property Address: _____
NOTE: For Mortgage Foreclosure actions involving a one to four-family, owner-occupied residential property or owner-occupied condominium, complete and attach the **FORECLOSURE RJ ADDENDUM (UCS-840F)**.
☐ Partition
NOTE: Complete and attach the **PARTITION RJ ADDENDUM (UCS-840P)**.
☐ Tax Certiorari (specify): Section: _____ Block: _____ Lot: _____
☐ Tax Foreclosure
☐ Other Real Property (specify): _____

OTHER MATTERS

- ☐ Certificate of Incorporation/Dissolution [see **NOTE** in **COMMERCIAL** section]
☐ Emergency Medical Treatment
☐ Habeas Corpus
☐ Local Court Appeal
☐ Mechanic’s Lien
☐ Name Change/Sex Designation Change
☐ Pistol Permit Revocation Hearing
☐ Sale or Finance of Religious/Not-for-Profit Property
☐ Other (specify): _____

STATUS OF ACTION OR PROCEEDING Answer YES or NO for every question and enter additional information where indicated.

	YES	NO	
Has a summons and complaint or summons with notice been filed?	<input checked="" type="radio"/>	<input type="radio"/>	If yes, date filed: 08/19/2024
Has a summons and complaint or summons with notice been served?	<input type="radio"/>	<input checked="" type="radio"/>	If yes, date served: _____
Is this action/proceeding being filed post-judgment?	<input type="radio"/>	<input checked="" type="radio"/>	If yes, judgment date: _____

NATURE OF JUDICIAL INTERVENTION Check one box only and enter additional information where indicated.

- ☐ Infant’s Compromise
☐ Extreme Risk Protection Order Application
☐ Note of Issue/Certificate of Readiness
☐ Notice of Medical, Dental or Podiatric Malpractice Date Issue Joined: _____
☐ Notice of Motion Relief Requested: _____ Return Date: _____
☐ Notice of Petition Relief Requested: _____ Return Date: _____
☒ Order to Show Cause Relief Requested: Preliminary Injunction Return Date: _____
☐ Other Ex Parte Application Relief Requested: _____
☐ Partition Settlement Conference
☐ Poor Person Application
☐ Request for Preliminary Conference
☐ Residential Mortgage Foreclosure Settlement Conference
☐ Writ of Habeas Corpus

This is a copy of a pleading filed electronically pursuant to New York State court rules (22 NYCRR §202.5-b(d)(3)(i)) which, at the time of its printout from the court system's electronic website, had not yet been reviewed and approved by the County Clerk. Because court rules (22 NYCRR §202.5[d]) authorize the County Clerk to reject filings for various reasons, readers should be aware that documents bearing this legend may not have been accepted for filing by the County Clerk.

NYSCEF DOC. NO. 17

RECEIVED NYSCEF: 08/19/2024

RELATED CASES

List any related actions. For Matrimonial cases, list any related criminal or Family Court cases. If none, leave blank.
If additional space is required, complete and attach the **RJI ADDENDUM (UCS-840A)**.

Case Title	Index/Case Number	Court	Judge (if assigned)	Relationship to instant case


PARTIES

For parties without an attorney, check the "Un-Rep" box and enter the party's address, phone number and email in the space provided.
If additional space is required, complete and attach the **RJI ADDENDUM (UCS-840A)**.

Un-Rep	Parties List parties in same order as listed in the caption and indicate roles (e.g., plaintiff, defendant, 3 rd party plaintiff, etc.)	Attorneys and Unrepresented Litigants For represented parties, provide attorney's name, firm name, address, phone and email. For unrepresented parties, provide party's address, phone and email.	Issue Joined For each defendant, indicate if issue has been joined.	Insurance Carriers For each defendant, indicate insurance carrier, if applicable.
<input type="checkbox"/>	Name: The City of New York Role(s): Plaintiff	Diego J. Echeandia, Staff Counsel, NYC Department of Consumer and Worker Protection, 42 Broadway, New York, NY 10004, (212) 436-0393, Decheandia@dcwp.nyc.gov	<input type="radio"/> YES <input type="radio"/> NO	
<input type="checkbox"/>	Name: Vilda Vera Mayuga Role(s): Plaintiff	Diego J. Echeandia, Staff Counsel, NYC Department of Consumer and Worker Protection, 42 Broadway, New York, NY 10004, (212) 436-0393, Decheandia@dcwp.nyc.gov	<input type="radio"/> YES <input type="radio"/> NO	
<input type="checkbox"/>	Name: Way.com, Inc. Role(s): Defendant	47627 Lakeview Blvd., Fremont, CA 94538, 408-598-3338, support@way.com	<input type="radio"/> YES <input type="radio"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="radio"/> YES <input type="radio"/> NO	
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I AFFIRM UNDER THE PENALTY OF PERJURY THAT, UPON INFORMATION AND BELIEF, THERE ARE NO OTHER RELATED ACTIONS OR PROCEEDINGS, EXCEPT AS NOTED ABOVE, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION BEEN PREVIOUSLY FILED IN THIS ACTION OR PROCEEDING.

Dated: 08/19/2024


Signature