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SUPERIOR COURT BERGEN COUNTY
FILED

MAR 16 2016

Lana A. Sinaldoni
DEPUTY CLERK

SUPERIOR COURT OF NEW JERSEY,
CHANCERY DIVISION, BERGEN COUNTY,
DOCKET NO. C-70-16

ROBERT LOUGY, Acting Attorney General of the
State of New Jersey, and STEVE C. LEE, Acting
Director of the New Jersey Division of Consumer
Affairs,

Plaintiffs,

v.

EUROPEAN AUTO EXPO, LLC; JANE AND JOHN
DOES 1-10, individually and as owners, officers,
directors, shareholders, founders, managers, agents,
servants, employees, representatives and/or
independent contractors of EUROPEAN AUTO
EXPO, LLC; and XYZ CORPORATIONS 1-10,

Defendant.

Civil Action

COMPLAINT

Robert Lougy, Acting Attorney General of the State of New Jersey ("Attorney General"),
with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Steve C. Lee, Acting
Director of the New Jersey Division of Consumer Affairs ("Director"), with offices located at 124
Halsey Street, Seventh Floor, Newark, New Jersey (collectively, "Plaintiffs"), by way of Complaint
state:

PRELIMINARY STATEMENT

1. Consumers who purchase used motor vehicles typically need to budget their money carefully. Many do not have the means to purchase more expensive new motor vehicles or to incur the costs of repairing damaged used vehicles. Accordingly, dealerships that offer for sale and sell used motor vehicles have a responsibility to provide accurate and complete information to prospective purchasers and to ensure their vehicles are in good working order. The State of New Jersey ("State" or "New Jersey") has recognized the dangers of consumers being exploited by deceptive sales practices and has enacted a comprehensive set of statutes and regulations aimed at ensuring that consumers have access to all relevant information when purchasing a used motor vehicle.

2. At all relevant times, European Auto Expo, LLC ("Defendant" or "European Auto") has been engaged in the retail sale of used motor vehicles at its dealership location in New Jersey and from its New Jersey dealership location through its website and online advertising. In so doing, European Auto has committed multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), the Regulations Governing Motor Vehicle Advertising Practices, N.J.A.C. 13:45A-26A.1 et seq. ("Motor Vehicle Advertising Regulations"), the Regulations Governing Automotive Sales Practices, N.J.A.C. 13:45A-26B.1 et seq. ("Automotive Sales Regulations") and/or the Used Car Lemon Law, N.J.S.A. 56:8-67 et seq. ("UCLL") by, among other things: (a) failing to disclose existing mechanical defects in used motor vehicles; (b) failing to honor advertised prices; (c) disseminating misleading advertisements; (d) failing to maintain records for inspection by the New Jersey Division of Consumer Affairs ("Division"); and (e) failing to provide consumers with the required statutory written warranties.

3. As such, the Attorney General and the Director commence this action to halt Defendant's unconscionable and deceptive business practices and to obtain consumer restitution and other monetary relief.

PARTIES AND JURISDICTION

4. The Attorney General is charged with the responsibility of enforcing the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations and the UCLL. The Director is charged with the responsibility of administering the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations and the UCLL on behalf of the Attorney General.

5. By this action, Plaintiffs seek injunctive and other relief for violations of the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations and the UCLL. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, N.J.S.A. 56:8-11, N.J.S.A. 56:8-13 and N.J.S.A. 56:8-19.

6. Venue is proper in Bergen County, pursuant to R. 4:3-2, because it is a county in which Defendant has advertised and/or conducted business and maintained a principal place of business.

7. European Auto is a Domestic For-Profit Corporation established in the State on January 18, 2008. At all relevant times, European Auto has maintained a principal business address of 91 US Highway Route 46 West, Lodi, New Jersey 07644

8. The registered agent in New Jersey for European Auto is Mohamad Shalaby, who maintains a registered office address of 1239 McCarter Highway, Newark, New Jersey, 07104.

9. Upon information and belief, John and Jane Does 1 through 10 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of European Auto who

have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

10. Upon information and belief, XYZ Corporations 1 through 10 are fictitious corporations meant to represent any additional corporations who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

A. Defendant's Business Generally

11. Upon information and belief, since at least December 2012, Defendant has operated a motor vehicle dealership in the State and has engaged in the retail sale of used motor vehicles.

12. At all relevant times, Defendant has maintained a website at www.EuropeanAutoExpo.com ("European Auto Website").

13. Upon information and belief, Defendant advertised and otherwise offered used motor vehicles for sale to consumers in this State and elsewhere through various media including, but not limited to, the European Auto Website and third-party motor vehicle sales websites, including but not limited to, www.AutoTrader.com, www.BestCarFinder.com and www.Cargus.com.

B. Defendant's Recordkeeping:

14. On October 8, 2014, the Division served Defendant with a Subpoena Duces Tecum ("Subpoena") demanding production of, among other things: all motor vehicle advertisements displayed and all motor vehicle sales contracts executed between July 1, 2014 and August 31, 2014.

15. Defendant failed to produce to the Division any motor vehicle advertisements.

16. Upon information and belief, Defendant failed to maintain all records of motor vehicle advertisements between July 1, 2014 and August 31, 2014.

17. Upon information and belief, Defendant failed to maintain all records of motor vehicle sales contracts executed between July 1, 2014 and August 31, 2014.

18. Upon information and belief, Defendant advertised and sold at least one hundred and seven (107) used motor vehicles between July 1, 2014 and August 31, 2014.

C. Defendant's Advertisement of Used Motor Vehicles:

19. Defendant failed to honor advertised prices of used motor vehicles.

20. Defendant advertised used motor vehicles through the internet and failed to include the following required statement: "price include(s) all costs to be paid by a consumer, except for licensing costs, registration fees and taxes."

21. Upon information and belief, Defendant advertised used motor vehicles with the claim that "[a]t European Auto Expo we pride ourselves with being in business for over 15 years," when Defendant has not owned and/or operated a used motor vehicle dealership for fifteen (15) years.

22. Defendant displayed advertisements through the internet for used motor vehicles with disclaimers that, among other things, were printed in small type size, used font colors that blended into the background, and were placed in non-prominent locations, in order to obscure material facts.

23. Defendant advertised used motor vehicles through the internet with the disclaimer that the advertised price "represents the financed balance remaining after a \$2,995...down payment."

24. Defendant advertised used motor vehicles through the internet with the disclaimer that consumers must "finance[] through [the Defendant] by means of a retail installment contract," and failed to include information required to be included in any motor vehicle installment sale

advertising, including but not limited to: the total cost of the installment sale, the annual percentage rate, the monthly payment figure, the number of required payments and/or the amount of any down payment or trade-in required.

25. Defendant advertised used motor vehicles through the internet with other misleading disclaimers, including: "cash price does not equal price shown" and "price...excludes...dealer fees."

26. Defendant failed to display the Federal Trade Commission's Used Car Buyers Guides at the main entrance to its business premises, in proximity to the displayed vehicle or on the displayed vehicle itself.

27. Defendant failed to plainly mark the total selling price of used motor vehicles by stamp, tag, label or sign either affixed to the used motor vehicles or located at the point where the used motor vehicles are offered for sale.

D. Defendant's Offering For Sale and Sale of Used Motor Vehicles:

28. Upon information and belief, Defendant required consumers to finance purchases of used motor vehicles by retail installment contracts in order to get the advertised price.

29. Upon information and belief, Defendant required consumers to purchase aftermarket service contracts in order to get the used motor vehicle at its advertised price.

30. Defendant executed inadequate waivers of the written warranties required by the UCLL.

31. Defendant sold used motor vehicles without providing the required written warranties in accordance with the UCLL.

32. Defendant offered for sale and/or sold used motor vehicles without disclosing known material defects in the mechanical condition of the used motor vehicle.

33. For example, upon information and belief, without disclosing the known material defect, Defendant sold a consumer a used motor vehicle with an odometer that had been rolled back more than 60,000 miles.

34. Defendant misrepresented the mechanical condition of used motor vehicles.

35. For example, upon information and belief, Defendant represented to a consumer that a used motor vehicle had not been in any accident and there was nothing wrong with the used motor vehicle, when the used motor vehicle had been in an accident and sustained front end damage that required several repairs, including of the headlights and rear suspension.

36. Defendant charged fees for documentary services without itemizing the price for each actual documentary service performed.

37. Defendant required consumers to sign blank sales documents.

38. Defendant failed to provide purchasers of used motor vehicles with copies of signed sales documents.

COUNT I

VIOLATION OF THE CFA BY DEFENDANT (UNCONSCIONABLE COMMERCIAL PRACTICES)

39. Plaintiffs repeat and re-allege the allegations contained in paragraphs 1 through 37 above as if more fully set forth herein.

40. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise . . .

41. The CFA defines “merchandise” as “any objects, wares, goods commodities, services or anything offered, directly or indirectly to the public for sale,” and includes used motor vehicles.

42. Since at least December 2012, Defendant, through its owners, officers, directors, shareholders, members, founders, managers, agents, servants, employees, representatives and/or independent contractors, has entered into or has attempted to enter into various retail transactions with consumers in this State and elsewhere for the sale of used motor vehicles.

43. In so doing, Defendant, through its owners, officers, director, shareholders, members, founders, managers, agents, servants, employees, representatives and/or independent contractors has engaged in the use of unconscionable commercial practices, misrepresentations and/or the knowing concealment, suppression or omission of material facts.

44. Defendant’s conduct in violation of the CFA includes, but is not limited to, the following unconscionable commercial practices:

- a. Falling to honor the advertised prices of used motor vehicles;
- b. Advertising used motor vehicles at a price that was deceptively low by including misleading disclaimers, statements and/or footnotes;
- c. Requiring consumers to finance purchases of used motor vehicles through the Defendant by means of a retail installment contract, in order to purchase a used motor vehicle at the advertised price; and
- d. Requiring consumers to purchase aftermarket service contracts from the Defendant, in order to purchase a used motor vehicle at the advertised price.

45. Each unconscionable commercial practice by Defendant constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANT (MISREPRESENTATIONS AND KNOWING OMISSIONS OF MATERIAL FACT)

46. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 45 above as if more fully set forth herein.

47. Defendant's conduct in violation of the CFA includes, but is not limited to, the following misrepresentations:

- a. Misrepresenting the condition of used motor vehicles offered for sale (e.g., accident history and front end damage);
- b. Misleading consumers about Defendant's experience as a used motor vehicle dealer; and
- c. Misrepresenting the price of used motor vehicles.

48. Defendant's conduct in violation of the CFA includes, but is not limited to, the following knowing omissions of material fact: Failing to disclose to consumers defects in the mechanical condition of used motor vehicles offer for sale (e.g., odometer rollback).

49. Each misrepresentation and/or knowing omission of material fact by Defendant constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATION OF THE CFA AND THE MOTOR VEHICLE ADVERTISING REGULATIONS BY DEFENDANT (BAIT AND SWITCH)

50. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 48 above as if more fully set forth at length herein.

51. The CFA and the Motor Vehicle Advertising Regulations prohibit the use of an advertisement of a motor vehicle as part of a plan or scheme not to sell or lease the motor vehicle at

the advertised price. N.J.S.A. 56:8-2, N.J.S.A. 56:8-2.2, N.J.A.C. 13:45A-26A.4 and N.J.A.C. 13:45A-26A.10. This practice is commonly known as “bait and switch.”

52. Defendant has engaged in unlawful “bait and switch” conduct by advertising a motor vehicle with a low sales price and then refusing to sell that motor vehicle at the advertised price.

53. Such unlawful acts, in violation of the CFA and the Motor Vehicle Advertising Regulations, include, but are not limited to, the following plan or scheme: Refusing to sell advertised motor vehicles in accordance with the terms of their advertisements.

54. Each instance where Defendant advertised a used motor vehicle as part of a plan or scheme not to sell or lease the motor vehicle at the advertised price constitutes a separate violation of the CFA, N.J.S.A., 56:8-2 and N.J.S.A. 56:8-2.2, as well as the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A. 4(a)(1) and N.J.A.C. 13:45A-26A.10, each of which constitutes a per se violation of the CFA.

COUNT IV

VIOLATION OF THE CFA BY DEFENDANT **(FAILURE TO DISPLAY SELLING PRICE)**

55. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 53 above as if more fully set forth at length herein.

56. The CFA requires that persons offering merchandise for sale display the selling price, as follows:

It shall be an unlawful practice for any person to sell, attempt to sell or offer for sale any merchandise at retail unless the total selling price of such merchandise is plainly marked by a stamp, tag, label or sign affixed to the merchandise or located at the point where the merchandise is offered for sale.

[N.J.S.A. 56:8-2.5.]

57. In addition, the CFA provides:

For purposes of this act, each day for which the total selling price is not marked in accordance with the provisions of this act for each group of identical merchandise shall constitute a separate violation of this act of which the act is a supplement.

[N.J.S.A. 56:8-2.6.]

58. In the operation of its dealership, Defendant offered for sale and/or sold used motor vehicles without labeling or displaying the total selling price.

59. Each instance and each day where Defendant offered for sale and/or sold a used motor vehicle without labeling or displaying the total selling price constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.5 and N.J.S.A. 56:8-2.6.

COUNT V

VIOLATION OF THE CFA BY DEFENDANT **(FAILURE TO PROVIDE SIGNED COPY OF SALES DOCUMENTS)**

60. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 58 above as if more fully set forth at length herein.

61. The CFA requires that consumers be provided with full and accurate copies of documents presented to them for signature:

It shall be an unlawful practice for a person in connection with a sale of merchandise to require or request the consumer to sign any document as evidence or acknowledgment of the sales transaction, of the existence of the sales contract, or of the discharge by the person of any obligation to the consumer specified in or arising out of the transaction or contract, unless he shall at the same time provide the consumer with a full and accurate copy of the document so presented for signature ...

[N.J.S.A. 56:8-2.22.]

62. Defendant requested that a consumer sign a blank sales document in connection with the sale of a used motor vehicle.

63. Defendant failed to provide consumers with complete copies of signed sales documents.

64. Each instance where Defendant required or requested that a consumer sign a blank sales document in connection with the sale of a motor vehicle and/or failed to provide copies of signed sales documents constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.22.

COUNT VI

VIOLATION OF THE MOTOR VEHICLE ADVERTISING REGULATIONS BY DEFENDANT

65. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 63 above as if more fully set forth at length herein.

66. The Motor Vehicle Advertising Regulations, address, among other things, general advertising practices concerning motor vehicles offered for sale in the State.

67. Defendant is an "Advertiser" within the meaning of the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A.3.

68. The Motor Vehicle Advertising Regulations provide that an advertisement offering for sale a used motor vehicle include the following:

A statement that 'price(s) include(s) all costs to be paid by a consumer, except for licensing costs, registration fees and taxes'. If this statement appears as a footnote, it must be set forth in at least 10 point type. For purposes of this subsection, 'all costs to be paid by a consumer' means manufacturer-installed options, freight, transportation, shipping, dealer preparation, and any other costs to be borne by a consumer except licensing costs, registration fees and taxes;

[N.J.A.C. 13:45A-26A.5(a)(2)]

69. In addition, the Motor Vehicle Advertising Regulations prohibit:

The use of any type size, location, lighting, illustration, graphic depiction or color so as to obscure or make misleading any material fact;

The setting forth of an advertised price which has been calculated by deducting a down payment, trade-in allowance or any deductions other than a manufacturer's rebate and dealer's discount;

[N.J.A.C. 13:45A-26A.7(a) (1) and (2)]

70. Also, the Motor Vehicle Advertising Regulation require that:

The following information must be stated in any credit and installment sale advertising. It must appear adjacent to the description of the advertised motor vehicle and not in a footnote or headline unless the information is the same for all motor vehicles advertised. If in a footnote, it must be in at least 10-point type. Failure to include this information shall be an unlawful practice.

- 1) The total cost of the installment sale, which shall include the down payment or trade-in or rebate, if any, plus the total of the schedule periodic payments;
- 2) The annual percentage rate;
- 3) The monthly payment figure and the number of required payments; and
- 4) The amount of any down payment or trade-in required or a statement that none is required.

[N.J.A.C. 13:45A-26A.8(a)(1)-(4)]

71. Moreover, the Motor Vehicle Advertising Regulations provide that:

The following information relating to an advertised motor vehicle must be provided at the main entrance(s) to the business premises where the motor vehicle is displayed or in proximity to the vehicle or on the vehicle itself:

-
- 3) The Used Car Buyers Guide, if required by the Federal Trade Commission's Used Car Rule, 16 C.F.R. Part 455.2.

[N.J.A.C. 13:45A-26A.9(a)(3)]

72. Finally, among other things, the Motor Vehicle Advertising Regulation require dealers to maintain a record for each used motor vehicles sold within the last 180 days, and further provides:

Such record shall consist of all applicable advertisements and a copy of the executed contract with the purchaser or lessee of the vehicle...

[N.J.A.C. 13:45A-26A.10(a)]

73. Defendant's conduct in violation of the Motor Vehicle Advertising Regulations includes, but is not limited to, the following:

- a. In used motor vehicle advertisements, failing to include the required statement that "price(s) include(s) all costs to be paid by the consumer, except for licensing costs, registration fees, and taxes."
- b. Using type size, color and location to obscure, or make misleading, material facts concerning the purchase of used motor vehicles;
- c. Setting forth an advertised price for a used motor vehicle which has been calculated by deducting a down payment;
- d. Failing to include all information required to be in an installment sale advertisement for a used motor vehicle;
- e. Failing to post the Used Car Buyers Guide for an advertised used motor vehicle either at the dealership's main entrance, in proximity to the vehicle or on the vehicle itself;
- f. Failing to maintain advertisements of used motor vehicles for inspection by the Division; and
- g. Failing to maintain executed used motor vehicle contracts for inspection by the Division.

74. Defendant's conduct constitutes multiple violations of the Motor Vehicle Advertising Regulations, each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

COUNT VII

VIOLATION OF THE AUTOMOTIVE SALES PRACTICE REGULATIONS BY DEFENDANT

75. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 73 above as if more fully set forth herein.

76. The Automotive Sales Regulations, N.J.A.C. 13:45A-26B.1 et seq., identify unlawful practices involving the sale of motor vehicles.

77. The Automotive Sales Regulations, N.J.A.C. 13:45A-26B.1, define “documentary service” as follows:

...the preparation and processing of documents in connection with the transfer of license plates, registration, or title, and the preparation and processing of other documents relating to the sale or lease of a motor vehicle.

78. The Automotive Sales Regulations, N.J.A.C. 13:45A-26B.1, define “documentary service fee” as follows:

... any monies or other thing of value, which an automotive dealer accepts from a consumer in exchange for a documentary service.

79. With respect to documentary service fees, the Automotive Sales Regulations provide, in pertinent part:

(a) In connection with the sale of a motor vehicle, which includes the assessment of a documentary service fee, automotive dealers shall not:

....

2. Accept, charge, or obtain from a consumer monies, or any other thing of value, in exchange for the performance of any documentary service without first itemizing the actual documentary service, which is being performed and setting

forth in writing, in at least 10-point type, on the sale document the price for each specific documentary service.

[N.J.A.C. 13:45A-26B.3(a)(2)]

80. Defendant's conduct in violation of the Automotive Sales Regulations includes, but is not limited to, charging fees for documentary services without itemizing the price for each actual documentary service performed.

81. Defendant's conduct constitutes multiple violations of the Automotive Sales Regulations, each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

COUNT VIII

VIOLATION OF THE UCLL BY DEFENDANT

82. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 80 above as if more fully set forth herein.

83. The UCLL, N.J.S.A. 56:8-67 et seq. applies to the sale of used motor vehicles. Specifically, N.J.S.A. 56:8-68 provides in pertinent part:

It shall be an unlawful practice for a dealer:

a. To misrepresent the mechanical condition of a used motor vehicle;

[N.J.S.A. 56:8-68]

84. Further, the UCLL provides:

It shall be an unlawful practice for a dealer to sell a used motor vehicle to a consumer without giving the consumer a written warranty which shall at least have the following minimum durations:

a. If the used motor vehicle has 24,000 miles or less, the warranty shall be, at a minimum, 90 days or 3,000 miles, whichever comes first;

b. If the used motor vehicle has more than 24,000 miles but less than 60,000 miles, the warranty shall be, at a minimum, 60 days or 2,000 miles, whichever comes first; or

c. If the used motor vehicle has 60,000 miles or more, the warranty shall be, at a minimum, 30 days or 1,000 miles, whichever comes first, except that a consumer may waive his right to a warranty as provided under [N.J.S.A. 56:8-73].

[N.J.S.A. 56:8-69]

85. The UCLL provides that a waiver of the dealer's obligation to provide a warranty for used motor vehicles with over 60,000 miles :

...shall be in writing and separately stated in the agreement of retail sale or in an attachment thereto and separately signed by the consumer. The waiver shall state the dealer's obligation to provide a warranty on used motor vehicles offered for sale, as set forth in [N.J.S.A. 56:8-69, -70]. The waiver shall indicate that the consumer, having negotiated the purchase price of the used motor vehicle and obtained a price adjustment, is electing to waive the dealer's obligation to provide a warranty on the used motor vehicle and is buying the used motor vehicle "as is."

[N.J.S.A. 56:8-73]

86. Defendant's conduct in violation of the UCLL includes, but is not limited to, the following:

- a. Misrepresenting the mechanical condition of a used motor vehicle (e.g., accident history and front end damage);
- b. Selling used motor vehicles without including the required statutory written warranties, in accordance with the UCLL; and
- c. Executing inadequate waivers of the required statutory written warranties required by the UCLL.

87. Each violation by Defendant constitutes a separate violation of the UCLL, N.J.S.A. 56:8-67 et seq.


PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, the Plaintiffs respectfully request that the Court enter judgment against Defendant:

- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A.1 et seq., the Automotive Sales Regulations, N.J.A.C. 13:45A-26B.1 et seq., and the UCLL, N.J.S.A. 56:8-67 et seq.
- (b) Permanently enjoining Defendant and its owners, officers, directors, shareholders, members, founders, managers, agents, servants, employees, representatives, independent contractors, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under its control, from engaging in, continuing to engage in, or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A.1 et seq., the Automotive Sales Regulations, N.J.A.C. 13:45A-26B.1 et seq., and the UCLL, N.J.S.A. 56:8-67 et seq., including, but not limited to, the acts and practices alleged in the Complaint;
- (c) Directing the Defendant to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (d) Assessing the maximum statutory civil penalties against Defendant for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (e) Assessing investigative costs and fees, including attorneys' fees, against Defendant for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and

(f) Granting such other relief as the interests of justice may require.

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Russell M. Smith, Jr.
Deputy Attorney General

Dated: March 16, 2016
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations and the UCLL, is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party that should be joined in this action at this time.

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____




Russell M. Smith, Jr.
Deputy Attorney General

Dated: March 16, 2016
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 


Russell M. Smith, Jr.
Deputy Attorney General

Dated: March 16, 2016
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Deputy Attorney General Russell M. Smith, Jr. is hereby designated as trial counsel for the Plaintiffs in this action.

ROBERT LOUGY
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Russell M. Smith, Jr.
Deputy Attorney General

Dated: March 16, 2016
Newark, New Jersey