

# ROUTING SHEET

OFFICE OF CONSUMER PROTECTION

Name of Business/Subject \_\_\_\_\_

A/K/A or D/B/A \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Document type: \_\_\_\_\_ Filed date: \_\_\_\_\_

DAG:

Supervisor:

Investigator:

Docket number / NOV number / Investigation number: \_\_\_\_\_ Regulated / Licensed Business: \_\_\_\_\_ aa \_\_\_\_\_

Statute / Regulation cite number:

☐ 56:8-1 ☐ 45:17A-18 ☐ 34:8-43 ☐ 13:45 \_\_\_\_\_

☐ 45:14D-1 ☐ \_\_\_\_\_

Nature of violation: \_\_\_\_\_

**Payment Terms** Settlement Amount \_\_\_\_\_

- |   |          |
|---|----------|
| <input type="checkbox"/> Penalty            | \$ _____ |
| <input type="checkbox"/> In lieu of penalty | \$ _____ |
| <input type="checkbox"/> Suspended penalty  | \$ _____ |
| <input type="checkbox"/> Net penalty due    | \$ _____ |
| <input type="checkbox"/> Investigative cost | \$ _____ |
| <input type="checkbox"/> Attorney fees      | \$ _____ |
| <input type="checkbox"/> Restitution        | \$ _____ |
| <input type="checkbox"/> CALA cost          | \$ _____ |
| <input type="checkbox"/> CALA penalty       | \$ _____ |
| <input type="checkbox"/> Other DCA agency   | \$ _____ |
| <input type="checkbox"/> Other - UCLL Fees  | \$ _____ |

## Restitution

- ☐ Sent directly to consumer by Subject with proof to OCP  
☐ Sent by Case Initiation and Tracking Unit

## Payment Schedule

Initial payment due: \_\_\_\_\_

Payment due in full by: \_\_\_\_\_

Monthly payment terms: \_\_\_\_\_ payments of \$ \_\_\_\_\_

**ADR provision for future complaints:** ☐ Yes ☐ No **Duration:** \_\_\_\_\_

Name \_\_\_\_\_

☐ DAG

☐ Investigator

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name of Supervisor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Assistant Deputy of Enforcement \_\_\_\_\_

Date \_\_\_\_\_

For CIT Unit use only

☐ CTS

☐ A-Z

☐ Distribution

## Type of Case

- ☐ OCP (All other accounts)  
☐ OCP (Kosher / Enforcement)  
☐ OCP (Task Force)  
☐ HIC (All other accounts)  
☐ HIC (Task Force)  
☐ Charities (All other accounts)  
☐ RGB (All other accounts)  
☐ RGB (Health Clubs)  
☐ RGB (Home Healthcare)  
☐ RGB (Public Movers)  
☐ RGB (Temp help)  
☐ RGB (Ticket Brokers)  
☐ W & M  
☐ Other \_\_\_\_\_

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs

**FILED**

August 23 2022

Division of Consumer Affairs

By: James M. Greenberg  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
(973) 648-3469

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS

In the Matter of

AUTO DIRECT CARS LLC,

Respondent.

Administrative Action

**CONSENT ORDER**

**WHEREAS** this matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to determine whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -227 (“CFA”), the Regulations Governing Motor Vehicle Advertising Practices, N.J.A.C. 13:45A-26A.1 to -26A.10 (“Motor Vehicle Advertising Regulations”), the Regulations Governing Automotive Sales Practices, N.J.A.C. 13:45A-26B.1 to -26B.4 (Automotive Sales Practices and Regulations), the Used Car Lemon Law, N.J.S.A., 56:8-67 to -80 (“UCLL”), and the Used Car Lemon Law Regulations, N.J.A.C. 13:45A-26F.18 (“UCLL Regulations”), have been or are being committed by Auto Direct Cars LLC, as well as by its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, corporations, subsidiaries, affiliates,

successors, and/or assigns (“Auto Direct Cars” or “Respondent”) in connection with Respondent’s Advertisement, offer for Sale, and Sale of Motor Vehicles (hereinafter referred to as the “Investigation”);

**WHEREAS** the Division alleges that Respondent violated the CFA, the Automotive Sales Practices and Regulations, the Motor Vehicle Advertising Regulations, the UCLL and the UCLL Regulations by, among other things: 1.) failing to pay administrative fees and failing to submit the Certification of Administrative Fees form; 2.) charging a documentary service fee without first itemizing the actual documentary service performed; and 3.) Advertising Used Motor Vehicles for Sale at an Advertised Price without including the required advertising language;

**WHEREAS** on May 6, 2022, the Division served Respondent with a Notice of Violation and Offer of Settlement (“NOV”), by regular and certified mail, which included the findings of the Investigation and gave Respondent notice and an opportunity to be heard as to the alleged violations;

**WHEREAS** on June 2, 2022, Respondent, represented by dealership owner Robert Rothberg and Ben Rothberg attended an Executive Conference with the Division; and

**WHEREAS** the Division and Respondent (collectively, “Parties”) have reached an amicable agreement thereby resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondent having voluntarily cooperated with the Investigation and consented to the entry of the within order (“Consent Order”) and for good cause shown;

**IT IS ORDERED AND AGREED** as follows:

**1. EFFECTIVE DATE**

1.1 This Consent Order shall be effective on the date that it is filed with the Division (“Effective Date”).

## **2. DEFINITIONS**

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 “Advertised Price” shall be defined in accordance with N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations.

2.2 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(a) for purposes of the CFA and in accordance with N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations. These definitions apply to other forms of the word “Advertisement” including without limitation, “Advertise” and “Advertised.”

2.3 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.4 “Consumer” shall refer to any Person who is offered Merchandise for Sale.

2.5 “Division” refers to the New Jersey Division of Consumer Affairs.

2.6 “Include[s]” and “Including” shall be construed as broadly as possible and shall mean “without limitation.”

2.7 “Motor Vehicle” shall be defined in accordance with N.J.A.C. 13:45A-26A.3.

2.8 “New Jersey” and “State” shall refer to the State of New Jersey.

2.9 “Person” shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.10 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e), for purposes of the CFA, and in accordance with N.J.A.C. 13:45A-26A.3, for purposes of the Motor Vehicle Advertising Regulations.

2.11 “Used Motor Vehicle” shall be defined in accordance with N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations and in accordance with N.J.A.C. 13:45A-26F.2 for purposes of the UCLL Regulations.

### **3. REQUIRED AND PROHIBITED BUSINESS PRACTICES**

3.1 Respondent shall comply with all applicable State and/or Federal laws, rules and regulations, as now constituted or as may hereafter be amended, including, but not limited to, the CFA, the Automotive Sales Practices and Regulations, the Motor Vehicle Advertising Regulations, the UCLL and the UCLL Regulations.

3.2 In its Advertisement of the Sale of Used Motor Vehicles, Respondent shall include the statement that "price(s) include(s) all costs to be paid by the consumer, except for licensing costs, registration fees and taxes," in accordance with N.J.A.C. 13:45A-26A.5(b).

3.3 Respondent shall not charge a documentary service fee without first itemizing the actual documentary service performed, in accordance with N.J.A.C. 13:45A-26B.3(a)(2).

3.4 Respondent shall collect an administrative fee of \$0.50 from each Consumer who purchases a Used Motor Vehicle, in accordance with N.J.A.C. 13:45A-26F.6(a).

3.5 By the 15<sup>th</sup> of every January, Respondent shall remit to the Division's Used Car Lemon Law Unit the administrative fees and a "Certification of Administrative Fees" form which indicates the number of Used Motor Vehicles sold, in accordance with N.J.A.C. 13:45A-26F.6(b).

### **4. SETTLEMENT AMOUNT**

4.1 The Parties have agreed to a settlement in the amount of Twenty-Two Thousand, Three-Hundred Ninety-One and 50/100 Dollars (\$22,391.50) ("Settlement Amount").

4.2 The Settlement Amount is comprised of Twenty Thousand Two Hundred Fifty, and 00/100 Dollars (\$20,250.00) in civil penalties, pursuant to N.J.S.A. 56:8-13, and Two Thousand One Hundred Forty-One, and 50/100 Dollars (\$2,141.50) in administrative fees pursuant to N.J.A.C. 13:45A-26A-26F.6.

4.3 Fourteen Thousand One Hundred Forty-One Dollars, and 50/100 Dollars

(\$14,141.50) of the Settlement Amount ("Settlement Payment"), shall be paid as forth below:

- a. Five Thousand One Hundred Forty-One, and 50/100 Dollars (\$5,141.50) paid contemporaneously with the signing of this Consent Order due on August 1, 2022, with the remainder in nine (9) monthly installments, as follows:
  - (1) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before September 1, 2022;
  - (2) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before October 1, 2022;
  - (3) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before November 1, 2022;
  - (4) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before December 1, 2022;
  - (5) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before January 1, 2023;
  - (6) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before February 1, 2023;
  - (7) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before March 1, 2023;
  - (8) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before April 1, 2023; and
  - (9) One Thousand and 00/100 Dollars (\$1,000.00) shall be paid on or before May 1, 2023.

44 The Settlement Payment referenced in Section 4.3 shall be made by certified or cashier's check, money order, wire transfer or credit card payable to the "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Case Initiation and Tracking Unit  
New Jersey Department of Law and Public Safety  
Division of Consumer Affairs  
124 Halsey Street 7<sup>th</sup>. Floor  
P.O. Box 45025  
Newark, New Jersey, 07101  
Attention: Van Mallett, Lead Investigator

45 Upon making the Settlement Payment referenced in Section 4.3, Respondent shall immediately and be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant the terms herein.

46 Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$8,250.00) of the Settlement Amount shall be suspended and automatically vacated ("Suspended Penalty") at the expiration of nine (9) months from the Effective Date, provided:

- a. Respondent signs and returns this Consent order with the first payment of \$5,141.50 by August 1, 2022;
- b. Respondent complies in all material respects with the terms and conditions set forth in this Consent Order, including Section 3; and
- c. Respondent makes the Settlement Payment in the manner required by Section 4.3.

47 In the event Respondent fails to comply with the requirements of Section 4.3 and 4.6, the Division shall provide it with notice seeking payment of any unpaid portion of the Settlement Amount. Respondent shall be afforded a fifteen (15) day period from receipt of such notice within which to cure any noncompliance ("Cure Period"). In the event that Respondent cures the noncompliance within the Cure Period, Respondents shall continue to make the Settlement installment payments in accordance with Section 4.3. In the event that Respondent fails to cure the noncompliance within the Cure Period, the Division will file a Certificate of Debt for any unpaid portion of the Settlement Amount and/or may commence additional enforcement efforts.

48 In the event Respondent subsequently fails to comply with the requirements of Section 4.6, in lieu of issuing another Notice of Noncompliance, the Division may file a Certificate of Debt for the unpaid portion of the Settlement Payment and/or may commence additional enforcement efforts.

## **5. GENERAL PROVISIONS**

5.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of obligations and duties imposed by this Consent Order.

5.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of this State.

5.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

5.4 The Parties have fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

5.5 This Consent Order contains the entire agreement between the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

5.6 Except as otherwise explicitly provided in this Consent Order, nothing in this Consent Order shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

5.7 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

5.8 This Consent Order shall be binding upon the Respondent as well as any Person through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

5.9 This Consent Order shall be binding upon the Parties and their successors in



interest. In no event shall assignment of any right, power or authority under this Consent Order be used to avoid compliance with this Consent Order.

5.10 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Respondent; and (b) an admission by Respondent of any liability or wrongdoing and the parties acknowledge that this Consent Order reflects a compromise of disputed claims and Respondent disputes that any of its acts or practices are unlawful or unconscionable or violate the CFA, the Automotive Sales Practices and Regulations, the Motor Vehicle Advertising Regulations, the UCLL, or the UCLL Regulations.

5.11 This Consent Order is not intended and shall not be deemed to constitute evidence or precedent of any kind or for any purpose except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms herein; or (b) any action or proceeding involving a Released Claim (as defined in Section 7) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

5.12 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

5.13 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 to -13.

## **6. REPRESENTATIONS AND WARRANTIES**

6.1 The Parties represent and warrant that an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that

the representative has done so with authority to legally bind the respective Party.

62 Respondent represents and warrants that it has fully read and understands this Consent Order, the legal consequences involved in signing the Consent Order, and that there are no other representations or agreements not stated in writing herein.

63 Respondent represents and warrants that they have been advised by the Division to seek legal counsel to review this Consent Order and that they voluntarily chose not to do so.

## **7. RELEASE**

7.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent making the Settlement Payment as specified in Section 4, the Division hereby agrees to release Respondent from any and all civil claims to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondent for violations of the CFA, the Automotive Sales Practices and Regulations, the Motor Vehicle Advertising Regulations, the UCLL and the UCLL Regulations arising out of the Investigation, as well as the matters specifically addressed in this Consent Order ("Released Claims").

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

## **8. PENALTIES FOR FAILURE TO COMPLY**

8.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

8.2 The Parties agree that any future violations of the provisions of Section 3 of this Consent Order, the CFA, the Automotive Sales Practices and Regulations, the Motor Vehicle Advertising Regulations, the UCLL and the UCLL Regulations shall constitute a second or

succeeding violation pursuant to N.J.S.A. 56:8-13 and that Respondent may be liable for enhanced civil penalties.

#### **9. COMPLIANCE WITH ALL LAWS**

9.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- (a) Relieving Respondent of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

#### **10. NOTICES UNDER THIS CONSENT ORDER**

10.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondent pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

James M. Greenberg  
Deputy Attorney General  
Division of Law  
Consumer Fraud Prosecution Section  
124 Halsey Street 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey, 07101

For Respondent:

Robert Rothberg, Owner  
Auto Direct Cars LLC  
4319 Route 130 South  
Edgewater Park, New Jersey 08010

IT IS ON THE 23rd DAY OF August, 2022 SO  
ORDERED.

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

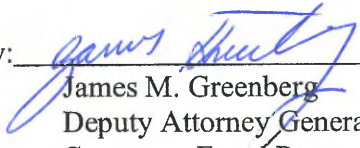
By: 

CARI FAIS, ACTING DIRECTOR  
DIVISION OF CONSUMER AFFAIRS

**THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES ADJACENT TO THEIR RESPECTIVE SIGNATURES.**

FOR THE DIVISION:

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

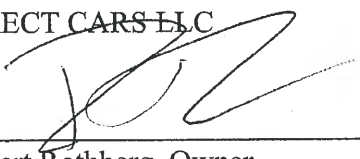
By:   
James M. Greenberg  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: July 26, 2022

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

FOR RESPONDENT:

AUTO DIRECT CARS LLC

By:   
Robert Rothberg, Owner  
Auto Direct Cars LLC  
4319 Route 130 South  
Edgewater Park, New Jersey 08010

Dated: 7-22, 2022