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ACTING ATTORNEY GENERAL OF NEW JERSEY

Division of Law

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Attorney for Division of Consumer Affairs

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

In the Matter of:

Cars2Sell, LLC, and Timur Djuraev,  
Individually,

Respondents.

Administrative Action  
NOV2000093

**CONSENT ORDER**

**WHEREAS**, this matter having been opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -210 (“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 (“Motor Vehicle Sales 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.1 to -26F.18 (“UCLL Regulations”), have been or are being committed by Cars2Sell, LLC, with a main business address of 126 Route 22 East Hillside, New Jersey 07205,

as well as by its owners, officers, directors, members, managers, employees, representatives and/or agents, and Timur Djuraev, individually, as owner, (collectively, “Respondents”), 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 Respondents violated the Motor Vehicle Advertising Regulations, the UCLL, and the UCLL Regulations by: (1) advertising used motor vehicles at a certain price without including the required advertising language “price(s) include(s) all costs to be paid by a consumer, except for licensing costs, registration fees, and taxes”; (2) failing to disclose prior rental, structural, severe, and/or accident damage to used motor vehicles that Respondents advertised for sale, when such prior damage was known or should have been known by Respondents; (3) failing to furnish consumers with a written warranty which meets the requirements of the UCLL; and (4) failing to pay administrative fees and to submit the Certification of Administrative Fees form for 2018 to 2019;

**WHEREAS** on January 19, 2022, the Division served Respondents with a Notice of Violation and Offer of Settlement (“NOV”), which included the findings of the Investigation and gave Respondents notice and an opportunity to be heard as to the alleged violations;

**WHEREAS** on April 11, 2022, Respondents attended a virtual Mitigation Conference with the Division;

**WHEREAS** the Division and Respondents have reached an amicable agreement resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondents having voluntarily cooperated with the Investigation and consented to

the entry of the within order ("Consent Order") without having admitted any fact or violation of law, and for good cause shown;

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

**1. EFFECTIVE DATE**

1.1 This Consent Order is 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 "Additional Consumer" shall refer to any Consumer who submits to the Division directly or through another agency, after the Effective Date, a written Consumer complaint concerning Respondents' business practices.

2.2 "ADR Unit" shall refer to the Alternative Dispute Resolution Unit of the Division.

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

2.4 "Advertisement" shall be defined: (a) for purposes of the CFA, in accordance with N.J.S.A. 56:8-1(a); and (b) for purposes of the Motor Vehicle Advertising Regulations, in accordance with N.J.A.C. 13:45A-26A.3. These definitions shall apply to other forms of the word "Advertisement," including "Advertise," "Advertised," and "Advertising."

2.5 "Advertising Required Language" shall mean the language that the Motor Vehicle Advertising Regulations require to be Included in all Motor Vehicle Advertisements, specifically

"price(s) Include(s) all costs to be paid by a Consumer, except for Licensing Costs, Registration Fees, and Taxes."

2.6 "Affected Consumer" shall refer to any Consumer who has submitted to the Division directly or through another agency a complaint concerning Respondents' business practices prior to the Effective Date, whether identified in Schedule A or identified by the Division after the Effective Date.

2.7 "Aftermarket Contract" shall refer to the contract pursuant to which Respondents sold Aftermarket Merchandise.

2.8 "Aftermarket Merchandise" shall refer to products or services acquired by a Consumer for an additional charge in connection with a Consumer's purchase or Lease of a Motor Vehicle and which are listed on an RBO, as well as an Aftermarket Contract, and includes such things as vehicle service contracts, GAP insurance, vehicle maintenance plans, anti-theft window etching protection and tire/wheel protection.

2.9 "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.

2.10 "Certification of Administrative Fees" shall be defined in accordance with N.J.A.C. 13:45A-26F.6(b)(2) for purposes of the UCLL Regulations.

2.11 "Consumer" shall be defined: (a) for purposes of the CFA, as any Person, who is offered Merchandise for Sale; and (b) for purposes of the UCLL Regulations, in accordance with N.J.A.C. 13:45A-26F.2.

2.12 "Dealer" shall be defined in accordance with: (a) N.J.S.A. 56:8-67 for purposes of the UCLL; (b) N.J.A.C. 13:45A-26F.2 for purposes of the UCLL Regulations; and (c) N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations.

2.13 "Dealer-Installed Option[s]" shall be defined in accordance with N.J.A.C. 13:45A-26A.3.

2.14 "Division" shall mean the New Jersey Division of Consumer Affairs in the Department of Law and Public Safety.

2.15 "Documentary Service" shall be defined in accordance with N.J.A.C. 13:45A-26B.1.

2.16 "Include[s]" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

2.17 "Lease" shall be defined in accordance with N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations.

2.18 "MSRP" shall mean the manufacturer's suggested retail price.

2.19 "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c).

2.20 "Misrepresent" shall mean to give a deceptive or misleading representation of fact.

2.21 "Motor Vehicle" shall be defined in accordance with N.J.A.C. 13:45A-26A.3.

2.22 "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.23 "RBO" shall refer to the Retail Buyer's Order.

2.24 "Restitution" shall refer to all methods undertaken by Respondents to resolve Affected Consumer complaints and Additional Consumer complaints including the issuance of credits or refunds and the reversal of credit card or debit card charges.

2.25 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e). This definition applies to all forms of the word "Sale," Including, but not limited to, "Sell" and "Sold."

2.26 "Sales Document" shall be defined in accordance with N.J.A.C.-13:45A-26B.1 and shall Include RBO's and Retail Installment Contracts. Notwithstanding the foregoing, there can be only one (1) Sales Document in any Sale or Lease transaction.

2.27 "State" and "New Jersey" shall refer to the State of New Jersey.

2.28 "Taxes, Licensing Costs and Registration Fees" shall be defined in accordance with N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations. This definition shall apply to other forms of the phrase "Taxes, Licensing Costs and Registration Fees," Including "Licensing Costs, Registration Fees, and Taxes."

2.29 "Used Motor Vehicle" shall be defined: (a) in accordance with N.J.S.A. 56:8-67 for purposes of the UCLL; (b) N.J.A.C. 13:45A-26F.2 for purposes of the UCLL Regulations; and (c) N.J.A.C. 13:45A-26A.3 for purposes of the Motor Vehicle Advertising Regulations.

2.30 "Person[s]" shall be defined in accordance with N.J.S.A. 13:44D-1.1.

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

3.1 Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and 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 CF A, the Motor Vehicle Advertising Regulations, the Automotive Sales Practices Regulations, the UCLL, the UCLL Regulations.

3.2 In any advertisement in which a motor vehicle is offered for sale at an advertised price, Respondents shall include the required advertising language in the advertisement: “price(s) include(s) all costs to be paid by a consumer, except for licensing costs, registration fees, and taxes,” as required by the Motor Vehicle Advertising Regulations, specifically N.J.A.C. 13:45A-26A.5(b) and (d).

3.3 Respondents shall disclose prior rental, structural, severe, and/or accident damage to used motor vehicles that they advertise for sale, when such prior damage is known or should be known by Respondents, as required by the Motor Vehicle Advertising Regulations, specifically N.J.A.C. 13:45A-26A.7(a)(7);

3.4 Respondents shall furnish consumers with a written warranty which meets the requirements of the UCLL, specifically N.J.S.A. 56:8-69, and the UCLL Regulations, specifically of N.J.A.C. 13:45A-26F.3;

3.5 By the 15th of every January, Respondents shall remit to the Division’s UCLL Unit the administrative fees and/or documentation concerning the used motor vehicles sold for the previous year, in accordance with the UCLL Regulations, specifically N.J.A.C. 13:45A-26F.6(b);

#### **4. SETTLEMENT PAYMENT**

4.1 The Parties have agreed to a settlement of the Investigation in the amount of Seven Thousand Five Hundred Thirty Six and 00/100 Dollars (\$7,536) (“Settlement Amount”).

4.2 The Settlement Payment consists of Five Thousand Dollars (\$5,000.00) in civil penalties, pursuant to N.J.S.A 56:8-13, One Thousand Nine Hundred Thirty Six (\$1,936.00) in investigative costs, pursuant to N.J.S.A. 56:8-11, and Six Hundred Dollars (\$600.00) for failing to issue the UCLL written warranty, pursuant to N.J.A.C. 13:45A-26F.3.

4.3 Six Thousand Five Hundred Thirty Six and 00/100 Dollars (\$6,536) of the Settlement Amount (“Settlement Payment”) shall be paid as follows:

- a. Six Hundred Thirty Six and 00/100 Dollars (\$636.00) shall be paid contemporaneously with the signing of this Consent Order, which is due on August 1, 2022; and
- b. Two Thousand Nine Hundred and 00/100 Dollars (\$2,900.00) shall be paid as monthly installments of Seven Hundred Twenty Five and 00/100 Dollars (\$725.00) for four months, with each installment due on or before the first day of the month beginning September 1, 2022 and continuing through December 1, 2022.
- a. Three Thousand and 00/100 Dollars (\$3,000.00) shall be paid as monthly installments of One Thousand and 00/100 Dollars (\$1,000.00) for three months, with each installment due on or before the first day of the month beginning January 1, 2022 and continuing through March 1, 2023.

4.4 The Settlement Payment referenced in Section 4.2 and 4.3 shall be made by certified check, cashier’s check, money order, credit card or wire transfer payable to the “New Jersey Division of Consumer Affairs” and forwarded to:

Case Management Tracking  
New Jersey Department of Law and Public Safety



Division of Consumer Affairs  
124 Halsey Street  
P.O. Box 45025  
Newark, New Jersey 07101  
Attention: Van Mallett, Supervisor

4.5 Upon making the Settlement Payment installments referenced in Section 4.2 and Section 4.3, Respondents shall immediately be fully divested of any interest in, or ownership of, the moneys paid. All interest in the moneys, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

4.6 The balance of the Settlement Amount totaling One Thousand and 00/100 Dollars (\$1,000.00) shall be suspended and automatically vacated (“Suspended Penalty”) at the expiration of one (1) year from the Effective Date provided:

- a. Respondents sign and return this Consent Order by August 1, 2022;
- b. Respondents make the Settlement Payment as provided in Section 4.2 and Section 4.3; and
- c. Respondents do not engage in any acts or practices in violation of the New Jersey Consumer Fraud Act, the Regulations Governing Motor Vehicle Advertising Practices, the Regulations Governing Automotive Sales Practices, the Used Car Lemon Law, or the Used Car Lemon Law Regulations.

4.7 In the event Respondents fail to comply with the requirements of Section 4.6, the Division shall provide them with notice seeking payment of the Suspended Penalty, as well as any unpaid portion of the Settlement Amount (“Notice of Noncompliance”). Respondents 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 Respondents cure the noncompliance within the Cure Period, the suspended portion of the Settlement Amount shall return to its suspended status. In the event that Respondents fail to cure the noncompliance within the Cure Period, the Division will file a Certificate of Debt for the balance of the Settlement Payment, if any, and the Suspended Penalty and/or may commence additional enforcement efforts and, if applicable, may enter a Provisional Order of Suspension or Revocation of Respondents’ license or registration issued by the Division.

4.8 In the event Respondents cure a noncompliance and then subsequently fail to comply with any requirements of Section 4.5 again, then, in lieu of issuing another Notice of Noncompliance, the Division may file a Certificate of Debt for the Suspended Penalty as well as any unpaid portion of the Settlement Payment, and/or may commence additional enforcement efforts and, if applicable, may enter a Provisional Order of Suspension or Revocation of Respondents’ license or registration issued by the Division.

## **5. GENERAL PROVISIONS**

5.1 This Consent Order is entered into by the Parties of their own free and voluntary act and with full knowledge and understanding of the 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 the 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 This Consent Order contains the entire agreement among 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 Division and Respondents.

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

5.6 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.

5.7 This Consent Order shall be binding upon Respondents as well as their managers, members, agents, employees, successors and assigns, and any Person through which they may now or hereafter act, as well as any Person who has authority to control or who, in fact, controls and directs their business.

5.8 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 avoid compliance with this Consent Order.

5.9 This Consent Order is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or in violation of the CFA, the Motor

Vehicle Advertising Regulations, the Automotive Sales Practices Regulations, the UCLL, or the UCLL Regulations.

5.10 This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind 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 of this Consent Order; 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.

5.11 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.

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

## **6. REPRESENTATION AND WARRANTIES**

6.1 The Parties represent and warrant 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 bind legally the respective Party.

6.2 Respondents represent and warrant that they have fully read and understand 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.

## **7. RELEASE**

7.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents making the Settlement Payment in the manner referenced in Section 4.2 and Section 4.3, the Division hereby agrees to release Respondents from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which the Division could have brought against Respondents for violations of the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Practices Regulations, the UCLL, and/or the UCLL Regulations arising out of the Investigation as well as the matters addressed in this Consent Order (the “Released Claims”).

7.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action provided, however, that nothing herein shall prevent the Respondents from raising the defense of set-off against a Consumer who has received restitution; (b) actions to enforce this Consent Order; and (c) any claims against Respondents 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 Motor Vehicle Advertising Regulations, the Automotive Sales Practices Regulations, the UCLL, and/or the UCLL Regulations shall constitute a second, third, or succeeding violation pursuant to N.J.S.A. 56:8-12 and that Respondents 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 Respondents of their 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 Respondents 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 Respondents 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 Respondents pursuant to this Consent Order shall be sent by the 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:

Assistant Deputy of Enforcement, Office of Consumer Protection  
New Jersey Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street - 7<sup>th</sup> Floor  
P.O. Box 45025  
Newark, New Jersey 07101

For the Respondents:

Cars2Sell, LLC, and Timur Djuraev, Individually,  
126 Route 22 East  
Hillside, New Jersey 07205

IT IS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 SO ORDERED.

MATTHEW J. PLATKIN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: \_\_\_\_\_  
MARYANN SHEEHAN, CHIEF OF STAFF  
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: Deepta Jansardhan  
Deepta Jansardhan  
Deputy Attorney General  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Telephone: (973) 877-1280

Dated: August 2nd, 2022

FOR RESPONDENTS:

CARS 2 SELL LLC AND TIMUR DJURAEV, INDIVIDUALLY

By:   
Timur Djuraev  
Cars2Sell, LLC, and Timur Djuraev, Individually,  
126 Route 22 East  
Hillside, New Jersey 07205

Dated: 07/25, 2022