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By: Jeffrey Koziar (015131999)
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[redacted]

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, UNION COUNTY
DOCKET NO.: UNN-C-

UNN-C-0122-13

Civil Action

JOHN HOFFMAN, Acting Attorney General of the State of New Jersey, and ERIC T. KANEFSKY, Director of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

21st CENTURY AUTO GROUP, INC.; JANE AND JOHN DOES 1-10, individually and as owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of 21st CENTURY AUTO GROUP, INC.; and XYZ CORPORATIONS 1-10,

Defendants.

COMPLAINT

Plaintiffs John Hoffman, Acting Attorney General of the State of New Jersey ("Attorney General"), and Eric T. Kanefsky, Director of the New Jersey Division of Consumer Affairs

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("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, (collectively, "Plaintiffs"), by way of this Complaint state:

PRELIMINARY STATEMENT

1. Consumers are particularly vulnerable to deceptive advertising and sales practices when purchasing a used motor vehicle. Most do not have independent access to information such as the condition and prior use of the used motor vehicles offered for sale. The State of New Jersey ("State") 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, 21st Century Auto Group, Inc. ("Defendant" or "21st Century") has been engaged in the retail sale of used motor vehicles in the State and elsewhere through the internet and at its dealership location. In so doing, Defendant has failed to comply with 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-1.1. 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"), the Used Car Lemon Law, N.J.S.A. 56:8-67 et seq. ("UCLL"), and the Used Car Lemon Law Regulations, N.J.A.C. 13:45A-26F.6(a)-(b)(1) ("UCLL Regulations") by, among other things: (a) failing to disclose the prior condition and/or prior use of used motor vehicles; (b) failing to disclose existing mechanical defects in used motor vehicles; (c) failing to conspicuously post the total selling price of used motor vehicles; and (d) misrepresenting that certain used motor vehicles advertised and/or offered for sale were covered by a warranty. The

Attorney General and Director submit this Complaint to halt Defendants' deceptive business practices and to prevent additional consumers from being harmed.

PARTIES AND JURISDICTION

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

4. By this action, Plaintiffs seek injunctive and other relief for violations of the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations, the UCLL and UCLL Regulations. 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. Venue is proper in Union 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.

5. 21st Century is a Domestic For-Profit Corporation established in the State on March 31, 1999. At all relevant times, 21st Century has maintained a principal business address of 305 Route 22 East, Springfield, New Jersey 07081.

6. The registered agent in the State for 21st Century is Dmitry Zeldin, who maintains a registered office address of 305 Route 22 East, Springfield, New Jersey 07081. Zeldin, who resides at 21 Tonnelier Way, Denville, New Jersey 07934, also serves as 21st Century's President.

7. 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 21st Century 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.

8. 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

9. Upon information and belief, since at least March 1999, Defendant has operated a motor vehicle dealership in the State and has engaged in the retail sale of used motor vehicles.

10. At all relevant times, Defendant maintained a website at www.21stcenturyautogroup.com ("21st Century Website").

11. Upon information and belief, Defendant advertises and otherwise offers used motor vehicles for sale to consumers in this State and elsewhere through various media including, but not limited to, the 21st Century Website, newspapers and other print advertisements.

12. Upon information and belief, Defendant customarily accepts trade-in vehicles from consumers as part of its sales transactions.

B. Defendant's Advertisement, Offering for Sale and Sale of Used Motor Vehicles

13. Defendant has advertised and/or offered for sale used motor vehicles at its dealership location that did not have the FTC Used Car Buyers Guide.

14. Defendant has advertised and/or offered for sale used motor vehicles that did not have the total selling price conspicuously posted.

15. Defendant has falsely informed a consumer that an advertised used motor vehicle was available for sale when, in fact, the vehicle had already been sold.

16. Defendant has continued to advertise used motor vehicles for sale on the 21st Century Website after the used motor vehicles had been sold. When consumers inquired about such used motor vehicles, Defendant told them that the vehicles were not available and then attempted to sell higher priced used motor vehicles to these consumers.

17. Defendant has failed to honor the advertised prices of used motor vehicles.

18. Defendant has failed to honor the negotiated prices of used motor vehicles.

19. Defendant has failed to return deposits after consumers had canceled the sales transactions and either not taken possession of or had returned the used motor vehicles.

20. Defendant failed to provide consumers with title and registration to used motor vehicles prior to the expiration of temporary title and/or registration.

21. Defendant failed to return trade-in vehicles to consumers within thirty-six (36) hours after the consumers' sales transactions had been cancelled.

22. Defendant has failed to issue the warranties required under the UCLL.

23. Defendant has failed to honor the warranties provided in accordance with the UCLL.

24. Defendant has represented that used motor vehicles came with warranties, and charged consumers for such warranties, and then failed to provide the warranties.

25. Upon information and belief, Defendant sold a used motor vehicle to a consumer without obtaining a lien release from the prior owner.

26. Defendant has required that consumers sign blank sales documents.

27. Defendant has failed to supply consumers with signed copies of sales documents.

28. Upon information and belief, Defendant has failed to provide consumers who purchased used motor vehicles with navigation systems with the DVDs required for the systems' operation.

29. Defendant has failed to itemize all documentary service fees.

30. Defendant has failed to provide consumers with the required notice of their right to a written itemized price for each documentary service.

31. Defendant has failed to disclose that an advertised used motor vehicle was previously used as a commercial vehicle.

32. Defendant has failed to disclose that advertised used motor vehicles were previously damaged and were subjected to substantial repair and body work.

COUNT I

VIOLATION OF THE CFA BY DEFENDANT (UNCONSCIONABLE COMMERCIAL PRACTICES)

33. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 32 above as if more fully set forth herein.

34. 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 . . .

35. Since at least 1999, Defendant, through its owners, officers, directors, shareholders, 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.

36. In so doing, Defendant, through its owners, officers, director, shareholders, 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.

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

a. Failing to honor the advertised sales price of a used motor vehicle;

b. Failing to honor the negotiated sales price of a used motor vehicle;

c. Failing to provide vehicle license plates, title and registration prior to the expiration of the temporary title and/or registration;

d. Failing to provide consumers with copies of all executed sales documents at; the time of signing

e. Selling a used motor vehicle for which a prior lien had not been paid off;

f. Failing to return trade-in vehicles to consumers within thirty-six (36) hours after the consumers' sales transactions had been cancelled;

g. Failing to refund monies paid by consumers who never took possession of the used motor vehicles offered for sale by Defendant;

h. Failing to refund monies paid by consumers after they cancelled the sales transaction; and

i. Charging consumers for warranty protection, but failing to provide the promised warranty.

38. 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)

39. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 38 above as if more fully set forth herein.

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

a. Misrepresenting the price of a used motor vehicle; and

b. Misrepresenting that a used motor advertised, offered for sale and/or sold had warranty protection.

41. Defendant's conduct in violation of the CFA includes, but is not limited to, the following knowing omissions of material fact:

a. Failing to disclose to consumers prior to purchase any prior damage to the used motor vehicle advertised and/or offered for sale; and

b. Failing to disclose to consumers prior to purchase the prior use of the used motor vehicle advertised and/or offered for sale.

42. 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 MOTOR VEHICLE ADVERTISING REGULATIONS BY DEFENDANT (BAIT AND SWTICH)

43. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 42 above as if more fully set forth at length herein.

44. 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."

45. 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.

46. Such unlawful acts, in violation of the CFA and the Motor Vehicle Advertising Regulations, include, but are not limited to, the following plans or schemes:

a. Selling a used motor vehicle at a price that is higher than the advertised price;

b. Falsely informing a consumer that an advertised used motor vehicle was available for sale, when, in fact, the vehicle had already been sold; and

c. Continuing to advertise a used motor vehicle for sale after it had actually been sold.

47. 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.10 and N.J.A.C. 13:45A-26A.4(a)(1), each of which constitutes a per se violation of the CFA.

COUNT IV

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

48. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 47 above as if more fully set forth at length herein.

49. 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.]

50. 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.]

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

52. 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)

53. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 52 above as if more fully set forth at length herein.

54. 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.]

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

56. Defendant failed to provide a consumer with complete copies of signed sales documents.

57. 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 (FAILURE TO MAKE REQUIRED DISCLOSURES)

58. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 57 above as if more fully set forth at length herein.

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

60. First, the Motor Vehicle Advertising Regulations set forth certain mandatory disclosure requirements for advertisements for the sale of used motor vehicles. Specifically, N.J.A.C. 13:45A-26A.5(b) addresses the required disclosures for used motor vehicles and provides, in pertinent part:

> (b) In any advertisement offering for sale a used motor vehicle at an advertised price, the information described in (a)1,2,4,5 and 6 above must be included, as well as the following additional information:
>
> 2. The nature of prior use unless previously and exclusively owned or leased for individuals for their personal use, when such prior use is known or should have been known by the advertiser.
>
> [N.J.A.C. 13:45A-26A.5(b)(2).]

61. Second, the Motor Vehicle Advertising Regulations prohibit certain advertising practices and provide, in pertinent part:

> (a) In any type of motor vehicle advertising, the following practices shall be unlawful:
>
> . . . .
>
> 7. The failure to disclose that the motor vehicle had been previously damaged and that substantial repair or body work has been performed on it when such prior repair or body work is known or should have been known by the advertiser; for purposes of this subsection,

"substantial repair or body work" shall mean repair or body work having a retail value of $1,000 or more;

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

62. Third, the Motor Vehicle Advertising Regulations require certain on-site disclosures and provide, in pertinent part:

(a) 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.]

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

a. Failing to disclose that a used motor vehicle was previously used as a commercial vehicle;

b. Failing to disclose that advertised motor vehicles were previously damaged and were subjected to substantial repair and body work;

c. Failing to post the Used Car Buyers Guide for an advertised used motor vehicle either at the dealership's main entrance or in proximity to the vehicle or on the vehicle itself.

64. Defendant's conduct constitutes multiple violations of the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A.5(b)2, N.J.A.C. 13:45A-26A.7(a)7 and N.J.A.C. 13:45A-26A.9(a)3, 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

65. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 64 above as if more fully set forth herein.

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

67. The Automotive Sales Regulations define "documentary service fee" as follows:

> . . . any monies or other thing of value which an automotive dealer accepts from a consumer in exchange for the performance of certain documentary services which include, but are not limited to, 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 of a motor vehicle to said consumer.

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

> (a) Without limiting any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., the following practices involving the sale of motor vehicles by automotive dealers shall be unlawful thereunder.
>
> . . . .
>
> 2. With respect to documentary service fees:
>
> i. Accepting, charging, or obtaining 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 on the sale document the price for each specific documentary service; or
>
> ii. Representing to a consumer that a governmental entity requires the automotive dealer to perform any documentary service;

iii. Failing to conspicuously place upon the front of the sales document which contains a documentary service fee, in ten-point bold face type, the following:

"You have the right to a written itemized price for each specific documentary service which is to be performed."

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

69. Defendant's conduct in violation of the Automotive Sales Regulations includes, but is not limited to, the following:

a. Failing to itemize all documentary service fees; and

b. Failing to include the required consumer notice concerning documentary service fees on all sales documents.

70. Defendant's conduct constitutes multiple violations of the Automotive Sales Regulations, N.J.A.C. 13:45A-26B.2(a)2ii, 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 (WARRANTY VIOLATIONS)

71. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 70 above as if more fully set forth herein.

72. The UCLL, N.J.S.A. 56:8-68, provides, in pertinent part, as follows:

It shall be an unlawful practice for a [used motor vehicle] dealer:

. . .

e. To misrepresent the terms of any written warranty ... currently in effect on a used motor vehicle provided by a person other than the dealer, and subject to transfer to a consumer;

h. To represent, prior to sale, that a used motor vehicle dealer is sold with a warranty ... when the vehicle is sold without any warranty ...;

i. To fail to disclose prior to sale, that a used motor vehicle is sold without any warranty ...;

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

73. The UCLL, N.J.S.A. 56:8-69, further provides, in relevant part, that:

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 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 section 7 of this act.

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

74. Defendant violated the UCLL by engaging in conduct including but not limited to the following:

a. Misrepresenting to consumers prior to purchase that used motor vehicles offered for sale were covered by warranties, when such was not the case; and

b. Selling used motor vehicles without including the required written warranties.

75. Each instance of Defendant misrepresenting that a used motor vehicle was sold with a warranty constitutes a separate violation of the UCLL, N.J.S.A. 56:8-68. Furthermore, each instance

of Defendant failing to provide the appropriate warranty to a consumer in connection with the sale of a used motor vehicle, or to misrepresent, or fail to disclose the terms of a warranty, constitutes a separate violation of the UCLL, N.J.S.A. 56:8-69.

COUNT IX

VIOLATION OF THE UCLL AND UCLL REGULATIONS BY DEFENDANT (FAILURE TO FILE DOCUMENTATION AND REMIT ADMINISTRATIVE FEES)

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

77. The UCLL, provides the Director with the authority to establish certain fees to apply to the administration and enforcement of the UCLL. Specifically, N.J.S.A. 56:8-80 provides:

> The director may establish an administrative fee, to be paid by the consumer, in order to implement the provisions of this act, which fee shall be fixed at a level not to exceed the cost for the administration and enforcement of this act.

78. The UCLL Regulations, N.J.A.C. 13:45A-26F.6(a)-(b)(1), established the "Fifty Cent Rule" on February 1, 1999. Specifically, N.J.A.C. 13:45A-26F.6(a)-(b)(1) provides:

> (a) At the time of sale a dealer shall collect an administrative fee of $0.50 from each consumer who purchases a used motor vehicle in the State of New Jersey which transaction is subject to the Act and this subchapter, including a consumer who elects to waive the warranty pursuant to N.J.A.C. 13:45A-26F.4.
>
> (b) On the 15th of every January, a dealer shall mail to the Used Car Lemon Law Unit, the following:
>
> 1. A check or money order made payable to the "New Jersey Division of Consumer Affairs," in an amount equal to the total sum of administrative fees collected during the preceding calendar year....

79. The UCLL Regulations, N.J.A.C. 13:45A-26F.6(b)(2), further establish certain reporting requirements for used motor vehicle dealerships. Specifically, N.J.A.C. 13:45A-26F.6(b)(2) provides:

> (b) On the 15th of every January, a dealer shall mail to the Used Car Lemon Unit, the following:
>
> 2. A completed "Certification of Administrative Fees" form ... indicating the number of used cars sold each month by the dealer during the preceding calendar year.

80. From at least 1999 to the present, Defendant functioned as a "dealer" within the meaning of the UCLL and UCLL Regulations.

81. Each used motor vehicle that Defendant sold to a consumer was subject to the UCLL and, as such, obligated Defendant to collect and remit administrative fees.

82. Since at least 1999 , Defendant failed to remit the UCLL fees as required by N.J.A.C. 13:45A-26F.6(b).

83. Since at least 1999, Defendant failed to submit the documentation required by N.J.A.C. 13:45A-26F.6(b) to the Division's UCLL Unit.

84. Each failure by Defendant to timely remit the administrative fees and/or documentation concerning the used motor vehicles Defendant sold constitutes a separate violation of the UCLL, N.J.S.A. 56:8-80, and the UCLL Regulations, N.J.A.C. 13:45A-26F.6.

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., the UCLL, N.J.S.A. 56:8-80, and the UCLL Regulations, N.J.A.C. 13:45A-26F.6.;

(b) Permanently enjoining Defendant and its owners, officers, directors, shareholders, 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., the UCLL, N.J.S.A. 56:8-80, and the UCLL Regulations, N.J.A.C. 13:45A-26F.6. 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.

JOHN HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Jeffrey Koziar
Deputy Attorney General

Dated: December 12, 2013
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, 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.

JOHN HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Jeffrey Koziar
Deputy Attorney General

Dated: December 12, 2013
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).

JOHN HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Jeffrey Koziar
Deputy Attorney General

Dated: December 12, 2013
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

JOHN HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____
Jeffrey Koziar
Deputy Attorney General

Dated: December 12, 2013
Newark, New Jersey