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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 Division of Consumer Affairs

**FILED**

JUL 13 2010

**Division of Consumer Affairs**

By: Nicholas Kant  
Deputy Attorney General  
(973) 648-3441

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

In the Matter of

Administrative Action

MARQUIS AUTO SALES, INC. and  
EUGENE MARQUIS,

**CONSENT ORDER**

Respondents.

**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 et seq. (“CFA”), the Used Motor Vehicle Trade Regulation Rule, 16 C.F.R. 455.2, and the Regulations Governing Motor Vehicle Advertising, N.J.A.C. 13:45A-26A.1 et seq. (“Motor Vehicle Advertising Regulations”), have been or are being committed by Marquis Auto Sales, Inc. and Eugene Marquis, as well as their owners, officers, directors, managers, agents, representatives, employees, successors, assigns, subsidiaries and/or independent contractors (collectively, “Respondents”) (hereinafter referred to as the “Investigation”);

**WHEREAS** Respondents, with a main business address of 221 Route 530, Southampton, New Jersey 08088, are engaged in the Advertisement and Sale of Used Motor Vehicles to Consumers;

**WHEREAS** the Division alleges that Respondents Advertised, offered for Sale and/or sold Used Motor Vehicles without conspicuously posting either the selling price or the Used Car Buyer's Guide;

**WHEREAS** the Division and Respondents (collectively, "Parties") have reached an amicable agreement hereby resolving the issues in controversy and concluding this 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 "Advertise" or "Advertisement" shall mean any written, oral or electronic statement, illustration or depiction that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the Sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing inset, bill board,

circular, mailer, package insert, package label, product instructions, electronic mail, website, homepage, television, cable television, radio, commercial or any other medium.

2.2 “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.

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

2.4 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and includes, but is not limited to, Used Motor Vehicles.

2.5 “Merchandise Pricing Statute” shall refer to the portion of the CFA concerning the Sale of Merchandise with a Tag or Label with the Total Selling Price, N.J.S.A. 56:8-2.5.

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

2.7 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e).

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

2.9 “Used Car Buyer’s Guide” shall refer to the form required by 16 C.F.R. 455.2 and N.J.A.C. 13:45A-26A.9(a)(3).

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

### **3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES**

3.1 Respondents shall not engage in any unfair acts or deceptive practices in the conduct of their 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 CFA, the Merchandise Pricing Statute, the Used Motor Vehicle Trade Regulation Rule and the Motor Vehicle Advertising Regulations.

3.2 Respondents shall conspicuously post the selling price of all Used Motor Vehicles Advertised, offered for Sale and/or sold, as required by the Merchandise Pricing Statute, N.J.S.A. 56:8-2.5.

3.3 Respondents shall conspicuously display on all Used Motor Vehicles Advertised, offered for Sale and/or sold, a Used Car Buyer's Guide, as required by the Used Motor Vehicle Trade Regulation Rule, 16 C.F.R. 455.2, and the Motor Vehicle Advertising Regulations, N.J.A.C. 13:45A-26A.9(a)(3).

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

4.1 On or before the Effective Date, Respondents shall pay the amount of Two Thousand and 00/100 Dollars (\$2,000.00) in settlement of the Investigation ("Settlement Payment").

4.2 The Settlement Payment consists of a civil penalty of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), pursuant to N.J.S.A. 56:8-13, and reimbursement of investigative costs of Five Hundred and 00/100 Dollars (\$500.00), pursuant to N.J.S.A. 56:8-11.

4.3 The Division acknowledges that the Settlement Payment has already been received.

4.4 Upon execution and filing of this Consent Order, Respondents shall immediately 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 to the terms herein.

#### **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 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 Parties.

5.5 Except as otherwise explicitly provided 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 owners, principals, officers, directors, managers, 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 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 their acts or practices described in or prohibited by this Consent Order are unfair, or deceptive or violate the CFA, the Merchandise Pricing Statute, the Used Motor Vehicle Trade Regulation Rule and/or the Motor Vehicle Advertising Regulations. This Consent Order is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an 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.

5.10 This Consent Order is a public document subject to the New Jersey Open Public Records Act.

5.11 This Consent Order constitutes a final agency action and shall be effective upon filing.

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

## **6. REPRESENTATIONS 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 legally bind the respective Party.

6.2 Respondents represent and warrant that they have fully read and understand this Consent Order, that they understand 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 injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents making the Settlement Payment in the manner specified in Section 4, 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 Merchandise Pricing Statute, the Used Motor Vehicle Trade Regulation Rule and the Motor Vehicle Advertising Regulations, prior to the Effective Date 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; (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 injunctive 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 injunctive provisions of this Consent Order, the CFA, the Merchandise Pricing Statute, the Used Motor Vehicle Trade Regulation Rule and/or the Motor Vehicle Advertising Regulations shall constitute a second or succeeding

violation pursuant to N.J.S.A. 56:8-13 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 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:

Bureau Chief, Office of Consumer Protection  
Division of Consumer Affairs, State of New Jersey  
Office of the Attorney General, Department of Law and Public Safety  
124 Halsey Street - 7<sup>TH</sup> Floor  
P.O. Box 45028  
Newark, New Jersey 07101

For the Respondents:

Mark J. Molz, Esq.  
1400 Route 38 East  
P.O. Box 577  
Hainesport, New Jersey 08036

IT IS ON THE 13<sup>th</sup> DAY OF July, 2010 SO ORDERED.


PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY

By:   
THOMAS R. CALCAGNI, ACTING DIRECTOR  
DIVISION OF CONSUMER AFFAIRS

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

FOR THE DIVISION:

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY


By:   
\_\_\_\_\_

Nicholas Kant  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Telephone: (973) 648-3441

Dated: July 8, 2010

FOR THE RESPONDENT:

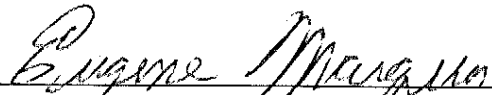
LAW OFFICE OF MARK J. MOLZ

By:  \_\_\_\_\_

Mark J. Molz, Esq.  
Law Office of Mark J. Molz  
1400 Route 38 East  
P.O. Box 577  
Hainesport, New Jersey 08036

Dated: 6/20/10, 2010

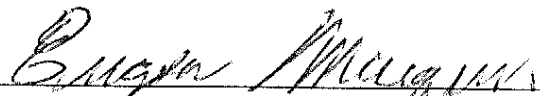
MARQUIS AUTO SALES, INC.

By:  \_\_\_\_\_

Eugene Marquis, Chief Executive Officer  
Marquis Auto Sales, Inc.  
221 Route 530  
Southampton, New Jersey 08088

Dated: 6-28, 2010

EUGENE MARQUIS

By:  \_\_\_\_\_

Eugene Marquis  
221 Route 530  
Southampton, New Jersey 08088

Dated: 6-28, 2010