

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for New Jersey Division of Consumer Affairs

FILED

October 13 2021

Division of Consumer Affairs

By: Monisha A. Kumar
Deputy Attorney General
Consumer Fraud Prosecution Section
(973) 648-3070

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

In the Matter of

LYNNES NISSAN CITY, INC. d/b/a LYNNES
NISSAN EAST; LYNNES HYUNDAI, LLC
d/b/a LYNNES HYUNDAI; and LYNNES
SUBARU, INC.,

Respondents.

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 ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -211 (“CFA”), the Regulations Governing Motor Vehicle Advertising Practices, N.J.A.C. 13:45A-26A.1 to -26A.10 (“Motor Vehicle Advertising Regulations”), and the Regulations Governing Automotive Sales Practices, N.J.A.C. 13:45A-26B.1 to -26B.4 (“Automotive Sales Practices Regulations”), have been or are being committed by Lynnes Nissan City, Inc. d/b/a Lynnes Nissan East, with a main business address of 318 Bloomfield Avenue, Bloomfield, New Jersey 07003, Lynnes Hyundai, LLC d/b/a Lynnes Hyundai, with a main business address of 318 Bloomfield Avenue, Bloomfield, New Jersey 07003,

Lynnes Nissan West, Inc., with a main business address of 59 Route 206, Stanhope, New Jersey 07874, and Lynnes Subaru, Inc., with a main business address of 318 Bloomfield Avenue, Bloomfield, New Jersey 07003, as well as by their owners, officers, directors, shareholders, founders, managers, members, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, and/or assigns (collectively, “Respondents”), in connection with Respondents’ Advertisement, offer for Sale, and Sale of Motor Vehicles (hereinafter referred to as the “Investigation”);

WHEREAS the Division alleges that Respondents violated the CFA, the Motor Vehicle Advertising Regulations, and/or the Automotive Sales Practices Regulations by, among other things: (1) double charging Consumers for fees such as online fees, motor vehicle fees, or dealer service fees where such fees were already included in the documentary fees that were also charged to Consumers; (2) failing to list the price of a Motor Vehicle on the Sales Documents; and (3) accepting Consumer credit applications that were incomplete and missing information such as income and Consumer signature;

WHEREAS Respondents deny that it has committed violations of the CFA, the Motor Vehicle Advertising Regulations and/or the Automotive Sales Practices Regulations;

WHEREAS on November 14, 2019, Respondents attended an Executive Conference with the Division;

WHEREAS the Division and Respondents (collectively, “Parties”) have reached an amicable agreement thereby resolving the issues in controversy and concluding this Investigation without the need for further action, and Respondents have 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 whenever the words and terms appear in the Consent Order:

2.1 “Additional Consumer” shall refer to any Consumer who submits to the Division, directly or through CALA or another agency, after the Effective Date, a written complaint concerning Respondents’ business practices.

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

2.3 “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 “Advertise.”

2.4 “Affected Consumer” shall refer to any Consumer who has submitted to the Division, directly or indirectly a written complaint concerning Respondents’ business practices prior to the Effective Date, whether identified in Schedule A or identified by the Division after the Effective Date.

2.5 “Aftermarket Contract[s]” shall refer to the contract pursuant to which Respondents Sold Aftermarket Merchandise to a Consumer.

2.6 “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 the RBO, retail installment contract, or Lease, such as window etching or tire protection package.

2.7 "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.

2.8 "CALA" shall refer to Consumer Affairs Local Assistance offices located within counties and/or municipalities in the State.

2.9 "Consumer" shall refer to any Person who is offered Merchandise, defined in accordance with N.J.S.A. 56:8-1(c), for Sale.

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

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

2.12 "Lease[s]" shall be defined in accordance with N.J.A.C. 13:45A-26A.3.

2.13 "Lessee" shall be defined in accordance with N.J.A.C. 13:45A-26A.3.

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

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

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

2.17 "M.S.R.P." shall mean the manufacturer's suggested retail price.

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

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

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

2.21 "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 or the reversal of credit card or debit card charges.

2.22 “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. This definition applies to other forms of the word “Sale,” Including “Sell” and “Sold.”

2.23 “Sales Document[s]” shall be defined in accordance with N.J.A.C. 13:45A-26B.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 CFA, the Motor Vehicle Advertising Regulations, and the Automotive Sales Practices Regulations.

3.2 Respondents shall not charge a documentary service fee in connection with the Sale of a Motor Vehicle unless each specific documentary service being performed is itemized, along with the price for each specific documentary service, on all Sales Documents, in accordance with N.J.A.C. 13:45A-26B.3(a)(2).

3.3 Respondents shall include the price of the Motor Vehicle (e.g., “price of unit”) on the RBO.

3.4 Respondents shall itemize all Aftermarket Merchandise and Dealer-Installed Options on the Lease, as required by N.J.S.A. 56:12-62 and 12 C.F.R. 213.4(f)(1), to the extent the form of Lease for a particular transaction has sufficient pre-printed space designated specifically for the itemization of all Aftermarket Merchandise and/or Dealer-Installed Options. In

the event the Lease does not have sufficient pre-printed space to itemize all Aftermarket Merchandise and/or Dealer-Installed Options, Respondents shall itemize Aftermarket Merchandise and/or Dealer-Installed Options on a superseding retail order form signed by the Lessee.

3.5 Respondents shall itemize all Aftermarket Merchandise and Dealer-Installed Options in the Sales Document and Aftermarket Contract, including in any instance where the total price of Aftermarket Merchandise and/or Dealer-Installed Options causes the total price of the Motor Vehicle to exceed the M.S.R.P.

3.6 Respondents shall accurately complete all Leases and Sales Documents and Aftermarket Contracts and ensure that line item values, such as deposits paid by Consumers and sales tax, are consistent in each document related to the Lease or Sale of the Motor Vehicle that are created at the time of the initial Lease or Sales transaction.

3.7 Respondents shall include the trade-in value of Motor Vehicles on all Sales Documents and shall not leave the space designated to reflect the trade-in value on the contract incomplete or list the trade-in value as "N/A" when a Consumer has made a trade-in of a Motor Vehicle.

3.8 Respondents shall not charge Consumers for Aftermarket Merchandise or Dealer-Installed Options that are not reflected in the Leases, Sales Documents, or Aftermarket Contracts.

3.9 Respondents shall accurately disclose the sale price of the Motor Vehicle on the Sales Document.

3.10 Respondents shall accurately disclose the price of Aftermarket Merchandise and/or Dealer-Installed Options on the Lease or Sales Document and on any Aftermarket Contract. Notwithstanding the foregoing, in the event the form of Lease for a particular transaction does not

have sufficient pre-printed space for listing all Aftermarket Merchandise and/or Dealer-Installed Options, Respondents shall be deemed to have satisfied the requirements of Section 3.10 if all such Aftermarket Merchandise and/or Dealer-Installed Options are separately itemized on the Lease or Sales Document and Respondents have an executed Aftermarket Contract for each Aftermarket Merchandise included in the Lease.

3.11 Respondent shall accurately disclose the price of any Dealer-Installed options on the Sales Document to the extent the Consumer was charged for the same.

3.12 Respondents shall only submit Consumer credit applications for financing approval that bear the Consumer's signature and are completed accurately. Notwithstanding the foregoing, Respondents are not responsible for any misrepresentations provided by any consumer.

3.13 Respondents shall not engage in a "bait and switch" by refusing to show, display, Sell, or Lease a Motor Vehicle at the Advertised Price, as required by the CFA, specifically N.J.S.A. 56:8-2.2, and the Motor Vehicle Advertising Regulations, specifically N.J.A.C. 13:45A-26A.4(a)(1) and (a)(2)(i).

3.14 Respondents shall not charge Consumers separately for a destination charge on any Advertised Motor Vehicle where the cost resulting from the destination charge is included in the Advertised Price and/or M.S.R.P for the Motor Vehicle, in accordance with N.J.A.C. 13:45A-26A.4.

3.15 Respondents shall not Misrepresent to Consumers in the Sales Document for Motor Vehicles that destination charges are mandatory (e.g., pre-printing "Destination & Handling: \$790.00, \$860.00, \$995.00 on any RBO), when in fact, they are not.

3.16 Respondents shall not sign any Aftermarket Contract, Lease, RBO, Sales Document, or other document on behalf of a Consumer or affix a Consumer's signature to any document.

4. AFFECTED CONSUMER COMPLAINTS

4.1 The Affected Consumers' complaints shall be forwarded to the ADR Unit to reach a resolution through binding arbitration. Respondents agree herein to consent to this arbitration process and to be bound by the arbitrator's decision. Contemporaneously with its execution of this Consent Order, Respondent shall sign and return to the Division the Agreement to Arbitrate (a copy of which is attached as Exhibit A). Respondents further agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -7. Within forty-five (45) days from the Effective Date, the Division shall provide written notification to the Affected Consumers and Respondents of the referral of the Affected Consumers' complaints to the ADR Unit to reach a resolution through binding arbitration. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit B).

4.2 If Respondents fail or refuse to participate in the ADR program, the arbitrator may enter a default against Respondents. Unless otherwise specified in the arbitration award, Respondents shall pay all arbitration awards within thirty (30) days of the arbitrator's decision. Respondents' failure or refusal to participate in the arbitration process or to pay an arbitration award timely shall constitute a violation of this Consent Order.

4.3 If an Affected Consumer fails or refuses to participate in the ADR program, that Affected Consumer's complaint shall be deemed closed for the purposes of this Consent Order.

4.4 The Parties may agree in writing to alter any time periods or deadlines set forth in

this Section.

5. ADDITIONAL CONSUMER COMPLAINTS

5.1 For a period of three (3) years from the Effective Date, the Division shall forward to Respondents copies of any Additional Consumer complaints received by the Division. The Division shall forward to Respondents the Additional Consumer complaint within thirty (30) days of the Division's receipt thereof.

5.2 After forwarding the complaint to Respondents, the Division shall notify the Additional Consumer, in writing, of the following: (a) that his/her complaint has been forwarded to Respondents; (b) that he/she should expect a response from Respondents within thirty (30) days from the date of this notice; and (c) the right to refer his/her complaint to the ADR Unit for binding arbitration if Respondents dispute the complaint and/or requested relief.

5.3 Within thirty (30) days of receiving the Additional Consumer complaint from the Division, Respondents shall send a written response to the Additional Consumer, with a copy sent by first class mail, fax or email to the following:

New Jersey Division of Consumer Affairs,
Office of Consumer Protection,
Case Initiation and Tracking Unit
124 Halsey Street, P.O. Box 45025
Newark, New Jersey 07101
Fax: (973) 648-3139
E-mail: cmt@dca.lps.state.nj.us

5.4 If Respondents do not dispute the Additional Consumer's complaint and requested relief, Respondents written response to the Consumer shall so inform the Additional Consumer. Respondents shall contemporaneously provide Restitution to the Additional Consumer. Where Restitution concerns the reversal of credit card or debit card charges, Respondents shall include documents evidencing that such adjustments have been made. Where Restitution concerns a refund

or other payment, such shall be made to the Additional Consumer by check or money order made payable to the Additional Consumer.

5.5 If Respondents dispute the Additional Consumer's complaint and/or requested relief, Respondents' written response to the Consumer shall include copies of all documents concerning Respondents' dispute of the Additional Consumer's complaint.

5.6 Within forty-five (45) days of receiving from the Division the Additional Consumer's complaint, Respondents shall provide the Division with written notification as to whether the Additional Consumer's complaint has been resolved. Such notification shall include the following:

- (a) The Additional Consumer's name and address;
- (b) Whether or not the Additional Consumer's complaint has been resolved;
- (c) The Restitution provided to the Additional Consumer along with an acknowledgment from the Consumer that their complaint has been resolved;
- (d) Copies of all documents evidencing any Restitution provided to the Additional Consumer;
- (e) Confirmation that Respondents sent all mailings to the Additional Consumer as required by this Section; and
- (f) In the event Respondents written response and/or Restitution to the Additional Consumer was returned as undeliverable, the efforts Respondents have undertaken to located the Additional Consumer.

5.7 Following the Division's receipt and verification that an Additional Consumer's complaint has been resolved, the Additional Consumer's complaint shall be deemed closed for purposes of this Consent Order.

5.8 If within sixty (60) days of Respondents' receipt of the Additional Consumer's complaint: (a) Respondents have not notified the Division that the Additional Consumer's

complaint has been resolved; (b) Respondents have notified the Division that the Additional Consumer's complaint has not been resolved; or (c) Respondents have notified the Division that the Additional Consumer refuses Respondents' offer of Restitution, the Division shall forward such Additional Consumer complaint to the ADR Unit for binding arbitration. Respondents agree herein to consent to this arbitration process and to be bound by the arbitrator's decision. Respondents further agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to -7. The Division shall notify any such Additional Consumer and Respondents of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit B).

5.9 If Respondents refuse to participate in the ADR program, the arbitrator may enter a default against Respondents. Unless otherwise specified in the arbitration award, Respondents shall pay all arbitration awards within thirty (30) days of the arbitrator's decision.

5.10 Respondents' failure or refusal to comply with the requirements of Sections 3.1 through 3.15, Sections 5.3 through 5.6, to participate in the arbitration process, and/or pay an arbitration award timely shall constitute a violation of this Consent Order. Under these circumstances, the Division shall provide written notice to Respondent of any such non-compliance. If Respondent does not cure such non-compliance within ten (10) business days of receipt of the written notice, the Division may unilaterally discontinue the Additional Consumer complaint resolution process upon written notice to Respondent.

5.11 If an Additional Consumer refuses to participate in the ADR program, that Additional Consumer's complaint shall be deemed closed for the purposes of this Consent Order.

5.12 The Parties may agree in writing to alter any time periods or deadlines set forth in

this Section.

6. SETTLEMENT AMOUNT

6.1 The Parties have agreed to a settlement of the Investigation in the amount of Forty-Six Thousand Three Hundred Eighty-One and 01/100 Dollars (\$46,381.01) (“Settlement Amount”).

6.2 The Settlement Amount is comprised of Thirty-Three Thousand Five Hundred and 00/100 Dollars (\$33,500.00) as civil penalties, pursuant to N.J.S.A. 56:8-13; Five Thousand Seven Hundred Sixty-One and 51/100 Dollars (\$5,761.51) as reimbursement of the Division’s investigative costs, pursuant to N.J.S.A. 56:8-11; and Seven Thousand One Hundred Nineteen and 50/100 Dollars (\$7,119.50) as reimbursement of the Division’s attorneys’ fees, pursuant to N.J.S.A. 56:8-19.

6.3 Respondent shall pay Twenty-Six Thousand Three Hundred Eighty-One and 01/100 (\$26,381.01) of the Settlement Amount (“Settlement Payment”) within thirty (30) days the Effective Date.

6.4 The remaining Twenty Thousand and 00/100 (\$20,000.00) of the Settlement Amount shall be suspended and automatically vacated (“Suspended Penalty”) at the expiration of one (1) year from the Effective Date, provided:

- a. Respondents comply in all material respects with the required and prohibited business practices as set forth in Section 3;
- b. Respondents do not engage in any acts or practices in violation of the CFA, the Motor Vehicle Advertising Regulations, and the Automotive Sales Practices Regulations;
- c. Respondents make the Settlement Payment in accordance with Section 6.3.

6.5 The Settlement Payment shall be by certified or cashier’s check, money order, credit card or wire transfer made payable to the “New Jersey Division of Consumer Affairs” and

forwarded to:

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

6.6 Upon making the Settlement Payment, Respondents shall immediately be fully divested of any interest in, or ownership of, the monies paid. 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.

6.7 In the event Respondents fail to comply with the requirements of Section 6.4, the Division shall provide Respondents with notice seeking payment of the Suspended Penalty (“Notice of Noncompliance”). Respondents shall be afforded a fifteen (15) day period from receipt of the Notice of Noncompliance within which to cure any noncompliance (“Cure Period”). In the event that Respondents cure the noncompliance within the Cure Period, the Suspended Penalty 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 Suspended Penalty and/or commence additional enforcement efforts.

6.8 In the event Respondents subsequently fail to comply with the requirements of Section 6.4, in lieu of issuing another Notice of Noncompliance, the Division may file a Certificate of Debt for the Suspended Penalty and/or commence additional enforcement efforts.

7. GENERAL PROVISIONS

7.1 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.

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

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 This Consent Order shall be binding upon Respondents as well as any Person through which they may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

7.8 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 be used to avoid compliance with this Consent Order.

7.9 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 the Respondents; and (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 Motor Vehicle Advertising Regulations, or the Automotive Sales Practices Regulations

7.10 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 herein; or (b) any action or proceeding involving a Released Claim (as defined in Section 8) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

7.11 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.

7.12 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.

7.13 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.

8. RELEASE

8.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondents making the Settlement Payment as specified in Section 6, the Division hereby agrees to release Respondents 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 Respondents for violations of the CFA, the Motor Vehicle Advertising Regulations, and the Automotive Sales Practices Regulations arising out of the Investigation, as well as the matters specifically addressed in this Consent Order (“Released Claims”).

8.2 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.

9. PENALTIES FOR FAILURE TO COMPLY

9.1 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.

9.2 The Parties agree that any future violations by Respondents of the provisions of Section 3 of this Consent Order, the CFA, the Motor Vehicle Advertising Regulations and/or the Automotive Sales Practices Regulations shall constitute a second and succeeding violation pursuant to N.J.S.A. 56:8-13, and that Respondents may be liable for enhanced civil penalties.

10. COMPLIANCE WITH ALL LAWS

10.1 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 hereafter may be amended, or as granting permission to engage in any acts or practices prohibited by 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 hereafter may 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.

9. NOTICES UNDER THIS CONSENT ORDER

9.1. 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 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:

Monisha A. Kumar, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

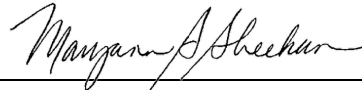
For Respondents:

Perry A. Pittenger, Esq.
Schiller, Pittenger & Galvin P.C.
1771 Front Street, Suite D
Scotch Plains, New Jersey 07076

IT IS ON THE _____ 13th _____ DAY OF _____ October _____, 2021 SO
ORDERED.

ANDREW J. BRUCK
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 BESIDE THEIR RESPECTIVE SIGNATURES.**

FOR THE DIVISION:

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: Monisha A. Kumar Dated: August 31, 2021

Monisha A. Kumar
Deputy Attorney General
Consumer Fraud Prosecution Section

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

FOR RESPONDENTS

PERRY A. PITTENGER, ATTORNEY AT LAW

By: _____ Dated: _____, 2021

Perry A. Pittenger, Esq.
Schiller, Pittenger & Galvin P.C.

1771 Front Street, Suite D
Scotch Plains, New Jersey 07076

LYNNES NISSAN CITY, INC. d/b/a LYNNES NISSAN EAST

By: _____ Dated: _____, 2021

Sign Name
Print Name: _____
Print Title: _____
Address: _____

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

FOR THE DIVISION:

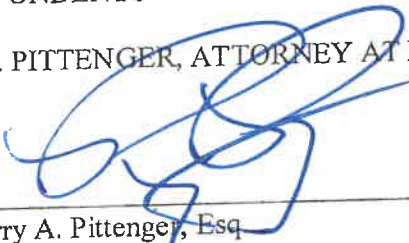
ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____ Dated: _____, 2021
Monisha A. Kumar
Deputy Attorney General
Consumer Fraud Prosecution Section

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

FOR RESPONDENTS

PERRY A. PITTENGER, ATTORNEY AT LAW

By: _____ Dated: 8/30, 2021

Perry A. Pittenger, Esq.
Schiller, Pittenger & Galvin P.C.

1771 Front Street, Suite D
Scotch Plains, New Jersey 07076

LYNNES NISSAN CITY, INC. d/b/a LYNNES NISSAN EAST

By: _____ Dated: _____, 2021
Sign Name
Print Name: _____
Print Title: _____
Address: _____

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

FOR THE DIVISION:

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____ Dated: _____, 2021
Monisha A. Kumar
Deputy Attorney General
Consumer Fraud Prosecution Section

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


FOR RESPONDENTS

PERRY A. PITTENGER, ATTORNEY AT LAW


By: _____ Dated: _____, 2021
Perry A. Pittenger, Esq.
Schiller, Pittenger & Galvin P.C.

1771 Front Street, Suite D
Scotch Plains, New Jersey 07076


LYNNES NISSAN CITY, INC. d/b/a LYNNES NISSAN EAST

By:  _____ Dated: 8/12, 2021
Sign Name
Print Name: Dominick
Print Title: owner / dealer principal
Address: 312 Bloomfield Ave Bloomfield NJ 07003

LYNNES HYUNDAI, LLC d/b/a LYNNES HYUNDAI

By:  Dated: 8/12, 2021
Sign Name
Print Name: Dominick Tozzo
Print Title: owner/dealer principal
Address: 318 Bloomfield Ave Bloomfield NJ 07003

LYNNES SUBARU, INC.

By:  Dated: 8/12, 2021
Sign Name
Print Name: Dominick Tozzo
Print Title: owner/dealer principal
Address: 318 Bloomfield Ave Bloomfield NJ 07003

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CONSUMER AFFAIRS
ALTERNATIVE DISPUTE RESOLUTION UNIT
153 Halsey Street - Seventh Floor
Newark, New Jersey 07101
(973) 504 - 6100

Arbitration Program

PLEASE REVIEW THIS DOCUMENT. SIGN IT AND RETURN IT TO THIS OFFICE IN THE SELF STAMPED ENVELOPE NO LATER THAN 10 DAYS AFTER RECEIVING THIS AGREEMENT. KEEP A COPY FOR YOUR OWN RECORDS.

INTRODUCTION

In order to resolve a pending dispute that resulted in the filing of a complaint with or against a State agency, you have agreed to participate in an arbitration conducted by the **Alternative Dispute Resolution Unit ("ADR Unit")** of the New Jersey Department of Law and Public Safety's Division of Consumer Affairs.

Arbitration is a process in which a trained volunteer reviews the facts of the case and the issues in question in order to come up with a final decision which will resolve the controversy. Although the arbitrator is not a judge, the decision issued is final and binding on the parties who have agreed to participate in arbitration as a method of settling a dispute.*

There are certain of your rights that may be altered by participating in arbitration and there are certain agreements to which you must be willing to commit in order for this process to be successful in resolving your complaint. Completion of the "Agreement to Arbitrate" is designed to ensure that you understand the process involved, as well as the impact of a completed arbitration.

By signing this form, you agree to comply with its terms and with the terms of any agreed upon resolution, as set forth below.

DISCLOSURE

Before agreeing to participate in arbitration, all parties must be aware that the arbitrator's decision is final and binding and after a decision has been issued the parties cannot use any process, including the court system, to seek further relief for the dispute at hand. Essentially, once an arbitration has been completed and a decision issued, there is no more dispute. Consequently, decisions are issued as conclusions only. There will be no findings of fact, and no opinion or rationale given by the arbitrator. In short, the arbitrator's award is final, binding and prevents either party from looking for further assistance through any other process.

* There are only a very few instances in which an arbitration can be reviewed by a court or reconsidered by the arbitrator. An arbitrator's award is final and usually not subject to review by the courts unless it can be shown that fraud, corruption, or misconduct occurred in the process of arbitration or by the arbitrator. This is not legal advice nor is it a legal interpretation upon which any party can rely. At no time can any member of the ADR Unit, including the arbitrator, offer or provide any form of legal advice to a participant in dispute resolution.

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION ON CONSUMER AFFAIRS
ALTERNATIVE DISPUTE RESOLUTION UNIT

AGREEMENT TO ARBITRATE

By signing this form and participating in the arbitration process, I hereby state that I understand and agree with the following:

1. I am willingly and voluntarily participating in arbitration;
2. I will participate fully in the arbitration process and participate in good faith at all times;
3. I will not subpoena or ask the arbitrator or any member of the ADR staff and its legal counsel to testify or divulge any records or information from the arbitration process in any judicial, administrative or other proceeding or action;
4. I agree that neither the arbitrator nor the staff of the ADR Unit will be liable in anyway for damages or injunctive relief for any act or omission in connection with the arbitration conducted in accordance with the rules, procedures and guidelines provided to me before the start of the session;
5. I agree that arbitration sessions are to be private and that persons other than the parties, their attorney or other representative, the director of the ADR Unit or an authorized representative and the arbitrator may attend the proceedings only with the permission and agreement of both parties and the arbitrator;
6. I will not record the arbitration session by or with any electronic or other recording or stenographic device;
7. I will comply with all the rules, procedures and guidelines set out in the document and established by the arbitrator at the start of the session;
8. There will be no finding of fact, and no opinion or rationale provided by the arbitrator.

I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND THE RULES SET FORTH ABOVE. THE ARBITRATION PROCESS HAS BEEN EXPLAINED TO ME AND ALL OF MY QUESTIONS HAVE BEEN ANSWERED. I UNDERSTAND THAT I DO NOT HAVE TO PARTICIPATE IN THIS ARBITRATION PROGRAM AND THAT PARTICIPATION IS NOT A PRECONDITION TO SEEKING ANY OTHER RELIEF PRIOR TO THE BEGINNING OF THE ADR PROCESS. I AM AWARE AND AGREE THAT ONCE I HAVE SIGNED THIS AGREEMENT TO ARBITRATE I MAY NO LONGER WITHDRAW FROM THIS ARBITRATION PROCESS. ALSO, WHEN A DECISION IS REACHED ALL PARTIES ARE BOUND BY THAT DECISION. MOREOVER, THAT DECISION IS BINDING AND PREVENTS EITHER PARTY FROM PURSUING ADDITIONAL RELIEF RELATED TO THIS MATTER IN ANY OTHER FORUM OR THROUGH ANY OTHER PROCESS.

COMPLAINANT

Signature

Print Name

Address

City, State, and Zip Code

Date

RESPONDENT


Signature

 John Marrero
Print Name

318 Bloomfield Ave
Address

Bloomfield NJ 07003
City, State, and Zip Code

9/1/2021
Date

SCHEDULE A
Affected Consumers

Consumer	Date of Transaction
	9/24/2016
	12/29/2019
	9/18/2018
	8/22/2016
	8/13/2019
	5/9/2018
	3/5/2020
	2/8/2019
	2/8/2020
	8/25/2018
-	10/9/2019
	6/23/2015
,	7/13/2018