

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

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SUPERIOR COURT
2015 MAR 17 P 3:02
MORRIS COUNTY
CIVIL DIVISION

By: Erin M. Greene (#014512010)
Deputy Attorney General
Consumer Fraud Prosecution Section
[REDACTED]

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MORRIS COUNTY
DOCKET NO.: MRS-C-

JOHN J. HOFFMAN, Acting Attorney
General of the State of New Jersey, and
STEVE C. LEE, Acting Director of the New
Jersey Division of Consumer Affairs,

Plaintiffs,

v.

RLMB, INC.; MICHAEL L. BLOOM,
individually and as owner, manager,
operator, representative and/or agent of
RLMB, 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 RLMB,
INC.; and XYZ CORPORATIONS 1-10,

Defendants.

Civil Action

COMPLAINT

Plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey ("Attorney General"), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs

("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, among other things, concerning the condition and prior use of 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, RLMB, Inc. ("RLMB") and Michael L. Bloom (collectively "Defendants") have been engaged in the retail sale of used motor vehicles to consumers in the State and elsewhere through the internet and at the dealership location. In so doing, Defendants have 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 conspicuously post the total selling price of used motor vehicles; (c) requiring consumers to sign blank sales documents; and (d) permitting third parties to advertise, offer for sale and/or sell used motor vehicles that were titled to RLMB. 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 Morris County, pursuant to R. 4:3-2, because it is a county in which Defendants have advertised and/or conducted business and maintained a principal place of business.

5. RLMB is a Domestic For-Profit Corporation established in the State on February 24, 1998. Upon information and belief, RLMB is currently operating at its business address of 1345 Route 46, Ledgewood, New Jersey 07852.

6. The registered agent in the State for RLMB is Michael L. Bloom, who maintains a registered agent address located at 36 Parkview Drive, Succasunna, New Jersey 07876.

7. At all relevant times, Michael L. Bloom ("Bloom") has been an owner, manager, operator, representative and/or agent of RLMB and has controlled, directed and participated in the management and operation of that entity. At all relevant times, Bloom has resided at [REDACTED]

[REDACTED]

8. 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 RLMB 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.

9. 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. Defendants' Business Generally:

10. Upon information and belief, since at least March 1998, Defendants have operated a motor vehicle dealership in the State and have engaged in the retail sale of used motor vehicles.

11. At all relevant times, Defendants have maintained a website at www.rlmbautosales.com ("RLMB Website").

12. At all relevant times, Defendants have advertised, and otherwise have offered used motor vehicles for sale to consumers in this State and elsewhere through the RLMB Website.

13. Upon information and belief, Defendants customarily accept trade-in vehicles from consumers as part of their sales transactions.

**B. Defendants' Advertisement,
Offering for Sale and Sale of Used Motor Vehicles:**

14. In their advertisements and otherwise, Defendants have failed to disclose that an advertised used motor vehicle was previously used as a rental vehicle.

15. In their advertisements and otherwise, Defendants have failed to disclose that an advertised used motor vehicle was previously damaged and was subjected to substantial repair and body work.

16. Defendants have advertised and/or offered for sale used motor vehicles at their dealership location that did not have the Federal Trade Commission ("FTC") Used Car Buyers Guide prominently displayed on the used motor vehicle, which indicates whether the used motor vehicle comes with a warranty and requires the disclosure of certain other information to consumers.

17. Defendants have advertised and/or offered for sale used motor vehicles at their dealership location that did not have the total selling price conspicuously posted.

18. Defendants have advertised and/or offered for sale used motor vehicles through the RLMB Website without including the required statement that "price(s) include(s) all costs to be paid by a consumer, except for licensing costs, registration fees and taxes."

19. Defendants have failed to issue the warranties required under the UCLL, e.g. selling a used motor vehicle "as-is" when the used motor vehicle qualified for a 60 day or 2,000 mile UCLL warranty.

20. Defendants have failed to remit the \$.50 administrative fee to the Division of Consumer Affairs ("Division") for each used motor vehicles sold.

21. Defendants have failed to provide consumers with title and registration to used motor vehicles prior to the expiration of temporary title and/or registration.

22. Defendants have required that consumers sign blank sales documents.

23. Defendants have failed to itemize all documentary service fees, e.g. by accepting, charging, or obtaining from a consumer monies 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 sales document the price of each specific documentary service.

24. Defendants have failed to include on the front of any sales document that includes a documentary service fee, the statement that “You have the right to a written itemized price for each specific documentary which is to be performed.”

25. Defendants have permitted third parties to advertise, offer for sale and/or sell used motor vehicles titled to RLMB through the website www.craigslist.com, a centralized network of online communities featuring classified advertisements with sections devoted to merchandise including, but not limited to, used motor vehicles (“Craigslist”).

26. Defendants have sold an additional and unnecessary product, commonly called Guaranteed Auto Protection (“GAP”) coverage, to consumers who purchased a used motor vehicle from RLMB.

27. Defendants have failed to properly dispose of license plates left on used motor vehicles traded into RLMB.

28. Defendants have permitted third parties to use license plates left on used motor vehicles traded into RLMB for improper purposes, i.e. placing the license plates on the used motor vehicles advertised by third parties on Craigslist, which were neither registered nor insured, to create the appearance that the used motor vehicles were owned by a private party and were registered and insured.

COUNT I

**VIOLATION OF THE CFA BY DEFENDANTS
(UNCONSCIONABLE COMMERCIAL PRACTICES)**

29. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 28 above as if more fully set forth herein.

30. 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 . . .

31. Since at least 1998, RLMB, through Bloom as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have entered into or have attempted to enter into various retail transactions with consumers in this State and elsewhere for the sale of used motor vehicles.

32. In so doing, RLMB, through Bloom as well as its owners, officers, director, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have engaged in the use of unconscionable commercial practices, misrepresentations and/or the knowing concealment, suppression or omission of material facts.

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

- a. Offering for sale used motor vehicles without disclosing the prior use of the vehicles (i.e. rental);
- b. Offering for sale used motor vehicles without disclosing the prior damage to the vehicles;
- c. Offering for sale used motor vehicles without an FTC Used Car Buyers Guide;

- d. Offering for sale used motor vehicles without having the total selling price conspicuously posted;
 - e. Failing to provide vehicle license plates, title and registration prior to the expiration of the temporary title and/or registration;
 - f. Permitting the advertisement, offering for sale and/or sale of used motor vehicles that were titled to RLMB by third parties on Craigslist;
 - g. Selling additional and unnecessary GAP insurance coverage to consumers who purchased a used motor vehicle;
 - h. Selling used motor vehicles “as-is” when the vehicle qualified for a warranty under the UCLL;
 - i. Failing to properly dispose of license plates left on used motor vehicles traded into RLMB;
 - j. Allowing third parties to use license plates left on used motor vehicles traded into RLMB for an improper purpose (i.e. placing the license plates on used motor vehicles that were neither registered nor insured, in order to create the impression that such was the case);
 - k. Requiring consumers to sign blank sales documents;
 - l. Offering for sale used motor vehicles without disclosing to consumers that the price posted did not include licensing costs, registration fees and taxes.
34. Each unconscionable commercial practice by Defendants constitutes a separate

violation of the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATION OF THE CFA BY DEFENDANTS (MISREPRESENTATIONS AND KNOWING OMISSIONS OF MATERIAL FACT)

35. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 34 above as if more fully set forth herein.

36. Defendants’ conduct in violation of the CFA includes, but is not limited to, the following misrepresentations:

- a. Misrepresenting that a used motor sold required additional GAP insurance coverage, when such is not the case; and
- b. Misrepresenting the condition of used motor vehicles advertised and offered for sale.

37. Defendants' 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;
- b. Failing to disclose to consumers prior to purchase the prior use of the used motor vehicle advertised and/or offered for sale;
- c. Failing to itemize all documentary service fees on a sales documents;
- d. Failing to include the required consumer notice concerning documentary service fees on all sales documents which contain a documentary service fee; and
- e. Failing to disclose that the price posted for used motor vehicles advertised and offered for sale through the RLMB Website did not include licensing costs, registration fees and taxes.

38. Each misrepresentation and/or knowing omission of material fact by Defendants

constitutes a separate violation of the CFA, N.J.S.A. 56:8-2.

COUNT III

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

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

40. 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.]

41. 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.]

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

43. Each instance and each day where Defendants 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 IV

VIOLATION OF THE MOTOR VEHICLE ADVERTISING REGULATIONS BY DEFENDANTS (FAILURE TO MAKE REQUIRED DISCLOSURES)

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

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

46. 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).]

47. 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.]

48. Third, the Motor Vehicle Advertising Regulations provide that an advertisement offering for sale a used motor vehicle include the following:

2. A statement that 'price(s) include(s) all costs to be paid by a consumer, except for licensing costs, registration fees, and taxes'. If this statement appears as a footnote, it must be set forth in at least 10 point type. For purposes of this subsection, 'all costs to be paid by a consumer' means manufacturer-installed options, freight, transportation, shipping, dealer preparation, and any other costs to be borne by a consumer except licensing costs, registration fees, and taxes;

[N.J.A.C. 13:45A-26A.5(a)(2).]

49. Fourth, 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:

1. A copy of any printed advertisement that quotes a price for the sale or lease of that vehicle, alternatively, a tag may be attached to the motor vehicle(s) stating the advertised price[;]

....

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.]

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

- a. Failing to disclose that an advertised used motor vehicle was previously used as a rental vehicle;
- b. Failing to disclose that an advertised used motor vehicle was previously damaged and was subjected to substantial repair and body work;
- c. Failing to post the FTC 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; and
- d. In their advertisements for used motor vehicles on the RLMB Website, failing to disclose the required statement that "price(s) include(s) all costs to be paid by the consumer, except for licensing costs, registration fees, and taxes."

51. Defendants' 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.5(a)(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 V

VIOLATION OF THE AUTOMOTIVE
SALES PRACTICE REGULATIONS BY DEFENDANTS

52. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 51 above as if more fully set forth herein.

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

54. 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 a documentary service.

[N.J.A.C. 13:45A-26B.1.]

55. The Automotive Sales Regulations define “documentary service” as follows:

...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 or lease of a motor vehicle.

[N.J.A.C. 13:45A-26B.1.]

56. 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

-
- 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(i), (iii).]

57. Defendants’ 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 which contain a documentary service fee.

58. Defendants’ conduct constitutes multiple violations of the Automotive Sales Regulations, N.J.A.C. 13:45A-26B.2(a)2(i) and (iii), each of which constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

COUNT VII

VIOLATION OF THE UCLL BY DEFENDANTS (WARRANTY VIOLATIONS)

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

60. The UCLL, N.J.S.A. 56:8-69, 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:

....

- 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.]

61. Defendants violated the UCLL by engaging in conduct including, but not limited to, selling two (2) used motor vehicles “as-is” when both the vehicles qualified for a 60 day or 2,000 mile warranty and selling one (1) used motor vehicle “as-is” when the vehicle qualified for a 30 day or 1,000 mile warranty.

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

COUNT IX

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

63. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 62 above as if more fully set forth at length herein.

64. 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.

65. 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....

66. 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.

67. From at least 1998 to the present, RLMB has functioned as a “dealer” within the meaning of the UCLL and UCLL Regulations.

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

69. Since at least 2007, Defendants have failed to remit the UCLL fees as required by N.J.A.C. 13:45A-26F.6(b).

70. Since at least 2007, Defendants have failed to submit the documentation required by N.J.A.C. 13:45A-26F.6(b) to the Division’s UCLL Unit.

71. Each failure by Defendants to timely remit the administrative fees and/or documentation concerning the used motor vehicles Defendants 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.

COUNT X

VIOLATION OF THE CFA, THE MOTOR VEHICLE ADVERTISING REGULATIONS, THE AUTOMOTIVE SALES REGULATIONS, THE UCLL, AND/OR THE UCLL REGULATIONS BY BLOOM

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

73. At all relevant times, Michael Bloom (“Bloom”) has been an owner, manager, operator, representative and/or agent of RLMB and has controlled, directed and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

74. Bloom’s conduct makes him personally liable for the violations of the CFA, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations, the UCLL, and/or the UCLL Regulations committed by RLMB.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, the Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that the acts and omissions of Defendants 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 Defendants and their 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 their 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 this Complaint;

- (c) Directing the Defendants 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 Defendants 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 Defendants 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 J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By:




Erin M. Greene
Deputy Attorney General

Dated: March 17, 2015
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, the Motor Vehicle Advertising Regulations, the Automotive Sales Regulations, the UCLL and/or the UCLL Regulations is not the subject of any other action pending in any other court of this State. I am aware that private contract and other actions have been brought against the Defendants, but have no direct information that any such actions involve consumer fraud allegations. 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 J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 


Erin M. Greene
Deputy Attorney General

Dated: March 17, 2015
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 J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs


By: 
Erin M. Greene
Deputy Attorney General

Dated: March 17, 2015
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

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

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 
Erin M. Greene
Deputy Attorney General

Dated: March 17, 2015
Newark, New Jersey