

**THE CITY OF NEW YORK**  
**OFFICE OF ADMINISTRATIVE TRIALS & HEARINGS, TRIALS DIVISION**

**NYC DEPARTMENT OF CONSUMER AND  
WORKER PROTECTION,**

Petitioner,

-against-

**J.F. MOTORS, LLC, J.F. MOTORS 2, INC.,  
BEST LUXURY MOTORS 2, LLC, NYC  
MOTORCARS OF FREEPORT CORP., and  
FAISAL KHAN, individually, as member,  
owner, and officer of J.F. Motors, LLC, J.F.  
Motors 2, Inc., and Best Luxury Motors 2, LLC,**

Respondents.

**PETITION**

OATH Index No. 220773

The New York City Department of Consumer and Worker Protection (“DCWP” or “the Department”) brings this action against Respondents J.F. Motors, LLC d/b/a World Auto (“World Auto”), J.F. Motors 2, Inc., Best Luxury Motors 2, LLC d/b/a Luxury Automotive Club, NYC Motorcars of Freeport Inc., and Faisal Khan (together, “Respondents”), and alleges as follows:

**INTRODUCTION**

1. Respondents are an interconnected web of second-hand automobile dealers (“SHADs”) and their owner, who, together, are engaged in a systematic scheme to defraud New York City consumers. The central element of their scheme is selling fake “certified pre-owned” automobiles to consumers for thousands of dollars more than their advertised prices, a practice Respondents have engaged in hundreds of times.

2. Respondents’ certified pre-owned (“CPO”) scam is effective and profitable because many consumers are particularly attracted to CPO automobiles. Although there is no national standard for CPO automobiles, they are considered to be in better condition, are subject to more

rigorous inspections, have a clean history, and are backed by a special warranty.<sup>1</sup> Many consumers are willing to pay a premium for the reassurance that they are buying a quality car that will not require expensive repairs.<sup>2</sup>

3. Consumer Reports estimates that CPO automobiles sell for \$850 to \$3,000 more than their non-CPO counterparts.<sup>3</sup> And a Cars.com analysis of 200,000 late-model used cars found that CPO automobiles were advertised for an average of \$1,017 more than the same models with no certification.<sup>4</sup>

4. Eager to cash in, Respondents have been for years claiming that *all* of their automobiles are CPO. World Auto has even called itself “THE HOME OF CERTIFIED PRE-OWNED VEHICLES.” Nothing could be further from the truth.

5. Respondents notionally participate in a CPO program sponsored by the National Independent Automobile Dealers Association (“NIADA”). All NIADA CPO automobiles (1) must pass a 125-point inspection, (2) are backed by a free 10-year/100,000-mile powertrain warranty, and (3) come with a vehicle history report. Respondents promise all of these CPO benefits to consumers, but they do not deliver a single one.

6. Even worse, Respondents sell *all* their second-hand automobiles at prices greater than the advertised prices. Respondents misrepresent to consumers that the higher prices are due at least in part to a mandatory certification fee, a practice that flagrantly violates the New York

---

<sup>1</sup> See J.D. Power N.A.D.A. Guides, *What is a CPO Car? CPO Cars vs Used Cars*, <https://www.nadaguides.com/Cars/Certified-Pre-Owned/What-is-a-CPO-Car> (last accessed Sept. 10, 2021); Kelley Blue Book, *A Guide to Certified Pre-Owned Cars*, <https://www.kbb.com/certified-pre-owned/> (last accessed Sept. 10, 2021); Jon Linkov, Mike Monticello, Consumer Reports, *The Truth About Certified Pre-Owned Cars* (Aug. 3, 2021), <https://www.consumerreports.org/used-cars/the-truth-about-certified-pre-owned-cars-a8333898965/>; Kelsey Mays, Cars.com, *Are Certified Pre-Owned Cars Worth It?* (Aug. 31, 2020), <https://www.cars.com/articles/are-certified-pre-owned-cars-worth-it-426164/>.

<sup>2</sup> See J.D. Power, *supra.*; Kelley Blue Book, *supra.*

<sup>3</sup> See Linkov, *supra.*

<sup>4</sup> See Mays, *supra.*

City Consumer Protection Law (“CPL”) and the SHAD laws and rules, and is expressly prohibited by NIADA.

7. Even though NIADA CPO vehicles come with a free warranty, Respondents illegally require some consumers to purchase vehicle service contracts (“VSCs”). But when those same consumers attempt to have repairs done under the VSC, they are told by the VSC administrator that there is no record of their VSC on file. In essence, Respondents forced these consumers to pay thousands of dollars for nothing.

8. After all that, Respondents still are not finished abusing their customers. Among other things, Respondents fleece buyers from out of state by misrepresenting to them the amount paid to government agencies on their behalf for tax, title, and registration; fail to provide consumers with accurate information about financing and the NYC Used Car Cancellation Option; purport to grant themselves a unilateral right to cancel or renegotiate retail instalment contracts (“RICs”)—and charge the consumer a fee for it—through illegal contingency clauses; and fail to offer Spanish language documents to consumers with whom they negotiate a deal in Spanish.

9. Finally, Respondents frequently use sales documents that identify as the seller different entities within their web of companies. As a result, anyone seeking to hold Respondents accountable is left asking “who exactly sold this car?”

10. Ultimately, every consumer who buys a car from Respondents is a victim, and the harms suffered are compounded upon one another. None of Respondents’ customers get the promised benefit of owning a CPO automobile, estimated conservatively to be worth at least \$850. And Respondents’ customers pay an average of \$7,037 above Respondents’ advertised prices. Because Respondents finance their automobiles at an average annual percentage rate of 11.14%

for 72 months, Respondents' typical customer is fleeced for \$10,539.<sup>5</sup> Consumers who are coerced into buying worthless VSCs are robbed of an additional \$4,984,<sup>6</sup> and customers from out-of-state are taken for an additional \$284.<sup>7</sup>

11. Respondents' deceptive and illegal conduct violates the CPL and DCWP's licensing laws, codified in Chapters One, Two and Five of the New York City Administrative Code ("NYC Code"); and the DCWP Rules, codified in Title Six of the Rules of the City of New York ("RCNY" or "Rules").

12. By this proceeding, and as against Respondents, DCWP seeks restitution for aggrieved consumers, civil penalties, the revocation of all SHAD licenses issued to Respondents, and such other relief as authorized by section 2203(h) of Chapter 64 of the New York City Charter ("Charter") and the NYC Code.

## **PARTIES**

13. DCWP is a mayoral agency of the City of New York responsible for protecting and enhancing the daily economic lives of New Yorkers to create thriving communities. DCWP is charged with the protection and relief of the public from deceptive, unfair, and unconscionable practices, and for the maintenance of standards of integrity, honesty, and fair dealing among persons engaging in licensed activities. Charter section 2203(h) and Chapter 20 of the NYC Code authorize DCWP to enforce the licensing laws and rules governing SHADs and the CPL.

14. Respondent JF Motors, LLC d/b/a World Auto is a New York Limited Liability Company. World Auto was licensed to conduct business as a SHAD at 4309 Northern Boulevard,

---

<sup>5</sup> Including applicable sales tax at New York City rate of 8.875%.

<sup>6</sup> Average price of undelivered VSC plus finance charges of 11.14% APR for 72 months, and applicable sales tax at New York City rate of 8.875%.

<sup>7</sup> Average difference between government fees collected and government fees paid on consumer's behalf plus finance charges of 11.14% APR for 72 months. Sales tax inapplicable.

Queens, New York under DCWP license number 1326676 from July 22, 2009 until its license expired on August 14, 2021. World Auto filed Articles of Dissolution with the State of New York Department of State (“DOS”) on December 22, 2020.

15. Respondent JF Motors 2, Inc. (“JF2”) is a New York Domestic Business Corporation. Its principal executive offices are located at 6020 Northern Boulevard., Queens, New York. JF2 has been licensed to conduct business as a SHAD at 6020 Northern Boulevard under DCWP license number 2003106 since January 31, 2014. Since 2014, Respondents have done business at this location under various trade names, including Auto Solution, NYC Motorcars, NYC Motorcars of Woodside, and Luxury Automotive Club. JF2 filed a certificate of assumed name on October 19, 2018 to do business as NYC Motorcars at this location, and then on February 7, 2020, filed a new certificate of assumed name to do business as Luxury Automotive Club. JF2 has never notified DCWP of its use of any trade name for this location, even though they are required by law to do so.<sup>8</sup> Hereinafter, the term “JF2 at 6020” refers to the JF2 dealership located at 6020 Northern Boulevard.

16. JF2 has also been licensed to conduct business as a SHAD at 5511 Northern Boulevard, Queens, New York under DCWP license number 2072899 since June 7, 2018. JF2 uses the assumed name Automania at this location, and duly notified DCWP of same. Hereinafter, the term “Automania” refers to JF2 d/b/a Automania at 5511 Northern Boulevard.

17. Respondent Best Luxury Motors 2, LLC d/b/a Luxury Automotive Club (“LAC”) is a New York Limited Liability Company that has been licensed to conduct business as a SHAD at 6107 Northern Boulevard, Queens, New York under DCWP license number 2094591 since February 9, 2020. Although LAC notified DCWP of its assumed name Luxury Automotive Club,

---

<sup>8</sup> See NYC Code § 20-113.

there is no record of LAC ever filing a certificate of assumed name with the DOS.

18. NYC Motorcars of Freeport Corp. is a New York Domestic Business Corporation located at 415 W. Sunrise Highway, Freeport, Nassau County, New York, that illegally deals in second-hand automobiles in New York City without a license.

19. Respondents' business entities are completely intermingled so as to render them indistinguishable.<sup>9</sup> They operate as a common enterprise under common ownership, operating under common control, sharing business premises, commingling business entities, and sharing advertising and marketing. Respondents' retail sales documents frequently name one dealer on the bill of sale and a different dealer on the retail instalment contract. The name of the selling dealer on Respondents' retail sales documents often does not correspond to the location where the sale is occurring. And, often one dealer will sell an automobile while title is held by a different dealer, which is illegal in New York State.<sup>10</sup>

20. Faisal M. Khan is the sole owner or member of each Respondent business, except, on information and belief, NYC Motorcars of Freeport Corp. He controls and dominates Respondents' day-to-day operations. Respondent businesses' deceptive and illegal practices are so systematic and widespread—occurring in every transaction—that they could not be executed without Mr. Khan's participation or knowledge.

## STATEMENT OF FACTS

### I. The "Certified Pre-Owned" Scam

21. The centerpiece of Respondents' marketing is their claim that they sell NIADA CPO automobiles. Nothing could be further from the truth.

---

<sup>9</sup> References to a particular dealership or individual are for narrative clarity and should not be construed to limit the liability of other Respondents. Use of a particular dealership name generally refers to where the transaction took place or the entity that produced records in response to a given subpoena.

<sup>10</sup> 15 NYCRR § 78.16(c).

22. NIADA CPO is a certification program sponsored by the National Independent Automobile Dealers Association.

23. The purchase of an NIADA CPO automobile from a qualified, scrupulous dealer has three primary benefits: (1) the automobile undergoes a 125-point inspection by a qualified mechanic, (2) the buyer receives a complete vehicle history report, such as a CARFAX, and (3) the purchase includes a 10-year/100,000-mile powertrain warranty.

24. Under the NIADA program, these benefits are pre-existing features built into the price of the automobile without any additional cost to the buyer. NIADA certification is not an add-on product purchased in addition to the automobile itself.

25. All of Respondents' websites (worldautocars.com, automaniaonline.com, luxuryautomotiveclub.com) advertise the features and benefits provided with an NIADA CPO automobile, using promotional materials provided by the NIADA. However, Respondents do not provide any of the advertised features or benefits of the NIADA CPO program.

A. Respondents falsely claim that their automobiles are NIADA CPO.

26. Respondents maintained a website at worldautocars.com from some time before March 14, 2019 until about November 6, 2020. During that time, World Auto exclaimed on the top of every page of the website that it was "THE HOME OF CERTIFIED PRE-OWNED VEHICLES," and it displayed the NIADA CPO Certified logo prominently throughout the website. Every automobile offered for sale on worldautocars.com was labelled "certified" or "certified pre-owned."

27. From at least May 12, 2020 to present, Respondents have advertised on automomaniaonline.com that automobiles offered for sale at Automania are NIADA CPO, with the NIADA CPO logo displayed prominently throughout the website.

28. From at least September 17, 2020 to present, Respondents have advertised on

luxuryautomotiveclub.com that automobiles offered for sale at LAC are NIADA CPO. Every automobile offered for sale on luxuryautomotiveclub.com is labelled “certified” or “certified pre-owned.”

B. Respondents do not conduct the advertised 125-point inspection.

29. Respondents advertise that their NIADA CPO automobiles undergo a 125-point inspection by one of “our licensed mechanics,” and make available on their websites a sample copy of the NIADA 125-point inspection checklist. *See Exhibit A.*

30. NIADA requires that the qualified mechanic conducting the inspection on the dealer’s behalf complete the NIADA checklist, checking off every one of the 125 items to be inspected. The mechanic then prints and signs their name above a certification statement. The buyer is given a copy of this inspection form, and also signs it, acknowledging receipt of the inspection checklist and a vehicle history report.

31. Respondents do not complete, maintain, or provide consumers with a copy of the NIADA inspection checklist. In response to DCWP document requests, Respondents did not provide a single NIADA 125-point inspection checklist, and admitted that the automobiles in their inventory only underwent an “official NYS Inspection,” not the 125-point NIADA inspection.

32. Indeed, Respondents sold numerous second-hand automobiles that would not pass NIADA’s 125-point inspection. For example:

- a. Selina Cruz and Jhonikar Almanzar bought a purportedly NIADA CPO 2017 Nissan Pathfinder from Respondents on March 20, 2020. Immediately after buying it, they discovered the Pathfinder had numerous mechanical problems that would have prevented it from passing the 125-point inspection: emissions failed to meet required standards (checklist item #13), the heated seats did not work (#43), the interior overhead light did not work (#54), windshield wipers

were broken (#58), side-view mirror controls did not work (#62), there was an abnormal wind noise (#92), and the air-conditioning did not work (#99). Respondents failed to repair most of these defects and refused to take the automobile back.

- b. Respondents sold a purportedly NIADA CPO 2017 Volkswagen Passat to Antonio Flores and Mayra Plaza. Six weeks and 396 miles later, one of the tires blew out because of dry rot (cracking in tires, #82, #83). Respondents refused to pay for or replace the Passat's tires.
- c. Respondents sold a purportedly NIADA CPO 2018 Mercedes GLC to Patrick Allala despite the remote keyless entry not working (#32) and the rear windshield wiper missing (#58, #59, #60).
- d. Respondents sold a purportedly NIADA CPO 2017 Kia Sportage to Tracy Weeks that had a broken air conditioner (#46).
- e. Respondents sold a purportedly NIADA CPO 2017 Honda Civic to Gabriel Rojas that had rusted brakes (#86), which cost him \$529.25 to repair.
- f. Respondents sold purportedly NIADA CPO automobiles to Christopher Reid (2016 Acura MDX), Ely Isabel Yill Gomez (2014 Infiniti Q50), and Earl Atkinson (2018 Infiniti QX60) despite the automobiles each being subject to at least one open safety recall (#12).

33. Respondents have falsely claimed that their automobiles undergo a 125-point inspection on [worldautocars.com](http://worldautocars.com) every day from on or before March 14, 2019 to October 21, 2020, on [automania.com](http://automania.com) every day from on or before May 12, 2020 to present, and on [luxuryautomotiveclub.com](http://luxuryautomotiveclub.com) from September 17, 2020 to present.

C. Respondents do not provide consumers with a vehicle history report.

34. Despite their claims, Respondents often fail to provide consumers with a vehicle history report.

35. A vehicle history report is a document that shows the history of an automobile, including its various owners, any service that was performed to the vehicle, any damage the automobile has suffered, and any accidents the automobile was a part of, among other pieces of information. A CARFAX report is a vehicle history report.

36. Respondents failed to provide vehicle history reports to at least Selina Cruz (2017 Nissan Pathfinder), Antonio Flores and Mayra Plaza (2017 Volkswagen Passat), Samuel Perez (2014 Nissan Maxima), Patrick Allala (2018 Mercedes GLC), and Gabriel Rojas (2017 Honda Civic).

D. Respondents do not provide consumers with the advertised limited warranty.

37. Respondents have prominently advertised on all three of their websites that their NIADA CPO automobiles come with a 10-year/100,000-mile powertrain warranty, plus roadside assistance, emergency trip interruption coverage, and car rental reimbursement.

38. LAC makes the additional claim that the warranty is “honored at ANY corresponding dealership within the U.S. or Canada.” (emphasis in original).

39. These claims were advertised on worldautocars.com from at least October 24, 2019 to October 21, 2020, on automaniaonline.com since at least May 12, 2020 and continuing today, and on luxuryautomotiveclub.com since at least September 17, 2020 and continuing today.

40. Indeed, All NIADA CPO automobiles are supposed to come with a ten-year/100,000-mile powertrain warranty with roadside assistance, emergency trip interruption coverage, and car rental assistance at no charge.

41. However, many consumers who buy a purported NIADA CPO automobile from

Respondents are not given any documentation of any warranty whatsoever. And in their retail installment contracts (“RICs”), which memorialize the sale and financing terms of each deal, *Respondents expressly deny any warranties* (other than those required by law) unless the consumer has a documented warranty.

E. Respondents charge consumers for illusory vehicle service contracts.

42. In lieu of providing consumers with the promised free 10-year/100,000-mile powertrain warranty, Respondents sell hundreds of VSCs.

43. VSCs are similar to—and often confused with—warranties. Whereas a warranty is included in the automobile’s price, a VSC, sometimes called an “extended warranty,” is an add-on product sold to consumers for an additional price.<sup>11</sup> Respondents’ warranties and VSCs are administered by a third-party.

44. VSCs sold by Respondents often provide less coverage for shorter periods of time compared to Respondents’ promised warranty. For example:

- a. Respondents failed to provide Araceli Marquez-Fuentes with the 10-year/100,000-mile powertrain warranty for her 2015 Jeep Cherokee. Instead, they misrepresented to her that the finance company required her to buy a VSC called Performance First Image Guard, which has a term of only five years and does not cover any powertrain components.
- b. Instead of giving Darling Betancourt Peralta the advertised 10-year/100,000-mile powertrain warranty on his 2018 Mazda CX-9, Respondents sold him—for \$3,250—a 4-year/45,000-mile “Total Exclusionary” VSC, misleadingly omitting that it excludes repairs to the powertrain, among other things.

---

<sup>11</sup> See Colleen Tressler, FTC Consumer Information Blog, *Auto Warranties and Service Contracts 101*, <https://www.consumer.ftc.gov/blog/2015/01/warranties-and-service-contracts-101> (Jan. 15, 2015).

Indeed, when the Mazda's engine failed 16 months later, the VSC provider refused to cover any of the \$8,766.53 repair cost.

- c. Respondents sold the same Total Exclusionary VSC to Tracy Weeks for \$2,485, misrepresenting to her that it covered "everything" on her 2017 Kia Sportage for five years. She was also not provided with the advertised 10-year/100,000-mile powertrain warranty.
- d. Respondents also sold a six-year Total Exclusionary VSC to Gabriel Rojas for \$3,180, misrepresenting to him that it was a "bumper to bumper" warranty. Respondents falsely told him that the Total Exclusionary VSC rendered the 10-year/100,000-mile powertrain warranty unnecessary because the Total Exclusionary VSC included powertrain coverage.

45. Therefore, the product is less valuable than the one Respondents should provide for free as part of the NIADA CPO program. But, to make their deception even more brazen, Respondents frequently fail to provide the VSC at all, simply pocketing the consumers' money. For example:

- a. Respondents charged Antonio Flores and Mayra Plaza \$3,250 for a VSC for their 2017 Volkswagen Passat. When Ms. Plaza tried to file a claim, the VSC administrator told her they did not have a VSC.
- b. Respondents charged Patrick Allala \$5,818 for "SERVICE CONTRACT + ALL OTHER CHAR" for the 2018 Mercedes-Benz GLC 300 he purchased. Respondents then charged him another \$3,985 for a VSC. Dr. Allala did not want the VSC, but Respondents misrepresented to him that they could not sell the car without it. When Dr. Allala called the warranty and VSC

administrator, he was told that although he had the NIADA powertrain warranty, they had no record of his \$3,985 VSC.

46. Respondents are able to deceive consumers about their warranty and VSC coverage because they only give consumers the first page of the VSC, which does not show the complete terms, conditions, and coverage exclusions and limitations. Consumers only receive their complete warranty or VSC by later requesting it from the warranty or VSC administrator.

## **II. Falsely Advertised Prices and Added Fees**

### **A. Respondents charge consumers prices for second-hand automobiles far above what they advertise online.**

47. Respondents have misrepresented their prices daily on worldautocars.com from March 16, 2019 to October 21, 2020; on automaniaonline.com from at least May 16, 2020 through the present; and on luxuryautomotiveclub.com from at least January 6, 2021 through the present.

48. DCWP compared the cash sale prices of 119 automobiles sold by Respondents to their prices advertised on worldautocars.com.<sup>12</sup> Respondents sold all 119 above the advertised price. *See Exhibit B.*

49. DCWP compared the cash sale prices of 84 automobiles sold by Respondents to their prices advertised on automaniaonline.com. Respondents sold all 84 above the advertised price. *See Exhibit C.*

50. DCWP compared the cash sale prices of five automobiles sold by Respondents to their prices advertised on luxuryautomotiveclub.com. Respondents sold all five above the advertised price. *See Exhibit C.*

---

<sup>12</sup> “Cash price” or “cash sale price” refers to the price of an automobile before taxes, itemized fees, and finance charges.

B. Respondents invent fake fees to account for their higher-than-advertised prices.

51. The only fees SHADs may legally collect in addition to the sale price of an automobile are taxes, and fees paid to government entities on the buyer's behalf related to title and registration, and a fee payable to the dealer if they provide that service to the buyer.

52. Respondents convince consumers to accept their inflated prices by flouting this restriction, charging illegal fees that they often fabricate entirely.

53. Respondents do not itemize the fake fees in their bills of sale or RICs where they would catch the attention of finance companies, NIADA, or the Department. Instead, Respondents roll the fictitious fees into the automobile's cash price, communicating the fees to consumers orally or through a document that is not made a part of the sales contract.

54. Respondents routinely tell consumers that they are required to pay an additional "certification fee," which is expressly prohibited by NIADA. But, the fake certification fee is just the beginning. For example:

- a. Samuel Perez visited World Auto after finding a 2014 Nissan Maxima offered for sale by the dealer on cargurus.com for \$14,400.<sup>13</sup> It was not until Mr. Perez was at the dealership and had decided to buy the car that the salesperson told him there would be an additional \$2,800 certification fee. The finance manager then surreptitiously added another unexplained \$2,287 to the cash price.
- b. Kishauna McLaurin visited World Auto after finding a 2014 Infiniti Q50 advertised by Respondents on Capital One's website for \$17,580. Respondents charged her a cash price of \$22,407, including a fee for the fake

---

<sup>13</sup> Prices on cargurus.com are provided by the advertising dealer.

certification.

- c. Araceli Marquez-Fuentes found a 2015 Jeep Cherokee advertised by World Auto on carfax.com for \$16,995. She called World Auto, who confirmed the \$16,995 price, but when she arrived at the dealer, they told her there was a \$3,600 “certification fee” in addition to the price of the car. She wound up paying \$8,385 above the advertised price.
- d. Antonio Flores and Mayra Plaza found a 2017 Volkswagen Passat at LAC with a \$12,000 price displayed on it but were charged a cash price of \$17,500 for the car. The additional \$5,500 was largely unexplained, but Mr. Flores was given an unsigned contract for a \$1,979 theft deterrent system that was never requested or installed. Furthermore, Respondents charged \$6,884 to Mr. Flores’s credit cards for the down payment, but only credited him \$6,800, claiming—only verbally—that the remaining \$84 was for credit card fees.
- e. Respondents sold a 2018 Mercedes GLC to Patrick Allala for a cash price of \$34,095 despite it being advertised at \$24,871. When asked by Dr. Allala to account for the \$9,224 discrepancy, Respondents wrote on a separate document, “SERVICE CONTRACT + ALL OTHER CHAR (5000+)” and “CAPITAL ONE APR (10%) \$3,406.” Respondents then—on top of the cash price—charged Dr. Allala another \$3,985 for a VSC they claimed was required, and another \$15,291.20 for Capital One’s *actual* finance charges, of which \$1,404.89 is effectively interest on the *fake* finance charges.
- f. Respondents sold a 2017 Honda Civic to Gabriel Rojas for an “internet special price” of \$15,795, then added an illegal \$4,995 certification fee and

an illegal \$995 “dealer prep” fee, plus another unexplained \$1,995, bringing the cash price to \$23,780.

C. Respondents misrepresent to out-of-state residents the amount due for sales tax, title and registration, and pocket the difference.

55. When New York dealers, including Respondents, sell an automobile, they usually arrange title and registration, and collect and remit taxes and fees to government agencies on their customers’ behalf. Dealers are permitted to charge a separately itemized fee for this service: \$75 prior to August 18, 2021, now \$175.<sup>14</sup> Fees payable to the government are calculated by the dealer and itemized on the bill of sale and RIC. Tax, title, and registration fees are determined by and paid to the state in which the automobile will be registered.

56. When Respondents perform this service for their customers who live outside New York State, they misrepresent the amount payable to the state for tax, title, and registration.

57. Respondents overcharged out-of-state residents for tax, title, and/or registration in all thirty of such transactions reviewed by the Department. *See* Exhibit D.

58. The fees for title and registration of an automobile in New Jersey range from \$131.50 to \$169, depending on the automobile’s model year and weight.<sup>15</sup> Respondents charged at least 16 New Jersey residents between \$262 and \$400 for title and registration fees.

59. The fees for title and registration of an automobile in Connecticut total \$190.<sup>16</sup> Respondents charged at least eight Connecticut residents between \$350 and \$412 for title and registration fees.

---

<sup>14</sup> *See* NYS Register, August 18, 2021, p. 20; 15 NYCRR §§ 77.8, 77.19.

<sup>15</sup> *See* New Jersey Motor Vehicle Commission, *Vehicles, Licensing, Registration and Regulations*, <https://nj.gov/nj/trans/vehicles> (last accessed Sept. 16, 2021).

<sup>16</sup> *See* Conn. Dept. of Motor Vehicles, *How to Register Your New Vehicle or Vessel*, <https://portal.ct.gov/DMV/CIVLS---Modernization/Registration-CIVLS/Expected-Documents#passcl> (last accessed Sept. 16, 2021).

60. The fees for title and registration of an automobile in Pennsylvania total \$164.<sup>17</sup> Respondents charged at least four Pennsylvania residents between \$350 and \$425 for title and registration fees.

61. Respondents collected \$1,464.12 for Virginia sales tax and \$312 for government fees from Kishauna McLaurin but paid only \$933 in sales tax and \$12 in fees on to the Commonwealth of Virginia on her behalf.

62. Respondents also overcharged consumers from Florida, Massachusetts, Maryland, and Rhode Island for government fees.

### **III. Misleading and Confusing Disclaimers**

63. Every webpage advertising an automobile on Respondents' websites contains a lengthy, dense block of text written in a tiny light gray font on white background at the very bottom of the webpage (the "Fine Print"). This Fine Print includes material exclusions, reservations, limitations, modifications that confuse, materially modify, and unreasonably limit the principal message of the advertisements, which is the prominently displayed price.

64. All of Respondents' Fine Print is less than one-third the size of the largest text on the webpage on which the Fine Print appears.

65. To further obscure material terms and conditions, Respondents hide them in paragraphs full of meaningless text giving the reader the misimpression that there is no important information contained in the block.

66. Although the content of Respondents' Fine Print changes from time to time and website to website, the following text for a 2019 Nissan Altima advertised on automaniaonline.com on May 19, 2021 is typical:

---

<sup>17</sup>See Penn. Bureau of Motor Vehicles Schedule of Fees (MV-70S), available at <https://www.dot.state.pa.us/Public/DVSPubsForms/BMV/BMV%20Forms/MV-70S.pdf>.

\* Welcome to Automania, Located at Woodside, NY., where Complete Customer Satisfaction and Remarkable Quality of service comes first. We are here to help you find a vehicle that best fits your lifestyle from our selection of used cars, Minivans and SUVs. We perform a Multiple Point Inspection by New York State licensed technicians to ensure that it meets the safety and quality standards completely & give our customers a piece of mind with their purchase. You are not going to be sold a car that has a reported accident, structural damage or possess signs of collisions. Free Carfax car history report is available on every single vehicle we sell. All cars are sold cosmetically As-Is. We want to ensure that our customers receive full transparency on any vehicle which they intend to buy. Please call to verify availability of vehicle prior to visit. Dealer is not responsible for any errors to this listing, accuracy, description or condition of the listed vehicle's equipment, accessories, price, specials, or any warranties. All Internet special pricing is valid until 12:01AM. Must bring an ad to take full advantage of internet special price. All pricing and details are believed to be accurate, but we do not warrant or guarantee such accuracy. Prices subject to change. APR is subject to customer credit worthiness. Zero down is also available for qualifying customers. All vehicles are special promotions Prices are subject to change daily based on vehicle market value. The internet advertised price excludes all other offers and discounts and does not include: (i) applicable taxes/fees, including sales, use and tire taxes/fees; (ii) title/license plate/registration/DMV fees; (iv) vehicle inspection fees (v) vehicle destination and transportation costs; (vi) repair/rehabilitation/reconditioning costs and fees incurred by the dealer, including but not limited to brakes, tires, and fluids; (vii) dealer document/service/prep/processing fees; (viii) finance charges; and (ix) any additional fees required by law. Prices also exclude any additional charges included with the cost of closing/financing, including any governmental charges and taxes, any finance charges, documentation, preparation or VSC. The in-store price may exceed our special online pricing. Sorry but we cannot extend special pricing without a printed copy of the on-line pricing. To take advantage of our special Internet discounts, please print this page and present it to your salesperson at the BEGINNING of the transaction. Special Internet pricing posted on this ad/coupon/promotion is only available to customers who reference such pricing & present the ad at time of sale otherwise our store standard list price applies. Please be advised this ad is a Special Internet only ad. Prices can be modified and adjusted weekly, daily, and sometimes hourly due to inquiries, bidding and website traffic on any particular Vehicles. Call us today At 718-255-1353 to schedule your test drive. se habla español.

(font type and size as in original).

67. Respondents' Fine Print often includes a hidden requirement that the consumer must print and present the internet advertisement to the dealer in order to purchase the automobile at the advertised price. This material limitation appears in the fine print of the following websites on the following dates:

- a. worldautocars.com from at least March 14, 2019 through October 21, 2020 (“All Internet special pricing is valid only for up to 24 Hours after ad is printed out. Must bring ad to take full advantage of internet special price.”);

- b. automaniaonline.com from at least December 11, 2020 to present (“To take advantage of our special Internet discounts, please print this page and present it to your salesperson at the BEGINNING of the transaction.”); and
- c. luxuryautomotiveclub.com from at least December 11, 2020 to present.

68. Although Respondents’ hidden Fine Print describes the price as an internet special, there are no conspicuous notices of any price being a special discount, nor what the price of each automobile would be without such special discount.

69. Respondents’ Fine Print frequently includes some hidden requirement that the consumer must finance through the dealer to get the advertised price, which is prohibited by NYC Code § 20-268.1(a). This material limitation appears in the Fine Print of the following websites on the following dates:

- a. worldautocars.com from at least March 14, 2019 through October 21, 2020;
- d. automaniaonline.com from at least May 12, 2020 through November 30, 2020; and
- e. luxuryautomotiveclub.com from at least September 17, 2020 through November 30, 2020.

70. Respondents’ Fine Print sometimes purports to add thousands of dollars to the advertised price. For example:

- a. from at least June 20, 2019 through October 21, 2020, the Fine Print on worldautocars.com stated that the automobiles’ advertised prices were after a \$1,995 down payment;

- b. from at least May 12, 2020 through November 30, 2020, the Fine Print on automaniaonline.com stated that the automobiles' advertised prices were after a \$1,995 down payment; and
- c. from at least September 17, 2020 through November 30, 2020, the Fine Print on luxuryautomotiveclub.com stated that the automobiles' advertised prices were after a \$2,995 down payment.

#### **IV. Other Illegal Sales Practices**

##### **A. Respondents fail to provide accurate Cancellation Option forms to consumers.**

71. City law requires SHADs to give consumers an opportunity to review the terms of sale and financing of their automobile purchase for two weekdays and to cancel the transaction within that timeframe for any reason, or no reason at all (the "NYC Used Car Cancellation Option"). Respondents do not adequately inform—and often misinform—consumers about the NYC Used Car Cancellation Option.

72. SHADs must provide each consumer with a NYC Used Car Cancellation Option form, which notifies consumers of the deadline to cancel their automobile purchase. Respondents failed to fill in this deadline on every one of 43 NYC Used Car Cancellation Option forms reviewed by DCWP. *See* Exhibit E, p. 1.

73. Respondents often fail to provide consumers with the NYC Used Car Cancellation Option form at all. *See* Exhibit E, p. 2.

74. Selina Cruz for example did not know the cancellation option existed until she attempted to return the Pathfinder (within the two-day period) and Respondents refused to take it back.

75. Gabriel Rojas asked Respondents to allow him to take his paperwork home to review before committing to the purchase of a 2017 Honda Civic. Respondents told him he had to

“sign today,” and failed to inform him of the NYC Used Car Cancellation Option. Two days later, having had a chance to review his paperwork, Mr. Rojas tried to cancel the contract, but Respondents told him if he cancelled, they would keep his \$3,000 down payment and his \$2,800 trade in.

76. While Ms. Marquez-Fuentes was completing paperwork for her purchase of a 2015 Jeep Cherokee, Respondents misrepresented to her that she could not cancel without losing her \$15,000 down payment, even though the transaction had not even been completed.

D. Respondents use illegal contingency clauses.

77. When consumers finance their automobile purchase through the dealer, Respondents compel consumers to execute an “Addendum to Buyer’s Order: Contingency Clause.”

78. The contingency clause purports to condition the sale on “your final credit approval from the assignee [] and the actual assignment of the agreement from [Respondents] to the Assignee.” The agreement purports to grant the consumer “temporary possession” of the automobile and requires the consumer to return it within 24 hours if Respondents fail to assign the RIC.

79. Respondents also compel financing consumers to execute a “Lender Verification Acknowledgment” similarly purporting to condition the sale on Respondents’ ability to assign the RIC.

80. Such conditions are illegal under City law. *See* NYC Code § 20-268.1(b). This is because, historically, SHADs have used such contingency clauses to coerce consumers into less advantageous financing terms after taking possession of the automobile.

81. Respondents compelled at least 16 consumers to sign one or both contingency clauses. *See* Exhibit F.

E. Respondents misrepresent financing terms on Financing Disclosure Forms or fail to provide the forms at all.

82. SHADs must give a Financing Disclosure form to every consumer who finances the purchase a second-hand automobile, using a form created and made available by DCWP. *See* 6 RCNY § 2-106.

83. Respondents have failed on numerous occasions to provide consumers with complete and accurate copies of the Financing Disclosure form.

84. For the following retail sales, Respondents entered an amount for “total sale price of automobile with all selected add-ons and financing charges” that does not match the Total Sale Price on the RIC: Jessica M. Avelar (2016 Nissan Sentra), Malcolm Myers (2018 Dodge Charger), Roybert A. Rotundo (2016 Audi A6), Kylee Rae Verrill (2016 Honda Accord).

85. On the Financing Disclosure form for Joe Benitez’s purchase of a 2016 Jeep Cherokee, Respondents entered a false Automobile Cash Price without Add-on Products and Services, a false Total Cash Price without Add-on Products and Services, a false Total Sale Price without Add-on Products and Services, and a false Total Sale Price with All Selected Add-ons and Finance Charges.

86. The Financing Disclosure form for Sanjit Das’s purchase of a 2015 Lexus RX lists the APR as 0%, but it is 5.29% on the RIC.

87. Respondents failed to give copies of the Financing Disclosure form to Dr. Allala (2018 Mercedes GLC), Mr. Atkinson (2018 Infiniti QX60), Mr. Betancourt Peralta (2018 Mazda CX-9), Ms. Cruz (2017 Nissan Pathfinder), Mr. Flores and Ms. Plaza (2017 Volkswagen Passat), Ms. Marquez-Fuentes (2015 Jeep Cherokee), Mr. Rojas (2017 Honda Civic), and Ms. Weeks (2017 Kia Sportage). On copies provided to the Department, Respondents miscalculated sales tax on Ms. Cruz’s form, and failed to itemize the tire and wheel insurance on Ms. Marquez-Fuentes’s

form.

88. The Financing Disclosure form for Robert Spagnoli's purchase of a 2016 Jeep Grand Cherokee is illegible. It cannot be compared to the RIC for the sale because Respondents failed to produce it, even though it was requested in a subpoena.

89. Similarly, although requested in a subpoena, Respondents failed to produce a completed financing disclosure form for Wilber Tobar's purchase of a 2015 Jeep Grand Cherokee.

F. Respondents misrepresent automobile and add-on prices on retail instalment contracts.

90. Respondents charge consumers thousands of dollars for add-on products of dubious value, such as tire and wheel insurance and theft deterrent systems. Respondents do not itemize these add-on products on their RICs; instead, they just add them to the cash price of the automobile. This has the effect of misleading consumers and the assignee finance companies about the true cash price of the automobile and the existence of add-on products. It also violates the federal Truth in Lending Act, which requires "a separate written itemization of the amount financed, including . . . [a]ny amounts paid to other persons by the creditor on the consumer's behalf." 12 C.F.R. § 1026.18(c)(1)(iii).

91. Respondents failed to itemize the price of add-on products on RICs for at least 16 transactions. *See* Exhibit G.

92. The sale of a 2016 Jeep Grand Cherokee to Joe Benitez demonstrates how Respondents' misrepresentations on the RIC and Financing Disclosure converge to confuse the consumer and mislead the finance company about the cost of the automobile and add-on products. Respondents sold Mr. Benitez a 2016 Jeep Grand Cherokee for \$18,984, plus a VSC for \$3,295, plus some mysterious thing called a "5 pack" for \$2,895. These three elements are itemized on the bill of sale. On the RIC, Respondents did not separately itemize the 5 pack, but rolled it into the price of the car. And on the Financing Disclosure form, Respondents separately itemized the 5

pack *and* rolled it into the price of the car. If one believes the bill of sale, Mr. Benitez paid \$18,984 for the car and bought a 5 pack for \$3,295. If one believes the RIC, Mr. Benitez paid \$21,879 for the car, and did not buy the 5 pack. If one believes the Financing Disclosure form, Mr. Benitez paid \$21,879 for the car and another \$3,295 for the 5 pack.

G. Respondents failed to provide Spanish-language documents for sales conducted in Spanish.

93. Respondents advertise “se habla español,” and negotiate the sale of second-hand automobiles in Spanish, but Respondents do not provide consumers with any documents in Spanish.

94. Respondents negotiated the sale of a 2015 Jeep Cherokee to Ms. Marquez-Fuentes in Spanish, but all of the documents related to the sale were in English without Spanish translation, including the RIC, bill of sale, buyer’s order, contingency clause, arbitration agreement, lender verification, contract cancellation option form, financing disclosure form, credit application, recall disclosure, gap liability notice, vehicle service contract application, consumer bill of rights, power of attorney, and down payment receipt.

95. Respondents negotiated the sale of a 2018 Mazda CX-9 to Mr. Betancourt Peralta in Spanish, but all of the documents related to the sale were in English without Spanish translation, including the RIC and VSC.

**V. Deceptively Intermingled Operations**

96. Respondents use their business entities and trade names—both authorized and unauthorized—interchangeably to misrepresent and obscure the identity of the selling dealer for their retail sales. Often, the only way to discern which business entity is which is by address or New York Department of Motor Vehicles (“DMV”) registration number.

97. For example, on March 20, 2020, Ms. Cruz and Mr. Almanzar visited JF2 at 6020 (d/b/a NYC Motorcars at the time) to look at a Nissan Pathfinder they found on cars.com. When

JF2 at 6020 tried to charge them added fees, they decided to shop elsewhere, eventually visiting Automania at 5511 Northern Boulevard, having no idea that the businesses were related. The salesperson at Automania told them she had a Pathfinder they would like, but it was at another location. When the salesperson took them to see it, they found themselves back where they started at JF2 at 6020, looking at the original Pathfinder they had already considered and rejected because of the surprise fees. Worn down and thinking they were stuck with added fees either way, Ms. Cruz and Mr. Almanzar gave up and bought the Pathfinder at JF2 at 6020.

98. As bad as the runaround was, the transaction paperwork tells a different, more complicated, and illegal story. According to Respondents' records submitted to the DMV, on the day of the sale to Ms. Cruz and Mr. Almanzar, title to the Pathfinder was held by Best Luxury Motors, LLC d/b/a NYC Motorcars located at 1231 Hempstead Turnpike in Nassau County (not to be confused with Best Luxury Motors 2, LLC or JF2 at 6020 d/b/a NYC Motorcars).<sup>18</sup> State law prohibits a dealer from displaying a vehicle "unless he owns the vehicle or has it on consignment." See NYCRR § 78.16(c). It was therefore illegal for Respondents to display or offer the Pathfinder for sale at 6020 Northern Boulevard.<sup>19</sup>

99. But it gets worse. According to DMV records and the bill of sale, Best Luxury Motors, LLC transferred title for the Pathfinder to Automania 45 minutes before Automania transferred title to Ms. Cruz and Mr. Almanzar. But, according to the RIC, *World Auto* sold the Pathfinder to Ms. Cruz and Mr. Almanzar. *None* of these three dealers were licensed to sell second-hand automobiles at the location where the sale took place: 6020 Northern Boulevard.

---

<sup>18</sup> Best Luxury Motors, LLC, of which Khan was sole member, filed Articles of Dissolution on December 22, 2020.

<sup>19</sup> JF2 did not have the Pathfinder on consignment because it did not produce the required consignment letter in response to a subpoena from DCWP. See NYCRR § 78.40.

A. Respondents misrepresent the identity of the selling dealer on RICs.

100. Many of Respondents' retail sales name different dealers on different documents for the same transaction. The selling dealer named on the RIC is often different than the selling dealer named on the bill of sale and/or the book of registry<sup>20</sup> for the same sale.

101. DCWP reviewed records for 155 financed sales by World Auto between June 18, 2016 and June 14, 2020. Even though World Auto's book of registry shows that World Auto sold these cars, 35 of the RICs identify NYC Motorcars of Freeport Corp. as the seller, six identify Automania, two identify NYC Motorcars of Woodside, and two identify LAC. *See* Exhibit H.

102. NYC Motorcars of Freeport Corp. is not licensed to deal in second-hand automobiles in New York City; there is no DCWP-licensed entity nor business registered with DOS under the name or trade name NYC Motorcars of Woodside; and World Auto is not authorized to do business as Automania or LAC.

103. DCWP reviewed records of 33 financed sales by Automania between March 20, 2020 and March 8, 2021. Although the bills of sale identify Automania as the selling dealer, 24 of the RICs identify World Auto as the seller, eight identify "Luxury Automotive Club" (JF2 at 6020), and only one identifies Automania. *See* Exhibit I. Automania is not authorized to do business as World Auto or JF2 at 6020.

104. DCWP reviewed records of 14 financed sales by LAC. Although all the bills of sale identify LAC as the selling dealer, five of the RICs identify World Auto as the selling dealer, and two identify JF2 at 6020 as the selling dealer. *See* Exhibit J. LAC is not authorized to do business as World Auto or JF2 at 6020..

---

<sup>20</sup> "Book of registry" refers to the records every motor vehicle dealer in New York State must maintain in which the dealer records a complete description of all vehicles acquired for purpose of sale, traded or sold, including the person to whom the vehicle is sold. *See* 15 NYCRR § 78.25.

H. Respondents engage in unlicensed activity.

105. NYC Motorcars of Freeport Corp. executed no fewer than 35 RICs for sales at 4309 Northern Boulevard in Queens from November 17, 2018 until November 19, 2020, at which time a SHAD unrelated to Respondents took over the premises. NYC Motorcars of Freeport Corp. has never been licensed as a SHAD in New York City.

**VI. Recidivism**

106. Respondents have previously committed violations of the SHAD laws and rules that subject them to increased penalties pursuant to NYC Code § 20-275(c).

107. On October 17, 2018, World Auto was issued Summons No. 05432208 for violating NYC Code § 20-271(b)(1) by failing to post the total selling price on or near each second-hand automobile offered for sale. World Auto pleaded guilty to the violation.

108. On April 10, 2019, JF2 at 6020 Northern Boulevard was issued Summons No. 05446677 for violating 6 RCNY § 2-105(b) by failing to properly display the price of add-on products. JF2 at 6020 pleaded guilty to the violation.

109. On May 17, 2019, World Auto was issued Summons No. 05446970 for violating NYC Code § 20-268.5(a)(4) by failing to maintain physical or electronic copies of each signed automobile contract cancellation option document. World Auto pleaded guilty to the violation.

110. On November 19, 2019, JF2 at 6020 Northern Boulevard was issued Summons No. 05452811 for violating NYC Code § 20-271(b)(2) by failing to display the price of add-on products. JF2 at 6020 pleaded guilty to the violation.

111. On December 11, 2019, Automania at 55-11 Northern Boulevard was issued Summons No. 05446318 for violating NYC Code § 20-268.5(a)(4) for failing to maintain physical or electronic copies of each signed automobile contract cancellation option document, and for violating 6 RCNY 2-109(a) by failing to retain a copy of the Consumer Bill of Rights signed by

the consumer. Automania pleaded guilty to the violations.

112. On December 29, 2020, JF2 at 6020 Northern Boulevard was issued Summons No. 20Q01112 for violating 6 RCNY § 2-105(c) a second time. JF2 at 6020 was found guilty of the violation by default.

## VIOLATIONS

### COUNT ONE

*Engaging in deceptive trade practices, in violation of NYC Code § 20-700  
(at least 7,608 violations—some violations ongoing)*

113. NYC Code § 20-700 prohibits “any deceptive or unconscionable trade practice in the sale, lease, rental or loan or in the offering for sale, lease, rental, or loan of any consumer goods or services, or in the collection of consumer debts.”<sup>21</sup>

114. NYC Code § 20-701(a) defines a deceptive trade practice as “[a]ny false, falsely disparaging, or misleading oral or written statement, visual description or other representation of any kind made in connection with the sale, lease, rental or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services, or in the extension of consumer credit or in the collection of consumer debts, which has the capacity, tendency or effect of deceiving or misleading consumers.”

115. NYC Code § 20-701(a) provides that deceptive trade practices include, but are not limited to, the following:

- (1) representations that goods or services have sponsorship, approval, accessories, characteristics, . . . uses, benefits, or quantities that they do not have; the supplier has a[n] . . . approval [or a] status . . . that he or she does not have; . . . or, goods or services

---

<sup>21</sup> On August 26, 2021, the City Council passed Local Law 98 of 2021, which amends the CPL, effective January 25, 2022. The amended CPL, among other things, increases the penalty amount per violation, from a range of \$50-\$350 per violation to \$350-\$2,500 per violation, with an increase in the amount for “knowing” violations from \$500 per violation to \$3,500 per violation. In this case, the Department will seek the increased penalties provided by the amended CPL only if violations occur after January 24, 2022.

are of a particular standard, quality, grade, style or model, if they are of another;

(2) the use, in any oral or written representation, of exaggeration, innuendo or ambiguity as to a material fact or failure to state a material fact if such use deceives or tends to deceive; . . .

(4) offering goods or services with intent not to sell them as offered;

(5) offering goods or services with intent not to supply reasonable expectable public demand . . .

(6) making false or misleading representations of fact concerning the reasons for, existence of, or amounts of price reductions, or price in comparison to prices of competitors or one's own price at a past or future time;

(7) stating that a consumer transaction involves consumer rights, remedies or obligations that it does not involve.

116. Respondents committed at least 1,538 violations of NYC Code § 20-700 by falsely claiming that the automobiles they offer for sale are NIADA Certified Pre-Owned. Respondents made such claims on worldauto.com every day from on or before March 14, 2019 to October 21, 2020, on automania.com every day from on or before May 12, 2020 to present, and on luxuryautomotiveclub.com from September 17, 2020 to present.

117. Respondents committed at least 1,538 violations of NYC Code § 20-700 by falsely claiming that the automobiles they offer for sale have passed a 125-point inspection. Respondents made such claims on worldauto.com every day from on or before March 14, 2019 to October 21, 2020, on automania.com every day from on or before May 12, 2020 to present, and on luxuryautomotiveclub.com from September 17, 2020 to present.

118. Respondents committed at least 1,314 violations of NYC Code § 20-700 by falsely claiming that the automobiles they offer for sale come with a 10-year/100,000-mile warranty. Respondents made such claims on worldauto.com every day from on or before October 24, 2019

to October 21, 2020, on automania.com every day from on or before May 12, 2020 to present, and on luxuryautomotiveclub.com from September 17, 2020 to present.

119. Respondents committed at least five violations of NYC Code § 20-700 by representing that they provide buyers of their automobiles with a complete vehicle history report but failing to provide vehicle history reports to at least five consumers: Patrick Allala, Selina Cruz, Antonio Flores, Samuel Perez, and Gabriel Rojas.

120. Respondents committed at least 1,538 violations of NYC Code § 20-700 by offering second-hand automobiles for sale with the intent not to sell them as offered. Specifically, Respondents misrepresented the prices of the second-hand automobiles advertised on their websites as being lower than their actual sale prices. Respondents have falsely advertised prices on worldauto.com every day from on or before March 14, 2019 to October 21, 2020, on automania.com every day from on or before May 12, 2020 to present, and on luxuryautomotiveclub.com from September 17, 2020 to present. *See Exhibits B and C.*

121. Respondents committed at least 768 violations of NYC Code § 20-700 by using ambiguity as to material facts or failure to state a material fact in a manner that deceives or tends to deceive in that Respondents added thousands of dollars to the prominently displayed advertised price by using fine print hidden on the bottom of its internet advertisements stating prices were after a \$1,995 to \$2,995 down payment. Respondents did so on the following websites on each of the following dates: worldauto.com from at least June 20, 2019 through October 21, 2020, automania.com from at least May 12, 2020 through November 30, 2020, and luxuryautomotiveclub.com from at least September 17, 2020 through November 30, 2020.

122. Respondents committed at least 866 violations of NYC Code § 20-700 by falsely

advertising that consumers do not have a right, per NYC Code § 20-268.1(c)(1),<sup>22</sup> to purchase an automobile at the advertised price without financing on the following websites on each of the following dates: worldautocars.com from at least March 14, 2019 through October 21, 2020, automaniaonline.com from at least May 12, 2020 through November 30, 2020, and luxuryautomotiveclub.com from at least September 17, 2020 through November 30, 2020.

123. Respondents committed one violation of NYC Code § 20-700 by charging Antonio Flores \$1,979 for a non-existent theft deterrent system.

124. Respondents committed four violations of NYC Code § 20-700 by misrepresenting to Araceli Marquez-Fuentes, Darling Betancourt Peralta, Tracy Weeks, and Gabriel Rojas the parts and services covered by their VSCs, and their VSCs' terms and conditions.

125. Respondents committed two violations of NYC Code § 20-700 by charging Antonio Flores and Patrick Allala \$2,750 and \$3,985, respectively, for non-existent VSCs.

126. Respondents committed 33 violations of NYC Code § 20-700 by misrepresenting to 33 out-of-state consumers the amount paid by Respondents on their behalf for title and registration fees. *See Exhibit D.*

127. Respondents committed one violations of NYC Code § 20-700 by misrepresenting to consumer Kishauna McLaurin the amount of Virginia sales tax paid by Respondents on her behalf.

#### COUNT TWO

*Failing to disclose limitations clearly and conspicuously on offers,  
in violation of 6 RCNY § 5-09(a)  
(at least 1,237 violations—some violations ongoing)*

128. Rule 5-09(a) requires that “[s]ellers offering consumer goods or services in print

---

<sup>22</sup> “A second-hand automobile dealer shall not: (1) Require a consumer to purchase any add-on product as a condition of purchasing a second-hand automobile or obtaining financing from a lender for the purchase of an automobile.”

advertising and promotional literature must disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications or conditions. A disclosure made in print at least one-third as large as the largest print used in the advertisement or promotional literature satisfies this section.”

129. Respondents committed at least 914 violations of 6 RCNY § 5-09(a) by inconspicuously adding a condition that consumers must print out the advertisement and bring it to the dealership within 24 hours to purchase an automobile at the advertised price on the following websites on each of the following dates: worldauto.com from at least March 14, 2019 through October 21, 2020, and luxuryautomotiveclub.com from at least December 11, 2020 to present.

130. Respondents committed at least 323 violations of 6 RCNY § 5-09(a) by inconspicuously adding a condition that consumers must print out the advertisement and “present it to your salesperson at the beginning of the transaction” on automania.com each day from at least December 11, 2020 to present.

### COUNT THREE

*Selling second-hand automobiles for more than the price advertised, cited, quoted, or marked thereon, in violation of 6 RCNY § 2-103(i)  
(at least 210 violations)*

131. 6 RCNY § 2-103(i) states, “The selling price of an automobile by a licensed second-hand dealer shall be the price advertised, cited, quoted, or marked thereon . . . . It shall be a violation of this regulation for any licensee to exact a service charge, house commission or any such like assessment above the selling price of the car.”

132. Respondents committed at least 208 violations of 6 RCNY § 2-103(i) by selling 204 second-hand automobiles for more than the price advertised on Respondents’ websites. *See Exhibits B and C.*

133. Respondents committed one violation of 6 RCNY § 2-103(i) by selling a 2014

Nissan Maxima to Samuel Perez for more than the price advertised by Respondents on cargurus.com.

134. Respondents committed one violation of 6 RCNY § 2-103(i) by selling a 2017 Volkswagen Passat to Antonio Flores and Mayra Plaza for more than the price displayed on the automobile.

COUNT FOUR

*Failing to offer consumers a contract cancellation option,  
in violation of NYC Code § 20-268.2  
(at least 50 violations)*

135. NYC Code § 20-268.2(a) requires that “[p]rior to executing a bill of sale with a consumer for the purchase of an automobile, a second-hand automobile dealer shall offer such consumer an automobile contract cancellation option that authorizes such consumer to cancel the sales contract. NYC Code § 20-268.2(b)(5) requires that the contract cancellation form include “[a] statement clearly indicating the date and time by which the option to cancel the sales contract may be exercised.” Such cancellation deadline shall be “no later than the dealer's close of business on the second business day following the day on which either the bill of sale or the retail installment contract was signed by such consumer, whichever such signing occurred later.” NYC Code § 20-268.2(c).

136. Respondents committed 50 violations of NYC Code § 20-268.2 by failing to give accurate cancellation option forms to consumers for the 50 sales listed in Exhibit E.

COUNT FIVE

*Executing RICs conditioned on dealer's ability to assign RIC to third party,  
in violation of NYC Code § 20-268.1(b)  
(at least 24 violations)*

137. NYC Code § 20-268.1(b) prohibits dealers from including in a “retail installment contract for the purchase of a second-hand automobile [] a term rendering the contract voidable,

subject to modification, or otherwise not binding upon a second-hand automobile dealer because of such dealer's inability or unwillingness to sell, assign or otherwise transfer the contract to a third party after execution of the sales contract.”

138. Respondents committed at least 24 violations of NYC Code § 20-268.1(b) by executing addendums to 24 RICs that conditioned the respective sales on Respondents' ability to assign the RICs to a third party. *See Exhibit F.*

COUNT SIX

*Failing to disclose all required information concerning the cost of financing second-hand automobiles and add-on products, in violation of NYC Code § 20-268.1(e)(2).  
(at least 15 violations)*

139. NYC Code § 20-268.1(e)(2) requires that “[p]rior to the execution of any retail installment contract, a second-hand automobile dealer that offers financing to a consumer of a second-hand automobile or assists such consumer in obtaining financing from a lender . . . shall provide to such consumer, in a form prescribed by the commissioner by rule, a document containing the following disclosures: (a) The price of each add-on product to be included in such retail installment contract; (b) The total cost of the automobile and the monthly payments, including any amounts associated with financing, that the consumer will be required to make to purchase the automobile (i) with each such add-on product included, (ii) without any add-on product included, and (iii) with all such add-on products [and] (c) The lowest annual percentage rate offered to such consumer by the financing companies from whom the dealer has solicited financing on behalf of the consumer.”

140. The form necessary for complying with NYC Code § 20-268.1(e)(2) is provided in 6 RCNY § 2-106(a) and available on DCWP's website.

141. Respondents committed seven violations of NYC Code § 20-268.1(e)(2) by

executing RICs for the following seven consumers and providing them with financing forms containing false information: Jessica M. Avelar (2016 Nissan Sentra), Malcolm Myers (2018 Dodge Charger), Roybert A. Rotundo (2016 Audi A6), Kylee Rae Verrill (2016 Honda Accord), Joe Benitez (2016 Jeep Cherokee), Sanjit Das (2015 Lexus RX), and Robert Spagnoli (2016 Jeep Grand Cherokee).

142. Respondents committed eight violations of NYC Code § 20-268.1(e)(2) by executing RICs for the following eight consumers and failing to provide them with financing disclosure forms: Patrick Allala (2018 Mercedes GLC), Earl Atkinson (2018 Infiniti QX60), Selina Cruz (2017 Nissan Pathfinder), Antonio Flores (2017 Volkswagen Passat), Araceli Marquez-Fuentes (2015 Jeep Cherokee), Darling Betancourt Peralta (2018 Mazda CX-9), Gabriel Rojas (2017 Honda Civic), and Tracy Weeks (2017 Kia Sportage).<sup>23</sup>

#### COUNT SEVEN

*Providing false information to a finance company,  
in violation of NYC Code § 20-268.1(d)(1).  
(at least 101 violations)*

143. NYC Code § 20-268.1(d) provides that “In connection with the sale or offer for sale of a second-hand automobile, a second-hand automobile dealer or employees or agents thereof shall not: (1) Prepare, participate, assist or direct any person to prepare, participate or assist in the submission of a false, misleading, or deceptive credit application or contract to a lender or finance company. . . .”

144. Respondents committed 16 violations of NYC Code § 20-268.1(d) by misrepresenting automobiles’ cash prices and the prices of add-on products on RICs. Specifically, Respondents did not itemize these add-on products on their RICs but added them to the cash price

---

<sup>23</sup> Financing disclosure forms for the sales to Ms. Marquez-Fuentes and Ms. Cruz that were given to DCWP—but not the consumers—contained false information.

of the automobiles, thus misrepresenting both the cash price of the automobile and the price—or even existence—of add-on products. *See* Exhibit G.

145. Respondents committed one violation of NYC Code § 20-268.1(d) by charging Antonio Flores \$84 for credit card fees for his down payment without itemizing them on the RIC.

146. Respondents committed 84 violations of NYC Code § 20-268.1(d) by misrepresenting the identity of the selling dealer on 77 RICs. *See* Exhibits H, I, J.

#### COUNT EIGHT

*Failing to provide consumers with documents written in the language used to negotiate the sale, in violation of NYC Code § 20-268.3.  
(at least 17 violations)*

147. NYC Code 20-268.3 provides, “In advance of execution of any contract between a second-hand automobile dealer and a customer for the sale of a second-hand automobile, including, but not limited to, a buyer's order, retail installment contract, bill of sale, automobile contract cancellation option document, or service contract, a second-hand automobile dealer shall provide to such consumer a copy of such contract, all documents incorporated or referenced in such contract, and all documents to be signed or initialed by such consumer in connection with such contract, in the language used by such dealer to negotiate the sale of such second-hand automobile.”

148. Respondents committed 15 violations of NYC Code § 20-268.1(d) by negotiating the sale of a 2015 Jeep Cherokee to Ms. Marquez-Fuentes in Spanish without providing the following documents in Spanish that Respondents required Ms. Marquez-Fuentes to sign or initial or were incorporated into the sales contract: RIC, bill of sale, buyer’s order, contingency clause, arbitration agreement, lender verification, contract cancellation option form, financing disclosure form, credit application, recall disclosure, gap liability notice, vehicle service contract application, consumer bill of rights, power of attorney, and down payment receipt.

149. Respondents committed two violations of NYC Code § 20-268.1(d) by negotiating the sale of a 2018 Mazda CX-9 to Mr. Betancourt Peralta in Spanish without providing the following documents in Spanish that Respondents required Mr. Betancourt Peralta to sign or initial or were incorporated into the sales contract: RIC and vehicle service agreement.

COUNT NINE

*Failing to maintain copies of documents relating to the sale of second-hand automobiles, in violation of NYC Code § 20-268.5(a).  
(at least six violations)*

150. NYC Code § 20-268.5(a) requires second-hand automobile dealers to “maintain a physical or electronic copy of each of the following documents relating to the sale of a second-hand automobile for six years after the date of execution by the consumer of such documents: (1) The buyer’s order, bill of sale, any retail installment contract, and any document incorporated by reference into the bill of sale or retail installment contract; (2) Every document signed or initialed by the consumer in connection with the sale transaction; (3) Every written disclosure provided to, and signed or initialed by, the consumer pursuant to this subchapter; (4) Each signed automobile contract cancellation option document, whether accepted or declined by the consumer; and (5) Each signed document cancelling a sales contract or declining to cancel a sales contract pursuant to an automobile contract cancellation option.”

151. Respondents committed one violation of NYC Code § 20-268.5(a) by failing to maintain a copy of the financing disclosure form for the sale of a 2015 Jeep Grand Cherokee to Wilber Tobar.

152. Respondents committed five violations of NYC Code § 20-268.5(a) by failing to maintain copies of RICs executed between Respondents and the following consumers: Robert Spagnoli (2016 Jeep Grand Cherokee), Cesar Miguel Banegas Peralta (2012 Honda Odyssey), Jessica Garay (2017 Honda Accord), Tenzin Lodoe (2017 Hyundai Sonata), Harry Taylor (2017

Mercedes-Benz C-Class).

COUNT TEN

*Conducting licensed business activity under an unauthorized trade name,  
in violation of NYC Code § 20-113.  
(at least six violations)*

153. NYC Code § 20-113 provides that, “A license issued under chapter two shall be valid only for activities conducted under the name of the person or organization to whom such license was issued or under the trade name stated in the application therefor; if a licensed activity is to be conducted under a trade name, the application must state that trade name. No license shall be issued for more than one trade name, and no licensed activity may be carried out under more than one such name.... Licensees shall notify the commissioner or the commissioner's designee of any change of trade name at least ten days before such change becomes effective, and no such change may take place without the prior written approval of the commissioner or the commissioner's designee.”

154. Respondents committed six violations of NYC Code § 20-113 by conducting SHAD business under a name other than the name or trade name of the entity licensed to do business at the location of the sale. Specifically:

- a. World Auto executed RICs under the names Automania, NYC Motorcars of Woodside, and Luxury Automotive Club. *See* Exhibit H.
- b. Automania executed RICs under the names World Auto and Luxury Automotive Club. *See* Exhibit I.
- c. LAC executed RICs under the name World Auto. *See* Exhibit J.

COUNT ELEVEN

*Dealing in second-hand automobiles without a license,  
in violation of NYC Code § 20-265(a)  
(at least 734 days)*

155. NYC Code § 20-265(a) prohibits dealing in second-hand articles without a DCWP license therefor.

156. There is a rebuttable presumption, unless otherwise specified, “that the unlicensed activity continued every day, without interruption, from the date specified by the Department in the notice as the first date of unlicensed activity through the hearing date.” 6 RCNY § 1-19(a). “The first date of unlicensed activity specified by the Department in the notice may be the date of an inspection at which unlicensed activity is identified or any other date on which unlicensed activity first occurred, such as the date the business or individual entered into a contract to conduct business for which a license was required or the first date a business or individual advertised or offered services for which a license was required.” 6 RCNY § 1-19(b).

157. NYC Motorcars of Freeport dealt in second-hand automobiles without a license at 4309 Northern Boulevard in Queens from November 17, 2018 until November 19, 2020.

**RELIEF SOUGHT**

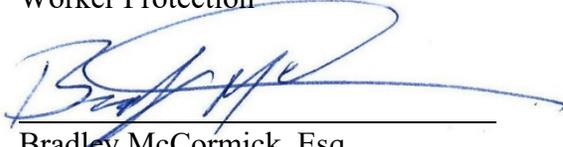
**WHEREFORE**, the Department respectfully requests that OATH issue a Report and Recommendation pursuant to NYC Charter § 2203(h)(1) recommending the following:

1. revocation of Automania’s license to do business as a SHAD at 5511 Northern Boulevard, pursuant to NYC Code §§ 20-104(e)(1), 20-275(a) and (d);
2. revocation of JF2 at 6020’s license to do business as a SHAD at 6020 Northern Boulevard, pursuant to NYC Code §§ 20-104(e)(1), 20-275(a) and (d);
3. revocation of LAC’s license to do business as a SHAD at 6107 Northern Boulevard, pursuant to NYC Code §§ 20-104(e)(1), 20-275(a) and (d);

4. that Respondents pay the civil penalties set forth in Exhibit K;
5. that Respondents pay the restitution to consumers set forth in Exhibit L, and to any other consumers identified by DCWP before the completion of the trial;
6. that all Respondents be held jointly and severally liable for all civil penalties and restitution; and
7. such other and further relief as is deemed just and proper.

Dated: November 1, 2021  
New York, New York

For: Peter A. Hatch Commissioner  
New York City Dept. of Consumer and  
Worker Protection

By:   
Bradley McCormick, Esq.  
Senior Staff Counsel  
42 Broadway, 9<sup>th</sup> Floor  
New York, NY 10004  
[bmccormick@dcwp.nyc.gov](mailto:bmccormick@dcwp.nyc.gov)  
(212) 436-0325 office  
(347) 446-7943 mobile

To: J.F. Motors, LLC d/b/a World Auto  
4301-4309 Northern Blvd.  
Long Island City, NY 11101  
[jfmotors@hotmail.com](mailto:jfmotors@hotmail.com)

J.F. Motors, LLC d/b/a World Auto  
c/o Faisal Khan  
105 Cross Road  
North Bellmore, NY 11710

J.F. Motors 2, Inc.  
d/b/a Luxury Automotive Club  
60-20 Northern Blvd.  
Woodside, NY 11377

J.F. Motors 2, Inc. d/b/a Automania  
5511 Northern Boulevard  
Woodside, NY 11377  
[nyautomania@gmail.com](mailto:nyautomania@gmail.com)

Best Luxury Motors 2, LLC  
d/b/a Luxury Automotive Club  
6107 Northern Blvd.  
Flushing, NY 11377  
[luxuryofwoodside@gmail.com](mailto:luxuryofwoodside@gmail.com)

NYC Motorcars of Freeport Corp.  
c/o Murray Honig, Esq  
88 Middle Neck Rd  
Great Neck, NY 11021

NYC Motorcars of Freeport Corp.  
415 W Sunrise Hwy  
Freeport, NY 11520

Faisal Khan  
105 Cross Road  
North Bellmore, NY 11710

Richard Simon, Esq.  
*Attorney for Respondents J.F. Motors, LLC, J.F. Motors 2, Inc.,  
Best Luxury Motors 2, LLC*  
[rsimonesq@yahoo.com](mailto:rsimonesq@yahoo.com)

# **Exhibit A**



# MIADA CPO CERTIFIED VEHICLE 125 POINT INSPECTION CHECKLIST

This certifies that the above vehicle has been inspected and any necessary repairs that have been made to qualify this vehicle for the MIADA Certified Limited Warranty, are the SOLE responsibility of the Selling Dealer for the term of the MIADA Certified Limited Warranty. Any person knowingly and willfully falsifying or concealing information in regards to this inspection would be committing a crime, and will be prosecuted to the full extent of the law.

STOCK#: \_\_\_\_\_ VIN: \_\_\_\_\_ ODOMETER: \_\_\_\_\_ YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ COLOR: \_\_\_\_\_

DEALER NAME: \_\_\_\_\_ INSPECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

### QUALIFICATION STANDARDS

	Passed	Repaired
1. Vehicle history report pulled & provided by:	<input type="checkbox"/>	<input type="checkbox"/>
2. Odometer is actual miles	<input type="checkbox"/>	<input type="checkbox"/>
3. Not a buyback vehicle from factory	<input type="checkbox"/>	<input type="checkbox"/>
4. No branded or salvaged title	<input type="checkbox"/>	<input type="checkbox"/>
5. No known frame damage per vehicle history report	<input type="checkbox"/>	<input type="checkbox"/>
6. No visible damage that would substantially impact the safety of the vehicle	<input type="checkbox"/>	<input type="checkbox"/>
7. No visible performance modifications	<input type="checkbox"/>	<input type="checkbox"/>
8. No visible suspension modifications	<input type="checkbox"/>	<input type="checkbox"/>
9. No visible exhaust modifications	<input type="checkbox"/>	<input type="checkbox"/>
10. List stored codes: _____	<input type="checkbox"/>	<input type="checkbox"/>

### MAINTENANCE REQUIREMENTS

	Passed	Repaired
11. Current manufacturer required maintenance performed	<input type="checkbox"/>	<input type="checkbox"/>
12. Vehicle has no open safety-related recalls	<input type="checkbox"/>	<input type="checkbox"/>
13. Emission system is functioning & meets state required standards	<input type="checkbox"/>	<input type="checkbox"/>

### MECHANICAL STANDARDS - PRE-ROAD TEST *all items are operational & properly functioning*

Underhood Checks:	Passed	Repaired
14. Hood release is in working condition	<input type="checkbox"/>	<input type="checkbox"/>
15. Brake fluid is clean & full	<input type="checkbox"/>	<input type="checkbox"/>
16. Brake system is free of leaks	<input type="checkbox"/>	<input type="checkbox"/>
17. Power steering fluid is full	<input type="checkbox"/>	<input type="checkbox"/>
18. Power steering fluid is free of contamination and discoloration	<input type="checkbox"/>	<input type="checkbox"/>
19. Wiper/Washer fluid is full	<input type="checkbox"/>	<input type="checkbox"/>
20. Charging system working correctly	<input type="checkbox"/>	<input type="checkbox"/>
21. Intake & exhaust manifolds are free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>
22. Transmission fluid is at prescribed level	<input type="checkbox"/>	<input type="checkbox"/>
23. Transmission fluid is clean & free of contamination	<input type="checkbox"/>	<input type="checkbox"/>
24. Head gasket is free of leaks	<input type="checkbox"/>	<input type="checkbox"/>
25. Radiator coolant is at the prescribed level	<input type="checkbox"/>	<input type="checkbox"/>
26. Radiator is free of leaks	<input type="checkbox"/>	<input type="checkbox"/>
27. Radiator coolant tested to _____ (in degrees +/-)	<input type="checkbox"/>	<input type="checkbox"/>
28. Belts are free of cracks, buldges & frays	<input type="checkbox"/>	<input type="checkbox"/>
29. Hoses are free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>
30. Vacuum lines are free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>

### Operational & Functional Checks:

31. Operational key	<input type="checkbox"/>	<input type="checkbox"/>
32. Key fob with remote keyless entry working	<input type="checkbox"/>	<input type="checkbox"/>
33. All doors open & close properly	<input type="checkbox"/>	<input type="checkbox"/>
34. Door locks (all switches)	<input type="checkbox"/>	<input type="checkbox"/>

### MECHANICAL STANDARDS - PRE-ROAD TEST

Operational & Functional Checks (cont.) :	Passed	Repaired
35. Turn/kil/fligate release & latches	<input type="checkbox"/>	<input type="checkbox"/>
36. Seat adjusters	<input type="checkbox"/>	<input type="checkbox"/>
37. Steering column adjuster	<input type="checkbox"/>	<input type="checkbox"/>
38. Ignition switch	<input type="checkbox"/>	<input type="checkbox"/>
39. Malfunction indicators & warning lamps	<input type="checkbox"/>	<input type="checkbox"/>
40. Air bag system	<input type="checkbox"/>	<input type="checkbox"/>
41. Trip computer	<input type="checkbox"/>	<input type="checkbox"/>
42. Overhead console	<input type="checkbox"/>	<input type="checkbox"/>
43. Heated seats	<input type="checkbox"/>	<input type="checkbox"/>
44. Cool seats	<input type="checkbox"/>	<input type="checkbox"/>
45. Heating system	<input type="checkbox"/>	<input type="checkbox"/>
46. Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>
47. Turn Signals	<input type="checkbox"/>	<input type="checkbox"/>
48. Hazard lamps	<input type="checkbox"/>	<input type="checkbox"/>
49. Horn	<input type="checkbox"/>	<input type="checkbox"/>

50. Brake lamps	<input type="checkbox"/>	<input type="checkbox"/>
51. Headlamps	<input type="checkbox"/>	<input type="checkbox"/>
52. High beam	<input type="checkbox"/>	<input type="checkbox"/>
53. Low beam	<input type="checkbox"/>	<input type="checkbox"/>
54. Interior lamps	<input type="checkbox"/>	<input type="checkbox"/>
55. All power windows	<input type="checkbox"/>	<input type="checkbox"/>
56. Parking brake	<input type="checkbox"/>	<input type="checkbox"/>
57. Fog lamps	<input type="checkbox"/>	<input type="checkbox"/>
58. Windshield wiper system	<input type="checkbox"/>	<input type="checkbox"/>
59. Wiper blades in good condition	<input type="checkbox"/>	<input type="checkbox"/>
60. Rear wiper in good condition	<input type="checkbox"/>	<input type="checkbox"/>
61. Rearview mirror	<input type="checkbox"/>	<input type="checkbox"/>
62. Sideview mirrors	<input type="checkbox"/>	<input type="checkbox"/>
63. Rear defroster	<input type="checkbox"/>	<input type="checkbox"/>
64. Seat belts	<input type="checkbox"/>	<input type="checkbox"/>
65. Tilt steering wheel	<input type="checkbox"/>	<input type="checkbox"/>
66. Sunroof	<input type="checkbox"/>	<input type="checkbox"/>
67. Convertible top	<input type="checkbox"/>	<input type="checkbox"/>
68. All manual switches	<input type="checkbox"/>	<input type="checkbox"/>
69. All factory installed options working properly	<input type="checkbox"/>	<input type="checkbox"/>

### Under vehicle:

70. Transmission is free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>
71. Transmission seal is free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>
72. Transfer case (when applicable) is free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>
73. Rear axle case is free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>
74. Front axle (when applicable) is free of cracks & leaks	<input type="checkbox"/>	<input type="checkbox"/>
75. All structural components are free of impact damage	<input type="checkbox"/>	<input type="checkbox"/>
76. Exhaust system free from damage & leaks	<input type="checkbox"/>	<input type="checkbox"/>
77. Catalytic converter in place	<input type="checkbox"/>	<input type="checkbox"/>

### TIRE STANDARDS

	Passed	Repaired
78. FRONT: Both matching brand & size	<input type="checkbox"/>	<input type="checkbox"/>
79. REAR: Both matching brand & size	<input type="checkbox"/>	<input type="checkbox"/>
80. Tread depth must be of 5/32" or greater	<input type="checkbox"/>	<input type="checkbox"/>
81. Wheels & tires must be within factory recommended sizes	<input type="checkbox"/>	<input type="checkbox"/>
82. Tires are free of bubbles & major cracks	<input type="checkbox"/>	<input type="checkbox"/>
83. Wheels are free of major cracks & damage	<input type="checkbox"/>	<input type="checkbox"/>
84. Tires are properly inflated	<input type="checkbox"/>	<input type="checkbox"/>

### BRAKE STANDARDS

	Passed	Repaired
85. Parking brake & cables are free of seizing & are operational	<input type="checkbox"/>	<input type="checkbox"/>
86. Brake rotors & drums are free of rust, scoring, pitting or deep gouges	<input type="checkbox"/>	<input type="checkbox"/>

### SUSPENSION STANDARDS

	Passed	Repaired
87. Shock absorbers/struts	<input type="checkbox"/>	<input type="checkbox"/>
88. Coil springs/leaf springs	<input type="checkbox"/>	<input type="checkbox"/>
89. Sway bars	<input type="checkbox"/>	<input type="checkbox"/>
90. Control arms	<input type="checkbox"/>	<input type="checkbox"/>
91. Ball joints	<input type="checkbox"/>	<input type="checkbox"/>

### ROAD TEST

	Passed	Repaired
92. No abnormal wind noise	<input type="checkbox"/>	<input type="checkbox"/>
93. Engine is operating properly & no obvious signs of problems	<input type="checkbox"/>	<input type="checkbox"/>
94. Engine oil pressure are within normal range levels	<input type="checkbox"/>	<input type="checkbox"/>
95. Temperatures are within normal range levels	<input type="checkbox"/>	<input type="checkbox"/>
96. Clutch is operating properly (manual transmission)	<input type="checkbox"/>	<input type="checkbox"/>
97. Transmission is shifting properly & quietly	<input type="checkbox"/>	<input type="checkbox"/>
98. Vehicle is free of vibrations &/or unusual noises of any kind	<input type="checkbox"/>	<input type="checkbox"/>
99. Air conditioning & heating working properly on all settings	<input type="checkbox"/>	<input type="checkbox"/>
100. Gear selector operating	<input type="checkbox"/>	<input type="checkbox"/>
101. Steering wheel aligned	<input type="checkbox"/>	<input type="checkbox"/>
102. Anti-lock brake system working properly	<input type="checkbox"/>	<input type="checkbox"/>
103. Overall stopping performance is good	<input type="checkbox"/>	<input type="checkbox"/>
104. Vehicle alignment within specifications	<input type="checkbox"/>	<input type="checkbox"/>

### Equipment operation:

105. Cruise control	<input type="checkbox"/>	<input type="checkbox"/>
106. Overdrive	<input type="checkbox"/>	<input type="checkbox"/>
107. Instrument panel/gauges	<input type="checkbox"/>	<input type="checkbox"/>
108. Sound and/or entertainment system	<input type="checkbox"/>	<input type="checkbox"/>

### EXTERIOR CONDITION

	Passed	Repaired
109. No evidence of flood, fire or major hail damage	<input type="checkbox"/>	<input type="checkbox"/>
110. Grill trim, & roof rack are in place & secure	<input type="checkbox"/>	<input type="checkbox"/>
111. Bumpers are in place & secure	<input type="checkbox"/>	<input type="checkbox"/>
112. Body panel damage? If so, please list: _____	<input type="checkbox"/>	<input type="checkbox"/>
113. Glass is free of cracks & major chips	<input type="checkbox"/>	<input type="checkbox"/>
114. Headlights are free of damage & moisture	<input type="checkbox"/>	<input type="checkbox"/>
115. Headlights are all working	<input type="checkbox"/>	<input type="checkbox"/>
116. Brake lights are free of damage & moisture	<input type="checkbox"/>	<input type="checkbox"/>
117. Brake lights are all working	<input type="checkbox"/>	<input type="checkbox"/>
118. All turn signal lights are working	<input type="checkbox"/>	<input type="checkbox"/>
119. Any other obvious signs of damage? If so, please list: _____	<input type="checkbox"/>	<input type="checkbox"/>

### INTERIOR CONDITION

	Passed	Repaired
120. Headliner intact	<input type="checkbox"/>	<input type="checkbox"/>
121. No major rips or tears in seating	<input type="checkbox"/>	<input type="checkbox"/>
122. All handles & knobs are intact & present	<input type="checkbox"/>	<input type="checkbox"/>
123. All required seatbelts are intact	<input type="checkbox"/>	<input type="checkbox"/>
124. All seatbelts functioning	<input type="checkbox"/>	<input type="checkbox"/>
125. List any missing equipment please: _____	<input type="checkbox"/>	<input type="checkbox"/>

### CUSTOMER SIGNATURE

BY SIGNING THIS FORM I CERTIFY THAT I HAVE RECEIVED:

• A COPY OF MY VEHICLE HISTORY REPORT.

• A COPY OF MY 125 POINT INSPECTION CHECKLIST AND UNDERSTAND WHAT MY LIMITED WARRANTY IMPLIES.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ASK HOW YOU CAN  
UPGRADE AND EXTEND  
YOUR CERTIFIED WARRANTY.**

## **Exhibit B**

**Exhibit B: Automobiles Sold for More Than Their Advertised Prices on  
worldautocars.com**

Buyer	Automobile	VIN	Sale Date	Purchase Price	Advertised Price	Difference
J. Gonzalez-Zambrano	2016 Ford Fusion	3FA6P0HD8GR321930	3/16/2019	\$16,771	\$9,495	\$7,276
L. Ofori	2015 Infiniti QX60	5N1AL0MM4FC555867	3/20/2019	\$26,894	\$18,880	\$8,014
S. Douglas	2016 Nissan Rogue	5N1AT2MV4GC834550	3/27/2019	\$19,285	\$14,290	\$4,995
D. Duffus	2018 Toyota Camry	JTNB11HK3J3021244	3/30/2019	\$21,841	\$14,785	\$7,056
A. Gutierrez	2016 Toyota Highlander	5TDJKRFH7GS317801	4/1/2019	\$32,186	\$24,845	\$7,341
B. Dionn Dinnall	2017 Nissan Altima	1N4AL3AP9HC291445	4/20/2019	\$16,495	\$11,480	\$5,015
W. Tobar	2015 Jeep Grand Cherokee	1C4RJFBG5FC862655	4/24/2019	\$28,676	\$19,790	\$8,886
K. Ganni	2015 Chrysler 200	1C3CCAB0FN677006	4/30/2019	\$11,639	\$7,995	\$3,644
V. Mojica	2016 Nissan Pathfinder	5N1AR2MM6GC643394	5/2/2019	\$20,936	\$14,895	\$6,041
W. Espinal	2016 Ford Fusion	3FA6P0H7XGR336911	5/8/2019	\$15,344	\$10,379	\$4,965
T. Gibbs	2015 Infiniti Q50	JN1BV7AR5FM419546	5/8/2019	\$22,627	\$16,479	\$6,148
W. Pinero	2017 Nissan Sentra	3N1AB7AP9HY248111	5/14/2019	\$12,000	\$7,990	\$4,010
B. Kawal-Roberts	2016 Nissan Rogue	5N1AT2MV4GC785205	5/15/2019	\$21,036	\$19,995	\$1,041
J. Borges	2017 Nissan Rogue	5N1AT2MV6HC771341	5/18/2019	\$19,719	\$13,695	\$6,024
A. Gadea	2016 Acura ILX	19UDE2F35GA022436	5/21/2019	\$19,492	\$12,879	\$6,613
K. Perez	2016 Honda Civic	2HGFC2F50GH530363	5/23/2019	\$16,142	\$10,088	\$6,054
M. Myers	2018 Dodge Charger	2C3CDXCT6JH122492	5/24/2019	\$26,785	\$17,490	\$9,295
M. Ruiz	2016 Kia Optima	5XXGU4L38GG053957	6/1/2019	\$18,874	\$12,499	\$6,375
S. Nanda	2016 Ford Fusion	3FA6P0H79GR321963	6/4/2019	\$16,478	\$10,259	\$6,219
J. Duran	2016 Honda Accord	1HGCR2F58GA139154	6/11/2019	\$19,955	\$13,359	\$6,596
M. Paulino	2016 Acura TLX	19UUB2F5XGA007439	6/20/2019	\$21,383	\$15,995	\$5,388
S. Scott-Mohammed	2016 Honda Accord	1HGCT1B84GA000926	6/20/2019	\$19,965	\$13,595	\$6,370
E. Rustemi	2016 Hyundai Sonata	5NPE24AF9GH334275	6/22/2019	\$14,448	\$9,399	\$5,049
N. Jean Pierre	2016 Nissan Altima	1N4AL3AP3GC221521	6/24/2019	\$15,335	\$9,880	\$5,455
J. Jordan	2016 Volkswagen Jetta	3VWL17AJ6GM299542	6/26/2019	\$16,915	\$9,480	\$7,435
X. Jadan	2017 Ford Fusion	3FA6P0H95HR203203	6/27/2019	\$17,450	\$13,490	\$3,960
E. Clarke	2017 Toyota Camry	4T1BF1FK7HU701267	6/29/2019	\$19,385	\$11,779	\$7,606
N. Hylton	2015 Infiniti Q50	JN1BV7AR8FM423932	7/5/2019	\$21,179	\$15,695	\$5,484
M. Plascencia	2015 Infiniti Q50	JN1BV7AR1FM409712	7/6/2019	\$24,820	\$16,490	\$8,330
O. Wallace	2018 Nissan Altima	1N4AL3AP5JC209961	7/11/2019	\$17,786	\$10,790	\$6,996
E. Kyte	2016 Nissan Rogue	5N1AT2MV8GC829853	7/31/2019	\$16,800	\$12,795	\$4,005
D. Torres	2016 Honda Civic	19XFC2F55GE224642	8/1/2019	\$16,500	\$9,899	\$6,601
V. Williams	2016 Infiniti Q50	JN1EV7AR7GM345335	8/2/2019	\$27,269	\$19,490	\$7,779
J. Valderrama-Correa	2016 Nissan Rogue	5N1AT2MV6GC899951	8/3/2019	\$19,470	\$13,485	\$5,985
A. Udo	2016 Jeep Cherokee	1C4PJMDB3GW271012	8/3/2019	\$22,771	\$14,990	\$7,781
R. London	2018 Honda Civic	2HGFC2F55JH526994	8/9/2019	\$19,845	\$12,849	\$6,996
A. Beasley	2015 Infiniti Q50	JN1BV7AR8FM419220	8/13/2019	\$23,729	\$15,895	\$7,834
W. Chery	2016 Honda Civic	2HGFC2F5XGH530841	8/26/2019	\$16,173	\$10,470	\$5,703
A. Quiroz	2016 Honda Civic	19XFC2F7XGE228686	8/31/2019	\$17,000	\$11,490	\$5,510
V. Soo	2016 Toyota RAV4	2T3BFREV0GW433968	9/2/2019	\$21,386	\$13,875	\$7,511
S. Khan	2015 Infiniti Q50	JN1BV7AR2FM392466	9/6/2019	\$27,728	\$19,849	\$7,879
T. Rodriguez	2016 Honda HR-V	3CZRU6H73GM747464	9/11/2019	\$19,680	\$15,985	\$3,695
A. Genao	2016 Honda CR-V	2HKRM4H31GH620144	9/17/2019	\$19,992	\$13,475	\$6,517
O. Ramos	2016 Honda Accord	1HGCR2F3XGA242509	9/30/2019	\$18,089	\$11,980	\$6,109
G. Gonzalez Jr.	2017 Acura ILX	19UDE2F71HA003130	10/1/2019	\$20,389	\$14,990	\$5,399
S. Islam	2016 BMW 5 Series	WBA5A7C50GG150840	10/1/2019	\$28,425	\$19,595	\$8,830
N. Rojas	2016 Toyota Corolla	2T1BURHE8GC715108	10/5/2019	\$17,209	\$11,895	\$5,314
M. Taylor	2018 Dodge Grand Caravan	2C4RDGEG1JR254608	10/5/2019	\$21,856	\$15,490	\$6,366
M. Alam	2016 Nissan Rogue	5N1AT2MV4GC838033	10/5/2019	\$18,913	\$12,495	\$6,418
D. Puda	2016 Toyota Highlander	5TDJKRFH0GS296774	10/7/2019	\$31,682	\$23,795	\$7,887
S. Lonecke Jr.	2016 Ford Fusion	3FA6P0HD9GR401950	10/18/2019	\$17,608	\$10,880	\$6,728
M. Montes-Campo	2016 Kia Optima	5XXGV4L22GG061959	10/19/2019	\$20,700	\$16,990	\$3,710
J. Haughton	2019 Hyundai Sonata	5NPE34AF2KH746396	10/19/2019	\$22,435	\$13,999	\$8,436
M. Galdamez	2016 Lexus IS	JTHCM1D20G5007478	10/21/2019	\$26,070	\$19,880	\$6,190
N. Chauffournier	2016 Toyota RAV4	JTMRFREV6GJ098857	11/2/2019	\$22,281	\$14,700	\$7,581

**Exhibit B: Automobiles Sold for More Than Their Advertised Prices on  
worldautocars.com**

Buyer	Automobile	VIN	Sale Date	Purchase Price	Advertised Price	Difference
R. Davenport	2018 Hyundai Elantra	5NPD84LF6JH335933	11/11/2019	\$16,571	\$8,990	\$7,581
K. Agyeman	2016 BMW 5 Series	WBA5A7C54GG643128	11/12/2019	\$25,670	\$16,889	\$8,781
K. Haracz	2018 Dodge Grand Caravan	2C4RDGEG8JR143294	11/25/2019	\$20,731	\$12,849	\$7,882
H. Kaul	2016 Audi A3	WAUE8GFF3G1035653	11/29/2019	\$23,841	\$15,980	\$7,861
R. Fernandez	2016 Toyota RAV4	2T3BFREV5GW526338	12/3/2019	\$20,255	\$13,489	\$6,766
B. Dimaio	2016 Infiniti Q50	JN1FV7ARXGM450231	12/5/2019	\$32,472	\$24,490	\$7,982
L. Contreras	2017 Honda Accord	1HGCR2F36HA121168	12/11/2019	\$17,000	\$11,990	\$5,010
R. Haywood	2016 Acura ILX	19UDE2F80GA012070	1/4/2020	\$18,982	\$11,895	\$7,087
S. Ally	2016 Infiniti Q50	JN1EV7AR8GM345635	1/11/2020	\$28,336	\$19,979	\$8,357
P. Torres	2017 Nissan Altima	1N4AL3AP8HC244505	1/30/2020	\$14,800	\$8,980	\$5,820
C. Abreu-Reyes	2017 Subaru WRX	JF1VA1J6XH9829263	2/7/2020	\$21,900	\$19,800	\$2,100
A. Sierra	2016 Nissan Murano	5N1A2ZMH3GN171937	2/17/2020	\$25,233	\$16,595	\$8,638
C. Ferrarie	2017 Hyundai Sonata	5NPE34AF0HH499310	2/20/2020	\$19,711	\$11,980	\$7,731
J. Boyle	2018 Mazda Mazda3 5 Door	3MZBN1L37JM209768	2/25/2020	\$16,180	\$10,995	\$5,185
P. Salas	2017 Chevrolet Traverse	1GNKVGKD8HJ112643	3/10/2020	\$20,577	\$12,990	\$7,587
M. Ramaj	2017 Infiniti Q60	JN1EV7EL1HM550317	3/19/2020	\$27,995	\$17,995	\$10,000
F. Aidoo	2017 Toyota RAV4	2T3RFREV9HW642660	5/12/2020	\$20,880	\$14,899	\$5,981
F. Mazuera	2016 Nissan Pathfinder	5N1AR2MM0GC607961	5/21/2020	\$19,500	\$13,745	\$5,755
T. Wright	2018 Nissan Altima	1N4AL3AP1JC267565	5/23/2020	\$21,294	\$11,499	\$9,795
A. Cruz	2017 Ford Fusion	3FA6P0HD5HR153391	5/25/2020	\$17,877	\$10,400	\$7,477
J. Destin	2017 Honda Civic	19XFC2F52HE224129	5/27/2020	\$16,829	\$12,949	\$3,880
D. Quick	2017 Ford Fusion	3FA6P0K97HR161819	5/27/2020	\$20,722	\$11,998	\$8,724
A. Husak	2017 Hyundai Sonata	5NPE34AF5HH455948	5/30/2020	\$19,372	\$11,890	\$7,482
K. Montano Gonzalez	2017 Audi A6	WAUG8AFC0HN015480	6/3/2020	\$26,279	\$19,399	\$6,880
S. Wong	2017 Kia Sorento	5XYPKDA59HG337962	6/5/2020	\$24,934	\$19,455	\$5,479
W. Chandler	2018 Dodge Grand Caravan	2C4RDGEG1JR345474	6/13/2020	\$20,771	\$12,995	\$7,776
K. Lalama-Mendes	2016 Infiniti Q50	JN1EV7AR6GM343849	6/15/2020	\$27,469	\$19,999	\$7,470
L. Logan	2016 BMW 5 Series	WBA5A7C50GG146352	6/17/2020	\$25,521	\$16,989	\$8,532
J. Mercado	2017 Honda Civic	2HGFC3A52HH755270	6/20/2020	\$21,450	\$16,999	\$4,451
E. Lazaro	2017 Toyota Highlander	5TDJZRFH9HS359609	6/20/2020	\$27,984	\$22,499	\$5,485
R. Rivera	2017 Toyota Sienna	5TDKZ3DC0HS814565	6/20/2020	\$25,282	\$18,500	\$6,782
F. Heredia	2017 Honda HR-V	3CZR06H58HM722270	6/22/2020	\$19,549	\$14,499	\$5,050
M. Galdass	2018 Nissan Altima	1N4AL3AP1JC245582	6/22/2020	\$16,995	\$11,299	\$5,696
M. Hasan	2017 Honda CR-V	5J6RW2HSXHL024974	6/23/2020	\$23,055	\$18,695	\$4,360
L. Vega	2016 Mazda 3	3MZBM1W71GM247412	6/24/2020	\$12,900	\$10,490	\$2,410
J. Cardenes	2016 Jeep Grand Cherokee	1C4RJFBG4GC325650	6/26/2020	\$26,992	\$19,985	\$7,007
J. Mendez	2017 Infiniti Q50	JN1EV7ARXHM831090	6/26/2020	\$24,296	\$16,959	\$7,337
M. Carmel Alexis	2016 Nissan Rogue	KNMAT2MV6GP734219	6/26/2020	\$20,695	\$11,989	\$8,706
D. Betancourt Peralta	2018 Mazda CX-9	JM3TCBCY4J0208943	6/27/2020	\$25,189	\$18,990	\$6,199
M. Rahman	2017 Ford Fusion	3FA6P0T91HR188738	6/29/2020	\$18,286	\$10,999	\$7,287
A. Azemi	2019 Dodge Grand Caravan	2C4RDGEGXKR745020	6/30/2020	\$23,460	\$16,999	\$6,461
C. Valdez Rodriguez	2016 Honda Civic	2HGFC1F36GH659135	7/11/2020	\$19,295	\$12,999	\$6,296
S. Brewster	2017 Infiniti QX60	5N1DL0MM1HC523989	7/15/2020	\$24,800	\$19,990	\$4,810
A. Ramsamooj	2017 Honda Civic	2HGFC2F57HH556640	7/15/2020	\$18,500	\$10,889	\$7,611
S. Rulda	2017 Nissan Altima	1N4AL3APXHN344206	7/16/2020	\$17,484	\$10,499	\$6,985
D. Perez	2017 Jeep Cherokee	1C4PJMDB5HW656735	7/16/2020	\$23,875	\$16,599	\$7,276
E. Sims	2017 Nissan Rogue	KNMAT2MV7HP569122	7/17/2020	\$19,900	\$11,900	\$8,000
Z. Daud	2018 Toyota RAV4	JTMBFREV3JJ721392	7/17/2020	\$22,359	\$14,289	\$8,070
L. Pryatel-Tucker	2017 Nissan Rogue	KNMAT2MVXHP560026	7/22/2020	\$22,468	\$11,880	\$10,588
L. Carrillo	2017 Subaru WRX	JF1VA2Y66H9820197	7/24/2020	\$33,500	\$18,895	\$14,605
J. Parra	2016 Kia Sorento	5XYPKDA56GG172550	7/25/2020	\$22,999	\$14,990	\$8,009
T. Ware	2017 Infiniti Q50	JN1EV7AR7HM830317	7/28/2020	\$24,967	\$17,590	\$7,377
E. Perez	2017 Ford Fusion	3FA6P0H76HR345722	7/29/2020	\$17,624	\$10,299	\$7,325
D. Paulino	2016 BMW 4 Series	WBA3N9C51GK250109	8/1/2020	\$27,692	\$20,499	\$7,193
Y. Almonte Alvarez	2017 Honda Civic	19XFC2F73HE206773	8/8/2020	\$20,669	\$13,599	\$7,070

**Exhibit B: Automobiles Sold for More Than Their Advertised Prices on  
worldautocars.com**

<b>Buyer</b>	<b>Automobile</b>	<b>VIN</b>	<b>Sale Date</b>	<b>Purchase Price</b>	<b>Advertised Price</b>	<b>Difference</b>
M. Thornhill	2018 Nissan Sentra	3N1AB7AP1JY265684	8/22/2020	\$18,489	\$10,789	\$7,700
M. Stefanidis	2016 BMW X1	WBXHT3C32GP887686	8/28/2020	\$23,474	\$18,799	\$4,675
A. Mendoza	2017 Kia Sorento	5XYPHDA58HG323419	9/7/2020	\$28,794	\$20,299	\$8,495
F. Rojas	2018 Dodge Grand Caravan	2C4RDGEG7JR318876	9/8/2020	\$22,995	\$13,540	\$9,455
T. Setteducato	2017 Kia Optima	5XXGT4L33HG177896	9/19/2020	\$18,474	\$11,999	\$6,475
R. Glackin	2016 Acura TLX	19UUB2F58GA012770	9/19/2020	\$24,684	\$16,699	\$7,985
C. Iribuka	2017 Mazda 6	JM1GL1V56H1115403	9/22/2020	\$17,595	\$14,399	\$3,196
A. Al Fakih	2018 Toyota Corolla	5YFBURHE7JP800612	9/23/2020	\$19,330	\$13,799	\$5,531
S. Adhikari	2017 Nissan Rogue	JN8AT2MV6HW275480	9/24/2020	\$23,750	\$14,280	\$9,470

## **Exhibit C**

**Exhibit C: Automobiles Sold for More Than Their Advertised Prices on  
automaniaonline.com and luxuryautomotiveclub.com**

**AUTOMANIAONLINE.COM FALSELY ADVERTISED PRICES**

Buyer	Automobile	VIN	Sale Date	Purchase Price	Advertised Price	Difference
J. Tancredi	2018 Kia Optima	5XXGT4L35JG274703	5/16/2020	\$17,480	\$9,999	\$7,481
C. Colon	2016 Honda CR-V	2HKRM4H78GH723404	5/20/2020	\$21,980	\$14,599	\$7,381
P. Jesse	2017 Hyunda Sante Fe Sport	5NMZUDLB4HH036074	5/21/2020	\$23,150	\$14,998	\$8,152
E. Merisier	2016 Infiniti QX60	5N1AL0MM3GC504720	5/21/2020	\$26,189	\$20,395	\$5,794
S. Wing	2017 Infiniti Q50	JN1EV7AR6HM830373	5/21/2020	\$24,375	\$17,490	\$6,885
M. Palaguachi	2016 Nissan Sentra	3N1AB7APXGY263165	5/22/2020	\$14,545	\$7,998	\$6,547
D. Quick	2017 Ford Fusion	3FA6P0K97HR161819	5/27/2020	\$20,722	\$11,998	\$8,724
C. Ochoa	2016 Infiniti QX60	5N1AL0MM3GC532887	6/1/2020	\$28,198	\$18,599	\$9,599
H. Alvares	2018 Toyota Corolla	2T1BURHE7JC118443	6/3/2020	\$16,630	\$11,499	\$5,131
E. Capellan De Leon	2017 Toyota Camry	4T1BF1FK7HU282711	6/4/2020	\$20,000	\$10,999	\$9,001
M. Chaudhary	2017 Toyota Camry	4T1BF1FK1HU292795	6/5/2020	\$20,430	\$11,870	\$8,560
H. Riascos Palacio	2017 Nissan Sentra	3N1AB7APXHY205641	6/8/2020	\$12,900	\$9,599	\$3,301
P. Pike	2016 Infiniti Q50	JN1EV7AR2GM343475	6/9/2020	\$24,580	\$15,599	\$8,981
A. Jean-Gilles	2017 Chevrolet Traverse	1GNKVFED0HJ185091	6/12/2020	\$19,000	\$12,999	\$6,001
N. Castro	2017 Toyota RAV4	JTMRFEV6HD207494	6/13/2020	\$20,459	\$14,839	\$5,620
C. Soria	2017 Ford Explorer	1FM5K8F89HGA30706	6/13/2020	\$31,817	\$22,439	\$9,378
J. Jackson	2017 Honda Civic	2HGFC2F59HH532632	6/23/2020	\$19,509	\$10,789	\$8,720
A. Luna	2017 Hyundai Sonata	5NPE34AF1HH536526	6/27/2020	\$19,451	\$11,599	\$7,852
L. Moore Evans	2017 Nissan Maxima	1N4AA6AP2HC409570	6/27/2020	\$24,126	\$16,490	\$7,636
D. Daniel	2017 Hyundai Elantra	5NPD84LF2HH124948	6/30/2020	\$17,095	\$12,490	\$4,605
T. Mckay	2019 Nissan Sentra	3N1AB7AP9KY208618	7/1/2020	\$17,495	\$12,689	\$4,806
J. Peralta Quilambaqui	2018 Ford Explorer	1FMSKBD83JGB82733	7/1/2020	\$29,992	\$22,999	\$6,993
A. Skiy Harbacewicz	2017 Toyota Corolla	2T1BURHE7HC866264	7/2/2020	\$18,978	\$11,459	\$7,519
J. Romaine Roberts	2017 Acura TLX	19UUB2F59HA001424	7/3/2020	\$21,899	\$16,998	\$4,901
F. Briones Campos	2016 Infiniti Q50	JN1EV7AR6GM346881	7/4/2020	\$24,095	\$16,859	\$7,236
E. Davis	2017 Nissan Altima	1N4AL3APBHC223637	7/4/2020	\$16,520	\$11,439	\$5,081
T. Phuntsok	2017 Toyota RAV4	JTMRFEV5HD209432	7/4/2020	\$22,958	\$14,999	\$7,959
L. Korczakowski	2017 Kia Sorento	5XYPGDA58HG307515	7/6/2020	\$21,000	\$13,999	\$7,001
A. Adeabola	2017 Nissan Maxima	1N4AA6AP6HC421835	7/7/2020	\$22,969	\$16,489	\$6,480
L. Jones	2017 Infiniti QX60	5N1DL0MM4HC529897	7/11/2020	\$29,600	\$19,799	\$9,801
T. Biswas	2016 Honda Accord	1HGCR2F31GA122534	7/13/2020	\$18,995	\$11,999	\$6,996
M. Lema Caisahuano	2017 Jeep Grand Cherokee	1C4RJFBG0HC865045	7/13/2020	\$29,179	\$20,999	\$8,180
M. Perez	2016 Chevrolet Traverse	1GNKVGKD7GJ231833	7/14/2020	\$20,492	\$14,999	\$5,493
D. Pabon	2017 Nissan Altima	1N4AL3APBHC249042	7/15/2020	\$17,335	\$9,999	\$7,336
R. Gniedziejko	2017 Nissan Pathfinder	5N1DR2MM3HC660054	7/20/2020	\$22,495	\$15,999	\$6,496
C. Resnick	2017 Ford Focus	1FADP3H28HL208809	7/20/2020	\$14,899	\$9,999	\$4,900
S. Shafin	2017 Toyota Camry	4T1BF1FK8HU754611	7/20/2020	\$19,995	\$13,690	\$6,305
T. Cox	2017 Volkswagen Jetta	3VW4T7AJ6HM308000	7/21/2020	\$19,730	\$13,295	\$6,435
J. Paulino Venturina	2016 Kia Optima	5XXGT4L34GG013913	7/21/2020	\$17,595	\$10,990	\$6,605
R. Holt	2017 Nissan Maxima	1N4AA6AP2HC420083	7/22/2020	\$25,599	\$16,999	\$8,600
K. Nugent	2017 Hyundai Elantra	5NPD84LF8HH091907	7/22/2020	\$19,595	\$11,999	\$7,596
R. Rivera Turicos	2017 Acura TLX	19UUB1F55HA003214	7/22/2020	\$25,195	\$16,880	\$8,315
M. Lewis	2016 Toyota RAV4	2T3DFREV4GW51 3590	7/31/2020	\$24,714	\$15,999	\$8,715
A. Espinal	2016 MAZDA MAZDA6	JM1GJ1V59G1425212	8/6/2020	\$18,544	\$10,999	\$7,545
S. Deonandan	2019 Toyota Camry	4T1B11HK9KU680053	8/8/2020	\$20,989	\$15,439	\$5,550
J. Kriedter	2017 Nissan Rogue	KNMAT2MV0HP572590	8/8/2020	\$20,974	\$11,739	\$9,235
D. Ortiz Guevara	2017 GMC Acadia	1GKKNRLA5HZ243642	8/8/2020	\$25,069	\$16,999	\$8,070
J. Gomez	2017 Honda CR-V	5J6RW2H86HL031320	8/10/2020	\$27,800	\$19,490	\$8,310
L. Lopez	2017 Jeep Grand Cherokee	1C4RJ FBGXHC827631	8/10/2020	\$31,745	\$22,599	\$9,146
L. Morales Mendez	2017 Kia Sorento	5XYPKDA53HG314452	8/11/2020	\$26,895	\$19,999	\$6,896
J. Quichimbo Naula	2017 Chevrolet Traverse	1GNKVFED8HJ175456	8/12/2020	\$23,923	\$14,489	\$9,434
B. Vargas	2017 Honda HR-V	3CZRUGH57HM729128	8/12/2020	\$20,534	\$15,490	\$5,044
M. Cuevas	2014 Toyota Corolla	2T1BURHE7EC020552	8/14/2020	\$10,500	\$7,999	\$2,501

**Exhibit C: Automobiles Sold for More Than Their Advertised Prices on  
automaniaonline.com and luxuryautomotiveclub.com**

Buyer	Automobile	VIN	Sale Date	Purchase Price	Advertised Price	Difference
R. Thomas	2016 Kia Optima	5XXGT4L11GG008974	8/15/2020	\$19,988	\$10,999	\$8,989
A. Hosaini	2018 Dodge Grand Caravan	2C4RDGEGBJR299528	8/18/2020	\$20,190	\$13,699	\$6,491
K. Mejia Reyes	2015 MINI Paceman	WMWSS7C56FWS45021	8/21/2020	\$17,067	\$9,999	\$7,068
J. Pomare	2017 Honda Accord	1HGCR2F5XHA288201	8/21/2020	\$21,866	\$12,989	\$8,877
O. Carrera	2017 Honda Civic	2HGFC2F52HH537400	8/22/2020	\$21,095	\$11,389	\$9,706
N. Padilla	2017 Honda CR-V	2HKRW2H56HH661001	8/22/2020	\$26,439	\$18,999	\$7,440
E. Delva	2017 Toyota Corolla	2T1BURHE6HC814804	8/24/2020	\$17,349	\$10,999	\$6,350
K. Schwartz	2017 Hyundai Elantra	5NPD84LF2HH181649	8/29/2020	\$15,895	\$9,989	\$5,906
R. Rozagatsjov	2017 Ford Explorer	1FM5K8D82HGD41087	9/5/2020	\$31,934	\$21,999	\$9,935
R. Rozagatsjov	2017 Ford Explorer	1FM5KBD82HGD41087	9/5/2020	\$31,934	\$21,999	\$9,935
V. Singh	2017 Ford Focus	1FADP3H23HL330607	9/5/2020	\$17,847	\$10,490	\$7,357
C. Henry	2018 Acura TLX	19UUB1F56JA001199	9/8/2020	\$25,995	\$18,590	\$7,405
C. Banegas Peralta	2012 Honda Odyssey	5FNRL5H95CB063082	9/9/2020	\$17,795	\$16,599	\$1,196
V. Eubanks	2017 Toyota Corolla	2T1BURHE1HC810286	9/14/2020	\$19,775	\$11,899	\$7,876
T. Beverly	2018 Dodge Grand Caravan	2C4RDGEG9JR343181	9/15/2020	\$19,859	\$14,999	\$4,860
C. Givens	2017 Nissan Altima	1N4AL3AP2HN348430	9/15/2020	\$18,090	\$9,999	\$8,091
M. Mattei	2017 Nissan Rogue	5N1AT2MV9HC873295	9/16/2020	\$21,690	\$14,289	\$7,401
L. Hamson	2017 Nissan Maxima	1N4AA6AP4HC437838	9/17/2020	\$27,064	\$15,999	\$11,065
J. Cruz	2017 Nissan Rogue	5N1AT2MV4HC840351	9/18/2020	\$24,058	\$14,489	\$9,569
W. Benjamin	2017 Hyundai Elantra	KMHD84LFBHU380030	9/19/2020	\$15,395	\$9,999	\$5,396
J. Charles	2017 Honda Civic	19XFC1F45HE014822	9/20/2020	\$22,389	\$12,699	\$9,690
T. Jayson Hubbard	2017 Nissan Rogue	5N1AT2MV0HC872181	9/24/2020	\$21,088	\$11,999	\$9,089
F. Menendez Martinez	2017 Honda HR-V	3CZRU6H70HM729280	9/24/2020	\$23,474	\$14,799	\$8,675
K. Cabral Galva	2017 Jeep Grand Cherokee	1C4RJFBGXHC864646	9/25/2020	\$29,684	\$23,999	\$5,685
A. Dufresne	2017 Acura ILX	19UDE2F70HA007346	9/25/2020	\$25,064	\$13,899	\$11,165
C. Roque Lopez	2017 Acura MDX	5J8YD4H50HL006360	9/25/2020	\$33,802	\$24,999	\$8,803
S. Sacco	2017 Kia Sorento	5XYPKDA56HG338082	9/25/2020	\$29,685	\$21,899	\$7,786
G. Roman	2017 Nissan Maxima	1N4AA6AP9HC419173	9/26/2020	\$26,869	\$17,399	\$9,470
D. Hernandez	2017 Chevrolet Traverse	1GNKVFED3HJ297173	9/27/2020	\$22,988	\$15,999	\$6,989
D. Francesco	2017 MAZDA MAZDA3	3MZBN1U79HM118206	9/29/2020	\$19,834	\$10,999	\$8,835
T. Weeks	2017 Kia Sportage	KNDPNCACXH7229704	3/8/2021	\$23,878	\$14,999	\$8,879

**LUXURYAUTOMOTIVECLUB.COM FALSELY ADVERTISED PRICES**

Buyer	Automobile	VIN	Sale Date	Purchase Price	Advertised Price	Difference
L. Altagracia	2016 Acura MDX	5FRYD4H47GB058333	1/6/2021	\$26,993	\$19,995	\$6,998
O. Ba	2017 Mercedes-Benz C-Class	WDDWF4KB5HR242973	3/4/2021	\$25,050	\$17,990	\$7,060
P. Allala	2018 Mercedes GLC	WDC0G4KB2JV048342	6/19/2021	\$34,095	\$24,871	\$9,224
G. Rojas	2017 Honda Civic	2HGFC2F76HH558848	7/30/2021	\$23,780	\$15,795	\$7,985
E. Atkinson	2018 Infiniti Q60	5N1DL0MM5JC517988	9/16/2021	\$39,570	\$27,481	\$12,089

## **Exhibit D**

## Exhibit D: Out-of-State Buyers Overcharged for Title and Registration Fees

Buyer	Year/Make/Model	VIN	State	Title and Registration Fees		
				Collected	Actual	difference
J. Aguirre	2016 Honda HR-V	3CZRU6H77GM757236	PA	\$425.00	\$164.00	\$261.00
K. Agyeman	2016 BMW 5 Series	WBA5A7C54GG643128	NJ	\$375.00	\$156.50	\$218.50
P. Allala	2018 Mercedes GLC	WDCOG4KB2JV048342	NJ	\$350.00	\$156.50	\$193.50
A. Beasley	2015 Infiniti Q50	JN1BV7AR8FM419220	MA	\$400.00	\$135.00	\$265.00
L. Bonilla	2017 Nissan Maxima	1N4AA6AP0HC376939	FL	\$375.00	\$107.75	\$267.25
J. Borges	2017 Nissan Rogue	5N1AT2MV6HC771341	RI	\$400.00	\$142.50	\$257.50
J. Cahill	2017 Nissan Sentra	3N1AB7AP0HY277979	NJ	\$350.00	\$131.50	\$218.50
W. Chery	2016 Honda Civic	2HGFC2F5XGH530841	PA	\$350.00	\$164.00	\$186.00
E. Clarke	2017 Toyota Camry	4T1BF1FK7HU701267	CT	\$375.00	\$190.00	\$185.00
M. Cuevas	2014 Toyota Corolla	2T1BURHE7EC020552	CT	\$400.00	\$190.00	\$210.00
B. Dionn Dinnall	2017 Nissan Altima	1N4AL3AP9HC291445	PA	\$350.00	\$164.00	\$186.00
V. Eubanks	2017 Kia Sorento	2T1BURHE1HC810286	NJ	\$350.00	\$156.50	\$193.50
R. Festa	2016 Mercedes C Class	55SWF4KB0GU157357	NJ	\$350.00	\$156.50	\$193.50
S. Fontaine	2015 Dodge Dart	1C3CDFBB7FD251994	CT	\$400.00	\$190.00	\$210.00
J. Gonzalez-Zambrano	2016 Ford Fusion	3FA6P0HD8GR321930	NJ	\$350.00	\$156.50	\$193.50
A. Marquez-Fuentes	2015 Jeep Cherokee	1C4PJMD57FW758289	CT	\$412.00	\$190.00	\$222.00
O. Martinez	2017 Mercedes AMG	WDDWJ6EB5HF449757	CT	\$350.00	\$190.00	\$160.00
K. McLaurin	2014 Infiniti Q50	JN1BV7AR5EM700244	VA	\$312.00	\$12.00	\$300.00
M. Myers	2018 Dodge Charger	2C3CDXCT6JH122492	PA	\$375.00	\$164.00	\$211.00
L. Ofori	2015 Infiniti QX60	5N1AL0MM4FC555867	CT	\$350.00	\$190.00	\$160.00
M. Plascencia	2015 Infiniti Q50	JN1BV7AR1FM409712	CT	\$375.00	\$190.00	\$185.00
O. Ramos	2016 Honda Accord	1HGCR2F3XGA242509	NJ	\$400.00	\$156.50	\$243.50
C. Reid	2016 Acura MDX	5FRYD4H43GB048575	MD	\$350.00	\$307.00	\$43.00
E. Reyes	2017 Toyota RAV4	2T3BFREV1HW601831	NJ	\$350.00	\$156.50	\$193.50
R. Rivera	2017 Toyota Sienna	5TDKZ3DC0HS814565	NJ	\$400.00	\$156.50	\$243.50
G. Rojas	2017 Honda Civic	2HGFC2F76HH558848	NJ	\$350.00	\$131.50	\$218.50
M. Ruiz	2016 Kia Optima	5XXGU4L38GG053957	NJ	\$262.00	\$156.50	\$105.50
V. Svyryda	2016 Honda Accord	1HGCR2F52GA164468	NJ	\$375.00	\$156.50	\$218.50
K. Terry	2012 Buick LaCrosse	1G4GD5E3XCF152397	NJ	\$325.00	\$156.50	\$168.50
A. Udo	2016 Jeep Cherokee	1C4PJMDB3GW271012	NJ	\$400.00	\$156.50	\$243.50
K. Verrill	2016 Honda Accord	1HGCR2F53GA113495	CT	\$375.00	\$190.00	\$185.00
O. Wallace	2018 Nissan Altima	1N4AL3AP5JC209961	NJ	\$400.00	\$131.50	\$268.50
T. Weeks	2017 Kia Sportage	KNDPNCACXH7229704	NJ	\$350.00	\$156.50	\$193.50

# **Exhibit E**

## Exhibit E: Cancellation Option Violations

### Cancellation Option Forms Without Cancellation Date

Buyer	Automobile	VIN	Sale Date
S. Adhikari	2017 Nissan Rogue	JN8AT2MV6HW275480	9/24/2020
A. Al Fakih	2018 Toyota Corolla	5YFBURHE7JP800612	9/23/2020
L. Altagracia	2016 Acura MDX	5FRYD4H47GB058333	1/6/2021
J. Avelar	2016 Nissan Sentra	3N1AB7APXGL659335	3/27/2019
O. Ba	2017 Mercedes-Benz C-Class	WDDWF4KB5HR242973	3/4/2021
J. Benitez	2016 Jeep Cherokee	1C4PJMDS0GW103960	4/24/2019
M. Bowry	2017 INFINITI Q50	JN1EV7AR2HM838616	9/9/2020
K. Cabral Galva	2017 Jeep Grand Cherokee	1C4RJFBGXHC864646	9/25/2020
S. Cruz	2017 Nissan Pathfinder	5N1DR2MM2HC626218	3/20/2020 *
S. Das	2015 Lexus RX	2T2BK1BAXFC305000	8/29/2020
D. Delacruz	2015 Acura TLX	19UUB2F56FA015939	11/5/2018
S. Douglas	2016 Nissan Rogue	5N1AT2MV4GC834550	3/27/2019
A. Dufresne	2017 Acura ILX	19UDE2F70HA007346	9/25/2020
E. Durango	2017 Mazda 3	3MZBN1V74HM120024	12/11/2020
V. Eubanks	2017 Toyota Corolla	2T1BURHE1HC810286	9/14/2020
I. Felix	2015 Toyota RAV4	JTMBFREVOFJ037200	11/10/2018
S. Fontaine	2015 Dodge Dart	1C3CDFBB7FD251994	9/3/2018
P. Garcia Siavichay	2017 Honda CR-V	2HKRW2H59HH644063	9/6/2020
R. Hoomanawanui	2017 Nissan Rogue	KNMAT2MV6HP606550	8/25/2020
C. Iribuka	2017 Mazda 6	JM1GL1V56H1115403	9/22/2020
T. Jayson Hubbard	2017 Nissan Rogue	5N1AT2MV0HC872181	9/24/2020
A. Kaplan	2017 Acura MDX	5FRYD4H74HB018870	9/8/2020
L. Lefkowitz	2018 Hyundai Sonata	5NPE34AF9JH594700	8/26/2020
Q. Lin	2010 Lexus RX350	JTJZK1BA4A2407500	11/17/2018
T. Lodoie	2017 Hyundai Sonata	5NPE34AF6HH548915	9/6/2020
A. Marquez -Fuentes	2015 Jeep Cherokee	1C4PJMDS7FW758289	12/11/2018
J. Marsh	2015 Nissan Pathfinder	5N1AR2MM8FC705540	12/8/2018
O. Martinez	2017 Mercedes-Benz Mercedes-AM	WDDWJ6EB5HF449757	8/31/2020
A. Mendoza	2017 Kia Sorento	5XYPHDA58HG323419	9/7/2020
F. Menendez Martinez	2017 Honda HR-V	3CZRU6H70HM729280	9/24/2020
J. Moncada	2017 Nissan Rogue	5N1AT2MV6HC826404	9/7/2020
M. Myers	2018 Dodge Charger	2C3CDXCT6JH122492	5/24/2019
R. Perez	2018 Honda Accord	1HGCV1F16JA031240	3/4/2021
K. Perez	2016 Honda Civic	2HGFC2F50GH530363	5/23/2019
C. Reid	2016 Acura MDX	5FRYD4H43GB048575	2/23/2019
R. Rotundo	2016 Audi A6	WAUFGAFC9GN004538	5/15/2019
K. Schwartz	2017 Hyundai Elantra	5NPD84LF2HH181649	8/29/2020
M. Stefanidis	2016 BMW X1	WBXHT3C32GP887686	8/28/2020
H. Taylor	2017 Mercedes-Benz C-Class	55SWF4K88HU208685	9/2/2020
W. Tobar	2015 Jeep Grand Cherokee	1C4RJFBG5FC862655	4/24/2019
K. Verrill	2016 Honda Accord	1HGCR2F53GA113495	5/15/2019
N. Vil	2017 Nissan Rogue	JN8AT2MV9HW250153	9/7/2020
V. Wong	2017 Nissan Rogue	KNMAT2MV0HP593083	9/5/2020

## Exhibit E: Cancellation Option Violations

### Consumers Not Given Cancellation Option

<b>Buyer</b>	<b>Automobile</b>	<b>VIN</b>	<b>Sale Date</b>
P. Allala	2018 Mercedes GLC	WDC0G4KB2JV048342	6/19/2021
E. Atkinson	2018 Infiniti Q60	5N1DL0MM5JC517988	9/16/2021
D. Betancourt Peralta	2018 Mazda CX-9	JM3TCBCY4J0208943	6/27/2020
S. Cruz	2017 Nissan Pathfinder	5N1DR2MM2HC626218	3/20/2020 *
A. Flores	2017 Volkswagen Passat	1VWBT7A32HC036393	5/26/2021
E. Gomez	2014 Infiniti Q50	JN1BV7AR1EM687363	2/17/2021
G. Rojas	2017 Honda Civic	2HGFC2F76HH558848	7/30/2021
T. Weeks	2017 Kia Sportage	KNDPNCACXH7229704	3/8/2021

\*Cancellation Option form was both defective and not provided to consumer. Petitioner is charging as one violation.

**Exhibit F**

## Exhibit F: Conditional Contracts

Buyer	Automobile	VIN	Sale Date
P. Allala	2018 Mercedes GLC	WDC0G4KB2JV048342	6/19/2021
E. Atkinson	2018 Infiniti Q60	5N1DL0MM5JC517988	9/16/2021
J. Avelar	2016 Nissan Sentra	3N1AB7APXGL659335	3/27/2019
J. Benitez	2016 Jeep Cherokee	1C4PJMDS0GW103960	4/24/2019
D. Delacruz	2015 Acura TLX	19UUB2F56FA015939	11/5/2018
S. Douglas	2016 Nissan Rogue	5N1AT2MV4GC834550	3/27/2019
I. Felix	2015 Toyota RAV4	JTMBFREV0FJ037200	11/10/2018
A. Flores	2017 Volkswagen Passat	1VWBT7A32HC036393	5/26/2021
S. Fontaine	2015 Dodge Dart	1C3CDFBB7FD251994	9/3/2018
L. Francis	2015 Chevrolet Traverse	1GNKVFKD7FJ288655	3/3/2018
Q. Lin	2010 Lexus RX350	JTJZK1BA4A2407500	11/17/2018
C. Mahmoud	2015 Infiniti Q50	JN1BV7AR4FM391366	3/19/2018
A. Marquez -Fuentes	2015 Jeep Cherokee	1C4PJMDS7FW758289	12/11/2018
J. Marsh	2015 Nissan Pathfinder	5N1AR2MM8FC705540	12/8/2018
B. McCarthy	2017 Nissan Altima	1N4AL3AP9HC216048	11/24/2018
K. McLaurin	2014 Infiniti Q50	JN1BV7AR5EM700244	3/14/2018
M. Myers	2018 Dodge Charger	2C3CDXCT6JH122492	5/24/2019
K. Perez	2016 Honda Civic	2HGFC2F50GH530363	5/23/2019
C. Reid	2016 Acura MDX	5FRYD4H43GB048575	2/23/2018
R. Rotundo	2016 Audi A6	WAUFGAFC9GN004538	5/15/2019
M. Spagnoli	2016 Jeep Cherokee	1C4PJMDS9GW252349	4/24/2019
W. Tobar	2015 Jeep Grand Cherokee	1C4RJFBG5FC862655	4/24/2019
K. Verrill	2016 Honda Accord	1HGCR2F53GA113495	5/15/2019
Weeks	2017 Kia Sportage	KNDPNCACXH7229704	3/8/2021

# **Exhibit G**

## Exhibit G: Failure to Itemize Add-on Products

Buyer	Automobile	VIN	Sale Date
P. Allala	2018 Mercedes GLC	WDC0G4KB2JV048342	6/19/2021
E. Atkinson	2018 Infiniti Q60	5N1DL0MM5JC517988	9/16/2021
J. Avelar	2016 Nissan Sentra	3N1AB7APXGL659335	3/27/2019
J. Benitez	2016 Jeep Cherokee	1C4PJMDS0GW103960	4/24/2019
D. Delacruz	2015 Acura TLX	19UUB2F56FA015939	11/5/2018
S. Douglas	2016 Nissan Rogue	5N1AT2MV4GC834550	3/27/2019
I. Felix	2015 Toyota RAV4	JTMBFREV0FJ037200	11/10/2018
A. Flores	2017 Volkswagen Passat	1VWBT7A32HC036393	5/26/2021
S. Fontaine	2015 Dodge Dart	1C3CDFBB7FD251994	9/3/2018
Q. Lin	2010 Lexus RX350	JTJZK1BA4A2407500	11/17/2018
C. Mahmoud	2015 Infiniti Q50	JN1BV7AR4FM391366	3/19/2018
A. Marquez -Fuentes	2015 Jeep Cherokee	1C4PJMDS7FW758289	12/11/2018
J. Marsh	2015 Nissan Pathfinder	5N1AR2MM8FC705540	12/8/2018
M. Myers	2018 Dodge Charger	2C3CDXCT6JH122492	5/24/2019
W. Tobar	2015 Jeep Grand Cherokee	1C4RJFBG5FC862655	4/24/2019
K. Verrill	2016 Honda Accord	1HGCR2F53GA113495	5/15/2019

# **Exhibit H**

### Exhibit H: Financed Sales by World Auto

Buyer	Automobile	VIN	RIC dealer	Sale Date
S. Dineros	2015 Toyota Camry	4T1BF1FKXFU953124	World Auto	6/18/2016
A. Kaba	2016 Toyota Camry	4T1BF1FK2GU514016	World Auto	1/13/2017
N. Rivera	2014 Honda CR-V	5J6RM4H76EL059137	World Auto	5/26/2017
A. Mahmud/Darwish	2014 Infiniti QX60	5N1AL0MM9EC535466	World Auto	6/15/2017
D. Lopez	2014 ACURA ILX	19VDE1F53EE009844	World Auto	6/30/2017
S. Perez	2014 Nissan Maxima	1N4AA5AP4EC49886	World Auto	8/28/2017
M. Robinson	2015 TOYOTA RAV4	2T3BFREV4FW273706	World Auto	11/14/2017
M. Henry	2014 Infiniti Q50	JN1BV7AR5EM704813	World Auto	12/16/2017
M. Francis	2015 Chevrolet Traverse	1GNKVKFD7FJ288655	World Auto	3/3/2018
K. Mclaurin	2014 Infiniti Q50	JN1BV7AR5EM700244	World Auto	3/14/2018
C. Mahmoud	2015 Infiniti Q50	JN1BV7AR4FM391366	World Auto	3/19/2018
S. Fontaine	2015 Dodge Dart	1C3CDFBB7FD251994	World Auto	9/3/2018
I. Felix	2015 Toyota RAV4	JTMBFREV0FJ037200	World Auto	11/10/2018
Q. Lin	2010 Lexus RX350	JTJK1BA4A2407500	NYC Motorcars of Freeport	11/17/2018
J. Marsh	2015 Nissan Pathfinder	5N1AR2MM8FC705540	World Auto	12/8/2018
A. Marquez -Fuentes	2015 Jeep Cherokee	1C4PJMDS7FW758289	World Auto	12/11/2018
C. Reid	2016 Acura MDX	5FRYD4H43GB048575	World Auto	2/23/2019
J. Gonzalez-Zambrano	2016 Ford Fusion	3FA6P0HD8GR321930	World Auto	3/16/2019
J. Pilgrim	2016 Honda Civic	19XFC2F86GE214910	World Auto	3/18/2019
L. Ofori	2015 Infiniti QX60	5N1AL0MM4FC555867	World Auto	3/20/2019
S. Douglas	2016 Nissan Rogue	5N1AT2MV4GC834550	World Auto	3/27/2019
J. Avelar	2016 Nissan Sentra	3N1AB7APXGL659335	World Auto	3/27/2019
D. Duffus	2018 Toyota Camry	JTNB11HK3J3021244	World Auto	3/30/2019
A. Gutierrez	2016 Toyota Highlander	5TDJKRFH7GS317801	World Auto	4/1/2019
A. Canon	2014 Nissan Pathfinder	5N1AR2MM2EC693044	World Auto	4/4/2019
S. Gussain	2018 Nissan Rogue	5N1AT2MVXGC774550	World Auto	4/10/2019
B. Dionn Dinnall	2017 Nissan Altima	1N4AL3AP9HC291445	World Auto	4/20/2019
W. Tobar	2015 Jeep Grand Cherokee	1C4RJFBG5FC862655	World Auto	4/24/2019
J. Benitez	2016 Jeep Cherokee	1C4PJMDS0GW103960	World Auto	4/25/2019
C. Gordon	2016 Lexus GX 460	JTJBM7FX9G5135305	NYC Motorcars of Freeport	5/1/2019
V. Mojica	2016 Nissan Pathfinder	5N1AR2MM6GC643394	World Auto	5/2/2019
M. Allen	2015 Infiniti Q50	JN1BV7AR6FM412976	World Auto	5/4/2019
T. Josiah	2015 Infiniti Q50	JN1BV7AR5FM415626	World Auto	5/7/2019
W. Espinal	2016 Ford Fusion	3FA6P0H7XGR336911	World Auto	5/8/2019
T. Gibbs	2015 Infiniti Q50	JN1BV7AR5FM419546	World Auto	5/8/2019
W. Pinero	2017 Nissan Sentra	3N1AB7AP9HY248111	World Auto	5/14/2019
R. Rotundo	2016 Audi A6	WAUFGAFC9GN004538	World Auto	5/15/2019
K. Verrill	2016 Honda Accord	1HGCR2F53GA113495	World Auto	5/15/2019
B. Mercado	2018 Chevrolet Impala	2G1105S34J9112423	World Auto	5/16/2019
T. Pass	2017 Nissan Altima	1N4AL3AP4HC130386	World Auto	5/17/2019
J. Borges	2017 Nissan Rogue	5N1AT2MV6HC771341	World Auto	5/18/2019
N. Trotman	2016 Mercedes-Benz GLE	4JGDA5HB9GA795115	NYC Motorcars of Freeport	5/21/2019
A. Gadea	2016 Acura ILX	19UDE2F35GA022436	World Auto	5/21/2019
C. Davis	2015 Jeep Grand Cherokee	1C4RJFBG1FC166052	World Auto	5/22/2019
F. Basir	2016 Honda Civic	2HGFC2F76GH535505	World Auto	5/22/2019
J. Locascio	2016 BMW X3	5UXWX7C54G0S16321	NYC Motorcars of Freeport	5/23/2019
K. Perez	2016 Honda Civic	2HGFC2F50GH530363	World Auto	5/23/2019
N. Drew-Oyewole	2016 Nissan Rogue	5N1AT2MV8GC833160	World Auto	5/23/2019
N. Analuisa Chimbo	2016 Land Rover Discovery Sport	SALCT2BG9GH556483	World Auto	5/23/2019
M. Myers	2018 Dodge Charger	2C3CDXCT6JH122492	World Auto	5/24/2019
M. Vaneus	2015 Infiniti Q50	JN1BV7AR9FM406170	NYC Motorcars of Freeport	5/30/2019
W. James	2015 Nissan Altima	1N4AL3AP0FC599259	World Auto	5/30/2019
D. Fleurant	2015 Infiniti Q50	JN1BV7AR1FM416627	World Auto	5/30/2019

### Exhibit H: Financed Sales by World Auto

Buyer	Automobile	VIN	RIC dealer	Sale Date
L. Blackwood	2015 Infiniti Q50	JN1BV7AR3FM417715	World Auto	5/30/2019
M. Ruiz	2016 Kia Optima	5XXGU4L38GG053957	NYC Motorcars of Woodside	6/1/2019
S. Nanda	2016 Ford Fusion	3FA6P0H79GR321963	NYC Motorcars of Woodside	6/4/2019
R. Alban-Lara	2016 Infiniti QX50	JN1BJ0RR5GM261573	World Auto	6/10/2019
J. Duran	2016 Honda Accord	1HGCR2F58GA139154	World Auto	6/11/2019
H. Cortes	2016 Nissan Altima	1N4AL3AP8GC255454	World Auto	6/11/2019
M. Gilbert	2016 Ford Fusion	3FA6P0HD1GR393679	World Auto	6/12/2019
W. Wiltshire	2016 Nissan Rogue	KNMAT2MV2GP651337	World Auto	6/12/2019
T. Baird	2015 Acura ILX	19UDE2F76GA025512	World Auto	6/15/2019
S. Scott-Mohammed	2016 Honda Accord	1HGCT1B84GA000926	Automania	6/20/2019
P. Henry	2015 Infiniti QX60	5N1AL0MM3FC535335	NYC Motorcars of Freeport	6/20/2019
M. Paulino	2016 Acura TLX	19UUB2F5XGA007439	World Auto	6/20/2019
E. Rustemi	2016 Hyundai Sonata	5NPE24AF9GH334275	World Auto	6/22/2019
N. Jean Pierre	2016 Nissan Altima	1N4AL3AP3GC221521	NYC Motorcars of Freeport	6/24/2019
J. Rodriguez	2016 Acura TLX	19UUB2F59GA010235	World Auto	6/24/2019
J. Jordan	2016 Volkswagen Jetta	3VWL17AJ6GM299542	World Auto	6/26/2019
C. Chevalier	2017 Ford Fusion	3FA6P0H94HR184417	World Auto	6/26/2019
X. Jadan	2017 Ford Fusion	3FA6P0H95HR203203	Automania	6/27/2019
M. Uddin	2016 Toyota RAV4	2T3RFREV2GW480613	World Auto	6/27/2019
E. Clarke	2017 Toyota Camry	4T1BF1FK7HU701267	World Auto	6/29/2019
H. Uzquiano Robles	2018 Dodge Grand Caravan	2C4RDGEG9JR159505	World Auto	6/29/2019
R. Vernet	2016 Honda Civic LX	2HGFC2F54GH523612	NYC Motorcars of Freeport	7/2/2019
E. Ramkissoon	2016 Mazda Mazda3	3MZBM1W70GM253170	NYC Motorcars of Freeport	7/2/2019
N. Hylton	2015 Infiniti Q50	JN1BV7AR8FM423932	NYC Motorcars of Freeport	7/5/2019
W. Wei	2017 Audi Q7	WA1LAAF74HD054128	NYC Motorcars of Freeport	7/5/2019
W. Dudley	2015 Audi Q7	WA1LGAFE5FD028552	NYC Motorcars of Freeport	7/5/2019
W. Mardner	2016 Nissan Rogue	KNMAT2MV4GP729147	World Auto	7/5/2019
M. Plascencia	2015 Infiniti Q50	JN1BV7AR1FM409712	NYC Motorcars of Freeport	7/6/2019
V. Svyryda	2016 Honda Accord	1HGCR2F52GA164468	NYC Motorcars of Freeport	7/6/2019
J. Aguirre	2016 Honda HR-V	3CZRUGH77GM757236	NYC Motorcars of Freeport	7/6/2019
O. Wallace	2018 Nissan Altima	1N4AL3AP5JC209961	Automania	7/11/2019
J. Dolcy	2016 Toyota Highlander	5TDJKRFHOGS293499	NYC Motorcars of Freeport	7/18/2019
O. Sederquist	2016 Acura TLX	19UUB2F55GA008479	NYC Motorcars of Freeport	7/25/2019
E. Kyte	2016 Nissan Rogue	5N1AT2MV8GC829853	World Auto	7/31/2019
D. Torres	2016 Honda Civic	19XFC2F55GE224642	Automania	8/1/2019
V. Williams	2016 Infiniti Q50	JN1EV7AR7GM345335	World Auto	8/2/2019
J. Valderrama-Correa	2016 Nissan Rogue	5N1AT2MV6GC899951	World Auto	8/3/2019
A. Udo	2016 Jeep Cherokee	1C4PJMDB3GW271012	World Auto	8/3/2019
R. London	2018 Honda Civic	2HGFC2F55JH526994	World Auto	8/9/2019
A. Beasley	2015 Infiniti Q50	JN1BV7AR8FM419220	World Auto	8/13/2019
F. Saleh	2016 Cadillac Escalade	1GYS4DKJ9GR375184	NYC Motorcars of Freeport	8/15/2019
D. Delacruz	2015 Acura TLX	19UUB2F56FA015939	World Auto	8/22/2019
A. Hayles	2015 Nissan Altima	1N4AL3AP6FC201679	World Auto	8/22/2019
W. Chery	2016 Honda Civic	2HGFC2F5XGH530841	NYC Motorcars of Freeport	8/26/2019
A. Quiroz	2016 Honda Civic	19XFC2F7XGE228686	Automania	8/31/2019
V. Soo	2016 Toyota RAV4	2T3BFREV0GW433968	World Auto	9/2/2019
S. Khan	2015 Infiniti Q50	JN1BV7AR2FM392466	World Auto	9/6/2019
T. Rodriguez	2016 Honda HR-V	3CZRUGH73GM747464	NYC Motorcars of Freeport	9/11/2019
A. Genao	2016 Honda CR-V	2HKRM4H31GH620144	World Auto	9/17/2019
O. Ramos	2016 Honda Accord	1HGCR2F3XGA242509	World Auto	9/30/2019
G. Gonzalez Jr.	2017 Acura ILX	19UDE2F71HA003130	NYC Motorcars of Freeport	10/1/2019
S. Islam	2016 BMW 5 Series	WBA5A7C50GG150840	NYC Motorcars of Freeport	10/1/2019
N. Rojas	2016 Toyota Corolla	2T1BURHE8GC715108	NYC Motorcars of Freeport	10/5/2019

### Exhibit H: Financed Sales by World Auto

Buyer	Automobile	VIN	RIC dealer	Sale Date
M. Taylor	2018 Dodge Grand Caravan	2C4RDGEG1JR254608	NYC Motorcars of Freeport	10/5/2019
M. Alam	2016 Nissan Rogue	5N1AT2MV4GC838033	World Auto	10/5/2019
D. Puda	2016 Toyota Highlander	5TDJKRFHOGS296774	NYC Motorcars of Freeport	10/7/2019
S. Lonecke Jr.	2016 Ford Fusion	3FA6P0HD9GR401950	World Auto	10/18/2019
M. Montes-Campo	2016 Kia Optima	5XXGV4L22GG061959	NYC Motorcars of Freeport	10/19/2019
J. Haughton	2019 Hyundai Sonata	5NPE34AF2KH746396	NYC Motorcars of Freeport	10/19/2019
M. Galdamez	2016 Lexus IS	JTHCM1D20G5007478	World Auto	10/21/2019
K. Terry	2012 Buick LaCrosse	1G4GD5E3XCF152397	World Auto	10/24/2019
G. Walker	2016 Ford Fusion	3FA6P0H73GR393886	World Auto	10/25/2019
N. Chaufournier	2016 Toyota RAV4	JTMRFREV6GJ098857	World Auto	11/2/2019
R. Davenport	2018 Hyundai Elantra	5NPD84LF6JH335933	World Auto	11/11/2019
R. Davenport	2017 Nissan Sentra	3N1AB7AP4HL648333	NYC Motorcars of Freeport	11/12/2019
K. Agyeman	2016 BMW 5 Series	WBA5A7C54GG643128	World Auto	11/12/2019
K. Haracz	2018 Dodge Grand Caravan	2C4RDGEG8JR143294	World Auto	11/25/2019
H. Kaul	2016 Audi A3	WAUE8GFF3G1035653	World Auto	11/29/2019
R. Fernandez	2016 Toyota RAV4	2T3BFREV5GW526338	World Auto	12/3/2019
B. Dimaio	2016 Infiniti Q50	JN1FV7ARXGM450231	NYC Motorcars of Freeport	12/5/2019
L. Contreras	2017 Honda Accord	1HGCR2F36HA121168	World Auto	12/11/2019
R. Festa	2016 Mercedes Benz C Class	55SWF4KB0GU157357	World Auto	12/21/2019
S. Ally	2016 Infiniti Q50	JN1EV7AR8GM345635	World Auto	1/11/2020
P. Torres	2017 Nissan Altima	1N4AL3AP8HC244505	World Auto	1/30/2020
C. Abreu-Reyes	2017 Subaru WRX	JF1VA1J6XH9829263	NYC Motorcars of Freeport	2/7/2020
A. Sierra	2016 Nissan Murano	5N1AZ2MH3GN171937	World Auto	2/17/2020
C. Ferrarie	2017 Hyundai Sonata	5NPE34AF0HH499310	World Auto	2/20/2020
L. Bonilla	2017 Nissan Maxima	1N4AA6AP0HC376939	World Auto	2/21/2020
J. Boyle	2018 Mazda Mazda3 5 Door	3MZBN1L37JM209768	Automania	2/25/2020
R. Moreno	2018 Dodge Grand Caravan	2C4RDGEG1JR280951	World Auto	2/28/2020
A. Nunez	2017 Ford Fusion	3FA6P0HD0HR107516	World Auto	3/6/2020
P. Salas	2017 Chevrolet Traverse	1GNKVGKD8HJ112643	NYC Motorcars of Freeport	3/10/2020
M. Ramaj	2017 Infiniti Q60	JN1EV7EL1HM550317	World Auto	3/19/2020
F. Aidoo	2017 Toyota RAV4	2T3RFREV9HW642660	World Auto	5/12/2020
F. Mazuera	2016 Nissan Pathfinder	5N1AR2MM0GC607961	World Auto	5/21/2020
A. Cruz	2017 Ford Fusion	3FA6P0HD5HR153391	NYC Motorcars of Freeport	5/25/2020
A. Husak	2017 Hyundai Sonata	5NPE34AF5HH455948	World Auto	5/30/2020
K. Montano Gonzalez	2017 Audi A6	WAUG8AFC0HN015480	World Auto	6/3/2020
S. Wong	2017 Kia Sorento	5XYPKDA59HG337962	World Auto	6/5/2020
W. Chandler	2018 Dodge Grand Caravan	2C4RDGEG1JR345474	NYC Motorcars of Freeport	6/13/2020
K. Lalama-Mendes	2016 Infiniti Q50	JN1EV7AR6GM343849	World Auto	6/15/2020
L. Logan	2016 BMW 5 Series	WBA5A7C50GG146352	World Auto	6/17/2020
B. Ward	2017 Audi A6	WAUG8AFC3HN012122	World Auto	6/19/2020
R. Rivera	2017 Toyota Sienna	5TDKZ3DC0HS814565	Luxury Automotive Club	6/20/2020
D. Betancourt Peralta	2018 Mazda CX-9	JM3TCBCY4J0208943	World Auto	6/27/2020
R. Bien-Aime	2017 Honda Civic	19XFC2F76HE205343	World Auto	7/7/2020
L. Carrillo	2017 Subaru WRX	JF1VA2Y66H9820197	Luxury Automotive Club	7/24/2020
R. Torres	2015 BMW 3 Series	WBA3B5G55FNS16893	NYC Motorcars of Freeport	illegible
A. Belvett	2016 Jeep Cherokee	1C4PJMDS8GW119856	NYC Motorcars of Freeport	undated
K. Ganni	2015 Chrysler 200	1C3CCCAB0FN677006	World Auto	undated
R. Haywood	2016 Acura ILX	19UDE2F80GA012070	World Auto	undated
G. Wade	2016 Hyundai Sonata	5NPE24AF3GH434078	World Auto	undated
B. Kawal-Roberts	2016 Nissan Rogue	5N1AT2MV4GC785205	World Auto	unknown

# **Exhibit I**

### Exhibit I. Financed Sales by Automania

Buyer	Automobile	VIN	RIC dealer	Sale Date
E. Reyes	2017 Toyota RAV4	2T3BFREV1HW601831	Automania	5/21/2020
M. Cuevas	2014 Toyota Corolla	2T1BURHE7EC020552	World Auto	8/14/2020
J. Cahill	2017 Nissan Sentra	3N1AB7AP0HY277979	World Auto	8/30/2020
O. Martinez	2017 Mercedes-Benz Mercedes-AM	WDDWJ6EB5HF449757	World Auto	8/31/2020
S. Diaz	2017 Infiniti QX60	5N1DL0MM7HC512589	World Auto	9/3/2020
V. Singh	2017 Ford Focus	1FADP3H23HL330607	JF2 at 6020	9/5/2020
V. Wong	2017 Nissan Rogue	KNMAT2MV0HP593083	JF2 at 6020	9/5/2020
R. Rozagatsjov	2017 Ford Explorer	1FM5K8D82HGD41087	World Auto	9/5/2020
A. Mercado	2017 Acura TLX	19UUB1F54HA001499	World Auto	9/5/2020
I. Ramos	2017 Hyundai Elantra	KMHD84LF2HU321040	World Auto	9/5/2020
D. Shun	2017 Nissan Altima	1N4AL3AP7HC244902	World Auto	9/5/2020
P. Garcia Siavichay	2017 Honda CR-V	2HKRW2H59HH644063	World Auto	9/6/2020
M. Merida	2017 Nissan Rogue	5N1AT2MV9HC752766	World Auto	9/6/2020
N. Pierre	2017 Nissan Rogue	JN8AT2MV7HW015315	JF2 at 6020	9/7/2020
A. Mendoza	2017 Kia Sorento	5XYPHDA58HG323419	World Auto	9/7/2020
G. Rodriguez	2018 Honda CR-V	2HKRW2H87JH611627	World Auto	9/7/2020
J. Moncada	2017 Nissan Rogue	5N1AT2MV6HC826404	World Auto	9/7/2020
N. Vil	2017 Nissan Rogue	JN8AT2MV9HW250153	World Auto	9/7/2020
C. Henry	2018 Acura TLX	19UUB1F56JA001199	JF2 at 6020	9/8/2020
A. Kaplan	2017 Acura MDX	5FRYD4H74HB018870	World Auto	9/8/2020
H. Henriquez	2018 Nissan Sentra	3N1AB7AP4JY260687	JF2 at 6020	9/9/2020
M. Bowry	2017 INFINITI Q50	JN1EV7AR2HM838616	World Auto	9/9/2020
G. Kaur	2017 Audi A6	WAUF8AFC2HN065714	World Auto	9/9/2020
V. Eubanks	2017 Toyota Corolla	2T1BURHE1HC810286	World Auto	9/14/2020
C. Iribuka	2017 Mazda 6	JM1GL1V56H1115403	JF2 at 6020	9/22/2020
A. Al Fakih	2018 Toyota Corolla	5YFBURHE7JP800612	World Auto	9/23/2020
F. Menendez Martinez	2017 Honda HR-V	3CZRU6H70HM729280	World Auto	9/24/2020
T. Jayson Hubbard	2017 Nissan Rogue	5N1AT2MV0HC872181	World Auto	9/24/2020
S. Adhikari	2017 Nissan Rogue	JN8AT2MV6HW275480	World Auto	9/24/2020
C. Roque Lopez	2017 Acura MDX	5J8YD4H50HL006360	JF2 at 6020	9/25/2020
K. Cabral Galva	2017 Jeep Grand Cherokee	1C4RJFBGXHC864646	World Auto	9/25/2020
S. Sacco	2017 Kia Sorento	5XYPKDA56HG338082	World Auto	9/25/2020
T. Weeks	2017 Kia Sportage	KNDPNCACXH7229704	JF2 at 6020	3/8/2021

**Exhibit J**

### Exhibit J. Financed Sales by LAC

Buyer	Automobile	VIN	RIC dealer	Sale Date
R. Hoomanawanui	2017 Nissan Rogue	KNMAT2MV6HP606550	LAC	8/25/2020
L. Lefkowitz	2018 Hyundai Sonata	5NPE34AF9JH594700	World Auto	8/26/2020
M. Stefanidis	2016 BMW X1	WBXHT3C32GP887686	World Auto	8/28/2020
K. Schwartz	2017 Hyundai Elantra	5NPD84LF2HH181649	World Auto	8/29/2020
S. Das	2015 Lexus RX	2T2BK1BAXFC305000	World Auto	8/29/2020
A. Dufresne	2017 Acura ILX	19UDE2F70HA007346	World Auto	9/25/2020
E. Durango	2017 Mazda 3	3MZBN1V74HM120024	LAC	12/11/2020
A. Burgos Mendez	2016 Acura MDX	5FRYD4H47GB058333	JF2 at 6020	1/6/2021
Gomez	2014 Infiniti Q50	JN1BV7AR1EM687363	LAC	2/17/2021
O. Ba	2017 Mercedes-Benz C-Class	WDDWF4KB5HR242973	LAC	3/4/2021
R. Perez	2018 Honda Accord	1HGCV1F16JA031240	LAC	3/4/2021
P. Allala	2018 Mercedes GLC	WDC0G4KB2JV048342	LAC	6/19/2021
G. Rojas	2017 Honda Civic	2HGFC2F76HH558848	LAC	7/30/2021
Atkinson	2018 Infiniti Q60	5N1DL0MM5JC517988	JF2 at 6020	9/16/2021

**Exhibit K**

## Exhibit K: Civil Penalties

Counts	Fine Per			Fine Rule		
	Violations	Violation	Total Fines			
1 . NYC Code § 20-700	7608	\$ 260	\$ 1,978,080	\$ 350	\$ 2,662,800	R. 6-47
2 . 6 RCNY § 5-09(a)	1237	\$ 260	\$ 321,620	\$ 350	\$ 432,950	R. 6-47
3 . 6 RCNY § 2-103(i)	210	\$ 375	\$ 78,750	\$ 450	\$ 94,500	R. 6-19
4 . NYC Code § 20-268.2	50	\$ 750	\$ 37,500	\$ 900	\$ 45,000	R. 6-19
5 . NYC Code § 20-268.1(b)	24	\$ 750	\$ 18,000	\$ 900	\$ 21,600	R. 6-19
6 . NYC Code § 20-268.1(e)(2)	15	\$ 750	\$ 11,250	\$ 900	\$ 13,500	R. 6-19
7 . NYC Code § 20-268.1(d)	101	\$ 750	\$ 75,750	\$ 900	\$ 90,900	R. 6-19
8 . NYC Code § 20-268.3	17	\$ 750	\$ 12,750	\$ 900	\$ 15,300	R. 6-19
9 . NYC Code § 20-268.5(a)	6	\$ 750	\$ 4,500	\$ 900	\$ 5,400	R. 6-19
10 . NYC Code § 20-113	6	\$ 375	\$ 2,250	\$ 450	\$ 2,700	R. 6-19
10 . NYC Code § 20-265(a)	734	\$ 100	\$ 73,400	\$ 100	\$ 73,400	R. 6-11
	<b>10008</b>		<b>\$ 2,613,850</b>		<b>\$ 3,458,050</b>	

**Exhibit L**

**Exhibit I: Restitution**

Araceli Marquez-Fuentes	Kishauna McLaurin	Samuel Perez	Antonio Flores & Mayra Plaza	Patrick Allala	Darling Betancourt Peralta	Tracy Weeks	Gabriel Rojas	Earl Atkinson
16,995.00	17,580.00	14,400.00	12,000.00	24,871.00	18,990.00	14,999.00	15,795.00 (2,800.00)	27,881.00
Less: Trade-in Allowance								
Legal Add-on Product								
Sales Tax	1,079.18 <sup>CT</sup>	929.89 <sup>VA</sup>	1,278.00	1,065.00	1,647.70 <sup>NU</sup>	993.68 <sup>NU</sup>	860.92 <sup>NI</sup>	2,474.44
Fees	190.00 <sup>CT</sup>	13.11 <sup>VA</sup>	262.00	262.00	156.50 <sup>NU</sup>	156.50 <sup>NU</sup>	156.50 <sup>NI</sup>	262.00
Processing fee	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
Total	18,339.18	18,598.00	16,015.00	13,402.00	26,750.20	16,224.18	14,087.42	30,692.44
Down Payment	15,000.00	1,000.00	2,000.00	6,884.00	1,500.00	4,200.00	4,300.00	20,000.00
Amount Financed	Not relevant for restitution because buyer was illegally compelled to finance.	17,598.00	14,015.00	6,518.00	25,250.20	12,024.18	9,787.42	10,692.44
APR		20.94%	8.10%	20.89%	10.99%	13.89%	3.04%	3.99%
No. of Months (as on RIC)		72	72	72	75	75	72	75
Monthly Payment		\$431.17	\$246.41	\$159.51	\$466.91	\$312.42	\$240.73	\$148.88
Finance Charges		\$13,445.90	\$3,726.75	\$4,966.38	\$9,767.93	\$8,482.23	\$6,030.37	\$932.09
Total Payments		\$31,043.90	\$17,741.75	\$11,484.38	\$35,018.13	\$22,494.60	\$18,054.55	\$10,719.51
Total Sale Price	\$18,339.18	\$32,043.90	\$19,741.75	\$18,368.38	\$36,518.13	\$29,494.60	\$22,254.55	\$15,019.51
(what buyer should have paid)								
Total Sale Price from RIC	\$28,049.00 <sup>1</sup>	\$45,132.32	\$27,464.96	\$35,332.88	\$56,319.00	\$46,268.80	\$40,738.50	\$31,069.52
Difference	\$9,709.82	\$13,088.42	\$7,723.21	\$16,964.50	\$19,800.87	\$16,774.20	\$18,483.95	\$16,050.01
Out-of-Pocket Expenses				\$746.98	\$53.26	\$8,926.53	\$529.25	
Restitution	\$9,709.82	\$13,088.42	\$7,723.21	\$17,711.48	\$19,854.13	\$25,700.73	\$18,483.95	\$16,579.26
	Bank of America	Capital One	Bank of America	Westlake	Capital One	Westlake	Capital One	Bank of America
								Westlake

<sup>1</sup> Marquez-Fuentes Total Paid (down payment + payments to Bank of America)

For Selina Cruz and Ibonaikr Almanzar, Petitioner requests a full refund of all payments made, or to be made, by them toward the purchase and repair of their 2017 Nissan Pathfinder upon the return of the automobile to Respondents.