

THE CITY OF NEW YORK  
OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS  
TRIALS DIVISION

NEW YORK CITY DEPARTMENT OF  
CONSUMER AND WORKER  
PROTECTION,

Petitioner,

v.

KINGS AUTOSHOW INC. d/b/a  
BROOKLYN MITSUBISHI, KINGS  
AUTOSHOW II INC. d/b/a BROOKLYN  
MITSUBISHI, RUDY TREMINIO a/k/a “EL  
PATRONN,” and CHARALAMBOS N.  
CHARALAMBOUS,

Respondents.

**NOTICE TO RESPONDENTS**

To each above-named Respondents, TAKE NOTICE THAT:

**YOU HAVE A RIGHT TO FILE AN ANSWER** with the New York City Office of Administrative Trials and Hearings (“OATH”), 100 Church Street – 12th Floor, New York, New York 10007. Pursuant to Section 1-24 of Title 48 of the Rules of the City of New York, if you choose to file an answer, your answer must be filed within eight days of service if the petition was served via personal delivery or thirteen days of service if the petition was served by mail, unless the administrative law judge assigns a different deadline. Alternatively, an administrative law judge may require you to file an answer. Failure to file an answer when required may result in sanctions against you.

**YOU HAVE THE RIGHT TO BE REPRESENTED BY AN ATTORNEY OR OTHER REPRESENTATIVE**, if you choose. If you choose to be represented, your attorney or representative must file a notice of appearance with OATH.

**YOUR FAILURE OR YOUR AUTHORIZED REPRESENTATIVE’S FAILURE TO APPEAR AT THE HEARING, CONFERENCE, OR TRIAL** may result in a waiver of the right to a hearing or other disposition against you and a default decision and order being entered against you.

**OATH’S RULES OF PRACTICE AND PROCEDURE** are published in Title 48 of the Rules of the City of New York. Copies of OATH’s rules are available at OATH’s offices at 100 Church Street – 12th Floor, New York, New York 10007 and on OATH’s website: <http://www.nyc.gov/oath>.


**OATH WILL ISSUE A RECOMMENDED DECISION IN THIS MATTER**, which the Commissioner of the Department of Consumer and Worker Protection (“DCWP”) may adopt, reverse, modify, or send back to OATH, in whole or in part, for additional proceedings, pursuant to Section 2203(h)(1) of the New York City Charter.

**WITHIN THIRTY (30) DAYS OF THE ISSUANCE OF THE RECOMMENDED DECISION**, Respondents may submit to the Commissioner of DCWP by regular mail, email, or delivery to DCWP at its main office, a written argument setting forth the reasons why the Commissioner should adopt, reverse, or modify the decision, or send the decision, in whole or in part, back to OATH for additional proceedings.

**IF A FINAL ORDER OF THE COMMISSIONER REQUIRES YOU TO PAY A CIVIL PENALTY**, failure to pay that penalty in a timely manner could lead to the denial of an application for a license, permit or registration, or to the suspension, termination or revocation of a license, permit or registration issued to you by a city agency.

For: Peter A. Hatch  
Commissioner  
NYC Department of Consumer and Worker Protection  
42 Broadway, 9th Floor  
New York, NY 10004

Dated: November 1, 2021

By:   
\_\_\_\_\_  
Mark Butler  
Staff Counsel  
Counsel for Petitioner

THE CITY OF NEW YORK  
OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS, TRIALS DIVISION

NYC DEPARTMENT OF CONSUMER  
AND WORKER PROTECTION,

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v.

KINGS AUTOSHOW INC. d/b/a  
BROOKLYN MITSUBISHI, KINGS  
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MITSUBISHI, RUDY TREMINIO a/k/a “EL  
PATRONN,” and CHARALAMBOS N.  
CHARALAMBOUS,

Respondents.

**PETITION**

OATH Index No. \_\_\_\_\_

The New York City Department of Consumer and Worker Protection (“DCWP” or the “Department”) brings this action against Kings Autoshow Inc. d/b/a Brooklyn Mitsubishi, Kings Autoshow II Inc. d/b/a Brooklyn Mitsubishi Pre-Owned, Rudy Treminio a/k/a “El Patronn,” and Charalambos N. Charalambous (collectively, “Respondents”), and alleges as follows:

**INTRODUCTION**

1. For years, Brooklyn Mitsubishi has falsely advertised the used vehicles it offers for sale, flooding the Internet, including its own websites, third-party websites, and its social media accounts, with false and misleading statements about its inventory and prices. Its scheme paid off. Brooklyn Mitsubishi saw its monthly sales figures double, from fewer than 200 vehicles sold per month to about 400 per month.<sup>1</sup> Rudy “El Patronn” Treminio, the General Manager and face of Brooklyn Mitsubishi, repeatedly bragged about the dealership’s growth in sales on social media

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<sup>1</sup> Brooklyn Dealer Plans Game Changers Event, F&I and Showroom, Oct. 17, 2018, <https://www.fi-magazine.com/350958/brooklyn-dealer-plans-game-changers-event?page=75>; El Patronn & Anthony Alagon Automotive Game Changer Conference, Oct. 11, 2018, <https://youtu.be/fgsCzS9K2Pg>.

and in industry publications. But the increase in sales was based largely on deception, and Brooklyn Mitsubishi's illegal practices harmed hundreds, if not thousands of consumers.

2. Adam Bolton's experience is typical of Brooklyn Mitsubishi's customers. On October 11, 2018, he saw a 2016 Mazda CX-5 Touring on BrooklynMitsubishi.com, AutoList.com, and CarGurus.com advertised for \$16,997.

**BROOKLYN MITSUBISHI** 5912 Clark Ave, Brooklyn, NY 11203 (888) 268-5514

2016 Mazda CX-5 For Sale at Brooklyn Mitsubishi - (888) 268-5514

OVER 500 USED CARS FOR SALE

**NEW ARRIVAL PHOTOS COMING SOON!**

NEW ARRIVAL PHOTOS COMING SOON!

Contact Seller Now

Make: Mazda  
Model: CX-5  
Condition: None  
Price: \$16,997  
Year: 2016

**MITSUBISHI MOTORS** Drive your ambition

2016 Mazda CX-5 \$16,997  
35k Miles

Email Share

**Buyer Intelligence**

12% less than similar listings  
40 days on market  
-\$4,948 historic price change

Carfax Price history

2016 Mazda CX-5 Touring AWD - \$16,997

TEXT "ELPATRONN" TO 347-986-1408

Brooklyn, NY · 3 mi away

PRICE ANALYSIS

↑ GREAT DEAL  
\$16,997 Dealer's Price  
\$2,185 Below Market

Call (347) 986-1408  
Text  
Request Information

Last Contacted on 10/11/2018

Estimated Payment\* \$313 60 months, 3.99% APR

Avg. Dealer Rating: ★★★★★

NEGOTIATION

40 days on CarGurus  
18 saves  
\$702 Price drop

ORIGINAL \$17,699 LOW \$16,997 HIGH \$17,699 CURRENT \$16,997

**Top Left:** BrooklynMitsubishi.com  
**Right:** CarGurus.com  
**Bottom Left:** AutoList.com

3. He requested information from the dealer through the CarGurus.com website,

resulting in an automated response. He then emailed Brooklyn Mitsubishi directly: “I’d like to come test drive this car tonight if possible. Can you please let me know the full price of the car, including fees? I don’t want to be surprised at any reconditioning or dealer fees on top of the usual tax, title, and registration fees.” Myra Youcefi, the dealer’s “Business Development Center Agent” replied, “Myra here at Brooklyn Mitsubishi. The price is the price listed online. Minus the taxes, tags, registration cost...”

4. That evening, Adam Bolton visited Brooklyn Mitsubishi to purchase the Mazda for the advertised price. He met with several representatives, including a salesman and a manager, both of whom repeatedly assured him the price of the automobile was \$16,997. At the end of his visit, they instructed him to sign several documents, pointing on each document to where he must sign. But they deliberately concealed from him any document that clearly showed the actual price of the automobile, and they did not provide him with copies of all sale documents either before or after the transaction was completed.

5. After leaving the dealership, Adam Bolton made numerous attempts to obtain a copy of the bill of sale from Brooklyn Mitsubishi, but each time he was rebuffed, as the dealer refused to provide it to him. Finally, weeks later, they gave him an unsigned bill of sale, showing the price charged for the vehicle was \$19,100. Brooklyn Mitsubishi refused to give him a refund for the amount they overcharged him. He filed a complaint with DCWP. In response to his complaint, Brooklyn Mitsubishi wrote, “There was an open repair order for NYS inspection and reconditioning prior to Mr. Bolton buying the car and the price of the car was changed to \$19,100.” This explanation, however, in no way justifies the overcharge and, indeed, it constitutes an admission of unlawful conduct; section 2-103(i) of title 6 of the Rules of the City of New York (“Rules” or “RCNY”) explicitly prohibits second-hand automobile dealers (“SHADs”) from charging above the advertised price.

6. Brooklyn Mitsubishi engaged in various other illegal practices—in connection with Mr. Bolton’s sale and many other sales—such as failing to provide legally required documents and disclosures to consumers, submitting false credit applications to lenders, deceptive advertising, concealing or misrepresenting financing terms, and misrepresenting warranty terms.

7. By this proceeding, DCWP seeks restitution for aggrieved consumers, civil penalties, and the revocation of Kings Autoshow Inc.’s and Kings Autoshow II Inc.’s SHAD licenses, so that Brooklyn Mitsubishi cannot continue harming consumers in the future.

### **PARTIES**

8. The Department is a mayoral agency of the City of New York that protects and enhances the daily economic lives of New Yorkers to create thriving communities. The Department is charged with the protection and relief of the public from deceptive, unfair, and unconscionable practices, and is responsible for the maintenance of standards of integrity, honesty, and fair dealing among persons engaged in licensed activities. New York City Charter § 2203(h) and title, 20, chapter 1, of the NYC Administrative Code (“NYC Code”) authorize DCWP to enforce the licensing laws and rules governing SHADs and the New York City Consumer Protection Law (“CPL”).

9. Kings Autoshow Inc. d/b/a Brooklyn Mitsubishi is a New York domestic business corporation with its principal executive office located at 5910 Church Ave, Brooklyn, New York, 11203. From April 2001 to August 14, 2021, Kings Autoshow Inc. was licensed by DCWP to operate as second-hand automobile dealer at 5815 Church Ave, Brooklyn, New York under license No. 1077788-DCA.

10. Kings Autoshow II Inc. d/b/a Brooklyn Mitsubishi Pre-Owned is a New York domestic business corporation with its principal executive office located at 5815 Church Ave, Brooklyn, New York, 11203. From May 2010 to August 14, 2021, Kings Autoshow II Inc. was

licensed by DCWP to operate as second-hand automobile dealer at 5906 Church Ave, Brooklyn, New York under license No. 1170293-DCA.

11. Respondent Charalambos N. Charalambous is the President and an owner of Kings Autoshow Inc. and Kings Autoshow II Inc., positions he has held since 2001 and 2010, respectively. On October 6, 2020, the Department notified Mr. Charalambous of many of the deceptive and otherwise illegal practices alleged herein. Several of the practices continued after his receipt of the letter.

12. Rudy Tremino a/k/a “El Patronn” has been a “Managing Partner” and “General Manager” of Brooklyn Mitsubishi from August 2017 to the present.<sup>2</sup> In these roles, he pays “close attention to daily operations,” and creates “cost-effective advertising programs and merchandising strategies for the dealership . . . .” *Id.* As the face of Brooklyn Mitsubishi, his image appears on Brooklyn Mitsubishi’s website and social media accounts. Brooklyn Mitsubishi’s social media accounts are “powered by El Patronn.” Rudy Treminio promotes himself as a digital advertising expert, the “king of social media,” and hosts conferences where he trains others in online advertising. He has boasted, “I do not have an ad agency and I do everything pretty much myself . . . .”<sup>3</sup>

13. Kings Autoshow Inc. d/b/a Brooklyn Mitsubishi and Kings Autoshow II Inc. d/b/a Brooklyn Mitsubishi Pre-Owned have operated as a common enterprise while engaging in the deceptive and otherwise unlawful acts and practices alleged below. They have undertaken the business practices described below through interrelated companies that have common ownership, officers, managers, business functions, employees, and office locations. Because Brooklyn Mitsubishi has operated as a common enterprise, each of the corporate Respondents is jointly and

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<sup>2</sup> <https://www.linkedin.com/in/elpatronn> (last visited Oct. 29, 2021).

<sup>3</sup> EL Patronn Automotive Game Changer Conference, Sept. 25, 2018, <https://youtu.be/FZj-z8DfVc0>.

severally liable for the acts and practices alleged below. President Charalambos N. Charalambous and Managing Member/General Manager Rudy Treminio have formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Brooklyn Mitsubishi that constitute the common enterprise.

## **STATEMENT OF FACTS**

### **I. Brooklyn Mitsubishi Charges Consumers more than the Advertised Price.**

14. For years, Brooklyn Mitsubishi has sold used vehicles at prices well above their advertised prices.

15. Since 2018, Brooklyn Mitsubishi has charged *at least* 186 consumers above the advertised price. Schedule A of this Petition identifies 186 used vehicle sales in which Brooklyn Mitsubishi charged the consumer above the advertised price. For example:

- a. Karinie Olivero saw a 2017 Jeep 4W Grand Cherokee advertised by Brooklyn Mitsubishi on CarGurus.com for \$27,994. On June 20, 2018, she visited Brooklyn Mitsubishi to purchase the used Jeep for the advertised price and paid \$10,000 down. After taking Ms. Olivero's \$10,000, Brooklyn Mitsubishi prepared the paperwork and rushed her through signing numerous documents. Brooklyn Mitsubishi charged her \$36,585 for the Jeep, or \$8,500 above the advertised price. When Karine Olivero complained about the price she paid, Brooklyn Mitsubishi claimed that she did not qualify for the online price because she did not have excellent credit.
- b. Priscilla Pendola viewed a 2013 Mercedes-Benz GLK 250 4Matic advertised on BrooklynMitsubishi.com for \$15,812. On the morning of July 21, 2018, she visited Brooklyn Mitsubishi to purchase the Mercedes Benz for the advertised price. She paid \$10,000 down and then Brooklyn Mitsubishi forced her to wait until late into



the evening to complete the transaction. After hours of waiting, she was instructed to sign a stack of documents in rapid succession. Brooklyn Mitsubishi charged her \$18,302 for the automobile.

- c. Ezra Isaacs viewed a 2010 INFINITI G37 advertised on BrooklynMitsubishi.com for \$9,949. On August 14, 2018, Brooklyn Mitsubishi deceived him into paying \$12,945 for the INFINITI.
- d. As explained in detail above, Adam Bolton saw a 2016 Mazda CX-5 Touring advertised on BrooklynMitsubishi.com, CarGurus.com, and AutoList.com for \$16,997. After confirming that price with a Brooklyn Mitsubishi representative on October 11, 2018, Mr. Bolton visited the dealer to purchase the vehicle. Although the staff repeatedly confirmed the vehicle price was \$16,997, they ultimately sold it to him for \$19,100. In response to Mr. Bolton's complaint, Brooklyn Mitsubishi's Manager, Chris Prado, explained the price of the car was raised to \$19,100 because the dealer still needed to inspect and recondition the car. However, those are not lawful justifications for charging above the advertised price.
- e. Kimberly Bennett viewed a 2017 Nissan Rogue advertised on BrooklynMitsubishi.com for \$13,799. On August 9, 2019, after she traded in her vehicle and agreed to pay \$2,000 down for the Rogue, Brooklyn Mitsubishi refused to honor the advertised price and charged her \$15,500 for the vehicle. When Kimberly Bennett complained to DCWP, Chris Prado admitted Brooklyn Mitsubishi overcharged her and claimed, "the internet special price had expired."
- f. Athena Yin Bohm saw a 2016 Mitsubishi Outlander Sport advertised by Brooklyn Mitsubishi on Cars.com for \$14,995. Brooklyn Mitsubishi also advertised the vehicle on BrooklynMitsubishi.com, quoting a "FINANCE FOR" price of \$14,995.

Before going to the dealership, Ms. Bohm contacted them to confirm the price, which they did. On September 13, 2019, she went to Brooklyn Mitsubishi and after making a down payment, Brooklyn Mitsubishi charged her \$16,995 for the vehicle. In response to Ms. Bohm's complaint, Chris Prado admitted Brooklyn Mitsubishi overcharged her and claimed the advertised offer was "expired."

- g. Mikerlove Telamond viewed a 2019 Jeep Cherokee Latitude advertisement on CARFAX.com for \$16,995. It was also advertised on BrooklynMitsubishi.com with a "FINANCE FOR" price of \$16,995, and on BrooklynMitsubishiEspañol.com, Cars.com, and CarGurus.com for \$16,995. On February 1, 2020, Brooklyn Mitsubishi charged her \$20,775 for the vehicle.

16. In addition to charging above the advertised price for these and many other automobiles, Brooklyn Mitsubishi also added a \$90 fee for "VSI" to the price of at least 13 second-hand automobiles. VSI likely stands for "vendor's single interest" insurance, which is a type of insurance that protects a lender from the risk of the borrower's default.

## **II. Brooklyn Mitsubishi's Persistent and Pervasive Deceptive Advertising**

17. For the last several years, Brooklyn Mitsubishi has flooded the internet with deceptive advertisements on their own site and on various third-party sites. Brooklyn Mitsubishi's advertisements were or still are deceptive in at least 17 separate ways. Each deceptive statement, representation, and visual description is discussed below.

18. In a letter dated September 23, 2020, the Department notified Brooklyn Mitsubishi and Brooklyn Mitsubishi Pre-Owned of the different ways in which their advertising was deceptive. Several weeks later, on October 6, 2020, the Department sent a similar letter to the President and an owner of the dealers, Charalambos N. Charalambous. Despite the Department's letters, as detailed below, Brooklyn Mitsubishi knowingly continued engaging in seven of the

deceptive types of advertising.

**A. Brooklyn Mitsubishi has Deceptively Advertised “Expired” Prices and Excluded “Reconditioning Fees” and “Destination Charges” from the Advertised Prices.**

19. As explained in section I above, for years, Brooklyn Mitsubishi has advertised hundreds of used vehicles for sale on its websites, BrooklynMitsubishi.com and BrooklynMitsubishiEspanol.com, at prices *thousands of dollars less* than the *actual* prices of such vehicles. Brooklyn Mitsubishi similarly advertises its inventory on several third-party websites.

20. On the inventory pages of its sites, the price of each used vehicle was bold, prominent, and without qualification. For example, on BrooklynMitsubishi.com, Brooklyn Mitsubishi advertised for sale a 2017 Nissan Rogue for a price of \$13,799.

TEXT "ELPATRONN" TO 55678 FOR SPECIAL OFFERS ON THIS VEHICLE

Pre-Owned 2017 Nissan Rogue S AWD  
VIN: KNMAT2MV0HP547642 STOCK #: 547642

Engine: 2.5L I4 DOHC 16V  
Trans: CVT with Xtronic  
Drivetrain: AWD  
Exterior: Silver  
Interior: charcoal  
Mileage: 47,186  
HWY: 32 MPG | CITY: 25 MPG †

RETAIL PRICE ~~\$17,400~~  
SPECIAL PRICE \$13,799  
YOU SAVE NOW \$3,601

SHOW PAYMENT OPTIONS

FREE CARWASH

BROOKLYN MITSUBISHI IS THE NUMBER ONE MITSUBISHI DEALER IN THE TRI-STATE AREA!!! Oil Change Performed, 120 point Inspection Performed, Bluetooth, ... [more]

21. Brooklyn Mitsubishi similarly advertised the price of each vehicle on the individual automobile pages. Each individual page also reassured consumers that Brooklyn Mitsubishi’s advertised prices were true. The pages all contained the statement “No Games, No Gimmicks, No hidden fees. The price you see is the price pay [sic].”

22. However, the advertised price of every used vehicle was, despite appearing on the page *each and every day*, purportedly “expired.” Buried in a dense paragraph on each individual vehicle webpage was the following limitation: “All internet starting prices expire at 12:01 PM today.” Brooklyn Mitsubishi did not disclose this material limitation clearly and conspicuously but instead purposefully hid it from consumers. Nor did Brooklyn Mitsubishi take down the advertised

prices each day around noon after they “expired,” or update them to the actual price. Brooklyn Mitsubishi sought to have its cake and eat it too: it lured in consumers with deceptively low advertised prices on its vehicles and then consistently disavowed those prices by claiming they were “expired.” This deceptive scheme to defraud the public went on every day for many years.

23. Furthermore, the advertised “price” on the inventory and individual automobile pages was not actually the *total* automobile price. The inconspicuous, fine-print block paragraph also claimed that “reconditioning fees” and “destination charges” were excluded from the advertised price. However, reconditioning fees are made-up and illegal fees. And a destination charge is an amount paid to the dealer for the transportation of a *new* automobile to the location at which it is delivered; it does not apply to used cars. To claim that these fees can be added to the price of a second-hand automobile is false and misleading because Rule 2-103(i) prohibits SHADs from adding such charges to the advertised price of a used vehicle.

24. Brooklyn Mitsubishi has advertised deceptively low, “expired” prices for at least 200 used vehicles per day, every day, on the following websites and during the following time periods:

- a. BrooklynMitsubishi.com from at least September 28, 2018, through September 10, 2020;
- b. BrooklynMitsubishiEspanol.com from at least September 2017 through May 27, 2020;
- c. CarGurus.com from at least January 31, 2019, through September 10, 2020;
- d. Cars.com from at least January 31, 2019, through September 17, 2020; and
- e. AutoList.com from at least January 30, 2019, through March 26, 2020.

25. Even after receiving the Department’s September 23 and October 6, 2020 letters, Brooklyn Mitsubishi has continued to misrepresent daily to the present day on

BrooklynMitsubishi.com that it could add destination charges and reconditioning fees to the prices of used vehicles.

**B. The “FINANCE FOR” Prices on BrooklynMitsubishi.com Were Deceptive Because Down Payment Amounts Were Excluded from the Advertised Prices.**

26. Brooklyn Mitsubishi advertised “FINANCE FOR” prices as the vehicles’ total prices. The “FINANCE FOR” prices were not the vehicles’ actual prices because Brooklyn Mitsubishi excluded mandatory down payments of \$1,995 to \$2,695 from these prices. Below is an advertisement from a BrooklynMitsubishi.com used inventory page showing the “FINANCE FOR” price of a 2017 INFINITI Q60.

TEXT "ELPATRON" TO 55678  
FOR SPECIAL OFFERS ON THIS VEHICLE

Pre-Owned 2017 INFINITI Q60 Sport AWD  
VIN: JN1EV7EL3HM552733 STOCK #: HM552733

Engine: 3.0L V6 DOHC  
Trans: 7-Speed Automatic Electronic  
Drivetrain: AWD  
Exterior: Black  
Interior: graphite  
Mileage: 31,838  
HWY: 27 MPG | CITY: 19 MPG †

RETAIL PRICE  
~~\$36,240~~

YOU SAVE NOW  
**\$5,555**

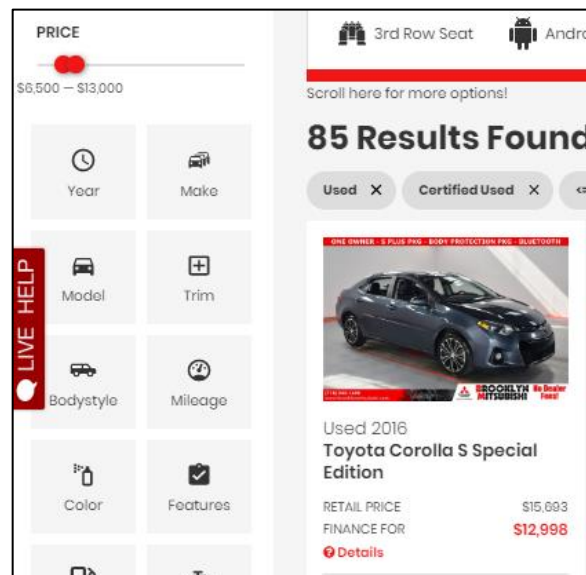
FINANCE FOR  
**\$30,685**

SHOW PAYMENTS

BROOKLYN MITSUBISHI IS THE NUMBER ONE MITSUBISHI DEALER IN THE TRI-STATE AREA!!!, Oil Change Performed, 120 point inspection Performed, Bluetooth, ... [ more ]

27. The appearance of “FINANCE FOR” prices, their location on the used inventory and individual vehicle webpages, and the way in which they are compared to the “RETAIL PRICE” of the vehicles gave consumers the impression that they were the vehicles’ total prices. Why compare the “FINANCE FOR” price to a “RETAIL PRICE” and include a purported savings amount if not to give the impression the “FINANCE FOR” price was the total price of the car?

28. Other aspects of the website’s design confirmed Brooklyn Mitsubishi’s message that the “FINANCE FOR” prices were the total prices. The used inventory webpage allowed consumers to filter the vehicles by price. For example, on February 3, 2020, BrooklynMitsubishi.com advertised 304 used vehicles in its inventory. If a consumer filtered the inventory to show only those used vehicles priced below \$13,000, the page returned the 85 vehicles that had a “FINANCE FOR” amount below \$13,000, indicating that the “FINANCE FOR” amounts were the total vehicle prices.



Excerpt of the used inventory webpage on www.BrooklynMitsubishi.com taken on Feb. 3, 2020, filtered by a price range of \$6,500-\$13,000.

29. The “FINANCE FOR” prices were false and misleading because the actual total vehicle prices were at least \$1,995 to \$2,695 *higher than* the advertised “FINANCE FOR” prices.

30. Indeed, Brooklyn Mitsubishi ended up charging Rhoda Bouknight \$32,900 for the 2017 INFINITI Q60 depicted above with a “FINANCE FOR” price of \$30,685.

31. The advertised “FINANCE FOR” prices on BrooklynMitsubishi.com were deceptive for another reason. Brooklyn Mitsubishi impliedly represented that obtaining financing for the purchase of used vehicles was a condition of obtaining the advertised price. That is not true.

32. The advertised price must be available to all consumers, regardless of whether they pay cash or finance the purchase. Specifically, NYC Code § 20-268.1(a) prohibits SHADs from requiring a consumer to obtain financing from a lender for the purchase of a used vehicle.

33. The deceptive “FINANCE FOR” prices were advertised in connection with at least 200 used vehicles every day for 151 days, from September 5, 2019, to February 3, 2020, on the

used inventory webpages and individual vehicle webpages on BrooklynMitsubishi.com.

**C. The “Our Price” of the Used Vehicles on BrooklynMitsubishiEspanol.com Were not the Actual Vehicle Prices Because Down Payments Were Excluded from the Prices.**

34. While Brooklyn Mitsubishi opted to advertise its inventory on the site BrooklynMitsubishi.com using deceptive “FINANCE FOR” prices, it employed a different scheme for its related Spanish-language site, BrooklynMitsubishiEspanol.com, from September 5, 2019, to February 3, 2020. Specifically, Brooklyn Mitsubishi advertised at least 200 used vehicles every day on the used inventory webpage and each individual automobile webpage on BrooklynMitsubishiEspanol.com with a deceptive “Our Price” appearing next to each used vehicle in between a crossed-off “retail price” and an amount “you save.” The “OUR PRICE” advertised on BrooklynMitsubishiEspanol.com was not the actual vehicle price because it also did not include the additional mandatory down payment of \$1,995 to \$2,695.

**2017 INFINITI Q60 Sport**  
31,838 mi, 3.0L V6 DOHC, 7-Speed Automatic Electronic, AWD

- CONDICIÓN: Usado
- MODELO: Q60
- NIVEL: Sport
- ESTILO DE CARROCERÍA: 2D Coupe
- EXTERIOR: Black Obsidian
- INTERIOR: graphite
- PUERTAS: 2
- STOCK: HM552733
- MODELO #: 92617
- VIN #: JN1EV7EL3HM552733
- MILLAJE: 31838
- MOTOR: 3.0L V6 DOHC
- TRANSMISIÓN: 7-Speed Automatic Electronic
- COMBUSTIBLE: Gasoline
- TREN DE TRANSMISIÓN: AWD

Retail Price	<del>\$36,240</del>
<b>Our Price</b>	<b>\$30,685</b>
You Save	\$5,555

Solicitar E-price  
Obtener Aprobación  
Calcular Pagos

19 Ciudad 27 Carr

La clasificación actual variará con las opciones, condiciones de conducción, hábitos, y condiciones del vehículo.

35. The dollar amounts advertised as “Our Price” on BrooklynMitsubishiEspanol.com were the same as the “FINANCE FOR” prices on BrooklynMitsubishi.com. For example, on BrooklynMitsubishi.com, the price of the 2017 INFINITI Q60 depicted above was “FINANCE FOR \$30,685.” On BrooklynMitsubishiEspanol.com, it was “Our Price \$30,685.”

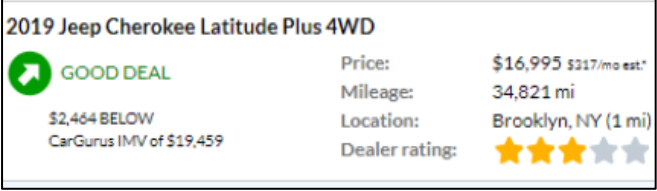
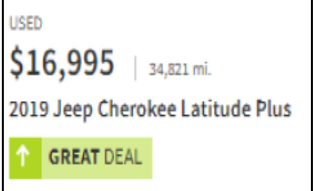
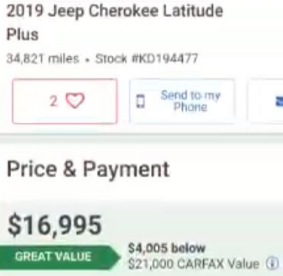
36. The prices advertised on BrooklynMitsubishiEspanol.com were also deceptive

because Brooklyn Mitsubishi misrepresented that the prices were conditioned upon obtaining financing.

**D. Brooklyn Mitsubishi Deliberately Advertised False Prices on CarGurus.com, AutoList.com, and Cars.com.**

37. From September 5, 2019, to February 3, 2020, Brooklyn Mitsubishi advertised false and misleading used vehicle prices on several third-party online marketplaces, such as CarGurus.com, Cars.com, and AutoList.com, where thousands of used car dealers advertise their used inventory. Consumers search these aggregator websites to compare the inventory and prices of multiple dealers simultaneously. The prices on these websites were false during this period because Brooklyn Mitsubishi excluded a down payment of \$1,995 to \$2,695 from the advertised prices.

38. For example, on January 31, 2020, Brooklyn Mitsubishi advertised the same 2019 Jeep Grand Cherokee Latitude on CarGurus.com, Cars.com, and CARFAX.com for \$16,995.

CarGurus.com	Cars.com	CARFAX.com
		

39. The prices on these websites were false for two reasons. First, Brooklyn Mitsubishi excluded an additional down payment of \$2,695 from the price. Second, as is clear on BrooklynMitsubishi.com, \$16,995 is only the “FINANCE FOR” price for this vehicle. There was no way for a consumer to walk into Brooklyn Mitsubishi and purchase this vehicle for the cash price advertised on CarGurus.com and Cars.com. Indeed, Brooklyn Mitsubishi charged Mikerlove Telamond \$20,775 for this Jeep.



**E. The “Advertised Price” and “TruePrice” on TrueCar.com were Deceptive.**

40. TrueCar.com is an online marketplace with a reputation for providing truthful information to consumers about automobiles. The website states, “Our national network of Certified Dealers shares our belief that truth, transparency and fairness are the foundation of a great car buying experience.” Brooklyn Mitsubishi exploited TrueCar’s reputation for truth to deceive consumers with false prices.

41. From at least June 24, 2018, to February 14, 2020, Brooklyn Mitsubishi deceptively advertised the prices of its vehicles on TrueCar.com. The price, “Advertised Price,” and “TruePrice” displayed on TrueCar.com were all false and misleading because they were not the *total* price; rather, they excluded certain misleading and illegal charges that were revealed only later in the browsing process.

42. The search results webpage on TrueCar.com displayed a price for the used vehicle inventory without qualification. If the consumer clicked on the vehicle, it opened the individual TrueCar webpage for that vehicle, which described the low price as “Your TruePrice” and the “Advertised Price.” Significantly, the initial individual vehicle page does not disclose the amount of dealer fees that will be charged on top of the “Your TruePrice” and the “Advertised Price.”

43. In order to see the actual total price, a consumer had to click “Get Your TruePrice” and complete four steps in a pop-up window. After entering their name (step 1), email address (step 2), phone number (step 3), and zip code (step 4), a new page revealed the “TruePrice Breakdown” containing the actual vehicle price. The actual price was \$1,995 to \$2,995 higher because of illegal “dealer fees” for “reconditioning” or other mandatory amounts due at signing.

44. For example, on March 1, 2019, Brooklyn Mitsubishi advertised a 2015 Jeep Grand Cherokee Altitude on TrueCar.com for \$24,888. After entering contact information, TrueCar.com reveals a \$2,995 “reconditioning fee,” raising the total price to \$27,883.

**\$24,888**  
Great Price

[Estimate My Monthly Payment](#)

Check Availability on this vehicle and unlock these features.

- ✓ Upfront Price Available
- ✓ Get a full TruePrice Breakdown
- ✓ Work with a trusted Dealer Rep

[Check Availability >](#)

[See Your TruePrice >](#)

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TruePrice Breakdown

Price Details	
Advertised Price	\$24,888

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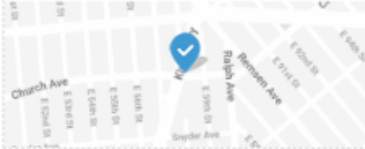
Benefits	
Upfront Price ⓘ	Available
Home Delivery ⓘ	Available
Dealer Fees ⓘ	Available


Claim your offer and receive these benefits with your final price.

TrueCar.com page for a 2015 Jeep Grand Cherokee Altitude before consumer enters contact information

TruePrice  
**\$24,888**  
+ \$2,995 Dealer Fees

Kings Auto Show will contact you soon.




**Steve Vela**  
 BDC Manager/Director  
 (877) 588-4413

[Print Certificate](#)

[Return to Search](#)

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TruePrice Breakdown

Price Details	
Price	\$24,888

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Benefits	
Upfront Price ⓘ	Included
Home Delivery ⓘ	Available

---

Dealer Fees	
reconditioning	+\$0
reconditioning	+\$2,995

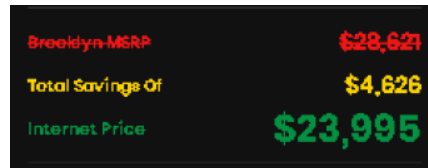
Total Before Tax **\$27,883**

TrueCar.com page for a 2015 Jeep Grand Cherokee Altitude after consumer enters contact information

45. Brooklyn Mitsubishi ended up charging a consumer \$29,900 for this 2015 Jeep Grand Cherokee Altitude 4WD, thousands of dollars above the prices on TrueCar.com.

**F. Brooklyn Mitsubishi’s “Brooklyn MSRP” and “Total Savings” Claims Are Deceptive.**

46. On February 4, 2020, Brooklyn Mitsubishi began advertising a “Brooklyn MSRP” dollar figure in connection with every used vehicle on the used inventory pages and on each individual used vehicle page on BrooklynMitsubishi.com. Below is a typical example.



47. The “Manufacturer Suggested Retail Price” or “MSRP” applies to new vehicles only, not the used vehicles sold by Brooklyn Mitsubishi. And there is no such thing as a “Brooklyn MSRP” for any type of vehicle. Brooklyn Mitsubishi fabricates the existence of a “Brooklyn MSRP” and the specific numbers out of whole cloth to create the false impression it is offering the vehicles at discounted prices.

48. On or about February 14, 2020, Brooklyn Mitsubishi began advertising a “Total Savings” amount in connection with every vehicle on its used inventory page and on each used vehicle webpage at BrooklynMitsubishi.com. It was the difference between the “Brooklyn MSRP” and the “Internet Price.”

49. The “Total Savings of” amount is likewise false and misleading because the reference price, the “Brooklyn MSRP,” is completely made-up. Because the claimed savings are based on a fictitious starting point, the consumer is not realizing any “savings.”

50. And, for some used vehicles, the false “Brooklyn MSRP” was actually *higher* than the vehicle’s MSRP when it was new. For example, the “Brooklyn MSRP” of a *used* 2020 Mitsubishi Outlander Sport was “\$28,621.” The actual MSRP for that specific vehicle when it was

brand *new* was only \$24,995.<sup>4</sup>

51. Brooklyn Mitsubishi ignored the Department’s September 23 and October 6, 2020 letters and has continued using “Brooklyn MSRP” and “Total Savings Of” claims to the present.

**G. Brooklyn Mitsubishi’s “The price you see is the price you pay” Claim Is Deceptive.**

52. Brooklyn Mitsubishi maintains a YouTube channel entitled “Brooklyn Mitsubishi” where it publishes many videos promoting its dealership and vehicles.

53. In at least five videos published on its YouTube Channel, Brooklyn Mitsubishi has claimed “THE PRICE YOU SEE IS THE PRICE YOU PAY.”

54. The titles of the videos and the date Brooklyn Mitsubishi posted them on YouTube are listed below. They have remained continuously posted on YouTube, and have been visible to the public, daily from their respective publication date to the date of this Petition.

<b>VIDEO TITLE</b>	<b>DATE POSTED</b>	<b>VIDEO ADDRESS</b>
Buy a Nissan From Brooklyn Mitsubishi NO Dealer Fees	12/26/2019	<a href="https://www.youtube.com/watch?v=VRUjbSK9FSM">https://www.youtube.com/watch?v=VRUjbSK9FSM</a>
2019 Mitsubishi Inventory MSRP Reduction Sales	12/26/2019	<a href="https://www.youtube.com/watch?v=QjCH0as4m9w">https://www.youtube.com/watch?v=QjCH0as4m9w</a>
Surfing the Web looking for Vehicles Ask Them do you have any Dealer Fees	1/6/2020	<a href="https://www.youtube.com/watch?v=meCN7f4nS94">https://www.youtube.com/watch?v=meCN7f4nS94</a>
Ask the Dealer Do you have any Dealer Fees	1/21/2020	<a href="https://www.youtube.com/watch?v=d21GduUoQO4">https://www.youtube.com/watch?v=d21GduUoQO4</a>
Dodge Price You See is the Price you Pay!	1/21/2020	<a href="https://www.youtube.com/watch?v=ppm1SZV9r0A">https://www.youtube.com/watch?v=ppm1SZV9r0A</a>

55. “THE PRICE YOU SEE IS THE PRICE YOU PAY” is false and misleading because the price consumers see in Brooklyn Mitsubishi’s advertisements is *not* the price they pay. Most of Brooklyn Mitsubishi’s customers pay well above the advertised price.

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<sup>4</sup> <https://www.mitsubishicars.com/rs/file/monroneys?vin=JA4AP3AU0LU007203>.

**H. Brooklyn Mitsubishi’s “No Dealer Fees” Claim Is Deceptive.**

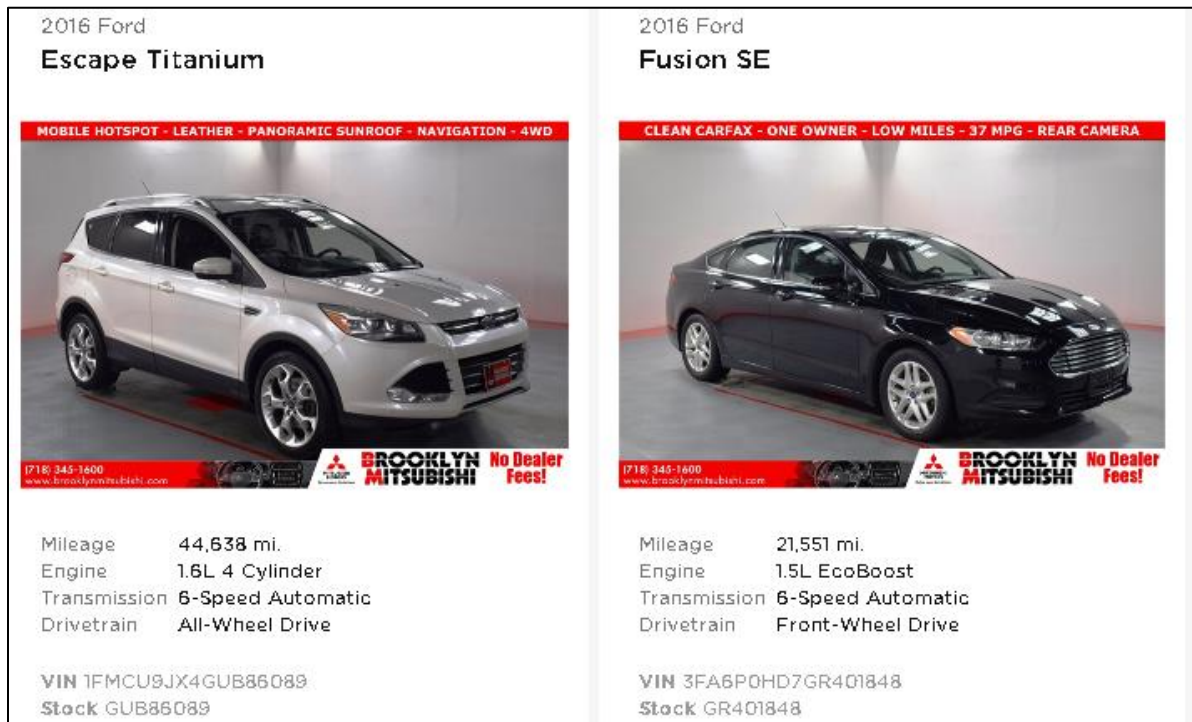
56. On or about December 19, 2019, Brooklyn Mitsubishi launched a “No Dealer Fees!” advertising campaign.

57. This brazen campaign is false and misleading because Brooklyn Mitsubishi charges *all* automobile purchasers an optional \$75 dealer fee for processing applications for registration and title. Brooklyn Mitsubishi also charges some customers a \$90 “VSI” fee.

58. “No Dealer Fees!” appeared in large colorful font in a large banner at the top of every webpage on BrooklynMitsubishi.com from December 19, 2019, to May 14, 2020.



59. “No Dealer Fees!” also appeared in the frame surrounding the automobile photos on many used vehicle inventory pages and individual vehicle pages.



60. “No Dealer Fees!” photo frame appeared daily on many of the used vehicle photos

on the following websites during the following time periods:

- a. BrooklynMitsubishi.com from December 19, 2019, through August 27, 2020;
- b. BrooklynMitsubishiEspanol.com from December 19, 2019, through May 27, 2020;
- c. CarGurus.com from December 19, 2019, through August 27, 2020;
- d. Cars.com from December 19, 2019, through August 27, 2020;
- e. DealerRater.com from February 4, 2020, through April 15, 2020; and
- f. TrueCar.com from at least December 19, 2019, through August 27, 2020.

61. The statement “No Dealer Fees” is also prominently featured in at least five YouTube videos, listed below. They have remained continuously posted on YouTube, and have been visible to the public daily, from their respective publication date to the date of this Petition.

VIDEO TITLE	DATE POSTED	VIDEO ADDRESS
Buy a Nissan From Brooklyn Mitsubishi NO Dealer Fees	12/26/2019	<a href="https://www.youtube.com/watch?v=VRUjbSK9FSM">youtube.com/watch?v=VRUjbSK9FSM</a>
2019 Mitsubishi Inventory MSRP Reduction Sales	12/26/2019	<a href="https://www.youtube.com/watch?v=QjCH0as4m9w">youtube.com/watch?v=QjCH0as4m9w</a>
Buy a Toyota From Brooklyn Mitsubishi NO Dealer Fees	12/26/2019	<a href="https://www.youtube.com/watch?v=Rrk9Mo8c4xo">youtube.com/watch?v=Rrk9Mo8c4xo</a>
Ask the Dealer Do you have any Dealer Fees	1/21/2020	<a href="https://www.youtube.com/watch?v=d21GduUoQQ4">youtube.com/watch?v=d21GduUoQQ4</a>
Dodge Price You See is the Price you Pay!	1/21/2020	<a href="https://www.youtube.com/watch?v=ppm1SZV9r0A">youtube.com/watch?v=ppm1SZV9r0A</a>

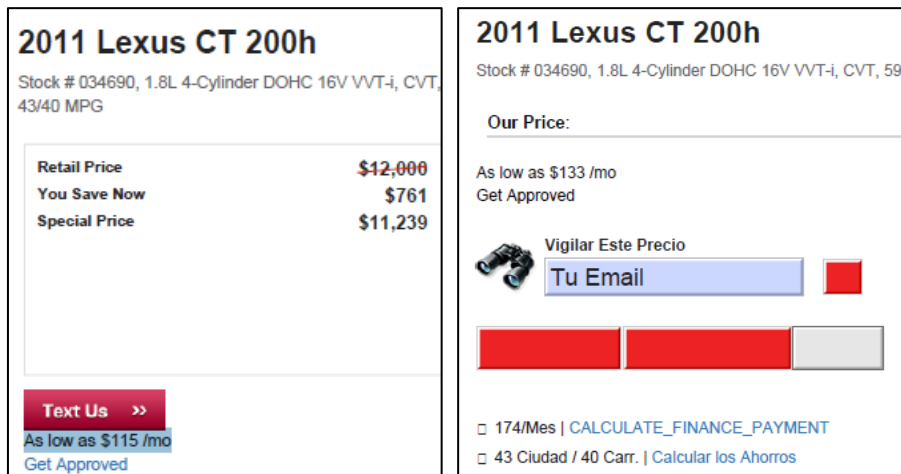
**I. Brooklyn Mitsubishi Deceptively Advertised Monthly Payments.**

62. From at least September 28, 2018, to July 19, 2019, each individual used vehicle webpage on BrooklynMitsubishi.com advertised a monthly payment amount without clearly and conspicuously disclosing any other financing terms necessary to obtain the advertised monthly payment amount and for consumers to understand the key terms of the advertised offer, such as the annual percentage rate (“APR”), down payment, total repayment obligations over the full term of the loan, or any other qualifications or limitations on financing.

63. Brooklyn Mitsubishi also advertised monthly payments on BrooklynMitsubishiEspanol.com from at least January 29, 2019, to May 27, 2020 without similar information.

64. Moreover, viewers of the Spanish-language website were offered less favorable terms than viewers of the English-language website. For example, on January 29, 2019, a 2011 Lexus CT 200h (VIN JTHKD5BH6B2034690) was advertised by Brooklyn Mitsubishi on both their English-language and Spanish-language websites with different terms:

- a. The English-language website stated, “As low as \$115 /mo.”
- b. The Spanish-language website advertised two different monthly payment options, “As low as \$133 /mo” and “174/mes.”

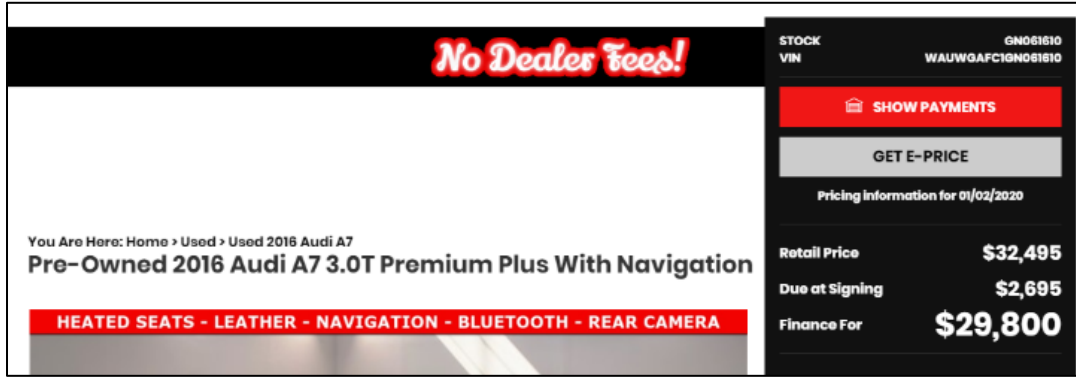


Excerpts of 2011 Lexus CT 200h webpage on BrooklynMitsubishi.com (left) and on BrooklynMitsubishiEspanol.com (right) on January 29, 2019

65. Brooklyn Mitsubishi’s advertisements also violate 12 C.F.R. § 1026.24(d)(2), a federal regulation governing the advertisement of certain types of credit. Under this federal regulation, if an advertisement contains the amount of any payment, number of payments, or amount of any down payment, the advertisement must also clearly and conspicuously disclose the terms of repayment, which reflect the repayment obligations over the full term of the loan. The terms of repayment are the number, amounts, and timing of payments.

**J. Brooklyn Mitsubishi Deceptively Advertised Down Payments.**

66. From December 12, 2019, to February 3, 2020, each individual vehicle webpage on BrooklynMitsubishi.com stated that “\$2,695” was “due at signing.”



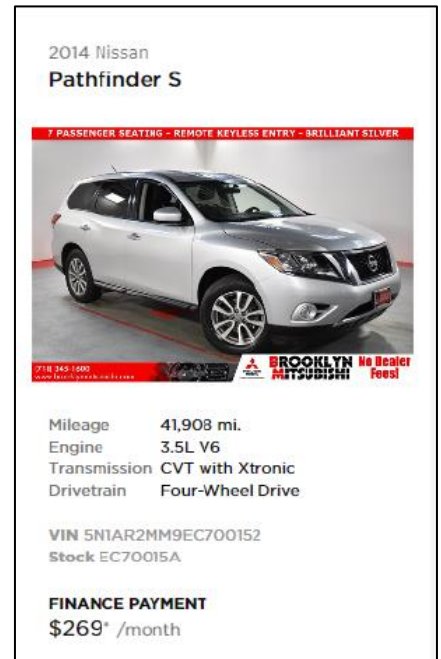
67. Brooklyn Mitsubishi did not, however, clearly and conspicuously disclose the other material financing terms, such as the monthly payment amount, APR, and total repayment obligation.

68. The “\$2,695” “due at signing” language appeared on the individual vehicle pages of least 200 used vehicles daily during this period.

**K. The Financing Offers on Brooklyn Mitsubishi’s Express Website Are Deceptive.**

69. In April 2020, Brooklyn Mitsubishi launched a new website, [express.brooklynmitsubishi.com](http://express.brooklynmitsubishi.com) (“Brooklyn Mitsubishi Express”), on which financing terms are advertised in connection with each used vehicle, but material terms are not clearly and conspicuously disclosed.

70. Brooklyn Mitsubishi has advertised at least 200 used cars per day in this fashion on Brooklyn Mitsubishi Express. On the Brooklyn Mitsubishi Express used inventory page, a monthly payment with an asterisk next to it is displayed in connection with each used





vehicle. For example, on June 25, 2020, Brooklyn Mitsubishi advertised a 2014 Nissan Pathfinder for \$269/month, with an asterisk.

71. At the bottom of the page is the following disclosure in fine print: “\*Based on \$1,000 down and 84 month term. Rate subject to approval of credit with a credit score of at least 760 through Mitsubishi Financial Services.” The fine print disclosure at the bottom of the page is not clear and conspicuous.

72. When the consumer selects a vehicle, the individual vehicle page opens and reveals a minimum down payment of more than \$1,000. The down payment amount corresponds with the price of the vehicle; the higher an automobile’s advertised price, the greater the required down payment.

73. Each individual used car page on Brooklyn Mitsubishi Express also shows a monthly payment with an asterisk next to it.

The screenshot shows a vehicle financing page. At the top, it displays a monthly payment of \$261.82, with a small 'i' icon and a link to 'Price Details'. Below this, it states 'incl. taxes & fees, on approved credit' and 'Mileage: 41,908'. There are two buttons: 'WINDOW STICKER' and 'CARFAX VEHICLE HISTORY REPORTS'. Below these is a section titled 'Your Payment Options' with a link to 'Compare Payment Options'. Underneath, it says 'Select the buying option that you are interested in.' At the bottom, there is a 'Finance' option with a monthly payment of \$261.82, 'incl. taxes & fees, on approved credit', and '\$1,400 down, 60 months, 3.99% APR'.

74. The fine print disclosure corresponding with the asterisk in the middle

of the page states, “\*Rate subject to credit approval with a credit score of 700 or higher through Mitsubishi Financial Services.”

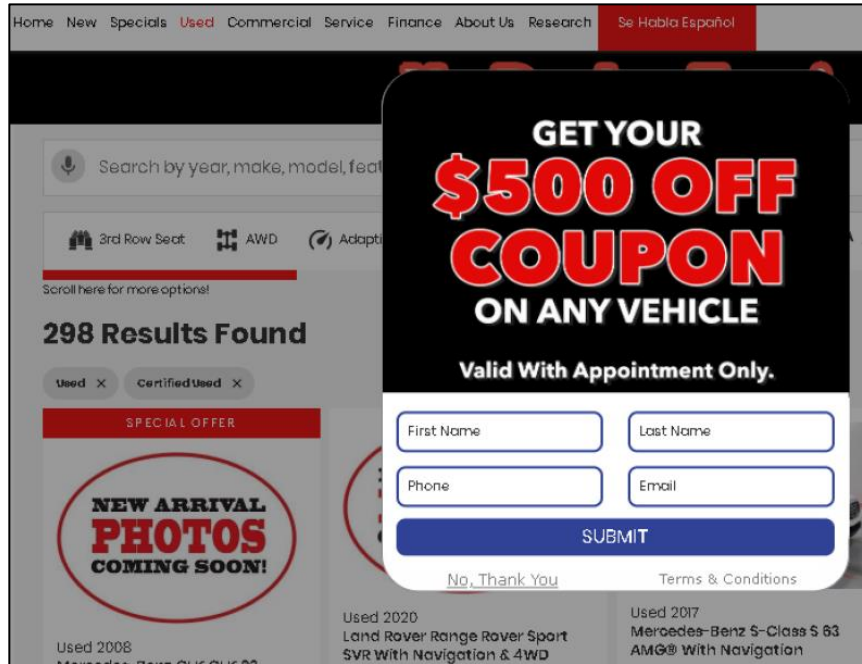
75. Both fine print disclosures are deceptive because they are not clear and conspicuous, and they conflict with one another. One cites a minimum credit score of 700 for approval, the other cites 760 as the minimum score.

76. The disclosures are also deceptive because the used car inventory page allows consumers to enter their credit score, but the financing terms remain the same regardless of the credit score the consumer inputs. For example, the Brooklyn Mitsubishi website displays the same

financing terms to a consumer with a subprime credit score as it does one with an excellent credit score even though consumers with subprime credit scores do not qualify for the same credit terms as consumers with excellent credit.

**L. Brooklyn Mitsubishi's \$500 Coupon Is Deceptive.**

77. From at least February 20, 2019, to at least May 7, 2020, Brooklyn Mitsubishi advertised on its website a \$500 coupon. The coupon would pop up over any page of the Brooklyn Mitsubishi.com website, such as the home page, used inventory page and the individual used vehicle pages.



78. Brooklyn Mitsubishi also emailed the \$500 coupon to consumers.

**Top:** Coupon pop-up on Brooklyn Mitsubishi.com;  
**Right:** Coupon emailed to consumers



79. The coupon must be presented up-front before negotiations and, as a result, the consumer effectively receives no discount at all. Brooklyn Mitsubishi simply raises the pre-coupon price of the automobile or provides an excuse not to honor the coupon, such as that the coupon has already been applied to the advertised price.

80. When Athena Bohm saw the \$500 coupon pop-up on BrooklynMitsubishi.com, she entered her name, phone number, and email. A salesperson text messaged her. When she asked

about the \$500 coupon, he told her that the coupon was already applied to the advertised price. In the end, she was in no better position than if she did not have the coupon at all.

**M. Brooklyn Mitsubishi’s “Guaranteed Approval” Advertising Is Deceptive.**

81. Brooklyn Mitsubishi targets consumers with bad or no credit with false promises that it can guarantee financing for them.

82. Since at least October 9, 2013, to the present, “guaranteed approval” or “guaranteed financing” has been a pervasive message in Brooklyn Mitsubishi’s advertising. It appears on banners on its retail lot, in its YouTube videos, in its Instagram photos, on its Facebook page, in emails to consumers, and on every individual used vehicle webpage on BrooklynMitsubishi.com and BrooklynMitsubishiEspanol.com.

83. On August 18, 2017, Brooklyn Mitsubishi published a video entitled “Brooklyn Mitsubishi 500 Cars in Brooklyn with Financing 718 345 1600” on its YouTube channel, promoting guaranteed approval.<sup>5</sup> Brooklyn Mitsubishi also made this the featured video on the home page of its YouTube Channel. The video has remained on YouTube and visible to the public every day to the date of this Petition.

84. Another video, “Home of the Guaranteed Approval,” has been on Brooklyn Mitsubishi’s YouTube channel from July 23, 2018, to the date of this Petition.<sup>6</sup>

85. The majority of individual used car pages on BrooklynMitsubishi.com from at least September 28, 2018, through November 27, 2019, stated “Guaranteed Financing! We have more banks than the average dealership” and “Home of the GUARANTEED APPROVAL. Bad Credit? When others say sorry we say You’re Approved.”

86. Finally, “GUARANTEED APPROVAL” appeared on two banners—one on the lot

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<sup>5</sup> <https://www.youtube.com/watch?v=JiMFibN2mFg>

<sup>6</sup> [https://www.youtube.com/watch?v=5Gypl\\_SSVfA](https://www.youtube.com/watch?v=5Gypl_SSVfA)

of 5815 Church Ave. from at least November 10, 2015, and a second on the lot of 5910 Church Ave from at least April 24, 2015.



**Top:** Photo of 5815 Church Ave lot taken on November 10, 2015.

**Bottom:** Photo of 5906 Church Ave lot posted on Facebook on May 6, 2015.

87. The dealer’s promises of guaranteed approval are deceptive because approval of financing is not, in fact, guaranteed. Consumers with bad credit do not always receive financing. Indeed, Brooklyn Mitsubishi requires many consumers to sign a form entitled “Limited Right to Cancel – Purchase (Spot Delivery)” that purportedly permits Brooklyn Mitsubishi to cancel any sale, even weeks after the sale has occurred, if it is unable to obtain financing for the consumer.

88. Second, the advertisements do not clearly and conspicuously disclose the material terms and conditions for obtaining “guaranteed” financing. For example, proof of income, proof of residence, and a minimum down payment are required for “guaranteed financing.”

**N. Brooklyn Mitsubishi Emailed Deceptive Notices Claiming Consumers Were Pre-Approved for Financing from a Fake Finance Company.**

89. In September 2019, Brooklyn Mitsubishi sent emails to consumers claiming that “CERTIFIED ACCEPTANCE” had approved the consumer for a specific amount of financing for the purchase of any vehicle in Brooklyn Mitsubishi’s inventory. The emails were false and deceptive.

90. There is no lender named “CERTIFIED ACCEPTANCE,” and the consumers had not been approved for any financing from the fake company.

91. The email also claimed, “Information contained in your credit bureau report, obtained from a consumer reporting agency was used in conjunction with selecting you for this offer.” Brooklyn Mitsubishi did not retrieve information from the consumers’ credit reports before sending them the emails.

92. Upon information and belief, Brooklyn Mitsubishi emailed these deceptive pre-approval notices to numerous consumers.

**O. Brooklyn Mitsubishi Falsely Advertised Used Vehicles’ Accessories.**

93. Brooklyn Mitsubishi has repeatedly advertised that used vehicles have accessories, features, or options that they do not have.

94. From September 1, to October 11, 2018, the individual vehicle page of a 2016

Mazda CX-5 Touring on

BrooklynMitsubishi.com and on



Listing for 2016 Mazda CX-5 Touring on BrooklynMitsubishi.com

CarGurus.com represented that the vehicle came with a technology package, leather seats, a sunroof or moonroof, GPS navigation, and Smart City Brake. The Mazda did not have any of these accessories.

95. From October 17, 2019, to February 1, 2020, Brooklyn Mitsubishi advertised on BrooklynMitsubishi.com and CARFAX.com that a 2019 Jeep Cherokee Latitude had a sunroof/moonroof, cold weather package, heated seats, heated steering wheel, remote start, rear parking sensors, spoiler, cross traffic alert, dual-zone climate control, and folding mirrors. The Jeep did not have this equipment.

96. On August 14, 2018, Brooklyn Mitsubishi advertised on BrooklynMitsubishi.com that a 2010 INFINITI G37 had a GPS navigation system. The INFINITI did not have a GPS navigation system.

**P. Brooklyn Mitsubishi Falsely Advertises that All Used Vehicles Offered for Sale Have a Free Lifetime Engine Warranty.**

97. Since at least July 11, 2019, Brooklyn Mitsubishi's Facebook page has claimed that every used vehicle comes with a "free lifetime engine warranty."

98. Brooklyn Mitsubishi provides the bare minimum warranties mandated by New York State law, not a free lifetime engine warranty.

99. The claim also runs afoul of a federal regulation. Under 16 C.F.R. § 239.4, "[i]f an advertisement uses 'lifetime,' 'life,' or similar representations to describe the duration of a warranty or guarantee, then the advertisement should disclose, with such clarity and prominence as will be noticed and understood by prospective purchasers, the life to which the representation refers." Brooklyn Mitsubishi's Facebook page does not clearly and conspicuously disclose which life is referred to.

100. Despite the Department's September 23 and October 6, 2020 letters informing Brooklyn Mitsubishi that this claim is deceptive, Brooklyn Mitsubishi continues to advertise falsely a free lifetime engine warranty.

**Q. Brooklyn Mitsubishi Deceptively Advertises Add-on Products on BrooklynMitsubishiExpress.com.**

101. Since at least April 14, 2020, every individual new and used vehicle webpage on the Brooklyn Mitsubishi Express website advertises a vehicle service contract, claiming it provides coverage of “2 yr/24k miles” and links to a vehicle service contract brochure.<sup>7</sup>

102. For example, the individual vehicle webpage for a new 2020 Outlander Sport 2.0 ES offered a Warranty Solutions Vehicle Service Contract purportedly providing 2 years/24,000 miles of coverage and links to a brochure.

Service & Protection Plans	
With your new car purchase we offer Express Store pricing on our Service & Protection Plans. Our protection packages can provide peace of mind during the ownership of your vehicle.	
<b>Vehicle Service Contract</b> Warranty Solutions - 2yr/24k miles	<b>\$1,996</b> WATCH VIDEO > VIEW BROCHURE >
<b>Tire and Wheel Protection</b> Nation Safe Driver - \$0 Deductible - 3yr	<b>\$875</b> VIEW BROCHURE >

Excerpt from Brooklyn Mitsubishi Express website listing 2020 Outlander Sport 2.0 ES, taken on Jan. 21, 2021

103. Although the individual vehicle webpages, and the corresponding brochures, promote the service contracts’ purported benefits and coverage, they do not clearly and conspicuously disclose the material exclusions, reservations, limitations, modifications, or conditions of the contracts. Significantly, the webpages and brochure do not state that the vehicle service contract does not provide any coverage while the manufacturer’s warranty is still in effect. And a copy of the contract itself is not accessible from the Brooklyn Mitsubishi Express site.

104. The manufacturer’s warranty for a new Mitsubishi is 60,000 miles/5 years covers any failure of any part of the vehicle except the tires. In addition to that bumper-to-bumper warranty, Mitsubishi also provides a 100,000 mile / 10-year powertrain warranty. So the advertised vehicle service contract provides *no coverage* for the first five years or 60,000 miles of the vehicle’s use. Consumers who buy the vehicle service contracts for new vehicles are paying \$2,000

<sup>7</sup> <https://d7cuttr07i0mu.cloudfront.net/uploads/Mitsubishi/VSC.pdf>

to \$4,000 up front for something they *might* be able to use five years after they buy it or after 60,000 miles of driving. Brooklyn Mitsubishi conceals this material exclusion from consumers so they do not know they cannot use their vehicle service contracts for years after their purchase.

### **III. Brooklyn Mitsubishi Misleads Consumers about their Warranty Rights.**

105. Brooklyn Mitsubishi requires all used car buyers to sign a New York State Used Vehicle Dealer Limited Warranty (the “Limited Warranty”), a form it created. The form purports to inform consumers of the rights provided to them by the New York State Used Car Lemon Law, Gen. Bus. Law (“GBL”) § 198-b. However, the Limited Warranty misleads consumers about their legal rights in two important ways. First, the Limited Warranty expressly misrepresents that it is the *only* warranty the consumers receive and that all other warranties are void. It states:

#### **LIMITATIONS:**

(a) This Limited Warranty is expressly in lieu of any other express warranty. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY SPECIFICALLY LIMITED TO THE SAME DURATION OF TIME AS THE EXPRESS WARRANTY AS PROVIDED ABOVE. ANY WARRANTY, PROMISE OR GUARANTEE MADE BEFORE OR AFTER THE SIGNING OF THIS LIMITED WARRANTY IS VOID AND OF NO EFFECT AND NOT AUTHORIZED.

106. This language is misleading because the Limited Warranty is not the only warranty consumers receive. All used vehicle buyers also receive the New York State Warranty of Serviceability under New York State Vehicle and Traffic Law § 417. The Warranty of Serviceability applies to every used vehicle and cannot be waived.

107. The Limited Warranty also states it “is not valid unless signed by the Dealer’s authorized Department Head and by the Purchaser, who is to retain a copy.” That claim is false, too. In truth, consumers need not sign or keep a copy of the Limited Warranty to receive the protections afforded by the New York State Lemon Law. Indeed, the statute expressly contradicts Brooklyn Mitsubishi’s claim. N.Y. GBL § 198-b(d) states, “[I]f a dealer fails to give the written



warranty required by this article, the dealer nevertheless shall be deemed to have given said warranty as a matter of law.”

108. Since January 2009, Brooklyn Mitsubishi has provided Limited Warranties containing these two false statements to at least 95 used car buyers identified on Schedule B attached hereto.

**IV. Brooklyn Mitsubishi Sells Automobiles Subject to Unresolved Recalls by the National Highway Transportation Safety Administration Without Informing Buyers.**

109. SHADs who sell an automobile subject to an unresolved recall by the National Highway Transportation Safety Administration (“NHTSA”) must provide the buyer with a copy of the recall information for such automobile, automobile part or equipment, as printed out directly from the NHTSA website, which must be signed or initialed by the buyer. Dealers must keep a copy of the signed or initialed disclosure for at least five years.

110. Brooklyn Mitsubishi failed to provide to the consumers listed below the NHTSA recall information for three second-hand automobiles they sold that were subject to recalls. Nor did it maintain such recall information for five years.

- a. Leonie Morris, 2015 Ford 4D Fusion SE, August 11, 2018,
- b. Vanya Kollie, 2016 Audi A7, February 23, 2019, and
- c. Darion Garcia, 2011 BMW X6 M, September 6, 2019.

**V. Brooklyn Mitsubishi Misrepresented Defective Vehicles were Roadworthy.**

111. To prevent the sale of defective or unsafe automobiles, New York State law requires SHADs to certify that all used vehicles they sell are roadworthy. This certification, which appears on Brooklyn Mitsubishi’s bills of sale, states that Brooklyn Mitsubishi “certifies that the entire vehicle is in condition and repair to render under normal use satisfactory and adequate service upon the public highway at the time of delivery.”

112. Brooklyn Mitsubishi misrepresented at least three dangerously defective used vehicles were roadworthy or in a safe condition at the time of delivery.

- a. On September 6, 2019, Darion Garcia bought a 2011 BMW X6 M from Brooklyn Mitsubishi. Immediately after purchase, the car had problems causing him to bring the vehicle back to the dealer for service. Brooklyn Mitsubishi held onto the vehicle for over a month but did not perform repairs. When he finally got the car back from Brooklyn Mitsubishi, still in defective condition, he brought it to BMW of Brooklyn, where they informed him that the battery cable end required replacement, the cruise control vacuum pump was leaking oil, the engine had the wrong type of coolant, the rear engine cover was leaking, and the engine oil pan was leaking heavily. The estimated cost of these repairs exceeded \$13,000.
- b. On April 23, 2018, Brooklyn Mitsubishi sold a 2013 BMW 328i to Yuriy Melkumyan that had numerous defects, including but not limited to, a defective turbocharger oil line. Within a week of purchase, the check engine light came on. Melkumyan brought the BMW back to the dealer for service. Brooklyn Mitsubishi did not perform any repairs; instead, it simply turned off the check engine light. After getting the car back, and while driving on the Garden State Parkway, a LOW ENGINE OIL PRESSURE warning light came on and informed Melkumyan to stop driving the vehicle immediately. Stranded on the highway, he spent \$415.26 to have the BMW towed back to Brooklyn Mitsubishi. Brooklyn Mitsubishi held on to the vehicle for about 10 days and replaced the timing chain, chain guide, tensioner, oil pan gasket, crank seal, slide rail, and valve cover gasket. However, these repairs were performed incorrectly and, subsequently, a huge cloud of smoke emitted from the vehicle. Brooklyn Mitsubishi refused to perform any further

repairs. Melkumyan then brought the vehicle to BMW of Brooklyn, where they replaced the oil feed line, high pressure fuel pump, the valve cover gasket, sparkplugs, and both front tension struts, costing him \$1,499.

- c. On June 19, 2017, Narindra Ramdeen purchased a 2014 Mercedes-Benz CLA 250C. Within a week of purchase, he heard a knocking noise and brought the vehicle back to Brooklyn Mitsubishi. In addition, the check engine light came on and the vehicle went into “limp mode,” meaning it would not go any faster than 10 mph, and the electronic dashboard lights would often go out. After Brooklyn Mitsubishi refused to perform repairs on the vehicle, he brought the vehicle to Mercedes of Brooklyn, where they informed him of the car had numerous defects, including that the wire cluster network had been tampered with, causing the dashboard speedometer and other gauges to repeatedly shut off while driving. Mercedes of Brooklyn estimated repairs would cost \$1,570.

## **VI. Brooklyn Mitsubishi Misrepresented Consumers’ Income, Rent, and Down Payment Amounts.**

113. Brooklyn Mitsubishi offers financing through third-party lenders to consumers who wish to purchase a used vehicle. During the vehicle sales process, Brooklyn Mitsubishi representatives have told consumers that Brooklyn Mitsubishi will help them apply for and obtain financing for their vehicle purchase. To that end, Brooklyn Mitsubishi representatives typically request that consumers provide them their personal information – including their name, address, and monthly income – either orally or via a handwritten form so the dealer can complete a financing application on the consumers’ behalf. Representatives also request the down payment amount the consumer is willing to pay.

114. After consumers provide the requested information, Brooklyn Mitsubishi

representatives fill out the financing application(s) for consumers. Specifically, the representatives log into a website, such as Dealertrack, fill out the consumers' application online, and submit the consumers' information to one or more lenders. Consumers do not see what information the dealer inputs and transmits to prospective lenders. Typically, lenders respond within minutes, notifying the dealer of the finance terms the lender is willing to extend to the consumer, including the down payment amount, amount financed, number of monthly payments, and APR.

115. Brooklyn Mitsubishi representatives then enter the offered finance terms in a form retail installment contract ("RIC"). A retail installment contract is a contract between the consumer and the dealer in which the consumer agrees to pay for the automobile in monthly installments for an identified number of years and the dealer retains a security interest in the automobile.<sup>8</sup> After the consumers have been waiting at the dealership, usually for several hours, Brooklyn Mitsubishi representatives notify the consumers that they have been approved for financing and that they need to sign some documents.

116. Among the documents the consumers sign is a printout of the credit application containing the information that Brooklyn Mitsubishi submitted to the finance companies. Brooklyn Mitsubishi representatives often rush consumers through the process of reviewing and signing these forms, preventing consumers from noticing inaccuracies. Brooklyn Mitsubishi then assigns the RIC to the lender on the same day as the sale.

117. On April 23, 2018, Brooklyn Mitsubishi submitted a Dealertrack credit application to the lender M&T Bank that states that Yuriy Melkumyan's income was \$48,500. In truth, his income was about \$25,000. Melkumyan's RIC stated that he paid \$1,000 down for the vehicle; he actually paid nothing down.

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<sup>8</sup> See <https://www.consumerfinance.gov/ask-cfpb/what-is-a-retail-installment-sales-contract-or-agreement-is-this-a-loan-en-817/>.

118. On October 11, 2018, Brooklyn Mitsubishi submitted a Dealertrack credit application to M&T Bank on behalf of Adam Bolton stating that his monthly rent was only \$822. In truth, his monthly rent is \$3,244.

**VII. Brooklyn Mitsubishi Failed to Acquaint Consumers with the Financing Terms of Their Purchases.**

119. Brooklyn Mitsubishi did not apprise at least five consumers of the dealer-arranged financing terms of their purchases. Rather, Brooklyn Mitsubishi staff rushed these consumers through the process of signing documents, flipping through a stack of documents pointing to where to sign or initial.

120. Staff also told consumers false information about the number of monthly payments they would have to make, the number of years they would have to make them, the amount they were being given for their trade-in vehicle, and the total sale price.

121. On June 19, 2015, Brooklyn Mitsubishi told Johanne Joseph it would accept her 2009 Acura as a trade-in, would pay off the debt owed on the Acura, and add that negative equity to her financing agreement for a 2013 Lexus GS350. The staff also told her financing for the 2013 Lexus GS350 would extend for 60 months. Brooklyn Mitsubishi rushed her through the process of signing documents; she did not know that her RIC ended up being 75 months in duration. And Brooklyn Mitsubishi did not give her any trade-in value for her 2009 Acura, nor did it pay off the balance she owed on that vehicle. As a result, Brooklyn Mitsubishi effectively stole her 2009 Acura. She did not know Brooklyn Mitsubishi did not pay off her 2009 Acura until she received her next bill. Because of Brooklyn Mitsubishi's deceptive conduct, Ms. Joseph was forced to make monthly payments on both the 2009 Acura, which Brooklyn Mitsubishi kept, and the 2013 Lexus.

122. On June 20, 2018, Karinie Olivero agreed to buy a 2017 Jeep 4W Grand Cherokee and paid \$10,000 down, and she expected to finance the remaining \$18,000. While being rushed

through the document signing process, Brooklyn Mitsubishi covered up the RIC so that Karinie Olivero could not see the key financing terms. They also refused to give Karinie Olivero a copy of her RIC to keep. She went back to Brooklyn Mitsubishi and asked for a copy; they refused to give it to her. About a week after the purchase, she went back a second time and finally was given a copy of the RIC. When she reviewed the RIC, she discovered that she was bound to pay \$55,042.

123. Donovan Brown and Priscilla Pendola also paid \$10,000 down for second-hand automobiles on September 13, 2017 and July 21, 2018, respectively. Brooklyn Mitsubishi also rushed them through the document signing process and did not give them copies of documents to review. Their loans were tens of thousands of dollars more than what they were led to believe. Brown's amount financed was supposed to be about \$4,000; it ended up being \$19,622. Pendola's amount financed was supposed to be about \$6,500; it ended up being \$16,462.

124. On June 13, 2016, Brooklyn Mitsubishi told Marcel Meneles that they gave him \$2,000 in trade-in value for his vehicle, the price of the used vehicle he was buying would be \$14,000, and the term of his RIC would be three years. Brooklyn Mitsubishi did not give him copies of any documents he signed; instead, the staff told him they would mail copies of his documents to his home address in Alabama. Once Marcel Meneles received copies of some of the documents at his Alabama home, he discovered the terms of the RIC did not reflect the terms he had agreed to. The price of the car was \$18,055, not \$14,000; they gave him only \$1,000 of trade-in value, not \$2,000; and the RIC was five years in duration, not three.

### **VIII. Brooklyn Mitsubishi Failed to Provide Mandatory Financing Disclosures Before Contract Execution.**

125. Since June 24, 2018, City law requires that SHADs give a Financing Disclosure form to every consumer who finances the purchase of a second-hand automobile, using a form created and made available by DCWP.

126. Brooklyn Mitsubishi did not give the Financing Disclosure form to Karinie Olivero, Priscilla Pendola, Athena Bohm, or Mikerlove Telamond.

127. Brooklyn Mitsubishi also provided false and misleading or otherwise deficient Financing Disclosure forms to other consumers. The Financing Disclosure Form it provided to Catherine Del Carmen Marmol falsely stated the “Total Cash Price” of her automobile was “\$20,961” when it actually was \$25,261. Ithamar E. Brezil-Theogene’s Financing Disclosure form omitted the Total Cash Price, Total Sale Price, lowest APR he was offered, and the monthly payment amount without add-on products. Gemma Reinhart’s Financing Disclosure form was missing the Total Sale Price, lowest APR she was offered, and the monthly payment amount without add-on products. Antonio Facundo’s Financing Disclosure contained a false cash price. James Brown’s Financing Disclosure did not include the total cash price, lowest APR he was offered, or total sale price without add-ons after financing charges.

**IX. Brooklyn Mitsubishi Executed Conditional Sales Contracts.**

128. One of the documents Brooklyn Mitsubishi requires consumers who finance their purchase to sign is a form entitled, “Limited Right to Cancel – Purchase (Spot Delivery).”

129. The “Limited Right to Cancel – Purchase (Spot Delivery)” makes the RIC contingent upon Brooklyn Mitsubishi assigning the RIC to a third-party lender. It allows Brooklyn Mitsubishi to cancel a RIC if it cannot assign it even though the consumer takes the vehicle on the day of purchase and believes the transaction is final. Specifically, sections (a) and (e) of the form state:

You agree that we have a reasonable period of time to obtain financing from the Lender, or to assign the Retail installment Sale Contract to any one of the financial institutions with whom we regularly do business, within this period of time, you or we may cancel the sale of the Vehicle. If the sale is canceled, the Lender’s loan documents or the Retail Installment Sale Contract you have signed will be null and void and of no effect. This limited right to cancel will end at the earlier of (i) the date we obtain financing from the Lender or assign the Retail Installment Sale

Contract or (ii) the end of a reasonable period of time.

\* \* \*

The terms of this Limited Right to Cancel are hereby incorporated by reference into and made part of any Vehicle Buyer's Order and/or any Retail Installment Sale Contract between you and us for the purchase of the Vehicle.

130. Brooklyn Mitsubishi required at least 18 consumers who bought used vehicles after February 12, 2018, to sign a "Limited Right to Cancel – Purchase (Spot Delivery)." The 18 consumers are identified in Schedule C attached hereto.

**X. Brooklyn Mitsubishi's Deceptive Trade Practices in the Sale of Add-on Products.**

**A. Brooklyn Mitsubishi Charged Consumers for Add-On Products without Their Consent.**

131. Typically, after a consumer selects a vehicle to purchase, they meet with a salesperson or sales manager to negotiate the vehicle purchase price. After agreeing upon a vehicle price, they are told to wait—usually for several hours—until they are directed to a finance manager's office to sign documents. When the dealership prepares the sale paperwork, for some consumers it includes one or more add-on products in the deal *without* having discussed the product(s) with the consumer previously. The finance manager instructs the consumer to sign the documents without an opportunity to review them before signing, leading the consumers to believe that the paperwork reflects the agreement to purchase a vehicle only. However, the sale documents often include add-on products that Brooklyn Mitsubishi never discussed with the consumers and which the consumers never agreed to buy.

132. For example, on April 23, 2018, Yuriy Melkumyan visited Brooklyn Mitsubishi and agreed to buy a used BMW. After waiting several hours there until late in the evening, the Brooklyn Mitsubishi representative instructed him to sign a stack of documents in rapid succession. Shortly after signing the documents, he was given the keys to the BMW and a Brooklyn



Mitsubishi envelope. Unbeknownst to Melkumyan, Brooklyn Mitsubishi had charged him more than \$5,000 for two add-on products: (1) \$4,500 for a vehicle service contract plus \$399 of sales tax, and (2) \$225 for a Guaranteed Asset Protection, or GAP, Waiver. At no time did he discuss or agree to buy either of these add-on products. When he signed the documents to finalize the deal, he did so under the belief that he was agreeing to finance the purchase of a vehicle, *not* a vehicle plus \$4,725 of add-on products.

133. After discovering the \$4,500 charge, Melkumyan contacted Brooklyn Mitsubishi to find out what the \$4,500 charge was for and how to get a refund. Brooklyn Mitsubishi delayed about a month before issuing a refund for \$4,500 but refused to refund the \$399 of sales tax. Also, interest accrued on the \$4,899 while Brooklyn Mitsubishi delayed issuing the refund.

134. Brooklyn Mitsubishi charged at least seven other consumers for unauthorized and unwanted vehicle service contracts. The consumers and the amounts and dates they were charged are listed below:

- a. Anderson, Yolanda and Carlos, \$3,000 plus \$266.25 sales tax, February 21, 2016;
- b. Pendola, Priscilla, \$3,995 plus \$354.56 sales tax, July 21, 2018;
- c. Gooden, Shequan, \$1,995 plus sales tax, January 10, 2019;
- d. Garcia, Darion, \$4,200 plus sales tax \$372.75, September 6, 2019;
- e. Bouknight, Rhoda, \$3,995 plus \$354.56 sales tax, October 9, 2019;
- f. Williams, Jeffrey, \$3,000 plus \$266.25 sales tax, February 8, 2020; and
- g. Facundo, Antonio, \$5,250 plus \$354.56 sales tax, July 3, 2020.

**B. Brooklyn Mitsubishi Failed to Disclose the Material Limitations of Add-on Products.**

135. Each add-on product is documented in a written contract, which contains pages of material terms, conditions, limitations, exclusions, and mandatory disclosures. The contract describes what the add-on product is, the benefits it potentially provides, its limitations and

exclusions (which are numerous), the requirements and procedures for submitting claims, the cancellation procedures, the refund policies, and other terms and conditions.

136. Brooklyn Mitsubishi did not give the above consumers copies of the add-on product contracts to review before requiring the consumers to sign them. Nor did Brooklyn Mitsubishi give the consumers copies of the add-on product contracts after they signed them, so the consumers would be informed of their rights and how to file claims. Significantly, this prevents consumers from finding out that the service contracts *do not* provide coverage while the manufacturer’s warranty is in effect or that they have the right to cancel the service contract at any time and receive a refund.

137. After consumers discover the unauthorized charge(s) and demand a refund, Brooklyn Mitsubishi refuses to accede to the consumers’ demands.

**C. Brooklyn Mitsubishi Misrepresents the Characteristics of Vehicle Service Contracts.**

138. Brooklyn Mitsubishi represents that its service contracts apply for a much longer period of time than they actually do.

139. On June 7, 2017, Brooklyn Mitsubishi represented that the “term miles” of the Warranty Solutions vehicle service contract it sold to Pamela Outram for \$3,000 was “60,000.” However, it actually provided coverage for up to 29,700 miles. In addition, because the manufacturer’s warranty for the vehicle still applied for 14 additional months, the vehicle service contract coverage did not provide coverage until August 4, 2018.

140. Brooklyn Mitsubishi misrepresented the term of the vehicle service contracts it sold to the following consumers:

<b>Consumer Name</b>	<b>Date of Purchase</b>	<b>Term of Contract, as Represented by Brooklyn Mitsubishi</b>	<b>Actual Term of Vehicle Service Contract</b>	<b>Cost of Vehicle Service Contract</b>
Donovan	Sept. 13, 2017	75,000 miles	26,690 miles	\$2,495

<b>Consumer Name</b>	<b>Date of Purchase</b>	<b>Term of Contract, as Represented by Brooklyn Mitsubishi</b>	<b>Actual Term of Vehicle Service Contract</b>	<b>Cost of Vehicle Service Contract</b>
Brown				
Qiu Yu Chen	Dec. 22, 2017	24,000 miles	10,754 miles	\$2,500
Narindra Ramdeen	Feb. 4, 2018	2 years	1 year	\$2,995
Shequan Gooden	Jan. 10, 2019	4 years / 85,000 miles	2 years / 25,000 miles	\$1,995

**D. Brooklyn Mitsubishi Refused to Cancel Add-on Products upon Consumers’ Request.**

141. When a vehicle service contract is cancelled, a consumer is entitled to a refund of the purchase price and the corresponding sales tax paid. Brooklyn Mitsubishi refuses to comply with consumers’ requests to cancel unwanted service contracts. For example, Marcel Menelas sent a letter to Brooklyn Mitsubishi requesting cancellation of a vehicle service contract and a refund. Brooklyn Mitsubishi ignored Marcel Menelas’s cancellation request. On September 26, 2016, Marcel Menelas sent a letter to the Department in connection with his complaint, which was forwarded to Brooklyn Mitsubishi. Brooklyn Mitsubishi still refused to cancel the service contract.

142. After Pamela Outram totaled her vehicle on January 6, 2020, she asked Brooklyn Mitsubishi to cancel her vehicle service contract, which had 6 months of coverage remaining but was no longer useable, and to issue a prorated refund. Brooklyn Mitsubishi refused to issue the refund.

**XI. Brooklyn Mitsubishi’s Receipts and Bills of Sale do not Contain its True Legal Name.**

143. Brooklyn Mitsubishi’s receipts and bills of sale for vehicle sales do not identify Kings Autoshow Inc. or Kings Autoshow II Inc. as the seller. Rather, they only say “Brooklyn Mitsubishi,” the assumed name of Kings Autoshow Inc.

144. In at least 244 vehicle sales transactions identified in Schedule D, Brooklyn Mitsubishi issued a receipt or bill of sale that does not contain its true legal name.

## **XII. Other Deceptive Trade Practices**

145. On July 3, 2020, Brooklyn Mitsubishi provided a “We Owe Form” to Antonio Facundo in which Brooklyn Mitsubishi represented that it would repair the rear climate control knob and air conditioner vent clip because it did not have the parts in inventory on the date of sale. Antonio Facundo repeatedly requested that Brooklyn Mitsubishi follow through on its promise to make the repairs, but Brooklyn Mitsubishi refused. Antonio Facundo had to have the repairs done elsewhere at his own expense.

## **XIII. Brooklyn Mitsubishi Regularly Submitted False License Applications to DCWP.**

146. Every two years, SHAD licensees must submit renewal license applications. All renewal license applications ask whether the licensee’s name and address have changed.

147. On or about December 6, 2013, Kings Autoshow Inc. adopted the trade name “Brooklyn Mitsubishi.” In or before November 2016, Kings Autoshow Inc. changed its address from 5815 Church Ave to 5910 Church Ave. Neither of these changes were disclosed on the company’s renewal applications. Kings Autoshow Inc.’s 2015, 2017, and 2019 renewal license applications were false because Kings Autoshow Inc. stated on those applications that there were no changes to its trade name and address.

148. On July 21, 2014, Kings Autoshow II Inc. adopted the trade name “Brooklyn Mitsubishi Preowned.” In or before May 2016, Kings Autoshow II Inc. changed its address from 5910 Church Ave to 5815 Church Ave. Neither of these changes were disclosed on the company’s renewal applications. Kings Autoshow II Inc.’s 2015, 2017, and 2019 renewal license applications were false because they stated that there were no changes to Kings Autoshow II Inc.’s trade name and address.

**XIV. Respondents Failed to Comply with DCWP’s Subpoenas *Duces Tecum*.**

**A. Kings Autoshow II Inc. Did Not Comply with DCWP’s March 1, 2019 Subpoena *Duces Tecum*.**

149. On March 1, 2019, DCWP served a subpoena *duces tecum* on Kings Autoshow II Inc., ordering it to produce records concerning its second-hand auto dealership by April 1, 2019.

150. Kings Autoshow II Inc. did not produce documents responsive to subpoena Requests 4, 10-12, 15, 16, and 18, nor did it provide a complete written response to all requests.

**B. Kings Autoshow Inc. Did Not Comply with DCWP’s December 4, 2020 Subpoena *Duces Tecum*.**

151. On December 4, 2020, DCWP served a second subpoena *duces tecum* on Kings Autoshow Inc., ordering it to produce records concerning its second-hand auto dealership by January 4, 2021. The return date was extended to February 3, 2021, and then to March 5, 2021.

152. Kings Autoshow Inc. did not produce documents responsive to subpoena requests 1, 4, and 5. Among other things, DCWP requested “All bills of sale for all second-hand automobiles you sold at retail, from March 9, 2019, to the present.” Knowing the bills of sale would likely reveal hundreds, if not thousands, of additional instances of overcharging, Kings Autoshow Inc. refused to produce the bills of sale.

**C. Kings Autoshow II Inc. Did Not Comply with DCWP’s December 23, 2020 Subpoena *Duces Tecum*.**

153. On December 23, 2020, DCWP served a second subpoena *duces tecum* on Kings Autoshow II Inc., ordering it to produce records concerning its second-hand auto dealership by February 3, 2021. The return date was extended to March 5, 2021.

154. Kings Autoshow II Inc. did not produce documents responsive to subpoena requests 1, 4, and 5.

**XV. Kings Autoshow Inc. did not Maintain Required Records for Six Years or Make them Available for Inspection.**

155. Brooklyn Mitsubishi did not maintain for six years various documents regarding 13 second-hand automobiles it sold. It also did not make such records available for inspection to DCWP upon request. The 13 second-hand automobiles sales transactions are identified on Schedule E attached hereto. Despite an obligation to permit DCWP inspection of bills of sale, Brooklyn Mitsubishi also refused to make available for inspection the bills of sale for most used vehicle sales occurring after March 9, 2019.

**XVI. Brooklyn Mitsubishi has a Long History of Committing Violations.**

**A. Kings Autoshow Inc. has Committed Multiple Violations in the Past Three Years.**

156. Kings Autoshow Inc. has been found guilty of violating NYC Code §§ 20-268.1 through 20-268.5 or 20-271, or a rule issued thereunder, four times within the last three years.

157. On March 25, 2019, Kings Autoshow Inc. pleaded guilty to violating NYC Code § 20-271(b)(2) for failing to properly post automobile add-on product prices on February 20, 2019. *See* Summons No. 05438894.

158. On May 9, 2019, the Office of Administrative Trials and Hearings (“OATH”) found Kings Autoshow Inc. guilty on default of violating NYC Code § 20-271(b)(2) on February 25, 2019. *See* Summons No. 05438893. Kings Autoshow Inc. did not appear for the April 12, 2019 hearing in that action.

159. On February 20, 2020, Kings Autoshow Inc. pleaded guilty to 22 violations of NYC Code § 20-268.5(a) for failing to maintain, for six years, 61 documents signed by consumers. *See* Summons No. 190186HR. As part of its guilty plea agreement, Kings Autoshow Inc.’s SHAD license was suspended for one day. Summons No. 190186HR, Consent Order ¶ 8.

160. On October 28, 2020, the Department issued summons number 20N00441 to Kings

Autoshow Inc., alleging a violation of NYC Admin Code § 20-271(b)(1) for failing to clearly and conspicuously post the price of three second-hand automobiles. Kings Autoshow Inc. did not appear for the February 14, 2020 hearing. On January 6, 2021, OATH sustained the violation on default and revoked its license. OATH subsequently vacated the default decision and scheduled a new hearing for July 9, 2021. 257-2021-APPL. Kings Autoshow Inc. did not appear at the July 9, 2021 hearing. On August 5, 2021, OATH sustained the violation on default and revoked its license again. OATH subsequently vacated the default decision and scheduled a new hearing for December 17, 2021. 707-2021-APPL.

161. On April 29, 2021, as summons number 20N00441 was pending, the Department issued a separate summons, number 21N00319, to Kings Autoshow Inc., alleging a violation of NYC Admin Code § 20-271(b)(1) for failing to clearly and conspicuously post the price of three second-hand automobiles. Kings Autoshow Inc. did not appear for the June 11, 2021 hearing. On July 9, 2021, OATH sustained the violation on default and revoked its license as the result of this violation as well. OATH subsequently vacated the default decision and scheduled a new hearing for November 10, 2021. 622-2021-APPL. Currently, Kings Autoshow Inc.'s license is inactive.

**B. Kings Autoshow II Inc. has Committed Multiple Violations in the Past Three Years.**

162. Kings Autoshow II Inc. has also been found guilty of violating NYC Code §§ 20-268.1 through 20-268.5 or 20-271, or a rule issued thereunder, three times within the last three years.

163. On April 11, 2019, Kings Autoshow II Inc. pleaded guilty to violating NYC Code § 20-271(b)(2) for failing to properly post automobile add-on product prices and 6 RCNY § 2-108 for failing to post the Used Car Consumer Bill of Rights on February 25, 2019. Summons No. 05435393.

164. On December 31, 2019, the Department issued summons number 05445348 to

Kings Autoshow II Inc. for violating NYC Admin Code § 20-271(b)(1) by failing to clearly and conspicuously post the price of second-hand automobiles. Kings Autoshow II Inc. did not appear for the February 14, 2020 hearing. On March 3, 2020, OATH sustained the violation on default.

165. On October 26, 2020, the Department issued summons number 20N00413 to Kings Autoshow II Inc., alleging a violation of NYC Admin Code § 20-271(b)(1) by failing to clearly and conspicuously post the price of a second-hand automobile. Kings Autoshow II Inc. did not appear for the December 11, 2020 hearing. On January 6, 2021, OATH sustained the violation on default and revoked its license. OATH vacated the default decision and scheduled a new hearing for February 11, 2022. 795-2021-APPL. Currently, Kings Autoshow II Inc.’s license is inactive.

## **VIOLATIONS**

### **COUNT ONE**

*Selling second-hand automobiles for more than the price advertised, cited, quoted, or marked thereon, or exacting assessments above the selling price of the second-hand automobile, in violation of 6 RCNY § 2-103(i)  
(186 violations)*

166. 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 include all charges connected with the sale of said automobile and shall be the maximum charge to the purchaser. 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.”

167. Respondent committed 186 violations of 6 RCNY § 2-103(i) by selling second-hand automobiles for more than the advertised, cited, quoted, or listed price, or by exacting assessments above the selling price, of the second-hand automobiles identified in Schedule A attached hereto.

### **COUNT TWO**

*Engaging in deceptive trade practices,  
in violation of NYC Code 20-700*



*(7,931 violations (5,151 violations and 2,780 knowing violations))*

168. 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.”

169. 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.”

170. 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, ingredients, uses, benefits, or quantities that they do not have; the supplier has a sponsorship, approval, status, affiliation, or connection that he or she does not have; goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, or secondhand; or, goods or services 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, unless the offer discloses to limitation of quantity; and
- (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; [and]

(8) stating that services, replacements or repairs are needed if they are not. . . .<sup>9</sup>

171. Rules promulgated by DCWP also define deceptive trade practices. *See* NYC Code § 20-702.

172. 6 RCNY § 5-09(a) states, “Sellers offering consumer goods or services in print advertising and promotional literature must disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications or conditions. . . . Examples: If the following facts are true, they must be disclosed: . . . (2) That advertised prices are available only during certain days or times.”

173. 6 RCNY § 5-21 states, “Creditors must comply with all applicable federal, state and local laws relating to consumer credit.” It further states, “[t]his section applies to all persons and businesses engaging in activities relating to consumer credit. In this section, such persons and businesses are called creditors.”

174. Under 6 RCNY § 5-32(c)(4), receipts “must contain . . . the legal name and address of the seller in accordance with Section ‘Legal Name.’” “‘Legal name’ means: (1) the true corporate name of a corporation. . . .” 6 RCNY § 5-01.

175. Respondents violated NYC Code § 20-700 by making false and statements, representations, and visual descriptions that have the capacity, tendency, and/or effect of deceiving or misleading consumers in the offering for sale of consumer goods and services and in the extension of consumer credit.

176. Brooklyn Mitsubishi and Rudy Treminio committed 713 CPL violations by

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<sup>9</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 seeks the increased penalties provided by the amended CPL only for violations that occur after January 24, 2022.

advertising false and misleading prices. Brooklyn Mitsubishi has represented, directly or indirectly, expressly or by implication, that particular automobiles are available at a prominently advertised price. In truth and in fact, Brooklyn Mitsubishi did not sell those vehicles at those prices. The prices were perpetually expired. Brooklyn Mitsubishi misrepresented that reconditioning fees and destination charges could be added to the advertised prices. Brooklyn Mitsubishi failed to disclose adequately to consumers the material conditions, limitations, exclusions, reservations, and restrictions, including but not limited to the specific dates and times the advertised prices are available in violation of 6 RCNY § 5-09. Each false and misleading price stated on each of the following websites is a separate and distinct violation:

- a. BrooklynMitsubishi.com from at least September 28, 2018, through September 10, 2020;
- b. BrooklynMitsubishiEspanol.com from at least September 2017 through May 27, 2020;
- c. CarGurus.com from at least January 31, 2019, through September 10, 2020;
- d. Cars.com from January 31, 2019, through September 17, 2020; and
- e. AutoList.com from at least January 30, 2019, through March 26, 2020.

177. Brooklyn Mitsubishi and Rudy Treminio committed 151 CPL violations by advertising false and misleading “FINANCE FOR” prices on BrooklynMitsubishi.com from September 5, 2019, through February 3, 2020. Each advertised price was not the actual total price of the automobile. Brooklyn Mitsubishi excluded \$1,995 to \$2,695 from the advertised price. Each false and misleading price stated on BrooklynMitsubishi.com is a separate and distinct violation.

178. Brooklyn Mitsubishi and Rudy Treminio committed 67 CPL violations by advertising false and misleading prices on BrooklynMitsubishiEspanol.com, CarGurus.com, Cars.com, and AutoList.com from September 5, 2019, through February 3, 2020. Each advertised

price was not the actual total price of the automobile. Brooklyn Mitsubishi excluded \$1,995 to \$2,695 from the advertised price. Each false and misleading price stated on BrooklynMitsubishiEspanol.com, CarGurus.com, Cars.com, and AutoList.com is a separate and distinct violation.

179. Brooklyn Mitsubishi and Rudy Treminio committed 77 CPL violations by advertising false and misleading prices on TrueCar.com from June 24, 2018, through February 14, 2020. Each advertised price was not the actual total price of the automobile. Brooklyn Mitsubishi misrepresented that \$1,995 to \$2,995 of dealer fees could be added to the advertised price. Each false and misleading price stated on TrueCar.com is a separate and distinct violation.

180. Brooklyn Mitsubishi and Rudy Treminio committed 80 CPL violations (50 violations and 30 knowing violations) by 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. Since February 4, 2020, Brooklyn Mitsubishi advertised a fictitious "Brooklyn MSRP" dollar figure in connection with every used vehicle on the used inventory pages and on each used vehicle page of BrooklynMitsubishi.com. Since February 14, 2020, Brooklyn Mitsubishi advertised a fictitious "Total Savings" amount in connection with every vehicle on its used inventory page and on each used vehicle webpage of BrooklynMitsubishi.com, when such "Savings" was based on a fictitious "Brooklyn MSRP." Each used vehicle for which a "Brooklyn MSRP" or "Total Savings" were advertised is a separate and distinct violation; and each violation after Brooklyn Mitsubishi's receipt of the Department's September 23 and October 6, 2020 letters is a knowing CPL violation.

181. Brooklyn Mitsubishi and Rudy Treminio committed 165 CPL violations by stating "THE PRICE YOU SEE IS THE PRICE YOU PAY" on each individual used vehicle webpage of BrooklynMitsubishi.com when the price consumers see is not the price they pay.

182. Brooklyn Mitsubishi and Rudy Treminio committed 3,318 CPL violations (1,368 violations and 1,950 knowing violations) by claiming that it does not charge dealer fees when it charges a \$75 dealer fee with every vehicle sale and a \$90 VSI fee with many sales. The claim is also misleading because each individual webpage claims dealer fees, such as reconditioning fees, can be added to the vehicle price. From December 19, 2019, through August 27, 2020, each individual used vehicle webpage containing this deceptive statement is a separate and distinct violation. Each day each of the following YouTube videos advertising “no dealer fees” was on Brooklyn Mitsubishi’s YouTube channel is a separate and distinct CPL violation, and each day these videos remain published on Brooklyn Mitsubishi’s YouTube channel after Brooklyn Mitsubishi’s receipt of the Department’s September 23 and October 6, 2020 letters is a knowing CPL violation:

<b>YouTube Video Name</b>	<b>Publication Dates</b>	<b>CPL Violations</b>	<b>Knowing CPL Violations</b>
Buy a Nissan From Brooklyn Mitsubishi NO Dealer Fees	December 26, 2019, to January 29, 2021	285	390
2019 Mitsubishi Inventory MSRP Reduction Sales	December 26, 2019, to January 29, 2021	285	390
Buy a Toyota From Brooklyn Mitsubishi NO Dealer Fees	December 26, 2019, to January 29, 2021	285	390
Ask the Dealer Do you have any Dealer Fees	January 21, 2020, to January 29, 2021	259	390
Dodge Price You See is the Price you Pay!	January 21, 2020, to January 29, 2021	259	390

183. Brooklyn Mitsubishi and Rudy Treminio committed 80 CPL violations by advertising, on 80 individual used vehicle webpages on BrooklynMitsubishi.com from September 28, 2018, to July 19, 2019, a monthly payment amount for the financing of the vehicle without clearly and conspicuously disclosing any other financing terms necessary to obtain the advertised

monthly payment amount and necessary for consumers to understand the key terms of the advertised offer, such as the APR, down payment, total repayment obligations over the full term of the loan, or any other qualifications or limitations on financing. Each individual used vehicle webpage containing this deceptive statement is a separate and distinct violation.

184. Brooklyn Mitsubishi and Rudy Treminio committed 95 CPL violations by advertising, on 95 individual used vehicle webpages on BrooklynMitsubishiEspanol.com from January 29, 2019, to May 27, 2020, a monthly payment amount for the financing of the vehicle without clearly and conspicuously disclosing any other financing terms necessary to obtain the advertised monthly payment amount and necessary for consumers to understand the key terms of the advertised offer, such as the APR, down payment, total repayment obligation over the full term of the loan, or any other qualifications or limitations on financing. The Spanish-language individual vehicle webpages were also deceptive because they misrepresented the lowest monthly payment amount that could be offered to viewers of the Spanish-language website. Each individual used vehicle webpage containing this deceptive statement is a separate and distinct violation.

185. Brooklyn Mitsubishi and Rudy Treminio committed 17 CPL violations by stating that “\$2,695” was “due at signing” without clearly and conspicuously disclosing the other material financing terms required for consumers to understand the key terms of the advertised offer, such as the monthly payment amount, APR, and total repayment obligation, in violation of Regulation Z, 12 C.F.R. § 1026.24(b) and (d)(2) and 6 RCNY §§ 5-09 and 5-21. The “\$2,695 due at signing” appeared next to 17 used vehicles on the used vehicle inventory webpages and individual used vehicle webpages published on BrooklynMitsubishi.com from December 12, 2019, to February 3, 2020. Each used vehicle for which a down payment was deceptively advertised is a separate and distinct violation.

186. Since April 14, 2020, Brooklyn Mitsubishi and Rudy Treminio committed 20 CPL

violations by failing to clearly and conspicuously disclose all material exclusions, limitations, or conditions of the financing offers advertised on each individual used vehicle page on Brooklyn Mitsubishi Express. The amount of the down payment and number of months and credit score required for the advertised financing offer are in fine print, far away from the prominently advertised financing terms, and they conflict with other disclosures. Each individual vehicle webpage on Brooklyn Mitsubishi Express advertising deceptive financing terms is a separate and distinct violation of the CPL and 6 RCNY § 5-09. Furthermore, each individual vehicle webpage on Brooklyn Mitsubishi Express advertising deceptive financing terms after Brooklyn Mitsubishi's receipt of the Department's September 23 and October 6, 2020 letters is a knowing CPL violation.

187. Brooklyn Mitsubishi and Rudy Treminio committed 10 CPL violations by misrepresenting the existence of a discount. It advertised a coupon on BrooklynMitsubishi.com and in emails to consumers, representing that consumers could receive a \$500 off any new or used vehicle when consumers could not receive the \$500 discount. Each day the coupon appeared on BrooklynMitsubishi.com constitutes a separate and distinct violation. The coupon it emailed to Athena Bohm is also a separate and distinct violation. The deceptive coupon appeared on BrooklynMitsubishi.com on 10 days between February 20, 2019, and May 7, 2020.

188. Brooklyn Mitsubishi and Rudy Treminio committed 2,731 CPL violations (1,951 violations and 780 knowing violations) by advertising guaranteed approval when financing was not guaranteed and Brooklyn Mitsubishi required consumers to sign a Limited Right to Cancel, permitting Brooklyn Mitsubishi to cancel the RIC if Brooklyn Mitsubishi could not arrange third-party financing. The advertising of guaranteed approval or guaranteed financing was also deceptive because Brooklyn Mitsubishi did not clearly and conspicuously disclose the material terms and conditions of such financing. Each day each of the following YouTube videos advertising guaranteed approval was on Brooklyn Mitsubishi's YouTube channel is a separate and

distinct CPL violation; and each day these videos remain published on Brooklyn Mitsubishi's YouTube channel after Brooklyn Mitsubishi's receipt of the Department's September 23 and October 6, 2020 letters is a knowing CPL violation:

- a. "Brooklyn Mitsubishi 500 Cars in Brooklyn with Financing 718 345 1600," from August 18, 2017, to October 6, 2020 (1,144 days) and from August 25, 2021, to November 1, 2021 (390 days); and
- b. "Home of the Guaranteed Approval," from July 23, 2018, to October 6, 2020 (805 days) and from October 7, 2020, to November 1, 2021 (390 days).

189. Brooklyn Mitsubishi and Rudy Treminio committed at least one CPL violation in or about September 2019 by falsely stating that Certified Acceptance had approved financing for a consumer and information contained in a consumer's credit report was used for the approval when there is no financing company named Certified Acceptance and the consumer's credit report was not used.

190. Brooklyn Mitsubishi and Rudy Treminio committed three CPL violations by misrepresenting that three vehicles had accessories and characteristics that they did not have. Brooklyn Mitsubishi misrepresented that the 2016 Mazda CX-5 Touring it sold to Adam Bolton had a technology package, leather seats, a sunroof or moonroof, GPS navigation, and Smart City Brake. Brooklyn Mitsubishi misrepresented the 2019 Jeep Cherokee Latitude it sold to Mikerlove Telamond had a sunroof/moonroof, cold weather package, heated seats, heated steering wheel, remote start, rear parking sensors, spoiler, cross traffic alert, dual-zone climate control, and folding mirrors. Brooklyn Mitsubishi misrepresented the 2010 INFINITI G37 it sold to Ezra Isaacs had a GPS navigation system.

191. Brooklyn Mitsubishi and Rudy Treminio committed 20 CPL violations (10 violations and 10 knowing violations) by misrepresenting that all used vehicles it sells have



benefits they do not have. Brooklyn Mitsubishi's Facebook page has claimed that every used vehicle comes with a "free lifetime engine warranty." Each day this misrepresentation appeared on Brooklyn Mitsubishi's Facebook page is a separate and distinct violation of the CPL. Each day this misrepresentation appeared on Brooklyn Mitsubishi's Facebook page after Brooklyn Mitsubishi's receipt of the Department's September 23 and October 6, 2020 letters is a knowing CPL violation.

192. From April 14, 2020, to December 17, 2020, Brooklyn Mitsubishi and Rudy Treminio committed 25 CPL violations by claiming on the Brooklyn Mitsubishi Express individual vehicle webpages, and in the Warranty Solutions brochure, that the Warranty Solutions vehicle service contract provides "2 yr/24k miles" coverage while failing to clearly and conspicuously disclose all material exclusions, reservations, limitations, modifications, or conditions of the vehicle service contract, such as the fact that the service contract provides no coverage while the manufacturer warranty is in effect. Each individual vehicle webpage on Brooklyn Mitsubishi Express advertising this add-on product is a separate and distinct violation of the CPL and 6 RCNY § 5-09.

193. Brooklyn Mitsubishi committed 95 CPL violations by misrepresenting the terms of a warranty and by making false statements about consumers' legal rights in the Limited Warranty document that it required consumers to sign in connection with 95 second-hand automobile sales identified in Schedule B.

194. Brooklyn Mitsubishi committed 244 CPL violations by failing to disclose its true legal name in its receipts and bills of sale in violation of 6 RCNY § 5-32(c)(4). Each automobile transaction for which Brooklyn Mitsubishi issued a receipt or bill of sale that did not disclose its true legal name is a separate and distinct violation identified on Schedule D.

195. Brooklyn Mitsubishi committed 12 CPL violations by charging consumers for add-

on products without their consent or authorization, by failing to clearly and conspicuously disclose all material exclusions, reservations, limitations, modifications, or conditions of the add-on products, by refusing to cancel add-on products upon request, or by misrepresenting the characteristics, uses, benefits, duration, and coverage of add-on products. Brooklyn Mitsubishi employed these deceptive trade practices in connection with the sales of used vehicles and add-on products to the following consumers: Yuriy Melkumyan, Marcel Menelas, Yolanda Anderson, Pamela Outram, Donovan Brown, Qiu Yu Chen, Narindra Ramdeen, Shequan Gooden, Rhoda Bouknight, Antonio Facundo, Darion, Garcia, and Jeffrey Williams.

196. Brooklyn Mitsubishi committed three CPL violations by misrepresenting that the used vehicles it sold to Darion Garcia, Yuriy Melkumyan, and Narindra Ramdeen were roadworthy and by failing to disclose material defects about which it knew or should have known and which rendered those vehicles unfit for ordinary use.

197. Brooklyn Mitsubishi committed one CPL violation by falsely representing on the We Owe Form that it would perform repairs to Antonio Facundo's vehicle.

198. Owner and President of Brooklyn Mitsubishi, Charalambos N. Charalambous, is personally liable for 2,780 knowing CPL violations that occurred after he received the Department's October 6, 2020 letter and that he allowed to continue to occur.

### COUNT THREE

*Selling recalled second-hand automobiles without providing to the purchaser a copy of the recall information from the NHTSA website, in violation of  
NYC Code § 20-268(h)(1)  
(3 violations)*

199. NYC Code § 20-268(h)(1) states, "[a] person who is licensed as a dealer in secondhand automobiles who sells a secondhand automobile, automobile part or equipment that is identified as having been recalled by [NHTSA], pursuant to its authority under chapter 301 of title 49 of the United States code, must provide to the purchaser, prior to the execution of the contract

for sale, a copy of the recall information for such secondhand automobile, automobile part or equipment, as printed out directly from the NHTSA website, <https://www.nhtsa.gov/recalls>, or any successor to such website. Such disclosure shall be made in writing and that writing must be signed or initialed by the purchaser of the secondhand automobile, automobile part or equipment. Such signed or initialed disclosure shall be maintained by the dealer, in either electronic or paper form, for no less than five years and such disclosure shall be subject to inspection by the commissioner.”

200. Brooklyn Mitsubishi committed three violations of NYC Code § 20-268(h)(1) by selling second-hand automobiles that were identified as having been recalled by NHTSA without providing Leonie Morris, Vanya Kollie, and Darion Garcia a copy of the recall information for those second-hand automobiles from the NHTSA website.

#### COUNT FOUR

*Submitting false, misleading, and deceptive credit applications and contracts to a finance company, in violation of NYC Code § 20-268.1(d)(1).  
(2 violations)*

201. NYC Code § 20-268.1(d) states, “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[.]”

202. Brooklyn Mitsubishi committed two violations of NYC Code § 20-268.1(d)(1) by preparing false contracts and credit applications and submitting them to M&T Bank. Brooklyn Mitsubishi misrepresented Yuriy Melkumyan’s income and down payment amount on his credit application and RIC and submitted those documents to M&T Bank. Brooklyn Mitsubishi misrepresented the amount of Adam Bolton’s rent on his credit application and submitted that credit application to M&T Bank.

COUNT FIVE

*Failure to Provide Truth in Lending Act Disclosures and the Financing Disclosure Form before contract execution, in violation of NYC Code § 20-268.1(e)(2)  
(9 violations)*

203. Under NYC Code § 20-268.1(e)(2), “[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 writing all disclosures required by the federal truth in lending act . . . .” Under 12 C.F.R. § 1026.17(a)(1), “[t]he creditor shall make the disclosures required by this subpart clearly and conspicuously in writing, in a form that the consumer may keep.”

204. Brooklyn Mitsubishi committed one violation of NYC Code § 20-268.1(e)(2) by not giving Karinie Olivero a copy of the RIC, including the TILA disclosures, before execution of the RIC.

205. NYC Code § 20-268.1(e)(2) further provides, “[i]n addition to such disclosures, a second-hand automobile dealer shall provide to such consumer, in a form prescribed by the commissioner by rule, a document containing” several financing disclosures.

206. Brooklyn Mitsubishi committed four violations of NYC Code § 20-268.1(e)(2) by not giving the Financing Disclosure form contained in 6 RCNY § 2-106 to Karinie Olivero, Priscilla Pendola, Athena Bohm, and Mikerlove Telamond. It committed five violations by providing false, misleading, and incomplete Financing Disclosure Forms to Catherine Del Carmen Marmol, Ithamar E. Brezil-Theogene, Antonio Facundo, James Brown, and Gemma Reinhart.

COUNT SIX

*Failing to acquaint consumers with the precise terms a recommended finance company is entitled by law to charge, in violation of 6 RCNY § 2-103(b)  
(3 violations)*

207. 6 RCNY § 2-103(b) states, “If financed by a finance company recommended by the dealer, the dealer must first acquaint the purchaser with the precise terms which such finance

company is entitled by law to charge, including nature of collateral, interest rate, and other charges, if any.”

208. Brooklyn Mitsubishi committed three violations of 6 RCNY § 2-103(b) by failing to apprise Donovan Brown, Marcel Meneles, and Johanne Joseph of the actual terms of financing it arranged for them, concealing such terms from them, or misrepresenting the financing terms it arranged for them.

**COUNT SEVEN**

*Executing conditional sales contracts,  
in violation of NYC Code § 20-268.1(b)  
(18 violations)*

209. NYC Code § 20-268.1(b) states, “No retail installment contract for the purchase of a second-hand automobile shall include 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.”

210. Brooklyn Mitsubishi committed 18 violations of NYC Code § 20-268.1(b) by requiring the 18 consumers identified in Schedule C to sign conditional sales contracts. They signed the Limited Right to Cancel – Purchase (Spot Delivery) form, which gave Brooklyn Mitsubishi the right to cancel their RICs if Brooklyn Mitsubishi is unable to assign the RIC to a lender after execution of the RIC.

**COUNT EIGHT**

*Failing to provide complete and truthful responses on  
license applications submitted to DCWP,  
in violation of 6 RCNY § 1-01.1  
(6 violations)*

211. 6 RCNY § 1-01.1(a) states, “All applicants for a license or a license renewal must provide complete and truthful responses to all the information requested on an application for such

license or license renewal and any related documents.”

212. 6 RCNY § 1-01.1(b) states, “No applicant for a license or a license renewal shall conceal any information, make a false statement or falsify or allow to be falsified any certificate, form, signed statement, application or report required to be filed with an application for a license or license renewal to be issued by the department.”

213. Kings Autoshow Inc. committed three violations of 6 RCNY § 1-01.1(a) and (b) because, in its 2015, 2017, and 2019 renewal license applications, it did not notify the Department of its adoption of the trade name Brooklyn Mitsubishi and misrepresented that there no changes of its trade name. In its 2017 and 2019 renewal license applications, it did not disclose that it changed its address from 5815 to 5910 Church Ave and misrepresented there were no changes of its address.

214. Kings Autoshow II Inc. committed three violations of 6 RCNY § 1-01.1(a) and (b) because, in its 2015, 2017, and 2019 renewal license applications, it did not notify the Department of its adoption of the trade name Brooklyn Mitsubishi Pre-Owned and misrepresented that there no changes of its trade name. In its 2017 and 2019 renewal license applications, it did not disclose that it changed its address from 5910 to 5815 Church Ave and misrepresented there were no changes of its address.

**COUNT NINE**

*Failing to notify the Department of a change in trade name,  
and doing business under an unauthorized trade name,  
in violation of NYC Code § 20-113  
(2 violations)*

215. NYC Code § 20-113 states:

A license issued under chapter two [of NYC Code, title 2,] 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 trade 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.

216. Kings Autoshow Inc. violated NYC Code § 20-113 by failing to notify DCWP of its adoption of the trade name Brooklyn Mitsubishi and by operating as a SHAD under such trade name without authorization.

217. Kings Autoshow II Inc. violated NYC Code § 20-113 by failing to notify DCWP of its adoption of the trade name Brooklyn Mitsubishi Pre-Owned and by operating as a SHAD under such trade name without authorization.

COUNT TEN

*Failing to notify the Department of a change in address,  
and doing business at a location not designated in the SHAD licenses,  
in violation of NYC Code §§ 20-112, 20-268(a)  
(2 violations)*

218. NYC Code § 20-112 states, "Except as specifically provided in chapter two [of NYC Code, title 2], a license shall be valid only for the location designated upon the application therefor. . . . No license shall be issued for more than one location. Licensees shall, at least ten days prior thereto, notify the commissioner or the commissioner's designee by registered or certified mail, or personal service, of any change of address of the licensed premises or of the residence of the licensee."

219. NYC Code § 20-268(a) states, "It shall be unlawful for any dealer in second-hand articles to carry on his or her business at any place other than the one designated in such license."

220. Kings Autoshow Inc. violated NYC Code §§ 20-112 and 20-268(a) by failing to notify DCWP of its change of address from 5815 to 5910 Church Ave and by operating as a SHAD at 5910 Church Ave while such address was not authorized by its DCWP license.

221. Kings Autoshow II Inc. violated NYC Code §§ 20-112 and 20-268(a) by failing to notify DCWP of its change of address from 5910 to 5815 Church Ave and by operating as a SHAD

at 5815 Church Ave while such address was not authorized by its DCWP license.

COUNT ELEVEN

*Failing to respond to DCWP subpoenas duces tecum and failing to appear for hearings,  
in violation of 6 RCNY § 1-14  
(9 violations)*

222. Before March 25, 2020, 6 RCNY § 1-14 stated, “A licensee must appear in person at the Department to answer a notice of hearing or a subpoena duces tecum served upon that licensee.”

223. Effective March 25, 2020, 6 RCNY § 1-14(b) states, “A licensee must reply to a subpoena, a request for documents or interrogatories within twenty days of the date the request was mailed or otherwise served upon the licensee.”

224. 6 RCNY § 1-14.1, which became effective on March 25, 2020, states, “A licensee must appear at the Office of Administrative Trials and Hearings to answer a notice of hearing served upon that licensee.”

225. Kings Autoshow II Inc. committed two violations of 6 RCNY § 1-14 by failing to provide a complete response to the Department’s March 1, 2019 subpoena and by failing to appear for the February 20, 2020 hearing.

226. Kings Autoshow II Inc. committed one violation of 6 RCNY § 1-14.1 by failing to appear for the December 11, 2020 hearing.

227. Kings Autoshow II Inc. committed one violation of 6 RCNY § 1-14(b) by failing to comply with the December 23, 2020 subpoena.

228. Kings Autoshow Inc. committed one violation of 6 RCNY § 1-14(b) by failing to provide a complete response to the Department’s December 4, 2021 subpoena.

229. Kings Autoshow Inc. committed one violation of 6 RCNY § 1-14 by failing to appear for the April 12, 2019 hearing.



230. Kings Autoshow Inc. committed three violations of 6 RCNY § 1-14.1 by failing to appear for the December 11, 2020, June 11, 2021, and July 9, 2021 hearings.

COUNT TWELVE

*Failing to maintain for six years records it was required to maintain for six years,  
in violation of 20-268.5  
(13 violations)*

231. NYC Code § 20-268.5(a) states:

A second-hand automobile dealer shall 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.

232. Respondent committed 13 violations of NYC Code § 20-268.5 by failing to maintain for six years and produce to the Department the documents regarding the second-hand automobile sales identified in Schedule E.

**PRAYER FOR RELIEF**

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


- (1) revoking Kings Autoshow Inc.'s and Kings Autoshow II Inc.'s SHAD licenses under NYC Code §§ 20-104(e)(1) and 20-275(d) to the extent they are active;
- (2) ordering Respondents to pay the civil penalties set forth in Schedule F;
- (3) ordering Respondents to pay the restitution to consumers set forth in Schedule G;

(4) finding Kings Autoshow Inc. and Kings Autoshow II Inc. jointly and severally liable for civil fines and restitution, except where otherwise specified; and

(5) granting such other and further relief as is deemed just and proper.

For: Peter A. Hatch  
Commissioner  
NYC Department of Consumer and Worker Protection  
42 Broadway, 9th Floor  
New York, NY 10004

Dated: November 1, 2021

By:   
\_\_\_\_\_  
Mark Butler  
Staff Counsel  
Counsel for Petitioner

# **SCHEDULE A**

## A - Overcharge

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN	Advertised Price	Selling Price	Overcharge
Brown, James	12/9/2018	2017 Nissan Altima	1N4AL3AP9HC204885	\$13,214	\$17,995	\$4,781.00
Raysor, Bianca T.	9/30/2018	2016 Lexus GS 350	JTHCZ1BL9GA001330	\$31,718	\$34,200	\$2,482.00
Nivar, Julissa	9/30/2018	2015 INFINITI QX60 Premium	5N1AL0MM7FC504914	\$27,998	\$30,495	\$2,497.00
Uglyk, Mykola	9/30/2018	2015 INFINITI Q50 Premium	JN1BV7AR3FM407217	\$20,494	\$23,000	\$2,506.00
Marquez, Bairon	9/30/2018	2015 Nissan Altima 3.5 SL	1N4BL3AP6FC270358	\$14,776	\$17,500	\$2,724.00
Hetzel, Edward John	9/28/2018	2015 Honda Odyssey EX	5FNRL5H40FB102492	\$15,999	\$18,900	\$2,901.00
Stewart, Marquis A.	9/30/2018	2015 BMW 5 Series 528i xDrive	WBA5A7C5XFD625071	\$24,397	\$27,300	\$2,903.00
Maddox, Ervin D.; Richardson, Calesha K.	9/28/2018	2015 INFINITI Q50 Sport	JN1BV7ARXFM390111	\$21,979	\$26,000	\$4,021.00
Cruz, Luis	9/29/2018	2015 INFINITI Q50 Premium	JN1BV7AR2FM399563	\$19,998	\$24,200	\$4,202.00
Roldan, Daisy; Roldan Alfredo	9/29/2018	2017 Dodge Journey SXT	3C4PDCBGXHT537326	\$11,632	\$16,995	\$5,363.00
Bennett, Kimberly	8/9/2019	2017 Nissan Rogue	KNMAT2MV0HP547642	\$13,799	\$15,500	\$1,701.00
Bohm, Athena	9/13/2019	2016 Mitsubishi Outlander Sport	JA4AP4AW4GZ035196	\$14,995	\$16,995	\$2,000.00
Bolton, Adam C.	10/11/2018	2016 Mazda 4W CX-5 Touring	JM3KE4CY7G0711800	\$16,997	\$19,100	\$2,103.00
Byrd, Kitema L.	6/26/2018	2016 Mitsubishi Outlander SE	JA4AZ3A32GZ002675	\$15,499	\$18,945	\$3,446.00
Isaacs, Ezra	8/14/2018	2010 INFINITI 4DSD G37	JN1CV6AR6AM459268	\$9,949	\$12,945	\$2,996.00
Joseph, Asiya E.	6/23/2018	2015 Hyundai Elantra SE/Sport	KMHDH4AE0FU420950	\$11,902	\$16,500	\$4,598.00
Melkumyan, Yuriy	4/23/2018	2013 BMW 4DSD 328i xDrive	WBA3B5C55DF595455	\$13,500	\$15,800	\$2,300.00
Olivero, Karinie	6/20/2018	2017 Jeep 4W Grand Cherokee	1C4RJFBG1HC716837	\$27,994	\$36,585	\$8,591.00
Pendola, Priscilla A.	7/21/2018	2013 Mercedes-Benz GLK 250 4Matic	WDCGG8JB7DG003333	\$15,812	\$18,302	\$2,490.00
Zhou, Lance	2/4/2018	2015 Toyota Subn Highlander Limited	5TDDKRFH4FS154892	\$30,049	\$36,000	\$5,951.00
Telamond, Mikerlove	2/1/2020	2019 Jeep Cherokee Latitude 4x4	1C4PJMLB4KD194477	\$16,995	\$20,750	\$3,755.00
Bouknight, Rhoda	10/9/2019	2017 INFINITI Q60 Sport	JN1EV7EL3HM552733	\$30,685	\$32,900	\$2,215.00
Dalaba, Nicole	1/2/2019	2018 Subaru WRX STi Limited	JF1VA2W68J9821697	\$33,885	\$37,108	\$3,222.60
Gaspard, Marjorie	3/17/2018	2014 Nissan Murano	JN8AZ1MW6EW518928	\$15,031	\$20,140	\$5,109.00
Facundo Santiago, Antonio	7/3/2020	2017 BMW X5 xDrive35i	5UXKR0C37H0V69720	\$27,995	\$34,450	\$6,455.00
Marmol, Catherine Del Carmen	1/19/2019	2015 INFINITI Q50	JN1BV7AR9FM397258	\$19,425	\$23,000	\$3,575.00
Garcia, Darion	9/6/2019	2011 BMW X6 M	5YMGZ0C53BLK14145	\$21,924	\$24,070	\$2,146.00
Williams, Jeffrey	2/8/2020	2017 Mitsubishi Outlander Sport ES	JA4AR3AU5HZ021747	\$13,978	\$14,500	\$522.00
Fanfan, David Pierre	7/16/2020	2018 Hyundai Santa Fe	5NMZTDLB3JH092841	\$16,990	\$18,995	\$2,005.00
Ruzmatov, Dilshod	10/4/2019	2016 BMW X1	WBXHT3C3XGP884101	\$22,499	\$28,130	\$5,631.00
Kollie, Vanya A.	2/23/2019	2016 Audi A7	WAUWGAF5GN065319	\$39,949	\$46,995	\$7,046.00
Reinhart, Gemma; Gonzalez, Felix	12/4/2018	2015 Jeep Grand Cherokee	1C4RJFDJ0FC832178	\$43,350	\$48,484	\$5,134.00

## A - Overcharge

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN	Advertised Price	Selling Price	Overcharge
Montes, Germaine	7/19/2019	2015 Chrysler 200 Limited	1C3CCCAB2FN704108	\$8,625	\$11,550	\$2,925.00
Colas, Marie	10/18/2019	2015 BMW X5	5UXKR0C53F0P08787	\$24,199	\$26,110	\$1,911.00
Coles, Latoya	7/1/2018	2014 Volkswagen Tiguan S	WVGBV3AX7EW583593	\$12,166	\$15,995	\$3,829.00
Brezil-Theogene, Ithamar E.	11/16/2018	2011 BMW X6	5UXFG8C58BLZ95185	\$21,549	\$21,995	\$446.00
Ramirez, Isidro	1/4/2019	2013 Audi Q5	WA1DGAFP2DA071329	\$19,244	\$21,000	\$1,756.00
Daniel, David D.	1/8/2019	2015 Nissan Murano Platinum	5N1AZ2MH5FN266420	\$26,000	\$28,664	\$2,663.80
Price, Keisha B.	1/17/2019	2016 Volkswagen Jetta 1.8T Sport	3VWD17AJ4GM333434	\$14,534	\$15,250	\$716.00
Buesing, Heather L.	1/22/2019	2015 Ford Explorer XLT	1FM5K8D88FGA91383	\$19,222	\$24,800	\$5,578.00
Cowley, Debra L.; Ransom, Damond D.	1/22/2019	2014 Ram 1500 Sport	1C6RR7MT9ES257705	\$24,994	\$27,800	\$2,806.00
Gilligan, Brittany A.	1/22/2019	2015 Mercedes-Benz GLA GLA 250	WDCTG4GB0FJ175336	\$20,926	\$23,500	\$2,574.00
Martin, Michael	1/22/2019	2017 Dodge Charger R/T 392	2C3CDXGJ2HH602984	\$34,809	\$38,000	\$3,191.00
Day, Stephan	1/22/2019	2016 BMW 7 Series 750i xDrive	WBA7F2C52GG418252	\$50,069	\$54,059	\$3,990.00
Shaw, Ladonnesier V.	1/28/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP5HC153434	\$13,219	\$15,250	\$2,031.00
Haggins, Jacquelin J.	1/28/2019	2017 Mitsubishi Outlander ES	JA4AD2A37HZ016873	\$14,065	\$16,700	\$2,635.00
Chiu, Karmin	1/28/2019	2016 Mercedes-Benz Metris Passenger	WD4PG2EE5G3135497	\$22,249	\$23,595	\$1,346.00
Ahmed, Mahmood	1/29/2019	2017 INFINITI Q50 3.0t Premium	JN1EV7AP3HM735865	\$24,000	\$25,000	\$1,000.00
Nieves, Johnny	1/30/2019	2015 INFINITI QX60 Base	5N1AL0MM2FC523855	\$21,890	\$29,600	\$7,710.00
Josiah-Johnson, Oniesha I.; Williams, Rahim N.	1/30/2019	2015 Hyundai Sonata Limited 2.0T	5NPE34AB8FH136599	\$13,494	\$16,000	\$2,506.00
Friedman, Benjamin	1/30/2019	2015 Honda Odyssey EX	5FNRL5H48FB114759	\$17,021	\$17,577	\$556.00
Arroyo, Melissa	1/31/2019	2015 Acura TLX 3.5L V6	19UUB2F34FA020040	\$15,689	\$19,000	\$3,311.00
Abzaz, Abdullah M.	1/31/2019	2015 Mercedes-Benz GLA GLA 250	WDCTG4GB5FJ103578	\$21,879	\$28,774	\$6,895.00
Walcott Graham, Tyrel	1/31/2019	2014 Honda Accord Sport	1HGCR2F52EA170512	\$14,498	\$17,400	\$2,902.00
Grimaldos, Jefferson	2/4/2019	2015 Mitsubishi Outlander Sport ES	4A4AR3AW2FE058226	\$13,998	\$15,995	\$1,997.00
Cato, Carolyn O.	2/4/2019	2016 BMW X5 xDrive35i	5UXKR0C54G0S87776	\$31,194	\$41,300	\$10,106.00
Jones, James	2/4/2019	2015 Ford Explorer Sport	1FM5K8GT9FGA74284	\$22,749	\$26,000	\$3,251.00
Griffin, Lydia	2/5/2019	2011 Lexus CT 200h	JTHKD5BH6B2034690	\$11,239	\$12,800	\$1,561.00
Miller, Sheree C.; Miller, Levie	2/5/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP8HC280288	\$13,890	\$15,787	\$1,896.98
Sanchez, Amin A.	2/6/2019	2016 BMW X5 xDrive35i	5UXKR0C52G0P29132	\$36,198	\$39,995	\$3,797.00
Marroquin, Iris R.; Marroquin, Carlos A.	2/6/2019	2016 Ford Transit-350	1FBAX2CM3GKB07993	\$25,006	\$27,995	\$2,989.00
Blair, Doreen Ann	2/8/2019	2015 Mercedes-Benz GLA GLA 250	WDCTG4GB4FJ093450	\$24,520	\$27,950	\$3,430.00

## A - Overcharge

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN	Advertised Price	Selling Price	Overcharge
Webb, Tywana M.; Garcia-Webb, Cherray Tenille	2/8/2019	2016 Kia Optima LX	5XXGT4L32GG013313	\$12,146	\$15,141	\$2,995.00
Maser, Eric N.	2/8/2019	2016 BMW M4 Premium	WBS3U9C50GP969434	\$44,890	\$48,731	\$3,841.00
Montgomery, Daniel	2/8/2019	2016 BMW X6 xDrive50i	5UXKU6C56G0R34051	\$48,400	\$56,500	\$8,100.00
Cottes, Freddy W.	2/11/2019	2018 Mitsubishi Outlander	JA4AZ3A37JZ000525	\$17,890	\$18,700	\$810.00
Mena Abarca, Jose G.	2/11/2019	2016 Scion tC Base	JTKJF5C77GJ022678	\$11,890	\$13,995	\$2,105.00
Lespierre, Jameela D.	2/11/2019	2015 INFINITI QX60 Premium	5N1AL0MM9FC537722	\$22,464	\$29,200	\$6,736.00
Gonzalez, Angel A.	2/11/2019	2015 Ford Explorer XLT	1FM5K8D87FGB63528	\$17,890	\$18,374	\$484.43
Forte, Dominick F.	2/11/2019	2017 Dodge Journey SXT	3C4PDCBG8HT576111	\$13,890	\$15,700	\$1,810.00
Mattison, Dionysos S.	2/11/2019	2015 Ford Transit-350 XLT	1FBAX2CM7FKA58831	\$21,890	\$24,880	\$2,990.00
Romeo, Peter M. E.	2/12/2019	2015 Honda CR-V EX-L	2HKRM4H73FH640722	\$15,890	\$18,545	\$2,655.00
Sancho, Chimese A.	2/12/2019	2015 Jeep Cherokee Limited	1C4PJMDS2FW752402	\$23,996	\$24,655	\$659.00
Naula, Miguel	2/13/2019	2016 Ford Escape Titanium	1FMCU9JX6GUA25551	\$13,890	\$15,790	\$1,900.00
Norville, Kadeem; Norville, Patricia O.	2/19/2019	2016 BMW 3 Series 320i xDrive	WBA8E5G59GNT40387	\$15,800	\$18,790	\$2,990.00
Nauth, Ramcharran	2/19/2019	2018 Mitsubishi Outlander Sport SEL	JA4AP4AW2JZ012913	\$17,890	\$19,995	\$2,105.00
Fortune, Larry	2/19/2019	2015 Acura TLX 3.5L V6	19UUB2F55FA004253	\$17,890	\$19,500	\$1,610.00
Singh, Manpreet	2/19/2019	2018 Nissan Pathfinder SL	5N1DR2MM3JC610955	\$26,989	\$32,920	\$5,931.00
Apple, Michael G.	2/19/2019	2014 Ford Edge Sport	2FMDK4AK7EBA22324	\$17,890	\$19,995	\$2,105.00
Reyes Cocone, Moises; Reyes Ramirez, Lissette	2/19/2019	2014 Chevrolet Camaro 1LT	2G1FB1E34E9160644	\$16,626	\$18,621	\$1,995.00
Ragab, Sami A.	2/20/2019	2015 Nissan Altima 2.5 SL	1N4AL3AP8FN358750	\$13,890	\$15,885	\$1,995.00
Mugnos Castillo, Maximiliano A.	2/20/2019	2016 Dodge Durango R/T	1C4SDJCT9GC331743	\$27,890	\$31,500	\$3,610.00
Suazo, Jose J.	2/20/2019	2018 Ford Transit-350	1FBAX2CG5JKA21540	\$28,890	\$33,000	\$4,110.00
Feliz, Morgan A.	2/21/2019	2016 Mercedes-Benz E-Class E 400	WDDHF6HB1GB176909	\$29,890	\$31,000	\$1,110.00
Dorman, Fontajah O. S.	2/22/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP7HC153953	\$11,890	\$14,800	\$2,910.00
Smith, Ebonette	2/22/2019	2016 Mercedes-Benz GLA GLA 250	WDCTG4GB3GJ204474	\$19,890	\$25,900	\$6,010.00
Holmes, Radisha Malisa Martha	2/22/2019	2017 Toyota Camry	4T1BF1FK9HU399660	\$12,890	\$15,995	\$3,105.00
Mcintosh-Garraway, Shelly S.	2/22/2019	2015 Nissan Murano SV	5N1AZ2MH4FN248443	\$16,890	\$20,250	\$3,360.00
Milligan, George W. Jr	2/22/2019	2015 INFINITI QX60 Premium	5N1AL0MM3FC556895	\$18,890	\$24,471	\$5,581.00
Kim, Chang-Ho	2/22/2019	2016 Toyota Sienna L	5TDYK3DC2GS722399	\$22,890	\$24,199	\$1,309.38
Chowdhury, Kowsar	2/22/2019	2016 Toyota Highlander	5TDBKRFH1GS240900	\$23,890	\$26,995	\$3,105.00
Henry, Lloyd	2/22/2019	2013 Mercedes-Benz GL-Class GL 450	4JGDF7CE6DA209030	\$24,394	\$28,780	\$4,386.00

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Francois, Bermann	2/22/2019	2018 Ford Transit-350	1FBAX2CG9JKA21539	\$28,890	\$32,900	\$4,010.00
Delva, Emanie	2/22/2019	2013 Jeep Wrangler Unlimited Sahara	1C4BJWEG9DL536822	\$25,970	\$27,695	\$1,725.00
Simus, Placide	2/25/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP6HC194672	\$12,995	\$17,995	\$5,000.00
Shehu, Kujtim	2/26/2019	2015 Mercedes-Benz M-Class ML 250	4JGDA0EB8FA472499	\$24,890	\$26,365	\$1,475.00
Graham, Orville Richard	2/26/2019	2015 BMW 3 Series 328i xDrive	WBA3B5G54FNS20627	\$16,100	\$21,000	\$4,900.00
Thompson, Tanya M.	2/26/2019	2016 Acura RDX Base	5J8TB4H53GL007307	\$22,890	\$24,390	\$1,500.00
Mercado Nunez, Tania V.	2/26/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP5HC260337	\$13,588	\$17,000	\$3,412.00
Michel, Clyfford; Leroy, Judelyne	2/27/2019	2017 Chevrolet Cruze LT	1G1BE5SM0H7277511	\$14,999	\$17,500	\$2,501.00
Santos, Yesenia M.	2/27/2019	2017 Mercedes-Benz Metris Passenger	WD4PG2EE6H3244682	\$22,131	\$24,500	\$2,369.00
Bowman, Donald E.	2/28/2019	2015 Lexus IS 250	JTHCF1D24F5022400	\$25,888	\$28,275	\$2,387.00
Henry, Joenelly J.	2/28/2019	2015 Kia Optima SX	5XXGR4A69FG471294	\$14,890	\$15,995	\$1,105.00
Jorge, Ricardo J.	2/28/2019	2015 BMW 4 Series 428i xDrive Gran	WBA4C9C53FD330542	\$22,012	\$22,995	\$983.00
Denay Emery; Troy T. Smith	3/1/2019	2016 Lexus IS 300	JTHCM1D25G5002874	\$24,000	\$25,747	\$1,747.00
Edwin A. Sanchez Roa	3/1/2019	2015 Jeep Grand Cherokee Altitude	1C4RJFAG6FC665348	\$24,888	\$29,900	\$5,012.00
Robinson, Vernessa C.	3/1/2019	2013 INFINITI FX37 Base	JN8CS1MW7DM170452	\$17,890	\$22,800	\$4,910.00
Paulino, Jeremy A.	3/1/2019	2017 Ford Transit-250 Base	1FTYR1CM6HKA20234	\$22,994	\$27,500	\$4,506.00
Bishop, Brian M.	3/4/2019	2017 Toyota Camry SE	4T1BF1FK5HU377817	\$14,883	\$15,750	\$867.00
Lucchese, Nicole M.	3/4/2019	2011 Mercedes-Benz M-Class ML 350	4JGBB8GB3BA675102	\$14,994	\$18,500	\$3,506.00
Beeks, Jennifer L.	3/5/2019	2012 Volkswagen Passat TDI SEL Pre	1VWCN7A34CC040520	\$9,713	\$11,995	\$2,282.00
Vitiles Best, Delina	3/5/2019	2014 Mercedes-Benz GLK GLK 350	WDCGG8JB4EG306071	\$17,890	\$21,800	\$3,910.00
Antoine, Kendell	3/5/2019	2015 INFINITI QX60 sport	5N1AL0MM9FC530723	\$24,498	\$28,500	\$4,002.00
Santiago, Lionel	3/5/2019	2017 Toyota Sienna XLE	5TDYZ3DC8HS867315	\$23,890	\$25,885	\$1,995.00
Mcgowan-Miles, Kwanisha V.	3/6/2019	2017 Mitsubishi Outlander Sport SE	JA4AR3AW9HZ037208	\$15,890	\$16,775	\$885.00
Blanco, Mirtha Lucia	3/7/2019	2016 Nissan Sentra	3N1AB7AP3GL668720	\$13,165	\$14,995	\$1,830.00
Jackson, Diane	3/7/2019	2015 INFINITI Q50 Premium	JN1BV7AR4FM407971	\$21,995	\$23,000	\$1,005.00
Brown, Lancelot R. A.	3/7/2019	2016 Ford Explorer Sport	1FM5K8GT6GGB83139	\$27,096	\$29,535	\$2,439.00
Feliz, Julius D.	3/7/2019	2014 DODGE 4D CHARGER	2C3CDXBG9EH326021	\$10,448	\$11,055	\$606.94
Joseph, Charles	3/7/2019	2018 Toyota Highlander	5TDJZRFHXJS529997	\$33,152	\$37,995	\$4,843.00
Pascall, Mathew A.	3/8/2019	2016 Acura ILX 2.4L	19UDE2F77GA003812	\$14,890	\$17,995	\$3,105.00
Jackson, John H. Jr.	3/8/2019	2017 Dodge Journey SXT	3C4PDCBG7HT571563	\$13,890	\$17,985	\$4,095.00
Pascall, Mathew A.	3/8/2019	2016 Acura ILX 2.4L	19UDE2F77GA003812	\$14,890	\$17,995	\$3,105.00
Garcia, Keron R. D.	1/18/2019	2015 Kia Optima SX	5XXGR4A61FG374137	\$15,994	\$17,200	\$1,206.00
Rodriguez, Cindy	1/18/2019	2015 INFINITI Q50 Premium	JN1BV7AR1FM413453	\$21,994	\$26,000	\$4,006.00

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Morente, Matthew E.	1/18/2019	2018 Honda Civic Type R Touring	SHHFK8G79JU200351	\$34,000	\$38,490	\$4,490.00
Helfand, Steven J.	1/23/2019	2015 Ford Explorer Limited	1FM5K8F89FGC69735	\$20,913	\$22,600	\$1,687.00
Lazo, Fanny Y.	2/9/2019	2018 Acura TLX 3.5L V6	19UUB2F62JA005202	\$28,974	\$29,900	\$926.00
Sanchez, James J.	2/9/2019	2016 Hyundai Genesis 3.8	KMHGN4JE6GU128467	\$21,499	\$24,306	\$2,807.07
Beausejour, Daniel R.	2/9/2019	2016 Dodge Charger R/T	2C3CDXCT4GH321985	\$20,497	\$26,700	\$6,203.00
Wright, Morgan N.	2/23/2019	2016 Nissan Altima 2.5	1N4AL3AP3GN371178	\$11,881	\$16,995	\$5,114.00
Murray, Jason L.	2/23/2019	2015 Nissan Altima 2.5 SV	1N4AL3AP2FC190969	\$12,296	\$14,500	\$2,204.00
Haas, Daniel P.; Arias, Susana R.	2/23/2019	2015 Nissan Rogue S	KNMAT2MV6FP565933	\$13,284	\$16,500	\$3,216.00
Stone, Shawndee Shanard	2/23/2019	2017 Toyota Camry	4T1BF1FK9HU315658	\$14,882	\$17,300	\$2,418.00
Neto, Marcello F.	2/23/2019	2015 Jeep Renegade Trailhawk	ZACCJBCT3FPB51588	\$17,977	\$20,990	\$3,013.00
Kollie, Vanya A.	2/23/2019	2016 Audi A7	WAUWGAF5GN065319	\$39,949	\$46,995	\$7,046.00
Clarke, Denice D; Peters, Shane G.	2/23/2019	2017 Hyundai Santa Fe SE	KM8SMDHF5HU212499	\$16,499	\$19,800	\$3,301.00
Rosemond, Dadie	2/23/2019	2016 Mercedes-Benz GLE GLE 450	4JGED6EB4GA010960	\$55,487	\$73,250	\$17,763.00
Serpa, Tanya M.	2/23/2019	2017 Dodge Journey SXT	3C4PDDBG0HT575220	\$15,890	\$17,885	\$1,994.93
King, Kimberly	2/23/2019	2016 Mercedes-Benz C-Class C 300	55SWF4KB1GU097136	\$24,890	\$26,450	\$1,560.00
Jamison, Michael L.	2/23/2019	2014 Audi RS 5 4.2	WUAC6AFR3EA900581	\$37,890	\$42,000	\$4,110.00
Promesse, Marsia	3/2/2019	2013 Chrysler 300 Base	2C3CCAAG4DH509293	\$11,890	\$13,995	\$2,105.00
Zaynullina, Dilyara; Freyman, Aleksandr	3/2/2019	2015 INFINITI QX60 Base	5N1AL0MMXFC558384	\$22,890	\$25,953	\$3,063.00
Newell, Stephen M.	3/2/2019	2017 Honda Pilot Elite	5FN1YF6H0XHB059580	\$36,890	\$38,500	\$1,610.00
Bonilla, Tiara M.	3/2/2019	2013 GMC Acadia Denali	1GKKVTKD1DJ219114	\$17,890	\$19,810	\$1,920.00
Klebous, Lori A.; Zivny, William I.	3/2/2019	2016 Ford Explorer Sport	1FM5K8GT9GGA81561	\$24,890	\$26,390	\$1,500.00
Gooden, Shequan George	1/10/2019	2016 Mitsubishi Lancer ES	JA32U2FU7GU009847	\$10,998	\$13,595	\$2,597.00
Washington, Bonnie	1/10/2019	2016 Jeep Renegade Limited	ZACCJBDT1GPD35072	\$18,463	\$22,432	\$3,969.00
Brooker, Zorida J.	1/10/2019	2015 INFINITI Q50 Premium	JN1BV7AR9FM407318	\$19,998	\$23,988	\$3,990.00
Jackson, Sasha-Gaye N.	1/10/2019	2015 Audi Q7 3.0T S line Prestige	WA1DGAFF6FD021694	\$38,900	\$45,085	\$6,185.00
Small, Antonia M.; Spooner, Aaron R.	1/19/2019	2015 Volkswagen Tiguan	WVGVBV7AX2FW506252	\$13,822	\$16,500	\$2,678.00
Vincent, Guy A.; Vincent, Nicholas M.	1/24/2019	2015 Chevrolet Camaro 1LT	2G1FD1E3XF9267385	\$17,499	\$19,500	\$2,001.00
Rance, Melveta E.	2/2/2019	2014 BMW X3 xDrive28i	5UXWX9C58E0D31919	\$19,886	\$22,625	\$2,739.00



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Smith, Shanay C.	2/2/2019	2011 INFINITI G25 X	JN1DV6AR2BM452341	\$10,102	\$11,500	\$1,398.00
Bailey, Robert H.	2/2/2019	2015 INFINITI Q50 Premium	JN1BV7AR7FM407947	\$20,955	\$22,950	\$1,995.00
Providence, Shadley	2/2/2019	2015 INFINITI Q50 Premium	JN1BV7AR9FM411515	\$19,890	\$24,495	\$4,605.00
Barrow, Akeem Eddison	2/2/2019	2018 Chrysler 300 Limited	2C3CCAKG0JH240929	\$20,998	\$24,895	\$3,897.00
Jimenez, Jose A.	2/2/2019	2014 BMW X6 xDrive35i	5UXFG2C53E0C44792	\$27,365	\$30,000	\$2,635.00
Seenarraine, Chandra; Permaul, Srinivasan A.	2/2/2019	2011 INFINITI G37 Sport	JN1CV6FE4BM950879	\$15,937	\$19,795	\$3,858.00
Garced, Yvonne	2/10/2019	2014 Honda Accord EX	1HGCT1B7XEA015273	\$13,994	\$14,990	\$996.00
Kaul-Smith, Janice L.	2/10/2019	2017 Mitsubishi Outlander ES	JA4AZ2A39HZ023812	\$14,890	\$16,885	\$1,995.00
Palmer, Kamron T.	2/10/2019	2018 Dodge Charger SXT	2C3CDXHG0JH156584	\$18,890	\$27,170	\$8,280.00
Aquilar Sanchez, Judith	2/15/2019	2017 Toyota Corolla L	2T1BURHE8HC805232	\$13,890	\$16,800	\$2,910.00
Olmedo, Yakira S.	2/24/2019	2017 Nissan Murano SV	5N1AZ2MG6HN122188	\$17,890	\$20,990	\$3,100.00
Begeima, Anton	2/24/2019	2015 Volkswagen Tiguan	WVGVBV7AX4FW559938	\$11,890	\$13,885	\$1,995.00
Baez, Jose D.	2/24/2019	2013 Mercedes-Benz C-Class C 300	WDDGF8ABXDR293005	\$14,665	\$15,660	\$995.00
Uribe, Araceli B.	3/3/2019	2018 Toyota Sienna XLE	5TDYZ3DC3JS920167	\$26,399	\$29,993	\$3,594.00
Mei Wong, Chun	3/3/2019	2015 Porsche Macan S	WP1AB2A52FLB61024	\$36,131	\$37,000	\$869.00
Blacks-Pickett, Kimberley D.	2/11/2019	2016 Acura ILX 2.4L	19UDE2F89GA006610	\$15,995	\$17,900	\$1,905.00
Rodabaugh, Alexander E.	1/11/2019	2018 Land Rover Range Rover Velar I	SALYB2RXXJA738403	\$50,894	\$57,690	\$6,796.00
Tobin, Patricia J.	1/20/2019	2017 Hyundai Sonata Sport	5NPE24AF2HH460608	\$11,322	\$12,800	\$1,478.00
Fajardo-Arcentales, Cristian P.	1/20/2019	2015 Nissan Pathfinder Platinum	5N1AR2MM3FC650527	\$21,884	\$25,995	\$4,111.00
Sharobim, Alaa S.	2/22/2019	2016 Mitsubishi Lancer ES	JA32U2FU9GU004584	\$10,890	\$12,695	\$1,805.00
Turenne, Hugue G.	3/4/2019	2015 Nissan Pathfinder SL	5N1AR2MM8FC619130	\$20,979	\$22,479	\$1,500.00
Mascoll, Dianne Maureen	1/12/2019	2017 Nissan Sentra	3N1AB7AP3HL641597	\$11,994	\$13,800	\$1,806.00
Lettman, Joseph A. Jr	1/12/2019	2015 BMW 5 Series 528i xDrive	WBA5A7C55FD627178	\$25,000	\$31,200	\$6,200.00
Makosiej, Chris J.	1/12/2019	2015 Nissan Murano SL	5N1AZ2MH7FN228722	\$21,994	\$23,000	\$1,006.00
Phelps, Robert	1/12/2019	2015 INFINITI Q70L 3.7X	JN1BY1PR9FM831111	\$27,500	\$31,095	\$3,595.00
Clarke, Esther L.	1/12/2019	2015 INFINITI QX60 Premium	5N1AL0MM3FC509477	\$30,624	\$34,940	\$4,316.00
Balam, Bramdat G.	1/12/2019	2017 Toyota Tundra	5TFAY5F16HX653851	\$38,997	\$40,750	\$1,753.00
Mcdonald, Oscar N.	1/12/2019	2017 Nissan Armada Platinum	JN8AY2NE4H9707319	\$40,507	\$44,502	\$3,995.00
Geiger, Tairon R.	1/21/2019	2017 Chrysler 300C Base	2C3CCAKG1HH665084	\$19,759	\$23,500	\$3,741.00
Persaud, Yogendra	1/21/2019	2015 Mercedes-Benz C-Class C 300	55SWF4KB3FU071538	\$21,997	\$24,500	\$2,503.00
Zambrano, Joaquin H.; Zambrano, Edison H.	1/21/2019	2018 Jeep Wrangler JK Unlimited Sah	1C4HJWEG7JL873222	\$35,000	\$38,000	\$3,000.00
Wright, Donald J.	1/30/2019	2015 Mitsubishi Lancer Evolution	JA32W7FV7FU028753	\$29,890	\$32,676.36	\$2,786.36

A - Overcharge

<b>Consumer Last, First Name</b>	<b>Sale Date</b>	<b>Vehicle Purchased</b>	<b>VIN</b>	<b>Advertised Price</b>	<b>Selling Price</b>	<b>Overcharge</b>
Jotamar, Jean	2/3/2019	2018 INFINITI Q50 Red Sport 400	JN1FV7AR1JM481469	\$42,890	\$45,500	\$2,610.00

# **SCHEDULE B**

B - False Limited Warranty

Last Name, First Name	Transaction Date	Year Make Model	VIN
Adekahunsi, Modupe Ola	4/22/2013	2009 Nissan 4DR Altima	1N4AL21E69N524132
Alexander, Shevon T.	6/28/2014	2011 ME/BE 4DSD C300	WDDGF8BB4BR180517
Anderson, Yolanda; Anderson, Carlos	2/21/2016	2012 Honda 4DSD Accord	1HGCP2F44CA196474
Andino, Ernestina	9/11/2017	2014 Mitsubishi Subn Outlander SE	JA4AD3A30EZ010835
Andino, Ernestina	9/18/2017	2010 Chrysler SV Town and Country	2A4RR8DX2AR457011
Arce, Nelson J.	2/20/2016	2015 Toyota 4DSD Camry	4T1BF1FK6FU895934
Arias-Chile, Guillermo E.	11/26/2018	2015 Ford CW F-150	1FTEW1EF9FFA32118
Bagayoko, Makan	9/24/2016	2013 Nissan Subn Pathfinder S/SV	5N1AR2MM9DC659424
Barclay, Wayne A.	8/7/2017	2016 BMW 4DSD 528I Xdrive	WBA5A7C54GG148315
Bennett, Kimberly	8/9/2019	2017 Nissan Rogue	KNMAT2MV0HP547642
Berry, Stephon A.; Berry, Alyssa E.	9/28/2018	2014 INFINITI Q50 Sport	JN1BV7AR9EM699261
Blair, Howard	8/14/2014	2011 Ford Subn Econoline E350	1FDNE3BL6BDA52465
Blair, Howard M.	12/2/2017	2012 Audi Subn Q5 Premium Plus	WA1LFAFP8CA047629
Blanco, Jaime	4/4/2015	2012 Chevrolet Subn Equinox LS	2GNALBEK0C1153348
Bohm, Athena	9/13/2019	2016 Mitsubishi Outlander Sport	JA4AP4AW4GZ035196
Bolton, Adam C.	10/11/2018	2016 Mazda 4W CX-5 Touring	JM3KE4CY7G0711800
Bonhomme, Dumicater & Anne N.	8/2/2014	2006 LA/RO Subn RA/RO	SALSH23476A946149
Brown, Annika P.	5/22/2014	2008 BMW 4DSD 328XI	WBAVC93538K042779
Brown, Donovan	9/13/2017	2014 INFINITI Q50	JN1BV7AR5EM705234
Brown, Donovan A.	5/1/2018	2016 Mercedes-Benz 4Matic	WDDKJ6HB5GF330986
Brown, James, E.	12/9/2018	2017 Nissan Altima	1N4AL3AP9hc204885
Burgos, Carmen S.	7/1/2014	2008 Ford Sub Escape XLS	1FMCU02Z78KC81996
Byrd, Kitema L.	6/26/2018	2016 Mitsubishi Outlander SE	JA4AZ3A32GZ002675
Carela, Alexander S.	12/15/2015	2009 Mercedes-Benz C300	WDDGF81XX9R084849
Chen, Qiuyu	12/22/2017	2015 Mercedes-Benz ML350	4JGDA5HB1FA472188
Colas, Marie	10/18/2019	2015 BMW X5	5UXKR0C53F0P08787
Cruz, Luis	9/29/2018	2015 INFINITI Q50 Premium	JN1BV7AR2FM399563
Delgado, Jose A.	8/8/2015	2012 Honda 4D Accord Sedan	1HGCP2F62CA072043
Dent, Michelle	4/10/2017	2011 Infiniti 4D G37	JN1CV6AR9BM409434
Dhalianik, Mdalamin	6/28/2017	2015 Chrysler 4D 200	1C3CCCAB6FN732252
Garcia, Darion	9/6/2019	2011 BMW X6 M	5YMGZ0C53BLK14145
Gaspard, Marjorie	3/17/2018	2014 Nissan Murano	JN8AZ1MW6EW518928

B - False Limited Warranty

Last Name, First Name	Transaction Date	Year Make Model	VIN
Gooden, Shequan George	1/10/2019	2016 Mitsubishi 4D Lancer ES	JA32U2FU7GU009847
Greene-Inniss, Beverly	3/20/2014	2013 Chrysler Subn Town & Country	2C4RC1BG0DR577461
Harper, David G.	2/22/2016	2014 Chrysler Subn Town & Country	2C4RC1BG5ER446849
Henderson, Dominick Xavier	11/28/2017	2013 BMW 4W X3 Xdrive 28i	5UXWX9C50D0D03451
Hetzel, Edward John	9/28/2018	2015 Honda Odyssey EX	5FNRL5H40FB102492
Isaacs, Ezra	8/14/2018	2010 Infiniti 4DSD G37	JN1CV6AR6AM459268
Jen Baptiste, Edward	6/11/2014	2009 Nissan 4DSD Altima 2.5/2.5	1N4AL21E79N408812
Joseph, Asiya E.	6/23/2018	2015 Hyundai Elantra SE/Sport	KMHDH4AE0FU420950
Joseph, Johanne K.	12/19/2015	2013 Lexus 4DSD GS 350	JTHCE1BL8D5015333
Joseph, Roshauna R.	2/13/2016	2014 Nissan 4DSD Sentra	3N1AB7AP7EY238057
Karaaslan, Ezgi	9/29/2018	2014 Volkswagen Passat 1.8T SE	1VWBT7A38EC034496
Kastrati, Valon	9/29/2018	2014 Mercedes-Benz CLS CLS 550	WDDLJ9BB6EA128666
Lans, Michael	10/8/2014	2008 Suzuki XL7	2S3DA217186121260
Layne, Maya N. S.	9/28/2018	2015 Honda CR-V EX	2HKRM4H59FH652775
Ledesma, Rene	2/24/2016	2013 Ford CW F15	1FTFW1ET7DFA55582
Lynch, Rennison A.	8/21/2015	2005 Toyota 4DSD Avalon	4T1BK36B35U031672
Maddox, Ervin D.; Richardson, Calesha K.	9/28/2018	2015 INFINITI Q50 Sport	JN1BV7ARXFM390111
Mareus, Watson	12/30/2011	2004 Land Rover 4W Range Rover	SALME114X4A174970
Del Carmen Marmol, Catherine	1/19/2019	2015 INFINITI Q50	JN1BV7AR9FM397258
Marquez, Bairon	9/30/2018	2015 Nissan Altima 3.5 SL	1N4BL3AP6FC270358
Martin, Venus P.	7/20/2013	2008 Mercedes-Benz C300 4 Matic	WDDGF81X88F173030
Mehmood, Asad	5/28/2015	2014 BMW 528i xDrive	WBA5A7C51ED613910
Melkumyan, Yuriy	4/23/2018	2013 BMW 4DSD 328I Xdrive Sedan	WBA3B5C55DF595455
Menelas, Marcel Denizard	6/13/2016	2009 Mercedes-Benz E 350 4MATIC	WDBUF87XX9B375413
Mensah, Christian K	12/29/2016	2013 Nissan Subn Armada	5N1AA0NC2DN606375
Mills, Wendy A.	9/10/2010	2007 Nissan 4DSD Altima	1N4AL21E27C189640
Morris, Leonie A.	8/11/2018	2015 Ford 4D Fusion SE	3FA6P0H72FR273012
Nivar, Julissa	9/30/2018	2015 INFINITI QX60 Premium	5N1AL0MM7FC504914
Olivero, Karinie	6/20/2018	2017 Jeep 4W Grand Cherokee	1C4RJFBG1HC716837
Outram, Pamela	6/7/2017	2014 BMW 528Xi	WBA5A7C54ED618860
Pagan, Brittany	7/3/2015	2012 Honda 4DSD Accord	1HGCP2F40CA047866
Paul, Kent G.	1/23/2009	2007 Infiniti 4DSD	JNKBY01E47M400222

## B - False Limited Warranty

Last Name, First Name	Transaction Date	Year Make Model	VIN
Pendola, Priscilla A.	7/21/2018	2013 Mercedes-Benz GLK 250 4Matic	WDCGG8JB7DG003333
Perry, Jamar L.	1/4/2012	2008 Audi 4D A8 L Quattro AWD	WAUMV94E58N017806
Philippe, Carline M.	2/27/2014	2011 Honda 4D Civic LX	2HGFA1F52BH505893
Providence, Merline	2/6/2016	2013 INFINITI Subn JX35	5N1AL0MM6DC326605
Ramdeen, Narindra	6/19/2017	2014 Mercedes-Benz CLA250C	WDDSJ4EB2EN048557
Ramirez, Isidro	1/4/2019	2013 Audi Q5	WA1DGAFP2DA071329
Raysor, Bianca T.	9/30/2018	2016 Lexus GS 350	JTHCZ1BL9GA001330
Restrepo, Jeffrey Orlando	5/31/2016	2014 Nissan 4D Altima Sedan	1N4AL3AP6EC271424
Roldan, Daisy; Roldan Alfredo	9/29/2018	2017 Dodge Journey SXT	3C4PDCBGXHT537326
Stewart, Marquis A.	9/30/2018	2015 BMW 5 Series 528i xDrive	WBA5A7C5XFD625071
Strawsacker, Dennis J	2/22/2015	2007 Jeep 4W Grand Cherokee	1J8HR78307C620347
Thomas, Adelle V.	3/5/2016	2011 Volkswagen 4W Tiguan S/SE/SEL	WVGVBV7AX8BW519615
Thomas, Akim	2/13/2016	2009 Chrysler Subn Town & Country	2A8HR54129R676518
Uglyk, Mykola	9/30/2018	2015 INFINITI Q50 Premium	JN1BV7AR3FM407217
Weiser, Joseph	12/21/2013	2012 Volkswagen 4DSD Passat	1VWBP7A39CC096054
White, Steve	3/1/2014	2014 Mitsubishi Subn Outlander Sport	4A4AR3AU9EE021056
Wilson, Paulette	6/19/2010	2006 Chrysler 300c	2C3KA63H56H307831
Zhou, Lance	2/4/2018	2015 Toyota Subn Highlander Limited	5TDDKRFH4FS154892
Telamond, Mikerlove	2/1/2020	2019 Jeep Cherokee Latitude 4x4	1C4PJMLB4KD194477
Facundo Santiago, Antonio	7/3/2020	2017 BMW X5 xDrive35i	5UXKR0C37H0V69720
Brezil-Theogene, Ithamar E.	11/16/2018	2011 BMW X6	5UXFG8C58BLZ95185
Gonzalez, Felix; Reinhart, Gemma	12/4/2018	2015 Jeep Grand Cherokee SRT-8	1C4RJFDJ0FC832178
Dalaba, Nicole	1/2/2019	2018 Suburu WRX STi Limited	JF1VA2W68J9821697
Fanfan, David Pierre	7/16/2020	2018 Hyundai Santa Fe	5NMZTDLB3JH092841
Ruzmatov, Dilshod	10/4/2019	2016 BMW X1	WBXHT3C3XGP884101
Kollie, Vanya A.	2/23/2019	2016 Audi A7	WAUWGAFC5GN065319
Henry, Shannon D.	11/26/2018	2015 Infinit Q50	JN1BV7AR2FM403661
Montes, Germaine	7/19/2019	2015 Chrysler 200 Limited	1C3CCCAB2FN704108
Coles, Latoya	7/1/2018	2014 Volkswagen Tiguan S	WVGVBV3AX7EW583593
Morgan Jr., Michael M.	1/3/2018	2014 Chevrolet Tahoe	1GNSKCE06ER111661
Brown, James	4/7/2018	2012 Volvo S60 II	YV1622FS9C2141208

# **SCHEDULE C**

C - Conditional Contracts

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Kollie, Vanya A.	2/23/2019	2016 Audi A7	WAUWGAFC5GN065319
Henry, Shannon D.	11/26/2018	2015 Infiniti Q50	JN1BV7AR2FM403661
Dalaba, Nicole	1/2/2019	2018 Suburu WRX STi Limited	JF1VA2W68J9821697
Brown, James, E.	12/9/2018	2017 Nissan Altima	1N4AL3AP9hc204885
Brezil-Theogene, Ithamar E.	11/16/2018	2011 BMW X6	5UXFG8C58BLZ95185
Montes, Germaine	7/19/2019	2015 Chrysler 200 Limited	1C3CCCAB2FN704108
Del Carmen Marmol, Catherine	1/19/2019	2015 INFINITI Q50	JN1BV7AR9FM397258
Bohm, Athena	9/13/2019	2016 Mitsubishi Outlander Sport	JA4AP4AW4GZ035196
Facundo Santiago, Antonio	7/3/2020	2017 BMW X5 xDrive35i	5UXKR0C37H0V69720
Telamond, Mikerlove	2/1/2020	2019 Jeep Cherokee Latitude 4x4	1C4PJMLB4KD194477
Bolton, Adam C.	10/11/2018	2016 Mazda 4W CX-5 Touring	JM3KE4CY7G0711800
Joseph, Asiya E.	6/23/2018	2015 Hyundai Elantra SE/Sport	KMHDH4AE0FU420950
Byrd, Kitema L.	6/26/2018	2016 Mitsubishi Subn Outlander SE	JA4AZ3A32GZ002675
Morris, Leonie A.	8/11/2018	2015 Ford 4D Fusion SE	3FA6P0H72FR273012
Isaacs, Ezra	8/14/2018	2010 INFINITI 4DSD G37	JN1CV6AR6AM459268
Arias-Chile, Guillermo E.	11/26/2018	2015 Ford CW F-150	1FTEW1EF9FFA32118
Gooden, Shequan George	1/10/2019	2016 Mitsubishi Lancer ES	JA32U2FU7GU009847
Pendola, Priscilla A.	7/21/2018	2013 Mercedes-Benz GLK 250 4Matic	WDCGG8JB7DG003333



# **SCHEDULE D**

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Brown, James	12/9/2018	2017 Nissan Altima	1N4AL3AP9HC204885
Raysor, Bianca T.	9/30/2018	2016 Lexus GS 350	JTHCZ1BL9GA001330
Nivar, Julissa	9/30/2018	2015 INFINITI QX60 Premium	5N1AL0MM7FC504914
Uglyk, Mykola	9/30/2018	2015 INFINITI Q50 Premium	JN1BV7AR3FM407217
Marquez, Bairon	9/30/2018	2015 Nissan Altima 3.5 SL	1N4BL3AP6FC270358
Hetzel, Edward John	9/28/2018	2015 Honda Odyssey EX	5FNRL5H40FB102492
Stewart, Marquis A.	9/30/2018	2015 BMW 5 Series 528i xDrive	WBA5A7C5XFD625071
Maddox, Ervin D.; Richardson, Calesha K.	9/28/2018	2015 INFINITI Q50 Sport	JN1BV7ARXFM390111
Cruz, Luis	9/29/2018	2015 INFINITI Q50 Premium	JN1BV7AR2FM399563
Roldan, Daisy; Roldan Alfredo	9/29/2018	2017 Dodge Journey SXT	3C4PDCBGXHT537326
Kastrati, Valon	9/29/2018	2014 Mercedes-Benz CLS CLS 550	WDDLJ9BB6EA128666
Karaaslan, Ezgi	9/29/2018	2014 Volkswagen Passat 1.8T SE	1VWBT7A38EC034496
Berry, Stephon A.; Berry, Alyssa E.	9/28/2018	2014 INFINITI Q50 Sport	JN1BV7AR9EM699261
Layne, Maya N. S.	9/28/2018	2015 Honda CR-V EX	2HKRM4H59FH652775
Bagayoko, Makan	9/24/2016	2013 Nissan Subn Pathfinder S/SV	5N1AR2MM9DC659424
Bennett, Kimberly	8/9/2019	2017 Nissan Rogue	KNMAT2MV0HP547642
Bohm, Athena	9/13/2019	2016 Mitsubishi Outlander Sport	JA4AP4AW4GZ035196
Bolton, Adam C.	10/11/2018	2016 Mazda 4W CX-5 Touring	JM3KE4CY7G0711800
Byrd, Kitema L.	6/26/2018	2016 Mitsubishi Subn Outlander SE	JA4AZ3A32GZ002675
Gooden, Shequan George	1/10/2019	2016 Mitsubishi 4D LANCER ES	JA32U2FU7GU009847
Isaacs, Ezra	8/14/2018	2010 INFINITI 4DSD G37	JN1CV6AR6AM459268
Joseph, Asiya E.	6/23/2018	2015 Hyundai Elantra SE/Sport	KMHDH4AE0FU420950
Melkumyan, Yuriy	4/23/2018	2013 BMW 4DSD 328i Xdrive Sedan	WBA3B5C55DF595455
Olivero, Karinie	6/20/2018	2017 Jeep 4W Grand Cherokee	1C4RJFBG1HC716837
Pendola, Priscilla A.	7/21/2018	2013 Mercedes-Benz GLK 250 4Matic	WDCGG8JB7DG003333

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Zhou, Lance	2/4/2018	2015 Toyota Subn Highlander Limited	5TDDKRFH4FS154892
Telamond, Mikerlove	2/1/2020	2019 Jeep Cherokee Latitude 4x4	1C4PJMLB4KD194477
Bouknight, Rhoda	10/9/2019	2017 INFINITI Q60 Sport	JN1EV7EL3HM552733
Dalaba, Nicole	1/2/2019	2018 Suburu WRX STi Limited	JF1VA2W68J9821697
Gaspard, Marjorie	3/17/2018	2014 Nissan Murano	JN8AZ1MW6EW518928
Facundo Santiago, Antonio	7/3/2020	2017 BMW X5 xDrive35i	5UXKR0C37H0V69720
Garcia, Darion	9/6/2019	2011 BMW X6 M	5YMGZ0C53BLK14145
Williams, Jeffrey	2/8/2020	2017 Mitsubishi Outlander Sport ES	JA4AR3AU5HZ021747
Fanfan, David Pierre	7/16/2020	2018 Hyundai Santa Fe	5NMZTDLB3JH092841
Ruzmatov, Dilshod	10/4/2019	2016 BMW X1	WBXHT3C3XGP884101
Kollie, Vanya A.	2/23/2019	2016 Audi A7	WAUWGAF5GN065319
Reinhart, Gemma; Gonzalez, Felix	12/4/2018	2015 Jeep Grand Cherokee	1C4RJFDJ0FC832178
Montes, Germaine	7/19/2019	2015 Chrysler 200 Limited	1C3CCCAB2FN704108
Coles, Latoya	7/1/2018	2014 Volkswagen Tiguan S	WVGBV3AX7EW583593
Brezil-Theogene, Ithamar E.	11/16/2018	2011 BMW X6	5UXFG8C58BLZ95185
Ramirez, Isidro	1/4/2019	2013 Audi Q5	WA1DGAFP2DA071329
Daniel, David D.	1/8/2019	2015 Nissan Murano Platinum	5N1AZ2MH5FN266420
Price, Keisha B.	1/17/2019	2016 Volkswagen Jetta 1.8T Sport	3VWD17AJ4GM333434
Buesing, Heather L.	1/22/2019	2015 Ford Explorer XLT	1FM5K8D88FGA91383
Cowley, Debra L.; Ransom, Damond D.	1/22/2019	2014 Ram 1500 Sport	1C6RR7MT9ES257705
Gilligan, Brittany A.	1/22/2019	2015 Mercedes-Benz GLA GLA 250	WDCTG4GB0FJ175336
Martin, Michael	1/22/2019	2017 Dodge Charger R/T 392	2C3CDXGJ2HH602984
Day, Stephan	1/22/2019	2016 BMW 7 Series 750i xDrive	WBA7F2C52GG418252
Shaw, Ladonnesier V.	1/28/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP5HC153434
Haggins, Jacquelin J.	1/28/2019	2017 Mitsubishi Outlander ES	JA4AD2A37HZ016873
Chiu, Karmin	1/28/2019	2016 Mercedes-Benz Metris Passenger	WD4PG2EE5G3135497
Ahmed, Mahmood	1/29/2019	2017 INFINITI Q50 3.0t Premium	JN1EV7AP3HM735865
Nieves, Johnny	1/30/2019	2015 INFINITI QX60 Base	5N1AL0MM2FC523855

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Josiah-Johnson, Oniesha I.; Williams, Rahim N.	1/30/2019	2015 Hyundai Sonata Limited 2.0T	5NPE34AB8FH136599
Friedman, Benjamin	1/30/2019	2015 Honda Odyssey EX	5FNRL5H48FB114759
Arroyo, Melissa	1/31/2019	2015 Acura TLX 3.5L V6	19UUB2F34FA020040
Abzaz, Abdullah M.	1/31/2019	2015 Mercedes-Benz GLA GLA 250	WDCTG4GB5FJ103578
Walcott Graham, Tyrel	1/31/2019	2014 Honda Accord Sport	1HGCR2F52EA170512
Grimaldos, Jefferson	2/4/2019	2015 Mitsubishi Outlander Sport ES	4A4AR3AW2FE058226
Cato, Carolyn O.	2/4/2019	2016 BMW X5 xDrive35i	5UXKR0C54G0S87776
Jones, James	2/4/2019	2015 Ford Explorer Sport	1FM5K8GT9FGA74284
Griffin, Lydia	2/5/2019	2011 Lexus CT 200h	JTHKD5BH6B2034690
Miller, Sheree C.; Miller, Levie	2/5/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP8HC280288
Sanchez, Amin A.	2/6/2019	2016 BMW X5 xDrive35i	5UXKR0C52G0P29132
Marroquin, Iris R.; Marroquin, Carlos A.	2/6/2019	2016 Ford Transit-350	1FBAX2CM3GKB07993
Blair, Doreen Ann	2/8/2019	2015 Mercedes-Benz GLA GLA 250	WDCTG4GB4FJ093450
Webb, Tywana M.; Garcia-Webb, Cherray Tenille	2/8/2019	2016 Kia Optima LX	5XXGT4L32GG013313
Maser, Eric N.	2/8/2019	2016 BMW M4 Premium	WBS3U9C50GP969434
Montgomery, Daniel	2/8/2019	2016 BMW X6 xDrive50i	5UXKU6C56G0R34051
Cottes, Freddy W.	2/11/2019	2018 Mitsubishi Outlander	JA4AZ3A37JZ000525
Mena Abarca, Jose G.	2/11/2019	2016 Scion tC Base	JTKJF5C77GJ022678
Lespierre, Jameela D.	2/11/2019	2015 INFINITI QX60 Premium	5N1AL0MM9FC537722
Gonzalez, Angel A.	2/11/2019	2015 Ford Explorer XLT	1FM5K8D87FGB63528
Forte, Dominick F.	2/11/2019	2017 Dodge Journey SXT	3C4PDCBG8HT576111
Mattison, Dionysos S.	2/11/2019	2015 Ford Transit-350 XLT	1FBAX2CM7FKA58831
Romeo, Peter M. E.	2/12/2019	2015 Honda CR-V EX-L	2HKRM4H73FH640722
Sancho, Chimese A.	2/12/2019	2015 Jeep Cherokee Limited	1C4PJMDS2FW752402
Naula, Miguel	2/13/2019	2016 Ford Escape Titanium	1FMCU9JX6GUA25551
Norville, Kadeem; Norville, Patricia O.	2/19/2019	2016 BMW 3 Series 320i xDrive	WBA8E5G59GNT40387
Nauth, Ramcharran	2/19/2019	2018 Mitsubishi Outlander Sport SEL	JA4AP4AW2JZ012913
Fortune, Larry	2/19/2019	2015 Acura TLX 3.5L V6	19UUB2F55FA004253
Singh, Manpreet	2/19/2019	2018 Nissan Pathfinder SL	5N1DR2MM3JC610955
Apple, Michael G.	2/19/2019	2014 Ford Edge Sport	2FMDK4AK7EBA22324

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Reyes Cocone, Moises; Reyes Ramirez, Lissette	2/19/2019	2014 Chevrolet Camaro 1LT	2G1FB1E34E9160644
Ragab, Sami A.	2/20/2019	2015 Nissan Altima 2.5 SL	1N4AL3AP8FN358750
Mugnos Castillo, Maximiliano A.	2/20/2019	2016 Dodge Durango R/T	1C4SDJCT9GC331743
Suazo, Jose J.	2/20/2019	2018 Ford Transit-350	1FBAX2CG5JKA21540
Feliz, Morgan A.	2/21/2019	2016 Mercedes-Benz E-Class E 400	WDDHF6HB1GB176909
Dorman, Fontajah O. S.	2/22/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP7HC153953
Smith, Ebonette	2/22/2019	2016 Mercedes-Benz GLA GLA 250	WDCTG4GB3GJ204474
Holmes, Radisha Malisa Martha	2/22/2019	2017 Toyota Camry	4T1BF1FK9HU399660
Mcintosh-Garraway, Shelly S.	2/22/2019	2015 Nissan Murano SV	5N1AZ2MH4FN248443
Milligan, George W. Jr	2/22/2019	2015 INFINITI QX60 Premium	5N1AL0MM3FC556895
Kim, Chang-Ho	2/22/2019	2016 Toyota Sienna L	5TDYK3DC2GS722399
Chowdhury, Kowsar	2/22/2019	2016 Toyota Highlander	5TDBKRFH1GS240900
Henry, Lloyd	2/22/2019	2013 Mercedes-Benz GL-Class GL 450	4JGDF7CE6DA209030
Francois, Bermann	2/22/2019	2018 Ford Transit-350	1FBAX2CG9JKA21539
Delva, Emanie	2/22/2019	2013 Jeep Wrangler Unlimited Sahara	1C4BJWEG9DL536822
Simus, Placide	2/25/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP6HC194672
Shehu, Kujtim	2/26/2019	2015 Mercedes-Benz M-Class ML 250	4JGDA0EB8FA472499
Graham, Orville Richard	2/26/2019	2015 BMW 3 Series 328i xDrive	WBA3B5G54FNS20627
Thompson, Tanya M.	2/26/2019	2016 Acura RDX Base	5J8TB4H53GL007307
Mercado Nunez, Tania V.	2/26/2019	2017 Nissan Altima 2.5 SV	1N4AL3AP5HC260337
Michel, Clyfford; Leroy, Judelyne	2/27/2019	2017 Chevrolet Cruze LT	1G1BE5SM0H7277511
Santos, Yesenia M.	2/27/2019	2017 Mercedes-Benz Metris Passenger	WD4PG2EE6H3244682
Bowman, Donald E.	2/28/2019	2015 Lexus IS 250	JTHCF1D24F5022400
Henry, Joenelly J.	2/28/2019	2015 Kia Optima SX	5XXGR4A69FG471294
Jorge, Ricardo J.	2/28/2019	2015 BMW 4 Series 428i xDrive Gran Coupe	WBA4C9C53FD330542

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Denay Emery; Troy T. Smith	3/1/2019	2016 Lexus IS 300	JTHCM1D25G5002874
Edwin A. Sanchez Roa	3/1/2019	2015 Jeep Grand Cherokee Altitude	1C4RJFAG6FC665348
Robinson, Vernessa C.	3/1/2019	2013 INFINITI FX37 Base	JN8CS1MW7DM170452
Paulino, Jeremy A.	3/1/2019	2017 Ford Transit-250 Base	1FTYR1CM6HKA20234
Bishop, Brian M.	3/4/2019	2017 Toyota Camry SE	4T1BF1FK5HU377817
Lucchese, Nicole M.	3/4/2019	2011 Mercedes-Benz M-Class ML 350	4JGBB8GB3BA675102
Beeks, Jennifer L.	3/5/2019	2012 Volkswagen Passat TDI SEL Premium	1VWCN7A34CC040520
Vitiles Best, Delina	3/5/2019	2014 Mercedes-Benz GLK GLK 350	WDCGG8JB4EG306071
Antoine, Kendell	3/5/2019	2015 INFINITI QX60 sport	5N1AL0MM9FC530723
Santiago, Lionel	3/5/2019	2017 Toyota Sienna XLE	5TDYZ3DC8HS867315
Mcgowan-Miles, Kwanisha V.	3/6/2019	2017 Mitsubishi Outlander Sport SE	JA4AR3AW9HZ037208
Blanco, Mirtha Lucia	3/7/2019	2016 Nissan Sentra	3N1AB7AP3GL668720
Jackson, Diane	3/7/2019	2015 INFINITI Q50 Premium	JN1BV7AR4FM407971
Brown, Lancelot R. A.	3/7/2019	2016 Ford Explorer Sport	1FM5K8GT6GGB83139
Feliz, Julius D.	3/7/2019	2014 DODGE 4D CHARGER	2C3CDXBG9EH326021
Joseph, Charles	3/7/2019	2018 Toyota Highlander	5TDJZRFHXJS529997
Pascall, Mathew A.	3/8/2019	2016 Acura ILX 2.4L	19UDE2F77GA003812
Jackson, John H. Jr.	3/8/2019	2017 Dodge Journey SXT	3C4PDCBG7HT571563
Garcia, Keron R. D.	1/18/2019	2015 Kia Optima SX	5XXGR4A61FG374137
Rodriguez, Cindy	1/18/2019	2015 INFINITI Q50 Premium	JN1BV7AR1FM413453
Morente, Matthew E.	1/18/2019	2018 Honda Civic Type R Touring	SHHFK8G79JU200351
Helfand, Steven J.	1/23/2019	2015 Ford Explorer Limited	1FM5K8F89FGC69735
Lazo, Fanny Y.	2/9/2019	2018 Acura TLX 3.5L V6	19UUB2F62JA005202
Sanchez, James J.	2/9/2019	2016 Hyundai Genesis 3.8	KMHGN4JE6GU128467
Beausejour, Daniel R.	2/9/2019	2016 Dodge Charger R/T	2C3CDXCT4GH321985
Wright, Morgan N.	2/23/2019	2016 Nissan Altima 2.5	1N4AL3AP3GN371178
Murray, Jason L.	2/23/2019	2015 Nissan Altima 2.5 SV	1N4AL3AP2FC190969
Haas, Daniel P.; Arias, Susana R.	2/23/2019	2015 Nissan Rogue S	KNMAT2MV6FP565933
Stone, Shawndee Shanard	2/23/2019	2017 Toyota Camry	4T1BF1FK9HU315658
Neto, Marcello F.	2/23/2019	2015 Jeep Renegade Trailhawk	ZACCJBCT3FPB51588

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Clarke, Denice D; Peters, Shane G.	2/23/2019	2017 Hyundai Santa Fe SE	KM8SMDHF5HU212499
Rosemond, Dadie	2/23/2019	2016 Mercedes-Benz GLE GLE 450	4JGED6EB4GA010960
Serpa, Tanya M.	2/23/2019	2017 Dodge Journey SXT	3C4PDDBG0HT575220
Bridgeman, Shamila A.	2/23/2019	2015 BMW 6 Series 650i xDrive	WBAYP1C5XFD217100
King, Kimberly	2/23/2019	2016 Mercedes-Benz C-Class C 300	55SWF4KB1GU097136
Jamison, Michael L.	2/23/2019	2014 Audi RS 5 4.2	WUAC6AFR3EA900581
Promesse, Marsia	3/2/2019	2013 Chrysler 300 Base	2C3CCAAG4DH509293
Zaynullina, Dilyara; Freyman, Aleksandr	3/2/2019	2015 INFINITI QX60 Base	5N1AL0MMXFC558384
Newell, Stephen M.	3/2/2019	2017 Honda Pilot Elite	5FNYF6H0XHB059580
Bonilla, Tiara M.	3/2/2019	2013 GMC Acadia Denali	1GKKVTKD1DJ219114
Klebous, Lori A.; Zivny, William I.	3/2/2019	2016 Ford Explorer Sport	1FM5K8GT9GGA81561
Washington, Bonnie	1/10/2019	2016 Jeep Renegade Limited	ZACCJBDT1GPD35072
Brooker, Zorida J.	1/10/2019	2015 INFINITI Q50 Premium	JN1BV7AR9FM407318
Jackson, Sasha-Gaye N.	1/10/2019	2015 Audi Q7 3.0T S line Prestige	WA1DGAFE6FD021694
Small, Antonia M.; Spooner, Aaron R.	1/19/2019	2015 Volkswagen Tiguan	WVGBV7AX2FW506252
Vincent, Guy A.; Vincent, Nicholas M.	1/24/2019	2015 Chevrolet Camaro 1LT	2G1FD1E3XF9267385
Rance, Melveta E.	2/2/2019	2014 BMW X3 xDrive28i	5UXWX9C58E0D31919
Smith, Shanay C.	2/2/2019	2011 INFINITI G25 X	JN1DV6AR2BM452341
Bailey, Robert H.	2/2/2019	2015 INFINITI Q50 Premium	JN1BV7AR7FM407947
Providence, Shadley	2/2/2019	2015 INFINITI Q50 Premium	JN1BV7AR9FM411515
Barrow, Akeem Eddison	2/2/2019	2018 Chrysler 300 Limited	2C3CCAAG0JH240929
Jimenez, Jose A.	2/2/2019	2014 BMW X6 xDrive35i	5UXFG2C53E0C44792
Seenarraine, Chandra; Permaul, Srinivasan A.	2/2/2019	2011 INFINITI G37 Sport	JN1CV6FE4BM950879
Garced, Yvonne	2/10/2019	2014 Honda Accord EX	1HGCT1B7XEA015273
Kaul-Smith, Janice L.	2/10/2019	2017 Mitsubishi Outlander ES	JA4AZ2A39HZ023812
Palmer, Kamron T.	2/10/2019	2018 Dodge Charger SXT	2C3CDXHGOJH156584
Aquilar Sanchez, Judith	2/15/2019	2017 Toyota Corolla L	2T1BURHE8HC805232
Olmedo, Yakira S.	2/24/2019	2017 Nissan Murano SV	5N1AZ2MG6HN122188
Begeima, Anton	2/24/2019	2015 Volkswagen Tiguan	WVGBV7AX4FW559938

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Baez, Jose D.	2/24/2019	2013 Mercedes-Benz C-Class C 300	WDDGF8ABXDR293005
Uribe, Araceli B.	3/3/2019	2018 Toyota Sienna XLE	5TDYZ3DC3JS920167
Mei Wong, Chun	3/3/2019	2015 Porsche Macan S	WP1AB2A52FLB61024
Blacks-Pickett, Kimberley D.	2/11/2019	2016 Acura ILX 2.4L	19UDE2F89GA006610
Rodabaugh, Alexander E.	1/11/2019	2018 Land Rover Range Rover Velar P250 S	SALYB2RXXJA738403
Tobin, Patricia J.	1/20/2019	2017 Hyundai Sonata Sport	5NPE24AF2HH460608
Fajardo-Arcentales, Cristian P.	1/20/2019	2015 Nissan Pathfinder Platinum	5N1AR2MM3FC650527
Sharobim, Alaa S.	2/22/2019	2016 Mitsubishi Lancer ES	JA32U2FU9GU004584
Turenne, Hugue G.	3/4/2019	2015 Nissan Pathfinder SL	5N1AR2MM8FC619130
Mascoll, Dianne Maureen	1/12/2019	2017 Nissan Sentra	3N1AB7AP3HL641597
Lettman, Joseph A. Jr	1/12/2019	2015 BMW 5 Series 528i xDrive	WBA5A7C55FD627178
Makosiej, Chris J.	1/12/2019	2015 Nissan Murano SL	5N1AZ2MH7FN228722
Phelps, Robert	1/12/2019	2015 INFINITI Q70L 3.7X	JN1BY1PR9FM831111
Clarke, Esther L.	1/12/2019	2015 INFINITI QX60 Premium	5N1AL0MM3FC509477
Balram, Bramdat G.	1/12/2019	2017 Toyota Tundra	5TFAY5F16HX653851
Mcdonald, Oscar N.	1/12/2019	2017 Nissan Armada Platinum	JN8AY2NE4H9707319
Geiger, Tairon R.	1/21/2019	2017 Chrysler 300C Base	2C3CCAAG1HH665084
Persaud, Yogendra	1/21/2019	2015 Mercedes-Benz C-Class C 300	55SWF4KB3FU071538
Zambrano, Joaquin H.; Zambrano, Edison H.	1/21/2019	2018 Jeep Wrangler JK Unlimited Sahara	1C4HJWEG7JL873222
Wright, Donald J.	1/30/2019	2015 Mitsubishi Lancer Evolution	JA32W7FV7FU028753
Adekahunsi, Modupe Ola	4/22/2013	2009 Nissan 4DR Altima	1N4AL21E69N524132
Alexander, Shevon T.	6/28/2014	2011 ME/BE 4DSD C300	WDDGF8BB4BR180517
Anderson, Yolanda; Anderson, Carlos	2/21/2016	2012 Honda 4DSD Accord	1HGCP2F44CA196474
Andino, Ernestina	9/11/2017	2014 Mitsubishi Subn Outlander SE	JA4AD3A30EZ010835
Andino, Ernestina	9/18/2017	2010 Chrysler SV Town and Country	2A4RR8DX2AR457011
Arce, Nelson J.	2/20/2016	2015 Toyota 4DSD Camry	4T1BF1FK6FU895934
Arias-Chile, Guillermo E.	11/26/2018	2015 Ford CW F-150	1FTEW1EF9FFA32118



## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Barclay, Wayne A.	8/7/2017	2016 BMW 4DSD 528I Xdrive	WBA5A7C54GG148315
Blair, Howard	8/14/2014	2011 Ford Subn Econoline E350	1FDNE3BL6BDA52465
Blair, Howard M.	12/2/2017	2012 Audi Subn Q5 Premium Plus	WA1LFAFP8CA047629
Blanco, Jaime	4/4/2015	2012 Chevrolet Subn Equinox LS	2GNALBEK0C1153348
Bonhomme, Dumicater & Anne N.	8/2/2014	2006 LA/RO Subn RA/RO	SALSH23476A946149
Brown, Annika P.	5/22/2014	2008 BMW 4DSD 328XI	WBAVC93538K042779
Brown, Donovan	9/13/2017	2014 INFINITI Q50	JN1BV7AR5EM705234
Brown, Donovan A.	5/1/2018	2016 Mercedes-Benz 4Matic	WDDKJ6HB5GF330986
Burgos, Carmen S.	7/1/2014	2008 Ford Sub Escape XLS	1FMCU02Z78KC81996
Carela, Alexander S.	12/15/2015	2009 Mercedes-Benz C300	WDDGF81XX9R084849
Chen, Qiuyu	12/22/2017	2015 Mercedes-Benz ML350	4JGDA5HB1FA472188
Colas, Marie	10/18/2019	2015 BMW X5	5UXKR0C53F0P08787
Delgado, Jose A.	8/8/2015	2012 Honda 4D Accord Sedan	1HGCP2F62CA072043
Dent, Michelle	4/10/2017	2011 Infiniti 4D G37	JN1CV6AR9BM409434
Dhalianik, Mdalamin	6/28/2017	2015 Chrysler 4D 200	1C3CCCAB6FN732252
Greene-Inniss, Beverly	3/20/2014	2013 Chrysler Subn Town & Country	2C4RC1BG0DR577461
Harper, David G.	2/22/2016	2014 Chrysler Subn Town & Country	2C4RC1BG5ER446849
Henderson, Dominick Xavier	11/28/2017	2013 BMW 4W X3 Xdrive 28i	5UXWX9C50D0D03451
Jen Baptiste, Edward	6/11/2014	2009 Nissan 4DSD Altima 2.5/2.5	1N4AL21E79N408812
Joseph, Johanne K.	12/19/2015	2013 Lexus 4DSD GS 350	JTHCE1BL8D5015333
Joseph, Roshauna R.	2/13/2016	2014 Nissan 4DSD Sentra	3N1AB7AP7EY238057
Lans, Michael	10/8/2014	2008 Suzuki XL7	2S3DA217186121260
Ledesma, Rene	2/24/2016	2013 Ford CW F15	1FTFW1ET7DFA55582
Lynch, Rennison A.	8/21/2015	2005 Toyota 4DSD Avalon	4T1BK36B35U031672
Mareus, Watson	12/30/2011	2004 Land Rover 4W Range Rover	SALME114X4A174970
Del Carmen Marmol, Catherine	1/19/2019	2015 INFINITI Q50	JN1BV7AR9FM397258
Martin, Venus P.	7/20/2013	2008 Mercedes-Benz C300 4 Matic	WDDGF81X88F173030
Mehmood, Asad	5/28/2015	2014 BMW 528i xDrive	WBA5A7C51ED613910

## D - Receipts Omit Legal Name

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN
Menelas, Marcel Denizard	6/13/2016	2009 Mercedes-Benz E 350 4MATIC	WDBUF87XX9B375413
Mensah, Christian K	12/29/2016	2013 Nissan Subn Armada	5N1AA0NC2DN606375
Mills, Wendy A.	9/10/2010	2007 Nissan 4DSD Altima	1N4AL21E27C189640
Morris, Leonie A.	8/11/2018	2015 Ford 4D Fusion SE	3FA6P0H72FR273012
Outram, Pamela	6/7/2017	2014 BMW 528Xi	WBA5A7C54ED618860
Pagan, Brittany	7/3/2015	2012 Honda 4DSD Accord	1HGCP2F40CA047866
Paul, Kent G.	1/23/2009	2007 Infiniti 4DSD	JNKBY01E47M400222
Perry, Jamar L.	1/4/2012	2008 Audi 4D A8 L Quattro AWD	WAUMV94E58N017806
Philippe, Carline M.	2/27/2014	2011 Honda 4D Civic LX	2HGFA1F52BH505893
Providence, Merline	2/6/2016	2013 INFINITI Subn JX35	5N1AL0MM6DC326605
Ramdeen, Narindra	6/19/2017	2014 Mercedes-Benz CLA250C	WDDSJ4EB2EN048557
Restrepo, Jeffrey Orlando	5/31/2016	2014 Nissan 4D Altima Sedan	1N4AL3AP6EC271424
Strawsacker, Dennis J	2/22/2015	2007 Jeep 4W Grand Cherokee	1J8HR78307C620347
Thomas, Adelle V.	3/5/2016	2011 Volkswagen 4W Tiguan S/SE/SEL	WVGBV7AX8BW519615
Thomas, Akim	2/13/2016	2009 Chrysler Subn Town & Country	2A8HR54129R676518
Weiser, Joseph	12/21/2013	2012 Volkswagen 4DSD Passat	1VWBP7A39CC096054
White, Steve	3/1/2014	2014 Mitsubishi Subn Outlander Sport	4A4AR3AU9EE021056
Wilson, Paulette	6/19/2010	2006 Chrysler 300c	2C3KA63H56H307831
Henry, Shannon D.	11/26/2018	2015 Infiniti Q50	JN1BV7AR2FM403661
Morgan Jr., Michael M.	1/3/2018	2014 Chevrolet Tahoe	1GNSKCE06ER111661
Brown, James	4/7/2018	2012 Volvo S60 II	YV1622FS9C2141208
Huang, Jeffery	6/26/2017	2014 BMW 4W i3	WBY1Z2C52EV283846

# **SCHEDULE E**

## E - Failure to Keep Records

Consumer Last, First Name	Sale Date	Vehicle Purchased	VIN	Documents
Kollie, Vanya A.	2/23/2019	2016 Audi A7	WAUWGAF5GN065319	FTC Used Car Buyers Guide, Retail Installment Contract
Henry, Shannon D.	11/26/2018	2015 Infiniti Q50	JN1BV7AR2FM403661	FTC Used Car Buyers Guide, Warranty Solutions Vehicle Service Contract
Dalaba, Nicole	1/2/2019	2018 Subaru WRX STi Limited	JF1VA2W68J9821697	FTC Used Car Buyers Guide
Brown, James, E.	12/9/2018	2017 Nissan Altima	1N4AL3AP9hc204885	FTC Used Car Buyers Guide; Tire & Wheel Road Hazard Protection; Financing Disclosure Form
Brezil-Theogene, Ithamar E.	11/16/2018	2011 BMW X6	5UXFG8C58BLZ95185	FTC Used Car Buyers Guide, Warranty Solutions Vehicle Service Contract, Financing Disclosure Form page 2
Montes, Germaine	7/19/2019	2015 Chrysler 200 Limited	1C3CCCAB2FN704108	FTC Used Car Buyers Guide
Del Carmen Marmol, Catherine	1/19/2019	2015 INFINITI Q50	JN1BV7AR9FM397258	FTC Used Car Buyers Guide, Warranty Solutions Vehicle Service Contract
Bohm, Athena	9/13/2019	2016 Mitsubishi Outlander Sport	JA4AP4AW4GZ035196	FTC Used Car Buyers Guide, Financing Disclosure Form page 2, Used Car Consumer Bill of Rights, Retail Installment Contract
Facundo Santiago, Antonio	7/3/2020	2017 BMW X5 xDrive35i	5UXKR0C37H0V69720	FTC Used Car Buyers Guide, We Owe Form, Warranty Solutions Vehicle Service Contract, and Tire & Wheel Road Hazard Protection
Coles, Latoya	7/1/2018	2014 Volkswagen Tiguan S	WVG3V3AX7EW583593	FTC Used Car Buyers Guide, Warranty Solutions Vehicle Service Contract
Bouknight, Rhoda	10/9/2019	2017 INFINITI Q60 Sport	JN1EV7EL3HM552733	FTC Used Car Buyers Guide, Warranty Solutions Vehicle Service Contract
Telamond, Mikerlove	2/1/2020	2019 Jeep Cherokee Latitude 4x4	1C4PJMLB4KD194477	All documents signed by the consumer

E - Failure to Keep Records

<b>Consumer Last, First Name</b>	<b>Sale Date</b>	<b>Vehicle Purchased</b>	<b>VIN</b>	<b>Documents</b>
Colas. Marie	10/18/2019	2015 BMW X5	5UXKR0C53F0P08787	Retail Installment Contract, FTC Used Car Buyers Guide

# **SCHEDULE F**

F - Penalties

Count	Code/Rule §	Description	No. of Violations	Penalty Per Violation	Penalty	Penalty Per Violation on Default	Penalty on Default	Mandatory Suspension/Revocation
1	6 RCNY § 2-103(i)	Selling second-hand automobiles for more than the price advertised, cited, quoted, or marked thereon or exacting assessments above the selling price of the second-hand automobile	186	\$375	\$69,750	\$500	\$93,000	
2	NYC Code § 20-700	Engaging in deceptive trade practices	5,151	\$260	\$1,339,260	\$350	\$1,802,850	
2	NYC Code § 20-700	Knowingly engaging in deceptive trade practices	2,781	\$500	\$1,390,500	\$500	\$1,390,500	
3	NYC Code § 20-268(h)(1)	Failure to Provide NHTSA Recall Information	3	\$375	\$1,125	\$500	\$1,500	
4	NYC Code § 20-268.1(d)(1)	Submitting false, misleading, and deceptive credit applications and contracts to a finance company	2	\$750	\$1,500	\$1,000	\$2,000	Y
5	NYC Code § 20-268.1(e)(2)	Failure to Provide Truth in Lending Act Disclosures and the Financing Disclosure Form before contract execution	9	\$750	\$6,750	\$1,000	\$9,000	Y
6	6 RCNY § 2-103(b)	Failing to acquaint consumers with the precise terms a recommended finance company is entitled by law to charge	3	\$375	\$1,125	\$500	\$1,500	
7	NYC Code § 20-268.1(b)	Executing conditional sales contracts	18	\$750	\$13,500	\$1,000	\$18,000	Y
8	6 RCNY § 1-01.1	Failing to provide complete and truthful responses on license applications submitted to DCWP	6	\$375	\$2,250	\$500	\$3,000	
9	NYC Code § 20-113	Failing to notify the Department of a change in trade name, and doing business under an unauthorized trade name	2	\$375	\$750	\$500	\$1,000	
10	NYC Code §§ 20-112, 20-268(a)	Failing to notify the Department of a change in address, and doing business at a location not designated in the SHAD licenses	2	\$375	\$750	\$500	\$1,000	
11	6 RCNY §§ 1-14, 1-14.1	Failing to respond to DCWP subpoenas duces tecum and failing to appear for hearings	9	\$375	\$3,375	\$500	\$4,500	
12	NYC Code § 20-268.5	Failing to maintain for six years records it was required to maintain for six years	13	\$900	\$11,700	\$1,000	\$13,000	Y
					<b>Total Penalty</b>		<b>Total Penalty on Default</b>	
					\$2,842,335		\$3,340,850	

# **SCHEDULE G**



## G - Restitution

Last, First Name	Violations	Restitution
Bennett, Kimberly	6 RCNY § 2-103(i)	\$3,528.96 + 4.55% APR
Bohm, Athena	6 RCNY § 2-103(i); NYC Code § 20-700 (\$500 coupon); NYC Code § 20-268.1(e)(2)	\$2,658.75 + 6.64% APR
Bolton, Adam C.	6 RCNY § 2-103(i); NYC Code § 20-268.1(d)(1); NYC Code § 20-700 (misrepresented accessories)	\$987.63 + 7.39% APR
Brown, Donovan	6 RCNY § 2-103(b); NYC Code § 20-700 (unauthorized vehicle service contract; misrepresented add-on product benefit)	\$2,716.43 + 6.99% APR
Brown, James	6 RCNY § 2-103(i); NYC Code § 20-268.1(e)(2)	\$5,205.31 + 13.79% APR
Byrd, Kitema L.	6 RCNY § 2-103(i); NYC Code § 20-268.1(e)(2)	\$3,751.83 + 7% APR
Chen, Qiuyu	NYC Code § 20-700 (misrepresented add-on product benefit)	\$1,250 + 23.02% APR
Colas, Marie	6 RCNY § 2-103(i)	\$2,080.60 + 14.99% APR
Del Carmen Marmol, Catherine	6 RCNY § 2-103(i); NYC Code § 20-268.1(e)(2)	\$3,883.52 + 13.55% APR
Gaspard, Marjorie	6 RCNY § 2-103(i)	\$5,562.42 + 18.99% APR
Gooden, Shequan George	6 RCNY § 2-103(i); NYC Code § 20-700 (unauthorized add-on product, misrepresented add-on product benefit)	\$2,827.48 + 15.45% APR
Isaacs, Ezra	6 RCNY § 2-103(i); NYC Code § 20-700 (misrepresented accessories)	\$3,261.90 + 6.89% APR
Joseph, Asiya E.	6 RCNY § 2-103(i)	\$5,006.07 + 9.99% APR
Joseph, Johanne K.	6 RCNY § 2-103(b); NYC Code § 20-700 (misrepresentations regarding trade-in vehicle)	\$3,535.88
Melkumyan, Yuriy	6 RCNY § 2-103(i); NYC Code § 20-268.1(d)(1); NYC Code § 20-700 (unauthorized add-on products)	\$3,218.13 + 7.39% APR
Menelas, Marcel Denizard	6 RCNY § 2-103(b); NYC Code § 20-700 (failed to disclose add-on product terms and refused to cancel add-on product)	\$2,180 + 9.99% APR
Olivero, Karinie	6 RCNY § 2-103(i); NYC Code § 20-268.1(e)(2)	\$7,476.88 + 7% APR
Pendola, Priscilla A.	6 RCNY § 2-103(i); NYC Code § 20-700 (unauthorized add-on product); NYC Code § 20-268.1(e)(2)	\$3,065.55
Ramdeen, Narindra	NYC Code § 20-700 (misrepresent add-on product benefit; unauthorized add-on product); 6 RCNY § 2-103(i)	\$3,350.81 + 7.44% APR
Ramirez, Isidro	6 RCNY § 2-103(i)	\$1,911.84 + 16.05% APR
Telamond, Mikerlove	6 RCNY § 2-103(i); NYC Code § 20-700 (misrepresent accessories); NYC Code § 20-268.1(e)(2)	\$3,755 + 5.54% APR
Garcia, Darion	6 RCNY § 2-103(i); NYC Code § 20-700 (unauthorized add-on product)	\$2,516.45 + 8.39% APR + \$13,021
Facundo Santiago, Antonio	6 RCNY § 2-103(i); NYC Code § 20-700 (unauthorized add-on products and false We Owe Form); NYC Code § 20-268.1(e)(2)	\$12,372.44 + 6.74% APR + \$600
Brezil-Theogene, Ithamar	6 RCNY § 2-103(i); NYC Code § 20-268.1(e)(2)	\$485.58 + 9.84% APR
Bouknight, Rhoda	6 RCNY § 2-103(i); NYC Code § 20-700 (unauthorized add-on product)	\$6,726.18 + 7.14% APR

## G - Restitution

Last, First Name	Violations	Restitution
Dalaba, Nicole	6 RCNY § 2-103(i)	\$3,448.18 + 10.24% APR
Williams, Jeffrey	6 RCNY § 2-103(i); NYC Code § 20-700 (unauthorized add-on product)	\$568.32 + 4.69% APR
Fanfan, David Pierre	6 RCNY § 2-103(i)	\$2,182.94 + 2.79% APR
Ruzmatov, Dilshod	6 RCNY § 2-103(i); NYC Code § 20-268.1(d)(1)	\$6,130.75 + 12.99% APR
Kollie, Vanya A.	6 RCNY § 2-103(i)	\$7,671.33 + 5.9% APR
Reinhart, Gemma; Gonzalez, Felix	6 RCNY § 2-103(i); NYC Code § 20-268.1(e)(2)	\$5,589.64 + 7.1% APR
Montes, Germaine	6 RCNY § 2-103(i)	\$3,159 + 18.99% APR
Coles, Latoya	6 RCNY § 2-103(i)	\$4,168.82 + 10.64% APR
Zhou, Lance	6 RCNY § 2-103(i)	\$5,951 + 3.99%