



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRIGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

Atlantic Auto Brokers, Inc.  
d/b/a BNM Auto Sales  
1455 Route 38  
Hainesport, New Jersey 08036  
Attention: Andy Kawel, Vice President

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Kawel:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** ("CFA"). The Division has conducted an investigation of Atlantic Auto Brokers, Inc. d/b/a BNM Auto Sales ("You," or "Your," "Yourself," or "I"), located at 1455 Route 38, Hainesport, New Jersey 08036, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules ("DEP Rules"), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or

modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Cone, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the enclosed **Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 4, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Cone ("Investigator O'Cone")**, a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov**. Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as

notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on August 4, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Cone**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov**. **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000**

**per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your last known mailing address. **Atlantic Auto Brokers, Inc.**

Should You have any questions, please contact **Investigator O'Cone** at **O'ConeJ@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**  
(Atlantic Auto Brokers, Inc.)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held on **August 4, 2020, at 10:00 AM , at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

**I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 4, 2020, at 10:00 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**Atlantic Auto Brokers, Inc.  
d/b/a BNM Auto Sales  
1589 Route 38  
Lumberton, New Jersey 08048**

**INVESTIGATIVE CERTIFICATION**

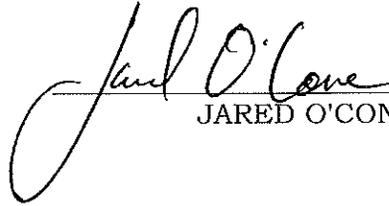
I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on December 13, 2019, I served a Subpoena Duces Tecum ("Subpoena") on Atlantic Auto Brokers, Inc. d/b/a BNM Auto Sales ("Atlantic Auto Brokers"). The Subpoena requested, among other things, all of Atlantic Auto Brokers' advertising, sales and repair documents concerning a 2003 Ford F-350, with a vehicle identification number of 1FTWW32P73EB88995 ("2003 Ford F-350"). The Subpoena is attached as **Exhibit A**.
4. On December 30, 2019, Atlantic Auto Brokers submitted documents in response to the Subpoena ("Atlantic Auto Brokers' Document Production") including a Certificate of Compliance indicating that Atlantic Auto Brokers had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the Atlantic Auto Brokers' Document Production.
5. Atlantic Auto Brokers purchased the 2003 Ford F-350 on February 8, 2019, from Joshua Motors through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2003 Ford Excursion has "No Cat Conv" and "EGR Delete Kit." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle does not have a catalytic converter, which is an exhaust emissions control device, and that the vehicle's Exhaust Gas Recirculation system can be deleted.
6. Atlantic Auto Brokers did not submit any repair documents, as requested in the Subpoena, indicating that the dealership repaired the 2003 Ford F-350's emissions system.
7. On February 25, 2019, Route 38 Auto Center sold the 2003 Ford F-350 to Patrick Degrazia. The Buyer's Order, which is attached as **Exhibit D**, did not inform Mr. Degrazia that the vehicle did not have a catalytic converter.

8. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

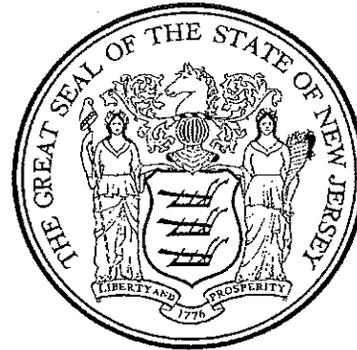
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: *July 6, 2020*  
Newark, New Jersey

  
\_\_\_\_\_  
JARED O'CONNE

# EXHIBIT A

**GURBIR S. GREWAL**  
**ATTORNEY GENERAL OF NEW JERSEY**  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs



By: **Jeffrey Koziar**  
**Deputy Attorney General**  
**(973) 648-7819**

**ADMINISTRATIVE ACTION**

**SUBPOENA DUCES TECUM**

**THE STATE OF NEW JERSEY to:** **Atlantic Auto Brokers, Inc.**  
**d/b/a BNM Auto Sales**  
**1455 Route 38**  
**Hainesport, New Jersey 08036**

YOU ARE HEREBY COMMANDED to produce to the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") through Jeffrey Koziar, Deputy Attorney General, at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, on or before **January 2, 2020** at 10:00 A.M., the following:

See Attached Schedule

In lieu of Your appearance, you may produce the documents and information identified in the attached Schedule on or before the return date at the address listed above by Certified Mail, Return Receipt Requested, addressed to the attention of Jeffrey Koziar, Deputy Attorney General, Consumer Fraud Prosecution Section. You may, at Your option and expense, provide certified, true copies in lieu of the original documents identified in the attached Schedule by completing and returning the Certification attached hereto.

Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 12/12/19

  
\_\_\_\_\_  
Jeffrey Koziar  
Deputy Attorney General

**PROOF OF SERVICE**

I, Talro O'Conor, being of full age, certify that on December 13, 2019, at approximately, 9:52 Am, I served the within Subpoena on Amy Kowal, Manager at 1455 Rt 38, Hainesport, NJ, by exhibiting the Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/13, 2019



\_\_\_\_\_

**CERTIFICATION OF TRUE COPY**

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of January 2, 2020, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Atlantic Auto Brokers in the position of \_\_\_\_\_;
2. Atlantic Auto Brokers' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Atlantic Auto Brokers' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Atlantic Auto Brokers' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Atlantic Auto Brokers' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SCHEDULE

### INSTRUCTIONS AND DEFINITIONS

#### **A. INSTRUCTIONS:**

1. This Request is directed to Atlantic Auto Brokers, Inc. d/b/a BNM Auto Sales (“Atlantic Auto Sales”), as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.

2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.

3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.

4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.

5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.

6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.

7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, Including production of any Document or other material indicating filing or other organization. Such production shall Include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

**B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" Including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Atlantic Auto Brokers" means Atlantic Auto Brokers, Inc. d/b/a BNM Auto Sales, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf

4. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

6. "Correspondence" means any Document intended to transmit information Including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

7. "Document" Includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents Include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

8. "Electronically Stored Information" or "ESI" means electronically stored information, Including all Documents maintained in electronic format.

9. “Include” and “Including” shall be construed as broadly as possible and shall mean “without limitation.”

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

11. “NJMVC” refers to the New Jersey Motor Vehicle Commission.

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

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

14. “You” and “Your” mean Atlantic Auto Brokers, Inc. d/b/a BNM Auto Sales.

15. As used herein, the terms “all” and “each” shall be construed as all and each.

16. As used herein, the conjunctions “and” and “or” shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of Atlantic Auto Brokers:
  - (a) Motor Vehicle Advertisements;
  - (b) Any and all Documentation relating to the purchase of the Motor Vehicles at auctions, including those administered by Manheim Remarketing, Inc.;
  - (c) Retail buyers' orders;
  - (d) Consumer credit applications;
  - (e) Factory invoices;
  - (f) Finance contracts;
  - (g) Worksheets of all salespersons and/or sales managers;
  - (h) Proof of payments made by You to the NJMVC for registrations and titles;
  - (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
  - (j) Correspondence;
  - (k) Repair or body work to the Motor Vehicle;
  - (l) Origin of the Motor Vehicle; and
  - (m) Rebates issued.
  
2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:
  - (a) Dates during which Your license was suspended;
  - (b) Reason(s) for suspension and/or revocation;
  - (c) Date(s) on which Your license was reinstated; and
  - (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

Schedule A

Year/Make/ Model	VIN
2003 Ford F-350	1FTWW32P73EB88995

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, .PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

**Folder labeled IMAGES**  
**Folder labeled DATA**  
**Folder labeled TEXT**  
**Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

ImageID:	The unique designation that is used to identify an image. <i>Note:</i> This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.
VolumeLabel:	Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.
ImageFilePath:	The full path to the image file.
DocumentBreak:	The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.
FolderBreak:	Leave empty
BoxBreak:	Leave empty
PageCount:	Optional

**Sample IMAGE Load file (Often referred to as Opticon or .OPT file)....**

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity\\_Desktop\\_Client/Importing/Load\\_file\\_specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	Ⓔ	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text. No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDocs Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif – associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

CERTIFICATION OF COMPLIANCE

I Andy Kowal, certify as follows:

1. I am employed by Atlantic Auto Brokers in the position of Vice President;
2. Atlantic Auto Brokers' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Atlantic Auto Brokers' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Atlantic Auto Brokers' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Atlantic Auto Brokers' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2/30/19

[Signature]  
Name (signature)

Andy Kowal  
Name (print)

# EXHIBIT C



**BILL OF SALE**

**THIS IS NOT AN INVOICE**

**DOCUMENT NOT VALID FOR EXPORT**

**402 MANHEIM NEW JERSEY**  
PO BOX 188  
BORDENTOWN, NJ 08505 US

**Sale Date**  
13-FEB-2019 12:37:06

**Yr Wk Ln Rn**  
2019-7-7-548

**Pickup Location**  
PO BOX 188  
BORDENTOWN, NJ 08505 US

**Sale Type**  
Simulcast

**Vehicle Purchase Price**  
\$ 6,500.00  
Adjustments \$ 0.00  
Final Sale Price \$ 6,500.00

**Vehicle Information**  
2003 Ford Super Duty F-350 DRW  
CREW Gold  
1FTWW32P73EB88995

Mileage: 127505 Miles 6  
License Plate No:

**Title Information**  
State: NJ Number: 1

**Vehicle Features**  
10 Cylinder Engine  
6-Speed M/T

no emissions

**Seller**  
JOSHUA MOTORS  
2521 S DELSEA DR  
VINELAND, NJ 08380 US

**Seller Rep:**  
*Signature on file*

**Buyer**  
ATLANTIC AUTO BROKERS INC  
1455 ROUTE 38  
HAINESPORT, NJ 08036 US  
**Buyer Rep:** KOWAL, ANDRZEJ  
*Signature on file*

**Auction Lights**

GREEN Buyer protection to conditions  
YELLOW Certain conditions announced prior to sale

**Odometer Disclosure**

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment.

Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements & Notes below.

**Announcements & Notes**

NO CAT CONV  
EGR DELETE KIT

Seller agrees to sell the vehicle covered by this Bill of Sale to Buyer for the price noted herein.

Seller is the transferor of the vehicle and is responsible for all disclosures, including odometer and mileage.

Buyer must return a signed copy of the title front and back, including the odometer statement therein, to Seller or be subject to civil and criminal penalties. See 49 CFR § 580.5(f).  
Manheim retains a purchase money security interest in the Vehicle and its title until good funds are received from the Buyer.

Seller and Buyer agree to the Manheim Terms and Conditions in effect at the time of the sale.

Sale terms and this Bill of Sale are subject to adjustments by Manheim. Please check your customer account at Manheim.com for most current version of this document.  
Bill of Sale is not an invoice. Please refer to invoices in your account on Manheim.com.

# EXHIBIT D

# BUYER'S ORDER

Dealer/Seller Name and Address  
 Atlantic Auto Brokers Inc  
 1455 Route 38  
 Hainesport, NJ 08036

Buyer/Co-Buyer Name(s) and Address(es)  
 PATRICK B DEGRAZIA  
 7 DEWBERRY LANE  
 DELRAN, NJ 08075

(609) 845-3594

(609) 744-7060

Date 2/25/2019  
 App No.

Stock No. 8995  
 Contract No. 1126

Salesperson

### Vehicle Information

New     Used     Demo  
 Year 2003    Lic. No.  
 Make Ford    Odometer Reading 127505  
 Model F350 Super Duty Cr Color GOLD  
 Body Style Pickup  
 VIN 1FTWW32P73EB88995  
 Other

### Insurance Information

Buyer has arranged insurance on the motor vehicle.  
 Insurance Company  
 Policy No.

### Trade-In Information

**Trade-in 1**  
 Year    Lic. No.  
 Make    Odometer Reading  
 Model    Color  
 Body Style  
 VIN  
 Lienholder Name  
 Address  
 Phone    Payoff N/A  
 Payoff good through  
 Approved

**Trade-in 2**  
 Year    Lic. No.  
 Make    Odometer Reading  
 Model    Color  
 Body Style  
 VIN  
 Lienholder Name  
 Address  
 Phone    Payoff N/A  
 Payoff good through  
 Approved

### Itemization of Sale

1. Vehicle Sales Price	\$ 9995.00
2. Sales Tax	\$ 678.66
3. Subtotal (Add lines 1+2)	\$ 10673.66
<b>Title, License &amp; Other Fees</b>	
4. Administrative fee	90.00
5. Clerical fee	159.00
6.	
7.	
8. Total Documentary Fee	\$ 249.00
9. License and Reg. Fee	\$ 4.50
10. Temp. Tag Fee	\$ N/A
11. Title Fee	\$ 60.00
12. Local Use Fee	\$ N/A
13. Tire Fee	\$ N/A
14. Other Fees	\$ N/A
15. Total Other Fees (Add lines 4 through 14)	\$ 313.50
<b>Additional Products</b>	
16.	\$ N/A
17.	\$ N/A
18.	\$ N/A
19.	\$ N/A
20.	\$ N/A
21.	\$ N/A
22.	\$ N/A
23.	\$ N/A
24. Total Products (Add lines 16 through 23)	\$ N/A
25. Cash Sale Price (Add lines 3 + 15 + 24)	\$ 10987.16
26. Trade-in Allowance	\$ N/A
27. Less Payoff	\$ N/A
28. Net Trade Allowance (Line 26-27)	\$ N/A
29. Cash Down Payment	\$ 10987.16
30. Deferred Down Payment	\$ N/A
31. Total Down Payment (Line 28 + 29 + 30)	\$ 10987.16
32. Total Balance Due (Line 25-31)	\$ N/A

## Additional Terms

**Definitions.** *Contract* refers to this *Buyer's Order*. The pronouns *you* and *your* refer to each Buyer signing this Contract. The pronouns *we*, *us* and *our* refer to the Dealer/Seller. *Vehicle* means the motor vehicle described in the *Vehicle Information* section. *Trade-in Vehicle(s)* refers to the vehicle described in the *Trade-in Information* section that is being traded to the Dealer/Seller as part of this transaction. *Manufacturer* refers to the entity that manufactured the Vehicle.

**Agreement to Purchase.** You agree to buy the Vehicle from us for the price stated in this Contract. You agree to sign any documents necessary to complete this transaction. Unless you have cancelled this Contract under the condition described in the *Manufacturer* section, if you refuse to take delivery of the Vehicle, we can keep any deposits you have made to us, and you will be liable to us for all of our damages and expenses in connection herewith, including but not limited to reasonable attorneys' fees.

You represent that you are of legal age and have legal capacity to enter into this Contract.

**Manufacturer.** We are not an agent of the Manufacturer. Manufacturer can change the price, design or standard features of the Vehicle at any time without notice. If we cannot obtain the Vehicle from the Manufacturer at the price in effect as of the date of this Contract, or if we cannot obtain the agreed upon product from the Manufacturer, you or we can cancel this Contract.

If you cancel this Contract under the terms of this section, we will refund to you any amounts you have paid to us. If you have delivered a Trade-in Vehicle to us, we will return it to you. If we have already sold the Trade-in Vehicle, we will pay you the trade-in allowance after adjusting for any payoff to a lienholder.

**Insurance.** The insurance information you have given us is accurate.

**Trade-in Vehicle.** You will transfer title to the Trade-in Vehicle to us free of all liens except those noted on this Contract. You give permission to us to contact the lienholder(s) for payoff information. If the payoff information that we obtain from the lienholder(s) differs from the amount disclosed in this Contract, you agree to pay the difference to us if the actual amount of the balance owed is greater than the amount listed in this Contract. If the actual amount of the balance owed is less than the amount listed in this Contract, then we will pay you the difference.

If you do not deliver the Trade-in Vehicle to us at the time of the initial appraisal, we may reappraise the Trade-in Vehicle when it is delivered to us. If the reappraised value is lower than the original appraisal, you can cancel this transaction as long as you have not taken delivery of the Vehicle.

You represent that (a) you are the sole true and lawful owner of the Trade-in Vehicle, (b) the Trade-in Vehicle has never been titled under any state or federal "brand" such as "defective," "rebuilt," "salvage," "flood," etc., (c) the mileage of the Trade-in Vehicle shown in this Contract is the actual mileage of the Trade-in Vehicle, (d) all emission control equipment is on the Trade-in Vehicle and is in satisfactory working order, and (e) the Trade-in Vehicle has not been damaged by collision or other event and repaired. If any of these representations are not true, we may elect to cancel the transaction. We may also choose to reappraise the Trade-in Vehicle and adjust the Total Balance Due instead of cancelling the transaction. You agree to immediately pay us the difference.

**Retail Installment Contract.** In the event that you and we enter into a retail installment contract for the financing of the purchase of the Vehicle, the terms of the retail installment contract will control any inconsistencies between this Contract and the retail installment contract.

**Vehicle Inspection.** You are purchasing the Vehicle based upon your personal inspection, and are not relying upon any opinion, statement, promise or representation of the salesperson, or any other of our employees that is not contained in the written agreements you are signing today.

**Vehicle Condition.** You understand that the Vehicle may have sustained prior body damage and may have undergone prior mechanical repairs during or after its manufacture, during or after transit to us or while in the possession of prior owners or operators.



**Warranty Information**

Warranty. We make no express or implied warranties. Except as required by law, we make no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. We sell the Vehicle AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED, WITH ALL FAULTS.

If this is a new Vehicle, the Vehicle is subject to a standard written manufacturer's warranty. This warranty is made by the manufacturer and not by us.

Used Car Buyer Notice. If you are buying a used vehicle, the information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**Noticias**

You understand that the balance owed on the Trade-in exceeds the Trade-in Allowance and that as a result the Total Balance Due has been increased by this \$ N/A of negative equity.

**New Jersey Used Passenger Motor Vehicle Notice**

The Vehicle is a used passenger motor vehicle and will be registered in New Jersey.

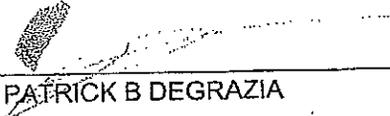
Explanation of Dealer/Seller Obligations. The Dealer/Seller has the following obligations under N.J.S.A. 39:10-26 through 39:10-30:

No Dealer/Seller may sell a used passenger motor vehicle to be registered in New Jersey unless the Vehicle meets the standards for the issuance of a certificate of approval. If the used passenger motor vehicle has any defect that does not allow for the issuance of a certificate of approval, the Dealer/Seller shall make, or cause to be made, all necessary repairs without charge, or shall return the full purchase price to the Buyer; provided that such defect or defects are not the result of the Buyer's own act.

Buyer Waives the Dealer/Seller Obligations. Buyer has been informed of the Dealer/Seller obligations under the New Jersey Certificate of Ownership Law and Buyer agrees to waive those obligations.

Buyer Does Not Waive the Dealer/Seller Obligations. Buyer must present the used passenger motor vehicle for inspection at an official or private inspection facility within 14 days of the date of issuance of the temporary authorization certificate in order to exercise Buyer's rights.

Buyer/Co-Buyer

X  2/25/2019  
Date  
PATRICK B DEGRAZIA

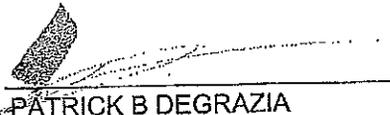
X \_\_\_\_\_  
Date

**Signatures**

This agreement is not binding upon the Dealer/Seller until it is signed by an authorized representative of the Dealer/Seller.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it. This is the complete agreement; there are no other written or oral agreements.

A separate Arbitration Agreement is a part of this Contract.

X  2/25/2019  
Date  
PATRICK B DEGRAZIA

X \_\_\_\_\_  
Date

X  2/25/2019  
Date  
Dealer/Seller Atlantic Auto Brokers Inc



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRIGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

Eastern Auto Exchange, LLC  
30 Route 130  
Trenton, N.J. 08620  
Attention: Max R. Bruno, Registered Agent

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Bruno:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”) is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** (“CFA”). The Division has conducted an investigation of Eastern Auto Exchange, LLC (“You,” or “Your,” “Yourself,” or “I”), located at 30 Route 130, Trenton, N.J. 08620, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules (“DEP Rules”), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Cone, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the **enclosed Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 4, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Cone** ("Investigator O'Cone"), a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov**. Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes

and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled on **August 4, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Conne**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov**. **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000 per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your

last known mailing address. **Eastern Auto Exchange, LLC**

Should You have any questions, please contact **Investigator O'Conne** at **O'ConneJ@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**  
(Eastern Auto Exchange, LLC)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held **on August 4, 2020 at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 4, 2020 at 11:30 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**Eastern Auto Exchange, LLC  
d/b/a Miracle Autosport  
30 Route 130  
Trenton, N.J. 08620**

**INVESTIGATIVE CERTIFICATION**

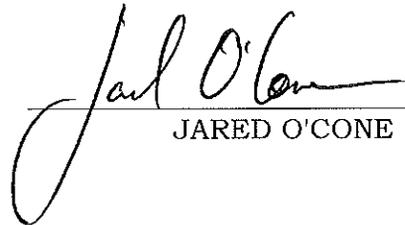
I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on November 13, 2019, I served a Subpoena Duces Tecum ("Subpoena") on Eastern Auto Exchange, LLC ("Eastern Auto Exchange"). The Subpoena requested, among other things, all of Eastern Auto Exchange's advertising, sales and repair documents concerning a 2003 Ford F-250, with a vehicle identification number of 1FTNW21P03ED18154 ("2003 Ford F-250"). The Subpoena is attached as **Exhibit A**.
4. On November 22, 2019, Eastern Auto Exchange submitted documents in response to the Subpoena ("Eastern Auto Exchange Document Production") including a Certificate of Compliance indicating that Eastern Auto Exchange had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the Eastern Auto Exchange Document Production.
5. Eastern Auto Exchange purchased the 2003 Ford F-250 on May 2, 2018, from Dream Cars By Bussinger, LTD through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2003 Ford F-250 has "Lifted No Cat." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle does not have a catalytic converter, which is an exhaust emissions control device.
6. Eastern Auto Exchange did not submit any repair documents, as requested in the Subpoena, indicating that the dealership installed a catalytic converter in the 2003 Ford F-250.
7. On February 25, 2019, Eastern Auto Exchange sold the 2003 Ford F-250 to Jessica Bezek. The Bill of Sale, which is attached as **Exhibit D**, did not inform Ms. Bezek that the vehicle did not have a catalytic converter.

8. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

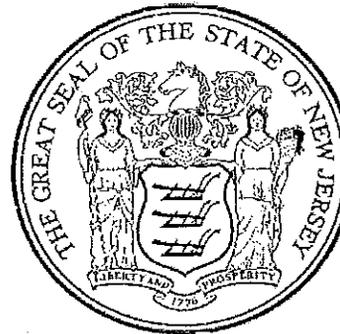
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: *July 6, 2020*  
Newark, New Jersey

  
\_\_\_\_\_  
JARED O'CONNOR

# EXHIBIT A

**GURBIR S. GREWAL**  
**ATTORNEY GENERAL OF NEW JERSEY**  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs



By: **Jeffrey Koziar**  
**Deputy Attorney General**  
**(973) 648-7819**

**ADMINISTRATIVE ACTION**

**SUBPOENA DUCES TECUM**

**THE STATE OF NEW JERSEY to:** **Eastern Auto Exchange, LLC**  
**c/o Max R. Bruno, Registered Agent**  
**1405 Kuser Road**  
**Hamilton, New Jersey 08619**

YOU ARE HEREBY COMMANDED to produce to the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") through Jeffrey Koziar, Deputy Attorney General, at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, on or before **November 27, 2019** at 10:00 A.M., the following:

See Attached Schedule

In lieu of Your appearance, you may produce the documents and information identified in the attached Schedule on or before the return date at the address listed above by Certified Mail, Return Receipt Requested, addressed to the attention of Jeffrey Koziar, Deputy Attorney General, Consumer Fraud Prosecution Section. You may, at Your option and expense, provide certified, true copies in lieu of the original documents identified in the attached Schedule by completing and returning the Certification attached hereto.

Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 11/13/19

Jeffrey Koziar  
Jeffrey Koziar  
Deputy Attorney General

**PROOF OF SERVICE**

I, Ineed O'Gone, being of full age, certify that on November 13, 2019, at approximately, 12:36 pm, I served the within Subpoena on James Mitchell at 30 Rt 130, Trenton, by exhibiting the Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11/13, 2019



\_\_\_\_\_

CERTIFICATION OF TRUE COPY

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of November 27, 2019, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Eastern Auto Exchange in the position of \_\_\_\_\_;
2. Eastern Auto Exchange's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Eastern Auto Exchange's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Eastern Auto Exchange's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;

---

7. The Documents contained in Eastern Auto Exchange's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

SCHEDULE

INSTRUCTIONS AND DEFINITIONS

**A. INSTRUCTIONS:**

1. This Request is directed to Eastern Auto Exchange, LLC ("Eastern Auto Exchange"), as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.

2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.

3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.

4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.

5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.

6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.

7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, including production of any Document or other material indicating filing or other organization. Such production shall include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

**B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

5. "Correspondence" means any Document intended to transmit information including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

6. "Document" Includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents Include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

7. "Eastern Auto Exchange" means Eastern Auto Exchange, LLC, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf.

8. "Electronically Stored Information" or "ESI" means electronically stored information, including all Documents maintained in electronic format.

9. "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

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

11. "NJMVC" refers to the New Jersey Motor Vehicle Commission.

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

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

14. "You" and "Your" mean Eastern Auto Exchange, LLC.

15. As used herein, the terms "all" and "each" shall be construed as all and each.

16. As used herein, the conjunctions "and" and "or" shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of Eastern Auto Exchange:

- (a) Motor Vehicle Advertisements;
- (b) Any and all Documents relating to the purchase of the Motor Vehicles at auctions, including those administered by Manheim Remarketing, Inc.;
- (c) Retail buyers' orders;
- (d) Consumer credit applications;
- (e) Factory invoices;
- (f) Finance contracts;
- (g) Worksheets of all salespersons and/or sales managers;
- (h) Proof of payments made by You to the NJMVC for registrations and titles;
- (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
- (j) Correspondence;
- (k) Repair or body work to the Motor Vehicle;
- (l) Origin of the Motor Vehicle; and
- (m) Rebates issued.

2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:

- (a) Dates during which Your license was suspended;
- (b) Reason(s) for suspension and/or revocation;
- (c) Date(s) on which Your license was reinstated; and
- (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

Schedule A

Year/Make/ Model	VIN
2005 Dodge Ram	3D7KS28C95G708642
2000 Ford F-250	1FTNW21F9YEC50712
2003 Ford F-250	1FTNW21P03ED18154
2008 Ford F-250	1FTSW21R18EB23675
2010 Chev. Silverado	1GC4KXB63AF111744

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, .PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

- Folder labeled IMAGES**
- Folder labeled DATA**
- Folder labeled TEXT**
- Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

May 2019

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

ImageID: The unique designation that is used to identify an image.  
*Note:* This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.

VolumeLabel: Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.

ImageFilePath: The full path to the image file.

DocumentBreak: The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.

FolderBreak: Leave empty

BoxBreak: Leave empty

PageCount: Optional

**Sample IMAGE Load file (Often referred to as Opticon or .OPT file)....**

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity\\_Desktop\\_Client/Importing/Load\\_file\\_specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	®	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text. No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDoes Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif – associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

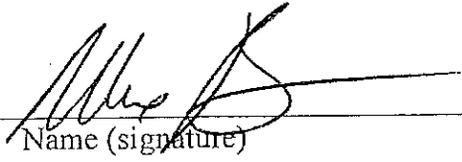
CERTIFICATION OF COMPLIANCE

I Max Bruno, certify as follows:

1. I am employed by Eastern Auto Exchange in the position of owner;
2. Eastern Auto Exchange's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Eastern Auto Exchange's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Eastern Auto Exchange's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Eastern Auto Exchange's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11/22/19

  
Name (signature)

MAX BRUNO  
Name (print)

# EXHIBIT C



BILL OF SALE

THIS IS NOT AN INVOICE

DOCUMENT NOT VALID FOR EXPORT

<p><b>402 MANHEIM NEW JERSEY</b>          PO BOX 188          BORDENTOWN, NJ, 08505, US</p> <p><b>Pickup Location</b>          PO BOX 188          BORDENTOWN, NJ 08505 US</p> <p><b>Vehicle Information</b>          2003 Ford Super Duty F-250          CREW Black Four Wheel Drive          1FTNW21P03ED18154</p> <p>Mileage: 208854 Miles 6          License Plate No:</p> <p><b>Title Information</b>          State: Number:</p> <p><b>Vehicle Features</b>          8 Cylinder Engine          A/T          TAN</p>	<p><b>Sale Date</b>          02-MAY-2018 12:26:38</p> <p><b>Yr Wk Ln Rn</b>          2018-18-5-157</p> <p><b>Sale Type</b>          In-Lane</p> <p><b>Sale Price</b>          \$ 7,600.00</p> <p><b>Adjustments</b>          \$ 0.00</p> <p><b>Final Sale Price</b>          \$ 7,600.00</p> <p><b>Seller</b>          DREAM CARS BY BUSSINGER LTD          512 W STREET RD          FEASTERVILLE TREVOSE, PA 19053 US</p> <p><b>Seller Rep:</b>  <i>Signature on file</i></p> <p><b>Buyer</b>          EASTERN AUTO EXCHANGE LLC          1405 KUSER RD          HAMILTON, NJ 08619 US</p> <p><b>Buyer Rep:</b> BRUND, MAX  <i>Signature on file</i></p> <p><b>Auction Lights</b>          GREEN Buyer protection to conditions          YELLOW Certain conditions announced prior to sale</p> <p><b>Odometer Disclosure</b>          Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment.</p> <p>Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements &amp; Notes below.</p> <p><b>Announcements &amp; Notes</b>          LIFTEDNO CAT          LIFTEDNO CAT</p>
--	---

Seller agrees to sell the vehicle covered by this Bill of Sale to Buyer for the price noted herein.  
 Seller is the transferor of the vehicle and is responsible for all disclosures, including odometer and mileage.  
 Buyer must return a signed copy of the title front and back, including the odometer statement therein, to Seller or be subject to civil and criminal penalties. See 49 CFR § 580.5(f).  
 Manheim retains a purchase money security interest in the Vehicle and its title until good funds are received from the Buyer.  
 Seller and Buyer agree to the Manheim Terms and Conditions in effect at the time of the sale.  
 Sale terms and this Bill of Sale are subject to adjustments by Manheim. Please check your customer account at Manheim.com for most current version of this document.  
 Bill of Sale is not an invoice. Please refer to invoices in your account on Manheim.com.

# EXHIBIT D

PURCHASER INFORMATION:

SALESPERSON: Chelsea Kiesling

Name	JESSICA M BEZEK	Home Phone	609-857-1024	D.L./State ID #	B29934007458976
Name	ROBERT T RASMUSSEN	Work Phone		State of Issue	NJ
Street	3037 ROUTE 206 SOUTH	Cell Phone	609-857-1024	Expiration Date	8/31/18
City, State, Zip	COLUMBUS, NJ 08022	County	BURLINGTON	Date of Birth	08/03/97

VEHICLE INFORMATION:  NEW  USED  DEMO Prior Use (if known)

Year	2003	Make	FORD	Model	F250	Color 1	BLACK	Color 2		Body Type	4DR	Cyl.	8	Trans.	AUTO
VIN	1FTNW21P03ED18154		Mileage	208854	Style	SUPER DUTY		Prior Damage (if known)							

TRADE-IN INFORMATION:

SETTLEMENT

Year	Make	Model	Color	Vehicle Price	11,383.63
VIN	Body Type	Mileage			N/A
Balance Owed To				SUBTOTAL	11,383.63
Balance Owed	0.00	Trade Allowance	0.00	Sales Tax:	780.60
Good Through				Title Fee:	185.00
Trans. #2				Lien Filing Fee:	N/A
				Registration Fee:	0.00
				Lemon Law Administrative Fee:	N/A
				Payoff on Trade-in:	N/A
				GAP:	399.00

INSURANCE INFORMATION:

Company	Geico Indemnity Co	Agent	
Policy #	4543435889	Phone	800-841-3000

LIEN HOLDER INFORMATION:

Name	WESTLAKE FINANCIAL SERVICES
Street	PO BOX 997592
City, State, Zip	SACRAMENTO, CA 95899-7592

REMARKS:

				Total Due	12,748.23
CREDIT	TRADE-IN ALLOWANCE			N/A	
	DEPOSIT			N/A	
	CASH DOWN PAYMENT			4,000.00	
				Total Credit	4,000.00
				Balance Due <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Finance	8,748.23

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

Purchaser hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by seller. This Bill of Sale and the related documents that Purchaser signs contemporaneously with this Bill of Sale contain the entire agreement between Purchaser and Seller and cancels and supersedes any prior agreement including oral agreements relating to the sale of the motor vehicle. Any change to this agreement must be in writing and Seller must sign it. The accompanying "DEALER'S OBLIGATION ON ALL USED VEHICLE SALES" and "WAIVER OF DEALER'S OBLIGATIONS" are incorporated into this Bill of Sale.

Accepted by Authorized Dealership Representative Date: 5/12/18  
 Purchaser Date: 5/12/18  
 EASTERN AUTO-0100  
 F2-NJ-BOS rev. 05/15 Page 1 of 2 ©2015 Frazier Computing, Inc.



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRÍGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

Englishtown Auto Sales, LLC  
d/b/a Woodbury Truck Center  
413 Salem Ave.  
Woodbury, N.J. 08096  
Attention: Amjad Barakat, Owner

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Barakat:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** ("CFA"). The Division has conducted an investigation of Englishtown Auto Sales, LLC d/b/a Woodbury Truck Center ("You," or "Your," "Yourself," or "I"), located at 1246 Englishtown Road, Old Bridge, New Jersey 08857, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules ("DEP Rules"), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or

modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Cone, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the **enclosed Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 5, 2020 at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Cone ("Investigator O'Cone")**, a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov**. Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as

notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on August 5, 2020 at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Conne**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov**. **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

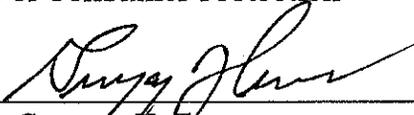
The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000**

**per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your last known mailing address. **Englishtown Auto Sales, LLC**

Should You have any questions, please contact **Investigator O'Conne** at **O'ConneJ@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**  
(Englishtown Auto Sales, LLC)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held **on August 5, 2020 at 10:00 AM , at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 5, 2020 at 10:00 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**Englishtown Auto Sales, LLC  
d/b/a Woodbury Truck Center  
413 Salem Ave.  
Woodbury, N.J. 08096**

**INVESTIGATIVE CERTIFICATION**

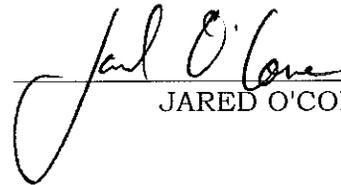
I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on December 13, 2019, I served a Subpoena Duces Tecum ("Subpoena") on Englishtown Auto Sales, LLC, d/b/a Woodbury Truck Center ("Englishtown Auto Sales"). The Subpoena requested, among other things, all of Englishtown Auto Sales' advertising, sales and repair documents concerning a 2008 Ford 350 SRW, with a vehicle identification number of 1FTWW31R68ED94397 ("2008 Ford 350"). The Subpoena is attached as **Exhibit A**.
4. On December 16, 2019, Englishtown Auto Sales submitted documents in response to the Subpoena ("Englishtown Document Production"), including a Certificate of Compliance indicating that Englishtown Auto Sales had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the Englishtown Document Production.
5. Englishtown Auto Sales purchased the 2008 Ford 350 on February 21, 2018, from Northway Automotive Inc. through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2008 Ford 350 has "no cats." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle did not have a catalytic converter, which is an exhaust emissions control device.
6. Englishtown Auto Sales did not submit any repair documents, as requested in the Subpoena, indicating that the dealership installed a catalytic converter in the 2008 Ford 350.
7. On April 17, 2018, Englishtown Auto Sales sold the 2008 Ford 350 to Xiomara Ruiz-Brito. The Buyer's Order, which is attached as **Exhibit D**, did not inform Ms. Ruiz-Brito that the vehicle did not have a catalytic converter.

8. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 6, 2020  
Newark, New Jersey

  
\_\_\_\_\_  
JARED O'CONNOR

# EXHIBIT A

**GURBIR S. GREWAL**  
**ATTORNEY GENERAL OF NEW JERSEY**  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs



By: **Jeffrey Koziar**  
**Deputy Attorney General**  
(973) 648-7819

**ADMINISTRATIVE ACTION**

**SUBPOENA DUCES TECUM**

**THE STATE OF NEW JERSEY to:** **Englishtown Auto Sales, LLC**  
**d/b/a Woodbury Truck Center**  
**c/o Amjad Barakat, Registered Agent**  
**1246 Englishtown Road**  
**Old Bridge, New Jersey 08857**

YOU ARE HEREBY COMMANDED to produce to the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") through Jeffrey Koziar, Deputy Attorney General, at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, on or before **January 2, 2020** at 10:00 A.M., the following:

See Attached Schedule

In lieu of Your appearance, you may produce the documents and information identified in the attached Schedule on or before the return date at the address listed above by Certified Mail, Return Receipt Requested, addressed to the attention of Jeffrey Koziar, Deputy Attorney General, Consumer Fraud Prosecution Section. You may, at Your option and expense, provide certified, true copies in lieu of the original documents identified in the attached Schedule by completing and returning the Certification attached hereto.

Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 12/10/19

Jeffrey Koziar

Jeffrey Koziar  
Deputy Attorney General

PROOF OF SERVICE

I, Jared O'Conor, being of full age, certify that on December 13, 2019, at approximately, 10:44 am, I served the within Subpoena on Beatrice Cunningham at 413 Salem Ave., Wovosug, NJ, by exhibiting the AS NEEDED help. Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/13, 2019



**CERTIFICATION OF TRUE COPY**

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of January 2, 2020, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Englishtown Auto Sales in the position of \_\_\_\_\_;
2. Englishtown Auto Sales' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Englishtown Auto Sales' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Englishtown Auto Sales' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Englishtown Auto Sales' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SCHEDULE

### INSTRUCTIONS AND DEFINITIONS

#### A. INSTRUCTIONS:

1. This Request is directed to Englishtown Auto Sales, LLC d/b/a Woodbury Truck Center (“Englishtown Auto Sales”), as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.

2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.

3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.

4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.

5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.

6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.

7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, including production of any Document or other material indicating filing or other organization. Such production shall include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

## **B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" Including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

5. "Correspondence" means any Document intended to transmit information Including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

6. "Document" Includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents Include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

7. "Electronically Stored Information" or "ESI" means electronically stored information, Including all Documents maintained in electronic format.

8. "Englishtown Auto Sales" means Englishtown Auto Sales, LLC, d/b/a Woodbury Truck Center, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf

9. "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

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

11. "NJMVC" refers to the New Jersey Motor Vehicle Commission.

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

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

14. "You" and "Your" mean Englishtown Auto Sales, LLC d/b/a Woodbury Truck Center.

15. As used herein, the terms "all" and "each" shall be construed as all and each.

16. As used herein, the conjunctions "and" and "or" shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of Englishtown Auto Sales:

- (a) Motor Vehicle Advertisements;
- (b) Any and all Documentation relating to the purchase of the Motor Vehicles at auctions, Including those administered by Manheim Remarketing, Inc.;
- (c) Retail buyers' orders;
- (d) Consumer credit applications;
- (e) Factory invoices;
- (f) Finance contracts;
- (g) Worksheets of all salespersons and/or sales managers;
- (h) Proof of payments made by You to the NJMVC for registrations and titles;
- (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
- (j) Correspondence;
- (k) Repair or body work to the Motor Vehicle;
- (l) Origin of the Motor Vehicle; and
- (m) Rebates issued.

2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:

- (a) Dates during which Your license was suspended;
- (b) Reason(s) for suspension and/or revocation;
- (c) Date(s) on which Your license was reinstated; and
- (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

Schedule A

Year/Make/ Model	VIN
2008 Ford 350 SRW	1FTWW31R68ED94397

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number.
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, .PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

**Folder labeled IMAGES**  
**Folder labeled DATA**  
**Folder labeled TEXT**  
**Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

ImageID: The unique designation that is used to identify an image.  
*Note:* This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.

VolumeLabel: Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.

ImageFilePath: The full path to the image file.

DocumentBreak: The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.

FolderBreak: Leave empty

BoxBreak: Leave empty

PageCount: Optional

**Sample IMAGE Load file (Often referred to as Opticon or .OPT file)...**

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity\\_Desktop\\_Client/Importing/Load\\_file\\_specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	®	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text. No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDocs Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif – associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

CERTIFICATION OF COMPLIANCE

I Amyal Berakut, certify as follows:

1. I am employed by Englishtown Auto Sales in the position of Owner / Manager;
2. Englishtown Auto Sales' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Englishtown Auto Sales' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Englishtown Auto Sales' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Englishtown Auto Sales' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

# EXHIBIT C

**BUYER'S COPY**

MANHEIM NEW JERSEY  
730 ROUTE 68  
BORDENTOWN, NJ 08850  
PH(609) 298-3400 FAX(609) 291-7921

KEY  
2018-8-9-240

SALE DATE  
2/21/2018

INVOICE NO.  
7187382

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENGI	INT	INT	R	TRN	PS	PB	AC	EW	ES	TOP	CO	EL	4X	TLL	SRS	SI	RD
2008	FORD	350 SR W 4X4 CR	CREW	Silver																		

ANN COND:  
NO CATS

NOTES:

**Bill of Sale**

How Paid: G  
Floor Agency: NEXT

I OR WE BY USE OF OUR PLATE OR AUTHORIZED SIGNATURE HEREBY AGREE TO PAY THE PURCHASE PRICE AND ALL TAXES FOR THE ABOVE VEHICLE DESCRIBED IN THIS DOCUMENT UNDER AGREEMENT ON REVERSE SIDE.

5392592 01  
ENGLISTHOWN AUTO SALES LLC  
413 SALEM AVE  
WOODBURY, NJ 08096  
AMIAD BARAKAT

5322633 5082070  
NORTHWAY AUTOMOTIVE, INC  
657 RT 15 SOUTH  
LANE HOPATCONG, NJ 07849

X  
Purchased in accordance with: (UJVS)M

**ODOMETER DISCLOSURE STATEMENT** Section 580.5 Disclosure form FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
 (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical life.  
 (2) I hereby certify that the odometer reading is NOT the actual mileage -WARNING- ODOMETER DISCREPANCY.

**X Signature On File**  
PURCHASER'S SIGNATURE: BUYER'S  
PURCHASER MUST RETURN SIGNED COPY OF ODOMETER DISCLOSURE STATEMENT (FRONT & REVERSE) WITH THIS DOCUMENT TO THE SELLER AND AN ORIGINAL COPY TO THE NJ DMV. ORIGINAL REVERSE MUST BE FILED WITH NJ DMV. ORIGINAL REVERSE MUST BE FILED WITH NJ DMV.



**Manheim**  
NOT A RECEIPT OF PAYMENT

THIS SALE IS SOLIDLY A TRANSACTIO... BETWEEN THE BUYING AND SELLING PARTIES...

STATE THAT THE ODOMETER NOW READS  
189108 DIG  
MILEAGE (S) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.  
For values provided I hereby grant, assign or transfer the vehicle described on this document to the purchaser named at top.

BUYER'S SIGNATURE (S) SELLER'S  
PRINTED NAME OF BUYER  
BUY \$  
NET \$ 11,275.00

LICENSE NO. TAB  
BUYER PLEASE CHECK ONE:  
 (1) CLEAN  
 (2) ROUGH  
 (3) AVERAGE  
**NOTICE:**  
\* Do not re-purchase or finance without certificate of title.  
\* Auction retains security interest in vehicle until good funds received.

SELLING PRICE \$ 10,800.00  
BUYER'S FEE \$ 325.00  
OTHER FEES \$ 150.00

# EXHIBIT D

**BUYER'S ORDER**

Dealer/Seller Name and Address  
 Woodbury Truck Center  
 413 Salem Ave  
 Woodbury, NJ 08096

Buyer/Co-Buyer Name(s) and Address(es)  
 Xiomara Ruiz-Brito  
 502 S 4th  
 Vineland, NJ 08360

(856) 845-1000

(856) 507-0132

Date 4/17/2018  
 App No.

Stock No. NGD94397  
 Contract No. App# 44116289

Salesperson

**Vehicle Information**

New  Used  Demo  
 Year 2008 Lic. No.  
 Make Ford Odometer Reading 189108  
 Model F350 Super Duty Cr Color  
 Body Style Pickup  
 VIN 1FTWW31R68ED94397  
 Other

**Insurance Information**

Buyer has arranged insurance on the motor vehicle.  
 Insurance Company  
 Policy No.

**Trade-In Information**

**Trade-in 1**  
 Year 2003 Lic. No.  
 Make Ford Odometer Reading 167040  
 Model F250 Super Duty Sup Color black  
 Body Style Pickup  
 VIN 1FTNX21L73EA88865  
 Lienholder Name  
 Address

Phone Payoff N/A  
 Payoff good through  
 Approved

**Trade-in 2**

Year Lic. No.  
 Make Odometer Reading  
 Model Color  
 Body Style  
 VIN  
 Lienholder Name  
 Address

Phone Payoff N/A  
 Payoff good through  
 Approved

**Itemization of Sale**

1. Vehicle Sales Price	\$	17000.00
2. Sales Tax	\$	947.31
3. Subtotal (Add lines 1 + 2)	\$	17947.31
<b>Title, License &amp; Other Fees</b>		
4. _____	\$	_____
5. _____	\$	_____
6. _____	\$	_____
7. _____	\$	_____
8. Total Documentary Fee	\$	299.00
9. License and Reg. Fee	\$	156.50
10. Temp. Tag Fee	\$	N/A
11. Title Fee	\$	N/A
12. Local Use Fee	\$	N/A
13. Tire Fee	\$	N/A
14. Other Fees	\$	N/A
15. Total Other Fees (Add lines 4 through 14)	\$	455.50
<b>Additional Products</b>		
16. _____	\$	N/A
17. _____	\$	N/A
18. _____	\$	N/A
19. _____	\$	N/A
20. _____	\$	N/A
21. _____	\$	_____
22. _____	\$	_____
23. _____	\$	_____
24. Total Products (Add lines 16 through 23)	\$	N/A
25. Cash Sale Price (Add lines 3 + 15 + 24)	\$	18402.81
26. Trade-in Allowance	\$	3000.00
27. Less Payoff	\$	N/A
28. Net Trade Allowance (Line 26-27)	\$	3000.00
29. Cash Down Payment	\$	1000.00
30. Deferred Down Payment	\$	N/A
31. Total Down Payment (Line 28 + 29 + 30)	\$	4000.00
32. Total Balance Due (Line 25-31)	\$	14402.81



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRIGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

King of Cars and Trucks, Inc.  
d/b/a King of Cars  
1229 Broadway  
Westville, New Jersey 08093  
Attention: Zachary Polsky, Owner

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Polsky:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** ("CFA"). The Division has conducted an investigation of King of Cars and Trucks, Inc., d/b/a King of Cars ("You," or "Your," "Yourself," or "I"), located at 1229 Broadway, Westville, New Jersey 08093, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules ("DEP Rules"), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or

modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Conne, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the **enclosed Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 5, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Conne** ("Investigator O'Conne"), a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov**. Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as

notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on August 5, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Conne**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov** **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

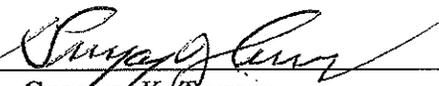
The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000**

**per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your last known mailing address. **King of Cars and Trucks, Inc.**

Should You have any questions, please contact **Investigator O'Conne** at **O'ConneJ@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**  
(King of Cars and Trucks, Inc.)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held on **August 5, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

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

SIGN NAME

Name: \_\_\_\_\_

PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 5, 2020, at 11:30 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**King of Cars and Trucks, Inc.  
d/b/a King of Cars  
1229 Broadway  
Westville, New Jersey 08093**

**INVESTIGATIVE CERTIFICATION**

I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on December 13, 2019, I served a Subpoena Duces Tecum ("Subpoena") on King of Cars and Truck, Inc. d/b/a King of Cars ("King of Cars.") The Subpoena requested, among other things, all of King of Cars' advertising, sales and repair documents concerning a 2011 Ford F-350, with a vehicle identification number of 1FT7W28T9BEA73504 ("2011 Ford F-350"). The Subpoena is attached as **Exhibit A**.
4. On December 13, 2019, King of Cars submitted documents in response to the Subpoena ("King of Cars Document Production"). On February 3, 2020, King of Cars submitted a Certification of Compliance indicating that King of Cars had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the King of Cars Document Production.
5. King of Cars purchased the 2011 Ford F-350 on February 14, 2018 from Marano & Sons Auto Sales, Inc. through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2011 Ford F-350 has "No Cats." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle does not have a catalytic converter, which is an exhaust emissions control device.
6. King of Cars did not submit any repair documents, as requested in the Subpoena, indicating that the dealership repaired the 2011 Ford F-350's emissions system.
7. On March 15, 2018, King of Cars sold the 2011 Ford F-350 to Casey Coleman. The Bill of Sale, which is attached as **Exhibit D**, did not inform Mr. Hall that the vehicle did not have a catalytic converter.

8. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: *July 6, 2020*  
Newark, New Jersey

*Jared O'Conne*  
\_\_\_\_\_  
JARED O'CONNOR

# EXHIBIT A

**GURBIR S. GREWAL**  
**ATTORNEY GENERAL OF NEW JERSEY**  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs



By: **Jeffrey Koziar**  
**Deputy Attorney General**  
**(973) 648-7819**

**ADMINISTRATIVE ACTION**

**SUBPOENA DUCES TECUM**

**THE STATE OF NEW JERSEY to:** **King of Cars and Trucks, Inc.**  
**d/b/a King of Cars**  
**c/o Timothy Batista, Registered Agent**  
**105 Jessup Road**  
**West Deptford, New Jersey 008086**

YOU ARE HEREBY COMMANDED to produce to the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”) through Jeffrey Koziar, Deputy Attorney General, at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, on or before **January 2, 2020** at 10:00 A.M., the following:

See Attached Schedule

In lieu of Your appearance, you may produce the documents and information identified in the attached Schedule on or before the return date at the address listed above by Certified Mail, Return Receipt Requested, addressed to the attention of Jeffrey Koziar, Deputy Attorney General, Consumer Fraud Prosecution Section. You may, at Your option and expense, provide certified, true copies in lieu of the original documents identified in the attached Schedule by completing and returning the Certification attached hereto.

Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 5/2/12/19

Jeffrey Koziar

Jeffrey Koziar  
Deputy Attorney General

**PROOF OF SERVICE**

I, JARED O'COLE, being of full age, certify that on December 13, 2019, at approximately, 10:29am, I served the within Subpoena on Kristen Brown, Secretary at 105 Jessup Rd., Suite 100, West Oxford, MS, by exhibiting the Authorized by Timothy Batista, he was busy at the time. Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/13, 2019



\_\_\_\_\_

**CERTIFICATION OF TRUE COPY**

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of January 2, 2020, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by King of Cars in the position of \_\_\_\_\_;
2. King of Cars' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. King of Cars' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from King of Cars' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in King of Cars' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SCHEDULE

### INSTRUCTIONS AND DEFINITIONS

#### A. INSTRUCTIONS:

1. This Request is directed to King of Cars and Trucks, Inc. d/b/a King of Cars ("King of Cars") as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.

2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.

3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.

4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.

5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.

6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.

7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, including production of any Document or other material indicating filing or other organization. Such production shall include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

**B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

5. "Correspondence" means any Document intended to transmit information including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

6. "Document" Includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents Include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

7. "Electronically Stored Information" or "ESI" means electronically stored information, including all Documents maintained in electronic format.

8. "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

9. “King of Cars” means King of Cars and Trucks, Inc. d/b/a King of Cars, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf.

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

11. “NJMVC” refers to the New Jersey Motor Vehicle Commission.

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

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

14. “You” and “Your” mean King of Cars and Trucks, Inc. d/b/a King of Cars.

15. As used herein, the terms “all” and “each” shall be construed as all and each.

16. As used herein, the conjunctions “and” and “or” shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of King of Cars:

- (a) Motor Vehicle Advertisements;
- (b) Any and all Documentation relating to the purchase of the Motor Vehicles at auctions, including those administered by Manheim Remarketing, Inc.;
- (c) Retail buyers' orders;
- (d) Consumer credit applications;
- (e) Factory invoices;
- (f) Finance contracts;
- (g) Worksheets of all salespersons and/or sales managers;
- (h) Proof of payments made by You to the NJMVC for registrations and titles;
- (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
- (j) Correspondence;
- (k) Repair or body work to the Motor Vehicle;
- (l) Origin of the Motor Vehicle; and
- (m) Rebates issued.

2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:

- (a) Dates during which Your license was suspended;
- (b) Reason(s) for suspension and/or revocation;
- (c) Date(s) on which Your license was reinstated; and
- (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

**Schedule A**

<b>Year/Make/ Model</b>	<b>VIN</b>
2011 Ford F-350	1FT7W28T9BEA73504

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, .PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

**Folder labeled IMAGES**  
**Folder labeled DATA**  
**Folder labeled TEXT**  
**Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

ImageID: The unique designation that is used to identify an image.  
*Note:* This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.

VolumeLabel: Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.

ImageFilePath: The full path to the image file.

DocumentBreak: The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.

FolderBreak: Leave empty

BoxBreak: Leave empty

PageCount: Optional

**Sample IMAGE Load file** (Often referred to as Opticon or .OPT file)....

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity\\_Desktop\\_Client/Importing/Load\\_file\\_specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	Ⓔ	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text: No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDocs Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its-associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif -- associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

CERTIFICATION OF COMPLIANCE

I Zachary Polsky, certify as follows:

1. I am employed by King of Cars in the position of Owner;
2. King of Cars' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. King of Cars' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from King of Cars' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in King of Cars' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2/3/20

  
Name (signature)

Zachary Polsky  
Name (print)

# EXHIBIT C

DATE OF SALE: 07/15/2010  
 TIME: 10:30 AM  
 LOCATION: 1500 W. 100th St., Suite 100, Tulsa, OK 74107  
 PHONE: (918) 438-1234

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENG	INT	INT	R	TRN	PS	PB	AC	EW	ES	TOP	CC	EL	4X	TL	SRS	SI	RD
2008	Ford	F150 Super Duty	Super Duty	Blue	Gasoline	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4

**INVOICE NO.** 150071949  
**SALES TAX** 16299140  
**SALES TAX** 16299140  
**SALES TAX** 16299140

**BUYER'S NAME** [REDACTED]  
**BUYER'S ADDRESS** [REDACTED]  
**BUYER'S CITY/STATE/ZIP** [REDACTED]  
**BUYER'S PHONE** [REDACTED]  
**BUYER'S FAX** [REDACTED]  
**BUYER'S EMAIL** [REDACTED]  
**BUYER'S SIGNATURE** [REDACTED]  
**BUYER'S TITLE** [REDACTED]

**SELLER'S NAME** [REDACTED]  
**SELLER'S ADDRESS** [REDACTED]  
**SELLER'S CITY/STATE/ZIP** [REDACTED]  
**SELLER'S PHONE** [REDACTED]  
**SELLER'S FAX** [REDACTED]  
**SELLER'S EMAIL** [REDACTED]  
**SELLER'S SIGNATURE** [REDACTED]  
**SELLER'S TITLE** [REDACTED]

**ODOMETER DISCLOSURE STATEMENT Section 580.5 Disclosure form**  
 FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
 (1) I hereby certify to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.  
 (2) I hereby certify that the odometer reading is NOT the actual mileage  
**-WARNING- ODOMETER DISCREPANCY**

**STATE THAT THE ODOMETER NOW READS** [REDACTED] MILES (NOTENTS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.  
 For value received I hereby sell, assign or transfer the vehicle described on this document to the purchaser named at left.  
 TRANSFEROR'S SIGNATURE (SELLER)  
 PRINTED NAME OF (SIGNOR)  
**NOT A RECEIPT OF PAYMENT**



**Manheim**

**NOT A RECEIPT OF PAYMENT**

# EXHIBIT D





PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRIGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

Route 38 Auto Center, LLC  
d/b/a Bargain Xpress Auto Rental  
1589 Route 38  
Lumberton, New Jersey 08048  
Attention: Craig Carrano, Owner

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Carrano:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** ("CFA"). The Division has conducted an investigation of Route 38 Auto Center, LLC d/b/a Bargain Xpress Auto Rental ("You," or "Your," "Yourself," or "I"), located at 1589 Route 38, Lumberton, New Jersey 08048, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules ("DEP Rules"), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or

modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Cone, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the **enclosed Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 11, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Cone ("Investigator O'Cone")**, a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov**. Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as

notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on August 11, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Conne**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov**. **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

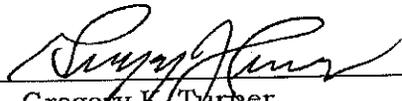
The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000**

**per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your last known mailing address.

Should You have any questions, please contact **Investigator O'Cone** at **O'ConeJ@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**  
(Route 38 Auto Center, LLC)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held **on August 11, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 11, 2020, at 10:00 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**Route 38 Auto Center, LLC  
d/b/a Bargain Xpress Auto Rental  
1589 Route 38  
Lumberton, New Jersey 08048**

**INVESTIGATIVE CERTIFICATION**

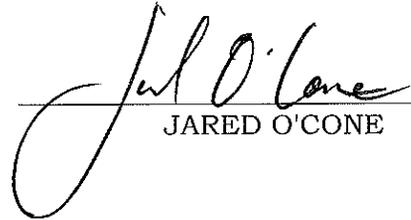
I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on December 13, 2019, I served a Subpoena Duces Tecum ("Subpoena") on Route 38 Auto Center, LLC d/b/a Bargain Xpress Auto Rental ("Route 38 Auto Center"). The Subpoena requested, among other things, all of Route 38 Auto Center's advertising, sales and repair documents concerning a 2003 Ford Excursion, with a vehicle identification number of 1FMSU43P93EB44775 ("2003 Ford Excursion"). The Subpoena is attached as **Exhibit A**.
4. On January 6, 2020, Route 38 Auto Center submitted documents in response to the Subpoena ("Route 38 Auto Center Document Production") including a Certificate of Compliance indicating that Route 38 Auto Center had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the Route 38 Auto Center Document Production.
5. Route 38 Auto Center purchased the 2003 Ford Excursion on February 8, 2019, from Joshua Motors through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2003 Ford Excursion has "EGR Delete." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle's Exhaust Gas Recirculation system has been deleted.
6. Route 38 Auto Center did not submit any repair documents, as requested in the Subpoena, indicating that the dealership repaired the 2003 Ford Excursion's emissions system.
7. On March 22, 2019, Route 38 Auto Center sold the 2003 Ford Excursion to Brian Brockway. A sales document is attached as **Exhibit D**.

8. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 6, 2020  
Newark, New Jersey

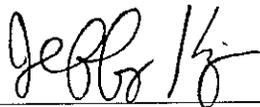
  
\_\_\_\_\_  
JARED O'CONNOR

# EXHIBIT A



Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 12/12/19



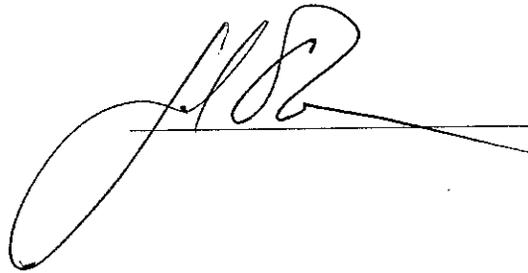
Jeffrey Koziar  
Deputy Attorney General

**PROOF OF SERVICE**

I, JARED O'LOVE, being of full age, certify that on December 13, 2019, at approximately, 9:41 am, I served the within Subpoena on CLAY CARRAW, Manager at 1589 Rt 38, Lumberton, NJ, by exhibiting the Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/13, 2019



A handwritten signature in black ink, appearing to read 'J. O'Love', is written over a horizontal line. The signature is stylized and cursive.

**CERTIFICATION OF TRUE COPY**

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of January 2, 2020, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Route 38 Auto Center in the position of \_\_\_\_\_;
2. Route 38 Auto Center's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Route 38 Auto Center's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Route 38 Auto Center's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Route 38 Auto Center's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SCHEDULE

### INSTRUCTIONS AND DEFINITIONS

#### A. INSTRUCTIONS:

1. This Request is directed to Route 38 Auto Center, LLC d/b/a Bargain Xpress Auto Rental, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.

2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.

3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.

4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.

5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.

6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.

7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, Including production of any Document or other material indicating filing or other organization. Such production shall Include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

**B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

5. "Correspondence" means any Document intended to transmit information including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

6. "Document" Includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents Include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

7. "Electronically Stored Information" or "ESI" means electronically stored information, including all Documents maintained in electronic format.

8. "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

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

10. "NJMVC" refers to the New Jersey Motor Vehicle Commission.

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

12. "Route 38 Auto Center" means Route 38 Auto Center, LLC d/b/a Bargain Xpress Auto Rental, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf.

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

14. "You" and "Your" mean Route 38 Auto Center, LLC d/b/a Bargain Xpress Auto Rental.

15. As used herein, the terms "all" and "each" shall be construed as all and each.

16. As used herein, the conjunctions "and" and "or" shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of Route 38 Auto Center:

- (a) Motor Vehicle Advertisements;
- (b) Any and all Documentation relating to the purchase of the Motor Vehicles at auctions, including those administered by Manheim Remarketing, Inc.;
- (c) Retail buyers' orders;
- (d) Consumer credit applications;
- (e) Factory invoices;
- (f) Finance contracts;
- (g) Worksheets of all salespersons and/or sales managers;
- (h) Proof of payments made by You to the NJMVC for registrations and titles;
- (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
- (j) Correspondence;
- (k) Repair or body work to the Motor Vehicle;
- (l) Origin of the Motor Vehicle; and
- (m) Rebates issued.

2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:

- (a) Dates during which Your license was suspended;
- (b) Reason(s) for suspension and/or revocation;
- (c) Date(s) on which Your license was reinstated; and
- (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

Schedule A

Year/Make/ Model	VIN
2003 Ford Excursion	1FMSU43P93EB44775

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, .PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

**Folder labeled IMAGES**  
**Folder labeled DATA**  
**Folder labeled TEXT**  
**Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

ImageID: The unique designation that is used to identify an image.  
*Note:* This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.

VolumeLabel: Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.

ImageFilePath: The full path to the image file.

DocumentBreak: The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.

FolderBreak: Leave empty

BoxBreak: Leave empty

PageCount: Optional

**Sample IMAGE Load file** (Often referred to as Opticon or .OPT file)....

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity\\_Desktop\\_Client/Importing/Load\\_file\\_specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	␣	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text. No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDocs Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif – associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

CERTIFICATION OF COMPLIANCE

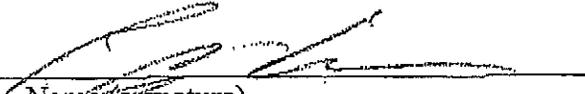
I Craig Carrano, certify as follows:

1. I am employed by Route 38 Auto Center in the position of OWNER;
2. Route 38 Auto Center's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Route 38 Auto Center's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Route 38 Auto Center's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Route 38 Auto Center's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

1-6-20

  
Name (signature)

Craig Casan  
Name (print)

# EXHIBIT C



**BILL OF SALE**

**THIS IS NOT AN INVOICE**

**DOCUMENT NOT VALID  
FOR EXPORT**

<b>402 MANHEIM NEW</b> <b>JERSEY</b> PO BOX 188 BORDENTOWN, NJ 08803 US	<b>Sale Date</b> 06-FEB-2019 12:53:37  <b>Yr Wk Ln Rn</b> 2019-6-7-540 <b>Sale Type</b> In-Lane	<b>Vehicle Purchase Price</b> \$ 4,400.00 <b>Adjustments</b> \$ 0.00 <b>Final Sale Price</b> \$ 4,400.00
<b>Pickup Location</b> PO BOX 188 BORDENTOWN, NJ 08803 US	<b>Seller</b> JOSHUA MOTORS 2521 S DELSEA DR VINELAND, NJ 08360 US  <b>Seller Rep:</b> <i>Signature on file</i>	<b>Buyer</b> ROUTE 38 AUTO CENTER LLC 1589 ROUTE 38 LUMBERTON, NJ 08048 US  <b>Buyer Rep: DERIANO, RUSSELL</b> <i>Signature on file</i>
<b>Vehicle Information</b> 2003 Ford Excursion SUV/LIMITED Black Four Wheel Drive 1FMSU43P93EB44775  Mileage: 207248 Miles    6  License Plate No:	<b>Auction Lights</b> GREEN Buyer protection for conditions YELLOW Certain conditions announced prior to sale	<b>Odometer Disclosure</b> Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment.  Seller hereby states that the odometer for this Vehicle now reads, identify to the mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements & Notes below.
<b>Title Information</b> State: NJ Number:	<b>Announcements &amp; Notes</b> EGR DELETE	
<b>Vehicle Features</b> 8 Cylinder Engine 5-Speed AT		

Seller agrees to sell the vehicle covered by this Bill of Sale to Buyer for the price noted herein.

Seller is the transferor of the vehicle and is responsible for all disclosures, including odometer and mileage.

Buyer must return a signed copy of the title front and back, including the odometer statement therein, to Seller or be subject to civil and criminal penalties. See 49 CFR § 580.5(f).

Manheim retains a purchase money security interest in the Vehicle and its title until good funds are received from the Buyer.

Seller and Buyer agree to the Manheim Terms and Conditions in effect at the time of the sale.

Sale terms and this Bill of Sale are subject to adjustments by Manheim. Please check your customer account at Manheim.com for most current version of this document.

Bill of Sale is not an invoice. Please refer to invoices in your account on Manheim.com.

# EXHIBIT D





PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRIGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

Thompson Car and Truck, LLC  
d/b/a Autosource Remarketing, LLC  
994 New Jersey 12  
Baptistown, New Jersey 08803  
Attention: Paul Thompson Jr., Owner

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Thompson:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** ("CFA"). The Division has conducted an investigation of Thompson Car and Truck, LLC d/b/a Autosource Remarketing, LLC ("You," or "Your," "Yourself," or "I"), located at 994 New Jersey 12, Baptistown, New Jersey 08803, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules ("DEP Rules"), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or

modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Cone, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the **enclosed Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 11, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Cone ("Investigator O'Cone")**, a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov**. Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as

notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on August 11, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Conne**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov**. **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000**

**per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your last known mailing address. **Thompson Car and Truck, LLC**

Should You have any questions, please contact **Investigator O'Cone** at **(O'ConeJ@dca.njoag.gov)**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**  
(Thompson Car and Truck, LLC)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held **on August 11, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 11, 2020, at 11:30 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**Thompson Car and Truck, LLC  
d/b/a Autosource Remarketing, LLC  
994 New Jersey 12  
Baptistown, New Jersey 08803**

**INVESTIGATIVE CERTIFICATION**

I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on December 12, 2019, I served a Subpoena Duces Tecum ("Subpoena") on Thompson Car and Truck, LLC d/b/a Autosource Remarketing, LLC ("Thompson Car and Truck".) The Subpoena requested, among other things, all of Thompson Car and Truck's advertising, sales and repair documents concerning a 2006 Ford F-250, with a vehicle identification number of 1FTSF21P16EC13436 ("2006 Ford F-250"). The Subpoena is attached as **Exhibit A**.
4. On December 18, 2019, Thompson Car and Truck submitted documents in response to the Subpoena ("Thompson Car and Truck's Document Production") including a Certificate of Compliance indicating that Thompson Car and Truck had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the Thompson Car and Truck's Document Production.
5. Thompson Car and Truck purchased the 2006 Ford F-250 on December 7, 2016, from Car Authority, Inc. through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2006 Ford F-250 has "No Cats." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle does not have a catalytic converter, which is an exhaust emissions control device.
6. Thompson Car and Truck did not submit any repair documents, as requested in the Subpoena, indicating that the dealership repaired the 2006 Ford F-250's emissions system.
7. On December 17, 2016, Thompson Car and Truck sold the 2006 Ford F-250 to Roy Hall. The Buyer's Order, which is attached as **Exhibit D**, did not inform Mr. Hall that the vehicle did not have a catalytic converter.

8. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

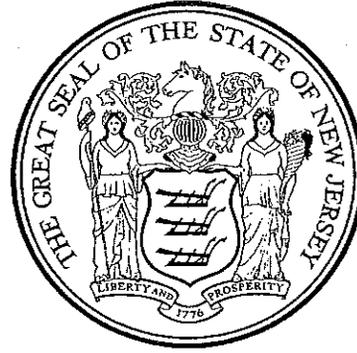
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: *July 6, 2020*  
Newark, New Jersey

  
\_\_\_\_\_  
JARED O'CONOR

# EXHIBIT A

**GURBIR S. GREWAL**  
**ATTORNEY GENERAL OF NEW JERSEY**  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs



By: **Jeffrey Koziar**  
**Deputy Attorney General**  
**(973) 648-7819**

**ADMINISTRATIVE ACTION**

**SUBPOENA DUCES TECUM**

**THE STATE OF NEW JERSEY to:** **Thompson Car and Truck, LLC**  
**d/b/a Autosource Remarketing, LLC**  
**d/b/a Thompson Car and Truck**  
**c/o Paul A. Thompson Jr., Registered Agent**  
**994 New Jersey 12**  
**Baptistown, New Jersey 08803**

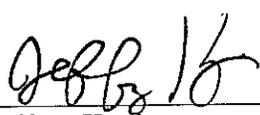
YOU ARE HEREBY COMMANDED to produce to the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") through Jeffrey Koziar, Deputy Attorney General, at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, on or before **January 2, 2020** at 10:00 A.M., the following:

See Attached Schedule

In lieu of Your appearance, you may produce the documents and information identified in the attached Schedule on or before the return date at the address listed above by Certified Mail, Return Receipt Requested, addressed to the attention of Jeffrey Koziar, Deputy Attorney General, Consumer Fraud Prosecution Section. You may, at Your option and expense, provide certified, true copies in lieu of the original documents identified in the attached Schedule by completing and returning the Certification attached hereto.

Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 12/12/19

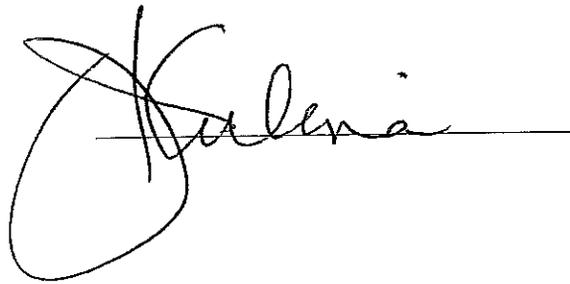
  
\_\_\_\_\_  
Jeffrey Koziar  
Deputy Attorney General

PROOF OF SERVICE

I, John Kulina, being of full age, certify that on Dec 12,  
2019, at approximately, 2:15pm I served the within Subpoena on  
Paul A Thompson Jr at 994 Rt 12 Baptistown NJ, by exhibiting the  
Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/12/2019, 2019



Kulina

**CERTIFICATION OF TRUE COPY**

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of January 2, 2020, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Thompson Car and Truck in the position of \_\_\_\_\_;
2. Thompson Car and Truck's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Thompson Car and Truck's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Thompson Car and Truck's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Thompson Car and Truck's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SCHEDULE

### INSTRUCTIONS AND DEFINITIONS

#### A. INSTRUCTIONS:

1. This Request is directed to Thompson Car and Truck, LLC d/b/a Autosource Remarketing, LLC, d/b/a Thompson Car and Truck (“Thompson Car and Truck”) as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.
2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.
3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.
4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.
5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.
6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.
7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, including production of any Document or other material indicating filing or other organization. Such production shall include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

#### **B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

5. "Correspondence" means any Document intended to transmit information including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

6. "Document" includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

7. "Electronically Stored Information" or "ESI" means electronically stored information, including all Documents maintained in electronic format.

8. "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

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

10. "NJMVC" refers to the New Jersey Motor Vehicle Commission.
11. "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).
12. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).
13. "Thompson Car and Truck" means Thompson Car and Truck, LLC d/b/a Autosource Remarketing, LLC, d/b/a Thompson Car and Truck, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf.
14. "You" and "Your" mean Thompson Car and Truck, LLC d/b/a Autosource Remarketing, LLC, d/b/a Thompson Car and Truck
15. As used herein, the terms "all" and "each" shall be construed as all and each.
16. As used herein, the conjunctions "and" and "or" shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of Thompson Car and Truck:

- (a) Motor Vehicle Advertisements;
- (b) Any and all Documentation relating to the purchase of the Motor Vehicles at auctions, Including those administered by Manheim Remarketing, Inc.;
- (c) Retail buyers' orders;
- (d) Consumer credit applications;
- (e) Factory invoices;
- (f) Finance contracts;
- (g) Worksheets of all salespersons and/or sales managers;
- (h) Proof of payments made by You to the NJMVC for registrations and titles;
- (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
- (j) Correspondence;
- (k) Repair or body work to the Motor Vehicle;
- (l) Origin of the Motor Vehicle; and
- (m) Rebates issued.

2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:

- (a) Dates during which Your license was suspended;
- (b) Reason(s) for suspension and/or revocation;
- (c) Date(s) on which Your license was reinstated; and
- (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

Schedule A

Year/Make/ Model	VIN
2006 Ford F-250	1FTSF21P16EC13436

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, .PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

- Folder labeled IMAGES**
- Folder labeled DATA**
- Folder labeled TEXT**
- Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

- ImageID: The unique designation that is used to identify an image.  
*Note:* This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.
- VolumeLabel: Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.
- ImageFilePath: The full path to the image file.
- DocumentBreak: The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.
- FolderBreak: Leave empty
- BoxBreak: Leave empty
- PageCount: Optional

**Sample IMAGE Load file** (Often referred to as Opticon or .OPT file)....

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity\\_Desktop\\_Client/Importing/Load\\_file\\_specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	®	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text. No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDocs Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif – associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

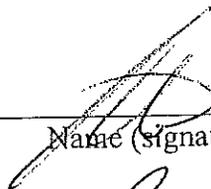
CERTIFICATION OF COMPLIANCE

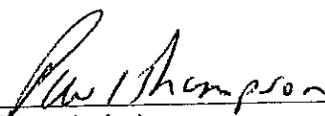
I Pavel Thompson, certify as follows:

1. I am employed by Thompson Car and Truck in the position of Owner;
2. Thompson Car and Truck's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Thompson Car and Truck's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Thompson Car and Truck's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Thompson Car and Truck's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/18/19

  
\_\_\_\_\_  
Name (signature)

  
\_\_\_\_\_  
Name (print)

# EXHIBIT C

MANHEIM NEW JERSEY  
750 ROUTE 138  
BORDENTOWN, NJ 08805  
PH: (609) 298-4400 FAX: (609) 291-7924

KEY  
2016-49-8-36  
INVOICE DATE  
12/7/2016

SALE DATE  
12/7/2016  
INVOICE NO.  
6942180

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	TITLE	C	MI	INVOICE NO.	6942180
2006	FORD	F250 4X4 R/C	REGAR	BLK	TRISTE21P16BC13486				
ANN COND. NO CATS AFT MARKET EXHAUST									

# Bill of Sale

**M How Paid: K**  
**S How Agency:**

I OR WE BY USE OF OUR PLACE OR AUTHORIZED AGENT, HEREBY AGREE TO PAY THE ADOPTED SALE PRICE FOR THE VEHICLE DESCRIBED IN THIS AUCTION BIDDING AGREEMENT ON REVERSE SIDE. THE TERMS AND RULES OF THE ABOVE NAMED AUCTION AND SUBJECT TO AGREEMENT ON REVERSE SIDE.

5309029 01  
AUTOSOURCE RE-MARKETING LLC  
994 HIGHWAY 12  
BAPTISTOWN, NJ 08803  
H PAUL THOMPSON

PRINTED PURCHASER'S NAME (BUYER)  
X **Signature Of File**  
PURCHASER'S SIGNATURE TO BE PRINTED  
FOLLOWING: MANHEIM NEW JERSEY, OR APPROVED, OR APPROVE, STATEMENT, FORM, A  
BACK OF TITLE IF MADE BY TRANSFEROR, SELLER OR BE SUBJECT TO COURT &  
COURT REMITTANCE, INCLUDING FINES AND VUL. FROM MANHEIM ACT 04/04/04, 48 P.S. 5025 TL.

**AUCTION ASSUMES NO RESPONSIBILITY FOR GUARANTEES**  
**THE ACCURACY OF THE ODOMETER READING**  
**DOCUMENT NOT VALID FOR EXPORT**



**Manheim**  
**NOT A RECEIPT OF PAYMENT**

THIS SALE IS SOLELY A TRANSACTION BETWEEN THE BUYER AND SELLER. THE DATES AND REPRESENTATION OF TITLE TO THIRD PARTIES IS BASED ON INTENDED SUBJECT TO AGREEMENT ON REVERSE SIDE.

5136676 4561920  
CAR AUTHORITY INC  
2883 SUNNISH HIGHWAY  
ISLAND TERRACE, NJ 07321

**ODOMETER DISCLOSURE STATEMENT** Section 809.1 Disclosures from FEDERAL LAW AND STATE LAW. If applicable, requires that you state the MILEAGE UNLESS TRANSFER OF OWNERSHIP FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
 (1) I hereby certify to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.  
 (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING - ODOMETER DISCREPANCY**

STATE THAT THE ODOMETER NOW READS **143833 DIG** MILES (KNOWLEDGE) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.  
For you to be verified, I hereby grant assignor, transferee, vehicle disposed in this document to the purchaser named at top.

TRANSFEROR'S SIGNATURE (SELLER)  
X  
PRINTED NAME OF SELLER

LICENSE NO. TAB  
BUYER PLEASE CHECK ONE  
 CLEAN  POLISH  AVERAGE  
 (1)  (2)  (3)

**NOTICE:**  
Do not re-purchase or finance without certificate of title.  
Auction retains security interest in vehicle until good funds received.

SELLING PRICE \$ 8,500.00  
BUYER'S FEE \$ 300.00  
OTHER FEES \$ 0.00

BUY NET \$ 8,800.00

# EXHIBIT D

CUSTOMER Roy R Hall DATE 12-17-16 STOCK NO. \_\_\_\_\_  
 ADDRESS 212 Cherry Tree Bend Rd Post Murray NJ 07865  
Street City State Zip  
 PHONE (H) 908-763-6112 PHONE (W) \_\_\_\_\_ CELL \_\_\_\_\_  
 E-MAIL \_\_\_\_\_ SALES REP. \_\_\_\_\_  
 D. L. # H028867579 12822 SOC. SEC. # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
 YEAR 2006 MAKE Ford MODEL F250  
 BODY TYPE Pickup EXT. COLOR Green INT. COLOR Gray MILES 143845

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:  
 \* Cash Purchase \* Finance Purchase \* Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

TO BE DELIVERED ON OR ABOUT

Price of Unit	<u>14500</u>	-
Additional Equipment (options)		
<u>FD CR# 283 6023</u>		

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$ \_\_\_\_\_  
 TERM: \_\_\_\_\_ MONTHS  
 MILEAGE PER YEAR \_\_\_\_\_  
 CASH DUE AT DELIVERY \$ \_\_\_\_\_

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE		
Less Trade-in		
TOTAL TAXABLE AMOUNT	<u>14500</u>	-
State Sales Tax	<u>1015</u>	-
Registration/Title Fee (Estimated) (SEE PARAGRAPH 12 ON REVERSE SIDE)		
Documentary Fee (SEE PARAGRAPH 13 ON REVERSE SIDE)		
NET PAY-OFF ON TRADE-IN		
TOTAL	<u>15515</u>	-
Deposit		

BALANCE IN CASH, CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY  
 BALANCE DUE ON DELIVERY →

SERIAL NUMBER 1FTSF21P16EC13436

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

CHECK APPROPRIATE BOX

This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR

The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES-DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_ X \_\_\_\_\_  
Date Customer's Signature

WAIVER OF DEALER'S OBLIGATION

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "Covered" by New Jersey's Used Car Lemon Warranty Law (P.L. 1985, Chpt. 373).

12/17/16 X \_\_\_\_\_  
Date Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 Serial No. \_\_\_\_\_ Mileage \_\_\_\_\_  
 Trade-in Value \_\_\_\_\_ Date of \_\_\_\_\_  
 Less Balance Owed \_\_\_\_\_  
 Net Trade-in Allowance \_\_\_\_\_  
 Balance Owed to: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account No.: \_\_\_\_\_  
 Info. From \_\_\_\_\_ Good Thru \_\_\_\_\_

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRIGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

Vision Custom Car & Stereo, LLC  
d/b/a Miracle Autosport  
2214 Nottingham Way  
Mercerville, New Jersey 08619  
Attention: Eric Neumann, Owner

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Neumann:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** ("CFA"). The Division has conducted an investigation of Vision Custom Car & Stereo, LLC d/b/a Miracle Autosport ("You," or "Your," "Yourself," or "I"), located at 2214 Nottingham Way, Mercerville New Jersey 08619, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules ("DEP Rules"), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or

modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Cone, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the **enclosed Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 12, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Cone ("Investigator O'Cone")**, a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov**. Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as

notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on August 12, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Conne**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov**. **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000**

**per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your last known mailing address. **Vision Custom Car & Stereo, LLC**

Should You have any questions, please contact **Investigator O'Cone** at **O'ConeJ@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**  
(Vision Custom Car & Stereo, LLC)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held on **August 12, 2020, at 10:00 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 12, 2020, at 10:00 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**Vision Custom Car & Stereo, LLC  
d/b/a Miracle Autosport  
2214 Nottingham Way  
Mercerville, New Jersey 08619**

**INVESTIGATIVE CERTIFICATION**

I, Jared O'Cone, being of full age, do hereby certify as follows:

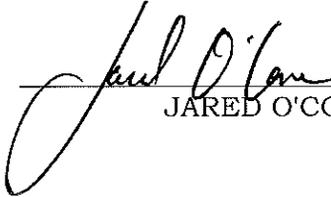
1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on November 13, 2019, I served a Subpoena Duces Tecum ("Subpoena") on Vision Custom Car & Stereo, LLC d/b/a Miracle Autosport ("Vision Custom Car"). The Subpoena requested, among other things, all of Vision Custom Car's advertising, sales and repair documents concerning a 2005 Ford Excursion, with a vehicle identification number of 1FMSU41P15ED43793 ("2005 Ford Excursion"). The Subpoena is attached as **Exhibit A**.
4. On November 27, 2019, Vision Custom Car submitted documents in response to the Subpoena ("Vision Custom Car Document Production"). On January 21, 2020, Eric Neumann, the owner of Vision Custom Car, submitted a Certificate of Compliance indicating that Vision Custom Car had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the Vision Custom Car Document Production.
5. Vision Custom Car purchased the 2005 Ford Excursion on January 30, 2019, from Aunlimited Inc. through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2005 Ford Excursion has "Structural EGR Delete." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle's Exhaust Gas Recirculation system has been deleted.
6. On November 20, 2019, I accessed an online advertisement for the 2005 Ford Excursion posted by Vision Custom Car on the website [www.ecarlist.com](http://www.ecarlist.com). The advertisement, which is attached as **Exhibit D**, included a notation that the vehicle "has the EGR deleted for better reliability."

7. Vision Custom Car did not submit any repair documents, as requested in the Subpoena, indicating that the dealership repaired the 2005 Ford Excursion's emissions system.
8. On February 25, 2019, Vision Custom Car sold the 2005 Ford Excursion to Josh Hall. The Retail Installment Contract is attached as **Exhibit E**.
9. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

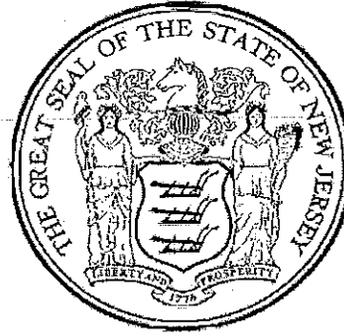
Dated:

*July 6, 2020*  
Newark, New Jersey

  
\_\_\_\_\_  
JARED O'CONNOR

# EXHIBIT A

**GURBIR S. GREWAL**  
**ATTORNEY GENERAL OF NEW JERSEY**  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs



By: **Jeffrey Koziar**  
**Deputy Attorney General**  
**(973) 648-7819**

**ADMINISTRATIVE ACTION**

**SUBPOENA DUCES TECUM**

**THE STATE OF NEW JERSEY to:** **Vision Custom Car & Stereo, LLC**  
**d/b/a Miracle Autosport**  
**c/o Eric Neumann, Registered Agent**  
**2214 Nottingham Way**  
**Mercerville, New Jersey 08619**

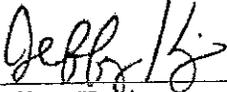
YOU ARE HEREBY COMMANDED to produce to the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") through Jeffrey Koziar, Deputy Attorney General, at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, on or before **November 27, 2019** at 10:00 A.M., the following:

See Attached Schedule

In lieu of Your appearance, you may produce the documents and information identified in the attached Schedule on or before the return date at the address listed above by Certified Mail, Return Receipt Requested, addressed to the attention of Jeffrey Koziar, Deputy Attorney General, Consumer Fraud Prosecution Section. You may, at Your option and expense, provide certified, true copies in lieu of the original documents identified in the attached Schedule by completing and returning the Certification attached hereto.

Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 11/13/19

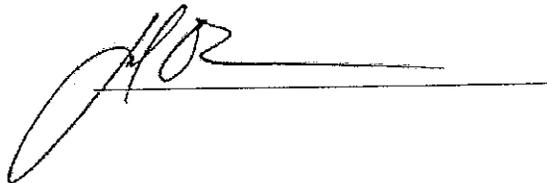
  
\_\_\_\_\_  
Jeffrey Koziar  
Deputy Attorney General

PROOF OF SERVICE

I, JARED O'LOVE, being of full age, certify that on November 13, 2019, at approximately, 12:04pm, I served the within Subpoena on Eric Newman, Pay Agent at 2214 Nottingham Way, Merceville NJ, by exhibiting the Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 11/13, 2019



**CERTIFICATION OF TRUE COPY**

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of November 27, 2019, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Vision Custom Car in the position of \_\_\_\_\_;
2. Vision Custom Car's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Vision Custom Car's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Vision Custom Car's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Vision Custom Car's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SCHEDULE

### INSTRUCTIONS AND DEFINITIONS

#### A. INSTRUCTIONS:

1. This Request is directed to Vision Custom Car & Stereo, LLC d/b/a Miracle Autosport ("Vision Custom Care"), as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.

2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.

3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.

4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.

5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.

6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.

7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, including production of any Document or other material indicating filing or other organization. Such production shall include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

**B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

5. "Correspondence" means any Document intended to transmit information including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

6. "Document" Includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents Include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

7. "Electronically Stored Information" or "ESI" means electronically stored information, including all Documents maintained in electronic format.

8. "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

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

11. "NJMVC" refers to the New Jersey Motor Vehicle Commission.
12. "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).
13. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).
14. "Vision Custom Car" means Vision Custom Car and Stereo, LLC d/b/a Miracle Autosport, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf
15. "You" and "Your" mean Vision Custom Car and Stereo, LLC d/b/a Miracle Autosport.
16. As used herein, the terms "all" and "each" shall be construed as all and each.
17. As used herein, the conjunctions "and" and "or" shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of Vision Custom Car:

- (a) Motor Vehicle Advertisements;
- (b) Any and all Documentation relating to the purchase of the Motor Vehicles at auctions, Including those administered by Manheim Remarketing, Inc.;
- (c) Retail buyers' orders;
- (d) Consumer credit applications;
- (e) Factory invoices;
- (f) Finance contracts;
- (g) Worksheets of all salespersons and/or sales managers;
- (h) Proof of payments made by You to the NJMVC for registrations and titles;
- (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
- (j) Correspondence;
- (k) Repair or body work to the Motor Vehicle;
- (l) Origin of the Motor Vehicle; and
- (m) Rebates issued.

2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:

- (a) Dates during which Your license was suspended;
- (b) Reason(s) for suspension and/or revocation;
- (c) Date(s) on which Your license was reinstated; and
- (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

Schedule A

Year/Make/ Model	VIN
2005 Ford Excursion	1FMSU41P15ED43793
2008 Ford F-350	1FTWW31R08EB45237
2008 Ford F-250	1FTSW21R18EB97159
2008 Ford F-250	1FTSW21R88ED43122

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

**Folder labeled IMAGES**  
**Folder labeled DATA**  
**Folder labeled TEXT**  
**Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

ImageID: The unique designation that is used to identify an image.  
*Note:* This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.

VolumeLabel: Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.

ImageFilePath: The full path to the image file.

DocumentBreak: The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.

FolderBreak: Leave empty

BoxBreak: Leave empty

PageCount: Optional

**Sample IMAGE Load file (Often referred to as Opticon or .OPT file)....**

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity Desktop Client/Importing/Load file specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	®	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text. No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDocs Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif – associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Vision Custom Car in the position of \_\_\_\_\_;
2. Vision Custom Car's productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Vision Custom Car's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Vision Custom Car's productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Vision Custom Car's productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated:

1/21/20

  
Name (signature)

Eric Newman  
Name (print)

# EXHIBIT C

THIS IS NOT AN INVOICE

<b>102 MANHEIM NEW JERSEY</b> PO BOX 188 BORDENTOWN, NJ 08505 US	<b>Sale Date</b> 30-JAN-2019 12:33:07	<table border="0"> <tr> <td><b>Sale Price</b></td> <td><b>Vehicle Purchase Price</b></td> </tr> <tr> <td><b>Adjustments</b></td> <td>\$ 6,500.00</td> </tr> <tr> <td><b>Final Sale Price</b></td> <td>\$ 0.00</td> </tr> <tr> <td></td> <td><hr/></td> </tr> <tr> <td></td> <td>\$ 6,500.00</td> </tr> </table>		<b>Sale Price</b>	<b>Vehicle Purchase Price</b>	<b>Adjustments</b>	\$ 6,500.00	<b>Final Sale Price</b>	\$ 0.00		<hr/>		\$ 6,500.00
<b>Sale Price</b>	<b>Vehicle Purchase Price</b>												
<b>Adjustments</b>	\$ 6,500.00												
<b>Final Sale Price</b>	\$ 0.00												
	<hr/>												
	\$ 6,500.00												
<b>Pickup Location</b> PO BOX 188 BORDENTOWN, NJ 08505 US	<b>Yr Wk Ln Rn</b> 2019-6-2-592	<table border="0"> <tr> <td><b>Seller</b></td> <td><b>Buyer</b></td> </tr> <tr> <td>AUN LIMITED INC 4678 5TH AVE FL 2 BROOKLYN, NY 11220 US</td> <td>VISION CUS CAR &amp; STEREO LLC 2214 NOTTINGHAM WAY MERCERVILLE, NJ 08619 US</td> </tr> <tr> <td><b>Seller Rep:</b> Signature on file</td> <td><b>Buyer Rep:</b> NEUMANN, ERIC Signature on file</td> </tr> </table>		<b>Seller</b>	<b>Buyer</b>	AUN LIMITED INC 4678 5TH AVE FL 2 BROOKLYN, NY 11220 US	VISION CUS CAR & STEREO LLC 2214 NOTTINGHAM WAY MERCERVILLE, NJ 08619 US	<b>Seller Rep:</b> Signature on file	<b>Buyer Rep:</b> NEUMANN, ERIC Signature on file				
<b>Seller</b>	<b>Buyer</b>												
AUN LIMITED INC 4678 5TH AVE FL 2 BROOKLYN, NY 11220 US	VISION CUS CAR & STEREO LLC 2214 NOTTINGHAM WAY MERCERVILLE, NJ 08619 US												
<b>Seller Rep:</b> Signature on file	<b>Buyer Rep:</b> NEUMANN, ERIC Signature on file												
<b>Vehicle Information</b> 2005 Ford Excursion SUV White Four Wheel Drive 1FMSU41P15ED43793  Mileage: 151912 Miles 0  License Plate No:	<b>Sale Type</b> In-Line	<b>Auction Lights</b>  GREEN Buyer protection to conditions YELLOW Certain conditions announced prior to sale											
<b>Title Information</b> State: IN Number: 1		<b>Odometer Disclosure</b> Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Failure to complete or providing false information may result in fines and/or imprisonment.											
<b>Vehicle Features</b> 1 Cylinder Engine 1-Speed A/T	no omissions	Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that INX reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements & Notes below.  <b>Announcements &amp; Notes</b> STRUCTURAL EGR DELETE STRUCTURAL DAMAGE											

Seller agrees to sell the vehicle covered by this Bill of Sale to Buyer for the price noted herein.  
 Seller is the transferor of the vehicle and is responsible for all disclosures, including odometer and mileage.  
 Buyer must return a signed copy of the title front and back, including the odometer statement therein, to Seller or be subject to civil and criminal penalties. See 49 CFR § 580.5(f).  
 Manheim retains a purchase money security interest in the Vehicle and its title until good funds are received from the Buyer.  
 Seller and Buyer agree to the Manheim Terms and Conditions in effect at the time of the sale.  
 All terms and this Bill of Sale are subject to adjustments by Manheim. Please check your customer account at Manheim.com for most current version of this document.  
 This Bill of Sale is not an invoice. Please refer to Invoices in your account on Manheim.com.

Printed on: 25-Nov-2019 10:36:36

# EXHIBIT D

[Home](#)

[View Inventory](#)

[Financing](#)

[Vehicle Finder](#)

[About Us](#)

[Contact Us](#)

[View Inventory](#) » [All Cars](#) » [Ford](#) » [Excursion](#)

**Sold**

Internet Special

**\$9,995**

**2005 Ford Excursion Special Serv**



Miracle Autosport  
Eric Neumann  
609-587-1986

Name \*

Email \*

Phone \*

Question:



Year	2005	Mileage	151,915
Make	Ford	Interior	Med Flint Grey
Model	Excursion	Exterior	Oxford White
<b>ENGINE</b> 6.0L Turbo-Diesel V8 Power Stroke Engine <b>STOCK NUMBER</b> 3452		<b>VIN NUMBER</b> 1FMSU41P15ED43793	

[Click on a picture to view it larger](#) ▾

[Need Financing](#)



Vehicle Equipment      Description

**CALL ERIC OR MATT AT 609-587-1986 WITH QUESTIONS OR TO REQUEST A FACETIME WALK AROUND!**

**WE ARE TAKING A NEW APPROACH TO OUR ADS, RATHER THAN A LONG MULTI PARAGRAPH LISTING THAT MOST PEOPLE DON'T READ, I AM GOING TO POINT OUT THE HIGHLIGHTS AND CONDITION IN A LIST FORMAT. THE AD IS WRITTEN AFTER I TEST DRIVE EACH VEHICLE AND OUR SERVICE DEPARTMENT COMPLETES AN INSPECTION. IF THERE ARE ANY ADDITIONAL QUESTIONS FEEL FREE TO GIVE US A CALL!**

**VEHICLE HIGHLIGHTS:**

- 2 Owner, Clean Carfax!
- Very Nice Truck!!!
- 3rd row, rear ac, 4x4
- Has the EGR deleted for better reliability
- Good Set of Tires
- Runs and Drives amazingly
- CARFAX VALUE OF OVER \$16000!!!!!!
- Aluminum wheels / captains chairs up front / seating for 8
- Straight body and a extremely clean interior, no smoke smell
- You can see from the pictures how great the exterior condition is, as well as the interior but there is rust underneath. We have priced the truck accordingly.

All advertised prices exclude government fees and taxes, any finance charges, any dealer document preparation charge, and any emission testing charge. The price for listed vehicles as equipped does not include charges such as: License, Title, Registration Fees, State or Local Taxes, Dealer Prep, Smog Fees, Credit Investigation, Optional Credit Insurance, Physical Damage or Liability Insurance, or Delivery Fees. DEALER makes no representations, expressed or implied, to any actual or prospective purchaser or owner of this vehicle as to the existence, ownership, accuracy, description or condition of the listed vehicle's equipment, accessories, price, specials or any warranties. Any and all differences must be addressed prior to the sale of this vehicle. Your actual mileage will vary depending on how you drive and maintain your vehicle.

[current inventory](#) | [about us](#) | [financing](#) | [contact us](#)  
 Copyright © Miracle Autosport. All Rights Reserved.

Website by DealerSocket

# **EXHIBIT E**

# Retail Installment Contract and Security Agreement

Seller Name and Address Vision Custom Car & Stereo LLC 2214 Nottingham Way Mercerville, NJ 08619	Buyer(s) Name(s) and Address(es) JOSH L HALL 324 S WESTERN AV WINCHESTER, IN 47394	Summary No. <u>App# 49104070 - V# 4</u> Date <u>2/25/2019</u>
---	---	---

Business, commercial or agricultural purpose Contract.

## Truth-in-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
13.99 %	\$ 2428.42	\$ 7622.30	\$ 10050.72	\$ 3750.00
				\$ 13800.72

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
48	\$ 209.39	Monthly, Beginning 04/11/19

Security. You are giving us a security interest in the Property purchased.

Late Charge. If a payment is more than 10 days late, you will be charged 5% of the unpaid amount of the payment due, except that if the Property is primarily for personal, family, or household use and the cash price is \$10,000 or less the charge for late payment will be \$10.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2005	Ford	Excursion	SUV	1FMSU41P15ED43793	151915
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo		Other:			

## Description of Trade-In

## Conditional Delivery

Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies:

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

## Sales Agreement

Payment. You promise to pay us the principal amount of \$ 7622.30 plus the time price differential accruing on the unpaid balance at the rate of 13.99 % per year from the date of this Contract until maturity. After maturity, or after you default and we demand payment, we will earn the time price differential on the unpaid balance at 13.99 % per year. Time price differential accrues on a 365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-in-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

[This area intentionally left blank.]

## Itemization of Amount Financed

a. Cash Price of Vehicle	\$	<u>9995.00</u>
b. Trade-In allowance	\$	<u>N/A</u>
c. Less: Amount owing, paid to (includes f):	\$	<u>N/A</u>
d. Net Trade-In (b-c; If negative, enter \$0 here and enter the amount on line f)	\$	<u>N/A</u>
e. Cash payment	\$	<u>3750.00</u>
f. Manufacturer's rebate	\$	<u>N/A</u>
g. Other down payment (describe)	\$	<u>N/A</u>
h. Down Payment (d+e+f+g)	\$	<u>3750.00</u>
i. Adjusted Cash Price (a-h)	\$	<u>6245.00</u>
j. Sales Tax (reduced as required due to value of like trade-in)	\$	<u>727.30</u>
k. Unpaid balance of Cash Price (i+j)	\$	<u>6972.30</u>
l. Financed trade-in balance (see line d)	\$	<u>N/A</u>
m. Paid to public officials - filing fees	\$	<u>255.00</u>
n. Paid to public officials - supplemental title fee	\$	<u>N/A</u>
o. Paid to public officials - other than filing fee	\$	<u>N/A</u>
p. Insurance premiums paid to insurance company(ies)	\$	<u>N/A</u>
q. Service Contract, paid to:	\$	<u>N/A</u>
r. _____	\$	_____
s. _____	\$	_____
t. _____	\$	_____
u. _____	\$	_____
v. Total Documentary Fee	\$	<u>395.00</u>
w. _____	\$	<u>N/A</u>
x. _____	\$	<u>N/A</u>
y. _____	\$	<u>N/A</u>
z. Total Other Charges/Amts Paid (l thru y)	\$	<u>650.00</u>
aa. Principal Balance (k+z)	\$	<u>7622.30</u>
bb. Time Price Differential	\$	<u>2428.42</u>
cc. Time Balance (aa+bb)	\$	<u>10050.72</u>
dd. Prepaid Finance Charge	\$	<u>N/A</u>
ee. Amount Financed (k+z-dd)	\$	<u>7622.30</u>
ff. Time Sale Price (h+cc)	\$	<u>13800.72</u>

We may retain or receive a portion of any amounts paid to others.

## Insurance Disclosures

**Credit Insurance.** Credit life insurance pays all or part of the amount you owe under this Contract if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability pays all or part of the payments due under this Contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. See the policies or certificates from the named insurance companies for the details of the coverage these types of insurance provide, and for other terms and conditions. Credit life and credit disability (accident and health) are not required to

obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

Single  Joint  None

Premium \$ N/A Term \_\_\_\_\_

Insured \_\_\_\_\_

Credit Disability

Single  Joint  None

Premium \$ N/A Term \_\_\_\_\_

Insured \_\_\_\_\_

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

N/A

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

N/A

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

N/A

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

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for 0 months of coverage.

This premium is calculated as follows:

\$ N/A Deductible, Collision Cov. \$ N/A

\$ N/A Deductible, Comp. Cov. \$ N/A

Fire-Theft and Combined Additional Cov. \$ N/A

\_\_\_\_\_ \$ N/A

**THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

Single-Interest Insurance. You must purchase single-Interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for \_\_\_\_\_ of coverage.

**Rejection of Arbitration**

Checking the following box will not affect the terms under which we will finance and sell the Property or any of the terms of this Contract, except that the arbitration provision will not be a part of this Contract:

You reject the arbitration provision of this Contract.

**Additional Protections**

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Service Contract

Term \_\_\_\_\_

Price \$ N/A

Coverage \_\_\_\_\_

Gap Waiver or Gap Coverage

Term \_\_\_\_\_

Price \$ N/A

Coverage \_\_\_\_\_

\_\_\_\_\_

Term \_\_\_\_\_

Price \$ N/A

Coverage \_\_\_\_\_

Josh L Hall 2/25/2019  
By: JOSH CHALL Date

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

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

**Additional Terms of the Sales Agreement**

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the

Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

**Purchase of Property.** You agree to purchase the Property from us, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the *Description of Property* section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

**General Terms.** The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any time price differential or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a time price differential or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

**Prepayment.** You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

**Returned Payment Charge.** If you make any payment required by this Contract that is returned uncollected due to insufficient funds in your account, you agree to pay a fee of \$20.

**Governing Law and Interpretation.** This Contract is governed by the law of New Jersey and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

**Name and Location.** Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

**Telephone Monitoring and Calling.** From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

**Default.** You will be in default on this Contract (except as prohibited by law) if you fail to perform any obligation that you have undertaken in this Contract.

If the Property is primarily for personal, family, or household use, and the cash price is \$10,000 or less, if you default you agree to pay

attorneys' fees of 20% of the first \$500 and 10% on any excess of the amount due and payable under this Contract, if referred for collection to an attorney not a salaried employee of ours. For other transactions, if we hire an attorney who is not a salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs the law permits.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

**Remedies.** If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, time price differential and all other agreed charges.
- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn the time price differential from the date we pay it at the contract rate described in the *Payment* section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- We may, as allowed by law, sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

**Obligations Independent.** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

## Security Agreement

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. This amount will earn the time price differential from the date paid at the contract rate described in the *Payment* section until paid in full.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

## Arbitration Provision

**Arbitration Provision.** PLEASE READ CAREFULLY! By agreeing to this arbitration provision you are giving up your right to go to court for claims and disputes arising from this Contract:

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION, AND NOT BY A COURT OR BY JURY TRIAL.
- YOU GIVE UP ANY RIGHT THAT YOU MAY HAVE TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION AGAINST US IF A DISPUTE IS ARBITRATED.
- IN ARBITRATION, DISCOVERY AND RIGHTS TO APPEAL ARE GENERALLY MORE LIMITED THAN IN A JUDICIAL PROCEEDING, AND OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE.

You or we (including any assignee) may elect to resolve any Claim by neutral, binding arbitration and not by a court action. "Claim" means any claim, dispute or controversy between you and us or our employees, agents, successors, assigns or affiliates arising from or relating to:

1. the credit application;
2. the purchase of the Property;
3. the condition of the Property;
4. this Contract;
5. any insurance, maintenance, service or other contracts you purchased in connection with this Contract; or
6. any related transaction, occurrence or relationship.

This includes any Claim based on common or constitutional law, contract, tort, statute, regulation, or other ground. To the extent allowed by law, the validity, scope, and interpretation of this arbitration provision are to be decided by neutral, binding arbitration.

If either party elects to resolve a Claim through arbitration, you and we agree that no trial by jury or other judicial proceeding will take place. Rather, the Claim will be arbitrated on an individual basis, and not on a class or representative basis.

The party electing arbitration may choose any of the following arbitration organizations and its applicable rules, provided it is willing and able to handle the arbitration: American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019 ([www.adr.org](http://www.adr.org)); JAMS, 1920 Main Street, Suite 300, Irvine CA 92614 ([www.jamsadr.com](http://www.jamsadr.com)); or National Arbitration and Mediation (NAM), 990 Stewart Ave., Garden City, NY 11530 ([www.namadr.com](http://www.namadr.com)). You may get a copy of the applicable rules of these organizations by contacting them or visiting their websites. If the chosen arbitration organization's rules conflict with this arbitration provision, then the terms of this arbitration provision will govern the Claim. If none of these arbitration organizations is willing or able to handle the arbitration, the arbitrator can be selected pursuant to 9 U.S.C. Sections 5 and 6.

The arbitration hearing will be carried out in the federal district where you reside, unless you and we otherwise agree. Or, if you and we consent, the arbitration hearing can be by telephone. In connection with any arbitration, if you so request, we shall advance your filing, administration, service or case management fee, and your arbitrator or hearing fee, up to a total of \$2,500.00. Unless the arbitrator awards them to a party, each party is responsible for the fees of its attorneys, experts, witnesses, and any other fees or costs, including any amount we have advanced.



PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

## New Jersey Office of the Attorney General

Division of Consumer Affairs  
Office of Consumer Protection  
124 Halsey Street, 7<sup>th</sup> Floor, Newark NJ



GURBIR S. GREWAL  
Attorney General

PAUL R. RODRIGUEZ  
Acting Director

July 6, 2020

**Mailing Address:**  
P.O. Box 45025  
Newark, NJ 07101  
(973) 504-6200

### VIA HAND DELIVERY

Vitale Motors, LLC  
2030 Route 35  
South Amboy, New Jersey 08879  
Attention: Ron Vitale, General Manager

### NOTICE OF VIOLATION AND OFFER OF SETTLEMENT

Dear Mr. Vitale:

The New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") is charged with enforcement of the New Jersey Consumer Fraud Act, **N.J.S.A. 56:8-1 to -210** ("CFA"). The Division has conducted an investigation of Vitale Motors, LLC ("You," or "Your," "Yourself," or "I"), located at 2030 Route 35, South Amboy, New Jersey 08879, and has determined that you are in violation of the CFA.

The CFA specifically **N.J.S.A. 56:8-2**, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . . .

The Department of Environmental Protection Air Pollution Control Act Rules ("DEP Rules"), **N.J.A.C. 7:27-14.3(e)(2)**, forbid:

any person to cause, suffer, allow, or permit the sale or offer for sale of any diesel-powered motor vehicle with a certified configuration or motor vehicle engine with a certified configuration in which any element of design installed on such vehicle has been disconnected, detached, deactivated, or in any other way altered or modified from the design of the original vehicle manufacturer.

Among the vehicle alterations forbidden by the DEP Rules are physical alternations such as the removal of an emissions control device. Among the modifications forbidden by the DEP Rules are those that make the controls less effective or software modifications that involve installing or running aftermarket software programs designed to deactivate emissions controls without physically removing the controls.

As set forth in the attached Certification of Investigator Jared O'Cone, You have been found to have advertised, offered for sale and/or sold at least one diesel-powered motor vehicle with tampered emissions controls in violation of the DEP Rules. Each violation of the DEP Rules constitutes an unconscionable commercial practice and, as such, a separate violation of the CFA, **N.J.S.A. 56:8-2**, subjecting You to civil penalties pursuant to **N.J.S.A. 56:8-13**, as well as reimbursement of investigative costs and/or attorneys' fees, pursuant to **N.J.S.A. 56:8-11** and **N.J.S.A. 56:8-19**.

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED** and wish to avail Yourself of this opportunity to settle the Investigation, You should sign and return the **enclosed Answering Certification within fifteen (15) days from the date of this Notice** and agree to the following:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

**If the above-referenced payment is received by the Division, along with your signed Answering Certification, You need not do anything further.**

**IF YOU DO NOT CONTEST THE VIOLATIONS ALLEGED**, but want to present information to Division representatives about any mitigating circumstances in Your case that may persuade the Division to reduce the civil penalty, You may request an informal **Mitigation Conference**. If You request a **Mitigation Conference**, You will waive Your right to an **Administrative Hearing**. The **Mitigation Conference** date is **August 12, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator Jared O'Cone** ("Investigator O'Cone"), a representative of the Division. **You may be accompanied by an attorney**. Should You have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Cone**, who may be reached at **O'ConeJ@dca.njoag.gov** Alternatively, **You may send written documentation to the Division** concerning any mitigating circumstances that You believe may persuade the Division to reduce the civil penalty. **In order to elect either of these options, You must return the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. The Division will then review this material and respond to You.

**IF YOU CONTEST THE VIOLATIONS ALLEGED**, and do not wish to settle the matter consistent with the terms set forth above, **You may request a formal Administrative Hearing by returning the enclosed Answering Certification within fifteen (15) days from the date of this Notice**. In that event, this **Notice** will serve as notice of the violations against You. You should be aware that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes

and regulations have been proven, order civil penalties and remedies other than the settlement offer above. **Specifically, You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; and pay investigative costs and attorneys' fees to the Division, pursuant to N.J.S.A. 56:8-11 and 56:8-19.**

Before a determination is made with regard to whether an **Administrative Hearing** will be conducted before the Director of the Division or referred to the Office of Administrative Law, a **Pre-Hearing Conference** will be held. If you request an **Administrative Hearing**, your **Pre-Hearing Conference** will be scheduled **on August 12, 2020, at 11:30 AM at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102**, with **Investigator O'Conne**, a representative of the Division. **You may be accompanied by an attorney.** Should you have any questions regarding this procedure, or seek an adjournment of this date, please contact **Investigator O'Conne**, who may be reached at **O'ConneJ@dca.njoag.gov**. **Your attendance at this Pre-Hearing Conference is mandatory.** Any failure to appear without a satisfactory explanation may result in an order barring you from raising certain defenses at the **Administrative Hearing**, pursuant to **N.J.A.C. 1:1-14.4**.

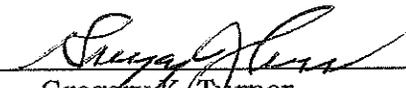
The purpose of this **Pre-Hearing Conference** is to discuss the issues in this matter and the defenses which You may wish to raise. You should be prepared to discuss the evidence You will propose to offer at the **Administrative Hearing**. It may be helpful if You bring to the **Pre-Hearing Conference** a copy of any documentation that supports Your position. If the Division determines that there are no material facts in dispute, You will have an opportunity to submit legal arguments and any documentation that may be relevant to the ultimate disposition of this matter. If there are material facts in dispute, an **Administrative Hearing** will be scheduled. During the **Administrative Hearing**, You, either personally or with the assistance of an attorney, will have an opportunity to respond to the alleged violations and submit evidence and present testimony as may be necessary for the Division to make a final determination. **Pursuant to N.J.A.C. 1:1-5.1, and except as provided by N.J.A.C. 1:1-5.4, a corporation must be represented by an attorney.**

**IF YOU FAIL TO RESPOND to this Notice within fifteen (15) days of the date of this Notice, the settlement offer will be withdrawn, You will be deemed in default and the allegations against You will be deemed uncontested.** Thereafter, this **Notice** and the underlying proofs may be reviewed by the Director of the Division, and a **Final Decision and Order on Default ("Order")** will be issued, and **You may be ordered to: pay civil penalties in an amount up to \$10,000 for the first violation and up to \$20,000 for the second violation and each subsequent violation pursuant to N.J.S.A. 56:8-13; pay Consumer restitution pursuant to N.J.S.A. 56:8-15; and pay investigative costs and attorneys' fees to the Division pursuant to N.J.S.A. 56:8-11 and 56:8-19.** You will receive no further notice from the Division prior to issuance of an **Order**. Once an **Order** has been entered, Your failure to pay any civil penalties, restitution, attorneys' fees and/or investigative costs within the time allowed will result in the filing of a **Certificate of Debt**. **Any subsequent violation of an Order with a cease and desist provision may subject you to a penalty of up to \$25,000 per violation pursuant to N.J.S.A. 56:8-18.** Service of an **Order** will be deemed effective if sent by first-class mail and certified mail, return receipt requested, to Your

last known mailing address. **Vitale Motors, LLC**

Should You have any questions, please contact **Investigator O'Cone** at **O'ConeJ@dca.njoag.gov**.

New Jersey Division of Consumer Affairs  
Office of Consumer Protection

By:   
\_\_\_\_\_  
Gregory K. Turner  
Assistant Deputy of Enforcement

**ANSWERING CERTIFICATION**

(Vitale Motors, LLC)

I, \_\_\_\_\_, hereby acknowledge that I have read and reviewed the Notice, regarding alleged violations of the CFA, **N.J.S.A. 56:8-1 to -201.**

**PLEASE CHECK ONE OF THE OPTIONS BELOW:**

**(OPTION 1):**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and acknowledge the conduct that has been alleged and **agree** to:

1. Cease and desist from engaging in any practices in violation of the CFA and DEP Rules;
2. Pay a civil penalty in the amount of \$1,500.00.

I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. I am enclosing herewith a certified check, cashier's check, or money order in the sum of **\$1,500.00** made payable to the "New Jersey Division of Consumer Affairs," which I am mailing or delivering to: New Jersey Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, P.O. Box 45025, Newark, New Jersey 07101, ATTN: Van Mallett, Lead Investigator.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 2)**

\_\_\_\_\_ **I DO NOT CONTEST THE VIOLATIONS ALLEGED** and hereby waive any rights I may have to an **Administrative Hearing** in this matter in order to defend myself against any alleged violations, **BUT** I ask the Division to consider mitigating circumstances in my case before rendering its final decision.

\_\_\_\_ I request a **Mitigation Conference** to present information to Division representatives; I understand that the Mitigation Conference will be held on **August 12, 2020, at 11:30 AM, at 124 Halsey Street, 7<sup>th</sup> Floor, Newark, New Jersey 07102.** I am aware that I may be represented by an attorney at the **Mitigation Conference.**

\_\_\_\_ I am submitting **written documentation concerning mitigating circumstances;** I understand that the Division will consider this material before rendering a final decision.

I understand that, if, after considering the mitigation evidence presented, the Division is not persuaded that any reduction in the amounts set forth above and in the **Notice** is warranted or that any of the other terms or conditions should be modified, the following terms may be ordered and I will be obligated to:

1. Cease and desist from engaging in any practices in violation of the CFA and the DEP Rules; and
2. Pay a civil penalty in the amount of \$1,500.00.

If a modification in these terms is accepted by the Division, I will be notified of the amounts that I must pay. I am also aware that the action taken against me by the Division herein is a matter of public record, and that the **Notice** and this **Answering Certification** are public documents. Failure to comply may subject me to further enforcement proceedings and any failure to make a required payment will result in the filing of a **Certificate of Debt.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**(OPTION 3)**

\_\_\_\_\_ **I CONTEST THE VIOLATIONS ALLEGED** and request a formal **Administrative Hearing**. I understand that I am required to attend a **Pre-Hearing Conference** on **August 12, 2020, at 11:30 AM, at 124 Halsey Street, 7th Floor, Newark, New Jersey 07102**, at which the issues in this matter and the possibility of settlement will be discussed. I am aware that I may be represented by an attorney at the **Pre-Hearing Conference**.

If the Division and I agree upon any essential settlement terms at the **Pre-Hearing Conference**, I understand that:

1. These terms will be included in a document ("Pre-Hearing Settlement Sheet");
2. The Division representative and I will sign the Pre-Hearing Settlement Sheet and I will be bound by it; and
3. The Division will send me a **Consent Order** which will include all settlement terms that **I must sign and return along with any required payment to the Division within thirty (30) days of the date that the Division sends it to me.**

I further understand that if I fail to do so, the Division will present this matter to the Director of the Division based upon this Notice, and a **Final Decision and Order After Notice of Violation** will be issued. You will receive no further notice from the Division prior to the issuance of a Final Decision and Order after Notice of Violation.

If the Division and I do not agree upon settlement terms at the **Pre-Hearing Conference**, I will thereafter be advised of the time, date and place for the **Administrative Hearing** if a determination has been made that there are material facts in dispute. I am aware that I may be represented by an attorney at the **Administrative Hearing**. I am also aware that at the time of the **Administrative Hearing** I may offer testimony, documentation and legal arguments relevant to the alleged violations. **I understand that in making a final decision, the Director of the Division may, if violations of the above-referenced statutes and regulations have been proven, order payment of civil penalties, restitution, attorneys' fees and investigative costs exceeding the settlement offer in this Notice**, and may order such other remedies as deemed appropriate. I am also aware that this proceeding is a matter of public record and that the **Notice** and this **Answering Certification** are public documents.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SIGN NAME

Name: \_\_\_\_\_  
PRINT NAME

**Vitale Motors, LLC  
2030 Route 35  
South Amboy, New Jersey 08879**

**INVESTIGATIVE CERTIFICATION**

I, Jared O'Cone, being of full age, do hereby certify as follows:

1. I am employed as an Investigator by the Office of the Attorney General, Division of Consumer Affairs, Office of Consumer Protection ("Division"), located at 124 Halsey Street, Newark, New Jersey 07102, and have held that position at all times relevant to this Certification.
2. On October 9, 2019, the Division opened an investigation into vehicle emissions tampering with a focus on the sale of tampered diesel pickup trucks ("Emissions Tampering Investigation").
3. As part of the Emissions Tampering Investigation, on December 13, 2019, I served a Subpoena Duces Tecum ("Subpoena") on Vitale Motors, LLC ("Vitale Motors"). The Subpoena requested, among other things, all of Vitale Motors' advertising, sales and repair documents concerning a 2000 Dodge Ram 3500, with a vehicle identification number of 1B7MF3362VJ151882 ("2000 Dodge Ram 3500"). The Subpoena is attached as **Exhibit A**.
4. On December 26, 2019, Vitale Motors submitted documents in response to the Subpoena ("Vitale Motors' Document Production") including a Certificate of Compliance indicating that Vitale Motors had fully complied with the Subpoena which is attached as **Exhibit B**. I subsequently reviewed the Vitale Motors' Document Production.
5. Vitale Motors purchased the 2000 Dodge Ram 3500 on October 10, 2017, from Certified Auto Sales, Inc. through a Manheim Remarketing, Inc. ("Manheim") vehicle auction. The Manheim bill of sale, which is attached as **Exhibit C**, includes a notation that the 2000 Dodge Ram 3500 has "No Cats." Based on my experience investigating motor vehicle dealerships, this terminology is commonly understood to mean that the vehicle does not have a catalytic converter, which is an exhaust emissions control device.
6. Vitale Motors did not submit any repair documents, as requested in the Subpoena, indicating that the dealership repaired the 2000 Dodge Ram 3500's emissions system.
7. On November 18, 2017, Vitale Motors sold the 2000 Dodge Ram 3500 to Joseph MacDonald. The Buyer's Order, which is attached as **Exhibit D**, did not inform Mr. MacDonald that the vehicle did not have a catalytic converter.

8. The documents submitted with this Certification are true copies of the documents in possession of the Division. Certain of the above-referenced Exhibits contain personal identifying information. That information has been redacted.

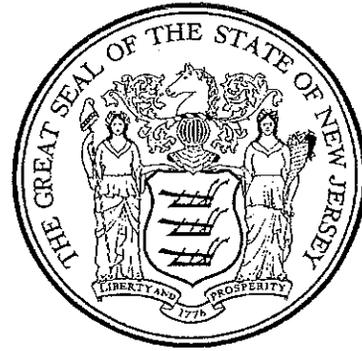
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: *July 6, 2020*  
Newark, New Jersey

  
\_\_\_\_\_  
JARED O'CONOR

# EXHIBIT A

**GURBIR S. GREWAL**  
**ATTORNEY GENERAL OF NEW JERSEY**  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for New Jersey Division of Consumer Affairs



By: **Jeffrey Koziar**  
**Deputy Attorney General**  
**(973) 648-7819**

**ADMINISTRATIVE ACTION**

**SUBPOENA DUCES TECUM**

**THE STATE OF NEW JERSEY to: Vitale Motors, LLC**  
**2030 Route 35**  
**South Amboy, New Jersey 08879**

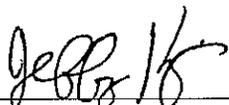
YOU ARE HEREBY COMMANDED to produce to the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division") through Jeffrey Koziar, Deputy Attorney General, at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, on or before **January 2, 2020** at 10:00 A.M., the following:

See Attached Schedule

In lieu of Your appearance, you may produce the documents and information identified in the attached Schedule on or before the return date at the address listed above by Certified Mail, Return Receipt Requested, addressed to the attention of Jeffrey Koziar, Deputy Attorney General, Consumer Fraud Prosecution Section. You may, at Your option and expense, provide certified, true copies in lieu of the original documents identified in the attached Schedule by completing and returning the Certification attached hereto.

Failure to comply with this Subpoena may render You liable for contempt of Court and such other penalties as provided by law. This Subpoena is issued pursuant to the authority of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., specifically N.J.S.A. 56:8-3 and 56:8-4.

Dated: 12/12/19



\_\_\_\_\_  
Jeffrey Koziar  
Deputy Attorney General

PROOF OF SERVICE

I, Brian Kern, being of full age, certify that on December 13,  
2019, at approximately, 8:50AM I served the within Subpoena on  
Tony (no last name given) at Vitalik Motors, by exhibiting the  
Subpoena to and leaving a true copy thereof with said individual.

I certify that the foregoing statements made by me are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

Dated: December 13, 2019



A handwritten signature in black ink, appearing to be 'BK', written over a horizontal line.

**CERTIFICATION OF TRUE COPY**

I certify that the copies of all documents produced in compliance with this Subpoena served upon \_\_\_\_\_ with the return date of January 2, 2020, are true copies of the original documents requested in the Schedule attached to the Subpoena.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title or Position

## CERTIFICATION OF COMPLIANCE

I \_\_\_\_\_, certify as follows:

1. I am employed by Vitale Motors in the position of \_\_\_\_\_;
2. Vitale Motors' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Vitale Motors' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Vitale Motors' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Vitale Motors' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (signature)

\_\_\_\_\_  
Name (print)

## SCHEDULE

### INSTRUCTIONS AND DEFINITIONS

#### **A. INSTRUCTIONS:**

1. This Request is directed to Vitale Motors, LLC (“Vitale Motors”) as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns or any other Person(s) acting or purporting to act on its behalf.

2. Unless otherwise specifically indicated, the period of time encompassed by this Request shall be December 1, 2016 to the date of Your response to this Subpoena.

3. Unless otherwise specifically indicated, capitalized terms are defined as set forth in the Definitions below.

4. You are reminded of Your obligations under law to preserve Documents and information relevant or potentially relevant to this Subpoena from destruction or loss, and of the consequences of, and penalties available for, spoliation of evidence. No agreement, written or otherwise, purporting to modify, limit or otherwise vary the terms of this Subpoena, shall be construed in any way to narrow, qualify, eliminate or otherwise diminish Your aforementioned preservation obligations. Nor shall You act, in reliance upon any such agreement or otherwise, in any manner inconsistent with Your preservation obligations under the law. No agreement purporting to modify, limit or otherwise vary Your preservation obligations under law shall be construed as in any way narrowing, qualifying, eliminating or otherwise diminishing such aforementioned preservation obligations, nor shall You act in reliance upon any such agreement, unless a Deputy Attorney General confirms or acknowledges such agreement in writing, or makes such agreement a matter of record in open court.

5. If there are no Documents responsive to any particular Subpoena request, You shall so certify in writing in the Certification of Compliance attached hereto, identifying the paragraph number(s) of the Subpoena request concerned.

6. If a Request requires the production of Documents the form and/or content of which has changed over the relevant period, identify the period of time during which each such Document was used and/or otherwise was in effect.

7. Unless otherwise specifically indicated, each and every Document produced shall be Bates-stamped or Bates-labeled or otherwise consecutively numbered and the Person making such production shall identify the corresponding Document Request Number[s] to which each Document or group of Documents responds.

8. Electronically Stored Information should be produced in the format specified in Exhibit A.

9. Regardless of whether a production is in electronic or paper format, each Document shall be produced in the same form, sequence, organization or other order or layout in which it was maintained before production, including production of any Document or other material indicating filing or other organization. Such production shall include any file folder, file jacket, cover or similar organization material, as well as any folder bearing any title or legend that contains no Document. Likewise, all Documents that are physically attached to each other in Your files shall remain so attached in any production; or if such production is electronic, shall be accompanied by notation or information sufficient to indicate clearly such physical attachment.

10. If one or more Documents or any portions thereof requested herein are withheld under a claim of privilege or otherwise, identify each Document or portion thereof as to which the objection is made, together with the following information:

- a. The Bates-stamp or Bates-label of the Document or portion thereof as to which the objection is made;
- b. Each author or maker of the Document;
- c. Each addressee or recipient of the Document or Person to whom its contents were disclosed or explained;
- d. The date thereof;
- e. The title or description of the general nature of the subject matter of the Document and the number of pages;
- f. The present location of the Document;
- g. Each Person who has possession, custody or control of the Document;
- h. The legal ground for withholding or redacting the Document; and
- i. If the legal ground is attorney-client privilege, You shall indicate the name of the attorney(s) whose legal advice is sought or provided in the Document.

11. In the event that any Document which would have been responsive to this Request has been destroyed or discarded, identify that Document and also include:

- a. The date of the Document's destruction or discard;
- b. The reason for the destruction or discard; and
- c. The Persons authorizing and/or carrying out such destruction or discard.

12. A copy of the Certification of Compliance provided herewith shall be completed and executed by all natural persons supervising or participating in compliance with this Subpoena, and You shall submit such Certification(s) of Compliance with Your response to this Subpoena.

13. In a schedule attached to the Certification of Compliance provided herewith, You shall Identify the natural person(s) who prepared or assembled any productions or responses to this Subpoena. You shall further Identify the natural person(s) under whose personal supervision the preparation and assembly of productions and responses to this Subpoena occurred. You shall further Identify all other natural person(s) able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be.

**B. DEFINITIONS:**

1. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) and/or N.J.A.C. 13:45A-26A.3. This definition applies to other forms of the word "Advertisement" Including "Advertise" and "Advertised."

2. "Any" includes "all" and vice versa.

3. "Concerning" means relating to, pertaining to, referring to, describing, evidencing or constituting.

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

5. "Correspondence" means any Document intended to transmit information Including letters, memoranda, electronic mail, faxes, "instant messages", "text messages", voice mail messages and handwritten and other notes.

6. "Document" Includes all writings, word processing documents, and records saved as a .pdf, spreadsheets, charts, presentations, graphics/drawings, images, emails and any attachments, instant messages, text messages, phone records, websites, audio files and any other Electronically Stored Information. Documents Include originals and non-identical duplicates. If a printout of an electronic record is a non-identical copy of the electronic version (for example, because the printout has a signature, handwritten notation, or other mark or attachment not included in the computer document), both the electronic version in which the Document was created and the non-identical original Document must be produced.

7. "Electronically Stored Information" or "ESI" means electronically stored information, Including all Documents maintained in electronic format.

8. "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."

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

10. "NJMVC" refers to the New Jersey Motor Vehicle Commission.
11. "Person[s]" shall be defined in accordance with N.J.S.A. 56:8-1(d).
12. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).
13. "Vitale Motors" means Vitale Motors, LLC, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, attorneys, corporations, subsidiaries, affiliates, successors, assigns, or any Person acting or purporting to act on its behalf.
14. "You" and "Your" mean Vitale Motors, LLC.
15. As used herein, the terms "all" and "each" shall be construed as all and each.
16. As used herein, the conjunctions "and" and "or" shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of this Request. References to the singular include the plural and references to the plural include the singular.

## DOCUMENT REQUESTS

1. For the Motor Vehicles identified on "Schedule A" below, produce the following Documents within the care, custody, and/or control of Vitale Motors:

- (a) Motor Vehicle Advertisements;
- (b) Any and all Documentation relating to the purchase of the Motor Vehicles at auctions, Including those administered by Manheim Remarketing, Inc.;
- (c) Retail buyers' orders;
- (d) Consumer credit applications;
- (e) Factory invoices;
- (f) Finance contracts;
- (g) Worksheets of all salespersons and/or sales managers;
- (h) Proof of payments made by You to the NJMVC for registrations and titles;
- (i) Proof of payment of taxes by You to the New Jersey Division of Taxation for each Motor Vehicle sold;
- (j) Correspondence;
- (k) Repair or body work to the Motor Vehicle;
- (l) Origin of the Motor Vehicle; and
- (m) Rebates issued.

2. Records/details of any suspension(s)/revocation(s) of your used motor vehicle dealer's license between 2016 and today, including:

- (a) Dates during which Your license was suspended;
- (b) Reason(s) for suspension and/or revocation;
- (c) Date(s) on which Your license was reinstated; and
- (d) Fine(s) paid and/or any and all remedies made in order to reinstate Your license;

Schedule A

Year/Make/ Model	VIN
2000 Dodge Ram 3500	1B7MF3362VJ151882

# EXHIBIT A



*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF LAW

## **Guidelines for the Production of Electronically Stored Information**

These guidelines outline the technical requirements for producing scanned paper collections, email, and other electronically stored information (ESI) to the Division of Law (NJ DOL) in the New Jersey Attorney General's Office (NJ OAG), where the production will be loaded to *Relativity* software to search, review and retrieve documents. These guidelines are intended for use by a knowledgeable party that is familiar with the technical aspects of ESI including document storage, organization, and format issues. Any proposed production in a format other than those identified below must be discussed with and approved by the NJ OAG.

### **I. General Instructions**

1. A cover letter should be included with each production. The cover letter should list each piece of media (hard drive, thumb drive, DVD or CD) included in the production along with the Bates range.
2. Documents created or stored electronically **MUST** be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR), not printed to paper or .PDF files.
3. Data can be produced on CD, DVD, hard drive, or other removable media. Use the media requiring the least number of deliverables.
4. Each piece of media should be "self-contained," for example, if 5 CDs are provided, each must have its own associated load file. CD or other media can be separated over time and this practice ensures IT's ability to reload any particular piece of media at any time.
5. Label all media (printed not handwritten) with the following:
  - a. Case number
  - b. Production date
  - c. Bates range
  - d. Disk number (1 of X), if applicable

6. For a given project, all load files should use the same field names, ordering and structure as the first delivery.
7. Ensure there are no truncated file or folder names in your production. These would be indicated by a tilde ~. (E.g. AAA000~1.TIF).
8. When reviewing your load file, missing or empty folders indicate a potential problem. If your image folder contains subfolders 012, 013 and 015, your first question should be what happened to 001-011 and 014.
9. Organize productions by custodian, unless otherwise instructed. All documents from an individual custodian should be confined to a single load file.
10. All productions should be checked and produced free of computer viruses or other malware.
11. Passwords for documents, files, compressed archives and encrypted media should be provided separately either via email or in a separate cover letter from the custodian.

## **II. Delivery Formats**

Subpart A of this section sets forth the standard production format. Under limited circumstances, it may not be possible to produce ESI in that preferred format. Under those circumstances, and with prior approval of the NJ OAG, .PDF files and Email native files may be produced in the formats provided in subparts B. and C. of this section, respectively.

### **A. Production Format**

All scanned paper, email and native file collections should be converted or processed to TIFF files, Bates numbered, and include fully searchable text (OCR). Most document productions will contain the elements listed below:

- Folder labeled IMAGES**
- Folder labeled DATA**
- Folder labeled TEXT**
- Folder labeled NATIVES**

#### **1. Bates Numbering**

The Bates number must be a unique, consistently formatted identifier consisting of an alpha prefix along with a fixed length number for each custodian, e.g., "ABC0000001". This format must remain consistent across all production numbers. The number of digits in the numeric portion of the format should not change in subsequent productions, nor should spaces, hyphens, or other separators be added or deleted. Avoid Bates prefixes containing characters other than A through Z.

#### **2. Images**

**a. Generally**

1. Black and White images should be single-page, Group IV TIFS (1 bit), and scanned at 200-300 DPI (Presentation software such as PowerPoint, AUTOCAD images and Spreadsheet images are exceptions please see step 4 below.) Color images should be single-page JPGS.
2. File names cannot contain embedded spaces.
3. The number of TIFF files per folder should not exceed 1000 files.
4. Rendering PowerPoint, AUTOCAD images and Excel files to images:
  - i. PowerPoint: All pages of the file should be scanned in full slide image format, with any speaker notes following the appropriate slide image.
  - ii. AUTOCAD images: If possible, files should be scanned to single page JPEG (.JPG) file format. Color images can be discussed on a case by case basis.
  - iii. Excel: A placeholder image, named by the *IMAGEID* of the file, may be used.

**b. Image Cross-Reference File**

The image cross-reference file is needed to link the images to the database. It is a comma-delimited file consisting of seven fields per line. There must be a line in the cross-reference file for every image in the database. The format is as follows:

ImageID, VolumeLabel, ImageFilePath, DocumentBreak, FolderBreak, BoxBreak, PageCount

ImageID: The unique designation that is used to identify an image.  
*Note:* This ImageID key must be a unique and fixed length number. This number will be used in the .DAT file as the ImageID field that links the database to the images. The format of this image key must be consistent across all productions. It is recommended that the format be a 7 digit number to allow for the possible increase in the size of a production.

VolumeLabel: Optional, but names for volumes should not be longer than eight characters, with a suffix not wider than three characters.

ImageFilePath: The full path to the image file.

DocumentBreak: The letter "Y" denotes the first page of a document. If this field is blank, then the page is not the first page of a document.

FolderBreak: Leave empty

BoxBreak: Leave empty

PageCount: Optional

**Sample IMAGE Load file** (Often referred to as Opticon or .OPT file)....

```
IMG0000001,IMG01,E:\IMAGES\001\IMG0000001.TIF,Y,,,3
IMG0000002,IMG01,E:\IMAGES\001\IMG0000002.TIF,,,,
IMG0000003,IMG01,E:\IMAGES\001\IMG0000003.TIF,,,,
IMG0000004,IMG01,E:\IMAGES\001\IMG0000004.TIF,Y,,,2
IMG0000005,IMG01,E:\IMAGES\001\IMG0000005.TIF,Y,,,,
```

The fields are, from left to right:

- Field One – (IMG0000001) – page identifier
- Field Two – (IMG01) – the volume identifier not required
- Field Three – (E:\IMAGES\001\IMG0000001.TIF) – a path to the image to be loaded
- Field Four – (Y) – Document marker – a “Y” indicates the start of a unique document
- Field Five – (blank) – can be used to indicate a folder
- Field Six – (blank) – can be used to indicate box
- Field Seven – (3) – used to store page count

*Note:* Only images belong in the Opticon load file. If OCR files are included in the same folder as the images, errors will occur when retrieving the images.

### 3. DATA Load File (.DAT file)

The data file (.DAT) contains all the fielded information that will be loaded into the database. Data can be delivered utilizing standard delimited files for coded data (.DAT) and .TXT files for OCR data. The data file (.DAT) contains all of the fielded information that will be loaded into the database:

1. The first line of the .DAT file must be a header row identifying the field names.
2. The best practice is to use the following standard delimiters in the .DAT file:

The following chart represents the most common delimiter characters used in Relativity, along with its decimal equivalent. If the source program you are importing from uses a different font, it can change the symbolic representation of the delimiters. If this happens, match the delimiter characters with the decimal equivalents instead of relying on the displayed symbol. Using the decimal equivalents will always result in a correct delimiter match. For a complete list of delimited characters you may reference the following link.

[https://help.relativity.com/9.7/Content/Relativity/Relativity\\_Desktop\\_Client/Importing/Load\\_file\\_specifications.htm](https://help.relativity.com/9.7/Content/Relativity/Relativity_Desktop_Client/Importing/Load_file_specifications.htm)

Delimiter Name	Symbol	Decimal Equivalent
Comma	,	044
Paragraph	¶	020
Quote	”	254
Newline	®	174
semi-colon	;	059

3. Date fields should be provided in the format: mm/dd/yyyy
  - a. E.g. "01/01/2004" and not "01/01/2004 12:01:01PM"
4. Date and time fields must be two separate fields
5. All attachments should sequentially follow the parent document/email. Parent Email and attachment document families should be kept intact.
6. All metadata associated with email, audio files, and native electronic document collections should be produced.
7. The .DAT file for scanned paper collections must contain, at a minimum, the following fields:
  - 1) BEGBATES: Beginning Bates number
  - 2) ENDBATES: Ending Bates number
  - 3) IMAGEID: Image Key field
  - 4) CUSTODIAN: Individual from whom the document originated
8. The .DAT file should NOT include document text.
9. For all non-redacted documents, please include the General Metadata fields for all files and respective metadata fields for emails and electronic documents (e.g., MS Word, MS Excel, etc.) where available using industry standard techniques. With respect to redacted documents, some metadata may be withheld as needed to preserve privileges.
10. Spaces and returns must match the original text. No odd characters, such as a semi-colon, should appear in lieu of a soft-return or a space.
11. Fields provided in a .DAT file may include the following:

GENERAL Metadata	Definition	Field Name
BEG BATES	The start bates of the document	Bates Beg
END BATES	The end bates of the document	Bates End
BEG ATTACH	start bates of attachment	Bates Beg Attach
END ATTACH	The end bates of attachment	Bates End Attach
Page Count	Number of pages	Pages
Custodian	The name of the original custodian of the file	Custodian
File extension	The extension of the file	File Extension
Confidential	Value	Confidential
Email type	Defines if a message file is an email or attachment	Record Type
Email Attachment	Defines if email has an attachment	Email Has Attachment
File path	The address where the file resides on the electronic media	Source Path
File Size	The amount of space the file takes up on the electronic	File Size
MD5Hash	The MD5 Hash for the original file	MD5 Hash
Native File Link	Relative path of submitted native files	Native File

Email Metadata	Definition	Field Name
FROM	The person who authored the email	Email From
TO	Recipient(s) of the email	Email To
COPIED	Person(s) copied on the email	Email CC
BCC	Person(s) blind copied on the email	Email BCC

Date Sent	Date the email was sent expressed usually Eastern Standard Time if in US	Email Sent Date
Time Sent	Time the email was sent expressed usually Eastern Standard Time if in US	Email Sent Time
Time Zone	The time zone in which the emails were standardized	Time Zone Field
Date Received	Date Received Date received in EST	Email Received Date
Time Received	Time Received Date received in EST	Email Received Time
Subject	Subject line of email	Email Subject
Attachment Count	Number of attachments	Number of Attachments
INTFILEPATH	Original location of email including original file name	Email Folder Path
INTMSGID	Unique Message ID	Message ID

EDocs Metadata	Definition	Field Name
Author	The person who authored the document	Author
Date Created	Date the document was created	Created Date
Time Created	Time the document was created	Created Time
Date Last Modified	Date the file was last changed/saved	Last Modified Date
Time Last Modified	Time the file was last changed/saved	Last Modified Time
Printed Date	Date that the file was last printed	Last Printed Date
Title	Title of the document	Title
Extracted Text/OCR Path	Path to extracted text of the native file	Extracted Text
Path	Path where native file document was stored including	File Path

12. No more than one document per database record. The database and load files should be sorted sequentially by Bates number. Relativity displays records in the same order they are loaded.

#### 4. Text

Searchable text of the entire document must be provided for every record, at the document level. For redacted documents, provide the full text for the redacted version. Delivery should be as follows:

1. The text should be delivered as multi-page ASCII text files with the files named the same as the ImageID field.
2. Text files must be placed in a separate folder labeled TEXT.
3. The number of files per folder should be limited to 1000 files.
4. Note:
  - a. DO NOT include the searchable text in the same folder as the IMAGES folder.
  - b. DO NOT include searchable text in the .DAT file.

#### 5. Native Files

Copies of original email and native file documents/attachments must be included for all electronic productions.

1. Native files must be named with the same naming convention associated with its associated files in the production:

EXAMPLE:

NJOAG0012345 – beginning bates number from the load file.  
NJOAG0012345.tif – associated image file  
NJOAG0012345.txt – associated text file  
NJOAG0012345.xls – associated native Excel spreadsheet.

2. The full path of the native file must be provided in the .DAT file for the LINK field.
3. The number of native files per folder should not exceed 1000 files.
4. These files should be located in a folder named NATIVE.

**B. .PDF File Production**

Production in this format requires prior approval from the NJ OAG.

1. When approved, .PDF files may be produced in native file format.
2. .PDF files should be produced in separate folders.
3. All .PDFs must be unitized at the document level, i.e. each .PDF should represent a distinct document; a single .PDF file cannot contain multiple documents.
4. All .PDF files must contain embedded text that includes all discernable words within the document, not selected text only. This requires all layers of the .PDF to be flattened first.
5. If .PDF files are Bates endorsed, the .PDF files must be named by the Bates range.

**C. Email Native File Production**

Production in this format requires prior approval from the NJ OAG. When approved, Outlook (e.g., .PST) email files may be produced in native file format. A separate folder should be provided for each custodian.

# EXHIBIT B

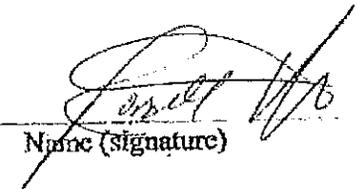
CERTIFICATION OF COMPLIANCE

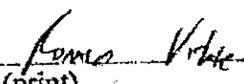
I Robert Vitale \_\_\_\_\_, certify as follows:

1. I am employed by Vitale Motors in the position of General Manager.
2. Vitale Motors' productions and responses to the Subpoena of the Attorney General of the State of New Jersey, dated December 12, 2019, (the "Subpoena") were prepared and assembled under my personal supervision;
3. I made or caused to be made a diligent, complete and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
4. Vitale Motors' productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
5. No Documents or information responsive to the Subpoena have been withheld from Vitale Motors' productions and responses, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
6. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
7. The Documents contained in Vitale Motors' productions and responses to the Subpoena are authentic, genuine and what they purport to be;
8. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able completely to testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any Documents produced are authentic, genuine and what they purport to be; and
9. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12.26.19

  
Name (signature)

  
Name (print)

# EXHIBIT C

MANHEIM FIELD OFFICE  
 750 RTE 68 PO BOX 188  
 BRIDGEWATER, NJ 08905  
 A BUREAU OF: COX AUTOMOTIVE, INC. SR-100035  
 REG. MEDICAL TRANS. USED VEHICLE IN# NO. 009  
 (609) 293-3400 FAX (609) 293-4489

BID# 1676 2017-042-200530  
 PURCHASER: RICHARD L. EY

11:49:15 20-0530  
 10/18/2017

YEAR	MAKE	MODEL/SUB SERIES	BODY	COLOR	ENG. INT.	INT. P.	TRNPS	PB	ACH	EWES	TOP	CC	EL	EX	TL	SRS	SI	BD
2000	DODGE	RAM 3500	4X4	SILVER														

ANV COND:  
 IND CAT

SCREEN : GUARTEE! YELLOW:CAUTION IPOL 7 IPOL 141F1 IDECI INI  
 IPOL IPOL IPOL IPOL

WE BUYER OF OUR STATE OF MICHIGAN ORDERED SIGNATURE HEREBY AGREES TO PAY  
 THE AMOUNT LISTED AS PRICE FOR THE VEHICLE DESCRIBED IN THIS DOCUMENT AND TO  
 THE TERMS AND RULES OF THE ABOVE NAMED AUCTION AND SUBJECT TO  
 AGREEMENT ON REVERSE SIDE

RELEASEE  
 5272899 1 1025  
 VITALE MOTORS LLC  
 2030 RT 35  
 RD 09070  
 07330 925-1040  
 RENELO J VITALE

PRINTED PURCHASER'S NAME (BUYER)  
 X  
 PURCHASER'S SIGNATURE (BUYER)  
 X

AUCTION ASSUMES NO RESPONSIBILITY FOR GUARANTEES  
 THE ACCURACY OF THE ODOMETER READING  
 DOCUMENT NOT VALID FOR EXPORT



Manheim  
 A RECEIPT OF PAYMENT

5241405 4970827  
 CERTIFIED AUTO SALES INC  
 909 N BROADWAY  
 NORTH MASSAPELMA, NY 11758

ODOMETER DISCLOSURE STATEMENT Section 590.5, requiring that  
 FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRE THE  
 MILEAGE OF AN ODOMETER TO BE ACCURATE TO WITHIN ONE  
 HUNDRED MILES AT THE TIME OF SALE. THE BUYER SHALL BE  
 PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
 (1) I hereby certify to the best of my knowledge the odometer reading  
 reflects the amount of mileage in excess of its mechanical limits.  
 (2) I hereby certify that the odometer reading is NOT the actual mileage  
 -WARNING- ODOMETER DISCREPANCY

CERTIFIED AUTO SALES INC  
 946 779

STATE THAT THE ODOMETER NOW READS  
 MILES (NOTENTS) AND TO THE BEST OF MY  
 KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE  
 DESCRIBED HEREIN, UNLESS NOTED DIFFERENTLY ABOVE.  
 For vehicle received, transfer, sell, assign or transfer, the vehicle described on this document  
 to the purchaser named on left.

TRANSFEROR'S SIGNATURE (SELLER)  
 X

PRINTED NAME OF (SELLER)

BUYER PLEASE CHECK ONE  
 CLEAN  ROUGH  AVERAGE  
 (1) (2) (3)  
**NOTICE:**  
 • Do not tie purchase or finance  
 without verification of title.  
 • Auction retains security interest in  
 vehicle until good funds received.

SELLING  
 BUYER'S 17,700.00  
 FEE 400.00

BUYER'S 17,700.00  
 FEE 400.00  
 TOTAL 18,100.00  
 BUYER'S 18,100.00

# EXHIBIT D

- VITALE MOTORS, LLC

Motor Vehicle  
Retail Order

2030 State Route 30  
South Amboy, NJ 08875  
Tel: (732) 525-1040 Fax: (732) 525-1044

CUSTOMER <u>JOSEPH N. MACDONALD</u> DATE <u>06/21/12</u>	
ADDRESS <u>75 LAURA RD HAMDEN, CT</u>	
PHONE (H) _____	PHONE (W) <u>(203) 627 7012</u>
E-MAIL _____	
O. L. # _____	SOC. SEC. # _____
YEAR <u>2000</u> MAKE <u>DODGE</u> MODEL <u>RAM 3500 Diesel</u>	D.O.M. _____
BODY TYPE <u>TRK</u> EXT. COLOR <u>SILVER</u> INT. COLOR _____	MILES <u>84,679</u>
Prior to delivery of the vehicle listed above, customer shall accept one of the following and so advise dealership: <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Finance Purchase <input type="checkbox"/> Lease	
IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.	
TO BE DELIVERED ON OR ABOUT _____	
Price of Unit <u>21,650-</u>	SERIAL NUMBER <u>1B7MF3362YJ151882</u> IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT. CHECK APPROPRIATE BOX <input type="checkbox"/> This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. <input type="checkbox"/> The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.
Additional Equipment (options) <u>SALES MANAGER</u> <u>LODGE</u>	
IF A LEASE, THE FOLLOWING APPLY: MONTHLY PAYMENT AMOUNT \$ _____ TERM: _____ MONTHS MILEAGE PER YEAR _____ CASH DUE AT DELIVERY \$ _____	
IF A PURCHASE, THE FOLLOWING APPLY: TOTAL PRICE OF VEHICLE <u>21,650-</u> Less Trade-in _____	
Documentary Clerical Fee \$100.00 Document Delivery Fee \$150.00 (SEE PARAGRAPH 13 ON REVERSE SIDE)	TRADE-IN OR DEALER'S OBLIGATION The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).
TOTAL TAXABLE AMOUNT <u>OUT OF STATE</u> State Sales Tax _____	
Registration/Title Fee (Estimated) <u>OUT OF STATE</u> (SEE PARAGRAPH 12 ON REVERSE SIDE) NET PAY-OFF ON TRADE-IN _____	TRADE-IN DESCRIPTION AND ALLOWANCE Year _____ Make _____ Model _____ Serial No. _____ Mileage _____ Trade-in Value _____ Date of _____ Less Balance Owed _____ Net Trade-in Allowance _____ Balance Owed to: _____ Address: _____ Account No.: _____ Info. from _____ Good Thru _____
TOTAL <u>21,999-</u> DEPOSIT <u>CASH</u> <u>2000</u> BALANCE IN CASH, CREDIT CHECK OR OTHER FORM OF PAYMENT TO BE MADE AT DELIVERY <u>21,799</u> ESTABLISH TITLE ON TRADE-IN <u>137407512</u>	Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.
Customer agrees that the Order on the face and on the reverse side and any attachments, if it include all the terms and conditions of a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that s/he has read the terms and conditions and has received a true copy of the order and is of legal age or, if not of full legal capacity, has entered into this agreement.	
Accepted By: <u>[Signature]</u>	Accepted By: <u>[Signature]</u>

THIS ORDER NOT SUBJECT TO CANCELLATION - DEPOSIT NON-REFUNDABLE.  
 IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.