

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

FEDERAL TRADE COMMISSION, and
STATE OF CONNECTICUT,

Plaintiffs,

v.

CHASE NISSAN LLC, a limited liability
company, also d/b/a MANCHESTER CITY
NISSAN, and

PATRICK DIBRE, individually and as an officer
of CHASE NISSAN LLC, also d/b/a
MANCHESTER CITY NISSAN,

REFAAT SOBOH, aka BRIAN SOBOH,
individually and as an officer
of CHASE NISSAN LLC, also d/b/a
MANCHESTER CITY NISSAN,

MICHAEL HAMADI,

AIHAM ALKHATIB,

MATTHEW CHMIELINSKI, and

FRED MOJICA, aka FREDDY MOJICA,

Defendants.

Case No. 3:24-cv-00012-JCH

**AMENDED COMPLAINT FOR
PERMANENT INJUNCTION,
MONETARY JUDGMENT, CIVIL
PENALTY JUDGMENT, AND
OTHER RELIEF**

Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”), and the State of Connecticut, by William Tong, Connecticut Attorney General, for their Complaint allege:

1. The FTC brings this action for Defendants’ violations of Sections 5(a) of the FTC Act, 15 U.S.C. § 45(a). Defendants’ violations relate to deceptive and unfair practices in

advertising, marketing, promotion, offering for sale, lease, or financing, and sale, lease, or financing of motor vehicles. For these violations, the FTC seeks relief, including a permanent injunction and other relief, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b).

2. The State of Connecticut, by and through William Tong, the Attorney General of the State of Connecticut, acting at the request of Bryan Cafferelli, Commissioner of the Connecticut Department of Consumer Protection, brings this action under the Connecticut Unfair Trade Practices Act (“CUTPA”), Chapter 735a of the Connecticut General Statutes, and more particularly General Statutes § 42-110m, to obtain injunctive relief against the Defendants’ alleged violations of General Statutes § 42-110b(a), to obtain other relief as is necessary to redress injury to consumers resulting from the Defendants’ violations of law, and disgorge Defendants of ill-gotten money and civil penalties, pursuant to General Statutes § 42-110o(b).

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345.

4. Supplemental jurisdiction over the State of Connecticut’s claims is proper under 28 U.S.C. § 1367.

5. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), and (c)(2), and 15 U.S.C. § 53(b).

PLAINTIFFS

6. The FTC is an independent agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district court civil action by its own

attorneys. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce.

7. The State of Connecticut, through its Attorney General acting at the request of the Commissioner of Consumer Protection, is authorized to initiate proceedings to enjoin violations of CUTPA and to seek injunctive relief, restitution, and civil penalties and other equitable relief as this Court deems appropriate under General Statutes §§ 42-110m and 42-110o.

DEFENDANTS

8. Defendant Chase Nissan LLC (“Chase Nissan”), also doing business as Manchester City Nissan, is a Connecticut limited liability company with its principal place of business at 30 Tolland Turnpike, Manchester, Connecticut 06040. Chase Nissan is a closely held corporation. Defendants Patrick Dibre and Refaat Soboh are the sole principals. Chase Nissan transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, Chase Nissan has advertised, marketed, distributed, or sold automobiles to consumers throughout the United States.

9. Defendant Patrick Dibre is a principal and managing member of Chase Nissan. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Manchester City Nissan, including the acts and practices described in this Complaint. As a principal and managing partner, he has the authority to control the practices alleged in this Complaint. In this capacity, he personally responded under oath to a 2021 inquiry by the State of Connecticut into Chase Nissan’s certification fee and add-on charge practices. He admitted that Chase Nissan charged additional certification fees, labeled these fees as “State of CT Inspection

and Safety Charges,” and labeled optional add-on charges that consumers did not have to purchase as “Taxable Fees.” Defendant Dibre, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

10. Defendant Refaat Soboh, aka Brian Soboh is a principal and managing partner of Chase Nissan. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Manchester City Nissan, including the acts and practices described in this Complaint. As a principal and managing partner, he has the authority to control the practices alleged in this Complaint. In this capacity, he prepared, participated in, or supervised Chase Nissan’s response to an FTC inquiry regarding certification fees and add-on charges, in which Chase Nissan admits that it received a 2021 inquiry from the State of Connecticut and consumer complaints. Defendant Soboh resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

11. Defendant Michael Hamadi is the general manager of Manchester City Nissan. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Manchester City Nissan, including the acts and practices described in this Complaint. As general manager, he has the authority to control the practices alleged in this Complaint. He also has responded to at least one consumer complaint about unauthorized add-on charges and told employees who were charging a certification fee not to charge such a fee only on certain types of leased vehicles. Defendant Hamadi resides in this District and, in connection with the matters

alleged herein, transacts or has transacted business in this District and throughout the United States.

12. Defendant Aiham Alkhatib is a finance manager at Manchester City Nissan. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Manchester City Nissan, including the acts and practices described in this Complaint. He has participated directly in charging consumers for add-on services without the consumers' expressed informed consent or in falsely telling consumers that they are required to purchase add-on services. Defendant Alkhatib resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

13. Defendant Matthew Chmielinski is a sales manager at Manchester City Nissan. At all times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Manchester City Nissan, including the acts and practices described in this Complaint. He has participated directly in charging consumers for additional inspection, reconditioning, or certification fees. He also has responded to consumer complaints about unauthorized or deceptive add-on charges. Defendant Chmielinski resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

14. Defendant Fred Mojica, aka Freddy Mojica is a sales manager at Manchester City Nissan. At all times relevant to this Complaint, acting alone or in concert with others, he has

formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Manchester City Nissan, including the acts and practices described in this Complaint. He has participated directly in charging consumers for additional inspection, reconditioning, or certification fees. Defendant Mojica resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

COMMERCE

15. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS’ BUSINESS ACTIVITIES

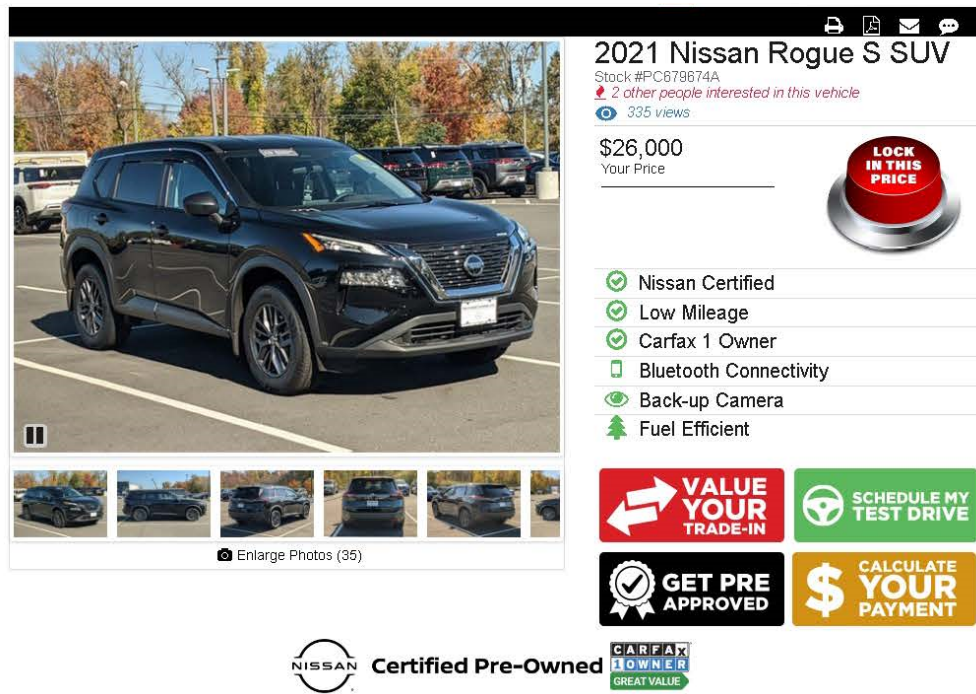
16. Defendants operate Manchester City Nissan, an automobile dealership in Manchester, Connecticut. Defendants advertise certified pre-owned vehicles for low prices. Many consumers visit Defendants’ dealership because of the low advertised prices for certified pre-owned vehicles. But Defendants do not honor those prices. Instead, Defendants double-charge consumers the cost to certify vehicles that Defendants had advertised as already certified. Worse, Defendants often fail to properly certify the vehicles they sell, leaving many consumers to pay twice for a service Defendants fail to perform once. Defendants also charge consumers for add-ons that they did not know about or authorize, or deceive consumers into paying for them by saying that they are required. In addition, Defendants lie about the amount of mandatory state registration and other fees consumers must pay.

Background on Certified Vehicles

17. Defendants advertise and sell certified pre-owned cars. Certified vehicles come with a limited manufacturer warranty. Before advertising a used car as certified, Defendants must inspect the vehicle for safety issues and recondition the vehicle if any repairs are necessary. For example, to certify a Nissan vehicle, Defendants must perform an inspection in accordance with Nissan’s checklist, and if specific items need to be repaired, Defendants must recondition the vehicle to meet the manufacturer’s certification requirements. Defendants then must report the sale of the used vehicle and pay a certification fee to the manufacturer. The manufacturer does not activate the certified warranty unless and until the dealer reports the sale and pays the fee.

Defendants’ Junk Certification Fees

18. On their website and on third-party websites, Defendants—who describe themselves as the “#1 FACTORY CERTIFIED NISSAN DEALER IN NEW ENGLAND!”—advertise particular certified pre-owned vehicles for specific prices. For example, in one such ad on Defendants’ website, Defendants represent that consumers can purchase a “Nissan Certified” 2021 Nissan Rogue S SUV for “Your Price” of \$26,000.



2021 Nissan Rogue S SUV
 Stock #PC879674A
 2 other people interested in this vehicle
 335 views
 \$26,000
 Your Price
 LOCK IN THIS PRICE
 Nissan Certified
 Low Mileage
 Carfax 1 Owner
 Bluetooth Connectivity
 Back-up Camera
 Fuel Efficient
 VALUE YOUR TRADE-IN
 SCHEDULE MY TEST DRIVE
 GET PRE APPROVED
 CALCULATE YOUR PAYMENT
 Nissan Certified Pre-Owned
 CARFAX 1 OWNER GREAT VALUE

19. Defendants also claim that certified vehicles come with an inspection and limited warranty. For example, the above advertisement lists several items below the header “Nissan Certified Details,” including an inspection and a “Limited Warranty: 84 Month/100,000 Mile (whichever comes first) from original in-service date.”

About

****Advertised price on all Certified Nissans include NEMAC Captive Finance Rebate**, Rogue S, 4D Sport Utility, 2.5L I4 DOHC 16V, CVT with Xtronic, AWD, Super Black, Charcoal Cloth.**

At Manchester City Nissan we want you to know that all our vehicles are priced at a competitive value position to the market. We use an independent 3rd party software to research internet listings on all vehicles in the market so we can ensure that our prices are the most competitive out there. We do this simply so people choose us when they start searching for their next car.

Priced below KBB Fair Purchase Price!
 Clean CARFAX. CARFAX One-Owner.
 Certified. Nissan Certified Details:

- * 167 Point Inspection
- * Transferable Warranty
- * Plus 1 Year Pre-Paid Maintenance Included.
- * Vehicle History
- * Limited Warranty: 84 Month/100,000 Mile (whichever comes first) from original in-service date
- * Warranty Deductible: \$100
- * Roadside Assistance

Our Sales, Service and Parts Departments work closely together to provide you with the most enjoyable, least stressful car-buying experience possible. The average tenure for our sales people, managers, technicians and all other employees is over 20 years. Most of them have been career employees of Manchester City Nissan - and with that much experience, you can be sure they'll provide you with the highest quality care for you and your vehicle. We are also proud to be a Better Business Bureau Accredited Business with an A+ rating.

A true and correct copy of this ad is **Attachment A** to this Complaint.

20. Based on Defendants' ads, many consumers believe that Defendants will sell them the advertised certified vehicle for the advertised price. In numerous instances, however, when consumers attempt to purchase certified vehicles for the prices advertised, Defendants charge them hundreds to thousands of dollars in additional fees for services that are part of certifying a vehicle (e.g., fees for inspection, "CT Safety and Reconditioning," "certification upgrades," and "CPO," which stands for certified pre-owned). In many instances, Defendants roll these costs into the price of the vehicle that appears in the agreement.

21. For example, Defendants advertised a "Certified" 2017 Nissan Rogue for \$15,700. Defendants did not sell the car for \$15,700. Instead, Defendants charged the buyer a \$5,295.65 inspection fee on top of the price advertised for a vehicle that was advertised as already inspected as part of the certification process. In another instance, Defendants advertised a "Certified" 2018 Nissan Altima for \$14,000, but then charged the buyer a \$2,525.00 fee for "connecticut [sic] safety and reconditioning" on top of the price advertised for a vehicle that was advertised as already reconditioned. Thus, in many instances, Defendants do not sell consumers the advertised certified vehicles for the advertised prices.

22. Moreover, in numerous instances, Defendants represent that consumers are required to pay these additional inspection, safety and reconditioning, and certification fees to purchase vehicles. For example, Defendants told a consumer that a \$2,250 fee was required for "CT Safety and Reconditioning."

23. In fact, consumers are not required to pay inspection, safety and reconditioning, and certification fees to purchase vehicles that are already advertised as certified. Many

manufacturers including Nissan specifically prohibit Defendants from separately charging for the cost of certification. Further, the State of Connecticut does not require consumers to pay a fee for safety and reconditioning.

24. Additionally, in numerous instances, despite stating in advertisements that vehicles are certified and come with a limited warranty, Defendants do not get the vehicles certified by the manufacturer. In numerous instances, Defendants advertised a vehicle as certified, but did not report the sale of that vehicle or pay the certification fee to the manufacturer. Thus, the consumer did not receive a certified vehicle or the benefits of the limited manufacturer warranty that come with certification. In other words, Defendants often charge consumers twice for “certifying” a vehicle that they do not actually certify.

Defendants’ Unlawful Add-On Charges

25. Once consumers have settled on a price for the vehicle, consumers who are financing their purchase or leasing their vehicle must meet with a financing manager to go over the terms of their financing or leasing, frequently after a lengthy wait. Defendants present consumers with a stack of complex, highly technical documents and then rush consumers through the closing process, which typically requires consumers to sign their name in over a dozen places. The finance manager typically just shows the consumers where to sign. This process – from the consumer waiting to meet with someone from finance to the consumer signing their deal – often takes several hours.

26. As part of these transactions, Defendants often charge consumers for add-ons, such as GAP insurance, service contracts, maintenance contracts, and Total Loss Protection (“TLP”). For example, Defendants tack on charges for TLP in more than 90% of their deals.

27. In numerous instances, Defendants have included add-on charges in the closing documents for these deals without obtaining the consumers' express informed consent. These charges commonly amount to hundreds or thousands of dollars and are typically added to the amount financed and spread out over monthly payments, making the added charges more difficult to detect.

28. Many consumers have complained about Defendants charging for add-ons without authorization. For example, one consumer agreed to purchase a 2017 Nissan Rogue Sport that was advertised for \$20,500. She sat down with a salesperson and negotiated a payment. Then she met with the finance manager, Defendant Aiham Alkhatib, to discuss financing. He told her the monthly payment, which was higher than she had been quoted during her negotiation, but he did not explain why the payment had increased. The consumer assumed that the increased monthly payment was related to her credit. Defendant Alkhatib then had her sign the contract electronically on a tablet.

29. It was not until after she left the dealership that she realized she had been charged for unwanted items. She was surprised to learn that, without her knowledge or authorization, Defendants had charged her \$3,300 for a Nissan service contract and \$3,500 for a preventative maintenance agreement. She also was surprised to learn that Defendants had charged her \$516 for TLP, again without her knowledge or consent. The consumer sought, and eventually obtained, a refund for some, but not all, of these charges.

30. Defendants gave another consumer the impression that he was getting GAP insurance and a bumper-to-bumper warranty at no extra cost. He later discovered that Defendants had charged him \$895 for GAP insurance and \$4,160 for a service contract.

31. In some instances, Defendants have charged consumers for add-ons that they told the consumers were free. For example, one consumer was told by the finance manager that she would receive oil changes as a “gift.” She later discovered that, without her knowledge or consent, Defendants had charged her \$289 for a maintenance contract, which included oil changes.

32. In other instances, Defendants have charged consumers for add-on products that consumers have specifically declined. For example, one consumer complained that she was charged over \$9,000 for four warranties (“Maintenance Care Protection,” “Chase Auto Care Purchase Platinum,” “Vehicle Service Contract,” and “Security + Maintenance”) and \$516 for TLP that she specifically declined.

33. In numerous other instances, Defendants tell consumers that the dealership or a third party such as the finance company requires consumers to purchase add-on products or packages to purchase, lease, or finance the vehicle.

34. For example, Defendant Alkhatib indicated to one consumer that if she did not buy GAP insurance, the finance company would not loan her the money to purchase the car. Defendants added GAP insurance to her purchase.

35. Defendants told another consumer that she had to buy GAP insurance, TLP, and an extended warranty. But because Defendants already had the keys to her trade-in and the plates had been already taken off the vehicle, she felt like she did not have the option to walk out, and she ended up with charges for add-on items she did not want.

36. As another example, Defendants charge for TLP, an optional add-on that Defendants sometimes call “Vehicle Identification Number (VIN) Etching,” but label it as

“Taxable Fees (Estimated)” on consumers’ paperwork. This leads consumers to believe the charges are required taxes rather than optional add-ons.

37. Despite Defendants’ claims that these add-on items are required, they are not. Consumers are not required to enter into add-on product agreements to purchase, lease, or obtain financing for a vehicle. Connecticut does not require consumers to purchase add-ons. Neither the finance company nor the third-party add-on provider require that the add-ons be sold. And Defendants charge some consumers for these add-ons, but not others, demonstrating that the add-ons are not required.

Defendants’ Junk Fees for Registration and Other State Services

38. In the contract and purchase or lease order, Defendants list the amount of each mandatory registration and other state fee. But, in many cases, those registration and other state fees are a fraction of what Defendants claim. Defendants simply tack on an additional amount in bogus fees on the consumers’ contract without the consumers’ knowledge or consent.

39. For example, Defendants told one consumer that Connecticut registration and other state fees were \$345. But, in fact, Connecticut registration and other fees were only \$208.20. Defendants tacked on an additional \$136.80 in bogus fees.

40. In another case, Defendants told a consumer that Connecticut registration and other state fees were \$245. But, in fact, Connecticut registration and other fees were only \$190. Defendants tacked on an additional \$55 in bogus fees.

41. In numerous transactions, Defendants also double charge consumers taxes and the documentation fee without the consumers’ knowledge or consent by charging taxes and the

documentation fee once in negotiation and then, once the consumer has signed off on the negotiated price including taxes and the documentation fee, again in the final contract.

Defendants Have Persisted in Their Misconduct

42. On May 14, 2021, the Connecticut Department of Consumer Protection (“Connecticut DCP”) sent a civil investigative demand to Chase Nissan asking the dealership to identify various fees appearing in its sales paperwork, including “certification upgrade”, “State of CT Inspection and Safety Charge”, and “Taxable Fees (Estimated).”

43. On September 29, 2021, Chase Nissan responded. Chase Nissan identified the “certification upgrade” as “an additional charge for an extended limited warranty.” Asked to identify the “State of CT Inspection and Safety Charge,” Chase Nissan responded, “This is the Certification Upgrade.” Chase Nissan answered that “[Taxable Fees (Estimated)] is for Vehicle Identification Number (VIN) Etching. The Dealer assesses a fee of \$516.00 for VIN Etching. This fee is optional.” Patrick Dibre prepared the response and a swore under oath that these answers were accurate.

44. On June 24, 2022, the Connecticut DCP sent a letter warning Chase Nissan that it was an illegal deceptive advertising practice to charge an additional certification fee for vehicles advertised as certified pre-owned or to advertise that a vehicle is certified pre-owned when, in fact, it is not certified. The Connecticut DCP also questioned Chase Nissan’s practice of labeling a charge as a “State of CT Inspection and Safety Charge” when it “has nothing to do with the State of Connecticut, safety of the vehicle or inspection of the vehicle” and is just another name for a certification. Finally, the Connecticut DCP warned Chase Nissan that by calling the fee for Vehicle Identification Number (VIN) etching “Taxable Fee (Estimated),” “a reasonable

consumer could fairly conclude that this is a requi[r]ed tax but it is, in fact, a voluntary service option that consumers may decline to purchase.”

45. Defendants nonetheless have continued to charge consumers extra to certify vehicles that were advertised as certified. And they have continued to mislead consumers into thinking that optional add-on charges were required.

46. Defendants’ practices have persisted despite consumer complaints made directly to them and on public websites.

* * *

47. Based on the facts and violations of law alleged in this Complaint, the FTC has reason to believe that Defendants are violating or are about to violate laws enforced by the Commission.

VIOLATIONS OF THE FTC ACT

48. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or affecting commerce.”

49. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

50. Acts or practices are unfair under Section 5 of the FTC Act if they cause or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing benefits to consumers or competition. 15 U.S.C. § 45(n).

VIOLATIONS OF CUTPA

51. At section 42-110b(a), CUTPA states the following: “[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

52. At section 42-110a(4), CUTPA states that “trade” and “commerce” shall mean the “advertising, the sale or rent or lease, the offering for sale or lease, or the distribution of any service or any property, tangible or intangible, real, personal or mixed, and any article, commodity, or thing of value in this state.”

53. At section 42-110b(b), CUTPA also states that: “[i]t is the intent that in construing subsection (a) of this section, the commissioner and the courts of this state shall be guided by interpretations given by the Federal Trade Commission and the federal courts to Section 5(a)(1) of the Federal Trade Commission Act (15 U.S.C. § 45(a)(1)), as from time to time amended.”

54. Defendants all operated, or have operated, from Connecticut.

55. The acts and practices alleged in this Complaint all emanate from and are intimately associated with Connecticut, are directed at Connecticut consumers, and affect the marketing and sales of motor vehicles in Connecticut. Defendants are therefore engaged in trade or commerce in the State of Connecticut.

Count I
Misrepresentations Regarding Advertised Prices
(by Plaintiff FTC against all Defendants)

56. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing, or sale, lease, or financing of motor vehicles, Defendants

represent, directly or indirectly, expressly or by implication, that Defendants will sell particular vehicles at specific prices.

57. Defendants' representations as described in Paragraph 56 are false or misleading or were not substantiated at the time the representations were made.

58. Therefore, Defendants' representations as described in Paragraph 56 constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count II
Misrepresentations Regarding Certification
(by Plaintiff FTC against all Defendants)

59. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing, or sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that Defendants will sell consumers a certified used vehicle with a limited manufacturer warranty.

60. Defendants' representations as described in Paragraph 59 are false or misleading or were not substantiated at the time the representations were made.

61. Therefore, Defendants' representations as described in Paragraph 59 constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count III
Misrepresentations Regarding Fees and Add-Ons
(by Plaintiff FTC against all Defendants)

62. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing, or sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that consumers are required to pay

certain fees or charges, such as for inspecting, reconditioning, certifying vehicles, or add-ons, to purchase, lease, or finance vehicles.

63. Defendants' representations as described in Paragraph 62 are false or misleading or were not substantiated at the time the representations were made.

64. Therefore, Defendants' representations as described in Paragraph 62 constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count IV
Misrepresentations Regarding Authorization of Charges
(by Plaintiff FTC against all Defendants)

65. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing, or sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that charges appearing on consumers' sales or lease contracts are authorized by consumers.

66. Defendants' representations as described in Paragraph 65 are false or misleading or were not substantiated at the time the representations were made.

67. Therefore, Defendants' representations as described in Paragraph 65 constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count V
Misrepresentations Regarding State Registration and Other Fees
(by Plaintiff FTC against Defendants Chase Nissan, Dibre, Soboh, Hamadi, and Alkhatib)

68. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing, or sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that registration and other state fees cost a particular amount.

69. Defendants' representations as described in Paragraph 68 are false or misleading or were not substantiated at the time the representations were made.

70. Therefore, Defendants' representations as described in Paragraph 68 constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count VI
Unauthorized Charges
(by Plaintiff FTC against all Defendants)

71. In numerous instances, Defendants charge consumers without obtaining consumers' express informed consent.

72. Defendants' acts or practices cause or are likely to cause substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing benefits to consumers or competition.

73. Therefore, Defendants' acts or practices as described in Paragraph 71 constitute unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), (n).

Count VII
Misrepresentations Regarding Advertised Prices
(by Plaintiff State of Connecticut against Defendants Chase Nissan, Dibre, Soboh, and Hamadi)

74. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that Defendants will sell particular vehicles at specific prices.

75. In truth and in fact, the Defendants do not sell those particular vehicles at the specific represented prices.

76. Defendants' acts and practices, as described herein, were likely to mislead consumers acting reasonably under the circumstances into believing that the Defendants' representations concerning the specific price at which they would sell a vehicle were true and accurate.

77. Defendants' representations as set forth in paragraph 74 of this Count were material to consumers' decisions about whether or not to purchase a vehicle from the Defendants.

78. Defendants have therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count VIII
Misrepresentations Regarding Certification
(by Plaintiff State of Connecticut against all Defendants)

79. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that Defendants will sell consumers a certified used vehicle with a limited manufacturer warranty.

80. In truth and in fact, the Defendants did not sell those particular vehicles with a limited manufacturer warranty.

81. Defendants' acts and practices, as described herein, were likely to mislead consumers acting reasonably under the circumstances into believing that the Defendants' representations concerning the inclusion of a limited manufacturer warranty were true and accurate.

82. Defendants' representations as set forth in paragraph 79 of this Count were material to consumers' decisions about whether or not to purchase a vehicle from the Defendants.

83. Defendants have therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count IX
Misrepresentations Regarding Fees and Add-Ons
(by Plaintiff State of Connecticut against all Defendants)

84. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that consumers are required to pay certain fees, such as for inspecting, reconditioning, or certifying vehicles, or to buy certain add-ons to purchase, lease, or finance certified vehicles.

85. In truth and in fact, consumers were not required to pay certain fees, such as for inspecting, reconditioning, or certifying vehicles, or to buy certain add-ons to purchase, lease, or finance certified vehicles.

86. Defendants' acts and practices, as described herein, were likely to mislead consumers acting reasonably under the circumstances into believing that the Defendants' representations concerning the payment of such fees and the purchase of such add-ons to purchase, lease, or finance certified vehicles were true and accurate.

87. Defendants' representations as set forth in paragraph 84 of this Count were material to consumers' decisions about whether or not to pay such fees and purchase such add-ons in connection with a purchase a vehicle from the Defendants.

88. Defendants have therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count X
Misrepresentations Regarding Authorization of Charges
(by Plaintiff State of Connecticut against all Defendants)

89. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that charges appearing on sales or lease contracts were authorized by consumers.

90. In truth and in fact, consumers did not authorize the charges on sales or lease contracts.

91. Defendants' acts and practices, as described herein, were likely to mislead consumers acting reasonably under the circumstances into believing that certain charges on sales and lease contracts were mandatory and Defendants' representations that such charges were mandatory were true and accurate.

92. Defendants' representations as set forth in paragraph 89 of this Count were material to consumers' decisions about whether or not to authorize such charges in connection with a purchase of a vehicle from the Defendants.

93. Defendants have therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count XI
Misrepresentations Regarding Authorization of Charges
(by Plaintiff State of Connecticut against Defendants Chase Nissan, Dibre, Soboh, Hamadi,
and Alkhatib)

94. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, lease, or financing of motor vehicles, Defendants represent, directly or indirectly, expressly or by implication, that registration and other state fees cost a particular amount and charged consumers that amount.

95. In truth and in fact, Defendants' representations as to registration and other state fees were inaccurate and inflated and Defendants collected funds from consumers exceeding what was required by the state.

96. Defendants' acts and practices, as described herein, were likely to mislead consumers acting reasonably under the circumstances into believing that the amounts Defendants collected from consumers to pay certain registration and state fees were true and accurate.

97. Defendants' representations as set forth in paragraph 94 of this Count were material to consumers' decisions about whether or not to purchase a vehicle from the Defendants.

98. Defendants have therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count XII
Per Se CUTPA Violation (Conn. Agency Reg. § 42-110b-18)
(by Plaintiff State of Connecticut against Defendant Chase Nissan)

99. The allegations of Paragraphs 79 of Count VIII are incorporated by reference as Paragraph 99 of Count XII as if fully set forth herein.

100. Defendant Chase Nissan's acts and practices violate § 42-110b-18(c) of the Regulations of Connecticut State Agencies and constitute *per se* violations of CUTPA because it misrepresented that the motor vehicles it offered for sale are "Nissan Certified." In truth and in fact, Defendant Chase Nissan's representations were false.

101. Defendant Chase Nissan has therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count XIII
Per Se CUTPA Violation (Conn. Agency Reg. § 42-110b-22)
(by Plaintiff State of Connecticut against Defendant Chase Nissan)

102. The allegations of Paragraphs 69, 79, and 84 of Counts VII, VIII, and IX are incorporated by reference as Paragraph 102 of Count XIII as if fully set forth herein.

103. Defendant Chase Nissan's acts and practices violate § 42-110b-22 of the Regulations of Connecticut State Agencies and constitute *per se* violations of CUTPA because it failed to conspicuously state all material contingencies, conditions, and limitations on its offer to sell motor vehicles at the advertised price.

104. Defendant Chase Nissan has therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count XIV
Per Se CUTPA Violation (Conn. Agency Reg. § 42-110b-28(b)(1))
(by Plaintiff State of Connecticut against Defendant Chase Nissan)

105. The allegations of Paragraphs 69, 79, and 84 of Counts VII, VIII, and IX are incorporated by reference as Paragraph 105 of Count XIV as if fully set forth herein.

106. Defendant Chase Nissan's acts and practices violate § 42-110b-28(b)(1) of the Regulations of Connecticut State Agencies and constitute *per se* violations of CUTPA because it

failed to sell motor vehicles to consumers in accordance with the terms and conditions it had advertised, including the advertised price.

107. Defendant Chase Nissan has therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count XV
Per Se CUTPA Violation (Conn. Agency Reg. § 42-110b-28(b)(6))
(by Plaintiff State of Connecticut against Defendant Chase Nissan)

108. The allegations of Paragraphs 69, 79, and 84 of Counts VII, VIII, and IX are incorporated by reference as Paragraph 108 of Count XV as if fully set forth herein.

109. Defendant Chase Nissan's acts and practices violate § 42-110b-28(b)(6) of the Regulations of Connecticut State Agencies and constitute *per se* violations of CUTPA because it advertised prices for the sale of motor vehicles without including in those prices numerous fees and charges that it later represented to consumers were required to be paid in connection with the sale.

110. Defendant Chase Nissan has therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

Count XVI
Per Se CUTPA Violation (Conn. Agency Reg. § 42-110b-28(b)(17))
(by Plaintiff State of Connecticut against Defendant Chase Nissan)

111. The allegations of Paragraphs 69, 79, and 84 of Counts VII, VIII, and IX are incorporated by reference as Paragraph 111 of Count XVI as if fully set forth herein.

112. Defendant Chase Nissan's acts and practices violate § 42-110b-28(b)(17) of the Regulations of Connecticut State Agencies and constitute *per se* violations of CUTPA because it

made representations or statements of fact in an advertisement when it knew or should have known that the representations or statements were false or misleading.

113. Defendant Chase Nissan has therefore engaged in unfair or deceptive acts and practices in violation of Conn. Gen. Stat. § 42-110b(a).

**Count XVII
Civil Penalties
(by Plaintiff State of Connecticut against all Defendants)**

114. The allegations of Paragraphs 69, 79, 84, 89, 94, 99, 102, 105, 108, and 111 of Counts VII through XVI are incorporated by reference as Paragraph 114 of Count XVII as if fully set forth herein.

115. Defendants engaged in the acts and practices alleged herein when it knew or should have known that its conduct was unfair or deceptive, in violation of Conn. Gen. Stat. § 42-110b(a), and, therefore, is liable for civil penalties of up to \$5,000 per willful violation pursuant to Conn. Gen. Stat. § 42-110o(b).

CONSUMER INJURY

116. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and CUTPA. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.

PRAYER FOR RELIEF

Wherefore, Plaintiffs requests that the Court:

A. Enter a permanent injunction to prevent future violations of the FTC Act and CUTPA by Defendants;

B. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of CUTPA, including, but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, civil penalties and the disgorgement of ill-gotten monies;

C. Award the State of Connecticut its attorneys' fees;

D. Award the State of Connecticut the costs of bringing this action; and

E. Award any additional relief as the Court determines to be just and proper.

Respectfully submitted,

Dated: _____

Samuel Jacobson (phv207659)
Edward Smith (phv207656)
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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

WILLIAM TONG
ATTORNEY GENERAL

Dated: _____

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Michael Nunes (Juris no. ct31522)
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ATTACHMENT A

Web Data Collection Report

Page Title

Pre-Owned Nissan Rogue in Manchester CT | PC679674A

URL

https://manchestercitynissan.com/vehicles/2021-nissan-rogue-s-pc679674a-5n1at3abxmc831101

Collection Date

Tue Apr 11 2023 10:55:48 GMT-0400 (Eastern Daylight Time)

Browser Information

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Digital Signature (SHA256 / PKCS#1v1.5)

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File Signatures

SCREEN CAPTURE

MHTML

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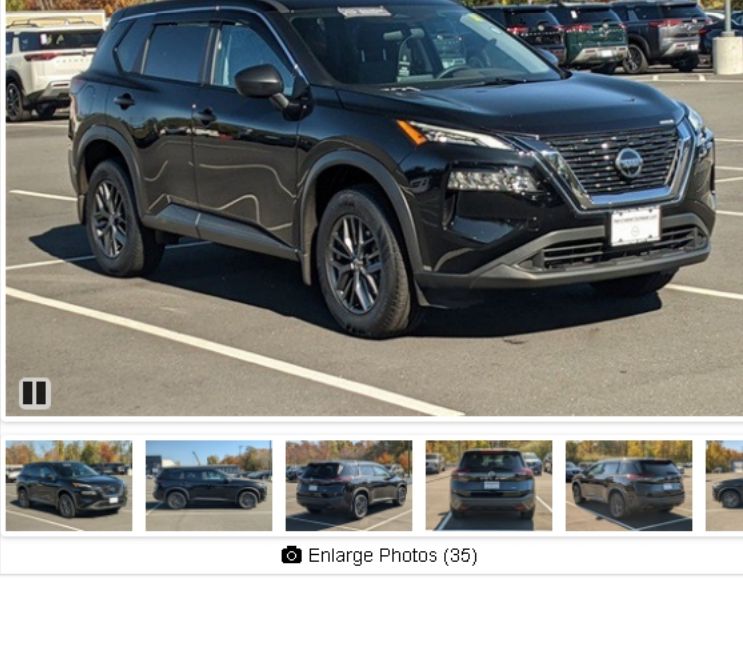
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Stock #PC679674A

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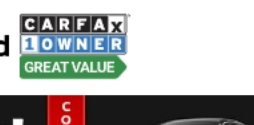
335 views

\$26,000

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Fuel Efficiency Rating

City MPG

26



Highway MPG

33

Based on 2021 EPA mileage ratings. Use for comparison purposes only. Your mileage will vary depending on driving conditions, how you drive and maintain your vehicle, battery pack age/condition (if applicable), and other factors.

Get More Info

Call (860) 640-4514

Vehicle Specifications

Type: Pre-Owned	Year: 2021
Make: Nissan	Model: Rogue
Trim: S	Doors: 4D Sport Utility
Exterior: Super Black	Interior: Charcoal
Stock Num: PC679674A	Vin: 5N1AT3ABXM0831101
Mileage: 10,476	Fuel Economy: 26/33
Engine: 2.5L I4 DOHC 16V	Transmission: CVT with Xtronic
Fuel: Gasoline	Drive: AWD
Model Code: 22011	

Vehicle Features

17" Aluminum Alloy Wheels	4 Speakers
4-Wheel Disc Brakes	5.604 Axle Ratio
ABS brakes	ALL-WHEEL DRIVE
AM/FM Radio	AM/FM radio
APPLE CAR-PLAY & ANDROID AUTO	Air Conditioning
Alloy wheels	Auto High-beam Headlights
BACK UP CAMERA	BLUETOOTH/HANDS FREE/CELL PHONE
Black Splash Guards (Set of 4)	Blind Spot Warning
Brake assist	Bumpers: body-color
CLEAN CARFAX/NO ACCIDENTS REPORTED	Cloth Seat Trim
Delay-off headlights	Driver door bin
Driver vanity mirror	Dual front impact airbags
Dual front side impact airbags	Electronic Stability Control
FULLY DETAILED	FirstAid Kit
Four wheel independent suspension	Front Bucket Seats
Front CenterArmrest	Front anti-roll bar
Front reading lights	Fully automatic headlights
Illuminated entry	Knee airbag
LOCAL TRADE	Low tire pressure warning
NISSAN FACTORY CERTIFIED	ONE OWNER
Occupant sensing airbag	Outside temperature display
Overhead airbag	Overhead console
Panic alarm	Passenger door bin
Passenger vanity mirror	Power door mirrors
Power steering	Power windows
REMAINDER OF FACTORY WARRANTY	Radio data system
Rear Parking Sensors	Rear anti-roll bar
Rear seat center armrest	Rear side impact airbag
Rear window defroster	Rear window wiper
Remote keyless entry	Speed control
Speed-Sensitive Wipers	Split folding rear seat
Spoiler	Steering wheel mounted audio controls
Tachometer	Telescoping steering wheel
Tilt steering wheel	Traction control
Trip computer	Variably intermittent wipers

About

Advertised price on all Certified Nissans include NEMAC Captive Finance Rebate, Rogue S, 4D Sport Utility, 2.5L I4 DOHC 16V, CVT with Xtronic, AWD, Super Black, Charcoal Cloth.

At Manchester City Nissan we want you to know that all our vehicles are priced at a competitive value position to the market. We use an independent 3rd party software to research internet listings on all vehicles in the market so we can ensure that our prices are the most competitive out there. We do this simply so people choose us when they start searching for their next car.

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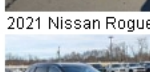
2020 Nissan Rogue



2021 Nissan Rogue



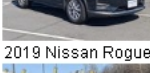
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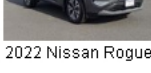
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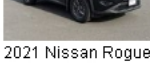
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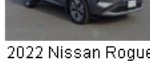
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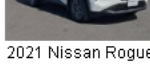
2022 Nissan Rogue



2021 Nissan Rogue



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