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SYNOPSIS OF SEVERAL PUBLISHED CONSUMER FRAUD OPINIONS WHEREIN THE PLAINTIFF WAS REPRESENTED BY
RONALD L. LUEDDEKE, ESQ.

Saul Wanetick v. Gateway Mitsubishi (Rt. 37, Toms River, N.J.)
163 N.J. 484
Argued January 3, 2000 before the New Jersey Supreme Court

SYNOPSIS

Customer brought action against dealership asserting claim under the Consumer Fraud Act and breach of contract. Customer claimed that he had purchased a vehicle and unbeknownst to him dealer switched transaction to a lease causing him substantial damages. After jury trial in the Superior Court, Law Division, Ocean County, customer was awarded treble damages and attorney fees. Defendants appealed. The Superior Court, Appellate Division, reversed and remanded for new trial. Supreme Court granted customer's petition for review. The Supreme Court, held that in an issue of first impression, an ultimate-outcome charge, informing the jury that a verdict in a plaintiff's favor would require an award of treble damages and attorney fees, should generally be given in consumer fraud cases. Judgment in favor of customer on consumer fraud claim and breach of contract claim was affirmed.

This was the first case argued in the New Jersey Supreme Court in this millennium.

Michelle Cogar v. Bob Ciasulli's Monmouth Toyota (Rt. 36, Eatontown, N.J.)
331 N.J. Super. 197

Superior Court of New Jersey
Appellate Division

SYNOPSIS

Used automobile purchaser sued auto dealership and automobile's former owner, alleging breach of contract and violations of both Federal Odometer Law (FOL) and New Jersey Consumer Fraud Act (CFA). After jury returned verdict finding \$6,231 in actual compensatory damages, the Superior Court, Law Division, Monmouth County, entered judgment awarding \$56,079 to purchaser, which resulted from trebling under CFA and FOL and also awarded attorney fees of \$28,328.40 and costs of \$1,813.45. Dealership and former owner of vehicle appealed. The Superior Court, Appellate Division held that multi-defendant liability under FOL is joint and several, rather than individual and separate. Case settled thereafter.

Note: Defendant Ciasulli claimed that vehicle owner who traded vehicle in had deceived the dealership by misrepresenting that the vehicle's mileage of 31,000 was the actual mileage. Plaintiff Cogar successfully argued to jury that this "deception" was not credible and dealership knew mileage was not as represented since dealerships on site appraiser wrote "horrible (condition) and life threatening to drive "on the appraisal ticket!" The vehicle actually had 131,000 miles on it!

Albert Delaney v. Garden State Auto Park (Rt. 36, Eatontown, N.J.)
318 N.J. Super. 15

Superior Court of New Jersey
Appellate Division

SYNOPSIS

Used automobile purchaser sued under Consumer Fraud Act (CFA). Customer claimed that dealership raised the price of the vehicle over the price advertised in the newspaper. Dealership claimed that price difference was due to customer buying rust proofing, fabric guard and undercoating for \$2200! Customer denied ever purchasing these "after sell items" and claimed these items were included for free. The Superior Court, Appellate Division entered judgment in customer's favor finding that dealership violated the CFA and Automobile Pre-Delivery Services regulations by not separating itemizing in the sales contract the costs of these after sell items. Court agreed that customer never knowingly agreed to pay for such items (particularly at such an exorbitant price on a used vehicle). Dealership's petition to Supreme Court for review of the Appellate Division's decision was unsuccessful.

Note: This case was a huge win for New Jersey's automobile purchasers. Now dealerships must separately itemize in the sales contract the cost of each and every after-sell item sold by the dealership such as "window etching", extended service

contracts, alarms, rust proofing, etc. The dealership's argument that the Automobile Pre-delivery Services regulations (promulgated under the authority of the CFA) only applied to motor vehicle documentary fees (such as motor vehicle messenger service and clerical expense) was rejected.

Saida Jiries v. BP Oil
294 .J. Super 225

Superior Court of New Jersey
Law Division Monmouth County

SYNOPSIS

Customer brought action against automobile repair shop, seeking damages under Consumer Fraud Act (CFA). The Superior Court, held that the repair shop violated the CFA and the Automobile Repair regulations by failing to provide detailed written estimate and written authorization before automotive repairs were undertaken.

Tarr v. Ciasulli
181 N.J. 70

SYNOPSIS

Female employee brought sexual harassment action against automobile franchise, its owner, an auto mall, alleging hostile work environment. The Supreme Court held that: Law Against Discrimination (LAD) permits lower evidentiary threshold for recovery of emotional distress damages than is necessary to sustain cause of action for intentional infliction of emotional distress; owner was not individually liable for harassment; and a plaintiff who is awarded nominal damages in a "prevailing party" under attorney's fee provision of LAD.