

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA

FILED IN OFFICE
THE COUNTY SUPERIOR COURT
GWINNETT COUNTY, GA

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RICHARD ALEXANDER, CLERK

STATE OF GEORGIA *ex rel.*)
CHRISTOPHER M. CARR, Attorney)
General of the State of Georgia,)
)
Plaintiff,)
)
v.)
)
THE MOMENTUM GROUP, INC.)
d/b/a GWINNETT MITSUBISHI)
and GWINNETT SUZUKI, and)
FAWAD AHMAD,)
)
Defendants.)

CIVIL ACTION

FILE NO. 37A 08025-5

**COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL
PENALTIES, RESTITUTION AND OTHER RELIEF**

COMES NOW Plaintiff State of Georgia *ex rel.* Christopher M. Carr, Attorney General of the State of Georgia (“Attorney General”), and files this Complaint as follows:

SUMMARY OF THE CASE

1.

Since at least January, 2015, Defendant The Momentum Group, Inc. d/b/a Gwinnett Mitsubishi and Gwinnett Suzuki, a corporation owned and controlled by Defendant Fawad Ahmad (together “Defendants”) has been advertising and selling new and used motor vehicles from two automobile dealership locations within Gwinnett County, Georgia. During that time, the dealerships have sold a number of vehicles to consumers.

2.

At the time of each sale, Defendants represent to consumers that they will process and submit title and registration documents within thirty (30) to forty-five (45) days.

3.

In many instances, however, Defendants fail to process and submit title and registration documents in the time period represented to consumers, leaving these consumers unable to legally drive their vehicles. When a consumer contacts Defendants to inquire or complain, Defendants either ignore the call and take no action or falsify records that purportedly allow the consumer to continue to drive the vehicle.

4.

In connection with some sales, Defendants accept trade-in vehicles still subject to loan balances with the promise to satisfy these loans. Despite representing that these loans will be paid in a timely manner, Defendants do not always do so.

5.

Defendants represent that various charges assessed in connection with the sale are collected for and remitted to the government, when such is not the case.

6.

Many of Defendants' vehicles are ineligible for registration, yet Defendants not only assure purchasers that Defendants will register the vehicles, but also collect a fee to do so. In particular, vehicles that are to be registered in thirteen (13)¹ Metro Atlanta counties must have valid, passing emissions certificates at the time of sale in order to be registered. Defendants implicitly represent to purchasers from those counties that the vehicles have the requisite certificates at the time of sale when they do not, and expressly represent that Defendants will register those vehicles when they know the vehicles cannot be registered.

¹ Cherokee, Clayton, Cobb, Coweta, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale.

7.

Defendants also sell and accept payment for third party service products, such as extended warranties and “gap insurance.” In some instances, Defendants do not pay the third parties for the purchased product, causing the third parties to cancel the service contract.

8.

In other instances, purchasers exercise their contractual option to cancel third party service products. Defendants have refused to process cancellation requests and/or remit related refunds to consumers within a reasonable time.

9.

Defendants use website advertisements to attract consumers to the dealerships. Some of their advertisements are deceptive or misleading: for example, Gwinnett Mitsubishi represented that consumers would receive a guaranteed value for a trade-in vehicle despite the fact that it was highly unlikely that any consumer would actually receive that amount.

10.

Because of Defendants’ deceptive and unfair practices, consumers have been and continue to be harmed, as detailed below, including not being able to lawfully operate the vehicles they have purchased. See generally the affidavit of Douglas Hooper attached hereto as Plaintiff’s **Exhibit “A”**, affidavit of Nichelle Davis attached hereto as Plaintiff’s **Exhibit “B”**, affidavit of Cornelius Maurice Robinson attached hereto as Plaintiff’s **Exhibit “C”**, affidavit of Terrence Palmer attached hereto as Plaintiff’s **Exhibit “D”**, affidavit of Ronald Seibenhener attached hereto as Plaintiff’s **Exhibit “E”**, affidavit of Talis Andrew Karlson Spalvins attached hereto as Plaintiff’s **Exhibit “F”**, and affidavit of Victor Hudson attached hereto as Plaintiff’s **Exhibit “G”**.

NATURE OF THE CASE

11.

This civil action is brought pursuant to the Georgia Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 10-1-408 (“FBPA”), seeking injunctive relief, civil penalties, restitution to consumers, rescission and/or reformation of contracts and reimbursement of the costs to bring this matter against Defendants. The purpose of the FBPA is to protect consumers and legitimate business enterprises from “unfair or deceptive practices in the conduct of any trade or commerce in part or wholly in the state.” O.C.G.A. § 10-1-391(a).

PARTIES

12.

Plaintiff, State of Georgia *ex rel.* Christopher M. Carr, Attorney General of the State of Georgia, is authorized to act in the public interest to protect Georgia’s consumers from unfair and deceptive acts or practices in the conduct of trade or commerce in part or wholly in this State. It is in this capacity that the Attorney General commences this lawsuit against Defendants to enforce the provisions of the FBPA.

13.

Defendant The Momentum Group, Inc. d/b/a Gwinnett Mitsubishi and Gwinnett Suzuki (“The Momentum Group”) is a Georgia corporation that was organized on August 5, 1999. At all times relevant to this litigation, The Momentum Group’s principal office address was at 2960 Satellite Boulevard, Duluth, Georgia, 30096. The Momentum Group can be served with process through its Registered Agent, Fawad Ahmad, at 2960 Satellite Boulevard, Duluth, Georgia, 30096.

14.

Defendant Fawad Ahmad (“Ahmad”) is the sole officer, principal, owner and shareholder of The Momentum Group and, at all times during which the conduct alleged in the Complaint occurred, had or should have had knowledge of, and participated in or had the authority to control the acts constituting a violation of the FBPA. Defendant Ahmad has previously executed three Assurances of Voluntary Compliance with the Administrator of the FBPA,² in each of which he expressly committed himself, individually, and his company, The Momentum Group, to refrain from some of the exact practices that are the subject of this Complaint. Defendant Ahmad can be served with process at his residential address, 2006 Tavistock Court, Alpharetta, Georgia 30022.

JURISDICTION AND VENUE

15.

This Court has jurisdiction over this action and the parties pursuant to GA. CONST. Art. VI, § IV, Par. I, O.C.G.A. § 15-6-8, O.C.G.A. §§ 9-10-91 and 9-10-93, and O.C.G.A. § 10-1-397(b)(2).

16.

Venue is proper in this forum pursuant to GA. CONST. Art. VI, § II, Par. VI., O.C.G.A. §§10-1-397(b)(2) and 14-2-510.

FACTS COMMON TO ALL COUNTS

17.

The Momentum Group was organized on August 5, 1999 and has operated numerous vehicle dealerships under different trade names since that time. As recently as July, 2017, the corporation conducted business as Gwinnett Mitsubishi and Gwinnett Suzuki, each of which was

² Prior to July 1, 2015, the authority to enforce the FBPA was vested in the Administrator of the Fair Business Practices Act.

operated as a new motor vehicle franchise dealership. During all times material to this complaint, Gwinnett Mitsubishi and Gwinnett Suzuki sold vehicles to both Georgia residents and out-of-state consumers.

18.

While Gwinnett Mitsubishi and Gwinnett Suzuki maintain and/or maintained separate business locations, signage, and websites, all identifying as either Gwinnett Mitsubishi or Gwinnett Suzuki, the operations of these businesses are heavily intertwined. Both stores share certain common employees, including but not limited to their title clerk and compliance manager. Gwinnett Mitsubishi and Gwinnett Suzuki also interchangeably use sales documents and other forms and use the same company to finance both stores' vehicle acquisitions. Consumers have consistently alleged complaints against both stores for one purchase transaction because of their confusion as to which store actually sold them a vehicle. Both dealerships have engaged in similar acts or practices as more specifically alleged herein.

DEFENDANTS' BUSINESS PRACTICES

TAG AND TITLE PROCESSING

19.

With limited exceptions, vehicles sold at retail by Georgia motor vehicle dealers cannot lawfully be operated within this State unless properly registered and titled in the purchaser's name. Georgia motor vehicle dealers are legally obligated to process title and registration for the vehicles they sell within thirty (30) days following a sale, so that purchasers can lawfully operate their vehicles.

20.

At the time of each sale, Defendants represent that they will process title and/or registration documents related to the consumer's vehicle in a timely manner.

21.

At the time of each sale, Defendants also provide a temporary operating permit which enables the purchaser to drive the vehicle while Defendants are processing and filing title and/or registration documents. These permits are provided as vehicle tags that are affixed to the rear of the vehicle, and they are valid for a limited forty-five (45) day period.

22.

Defendants have repeatedly failed to title and/or register consumer vehicles during the thirty (30) to forty-five (45) day period following a consumer's vehicle purchase. Following the expiration of the initial thirty (30) to forty-five (45) day period, consumers have waited months for their vehicles to be properly titled and/or registered.

23.

Although motor vehicle dealers are required to issue the initial temporary operating permits to purchasers, dealers are prohibited from renewing or reissuing temporary operating permits.

24.

Some consumers have reported that when Defendants were unable or unwilling to properly title and/or register consumer vehicles within thirty (30) to forty-five (45) days of the date of sale, Defendants instructed them to return to the dealerships to obtain new temporary operating permits.

25.

Defendants have issued additional temporary operating permits to some consumers in addition to the initial temporary operating permit issued at the time of sale.

26.

Because motor vehicle dealers are not permitted to issue additional temporary operating permits for the same transaction, Defendants altered information submitted to the Georgia Department of Revenue so as to appear that Defendants were issuing a temporary operating permit to a new purchaser. Defendants have changed information such as consumer names or Vehicle Identification Numbers to “trick” the system into issuing new temporary operating permits.

27.

A dealer issued additional temporary operating permit is not a valid temporary operating permit.

28.

With limited exceptions, after a valid temporary operating permit expires, a purchaser cannot drive the vehicle legally until it is titled, registered and has a permanent vehicle tag.

29.

Consumers with expired temporary operating permits have faced two equally untenable options: (1) either continue to operate their vehicles illegally and risk potential penalties, including traffic citations and vehicle impoundment, or (2) cease using the vehicle entirely until the consumers obtain permanent vehicle tags. In most cases where the purchaser has financed the vehicle purchase through a lender, the purchaser is still required to continue to make loan payments despite the fact that he or she cannot legally drive the vehicle.

30.

Consumers report that following the expiration of the thirty (30) to forty-five (45) day period following their vehicle purchases, they have tried repeatedly to contact Defendants. These consumers report Defendants wait weeks and then months to respond to inquiries, if at all, ignore emails, letters and voicemails and eventually cease communication entirely, while continuing not to title and/or register the vehicles.

TRADE-INS

31.

In some instances, Defendants accepted "trade-in" vehicles in conjunction with consumers' purchases of new vehicles. On occasion, consumers who traded in their vehicles still owed money on the vehicles they traded.

32.

As a part of these transactions, Defendants represented that they would satisfy the consumers' existing loans in a timely fashion. In some circumstances, Defendants have even represented to consumers the specific time period within which the loan balances on their trade-in would be paid.

33.

Defendants have failed to satisfy trade-in vehicle loans, either within the specific time period represented to some consumers or within any reasonable period of time.

34.

Until Defendants have satisfied the trade-in loan, the consumer remains responsible for loan payments on both the trade-in and the newly purchased vehicle. Consumers have reported that because they lacked the resources to pay two different car loans, they have suffered harm to

their credit when the trade-in vehicle lienholders reported missed payments to the credit bureaus. Other consumers have made multiple payments on both their trade-in loans and the vehicles purchased from Defendants.

CHARGES FOR FEES

35.

In sales documents, Defendants represent that certain charges are for “title” or other types of governmental fees. In fact, Defendants charge amounts far in excess of the fees required by the government. For example, consumers have been charged “title” fees of \$99, and other consumers have been charged other amounts, all over and above the amounts charged by and remitted to the government.

CAR SALES TO PURCHASERS IN COUNTIES REQUIRING EMISSIONS CERTIFICATES

36.

In thirteen Georgia counties (“emissions counties”), a vehicle cannot be registered unless it has passed an emissions test and has a valid, unexpired certificate of emissions. Dealers who sell vehicles that are to be registered in those counties are legally required to ensure that they have valid, passing emissions certificates at the time of sale.

37.

At the time of Defendants sale of every vehicle, consumers provide Defendants with the address to be used for purposes of titling and registration.

38.

The sales documents used by Defendants contain implied representations that vehicles to be registered in counties have the requisite certificates of emissions.

39.

Defendants sell vehicles without valid, unexpired certificates of emissions to consumers residing in emissions counties; charge for registration; and represent that Defendants will register the vehicles in those counties, despite the fact that Defendants know registration will not be possible.

40.

Consumers whose vehicles cannot be registered as promised have reported that they had to visit an emissions testing facility and pay the costs of testing to register their vehicles.

THIRD PARTY PRODUCTS AND SERVICES

41.

In conjunction with the sale of motor vehicles, Defendants offer and sell products and services provided by third parties, such as extended vehicle service contracts and guaranteed asset protection insurance.

42.

Consumers who wish to purchase these products or services pay Defendants directly as part of their overall vehicle purchase. To activate the contractual coverage purchased by consumers, Defendants forward some portion of the funds collected from consumers to the appropriate third party.

43.

Despite Defendants' obligation to forward these funds, Defendants have failed to remit monies paid for these items within any reasonable period of time, leaving consumers without the benefit of the protections or services they have purchased.

44.

When consumers contact Defendants regarding Defendants' failure to activate certain products or services, they are routed to unanswered voicemails, send emails without receiving replies, and are generally ignored.

45.

Other consumers who purchased these third party products and services have received the products they purchased and subsequently decided to cancel these contracts and receive refunds. On information and belief, under the terms of most, if not all, of these contracts, consumers can cancel and are to be refunded a pro-rated amount of the original purchase price upon cancellation.

46.

Consumers seeking to cancel the products report they have contacted Defendants and have been either entirely ignored or made to wait weeks or even months to secure cancellations.

47.

On other occasions, consumers report that Defendants have represented they will cancel the contracts but then fail to provide the related refunds in any reasonable period of time. Consumers report waiting months to receive refunds.

ADVERTISING

48.

On the dealership website for Gwinnett Mitsubishi, Defendants have advertised that consumers who intended to trade-in their vehicles could do so as part of the dealership's "Cash for Junkers" program. This program advertised that consumers would receive \$3,000 more than Kelly Blue Book's fair market value for each trade-in vehicle subject to deductions from that value for the mileage and condition of the vehicle.

49.

On information and belief, few, if any, consumers would ever receive such an offer since deductions would be made for the mileage and the condition of the vehicle. On information and belief, even if no deductions were made and a consumer was provided \$3,000 over the referenced book value for the vehicle, he or she would not receive the full benefit of the offer since the cost of the new vehicle the consumer purchased would be increased to compensate the dealership for any loss it would sustain if the market value of the trade-in was less than \$3,000 over Kelly Blue Book's value.

50.

Also, on this website, Defendants advertised that consumers who came and test drove a vehicle would be entered into a drawing to win \$2,000 cash. The only disclosures and/or limitations that were included were: 1) no purchase was necessary to win, 2) employees and associates could not participate in the promotion, and 3) the offer could not be combined with any other offer. No other information was included.

VIOLATIONS OF THE FAIR BUSINESS PRACTICES ACT

51.

Plaintiff incorporates and re-alleges the preceding paragraphs above as if fully set forth hereinafter.

52.

Georgia Code Section 393(a) of the FBPA, O.C.G.A. § 10-1-393(a), prohibits “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce.”

53.

Defendants have engaged in consumer transactions, acts, or practices in the conduct of trade or commerce within the State of Georgia as defined in O.C.G.A. §§ 10-1-392(a)(7), (10), and (28).

54.

Defendants have, as discussed in detail below, engaged in numerous unfair or deceptive acts or practices.

55.

Georgia Code Section 10-1-397(b)(2) authorizes this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violation of the FBPA, including but not limited to a temporary restraining order or temporary or permanent injunction, monetary relief by way of civil penalties up to a maximum of \$5,000 per violation of the FBPA, restitution to any persons adversely affected by the Defendants' actions complained of herein, and other relief as the Court deems just and equitable.

COUNT I.

UNFAIR AND DECEPTIVE PRACTICES REGARDING THE TITLING AND/OR REGISTRATION OF CONSUMER VEHICLES

56.

In numerous instances Defendants have represented, expressly or by implication, that Defendants will process title and/or registration documentations within thirty (30) to forty-five days of the date of sale of a motor vehicle.

57.

In fact, Defendants do not complete the title and/or registration process within this time, leaving consumers unable to legally operate their vehicles.

58.

In numerous instances, Defendants have represented, expressly or by implication, that Defendants are authorized to issue valid additional temporary operating permits and have provided such additional permits to consumers who purchased Defendants' vehicles.

59.

In fact, Defendants are prohibited from issuing such additional permits and any additional temporary permits provided by Defendants are invalid.

60.

Defendants' acts or practices violate O.C.G.A. § 10-1-393(a), which prohibits unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce.

COUNT II.

MISREPRESENTATIONS AND UNFAIR AND DECEPTIVE PRACTICES REGARDING TRADE-IN VEHICLES

61.

In numerous instances in connection with the sale of vehicles to consumers, Defendants represented, explicitly or by implication, that consumers could trade-in vehicles still subject to unpaid loan balances and Defendants would satisfy those balances within a specific time frame or, if no time frame was represented, a reasonable time period.

62.

When Defendants accepted these trade-in vehicles with unpaid loan balances, however, Defendants failed to satisfy the loans within the time period Defendants had represented to consumers.

63.

Defendants' acts or practices violate O.C.G.A. § 10-1-393(a), which prohibits unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce.

COUNT III.

MISREPRESENTATIONS REGARDING DEFENDANTS' FEES

64.

In numerous instances, Defendants designated and collected "title" fees from consumers who purchased Defendants' vehicles.

65.

The amount Defendants collected, however, exceeded the amount required by the government for the titling and/or registration of vehicles.

66.

Defendants' acts or practices violate O.C.G.A. § 10-1-393(a), which prohibits unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce, as well as O.C.G.A. § 10-1-393(b)(5), which prohibits representing that goods or services have characteristics that they do not have.

COUNT IV.

UNFAIR AND DECEPTIVE PRACTICES REGARDING THE SALE OF VEHICLES WITHOUT A PASSING EMISSIONS CERTIFICATE

67.

In numerous instances, Defendants have represented, either expressly or by implication, that Defendants will register the vehicle a consumer purchased in the county of the consumer's residence. These consumers resided in Georgia counties where a vehicle must possess a valid,

unexpired certificate of emissions in order to be registered.

68.

In fact, some of Defendants' vehicles are ineligible for registration in those counties because they lack valid, unexpired certificates of emissions and Defendants were unable and legally prohibited from registering the vehicles as represented.

69.

Defendants' acts or practices violate O.C.G.A. § 10-1-393(a), which prohibits unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce, as well as O.C.G.A. § 10-1-393(b)(5), which prohibits representing that goods or services have characteristics that they do not have.

COUNT V.

**MISREPRESENTATIONS AND UNFAIR AND DECEPTIVE
PRACTICES REGARDING THIRD PARTY PRODUCTS**

70.

In numerous instances, Defendants collected payments from consumers for the purchase of third party products or services with the representation that Defendants would forward the consumers' payments to the third party provider within a specific time period, or if no time period was represented, within a reasonable period of time.

71.

Contrary to these representations, Defendants have entirely failed to forward these payments or have not done so in a reasonable time period, leaving consumers without the product that they purchased.

72.

In other instances, Defendants collected payments from consumers for third party products that provided, per their contractual terms, for cancellation and refunds.

73.

Defendants, however, refused to accept and/or process consumer refund requests and/or remit refunds to consumers who cancelled their third party products or service contracts within a reasonable period of time and/or per the terms of the third party contracts.

74.

Defendants' acts or practices violate O.C.G.A. § 10-1-393(a), which prohibits unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce, as well as O.C.G.A. § 10-1-393(b)(5), which prohibits representing that goods or services have characteristics that they do not have.

COUNT VI.

DEFENDANTS' UNFAIR AND DECEPTIVE ADVERTISING MISREPRESENTATIONS

75.

Defendants advertised a "Cash for Junkers" program in which consumers would receive a minimum amount of money for trade-in vehicles.

76.

On information and belief, few, if any consumers received the advertised amount of money.

77.

Defendants advertised a promotion, as defined by O.C.G.A. § 10-1-392(a)(27), offering certain consumers an opportunity to win a cash prize in exchange for conducting a test drive of Defendants' vehicles.

78.

Defendants' advertisement failed to comply with FBPA requirements governing promotions, including O.C.G.A. § 10-1-393(b)(16)(N.1) which prohibits offering cash prizes. Defendants also failed to include the following disclosures required by the FBPA:

- (a) Defendants failed to disclose any limitations on participant eligibility in violation of O.C.G.A. § 10-1-393(b)(16)(H);
- (b) Defendants failed to state the geographic area covered in the promotion in violation of O.C.G.A. § 10-1-393(b)(16)(K); and
- (c) Defendants failed to disclose participants' chances of winning a prize when receipt of such prize involves an element of chance in violation of O.C.G.A. § 10-1-393(b)(16)(D).

79.

Defendants' acts or practices violate O.C.C.A. § 10-1-393(b)(16), as well as O.C.G.A. § 10-1-393(a), which prohibits unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce, as well as O.C.G.A. § 10-1-393(b)(5), which prohibits representing that goods or services have characteristics that they do not have.

WHEREFORE, Plaintiff prays that the Court enter an Order:

- (a) Awarding such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action, including but not limited to issuing a temporary injunction restraining Defendants from engaging in the following acts or practices:
- i Misrepresenting to consumers who purchase Defendants' motor vehicles the time period by which Defendants will transfer title and/or register the consumers' vehicles;
 - ii Failing to properly transfer title and/or register vehicles which consumers purchase from Defendants no later than the date consumers' initial forty-five (45) day temporary operating permits expire;
 - iii In connection to the same transaction, issuing, printing and/or otherwise providing to any consumer more than one vehicle temporary operating permit or any other vehicle tag serving to extend the period during which a consumer may operate a vehicle without a permanent vehicle tag;
 - iv Accepting any consumer's vehicle as a trade-in that is subject to an unpaid loan balance unless Defendants satisfy the unpaid balance within a reasonable period of time not to exceed twenty-one (21) days from the date of Defendants' acceptance of the trade-in as part of a vehicle sale;
 - v Designating any fee Defendants charge and/or collect as part of Defendants' sale of a motor vehicle as a "tag," "title," or any other fee which is specifically charged by and collected on behalf of the government unless the specific fee is actually required by and remitted in

- its entirety to a government entity;
- vi. Representing to consumers residing in “emissions counties” that vehicles which do not have valid, unexpired certificates of emissions do, in fact, possess the requisite certificates when such is not the case;
 - vii. Representing that vehicles which do not have valid emissions certificates will be registered in emissions counties when such is not the case;
 - viii. For any product and/or service provided by a third party which Defendants sell to consumers, failing to take all necessary steps required of Defendants by that provider, including payment of money, to ensure that the third party product and/or service is available for consumers’ use within a reasonable period of time or by the date represented by Defendants to consumers;
 - ix. Failing to respond within a reasonable period of time to consumers’ inquiries regarding product and/or service cancellation, to accept and forward any consumer requests for cancellation and/or refund to the appropriate third party, and/or provide refunds to consumers related to these cancelled products and/or services within a reasonable period of time;
 - x. Representing in their advertising that Defendants will provide to any consumer, in exchange for a trade-in vehicle, any guaranteed amount of money, regardless of any disclosures or limitations Defendants may make regarding how the trade-in value will be calculated; and
 - xi. Advertising and/or conducting any promotion, as defined by O.C.G.A. § 10-1-392(a)(27), that does not comply with requirements of the FBPA, including but not limited to O.C.G.A. § 10-1-393(b)(16).

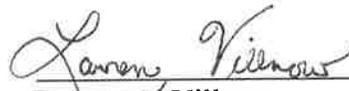
- (b) Permanently enjoining and restraining Defendants from violating the FBPA;
- (c) Requiring Defendants to pay restitution to consumers injured by Defendants' unfair and deceptive trade practices as described in Counts I through V, above;
- (d) Awarding civil penalties up to a maximum of \$5,000.00 per violation of the FBPA as provided by O.C.G.A. § 10-1-397(b)(2)(B);
- (e) Awarding Plaintiff reimbursement for costs and expenses incurred as a result of bringing this action; and
- (f) Granting such other and further relief as the Court deems just and proper.

This 17th day of August, 2017.

CHRISTOPHER M. CARR
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