

RETURN DATE: MAY 14, 2024 : SUPERIOR COURT
:
CORNELIOUS PHILLIPS : JUDICIAL DISTRICT OF HARTFORD
Individually and on Behalf of a Class :
of Others Similarly Situated : AT HARTFORD
:
v. :
:
EURO PERFORMANCE CARS INC. : MARCH 18, 2024

CLASS ACTION COMPLAINT

INTRODUCTION

1. Cornielious Phillips (“Plaintiff”) brings this consumer class action on behalf of himself and others similarly situated who purchased a motor vehicle from the defendant, Euro Performance Cars Inc. d/b/a Valenti Maserati (“Valenti Maserati”) and who have paid a fee of \$199 or more for etching the Vehicle Identification Number of their vehicles (“VIN Etching”) on their vehicles’ glass.

2. Plaintiff brings this action as a class action proceeding in accordance with Conn. Gen. Stat. § 42-110g(b) and Practice Book §9-7 *et seq.* Plaintiff alleges that Valenti Maserati violated the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.* (“CUTPA”), in connection with thousands of sales of motor vehicles. Plaintiff seeks monetary damages, punitive damages, and injunctive relief.

PARTIES

3. Plaintiff is over the age of 18 and resides in East Hartford, Connecticut.

4. Plaintiff brings this action on his own behalf and on behalf of a class of others (the "Class") similarly situated to him.

5. Valenti Maserati is a Connecticut corporation and a licensed dealer in new and used motor vehicles with a place of business in Hartford, Connecticut. It is a new car dealership for Maserati automobiles, and it also sells used motor vehicles.

6. Every year, hundreds, if not thousands, of consumers purchase new or used motor vehicles from Valenti Maserati.

CONNECTICUT'S REQUIREMENTS REGARDING THE OFFERING OF VIN ETCHING SERVICES AND THE LIMITATIONS ON COSTS IMPOSED BY DEALERSHIPS

7. The etching of the glass of motor vehicles with a vehicle's identification number ("VIN Etching") is perceived by many to be a deterrent to theft, because auto glass with VIN Etching is difficult for thieves to sell, and it is more difficult for thieves to dispose of vehicles with VIN Etching.

8. Connecticut enacted PA 89-313, as amended by subsequent Public Acts and codified as Conn. Gen. Stat. § 14-99h, in order to encourage VIN Etching as a means of reducing automotive theft and the public harm caused by motor vehicle collisions involving stolen vehicles.

9. Prior to being amended on July 1, 2022 by P.A. 21-175, Conn. Gen. Stat. § 14-99h provided that Connecticut car dealerships were required to offer the purchasers of new or used motor vehicles the optional service of etching the complete vehicle identification number (“VIN”) on the glass of each such vehicle.

10. Subsection 14-99h(c) substantively limited the amounts that car dealerships can charge for VIN Etching by providing that “Each new car dealer, used car dealer or lessor shall charge **reasonable rates** for etching services” [emphasis added].

11. The requirement that the rates for etching services be reasonable was retained following the amendment of Conn. Gen. Stat. § 14-99h under P.A. 21-175.

12. Subsection 14-99h(c) limits the amounts that car dealerships can charge for VIN Etching by providing that “Each new car dealer, used car dealer or lessor shall charge **reasonable rates** for etching services” [emphasis added].

13. Subsection 14-99h(c) also provides that car dealerships are required to file a rate schedule with the Commissioner of the Department of Motor Vehicles and that “No such dealer or lessor may charge any rate for such etching services or parts marking services which is **greater than the rates contained in the most recent schedule filed with the commissioner**” [emphasis added].

**VALENTI MASERATI'S UNREASONABLY HIGH CHARGE
FOR VIN ETCHING**

14. Valenti Maserati has a business practice of charging consumers a fee of \$199 or more for VIN etching, and it has this rate preprinted on its standard purchase order form.

15. The cost to Valenti Maserati to perform VIN Etching services is minimal, and the Plaintiff believes and accordingly alleges that their costs for labor and materials performing these services are substantially less than \$20.

16. Valenti Maserati may include as part of its VIN Etching service the provision of a contract that provides certain benefits paid by third party administrators to consumers in the event that their vehicles are stolen. The cost to Valenti Maserati for the registration and placement of those contracts is approximately \$25.

17. The inclusion of these contracts, which Valenti Maserati improperly ties to VIN Etching services, is not contemplated by Conn. Gen. Stat. § 14-99h.

18. Additionally, because these contracts provide compensation to buyers upon a loss contingency, they are considered insurance contracts under Conn. Gen. Stat. § 38a-1(11).

19. Consumers are able to perform VIN Etching themselves at a cost considerably less than the \$199 charge imposed by Valenti Maserati. VIN Etching kits can be purchased online for as low as \$20.¹

20. Valenti Maserati's charge of \$199 is not reasonable considering its cost to perform VIN Etching and the cost at which consumers can perform this service themselves.

**VALENTI MASERATI'S CHARGE EXCEEDS THE RATE SCHEDULE POSTED
WITH THE COMMISSIONER OF MOTOR VEHICLES**

21. On or about April 3, 2012, Valenti Maserati filed with the Connecticut Department of Motor Vehicles a rate for VIN etching services of \$179.

22. Valenti Maserati's charges for VIN Etching are higher than the posted rate in direct violation of Conn. Gen. Stat. § 14-99h requiring that the charge does not exceed the posted rate.

PLAINTIFFS' TRANSACTION

23. Plaintiff purchased a motor vehicle from Valenti Maserati in May of 2022.

24. Valenti Maserati charged the Plaintiff a VIN Etching fee of \$199 as part of the transaction.

¹ https://www.amazon.com/Etching-Auto-Vehicle-Glass-Anti-Theft/dp/B01J6GAM74/ref=sr_1_6?keywords=VIN+Etching+kit&qid=1683988257&sr=8-6 (last visited March 13, 2024).

CLASS ALLEGATIONS

25. Plaintiffs bring this action as a class action.

26. The Class is comprised of individuals who are similarly situated to the Plaintiff in that during the period commencing three years prior to the initiation of this action they:

- a. Purchased a motor vehicle from Valenti Maserati; and
- b. Valenti Maserati charged them a fee of more than \$179 for VIN

Etching.

27. The following categories of individuals are excluded from the scope of the Class: (a) individuals other than the Plaintiff who have, prior to the certification of any class in this action, asserted claims against Valenti Maserati in court or arbitration under the Connecticut Unfair Trade Practices Act; (b) former and current employees of Valenti Maserati; and (c) individuals who are not natural persons.

28. Plaintiff is unable to state the precise number of individuals in the Class, because that information is exclusively in the possession of Valenti Maserati and is ascertainable through discovery. Plaintiff believes, and on that basis alleges, that the Class consists of more than 600 individuals. Plaintiff bases this allegation upon Valenti Maserati's business practices, the size of its inventory, and its advertising practices.

29. There is a community of interest among the members of the Class in that there are questions of law and fact common to the Class. Specifically, all of the Class Members' claims involve the question of whether the VIN Etch fee charged by Valenti Maserati is reasonable and whether Valenti Maserati has violated CUTPA by charging an unreasonable fee and by charging more than the rate filed with the CT DMV.

30. Plaintiff's claims are typical of those of the Class that he seeks to represent.

31. Plaintiff is an adequate class representative, and he is represented by counsel competent and experienced in both auto dealer fraud claims and class action litigation.

FIRST CAUSE OF ACTION: CUTPA CLAIM FOR DAMAGES - CLASSWIDE

1-31. Plaintiff incorporates paragraphs 1-31 of the Introductory Paragraphs and Class Allegations.

32. This is a class claim brought for damages pursuant to Connecticut Practice Book § 9-7 and § 9-8(3).

33. Valenti Maserati has violated CUTPA by charging the Plaintiff and the Class Members an unreasonably high fee for VIN Etching and for charging more than

the posted rate in violation of Conn. Gen. Stat. § 14-99h, a *per se* violation of CUTPA under Conn. Agency. Reg. § 42-110b-28(23).

34. The common questions of law and fact predominate over any individual questions in that the determination of whether Valenti Maserati's VIN Etching fee is reasonable and whether it exceeded the posted rate can be adjudicated on a class-wide basis using evidence generally applicable to all of the Class Members' claims.

35. A class action is superior to other methods for the fair and efficient adjudication of the controversy. Because the damages suffered by individual Class Members are relatively small compared to the expense and burden of litigation, it would be impracticable and economically unfeasible for the Class Members to seek redress individually. The prosecution of separate actions by the individual Class Members, even if possible or likely, would create a risk of inconsistent or varying adjudications with respect to the claims asserted by individual Class Members, and could create incompatible standards of conduct for Valenti Maserati.

36. Valenti Maserati is liable to the Plaintiff and the Class Members for their damages.

37. Valenti Maserati is also liable, in the discretion of the Court, for punitive damages and attorney's fees.

**SECOND CAUSE OF ACTION: CUTPA CLAIM FOR INJUNCTIVE RELIEF -
CLASSWIDE**

1-31. Plaintiff incorporates paragraphs 1-31 of the Introductory Paragraphs and Class Allegations.

32. This is a class claim for injunctive relief brought pursuant to Connecticut Practice Book § 9-7 and § 9-8(2).

33. Valenti Maserati has violated CUTPA by charging Plaintiff and the Class Members an unreasonably high fee for VIN Etching and for charging more than the posted rate in violation of Conn. Gen. Stat. § 14-99h, a *per se* violation of CUTPA under Conn. Agency. Reg. § 42-110b-28(23).

34. Valenti Maserati continues to sell motor vehicles and charge consumers a rate of \$199 for VIN Etching services.

35. Valenti Maserati utilizes a CRM (Customer Relationship Management) program by which it regularly contacts the Class Members for purposes of continuously marketing motor vehicles to them.

36. The Class Members are particularly vulnerable to being charged an unreasonably high VIN Etching fee in future transactions due to Valenti Maserati's continued marketing efforts directed towards them.

37. Valenti Maserati has acted or refuses to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief under Conn. Gen. Stat. § 42-110g(d).

38. Plaintiff seeks, on behalf of himself and the Class Members, injunctive relief in the form of an order prohibiting Valenti Maserati from charging more than \$60, or such other amount that the Court deems reasonable, for VIN Etching.

39. Valenti Maserati is also liable, in the discretion of the Court, for punitive damages and attorney's fees.

THIRD CAUSE OF ACTION: CUTPA CLAIM FOR DAMAGES - PLAINTIFF ONLY

1-24. Plaintiff incorporates paragraphs 1-24 of the Introductory Paragraphs.

25. This claim is asserted by the Plaintiff on an individual basis in the alternative to his claims asserted on behalf of a class.

26. Valenti Maserati has violated CUTPA by charging the Plaintiff an unreasonably high fee for VIN Etching and for charging more than the posted rate in violation of Conn. Gen. Stat. § 14-99h, a *per se* violation of CUTPA under Conn. Agency. Reg. § 42-110b-28(23).

27. Valenti Maserati is liable to the Plaintiff for damages.

28. Valenti Maserati is also liable, in the discretion of the Court, for punitive damages and attorney's fees.

WHEREFORE, Plaintiff seeks the following relief for himself and the Class

Members:

- (1) On behalf of themselves and the Class, damages pursuant to Conn. Gen. Stat. § 42-110g(a) in excess of \$15,000;
- (2) On behalf of themselves and the Class, punitive damages pursuant to Conn. Gen. Stat. § 42-110g(a);
- (3) On behalf of themselves and the Class, injunctive relief pursuant to Conn. Gen. Stat. § 42-110g(d);
- (4) Attorney's fees pursuant to Conn. Gen. Stat. § 42-110g(d); and
- (5) Costs pursuant to Conn. Gen. Stat. § 42-110g(d).

PLAINTIFF, CORNIELIOUS PHILLIPS,
individually and on Behalf of Classes of Others
Similarly Situated

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