

RETURN DATE: MAY 14, 2024	:	SUPERIOR COURT
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DAVID WEYANT, JR. AND PATRICIA WEYANT	:	JUDICIAL DISTRICT OF
Individually and on Behalf of a Class	:	NEW HAVEN
of Others Similarly Situated	:	
	:	
v.	:	
	:	
PENTAGON AUTOMOTIVE GROUP LLC	:	MARCH 19, 2023

**CLASS ACTION COMPLAINT**

**INTRODUCTION**

1. David Weyant, Jr. and Patricia Weyant (collectively “Plaintiffs”) bring this consumer class action on behalf of themselves and others similarly situated who purchased a motor vehicle from the defendant, Pentagon Automotive Group LLC d/b/a Ford of Branford US 1 (“Ford of Branford”) and who have paid a fee of \$299 or more for etching the Vehicle Identification Number of their vehicles (“VIN Etching”) on their vehicles’ glass.

2. Plaintiffs bring this action as a class action proceeding in accordance with Conn. Gen. Stat. § 42-110g(b) and Practice Book §9-7 *et seq.* Plaintiffs allege that Ford of Branford violated the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a

*et seq.* (“CUTPA”), in connection with thousands of sales of motor vehicles. Plaintiffs seek monetary damages, punitive damages, and injunctive relief.

### **PARTIES**

3. Plaintiffs are over the age of 18 and reside in Milford, Connecticut.

4. Plaintiffs bring this action on their own behalf and on behalf of a class of others (the “Class”) similarly situated to them.

5. Ford of Branford is a Connecticut limited liability company and a licensed dealer in new and used motor vehicles with a place of business in Branford, Connecticut. It is a new car dealership for automobiles and trucks manufactured by Ford Motor Company, and it also sells used motor vehicles.

6. Every year, thousands of consumers purchase new or used motor vehicles from Ford of Branford.

### **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.

**FORD OF BRANFORD’S UNREASONABLY HIGH CHARGE  
FOR VIN ETCHING**

12. Ford of Branford has a business practice of charging consumers a fee of \$299 for VIN etching, and it has this rate preprinted on its standard purchase order form.

13. The cost to Ford of Branford to perform VIN Etching services is minimal, and Plaintiffs believe and accordingly allege that their costs for labor and materials performing these services are substantially less than \$20.

14. Ford of Branford 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 Ford of Branford for the registration and placement of those contracts is approximately \$25.

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

16. Consumers are able to perform VIN Etching themselves at a cost considerably less than the \$299 charge imposed by Ford of Branford. VIN Etching kits can be purchased online for as low as \$20.<sup>1</sup>

17. Ford of Branford's charge of \$299 is not reasonable considering its cost to perform VIN Etching and the cost at which consumers can perform this service themselves.

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<sup>1</sup> [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](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).

### PLAINTIFFS' TRANSACTION

18. Plaintiffs purchased a motor vehicle from Ford of Branford in January of 2022.

19. Ford of Branford charged Plaintiffs a VIN Etching fee of \$299 as part of the transaction.

### CLASS ALLEGATIONS

20. Plaintiffs bring this action as a class action.

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

- a. Purchased a motor vehicle from Ford of Branford; and
- b. Ford of Branford charged them a fee of \$299 or more for VIN

Etching.

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

23. Plaintiffs are unable to state the precise number of individuals in the Class, because that information is exclusively in the possession of Ford of Branford and is ascertainable through discovery. Plaintiffs believe, and on that basis allege, that the Class consists of more than 2,000 individuals. Plaintiffs base this allegation upon Ford of Branford's business practices, the size of its inventory, and its advertising practices.

24. 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 Ford of Branford is reasonable and whether Ford of Branford has violated CUTPA by charging an unreasonable fee.

25. Plaintiffs' claims are typical of those of the Class that they seek to represent.

26. Plaintiffs are adequate class representatives, and they are 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**

1-26. Plaintiffs incorporate paragraphs 1-26 of the Introductory Paragraphs and Class Allegations.

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

28. Ford of Branford has violated CUTPA by charging Plaintiffs and the Class Members an unreasonably high fee for VIN Etching in violation of Conn. Gen. Stat. § 14-99h, a *per se* violation of CUTPA under Conn. Agency. Reg. § 42-110b-28(23).

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

30. 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 Ford of Branford.

31. Ford of Branford is liable to the Plaintiffs and the Class Members for their damages.

32. Ford of Branford 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**

1-26. Plaintiffs incorporate paragraphs 1-26 of the Introductory Paragraphs and Class Allegations.

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

28. Ford of Branford has violated CUTPA by charging Plaintiffs and the Class Members an unreasonably high fee for VIN Etching in violation of Conn. Gen. Stat. § 14-99h, a *per se* violation of CUTPA under Conn. Agency. Reg. § 42-110b-28(23).

29. Ford of Branford continues to sell motor vehicles and charge consumers a rate of \$299 for VIN Etching services.

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

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



32. Ford of Branford 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).

33. Plaintiffs seek, on behalf of themselves and the Class Members, injunctive relief in the form of an order prohibiting Ford of Branford from charging more than \$60, or such other amount that the Court deems reasonable, for VIN Etching.

34. Ford of Branford is also liable, in the discretion of the Court, for punitive damages and attorney's fees.

**THIRD CAUSE OF ACTION: CUTPA CLAIM FOR DAMAGES - PLAINTIFFS ONLY**

1-19. Plaintiffs incorporate paragraphs 1-19 of the Introductory Paragraphs.

20. This claim is asserted by Plaintiffs on an individual basis in the alternative to their claims asserted on behalf of a class.

21. Ford of Branford has violated CUTPA by charging Plaintiffs an unreasonably high fee for VIN Etching in violation of Conn. Gen. Stat. § 14-99h, a *per se* violation of CUTPA under Conn. Agency. Reg. § 42-110b-28(23).

22. Ford of Branford is liable to the Plaintiffs for damages.

23. Ford of Branford is also liable, in the discretion of the Court, for punitive damages and attorney's fees.

**WHEREFORE**, Plaintiffs seek the following relief for themselves 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).

PLAINTIFFS, DAVID WEYANT, JR. AND  
PATRICIA WEYANT, individually and on  
Behalf of Classes of Others Similarly Situated

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



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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Conn. Car Dealers Hit with Class Action Lawsuits Over VIN Etching Fees](#)

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