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|---------------------------------------|---|----------------------|
| RETURN DATE: MAY 14, 2024             | : | SUPERIOR COURT       |
|                                       | : |                      |
| ALVIN WILLIAMS                        | : |                      |
|                                       | : | JUDICIAL DISTRICT OF |
| Individually and on Behalf of a Class | : | NEW HAVEN            |
| of Others Similarly Situated          | : |                      |
|                                       | : |                      |
| v.                                    | : |                      |
|                                       | : |                      |
| NAPOLI MOTORS, INC.                   | : | MARCH 13, 2024       |

**CLASS ACTION COMPLAINT**

**INTRODUCTION**

1. Alvin Williams (the “Plaintiff”) brings this consumer class action on behalf of himself and others similarly situated who purchased a motor vehicle from the defendant, Napoli Motors, Inc. (“Napoli Motors”) 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. 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.* Plaintiffs allege that Napoli Motors 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 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. Napoli Motors is a Connecticut corporation and a licensed dealer in new and used motor vehicles with a place of business in Milford, Connecticut. It is a new car dealership for automobiles and trucks manufactured by Nissan USA under the brand names of Nissan, and it also sells used motor vehicles.

6. Every year, thousands of consumers purchase new or used motor vehicles from Napoli Motors.

### **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.

**NAPOLI MOTOR’S UNREASONABLY HIGH CHARGE**  
**FOR VIN ETCHING**

12. Napoli Motors 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 Napoli Motors to perform VIN Etching services is minimal, and Plaintiff believes and accordingly alleges that his costs for labor and materials performing these services are substantially less than \$20.

14. Napoli Motors 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 Napoli Motors for the registration and placement of those contracts is approximately \$25.

15. The inclusion of these contracts, which Napoli Motors 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 Napoli Motors. VIN Etching kits can be purchased online for as low as \$20.<sup>1</sup>

17. Napoli Motors' 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. Plaintiff purchased a motor vehicle from Napoli Motors in November of 2021.

19. Napoli Motors charged the Plaintiff a VIN Etching fee of \$299 as part of the transaction.

### CLASS ALLEGATIONS

20. Plaintiff brings this action as a class action.

21. 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 Napoli Motors; and
- b. Napoli Motors 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 Plaintiff who have, prior to the certification of any class in this action, asserted claims against Napoli Motors in court or arbitration under the Connecticut Unfair Trade Practices Act; (b) former and current employees of Napoli Motors; and (c) individuals who are not natural persons.

23. Plaintiff is unable to state the precise number of individuals in the Class, because that information is exclusively in the possession of Napoli Motors and is

ascertainable through discovery. Plaintiff believes, and on that basis alleges, that the Class consists of more than 2,000 individuals. Plaintiff bases this allegation upon Napoli Motors' 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 Napoli Motors is reasonable and whether Napoli Motors has violated CUTPA by charging an unreasonable fee.

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

26. 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**

1-26. Plaintiff incorporates 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. Napoli Motors has violated CUTPA by charging the Plaintiff 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 Napoli Motors' 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 Napoli Motors.

31. Napoli Motors is liable to the Plaintiff and the Class Members for their damages.

32. Napoli Motors 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. Plaintiff incorporates 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. Napoli Motors has violated CUTPA by charging the Plaintiff 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. Napoli Motors continues to sell motor vehicles and charge consumers a rate of \$299 for VIN Etching services.

30. Napoli Motors 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 Napoli Motors' continued marketing efforts directed towards them.



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

34. Napoli Motors 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**

1-19. Plaintiff incorporates paragraphs 1-19 of the Introductory Paragraphs.

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

21. Napoli Motors has violated CUTPA by charging the Plaintiff 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. Napoli Motors is liable to the Plaintiff for damages.

23. Napoli Motors 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 himself and the Class, damages pursuant to Conn. Gen. Stat. § 42-110g(a) in excess of \$15,000;
- (2) On behalf of himself and the Class, punitive damages pursuant to Conn. Gen. Stat. § 42-110g(a);
- (3) On behalf of himself 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, ALVIN WILLIAMS, individually  
and on Behalf of Classes of Others Similarly  
Situated

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

  
Daniel S. Blinn #307109  
dblinn@consumerlawgroup.com  
Paulette N. Eze  
peze@consumerlawgroup.com  
Consumer Law Group, LLC  
Consumer Law Group, LLC  
35 Cold Spring Rd. Suite 512  
Rocky Hill, CT 06067  
Tel. (860) 571-0408  
Fax (860) 571-7457  
Juris No. 414047