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Issue 4 | 2020

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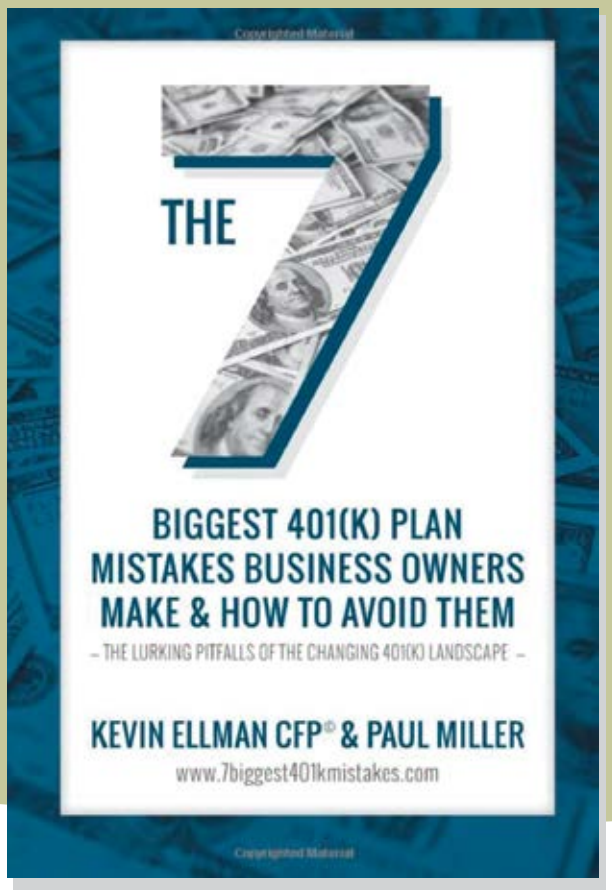

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NADA Retirement from EMPOWER RETIREMENT

Chairwoman's MESSAGE | BY Judith A. Schumacher-Tilton

Dealers Have Always Responded to the Needs of Their Customers

Customers are the lifeblood of any dealership. If consumers aren't purchasing cars and trucks or servicing them properly, our businesses suffer. That is why dealerships have **ALWAYS** adapted to serve our customers **WHERE** they want, **WHEN** they want and **HOW** they want. That quick ability to adapt was never more important than it was in 2020.

The COVID-19 pandemic turned the world upside down in March. Thankfully, dealership service departments were deemed essential and remained open in the early days of the pandemic. Online sales were also allowed, and dealerships quickly ramped up or expanded their digital capabilities to serve customers safely. Sales plummeted nearly 80% in the second half of March and April. Still, NJ CAR fought hard for us, and Governor Murphy ultimately modified his earliest Executive Orders to allow in-person sales in May. Sales have improved every month, and there is a reason why. **New Jersey dealerships have consistently shown their commitment to implementing and adhering to policies that prevent the spread of infectious diseases (*like COVID-19*) in dealerships.**

One of the most visible ways our industry has stepped up is to adopt the NJ CAR Clean Program, which was launched in September 2020 and has already certified hundreds of dealership rooftops. The program took guidelines from the Center For Disease Control (*CDC*), Occupational Safety & Health Administration (*OSHA*), Department of Health (*DOH*) and others and tailored them to the dealership environment. This industry-specific approach continues to help dealerships operate a safer and healthier retail environment.

In the unfortunate event that a dealership suffers an outbreak or has a complaint made against them, it is critical they can show they met all legal and regulatory requirements or went above and beyond COVID-related requirements. By implementing (*and maintaining*) the comprehensive NJ CAR Clean Program, participating dealerships can make sure they are compliant with the most current requirements.

For those who have not yet become NJ CAR Clean certified, the program provides participating members access to live and pre-recorded educational webinars, a detailed pandemic prevention manual, printable self-health checks, My Health Champion (*a digital health check solution*), cleaning checklists, and bold and informative promotional materials (*posters, door clings, window stickers, hangtags and door seals*). The program also provides access to subject matter experts ready to address any questions or concerns dealerships may have regarding what is required of them in these challenging times.

It's not enough for dealerships to implement the COVID-related sanitization and operational requirements. They need to make sure everyone knows what they are doing. That is why the engaging promotional materials provided to NJ CAR Clean certified dealerships are so critical.

The coalition is also helping make sure the public and elected officials know about the NJ CAR Clean program and the dealership community's dedication to the health and safety of their employees and customers by executing an aggressive public relations campaign, including a 30-second public service announcement that NJ CAR produced and has been running on television since Thanksgiving. As the PSA says, "Each day, with every transaction, dealerships safely serve their customers by adopting the NJ CAR CLEAN program."

If you haven't already done so, contact Breanna Esquilin (*besquilin@njcar.org*) or Charles Russo (*crusso@njcar.org*) to learn how your dealership(*s*) can become NJ CAR Clean certified. nj car

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President's MESSAGE | BY JAMES B. APPLETON

2021 Is Another Important Election Year In New Jersey

Other than COVID, the 2020 election was the dominant news story much of this past year. There was some suspense, as control of the Senate was left up in the air and was determined by two runoff elections in Georgia in early January.

2020 was an important election, but 2021 is also critical right here in New Jersey, with all 120 members of the New Jersey State Senate and General Assembly on the ballot and Democratic Governor Phil Murphy running for a second term against a yet-to-be-determined Republican challenger. Former Assemblyman Jack Ciattarelli has already announced his candidacy. So has Republican State Chairman Doug Steinhardt. Others are expected to enter the race, although Minority Leader of the Assembly Jon Bramnick has indicated he will **NOT** run for the nomination.

Auto retailers have a huge stake in the outcome of this election. It is critical that CAR-PAC, NJ CAR's political action committee, has the necessary financial resources to support candidates (*on both sides of the aisle*) who support auto retailers. An actively engaged CAR-PAC ensures the dealers' voices are heard in Trenton on a wide variety of important public policy issues.

The industry is faced with a near-constant barrage of regulatory issues. In New Jersey, auto retailers have sued the Murphy Administration for its failure to enforce motor vehicle licensing laws restricting manufacturer direct sales and "bait and switch" motor vehicle advertising tactics employed by Tesla. As Tesla grows and other direct sale electric vehicle companies (*Lucid, Rivian*) enter the market, auto retailers will be looking to the Governor and the Attorney General, the Director of Division of Consumers Affairs and the NJMVC to enforce the law and ensure a level playing field. This is something the current Administration has failed to do.

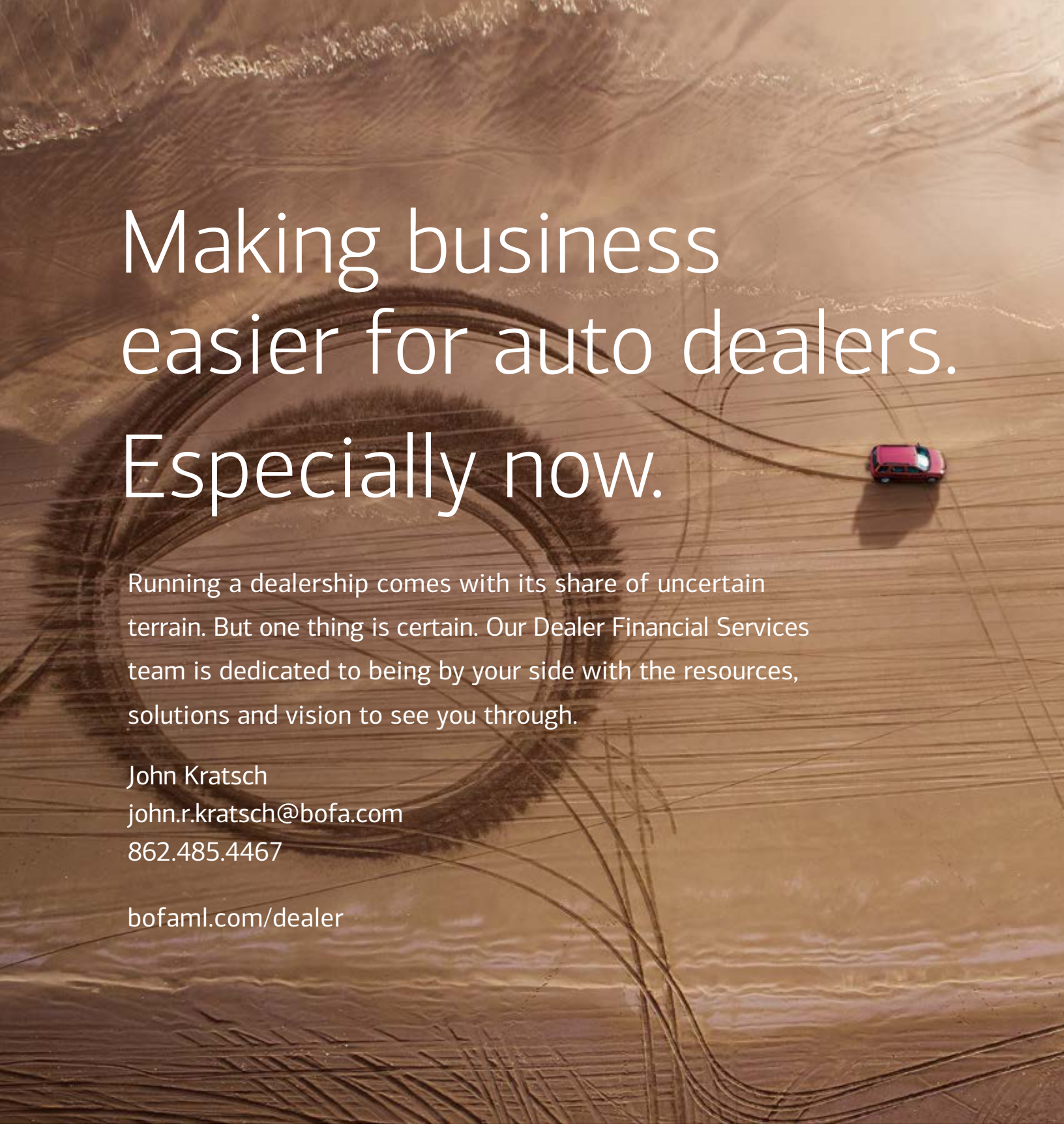
These same issues, and more, are likely to play out in the Legislature this year or next. Meanwhile, new mobility and growing consumer demand for online and remote auto sales require NJ CAR to get out ahead of the curve. NJ CAR has backed a Motor Vehicle Subscription Service bill that would allow licensed dealerships to offer subscription services from available inventory while prohibiting manufacturers from using subscription service programs as a workaround for direct sales to consumers.

Franchised new car and truck dealers have also been promoting legislation that would permit online and remote sales, which are not technically allowed by current law (*but has been allowed through Governor Murphy's COVID-related executive orders*). The legislation would also authorize electronic signatures and electronic transfer of motor vehicle documents and require all online marketing to be compliant with New Jersey motor vehicle consumer protection advertising regulations.

This is a heavy agenda and the future of auto retailing in New Jersey hangs in the balance. CAR-PAC has set a goal to raise $500,000 this election cycle, so I am asking every dealership to honor their quarterly CAR-PAC invoice **and consider making an additional contribution to CAR-PAC.**

Remember, the New Jersey Election Law Enforcement Commission (*ELEC*) rules allow contributions to a political action committee of up to $8,200 per business or jointly controlled business. That means a dealer who owns one store can contribute up to $8,200 per election cycle, and a dealer with 10 stores can contribute a **TOTAL** of $8,200 across **ALL** stores. And, don't forget, contributions to CAR-PAC can be made with corporate funds. Checks should be made payable to CAR-PAC and forwarded to NJ CAR Headquarters (*856 River Road, West Trenton, NJ 08628*).

If every dealer does their part, CAR-PAC will be well-positioned to participate fully in this year's gubernatorial and legislative races. If you have any questions about how much your dealership or group can still contribute this cycle, please contact me at 609.883.5056, x330 or via email at jappleton@njcar.org. **nj car**



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NADA Director's MESSAGE | BY RICHARD A. DESILVA, SR.

What The COVID Pandemic Has Taught Us About The Future Of Auto Retailing

Recently retired National Automobile Dealers Association (NADA) President and CEO Peter Welch authored a column near the end of his tenure that I feel everyone should read. What follows is an edited version of Peter's important message:

The coronavirus pandemic has taught everyone important lessons. One of the biggest is that the business of selling and servicing cars and trucks is essential to the safety and well-being of Americans. Our personal vehicles have proven instrumental in getting us through this pandemic. They've brought doctors, nurses and patients to hospitals, researchers to the lab, kids to schools (*when schools are open*) and all of us to the grocery store or other appointments.

As we wade through another spike in COVID cases, policymakers must remember that not every vehicle sale is a discretionary purchase. Tens of thousands of cars and trucks break down, get totaled in accidents or need to be scrapped every single day. Those that can't be repaired need to be replaced, so auto dealerships **MUST** be able to conduct vehicle sales in some capacity.

This brings us to another lesson: Auto dealers are more willing to embrace change and disruption than most people give them credit for. In the early days of the pandemic, dealers quickly rolled out or expanded their digital capabilities to safely operate, remain compliant with local health regulations, and offer convenient and flexible access for customers that needed to purchase vehicles or have them serviced.

I am proud of the resiliency, innovation and determination that America's franchised auto dealers have shown. Dealers see these adaptations as positive to their operations and their customer interactions, which is why I have no doubt that this innovation and flexibility will endure long past the pandemic.

Look no further than NADA's 2020 Dealer Attitude Survey results, which received more than 11,000 responses when it was conducted in July. Dealers were asked what they thought about conducting business during the pandemic, what changes they felt were here to stay in a post-COVID world, and what changes needed to be accelerated to keep up with changing customer expectations. A vast majority feel several processes are here to stay, including digital sales (*82%*), home test drives/home deliveries (*73%*) and home pickup and delivery for service appointments (*65%*). The pandemic accelerated customer adoption of fully-digital sales, but many still want to start the sales and financing process online and complete the transaction in the store.

NADA also asked dealers to evaluate the importance of six different aspects of the physical store in a post-COVID environment, rating them on a scale of 1-10. The most important aspect was location and convenience for customers, scoring a 7 out of 10. Size and capacity of their service center; co-location of sales and service facilities; on-premises customer amenities; and overall facility size were less important. Not surprisingly, OEM facility image programs ranked last.

For many dealers, factory image programs are costly and burdensome, even on good days. There is little evidence they have a positive influence on a customer's buying experience. As the digital retail experience evolves, most dealers believe OEMs need to rethink their costly and ever-changing image programs to better align with consumers who place a far higher premium on flexibility and convenience.

Finally, NADA asked dealers to identify where they'd like to see their OEMs focus in the post-COVID world. The number one area was to simplify incentives to support digital retailing. Sixty-four percent of franchised dealers said this should be the top item their OEMs focus on to effectively embrace the change in customer preferences. The reason is simple: to be successful and credible with digital retailing, dealers must offer a sales process that is transparent to the consumer. OEMs should work to make dealership incentives as simple as possible.

Throughout 2020, dealers did a tremendous job working to meet their customers where they are comfortable — physically and logistically — and to provide those customers with the flexibility and transparency they need. Dealers will continue to do so. The services they provide to their customers — and the nation — are too important. **nj car**

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Is It Time to Elect Off LIFO?

BY PHIL CRAFT, CPA AND BRIAN WALLACE, CPA

Many dealers have struggled to hold on to incoming inventory to meet the market demands with industrywide inventory shortages. With the sales fluctuations for new and used car dealerships, it will pose some problems going into year-end tax planning scenarios for those valuing inventory under the Last In First Out (*LIFO*) accounting method.

LIFO reserves contain cumulative layers of year-over-year changes in price indexes relating to inflation. In short, it is deferred income. The longer you have been on LIFO, the chances are the greater size of your reserve in relation to your total inventory. It often comes up in transfers of stock and valuations as an adjustment to value (*for the deferred liability*). Historically, if your inventory remains the same and inflation keeps increasing, the reserve will grow. Each addition to LIFO accumulates a "layer." Each layer represents the historical capture of these changes in price cost on specific models. It reduces your inventory cost and increases your cost of goods sold if the cost increases and vice versa for the cost decreases. For example, if a new model is added, it starts with an inflation index of one. The next year, the cost of these vehicles' is adjusted by the price increase (*or decrease*) put out by manufacturers. A lot of what happens to LIFO reserves has to do with the cost changes and how it relates to inflation, and for this reason, dealers should watch inflation very closely. It would also be wise to look at what your manufacturer is doing. If it is restructuring any given model's cost, the LIFO index will result in a net income pickup. It is an often extremely complex calculation and requires experts and software to calculate.

There are very few industries, besides automotive, that value their inventory under LIFO, but it tends to be a large number that do. It represents upward of $1 billion of deferred tax revenue. Because of this figure, LIFO always seems to be on the table in congressional tax discussions on raising tax revenue. It also appears to be discussed in tax accounting and lobbying circles across the country. It is a welcome tax deduction for most dealers every year but, like any reserve, will eventually be recaptured. If Congress were to get rid of LIFO, dealers would need to recapture the income, most likely in four years, at higher rates than currently in place (*39.6% if reverting to pre-Trump era TCJA and about 29.6% in the current rate structure*). As the political landscape changes, it is always possible LIFO will be repealed.

Depending on the size of a dealer's LIFO reserve and the current inventory's size, dealers could be in for a sizable income pickup from the prior year. This could have an impact on future tax scenarios for either the dealership or its pass-through owners. LIFO is an accounting method that dealers elect to use. They can choose to elect off as well. First in First Out (*FIFO*) is the other accounting method dealers will use if they are not on LIFO, although FIFO results in higher-cost inventory and no deductions for price increases on older inventory.

Depending on the size of a dealer's LIFO reserve and the current inventory's size, dealers could be in for a sizable income pick up from the prior year. This could have an impact on future tax scenarios for either the dealership or its pass-through owners. LIFO is an accounting method that dealers elect to use. They can choose to elect off as well. First in First Out (*FIFO*) is the other accounting method dealers will use if they are not on LIFO.

The potential for recapture, combined with expected income pick up associated with PPP loan forgiveness (*note that the expenses contributing to the non-taxable forgiveness income are nondeductible, essentially making the forgiveness itself taxable*) could combine for a one-two punch that hinders a dealership's cash flow coming out of the first quarter of 2021.

One planning option would be electing off LIFO. Typically, with an accounting method change, you could elect to take the reserve evenly over four years, reducing your potential tax event in the current year and taking advantage of what remains of some of the more favorable tax years ahead (*think QBI*). Not only would this apply to New Car LIFO, but it could apply to many other inventory-based tax deferrals, including dealer trade discounts. Whether this approach will work depends on a dealership's unique tax strategy. It is not a dollar-for-dollar or one-size-fits-all strategy, and, in an adverse planning strategy, it could make sense to take in the recapture this year. Make sure you consult with your dealership tax professionals to ensure a proper LIFO estimate is indexed and all scenarios are addressed. While dealers are coming out of some record-breaking gross profit months, it is still important to keep cash reserves. Good tax planning is key to making sure the cash remains in your dealership.

Dealerships should reach out to their tax advisors to develop a strategy to minimize tax liabilities and hang on to cash. **nj car**

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Manufacturers Are, AGAIN, Pursuing Warranty and Incentive Claim Audits

Dealers Should Know Their Rights Under the New Jersey Franchise Practices Act

BY RICHARD SOX, ESQ.

During the early months of the COVID-19 pandemic, motor vehicle manufacturers all but ceased conducting regularly scheduled dealership sales incentive and warranty audits. Almost a year into the pandemic, manufacturers have started scheduling new audits, and some are rumored to have a plan to audit *every* dealer in the United States. We have heard from several Nissan dealers who have already been audited and are in the process of receiving the results of those audits, including claim chargebacks. With this backdrop, **New Jersey dealers should remember that they have very strong franchise protections when it comes to a manufacturer audit and any resulting proposed chargebacks.**

First, a manufacturer may not audit warranty or incentive claims beyond 12 months from the date the claim is paid. Most manufacturers are aware of the "look-back period" for audits in each state. **It is prudent to ensure that the auditor is asking to review only claims within this 12-month statutory period.** The only exception to the 12-month look-back period is if the manufacturer can show that it reasonably expects fraud in the dealership's claims submission process. In that rare case, the manufacturer can review claims which have passed the 12-month mark.

With regard to warranty claims, a manufacturer can only propose to chargeback claims for the following reasons:

- the claim was false or fraudulent;
- the services were not properly performed;
- the parts or services were unnecessary to correct the defective condition; or
- the claim was not reasonably substantiated per the manufacturer's reasonable written requirements.

Similarly, a manufacturer can only propose to chargeback an incentive claim for the following reasons:

- the claim was false or fraudulent; or
- the claim was not reasonably substantiated per the manufacturer's reasonable written requirements.

Breaking down each of these permissible reasons for a chargeback, dealers will see that they have a strong argument for rejecting most of the manufacturers' proposed warranty and incentive claim chargebacks.

First, **the "false" or "fraudulent" claim may be the most difficult burden for the manufacturers to meet.** The definition of "false" is fairly straightforward. In the case of a warranty claim, a false claim would involve a claim for a repair that was not performed as claimed. For an incentive claim, a false claim would involve a claim for an incentive for which the customer or dealership was not eligible. A "fraudulent" claim would be similar but involves the added element of intent. For a claim to be fraudulent, the dealership would have to have intentionally submitted materially false information.

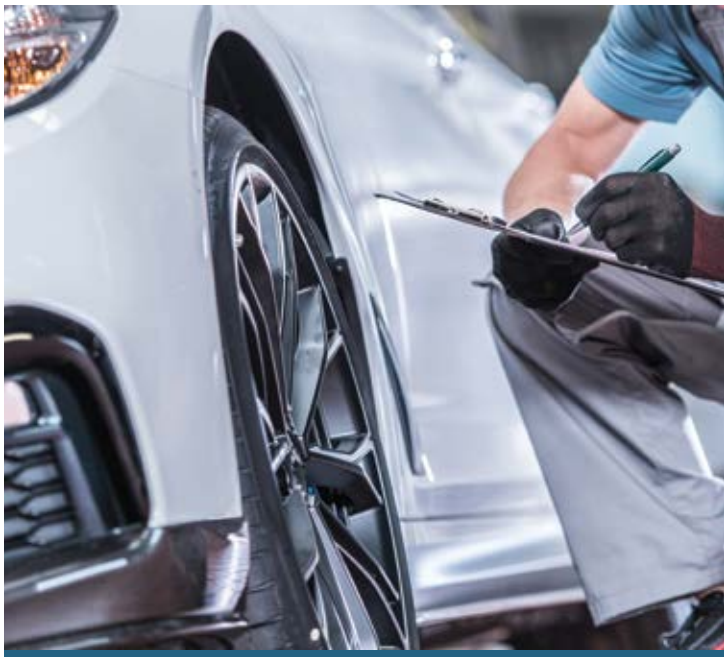
Second, for a claim to be charged back because the warranty service was not properly performed also creates a very high burden on the manufacturer. **This basis for a chargeback focuses, not on the claim submission, but whether the service department properly performed the repair.** Like allegations of fraud, chargebacks based upon an allegation that a repair was not performed according to the manufacturer's instructions are rare.

The third basis upon which a manufacturer is permitted to chargeback payment on a warranty claim falls more in line with the first basis (*i.e., a "fraudulent" claim*). This involves a part or service not necessary to correct the defective condition. **In the day and age of electronic vehicle diagnostics and troubleshooting directed by the manufacturer's internal master mechanics, it would be a very unusual situation for a dealership to utilize a part or service which was not authorized to repair the warrantable item on the vehicle.** In most cases, the only reason an unnecessary part or service would be used in a warranty repair would be to intentionally submit a false claim.

The last reason a manufacturer can seek a chargeback for payment made on a warranty or incentive claim is that the claim was not substantiated, according to the manufacturer's reasonable written requirements. This is the most commonly used (*and disputed*) basis for a proposed chargeback by the manufacturers. In challenging a chargeback on this basis, the New Jersey dealer needs to break this statutory provision down into two parts. **First, was the claim reasonably substantiated in accordance with the manufacturer's written claims submission requirements? And, second, are the manufacturer's written claims submission requirements "reasonable"?**

Regarding the first part of this reason, the New Jersey Legislature clearly intended to prohibit a chargeback where a sufficient amount of information on the warranty repair or incentive was provided to the manufacturer. **Not completing every small detail in the written claims submission process, including administrative errors and oversights in those submissions, will not suffice to allow the manufacturer to chargeback payment on a warranty or incentive claim.**

Regarding the second part of this reason, any allegation that the dealership failed to follow the manufacturer's written warranty or incentive requirements must first pass the test of being "reasonable." In the case of a warranty claim, the question will come down to whether the requirement is necessary for the manufacturer to substantiate that the repair was a warrantable item and that the proper work was completed to make the repair. For an incentive claim, the question will come down to whether the requirement is necessary for the manufacturer to substantiate that the customer or dealer was eligible for the incentive at issue. **Many of the manufacturer's written warranty claim procedures go far beyond what is reasonable.**



Like most of the New Jersey motor vehicle dealer protections, the warranty and incentive claim audit and chargeback procedures are not self-implementing. It is incumbent upon the dealer, faced with a proposed audit and chargeback, to ensure that the protections are enforced.

Like most of the New Jersey motor vehicle dealer protections, the warranty and incentive claim audit and chargeback procedures are not self-implementing. **It is incumbent upon the dealer, faced with a proposed audit and chargeback, to ensure that the above protections are enforced.** In many cases, challenges to a proposed audit chargeback are amicably resolved through the manufacturer's internal dispute resolution process or voluntary mediation. Failing resolution using this process, dealers have a right to formally challenge the chargeback in Superior Court. They will be entitled to seek an injunction to stop the chargeback and be paid their attorney's fees and costs by the manufacturer when successful in alleging a violation of New Jersey law. **nj car**

Richard Sox is the managing shareholder of Bass Sox Mercer law firm, which represents NJ CAR and New Jersey dealers in motor vehicle franchise-related matters. Bass Sox Mercer is a national firm specializing in dealer disputes with their manufacturer, purchasing and selling motor vehicle franchises and regulatory matters. He can be reached at rsox@dealerlawyer.com.

High Stakes:

How Will the Legalization of Recreational Marijuana in New Jersey Affect the Workplace?

BY JENNIFER ROSELLE, ESQ. AND DANIEL PIERRE, ESQ.

On November 3, 2020, New Jersey voters overwhelming chose to amend the New Jersey Constitution to legalize the recreational use of cannabis by adults age 21 and older. On December 17, 2020, the State Legislature passed the proposed enabling and regulatory bill which, as of this writing, awaits Governor Murphy's signature. While many are excited by this upcoming change, dealerships are rightfully concerned with how recreational cannabis use will affect the workplace, such as safety and productivity.

Legal Status of Cannabis

Although cannabis is still classified as a Schedule I drug in the federal Controlled Substance Act, New Jersey joins a growing number of states that have legalized the use of cannabis for recreational or medicinal purposes. Currently, 15 states and the District of Columbia have legalized the recreational use of cannabis, and 35 states have legalized its use for medical purposes. While the U.S. House of Representatives recently approved legislation to remove cannabis from the Controlled Substance Act's list, this bill is not expected to pass in the Republican-led senate. New Jersey's adoption of a Constitutional amendment did not immediately allow adult recreational use of cannabis. However, the State Legislature's enactment of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act legalizes the recreational use of cannabis by adults and directly affects New Jersey dealership's drug-free workplace policies and drug testing procedures. The effective date varies according to the act's provisions.

The new law prohibits dealerships from taking an adverse employment action solely because the employee chooses to use cannabis products. However, this does not mean a dealership is prohibited from enforcing a drug-free workplace policy or mandating, under some situations, applicant and employee drug testing. The law likewise does not require a dealership to allow workplace use or possession of cannabis.

Updating Employment Policies

Dealerships should use this time to consider whether a drug-free workplace policy should be incorporated into their policy manuals. Initially, dealerships must consider the employees' category and the nature of their jobs before creating a one-size-fits-all policy. The New Jersey bill does not include express exceptions for safety-sensitive positions, so any policy must reconcile any appliable federal drug-free workplace requirements and the protected activity permitted by the New Jersey law. Even if federal drug-free workplace requirements do not apply, a dealership should draft or update its policies to clarify its expectations regarding cannabis usage so that employees are on notice about the requirements and the consequences for noncompliance.

Dealerships should use this time to consider whether a drug-free workplace policy should be incorporated into their policy manuals. Initially, dealerships must consider the employees' category and the nature of their jobs before creating a one-size-fits all policy.

Employee Drug Testing

The law gives dealerships discretion to conduct employee drug tests under certain circumstances. For example, the bill expressly allows drug testing based on a reasonable suspicion that an employee is under the influence of cannabis on the job. The act's wording means dealerships must consider drug testing methodology as part of a drug testing policy. At a minimum, the bill requires a test that produces scientifically reliable results, which suggests using methods such as a urinalysis, blood sampling or saliva testing. These three methods detect prior use of cannabis but not necessarily current impairment. Given how slowly the human body metabolizes cannabis, an applicant or employee may test positive for cannabis even weeks after a single use and absent of any impairment signs. For this reason, new tests, such as cannabis breathalyzers and digital sobriety tests, are being developed to test current impairment. Dealerships with labor contracts may have to negotiate new employee testing procedures with the unions to avoid violating labor laws and the labor agreement.

The law also requires a physical examination of the individual as a condition of assessing impairment. The examination must be conducted by a qualified individual who meets the training mandates for a so-called Workplace Impairment Recognition Expert Certification. This individual will be certified after completing training on detecting or identifying use and impairment by cannabis or other intoxicating substances. By using this certification procedure, the bill aims to protect employees and applicants from adverse employment actions but still give dealerships flexibility not to hire an impaired applicant, or to discipline an impaired employee, under defined circumstances. Dealerships will need to identify one or more individuals to be trained for this purpose.

The requirements will be more fully defined and detailed by the regulations to be provided by the Cannabis Regulatory Commission at a later date. Although these provisions of the law will be effective immediately, they will not become operative until the Cannabis Regulator Commission issues its initial rules and regulations.

Medical Marijuana: The Wild Decision

Dealerships must also be mindful of their obligations to individuals with disabilities who use medical marijuana. Disciplining an employee solely for testing positive for cannabis may expose the employer to liability under the New Jersey Law Against Discrimination (*NJLAD*). A recent New Jersey Supreme Court case (*Wild v. Carriage Funeral Holdings*) illustrates what is at stake.

In *Wild*, a funeral director was terminated from his job after testing positive for cannabis. He filed an NJLAD claim alleging that his employer failed to accommodate his nonworkplace use of medical marijuana for his cancer treatment. The trial court initially dismissed the employee's complaint, finding that an employer is not required to accommodate the medical use of cannabis in any workplace. The Appellate Division reversed the trial court's decision and found the employee was not seeking a reasonable accommodation to use medical marijuana in the workplace but rather sought an accommodation to use his prescription medication away from his job. Accordingly, the Appellate Division concluded the employee's NJLAD failure to accommodate the claim should proceed in court.

Then in 2020, the Supreme Court affirmed the Appellate Division's decision and clarified two points. First, the court clarified there is no requirement to permit an employee to operate a vehicle or heavy machinery when the employee is under the influence of cannabis. Second, the court explained an employee's use of medical marijuana is authorized by law, and therefore, may be protected under the NJLAD if used away from the workplace. The *Wild* case lesson is that, prior to disciplining an employee who tests positive for cannabis use, employers should first confirm whether the employee has a legitimate medical explanation for using cannabis.

Bottom Line

As the use of cannabis becomes more acceptable and more available throughout the United States, modernizing a workplace drug policy is something every New Jersey dealership should prioritize. **njcar**

For additional guidance on cannabis in the workplace, or for assistance in updating and revising your employee handbook and workplace drug policies, please contact Dina Mastellone, a partner in Genova Burns' Human Resources Counseling and Compliance Practice Group at dmastellone@genovaburns.com, or Jennifer Roselle, Esq., counsel in the firm's Cannabis, Labor, Human Resources Counseling and Compliance Practice Group at jroselle@genovaburns.com.

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Advertising in the Age of COVID: 10 Things You Need to Know

BY MICHAEL P. MCMAHAN, ESQ., AND CHRISTOPHER T. KOENIG, ESQ.

It's a pandemic, and your old sales methods may not be working. You've got to get people in the door, so you run all sorts of advertisements. It's a crazy year, so anything goes, right? Wrong. State and federal regulators are watching closer than ever to ensure consumers are not hurt by businesses looking to make a quick buck. As dealers have been required to focus on COVID protocols to safely operate their businesses over the past year, it's important not to forget about adherence to other regulatory compliance requirements.

Advertising in the COVID era is more critical than ever to attract customers, so it's a good time to refresh your familiarity with certain legal requirements and perform an audit of your advertising program. The following focuses on the important provisions of the New Jersey Motor Vehicle Advertising Practices Act (*"MVPA"*) and Federal Trade Commission (*"FTC"*) rules and regulations.

1. **Don't pretend to be COVID relief.** This one would seem obvious, and yet it still needs to be said. The Florida Attorney General and the FTC recently took action against an ad agency for creating a mailer for a used car dealer designed to look like a COVID-19 stimulus check. The outside of the envelope stated in bold text, "IMPORTANT COVID-19 ECONOMIC STIMULUS DOCUMENT ENCLOSED." Inside was a mock check from the "Stimulus Relief Program." The state and federal authorities are looking hard at businesses that try to take advantage of consumers during this time. Don't try a "new angle" or something you think will get a lot of attention.

2. **Don't oversell your COVID compliance.** In the COVID-19 era, the bottom line is the same as it is for any other advertising. When making statements, feel free to tout your efforts but don't deceive and mislead consumers. For example, we recently found an ad where a dealership implied a special affiliation by stating that it was taking direct orders from the CDC to keep customers healthy. Making a comment like that only invites scrutiny. The better approach would have been to state *We are following state and federal guidance to maintain a clean and safe environment,* or, *Our dealership is committed to your health and safety.* It's doubtful that either of these would be objectionable to state and federal regulatory authorities — as long as the dealership is actually practicing what it is preaching.

3. **Digital advertising is advertising.** The MVPA is simply stated but casts a broad net. That net covers *any advertisement* that is "uttered, issued, printed, disseminated, published, circulated or distributed" within or outside the State relating to the sale or lease of vehicles at in-state locations. Radio and television broadcasts, newspapers, signs, and the catchall "other publication" and "electronic medium" are specifically mentioned. In the digital age in which we live, it's safe to assume that the MVPA covers many advertising tools available online. This includes email blasts, specials posted through social media, Google and Facebook ads, and even individual texts from employees and salespersons mentioning pricing and special deals to their longtime clients. (*See N.J.A.C. 13:45A-26A.2*).

4. **Sell the goods you advertise.** The MVPA takes dealerships to task for bait and switch advertising — offering a deal that seems too good to be true on paper, but that deal is nowhere to be found when the customer comes calling. The state presumes "bait and switch" advertising has occurred if any of the following occur: (*i*) the dealership refuses to show, display, sell or lease an advertised vehicle, unless it can be shown the advertised vehicle was actually sold; (*ii*) a deposit is accepted for the advertised vehicle, but the customer is unknowingly switched to a higher-priced unit; (*iii*) the dealership delivers an unwanted, higher-priced unit instead of the advertised vehicle and the customer is stuck paying the difference. (*See N.J.A.C. 13:45A-26A.4*).

5. **Ads must meet unusual requirements.** You may have come to expect that an ad must disclose the specifics of any vehicle offered for sale and the terms of any leasing deals, etc. But did you know that you must disclose whether a used car once was a taxi or a company car? (*You must disclose non-personal use of used vehicles).* Did you know that some ads

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must offer a toll-free number from 9 a.m. to 9 p.m., Monday through Saturday, to answer customer questions? How about that audible ads (*radio, TV, internet video, podcast*) must meet certain decibel levels and speed requirements? You can't blast out your offers and speed whisper your terms and conditions. (*See N.J.A.C. 13:45A-26A.5 and A.6*).

6. **The Thirteen Dirty Words.** George Carlin once famously spoke about the seven words you cannot say on television. Here are the 13 words and phrases you should avoid using in advertising:
   a. Authorized Sale
   b. Authorized Distribution Center
   c. Factory Outlet
   d. Factory-Authorized Sale
   e. Lowest Prices
   f. Lower Prices Than Anyone Else
   g. Lowest Prices of the Year
   h. We Will Beat Your Best Deal
   i. Dealer Cost
   j. Factory Invoice
   k. Floor Plan Balance
   l. Wholesale
   m. At No Profit
   (*See N.J.A.C. 13:45A-26A.7*).

7. **Make on-site disclosures and keep good records**. Are you aware that the MVPA requires posting any advertisement that quotes a price for the sale or lease of a vehicle at the main entrance to the dealership where the vehicle is displayed, in proximity to where the vehicle is otherwise displayed, or actually on the vehicle itself? Alternatively, the dealership can attach a tag to the vehicle stating the advertised price and the applicable mandatory disclosures required by the MVPA. New vehicles shouldn't be advertised without the Monroney label attached, and used vehicles shouldn't be advertised without a properly displayed Used Car Buyer's Guide. Advertised vehicles for sale or lease must be on the premises and available during the publication period. If sold during that period, records of the sale must be maintained, including a copy of the advertisement and any executed customer contract. All documentation must be kept for 180 days after the sale and made available for inspection by the Division of Consumer Affairs. Customers inquiring by telephone or in person about any advertised vehicle during the publication period must be informed if the vehicle was sold or leased. (*See N.J.A.C. 13:45A-26A.9 and N.J.A.C. 13:45A-26A.10*).

8. **Disclose your credit terms and conditions.** When it comes to the advertising of financed deals, the MVPA identifies unique disclosures required and unlawful practices that are prohibited. The total cost of the installment sale, the annual percentage rate, the monthly payment and number of payments, and the amount of any down payment or trade-in must appear adjacent to the advertised vehicle description. There are also specific requirements when using footnotes. Utilizing credit terms like *easy credit* or *one-day credit* is unlawful if not regularly offered in the normal course of business. The use or statement of an installment payment on anything other than a monthly basis is also illegal. (*See N.J.A.C. 13:45A-26A.8*). Scrutinizing credit and installment sale advertising is a central focus of the FTC.

9. **Avoid the FTC.** It's not just state law you have to worry about, but federal law too. The FTC will label advertising *unfair* or *deceptive* if the following facts are true:

An advertising act or practice is unfair if it:	An advertising act or practice is deceptive if:
Causes or is likely to cause substantial injury to consumers;	A representation, omission or practice misleads or is likely to mislead the consumer;
Cannot be reasonably avoided by consumers; and	A consumer's interpretation of the representation, omission or practice is considered reasonable under the circumstances; and
Is not outweighed by countervailing benefits to consumers or competition.	The misleading representation, omission, or practice is material.

Review your ads from the perspective of a consumer and examine content by putting each bullet point in the form of a question. For example, is it likely to mislead someone? If the answer is yes, rework the ad.

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ADVERTISING *continued from page 21*

10. **Comply with Reg M and Reg Z.** There are two federal regulations, *Reg M* and *Reg Z*, describing certain "trigger terms" that, in turn, mandate the use of disclosures when advertising lease or credit transactions, respectively. Below is a brief explainer.

Leases are governed by Regulation M, also known as the Consumer Leasing Act. The FTC has the authority to enforce its provisions. As an advertiser, you need to be mindful of disclosures that must be clearly and conspicuously stated when specific trigger terms are used in a lease ad. Here's what you need to know about staying compliant with *Reg M* requirements:

If your lease ad contains one of these trigger terms:	Then your ad must clearly and conspicuously disclose:
A statement of any capitalized cost reduction or other payment required before or at lease consummation, or by delivery if delivery takes place after consummation, or that no payment is required; or	That the transaction is a lease, The total amount due before or at consummation, or by delivery if delivery takes place after consummation,
The amount of any payment.	The number, amounts and due dates or periods of scheduled payments under the lease, Whether or not a security deposit is required, and In leases where the consumer's liability is based on the difference between the property's residual value and its realized value at the end of the lease term, an extra charge may be imposed at the end of the lease term.

Regulation Z governs credit sale advertisements, often referred to as the Truth in Lending Act. The FTC has the authority to enforce its provisions. When advertising a credit sale, always ensure that the ad clearly and conspicuously includes specific disclosures when certain trigger terms appear. Here's what you need to know about staying compliant with *Reg Z* advertising requirements:

If your credit sale ad contains one of these trigger terms:	Then your ad must clearly and conspicuously disclose:
The amount or percentage of any downpayment.	The amount or percentage of the downpayment.
The number of payments or period of repayment.	The terms of repayment reflecting the repayment obligations over the full term of the loan, including any balloon payment.
The amount of any payment.	The "annual percentage rate," using that term or "APR," and, whether or not the rate may be increased after consummation.
The amount of any finance charge.	

In short, you must be vigilant to ensure that your advertising practices and advertising content comply with specific federal requirements. It's never enough to simply say that you complied with the MVPA and weren't aware of the federal regulations. Advertising is a critical component of any dealership's success.

Advertising is a critical component of any dealership's success. Take time to regularly audit your advertising practices and maintain familiarity with state and federal requirements.

Take time to regularly audit your advertising practices and maintain familiarity with state and federal requirements. Above all, don't create advertisements that are deceptive and misleading. This is especially true during the COVID era, where taking the humble approach when describing your dealership's efforts will steer you clear of unwelcome regulatory scrutiny. **nj car**

Michael McMahan is a partner, and Christopher Koenig is an attorney, in Arent Fox's Automotive Practice Group. They can be reached at 212-484-3900.

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Paycheck Protection Plan (*PPP*) Forgiveness

BY WILFREDO FERNANDEZ AND GIUSEPPE BUETI

2020 has become a roller coaster year for auto

dealers. Everything appeared to be moving along just fine until the arrival of COVID-19. The spring was a period of uncertainty for dealers. Dealerships were forced to briefly shutter their doors, resulting in a significant reduction in revenue, furloughed or laid off employees and the rise of financial uncertainty.

In late April, the Federal government injected stimulus into the economy through the CARES Act that included the Paycheck Protection Program (*PPP*). The opportunity to obtain a PPP loan provided dealers with the financial beacon to guide them through the fog of COVID-19. Now, dealers need to focus on PPP Loan Forgiveness.

Necessity Certification

On October 26, 2020, the Small Business Administration (*SBA*) published a notice related to additional filing forms, with the intent to gather supplemental information. Form 3509 will be used for documenting the necessity certification. This form requires financial information related to business activity and liquidity for those whose PPP loan(s) (*including affiliates*) is in excess of $2,000,000. The intent is to facilitate the collection of supplemental information (*including certifications and disclosure of quarterly revenues, distributions, compensation levels to owners and employees and more*). SBA loan reviewers, to evaluate the good-faith certification that was made on the PPP borrower application that economic uncertainty made the loan request necessary, will use this information. The form will be issued by the lender servicing the loan, and the completed form is due within 10 business days of receipt from the lender.

Does this recent filing requirement apply to auto dealers? Any individual dealership that obtained a PPP loan of $2M or more must complete Form 3509.

Does the additional disclosure required by Form 3509 apply to an auto dealer with affiliated dealerships that obtained loans of less than $2M but taken together exceeded $2M? The draft instructions for Form 3509, reference 85 FR 20817, issued

on April 15, 2020, regarding the application of SBA's affiliation rules. Under these rules, the PPP affiliation rules do not apply to any business operating as a franchise that is assigned a franchise identifier code (*FIC*) by SBA. Dealers operating new car franchises fall under this waiver and do not need to aggregate individual PPP loans to determine if the completion of form 3509 is required.

Change in Ownership

On October 2, 2020, the SBA issued a notice explaining required procedures when an entity that has received a PPP loan has a change in ownership. Borrowers must notify their PPP lenders in writing prior to the closing of any change in ownership, which occurs when at least 20% of common stock or other ownership interest in a PPP borrower is sold or transferred, or when the borrower sells or transfers at least 50% of its assets or when the borrower merges with or into another entity.

The lender may approve a change in ownership without prior SBA approval for changes structured as a sale or transfer of common stock or other ownership interest as a merger or asset sale. Sales or transfers of ownership interest and mergers are exempt from SBA approval provided the transfer or sale is 50% or less of the ownership interest or the borrower submits a PPP forgiveness application. The borrower may escrow funds equal to the outstanding PPP loan balance. Asset sales of 50% or more of the borrower's assets (*measured at fair market value*) requires the filing of a forgiveness application and funds escrowed equal to the outstanding PPP loan balance. In all other cases, the PPP lender must submit a request for SBA approval to the appropriate SBA Loan Servicing Center.

A selling dealership will notify their lender and be prepared to escrow funds equal to the PPP loan balance. After the forgiveness process is completed, the escrow funds must be disbursed first to repay any remaining PPP loan balance plus interest; the balance is returned to the selling dealership.

Taxation

Is the forgiveness of the PPP loan taxable? The answer is important and will affect the year-end taxation for dealers.

For Federal purposes, PPP loan forgiveness shall be excluded from gross income. However, the IRS issued Notice 2020-32 in April 2020, stating that the tax-free income expenses are nondeductible. This guidance was consistent with historic IRS guidance regarding nontaxable income and related expenses. This had the net effect of essentially reversing the tax-free benefit of excluding the loan forgiveness from gross income.

In late December 2020, the Consolidated Appropriations Act, 2021 (*CAA*) became law. CAA clarifies auto dealers whose PPP loans are forgiven are allowed deductions for otherwise deductible expenses paid with the proceeds of a PPP loan, restoring the loan forgiveness's federal tax-free benefit.

Is forgiveness taxable in New Jersey? Absent any legislation being passed or guidance being issued by the State of New Jersey, PPP loan forgiveness is nontaxable for New Jersey auto dealers.

Many auto dealers operate as a New Jersey S corporation, Partnership or Limited Liability Company (*LLC*). The aforementioned are entities that pass-through the tax attributes to their shareholders, partners or members. For New Jersey gross income tax purposes, a loan and forgiveness of that loan, are not taxable income for the individuals as net profits from the business. Additionally, business costs or expenses related to business income exempt from tax under the Gross Income Tax Act, or which are partly or wholly nondeductible for Federal income tax purposes, may be deductible ordinary business costs or expenses under the Gross Income Tax Act. Therefore, the PPP loan forgiveness is not taxable and the expenses incurred to obtain PPP loan forgiveness are deductible, making the PPP loan forgiveness nontaxable for NJ pass-through entities.

New Jersey C corporations follow Federal guidance. With the CAA passage, the PPP loan forgiveness is nontaxable for auto dealers that operate as New Jersey C corporations.

Timing of Forgiveness Application

Dealers have until the maturity date of the loan to apply for forgiveness. However, 10 months after the end of their Covered Period, the borrower must make principal and interest payments to their lender unless an application for forgiveness has been submitted. The Covered Period is the 24-week (*168 day*) period beginning on the PPP loan disbursement date. The lender has 60 days to review the forgiveness application and forward it to the SBA for review. The SBA has 90 days to approve the forgiveness amount. Any portion of the PPP loan that is not forgiven will be treated as a loan, payable with interest at 1% from the loan issuance date, with a maturity of two years for loans issued before June 5, 2020, or five years for loans issued after June 5, 2020.

PAYCHECK PROTECTION | *continued on page 26*

PAYCHECK PROTECTION | *continued from page 25*

Which Form Do I Use?

The SBA provides three different forgiveness applications.

Form 3508S — File this application if:

- The total PPP loan amount you received from your Lender was $50,000 or less, and the total PPP loans received, together with affiliates, amounted to less than $2M. This simplified form will not apply to most dealers since dealership loans typically exceeded $50,000.

Form 3508EZ — File this application if:

- During the Covered Period, the dealership had no salary or wage reduction over 25% for employees that did not receive, in any single pay period in 2019, wages and salaries at an annualized rate of more than $100,000 and either no reduction in Full-Time Equivalent (*FTE*) OR meets FTE safe harbor based on inability to operate at the same level of business.

Form 3508 — File this application if not eligible to file Form 3508S or 3508EZ.

Dealers that use the lenders' portals to complete their forgiveness applications will answer a series of questions that will guide them to the proper form. It will be useful to have Form 3508 completed since the lender portals simulate the form and make the application process quicker.

Determination of Forgiveness Amount

The forgiveness amount is lower of:

- Modified total (*the sum of all qualified costs less any salary/wage reductions adjusted for any FTE reduction*)
- PPP Loan Amount
- Qualified Payroll cost divided by 60%

Note that any reductions are calculated on the total qualified costs. For example, a dealership received a PPP loan of $750,000, spent $1,500,000 in qualified cost and incurred a 30% FTE reduction. This will result in a modified total of $1,050,000 (*$1,500,000 X 0.70*). In this case, the dealership will still have full forgiveness because the modified total, after reduction, would be more than the PPP loan amount.

Qualified Cost

Qualified costs eligible for forgiveness include both payroll costs and non-payroll costs. Payroll costs need to be incurred and paid during the Covered Period (*or the Alternative Payroll Covered Period*) or paid on or before the next regular payroll date. Non-payroll costs need to be incurred or paid during the covered period or paid on or before the next regular billing date.

Payroll costs include all forms of cash compensation paid to employees, including tips, commissions, bonuses and hazard pay. Note that forgivable cash compensation per employee is limited up to $46,154 for non-owners during the 24-week Covered Period. Employers may also elect to use the Alternative Payroll Covered Period if the payroll frequency is weekly or biweekly. This allows you to move the Covered Period's start date to the first day of the payroll week after receiving PPP loan proceeds. Other Payroll costs include employer-paid health insurance, employer-paid retirement plan contributions and employer payments for state and local payroll taxes assessed on employee earnings.

Compensation for owner-employees, self-employed individuals or general partners — The eligible cost is the lesser of $20,833 or 2.5/12 of their 2019 compensation. Non-cash benefits for owner-employees will depend on the business tax structure. For S corporations: employer health insurance is not allowed for owners and family members of 2% shareholders. For LLC members/partners: employer health insurance, retirement contributions and state & local taxes are not allowed.

Non-payroll costs such as rent, utilities (*electricity, gas, water, telephone, etc.*) and mortgage interest had to be in effect or service as of February 15, 2020. It is important to note that rent paid to related parties (*dealer-owned real estate*) is limited to the amount of the mortgage interest paid on the property during the Covered Period.

Reductions to PPP Loan Forgiveness

Qualified costs must be reduced by the dealership's reduction for salary and wage reductions and reductions in FTEs. If an employee's base salary or hourly rate was reduced by more than 25% when compared to the measurement period (Q1 2020), a reduction to forgiveness is applied by calculating the difference in rate between the Covered Period and the measurement period (*multiplied by 0.75*) and applying that difference to the hours worked during the Covered Period. For example, if an employee earned $20 per hour during the measurement period and $14 per hour during the Covered Period, the wage reduction is $1 per hour (*$20 x 0.75 = $15 – $14*). If the employee worked 500 hours during the Covered Period, the wage reduction is $500 (*$1 x 500*). This is subtracted from the dealership's total qualified costs. Note that employees who were paid more than $100,000 at any time during 2019 and new hires are not included in this calculation. Also, note that the reduction for salaries is calculated on the base salary and does not include commissions or bonuses.

The FTE reduction is calculated by taking the average FTE for the Covered Period (*or Alternative Payroll Covered Period, if used*) and dividing it by the Borrowers choice of reference periods:

- February 15, 2019 — June 30, 2019;
- January 1, 2020 — February 29, 2020);

If the average FTE for the Covered Period is less than the reference period, then the percentage decrease would result in an "FTE Reduction Quotient" of less than 1.0. For example, if you had 100 FTEs in the reference period and only 70 FTEs during your Covered Period, you would have a 70% FTE Reduction Quotient (*70/100*).

Safe Harbors

Certain safe harbors are provided for businesses unable to maintain their FTEs and pay rates during the Covered Period. Forgiveness will not be reduced under the following circumstances:

- There is a safe harbor for Salary/Hourly Wage Reduction. In the previous example (*the employee with the rate of pay that was reduced from $20 per hour to $14*), if the rate was restored during the pay period that includes 2/15/2020 (*$20*) and the date the forgiveness application is submitted, the safe harbor is met. In that case, the $500 reduction will not be a reduction to the forgiveness amount.

Additionally, there are exceptions to the FTE reduction that may be applied:

- If the borrower makes a good-faith, written offer to rehire or restore the reduced hours of an employee during the Covered Period or the Alternative Payroll Covered Period, the offer was rejected, and the borrower has documentation of the offer and rejection and notified the State's Unemployment Division;
- Employee was fired for cause;
- An employee voluntarily resigned;
- An employee requested and received a reduction of their hours;
- The borrower, in good faith, can document the inability to rehire individuals who were employees on February 15, 2020, and hire similarly qualified employees for unfilled positions on or before December 31, 2020, or the date of the application for forgiveness;

Safe Harbor 1 is the most relevant of the safe harbors and reads as follows, "*If you were unable to operate between February 15, 2020, and the end of the Covered Period at the same level of business activity as before February 15, 2020, due to compliance with requirements established or guidance issued between March 1, 2020, and December 31, 2020, by the Secretary of Health and Human Services, the Director of the Centers for Disease Control and Prevention, or the Occupational Safety and Health Administration, related to the maintenance of standards for sanitation, social distancing, or any other worker or customer safety requirement related to COVID-19*", you will not need to apply an FTE Reduction Quotient to your qualified costs. It may be difficult for dealerships to qualify for this safe harbor.

Dealers that use the lenders' portals to complete their forgiveness applications will answer a series of questions that will guide them to the proper form.

Safe Harbor 2 allows the Borrower that had a reduction in FTE employee levels between February 15 and April 26, 2020, the ability to restore its FTE employee levels by no later than December 31, 2020, or the date of the forgiveness application to FTE levels in the pay period that included February 15.

The PPP loan forgiveness application process is complex and ever-changing. It is important that dealers are communicating with their lenders, CPAs and attorneys to assist them through the process. njcar

Wilfredo Fernandez is a CPA and Partner at Citrin Cooperman & Company, LLP. Giuseppe Bueti is a Director at the same organization. They can be reached at 973.218.0500 or via email at wfernandez@citrincooperma.com and gbueti@citrincooperman.com, respectively.

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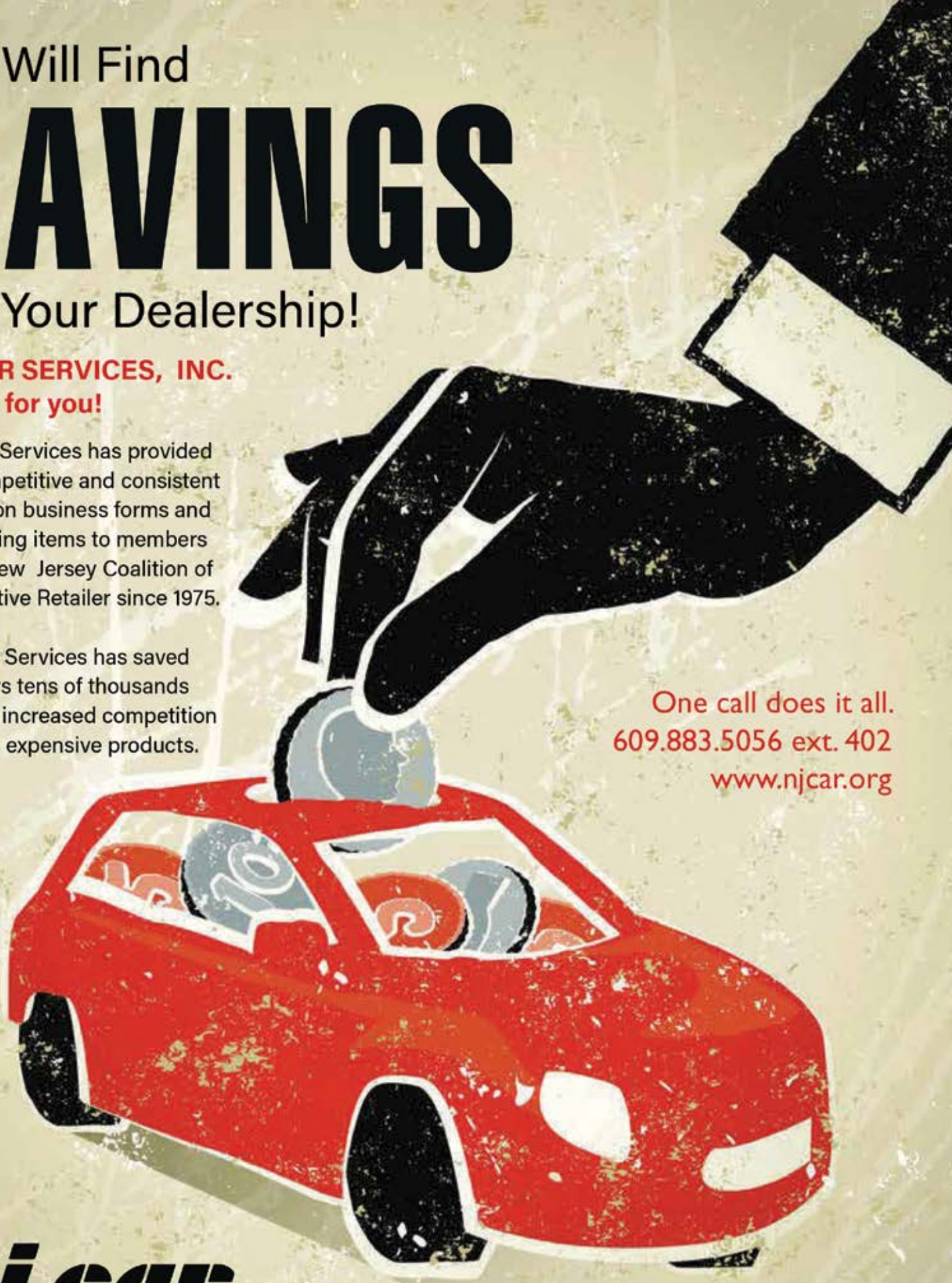

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NJ CAR Recognizes the Dealerships That Have Contributed to CAR-PAC

NJ CAR appreciates the support of the 267 dealers who contributed to CAR-PAC, the coalition's political action committee, between January 1, 2020, and December 31, 2020. CAR PAC needs the contributions of **ALL** dealers to ensure it has the necessary financial resources to support candidates (*on both sides of the aisle*) who support the franchised retail automotive industry in New Jersey and ensure the dealers' voice is heard in Trenton on a wide variety of important public policy issues.

Support of CAR-PAC will be especially critical in 2021 when the Governor and entire Legislature will be up for re-election in November. CAR-PAC plans to be very active in supporting the candidates who support our industry.

The New Jersey Election Law Enforcement Commission (*ELEC*) rules allow contributions to a political action committee of up to $7,200 per business or jointly controlled business. And, don't forget, contributions can be made with corporate funds.

If you have any questions regarding how much your dealership or dealership group can still contribute to this election cycle, please contact Jim Appleton at 609.883.5056, Ext. 330 or by email at jappleton@njcar.org.

NJ CAR encourages those dealers who have not yet contributed to support CAR-PAC's efforts on behalf of ALL New Jersey franchised automotive retailers.

The following dealerships contributed to CAR-PAC between January 1, 2020, and December 31, 2020: njcar

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F.C. Kerbeck & Sons
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Fette Ford, Inc.
Fette Infiniti
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Fred Beans Hyundai of Flemington
Fred Beans Nissan of Flemington
Fred Beans Toyota of Flemington
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Freehold Dodge, Inc.
Freehold Ford
Freehold Nissan
Freehold Subaru
Freightliner of Bridgeport
Fullerton Alfa Romeo Maserati
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Galaxy Toyota
Gensinger Motors, Inc.
George Wall Ford Lincoln
Global Auto Mall
Gold Coast Cadillac
H & H Mack Sales
Haldeman Ford
Haldeman Ford of Hightstown
Haldeman Lexus of Princeton
Hamilton Mazda Volkswagen, Inc.
Hawthorne Chevrolet
HFI Truck Center
Hilltop Nissan, Inc.
Honda of Freehold
Honda of Princeton
Honda of Toms River
Honda Universe
Hunter Jersey Peterbilt-Clarksburg
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Johnson Dodge Chrysler
Joyce Honda
Kerbeck Cadillac Chevrolet Buick GMC
Kindle Ford Lincoln
Kundert Volvo Cars of Hasbrouck Heights
Larson Ford, Inc.
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Lexus of Bridgewater
Lexus of Cherry Hill
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Liberty Hyundai
Liberty Kenworth of South Jersey
Liberty Kia
Liberty Subaru, Inc.
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