

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA

vs.

CONCORD AUTO PROTECT INC

NO. 2024-15994

NOTICE TO DEFEND – CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA

19404-0268 (610) 279-9660, EXTENSION 201

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CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: Patrick Gavin, Esq., ID: 323044

Self-Represented (Pro Se) Litigant ☐

Class Action Suit ☐ Yes ☒ No

MDJ Appeal ☐ Yes ☒ No

Money Damages Requested ☐

Commencement of Action:

Amount in Controversy:

Complaint

Case Type and Code

Miscellaneous:

Other

Other: UTPCPL, 73 P.S. SECTION 201-1 ET SEQ

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

MONTGOMERY

County

For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons ☐ Petition
☐ Transfer from Another Jurisdiction ☐ Declaration of Taking

Lead Plaintiff's Name:
COMMONWEALTH OF PENNSYLVANIA, OAG

Lead Defendant's Name:
CONCORD AUTO PROTECT, INC.

Are money damages requested? ☐ Yes ☒ No

Dollar Amount Requested: ☐ within arbitration limits
(check one) ☒ outside arbitration limits

Is this a Class Action Suit? ☐ Yes ☒ No

Is this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Patrick J. Gavin

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other

- ☐ Employment Dispute:
Discrimination
☐ Employment Dispute: Other

☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

- ☐ Zoning Board
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
Restraining Order
☐ Quo Warranto
☐ Replevin
☒ Other:
UTPCPL
73 P.S. Section 201-1 et seq

THIS IS NOT A COMPULSORY ARBITRATION CASE.

This case has been brought by the Commonwealth of Pennsylvania under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* **AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED.**

Patrick J. Gavin
Deputy Attorney General
Supreme Court I.D. 323044
Commonwealth of Pennsylvania
Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (717) 497-2837
Email: pgavin@attorneygeneral.gov
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF
MONTGOMERY COUNTY, PENNSYLVANIA**

**COMMONWEALTH OF
PENNSYLVANIA, by Attorney General
MICHELLE A. HENRY,**

Plaintiff,

v.

**CONCORD AUTO PROTECT, INC. d/b/a
CONCORD AUTO PROTECT,**

1150 First Avenue, Suite 501
King of Prussia, PA 19406

and

**ALON SALMAN, a/k/a MICHAEL
SOLOMON, individually and as owner of
CONCORD AUTO PROTECT, INC. d/b/a
CONCORD AUTO PROTECT,**

1227 Avenue T
Brooklyn, NY 11229

Defendants.

Case No.

COMPLAINT IN EQUITY

CIVIL ACTION

NOTICE TO DEFEND

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Lawyer Referral Service
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Attorney for Plaintiff

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Brooklyn, NY 11229

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CIVIL ACTION

COMPLAINT

AND NOW comes the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry ("Commonwealth" or "Plaintiff"), and brings this action pursuant to provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* ("Consumer Protection Law") to obtain injunctive relief, restitution, civil penalties, and other

equitable relief against the Defendants. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain by temporary or permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that the Defendants are using, have used and/or are about to use methods, acts or practices complained of herein which are in violation of the Consumer Protection Law. The Commonwealth believes that its citizens are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

The Commonwealth seeks restitution pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law. In support thereof, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code. 42 Pa. C.S. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(a), (c) and Pa. R.C.P. 2156(a).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry, which has offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania, 19103.

4. Defendant Concord Auto Protect, Inc. ("Concord Auto Protect" or "Concord") is a business corporation incorporated under the laws of the State of New York (New York State Department of State ID No. 4420021) with a registered address of 1150 First Avenue, Suite 501, King of Prussia, PA 19406. Concord Auto Protect, Inc. does business in Pennsylvania as "Concord Auto Protect."

5. Defendant Concord Auto Protect is not registered as a foreign business corporation with the Pennsylvania Department of State.

6. Defendant Alon Salman ("Salman") is an individual who resides at 1227 Avenue T, Brooklyn, NY 11229.

7. Defendant Salman does business using the alias Michael Solomon.

8. Defendant Salman is an owner and chief executive officer of Concord Auto Protect.

9. At all times relevant and material hereto, Defendant Salman engaged in trade and commerce within the Commonwealth of Pennsylvania by acting as the owner and principal of Concord Auto Protect.

10. Defendant Salman directed, supervised, controlled, approved, formulated, authorized, ratified, benefited from, failed to correct, and/or otherwise participated in the unlawful acts and practices of Defendant Concord Auto Protect described herein.

FACTS

11. As set forth below, the conduct and business practices of the Defendants constitute violations of the Consumer Protection Law.

I. Concord Advertises and Sells Vehicle Service Program Agreements in Pennsylvania.

12. Defendant Concord Auto Protect engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising and selling vehicle service and repair coverage to thousands of consumers in different states, including Pennsylvania, via Vehicle Service Program Agreements (“VSPAs”).

13. Concord Auto Protect markets its products in Pennsylvania by phone, online, and on commercial radio.

14. Concord’s website states that Concord offers “a variety of extended car warranty coverage packages” and claims that Concord is the “leading provider of extended auto repair coverage plans, offering comprehensive extended auto warranty coverage for all makes and models of vehicles.” *See* Concord Auto Protect, Homepage, <https://www.concordautoprotect.com/> (last accessed June 18, 2024). Concord describes its products as “collision and comprehensive coverage, roadside assistance, and more.” *Id.*

15. Concord markets its product as a “Vehicle Service Contract,” which “protect[s] the consumer for costly repairs with coverage based on the service package you’ve selected.” *Id.*, Concord Auto Protect FAQs, <https://www.concordautoprotect.com/concord-auto-protect-faqs/> (last accessed June 18, 2024).

16. Although the terms of the VSPAs vary—Concord currently offers “Protection Plans” labeled as “Powertrain,” “Premium,” and “Advanced,” with varying scopes of coverage and varying prices—the VSPAs generally promise to provide consumers with after-market

warranty coverage for vehicle repairs, vehicle collisions, and other occurrences in exchange for initial and monthly premium payments. *Id.* (last accessed June 18, 2024).

17. Concord explicitly advertises its customer service quality in marketing materials. Concord promises that it provides “excellent customer service to both mechanics and drivers” and that it has a “Rapid Response System” that is “built to make sure you don’t have to wait on hold or take your vehicle to a facility you are not comfortable with.” *Id.*, About Us, <https://www.concordautoprotect.com/about-us/> (last accessed June 18, 2024). Elsewhere Concord promises “the best service possible.” *Id.*, Why Choose Us, <https://www.concordautoprotect.com/why-concord/> (last accessed June 18, 2024).

18. Concord also markets a “30-Day Money Back Guarantee,” which promises consumers that “we are offering a full refund within 30 days of purchase.” *Id.*

II. Concord Promised to Provide Coverage for Its Customers’ Auto Repairs but Failed to Provide the Coverage that Consumers Had Contracted and Paid For.

19. Concord deceived consumers by taking their money up front but abandoning its obligations later.

20. Concord engaged in a variety of conduct to further this deception and take advantage of unsuspecting consumers.

21. Specifically, the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (“Bureau”), has received numerous complaints from consumers who purchased VSPAs from Concord Auto Protect. Consumers complain about the following conduct by Concord:

- A. Concord fails to promptly cover consumers’ claims under the VSPAs, often inappropriately delaying or failing to issue approval decisions on claims. In such cases, consumers are often forced to pay for vehicle

repairs out of pocket. Concord often fails to reimburse them for these out-of-pocket payments.

- B. Concord often fails to take reasonable steps to even respond to consumer claims and related complaints, sometimes failing to respond to consumer complaints for months despite advertising regular phone availability on its website. Making contact with a representative was especially difficult after consumers began the claims process.
- C. Concord delays or fails to issue payments on claims that Concord has received, reviewed, and for which Concord has approved coverage. In such instances, Concord often deceives consumers by falsely stating that consumers' checks have already been mailed, or that payment would be forthcoming.
- D. Similarly, Concord fails to adhere to certain ancillary coverage terms in relation to approved claims, including Concord's obligation to pay for rental cars.
- E. Concord issues approvals for partial rather than full coverage without legitimate justification.

22. Concord also uses false pretenses or improper rationales to deny claims. For example, consumers have complained that Concord has denied claims for the following false or pretextual reasons:

- A. that the consumer paid less in premiums than the amount of the claim;
- B. that the consumer was unable to submit impossibly detailed maintenance records, even for used vehicles;

- C. that a “Technical Service Bulletin”—a document issued by vehicle manufacturers to provide proper repair procedures for specific vehicles—had been issued for the covered vehicle; and
- D. other vague or nonspecific reasons.

23. Although the VSPAs specifically entitle consumers to cancel their VSPAs at any time in return for a pro-rated refund, and although Concord explicitly advertises a 30-day money-back guarantee, Concord fails to issue, or delays issuing, refunds for consumers’ full or prorated premiums when consumers cancel their VSPAs. In many cases, Concord does not respond to consumer cancellation requests at all.

24. Concord has retaliated against consumers for leaving bad reviews. Concord also conditioned payments upon the consumers’ agreement to withdraw negative reviews about the business.

25. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and have been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, the practices alleged herein.

III. Concord’s Scheme Has Injured Consumers and Harmed the Public Interest.

26. Concord’s scheme resulted in harm suffered by consumers who purchased VSPAs from, or otherwise engaged in trade and commerce with, Concord Auto Protect, either directly or indirectly.

27. Concord’s scheme to delay payment on claims, ignore cancellation requests, and deny covered claims for false reasons allowed Concord to take in substantial amounts of money from consumers in premiums without incurring corresponding coverage expenses later on.

28. The Commonwealth believes that the public interest is served by seeking before

this Honorable Court a permanent injunction to restrain the methods, acts and practices of the Defendant, as complained of herein. Further, the Commonwealth requests injunctive relief, restitution, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

COUNT I
VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO
ALL DEFENDANTS

DEFENDANTS FAILED TO PROVIDE CONSUMERS WITH COVERAGE AND
SERVICES FOR WHICH CONSUMERS ALREADY CONTRACTED AND PAID

29. The Commonwealth incorporates the preceding paragraphs as though the same were fully set forth herein.

30. Defendants entered into VSPAs with consumers to provide vehicle service coverage and other services.

31. At all times relevant and material hereto, Defendants failed to deliver goods and services that Defendants promised to provide under the VSPAs by engaging in conduct including, but not limited to, the following:

- A. inappropriately delaying or failing to issue approval decisions on claims;
- B. delaying or failing to issue payments on approved claims;
- C. issuing approvals for partial rather than full coverage without legitimate justification;
- D. denying claims based on false or pretextual rationales, including: that the consumer paid less in premiums than the amount of the claim; requiring consumers to submit impossibly detailed maintenance records; pretextual citation to "Technical Service Bulletins" in claims denials; and other overly vague or contradictory pretextual rationales;

- E. failing to issue or delaying issuing refunds for consumers' prorated premiums when consumers cancel;
- F. failing to adhere to certain contract terms, including a promise to pay for rental cars; and
- G. failing to take reasonable steps to respond to consumer claims and related complaints.

32. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of the Consumer Protection Law, including, but not limited to, the following:

- A. causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, as prohibited by Section 201-2(4)(ii);
- B. representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v);
- C. failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made as prohibited by Section 201-2(4)(xiv); and
- D. engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).

73 P.S. § 201-3; 73 P.S. § 201-2(4)(ii), (v), (xiv), and (xxi).

33. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

34. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of Defendants as described herein, as well as seeking restitution and civil penalties for violations of the law.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. declaring the conduct of Defendants as described herein above be in violation of the Consumer Protection Law;
- B. permanently enjoining Defendants, and their agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law, and any amendments thereto;
- C. directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all interested persons from whom the Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
- D. directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present

violation of the Consumer Protection Law involving consumers age sixty (60) or older as victims;

- E. permanently enjoining Defendants from engaging in trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania which involves in any way the provision of vehicle warranties, vehicle service contracts, vehicle service programs, including any and all agreements to offer for sale auto warranty coverage;
- F. directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- G. requiring Defendants to pay the Commonwealth's litigation costs in this matter; and
- H. granting such other general, equitable and/or further relief as the Court deems just and proper.

COUNT II
VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO
ALL DEFENDANTS

DEFENDANTS FAILED TO HONOR THEIR CONTRACTUAL CANCELLATION AND
REFUND OBLIGATIONS

35. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

36. Defendants sold VSPAs that explicitly entitled consumers to cancel their VSPAs in return for a pro-rated return of premiums.

37. Defendants failed to properly and timely respond to demands or requests for cancellations and refunds.

38. Defendants' business practices of failing to provide refunds and retaining consumer payments where the consumer had not received the goods or services promised and/or for which they paid, as specifically set forth herein, constitute unfair and deceptive acts or practices, in violation of the Consumer Protection Law.

39. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of the Consumer Protection Law, including, but not limited to, the following:

- A. representing that goods and services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have, as prohibited by Section 201-2(4)(v);
- B. failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made as prohibited by Section 201-2(4)(xiv); and
- C. engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).

73 P.S. § 201-2(4)(v), (xiv), and (xxi).

40. The Commonwealth alleges that all of the practices described above were performed willfully by Defendants.

41. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The

Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court order the following relief:

- A. declaring the conduct of Defendants as described herein above be in violation of the Consumer Protection Law;
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- C. directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all interested persons from whom the Defendants may have acquired moneys or property by means of any violations of the Consumer Protection Law;
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- F. directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint;
- G. requiring Defendants to pay the Commonwealth's litigation costs in this matter; and
- H. granting such other general, equitable and/or further relief as the Court deems just and proper.

Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

MICHELLE A. HENRY
Attorney General

June 20, 2024



Patrick J. Gavin
Deputy Attorney General
Supreme Court I.D. 323044
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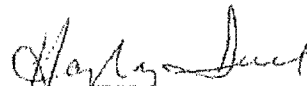
COMPLAINT IN EQUITY

CIVIL ACTION

VERIFICATION

I, Hayley Dull, hereby state, hereby state that I am a Senior Civil Investigator with the Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Commonwealth in this action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, or information and belief. I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

June 18, 2024


Hayley Dull
Senior Civil Investigator