

STATE OF MAINE

KENNEBEC, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO.

IN RE BAYVIEW SALES CORPORATION,)
INC., a Maine Corporation)

ASSURANCE OF
DISCONTINUANCE

Pursuant to the Unfair Trade Practices Act, 5 M.R.S.A. § 206, et seq., the Attorney General has examined the conduct of Bayview Sales Corp. (hereinafter referred to as Bayview) and has found the following:

1. Bayview Sales Corporation, Inc. is a Maine corporation with its principal place of business at 60 Darling Avenue, South Portland, Maine 04106. Bayview's registered agent is Dwight A. Fifield, Esquire, whose address is 92 Exchange Street, Portland, Maine 04103.

2. Bayview is in the business of advertising and offering for sale used motor vehicles.

3. On January 9, 1980, Bayview sold a used 1979 Pontiac Grand Prix automobile (#2J37Y92522997).

4. Bayview has admitted that it was unaware of the requirements of the Used Car Information Act.

WHEREFORE, Bayview, pursuant to 5 M.R.S.A. § 210 agrees as follows:

1. Bayview, its employees, agents and any and all persons acting for or on behalf of it shall permanently discontinue:

A. Selling, offering to sell or transferring title
of any used motor vehicle without first:

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(1) Furnishing a written disclosure statement containing:

- (a) the make, model, model year and any identification or serial numbers of the motor vehicle;
- (b) the name and address of the previous owner of the motor vehicle, or dealer, the principal use to which the motor vehicle was put by that owner, and the type of sale or other means by which the person acquired the motor vehicle to the extent that such information is reasonably available to Bayview;
- (c) a statement identifying any and all mechanical defects known to Bayview at the time of sale; and
- (d) a statement identifying the type of damage, if any, that the vehicle has sustained, such as fire, water or substantial collision damage, if such information is known to Bayview.

(2) Disclosing all of the information referred to in subparagraph 1.A(1) to prospective customers, in writing, prior to transferring title, accepting any part of the purchase price or

making an agreement to sell a used motor vehicle, at whichever of these events occurs earliest.

B. Selling, offering for sale or transferring a used motor vehicle without providing to the purchaser:

(1) A written statement disclosing that the used motor vehicle meets the inspection standards of Title 29, Section 2122;

(2) The following information, in writing, if any other warranty is given:

(a) the date or number of days or mileage at which the warranty will terminate;

(b) the parts or systems of the vehicle that are warranted against mechanical defects, or the parts or systems of the vehicle excluded from the warranty;

(c) a statement of what Bayview will do in the event of a mechanical defect and at whose expense;

(d) the name and address of the facility, within 50 miles of Bayview, where repairs or other services are to be made under the warranty if Bayview will not perform such work. If Bayview will perform such work, then Bayview's name and address;

(e) the following notice: "If a dealer fails to perform his obligation under the warranty, the purchaser shall give the dealer written notice of such failure before the purchaser initiates a civil action in accordance with section 1476. The notice must be sent by registered or certified mail to the dealer's last known business address."

C. Violating any other provision of the Used Car Information Act, 10 M.R.S.A. § 1471, et seq.

2. Bayview will provide a copy of this Assurance to all of its known employees, agents, officers and any and all other persons acting for or on behalf of it within seven days of the date of the execution of this Assurance. Bayview shall execute an affidavit and file the same with the Attorney General's Office no later than fourteen (14) days after the date of execution of this Assurance certifying that the providing of copies of the Assurance has been complied with and listing the names and positions of all persons to whom the Assurance was provided.

3. Bayview will provide a copy of this Assurance to all future employees, agents, officers and any and all other persons acting for or on its behalf who are hired or become associated with it within the next 12 months.

4. Bayview will notify all of its known employees, agents, officers and any and all other persons acting for or on its behalf of any and all changes that may occur by legislative or regulatory

action, state or federal, that would change or modify in any way any of its obligations under this Assurance.

JAMES E. TIERNEY
Attorney General
State of Maine

Dated: July 6, 1981

BY: Robert A. Burgess
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Dated: June 30, 1981

BY: Ralph B. Gilman
RALPH GILMAN
Bayview Sales Corporation, Inc.