

STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION

RECEIVED
KENNEBEC SUPERIOR COURT
DOCKET NO. CV-03- 102

MAY - 9 2003

STATE OF MAINE,)
)
 Plaintiff,)
)
 v.)
)
 CITY ENTERPRISES I, LLC)
 D/B/A MOTOR CITY NISSAN,)
)
 Defendant.)

NANCY DESJARDIN
CLERK OF COURTS

CONSENT DECREE
(Maine Unfair Trade Practices Act,
5 M.R.S.A. § 207)

Plaintiff, State of Maine, filed its Complaint in the above-captioned matter on May 9, 2003. The Department of the Attorney General (“Attorney General”), on the State’s behalf, and Defendant City Enterprises I, LLC d/b/a Motor City Nissan (“Motor City Nissan”) have consented to the entry of this Consent Decree (the “Decree”) without trial or adjudication of any issue of fact or law herein. This Decree does not constitute evidence against the Defendant or an admission by the Defendant of any of the allegations in the Plaintiff’s Complaint.

NOW THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon the consent of the parties hereto, it is hereby ORDERED and decreed as follows:

1. This Court has jurisdiction over the subject matter of this action and over the parties consenting to this Decree. The Plaintiff’s Complaint states a claim against the Defendant under the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 206-214 (1989 & Pamph. 2003).
2. The Defendant, its agents, employees, assigns or other persons acting for it or under its control or guidance are permanently enjoined and restrained from:

A. Knowingly or negligently making or causing to be made a false statement of material fact in any advertisement or other communication to the public with respect to Defendant's sale of new motor vehicles;

B. Offering to sell new motor vehicles by means of advertising or other communication to the public as part of a scheme or plan with the intent not to sell or provide the advertised new motor vehicle;

1. At all;

2. At the price or of the quantity offered; or

3. In a quantity sufficient to meet the reasonably expected public demand unless the advertisement or communication states the approximate quantity available.

C. Advertising for sale, with a price, any specific new motor vehicle without disclosing the vehicle's year (*e.g.*, 2003), make (*e.g.*, Nissan), carline (*e.g.*, Altima), and model (*e.g.*, SE).

D. Advertising the price, exclusive of federal, state, or local taxes, title and documentation fees, of any specific new motor vehicle for sale without disclosing:

1. The dollar amount for which the vehicle will be sold; **and**

2. *Either* of the following:

a. The number of units available at the advertised price, either by way of:

i. Identification by stock number; or

ii. Identification by stating the total number of units covered by the advertisement actually on the Defendant's lot at the time the advertisement was prepared;

or

b. That the units covered by the advertisement must be ordered.

3. The Defendant may use in its advertisements terms such as "starting at," "priced from," or "while supplies last" to inform the public that the Defendant has other vehicles of the advertised model available at different prices. In addition, the Defendant may use in its advertisements photographs of vehicles so long as they are of vehicles available on the Defendant's lot or the advertisements contain a general disclaimer indicating that the photographs are for illustrative purposes only.

4. Notwithstanding any language to the contrary contained herein, this Decree, and the injunction contained herein, will expire of its own terms upon the adoption by the Attorney General of rules or regulations governing the advertising practices of new car dealers that contain advertising standards differing from or inconsistent with those set forth in the New Car Sale Rules (Chapter 105, Agency 262-39, Unit 4929) issued by the Attorney General on November 8, 1982, that are currently in effect.

5. As of the date of entry of this Decree the Defendant shall, pursuant to 5 M.R.S.A. §§ 203-A and 209, pay to the Attorney General \$10,000, which funds are to be used for consumer education, litigation, or consumer protection purposes at the discretion of the Attorney General.

6. Any violation by the Defendant of the injunction set forth in Paragraph 2 above shall subject the Defendant to the imposition of a civil penalty as provided in 5 M.R.S.A. § 209.

7. Pursuant to 5 M.R.S.A. § 209, the Defendant shall pay to the Department of the Attorney General the costs of this suit, including its attorney's fees, in the amount of \$1,000.

RETENTION OF JURISDICTION

Jurisdiction is retained by this Court pursuant to 5 M.R.S.A. § 209 for the purpose of enabling any party to this Decree to apply to this Court at any time for such further orders as may be necessary for the construction, modification, or enforcement of any provision of this Decree.

The undersigned acknowledge the terms of this Decree and agree to these terms and to the entry of this Decree.

The Clerk is directed to incorporate this Decree in the docket by reference pursuant to M.R.Civ.P. 79(a).

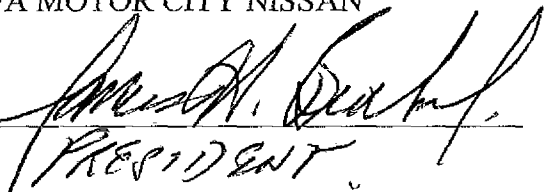
Dated: May 12, 2003


Justice, Superior Court

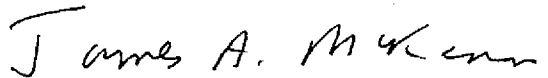
WE CONSENT:

CITY ENTERPRISES I, LLC
D/B/A MOTOR CITY NISSAN

Dated: May __, 2003

By: 
Its: PRESIDENT
STATE OF MAINE

Dated: May 9, 2003


James A. McKenna, Bar No. 1735
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