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November 10, 2005

Peter Garcia, Esq.  
Skelton, Taintor & Abbott  
95 Main Street  
P.O. Box 3200  
Auburn, Maine 04212-3200

RE: State of Maine v. Ford Motor Credit Company (CV-04-130)

Dear Peter:

Please find attached an acknowledgment that there has been a "Partial Satisfaction of Judgment" in the above-referenced matter. Thank you.

Sincerely,

JAMES A. MCKENNA  
Assistant Attorney General  
Office of the Attorney General  
State House Station #6  
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JAM/gm

Enclosure

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-04-130

## PARTIAL SATISFACTION OF JUDGMENT

Dated at Augusta, Maine this 9<sup>th</sup> day of November, 2005.

By:

**James A. McKenna**  
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SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-02-

# UNFAIR TRADE PRACTICE CONSENT DECREE AND FINAL JUDGMENT

Plaintiff and defendants having stipulated and consented by the entry of this Consent Decree prior to the taking of any proof, and without trial or adjudication of any fact or law herein, and without this Consent Decree constituting any admission by defendants regarding any issue of fact or law alleged in said complaint; and in summary, Plaintiff alleges that from and including 1991 through 1994 FORD CREDIT did not always disclose lease payoff information to consumers who

were terminating a lease prior to the full scheduled lease term and that FORD CREDIT directed the consumers to FORD DEALERS. Plaintiff further alleges that some dealers made undisclosed profits by inflating the payoff figures and retaining the excess. The allegations are fully set forth in the State's Complaint. Defendants make no admissions regarding any issue of fact or law alleged in Plaintiff's Complaint. FORD CREDIT represents that since 1995 it has made reasonable efforts to make sure that its policy of providing requested payoff information has been complied with. Further, FORD CREDIT has agreed to modify its procedures, so that consumers who want to early terminate their lease and purchase the lease vehicle will be able to obtain a purchase quotation from it.

The Court has considered the pleadings. NOW THEREFORE, upon consent of the parties hereto, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

### **I. JURISDICTION**

1. This Court has jurisdiction over the Plaintiff and Defendants, FORD CREDIT and FORD DEALERS, and the subject matter of this action. The Complaint states a claim for relief under 5 M.R.S.A. § 207, Maine Unfair Trade Practices Act.

2. Except as otherwise specifically provided, the provisions of this Consent Decree are applicable to Defendant FORD CREDIT, Defendant Ford and Lincoln-Mercury Dealers, consisting of the dealers listed in Appendix A; and to their successors, officers, employees, agents and representatives, and all persons who are acting in concert or participation with any of them with actual or constructive notice of this judgment.

### **II. INJUNCTION**

3. Defendant FORD DEALERS are hereby permanently enjoined and restrained from making any untrue or misleading statement in connection with the early termination of a lease

contract for any motor vehicle.

### **III. DEFINITIONS APPLICABLE TO MONETARY RELIEF**

4. Unless otherwise specified, the following shall apply:

A. "ADMINISTRATOR" as used herein shall mean Gilardi & Co., 1115 Magnolia Avenue, Larkspur, California 94939, which company shall be appointed by the Court as an Officer of the Court to supervise the Restitution Program.

B. "POTENTIAL RESTITUTION ELIGIBLE CUSTOMER" as used herein shall mean any person who leased a motor vehicle from defendants in the State of Maine and terminated the lease early, prior to the expiration of the full original written term of the lease, in the State of Maine, which termination occurred in the years from and including 1991 through 1994, inclusive.

C. "RESTITUTION ELIGIBLE CUSTOMER" as used herein shall mean any POTENTIAL RESTITUTION ELIGIBLE CUSTOMER who completes, certifies, and returns to the ADMINISTRATOR the Questionnaire and Release provided for herein, and who answers the questions therein in the following manner; the customer must indicate that, after January 1, 1991, the customer terminated a lease for a car or truck with FORD CREDIT before its expiration date; that before terminating the lease, the customer did not get a quotation or the adjusted balance of the lease directly from FORD CREDIT; that the customer did receive a "payoff" quotation from the Ford or Lincoln-Mercury dealer or any other Dealer; that the customer did not understand that the quotation received included both an amount to pay off the remaining lease obligation and an amount subject to negotiation for the purchase price of the car; and that the customer purchased the leased vehicle for future use or for use as a trade-in as part of a new vehicle lease or purchase. Persons who leased a motor vehicle from Defendants in the State of Maine and terminated the lease early, prior to the

expiration of the full original written term of the Lease in State of Maine, which occurred in the years of 1995 through 1999, inclusive, may participate in the relief provided by this Consent Decree if they abide by the same procedures as specified herein including the timely submission of a completed Questionnaire. These persons will not receive direct notice of this Consent Decree.

#### **IV. REFUNDS**

##### **General Provisions**

5. Defendant FORD CREDIT shall make refunds available on a statewide basis to all POTENTIAL RESTITUTION ELIGIBLE CUSTOMERS.

6. Within ninety days of the date of this Consent Decree defendant FORD CREDIT shall provide to the ADMINISTRATOR a list of all POTENTIAL RESTITUTION ELIGIBLE CUSTOMERS.

7. Each POTENTIAL RESTITUTION ELIGIBLE CUSTOMER will be sent a Questionnaire and Release (the "Questionnaire and Release") by the ADMINISTRATOR, which shall be printed on two sides of one document. The Questionnaire and Release shall include a Questionnaire in the form as shown in paragraph 8 and a Release shall be in the form shown in paragraph 9 of this Consent Decree. Upon receipt by the ADMINISTRATOR of a correctly completed Questionnaire and Release each RESTITUTION ELIGIBLE CUSTOMER will receive a refund in the form of a check for \$100 (one hundred dollars). The questionnaires and forms will be available on the website of the Administrator.

8. The form of the questionnaire shall be as follows:

Ford Leasing Claims Administration Center  
c/o Gilardi & Co. LLC  
P.O. Box 8060

San Rafael, CA 94912-8060

Tel: 800-xxx-xxxx

Questionnaire and Release

[Bar code] Claim #: LEV-123456-7

Changes/Corrections

[FIRST] [LAST]

\_\_\_\_\_

[NAME2]

\_\_\_\_\_

[ADDR1]

\_\_\_\_\_

[ADDR2]

\_\_\_\_\_

[CITY STATE ZIP]

\_\_\_\_\_

[Name of Joint Account Holder]

[Pre-print if date available]

This Questionnaire and Release is being sent to you in connection with the settlement of the litigation described in the accompanying Notice. You have been identified as a *potentially* qualified candidate for a refund of \$100. Certain Maine Ford leasing customers who, after January 1, 1991, terminated a Ford car or truck lease before its expiration date are eligible for this payment.

To qualify for payment you must fully complete this questionnaire form, sign it and the release form, and return it by [date]. Your response will then be evaluated to determine your eligibility for a payment.

1. Did you terminate your lease before it was due to end?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Before terminating the lease, did you get a quotation of the amount to pay off your

remaining lease obligation directly from Ford Motor Credit Company or from the dealer?

a) I received a payoff quotation from Ford Motor Credit Company.

Yes \_\_\_\_\_ No \_\_\_\_\_

b) I received a payoff quotation from the dealer.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. If you received a payoff quotation from the dealer, did you understand that the quotation you received included both (a) an amount to pay off your remaining lease obligation, and, (b) an amount subject to negotiation for the purchase of the car or truck?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Did you purchase the leased car or truck?

Yes \_\_\_\_\_ No \_\_\_\_\_

I certify that I am the person named in this Questionnaire and Release and that to the best of my knowledge the above information is true and correct:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Ford Leasing Customer

\_\_\_\_\_  
Signature of Joint Account Holder (if any)

\_\_\_\_\_  
Printed Name of Ford Leasing Customer (if any)

Note: "Joint Account Holder" means that two or more persons such as a husband and wife signed the



lease. If you are unable to obtain all required joint signatures, you may submit documents or other evidence of your claim and authority to receive a check and sign a release. The Administrator shall determine whether your claim qualifies for a check.

THIS CLAIM FORM MUST BE RETURNED NO LATER THAN [DATE]

9. The form of the release shall be as follows:

**RELEASE**

I understand that I may be eligible for a payment in the amount of One Hundred Dollars (\$100) due to my early termination of a Ford Motor Credit Company vehicle lease. Whether I receive a check will depend on several factors.

In the event that I qualify for and receive a refund check I understand that acceptance of the check will constitute full settlement, compromise, waiver and release of any and all claims, legal and equitable, arising out of or related to the early termination of the vehicle lease and my purchase or my attempt to purchase this leased vehicle upon early termination of the lease against Ford Motor Company, Ford Motor Credit Company, and the Ford or Lincoln-Mercury dealer where I leased the vehicle if and only if that Ford or Lincoln-Mercury dealer is a party to this Final Judgment and all of their respective subsidiaries, parents, affiliates, officers, directors, employees, agents, and shareholders.

\_\_\_\_\_  
Signature of Ford Leasing Customer

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Printed Name of Ford Leasing Customer

If the lease was signed by two or more persons (for example, husband and wife) both must sign this release form.

\_\_\_\_\_  
Signature of Ford Leasing Customer

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Printed Name of Ford Leasing Customer

Note: Two signatures required if joint account.

**V. RESTITUTION FUNDING AND PROGRAM ADMINISTRATION**

10. All restitution and the costs of administration of the settlement shall be paid by defendant FORD CREDIT. This restitution program shall be administered by the ADMINISTRATOR. On a business day that is no more than four months from the entry of this Consent Decree, the ADMINISTRATOR shall mail to each POTENTIAL RESTITUTION ELIGIBLE CUSTOMER a Questionnaire and Release (paragraphs 8 and 9 respectively) advising that the Questionnaire and Release must be completed, executed, and returned to the ADMINISTRATOR by the business day that is eight months from entry of this Final Judgment, or 60 days from the mailing of the packet, whichever is greater, in order to be eligible for restitution. In the event a packet sent to a POTENTIAL RESTITUTION ELIGIBLE CUSTOMER is returned undelivered to the ADMINISTRATOR, and a new address is provided by the U.S. Postal Service, the ADMINISTRATOR shall resend the packet. The date for return of the Questionnaire and Release to the ADMINISTRATOR shall be eight months from the entry of this Final Judgment or 60 days from the mailing of the packet, whichever is greater.

11. Within sixty (60) days after the date the Questionnaire and Release are due as provided in paragraph 10, the ADMINISTRATOR shall determine the number of RESTITUTION ELIGIBLE

CUSTOMERS as follows: Each POTENTIAL RESTITUTION ELIGIBLE CUSTOMER who returns a fully and correctly completed Questionnaire and Release shall be designated a RESTITUTION ELIGIBLE CUSTOMER. Upon a determination by the ADMINISTRATOR of the total number of RESTITUTION ELIGIBLE CUSTOMERS, and therefore the total amount of restitution due, the ADMINISTRATOR shall notify defendant FORD CREDIT who shall immediately deliver to the ADMINISTRATOR by bank wire transfer the amount of the total restitution due. Thereafter, the ADMINISTRATOR shall deliver a \$100 (One Hundred Dollar) check to each RESTITUTION ELIGIBLE CUSTOMER. In the event that checks are returned undeliverable to the ADMINISTRATOR and he is unable to locate consumers entitled to the checks, those funds due such consumers shall be treated as unclaimed property in the possession of the State of Maine pursuant to 33 M.R.S.A. §1951, the Uniform Unclaimed Property Act. These funds may be delivered to the Treasurer prior to the statutory due date. The ADMINISTRATOR shall provide a report to the Attorney General within six (6) months of the entry of the order which details the amount delivered to the Treasurer for treatment as unclaimed property under the state statute. The ADMINISTRATOR shall continue to provide this information every six (6) months until all funds have been claimed and/or returned to the ADMINISTRATOR. The ADMINISTRATOR shall provide all information necessary to the state Treasurer's office to appropriately handle such funds as unclaimed property as set forth by statute and regulation.

#### **DUTIES OF THE ADMINISTRATOR**

12. The ADMINISTRATOR is an Officer of the Court and is responsible for the coordination of the Restitution Program with the full and complete cooperation of all parties to this Consent Decree.

13. The ADMINISTRATOR shall establish a toll-free telephone number for use by POTENTIAL RESTITUTION ELIGIBLE CUSTOMERS in connection with the Restitution Program. The toll-free telephone number shall be prominently displayed on all correspondence and notices issued by the ADMINISTRATOR regarding the program. The ADMINISTRATOR shall handle all telephone inquiries during business hours by live operator and not by recorded message. The ADMINISTRATOR as necessary shall make Spanish-speaking personnel available.

14. Documents sent by the ADMINISTRATOR to POTENTIAL RESTITUTION ELIGIBLE CUSTOMERS as part of the Restitution Program shall include clear and conspicuous notices in Spanish informing the recipients that all such documents are available to POTENTIAL RESTITUTION ELIGIBLE CUSTOMERS in Spanish upon request by calling the toll-free telephone number.

15. The ADMINISTRATOR shall be responsible for, among other things, the collection of all funds and documents necessary for distribution of restitution, and the distribution of restitution checks. The ADMINISTRATOR shall provide a report to the Maine Attorney General and defendant FORD CREDIT detailing the following, at the conclusion of the restitution program, in a format and medium to be agreed upon by defendant FORD CREDIT and Plaintiff, setting forth:

- A. The number of completed and executed Questionnaire and Releases received from POTENTIAL RESTITUTION ELIGIBLE CUSTOMERS;
- B. The identity of POTENTIAL RESTITUTION ELIGIBLE CUSTOMERS qualifying as RESTITUTION ELIGIBLE CUSTOMERS and the amount of restitution distributed by check; and

C. Such other information as defendant FORD CREDIT and the Plaintiff specify.

16. The ADMINISTRATOR shall also provide a quarterly statement of its reasonable fees and expenses incurred in connection with the Restitution Program to defendant FORD CREDIT and Plaintiff. For the twelve months following the entry of this Consent Decree, defendant FORD CREDIT, within thirty (30) days after receipt from the ADMINISTRATOR of appropriate documentation, shall reimburse the ADMINISTRATOR for its actual and reasonable fees and expenses administering the settlement.

17. With the prior written permission of defendant FORD CREDIT and the Plaintiff, the ADMINISTRATOR may employ such persons as are necessary to carry out the duties described herein.

18. A representative of the ADMINISTRATOR shall meet and confer with representatives of defendant FORD CREDIT and Plaintiff as often as necessary in order to monitor and audit the Restitution Program properly. Problems that arise concerning the implementation of the Restitution Program may be resolved by agreement between defendant FORD CREDIT and Plaintiff and the ADMINISTRATOR without further court order. In the event a dispute arises that cannot be resolved between defendant FORD CREDIT and Plaintiff and the ADMINISTRATOR, defendant FORD CREDIT, Plaintiff or the ADMINISTRATOR may petition the Court for resolution.

#### **VI. VOLUNTARY COMPLIANCE PAYMENT**

19. Within ten (10) days following the entry of the Consent Decree, defendant FORD CREDIT shall pay plaintiff, the State of Maine, TWELVE THOUSAND EIGHT HUNDRED

TWENTY DOLLARS and FIFTY-ONE CENTS (\$12,820.51), payable to "**Maine Attorney General Consumer Protection Fund.**" The Attorney General shall cause this payment to be deposited in the Attorney General Consumer Protection Fund. This payment shall be used by the Attorney General for law enforcement activity and consumer educational programs associated with the enforcement of the Unfair Trade Practices Act, pursuant to 5 M.R.S.A. § 209.

20. Each Ford or Lincoln-Mercury Dealer that executes this Consent Decree regarding Ford/Lincoln-Mercury Dealers shall, upon approval of the Consent Decree pertaining to such dealer, make a payment to the ADMINISTRATOR, which, in turn, shall remit the aggregate amount to the plaintiff payable to the "**Maine Attorney General Consumer Protection Fund**" in an amount pursuant to the following formula:

- A. For each dealer with RCL <sup>0</sup>outstandings of \$10,000,000 or less, the sum of \$3,500;
- B. For each dealer with RCL <sup>0</sup>outstandings of more than \$10,000,000 and less than \$25,000,000, the sum of \$6,000; and
- C. For each dealer with RCL outstandings of \$25,000,000 or more, the sum of \$8,000.

" Red Carpet Lease Outstanding" and/or "RCL Outstanding" shall be defined to mean the total dollar amount of RCL contracts executed by the Dealer and assigned to Ford Motor Credit Company that are open accounts as of December 31, 2001. The Attorney General shall cause this payment to be deposited in the Maine Attorney General Consumer Protection Fund. This payment shall be used by the Attorney General for law enforcement activity and consumer educational programs associated with the enforcement of the Unfair Trade Practices Act, pursuant to 5 M.R.S.A. § 209.

21. The Attorneys General shall not institute any further proceedings or take any further

action against Defendants under Maine law for the activities referenced in Plaintiff's Complaint, up to and including the date of approval of this Consent Decree, as long as defendants are in compliance with the terms of the Consent Decree.

22. Notwithstanding any other provision of this Consent Decree or of any law, this Consent Decree shall not constitute (a) an admission by Defendants of, or a determination of, any liability with respect to the allegations of the complaint or otherwise; (b) an admission by Defendants of, or a determination of, any fact or point of law; and/or (c) an admission by Defendants that, or a determination that, any action should proceed on a class basis or otherwise in a representative capacity.

#### **VII. RETENTION OF JURISDICTION**

23. Jurisdiction is retained for the purpose of enabling any party to this Consent Decree to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Consent Decree, for modification of the injunctive provisions hereof, for the enforcement and compliance herewith, and for the punishment of violations hereof.

#### **VIII. EFFECTIVE DATE**

24. This Consent Decree, including the permanent injunction terms contained herein, shall take effect immediately upon the entry thereof.

DATED: \_\_\_\_\_

FORD MOTOR CREDIT COMPANY, a Delaware Corporation, et al  
Defendants.

\_\_\_\_\_  
Defendant \_\_\_\_\_ [INSERT NAME OF DEALER] hereby stipulates to entry  
of Consent Decree as provided by this Stipulation for Entry of Consent Decree.

DATED: \_\_\_\_\_

DEALER NAME

By: \_\_\_\_\_  
(Signature)

Name:

\_\_\_\_\_  
Title:  
\_\_\_\_\_

**[NAME AND ADDRESS OF FORD CREDIT'S ATTORNEY]**

Attorneys for Ford Motor Credit Company

G. STEVEN ROWE  
Attorney General of Maine

By: \_\_\_\_\_  
James A. McKenna  
Assistant Attorney General

ENTERED BY: \_\_\_\_\_  
JUDGE

DATED: \_\_\_\_\_



STATE OF MAINE  
KENNEBEC, SS.

SUPERIOR COURT  
CIVIL ACTION  
DOCKET NO. CV-02-

STATE OF MAINE,

Plaintiff

v.

Ford Motor Credit Company,  
a Delaware Corporation, and  
Ford Dealers [As hereinafter  
defined in Paragraph 4]

Defendants

)  
)  
)  
) UNFAIR TRADE PRACTICE  
) COMPLAINT  
)  
)  
)  
)  
)  
)

### **INTRODUCTION**

1. The State of Maine brings this action pursuant to 5 M.R.S.A. §§ 207 and 209 to provide injunctive and other relief from the Defendants, FORD MOTOR CREDIT COMPANY, a Delaware corporation (hereinafter "FORD CREDIT"), and FORD DEALERS [as hereinafter defined in Paragraph 4]. The State also seeks restitution for consumers and civil penalties for intentional violations of the Unfair Trade Practices Act.

### **PARTIES**

2. Plaintiff State of Maine is a sovereign state and brings this action by and through its Attorney General pursuant to 5 M.R.S.A. §§ 191 and 209 and the powers vested in him by common law.

3. Defendant FORD CREDIT is, and was at all times mentioned herein, a corporation duly organized pursuant to the laws of the State of Delaware, and conducting business at various

locations in and throughout the State of Maine. Defendant FORD CREDIT is headquartered at One American Road, Dearborn, Michigan 48121.

4. Defendant FORD DEALERS (see Appendix A, which is incorporated herein as if set forth in its entirety) are Maine dealers of Ford and Lincoln-Mercury vehicles supplied to them by Ford Motor Company.

5. Whenever reference is made in this Complaint to any representation, act, or transaction of defendants FORD CREDIT and FORD DEALERS, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents and representatives of said defendants, while actively engaged in the course and scope of their employment, did or authorized such representations, acts, or transactions on behalf of said defendants.

### **JURISDICTION**

6. This Court has jurisdiction over this matter pursuant to 4 M.R.S.A. § 105 and 5 M.R.S.A. § 209.

### **STATUTORY BACKGROUND**

7. Pursuant to the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207, unfair and deceptive acts or practices in trade or commerce are unlawful.

### **FACTS**

8. Defendant FORD CREDIT is engaged in trade or commerce in that it provides financing for the purchase and lease of automobiles and trucks at Ford and Lincoln-Mercury dealerships throughout the State of Maine and elsewhere.

9. Defendant FORD DEALERS, at all times mentioned herein, are engaged in the trade or

commerce of selling and/or leasing new and used automobiles and trucks in the State of Maine.

10. Defendant FORD DEALERS lease vehicles to consumers through a comprehensive lease program called the Red Carpet Lease (hereinafter "RCL") plan directed by defendant FORD CREDIT. The RCL plan is specifically designed to promote leasing and promote return business to participating dealers.

11. Upon the lease of a vehicle under the RCL plan, defendant FORD DEALERS assign leases to FORD CREDIT, which becomes the owner of the vehicle. The customer's copy of the lease states that the dealer assigns, sells and transfers all of the dealer's "right, title and interest" in the leased vehicle to FORD CREDIT. Thereafter, the lessee deals exclusively with FORD CREDIT to make payment on the lease until the termination of the lease.

12. However, the RCL plan requires lessees to return to the leasing dealership at the termination of the lease to surrender the vehicle or to exercise the option to purchase the vehicle.

13. While the purchase price is set forth in the RCL contract when a lessee completes the full lease term, the price to complete the lease and purchase the vehicle prior to the full scheduled lease term is subject to calculation pursuant to a formula, and is commonly referred to as the "pay-off" amount.

14. At all times relevant herein, FORD CREDIT knew the pay-off amounts for all of its leased vehicles.

15. However, when lessees contacted FORD CREDIT to ascertain their pay-off amounts, FORD CREDIT representatives declined to inform the lessees of said amounts, instead directing them to contact their original leasing dealerships "for lease pay-offs."

16. When the lessees contacted defendant FORD DEALERS for their pay-off amounts, the FORD DEALERS gave quotations that were often much greater than the actual pay-off amounts. In many instances, the FORD DEALERS made undisclosed profits, in excess of the \$200 early termination fee specified in the RCL lease contract, by inflating the pay-off amount charged to the lessees above the actual pay-off amount owed by the lessees.

17. The defendant FORD DEALERS then routinely forwarded the accurate pay-off amounts of FORD CREDIT and kept the excess.

**COUNT I**  
**FORD DEALERS**

18. Plaintiff repeats and realleges the preceeding paragraphs of this complaint.

19. From 1991 through 1994, defendant FORD DEALERS made untrue or misleading statements in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207, including, but not limited to, the following:

A. Defendant FORD DEALERS represented to consumers that only the FORD DEALERS, and not defendant FORD CREDIT, maintained pay-off calculations, when in fact the FORD DEALERS obtained the pay-off calculations from FORD CREDIT.

B. Defendant FORD DEALERS provided untrue or inaccurate pay-off quotations that exceeded the actual pay-off amounts owed to defendant FORD CREDIT.

20. The statements made by Defendants as set forth in paragraph 19 above were untrue or misleading when made, and were known, or by the exercise of reasonable care should have been known, to be untrue or misleading.

21. Defendant FORD DEALERS' violations of 5 M.R.S.A. § 207 were intentional.

**COUNT II**  
**FORD DEALERS**

22. Plaintiff repeats and realleges the preceeding paragraphs of this complaint.

23. From 1991 through 1994, defendant FORD DEALERS engaged in unfair or deceptive acts or practices in violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207, including, but not limited to, the following:

A. Defendant FORD DEALERS withheld accurate pay-off information from consumers who requested it;

B. Defendant FORD DEALERS charged consumers an amount not specified in the lease contract;

C. Defendant FORD DEALERS collected pay-off amounts that exceeded the actual pay-off amounts owed and paid to FORD CREDIT, thus unfairly obtaining an undisclosed profit at the consumers' expense.

24. The statements made by Defendants as set forth in paragraph 19 above were untrue or misleading when made, and were known, or by the exercise of reasonable care should have been known, to be untrue or misleading.

25. Defendant FORD DEALERS' violations of 5 M.R.S.A. § 207 were intentional.

**COUNT III**  
**FORD CREDIT**

26. Plaintiff repeats and realleges the preceeding paragraphs of this complaint.

27. From 1991 through 1994, defendant FORD CREDIT engaged in acts or practices in

violation of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207 including, but not limited to, the following:

A. When asked by Ford leasing customers for relevant early termination pay-off information, representatives of defendant FORD CREDIT affirmatively represented that FORD CREDIT did not maintain the requested pay-off information, when in fact FORD CREDIT did maintain such information;

B. Representatives of defendant FORD CREDIT made statements regarding early termination and pay-offs to leasing consumers without disclosing the material fact that FORD CREDIT maintained the relevant pay-off information;

C. Upon information and belief, representatives of defendant FORD CREDIT directed consumers to the originating FORD DEALERS indicating that such dealers would respond to consumer questions;

D. Upon information and belief, Defendant FORD CREDIT told consumers that the dealer had all the necessary information to respond to consumer questions.

28. The statements made by Defendants as set forth in paragraph 18 above were untrue or misleading when made, and were known, or by the exercise of reasonable care should have been known, to be untrue or misleading.

29. Defendant FORD CREDIT'S violations of 5 M.R.S.A. § 207 were intentional.

#### **RELIEF REQUESTED**

1. A finding that Defendants have engaged in trade or commerce;

2. A finding that Defendants have engaged in unfair or deceptive acts or practices in the course of trade or commerce which constitute violations of the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207;
3. An order preliminarily and permanently enjoining the Defendants FORD DEALERS from the use of acts or practices that violate the Maine Unfair Trade Practices Act, including but not limited to, the unlawful acts and practices specified herein above;
4. An order requiring Defendants to pay a civil penalty in the amount of \$10,000 for each intentional violation of the Unfair Trade Practices Act;
5. An order requiring Defendants to pay the costs for the investigation and prosecution of this action;
6. An order granting such further and different relief as this Honorable Court deems just and proper in the premises.

Respectfully submitted,

G. STEVEN ROWE  
Attorney General of Maine

By: \_\_\_\_\_  
James A. McKenna  
Assistant Attorney General  
Public Protection Division  
6 State House Station  
Augusta, Maine 04333  
207/626-8800