

STATE OF MAINE
KENNEBEC, SS

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-08- 98

STATE OF MAINE,)
)
 Plaintiff)
)
 v.)
)
 LOWE'S HOME CENTERS, INC.,)
)
 Defendant)

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

Plaintiff, State of Maine, has filed its Complaint in the above-captioned matter on 3/12/08. The State of Maine and the Defendant have consented to entry of this Consent Decree without trial or adjudication of 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 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 Complaint states claims which may be granted against the Defendant pursuant to the Maine Unfair Trade Practices Act (UTPA), 5 M.R.S.A. §§205-A-214, and the Maine Home Construction Contracts Act, 10 M.R.S.A. §§1486-1490.

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AUGUSTA MAINE 04330

2. The Defendant, its agents, employees, assigns and any other persons in active concert or participation with the Defendant in the sale of home construction and repair services who receive actual notice of this injunction are enjoined as of March 14, 2008 from entering into any further home construction contracts that do not include:

- A. Unless the parties agree to an exemption pursuant to 10 M.R.S.A. § 1489, a description of the method of payment, with the initial down payment being limited to no more than 1/3 of the total contract price,
- B. Unless the parties agree to an exemption pursuant to 10 M.R.S.A. § 1489, an express warranty statement which reads:

In addition to any additional warranties agreed to by the parties, the contractor warrants that the work will be free from faulty materials, constructed according to the standards of the building code applicable for this location; constructed in a skillful manner and fit for habitation or appropriate use. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract.

- C. Unless the parties agree to an exemption pursuant to 10 M.R.S.A. § 1489, a statement allowing the parties the option to adopt one of three methods of resolving contract disputes, binding arbitration, non-binding arbitration, or mediation.
- D. Unless the parties agree to an exemption pursuant to 10 M.R.S.A. § 1489, an express change order statement as required by 10 M.R.S.A. § 1487(9) and which reads:

Any alteration or deviation from the above contractual specifications that result in a revision of the contract price will be executed only upon the parties entering into a written change order.

- E. The consumer protection warning addendum required by 10 M.R.S.A. § 1487(13); in the form appended hereto as Exhibit A.
3. Pursuant to 5 M.R.S.A. §209 (Maine Unfair Trade Practices Act) and 10 M.R.S.A. §1490 (Maine Home Construction Contracts Act) the Defendant is ordered to pay the Department of the Attorney General a civil assessment of \$30,000. This civil assessment shall be paid by certified bank check or money order, payable to the Department of the Attorney General and shall be paid in full within 30 days from the date of this Consent Decree.
 4. Jurisdiction is retained by this Court for the purpose of enabling any party of this Consent Decree to apply to this Court at any time for orders modifying any of the provisions of this Decree because of changes in applicable law or for other orders as may be necessary.
 5. Any violation by the Defendant of the mandatory injunction listed above (paragraph 2) and the order to pay a civil assessment (paragraph 3) shall be subject to the civil penalties authorized in 5 M.R.S.A. §209.
 6. The undersigned, with the knowledge of the terms of the above Consent Decree, agree to these terms and to the entry of this Consent Decree.
 7. Each and every violation of this Consent Decree shall be treated as a separate contempt hereof.

Dated: 3/18/08

[Signature]
Justice, Superior Court

Dated: 3/6/2008

For the Defendant

SAS
approved
to legal
for

By: [Signature]
Title: Vice President - Installed Sales

Dated: 3/12/08

For the Plaintiff

[Signature]

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Dated: March 7, 2008

For the Defendant

[Signature]

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