

STATE OF MAINE
KENNEBEC, SS

FILED
2008 APR 18 A 8:51
CLERK OF COURTS

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-08-134

STATE OF MAINE,

Plaintiff

v.

WRM, INC., d/b/a NEWCASTLE
CHRYSLER DODGE JEEP,

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 4/16/08. The State of Maine and WRCM, INC. ["Newcastle Chrysler"] consented to entry of this Consent Decree without trial or adjudication of any issue of fact or law herein. This Decree does not constitute evidence against Newcastle Chrysler or an admission by Newcastle Chrysler of any of the allegations in the State'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 party consenting to this Decree. The Complaint states claims which may be granted against Newcastle Chrysler, pursuant to the Maine Unfair Trade Practices Act (UTPA), 5 M.R.S.A. §§ 205-214.
2. Newcastle Chrysler, its agents, employees, assigns and any other person acting in concert or participation with Newcastle Chrysler in the sale of new or used motor

vehicles who receive actual notice of this injunction are enjoined from the following unfair and deceptive conduct in the sale of motor vehicles:

A. Violating the Maine Attorney General's Unfair Trade Practice Motor Vehicle Advertising Rules (26-239, Chapter 104), including the following practices:

- (1) Direct statements or reasonable inferences that have the tendency to mislead consumers (Rule 2(A)(1));
- (2) Advertising whose overall impression has a tendency to mislead consumers (Rule(A)(2));
- (3) Using footnotes or asterisk which, alone or in combination, contradict, confuse, significantly alter or unreasonably limit the principle message of the advertisement (Rule 3(A));
- (4) Claims of potential savings such as advertising a "liquidation," "public notice," or similar terms, where the sale is not required by court order, by operation of law, in conjunction with an action in bankruptcy, or by the scheduled cessation of the dealer's business (Rule 12(B));
- (5) Advertising "wholesale" prices unless the vehicle is being sold at a price below cost or slightly above cost (Rule 12(c)); and
- (6) Advertising "lower prices than anyone else," or similar terms, if such claims cannot be substantiated by the motor vehicle dealer (Rule 12(D)).

B. Using material misrepresentations about price savings that consumers will realize if they purchase a car during the sale, including the following:

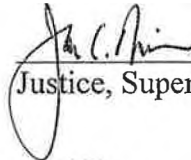
- (1) "Prices will slashed for immediate liquidation;"
- (2) "Fleet Automotive Liquidators are coming to Newcastle;"

- (3) "Dealer Ordered Vehicle Liquidation;"
 - (4) "Vehicle Liquidation;"
 - (5) "Public Notice;" and
 - (6) "Ordered to be sold directly to the Public for 5 days only."
- C. Using a "voucher" or other similar device that consumers could present during the sale period and receive "savings," unless the "savings" are subtracted from a sale price that is already below cost or slightly above cost.
- D. Using deceptive guarantees of significant savings unless such guarantees can be documented, including the following:
- (1) "No gimmicks. Just Great Deals;"
 - (2) "Will be sacrificed for pennies on the dollar."
 - (3) "Save up to 90% off original M.S.R.P."
 - (4) "Prices will be slashed for immediate liquidation."
 - (5) "Wholesale pricing direct to the public."
- E. Using or implying a false premise for an advertised sale of motor vehicles, including representations that the sale includes a liquidation sale of retired fleet vehicles or vehicles that have been repossessed.
- F. Failing to comply with the Fair Credit Reporting Act and the Truth in Lending Act in any advertising or sale practice.
- G. Misrepresenting, directly or by implication, a monthly payment or price of a vehicle, or the individual prices of any additional products and services, including, but not limited to, a Service Contract or Extended Warranty, credit life or disability insurance policy or a financial GAP policy.


- H. Failing to disclose the asking or sales price of a vehicle upon initiation of sales negotiations and thereafter failing to disclose any subsequent price change that occurred during negotiations.
 - I. Violating the Maine Fair Credit Reporting Act by obtaining a potential consumer purchaser's credit report when the consumer is only comparison shopping, test driving the vehicle, or negotiating the purchase price.
3. Pursuant to 5 M.R.S.A. §209 the Defendant is ordered to reimburse a total of \$6,250 to customers who purchased a vehicle at the Newcastle Chrysler/Level 10 Marketing "super sale" held at its dealership from November 14, 2006 through November 18, 2006. This restitution shall be paid to the Attorney General within 10 days of the date of the Court's signature. The Attorney General shall distribute this money equally to any customer who purchased a vehicle for which Level 10 received compensation.
 4. Pursuant to 5 M.R.S.A. §209 (Maine Unfair Trade Practices Act), the Defendant is ordered to pay the Office of the Attorney General a civil assessment of \$6,250. This civil assessment shall be paid by certified bank check or money order, payable to the Office of the Attorney General and to be paid in full within 10 days of the date of the Court's signature.
 5. 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 such further orders as may be necessary for the modification of the provisions of this Decree.
 6. Any violation by Newcastle Chrysler of the mandatory injunction listed above (Paragraph 2) and the Court's order pay restitution and a civil assessment (Paragraphs 3 and 4) shall be subject to the penalties authorized in 5 M.R.S.A. §209.

7. 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.
8. Each and every violation of the ordered relief of this Consent Decree shall be treated as a separate violation for the purpose of the enforcement provisions of 5 M.R.S.A. §209.
9. Newcastle Chrysler shall not pay for the cost of investigation, litigation costs, attorney's fees, or any other amounts not expressly stated in Paragraphs 3 and 4 above.

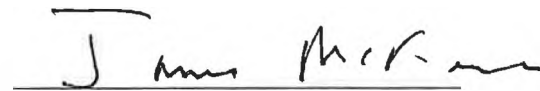
Dated: 4/28/08


Justice, Superior Court

Dated: 3-20-2008


RANDY MILLER,
Newcastle, Chrysler, Dodge, Jeep
For the Defendant

Dated: 4/16/08


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STATE OF MAINE
KENNEBEC, SS

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SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-08-

134

2008 APR 18 A 8:51

STATE OF MAINE,

Plaintiff

v.

LEVEL 10 MARKETING, INC.,
A for-profit Louisiana Corporation

Defendant

)
MICHELE GARWOOD
CLERK OF COURTS

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 7/16/08. The State of Maine and Level 10 Marketing, Inc. ["Level 10"] 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 Level 10 or an admission by Level 10 of any of the allegations in the State'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 party consenting to this Decree. The Complaint states claims which may be granted against Level 10, pursuant to the Maine Unfair Trade Practices Act (UTPA), 5 M.R.S.A. §§ 205-214.
2. Level 10, its agents, employees, assigns and any other person acting in concert or participation with Level 10 in the sale of new or used motor vehicles who receive actual notice of this injunction are enjoined from the following unfair and deceptive conduct in the sale of motor vehicles:

A. Violating the Maine Attorney General's Unfair Trade Practice Motor Vehicle

Advertising Rules (26-239, Chapter 104), including the following practices:

- (1) Direct statements or reasonable inferences that have the tendency to mislead consumers (Rule 2(A)(1));
- (2) Advertising whose overall impression has a tendency to mislead consumers (Rule(A)(2));
- (3) Using footnotes or asterisks which, alone or in combination, contradict, confuse, significantly alter or unreasonably limit the principle message of the advertisement (Rule 3(A));
- (4) Claims of potential savings such as advertising a "liquidation," "public notice," or similar terms, where the sale is not required by court order, by operation of law, in conjunction with an action in bankruptcy, or by the scheduled cessation of the dealer's business (Rule 12(B));
- (5) Advertising "wholesale" prices unless the vehicle is being sold at a price below cost or slightly above cost (Rule 12(C)); and
- (6) Advertising "lower prices than anyone else," or similar terms, if such claims cannot be substantiated by the motor vehicle dealer (Rule 12(D)).

B. Using material misrepresentations about price savings that consumers will realize if they purchase a car during the sale, including the following:

- (1) "Prices will be slashed for immediate liquidation;"
- (2) "Fleet Automotive Liquidators are coming to Newcastle;"
- (3) "Dealer Ordered Vehicle Liquidation;"
- (4) "Vehicle Liquidation;"

(5) "Public Notice;" and

(6) "Ordered to be sold directly to the Public for 5 days only."

C. Using a "voucher" or other similar device that consumers could present during the sale period and receive "saving," unless the "savings" are subtracted from a sale price that is already below cost or slightly above cost.

D. Using deceptive guarantees of significant savings unless such guarantees can be documented, including the following:

1. "No gimmicks. Just Great Deal."
2. "Will be sacrificed for pennies on the dollar."
3. "Save up to 90% off original M.S.R.P."
4. "Prices will be slashed for immediate liquidation."
5. "Wholesale pricing direct to the public."

E. Using or implying a false premise for an advertised sale of motor vehicles, including representations that the sale includes a liquidation sale of retired fleet vehicles or vehicles that have been repossessed.

F. Failing to comply with the Fair Credit Reporting Act and the Truth in Lending Act in any advertising or sale practice.

G. Misrepresenting, directly or by implication, a monthly payment or price of a vehicle, or the individual prices of any additional products and services, including, but not limited to, a Service Contract or Extended Warranty, credit life or disability insurance policy or a financial GAP policy.

H. Failing to disclose the asking or sales price of a vehicle upon initiation of sales negotiations and thereafter failing to disclose any subsequent price change that occurred during negotiations.

I. Violating the Maine Fair Credit Reporting Act by obtaining a potential consumer purchaser's credit report when the consumer is only comparison shopping, test driving the vehicle, or negotiating the purchase price.

3. Pursuant to 5 M.R.S.A. §209 the Defendant is ordered to reimburse a total of \$6,250 to customers who purchased a vehicle at the Newcastle Chrysler/Level 10 Marketing "super sale" held at its dealership from November 14, 2006 through November 18, 2006. This restitution shall be paid to the Attorney General within 10 days of the date of the Court's signature of the Decree. The Attorney General shall distribute this money equally to any customer who purchased a vehicle for which Level 10 received payment.

4. Pursuant to 5 M.R.S.A. §209, the Defendant is ordered to pay the Office of the Attorney General a civil assessment of \$6,250. This civil assessment shall be paid by certified bank check or money order, payable to the Office of the Attorney General and to be paid in full within 10 days of the date of the Court's signature.

5. 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 such further orders as may be necessary for the modification of the provisions of this Decree.

6. Any violation by Level 10 of the mandatory injunction listed above (Paragraph 2) and the Court's order pay restitution and a civil assessment (Paragraphs 3 and 4) shall be subject to the penalties authorized in 5 M.R.S.A. §209.

7. The undersigned, with the knowledge of the terms of the above Consent Decree agree to these terms and the entry of this Consent Decree.

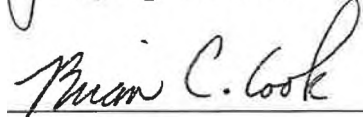
8. Each and every violation of the ordered relief of this Consent Decree shall be treated as a separate violation for the purposes of the enforcement provisions of 5 M.R.S.A. §209.

9. Level 10 shall not pay for the cost of investigation, litigation costs, attorney's fees, or any other amounts not expressly stated in Paragraph 3 and 4 above.

Dated: 4/28/08


Justice, Superior Court

Date: April 9, 2008


BRIAN C. COOK, ESQ.
Attorney for Defendant

Dated: April 16, 2008


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