

From: Braz, Madison <Madison.Braz@partner.vermont.gov>
Sent: Friday, August 9, 2019 12:10 PM
To: Iris Lewis <ilewis@vtdigger.org>
Cc: Clark, Charity <Charity.Clark@vermont.gov>
Subject: RE: Lewis - Autosaver Group - PRA Request

Dear Iris,

Attached you will find the 2012 Settlement document mentioned in your request.

Sincerely,

Madison Braz

State of Vermont
Office of the Attorney General
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Website: consumer.vermont.gov

Email: ago.cap@vermont.gov

Phone: (800) 649-2424 (toll free from VT phone)

SUPERIOR COURT OF VERMONT



WASHINGTON UNIT

Civil Division (802) 828-2091
Small Claims Division (802) 828-5551

65 State Street
Montpelier, Vermont
05602

| Janet C. Murnane, Esq.
| Vermont Attorney General's Office
| 109 State Street
| Montpelier VT 05609
|

April 13, 2012

Please be advised that Docket Number 298-4-12 Wncv has been assigned to the case of State of Vermont vs. Capital City Auto Mart, Inc..

STATE OF VERMONT
WASHINGTON COUNTY, S.S.

2012 APR 13 A 10:13

In re:

Capital City Auto Mart, Inc.;)	
L & T Auto, L.L.C.; L & T Auto Group, L.L.C.;)	
Littleton Auto Mart, Inc.;)	Washington Superior Court
Littleton Chevrolet Buick Inc.;)	Docket No. <u>298-412 WNCV</u>
Quality Motors, Inc; Springfield Auto Mart, Inc.,)	
)	
Respondent)	

ASSURANCE OF DISCONTINUANCE

1. This Assurance of Voluntary Discontinuance ("Assurance") is entered into by Vermont Attorney General William H. Sorrell (referred to herein as the "Attorney General"), acting pursuant to the Vermont Consumer Fraud Act, 9 V.S.A. §§ 2451-2480n; and Capital City Auto Mart, Inc.; L & T Auto, L.L.C; L & T Auto Group, L.L.C.; Littleton Auto Mart, Inc; Littleton Chevrolet Buick Inc.; Quality Motors, Inc.; and Springfield Auto Mart, Inc.; (all referred to herein as Respondent). Upon execution, this Assurance shall be filed in the Washington Superior Court. The date of such filing is referred to herein as the Filing Date.

2. Respondent operates automobile dealerships in Vermont and New Hampshire and markets and sells new and used automobiles to Vermont consumers. As used in this Assurance, Respondent includes its owners, partners, parents, affiliates, subsidiaries, predecessors, and successors.

3. Respondent has agreed to enter into this Assurance, and the Attorney General is willing to accept it, to assure the Attorney General's Office that Respondent will comply with Vermont consumer protection law in the marketing and sales of its new and used automobiles to Vermont consumers.

FACTS

4. In September 2005, Respondent entered into an Assurance of Discontinuance with the Vermont Attorney General and agreed that it would fully comply with Vermont Consumer Fraud Rule 118 (Automobile Advertising¹) in all respects.

5. During 2008, in violation of CF Rule 118.02(e)², Respondent sold motor vehicles at prices above the advertised price during the effective date of an advertisement. (See attached Exhibit A)

6. During 2008, and in violation of CF Rule 118, Respondent misrepresented the Manufacturer's Suggested Retail Price (MSRP) in one or more advertisements of motor vehicles sold with snowplows by adding to the MSRP those amounts which were paid by Respondent for the snowplows.

ASSURANCES

7. Respondent will fully comply with Vermont Consumer Fraud Rule 118 in all respects.

8. Respondent will permanently cease selling motor vehicles for more than the advertised price in effect at the time of the sale.

9. For any vehicle sold during the period in which it was advertised, Respondent will enter the current advertised price as the actual "total vehicle price" (as defined in Vermont Consumer Fraud Rule 118.04(d)) on its purchase and sales contracts with consumers.

10. For any vehicle sold during the period in which it was advertised, Respondent may separately reflect an administration or documentation fee on its purchase and sales contracts

¹ Automobile Advertising – CF 118 sets forth specific definitions and requirements regarding advertising automobile sales.

² 118.02(e) Selling in Accordance with the terms: "A dealer shall not refuse to sell a motor vehicle in accordance with any terms or conditions which the dealer has advertised; . . ."

with consumers, but only if the mathematical calculation is shown whereby the administration or documentation fee is subtracted from the advertised price, and is denominated as the administration or documentation fee. The dollar figure that results from subtracting the administration or document fee from the advertised price shall be reflected as the “initial vehicle price” at Vermont dealerships.

11. For a period of three (3) years after the date this Assurance is executed, Respondent shall maintain and, upon request, make available to the Attorney General for inspection and copying, a print or electronic copy capable of being printed, of all advertising for its dealerships directed to Vermont consumers, or printed or published in a medium likely to reach consumers in Vermont, and such other documents that demonstrate that the representations and offers made in the advertising are in fact true and bona fide.

12. Respondent shall respond diligently and promptly to requests for information and documents that the Attorney General determines would be of assistance to the State in enforcing compliance with this Assurance.

13. Respondent shall deliver a copy of this Assurance to all current and future officers and managers responsible for operations in all dealerships, and to all current and future employees, agents, representatives, and contractors employed in or responsible for business operations in any of the dealerships having any responsibility with respect to the subject matter of this Assurance. Respondent shall deliver a copy of this Assurance to such current individuals and entities no later than ten (10) business days after the Filing Date, and to such future individuals and entities no later than ten (10) days after such individual or entity assumes such position or responsibility.

RELIEF

14. Respondent agrees to pay restitution to the consumers in the amounts stated in the attached Exhibit A within thirty (30) days of the filing of this Assurance.

15. Respondent agrees to pay to the State of Vermont civil penalties of \$16,000.00 for the violations discovered by the Attorney General's investigation.

16. In the event the Attorney General must take action to enforce this Assurance and prevails in Court Ordered enforcement, Respondent shall pay all of the State's costs of investigation and enforcement, in addition to any penalties imposed by the Court.

17. Nothing in this Assurance shall be construed as a waiver of any private rights of any person. Nothing in this Assurance shall permit any person or entity, not a signatory hereto, to enforce any provision of this Assurance.

Dated at Montpelier, Vermont, this 11th day of April, 2012, on behalf of:

Plaintiff,

STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

By: Janet C. Murnane

Janet Murnane
Deputy Attorney General

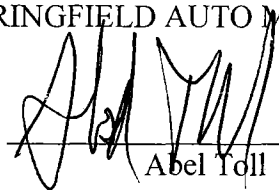
Dated at St. Albans, Vermont, this 5th day of April, 2012:

Respondent,

CAPITAL CITY AUTO MART, INC.; L&T AUTO,
L.L.C.; L&T AUTO GROUP, L.L.C.; LITTLETON
AUTO MART, INC.; LITTLETON CHEVROLET,

BUICK, INC.; QUALITY MOTORS, INC.; AND
SPRINGFIELD AUTO MART, INC.

By:



Abel Toll