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LUCAS COUNTY

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CONSUMER PROTECTION SECTION
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IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

STATE OF OHIO, ex rel.)	CASE NO. 0201401390
ATTORNEY GENERAL MICHAEL DEWINE)	
)	JUDGE MYRON DUHART
Plaintiff,)	
)	
v.)	<u>AGREED ENTRY AND</u>
)	<u>FINAL JUDGMENT ORDER</u>
MONROE DODGE-CHRYSLER, INC.)	
d/b/a Monroe Dodge Chrysler Jeep Superstore)	
)	
Defendant.)	

PREAMBLE

This matter came to be heard upon the filing of a complaint ("Complaint") by the Attorney General of Ohio ("State" or "Plaintiff") alleging that Defendant, Monroe Dodge-Chrysler, Inc. d/b/a Monroe Dodge Chrysler Jeep Superstore ("Monroe Dodge" or "Defendant"), violated Ohio's Consumer Sales Practices Act ("CSPA"), R.C. § 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") § 109:4-3-01 et seq. The parties have reached a settlement agreement in this case. By signing this Agreed Entry and Final Judgment Order ("Agreed Order"), Monroe Dodge submits to the personal jurisdiction of this Court, consents to the Court's finding of the following facts and conclusions of law, consents to the imposition of this Agreed Order pursuant to R.C. § 1345.07(F), and consents to the rights of the State to enforce this Agreed Order. Monroe Dodge denies wrongdoing or liability in connection with the matters asserted in this litigation and, pursuant to R.C. § 1345.10(A), this Agreed Order

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shall not be construed as an admission to any of the allegations contained in the Complaint, all of which were denied by Monroe Dodge.

AGREED FINDINGS OF FACT

1. The actions of Defendant, hereinafter described, have occurred in Lucas County, Ohio.
2. Defendant is a Michigan corporation with its current principal place of business located at 15160 S. Monroe Street, Monroe, Michigan 48161.
3. Defendant is a registered motor vehicle dealer in the State of Michigan.
4. Defendant has advertised and solicited business through the newspaper The Toledo Blade, which is circulated in Lucas County and other counties in Ohio.
5. Defendant advertised its vehicles on its website, www.monroedodgesuperstore.com, and the Toledo Blade's website, www.toledoblade.com, where such advertisements were viewed by Ohio residents.

FACTUAL ASSERTIONS BY THE STATE

6. The State alleges the following facts:
 - a) Monroe Dodge advertised vehicles for sale and failed to disclose all required terms, including the fact that the transaction was a lease, the amount due at lease inception, and/or the number of payments required.
 - b) Monroe Dodge advertised motor vehicles for sale at specific prices that not all consumers qualified for, including employee and family pricing and limited rebates for lease loyalty. Monroe Dodge failed to disclose the price that all consumers would qualify for in an equally clear and conspicuous manner.
 - c) Monroe Dodge advertised motor vehicles for sale without clearly and conspicuously disclosing in close proximity to the offer all material

exclusions, reservations, limitations, modifications, or conditions to the advertised offer. Specifically, Monroe Dodge failed to clearly and conspicuously disclose residency restrictions and made additional statements of exclusions, reservations, limitations, modifications, or conditions to its offers which appear in small-print footnotes to its advertisements.

FACTUAL ASSERTIONS BY MONROE DODGE

7. Defendant specifically denies the factual allegations set forth in Paragraph 6.
8. Defendant has defenses to the factual allegations and legal claims asserted by the State in this case.

AGREED CONCLUSIONS OF LAW

9. This Court has subject matter jurisdiction over this action pursuant to R.C. § 1345.04 of the CSPA.
10. Venue is proper with this Court pursuant to Ohio Civ. R. 3(B)(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Lucas County, Ohio.
11. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. § 1345.07.
12. Monroe Dodge is a “supplier” as that term is defined in R.C. § 1345.01(C).

**CONCLUSIONS OF LAW ASSERTED BY THE STATE AND
ADOPTED BY THE COURT**

13. A supplier commits an unfair and deceptive act or practice in violation of the CSPA, R.C. § 1345.02(A) and O.A.C. § 109:4-3-16(D)(2) by failing to clearly and conspicuously disclose the following terms in any printed, television or radio advertisement: the fact that

the transaction is a lease, the amount due at lease inception, the number of payments, and the monthly payment.

14. A supplier commits an unfair and deceptive act or practice in violation of the CSPA, R.C. § 1345.02(A) and § O.A.C. 109:4-3-16(B)(21) by advertising a price which includes a discount or rebate for which all consumers qualify, but failing to clearly disclose the deduction of such discount or rebate.

15. A supplier commits an unfair and deceptive act or practice in violation of the CSPA, R.C. § 1345.02(A) and O.A.C. § 109:4-3-02(A)(1) by advertising motor vehicles for sale in written or printed advertising or promotional literature without stating clearly and conspicuously in close proximity to the words stating the offer any material exclusions, reservations, limitations, modifications, or conditions

COMPLIANCE AND NOTICE PROVISIONS

16. The State and Monroe Dodge agree to abide by the following compliance and notice provisions ("Compliance and Notice Provisions"), which shall serve as pre-requisites, unless otherwise stated herein, to the commencement of any lawsuit or other formal action by the State alleging a violation of this Agreed Order or a violation by Monroe Dodge or Buckeye Chrysler Jeep Dodge of Shelby LLC ("Buckeye Superstore") of the CSPA, § R.C. 1345.01 et seq., or its Substantive Rules, O.A.C. § 109:4-3-01 et seq., regarding their advertisements.

17. Monroe Dodge agrees to have all motor vehicle advertisements reviewed by a third party ("Third-Party Reviewer") prior to publication in Ohio. The Third Party Reviewer shall be one that is agreed to by both parties.

18. If the State determines that Monroe Dodge has failed to comply with any of the terms of this Agreed Order, or that a motor vehicle advertisement of Monroe Dodge or Buckeye Superstore violates the CSPA, § R.C. 1345.01 et seq., or its Substantive Rules, O.A.C. § 109:4-3-01 et seq., and if, in the State's sole discretion, the failure to comply does not threaten the health or safety of the citizens of the State and/or does not create an emergency requiring immediate action, the State will notify Monroe Dodge or Buckeye Superstore and the Third Party Reviewer referenced in the preceding paragraph in writing of such failure to comply. Upon receipt of this notice, Monroe Dodge or Buckeye Superstore shall immediately use its best efforts to cease publication of the identified advertisement in all media outlets.

19. Monroe Dodge or Buckeye Superstore will have 15 business days from receipt of the notice to serve a written response to the State's determination. The response shall include:

- a) A statement explaining why Monroe Dodge or Buckeye Superstore believes it is in full compliance with the Agreed Order and/or that the motor vehicle advertisement(s) identified in the Pre-Notice is in compliance with the CSPA, R.C. § 1345.01 et seq. or its Substantive Rules, O.A.C. § 109:4-3-01 et seq.; OR,
- b) A detailed explanation of how the alleged violation(s) occurred; and
- c) A statement that the alleged violation has been cured and/or how Monroe Dodge or Buckeye Superstore plans to address it.

Nothing herein shall prevent the State from agreeing in writing to provide Monroe Dodge or Buckeye Superstore with additional time beyond the 15-business day period to respond to the notice.

20. Within a reasonable time following service of the response, and at a mutually agreed upon time and place, the Parties shall meet and confer together with the Third-Party Reviewer to discuss the concerns and advertisement at issue. At the meeting, a determination will be made as to whether a violation of the CSPA or its Substantive Rules has occurred.

21. If a violation was confirmed at the meeting, Monroe Dodge or Buckeye Superstore may not cause the same advertisement, or a similar advertisement with the same defect, to be published. If Monroe Dodge or Buckeye Superstore subsequently causes the same advertisement, or similar advertisement with the same defect, to be published the Attorney General will issue Monroe Dodge or Buckeye Superstore a letter of non-compliance. This Compliance and Notice Provision will no longer apply after three such letters of non-compliance have been issued, at which point the State can seek all remedies available to it, including the imposition of any suspended penalties.

22. This Compliance and Notice Provision expires at the end of Attorney General DeWine's tenure as Attorney General. It is further acknowledged that nothing in this Agreed Order shall prevent Monroe Dodge from approaching in good faith any future Attorneys General to continue this Compliance and Notice Provision.

ORDER

For purposes of effecting this Agreed Final Judgment Entry and Order, it is therefore **ORDERED, ADJUDGED, AND DECREED** that:

1. Plaintiff's request for a Declaratory Judgment is GRANTED; and it is therefore DECLARED that the acts and practices enumerated in the Conclusions of Law set forth

above in Paragraphs Thirteen (13) through Fifteen (15) violate the CSPA, R.C. § 1345.01 et seq., and the Substantive Rules enacted thereunder, in the manner set forth therein.

2. Defendant Monroe Dodge under this or any other names, its agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and participation with it, directly or indirectly, through any corporate device, partnership or association, and in connection with any consumer transaction, is hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. § 1345.01 et seq., including, but not limited to, violations of the specific statutes and rules described in this Agreed Order.

3. It is further ORDERED that Monroe Dodge shall be liable to the State in the amount of \$25,000.00. Payment of \$20,000.00 is suspended upon Monroe Dodge's complete compliance with the Agreed Order. The State shall have the ability to seek payment of the suspended amount after completing the notice provisions in Paragraphs 16-22. Payment of the remaining \$5,000.00 shall be by made by certified check or money order made payable to the "Ohio Attorney General" and directed to:

Finance Assistant
Consumer Protection Section
Office of the Attorney General
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

4. It is further ORDERED that Monroe Dodge shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of Monroe Dodge's business operations.

5. It is further ORDERED that Monroe Dodge's counterclaim against the State is dismissed without prejudice and may be raised in any future actions on similar allegations involving the State. Monroe Dodge shall also have the right to raise any defenses asserted in this case should the State take future actions on similar allegations.

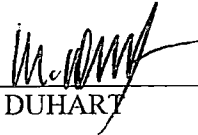
6. It is further ORDERED that Monroe Dodge pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

8/2/14

JUDGE DUHART

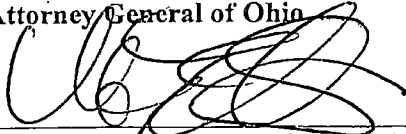


APPROVED AND AGREED TO BY:

PLAINTIFF

MICHAEL DEWINE

Attorney General of Ohio



MEGAN E. McNULTY (0078391)

TERESA A. HEFFERNAN (0080732)

Assistant Attorneys-General

Consumer Protection Section

One Government Center, Suite 1340

419.245.2550 (phone)

877.588.5480 (fax)

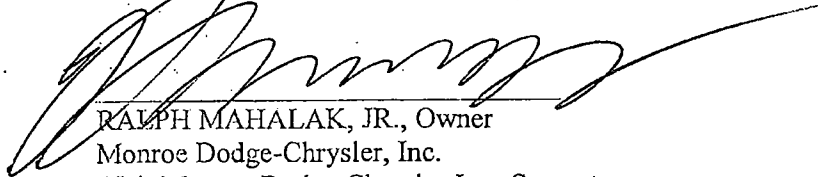
megan.mculty@ohioattorneygeneral.gov

teresa.heffernan@ohioattorneygeneral.gov

Counsel for Plaintiff

DEFENDANT

MONROE DODGE-CHRYSLER, INC.



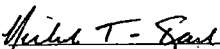
RALPH MAHALAK, JR., Owner

Monroe Dodge-Chrysler, Inc.

d/b/a Monroe Dodge Chrysler Jeep Superstore

15160 S. Monroe Street

Monroe, Michigan 48161



DAVID P. STRUP (0034665)

TERRANCE K. DAVIS (0042231)

NICHOLAS T. STACK (0086333)

Shumaker, Loop, & Kendrick, LLP

North Courthouse Square

1000 Jackson St.

Toledo, OH 43604

419.241.9000 (phone)

419.241.6894 (fax)

dstrup@slk-law.com

tdavis@slk-law.com

nstack@slk-law.com

Counsel for Defendant