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7  
8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 STATE OF ARIZONA, ex rel., TERRY  
11 GODDARD, Attorney General,

12 Plaintiff,

13 v.

14 SCOTTSDALE SUZUKI SUPERSTORE,  
INC., an Arizona Corporation, MICHAEL  
15 PERRI and ROSLYN THOMPSON,  
husband and wife,

16 Defendants.

**CV 2005-002236**

**CONSENT JUDGMENT**

17 The State of Arizona, having filed a complaint alleging violations of the Arizona  
18 Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*; Defendants, Scottsdale Suzuki Superstore,  
19 Inc., an Arizona corporation, Michael Perri and Roslyn Thompson, (“Defendants”) having  
20 been served with a copy of the complaint; having been fully advised of the right to a trial in  
21 this matter and, after receiving advice of counsel, having waived the same; admit that this  
22 Court has jurisdiction over the subject matter and the parties for purposes of entry of this  
23 Consent Judgment and acknowledges that this Court retains jurisdiction for the purpose of  
24 enforcing this Consent Judgment.

25 A. Defendants have agreed to a voluntary compromise of disputed claims, and the  
26 State of Arizona and Defendants have agreed on a basis for the settlement of these matters in

1 dispute.

2 B. This Consent Judgment does not constitute an admission by Defendants for any  
3 purpose of a violation of any state law, rule or regulation nor does this Consent Judgment  
4 constitute evidence of any liability. This Consent Judgment is made without trial or  
5 adjudication of any issues of fact or law or finding of liability of any kind.

6 **ALLEGATIONS**

7 1. Plaintiff is the State of Arizona, ex rel. Terry Goddard, who is authorized to  
8 bring this action under the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*

9 2. Defendant Scottsdale Suzuki Superstore, Inc., ("Suzuki Superstore") is an  
10 Arizona corporation that has done business as a car dealership in Maricopa County, Arizona,  
11 under the names "Scottsdale Suzuki Superstore" and "Scottsdale Suzuki."

12 3. Suzuki of Tempe, Inc., is the successor corporation to Scottsdale Suzuki  
13 Superstore, Inc., and is doing business as a car dealership in Maricopa County, Arizona,  
14 under the name "Suzuki of Tempe".

15 4. Defendants Michael Perri and Roslyn Thompson, husband and wife, are co-  
16 owners and managers of the Suzuki Superstore and of Suzuki of Tempe. Inc. ("Suzuki of  
17 Tempe")

18 5. On January 31, 2005, Suzuki Superstore sold its dealership assets, to another  
19 corporation that now operates at the same location using the name "Scottsdale Suzuki."

20 6. Between May 3 and May 23, 2004, Suzuki Superstore ran an advertisement on  
21 KSAZ, Channel 10, in the Phoenix area as part of an advertising campaign titled "Stackin'  
22 'Em Deep." This advertisement appeared on the air 85 times during this period.

23 7. Between May 24 and May 31, 2004, Suzuki Superstore ran a second  
24 advertisement on KSAZ, Channel 10, in the "Stackin' 'Em Deep" campaign. The second  
25 advertisement appeared 31 times during this period.

26 8. In one segment of the first advertisement a video display appeared as follows:

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PUSH, PULL TUG OR TOW YOUR TRADE

\$5000

MINIMUM

Below this display, the following statement briefly appeared in much smaller print:

“On Vehicles in Display Area Only”

Accompanying the video display is the following audio statement:

“And exclusive of those [previously described] offers we’ll guarantee you \$5000 minimum for your trade.”

9. In Suzuki Superstore’s second advertisement, which was aired for the Memorial Day weekend, one segment had a video display as follows:

PUSH, PULL TUG OR TOW YOUR TRADE

\$6000

MINIMUM

Below this display the following statement appeared in much smaller print: “On vehicles in Display Area only. Cannot be combined with any other advertised offer. See Tribune for details.”

An accompanying audio portion announced “We’ll guarantee you \$6000 minimum for your trade.”

10. The only further reference to Suzuki Superstore’s guaranteed minimum trade advertisements was in very small print at the bottom of two Tribune newspaper advertisements. The references read: “5,000 minimum trade on display area only.”

11. In fact, the only vehicles for which Suzuki Superstore would accept the advertised minimum trade were four or five used vehicles in the Corporation’s designated “Display Area.”

12. On or about May 17, 2004, a consumer purchased a new 2004 Suzuki Forenza, stock number 40151, from Suzuki Superstore. The purchase price included a trade-in for her

1 used vehicle. Although the consumer shopped at Suzuki Superstore based on her having  
2 seen the television advertisement for \$5,000 minimum trade, Suzuki Superstore's employee  
3 told her that the offer only applied to used vehicle purchases, and she did not receive \$5,000  
4 for her trade-in.

5 13. The Suzuki Forenza that the above consumer purchased from Suzuki  
6 Superstore had a sticker on the window listing a manufacturer's suggested retail price of  
7 \$14,499, including a \$500 destination and handling charge.

8 14. The Suzuki Forenza also had a second window sticker with the title  
9 "DEALER INSTALLED ACCESSORIES & SERVICE CHARGES."

10 15. The second window sticker contained the following entries:

11	Price Brought Forward	\$14,499
12	THEFT GUARD	799
13	D.P.P.	799
14	TINT	299
15	PIN STRIPE	199
16		<hr/>
17	TOTAL DEALERS	\$16,595
18	SUGGESTED RETAIL PRICE	

19 16. The consumer agreed on a purchase price with Scottsdale Suzuki based on her  
20 understanding that the Suzuki Forenza she was purchasing included all of the dealer installed  
21 accessories and service charges listed on the second window sticker.

22 17. On May 18, 2004, the day after she purchased the vehicle the consumer realized  
23 that her new Suzuki Forenza did not have pin stripes. When questioned about the missing pin  
24 stripes, Suzuki Superstore's employee admitted that the dealer installed accessories and  
25 service charges listed on the window sticker had not been added on to her new Forenza.

26 18. In its Complaint the State has alleged that Suzuki Superstore violated the

1 Arizona Consumer fraud Act, A.R.S. §44-1521 et seq. as follows:

2 a. In May 2004, Suzuki Superstore advertised on television that it offered  
3 a minimum of \$5,000 or \$6,000 on trade-ins when, in fact, this offer was limited to  
4 only four or five used vehicles in a designated display area.

5 b. Suzuki Superstore placed window stickers on new vehicles that listed  
6 certain dealer installed accessories and service charges without disclosing that the  
7 listed accessories had not been installed and the services not been performed and that  
8 the listed items were offered only as additional options to purchase.

9 **ORDER**

10 19. For purposes of this Consent Judgment, the following definitions shall apply:

11 a. **“Advertise,” “Advertising” and “Advertisement”** means the  
12 publication, dissemination, solicitation, and circulation of information promoting  
13 motor vehicle products and services via computer networks, television, radio or print,  
14 or through direct mailing, visual and audio displays, or through any other means.

15 b. **“Clear and conspicuous”** means that the statement, representation, or  
16 term being conveyed is in close proximity to some other statement, representation or  
17 term it clarifies, modifies, explains, or to which it otherwise relates; is readily  
18 noticeable; is reasonably understandable by the person(s) to whom it is directed; and is  
19 not contradictory to any terms it purports to clarify, modify or explain.

20 (1) A statement, representation or term is not clear and conspicuous,  
21 unless:

22 (a) For printed, written, typed or graphic advertisements, it is  
23 of sufficient prominence in terms of print, size and color contrast as to be  
24 readily noticeable when read in the context of the remainder of the  
25 advertisement. Any type size which is 10-point type or larger is deemed  
26 readily noticeable when contained in a document 8 ½ inches by 14

1 inches or smaller.

2 (b) For radio advertisement and the audio portion of television  
3 advertisements or advertisements in any other audio-visual medium, it is  
4 at a decibel level equal to or louder than the typical decibel level used in  
5 the advertisement; is at a speed that is typical of or more audible than  
6 any other statements, representations or terms contained in the  
7 advertisement; and, if it is a statement of terms or conditions of sale, it is  
8 made during or after the remainder of the advertisement, rather than  
9 preceding the advertisement.

10 (c) For superimposed written copy in a television  
11 advertisement or advertisements in any other audio-visual medium, it is  
12 legible and appears on the screen for duration sufficient to allow a  
13 viewer to have a reasonable opportunity to read and understand the  
14 statement, representation, or term.

15 20. This Order applies to Scottsdale Suzuki Superstores, Inc., its successor  
16 corporation, Suzuki of Tempe, Inc., their affiliates, any future merged or acquired corporations or  
17 other business entities, parent or controlling entities, and to their current and future principals,  
18 officers and directors, assigns and successors, managerial or supervisory employees, and to  
19 any other employees or agents having responsibilities with respect to the subject matter of  
20 this Order.

21 21. Defendants Michael Perri and Roslyn Thompson, husband and wife, are  
22 dismissed with prejudice.

23 22. Suzuki Superstore and Suzuki of Tempe shall comply with the Consumer  
24 Fraud Act, A.R.S. § 44-1521 *et seq.*, as it is currently written, or as it is amended in the  
25 future.

26 23. Suzuki Superstore and Suzuki of Tempe shall advertise, including but not

1 limited to the use of disclaimers and disclosures, in a clear, conspicuous, truthful and non-  
2 misleading manner.

3 24. In any advertisement for the offer or sale of motor vehicles, Suzuki Superstore  
4 and Suzuki of Tempe shall not explicitly or implicitly state that the offer or sale applies to all,  
5 most or many vehicles unless the statement does, in fact apply to all, most or many vehicles.  
6 A statement in an advertisement that does not comply with this paragraph is not corrected by  
7 using a disclaimer or disclosure.

8 25. Suzuki Superstore and Suzuki of Tempe shall not list accessories or services on  
9 a motor vehicle sticker that shows their prices added to the manufacturer's suggested retail  
10 price unless those accessories and services are actually included with the motor vehicle  
11 without further request from the purchaser.

12 26. Suzuki Superstore and Suzuki of Tempe shall do the following:

13 a. The Effective Date of this Consent Judgment is the date it is signed by the  
14 Court.

15 b. Within ten (10) days of the Effective Date, pay restitution of one  
16 thousand five hundred seventeen dollars (\$1,517) to the consumer described in the  
17 Consent Judgment.

18 c. Within ten (10) days of the Effective Date, offer to install in the Suzuki  
19 Forenza purchased by the consumer described in the Complaint, at no additional  
20 charge, the items listed as Dealer Installed Accessories and Service Charges on the  
21 window sticker when it was purchased from Suzuki Superstore.

22 d. Within thirty (30) days of the Effective Date, provide evidence to the  
23 Attorney General that the actions described in paragraphs 26 (b) and (c) have been  
24 accomplished.

25 e. Pay to the Attorney General a civil penalty in the amount of twenty-five  
26 thousand dollars (\$ 25,000) pursuant to A.R.S. § 44-1531.

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f. Pay to the Attorney General an amount of twenty-five thousand dollars (\$25,000), for attorney's fees and costs of investigation, pursuant to A.R.S. § 44-1534.

g. The payments described in paragraphs 26 (e) and (f) shall be made as follows:

- (1) Twelve thousand five hundred dollars (\$12,500) on the Effective Date;
- (2) Twelve thousand five hundred dollars (\$12,500) within ninety (90) days of the Effective Date;
- (3) Twelve thousand five hundred dollars (\$12,500) within one hundred eighty (180) days of the Effective Date;
- (4) Twelve thousand five hundred dollars (\$12,500) within two hundred seventy (270) days of the Effective Date.

27. Suzuki Superstore and Suzuki of Tempe shall not represent or imply that the Attorney General, the State of Arizona, or any agency thereof has approved any of their actions in Arizona or has approved any of their past, present or future business practices in Arizona, and Suzuki Superstore and Suzuki of Tempe are enjoined from directly or indirectly representing anything to the contrary.

28. This Court retains jurisdiction of this matter for the purposes of entertaining an application by Plaintiff, State of Arizona, for the enforcement of this judgment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Judge of the Superior Court



CONSENT TO JUDGMENT

1  
2 1. Scottsdale Suzuki Superstore, Inc., an Arizona corporation, and Suzuki of  
3 Tempe, Inc., an Arizona Corporation, state that no promise of any kind or nature whatsoever  
4 was made to them to induce them to enter into this Consent Judgment and that they have  
5 entered into the Consent Judgment voluntarily.

6 2. Scottsdale Suzuki Superstore, Inc., and Suzuki of Tempe, Inc., have fully read  
7 and understood this Consent Judgment, understands the legal consequences involved in  
8 signing it, assert that this is the entire agreement of the parties, and that there are no other  
9 representations or agreements not stated in writing herein, and no force, threats, or coercion  
10 of any kind have been used to obtain their signature.

11 3. Scottsdale Suzuki Superstore, Inc., and Suzuki of Tempe, Inc., acknowledge  
12 that Plaintiff's, State of Arizona's, acceptance of this Consent Judgment is solely for the  
13 purpose of settling this litigation and does not preclude the Plaintiff, or any other agency or  
14 officer of this State, or subdivision thereof, from instituting other civil or criminal  
15 proceedings as may be appropriate now or in the future.

16 4. Scottsdale Suzuki Superstore, Inc., and Suzuki of Tempe, Inc., represent and warrant  
17 that the person signing below on their behalf is duly appointed and authorized to do so.

18 DATED this 31, day of OCTOBER, 2005

19 Scottsdale Suzuki Superstore, Inc.

20 By: [Signature]

21 Its: PRESIDENT

22 Suzuki of Tempe, Inc.

23 By: [Signature]

24 Its: PRESIDENT

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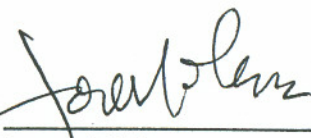
1 APPROVED AS TO FORM AND CONTENT:

2 TERRY GODDARD

3 Attorney General

4 By: 

5 Robert Zumoff  
6 Senior Litigation Counsel  
7 Counsel for Plaintiff

By: 

8 Loren Molever  
9 Hymson & Goldstein, P.C.  
10 Counsel for Defendants

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