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CLERK
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9 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
10 IN AND FOR THE COUNTY OF MARICOPA

12 STATE OF ARIZONA, ex rel.)
13 TERRY GODDARD, Attorney General,)
14 Plaintiff,)
15 v.)
16 SCOTTSDALE SUZUKI)
17 SUPERSTORE, INC., an Arizona)
Corporation,)
18 Defendant.)
19 _____)

CV2005-002236

No. _____

COMPLAINT FOR INJUNCTIVE
AND FOR OTHER RELIEF
(Unclassified Civil)

21 JURISDICTION AND VENUE

22 1. The State of Arizona brings this action pursuant to the Arizona Consumer
23 Fraud Act, A.R.S. § 44-1521 *et seq.*, to obtain restitution, injunctive relief, civil
24 penalties, attorneys' fees and costs, investigative expenses and other relief to prevent the
25 unlawful acts and practices alleged in this Complaint and to remedy the consequences of
26 such unlawful practices.
27

28 2. Venue is proper in Maricopa County, Arizona.

1 3. The Superior Court has jurisdiction to enter appropriate orders, both prior
2 to and following a determination of liability, pursuant to A.R.S. § 44-1528.
3

4 PARTIES

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

8 5. Defendant Scottsdale Suzuki Superstore, Inc., doing business as Scottsdale
9 Suzuki Superstore and Scottsdale Suzuki (hereafter, "Scottsdale Suzuki"), is an Arizona
10 corporation that does business as a car dealership in Maricopa County, Arizona.

11 6. When reference is made to "Scottsdale Suzuki," it applies to Scottsdale
12 Suzuki and to the actions of Scottsdale Suzuki's owners, officers, employees, agents and
13 independent contractors.
14

15 BACKGROUND

16 7. During the month of May 2004, Scottsdale Suzuki made misleading and
17 deceptive statements in television advertisements concerning a guaranteed minimum
18 trade-in for the purchase of new motor vehicles at its dealership in Tempe, Arizona.
19

20 8. Scottsdale Suzuki has also deceptively placed information concerning
21 "dealer installed accessories and service charges" on the window stickers of new motor
22 vehicles, during the month of May 2004 and, on information and belief, at other times.
23

24 **Television Advertisements:**

25 9. Between May 3 and May 23, 2004, Scottsdale Suzuki ran an
26 advertisement on KSAZ, Channel 10, in the Phoenix area as part of an advertising
27
28

1 campaign titled "Stackin' 'Em Deep." This advertisement appeared on the air 85 times
2 during this period.

3
4 10. Between May 24 and May 31, 2004, Scottsdale Suzuki ran a second
5 advertisement on KSAZ, Channel 10, in the "Stackin' 'Em Deep" campaign. The
6 second advertisement appeared 31 times during this period.

7
8 11. In one segment of the first advertisement a video display appeared as
9 follows:

10 PUSH, PULL TUG OR TOW YOUR TRADE

11 \$5000

12 MINIMUM

13
14 Below this display, the following statement briefly appeared in much smaller
15 print:

16 "On Vehicles in Display Area Only"

17 Accompanying the video display is the following audio statement:

18 "And exclusive of those [previously described] offers we'll
19 guarantee you \$5000 minimum for your trade."
20

21 12. Scottsdale Suzuki ran a second similar advertisement for the Memorial
22 Day weekend. One segment of that advertisement had a video display as follows:

23 PUSH, PULL TUG OR TOW YOUR TRADE

24 \$6000

25 MINIMUM
26
27 . . .
28

1 Below this display the following statement appeared in much smaller print: "On
2 vehicles in Display Area only. Cannot be combined with any other advertised offer. See
3 Tribune for details"
4

5 An accompanying audio portion announced "We'll guarantee you \$6000
6 minimum for your trade."
7

8 13. On information and belief, the only further reference for Scottsdale
9 Suzuki's guaranteed minimum trade advertisements was in very small print at the bottom
10 of two Tribune newspaper advertisements. The references read: "5,000 minimum trade
11 on display area only."
12

13 14. In fact, the only vehicles for which Scottsdale Suzuki would accept the
14 advertised minimum trade were four or five used vehicles in Scottsdale Suzuki's
15 designated "Display Area."
16

17 15. On or about May 17, 2004, a consumer purchased a new Suzuki 2004
18 Forenza, stock number 40151, from Scottsdale Suzuki. The purchase price included a
19 trade-in for her used vehicle. Although the consumer shopped at Scottsdale Suzuki
20 based on her having seen the television advertisement for \$5,000 minimum trade, she
21 was told that the offer only applied to used vehicle purchases and she did not receive
22 \$5,000 for her trade-in.
23

24 **Dealer Installed Accessories Listed on Window Stickers:**

25 16. The Suzuki Forenza that the consumer, described in paragraph 15,
26 purchased from Scottsdale Suzuki had a sticker on the window listing a manufacturer's
27 suggested retail price of \$14,499, including a \$500 destination and handling charge.
28

1 17. The Suzuki Forenza also had a second window sticker with the title
2 "DEALER INSTALLED ACCESSORIES & SERVICE CHARGES."

3
4 18. The second window sticker contained the following entries:

5 Price Brought Forward	\$14,499
6 THEFT GUARD	799
7 D.P.P.	799
8 TINT	299
9 PIN STRIPE	199

10 TOTAL DEALERS \$16,595
11 SUGGESTED RETAIL PRICE
12

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

16 20. On May 18, 2004, the day after she purchased the vehicle the consumer
17 realized that her new Suzuki Forenza did not have pin stripes. When questioned about it,
18 Scottsdale Suzuki admitted that the dealer installed accessories and service charges listed
19 on the window sticker had not been added on to her new Forenza.
20

21 21. On information and belief, Scottsdale Suzuki places similar "Dealer
22 Installed Accessories and Service Charges" stickers on many of its new vehicles offered
23 for sale.
24

25 **Arizona Consumer Fraud Act, A.R.S. § 44-1521 et seq.:**

26 22. A.R.S. § 44-1522 (A) of the Consumer Fraud Act, provides as follows:
27

28 The act, use, or employment by any person of any deception, deceptive act or

1 practice, fraud, false pretense, false promise, misrepresentation, or concealment,
2 suppression or omission of any material fact with intent that others rely upon
3 such concealment, suppression or omission, in connection with the sale or
4 advertisement of any merchandise whether or not any person has in fact been
5 misled, deceived, or damaged thereby, is declared to be an unlawful practice.
6

7 **VIOLATIONS OF THE CONSUMER FRAUD ACT**
8

9 23. During the month of May 2004, with respect to its television advertising,
10 and for an unknown period, including at least the month of May 2004, with respect to its
11 dealer installed accessory stickers, Scottsdale Suzuki has violated the Consumer Fraud
12 Act, A.R.S. § 44-1521 *et seq.*
13

14 24. Scottsdale Suzuki engaged in deceptive advertising, offering consumers a
15 \$5,000 or a \$6,000 minimum trade in toward the purchase of a vehicle, when in fact,
16 that offer extended to only four or five used cars in Scottsdale Suzuki's "Display Area."
17

18 25. Scottsdale Suzuki placed window stickers on new vehicles that
19 deceptively implied that the listed accessories had been installed and the listed
20 services had been performed, when in fact, these were only suggested options that a
21 consumer could purchase for a separately negotiated price.
22

23 **WILFUL VIOLATIONS OF THE CONSUMER FRAUD ACT**
24

25 26. With regard to the foregoing violations, Scottsdale Suzuki knew or
26 should have known that the above acts and practices violated the Consumer Fraud
27 Act, and those violations were, therefore, willful within the meaning of A.R.S. § 44-
28 1531(A).

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RELIEF REQUESTED

WHEREFORE, the State respectfully requests that the Court:

1. Prohibit Defendant, Scottsdale Suzuki Superstore, Inc, an Arizona corporation, doing business as Scottsdale Suzuki Superstore and as Scottsdale Suzuki from violating the Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*

2. Prohibit Defendant and all persons in active concert or participation with Defendant from engaging in the course of conduct alleged herein as a violation of A.R.S. § 44-1522(A).

3. Order Defendant to restore to all persons any money or property, real or personal, that was acquired by any means or practice alleged herein to be in violation of A.R.S. § 44-1522(A) as deemed proper by the Court pursuant to A.R.S. § 44-1528.

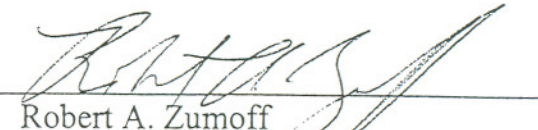
4. Order Defendant to pay the State of Arizona a civil penalty of \$10,000 for each violation of the Consumer Fraud Act pursuant to A.R.S. § 44-1531.

5. Order Defendant to reimburse the Attorney General for costs of investigation and reasonable attorneys' fees pursuant to A.R.S. § 44-1534.

6. Order such other and further relief as the Court may deem just and proper.

DATED this 8th day of February, 2005.

TERRY GODDARD
Attorney General

BY: 
Robert A. Zumoff
Senior Litigation Counsel

#885511