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2 (Firm State Bar No. 14000)
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7 Attorneys for Plaintiff

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

10 STATE OF ARIZONA, *ex rel* THOMAS C.
11 HORNE, Attorney General,

12 Plaintiff,

13 vs.

14 GARO ENTERPRISES, INC. an Arizona
15 Corporation, D/B/A TRANS-PLANT PLUS
and TRANS-PLANT TRANSMISSIONS;
16 GARY LUTHER and SUZANNE LUTHER,
17 husband and wife; and ROBERT BRADY and
MICHELLE BRADY, husband and wife,

18 Defendants.
19

Case No.: CV2011-012492

**PETITION FOR ORDER TO SHOW
CAUSE RE CONTEMPT**

(Assigned to the Honorable John Buttrick)

20
21 The State of Arizona, *ex rel* Thomas C. Horne, Attorney General, hereby Petitions the
22 Court for an Order to Show Cause Re Contempt pursuant to Ariz. R. Civ. P., Rule 65(j),
23 ordering Defendants to appear and show cause why they should not be held in contempt for
24 willful violations of the Consent Judgment approved by the Court on July 8, 2011 and filed
25 by the Clerk of Court on July 12, 2011. (A copy of the Consent Judgment is attached hereto
26 as Exhibit 1).

1 This Court has continuing jurisdiction to consider this Petition pursuant to the Consent
2 Judgment and A.R.S. § 44-1532, which states:

3 A person who violates any order or injunction issued pursuant to this article shall
4 forfeit and pay to the general fund of the state of Arizona a civil penalty of no
5 more than twenty-five thousand dollars per violation. For the purposes of this
6 section, the superior court in the county issuing any order or injunction shall retain
7 jurisdiction, and the cause shall be continued. In such case, the Attorney General
8 acting in the name of the state may petition for recovery of civil penalties.

9 This Petition is supported by the following Memorandum of Points and
10 Authorities.

11 MEMORANDUM OF POINTS AND AUTHORITIES

12 I. Background

13 On July 8, 2011, this Court approved a Consent Judgment which included permanent
14 injunctive terms prohibiting specific conduct by Defendants and mandating other conduct.
15 (Consent Judgment attached as Exhibit 1). This Consent Judgment was reached as a result of
16 negotiation between the parties and addressed the State's allegations of deceptive
17 transmission and automobile repair work by Defendants.

18 II. The State's Attempts at Non-Judicial Remedies have Failed

19 Although the State has no legal requirement to do so, the State has attempted to address
20 Defendants' continuing violations without seeking a judicial remedy. The State has contacted
21 Defendants repeatedly in regards to their continued use of provisions in their written warranty
22 that are inconsistent with the terms of the Consent Judgment and the requirement that
23 Defendants register their DBA within 60 days of July 8, 2011. Only since informing
24 Defendants that the State intended to file the Petition have the Defendants made serious
25 attempts to comply with the terms. The consumers the provisions were designed to protect
26 suffered from repeated violations of the Consent Judgment since July 8, 2011.

In addition to the many violations of the terms of the Consent Judgment, the State
continues to receive numerous consumer complaints regarding Defendants' business

1 practices. Defendants have failed to resolve these complaints to the satisfaction of the
2 consumers or the State.

3 **III. Violations of the Consent Judgment**

4 Defendants have violated specific provisions of the Consent Judgment as follows:

5 A. Paragraph 14(f) of the Consent Judgment requires Defendants to respond to all
6 consumer complaints filed with either Better Business Bureau or the Attorney General within
7 two weeks of receipt. The Better Business Bureau of Central and Northern and Western
8 Arizona (the "BBB") has reported to the Attorney General that they have received 12
9 consumer complaints since July 8, 2011, all of which were forwarded to Defendants for
10 response. Defendants had not responded to any of these complaints as of January 10, 2012,
11 well past the two week requirement.

12 B. Paragraph 14(g) of the Consent Judgment requires Defendants to register their
13 trade name or "DBA" with the Arizona Secretary of State within 60 days of the effective date
14 of the Consent Judgment, making the due date September 6, 2011. Despite representing to
15 the State that they had done so, until January 13, 2012, the Defendants had not registered their
16 trade name, Trans Plant Transmissions, with the Arizona Secretary of State. A copy of the
17 Arizona Secretary of State's Certificate of Non-Existence is attached hereto as Exhibit 2.

18 C. Paragraph 14(i) prohibits Defendants from claiming or representing in any
19 written warranty or agreement with a customer that they have the right to repossess a
20 consumer's vehicle if, after delivery of the vehicle to the consumer, a consumer does not
21 make or attempts to reverse payment. After July 8, 2011, Defendants continued to include in
22 their written warranty provided to consumers the following statement:

23 7. Indeed if any form of payment that Purchaser uses to pay for the
24 work or services performed does not pay through TP's bank or
25 financial institution, or if the payment is reversed, the purchaser
26 gives TP the right to repossess Purchaser's vehicle and charge a \$99
repossession fee, plus the maximum storage fee and maximum
towing fee allowed by law.

1 A copy of Defendant's warranty issued after the date of the Consent Judgment is
2 attached hereto as Exhibit 3. This provision was deleted from the warranty, after
3 prompting by the State, some time after October 1, 2011.

4 D. Paragraph 14(j) prohibits Defendants from making any oral or written statements
5 that conflict with the Consent Judgment's injunctive terms. Defendants violate this
6 prohibition because their written warranty provided to their customers conflicts in numerous
7 ways with the injunctive terms found in Paragraph 14(h). Paragraph 14(h) states that
8 Defendants shall provide a **full refund** for defective transmissions returned to them at the
9 purchaser's expense within 60 days of the consumer's receipt of the transmission. Yet after
10 July 8, 2011, and at least until January 1, 2012, Defendants' continued to include, in their
11 written warranty provided to consumers, the following statements:

- 12 • ...if a TP product does not remain operational for the warranty term,
13 then upon return of the defective TP product to TP by the Purchaser;
14 by the Purchaser's expense, TP will, at its sale [sic] discretion
provide a product exchange or refund.
- 15 • Transmissions are non-returnable after 30 days of their original purchase.
- 16 • All Returns are subject to a minimum 20% restocking fee, and there are no
refunds, only merchandise credit given for any returns.
- 17 • The performance of repairs or refund, at TP's election, is the exclusive remedy
18 under this written warranty.

19 **IV. Relief Sought**

20 The State respectfully requests that the Court order the Defendants to appear and show
21 cause why they should not be held in contempt for willful violations of the July 8, 2011
22 Consent Judgment. We request an award of \$25,000 in civil penalties for each violation, as
23 well as an award of the State's attorney fees and the costs for bringing this contempt action.

1 RESPECTFULLY SUBMITTED this 30th day of January, 2012.

2 Thomas C. Horne
3 Attorney General

4 By /s/ Rebecca C. Salisbury
5 Rebecca C. Salisbury
6 Assistant Attorney General
7 Attorney for State of Arizona

7 Document e-filed using
8 AZTurboCourt this 30th day of January, 2012.

9 **COPY** of the foregoing hand-delivered
10 this 30th day of January, 2012 to:

11 Hon. John Buttrick
12 Maricopa County Superior Court
13 201 W. Jefferson Street, Suite 7D
14 Phoenix, AZ 85007

13 **COPY** of the foregoing mailed/emailed
14 this 30th day of January, 2012 to:

15 John Mascari
16 Venable, Campillo, Logan and Meaney, PC
17 1938 E. Osborn Road
18 Phoenix, AZ 85016
19 Email: jmascari@vclmlaw.com
20 *Attorneys for Defendants*

21 By: /s/ Peter C. MacIlvaine
22 #2578151v2

EXHIBIT 1

1 Thomas C. Horne
Attorney General
2 (Firm State Bar No. 14000)
Rebecca Salisbury
3 Assistant Attorney General
State Bar No. 22006
4 Office of the Attorney General
1275 West Washington Street
5 Phoenix, AZ 85007-2926
Telephone: (602) 542-7757
6 Facsimile: (602) 542-4377
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7 Attorneys for Plaintiff

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

10 STATE OF ARIZONA, *ex rel* THOMAS C.
11 HORNE, Attorney General,

Case No.: CV2011-012492

12 Plaintiff,

13 CONSENT JUDGMENT

14 vs.

15 GARO ENTERPRISES, INC. an Arizona
Corporation, D/B/A TRANS-PLANT PLUS
and TRANS-PLANT TRANSMISSIONS;
16 GARY LUTHER and SUZANNE LUTHER,
17 husband and wife; and ROBERT BRADY and
MICHELLE BRADY, husband and wife,

(Assigned to the Honorable John Buttrick)

18 Defendants.
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20

21 The State of Arizona, having filed a complaint alleging violations of the Arizona
22 Consumer Fraud Act, A.R.S. § 44-1521, *et seq.*; Defendants Garo Enterprises, Inc., Gary
23 Luther, Suzanne Luther, Robert Brady and Michelle Brady (collectively "Defendants") having
24 waived service of the Complaint and Summons; having been fully advised of the right to a trial
25 in this matter and, after receiving advice of counsel, having waived the same; admit that this
26 Court has jurisdiction over the subject matter and the parties for purposes of entry of this

1 Consent Judgment and acknowledge that this Court retains jurisdiction for the purpose of
2 enforcing this Consent Judgment.

3 The Defendants have agreed to a voluntary compromise of disputed claims and the State
4 of Arizona and Defendants have agreed on a basis for the settlement of these matters in dispute.
5 This Consent Judgment does not constitute an admission by Defendants or evidence of any
6 liability for any violation of the Arizona Consumer Fraud Act or of any other state or federal
7 statute, rule, regulation or other applicable law. This Consent Judgment is made without trial or
8 adjudication of any issues of fact or law or finding of liability of any kind.

9 I. PARTIES

10 1. Plaintiff is the State of Arizona, *ex rel.* Thomas C. Home, the Attorney General of
11 Arizona, who is authorized to bring this action under the Consumer Fraud Act, A.R.S. § 44-
12 1521, *et seq.*

13 2. Defendant Garo Enterprises, Inc. is an Arizona corporation located at 1750 E.
14 Elliot Rd. in Tempe, Arizona, that does business as a transmission rebuilding and installation
15 facility under the name of Trans-plant Plus, Trans-plant Transmissions and Trans-plant
16 Transmission Factory.

17 3. Defendant Gary Luther, a resident of Maricopa County, is the President of Garo
18 Enterprises, Inc.

19 4. Defendants Gary Luther and Suzanne Luther, husband and wife, are residents of
20 Maricopa County, State of Arizona, and at all times relevant to this action acted for the benefit
21 of their marital community. Suzanne Luther is named herein solely because of her interest in
22 the marital community of Gary Luther and Suzanne Luther.

23 5. Defendant Robert Brady, a resident of Maricopa County, is the Secretary and sole
24 Director of Garo Enterprises, Inc.

25 6. Defendants Robert Brady and Michelle Brady, husband and wife, are residents of
26 Maricopa County, State of Arizona, and at all times relevant to this action acted for the benefit

1 of their marital community. Michelle Brady is named herein solely because of her interest in
2 the marital community of Robert and Michelle Brady.

3
4 **II. ORDER**

5 7. "Effective Date" of this Consent Judgment means the date it is signed by the
6 Court.

7 8. This Consent Judgment applies to Garo Enterprises, Inc. or any successor
8 companies or businesses, including all trade names, and to the current or future officers,
9 directors, managerial or supervisory employees of Garo Enterprises, Inc., and to any other
10 employees or agents having responsibilities with respect to the subject matter of this Order, but
11 not in an individual capacity (except for the individuals named as Defendants in this Judgment).
12 This Consent Judgment applies to Gary Luther and Robert Brady as individuals and members
13 of their respective marital communities, as officers and directors of Garo Enterprises, Inc., and
14 to the extent they own or operate any other motor vehicle repair facility in the State of Arizona
15 now or in the future.

16 9. For purposes of this Consent Judgment, both the corporate and individual
17 Defendants will be referred to collectively as "Defendants," unless otherwise indicated.

18 10. Defendants are jointly and severally liable for all obligations imposed by this
19 Consent Judgment, including provisions relating to consumer restitution and payments to the
20 State of Arizona.

21 11. Defendants shall comply with the Arizona Consumer Fraud Act,
22 A.R.S. § 44-1521, *et seq.*, as it is currently written, or as amended in the future.

23 12. The following injunctive orders apply to Defendant Garo Enterprises, Inc., and
24 to individual Defendants Gary Luther, and Robert Brady to the extent they own, serve as
25
26

1 officers or directors or hold a position that makes, implements or enforces policies in any
2 automotive or transmission related business.¹

3 13. The following injunctive terms do not apply to commercial transactions, which
4 are defined as sales to a commercial entity purchasing two or more transmissions within the
5 same month.

6 14. The injunctive terms are as follows:

7 (a) Defendants will not seek or receive a core deposit.²

8 (b) Defendants will not quote prices that are conditioned on the receipt or
9 condition of a consumer's core.

10 (c) If Defendants seek to obtain a consumer's core, Defendants will offer
11 consumers a specific price before removal or receipt of the core. Defendants will
12 assume the risk that the core is not rebuildable.

13 (d) Defendants will not sell transmissions outside of the State of Arizona unless
14 Defendants agree to pay all shipping costs involved with the transaction, including
15 exchanges and returns.

16 (e) Defendants will not misrepresent to consumers that they have a certain
17 transmission in stock. If Defendants represent that a transmission is in stock and it is not
18 delivered to the consumer within two weeks of the placement of the order (regardless of
19 the form of the consumer's payment), the consumer will be entitled to cancel their order
20 and receive a full refund.

21 (f) Defendants will respond to all Better Business Bureau and Attorney General
22 complaints within two weeks of receipt.

23 ¹ The injunctive terms are not intended to prohibit the individual Defendants from serving as
24 employees, as long as they do not make, implement or enforce policies that conflict with these
25 injunctive terms.

26 ² Core is defined for the purposes of this Consent Judgment as a consumer's current or original
transmission and any part thereof.

1 (g) Defendants shall register each trade name or "DBA" they do business under
2 with the Arizona Secretary of State within 60 days of the effective date of this Consent
3 Judgment (i.e. "Transplant Plus") or the date they begin using the trade name or "DBA."
4 If Defendants' trade name or "DBA" is unavailable, Defendants will furnish proof to the
5 Office of the Attorney General that its attempted registration was rejected by the Arizona
6 Secretary of State within one week of receipt of the rejection.

7 (h) Defendants shall provide a full refund for defective transmissions returned to
8 them at the purchaser's expense within 60 days of the consumer's receipt of the
9 transmission. Defendants shall accept a professional technician's evaluation of a
10 transmission as defective when provided by the purchaser.

11 (i) Defendants shall not claim or represent in any written warranty or agreement
12 with a customer that they have the right to repossess a consumer's vehicle if, after
13 delivery of the vehicle to the consumer, a consumer does not make or attempts to reverse
14 payment.

15 (j) Defendants shall not make any oral or written statements that conflict with
16 these injunctive terms.

17 III. PAYMENTS

18 15. Defendants shall make restitution to damaged consumers in the amount of
19 \$28,355.68 and pay costs and attorney's fees in the amount of \$7,644.32, for a total payment
20 amount of \$36,000.00, according to the following schedule:

21 Schedule:

22 (a) An initial payment, in the amount of \$1,000.00 shall be due within 5 days
23 of the Effective Date.

24 (b) A second payment, in the amount of \$1,000 shall be due 30 days after the
25 first payment and every 30 days thereafter, until the total sum of \$36,000.00 is reached.
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CONSENT TO JUDGMENT

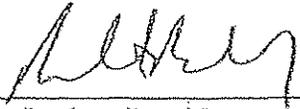
1. Defendants state that no promise of any kind or nature whatsoever was made to them to induce them to enter into this Consent Judgment and that they have entered into the Consent Judgment voluntarily and not as the result of fraud, undue influence, duress, or any other known cause to set aside this Consent Judgment.

2. Defendants have fully read and understood this Consent Judgment, understand the legal consequences involved in signing it, assert that this is the entire agreement of the parties, and that there are no other representations or agreements not stated in writing herein and no force, threats, or coercion of any kind have been used to obtain their signatures.

3. Defendants acknowledge that the State of Arizona's acceptance of this Consent Judgment is solely for the purpose of settling this litigation and, except as expressly provided therein, does not preclude the Attorney General, or any other agency or officer of this State, or subdivision thereof, from instituting other civil or criminal proceedings as may be appropriate now or in the future.

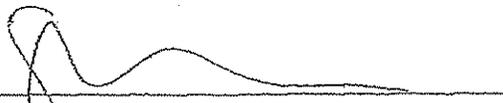
4. The corporate Defendant represents and warrants that the person signing below on its behalf is duly appointed and authorized to do so.

GARO ENTERPRISES, INC.



Gary Luther, President
Robert Brant, Director/Secretary
Dated: 6/30/11

INDIVIDUAL DEFENDANTS

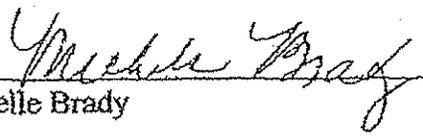


Gary Luther
Dated: 6/29/11



Gary Luther
Dated: 6/29/11

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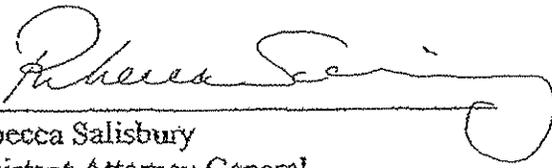

Michelle Brady

Dated: 4/25/11


Robert Brady

Dated: 4/25/11

APPROVED AS TO FORM AND CONTENT

THOMAS C. HORNE, Attorney General

Rebecca Salisbury
Assistant Attorney General
State of Arizona

VENABLE CAMPILLO LOGAN &
MEANEY, P.C..
John Mascari
Attorney for Garo Enterprises, Inc.

#1714399

EXHIBIT 2

EXHIBIT 3

AFFIDAVIT

1 STATE OF ARIZONA)
) ss.
2 County of Maricopa)

3
4 I, Amanda Teags, being duly sworn upon my oath, depose and say:

5 1. I am competent to make this Affidavit and this Affidavit is based upon my personal
6 knowledge.

7 2. I am employed by the Arizona Attorney General's Office as the Consumer
8 Information and Complaints Manager and have been so employed in this position for over 1½
9 years.

10 3. I am a duly authorized custodian of records for the Consumer Information and
11 Complaints Unit in the Arizona Attorney General's Office.

12 4. In my position as Consumer Information and Complaints Manager I have access to all
13 consumer complaints received by our office and the records generated therefrom.

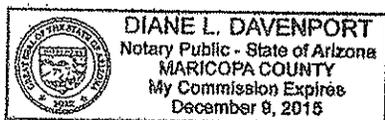
14 5. The records regarding consumer complaints are prepared and/or retained by personnel
15 employed by the Consumer Information and Complaints Unit, in the ordinary course of business.

16 6. I am aware of at least two consumer complaints that my unit has processed against
17 Trans-Plant Transmissions since July 7, 2011, which contain copies of a warranty issued by
18 Trans-Plant Transmissions to the consumer.

19 7. One warranty contained in complaint number CIC11-16528 is dated July 19, 2011 and
20 was forwarded to the Consumer Information and Complaints Unit after an online complaint was
21 received from the consumer on August 1, 2011. A true copy of this warranty is attached hereto.

22 8. The second warranty is contained in complaint number CIC12-00727, is dated
23 December 29, 2011, and was received by the Consumer Information and Complaints Unit via
24 email on January 17, 2012. A true copy of this warranty is also attached hereto.

25 DATED this 25th day of January, 2012.



Amanda Teags
AMANDA TEAGS, Manager
Consumer Information and Complaints
Office of the Attorney General

SUBSCRIBED AND SWORN to before me this 25th day of January, 2012 by Amanda Teags.

Diane L. Davenport
Notary Public

Trans-Plant 2 Year Unlimited Mileage Warranty

Document Requirements: Trans Plant + Transmissions ("TP") must be furnished with the Purchaser's original invoice and repair order demonstrating installation by-qualified, professional technician. This warranty is not transferable to subsequent owners of the subject vehicle or transmission.

KEEP ALL RECEIPTS FOR WARRANTY.

Covered Item: Warranty is limited to the purchaser's transmission only.

Term: WARRANTY IS FOR 24 MONTHS (2 YEARS) UNLIMITED MILEAGE. TERM BEGINS FROM THE ORIGINAL INVOICE DATE FOR ANY AND ALL PURCHASES AND CEASES 730 DAYS THERE AFTER.

This Warranty Does Not Cover:

1. Damage due to installation by non-qualified technician, alteration, accident, improper installation, negligence, improper use, or any use related to racing, track or competition. In addition, coverage does not apply if the odometer has been disconnected or the mileage reading has been altered.
2. Damages caused by overheating, or lack of proper maintenance, failure to follow proper maintenance schedule intervals or failure to use or maintain proper types and levels of fluid, fuel, oil and lubricant. Proof of proper maintenance is the Purchaser's responsibility. Keep all receipts and prepare to make them available if questions arise about maintenance.
3. Damage as a result of overheating, contamination or lack of lubrication.
4. Damage caused by a turbocharger, supercharger, nitrous oxide, or similar product.
5. IMPROPER INSTALLATION, ADJUSTMENTS AND/OR OPENING OF THE TRANSMISSION.
6. Racing engine, transmission and/or their components.
7. Use of components in excess of maximum torque specifications.
8. Damage as a result of modification/replacement of transmission, including transmission assembly, torque converter.
9. Loss of time, in convenience, loss of use or other economic losses or consequential damages, including, but not limited to, towing, vehicle rental, down time and loss of work.
10. Vehicles registered and operated outside of the United States of America.
11. LABOR FOR INSTALLATION OR REMOVAL OF TRANSMISSION, ANY AND ALL SHIPPING CHARGES.
12. FAULTY AUTOMOTIVE ELECTRONIC COMPONENTS, INCLUDING, BUT NOT LIMITED TO, COMPUTER CONTROLS, ACTUATORS, SENSORS AND EXTERNAL SOLENOIDS, WHICH CAN CAUSE MALFUNCTIONS, DAMAGE, AND THE FAILURE OF AN ELECTRONICALLY CONTROLLED TRANSMISSION. TP'S LIMITED WARRANTY DOES NOT INCLUDE ANY ELECTRONIC COMPONENTS, CONTROLS, OR SENSORS, OR TRANSMISSION DAMAGE CAUSED BY THE FAILURE OF FAULTY ELECTRONIC COMPONENTS.
13. THIS WARRANTY SHALL NOT APPLY TO COMMERCIAL OR RENTAL VEHICLES OR TO VEHICLES MODIFIED BEYOND MANUFACTURER'S STANDARD PRODUCTION SPECIFICATIONS.
14. THE TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OF THE ORIGINAL REPAIR. THIS CENTER RESERVES THE RIGHT TO REFUND TO YOU THE ORIGINAL REPAIR PRICE IN EVENT OF WARRANTY SERVICE TO THE VEHICLE.

Warranty is VOID IF The Following Requirements Are Not Met:

1. ALL PRODUCTS MUST BE INSTALLED, MAINTAINED, OR ADJUSTED BY A QUALIFIED, PROFESSIONAL TECHNICIAN.
2. TORQUER MUST BE FLOW AND PRESSURE TESTED, AND REPLACED IF NECESSARY.
3. TRANSMISSION COOLER LINES MUST BE FLUSHED. TORQUE CONVERTER MUST BE ALL THE WAY INTO THE FRONT PUMP. TRANSMISSION OIL AND GEAR OIL, MUST BE FILLED PRIOR TO INSTALLATION. SOME FRONT WHEEL DRIVE TRANSMISSIONS NEED TO FILL DIFFERENTIALS OIL.
4. A NEW OR REBUILT TORQUE CONVERTER MUST BE USED ON ALL AUTOMATIC TRANSMISSIONS.
5. PURCHASER MUST PROVIDE PAID RECEIPTS OF ITS COMPLIANCE WITH REQUIREMENTS "1" THROUGH "4," SUPRA, OR THIS WARRANTY IS VOID.
6. ANY DAMAGE CAUSED BY ANY COMPONENT NOT PART OF THE TRANSMISSION OR TORQUE CONVERTER SHALL VOID THE WARRANTY.
7. PAYMENT IS NOT MADE OR IS REVERSED. Indeed, if any form of payment that Purchaser uses to pay for the work or service performed does not pay through TP's bank or financial institution, or if the payment is reversed, the Purchaser gives TP the right to repossess Purchaser's vehicle and charge a \$99 repossession fee, plus the maximum towing fee and maximum towing fee allowed by law.

x 

Exchange or Refund:

Subject to the coverage and requirement conditions, *supra*, if a TP product does not remain operational for the warranty term, then, upon return of the defective TP product to TP by the Purchaser; by the Purchaser's expense, TP will, at its sole discretion, provide a product exchange or refund. This warranty is limited to the TP product, and does not cover any other parts or labor for the vehicle.

Return and Refund Policies:

- TP RESERVES THE RIGHT TO DISASSEMBLE, IN WHOLE OR IN PART, AND INSPECT ALLEGEDLY DEFECTIVE PRODUCTS BEFORE ANY ADJUSTMENTS WILL BE MADE.
- NO RETURNS OR ADJUSTMENTS ARE MADE FOR ANY TP PRODUCTS AFTER 90 DAYS.
- TRANSMISSIONS ARE NON-RETURNABLE AFTER 30 DAYS OF THEIR ORIGINAL PURCHASE.
- ALL RETURNS ARE SUBJECT TO A MINIMUM 20% RESTOCKING FEE, AND THERE ARE NO REFUNDS, ONLY MERCHANDISE CREDIT GIVEN FOR ANY RETURNS.
- SPECIAL ORDERS ARE NOT REFUNDABLE IN ANY MANNER. IN ADDITION, SPECIAL ORDER DEPOSITS ARE NOT REFUNDABLE.

Cores:

- A CORE IS YOUR ORIGINAL REBUILDABLE TRANSMISSION.
- A CORE CHARGE IS A DEPOSIT CHARGED TO INSURE TP RECEIVES YOUR ORIGINAL REBUILDABLE TRANSMISSION BACK. IF THE CORE IS NOT RECEIVED BY TP WITHIN 30 DAYS OF THE DEPOSIT, OR IT IS NOT REBUILDABLE AS DETERMINED BY TP, PURCHASER CONSENTS TO TP'S RETENTION OF SAID DEPOSIT.
- CORES THAT ARE DISASSEMBLED, OR HAVE A BROKEN OR DAMAGED PART, ARE PER SE NOT ACCEPTED, AND THE PURCHASER CONSENTS TO THE CORE DEPOSIT BEING RETAINED BY TP. PURCHASER IS RESPONSIBLE FOR ALL SHIPPING COSTS ASSOCIATED WITH ANY CORE.

Other Terms:

- TP does not authorize any person or entity to create for it any other obligations or liability in connection with its work or products.
- TP or any of its employees do not guarantee shipping times on any products shipped from our facility. Product is usually shipped in 7-10 days and in some cases could take longer. Due to delays out of our control
- ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO TP'S WORK OR PRODUCTS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. THE PERFORMANCE OF REPAIRS OR REFUND, AT TP'S ELECTION, IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY. TP SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY, OR ANY IMPLIED WARRANTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED, PURCHASER ACKNOWLEDGES THE TERMS OF THIS WARRANTY,
CORE RETURN AND DEPOSIT POLICIES;

x 
PURCHASER

Invoice# 13836 Date 7-15-4

WARRANTY IS VOID UNTIL A SIGNED COPY IS RECEIVED BY TP,

Trans-Plant 2 Year Unlimited Mileage Warranty

Document Requirements: Trans Plant + Transmissions ("TP") must be furnished with the Purchaser's original invoice and repair order demonstrating installation by qualified, professional technician. This warranty is not transferable to subsequent owners of the subject vehicle or transmission.

KEEP ALL RECEIPTS FOR WARRANTY.

Covered Item: Warranty is limited to the purchaser's transmission only.

Terms: WARRANTY IS FOR 24 MONTHS (2 YEARS) UNLIMITED MILEAGE. TERM BEGINS FROM THE ORIGINAL INVOICE DATE FOR ANY AND ALL PURCHASES AND CEASES 730 DAYS THERE AFTER.

This Warranty Does Not Cover:

1. Damage due to installation by non-qualified technician, alteration, accident, improper installation, negligence, improper use, or any use related to racing, track or competition. In addition, coverage does not apply if the odometer has been disconnected or the mileage reading has been altered.
2. Damages caused by overheating, or lack of proper maintenance, failure to follow proper maintenance schedule intervals or failure to use or maintain proper types and levels of fluid, fuel, oil and lubricant. Proof of proper maintenance is the Purchaser's responsibility. Keep all receipts and prepare to make them available if questions arise about maintenance.
3. Damage as a result of overheating, contamination or lack of lubrication.
4. Damage caused by a turbocharger, supercharger, nitrous oxide, or similar product.
5. IMPROPER INSTALLATION, ADJUSTMENTS AND/OR OPENING OF THE TRANSMISSION.
6. Racing engine, transmission and/or their components.
7. Use of components in excess of maximum torque specifications.
8. Damage as a result of modification/replacement of transmission, including transmission assembly, torque converter.
9. Loss of time, inconvenience, loss of use or other economic losses or consequential damages, including, but not limited to, towing, vehicle rental, down time and loss of work.
10. Vehicles registered and operated outside of the United States of America.
11. LABOR FOR INSTALLATION OR REMOVAL OF TRANSMISSION, ANY AND ALL SHIPPING CHARGES.
12. FAULTY AUTOMOTIVE ELECTRONIC COMPONENTS, INCLUDING, BUT NOT LIMITED TO, COMPUTER CONTROLS, ACTUATORS, SENSORS AND EXTERNAL SOLENOIDS, WHICH CAN CAUSE MALFUNCTIONS, DAMAGE, AND THE FAILURE OF AN ELECTRONICALLY CONTROLLED TRANSMISSION. TP'S LIMITED WARRANTY DOES NOT INCLUDE ANY ELECTRONIC COMPONENTS, CONTROLS, OR SENSORS, OR TRANSMISSION DAMAGE CAUSED BY THE FAILURE OF FAULTY ELECTRONIC COMPONENTS.
13. THIS WARRANTY SHALL NOT APPLY TO COMMERCIAL OR RENTAL VEHICLES OR TO VEHICLES MODIFIED BEYOND MANUFACTURER'S STANDARD PRODUCTION SPECIFICATIONS.
14. THE TOTAL LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OF THE ORIGINAL REPAIR. THIS CENTER RESERVES THE RIGHT TO REFUND TO YOU THE ORIGINAL REPAIR PRICE IN LIEU OF WARRANTY SERVICE TO THE VEHICLE.

Warranty Is Void If The Following Requirements Are Not Met:

1. ALL PRODUCTS MUST BE INSTALLED, MAINTAINED, OR ADJUSTED BY A QUALIFIED, PROFESSIONAL TECHNICIAN.
2. RADIATOR MUST BE FLOW AND PRESSURE TESTED, AND REPLACED IF NECESSARY.
3. TRANSMISSION COOLER LINES MUST BE FLUSHED. TORQUE CONVERTER MUST BE ALL THE WAY INTO THE FRONT PUMP. TRANSMISSION OIL AND GEAR OIL MUST BE FILLED PRIOR TO INSTALLATION. SOME FRONT WHEEL DRIVE TRANSMISSIONS NEED TO FILL DIFFERENTIALS OIL.
4. A NEW OR REBUILT TORQUE CONVERTER MUST BE USED ON ALL AUTOMATIC TRANSMISSIONS.
5. PURCHASER MUST PROVIDE PAID RECEIPTS OF ITS COMPLIANCE WITH REQUIREMENTS "1" THROUGH "4," SUPRA, OR THIS WARRANTY IS VOID.
6. WATER DAMAGE CAUSED BY ANY COMPONENT NOT PART OF THE TRANSMISSION OR TORQUE CONVERTER SHALL VOID THE WARRANTY.
7. PAYMENT IS NOT MADE OR IS REVERSED.

X

Exchange or Refund:

Subject to the coverage and requirement conditions, *supra*, if a TP product does not remain operational for the warranty term, then, upon return of the defective TP product to TP by the Purchaser; by the Purchaser's expense, TP will, at its sole discretion, provide a product exchange or refund. This warranty is limited to the TP product, and does not cover any other parts or labor for the vehicle.

Return and Refund Policies:

- TP RESERVES THE RIGHT TO DISASSEMBLE, IN WHOLE OR IN PART, AND INSPECT ALLEGEDLY DEFECTIVE PRODUCTS BEFORE ANY ADJUSTMENTS WILL BE MADE.
- NO RETURNS OR ADJUSTMENTS ARE MADE FOR ANY TP PRODUCTS AFTER 90 DAYS.
- TRANSMISSIONS ARE NON-RETURNABLE AFTER 30 DAYS OF THEIR ORIGINAL PURCHASE.
- ALL RETURNS ARE SUBJECT TO A MINIMUM 20% RESTOCKING FEE, AND THERE ARE NO REFUNDS, ONLY MERCHANDISE CREDIT GIVEN FOR ANY RETURNS.
- SPECIAL ORDERS ARE NOT REFUNDABLE IN ANY MANNER. IN ADDITION, SPECIAL ORDER DEPOSITS ARE NOT REFUNDABLE.

Cores:

- A CORE IS YOUR ORIGINAL REBUILDABLE TRANSMISSION.
- A CORE CHARGE IS A DEPOSIT CHARGED TO INSURE TP RECEIVES YOUR ORIGINAL REBUILDABLE TRANSMISSION BACK. IF THE CORE IS NOT RECEIVED BY TP WITHIN 30 DAYS OF THE DEPOSIT, OR IT IS NOT REBUILDABLE AS DETERMINED BY TP, PURCHASER CONSENTS TO TP'S RETENTION OF SAID DEPOSIT.
- CORES THAT ARE DISASSEMBLED, OR HAVE A BROKEN OR DAMAGED PART, ARE PER SE NOT ACCEPTED. AND THE PURCHASER CONSENTS TO THE CORE DEPOSIT BEING RETAINED BY TP. PURCHASER IS RESPONSIBLE FOR ALL SHIPPING COSTS ASSOCIATED WITH ANY CORE.

Other Terms:

- TP does not authorize any person or entity to create for it any other obligations or liability in connection with its work or products.
- TP or any of its employees do not guarantee shipping times on any products shipped from our facility. Product is usually shipped in 7-10 days and in some cases could take longer. Due to delays out of our control
- ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO TP'S WORK OR PRODUCTS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. THE PERFORMANCE OF REPAIRS OR REFUND, AT TP'S ELECTION, IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY. TP SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, PURCHASER ACKNOWLEDGES THE TERMS OF THIS WARRANTY, CORE RETURN AND DEPOSIT POLICIES;

X

PURCHASER

Invoice#

14606

Date

12/29/11

WARRANTY IS VOID UNTIL A SIGNED COPY IS RECEIVED BY TP,

1 Thomas C. Horne
Attorney General
2 (Firm State Bar No. 14000)
Rebecca Salisbury
3 Assistant Attorney General
State Bar No. 22006
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1275 West Washington Street
5 Phoenix, AZ 85007-2926
Telephone: (602) 542-7757
6 Facsimile: (602) 542-4377
consumer@azag.gov
7 Attorneys for Plaintiff

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

10 STATE OF ARIZONA, *ex rel* THOMAS C.
11 HORNE, Attorney General,

Case No.: CV2011-012492

12 Plaintiff,

13 vs.

ORDER TO SHOW CAUSE

14 GARO ENTERPRISES, INC. an Arizona
15 Corporation, D/B/A TRANS-PLANT PLUS
and TRANS-PLANT TRANSMISSIONS;
16 GARY LUTHER and SUZANNE LUTHER,
17 husband and wife; and ROBERT BRADY and
MICHELLE BRADY, husband and wife,

18 Defendants.
19

20
21 The Court having read and considered the State's Petition for Order to Show
22 Cause Re Contempt, and good cause appearing therefore;

23 IT IS HEREBY ORDERED that Defendants shall appear at the time and place designated
24 below and show cause, if any they have, why the relief requested in the State's Petition should
25 not be granted.
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DATE: _____

TIME: _____

PLACE: Courtroom of Judge _____

Maricopa County Courthouse
Phoenix, Arizona

IT IS FURTHER ORDERED that a copy of this Order to Show Cause be served together with the Petition for Order to Show Cause Re Contempt.

DONE IN OPEN COURT this ____ day of January, 2012.

JUDGE OF THE SUPERIOR COURT

#2547906