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Hearing Date: 12/9/2020 9:45 AM - 9:45 AM
Courtroom Number: 2508
Location: District 1 Court
Cook County, IL

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8/11/2020 9:49 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

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FILED DATE: 8/11/2020 9:49 AM 2020CH05333

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge,

Defendant.

Case No. 2~~0 CH~~ 2020CH05333

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, ex rel. KWAME RAOUL, Attorney General of the State of Illinois, brings this action for injunctive relief against Defendant SKOKIE MOTOR SALES, INC., d/b/a SHERMAN DODGE ("Sherman Dodge"), for violations of the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 *et seq*., and the Illinois Motor Vehicle Advertising Regulations, 14 Ill. Adm. Code 475.110 *et seq*.

I. NATURE OF THE CASE

1. Sherman Dodge is a new and used automobile dealership that advertises itself as the "#1 Volume Dealer in Illinois!" Sherman Dodge engages in various unfair and deceptive advertising and transactional practices that harm both consumers and other dealerships in the State of Illinois. Sherman Dodge's advertisements violated motor vehicle advertising regulations relating to sales events, trade-in values, discount substantiation, and advertised prices.

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2. In 2016, Sherman Dodge entered into an Assurance of Voluntary Compliance ("AVC") with the Office of the Illinois Attorney General. Under the AVC, Sherman Dodge agreed not to violate the Consumer Fraud Act by engaging in deceptive advertising and sales practices including by: (1) selling a vehicle for more than the advertised price, (2) advertising a vehicle that it has already sold or leased, (3) guaranteeing a specific value for a trade-in vehicle, (4) advertising a sale without reducing the selling price of vehicles listed in an advertisement by at least 5%, and (5) including limited rebates in an advertised price. Sherman Dodge has violated each of these provisions of the 2016 AVC.

3. Sherman Dodge has violated the Consumer Fraud Act by using illegal checks and coupons in its advertisements, failing to disclose a consumer's potential responsibility for negative equity on a trade-in, failing to promptly pay off a loan on a traded-in vehicle, and advertising loan opportunities to those facing bankruptcy.

4. Sherman Dodge is further violating the Consumer Fraud Act by violating the AVC by (1) selling a vehicle for more than the advertised price, (2) advertising a vehicle that it has already sold or leased, (3) guaranteeing a specific value for a trade-in vehicle, (4) advertising a sale without reducing the selling price of vehicles listed in an advertisement by at least 5%, and (5) including limited rebates in an advertised price.

II. PUBLIC INTEREST

5. The Illinois Attorney General believes this action to be in the public interest of the citizens of the State of Illinois and brings this lawsuit pursuant to the Consumer Fraud Act, 815 ILCS 505/7(a).

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III. JURISDICTION AND VENUE

6. This action is brought for and on behalf of the PEOPLE OF THE STATE OF ILLINOIS, ex. rel. KWAME RAOUL, Attorney General of the State of Illinois, pursuant to the provisions of the Consumer Fraud Act, 815 ILCS 505/1 *et seq*.

7. Venue for this action properly lies in Cook County, Illinois, pursuant to Section 2-101 and 2-102(a) of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, 735 ILCS 5/2-102(a), in that Sherman Dodge is doing business in Cook County, Illinois, and Cook County is the county of residence of the Sherman Dodge.

IV. PARTIES

8. Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, Attorney General of the State of Illinois, is authorized to enforce the Consumer Fraud Act, 815 ILCS 505/1 *et seq.* and the regulations promulgated thereunder.

9. Sherman Dodge is an Illinois corporation with its principal place of business at 7601 Skokie Boulevard, Skokie, in Cook County, Illinois.

10. At all relevant times, Defendant acted under the assumed name Sherman Dodge.

11. Sherman Dodge is an authorized Chrysler, Jeep, and Dodge dealer.

12. For purposes of this Complaint for Injunctive and Other Relief ("Complaint"), any references to the acts and practices of Sherman Dodge shall mean that such acts and practices are by and through the acts of Sherman Dodge's officers, members, owners, directors, representatives, employees, and/or other agents.

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V. TRADE AND COMMERCE

13. Subsection 1(f) of the Consumer Fraud Act defines "trade" and "commerce" as follows:

> The terms 'trade' and 'commerce' mean the advertising, offering for sale, sale, or distribution of any service and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State. 815 ILCS 505/1(f).

14. Sherman Dodge was at all times relevant to the complaint engaged in trade and commerce in the State of Illinois by advertising, offering for sale, and selling new and used vehicles in and from the State of Illinois.

VI. DEFENDANT'S UNFAIR AND DECEPTIVE BUSINESS PRACTICES

15. As described below, in the course of trade or commerce in the State of Illinois, Sherman Dodge has engaged in acts or practices that violate Illinois law. Sherman Dodge's conduct is ongoing and has the potential to impact any Illinois consumer who purchases new or used vehicles from Sherman Dodge.

16. Since entering into the AVC with Sherman Dodge in February 2016, the Illinois Attorney General's Office has received 121 consumer complaints against Sherman Dodge.

A. Sherman Dodge's 2016 AVC with the Illinois Attorney General

17. In October 2014, the Office of the Illinois Attorney General opened an investigation into Sherman Dodge after receiving complaints from consumers who were unable to purchase vehicles advertised by Sherman Dodge.

18. The consumers alleged that they visited Sherman Dodge's dealership to purchase a vehicle they had seen in Sherman Dodge's print advertisements.

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19. The consumers alleged that Sherman Dodge told them it had already sold the vehicle in its print advertisement and offered to sell the consumers a different vehicle instead. This practice is commonly known in the auto industry as "Bait and Switch."

20. The consumers alleged that in the days or weeks after their visit to Sherman Dodge's dealership, they continued to see the same vehicle in Sherman Dodge's advertisements.

21. As a result of the Office of the Illinois Attorney General's investigation, in February 2016 Sherman Dodge entered into an AVC with the Office of the Illinois Attorney General, which provided that Sherman Dodge must refrain from engaging in certain advertising and sales practices. A true and accurate copy of the AVC is attached as Exhibit 1.

22. Sherman Dodge has violated the February 2016 AVC by engaging in activities prohibited by the terms of the AVC and by Illinois law, as detailed below.

B. Sherman Dodge's Deceptive Advertising

23. Sherman Dodge places advertisements into the stream of commerce for viewing by consumers through various mediums including its own website, third-party websites, newspapers, and direct mailers.

24. Sherman Dodge maintains the websites http://www.shermandodge.com, http://www.shermandodgeillinois.com, and http://www.urapprovedcredit.com, where it advertises new and used vehicles for sale.

25. Sherman Dodge also placed print advertisements approximately 5- to 7-days each week in either the Chicago Tribune newspaper or the Chicago Sun-Times newspaper.

26. At the top of most of Sherman Dodge's print advertisements, Sherman Dodge placed its name, and the statement "#1 Volume Dealer in Illinois." *See* Sherman Dodge Advertisement of May 25, 2017, Chicago Sun-Times, attached as Exhibit 2.

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27. The bottom of most of Sherman Dodge's print advertisements contained Sherman Dodge's address, phone number, a small map, and various disclosures. *See* Exhibit 2.

28. The bottom of most of Sherman Dodge's print advertisements also contained the statement, "Good Credit? Bad Credit? No Credit? No Money Down Program! Our Goal is 100% Approval! 400 Credit Scores Are Eligible to Drive!" and directed consumers to call an agent of Sherman Dodge. *See* Exhibit 2.

29. The most prominent part of most of Sherman Dodge's advertisements was a grid with 12-15 advertised vehicles. *See* Exhibit 2.

30. Sherman Dodge identifies every vehicle in its print or online advertisements by its model year, model name, make, a list of features, stock number, manufacturer's suggested retail price (MSRP), and a price lower than the MSRP referred to as the "Sherman Price." *See* Exhibit 2.

1. <u>Sherman Dodge Advertised Vehicles It Had Already Sold</u>

32. Sherman Dodge's advertisements, both online and in print, typically include a stock number for each advertised vehicle.

33. A stock number refers to the method a car dealer uses to track its vehicle inventory by assigning each vehicle on its lot a unique number.

34. When a dealership advertises a price for a vehicle and lists the vehicle's stock number, the dealership is generally limiting the advertised price to only that specific vehicle in its inventory.

35. When a dealership limits an advertised price to a specific stock numbered vehicle, the dealership only has to honor the advertised price for the vehicle specifically advertised and can sell all other similar vehicles at any price it chooses.

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36. The AVC that Sherman Dodge signed in February 2016 prohibits Sherman Dodge from advertising vehicles that have been previously sold or leased. *See* ¶ 24(d) of the AVC, attached as Exhibit 1. *See* also 14 Ill. Adm. Code 475.310.

37. After entering into the AVC, Sherman Dodge continued to place print advertisements in both the Chicago Tribune and Chicago Sun-Times that advertised vehicles the dealership had already sold.

38. Between May and July of 2017, Sherman Dodge advertised 9 different vehicles in its print advertisements for, on average, 9 days after Sherman Dodge had sold the vehicle.

39. In at least one instance, Sherman Dodge advertised a vehicle in its print advertisement for 21 days after Sherman Dodge had sold the vehicle.

40. If a consumer visited the car dealership during the time after the car was sold or leased and was still being advertised and asked to buy the advertised vehicle, the dealership would instead attempt to sell a similar vehicle to the consumer at a higher price.

41. Sherman Dodge's advertisements had the potential to entice consumers to visit Sherman Dodge's dealership, instead of visiting a different dealership, with the hope of buying a vehicle that was no longer available for purchase.

42. In addition to violating the 2016 AVC, Sherman Dodge's advertisements misrepresented to consumers, with the intent that consumers rely on the misrepresentation, that Sherman Dodge had a specific vehicle available for purchase at a specific price even though Sherman Dodge had already sold that vehicle.

2. <u>Sherman Dodge Prevented Consumers from Purchasing the Vehicles in its Advertisements</u>

43. The AVC that Sherman Dodge signed in February 2016 prohibits Sherman Dodge from failing to make available to the public all vehicles described by its advertisements at the

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advertised price. *See* ¶ 24(c) of the AVC, attached as Exhibit 1. See also 14 Ill. Adm. Code 475.310.

44. In at least 2 separate instances, Sherman Dodge failed to make available to a consumer an advertised vehicle even though Sherman Dodge had the vehicle in stock. *See infra* Consumer Illustrations of Zygmunt Sokolnicki and Dyrell Lee.

45. After seeing Sherman Dodge's print and online advertisements, at least 2 consumers came to Sherman Dodge's dealership to purchase a vehicle listed in its advertisement.

46. The consumers requested to purchase a specific vehicle from Sherman Dodge's advertisement for the price listed in the advertisement.

47. Sherman Dodge told each consumer that the vehicle in its advertisement had been sold, and that no similar vehicle was available for that price, even though the advertised vehicle was still in stock and available for purchase.

48. Sherman Dodge then attempted to sell the consumers a similar vehicle at a higher price.

49. Sherman Dodge misrepresents to consumers, with the intent that consumers rely on that misrepresentation, that an advertised vehicle has already been sold even though Sherman Dodge still has the vehicle in stock.

50. In addition to violating the 2016 AVC, Sherman Dodge misrepresents to consumers, with the intent that consumers rely on the misrepresentation, in its advertisements that it is offering a specific vehicle for purchase at a specific price and then fails to make that vehicle available for purchase, lying to the consumers about the availability of the vehicle.

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3. Sherman Dodge Advertised the Same Vehicle at Two Different Prices

51. Every vehicle that appeared in Sherman Dodge's print advertisements also appeared on Sherman Dodge's websites.

52. The 2016 AVC requires that Sherman Dodge sell or lease all advertised vehicles to consumers for the lowest advertised price, regardless of whether or not consumers knew of the advertised price. *See* ¶ 24(c) of the AVC, attached as Exhibit 1. *See* also 14 Ill. Adm. Code 475.310.

53. Sherman Dodge advertised the same vehicles with one price in its print advertisements and a different price in its online advertisements.

54. For example, on at least 15 different dates, Sherman Dodge advertised a new 2017 Jeep Grand Cherokee Laredo with stock number 172327 for $25,490 online and $28,500 in its print advertisements.

55. Sherman Dodge's print advertisement for the 2017 Jeep Grand Cherokee Laredo with stock number 172327 misrepresented to consumers the price at which Sherman Dodge was required to sell or lease the vehicle.

56. Similarly, on at least 6 different dates, Sherman Dodge advertised a Ram ProMaster City Wagon Tradesman Van with stock number 171825 for $19,999 online and $17,336 in its print advertisements.

57. Sherman Dodge's online advertisement for the Ram ProMaster City Wagon Tradesman Van with stock number 171825 misrepresented to consumers the price at which Sherman Dodge was required to sell or lease the vehicle.

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58. Sherman Dodge's practice of advertising a vehicle at two different prices misrepresented to consumers, with the intent that consumers rely on the misrepresentation, the price for which Sherman Dodge was obligated to sell or lease the vehicle.

4. Sherman Dodge Advertised the Same Vehicles with Two Different MSRPs

59. Sherman Dodge's online and print advertisements almost always included an MSRP for each advertised vehicle.

60. The MSRP is a price that the automaker suggests for a specific vehicle and typically reflects which options are pre-installed in a vehicle, such as a sunroof, power windows, a particular engine or transmission, or leather seats.

61. In most of Sherman Dodge's advertisements, Sherman Dodge advertises its prices as a savings off of the MSRP, often using the phrase, "SAVE $9,190 OFF MSRP," for example.

62. In several instances, Sherman Dodge advertised the same vehicle with one MSRP in its print advertisements and a different MSRP in its online advertisements.

63. For example, on at least 16 different dates, Sherman Dodge advertised a new 2017 Jeep Renegade with stock number 172181 with an MSRP of $24,120 in its print advertisements and with an MSRP of $24,970 online.

64. On at least 10 different dates, Sherman Dodge advertised a new Ram 1500 Regular Cab with stock number 170204 with an MSRP of $28,592 in its print advertisements and with an MSRP of $29,725 online.

65. Sherman Dodge, by advertising the same vehicle with two different MSRPs, misrepresented to consumers, with the intent that consumers rely on that misrepresentation, the value of the advertised vehicle.

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66. Sherman Dodge, by advertising the same vehicle with two different MSRPs, misrepresented to consumers, with the intent that consumers rely on that misrepresentation, the amount of savings off the MSRP offered by Sherman Dodge's advertised price.

5. Sherman Dodge Sold Vehicles for More than the Advertised Price

67. Sherman Dodge advertised vehicles in both print and online advertisements with a corresponding stock number to specifically identify the vehicle and a sales price for each vehicle.

68. Section 475.310 of the Illinois Motor Vehicle Advertising Regulations requires that all consumers be able to purchase all advertised vehicles at their advertised price. 14 Ill. Adm. Code 475.310.

69. The AVC that Sherman Dodge signed in February 2016 states that Sherman Dodge is prohibited from selling or leasing vehicles for more than the advertised price. *See* ¶ 24(c) of the AVC, attached as Exhibit 1. *See* also 14 Ill. Adm. Code 475.310.

70. Under the AVC, Sherman Dodge must sell or lease all advertised vehicles to consumers for the lowest advertised price, regardless of whether or not consumers knew of the advertised price. *See* ¶ 24(c) of the AVC, attached as Exhibit 1. *See* also 14 Ill. Adm. Code 475.310.

71. In at least 8 instances, Sherman Dodge sold a vehicle at a price that exceeded both the online and print price advertised for that specific vehicle on the date of the sale.

72. For example, from at least May 23, 2017 to June 5, 2017, Sherman Dodge advertised in the Chicago Tribune a 2017 Jeep Cherokee Sport with stock number 172413 for $17,966.

73. From at least May 23, 2017 to May 30, 2017, Sherman Dodge advertised the same 2017 Jeep Cherokee Sport with stock number 172413 on its website, www.shermandodge.com, for $20,285.

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74. On May 29, 2017, Sherman Dodge sold the 2017 Jeep Cherokee Sport with stock number 172413 to a consumer for $28,506.85.

75. Similarly, from at least May 23, 2017 to June 5, 2017, Sherman Dodge advertised a 2017 Chrysler 200 with stock number 170707 in the Chicago Tribune for $12,985.

76. On May 24, 2017, Sherman Dodge advertised the same 2017 Chrysler 200 with stock number 170707 on its website, www.shermandodge.com, for $18,205.

77. On May 24, 2017, Sherman Dodge sold the 2017 Chrysler 200 with stock number 170707 to a consumer for $18,840.

6. Sherman Dodge Advertised a Sale without Lowering Prices

78. Sherman Dodge placed advertisements in the Chicago Tribune and the Chicago Sun-Times that advertised "sales" events.

79. Section 475.370 of the Illinois Motor Vehicle Advertising Regulations prohibits automobile dealerships from advertising a "sale" or other similar term implying a price savings unless the dealership has reduced its advertised prices by a "reasonable amount." 14 Ill. Adm. Code 475.370.

80. The AVC that Sherman Dodge signed in February 2016 states that Sherman Dodge is prohibited from using the words "sale" or "sales event" in an advertisement unless the current selling price of any vehicle listed in the advertisement is reduced by at least 5% from the vehicle's former price. *See* ¶ 27 of the AVC, attached as Exhibit 1. *See* also 14 Ill. Adm. Code 475.370.

81. Even though Sherman Dodge's advertisements touted "sales events," Sherman Dodge did not lower any of its advertised prices for vehicles it had advertised prior to the sales event.

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82. For example, between May 22, 2017 and May 31, 2017, Sherman Dodge placed advertisements in the Chicago Sun-Times and the Chicago Tribune stating that the dealership was having a "Memorial Day Sales Event." *See* Exhibit 2.

83. An example of Sherman Dodge's May 25, 2017 advertisement is attached as Exhibit 2 and an image of the "sales" announcement appears below (circle added):

84. In addition, between May 26, 2017 and May 31, 2017, Sherman Dodge's advertisements in the Chicago Sun-Times and the Chicago Tribune stated that the dealership was having a "72-Hour Super Sale" in addition to the "Memorial Day Sales Event." *See* Sherman Dodge Advertisement of May 26, 2017, Chicago Sun-Times, attached as Exhibit 3.

85. An example of Sherman Dodge's May 26, 2017 advertisement is attached as Exhibit 3 and an image of the "sales" announcement appears below:

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86. The advertisements with the words "72-Hour Super Sale" contained the same vehicles, with the same stock numbers, at the same prices, and with the same financing offers as the advertisements in the days preceding the "72-Hour Super Sale" advertisement. *See* Exhibits 2 and 3.

87. Between June 1, 2017 and June 16, 2017, Sherman Dodge placed advertisements in the Chicago Sun-Times and the Chicago Tribune that did not mention any special sales events. *See* Sherman Dodge Advertisement of June 16, 2017, Chicago Sun-Times, attached as Exhibit 4.

88. On June 19, 2017, Sherman Dodge advertised in the Chicago Sun-Times that the dealership was having a "June Sales Drive!" *See* Sherman Dodge Advertisement of June 19, 2017, Chicago Sun-Times, attached as Exhibit 5.

89. An example of Sherman Dodge's June 19, 2017 advertisement is attached as Exhibit 5 and an image of the "sales" announcement appears below:

90. Sherman Dodge's June 19, 2017, Chicago Sun-Times advertisement contained the exact same stock numbered vehicles for sale at identical prices as advertised between June 1, 2017, and June 16, 2017. *See* Exhibits 4 and 5.

91. The only substantive difference between the June 19, 2017, advertisement and the June 1, 2017, through June 16, 2017, advertisements was the color scheme and illustrations, the

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arrangement of the vehicles in the advertisement, and the words "June Sales Drive!" *See* Exhibits 4 and 5.

7. Sherman Dodge Advertised a Price Comparison without Substantiation

92. When advertising vehicles both on the internet and in print publications, Sherman Dodge often includes terms in its advertisements that compare Sherman Dodge's current price to a higher price, such as an MSRP.

93. Section 475.360 of the Illinois Motor Vehicle Advertising Regulations prohibits automobile dealerships from advertising a price comparison between a current selling price and a higher price unless the advertisement includes a basis for that price comparison. 14 Ill. Adm. Code 475.360.

94. Section 475.210 of the Illinois Motor Vehicle Advertising Regulations prohibits automobile dealerships from advertising an offer to sell a vehicle without disclosing all materials terms and conditions relating to the offer. 14 Ill. Adm. Code 475.210.

95. On several occasions, Sherman Dodge advertised that a price reflected a savings off of a higher price without identifying the source of the higher price or the terms and conditions related to obtaining the savings advertised.

96. On December 10, 2016, and December 11, 2016, Sherman Dodge placed an advertisement in the Chicago Sun-Times for a "Brand New" 2015 Dodge Caravan SE Plus with stock number 152006 for $30,900. *See* Sherman Dodge Advertisement of December 10, 2016, Chicago Sun-Times, attached as Exhibit 6.

97. Immediately above the price and below the make and model description for the advertised vehicle, Sherman Dodge placed the words "SAVE OVER $12,000!" *See* Exhibit 6.

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98. An example of Sherman Dodge's December 10, 2016 advertisement is attached as Exhibit 6 and an image of the price comparison appears below (circle added):

99. Sherman Dodge's advertisement failed to identify the price on which it based its claimed savings of $12,000.

100. Sherman Dodge's advertisement failed to provide terms or conditions relating to the savings advertised.

8. Sherman Dodge Included Limited Rebates in its Advertised Prices

101. Most vehicle manufacturers offer certain rebates and incentives in connection with the sale or lease of a vehicle.

102. For example, a vehicle manufacturer may offer an extra savings of $500 to all customers who purchase a certain make and model in a given month.

103. In addition to rebates or incentives that are made available to all consumers who purchase a certain vehicle at a certain time, manufacturers also offer incentives or rebates to a limited set of customers who meet certain qualifications.

104. For example, many vehicle manufacturers offer rebates for veterans or recent college graduates.

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105. Section 475.530(c) of the Illinois Motor Vehicle Advertising Regulations prohibits automobile dealerships from advertising a price in which limited rebates have been deducted. 14 Ill. Adm. Code 475.530.

106. The AVC that Sherman Dodge signed in February 2016 also prohibited Sherman Dodge from including limited rebates in any of its advertised prices. *See* ¶ 25 of the AVC, attached as Exhibit 1. *See* also 14 Ill. Adm. Code 475.530.

107. Sherman Dodge advertised prices online that were reduced by limited rebates.

108. In at least two instances, consumers attempted to purchase advertised vehicles at the advertised prices but were told they had to pay more because the advertised prices included limited rebates, in violation of the 2016 AVC and Section 475.530(c) of the Illinois Motor Vehicle Advertising Regulations. *See infra* Consumer Illustrations of Darryl Brisker and David Enciso.

9. Sherman Dodge Advertised a Specific Trade-in Allowance and Offered Coupons

109. In addition to online and newspaper advertisements, Sherman Dodge advertises through mailings tailored to specific consumers.

110. On several occasions, Sherman Dodge sent out mailers to consumers inviting them to trade in their current vehicles as part of their purchase of a different vehicle from Sherman Dodge.

111. When a consumer trades in a vehicle, a dealership typically inspects the vehicle and then assigns it a value, or trade-in allowance, which is then deducted from the consumer's purchase price.

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112. Section 475.540 of the Illinois Motor Vehicle Advertising Regulations prohibits automobile dealerships from advertising or offering a specific trade-in allowance or a range of amounts for a traded-in vehicle. 14 Ill. Adm. Code 475.540.

113. The AVC that Sherman Dodge signed in February 2016 also prohibited Sherman Dodge from offering or advertising a specific trade-in amount or range of amounts for a trade-in. *See* ¶ 26 of the AVC, attached as Exhibit 1. *See* also 14 Ill. Adm. Code 475.540.

114. On or about January 2017, Sherman Dodge sent out mailers for a "'Trade In Trade Up' Sales Event." *See* Sherman Dodge January 2017 "Trade In Trade Up" Mailer, attached as Exhibit 7.

115. The January 2017 "Trade In Trade Up' Sales Event" mailers advertised a specific trade-in allowance to consumers. *See* Exhibit 7.

116. In Sherman Dodge's January 2017 "Trade In Trade Up" mailers, Sherman Dodge advertised to at least one specific consumer that the consumer would "save up to an **ADDTITIONAL $3,000*** when you trade in your vehicle!" (emphasis included in the original) and included an image of a check for $3,000. *See* Exhibit 7.

117. An example of Sherman Dodge's "Trade In Trade Up" mailer is attached as Exhibit 7 and an image of the additional savings portion appears below:

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Dear [redacted]

Sherman Dodge Chrysler Jeep RAM invites you to join us as we ring in the New Year during our **"TRADE IN TRADE UP" SALES EVENT!**

During our Trade-In and Trade-Up Sales Event you will save up to an **ADDITIONAL $3,000*** when you trade in your vehicle! This is on top of all other offers!

We want your vehicle! Paid for or not! Our Managers have been authorized to assist you in terminating the remainder of your loan or lease, no matter what you owe! There is a very good chance that when using your Trade-In Bonus Cash your payment may be **EVEN LOWER** than your current payment.

This is a limited time offer - Your vehicle may never be worth more. Hurry, this event ends January 31, 2017!

Please call Matt Horn at (855) 410-0920 to set up your appointment today!

This program is being offered exclusively at Sherman Dodge Chrysler Jeep RAM.

118. On, or about, March 2017, Sherman Dodge sent a direct mailer to consumers advertising a "Key Exchange Event." *See* Sherman Dodge March 2017 "Key Exchange Event" Mailer, attached as Exhibit 8.

119. The March 2017 "Key Exchange Event" mailer advertised a specific trade-in allowance to consumers. *See* Exhibit 8.

120. In the direct mailer, Sherman Dodge stated that it was offering a "$5,000 Appraisal Enhancement." *See* Exhibit 8.

121. In the same March 2017 direct mailer, Sherman Dodge stated, "We are willing to offer you $5,000 above market value for your vehicle." *See* Exhibit 8.

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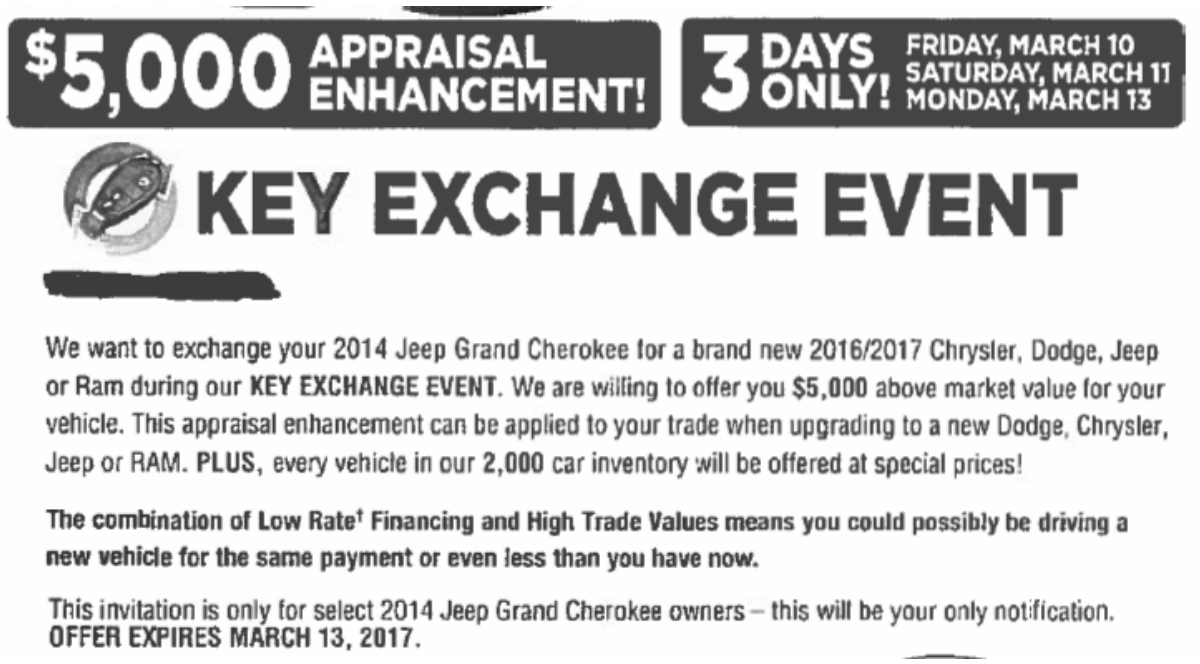
122. An example of Sherman Dodge's March 2017 "Key Exchange Event" mailer is attached as Exhibit 8 and an image of the additional savings portion appears below:



123. Section 2J.1 of the Consumer Fraud Act states that "no coupon shall be offered in connection with any retail sale of a motor vehicle." 815 ILCS 505/2J.1.

124. Sherman Dodge's March 2017 "Key Exchange Event" mailer states that the consumer, by receiving the mailer, has been specifically invited to receive "special prices." *See* Exhibit 8.

125. Sherman Dodge's March 2017 "Key Exchange Event" mailer also included an "Appraisal Enhancement Voucher" for $5,000. See Exhibit 8.

126. An example of Sherman Dodge's March 2017 "Key Exchange Event" mailer is attached as Exhibit 8 and an image of the "Appraisal Enhancement Voucher" appears below:

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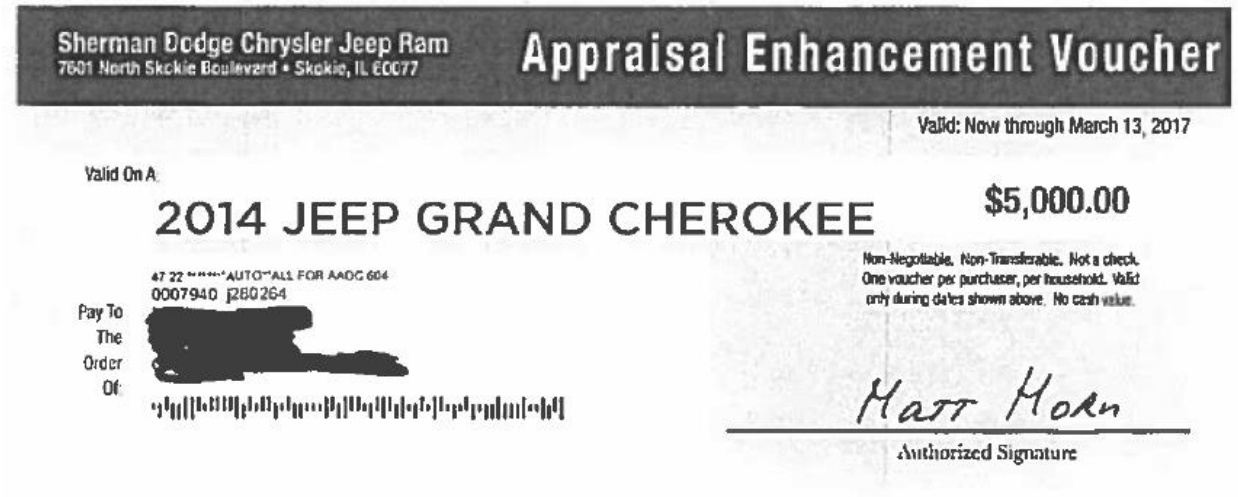
Sherman Dodge Chrysler Jeep Ram
7601 North Skokie Boulevard • Skokie, IL 60077

Appraisal Enhancement Voucher

Valid: Now through March 13, 2017

Valid On A

2014 JEEP GRAND CHEROKEE

$5,000.00

47 22 *****AUTO**ALL FOR AADC 604
0007940 j260264

Pay To The Order Of:

[redacted]

Non-Negotiable. Non-Transferable. Not a check. One voucher per purchaser, per household. Valid only during dates shown above. No cash value.

Matt Horn

Authorized Signature

127. The mailer, by operating as an offer to receive an invitation-only price and by including a voucher to present to the dealership in order to obtain that price, operates as a coupon in connection with the retail sale of a vehicle.

10. <u>Sherman Dodge Included a Fake Check in their Advertisements without Proper Disclosures</u>

128. At the bottom of Sherman Dodge's January 2017 "Trade In Trade Up" mailer, Sherman Dodge included an image of a check for $3,000. *See* Exhibit 7.

129. Section 2X of the Consumer Fraud Act prohibits any business from distributing any advertisement with a simulated check unless the business prints the words "This is not a Check" on the front and back of the simulated check.

130. An example of Sherman Dodge's January 2017 "Trade In Trade Up" mailer is attached as Exhibit 7 and an image of the check portion appears below:

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SHERMAN
On the corner of Crawford & Howard In Skokie
Jeep
Valid Now through January 31, 2017
Up to $ 3,000.00 *
Amount Three Thousand Dollars and 00/100
11 ******AUTO**SCH 5-DIGIT 60004
0000311 j276531
Pay to the order of [redacted]
Matt Horn
Authorized Signature
*Owners of trading in a Pick up will save an addition $2,000 - $3,000 when purchasing a New 2016 Ram 1500. Jeep owners save an additional $1,000 when purchasing a New 2016 Jeep Cherokee or Grand Cherokee.
:1220 247: 0737 9308

131. The check appears authentic, in the standard shape of a check, with a patterned background, and a series of numbers to indicate an account number and routing number. *See* Exhibit 7.

132. The check is made out to the consumer and contains a signature of a representative of Sherman Dodge. *See* Exhibit 7.

133. The check does not contain the words, "This is not a check," on either the front or back.

134. The check also operates as a coupon by inviting a specific consumer to obtain a discount of $3,000 toward the retail purchase of a motor vehicle.

11. <u>Sherman Dodge's Advertisement Fails to Disclose Consumers' Responsibility for Negative Equity on Trade-Ins</u>

135. Sherman Dodge, in the process of advertising, offering for sale, and selling motor vehicles, encouraged consumers to trade in their current vehicle as part of their purchase of a new vehicle.

136. Many consumers who trade in a vehicle in conjunction with their purchase of a vehicle have an unpaid loan on the vehicle.

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137. In many instances, the amount of the unpaid loan on the vehicle being traded in exceeds the value of the vehicle.

138. The difference between the amount of the unpaid loan and the value of the vehicle is often referred to as negative equity.

139. When a consumer trades in a vehicle that has negative equity, the amount of the negative equity is often rolled into or added to the cost of the new purchase.

140. Sherman Dodge omitted from its advertisements that consumers may be responsible for any negative equity on a trade-in vehicle.

141. Sherman Dodge's January 2017 "Trade In Trade Up" direct mailer stated that the dealership will help consumers terminate their loan regardless of how much a consumer owed on his trade-in vehicle and that the consumer could have an even lower payment after trading the vehicle in and purchasing a new car. *See* Exhibit 7.

142. An example of Sherman Dodge's January 2017 "Trade In Trade Up" mailer is attached as Exhibit 7 and an image of the text referring to a consumer's payments after trading-in a vehicle appears below:

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Dear [redacted]

Sherman Dodge Chrysler Jeep RAM invites you to join us as we ring in the New Year during our **"TRADE IN TRADE UP" SALES EVENT!**

During our Trade-In and Trade-Up Sales Event you will save up to an **ADDITIONAL $3,000*** when you trade in your vehicle! This is on top of all other offers!

We want your vehicle! Paid for or not! Our Managers have been authorized to assist you in terminating the remainder of your loan or lease, no matter what you owe! There is a very good chance that when using your Trade-In Bonus Cash your payment may be **EVEN LOWER** than your current payment.

This is a limited time offer - Your vehicle may never be worth more. Hurry, this event ends January 31, 2017!

Please call Matt Horn at (855) 410-0920 to set up your appointment today!

This program is being offered exclusively at Sherman Dodge Chrysler Jeep RAM.

143. Sherman Dodge's January 2017 "Trade In Trade Up" direct mailer failed to disclose that a consumer may still be responsible for any negative equity on their trade-in and that the amount of the negative equity may be rolled into or added to the purchase of their new vehicle.

144. Sherman Dodge, by advertising that the dealership will terminate a consumer's loan no matter what the consumer owes, omitted the material fact, with the intent that the consumer rely on the omission, that the consumer will still be responsible for any negative equity in the traded-in vehicle and that the amount of negative equity may be rolled into or added to the purchase of their new vehicle.

145. Sherman Dodge, by advertising that the dealership will terminate the consumer's loan no matter what the consumer owes, misrepresented to the consumer, with the intent that the consumer rely on the misrepresentation, that when the consumer trades-in his vehicle Sherman Dodge will terminate his responsibility for the balance of the loan on the trade-in, even though if

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the dealership values the consumer's traded-in vehicle for less than the balance of the loan and thus will roll the remaining balance into the consumer's new loan for the purchase of a new vehicle.

12. Sherman Dodge Advertised Free Gifts in Connection with the Purchase or Lease of a Vehicle

146. In or around November 2018, Sherman Dodge advertised on its website a "96 Hour Mega Black Friday Sale." *See* Sherman Dodge November 2018 "96 Hour Mega Black Friday Sale" Online Advertisement, attached as Exhibit 9.

147. Section 475.590 of the Illinois Motor Vehicle Advertising Regulations prohibits dealerships from advertising or offering free gifts in connection with the purchase of a vehicle. 14 Ill. Adm. Code 475.590.

148. As part of the "96 Hour Mega Black Friday Sale" advertisement, Sherman Dodge stated that the dealership was offering "Giveaways" including "Big Screen TV's," Xboxes, iPads, and Apple Watches. *See* Exhibit 9.

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149. An example of Sherman Dodge's "96 Hour Mega Black Friday Sale" advertisement is attached as Exhibit 9 and appears below:

150. Sherman Dodge's "96 Hour Mega Black Friday Sale" advertisement offers free gifts to consumers in connection with the purchase of a vehicle.

13. Sherman Dodge Advertises Loans to Bankrupts

151. Sherman Dodge, through its website, www.urapprovedcredit.com, invites consumers to shop for new and used vehicles and offers to help consumers obtain financing for their purchase.

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152. Illinois prohibits businesses from stating or implying in an advertisement that a person who has been adjudicated a bankrupt will receive a loan or extension of credit. 815 ILCS 185/1.

153. Sherman Dodge's website, www.urapprovedcredit.com, contains the following language, "With our lender network offering low rates, fast approvals, instant and flexible terms for the car loans for your new or used or vehicles, there is not a better option on the internet for your next car financing needs except U R Approved. If past credit problems are keeping you from driving the car you need, then help could be just a click away. Bankruptcy, Divorced, Slow Credit, No Credit ... NO PROBLEM!"

154. Sherman Dodge, through its website www.urapprovedcredit.com, advertises specifically to people with bad credit, including individuals who have been adjudged a bankrupt.

C. Sherman Dodge Failed to Promptly Satisfy a Lien on a Traded-in Vehicle

155. Sherman Dodge, in the process of advertising, offering for sale, and selling motor vehicles, accepted trade-in vehicles from consumers as payment toward the price of a vehicle purchase.

156. Often, these consumers had an unpaid loan balance on their trade-in vehicle, secured by a lien against the title for the vehicle.

157. Sherman Dodge gave consumers a trade-in allowance toward their new purchase for the value of the vehicle being traded in.

158. Sherman Dodge deducts from the trade-in allowance any amount owed on the traded-in vehicles.

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159. As part of the purchase of a vehicle from Sherman Dodge, consumers signed paperwork transferring ownership of the traded-in vehicle to Sherman Dodge and surrendered physical possession of the traded-in vehicle to Sherman Dodge.

160. As part of the consumer's purchase, Sherman Dodge is required to satisfy the lien on the traded-in vehicle within 21 days. 815 ILCS 505/2ZZ.

161. In at least one instance, Sherman Dodge did not satisfy the lien on a traded-in vehicle until 50 days after the consumer traded-in the vehicle. *See infra* Consumer Illustration of Juliette Syas.

162. As a result of Sherman Dodge's failure to promptly satisfy the lien on the traded-in vehicle, the consumer had to make an additional payment of $2,252 toward the loan for that vehicle.

VII. CONSUMER ILLUSTRATIONS

163. Since entering into the AVC with Sherman Dodge in February 2016, the Office of the Attorney General has received 121 complaints from consumers relating to the business practices of Sherman Dodge. The unlawful conduct of Sherman Dodge is ongoing and continuous. Therefore, any examples of specific consumer experiences are illustrations and should not be construed as the only instances in which an Illinois consumer was harmed or could potentially be harmed by Sherman Dodge. Plaintiff reserves the right to introduce evidence of other instances of Sherman Dodge's unfair or deceptive acts or practices alleged herein, including those pertaining to consumers other than those who have complained to the Office of the Attorney General.

A. Mr. Zygmunt Sokolnicki – Failure to Honor Advertised Price/Bait and Switch

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164. On at least 30 dates between May 23, 2017 and July 17, 2017, Sherman Dodge placed an advertisement in the Chicago Tribune for a 2017 Dodge Caravan, with a stock number of 170920, at a price of $16,900.

165. The 2017 Dodge Caravan with a stock number of 170920 was the only Dodge Caravan advertised by Sherman Dodge in the Chicago Tribune between May 23, 2017 and July 17, 2017.

166. In June 2017, consumer Zygmunt Sokolnicki saw Sherman Dodge's advertisement in the Chicago Tribune for a Dodge Caravan for $16,900.

167. In June 2017, Mr. Sokolnicki visited Sherman Dodge and asked to purchase the Dodge Caravan listed in Sherman Dodge's Chicago Tribune Advertisement for $16,900.

168. While at Sherman Dodge's dealership in June 2017, Sherman Dodge told Mr. Sokolnicki that the advertisement was a few days old and that the vehicle advertised had already been sold.

169. The sales representative then offered to sell Mr. Sokolnicki other 2017 Dodge Caravans for two to three thousand dollars more than the Dodge Caravan in Sherman Dodge's advertisement.

170. The 2017 Dodge Caravan with stock number 170920 was available for purchase by Mr. Sokolnicki when he visited Sherman Dodge in June 2017.

171. Sherman Dodge did not sell the 2017 Dodge Caravan with the stock number 170920 until on or around July 14, 2017.

B. Mr. Darryl Brisker – Sale of Vehicle for More than the Advertised Price, Limited Rebates in Advertised Price, Failure to include Terms and Conditions

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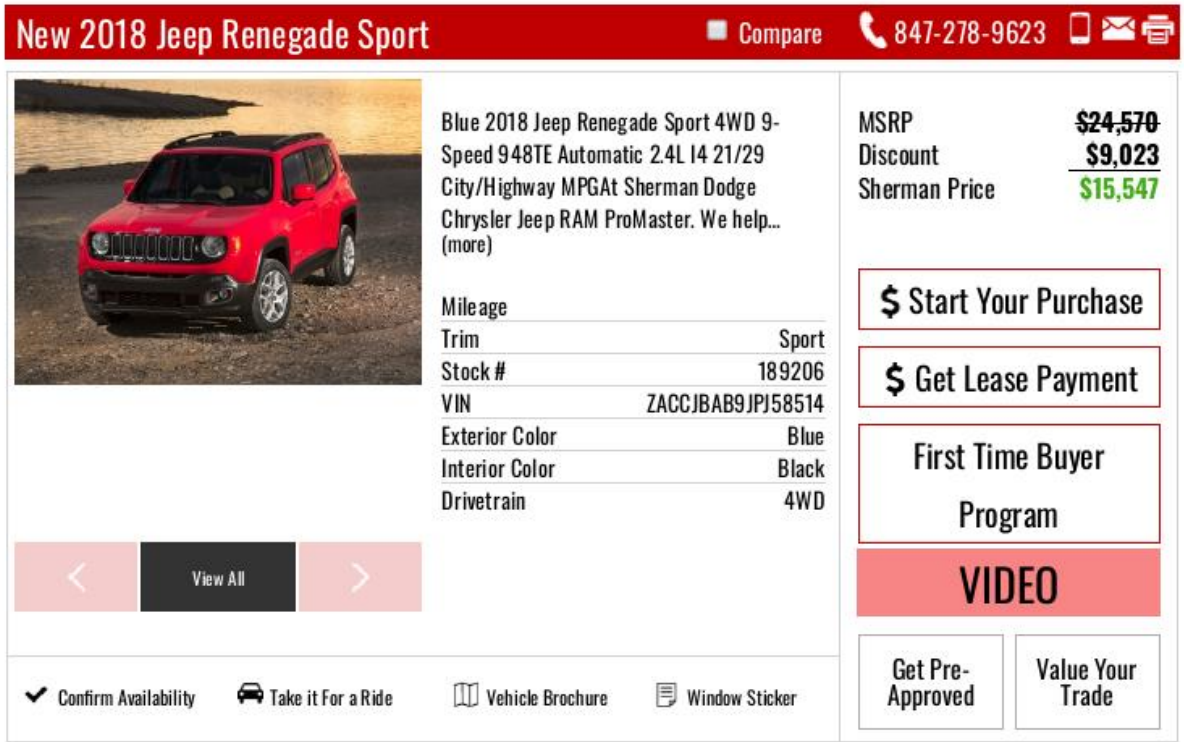
172. On February 14, 2019, consumer Darryl Brisker saw an advertisement on Sherman Dodge's website for a 2018 Jeep Renegade with a discount of approximately $9,000 off the MSRP.

173. On February 15, 2019, Sherman Dodge advertised the 2018 Jeep Renegade with stock number 189206 for sale for $15,547, after a discount of $9,023 off the MSRP of $24,570. *See* Sherman Dodge February 15, 2019 online advertisement of the 2018 Jeep Renegade Sport Stock #189206, as pulled from Google Web cache on March 14, 2019, attached as Exhibit 10.

174. On February 15, 2019, Mr. Brisker visited Sherman Dodge's dealership to purchase a 2018 Jeep Renegade.

175. An example of Sherman Dodge's February 15, 2019 online advertisement of the 2018 Jeep Renegade Sport Stock #189206, attached as Exhibit 10, appears below:



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176. Sherman Dodge's February 15, 2019 online advertisement of the 2018 Jeep Renegade Sport with stock number 189206 does not provide any terms or conditions for the $9,023 discount included in the advertisement. *See* Exhibit 10.

177. On February 15, 2019, Sherman Dodge sold the 2018 Jeep Renegade Sport with stock number 189206 to Mr. Brisker for $33,147.47 with $5,500 in rebates. *See* Darryl Brisker Contract to Purchase 2018 Jeep Renegade Sport, attached as Exhibit 11.

178. After deducting the rebates, Mr. Brisker paid $27,647.47 for the 2018 Jeep Renegade Sport with stock number 189206, $12,100.47 more than the price advertised on Sherman Dodge's website on the date of his purchase. *See* Exhibits 10 and 11.

179. On February 25, 2019, Mr. Brisker filed a complaint with the Office of the Illinois Attorney General about his purchase of the 2018 Jeep Renegade Sport with stock number 189206 from Sherman Dodge.

180. On March 18, 2019, the Office of the Illinois Attorney General forwarded the complaint on to Sherman Dodge for a response, as part of its informal complaint mediation process between the consumer and the business.

181. On March 18, 2019, Sherman Dodge responded to the consumer complaint by sending, attached to an email, a letter to our office that stated, in part:

> The Numbers Mr. Brisker has referred to are false. The price of the vehicle was $33,147.47; we gave Mr. Brisker $9,500 for his Gross Trade in Allowance which brings the price down to $23,647.47. Mr. Brisker qualified for $5,500 in rebates. Which brings the price to $18,147.47? Mr Brisker needed to pay for taxes, title and license as well. After taxes, title and license the total was $20,839.30. (As shown on buyers guide). . .

See Response to Complaint 2019-CONSL- 91264, attached as Exhibit 12.

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182. On March 26, 2019, Sherman Dodge, in a subsequent response to the Office of the Illinois Attorney General, refunded to Mr. Brisker the $12,100.47 he paid above the advertised price for his 2018 Jeep Renegade Sport.

C. Mr. David Enciso – Limited Rebates in Advertised Prices

183. In or around December 2017, consumer David Enciso saw an advertisement for a 2017 Jeep Renegade with stock number 173132 on Sherman Dodge's website, www.shermandodge.com.

184. In or around December 2017, Mr. Enciso sent an email to Sherman Dodge requesting information about a 2017 Jeep Renegade with stock number 173132.

185. On or about December 26, 2017, Sherman Dodge emailed Mr. Enciso confirming that the advertised vehicle was available for $23,132.

186. On or about December 30, 2017, Mr. Enciso visited Sherman Dodge to purchase the 2017 Jeep Renegade with stock number 173132.

187. During his visit to the dealership, Sherman Dodge told Mr. Enciso that he could not purchase the vehicle for the advertised price of $23,132 because he did not qualify for all of the rebates included in the price.

188. Specifically, Sherman Dodge told Mr. Enciso that he could not purchase the vehicle at the advertised price because he was not a farmer, recent graduate, member of the military, or retired.

189. On or about, January 1, 2018, Mr. Enciso filed a complaint with the Office of the Illinois Attorney General about his inability to purchase a vehicle at the advertised price from Sherman Dodge.

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190. On or about January 11, 2018, the Office of the Illinois Attorney General forwarded the complaint on to Sherman Dodge for a response, as part of its informal complaint mediation process between the consumer and the business.

191. On or about January 11, 2018, Sherman Dodge responded to the consumer complaint by sending, attached to an email, a letter to our office that stated: "All prices online include all available rebates and incentives. Some may require quilifications [sic]. We do apologize for any misunderstanding or miscommunication via email. We do our best to give our customers all the savings we can." *See* Response to Complaint 2018-CONSL- 66491, attached as Exhibit 13. However, regardless of any misunderstanding or miscommunication, it is a violation of law and of the terms of the AVC to advertise a sales price that includes a limited rebate.

D. Ms. Juliette Syas – Failure to Pay Off a Traded-in Vehicle within 21 Days

192. On or about April 5, 2017, Juliette Syas, a senior citizen, went to Sherman Dodge's vehicle dealership to purchase a vehicle.

193. At the time of her visit to Sherman Dodge's dealership, Ms. Syas owned a 2007 Jeep Grand Cherokee.

194. At the time of her visit to Sherman Dodge's dealership, Ms. Syas had an outstanding loan of $22,700 from Alphera Financial Services, secured by a lien on the 2007 Jeep Grand Cherokee.

195. While at the dealership, Ms. Syas decided to purchase a used 2014 Mercedes E350.

196. As part of her purchase of the 2014 Mercedes E350, Ms. Syas traded in her 2007 Jeep Grand Cherokee.

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197. Sherman Dodge gave Ms. Syas a trade-in allowance of $19,000 for her 2007 Jeep Grand Cherokee. *See* Juliette Syas Contract to Purchase 2014 Mercedes E350, attached as Exhibit 14.

198. The trade-in allowance went to pay down the $22,700 balance on her loan, however, there remained a $3,700 loan balance on her loan secured by the traded in Jeep Grand Cherokee. *See* Exhibit 14.

199. The $3,700 of negative equity was added to her purchase of the 2014 Mercedes E350. *See* Exhibit 14.

200. As part of the purchase, Sherman Dodge agreed to pay off the outstanding loan secured by a lien on the 2007 Jeep Grand Cherokee.

201. Sherman Dodge failed to promptly pay off the outstanding loan secured by a lien on the 2007 Jeep Grand Cherokee within 21 days.

202. After trading in the 2007 Jeep Grand Cherokee, Ms. Syas received two overdue notices from Alphera Financial Service regarding outstanding payments due on the vehicle.

203. In order to prevent damage to her credit, Ms. Syas paid $2,252.00 to Alphera Financial Service for the 2007 Jeep Grand Cherokee she had already traded in to Sherman Dodge.

204. After receiving the notices from Alphera, Ms. Syas called Sherman Dodge who promised to pay off the loan promptly, but then delayed doing so.

205. On one occasion, Christopher Syas, Ms. Syas' son, visited Sherman Dodge to demand that it pay off Ms. Syas' loan.

206. On or about May 12, 2017, Ms. Syas filed a consumer complaint with the Office of the Illinois Attorney General.

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207. On or about May 24, 2017, Plaintiff reached out to Sherman Dodge to inform it of Ms. Syas' complaint.

208. On or about May 25, 2017, approximately 50 days after Ms. Syas traded in her 2007 Jeep Grand Cherokee, Sherman Dodge paid off the loan secured by a lien on the traded-in vehicle.

E. Dyrell Lee – Failure to Sell Advertised Vehicle/Bait and Switch

209. In or around mid-July 2018, consumer Dyrell Lee saw an advertisement on television for Sherman Dodge.

210. In or around mid-July 2018, Ms. Lee called the phone number in the advertisement and spoke with Sherman Dodge.

211. Sherman Dodge told Ms. Lee to check its website for any cars that might interest her and sent Ms. Lee a text message with a link to www.urapprovedcredit.com.

212. In or around mid-July 2018 after visiting Sherman Dodge's website, Ms. Lee called Sherman Dodge and asked about two vehicles she had seen on the website: a used 2015 Jeep Compass with stock number JM0024 advertised for $9,990 and a used 2008 Audi Q7 with stock number 187440A advertised for $11,995.

213. Sherman Dodge confirmed over the phone that both the 2015 Jeep Compass and the 2008 Audi Q7 were in stock and available for purchase.

214. On or about July 14, 2018, Ms. Lee visited Sherman Dodge and asked to see the 2015 Jeep Compass and the 2008 Audi Q7.

215. Sherman Dodge told Ms. Lee that she could not purchase either vehicle.

216. Sherman Dodge instead only offered to sell Ms. Lee a 2015 Nissan Sentra for $12,134.

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217. Sherman Dodge continued to advertise both the 2015 Jeep Compass and the 2008 Audi Q7 on its website, www.urapprovedcredit.com, through at least July 23, 2018.

218. Sherman Dodge ultimately sold the 2015 Jeep Compass in or around September 2018 and the 2008 Audi Q7 in or around August 2018.

VIII. RELEVANT STATUTES

219. Section 2 of the Consumer Fraud Act provides:

> Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965 [815 ILCS 510/2], in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act.
>
> 815 ILCS 505/2

220. Section 6.1 of the Consumer Fraud Act provides in part:

> Evidence of a violation of an Assurance of Voluntary Compliance shall be prima facie evidence of a violation of this Act in any subsequent proceeding brought by the Attorney General against the alleged violator.
>
> 815 ILCS 505/6.1

221. Section 2J.1 of the Consumer Fraud Act provides:

> Any retail seller, or motor vehicle dealer within the meaning of Chapter 5 of the Illinois Vehicle Code, who publishes or issues

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coupons for use by consumers in the purchase of specific items of merchandise in the retail outlet of the seller, or established place of business, and represents that presentation of a coupon permits the purchase of a specific item of merchandise for less than the regular price shall clearly state (a) the discount or (b) the fact that the coupon featured price is a "sale" price to which the presenter is entitled. No coupon shall be offered in connection with any retail sale of a motor vehicle.

815 ILCS 505/2J.1

222. Section 2X of the Consumer Fraud Act provides:

It is an unlawful practice for any person to promote or advertise any business, product or interest in property by means of distributing documents designed to simulate checks or other negotiable instruments unless such instrument has printed upon both its front and back, the following statement: "This is not a Check". However, it is not an unlawful practice under this Section for a person to distribute for commercial purposes a sample or specimen of a check or other instrument which is used to solicit orders for the sale of that instrument and which is clearly marked as a non-negotiable sample or specimen.

815 ILCS 505/2X

223. Section 2ZZ of the Consumer Fraud Act provides:

(a) When a motor vehicle dealer, as defined by Sections 5-101 or 5-102 of the Illinois Vehicle Code, enters into a retail transaction where a consumer trades in or sells a vehicle that is subject to a lien, the dealer shall:
   (1) within 21 calendar days of the date of sale remit payment to the lien holder to pay off the lien on the traded-in or sold motor vehicle, unless the underlying contract has been rescinded before expiration of 21 calendar days; and
   (2) fully comply with Section 2C of this Act.
(b) A motor vehicle dealer who violates this Section commits an unlawful practice within the meaning of this Act.
(c) For the purposes of this Section, the term "date of sale" shall be the date the parties entered into the transaction as evidenced by the date written in the contract executed by the parties, or the date the motor vehicle dealership took possession of the traded-in or sold vehicle. In the event the date of the contract differs from the date the motor vehicle dealership took possession of the traded-in vehicle, the "date of sale" shall be the date the

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> motor vehicle dealership took possession of the traded-in vehicle.

815 ILCS 505/2ZZ

224. Section 1 of the Loan Advertising to Bankrupts Act provides as follows:

> No person engaged in the business of making loans or of selling any property or services under installment contracts or charge agreements may include in any solicitation of or advertisement for such business any language stating or implying that a loan or extension of credit will be made to a person who has been adjudged a bankrupt.

815 ILCS 185/1

225. Pursuant to Section 4 of the Consumer Fraud Act, the Illinois Attorney General promulgated the Illinois Administrative Rules on Motor Vehicle Advertising, 14 Ill. Adm. Code Section 475, which have the force of law.

226. Section 475 of the Illinois Administrative Code, in relevant portions, provides as follows:

Sec. 475.210 Clear and Conspicuous – Disclosure of Material Terms

> It is an unfair or deceptive act to advertise, offer for sale or sell any motor vehicle without disclosing all material terms and conditions relating to the offer clearly and conspicuously at the outset of the offer so as to leave no reasonable probability that the offering might be misunderstood. Material terms include, without limitation, those mandated by federal law including, but not limited to, those Acts listed in Section 475.250, or state law, or without which the advertisement would be false or misleading.

14 Ill. Adm. Code 475.210

Sec. 475.310 Advertised Price

> It is an unfair or deceptive act to advertise the total price of a motor vehicle without including in the advertised price all costs to the purchaser at the time of sale, or which are necessary or usual prior

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> to delivery of such vehicle to a purchaser, including any costs of delivery, dealer preparation and any other charges of any nature . . . . Purchasers shall be able to purchase all vehicles described by the advertisement at the advertised price.
>
> 14 Ill. Adm. Code 475.310

Sec. 475.370. Sales

> It is an unfair or deceptive act to advertise the words "sale", "discount", "savings", "price cut", "reduced", "clearance", "tent sale", and other similar terms, which state or imply a price savings, unless the current selling price of the vehicle is reduced by a reasonable amount from the vehicle's former (regular) price . . . . It is an unfair or deceptive act to advertise the words "sale", "discount", "savings", "price cut", "reduced", "clearance", "tent sale", and other similar terms that state or imply a price savings, without disclosing the duration of the words that state or imply a price savings by stating the number of days or termination date.
>
> 14 Ill. Adm. Code 475.370

Sec. 475.540. Trade-Ins

> a) It is an unfair or deceptive act to advertise or offer a specific trade-in allowance (i.e., "$2500 minimum trade-in"), or a range of amounts for trade-ins (e.g., "up to $1,000" or "as much as $1,000"), including, without limitation, that the trade-in will be valued at a specific amount or guaranteed minimum amount.
>
> 14 Ill. Adm. Code 475.540

Sec. 475.360 Disclosure of Basis for Price Comparison

> a) It is an unfair or deceptive act to advertise any advertising term(s) which compare the dealer's current selling price with a higher price, explicitly or implicitly, unless the basis for the price comparison is clearly and conspicuously disclosed; . . . .
>
> 14 Ill. Adm. Code 475.360

Sec. 475.530 Rebates

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c) Dealers may advertise the availability of a limited rebate if the terms of the limitation are clearly and conspicuously disclosed. It is an unfair or deceptive act for any dealer to advertise a price or amount of an installment payment in which limited rebates have been deducted, or to advertise a total amount of rebate if a portion of the total consists of a limited rebate.

14 Ill. Adm. Code 475.530

Sec. 475.590 Gifts and Free Offers

a) It is an unfair or deceptive act to advertise or offer free prizes, gifts or other incentives in connection with the purchase or lease of a vehicle where the vehicle is sold or leased at a price arrived at through bargaining or negotiation, unless the dealer meets the requirements of subsection (b) of this Section.

14 ll. Adm. Code 475.590(a)

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IX. VIOLATIONS OF LAW

COUNT I: VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD ACT

227. The People re-allege and incorporate by reference the allegations of Paragraphs 1 to 226.

228. While engaged in a course of trade or commerce, Sherman Dodge committed the following unfair and/or deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2:

a. Misrepresenting to consumers in an advertisement, with the intent that consumers rely on the misrepresentation, that a vehicle was available for purchase even though Sherman Dodge had already sold or leased the vehicle;

b. Misrepresenting to consumers in an advertisement, with the intent that consumers rely on the misrepresentation, that a vehicle was available for purchase and then failing to make the vehicle available for purchase;

c. Misrepresenting to consumers in an advertisement, with the intent that consumers rely on the misrepresentation, the price at which Sherman Dodge was obligated to sell a vehicle by advertising the same vehicle at different prices in its online and print advertisements;

d. Misrepresenting to consumers in an advertisement, with the intent that consumers rely on the misrepresentation, the amount of savings offered by Sherman Dodge's price by advertising different MSRPs for the same vehicle in its online and print advertisements;

e. Misrepresenting to consumers in an advertisement, with the intent that consumers rely on the misrepresentation, the amount of savings offered by Sherman Dodge's advertised price by misstating the MSRP of a vehicle;

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f. Omitting from an advertisement, with the intent that consumers rely on the omission, the material fact that when Sherman Dodge pays off a consumer's existing loan or lease on a vehicle traded-in as part of a purchase that the consumer will remain responsible for any negative equity on the traded-in vehicle;

g. Misrepresenting to consumers in an advertisement, with the intent that consumers rely on the misrepresentation, that Sherman Dodge will eliminate a consumer's financial responsibility for the entire balance of an existing loan even though Sherman Dodge may roll part of the balance into a subsequent loan for the purchase of a new vehicle;

h. Unfairly placing an advertisement that offers to obtain financing to purchase an automobile to persons adjudged bankrupt in violation of public policy stated in Section 1 of the Loan Advertising to Bankrupts Act, 815 ILCS 185/1; and

i. Violating the 2016 Assurance of Voluntary Compliance entered into with the Illinois Attorney General, which, under Section 6.1 of the Consumer Fraud Act, 815 ILCS 505/6.1, is prima facie evidence of a violation of Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by engaging in the following acts or practices:

    i. Misrepresenting to consumers, in an advertisement, that a vehicle was available for purchase even though Sherman Dodge had already sold or leased the vehicle;

    ii. Selling or leasing vehicles for more than the advertised price;

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iii. Failing to make available to the public all vehicles described by its advertisements at the advertised price;

iv. Selling or leasing advertised vehicles to consumers for more than the lowest advertised price, regardless of whether or not consumers knew of the advertised price;

v. Including limited rebates in its advertised prices;

vi. Offering or advertising a specific trade-in amount for a trade-in; and

vii. Advertising with the words "sale" or "sales event" without reducing the current selling price of any vehicle listed in its advertisement by at least 5% from the vehicle's former price.

229. While engaged in a course of trade or commerce Sherman Dodge violated Section 2J.1 of the Consumer Fraud Act, 815 ILCS 505/2J.1, by offering a coupon in connection with the retail sale of a motor vehicle.

230. While engaged in a course of trade or commerce Sherman Dodge violated Section 2X of the Consumer Fraud Act, 815 ILCS 505/2X, by distributing a document designed to simulate a check without printing the words, "This is not a Check," on the front and back of the check.

231. While engaged in a course of trade or commerce Sherman Dodge violated Section 2ZZ of the Consumer Fraud Act, 815 ILCS 505/2ZZ, by failing to pay off the lien on a vehicle traded-in to Sherman Dodge as part of a retail transaction within 21 calendar days of the transaction.

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COUNT II: VIOLATIONS OF THE ILLINOIS MOTOR VEHICLE ADVERTISING REGULATIONS

232. The People re-allege and incorporate by reference the allegations of Paragraphs 1 to 231.

233. Sherman Dodge violated the Illinois Motor Vehicle Advertising Regulations, 14 Ill. Adm. Code 475.110, *et seq.*, thereby committing deceptive and unfair acts and practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 404/2 by:

a. Advertising an offer to sell a vehicle without disclosing all materials terms and conditions relating to the offer in violation of Section 475.210;

b. Selling advertised vehicles to consumers for more than the advertised price in violation of Section 475.310;

c. Advertising an advertising term which compared the dealer's then selling price with a higher price without clearly and conspicuously disclosing the basis for the price comparison in violation of Section 475.360;

d. Advertising the words "sale" and other similar terms that imply a price savings without reducing the selling price of its vehicles by a reasonable amount compared to its former price in violation of Section 475.370;

e. Advertising a price in which limited rebates have been deducted in violation of Section 475.530;

f. Advertising or offering a specific trade-in allowance or a range of amounts for a trade-in in violation of Section 475.540; and

g. Advertising or offering a free gift in connection with the purchase or lease of a vehicle where the vehicle is sold or leased at a price arrived at through bargaining or negotiation in violation of Section 475.590.

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X. PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this Honorable Court enter an Order:

A. Finding that Sherman Dodge has engaged in trade or commerce within the meaning of Section 1(f) of the Consumer Fraud Act;

B. Finding that Sherman Dodge violated the 2016 Assurance of Voluntary Compliance;

C. Finding that Sherman Dodge violated Section 2 of the Consumer Fraud Act by engaging in unfair and deceptive acts or practices, including the acts and practices in violation of the 2016 Assurance of Voluntary Compliance;

D. Finding that Sherman Dodge violated Section 2J.1 of the Consumer Fraud Act;

E. Finding that Sherman Dodge violated Section 2X of the Consumer Fraud Act;

F. Finding that Sherman Dodge violated Section 2ZZ of the Consumer Fraud Act;

G. Finding that Sherman Dodge violated the Motor Vehicle Advertising Regulations and thereby violated Section 2 of the Consumer Fraud Act;

H. Preliminarily and permanently enjoining Sherman Dodge, acting alone or in concert with others, from engaging in the acts or practices that violate the Consumer Fraud Act, including, but not limited to, the unlawful acts and practices described herein;

I. Declaring that all contracts entered into between Sherman Dodge and consumers by the use of methods and practices declared unlawful are rescinded;

J. Requiring Sherman Dodge to pay full restitution to consumers;

K. Ordering Sherman Dodge to pay a civil penalty of $50,000.00 per deceptive act or practice, and an additional amount of $50,000 for each act or practice found to have been

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committed with the intent to defraud as provided in Section 7 of the Consumer Fraud Act, 815 ILCS 505/7;

L. Assessing an additional civil penalty in the amount of $10,000 per deceptive act or practice found by the Court to have been committed by Sherman Dodge against a person 65 years of age and older as provided in Section 7 of the Consumer Fraud Act, 815 ILCS 505/7;

M. Requiring Sherman Dodge to pay all costs incurred by the Attorney General for the investigation and prosecution of this action, as provided by Section 10 of the Consumer Fraud Act, 815 ILCS 505/10; and

N. Providing such other and further equitable relief as justice and equity may require.

Respectfully Submitted,

THE PEOPLE OF THE STATE OF
ILLINOIS, by KWAME RAOUL,
ATTORNEY GENERAL OF ILLINOIS

BY: /s/*Jacob Gilbert*
Jacob Gilbert

Assistant Attorney General
Consumer Fraud Bureau

KWAME RAOUL
Illinois Attorney General

SUSAN ELLIS, Chief
Consumer Protection Division

GREG GRZESKIEWICZ, Bureau Chief
Consumer Fraud Bureau

ANDREW DOUGHERTY, Assistant Bureau Chief
Consumer Fraud Bureau

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AGNES PTASZNIK, Unit Supervisor
Consumer Fraud Bureau

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CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

10051828

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge,

Defendant.

Case No. 20 CH _____

INDEX OF EXHIBITS TO THE COMPLAINT

1. Assurance of Voluntary Compliance between Skokie Motor Sales, Inc. d/b/a Sherman Dodge and the Office of the Illinois Attorney General, February 17, 2016.
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3. Sherman Dodge Advertisement of May 26, 2017, Chicago Sun-Times.
4. Sherman Dodge Advertisement of June 16, 2017 Chicago Sun-Times.
5. Sherman Dodge Advertisement of June 19, 2017, Chicago Sun-Times.
6. Sherman Dodge Advertisement of December 10, 2016, Chicago Sun-Times (Circle added).
7. Sherman Dodge January 2017 "Trade In Trade Up" Mailer.
8. Sherman Dodge March 2017 "Key Exchange Event" Mailer.
9. Sherman Dodge November 2018 "96 Hour Mega Black Friday Sale" Online Advertisement.
10. Sherman Dodge February 15, 2019 online advertisement of the 2018 Jeep Renegade Sport Stock #189206, as pulled from Google Web cache on March 14, 2019.
11. Darryl Brisker Contract to Purchase 2018 Jeep Renegade Sport.
12. Response to Complaint 2019-CONSL- 91264.
13. Response to Complaint 2018-CONSL- 66491.
14. Juliette Syas Contract to Purchase 2014 Mercedes E350.

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THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

10051828

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 1

Assurance of Voluntary Compliance between Skokie Motor Sales, Inc. d/b/a Sherman Dodge and the Office of the Illinois Attorney General, February 17, 2016

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STATE OF ILLINOIS)
) **2016- AVC-____-C**
COUNTY OF COOK)

IN THE MATTER OF: SKOKIE MOTOR SALES, INC. d/b/a/ Sherman Dodge, David R. Dickens, President

ASSURANCE OF VOLUNTARY COMPLIANCE

The PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General, and SKOKIE MOTOR SALES, INC., an Illinois corporation, d/b/a SHERMAN DODGE ("RESPONDENT" or "SHERMAN DODGE") enter into this Assurance of Voluntary Compliance, (hereinafter "AVC") pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (2005) (hereinafter "Consumer Fraud Act").

I. AUTHORITY

1. The PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of Illinois, have authority to enter into and accept this AVC pursuant to 815 ILCS 505/6.1 of the Consumer Fraud and Deceptive Business Practices Act.

II. PARTIES

2. LISA MADIGAN is the duly elected Attorney General of Illinois and as such has the authority to enforce the Consumer Fraud Act.

3. SHERMAN DODGE is an Illinois corporation with its principal place of business in Skokie, Illinois.

4. At all relevant times, SKOKIE MOTOR SALES, INC. acted under the assumed name SHERMAN DODGE.

5. RESPONDENT is an authorized Chrysler, Jeep, and Dodge dealer and is engaged in the trade or commerce of advertising, offering for sale, and selling new and used motor vehicles.

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III. DEFINITIONS

6. Except as hereinafter stated and unless a different meaning of a term is clear from its context, the definitions of terms used in this AVC shall be the same as those used in the Consumer Fraud Act, 815 ILCS 505/1 et seq. (2012) and Section 475.110 of the Illinois' Motor Vehicle Advertising Regulations (14 Ill. Admin Code Section 475).

IV. APPLICABILITY

7. The provisions of this AVC are applicable to RESPONDENT, its officers, employees and any persons or entities associated with marketing and advertising activities and any successor corporation.

V. RELEVANT STATUTORY AND REGULATORY PROVISIONS

8. Section 2 of the Consumer Fraud Act provides as follows:

> Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any trade practice described in Section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful, whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5 (a) of the Federal Trade Commission Act.

815 ILCS 505/2

9. Section 2C of the Consumer Fraud Act provides as follows:

> If the furnishing of merchandise, whether under purchase order or a contract of sale, is conditioned on the consumer's providing credit references or having a credit rating acceptable to the seller and the seller rejects the credit application of that consumer, the seller must return to the consumer any down payment, whether such down payment is in the form of money, goods, chattels or otherwise, made under that purchase order or contract and may not retain any part thereof. The retention by the seller of part or all of the down payment, whether such down payment is in the form of money, goods, chattels or otherwise, under those circumstances as a fee for investigating the credit of the consumer or as liquidated

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> damages to cover depreciation of the merchandise which was the subject of the purchase order or contract or for any other purpose is an unlawful practice within the meaning of this Act, whether that fee or those charges are claimed from the down payment, whether such down payment is in the form of money, goods, chattels or otherwise, or made as a separate charge to the consumer.

815 ILCS 505/2C

10. Illinois Administrative Rules on Motor Vehicle Advertising. (hereinafter Motor Vehicle Advertising Regulations) were promulgated pursuant to Section 4 of the Consumer Fraud Act which provides, in relevant part:

> §4. To accomplish the objectives and to carry out the duties prescribed by this Act, the Attorney General, in addition to other powers conferred upon him by this Act, may issue subpoenas to any person, administer an oath or affirmation to any person, conduct hearings in aid of any investigation or inquiry, prescribe such forms and promulgate such rules and regulations as may be necessary, which rules and regulations shall have the force of law.

815 ILCS 505/4

11. Pursuant to Section 4 of the Consumer Fraud Act, the Illinois Attorney General promulgated the Illinois Administrative Rules on Motor Vehicle Advertising, 14 Ill. Admin. Code Section 475, which have the force of law.

12. Section 475 of the Illinois Administrative Code, in relevant portions, provides as follows:

> Sec. 475.240. Photographs or Illustrations
>
> It is an unfair or deceptive act to use, in any advertising, inaccurate photographs or illustrations when describing specific automobiles; for example, advertising a fully-loaded car when the advertisement actually refers to a minimally-equipped automobile in text.
>
> Sec. 475.310. Advertised Price
>
> It is an unlawful or deceptive act to advertise the total price of a motor vehicle without including in the advertised price all costs to the purchaser at the time of sale, or which are necessary or usual prior to delivery of such vehicle to a purchaser, including any costs of delivery, dealer preparation and any other charges of that nature...Purchasers shall be able to purchase all vehicles described by the advertisement at the advertised price.

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Sec. 475.370. Sales

It is an unfair or deceptive act to advertise the words "sale", "discount", "savings", "price cut", "reduced", "clearance", "tent sale", and other similar terms. which state or imply a price savings, unless the current selling price of the vehicle is reduced by a reasonable amount from the vehicle's former (regular) price... It is an unfair or deceptive act to advertise the words "sale", "discount", "savings", "price cut", "reduced", "clearance", "tent sale", and other similar terms that state or imply a price savings. without disclosing the duration of the words that state or imply a price savings by stating the number of days or termination date.

Sec. 475.530(b), (c). Limited Rebates

b) It is an unfair or deceptive act to advertise a price or amount of an installment payment, wherein rebates have been deducted, unless every consumer seeking to purchase or lease the advertised vehicle is eligible for the rebate.

c) The availability of a limited rebate may be advertised if the terms of the limitation are clearly and conspicuously disclosed. It is an unfair or deceptive act to advertise a price or amount of an installment payment in which limited rebates have been deducted, or to advertise a total amount of rebate if a portion of the total consists of a limited rebate.

Sec. 475.540. Trade-Ins

a) It is an unfair or deceptive act to advertise or offer a specific trade-in allowance (i.e., "$2500 minimum trade-in"), or a range of amounts for trade-ins (e.g., "up to $1,000" or "as much as $1,000"), including, without limitation, that the trade-in will be valued at a specific amount or guaranteed minimum amount.

Sec. 475.610. Credit Sales Advertising Disclosure.

It is an unfair or deceptive act to advertise "closed-end credit" terms in the advertisement, offer of sale, or sale of any motor vehicle if the advertisement contains any one of following five "triggering terms": amount or percentage of down payment; number of payments; period of repayment; amount of any payment (expressed as percentage or dollar amount); or amount of any finance charge, without clearly and conspicuously disclosing:

a) amount or percentage of any down payment, terms of repayment, and "annual percentage rate."

14 ILAC §§ 475.240, 475.310, 475.370, 475.530, 475.540, 475.610

13. Section 1 of the Loan Advertising to Bankrupts Act provides as follows:

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Sec. 1. No person engaged in the business of making loans or of selling any property or services under installment contracts or charge agreements may include in any solicitation of or advertisement for such business any language stating or implying that a loan or extension of credit will be made to a person who has been adjudged a bankrupt.

815 ILCS 185/1

VI. ALLEGATIONS OF LAW AND FACT

The Attorney General Alleges that:

14. RESPONDENT engages in "trade" or "commerce" as those terms are defined in Section 1 of the Consumer Fraud Act.

15. RESPONDENT places advertisements into the stream of commerce through various mediums including its own website, third-party websites, newspapers such as The Chicago Tribune and The Chicago Suntimes, and direct mailers. All the automobiles listed in the RESPONDENT's advertisements, are identified by a vehicle stock number.

16. Subsequent to receiving several consumer complaints regarding the RESPONDENT's business practices, on October 24, 2014 the Office of the Illinois Attorney General issued a subpoena for deal jackets/bags for approximately 28 advertised stock numbered vehicles.

17. In November 2015, RESPONDENT produced to the Office of the Illinois Attorney General documents responsive to its subpoena.

18. The Attorney General's investigation revealed the following:

a. 20 vehicles were advertised an average of 51 days after being sold;

b. At least one stock number included in an advertisement did not correspond to the vehicle pictured or described in the advertisement next to that stock number;

c. 18 vehicles were sold for more than the advertised price;

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19. In addition, the Attorney General's investigation further revealed the following transactional and advertising violations of law:

a. Advertising to persons who have been adjudicated bankrupt;

b. Refusing to issue refunds of consumers' down payments and/or trade-in vehicles when conditional financing (spot delivery) failed;

c. Omitting, concealing, suppressing, or failing to disclose to consumers that purchased vehicles had known prior damage or had been in known prior accidents;

d. Inducing consumers to purchase a vehicle by promising, both prior to and after signing contracts, that after 6 months of regular payments, consumers would be able to refinance their vehicles at lower interest rates and/or lower monthly payments;

e. Advertising the occurrence of a sale or sales event without lowering the prices for the vehicles advertised;

f. Including limited rebates in an advertised price;

g. Advertising to consumers a specific trade-in amount or range of amounts for a trade-in;

h. Failing to provide a consumer with a Monroney Sticker in conjunction with the sale of an automobile; and

i. Failing to disclose to a consumer any related terms of financing, such as the APR, when providing any other terms to the consumer about available financing.

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20. The above listed acts constitute violations of the Consumer Fraud and Deceptive Business Practices Act, the Illinois Administrative Code as it pertains to Motor Vehicle Advertising, and/or of the Advertising Loans to Bankrupts Act, 815 ILCS 185.

VII. AGREEMENT TO REFRAIN FROM UNLAWFUL PRACTICES

21. **IT IS HEREBY AGREED** that, as of the effective date of this AVC, RESPONDENT shall not violate Section 2 of the Consumer Fraud Act. Specifically, RESPONDENT, its officers, agents, employees, and any successor corporation or business entities, in the process of selling motor vehicles shall refrain from:

a. Failing to provide a complete report from a vehicle history reporting agency, such as CarFax or AutoCheck;

b. Inducing consumers to purchase vehicles by misrepresenting or promising, both prior to and after signing contracts, that after a certain time period of making regular payments, such as 6 months, consumers will be able to refinance their vehicles at lower interest rates and/or lower monthly payment amounts;

c. Failing to disclose to a consumer any related terms of financing, such as the APR, when providing any other terms to the consumer about available financing; and

d. Failing to provide to any consumer a Monroney Sticker in conjunction with the sale of an automobile.

22. IT IS HEREBY FURTHER AGREED THAT RESPONDENT, as of the effective date of this AVC, shall comply with Section 2C of the Consumer Fraud Act. Specifically the RESPONDENT, its officers, agents, employees, and any successor corporation or business entities, in the process of selling motor vehicles shall refrain from retaining (1) all, or a portion

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of a consumer's down-payment in any form, for any other reason whatsoever, or (2) a consumer's trade-in vehicle, when the dealership is unable to secure conditional financing for the purchase of an automobile.

23. IT IS HEREBY FURTHER AGREED THAT RESPONDENT, as of the effective date of this AVC, shall comply with Section 475.240 of Chapter 14 of the Illinois Administrative Code. Specifically, RESPONDENT, its officers, agents, employees, and any successor corporation or business entities, in the process of selling motor vehicles, shall refrain from advertising a stock number alongside a picture or vehicle description where the stock number identifies a vehicle other than the vehicle pictured or described.

24. IT IS HEREBY FURTHER AGREED THAT RESPONDENT, as of the effective date of this AVC, shall comply with Section 2 of the Consumer Fraud Act and Section 475.310 of the Illinois Motor Vehicle Advertising Regulations. Specifically, RESPONDENT, its officers, agents, employees, and all persons or entities associated, affiliated or connected with it, and any successor corporations or business entities, shall:

a. not sell or lease vehicles for more than the advertised prices;

b. make available to the public all vehicles described by it's advertisements at the advertised prices;

c. sell or lease all advertised cars to consumers for the lowest advertised prices, regardless of whether or not consumers knew of RESPONDENT's advertised price, provided however, taxes, license, title, and documentary service fees, may be excluded from the advertised prices if clearly and conspicuously disclosed in the advertisement that these costs are excluded from the advertised price;

d. not advertise vehicles which have been previously sold or leased;

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e. not advertise vehicles with stock numbers that do not exist; and

f. not advertise vehicles with incorrect stock numbers.

25. IT IS HEREBY FURTHER AGREED THAT RESPONDENT, as of the effective date of this AVC, shall comply with Section 475.530 of Chapter 14 of the Illinois Administrative Code. Specifically, RESPONDENT, its officers, agents, employees, and any successor corporation or business entities, in the process of selling motor vehicles, shall not include limited rebates in any of the dealership advertised prices.

26. IT IS HEREBY FURTHER AGREED THAT RESPONDENT, as of the effective date of this AVC, shall comply with Section 475.540 of Chapter 14 of the Illinois Administrative Code. Specifically, RESPONDENT, its officers, agents, employees, and any successor corporation or business entities, in the process of selling motor vehicles, shall not offer or advertise a specific trade-in amount or range of amounts for a trade-in.

27. IT IS HEREBY FURTHER AGREED THAT RESPONDENT, as of the effective date of this AVC, shall comply with Section 475.370 of Chapter 14 of the Illinois Administrative Code. Specifically, RESPONDENT, its officers, agents, employees, and any successor corporation or business entities, in the process of selling motor vehicles, shall not advertise the words "sale" or "sales event" unless the current selling price of any vehicle listed in the advertisement is reduced by at least 5% from the vehicle's former price.

28. IT IS FURTHER AGREED THAT RESPONDENT will not form a separate entity or corporation which engages in acts prohibited in this AVC or for any other purpose which would otherwise circumvent any part of this AVC or the spirit or purposes of this AVC.

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VIII. ATTORNEY GENERAL COURT ORDERED AND VOLUNTARY COMPLIANCE PAYMENT TO COMPENSATE INJURED CONSUMERS

29. RESPONDENT agrees to pay restitution to the Illinois Consumers listed in Exhibit A in the amount of Forty Nine Thousand, One Hundred and Forty-Eight Dollars ($49,148.00). Payment shall be made in the form of a cashier's check or certified check made payable to the "**ILLINOIS ATTORNEY GENERAL'S CONSUMER TRUST ACCOUNT**" and shall be delivered to the Attorney General or her agent at the time of entry of this AVC.

30. RESPONDENT agrees to make payment to the "Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund" in the amount of One Hundred Thousand Dollars ($100,000). Payment shall be in the form of a cashier's or certified check made payable to the "**ATTORNEY GENERAL COURT ORDERED AND VOLUNTARY COMPLIANCE PAYMENT PROJECTS FUND**" and shall be delivered to the Attorney General or his agent at the time of entry of this AVC. All funds placed in the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund shall be used by the Illinois Attorney General for law enforcement activity and consumer educational programs associated with the enforcement of the Consumer Fraud Act. RESPONDENT shall not be entitled to further accounting regarding the money deposited into the Court Ordered Fund.

IX. CONSTRUCTION OF AGREEMENT

31. The parties understand that this AVC shall not be construed as an approval or sanction by the State of Illinois or the Illinois Attorney General of the business practices of RESPONDENT. The parties further understand that any failure by the State of Illinois or by the Illinois Attorney General to take any action in response to any information submitted pursuant to this AVC shall not be construed as an approval or a sanction of any representation, act or practice indicated by such information. The parties further agree that this AVC is entered into

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between the Office of the Attorney General and RESPONDENT for the purpose of resolving this situation, and while not an admission of liability on the part of Respondent, this AVC does not bind any other offices or agencies of the State of Illinois; and that this AVC shall not be construed to, nor does it, resolve or preclude any other action, civil, criminal or administrative, which may be pending or may subsequently be brought by another officer or agency of the State of Illinois.

32. This AVC is entered into with knowledge that the allegations of fact and law contained herein constitute allegations of violations of the Consumer Fraud Act.

X. SEVERABILITY

33. If any portion, provision or part of this AVC is held invalid, unenforceable or void for any reason whatsoever, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining portions.

XI. VIOLATIONS

34. It is understood by the parties that pursuant to the Consumer Fraud Act, evidence of a violation of any of the terms of this AVC shall constitute prima facie evidence of a violation of the Consumer Fraud Act in any subsequent proceedings brought by the Attorney General of the State of Illinois against RESPONDENT. It is further understood that upon any default, the Attorney General's Office has the right to file appropriate legal proceedings to enforce this agreement.

XII. EFFECTIVE DATE

35. This AVC shall take effect immediately upon execution by the parties.

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XIII. AUTHORIZATION

36. The undersigned representative for each party certifies that she/he is fully authorized by the party she/he represents to enter into the terms and conditions of this AVC and to legally bind the party she/he represents to the AVC.

PEOPLE OF THE STATE OF ILLINOIS,
by LISA MADIGAN,
Attorney General of Illinois,

BY: _____

SUSAN ELLIS, Chief,
Consumer Fraud Bureau

DATED: 2/16/16

SKOKIE MOTOR SALES, INC.
an Illinois corporation

BY: _____

David R. Dickens, President,
Skokie Motor Sales, Inc.

DATED: 2/12/16

LISA MADIGAN
Attorney General of Illinois

SUSAN ELLIS, Chief
Consumer Fraud Bureau

GREG GRZESKIEWICZ, AAG
Assistant Bureau Chief

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THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 2

Sherman Dodge Advertisement of May 25, 2017, Chicago Sun-Times

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SHERMAN #1 VOLUME DEALER IN ILLINOIS!

On the corner of Cicero & Howard In Skokie

Jeep RAM

*OVER 2000 NEW VEHICLES AVAILABLE

THE SHERMANATOR

DRIVE AND DISCOVER MEMORIAL DAY SALES EVENT

NEW 2017 DODGE CHALLENGER

Electric Power Steering. Steering Wheel Mounted Audio Controls. Daytime Running Lights. Projector Headlights. Tire Pressure Monitoring Display. Security Alarm. Satin Carbon Aluminum Wheels. Power Mirrors. Electronic Stability Control. Stk. #172713. MSRP $28,090

SAVE $7,100 OFF MSRP!

SHERMAN PRICE..... $20,990

0% APR for 84 MONTHS^ NO PAYMENTS FOR 3 MONTHS

NEW 2017 CHRYSLER PACIFICA TOURING

Intermittent Wipers. Power Windows. Spoiler. Quad Seating. Front Wheel Drive. Daytime Running Lights. Power Locks. AC. Steering Wheel Controls. Remote Keyless Entry. Hands-Free Wireless Connection. Anti-Theft System. Stk. #172292. MSRP $30,585

SAVE $8,600 OFF MSRP!

SHERMAN LEASE... $199 /mo. x 36 mos.

SHERMAN PRICE... $21,985

36 mo. lease to qualified buyers with approved credit. $2999 down. Plus tax, title, license, doc fee. $0 security deposit. Selling price for lease $26,268. 10,000 miles.

NEW 2017 JEEP PATRIOT FWD

Power Windows and Locks. Automatic. AC. Fog Lights. Satellite Radio. Side Air Bags. MP3 Sound System. Anti-Lock Brake System. Anti-Theft System. Passenger and Driver Air Bag. Tire-Pressure Monitoring System. CD Player. Traction Control. Stk. #170020. MSRP $24,305

27 AT LIVING PRICES

SAVE $11,055 OFF MSRP!

SHERMAN PRICE..... $13,250

NEW 2017 CHRYSLER 200

Power Windows. Trip Computer. Power Door Locks. Air Conditioning. Remote Keyless Entry. Air Bags. Engine Immobilizer/Vehicle Anti-Theft System. ABS. Wheels-Aluminum. Air Bag-Side-Head only-Rear. Tire-Pressure Monitoring System. Traction Control. Stk#170707. MSRP: $23,705

100 AT LIVING PRICES

SAVE $10,720 OFF MSRP!

SHERMAN PRICE..... $12,985

NEW 2017 RAM 3500 4x4 DUAL REAR WHEELS

8' Bed. 6.7 Cummins Turbo Diesel w/Aisin Transmission. Intermittent Wipers. Power Windows. Power Locks. AC. Towing Package. Front Tow Hooks. Auto Off Headlights. Tire Pressure Monitoring System. Traction Control. Stk. #170352. MSRP $58,105

SAVE $10,106 OFF MSRP!

SHERMAN PRICE... $47,999

NEW 2017 JEEP RENEGADE 4x4

Power Windows and Locks. Automatic. Rear Back-Up Camera. Remote Keyless Entry. Automatic Headlamps. Cornering Fog Lamps. All Speed Traction Control. Air Conditioning. Steering Wheel Audio Controls. Tire Pressure Monitoring Display. Hill Start Assist. Speed Control. Electronic Roll Mitigation. Stk.#172600. MSRP $24,120

31 AT LIVING PRICES

SAVE $9,125 OFF MSRP!

SHERMAN PRICE..... $14,995

NEW 2017 DODGE GRAND CARAVAN

Advanced Multi-Stage Front Airbags. Supplemented Side-Curtain Airbags in All Rows. Anti-Lock Brake System. Tire Pressure Monitoring Sensor. Keyless Entry with Immobilizer. 2nd Row Bench w/3rd Row 60/40 Slider To Go Bench. Power Windows. Stk. #170020. MSRP $26,090

25 AT LIVING PRICES

SAVE $9,190 OFF MSRP!

SHERMAN PRICE..... $16,900

200 AT LIVING PRICES

NEW 2017 DODGE DURANGO SXT

3rd-Row Seating. Steering Wheel Mounted Paddle Shifters. Keyless Entry. Theft Deterrent System. Uconnect® 5.0 AM/FM/ST 5.8-Inch Touchscreen Display Integrated Voice Command with Bluetooth® Media Hub CD. USB. Auto Air Conditioning with 3-Zone Automatic Temp Control. Front Passenger Fold-Flat Seat Power Front. Power Windows. Power Locks. Steering Wheel Controls. Tilt / Telescope Steering Wheel. Cruise Control. LED Lamps. Power Mirrors w/ Fold-Away. LED Tail Lamps. Pod Glass. Stk. #171916. MSRP $33,985

SAVE $5,290 OFF MSRP!

SHERMAN PRICE.. $28,695

NEW 2017 RAM PROMASTER CITY CARGO

131.7 Cu. ft. Cargo Area. 1500 lb. Payload. Power Windows with Front One-Touch Down Feature. Telescoping Steering Column. Remote Keyless Entry. Electronic Stability Control Brake Assist. 4-Wheel Anti-Lock Disc Power Brakes. Tire Pressure Monitoring Display Light. Cabin Air Conditioning. All Speed Traction Control. Tinted Windshield Glass. Stk. #171825. MSRP $25,900

25 AT LIVING PRICES

SAVE $8,564 OFF MSRP!

SHERMAN PRICE... $17,336

NEW 2017 JEEP WRANGLER UNLIMITED

Roll Sensitive Rollover Sensor. Speed Control. 4-Wheel Disc Brakes. Traction Control. Sensitive Rear Concentrated Channel Storage. Soft Top. Rear Fixed Tear Ready and Flip Over Rear Glass. Backlamp Fuel Door. Remote Keyless and Compass Decal. Premium Infotainment Display with Bluetooth. Tilt Steering Column. Stk. #171302. MSRP $26,190. Discount Price $23,499

126 AT LIVING PRICES

21 AT LIVING PRICES

SHERMAN LEASE..... $199 per mo. x 36 mos.

$0 DOWN PAYMENT

36 mo. lease to qualified buyers with approved credit. $0 down. Plus tax, title, license, doc fee. $0 security deposit. MSRP $30,250.

NEW 2017 JEEP CHEROKEE SPORT

Power Windows. Power Mirrors. Anti-Lock 3-Wheel Disc Brakes. Tilt/Telescope Steering Wheel. Keyless Entry. All Speed Traction Control. Electronic Stability Control. Electronic Roll Mitigation. Speed Control. Hill Start Assist. Enhanced Accident Response System. USB Charging Port in Console Bin. Stk. #172413. MSRP $25,785

31 AT LIVING PRICES

SAVE $8,819 OFF MSRP!

SHERMAN PRICE..... $16,966

59 AT LIVING PRICES

NEW 2017 JEEP GRAND CHEROKEE

Fog Lights. Power Windows. Spoiler. Trip Computer. Power Locks. Cruise Control. Remote Keyless Entry. Heated Side Mirrors. Air Bags. 4 Wheel Disc Brakes. Steering Wheel Controls. MP3 Sound System. Dual Climate Control. Engine Immobilizer Anti-Theft System. Anti-Lock Braking System. Aluminum Wheels. Traction Control. Stk.#172327. MSRP: $31,490

130 AT LIVING PRICES

SAVE $2,990 OFF MSRP!

SHERMAN PRICE.. $28,500

NEW 2017 RAM PROMASTER

Power Windows. Halogen Headlamps. Remote Keyless Entry. Tire Pressure Monitoring Display. Electronic Stability Control. All Speed Traction Control. Telescoping Steering Column. Front and Rear Clearance Lamps. Tinted Windshield Glass. Full Size Spare Tire. Advanced Front Airbags. Stk. #170325. MSRP $31,263

400 AT LIVING PRICES

SAVE $9,551 OFF MSRP!

SHERMAN PRICE..... $21,714

Good Credit? Bad Credit? No Credit? No Money Down Program! Our Goal Is 100% Approval! 400 Credit Scores Are Eligible to Drive! Call Sebastian at 855-336-4190

SHERMAN On the corner of Cicero & Howard In Skokie

7601 N. Skokie Blvd. Skokie, IL 60077 **855-317-0202**

SALES HOURS: M-F 9a-9p • EXTENDED HOURS SAT 9a-7p • SERVICE & PARTS HOURS: M-F 7a-6p & SAT 7a-3p

WE SPEAK ENGLISH, SPANISH, ITALIAN, POLISH, RUSSIAN, HINDI, GREEK, SERBIAN, ASSYRIAN & HINDI

www.ShermanDodge.com

TEXT US AT: (847) 785-2036

Major Sponsor of the Chicago Football Classic

CHICAGO FOOTBALL CLASSIC

Most offers cannot be combined. ◊Based on Chrysler, Jeep, Dodge new car registrations for 2016 sales year as stated on the FCA Midwest Business Center. Lease with approved credit thru Ally US Bank or Chrysler Capital. 10K miles yr allowed $.25 per mile over. No Security or Acq. Fee required. Tax prices / payments plus tax, title, lic. & $172.15 doc fee. MSRP may not be the price at which vehicles are sold in the trade area. All applicable factory rebates applied. ^Financing with approved credit on select models. $13.89/mo per $1000 financed. Dealer pay-down may affect your final price. MPG is based on 2015 EPA estimates, actual mileage may vary. Vehicle availability at press deadline. All vehicles subject to prior sale. Dealer is not responsible for typographical errors in this ad. See dealer for complete details. Offers end 5 days after pub date.

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 3

Sherman Dodge Advertisement of May 26, 2017, Chicago Sun-Times

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

SHERMAN

On the corner of Cicero & Howard In Skokie

Jeep RAM

MEMORIAL DAY SALES EVENT | DRIVE DISCOVER

OVER 2000 NEW VEHICLES AVAILABLE

72 HOUR SUPER SALE!

OPEN MEMORIAL DAY 9AM- 2

#1 VOLUME DEALER IN ILLINOIS

Friday, Saturday & Monday!

NEW 2017 DODGE CHALLENGER

Electric Power Steering. Steering Wheel Mounted Audio Controls. Daytime Running Lights. Projector Headlights. Tire Pressure Monitoring Display. Security Alarm. Satin Carbon Aluminum Wheels. Power Mirrors. Electronic Stability Control. Stk. #172713. MSRP $28,090

SAVE $7,100 OFF MSRP!

SHERMAN PRICE..... $20,990

JOIN US FOR A COOKOUT!!! Free Grill Just for Stopping By! (while supplies last)

0% APR X 84 MOS

No Payments for 3 Months!

NEW 2017 CHRYSLER PACIFICA TOURING

Intermittent Wipers. Power Windows. Spoiler. Quad Seating. Front Wheel Drive. Daytime Running Lights. Power Locks. AC. Steering Wheel Controls. Remote Keyless Entry. Hands-Free Wireless Connection. Anti-Theft System. Stk. #172292. MSRP $30,585

SAVE $8,600 OFF MSRP!

SHERMAN LEASE... $199 /mo. x 36 mos. | SHERMAN PRICE... $21,985

36 mo. lease to qualified buyers with approved credit. $2999 down. Plus tax, title, license, doc fee. $0 security deposit. Selling price for lease $26,268. 10,000 miles.

NEW 2017 JEEP PATRIOT FWD

Power Windows and Locks. Automatic. AC. Fog Lights. Satellite Radio. Side Air Bags. MP3 Sound System. Anti-Lock Brake System. Anti-Theft System. Passenger and Driver Air Bag. Tire-Pressure Monitoring System. CD Player. Traction Control. Stk. #170226. MSRP: $24,305

27 MPG HWY

SAVE $11,055 OFF MSRP!

SHERMAN PRICE..... $13,250

348 AT VARYING PRICES!

NEW 2017 CHRYSLER 200

Power Windows. Trip Computer. Power Door Locks. Air Conditioning. Remote Keyless Entry. Air Bags. Engine Immobilizer/Vehicle Anti-Theft System. ABS. Wheels-Aluminum. Air Bag-Side-Head only-Rear. Tire-Pressure Monitoring System. Traction Control. Stk#170707. MSRP: $23,705

100 AT VARYING PRICES!

SAVE $10,720 OFF MSRP!

SHERMAN PRICE..... $12,985

NEW 2017 RAM 3500 4x4 DUAL REAR WHEELS

8' Bed. 6.7 Cummins Turbo Diesel w/Aisin Transmission. Intermittent Wipers. Power Windows. Power Locks. AC. Towing Package. Front Tow Hooks. Auto Off Headlights. Tire Pressure Monitoring Display. Traction Control. Stk. #170352. MSRP $58,105

SAVE $10,106 OFF MSRP!

SHERMAN PRICE... $47,999

NEW 2017 JEEP RENEGADE 4x4

Power Windows and Locks. Automatic. Rear Back-Up Camera. Remote Keyless Entry. Automatic Headlamps. Cornering Fog Lamps. All Speed Traction Control. Air Conditioning. Steering Wheel Audio Controls. Tire Pressure Monitoring Display. Hill Start Assist. Speed Control. Electronic Roll Mitigation. Stk. #172600. MSRP $24,120

31 MPG HWY

SAVE $9,125 OFF MSRP!

SHERMAN PRICE..... $14,995

NEW 2017 DODGE GRAND CARAVAN

Advanced Multi-Stage Front Airbags. Supplemental Side-Curtain Airbags in All Rows. Anti-Lock Brake System. Tire Pressure Monitoring Sensor. Keyless Entry with Immobilizer. 2nd Row Bench w/3rd Row 60/40 Stow 'n Go Bench. Power Windows. Stk. #170520. MSRP $28,080

25 MPG HWY

SAVE $9,190 OFF MSRP!

SHERMAN PRICE..... $16,900

200 AT VARYING PRICES!

NEW 2017 DODGE DURANGO SXT

3rd-Row Seating. Steering Wheel Mounted Radio Switches. Keyless Entry. Theft Deterrent System. Uconnect® 5.0 AM/FM/BT 5.0-inch Touchscreen Display Integrated Voice Command with Bluetooth Audio Hub. SXT. Anti-Air Conditioning with 3-Zone Automatic Temp Control. Front-Passenger Fold-Flat Seat Power Front. Power Windows. Power Locks. Steering Wheel Controls. Tilt / Telescope Steering Wheel. Cruise Control. LED Lamps. Power Mirrors w/Fold-Away LED Bal Lamps. Tint Glass. Stk. #171918. MSRP $33,895

SAVE $5,290 OFF MSRP!

SHERMAN PRICE... $28,695

NEW 2017 RAM PROMASTER CITY CARGO

136.5 in. ft Cargo Area. LED Bulbs. Power Windows with Front One-Touch Down Feature. Telescoping Steering Column. Remote Keyless Entry. Electronic Stability Control Brake Assist. 4-Wheel Anti-Lock Disc Power Brakes. Tire Pressure Monitoring Display Light. Cabin Air Conditioning. All Speed Traction Control. Tinted Windshield Glass. Stk. #171423. MSRP $25,802.

25 AT VARYING PRICES!

SAVE $8,564 OFF MSRP!

SHERMAN PRICE... $17,336

NEW 2017 JEEP WRANGLER UNLIMITED

126 AT VARYING PRICES!

Dual Enhanced Sentry. Speed Control. 4-Wheel Disc Brakes. Traction Control. Electronic Roll Mitigation. Front Conventional Crossed Hinges. Dual Top. Rear Hinged Door Hinges and Door Hinge Door Hook. Reclining Front Seats. Temperature and Compass Gauge. Premium Instrument Cluster with Tachometer. Tilt Steering Wheel. Stk. #171362. MSRP $32,290. Dealer Prep. $30,690

21 MPG HWY

$0 DOWN PAYMENT

SHERMAN LEASE..... $199 per mo. x 36 mos.

36 mo. lease to qualified buyers with approved credit. $0 down. Plus tax, title, license, doc fee. $0 security deposit. MSRP $30,290.

NEW 2017 JEEP CHEROKEE SPORT

Power Windows. Power Mirrors. Anti-Lock 3-Wheel Disc Brakes. Tilt/Telescope Steering Wheel. Keyless Entry. All Speed Traction Control. Electronic Stability Control. Electronic Roll Mitigation. Speed Control. Hill Start Assist. Enhanced Accident Response System. USB Charging Port in Console Bin. Stk. #172413. MSRP $25,765

31 MPG HWY

SAVE $8,819 OFF MSRP!

SHERMAN PRICE..... $16,995

59 AT VARYING PRICES!

NEW 2017 JEEP GRAND CHEROKEE

Fog Lights. Power Windows. Spoiler. Trip Computer. Power Locks. Cruise Control. Remote Keyless Entry. Heated Side Mirrors. Air Bags. 4-Wheel Disc Brakes. Steering Wheel Controls. MP3 Sound System. Dual Climate Control. Engine Immobilizer Anti-Theft System. Anti-Lock Braking System. Aluminum Wheels. Traction Control. Stk#172327. MSRP: $31,490

130 AT VARYING PRICES!

SAVE $2,990 OFF MSRP!

SHERMAN PRICE... $28,500

NEW 2017 RAM PROMASTER

Power Windows. Halogen Headlamps. Remote Keyless Entry. Tire Pressure Monitoring Display. Electronic Stability Control. All Speed Traction Control. Telescoping Steering Column. Front and Rear Clearance Lamps. Tinted Windshield Glass. Full Size Spare Tire. Advanced Front Airbags. Stk. #170325. MSRP $31,265

SAVE $9,551 OFF MSRP!

SHERMAN PRICE..... $21,714

400 AT VARYING PRICES!

Good Credit? Bad Credit? No Credit? No Money Down Program! Our Goal Is 100% Approval! 400 Credit Scores Are Eligible to Drive! Call Sebastian at 855-336-4190

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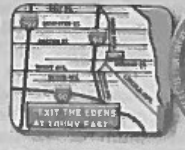

TEXT US AT: (847) 786-2036

Major Sponsor of the Chicago Football Classic

CHICAGO FOOTBALL CLASSIC

Most offers cannot be combined. +Based on Chrysler, Jeep, Dodge new car registrations for 2016 sales year as stated by the FCA Midwest Business Center. *Lease with approved credit thru Ally, US Bank or Chrysler Capital. 10k miles/yr allowed $.25 per mile over. No Security or Acq. Fee required. *All prices / payments plus tax, title, lic. & $172.15 doc fee. MSRP may not be the price at which vehicles are sold in the trade area. All applicable factory rebates applied. ^Financing with approved credit on select models. $13.89/mo per $1000 financed. Dealer buy-down may affect your final price. MPG is based on 2015 EPA estimates; actual mileage may vary. Vehicle availability at press deadline. All vehicles subject to prior sale. Dealer is not responsible for typographical errors in this ad. See dealer for complete details. Offers end 3 days after pub date.

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 4

Sherman Dodge Advertisement of June 16, 2017 Chicago Sun-Times

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

SHERMAN #1 VOLUME DEALER IN ILLINOIS!

On the corner of Cicero & Howard In Skokie

Jeep RAM

OVER 2000 NEW VEHICLES AVAILABLE

THE SHERMANATOR™

DRIVE AND DISCOVER

NEW 2017 DODGE CHALLENGER

Electric Power Steering. Steering Wheel Mounted Audio Controls. Daytime Running Lights. Projector Headlights. Tire Pressure Monitoring Display. Security Alarm. Satin Carbon Aluminum Wheels. Power Mirrors. Electronic Stability Control. Stk. #172713. MSRP $28,090

SAVE $7,600 OFF MSRP!

SHERMAN PRICE..... $20,490

0% APR for 84 MONTHS^ NO PAYMENTS FOR 3 MONTHS

NEW 2017 CHRYSLER PACIFICA TOURING

Intermittent Wipers. Power Windows. Spoiler. Quad Seating. Front Wheel Drive. Daytime Running Lights. Power Locks. AC. Steering Wheel Controls. Remote Keyless Entry. Hands-Free Wireless Connection. Anti-Theft System. Stk. #172292. MSRP $30,585

SAVE $8,900 OFF MSRP!

SHERMAN LEASE... $199 /mo. x 36 mos.

SHERMAN PRICE... $21,685

36 mo. lease to qualified buyers with approved credit. $2999 down. Plus tax, title, license, doc fee. $0 security deposit. Selling price for lease $26,268. 10,000 miles.

NEW 2017 JEEP PATRIOT FWD

Power Windows and Locks. Automatic. AC. Fog Lights. Satellite Radio. Side Air Bags. MP3 Sound System. Anti-Lock Brake System. Anti-Theft System. Passenger and Driver Air Bag. Tire-Pressure Monitoring System. CD Player. Traction Control. Stk. #170028. MSRP: $24,305

27 HWY

SAVE $11,355 OFF MSRP!

SHERMAN PRICE..... $12,950

210 AT VARYING PRICES!

NEW 2017 CHRYSLER 200

Power Windows, Trip Computer, Power Door Locks, Air Conditioning, Remote Keyless Entry, Air Bags, Engine Immobilizer/Vehicle Anti-Theft System, ABS, Wheels-Aluminum, Air Bag-Side-Head only-Rear, Tire-Pressure Monitoring System, Traction Control. Stk#170704. MSRP: $23,705

24 AT VARYING PRICES!

SAVE $10,720 OFF MSRP!

SHERMAN PRICE..... $12,985

NEW 2017 RAM 3500 4x4 DUAL REAR WHEELS

8' Bed. 6.7 Cummins Turbo Diesel w/Aisin Transmission. Intermittent Wipers. Power Windows. Power Locks. AC. Towing Package. Front Tow Hooks. Auto Off Headlights. Tire Pressure Monitoring System. Traction Control. Stk. #170332. MSRP $58,105

SAVE $11,205 OFF MSRP!

SHERMAN PRICE... $46,900

NEW 2017 JEEP RENEGADE 4x4

Power Windows and Locks. Automatic. Rear Back-Up Camera. Remote Keyless Entry. Automatic Headlamps. Cornering Fog Lamps. All Speed Traction Control. Air Conditioning. Steering Wheel Audio Controls. Tire Pressure Monitoring Display. Hill Start Assist. Speed Control. Electronic Roll Mitigation. Stk. #172181. MSRP $24,120

31 HWY

SAVE $9,425 OFF MSRP!

SHERMAN PRICE..... $14,695

NEW 2017 DODGE GRAND CARAVAN

Advanced Multi-Stage Front Airbags. Supplemental Side-Curtain Airbags in All Rows. Anti-Lock Brake System. Tire Pressure Monitoring Sensor. Keyless Entry with Immobilizer. 2nd Row Bench w/3rd Row 60-40 Stow 'n Go Bench. Power Windows. Stk. #170020. MSRP: $26,080

25 HWY

SAVE $9,190 OFF MSRP!

SHERMAN PRICE..... $16,900

78 AT VARYING PRICES!

NEW 2017 DODGE DURANGO SXT

3rd-Row Seating. Steering Wheel Mounted Paddle Shifters. Keyless Entry. Rear Obstacle System. Uconnect® 5.0 AM/FM/XM. 5.8-inch Touchscreen Display Integrated Voice Controlled with Bluetooth® Media Hub 500. USB. Rear Air Conditioning with 3-Zone Automatic Temp Control. Front Passenger Fold-Flat Seat Power Front Power Windows. Power Locks. Steering Wheel Controls. Tilt / Telescope Steering Wheel. Cruise Control. LED Lamps. Power Mirrors w/ Fold-Away. LED Tail Lamps. Tint Glass. Stk. #172301. MSRP $33,885

SAVE $5,290 OFF MSRP!

SHERMAN PRICE.. $28,695

NEW 2017 RAM PROMASTER CITY CARGO

131.7 Cu. Ft. Cargo Area. 1853 lb. Payload. Power Windows with Front One-Touch Down Feature. Telescoping Steering Column. Remote Keyless Entry. Electronic Stability Control. Brake Assist. 4-Wheel Anti-Lock Disc Power Brakes. Tire Pressure Monitoring Display Light. Cabin Air Conditioning. All Speed Traction Control. Tinted Windshield Glass. Stk. #171633. MSRP $25,800

25 AT VARYING PRICES!

SAVE $8,864 OFF MSRP!

SHERMAN PRICE... $17,036

NEW 2017 JEEP WRANGLER UNLIMITED

Hard Unlimited Option. Speed Control. 4-Wheel Disc Brakes. Anchor Guard. 8 Speakers. Rear Compartment Cement Storage. 3-8 Top. Two Piece Drop Hinge and One Piece Rear Hinge. Reclining Front Seats. Independent and Compact Group. Premium Infrared Cluster with Tachometer. Oil Cooling Cutaway. Stk. #172732. MSRP $32,790. Discount Price $28,600

32 AT VARYING PRICES!

21 HWY

$0 DOWN PAYMENT

SHERMAN LEASE..... $199 per mo. x 36 mos.

36 mo. lease to qualified buyers with approved credit. $0 down. Plus tax, title, license, doc fee. $0 security deposit. MSRP $30,290.

NEW 2017 JEEP CHEROKEE SPORT

Power Windows. Power Mirrors. Anti-Lock 3-Wheel Disc Brakes. Tilt/Telescope Steering Wheel. Keyless Entry. All Speed Traction Control. Electronic Stability Control. Electronic Roll Mitigation. Speed Control. Hill Start Assist. Enhanced Accident Response System. USB Charging Port in Console Bin. Stk. #172376. MSRP $25,785

31 HWY

SAVE $9,119 OFF MSRP!

SHERMAN PRICE..... $16,666

107 AT VARYING PRICES!

NEW 2017 JEEP GRAND CHEROKEE

Fog Lights. Power Windows. Spoiler. Trip Computer. Power Locks. Cruise Control. Remote Keyless Entry. Heated Side Mirrors. Air Bags. 4-Wheel Disc Brakes. Steering Wheel Controls. MP3 Sound System. Dual Climate Control. Engine Immobilizer Anti-Theft System. Anti-Lock Braking System. Aluminum Wheels. Traction Control. Stk#172327. MSRP: $31,490

65 AT VARYING PRICES!

SAVE $2,990 OFF MSRP!

SHERMAN PRICE.. $28,500

NEW 2017 RAM PROMASTER

Power Windows. Halogen Headlamps. Remote Keyless Entry. Tire Pressure Monitoring Display. Electronic Stability Control. All Speed Traction Control. Telescoping Steering Column. Front and Rear Clearance Lamps. Tinted Windshield Glass. Full Size Spare Tire. Advanced Front Airbags. Stk. #170325. MSRP $31,263

SAVE $9,851 OFF MSRP!

SHERMAN PRICE..... $21,414

308 AT VARYING PRICES!

Good Credit? Bad Credit? No Credit? No Money Down Program! Our Goal Is 100% Approval! 400 Credit Scores Are Eligible to Drive! Call Sebastian at 855-336-4190

SHERMAN

On the corner of Cicero & Howard In Skokie

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Skokie, IL 60077

855-317-0202

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TEXT US AT: (847) 786-2036

Major Sponsor of the Chicago Football Classic

CHICAGO FOOTBALL CLASSIC

Most offers cannot be combined. + Based on Chrysler, Jeep, Dodge new car registrations for 2016 sales year as stated by the FCA Midwest Business Center. Lease with approved credit thru Ally, US Bank or Chrysler Capital. 10k miles/yr allowed $.25 per mile over. No Security or Acq. Fee required. *All prices / payments plus tax, title, lic. & $172.15 doc fee. MSRP may not be the price at which vehicles are sold in the trade area. All applicable factory rebates applied. ^Financing with approved credit on select models. $13.89/mo per $1000 financed. Dealer buy-down may affect your final price. MPG is based on 2015 EPA estimates; actual mileage may vary. Vehicle availability at press deadline. All vehicles subject to prior sale. Dealer is not responsible for typographical errors in this ad. See dealer for complete details. Offers end 3 days after pub date.

FILED
8/11/2020 9:49 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

10051828

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 5

Sherman Dodge Advertisement of June 19, 2017, Chicago Sun-Times

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

SHERMAN

On the corner of Cicero & Howard In Skokie

Jeep RAM

JUNE SALES DRIVE!

DRIVE AND DISCOVER

#1 VOLUME DEALER IN ILLINOIS

OVER 2000 NEW VEHICLES AVAILABLE

0% APR x 84 Months^

NO PAYMENTS FOR 3 MONTHS

NEW 2017 JEEP
PATRIOT FWD

Power Windows and Locks. Automatic. AC. Fog Lights. Satellite Radio. Side Air Bags. MP3 Sound System. Anti-Lock Brake System. Anti-Theft System. Passenger and Driver Air Bag. Tire-Pressure Monitoring System. CD Player. Traction Control. Stk. #170026. MSRP: $24,305

SAVE $11,355 OFF MSRP!
SHERMAN PRICE $12,950

NEW 2017 DODGE
DURANGO SXT

3rd-Row Seating. Steering Wheel Mounted Paddle Shifters. Keyless Entry. Theft Deterrent System. Uconnect® 5.0 AM/FM/BT 1.8-inch Touchscreen Display Integrated Voice Command with Bluetooth® Mobile Hub (CD, USB, Aux) Air Conditioning with 3-Zone Automatic Temp Control. Front-Passenger Fold-Flat Seat Power Front, Power Windows, Power Locks, Steering Wheel Controls, Tilt / Telescope Steering Wheel, Cruise Control, LED Lamps, Power Mirrors w/ Fold-Away, LED Tail Lamps, Tint Glass. Stk. #171801. MSRP $32,985

SAVE $5,290 OFF MSRP!
SHERMAN PRICE $28,695

NEW 2017 CHRYSLER
200

Power Windows, Trip Computer, Power Door Locks, Air Conditioning, Remote Keyless Entry, Air Bags, Engine Immobilizer/Vehicle Anti-Theft System, ABS, Wheels-Aluminum, Air Bag: Side-Head Only-Rear, Tire-Pressure Monitoring System, Traction Control. Stk#170704. MSRP: $23,705

SAVE $10,720 OFF MSRP!
SHERMAN PRICE $12,985

NEW 2017 JEEP
CHEROKEE SPORT

Power Windows. Power Mirrors. Anti-Lock 3-Wheel Disc Brakes. Tilt/Telescope Steering Wheel. Keyless Entry. All Speed Traction Control. Electronic Stability Control. Electronic Roll Mitigation. Speed Control. Hill Start Assist. Enhanced Accident Response System. USB Charging Port in Console Bin. Stk. #172376. MSRP $25,785

SAVE $9,119 OFF MSRP!
SHERMAN PRICE $16,666

NEW 2017 JEEP
GRAND CHEROKEE

Fog Lights. Power Windows. Spoiler. Trip Computer. Power Locks. Cruise Control. Remote Keyless Entry. Heated Side Mirrors. Air Bags. 4 Wheel Disc Brakes. Steering Wheel Controls. MP3 Sound System. Dual Climate Control. Engine Immobilizer Anti-Theft System. Anti-Lock Braking System. Aluminum Wheels. Traction Control. Stk#172357. MSRP: $31,490

SAVE $2,990 OFF MSRP!
SHERMAN PRICE $28,500

NEW 2017 RAM
3500 4x4 DUAL REAR WHEELS

8' Bed. 6.7 Cummins Turbo Diesel w/Aisin Transmission. Intermittent Wipers. Power Windows. Power Locks. AC. Towing Package. Front Tow Hooks. Auto Off Headlights. Tire Pressure Monitoring System. Traction Control. Stk. #170352. MSRP $58,105

SAVE $11,205 OFF MSRP!
SHERMAN PRICE $46,900

NEW 2017 RAM
PROMASTER CITY CARGO

131.7 Cu. Ft. Cargo Area. 1883 lb. Payload. Power Windows with Front One-Touch-Down Feature. Telescoping Steering Column. Remote Keyless Entry. Electronic Stability Control Brake Assist. 4-Wheel Anti-Lock Disc Power Brakes. Tire Pressure Monitoring Display Light. Cabin Air Conditioning. All Speed Traction Control. Tinted Windshield Glass. Stk. #171825. MSRP $25,900.

SAVE $8,864 OFF MSRP!
SHERMAN PRICE $17,036

NEW 2017 RAM
PROMASTER

All Colors In Stock...

Power Windows. Halogen Headlamps. Remote Keyless Entry. Tire Pressure Monitoring Display. Electronic Stability Control. All Speed Traction Control. Telescoping Steering Column. Front and Rear Clearance Lamps. Tinted Windshield Glass. Full Size Spare Tire. Advanced Front Airbags. Stk. #170325. MSRP $31,265

SAVE $9,851 OFF MSRP!
SHERMAN PRICE... $21,414

388 AT VARYING PRICES!!

NEW 2017 JEEP
RENEGADE 4x4

Power Windows and Locks. Automatic. Rear Back-Up Camera. Remote Keyless Entry. Automatic Headlamps. Cornering Fog Lamps. All Speed Traction Control. Air Conditioning. Steering Wheel Audio Controls. Tire Pressure Monitoring Display. Hill Start Assist. Speed Control. Electronic Roll Mitigation. Stk.#172181. MSRP $24,120

SAVE $9,425 OFF MSRP!
SHERMAN PRICE $14,695

NEW 2017 DODGE
GRAND CARAVAN

Advanced Multi-Stage Front Airbags. Supplemental Side-Curtain Airbags in All Rows. Anti-Lock Brake System. Tire Pressure Monitoring Sensor. Keyless Entry with Immobilizer. 2nd Row Bench w/3rd Row 60/40 Stow 'n Go Bench. Power Windows. Stk. #170920. MSRP: $26,090

SAVE $9,190 OFF MSRP!
SHERMAN PRICE $16,900

NEW 2017 CHRYSLER PACIFICA TOURING

Intermittent Wipers. Power Windows. Spoiler. Quad Seating. Front Wheel Drive. Daytime Running Lights. Power Locks. AC. Steering Wheel Controls. Remote Keyless Entry. Hands-Free Wireless Connection. Anti-Theft System. Stk. #172292. MSRP $30,585

SAVE $8,900 OFF MSRP!
SHERMAN PRICE $21,685
OR LEASE FOR..... $199 PER MO. X 36 MONTHS*

36 mo. lease to qualified buyers with approved credit. $2999 down. Plus tax, title, license, doc fee. $0 security deposit. Sale price for lease $25,284. 10,000 miles.

NEW 2017 DODGE
CHALLENGER

Electric Power Steering. Steering Wheel Mounted Audio Controls. Daytime Running Lights. Projector Headlights. Tire Pressure Monitoring Display. Security Alarm. Satin Carbon Aluminum Wheels. Power Mirrors. Electronic Stability Control. Stk. #172713. MSRP $28,090

SAVE $7,600 OFF MSRP!
SHERMAN PRICE $20,490

NEW 2017 JEEP
WRANGLER UNLIMITED

Theft Deterrent System. Speed Control. 4-Wheel Disc Brakes. Traction Control. 8 Speakers. Rear Compartment Covered Storage. Soft Top. Two Front Tow Hooks and One Rear Tow Hook. Reclining Front Seats. Temperature and Compass Gauge. Premium Instrument Cluster with Tachometer. Tilt Steering Column. Stk. #170362. MSRP $30,290. Sherman Price: $26,499

$0 DOWN PAYMENT

SHERMAN LEASE..... $199 PER MO. X 36 MONTHS*

36 mo. lease to qualified buyers with approved credit. $0 down. Plus tax, title, license, doc fee. $0 security deposit. MSRP $30,290.

Good Credit? Bad Credit? No Credit? No Money Down Program! Our Goal Is 100% Approval! 400 Credit Scores Are Eligible to Drive! Call Sebastian at 855-336-4190

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SALES HOURS: M-F 9a-9p • EXTENDED HOURS SAT 9a-7p • SERVICE & PARTS HOURS: M-F 7a-6p & SAT 7a-3p
WE SPEAK ENGLISH, SPANISH, ITALIAN, POLISH, RUSSIAN, YIDDISH, GREEK, SERBIAN, ASSYRIAN & HINDI

www.ShermanDodge.com

TEXT US AT: (847) 786-2036

Major Sponsor of the Chicago Football Classic

CHICAGO FOOTBALL CLASSIC

Most offers cannot be combined. ^Based on Chrysler, Jeep, Dodge new car registrations for 2016 sales year as stated by the FCA Midwest Business Center. Lease with approved credit thru Ally, US Bank or Chrysler Capital. 10k miles/yr allowed $.25 per mile over. No Security or Acq. Fee required. *All prices + payments plus tax, title, lic. & $172.15 doc fee. MSRP may not be the price at which vehicles are sold in the trade area. All applicable factory rebates applied. ◊ Financing with approved credit on select models. $13.89/mo per $1,000 financed. Dealer buy-down may affect your final price. MPG is based on 2015 EPA estimates; actual mileage may vary. Vehicle availability at press deadline. All vehicles subject to prior sale. Dealer is not responsible for typographical errors in this ad. See dealer for complete details. Offers end 3 days after pub date.

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 6

Sherman Dodge Advertisement of December 10, 2016, Chicago Sun-Times (Circle added)

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

Sherman Mobility Superstore

ON THE CORNER OF CICERO & HOWARD

ADA Compliant

FREE MOBILITY LOANER WITH SERVICE!^

OVER 100 MOBILITY VANS IN STOCK!

PRICES TO FIT EVERY BUDGET!

Stk.#152006

Brand New 2015 Dodge Caravan SE Plus POWER RAMP

SAVE OVER $12,000!

$30,900*

off What? MSRP? must list MSRP so customer can do math

TOYOTA · KIA · HONDA · CHRYSLER · DODGE

✓Side Entry ✓Rear Entry ✓Kneelvan Systems Available

FREE CONSULTATIONS! CALL 866-594-4000

www.ShermanMobility.com

Add tax, license, title and $169.27 doc fee. All applicable rebates/incentives applied. Pictures may not be actual vehicle being sold. Offer valid 3 days after publication.

missing MSRP disclaimer

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8/11/2020 9:49 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

10051828

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 7

Sherman Dodge January 2017 "Trade In Trade Up" Mailer

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE "TRADE IN TRADE UP" SALES EVENT

CHRYSLER DODGE Jeep RAM

GOING ON NOW AT SHERMAN DODGE CHRYSLER JEEP RAM

(855) 410-0920 7601 North Skokie Blvd. • Skokie, IL 60077 • www.shermandodge.com

Dear Anthony Marino,

Sherman Dodge Chrysler Jeep RAM invites you to join us as we ring in the New Year during our **"TRADE IN TRADE UP" SALES EVENT!**

During our Trade-In and Trade-Up Sales Event you will save up to an **ADDITIONAL $3,000*** when you trade in your vehicle! This is on top of all other offers!

We want your vehicle! Paid for or not! Our Managers have been authorized to assist you in terminating the remainder of your loan or lease, no matter what you owe! There is a very good chance that when using your Trade-In Bonus Cash your payment may be **EVEN LOWER** than your current payment.

This is a limited time offer - Your vehicle may never be worth more. Hurry, this event ends January 31, 2017!

Please call Matt Horn at (855) 410-0920 to set up your appointment today!

This program is being offered exclusively at Sherman Dodge Chrysler Jeep RAM.

SHERMAN
On the corner of Cicero & Howard In Skokie
CHRYSLER DODGE Jeep RAM

ST▶RT SOMETHING NEW
SALES EVENT
Jeep JEEP DAYS

SHERMAN
On the corner of Cicero & Howard In Skokie
CHRYSLER DODGE Jeep RAM

Valid *Now through January 31, 2017*

Up to $ *3,000.00* *

Amount *Three Thousand Dollars and 00/100*

1 1 ******AUTO**SCH 5-DIGIT 60004
0000311 j276531
Pay to the order of
Anthony Marino
714 N Vail Ave
Arlington Heights, IL 60004-5524

Matt Horn
Authorized Signature

*Owners of trading in a Pick up will save an addition $2,000 - $3,000 when purchasing a New 2016 Ram 1500. Jeep owners save an additional $1,000 when purchasing a New 2016 Jeep Cherokee or Grand Cherokee.

:1220 247: 0737 9308

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 8

Sherman Dodge March 2017 "Key Exchange Event" Mailer

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

SHERMAN DODGE CHRYSLER JEEP RAM

RAM DODGE Jeep

$5,000 APPRAISAL ENHANCEMENT!

3 DAYS ONLY! FRIDAY, MARCH 10 SATURDAY, MARCH 11 MONDAY, MARCH 13

KEY EXCHANGE EVENT

[redacted]

We want to exchange your 2014 Jeep Grand Cherokee for a brand new 2016/2017 Chrysler, Dodge, Jeep or Ram during our **KEY EXCHANGE EVENT**. We are willing to offer you **$5,000** above market value for your vehicle. This appraisal enhancement can be applied to your trade when upgrading to a new Dodge, Chrysler, Jeep or RAM. **PLUS**, every vehicle in our **2,000** car inventory will be offered at special prices!

The combination of Low Rate† Financing and High Trade Values means you could possibly be driving a new vehicle for the same payment or even less than you have now.

This invitation is only for select 2014 Jeep Grand Cherokee owners – this will be your only notification.
OFFER EXPIRES MARCH 13, 2017.

[redacted]
Please call me to set up your appraisal.
– Matt Horn

SPRING CLEARANCE EVENT STARTS NOW AT:

SHERMAN
On the corner of Cicero & Howard **In Skokie**

7601 North Skokie Boulevard
Skokie, IL 60077
(855) 207-5083
www.shermandodge.com

TRUCK MONTH RAM

†With approved credit, on select models. See dealer for complete details.

Sherman Dodge Chrysler Jeep Ram
7601 North Skokie Boulevard • Skokie, IL 60077

Appraisal Enhancement Voucher

Valid: Now through March 13, 2017

Valid On A:

2014 JEEP GRAND CHEROKEE **$5,000.00**

Non-Negotiable. Non-Transferable. Not a check. One voucher per purchaser, per household. Valid only during dates shown above. No cash value.

47 22 ******AUTO**ALL FOR AADC 604
0007940 j280264

Pay To The Order Of: [redacted]

Matt Horn
Authorized Signature

FILED
8/11/2020 9:49 AM
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CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

10051828

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 9

Sherman Dodge November 2018 “96 Hour Mega Black Friday Sale” Online Advertisement

blue: Login | (18 unread) - patriciadillonkelly | Dodge Chrysler Jeep RAM Deale

https://www.shermandodge.com

Apps | HiyaHiya North Amer | Premarket Approval | New and Used BMW | Spoonflower | bbb-code-of-advert | Chicago Same Sex A | Michael A Dr Cascio

Skip to Main Content

SHERMAN In Skokie

HOME | NEW | USED | WHAT'S MY TRADE WORTH? | SHOPPING TOOLS | SERVICE & PARTS | MOBILITY | ABOUT US

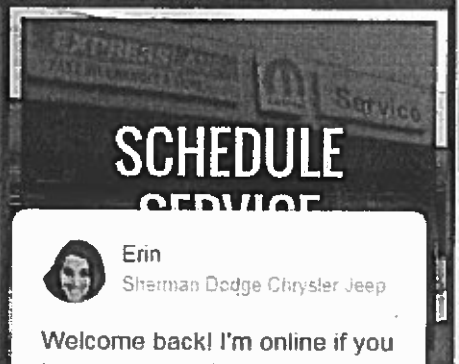
New Jee

WELCOME TO
SHERMAN DODGE

SALES: 847-892-1875
SERVICE & PARTS: 224-412-3243
MOBILITY: 847-262-3963

7601 N. SKOKIE BLVD.
SKOKIE, IL 60077

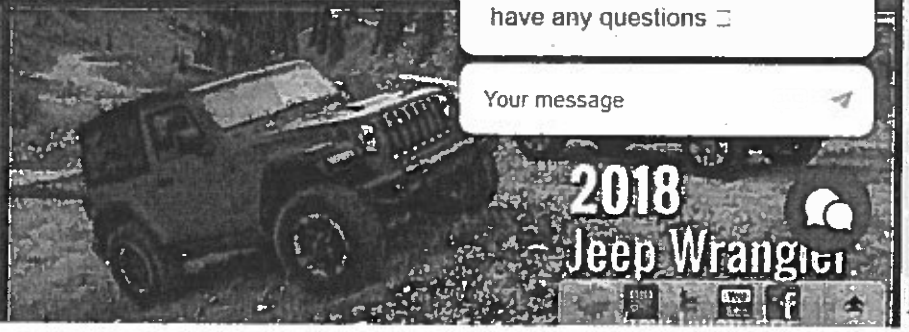
Used Vehicles | Get Pre-Approved | Value Your Trade | Current Specials



Erin
Sherman Dodge Chrysler Jeep
Welcome back! I'm online if you have any questions

Your message

Christopher was very professional and customer service was great. I was met at my vehicle before I exited requesting what I needed done. I felt special.
- deamr1956



https://www.shermandodge.com/search/new-skokie-il/?cy=60077&tp=new

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8/11/2020 9:49 AM
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CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 10

Sherman Dodge February 15, 2019 online advertisement of the 2018 Jeep Renegade Sport Stock #189206, as pulled from Google Web cache on March 14, 2019

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

This is Google's cache of http://www.shermandodge.com/search/new-jeep-skokie-il/?s:yr=1&cy=60077&mk=29&tp=new. It is a snapshot of the page as it appeared on Feb 15, 2019 17:47:33 GMT. The current page could have changed in the meantime. Learn more.

Full version Text-only version View source

Tip: To quickly find your search term on this page, press **Ctrl+F** or **⌘-F** (Mac) and use the find bar.

Sherman Dodge Chrysler Jeep Ram

Order Parts

Narrow Your Search

Viewing

- [x] New
- [x] Jeep

View All Inventory

Type

- [ ] Special (27)

Make

- [ ] Chrysler (26)
- [ ] Dodge (154)
- [x] Jeep (487)
- [ ] Ram (290)

Model

Year

Price

Erin
Sherman Dodge Chrysler Jeep
I'm online! How can I help you with the Skokie?
Your message

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

New 2018 Jeep Renegade Sport

Compare 847-278-9623

Blue 2018 Jeep Renegade Sport 4WD 9-Speed 948TE Automatic 2.4L I4 21/29 City/Highway MPGAt Sherman Dodge Chrysler Jeep RAM ProMaster. We help... (more)

Mileage	
Trim	Sport
Stock #	189206
VIN	ZACCJBAB9JPJ58514
Exterior Color	Blue
Interior Color	Black
Drivetrain	4WD

MSRP	~~$24,570~~
Discount	$9,023
Sherman Price	$15,547

$ Start Your Purchase

$ Get Lease Payment

First Time Buyer Program

VIDEO

Get Pre-Approved

Value Your Trade

View All

Confirm Availability | Take it For a Ride | Vehicle Brochure | Window Sticker

New 2018 Jeep Compass Latitude

Compare 847-278-9623

White Clearcoat 2018 Jeep Compass Latitude FWD 6-Speed Aisin Automatic 2.4L I4 22/31 City/Highway MPGAt Sherman Dodge Chrysler Jeep RAM ProMaster. We...(more)

Mileage	
Trim	
Stock #	
VIN	3C4NJC
Exterior Color	W
Interior Color	
Drivetrain	

MSRP	~~$26,485~~
Discount	$9,673
Sherman Price	$16,812

Erin
Sherman Dodge Chrysler Jeep
I'm online! How can I help you with the Skokie?
Your message
SMS

View All

Take it For a Ride | Vehicle Brochure | Window Sticker

Get Pre-Approved

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COOK COUNTY, IL
2020CH05333

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

10051828

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 11

Darryl Brisker Contract to Purchase 2018 Jeep Renegade Sport

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

SHERMAN DODGE Jeep CHRYSLER RAM
On The Corner of Cicero & Howard of Skokie

7601 N. Skokie Blvd.
SKOKIE, ILLINOIS 60077
Phone (847) 982-9500
Fax (847) 982-9055
www.shermandodge.com

DEAL #:356030
CUST #: 155126

SOLD TO DARRYL BRISKER DATE: 02/15/2019 SALESPERSON ROMINO MECAJ

ADDRESS [redacted] CITY [redacted] STATE IL ZIP 60643

RES. PHONE: [redacted] BUS PHONE: CELL. PHONE: [redacted] E-MAIL: NONE

XX NEW / ☐ USED / ☐ DEMO	YEAR	MAKE	MODEL	COLOR
	2018	JEEP	RENEGADE	JETSET B

SERIAL NUMBER	STOCK NO.
ZACCJBAB9JPJ58514	189206

All consumer rebate(s) are subject to Illinois state sales tax.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, NO MORE THAN 179.81 MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES. ADDITIONALLY, DEALERS MAY CHARGE A FEE NOT TO EXCEED $25.00 FOR THE OPTIONAL SERVICE OF ELECTRONICALLY PROCESSING VEHICLE TITLING AND REGISTRATION AND FOR PROVIDING REGISTRATION PLATES OR STICKERS.

DEALER INSTALLED OPTIONS OR SERVICES

PRICE OF VEHICLE	33147.47
DEALER INSTALLED OPTIONS	N/A
SELLING PRICE	33147.47
LESS: GROSS TRADE ALLOWANCE	9500.00
CASH DIFFERENCE	23647.47
DOCUMENTARY SERVICE FEE	179.81
ELECTRONIC REGISTRATION FEE	25.00
TAXABLE TOTAL	23852.28
SALES TAX	1729.00
COOK COUNTY TAX	238.52
CHICAGO CITY TAX	298.00
FLAT COUNTY TAX	22.50
STATE TITLE AND LICENSE ☐ NEW ☐ TRANSFER	196.00
REBATE(S)	5500.00
SERVICE CONTRACT	2241.00
GAP COVERAGE	900.00
ESTIMATED BALANCE OWED ON TRADE	8000.00
SUB-TOTAL	31977.30
DEPOSIT/DOWN PAYMENT	750.00
CASH DUE OR AMOUNT FINANCED ON DELIVERY	31227.30
BALANCE DUE DEALER	

DISCLAIMER OF WARRANTY: Dealer is not a party to any manufacturer warranty that may be applicable and is not a party to any other service contracts or warranties purchased by the customer unless the service contract or warranty states in writing that it is from the Dealer. Unless the warranty or service contract is provided directly by Dealer to customer or unless otherwise required by law, **THIS VEHICLE IS SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED** and Dealer hereby disclaims all warranties either expressed or implied, **INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of any vehicles.

NO INCIDENTAL AND CONSEQUENTIAL DAMAGES: Whether or not express or implied warranties exist for this vehicle in no event shall purchaser be entitled to receive from Dealer any consequential damages or incidental damages, including without limitation damages to property, damages for loss of use, loss of profits or mental anguish and aggravation arising from liability based upon breach of warranty, contract, tort strict liability or any other statutory or common law theory of liability.

LIMITED DURATION OF IMPLIED WARRANTIES: To the extent that implied warranties can not be disclaimed because this vehicle has been sold with a written warranty or service contract, the maximum duration of any such implied warranties is limited to the duration of the written warranty or service contract.

I UNDERSTAND THAT I AM RESPONSIBLE TO PROVIDE *SHERMAN DODGE* WITH A LIEN-FREE TITLE FOR MY TRADE IN. I WILL PROVIDE THIS TITLE TO *SHERMAN DODGE* WITHIN 10 DAYS FROM TODAY. SINCE I AM UNABLE TO PRODUCE THE TITLE UPON DELIVERY, I UNDERSTAND THERE IS A DUPLICATE TITLE FEE OF $95.00

FTC WINDOW STICKER. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM (BUYER'S GUIDE) OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT FOR SALE.

THANK YOU FOR YOUR BUSINESS

TRADE-IN DESCRIPTION
(See trade-in terms and conditions on back)

YEAR / MAKE / MODEL: 2008 DODGE AVENGER

BODY STYLE / COLOR / LICENSE NO.: 4DRR SDN SXT FW

MILEAGE: 84483 ENGINE: 4 STOCK NO.: 189206A A.C.V.:

V.I.N.: 1B3LC56K98N690292

TITLE HELD BY: CREDIT ACCEPTANCE

ADDRESS

CITY / STATE / ZIP

ACCOUNT NO.

IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL AND UNLESS A FINANCE SOURCE APPROVES THIS ORDER AND AGREES TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN CUSTOMER AND DEALER BASED ON THIS ORDER. This transaction is non-cancelable after the signing of this agreement except as provided herein. If you fail to comply with your obligations under this contract, you will be liable for the REASONABLE ATTORNEY'S FEES AND COSTS incurred by Dealer in the enforcement of the contract.

I acknowledge that Dealer and its agents and representatives have made no representations, agreements or promises, concerning the contract, financing or the vehicle being purchased hereunder, that do not appear in writing. By signing below Dealer certifies that all identifying numbers contained in this bill of sale agree with those on the certificate of title.

I certify that I am 18 years of age or older. I acknowledge that I have read the terms of this contract (front and back) and that I have been offered a copy of this contract.

PURCHASER SIGNS X _____ **DATE** 02/15/2019

_____ **DATE** 02/15/2019

MANAGER'S APPROVAL (Must Be Accepted By An Authorized Representative of the Dealer)

CO-PURCHASER SIGNS X _____ **DATE** _____

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS.** As used in this Order the terms (a) "Dealer" shall mean Skokie Motor Sales, Inc. d/b/a Sherman Dodge Chrysler Jeep who is the Dealer to whom this Order is addressed (b) "Purchaser" or "Customer" shall mean the party executing this Order on the face hereof and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser that Dealer is in no respect the agent of Manufacturer.

2. **PRICE CHANGES.** Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder by Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may if dissatisfied therewith cancel this Order, prior to taking delivery or within seven days of notice of the price changes, whichever is earlier.

3. **DELIVERY DELAYS.** Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

4. **TAXES.** The price of the car quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the time of delivery of such car unless expressly so stated. The customer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.

5. **RIGHT TO INSPECT - FINAL ACCEPTANCE OF VEHICLE.** The Customer acknowledges that he or she will be given an opportunity to thoroughly inspect the vehicle sold hereunder prior to taking delivery and that by taking delivery the Customer agrees to accept such vehicle with any defect or nonconformity. Receipt of delivery of the vehicle sold hereunder constitutes the Customer's acknowledgement that said vehicle conforms to this Contract and constitutes the Customer's unqualified acceptance of the vehicle pursuant to Section 2-606 of the Uniform Commercial Code as enacted in Illinois.

6. **OTHER DOCUMENTS.** The Purchaser, before or after the time of delivery of the motor vehicle covered by this Order, will execute such other forms of agreement of documents as may be required by the terms and conditions of payment indicated on the front of this Contract.

7. **RUSTPROOFING.** Purchaser acknowledges that he/she has reviewed the vehicle manufacturer's warranty with respect to corrosion or rust and the written policy statement of the vehicle manufacturer with respect to "After-market" rustproofing and appearance products.

8. **REPOSSESSION.** In addition to any other remedies that may be available, in the event that Purchaser's down payment checks do not clear the bank or in the event financing (if applicable) is not accepted by the finance source, and Purchaser refuses to return the automobile, or in the event of any default by Purchaser of any of Purchaser's obligations hereunder, Purchaser authorizes Seller to repossess the motor vehicle with or without legal process and by peaceable entry upon Purchaser's property. The taking of such action by Seller shall not preclude the seeking of additional damages that may have been caused by Buyer as a result of the above.

9. **ATTORNEY'S FEES.** In the event of a breach of contract or default by Purchaser that necessitates the filing of a court action or arbitration, Seller shall be entitled to reasonable attorneys fees and costs in addition to any other recovery by Seller against Purchaser.

10. **VENUE.** Unless the parties arbitrate their dispute, the Customer agrees that the Circuit Court of Cook County or the United States District Court, Northern District of Illinois shall be the exclusive and sole possible sites for any lawsuit between the parties arising out of or related to this Contract or the vehicle being purchased hereunder.

11. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** No legal or administrative action may be commenced by the Customer against Dealer or any other party arising out of this Contract, or in connection with the transaction described herein, in the form of a claim, counter-claim, third party action or otherwise, unless Customer shall give Dealer prompt written notice of the defect or claim upon which any such action will be based and afford Dealer reasonable opportunity, of not less than 21 days, to correct or satisfy any such defect or claim.

TERMS, CONDITIONS, AND CUSTOMER WARRANTIES FOR TRADE-INS

12. **RE-APPRAISAL.** If the used motor vehicle has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of the new motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraisal value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order prior to taking delivery.

13. **VEHICLE MODIFICATIONS AND EMISSIONS.** Customer warrants that he or she has not modified, and will not modify, the trade-in vehicle in a way which would violate any state, federal or local laws or regulations, including but not limited to vehicle emission laws, regulations promulgated by the Department of Transportation and the Environmental Protection Agency, and safety regulations and that he or she does not know, or have reason to know, of any such modifications; Customer further warrants that the trade-in vehicle is in compliance with the Illinois Vehicle Emission Inspection Law, Ill. Rev. Stat. Ch 95½ Par, 13A-101 et seq. Customer also warrants that the trade-in does not have a cracked engine block and that the Customer has not replaced and does not know of a replacement of the engine of the trade-in with the engine of any other year, make or model of vehicle.

14. **GOOD TITLE.** Except as otherwise expressly noted herein, Customer warrants that; (a) The trade-in vehicle is his or her property free and clear of all liens and encumbrances; (b) Customer has lawful possession of the trade-in vehicle, with full authority to sell, transfer and deliver it to Dealer hereunder; and (c) No other person has any interest in the trade-in vehicle. Customer agrees to deliver the Certificate of Title to Dealer, complete with all necessary signatures, at the time of delivery of the trade-in vehicle to Dealer. If Customer learns that he or she has violated this warrant of good title, Customer shall immediately so notify Dealer in writing and pay Dealer, in cash, the amount of the trade-in allowance, plus any amount for which Dealer is liable to the owner of the trade-in vehicle.

15. **SALVAGE TITLE.** Customer represents and warrants that title to the motor vehicle trade-in hereunder is not, by way of illustration but not limitation, a S.V. or rebuilt Certificate of Title of a vehicle, or any other type of status or specific nomenclature of certification which might, with or without Customer's knowledge, in anyway alter or diminish title, or in any way reduce the vehicle's value as determined by Dealer.

16. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE.** If Customer fails to deliver the trade-in vehicle, and/or good title thereto, on or before the time the purchased vehicle is delivered, the agreement between Customer and Dealer for the purchase of the purchased vehicle as set forth in the Contract remains in full force and effect, unless cancelled by Dealer, except that upon the election of Dealer, there shall be immediately due and payable to Dealer from Customer the amount of the trade-in allowance, in cash.

17. **ODOMETER.** Purchaser warrants that the odometer on his/her trade-in motor vehicle has not been altered, set back, disconnected or replaced while in Purchaser's possession. Purchaser further agrees to indemnify and hold Seller harmless for ANY liability resulting from any odometer inconsistencies the cause of which occurred prior to the delivery of said motor vehicle to Seller.

18. **YEAR OF TRADE-IN.** Purchaser also warrants and represents the year of the trade-in listed on the front of this order is the actual and correct year for the trade-in.

19. **CANCELLATION.** In the event the Customer's purchase of the purchased vehicle is cancelled in accordance with the Contract prior to delivery of the trade-in vehicle to Dealer, the purchase of the trade-in vehicle by Dealer is also cancelled.

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 12

Response to Complaint 2019-CONSL- 91264

DEALERSHIP RESPONSE TO BETTER BUSINESS BUREAU

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

The Numbers Mr. Brisker has referred to are false. The price of the vehicle was $33,147.47, we gave Mr. Brisker $9,500 for his Gross Trade Allowance which brings the price down to $23,647.47. Mr. Brisker qualified for $5,500 in rebates. Which brings the price to $18,147.47. Mr. Brisker needed to pay for taxes, title and license as well. After taxes , title and license the total was $20,839.30. (As shown on buyers guide) Mr. Brisker choose to purchase a Service Contract at the price of $2,241.00 and GAP COVERAGE at the price of $900.00. We also paid off Mr. Brisker's estimated balance of $8,000.00 owed on trade. Mr. Brisker Put $750.00 as a down deposit. That totals the amount financed to be $31,227.30, not the " almost $34,000 " Mr. Brisker stated in his complaint.

Regarding the 10 days to return the vehicle, There is no cooling off period after purchasing a vehicle. The Interest rate is solely based on the customers credit. Mr. Brisker was well aware of all these aspects. Mr. Brisker Read and signed the terms and conditions of his purchase. (as attached). Sherman Dodge did not mislead anyone. There is nothing illegal about Mr. Brisker complaint or the way his purchase was handled.

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8/11/2020 9:49 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 13

Response to Complaint 2018-CONSL- 66491

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

Sherman Dodge Chrysler Jeep
7601 N. Skokie, IL 60077
(847)982-9500

David Emciso,

All prices online include all available rebates and incentives. Some may require quilifications. We do apologize for any misunderstanding or miscommunication via email. We do our best to give our customers all the savings we can.

Alex Kocik
General Manager

(847)-982-3548

FILED
8/11/2020 9:49 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH05333

10051828

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,

v.

SKOKIE MOTOR SALES, INC., an Illinois Corporation d/b/a Sherman Dodge, Defendant.

EXHIBIT 14

Juliette Syas Contract to Purchase 2014 Mercedes E350

FILED DATE: 8/11/2020 9:49 AM 2020CH05333

SHERMAN DODGE Jeep CHRYSLER RAM
On The Corner of Cicero & Howard of Skokie
7601 N. Skokie Blvd.
SKOKIE, ILLINOIS 60077
Phone (847) 982-9500
Fax (847) 982-9055
www.shermandodge.com

DEAL #: 314898
CUST #: 135619

SOLD TO: JULIETTE SYAS DATE: 04/28/2017 SALESPERSON: CHRISTOPHER I

ADDRESS: [redacted] CITY: CHICAGO STATE: IL ZIP: 60644

RES. PHONE: [redacted] BUS PHONE: [redacted] CELL. PHONE: E-MAIL: [redacted]

☐ NEW ☐ USED ☐ DEMO	YEAR	MAKE	MODEL	COLOR
	2014	MERCEDES-BENZ	E-CLASS	BLACK

SERIAL NUMBER	STOCK NO.
WDDHF8JB3EA824002	E1612

All consumer rebate(s) are subject to Illinois state sales tax.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, NO MORE THAN 172.15 MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES. ADDITIONALLY, DEALERS MAY CHARGE A FEE NOT TO EXCEED $25.00 FOR THE OPTIONAL SERVICE OF ELECTRONICALLY PROCESSING VEHICLE TITLING AND REGISTRATION AND FOR PROVIDING REGISTRATION PLATES OR STICKERS.

DEALER INSTALLED OPTIONS OR SERVICES

ETCH	91.00
NITRO FILL	30.00

PRICE OF VEHICLE	28995.00
DEALER INSTALLED OPTIONS	121.00
SELLING PRICE	29116.00
LESS: GROSS TRADE ALLOWANCE	19000.00
CASH DIFFERENCE	10116.00
DOCUMENTARY SERVICE FEE	172.15
ELECTRONIC REGISTRATION FEE	25.00
TAXABLE TOTAL	10313.15
SALES TAX	747.70
COOK COUNTY TAX	103.13
CHICAGO CITY TAX	128.91
FLAT COUNTY TAX	N/A
STATE TITLE AND LICENSE ☐ NEW ☐ TRANSFER	186.00
REBATE(S)	N/A
SERVICE CONTRACT	3450.00
GAP COVERAGE	N/A
ESTIMATED BALANCE OWED ON TRADE	22700.00
SUB-TOTAL	37638.89
DEPOSIT/DOWN PAYMENT	N/A
CASH DUE OR AMOUNT FINANCED ON DELIVERY	37638.89
BALANCE DUE DEALER	

DISCLAIMER OF WARRANTY: Dealer is not a party to any manufacturer warranty that may be applicable and is not a party to any other service contracts or warranties purchased by the customer unless the service contract or warranty states in writing that it is from the Dealer. Unless the warranty or service contract is provided directly by Dealer to customer or unless otherwise required by law, **THIS VEHICLE IS SOLD AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED** and Dealer hereby disclaims all warranties either expressed or implied, **INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of any vehicles.

NO INCIDENTAL AND CONSEQUENTIAL DAMAGES: Whether or not express or implied warranties exist for this vehicle in no event shall purchaser be entitled to receive from Dealer any consequential damages or incidental damages, including without limitation damages to property, damages for loss of use, loss of profits or mental anguish and aggravation arising from liability based upon breach of warranty, contract, tort strict liability or any other statutory or common law theory of liability.

THANK YOU FOR YOUR BUSINESS

TRADE-IN DESCRIPTION
(See trade-in terms and conditions on back)

YEAR	MAKE	MODEL
2007	JEEP	GRAND CHEROKEE

BODY STYLE	COLOR	LICENSE NO.
4WD SRT-8	BLACK	

MILEAGE	ENGINE	STOCK NO.	A.C.V.
76361	8	E1612A	