

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE**

In the matter of:)
)
Anchorage Chrysler Center, Inc.) Case No. 3AN-25-_____ CI
)

**ASSURANCE OF VOLUNTARY COMPLIANCE
(AS 45.50.511)**

1. This Assurance of Voluntary Compliance (AVC) is entered into by the State of Alaska (State) and Anchorage Chrysler Center, Inc. (ACC), to resolve the State’s concerns regarding document fees charged by ACC from March 10, 2022, to February 9, 2024, when those fees were not included in the vehicle prices advertised on ACC’s website.
2. This AVC constitutes an agreement between ACC and the State related to ACC’s practices as described below.
3. The parties bring this matter to the Court under AS 45.50.511, which provides, in pertinent part, as follows: “[T]he attorney general may accept an assurance of voluntary compliance with respect to any act or practice considered to be violative of AS 45.50.471—45.50.561 from a person who has engaged or was about to engage in such an act or practice. The assurance shall be in writing and shall be filed with and is subject to the approval of the superior court in the judicial district in which the alleged violator resides or is doing business or has the principal place of business in the state.

The assurance of voluntary compliance is not considered an admission of violation for any purpose.”

4. The State considers ACC’s practices described above to be violations of AS 45.25.440 and therefore of AS 45.50.471(a), under AS 45.50.471(b)(43). ACC disagrees with that assessment but consents to the Court’s approval of this AVC.

5. In consideration of their mutual agreement to the terms of this AVC, and the consideration described herein, the sufficiency of which is hereby acknowledged, ACC and the State agree as follows:

JURISDICTION

6. ACC is a Delaware corporation with its primary place of business at 2601 E. 5th Ave., Anchorage, AK 99501.

7. ACC conducted business within the Third Judicial District at Anchorage, Alaska at all times relevant to this matter.

8. Venue in the Superior Court for the Third Judicial District at Anchorage is proper pursuant to Rule 3 of the Alaska Rules of Civil Procedure and AS 45.50.511.

DEFINITIONS

9. For the purposes of this AVC, the following definitions shall apply:

(a) “ACC” means Anchorage Chrysler Center, Inc., dba Anchorage Chrysler Dodge Jeep RAM, and its subsidiaries and successors.

- (b) “Effective Date” means the date this AVC is approved and signed by a judge of the Alaska Superior Court.
- (c) “Days” refers to calendar days rather than business days.
- (d) “Vehicle” has the meaning given for “motor vehicle” in AS 45.25.590.
- (e) “Impacted Sale” means an instance during the period from March 10, 2022, to February 9, 2024, where ACC sold a Vehicle for a dollar amount, including the document fee, greater than the online advertised price for the Vehicle.
- (f) “Impacted Consumer” means a person who purchased a vehicle in an Impacted Sale.

AGREEMENT AND ASSURANCE

10. In every instance where ACC advertises the asking price for its vehicles, the asking price will include all fees and costs that ACC will charge a consumer to purchase the vehicle, with the exception of fees ultimately paid to a government agency. This applies to all asking price advertisements whether in writing, online, or at the dealership.

11. By the 90th day after the Effective Date, or, if that date falls on a weekend or State holiday, the next business day thereafter, ACC will identify every Impacted

Sale and provide a report to the Attorney General's Office which states the number of Impacted Sales identified. ACC will also notify the Attorney General's Office of any Impacted Sales identified after this report is made.

12. Within 120 days from the Effective Date, or, if that date falls on a weekend or State holiday, the next business day thereafter, ACC will send letters to every Impacted Consumer at the address provided to ACC by that consumer. The form letters must be approved by the Attorney General's Office and contain the following language:

"It has come to the attention of Anchorage Chrysler Center, Inc., dba Anchorage Chrysler Dodge Jeep RAM, that the specific dollar amount of \$220 for the document fee Anchorage Chrysler Center charged you was not included in the online advertised price of the vehicle sold to you, although the fact that there would be a document fee was included in the advertisement, without stating the specific dollar amount. Without admitting any wrongdoing on its part, Anchorage Chrysler Center has come to an agreement with the Alaska Attorney General's Office to offer to return this \$220 fee to you.

"If you wish to receive a check for \$220, contact Anchorage Chrysler Center by email at [dedicated email address] or by phone at

[phone number] by no later than [the date 170 days from the Effective Date] and provide a mailing address where the check should be sent. By cashing or depositing this check, you will agree to release any claim you might have against Anchorage Chrysler Center relating to the document fee you were charged.”

13. In cases where an Impacted Consumer completed more than one Impacted Transaction, ACC will modify the scripts in paragraphs 12 and 15 to reflect the higher sum the consumer is owed and as otherwise necessary.

14. ACC may immediately begin sending checks with letters in compliance with Paragraphs 17 and 18 to consumers who provide a mailing address.

15. By no later than 210 days from the Effective Date, or, if that date falls on a weekend or State holiday, the next business day thereafter, ACC will complete its attempts to telephonically contact all Impacted Consumers who did not respond to the letter. At a minimum, two calls on different days must be made to each non-responsive Impacted Consumer, unless a representative from ACC is able to speak to the Impacted Consumer on the first call or the Impacted Consumer otherwise provides a mailing address to ACC. If unsuccessful in making contact with a consumer, ACC will leave a voice message if possible. ACC must read the following script as part of each call or voice message.

ITMO: Anchorage Chrysler Center, Inc.
Assurance of Voluntary Compliance

Case No. 3AN-25-____CI
Page 5 of 12

“It has come to the attention of Anchorage Chrysler Center, Inc., dba Anchorage Chrysler Dodge Jeep RAM, that the specific dollar amount of \$220 for the document fee Anchorage Chrysler Center charged you was not included in the online advertised price of the vehicle sold to you, although the fact that there would be a document fee was included in the advertisement, without stating the specific dollar amount. Without admitting any wrongdoing on its part, Anchorage Chrysler Center has come to an agreement with the Alaska Attorney General’s Office to offer to return this \$220 fee to you.

“If you wish to receive a refund check for \$220, you must provide us with a mailing address for the check. You may provide that address [[for live calls] to me now or] by email at [dedicated email address] or by phone at [phone number]. You must respond by no later than [the date 240 days from the Effective Date] in order to receive a check. By cashing or depositing this check, you will agree to release any claim you might have against Anchorage Chrysler Center relating to the document fee you were charged.”

16. ACC's representatives will repeat this script, or the information in this script, if asked by the customer and make a good faith effort to ensure that the Impacted Consumer understands the information in the script.

17. Within 260 days of the Effective Date, ACC will mail checks for a sum of \$220 for each Impacted Sale to every Impacted Consumer who provided ACC with an address in response to either ACC's above-described letters or telephone calls. The check will include the following language in the "memo" line:

"Reimbursement of dealer document fee. See attached letter."

18. The check will be accompanied by a letter which must be approved by the Attorney General's Office and include the following language:

"Enclosed with this letter is a check provided to you by Anchorage Chrysler Center, Inc., dba Anchorage Chrysler Dodge Jeep RAM, returning the payment you made for a dealer document fee when purchasing a vehicle from Anchorage Chrysler Center. By cashing or depositing this check, you agree to release any claim you might have against Anchorage Chrysler Center relating to the document fee. You must cash or deposit this check by [the date 320 days from the Effective Date]. If you do not cash or deposit this check by that date, this check will be canceled and you will not be entitled to any payment by Anchorage

Chrysler Center under the agreement between Anchorage Chrysler Center and the Alaska Attorney General's Office.”

19. On the 340th day after the Effective Date, or, if that date falls on a weekend or State holiday, the next business day thereafter, ACC will provide the Attorney General's Office with a report stating the total sum of money that ACC has paid to Impacted Consumers through the checks described in Paragraph 17.

20. By the 360th day after the Effective Date, or, if that date falls on a weekend or State holiday, the next business day thereafter, ACC will make a payment to the State as follows: The amount of this payment will be the number of Impacted Sales stated in the report described in Paragraph 11 and any subsequently identified Impacted Sales multiplied by \$220 minus the payments total stated in the report described in Paragraph 19.

21. ACC will record the addresses and phone numbers that it used to contact each Impacted Consumer, the dates any Impacted Consumer was called, whether each Impacted Consumer was successfully contacted, the addresses that checks were sent to and whether each check was cashed. ACC will preserve these records for at least 435 days from the Effective Date. The State may obtain copies of these records on request.

RELEASE

22. The State releases ACC from all civil claims that the State could have brought based on ACC not having included the amount of its document fees in the online advertised price of its vehicles from March 10, 2022, through February 9, 2024.

23. If ACC fails to perform its obligations under Paragraphs 10-21, the State may rescind this Release and file an action under AS 45.50.501 raising any claims that could have been raised as of the Effective Date.

GENERAL TERMS

24. This AVC shall not bar the State from enforcing laws, regulations, or rules against ACC for conduct subsequent to or otherwise not covered by the Release.

25. In accordance with AS 45.50.511, this AVC is not, for any purpose, an admission by ACC that it has violated AS 45.50.471—45.50.561, nor does ACC admit to violating any other law regarding the document fee.

26. If any clause, provision, or section of this AVC is, for any reason, held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC, which shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or provision had not been contained herein.

SERVICE AND CORRESPONDENCE

27. All service and correspondence between the parties relating to this AVC may be delivered to the attorney for the relevant party at the following physical or email addresses:

For the State:

ATTN: Ian Engelbeck, Consumer Protection Unit
State of Alaska, Department of Law
1031 W. 4th Avenue, Ste. 200
Anchorage, Alaska 99501
ian.engelbeck@alaska.gov

For ACC:

Russell Winner
Winner & Associates, P.C.
900 W. 5th Avenue, Suite 700
Anchorage, AK 99501-2044
rwinner@winnerlaw.com

This Assurance of Voluntary Compliance is entered into by and between the
State of Alaska and ACC:

FOR THE STATE OF ALASKA:

TREG TAYLOR
ATTORNEY GENERAL

_____ Date: _____

By: Ian R. Engelbeck
Alaska Bar Number: 2010094
Assistant Attorney General
State of Alaska, Department of Law
1031 W. 4th Avenue, Ste. 200
Anchorage, Alaska 99501

FOR ANCHORAGE CHRYSLER CENTER, INC.:

_____ Date: _____

By: Russell L. Winner
Alaska Bar Number: 7811149
Winner & Associates, P.C.
900 W. 5th Avenue, Suite 700
Anchorage, AK 99501-2044

DEPARTMENT OF LAW
OFFICE OF THE ATTORNEY GENERAL
ANCHORAGE BRANCH
1031 W. FOURTH AVENUE, SUITE 200
ANCHORAGE, ALASKA 99501
PHONE: (907) 269-5100

ITMO: Anchorage Chrysler Center, Inc.
Assurance of Voluntary Compliance

Case No. 3AN-25-____CI
Page 11 of 12

**ORDER ACCEPTING ASSURANCE
OF VOLUNTARY COMPLIANCE**

The parties to this action having presented this Assurance of Voluntary Compliance to the Court, in accordance with AS 45.50.511; the Court having reviewed the Assurance of Voluntary Compliance and having found it to be in the public interest; the Assurance of Voluntary Compliance is hereby APPROVED.

Dated at Anchorage, Alaska, this ____ day of _____, 2025.

Judge of the Superior Court

DEPARTMENT OF LAW
OFFICE OF THE ATTORNEY GENERAL
ANCHORAGE BRANCH
1031 W. FOURTH AVENUE, SUITE 200
ANCHORAGE, ALASKA 99501
PHONE: (907) 269-5100

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Assurance of Voluntary Compliance

Case No. 3AN-25-____CI
Page 12 of 12