

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

THE STATE OF ALASKA,)
)
Plaintiff,)
)
v.)
)
SWICKARD ANCHORAGE, LLC;)
SWICKARD ANCHORAGE II, LLC;)
SWICKARD ANCHORAGE PAV, LLC;)
SWICKARD PALMER, LLC;)
SWICKARD MANAGEMENT)
COMPANY;)
)
Defendants.) Case No. 3AN-23-07680 CI

CONSENT DECREE

(AS 45.50.501)

1. This Consent Decree is entered into by the State of Alaska (the “State”) and the Defendants in this matter: Swickard Anchorage, LLC, Swickard Anchorage II, LLC, Swickard Anchorage PAV, LLC, Swickard Plamer, LLC, and Swickard Management Company (collectively, “Swickard”) to resolve the claims in this lawsuit.

2. In consideration of their mutual agreement to the terms of this Consent Decree, and the consideration described herein, the sufficiency of which is hereby acknowledged, Swickard and the State agree as follows:

DEFINITIONS

3. For the purposes of this Consent Decree, the following definitions shall apply:

4. “Effective Date” means the date this Consent Decree is approved and signed by a judge of the Alaska Superior Court.

5. “Days” refers to calendar days rather than business days. However, any deadline falling on a Saturday, Sunday, or State of Alaska holiday will be extended to the next business day.

6. “UTPA” means Alaska’s Unfair Trade Practices Act, AS 45.50.471 - .562.

7. A UTPA “violation” occurs when a Defendant engages in conduct that violates the UTPA. If a Defendant engages in the conduct of regularly violating a particular provision of the UTPA, this constitutes multiple violations.

8. A UPTA violation is “reckless” if a Defendant’s behavior is so careless that it constitutes an extreme departure from the care a reasonable corporation would exercise under the circumstances. A violation may be reckless even though it was not committed knowingly or intentionally. Neither a single transaction nor the acts of a single employee shall be sufficient, on their own, to constitute a reckless UTPA violation by a Defendant dealership.

9. UTPA violations are “persistent” if similar violations occur frequently or are part of a pattern of violative behavior. Violations may be persistent even though they do not occur in every instance.

MONETARY PROVISIONS

10. The Court hereby enters a civil penalty against Swickard in the amount of \$1 million, of which \$800,000 shall be a definite penalty and \$200,000 shall be in the form of a suspended penalty. Swickard Anchorage, LLC, Swickard Anchorage II, LLC, Swickard Anchorage PAV, LLC, and Swickard Palmer, LLC are jointly and severally liable for the penalty.

11. The \$800,000 definite penalty shall be paid in four installments of \$200,000. The first installment shall be paid on or before thirty days from the Effective Date of this Consent Decree. The second installment shall be paid on or before February 15, 2027. The third installment shall be paid on or before February 15, 2028. The fourth installment shall be paid on or before February 15, 2029.

12. The State may file a motion to impose the suspended penalty, in full or in part, if the State has reason to believe a Defendant has engaged in either a reckless violation of the UTPA or persistent violations of the UTPA within three years of the Effective Date of this Consent Decree. Until the suspended penalty has been fully imposed, the State may file subsequent motions based on new or newly discovered violations the State has reason to believe are reckless or persistent. Any motions to impose the suspended penalty may only be filed within 4 years of the date of the Effective Date of this Consent Decree.

13. The Court shall impose all or part of the suspended penalty if the Court finds by a preponderance of the evidence that a Defendant engaged in a reckless violation or persistent violations of the UTPA. In assessing the amount of the penalty,

the Court shall consider the following factors: the good or bad faith of the defendant; the injury to the public; Swickard's ability to pay; the desire to eliminate the benefits derived from the violation; and the necessity of vindicating the authority of the State of Alaska and its consumer protection laws. Swickard shall bear the burden of demonstrating Swickard's inability to pay.

14. If the Court imposes all or part of the suspended penalty, the Court shall provide a deadline by which Swickard must make the payment.

15. If there is a dispute regarding the procedures to be used in determining whether to impose the suspended penalty, the Court may consider the procedures used in petitions to revoke probation as guidance. However, the Court in its discretion may allow the parties to conduct limited discovery that is reasonable and necessary to prove or defend against allegations of reckless or persistent violations of the UTPA.

16. All payments shall be made via check with the case number in the memo line and made payable to the "State of Alaska." Payment shall be delivered to the Alaska Department of Law's Anchorage office by 2:00 p.m. on the due date.

17. In the event a payment is not made on time and in the form prescribed in the above paragraph, the State may provide notice to Swickard by email to its counsel of record. If Swickard does not make the payment in the manner and form prescribed within 15 days of the date the State sends such a notice, the State may file a motion with the Court seeking to convert the entire outstanding balance into a final judgment with pre- and post-judgment interest. The Court shall grant such a motion upon a finding by a preponderance of evidence that Swickard did not make a required payment by a due

date in the form prescribed by the preceding paragraph, that the State sent a notice as required by the preceding paragraph, and that Swickard did not make the payment as prescribed within 15 days of the State sending the notice. The final judgment shall be entered against Swickard Anchorage, LLC, Swickard Anchorage II, LLC, Swickard Anchorage PAV, LLC, and Swickard Palmer, LLC, jointly and severally.

18. There shall be no limitation as to when the State may send a notice described in the preceding paragraph. In addition, there shall be no limitation as to when the State may file a motion to impose the remaining definite penalty if the basis for the motion is that Swickard did not make a required payment within 15 days of receiving a notice as described in the preceding paragraph. To the extent a statute of limitation may apply, the Defendants waive this defense.

19. Swickard may change the email addresses to which the State must provide notice by filing and serving a notice of change of email address or providing notice of substitution of counsel.

20. The State's claims against Swickard Management Company will be dismissed with prejudice upon the Court's approval of this Consent Decree. In consideration for this dismissal, Swickard Management Company shall execute a guarantee agreeing to pay the amounts described in Paragraph 10, but only in the event that the Swickard dealerships default on their payment obligations in that Paragraph.

PERMANENT INJUNCTION

21. Swickard is permanently enjoined from: (a) engaging in conduct in violation of AS 45.50.471(b)(9), (b)(11), and (b)(12); and engaging in conduct in violation of AS 45.50.471(b)(43) via violations of AS 45.25.410, AS 45.25.430, AS 45.25.465, AS 45.25.440, AS 45.25.460(a)(8).

22. If the above statutes are renumbered, the injunction shall continue to apply in substance to the newly numbered statutes. If the above statutes are modified in substance, the Defendants shall be required to comply with the modified statutes and shall not be obligated to comply with the prior versions of the statutes. If the above statutes are repealed, the Defendants shall be under no obligation to comply with them.

RELEASE

23. The State releases Swickard from all civil claims the State brought or could have brought pursuant to AS 45.50.471-.561 based on the allegations in the Complaint and Amended Complaints filed in this matter, for conduct occurring from January 1, 2020 up to the Effective Date of the Consent Decree. This release includes any claim based on conduct in violation of AS 45.50.471(b)(9), (b)(11), and (b)(12); or conduct in violation of AS 45.50.471(b)(43) via violations of AS 45.25.410, AS 45.25.430, AS 45.25.465, AS 45.25.440, and AS 45.25.460(a)(8). To the maximum extent permitted by law, the State does hereby forever waive, release, and discharge Defendants and their assigns, attorneys, insurers, reinsurers, employees, agents, representatives, board members, partners, officers, directors, and anyone else claiming by, through, or under them, whether actually named or who could have been named in

this lawsuit from any causes of action (whether sounding in tort, contract [express or implied], warranty [express or implied], statutory liability, strict liability, or otherwise), claims, costs, damages (including without limitation economic, non-economic, general, special, incidental, statutory, punitive, or consequential), demands, expenses (including, but not limited to, attorneys' fees and costs of defense), fines, judgments, liabilities, liens, penalties, and remedies of any kind or nature whatsoever, whether now known, unknown, absolute, contingent, liquidated, un-liquidated, ripe, unripe, matured, un-matured, developed, undeveloped, or otherwise that in any way arise out of, result from, or are based upon any of the facts or circumstances stated in the Third Amended Complaint of this lawsuit.

24. This release shall not bar the State from enforcing laws, regulations, or rules against Swickard for conduct occurring subsequent to the Effective Date of the Consent Decree, or for conduct outside the scope of the Complaint and Amended Complaints.

GENERAL TERMS

25. Continuing Obligation. This Consent Decree constitutes a continuing obligation, and is binding upon Plaintiff and Swickard and any respective successors, assigns, or other entities or persons otherwise bound by law.

26. Enforceability. If any clause, provision, or section of this Consent Decree 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 Consent

Decree, which shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or provision had not been contained herein.

27. No Admission of Liability or Wrongdoing. The parties agree that this Consent Decree and the giving of consideration therefor does not constitute an admission of liability, and is given in full settlement and compromise of disputed claims, present and future, known and unknown, solely for the purpose of terminating further controversy and settling disputed claims of disputed value.

28. Entire Agreement. This Consent Decree is fully integrated, constitutes the entire agreement between the parties with regard to its subject matter, and supersedes all prior communications, representations, and agreements, whether verbal or written, by and between the parties with respect to its subject with the exception of the guarantee described in paragraph 20. This Consent Decree is a full and complete expression of all intentions of settlement by the parties and they do not agree to make any payment or to take any action not expressly reflected in this Consent Decree or the guarantee described in paragraph 20.

29. Joint Agreement. The parties acknowledge that this Consent Decree is a collective product and shall not be construed for or against any party on the grounds of sole authorship.

30. Further Documents. The parties agree to perform such further acts and to execute and deliver any and all further documents that may be reasonably necessary to effectuate the purpose of this Consent Decree.

31. Facsimile / Scanned Signatures / Counterparts. This Consent Decree may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or scanned copy of any signature shall be deemed fully enforceable as an original.

32. No Private Right of Action. Nothing in this Consent Decree shall create or give rise to a private right of action of any kind or create any right for a non-party to enforce any aspect of this Consent Decree or claim any legal or equitable injury for a violation of this Consent Decree. The exclusive right to enforce any violation or breach of this Consent Decree shall be with the parties to this Consent Decree and the Court.

CONSENT

33. The parties consent to the entrance of this Consent Decree by the Court.

FOR THE STATE OF ALASKA:

STEPHEN J. COX
ATTORNEY GENERAL

/s/ Helen Mendolia

Date: 03/23/2026

By: Helen Mendolia
Assistant Attorney General
Alaska Bar No.: 2405051
State of Alaska, Department of Law
1031 W. 4th Avenue, Ste. 200
Anchorage, AK 99501

FOR SWICKARD:

/s/ Matthew Singer

Date: 03/23/2026

By: Matthew Singer
Alaska Bar No. 9911072
Schwabe, Williamson & Wyatt
420 L Street, Suite 400

Anchorage, Alaska 99501

IT IS SO ORDERED.

DATED _____, 2026, at Anchorage, Alaska.

The Honorable Una S. Ghandbir
Superior Court Judge