

IN THE CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL OF MARYLAND

CONSUMER PROTECTION DIVISION,
OFFICE OF THE ATTORNEY GENERAL,

Proponent,

v.

DARCARS OF BOWIE, INC. D/B/A
DARCARS HONDA, *et al.*

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*
* CPD Case No. 24-017-372787
* OAH Case No. OAG-CPD-04-24-21286
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Office of the Attorney General
Consumer Protection Division
FILED

ADMINISTRATIVE HEARING PROCESS

MAR 4 2025

FINAL ORDER BY CONSENT

1. The Consumer Protection Division of the Office of the Attorney General (the “Agency” or “Division”)¹ hereby orders Darcars of Bowie, Inc. d/b/a Darcars Honda, Mariam, Inc., John Rahmangholi Darvish, and Jamshyd Darvish (collectively, the “Respondents”) to cease and desist from violating Maryland’s Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 to 13-501 (2013 Rep. Vol. and 2023 Supp.), (the “CPA”) and to take affirmative action, pursuant to § 13-403(b)(1) of the CPA, as described herein.

2. The Parties consent and agree to the terms of this Final Order by Consent (“Final Order”) to fully and finally resolve the Division’s alleged violations to avoid the time and expense of trial and further adjudication.

THE PARTIES

3. The Proponent in this proceeding is the Consumer Protection Division of the

¹ The Consumer Protection Division acting in its capacity as a quasi-judicial agency is referred to herein as the “Agency” or the “Division” while the Consumer Protection Division acting as the Proponent in the instant matter is referred to as “Proponent.”

Office of the Attorney General of Maryland, which is responsible for enforcement of Maryland's consumer protection laws, including the CPA. The CPA prohibits unfair, abusive, or deceptive trade practices in the sale, or offer for sale, of consumer goods. *See* CPA § 13-301.

4. Respondent Darcars of Bowie, Inc. d/b/a Darcars Honda ("Darcars of Bowie") is a corporation incorporated under the laws of the State of Maryland that has its principal office at 2260 Crain Highway, Bowie, Maryland 20716-3411, Darcars of Bowie is owned and operated by Mariam, Inc.

5. Respondent Mariam, Inc. ("Mariam") is a Maryland company with its principal place of business at Wisconsin Ave., 6th FL, Bethesda, Maryland 20814.

6. Respondent John Rahmangholi Darvish ("John Darvish") owns and operates Mariam. John Darvish, at all relevant times, has owned and operated Darcars of Bowie, has been a member of the Board of Directors of Darcars of Bowie, and has served as an officer of Darcars of Bowie.

7. Respondent Jamshyd Darvish ("Jamie Darvish") owns and operates Respondent Mariam, which owns and operates Darcars of Bowie. At all relevant times, Jamie Darvish owned and operated Darcars of Bowie, has been a member of the Board of Directors of Darcars of Bowie, and has served as an officer of Darcars of Bowie.

THE PROPONENT'S ALLEGATIONS

8. Respondents have advertised, offered, and sold new and used vehicles in Maryland through a car dealership they operate called Darcars Honda, located at 2260 Crain Hwy, Bowie, MD 20716 ("Darcars Honda").

9. The Proponent alleges that Respondents, in connection with their offer and sale of vehicles at Darcars Honda, committed unfair and deceptive trade practices prohibited by

Maryland's Consumer Protection Act, including in the following ways, explained in further detail below:

- (i) by charging consumers a fee equal to an extra 2% of the vehicle sales price which Respondents call a "Sales Commission" but that is not a sales commission and is prohibited under the Maryland Transportation Article, Md. Code Ann., Transp. § 15-101, *et seq.* (2020 Repl. Vol. and 2023 Supp.)
- (ii) by advertising vehicles for prices lower than their true selling prices because the advertised prices failed to include charges for dealer added equipment and markups;
- (iii) packing consumer vehicle sales transactions with unwanted equipment and products;
- (iv) by failing to comply with Maryland's car dealer advertising law requiring the prominent disclosure of dealer processing fees in website advertising offering new vehicles for sale;
- (v) by failing to adequately disclose and itemize in vehicle sales transaction documents all goods and services that consumers are purchasing, and the pricing for those goods and services, as required by the Maryland Transportation Article; and,
- (vi) by failing to place a "price statement" with the selling price on each new vehicle offered for sale, as is required under the Maryland Transportation Article, Transp. § 15-311.1(f). (2020 Repl. Vol. and 2023 Supp.)

10. The Division further alleges that Respondents John Darvish and Jamie Darvish possessed and exercised the authority to control the policies and trade practices of Darcars of Bowie, were responsible for creating and implementing the alleged unfair or deceptive policies and trade practices of Darcars of Bowie and participated in the alleged unfair or deceptive trade practices.

THE RESPONDENTS' DENIALS

11. Respondents expressly deny any wrongdoing or liability for the conduct and allegations alleged in the Statement of Charges and specifically deny that they have committed unfair and deceptive trade practices prohibited by the Consumer Protection Act or any other law.

Neither this Final Order By Consent nor the performance of any obligations under it, nor the fact of settlement, is intended to be, or shall be understood as an admission of liability or wrongdoing.

DEFINITIONS

12. "Add-on products" shall refer to any dealer added accessories added to a vehicle and products or services added to the cost for purchasing a vehicle offered for sale or lease, and shall include, but not be limited to, the Darcars Value Pack, Darcars Assurance, Darcars Protection Plan, vehicle service contract and guaranteed auto protection program. Add-on products shall not include markup and a sales commission fee.

13. "Advertise," "advertised," and "advertisement" as used in this Order shall include any graphic, electronic, written, recorded, oral or other type of promotion or offer of a vehicle for sale.

14. The "advertised price" as used in this Final Order is the price a vehicle was advertised for sale or lease, including in the absence of a different dealer selling price the Manufacturer's Suggested Retail Price ("MSRP"), and shall include any vehicle price provided in any advertisement or web site, or on the vehicle, including the window sticker(s).

15. "Clearly and conspicuously" when referring to a statement or disclosure, means that such statement or disclosure is disclosed in such size, color, contrast, location, duration, and audibility that it is readily noticeable, readable, understandable, or, if applicable, capable of being heard. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not

be obscured in any manner. All disclosures shall be in a type, size, and location sufficiently noticeable for a consumer to read and comprehend, in a print that contrasts with the background against which it appears.

16. A “sales commission fee” shall refer to any fee charged to a consumer that was charged on Respondents’ Buyer’s Orders or recorded in the Respondents’ sales data as a sales commission fee, usually at 2% of the sales price of vehicle. For purposes of the cease and desist provisions below, a sales commission fee shall refer to any amount a consumer is charged in connection with the sale or leasing of a vehicle that does not return any product or service, and is not markup or an add-on product provided, however, that a “dealer processing charge” under Md. Code Ann., Transp. § 15-311.1 is not a “sales commission fee.”

17. “Markup” shall refer to an amount other than an amount for a sales commission fee or add-on products defined above, which represents the difference between the price at which Respondents sold a vehicle and the advertised price (including, if there was no lower advertised price, any listed Manufacturer’s Suggested Retail Price (MSRP)) on the date of sale.

APPLICATION

18. The provisions of this Final Order shall apply to Jamshyd Darvish and John Rahmangholi Darvish and any partnership, corporation, or entity in which they, individually, currently or in the future, have an ownership interest or control, or for which they establish policy or have the authority to establish policy for conduct in Maryland.

19. The provisions of this Final Order shall apply to Mariam and Darcars of Bowie and their officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or controlling entities, wholly owned subsidiaries, and all other persons acting in the course and scope of their duties with Respondents in Maryland.

20. This Final Order shall apply to the advertising, offer, sale, financing of sales, and leasing of vehicles to Maryland residents and the residents of other states who conduct such transactions at the Respondents' Maryland car dealership, for personal, family, household and agricultural purposes.

21. This Final Order does not address Respondents' use of closed end credit contracts regulated under Com. Law Title 12, Subtitle 10 to finance add-on products.

CEASE AND DESIST PROVISIONS

22. Respondents shall immediately cease and desist from engaging in any unfair or deceptive trade practices in violation of the Maryland Consumer Protection Act in connection with the advertising, offer, sale, financing of sales, and leasing of vehicles.

23. Respondents shall not make any misrepresentations that have the capacity, tendency or effect of misleading any consumer in connection with the advertisement, offer, sale, financing or leasing of vehicles.

24. Respondents shall not fail to state any material fact, the omission of which would deceive or tend to deceive consumers, in connection with the advertisement, offer, sale, financing or leasing of vehicles.

25. Respondents shall not misrepresent the purpose of any fee or amount that they charge consumers.

26. Respondents shall not charge consumers any fee prohibited under the Maryland Transportation Article.

27. Respondents shall not charge consumers any sales commission fees.

28. In accordance with Md. Code Ann., Transp. § 15-313(c), Respondents shall not advertise the price of a vehicle for sale unless that advertised price is the full delivered cash

price, which the customer shall pay, except for taxes, title fees, and any freight or dealer processing charge disclosed in accordance with § 15-311.1 and paragraph 29 of this Final Order.

29. Respondents shall, in any website or other advertisement of their vehicle, include in any advertised price the amount of any dealer processing charge and freight charge unless the dealer clearly and conspicuously discloses the amount of the dealer processing charge and freight charge in at least 10 point and bold font within reasonable proximity to the advertised price. Reasonable proximity for purposes of this paragraph shall mean that the charge shall appear close enough to the advertised price so that it will be visible to the viewer at the same time that the advertised price is viewed. For purposes of clarity, on a webpage, this means the processing charge is clear and obvious, without scrolling, through the webpage.

30. Respondents shall include in any advertised price all add-on products that have been installed in the vehicle at the time of the advertisement.

31. Respondents shall not offer or sell any vehicle to a consumer unless the vehicle contains a price statement adjacent to any other price disclosure required by law stating the total price for which the dealer is offering to sell the vehicle, including any dealer processing charge as per Md. Code Ann., Transp. § 15-311.1(f).

32. Respondents shall not complete any sale of a vehicle unless they first provide the purchasing consumer a contract that reflects the base price of the vehicle, a description of each extra item and itemization of each extra charge not included in the base price of the vehicle ordered by the buyer, and a description and itemization of any other charge for any product or service that is purchased with the vehicle.

33. Respondents shall not sell any products or charge consumers any charges without the consumers' knowledge and written affirmative consent.

34. Respondents shall not offer or sell any add-on products to consumers unless Respondents first clearly and conspicuously disclose the total of the selling price of the vehicle the consumer is considering purchasing without any added cost or charges for the add-on products.

35. Respondents shall not offer or sell any add-on products unless the consumers' purchase is separately documented by a written form on which the consumer is clearly and conspicuously offered the option to decline the purchase of the add-on product and affirms in writing that they agree to purchase that add-on product.

36. For at least five years from the date of this Final Order, Respondents shall maintain records concerning their advertised prices on the day of sale, their price statements, and the charges they collect from consumers.

RESTITUTION

37. Respondents shall pay a restitution amount equal to the amount of sales commission fees Respondents charged consumers (the "Sales Commission Restitution Amount"). Within sixty (60) days of the effective date of this Final Order, Respondents shall deposit the full Sales Commission Restitution Amount into a bank account maintained at a Maryland State licensed bank (the "Restitution Account").

38. Subject to a claims procedure outlined below, Respondents also agree to pay restitution to any consumer who (a) purchased or leased a vehicle from DARCARS Honda from January 1, 2019 through May 10, 2022 at a price higher than Respondents' advertised price after the customer saw Respondents' advertised price; and (b) the amounts that consumers paid on or after January 1, 2019 until the effective date of this Final Order, for add-on products that they did not knowingly agree to purchase (the "Claims Procedure Restitution Amount").

39. Respondents shall deposit into the Restitution Account, on a rolling and as needed basis, amounts equal to the Claims Procedure Restitution Amount.

40. If, at any time during the claims procedure described herein, there are insufficient funds in the Restitution Account to pay the full amount of the restitution required by this Final Order, the Proponent shall instruct the Respondents to make additional payments into the Restitution Account so that it will be fully funded to pay all restitution amounts that are due under this Final Order. The Respondents shall deposit such payments into the Restitution Account within ten (10) business days of receiving any such instruction from the Proponent.

41. The Proponent shall use the funds deposited in the Restitution Account to pay restitution through the claims procedure outlined below to consumers who (a) paid the Respondents a sales commission fee; (b) paid markup when they purchased their vehicles after seeing an advertised price on Respondents' website that did not include the mark-up that was charged; and/or (c) were sold an add-on product that they did not knowingly agree to purchase.

42. Within sixty (60) days of the effective date of this Final Order, the Respondents shall provide the Proponent with a complete list of all consumers from whom the Respondents have collected any amount for a sales commission fee, markup, or an add-on product (the "Consumer List"). For each consumer, the Respondents shall provide the following information in the form of a spreadsheet, with each item in a separate field:

- (a) the consumer's first name;
- (b) the consumer's last name;
- (c) the consumer's last known street address;
- (d) the consumer's last known city, state, and postal code;
- (e) the consumer's last known telephone number;
- (f) the consumer's last known email address;
- (g) the amount of any sales commission fee paid by the consumer;
- (h) the amount of any markup paid by the consumer;
- (i) a description of each add-on product purchased by the consumer;
- (j) the amount the consumer paid for each add-on product;

(k) the amount of any refund(s) provided to the consumer by the Respondents for any sales commission fee, markup or add-on product.

The Respondents shall provide the Consumer List required under this paragraph in both electronic and paper formats. No consumer who has already received a refund for a sales commission fee, mark-up or add-on product shall be entitled to receive an additional refund of the refunded fee(s), markup, or add-on product.

43. Within ninety (90) days from the effective date of this Final Order, the Respondents shall hire a company that shall administer the claims procedure set forth herein (the "Claims Administrator"). The Claims Administrator shall have experience processing consumer claims arising from large consumer or class action settlements or resolutions. The Claims Administrator must be approved by the Proponent. The Claims Administrator must have the capability of administering a large claims procedure, including mailing claims notices to consumers; processing, accounting for and delivering payments to consumers; maintaining a dedicated phone line that may be used to respond to consumer inquiries; taking the steps outlined herein to locate consumers whose claims notices or claims payments are returned as undeliverable; and providing a final accounting to the Proponent and the Respondents at the conclusion of the claims procedure.

44. Respondents shall be responsible for paying all of the costs of the Claims Administrator.

45. Respondents shall cooperate with the Proponent and the Claims Administrator throughout the claims procedure, including providing the Claims Administrator access to all data and information that the Claims Administrator reasonably requests in order to conduct the claims procedure, including the data contained in the Consumer List required under paragraph 42.

46. The Proponent shall have access to the Claims Administrator for the purpose of requesting information regarding the conduct of the claims procedure, to provide the Claims Administrator with any information and data it possesses that may assist the Claims Administrator, and to provide direction to the Claims Administrator to ensure restitution is paid to consumers consistent with this Consent Order.

Sales Commission Fees

47. Within sixty (60) days of the retention of the Claims Administrator, the Claims Administrator shall, using the address listed for the consumer in the Consumer List, mail restitution payments to all consumers who were charged a sales commission fee equal to the amount of the sales commission fee that the consumers paid and have not already been refunded. The Claims Administrator shall mail each consumer the payment required under this paragraph along with the Claims Letter attached hereto as Attachment A. Consumers shall be provided ninety (90) days to cash any check that is delivered to them pursuant to this paragraph.

48. If any check mailed to a consumer pursuant to paragraph 47 is returned as undeliverable, the Claims Administrator shall use a Global Address Verification Service (such as the United States Postal Service's National Change of Address Database or Melissa, Inc.) that is agreed to by the Respondents and the Proponent, or any address that is provided to the Claims Administrator by the Proponent, to resend the check to the consumer.

49. If no address is available for the consumer through a Global Address Verification Service or supplied by the Proponent, or the consumer does not cash the restitution check that was mailed pursuant to this paragraph, or for any other reason restitution is not actually paid to the consumer, then all such unpaid restitution amounts shall be paid to the Division consistent with the requirements of paragraph 60.

Markup and Add-On Fees

50. Within one hundred and twenty days (120) of the effective date, the Claims Administrator shall, using the addresses contained in the Consumer List mail the Claim Notice and Claim Form attached hereto as Attachment B to all consumers who paid markup to the Respondents and to all consumers who purchased add-on products.

51. The Claim Form shall specify to each consumer (a) the amount of markup that the consumer paid and (b) identify each add-on product the consumer purchased and the amount the consumer paid for the add-on product. If the Respondents are unable to specify an amount the consumer paid for the Darcars Value Package then the amount that shall be included on the Claim Form for that consumer, and for which the Respondents shall be liable for the payment of restitution, shall be \$895.

52. Consumers shall have one hundred and eighty (180) days from the date of mailing to return a Claim Form to the Claims Administrator.

53. Consumers who return a Claim Form attesting that they reviewed an advertised price on Darcars of Bowie's website for the vehicle they purchased before purchasing their vehicle shall be entitled to a restitution payment equal to the markup they paid the Respondents.

54. Consumers who return a Claim Form attesting that they did not knowingly agree to purchase any add-on product listed in their Claim Form shall be entitled to restitution equal to the cost of the add-on product(s) that the consumer did not knowingly agree to purchase.

55. Within thirty (30) days of receiving a timely returned Claim Form from a consumer entitling the consumer to a restitution payment, the Claims Administrator shall mail the restitution payment to the consumer in the amount the consumer has established they are entitled to receive.

56. If any of the add-on products purchased by consumers, upon cancellation, require that refunded amounts be returned to the lienholder, then the Respondents may refund the restitution payment required under paragraph 55 by reducing the amount the consumer owes to the lienholder by the amount of the restitution payment and inform the consumer of the reduction in writing within thirty (30) days of the return of their Claim Form.

57. If any Claim Notice and Claim Form mailed to a consumer pursuant to paragraph 50 is returned as undeliverable, the Claims Administrator shall use a Global Address Verification Service (such as the United States Postal Service's National Change of Address Database or Melissa, Inc.) that is agreed to by the Respondents and the Proponent, or any address that is provided to the Claims Administrator by the Proponent, to resend the Claim Notice and Claim Form to the consumer.

58. If any restitution check that is mailed to a consumer is returned as undeliverable or the consumer does not cash the restitution check, then the total amount of all such unpaid restitution checks shall be paid to the Division consistent with the requirements of paragraph 60.

59. At the conclusion of the claims procedure, after all mailed restitution checks have been either cashed, expired or returned as undeliverable without any ability to forward the payment to consumers, the Claims Administrator shall provide the Division and the Respondents with a report identifying each consumer who was mailed a restitution payment pursuant to this Final Order, in the form of a spreadsheet, with each item in a separate field, listing each consumer's name, address, the amount of any sales commission fee the consumer was entitled to have refunded, the amount of any markup the consumer was entitled to have refunded, the amount paid for any of any add-on products that the consumer was entitled to have refunded, and an indication whether the restitution amounts were paid or remain unpaid.

60. As set forth in Paragraphs 49 and 58, Respondents shall pay to the Division all restitution amounts that were not paid to consumers, which amounts the Division may utilize to pay restitution to consumers, may turn over to the Maryland Comptroller as an unclaimed fund, or may use for future consumer protection enforcement or consumer education, or any other lawful public purpose designated by the Attorney General.

61. The Respondents shall preserve all data concerning their offer and sale of vehicles to consumers after January 1, 2019 and up to the effective date of this Final Order.

62. The Respondents and the Proponent shall extend any deadline provided herein to the extent necessary to fulfill the purpose of this Consent Order. In addition, the Respondents and the Proponent may agree to extend or revise any deadline contained herein.

63. Upon the full and final payment of the restitution amounts and payments to the Division under Paragraph 65 of the Final Order, the Respondents, including any partnership, corporation, or entity owned, operated, or controlled by Jamie Darvish or John Darvish, shall be released of all claims that were alleged, or could have been alleged by the Division in its Amended Statement of Charges for conduct at the Darcars Honda dealership located in Bowie that occurred prior to the entry of this Final Order.

COSTS

64. Respondents shall pay for the cost of a third-party administrator, approved by the Proponent, to administer the claims process.

PAYMENT TO THE DIVISION

65. The Respondents shall pay the Division Three Million Dollars (\$3,000,000.00) for future consumer protection enforcement or consumer education, or any other lawful public purpose designated by the Attorney General. The Respondents shall make the payment required

under this paragraph in four quarterly installment payments in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00), with the first installment due on April 1, 2025, and the remaining three installments due in three-month intervals. If the Respondents fail to timely make any installment payment due hereunder then the full remaining amount of the payment due under this paragraph shall become immediately due and owing.

RESOLUTION OF DISPUTES

66. The Chief of the Agency or his designee shall resolve any disputes regarding this Final Order and enter any supplemental orders needed to effectuate its purpose. Any such orders issued under this Paragraph shall be appealable to the fullest extent provided by state and federal law.

NOTICE

67. Pursuant to Md. Code Ann., Com. Law § 13-403(d), the Respondents are hereby notified that if the Agency determines that the Respondents have failed to comply with this Final Order within thirty (30) days following service of this Final Order, the Proponent may proceed with enforcement of the Final Order pursuant to Title 13 of the Commercial Law Article.

68. Whenever notice is otherwise required under this Final Order, it shall be provided in writing to the following people:

- a. Notice to the Proponent and the Agency shall be directed to:

Wilson Meeks
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
200 Saint Paul Place
Baltimore, Maryland 21202
wmeeks@oag.state.md.us
410-576-6957

and

Chief, Consumer Protection Division
Office of the Attorney General
200 Saint Paul Place
Baltimore, Maryland 21202
consumer@oag.state.md.us

b. Notice to the Respondents shall be directed to the following:

Benjamin J. Razi
Covington & Burling LLP
850 Tenth Street, NW
Washington, D.C. 20004
202-662-5463

ENFORCEMENT

69. This Final Order is enforceable by the Consumer Protection Division pursuant to the CPA, and any violation of this Final Order is a violation of the CPA by the Respondent who has violated its obligations.

70. Any future violations of this Final Order shall constitute a subsequent violation of the CPA by a Respondent who has violated their obligations for purposes of § 13-410 and shall be subject to the penalty provisions for any subsequent violations contained therein.

71. Undersigned counsel for the Respondents confirms that they have authority to execute this Consent Order on behalf of each of the Respondents.


AGREED AS TO FORM AND SUBSTANCE

For the Proponent



Wilson Meeks
Assistant Attorney General


For the Respondents


Benjamin V. Razi
Covington & Burling LLP

SO ORDERED,

**CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY
GENERAL**

Date: 3/4/25

By: 
Steven M. Sakamoto-Wengel
Consumer Protection Counsel for
Regulation, Legislation and Policy and
Chief's Designee

Attachment A



CAROLYN A. QUATTROCKI
Chief Deputy Attorney General

LEONARD J. HOWIE III
Deputy Attorney General

CARRIE J. WILLIAMS
Deputy Attorney General

ZENITA WICKHAM HURLEY
Chief, Equity, Policy, and Engagement

**STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION**

ANTHONY G. BROWN
Attorney General

WILLIAM D. GRUHN
Division Chief

PETER V. BERNS
General Counsel

CHRISTIAN E. BARRERA
Chief Operating Officer

PHILIP ZIPERMAN
Deputy Chief

[Date]

**Re: Restitution Program
Consumer Protection Division v. Darcars Honda of Bowie, et al.**

Re: Refund Amount
Date of Purchase:
Make/Model/Year Vehicle Purchased:

Dear Consumer,

Because of a settlement between my Consumer Protection Division and Darcars Honda of Bowie, you are entitled to a refund of a sales commission fee that you paid to Darcars Honda of Bowie when you purchased the above-listed vehicle. Enclosed is your refund check in the amount of [Refund Amount].

If you have any questions concerning this refund payment, you may contact [Claims Processor] at [phone number].

Very truly yours,

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Attorney General

Enclosure: Claim Form

Attachment B



CAROLYN A. QUATTROCKI
Chief Deputy Attorney General

LEONARD J. HOWIE III
Deputy Attorney General

CARRIE J. WILLIAMS
Deputy Attorney General

ZENITA WICKHAM HURLEY
Chief, Equity, Policy, and Engagement

WILLIAM D. GRUHN
Division Chief

PETER V. BERNS
General Counsel

CHRISTIAN E. BARRERA
Chief Operating Officer

PHILIP ZIPERMAN
Deputy Chief

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION

ANTHONY G. BROWN
Attorney General

[Date]

Re: Restitution Program
Consumer Protection Division v. Darcars Honda of Bowie, et al.

Dear Consumer,

Because of a settlement between my Consumer Protection Division and Darcars Honda of Bowie, you may be due a refund of money you paid when you bought your car from this dealer.

You qualify for a refund if either:

- You purchased a vehicle from January 1, 2019 to May 10, 2022 and paid markup that was not shown in an advertisement on Darcars Honda of Bowie's website that you saw before purchasing your car and/or
- You paid for an additional product, such as a dealer added accessory, vehicle service plan, or service or maintenance plan, GAP insurance, or similar product, that you did not agree to purchase.

To make a claim, please fill out and return the enclosed Claim Form to:

Claims Administrator

****Completed Claim Form and supporting documents must be submitted by <date>*****

After you submit your Claim Form, the Claims Administrator will review your claim and send any refund you are due within 30-60 days. If you have any questions about the Claims Process, please contact Claims Administrator at _____.

Very truly yours,

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Attorney General

Enclosure: Claim Form

**Consumer Protection Division v. Darcars Honda of Bowie, Inc.,
DBA Darcars Honda, et al., et al.**

Claim Form

READ CAREFULLY

(Please retain Instructions and a copy of this Claim Form for your records)

You are receiving this Claim Form because you purchased a car from Darcars Honda in Bowie and may be entitled to a refund of amounts that you paid. You qualify for a refund if either:

- You purchased a vehicle from January 1, 2019 to May 10, 2022, and paid markup that was not shown in an advertisement on Darcars Honda of Bowie's website that you saw before purchasing your car and/or
- You paid for an additional product, such as a dealer added accessory, vehicle service plan, or service or maintenance plan, GAP insurance, or similar product, that you did not agree to purchase.

Listed below is information about your vehicle purchase, including any amount that you paid either in markup or for an additional product. To make a restitution claim, please fill out and return this Claim Form no later than one hundred and eighty (180) days from the date of this Claim Form and return it to:

Claims Administrator
[Address]
[Phone Number]

Claim Form Date form mailed on <date of mailing>
****Deadline to mail this Claim Form is <date of mailing + 180 days>****

Section A. Personal Information

First Name: _____ M.I.: _____ Last Name: _____

Current Street Address: _____ City, State, Zip Code:

Email Address: _____ Phone Number(s):

[If the above information is incorrect, please provide correct information].

Section B. Purchase Information

Make, Mode, Year (Purchased Vehicle): _____

Date of Purchase: _____

Amount of Markup: \$ _____

Additional Products [List products and how much you paid for them]:

Section C. Qualifying Conditions

Please answer each of these questions:

1. Before you purchased your (make, model and year of vehicle) on (date of purchase) did you see an advertisement for the vehicle on Darcars Honda of Bowie's website that showed the price?

- Yes
- No

If you answered YES, to Question 1, answer Question 2. If you answered NO to Question 1, skip Question 2 and answer Question 3.

2. Did you believe that the price you saw on the Darcars Honda of Bowie website was the price Darcars Honda of Bowie was offering to sell the vehicle?

- Yes
- No

3. Attached to this form is paperwork for the purchase of your vehicle. When you purchased your (make, model and year of vehicle) on (date of purchase) did you knowingly agree to buy these products reflected in the purchase documentation?

- | | | | | | |
|----------------------------------|----------|--------------------------|-----|--------------------------|----|
| Darcars Value Pack | \$ _____ | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Darcars Assurance | \$ _____ | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Darcars Protection Plan | \$ _____ | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| HondaCare (Service Agreement) | \$ _____ | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Guaranteed Auto Protection (GAP) | \$ _____ | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| Tire & Wheel Protection | \$ _____ | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

By signing my name below, I affirm and attest that my answers to the Questions in Section C of this claim form are true and accurate.

Signature: _____ Printed Name: _____

Date: _____