

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

NRRM, LLC, a limited liability company, also  
dba CARSHIELD,

AMERICAN AUTO SHIELD, LLC, a limited  
liability company,

Defendants.

Case No. 4:24-cv-1055

**COMPLAINT FOR PERMANENT  
INJUNCTION, MONETARY  
JUDGMENT, AND OTHER  
RELIEF**

Plaintiff the Federal Trade Commission (“FTC” or “Commission”), for its Complaint alleges:

1. The FTC brings this action for Defendants’ violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the Telemarketing Sales Rule, (“TSR”), 16 C.F.R. Part 310. For these violations, Plaintiff seeks relief, including a permanent injunction, monetary relief, and other relief, pursuant to Sections 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b, and the TSR.

**SUMMARY OF THE CASE**

2. Defendant CarShield advertises, markets, and sells vehicle service contracts (“VSCs”) on behalf of Defendant American Auto Shield. VSCs ostensibly protect consumers from unexpected vehicle repair costs after their manufacturer’s warranty has expired.

3. In advertisements and telemarketing sales pitches for these VSCs, CarShield promises consumers “peace of mind” and “protection,” making claims such as “you won’t get stuck with another high repair bill” and “you’ll never pay for expensive car repairs again.”

CarShield also claims that consumers can use the repair facility of their choice for repairs and will receive a rental car when their vehicle breaks down. CarShield bolsters these claims using consumer and celebrity endorsers, whom it portrays as actual customers and/or users of the VSCs it sells.

4. But these claims, which CarShield makes with American Auto Shield's knowledge and clearance, are misleading, and in many cases false. Many consumers cannot use the repair facility of their choice, their repairs are not covered, and they do not receive a rental car. Despite paying hundreds or thousands of dollars to Defendants for "peace of mind" and "protection," consumers are often stuck paying for the very repairs they were assured would be covered. Additionally, many of CarShield's endorsers are not customers or users of the VSCs they promote.

5. Through these deceptive practices, Defendants' have violated the FTC Act and the TSR.

#### **JURISDICTION AND VENUE**

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), 1345, and 1355.

7. Venue is proper in this District under 28 U.S.C. § 1391(b)(2), (c)(1), (c)(2), and 15 U.S.C. § 53(b).

#### **PLAINTIFF**

8. The FTC is an independent agency of the United States Government created by the FTC Act. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC

also enforces the TSR, 16 C.F.R. Part 310, which protects consumers from unfair, deceptive, and abusive telemarketing practices.

### **DEFENDANTS**

9. Defendant NRRM, LLC, also doing business as CarShield (“CarShield”), is a Missouri limited liability company with a principal place of business at 503 Pearl Drive, St. Peters, Missouri. CarShield transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, CarShield has advertised, marketed, or sold VSCs to consumers throughout the United States.

10. Defendant American Auto Shield, LLC (“AAS”) is a Wyoming limited liability company with a principal place of business at 1597 Cole Boulevard, Suite 200, Lakewood, Colorado. AAS transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, AAS has designed, provided, and administered VSCs to consumers throughout the United States, and through CarShield, it has advertised, marketed, or sold VSCs to consumers throughout the United States.

### **COMMERCE**

11. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

### **BACKGROUND ON DEFENDANTS AND DEFENDANTS’ VEHICLE SERVICE CONTRACTS**

12. CarShield advertises, markets, and sells VSCs that are designed and administered by AAS. These VSCs ostensibly pay for certain vehicle repairs and related expenses incurred by the contract holder, albeit subject to numerous exclusions, terms, and conditions, which are not disclosed to consumers prior to purchase.

13. Since 2019, CarShield has mainly sold “month-to-month” plans, which auto-renew each month and may be kept for as long as the consumer owns their vehicle. The cost of these month-to-month VSCs is approximately \$80 to \$120 per month, depending on the plan type, vehicle type, and any discounts applied.

14. AAS determines the “coverage” provided and the eligibility criteria (*e.g.*, maximum vehicle age and mileage) for each VSC type. Plan types, from most-inclusive to least-inclusive, include the “Diamond” plan; “Platinum” plan; “Gold” plan; and “Silver” plan. AAS is solely responsible for adjudicating and paying claims made by VSC contract holders.

15. CarShield designs and creates the advertising and marketing materials it uses to sell VSCs on AAS’s behalf. However, pursuant to the parties’ contract, AAS has significant control over CarShield’s advertising and marketing, including the right to set constraints on, modify, or cancel advertisements that CarShield disseminates.

16. Since at least 2019, AAS has actively exercised control over CarShield’s advertising and marketing of VSCs. It has done so by, among other things, providing a “Seller Compliance Guide” to CarShield and regularly reviewing and providing feedback on CarShield’s advertising and marketing materials, including websites, mailers, and telemarketing scripts. Additionally, AAS assists CarShield in responding to consumer complaints, and, in some cases, jointly responds to consumer complaints on behalf of both CarShield and AAS.

17. From September 2019 to November 2022, AAS has earned revenue of over \$1 billion from selling VSCs. Although it also sells VSCs through other so-called “direct marketers,” CarShield is the largest, generating approximately 80% of AAS’s sales.

18. From at least September 2019 to November 2022, CarShield has sold VSCs solely on behalf of AAS, from which it earned commissions of approximately \$600 million.

**I. CarShield introduces consumers to the VSCs with advertisements touting the VSCs’ purported benefits.**

19. Since at least 2019, CarShield has created and disseminated television, radio, online, and direct mail advertisements to millions of consumers throughout the United States.

20. In general, CarShield’s advertisements claim that VSCs sold by CarShield will provide consumers with “peace of mind” and “protection” from the cost and inconvenience of vehicle breakdowns. Numerous advertisements claim that all repairs and/or all repairs to “covered” vehicle systems, such as the engine and transmission, will be covered. For example, a television advertisement called “Game Over,” which aired at least 18,000 times, contains the following statements and depictions, among others:

a.



b. “With CarShield’s administrators, they make sure you don’t get stuck with expensive car repairs like this.”

c. “. . . it’s quite a relief not to worry about expensive car breakdowns anymore.”

- d. “They’re your best line of defense against expensive breakdowns.”
- e. “Protect yourself now against expensive auto repair bills.”

21. Similarly, a television advertisement called “All Stars V3,” which aired at least 4,500 times, contains the following statements, among others:

- a. “Their administrators pay for expensive car repairs, so you don’t have to.”
- b. “. . . I recommend you get in touch with the folks at CarShield today. Then you simply don’t have to worry about a big repair bill.”
- c. “CarShield has plans that can help cover major parts and systems for out-of-warranty vehicles. So when they break down, you’re not the one stuck with the bill.”
- d. “They get expensive car repairs taken care of, so you don’t have to.”

22. Other advertisements feature purported CarShield customers claiming that all vehicle repairs will be covered. For example, a television advertisement called “Testimonial A EC Rev-Control,” which aired at least 54,000 times, contains the following statements and depictions, among others:

- a. “. . . I think everybody should have CarShield. Once your manufacturer’s warranty is expired, there’s just no big bills.”
- b. “CarShield is just the best thing to take away the fear that when something is going to go wrong with your car—because it will—and CarShield is gonna be there to back you up.”
- c. “If my car breaks down, I can count on CarShield to cover it for me.”

23. Similarly, a television advertisement called “Testimonial Who Does That,” which aired at least 30,000 times, contains the following statements and depictions, among others:

a.



b. “An engine, transmission, or computer system breakdown could cost you thousands of dollars, but not with CarShield. . . .”

c. “CarShield makes sure you don't have to pay for expensive car repairs.”

d. “Cars will break down and those breakdowns could cost you thousands, unless you call CarShield today and get the protection you deserve.”

24. Although CarShield’s advertisements generally avoid using the term “warranty,” CarShield advertises that its Diamond plan provides comparable coverage to a manufacturer’s new-car warranty. For example, CarShield uses direct mail solicitations (including the example attached hereto as Exhibit A) that state: “[The Diamond plan] is similar to the manufacturer’s new car warranty. It covers everything from power window motors to the transmission. It’s the most complete coverage option that you can get and offers the total peace of mind that you need.”

25. CarShield’s advertisements tout other purported benefits of the VSCs, including that consumers can use the repair facility of their choice for repairs and that they will receive a

rental car when their vehicle breaks down. For example, the “All Stars V3,” advertisement contains the following statements and depictions, among others:

a.



b.



c. “When your car needs repair, you take it to your favorite mechanic or even your dealer, and CarShield gets them paid directly.”



d. “. . . with CarShield’s nationwide coverage network, you can choose the mechanic or dealership of your choice no matter where you are.”

e. “There are even plans that will pay for your rental car while your car’s in the shop.”

26. CarShield and AAS advertise on their respective websites that they have a “network” of repair facilities, called the “Shield Repair Network,” which, they claim, consumers can use for covered repairs. CarShield and AAS jointly created and jointly administer the Shield Repair Network, which, they advertise, “grew out of the long-term partnership between CarShield and American Auto Shield.” However, both CarShield and AAS advertise that consumers are not limited to using these repair facilities. For example, AAS’s website advertises that consumers “are not required to use our Preferred Network and may select a Repair Facility of your choice.”

27. To build trust with consumers, many of CarShield’s advertisements feature celebrities or professional athletes, including former professional basketball player Allen Iverson; former professional wrestler Ric Flair; and professional baseball players Walker Buehler, Pete Alonso, and Matt Vierling, who are portrayed or depicted as CarShield “customers” or even “real CarShield Customers.” For example, a television advertisement called “Out of the Park - Los Angeles - Walker Buehler,” which aired at least 3,600 times, contains the following statements and depictions, among others:

a.



b. Walker Buehler: “. . . when it came to protecting myself from expensive car repairs, I called the all-star team at CarShield.”

28. Other CarShield advertisements claim that CarShield’s celebrity endorsers, including sportscaster Chris Berman and actors Ice-T, Vivica A. Fox, Adrienne Janic, and Ernie Hudson, are not only “customers,” but also actual users of their VSCs. For example, in the “All Stars V3” advertisement, Ice-T says CarShield “get[s] expensive car repairs taken care of, so I don’t have to.”

29. Additionally, many of CarShield’s advertisements feature consumer endorsers who claim to have saved a specific amount of money with their VSCs. For example, in the “All Stars V3” television advertisement, one consumer endorser claims, “I’ve been a CarShield customer for close to seven years, had three vehicles covered, and they saved me close to \$9,000,” and a second consumer endorser is depicted as having “saved \$8,000.” In the “Game Over” television advertisement, a third consumer endorser claims, “If I didn’t have CarShield, I would have been out-of-pocket \$7,000.”

30. CarShield’s advertisements also attempt to assure consumers that they can trust AAS to pay for their repairs, claiming that CarShield’s “administrators [sic] have paid out over a billion dollars in claims.”

**II. CarShield uses telemarketing to make additional claims about the VSCs and to close the sale.**

31. Because all sales are made by phone, CarShield’s advertisements provide a telephone number for consumers to call. Consumers can also provide their name and telephone number on CarShield’s website, and a CarShield telemarketer will then call the consumer to attempt to sell a VSC.

32. In many instances, consumers call CarShield in response to direct mail solicitations they receive, examples of which are attached hereto as Exhibits A to E. These direct mail solicitations contain similar representations to those made in CarShield’s other advertisements, for example, that consumers can obtain “the peace of mind of knowing major repairs will be covered” (Exhibits A and B); that consumers can “Choose any ASE [National Institute for Automotive Service Excellence] certified repair shop or dealership” (Exhibit A); and that “Over 6,000 Vehicle Parts [are] Covered” (Exhibit A). Like CarShield’s other advertisements, these direct mail solicitations do not disclose the cost of the VSCs or their material restrictions, limitations, and conditions.

33. Upon calling or being called by CarShield, a consumer initially speaks to a “pre-sales” agent, who collects information about the consumer and their vehicle, and then tells the consumer that they are transferring them to a “specialist,” *i.e.*, another telemarketer, who attempts to sell the consumer a VSC.

34. The telemarketer confirms the consumer’s information, then tells the consumer that they “qualify for” a particular VSC type (*e.g.*, Diamond, Platinum, Gold, or Silver),

depending on the age and mileage of the consumer's vehicle. The telemarketer then reads one of the following scripted statements, written by CarShield and cleared by AAS, which purportedly explains what the VSC being offered covers:

- a. Diamond: "Now just like when the vehicle was NEW, this covers your Engine, Transmission, Drive Axle, Suspension, Steering, Fuel System, A/C, and Even your Computers and High-Tech Electronics!"
- b. Platinum: "This covers the Engine, Transmission, Cooling System, A/C, Steering, Suspension, Brake System, and it EVEN covers the vehicle's Main Engine Computer, Navigation, and High-Tech Electronics."
- c. Gold: "This covers Everything a normal powertrain does like your Engine, Transmission, Drive Axle, and it ALSO covers the A/C, Alternator, Starter, Water Pump, and the Power Window Motors."
- d. Silver: "This covers your entire powertrain including the Engine, Transmission, Drive Axle, (4x4, turbo, if applicable) AND the Water Pump."

35. The telemarketer then asks the consumer whether they intend to use the dealership or a local mechanic for repair work. Regardless of how the consumer answers, the telemarketer responds, "Great, with this protection you pick the dealer or ASE certified mechanic you want to use, and there is just a \$100 deductible for any covered repair!" The telemarketer also tells the consumer that the VSC includes a "rental car . . . at no extra cost."

36. If the consumer agrees to purchase the VSC, the telemarketer obtains the consumer's payment information and requests the consumer's consent to make an initial payment and recurring monthly payments for the VSC.

37. After receiving the consumer's consent to purchase the VSC, the telemarketer then reads a script, also written by CarShield and cleared by AAS, that purports to disclose *some* of the exclusions, terms, and conditions of the VSC. However, the telemarketer does not disclose what systems and parts of consumers' vehicles are *not* covered or that even repairs of ostensibly "covered" parts will be denied if AAS determines a breakdown was due to an excluded cause. The telemarketer also does not inform consumers of their obligation to authorize, and in many cases, pay for, diagnostic work to determine the cause of their vehicle's breakdown.

38. The telemarketer then says, "Now that we have gone over everything, we just need you to confirm that you are authorizing CarShield to sign the contract and process your initial payment today."

39. Only after purchasing the VSC and "authorizing" CarShield to sign it (on the consumer's behalf), do consumers receive their contract, a dense, 25- to 30-page document, filled with numerous exclusions, terms, and conditions that are not disclosed in CarShield's advertising or by its telemarketers.

40. If the consumer does not agree to purchase a VSC during an initial inbound or outbound call, a CarShield telemarketer makes as many as seven outbound "follow-up" calls to the consumer to attempt to close the sale.

41. CarShield's telemarketing is not limited to new customers. When existing contract holders call CarShield to cancel their VSCs, telemarketers in CarShield's "retention" department attempt to "rebut" the reasons given by consumers for wanting to cancel their VSCs and offer discounts to induce consumers to keep their VSCs. During these calls, CarShield's telemarketers make representations about the VSCs' purported benefits similar to those made during initial sales calls.

42. For example, in trying to convince a 90-year old consumer not to cancel his Diamond VSC, a CarShield telemarketer told the consumer that by having both auto insurance and a VSC, the consumer was “covering [his] entire car.” In another retention call, a CarShield telemarketer told a consumer, “Any time you have an authorized claim, all you’re responsible for is your actual deductible.” In a third retention call, a CarShield telemarketer told a consumer that if he kept his VSC, he would “not hav[e] to worry about future repairs.”

**III. Consumers attempt to use their VSCs and discover CarShield’s claims are false or misleading.**

43. In many cases, only after experiencing a vehicle breakdown and attempting to use their VSCs do consumers realize the representations made by CarShield’s advertisements and telemarketers are false or misleading.

**A. Many consumers cannot use the repair facility of their choice for repairs.**

44. First, despite CarShield’s and AAS’s promises, many consumers cannot use the repair facility of their choice for vehicle repairs. AAS requires repair facilities to comply with burdensome claims requirements, including submitting maintenance records, photographs, and other documents; performing diagnostic work; and allowing third-party inspectors to access the repair facility to inspect the consumer’s vehicle. Many repair facilities are not willing to comply with these requirements or otherwise deal with the added time and inconvenience of working with a third-party payor, such as AAS.

45. According to some consumers, their preferred mechanic or dealership is unwilling to work with AAS specifically because of prior bad experiences with CarShield and/or AAS. For example, according to one consumer, “everyone laughs when I ask if they accept CarShield as coverage.” Another consumer complained, “[I] called around, no shop within reasonable

distance will accept carshield. Answer from each shop has been ‘no, because they don’t pay th[ei]r bill.’” A different consumer complained, “Out of the 10 repair facilities I called from CarShield’s website, all said they did not accept CarShield.” Many consumers have complained that even repair facilities that CarShield and AAS advertise as being members of the Shield Repair Network want nothing to do with CarShield or AAS.

46. CarShield is aware that many consumers cannot use the repair facility of their choice for repairs. CarShield has received numerous complaints regarding this issue, has a cancellation code for consumers who cancel for this reason, and trains employees to “sound surprised” when consumers cite this reason for wanting to cancel their VSCs. Additionally, CarShield responds to consumers who complain about this issue by stating that it is “willing to work with” any repair facility, while admitting that there is nothing it or AAS can do to compel a repair facility to perform covered repairs.

47. AAS is also aware that many consumers cannot use the repair facility of their choice for repairs, as it too has received numerous complaints regarding this issue. AAS’s self-described “canned response[.]” to these complaints is that consumers should “feel free to select another repair facility.”

**B. Many consumers’ vehicle repairs are not covered.**

48. After overcoming the first hurdle to using their VSC—finding a repair facility that will accept their VSC—many consumers learn their repairs will not be covered. None of the VSCs sold by CarShield covers all repairs, or even all repairs to “covered” vehicle systems, such as the engine and transmission. To the contrary, all contain myriad exclusions, including exclusions of entire vehicle systems, exclusions of parts within “covered” vehicle systems, and exclusions for breakdowns that AAS determines were due to one or more of dozens of causes.

49. Additionally, all VSCs sold by CarShield contain numerous material terms and conditions, which are not disclosed in CarShield’s advertising or by its telemarketers, but which AAS routinely invokes to deny claims. These include, but are not limited to, the following:

a. AAS may require consumers to submit maintenance records and may deny claims if consumers lack such records or if AAS determines that the records are inadequate or demonstrate improper maintenance.

b. AAS may require time-consuming and costly diagnostic work to determine the cause of a breakdown. If the repair claim is ultimately denied by AAS, consumers are financially responsible for the cost of this diagnostic work.

c. AAS may require one or more third-party inspections of consumers’ vehicles. These inspections may result in denials of repair claims and/or delays in the authorization and repair process.

d. Even for “approved” repairs, AAS may require consumers’ repair facilities to install used or remanufactured replacement parts, which must be “sourced” by AAS and “shipped in” to the repair facility. If a repair facility is willing to install such parts, this process may delay the repair. If a repair facility is unwilling to install such parts, consumers are financially responsible for the cost difference between the repair facility’s part and what AAS would have paid for a used or remanufactured part.

e. Even for “approved” repairs, AAS will reimburse the repair facility only for its labor costs in an amount AAS approves based on unspecified “nationally recognized labor guides.” Consumers are financially responsible for the cost difference between this amount and what the repair facility charges.



50. Repair facilities, even those that CarShield and AAS advertise as being part of the Shield Repair Network, are under no obligation to accept AAS's reimbursement rates or to use shipped-in parts. Thus, consumers are often left with substantial out-of-pocket costs, even when their claims are "approved." For example, one consumer had to pay \$895 in out-of-pocket costs for an "approved" air conditioning repair, because the repair facility, despite being in the Shield Repair Network, refused to install a shipped-in part, and AAS refused to pay the full amount charged by the repair facility for its part.

51. Relying on these and other exclusions, terms, and conditions, AAS denies many consumers' repair claims, in whole or in part. It is therefore unsurprising that, as of November 2022, AAS (the only administrator on whose behalf CarShield has sold VSCs since at least September 2019) had paid out significantly *less* than \$1 billion in claims, contrary to CarShield's advertising.

52. Defendants know that they deceive consumers into believing that all repairs and/or all repairs to "covered" vehicle systems will be covered. In September 2019, AAS warned CarShield about a "pattern of . . . complaints regarding coverage misunderstandings," specifically that consumers believe, incorrectly, that their VSCs cover any breakdown of "the major components listed in the contract." Despite this warning, CarShield continues to claim that all repairs and/or all repairs to "covered" vehicle systems will be covered, as alleged in paragraphs 20 to 23 and 34.

53. Defendants also know that they deceive consumers into believing the Diamond VSC provides comparable coverage to a manufacturer's new-car warranty. In the September 2019 warning letter described in paragraph 52, AAS also warned CarShield that consumers believe, incorrectly, that the Diamond VSC provides "bumper to bumper" coverage and "mirrors

the manufacturer warranty.” Additionally, in December 2021, a CarShield officer warned CarShield’s management that requiring consumers to pay for diagnostic work to determine the cause of their vehicle’s breakdown was a source of “surprise” to consumers and a material difference between VSCs sold by CarShield and manufacturers’ new-car warranties. Despite these warnings, CarShield continues to claim that the Diamond VSC provides comparable coverage to a manufacturer’s new-car warranty and continues to fail to disclose the VSCs’ material terms and conditions prior to the sale, as alleged in paragraphs 24, 32, 34(a), 37, 39, and 49.

**C. Many consumers do not receive a rental car or receive a rental car for less time than it takes for their vehicle to be repaired.**

54. While navigating the labyrinth of exclusions, terms, and conditions of their VSCs and waiting for their claims to be adjudicated and their vehicles to be repaired, many consumers discover another unwelcome surprise: CarShield’s promise of a rental car when their car breaks down is also false or misleading.

55. AAS will approve a rental car only after it has authorized a repair claim, which often takes days or weeks after a claim is submitted. Additionally, reimbursement is limited to a maximum number of days and cost per day, regardless of how long the repair takes and the actual cost of the rental car. Thus, consumers with denied claims receive no rental car, while many consumers with “approved” claims must pay a portion of their rental car costs.

**IV. CarShield’s endorsements are false or misleading.**

56. In numerous instances, CarShield’s celebrity endorsers, including those described in paragraph 27, were not actual customers or contract holders of VSCs sold by CarShield when the advertisements were disseminated. CarShield was aware that it was airing advertisements

with false endorsements, and a CarShield officer even expressed concern about “creating a liability,” but nonetheless, allowed the advertisements to continue airing.

57. Other celebrity endorsers who claim to be actual users of their VSCs, including Chris Berman, Ice-T, Vivica A. Fox, Adrienne Janic, and Ernie Hudson, although nominally contract holders of VSCs sold by CarShield, never actually used their VSCs for vehicle repairs.

58. In some instances, endorsers used their VSCs for vehicle repairs, but CarShield and AAS treated them as “preferred customers” and approved repair claims that would not have been approved for a typical consumer.

59. In numerous instances, CarShield’s claims regarding consumer endorsers saving money with their VSCs are also false or misleading. Numerous endorsers, including those described in paragraph 29, did not save the amount claimed.

**V. CarShield continues to make false and misleading advertising claims, despite a history of consumer complaints, previous law enforcement actions, knowledge of the law, and FTC notice.**

60. The Better Business Bureau (“BBB”) of Greater St. Louis issued an “alert” regarding CarShield in early 2021, due to “a pattern of consumer complaints” about CarShield’s “misleading sales and advertising,” including claims about what the VSCs cover and what repair facilities consumers can use for repairs.

61. The BBB of the Great West and Pacific issued an “alert” regarding AAS on January 29, 2021, due to a “pattern from complaints and customer reviews,” related to advertising by AAS’s sellers, including that the VSCs’ exclusions “are only disclosed if the consumer reads the agreement after the sale.”

62. Since November 26, 2012, CarShield has been subject to a Consent Judgment and Permanent Injunction with the State of Missouri, which enjoins CarShield from misleading consumers about the VSCs it sells.

63. Since July 7, 2021, a Letter of Understanding with the State of Georgia has prohibited CarShield from, among other things, “materially misrepresent[ing] the characteristics, uses, and/or benefits of the vehicle service contracts it markets.”

64. At all times relevant to this Complaint, Defendants have known, or should have known, of the requirements of the FTC Act and the TSR. AAS’s contract with CarShield requires CarShield to comply with the FTC’s laws and regulations, including “federal . . . laws and regulations governing . . . advertising, marketing and telemarketing practices.” Additionally, AAS’s Seller Compliance Guide notified CarShield of several requirements of the FTC Act and the TSR, including that “[i]t is unlawful for companies to disseminate advertisements at any point in the sales cycle that are false, misleading, or deceptive.”

65. Despite being on notice of its BBB alert, its agreements with Missouri and Georgia, and the requirements of the FTC Act and the TSR, CarShield has continued to make false and misleading claims about VSCs, as alleged in paragraphs 20 to 30 and 34 to 35.

66. Despite being on notice of its BBB alert and the requirements of the FTC Act and the TSR, AAS has cleared CarShield to continue making false and misleading claims about the VSCs CarShield sells on its behalf, as alleged in paragraphs 20 to 30 and 34 to 35.

67. In September 2022, the FTC sent a letter to CarShield, along with a copy of a Notice of Penalty Offenses Concerning Deceptive or Unfair Conduct around Endorsements and Testimonials (“Notice”). The letter and Notice identified specific acts or practices that the Commission has determined are unfair or deceptive and violate Section 5 of the FTC Act.

68. As detailed in the Notice, in litigated decisions the Commission determined, among other things, that it is an unfair or deceptive trade practice to misrepresent an endorser as an actual user, a current user, or a recent user of a product or service.

69. As the letter stated, the above acts or practices were prohibited by final cease and desist orders, other than consent orders, issued in the cases (cited in the Notice) in which the Commission determined they were unfair or deceptive and unlawful under Section 5(a)(1) of the FTC Act. The letter warned CarShield of its potential liability for civil penalties under Section 5(m)(1)(B) of the FTC Act, 15 U.S.C. § 45(m)(1)(B), for knowingly engaging in acts or practices determined by the Commission to be unfair or deceptive and unlawful, as described in paragraph 68 of this Complaint.

70. The letter instructed CarShield to visit the Commission's website at [ftc.gov/MMO-notice](https://www.ftc.gov/MMO-notice) and [www.ftc.gov/endorsement-notice-penalty-offenses](https://www.ftc.gov/endorsement-notice-penalty-offenses) to obtain copies of the case decisions discussed in the Notice.

71. CarShield received the letter on September 13, 2022.

72. Despite learning of the FTC's investigation and despite receiving the Notice, CarShield continues to misrepresent endorsers as actual, current, or recent users of their VSCs, including the following examples:

a. CarShield disseminated a television advertisement called "Barbershop," which misrepresents Allen Iverson as being a "CarShield customer," at least 3,700 times since September 13, 2022.

b. CarShield disseminated the "All Stars V3" advertisement, which misrepresents Ice-T as being an actual user of a VSC sold by CarShield, at least 2,400 times since September 13, 2022.

c. CarShield disseminated a television advertisement called “Vivica from Indy,” which misrepresents Vivica A. Fox as being an actual user of a VSC sold by CarShield, at least 1,300 times since September 13, 2022.

73. Therefore, based on the facts and violations of law alleged in this Complaint, the FTC has reason to believe that Defendants are violating or are about to violate laws enforced by the Commission.

### **VIOLATIONS OF THE FTC ACT**

74. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts or practices in or affecting commerce.”

75. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

### **COUNT I**

#### **False or Misleading Claims About What the Vehicle Service Contracts Cover (Against Both Defendants)**

76. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of VSCs, including through the means described in paragraphs 20 to 25 and 34 to 35, Defendants represent, directly or indirectly, expressly or by implication, that: (a) all repairs and/or all repairs to “covered” vehicle systems, such as the engine and transmission, will be covered; and (b) consumers will receive a rental car at no cost when their vehicles break down.

77. In fact, in numerous instances when Defendants have made the representations described in paragraph 76: (a) all repairs and/or all repairs to “covered” vehicle systems, such as the engine and transmission, are not covered; and (b) consumers do not receive a rental car at no cost when their vehicles break down.

78. Therefore, Defendants' representations as described in paragraph 76 are false or misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**COUNT II**  
**False or Misleading Claims that Consumers**  
**Can Use the Repair Facility of Their Choice for Repairs**  
**(Against Both Defendants)**

79. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of VSCs, including through the means described in paragraphs 25 to 26 and 35, Defendants represent, directly or indirectly, expressly or by implication, that consumers can use the repair facility of their choice for repairs.

80. In fact, in numerous instances when Defendants have made the representations described in paragraph 79, consumers cannot use the repair facility of their choice for repairs.

81. Therefore, Defendants' representations as described in paragraph 79 are false or misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**COUNT III**  
**False or Misleading Endorsements**  
**(Against Both Defendants)**

82. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of VSCs, including through the means described in paragraphs 27 to 29, Defendants represent, directly or indirectly, expressly or by implication, that: (a) celebrity endorsers are actual customers of CarShield; (b) celebrity endorsers are actual users of VSCs sold by CarShield; and (c) consumer endorsers have saved a specific amount of money with their VSCs.

83. In fact, in numerous instances when Defendants have made the representations described in paragraph 82: (a) celebrity endorsers whom Defendants represent are actual customers of CarShield are not customers of CarShield; (b) celebrity endorsers whom Defendants represent are actual users of VSCs sold by CarShield are not users of VSCs sold by CarShield; and (c) consumer endorsers whom Defendants represent have saved a specific amount of money with their VSCs did not save the amount claimed.

84. Therefore, Defendants' representations as described in paragraph 82, are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

#### **VIOLATIONS OF THE TELEMARKETING SALES RULE**

85. In 1994, Congress directed the FTC to prescribe rules prohibiting abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing and Consumer Fraud and Abuse Act ("Telemarketing Act"), 15 U.S.C. §§ 6101-08. The FTC adopted the original TSR in 1995, extensively amended it in 2003, and amended certain sections thereafter. 16 C.F.R. Part 310.

86. The TSR defines "telemarketing" as a plan, program, or campaign which is conducted to induce the purchase of goods or services or a charitable contribution, by use of one or more telephones and which involves more than one interstate telephone call. 16 C.F.R. § 310.2(gg).

87. Under the TSR, a "telemarketer" means any person who, in connection with telemarketing, initiates or receives telephone calls to or from a consumer or donor. 16 C.F.R. § 310.2(ff).



88. Under the TSR, a “seller” means any person who, in connection with a telemarketing transaction, provides, offers to provide, or arranges for others to provide goods or services to the customer in exchange for consideration. 16 C.F.R. § 310.2(dd).

89. AAS is a “seller,” and CarShield is a “telemarketer,” who are engaged in “telemarketing” as those terms are defined in the TSR.

90. The TSR applies to all outbound telemarketing calls, with exceptions not relevant here. 16 C.F.R. §§ 310.2(ff), (gg), and 310.6(b). The TSR also applies to inbound telemarketing calls—calls initiated by a consumer—in response to a direct mail solicitation that does not clearly, conspicuously, and truthfully disclose certain material information, including all material restrictions, limitations, or conditions to purchase, receive, or use the goods or services that are the subject of the sales offer. 16 C.F.R. § 310.6(b)(6).

91. The TSR prohibits sellers and telemarketers from “[m]isrepresenting, directly or by implication, in the sale of goods or services . . . [a]ny material aspect of the performance, efficacy, nature, or central characteristics of goods or services that are the subject of a sales offer.” 16 C.F.R. § 310.3(a)(2)(iii).

92. The TSR prohibits sellers and telemarketers from “[m]isrepresenting, directly or by implication, in the sale of goods or services . . . [a]ny material restriction, limitation, or condition to purchase, receive, or use goods or services that are the subject of a sales offer.” 16 C.F.R. § 310.3(a)(2)(ii).

93. The TSR prohibits sellers and telemarketers from failing to disclose truthfully, in a clear and conspicuous manner, all material restrictions, limitations, or conditions to purchase, receive, or use the goods or services that are the subject of the sales offer, before a customer consents to pay for goods or services. 16 C.F.R. § 310.3(a)(1)(ii).

94. The TSR’s prohibition against making false or misleading statements applies to all statements regarding upsells, whether the statements were made during an outbound call initiated by the telemarketer or an inbound call initiated by a consumer. 16 C.F.R. § 310.6(b)(4) and (b)(5)(iii).

95. The TSR also prohibits a person from providing “substantial assistance or support” to any seller or telemarketer when that person “knows or consciously avoids knowing” that the telemarketer is engaged in acts or practices that violate Section 310.3(a) of the TSR. 16 C.F.R. § 310.3(b). Such conduct constitutes a deceptive telemarketing act or practice and a violation of the TSR.

96. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C. § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR constitutes an unfair or deceptive act or practice, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**COUNT IV**  
**Misrepresentations Regarding**  
**Performance, Efficacy, Nature, or Central Characteristics**  
**(Against Both Defendants)**

97. In numerous instances in connection with telemarketing VSCs, including through the means described in paragraphs 34 to 35 and 41 to 42, Defendants have misrepresented, directly or indirectly, expressly or by implication, material aspects of the performance, efficacy, nature, or central characteristics of the VSCs, including that: (a) all repairs and/or all repairs to “covered” vehicle systems, such as the engine and transmission, will be covered; (b) consumers will receive a rental car at no cost when their vehicles break down; and (c) consumers can use the repair facility of their choice for repairs.

98. Defendants’ acts or practices as alleged in paragraph 97 are deceptive telemarketing practices that violate the TSR, 16 C.F.R. § 310.3(a)(2)(iii).

**COUNT V**  
**Misrepresentations of, and Failure to Disclose,**  
**Material Restrictions, Limitations, or Conditions**  
**(Against Both Defendants)**

99. In numerous instances in connection with telemarketing VSCs, including through the means described in paragraphs 34 to 39, and 49, Defendants have misrepresented and failed to disclose, clearly and conspicuously and prior to consumers consenting to pay for goods or services offered, all material restrictions, limitations, or conditions to purchase, receive, or use the VSCs, including restrictions, limitations, and conditions related to: (a) what the VSCs cover; (b) what repair facilities can be used for repairs; (c) consumers' obligations to submit maintenance records and authorize diagnostic work; (d) the need for third-party inspections; and (e) AAS's use of used or remanufactured replacement parts and labor guides in calculating how much it will pay toward "covered" claims.

100. Defendants' acts or practices as alleged in paragraph 99 are deceptive telemarketing practices that violate the TSR, 16 C.F.R. § 310.3(a)(1)(ii) and (a)(2)(ii).

**COUNT VI**  
**Assisting and Facilitating TSR Violations**  
**(Against AAS)**

101. In numerous instances, including through the means described in paragraphs 12, 14 to 18, 26, 34 to 39, 41 to 42, and 49, AAS has provided substantial assistance or support to CarShield, a telemarketer, whom AAS knew or consciously avoided knowing is engaged in conduct that violated Section 310.3 of the TSR.

102. AAS's substantial assistance or support as described in paragraph 101 violates the TSR, 16 C.F.R. § 310.3(b).

**VIOLATIONS OF PRIOR COMMISSION DETERMINATIONS  
CONCERNING UNFAIR OR DECEPTIVE ACTS OR PRACTICES**

103. If the Commission has determined in a proceeding under Section 5(b) of the FTC Act, 15 U.S.C. § 45(b), that an act or practice is unfair or deceptive and issued a final cease and desist order, other than a consent order, with respect to the act or practice, then a person, partnership, or corporation that engages in such act or practice with actual knowledge that such act or practice is unfair or deceptive and is unlawful under Section 5(a)(1) of the FTC Act shall be liable under Section 5(m)(1)(B) of the FTC Act, 15 U.S.C. § 45(m)(1)(B).

104. In prior litigated decisions, the Commission has determined that the acts or practices described in paragraph 68 are unfair or deceptive and violate Section 5(a)(1) of the FTC Act and issued final cease and desist orders, other than consent orders, with respect to those acts or practices.

**COUNT VII  
Violations of Prior Commission Determinations  
(Against CarShield)**

105. As described in paragraphs 67 to 71, at least since receiving the letter and Notice, CarShield had actual knowledge that misrepresenting an endorser as an actual user, a current user, or a recent user of a product or service is an unfair or deceptive act or practice, unlawful under Section 5(a)(1) of the FTC Act.

106. In numerous instances, as described in paragraph 72, CarShield misrepresented endorsers as actual, current, or recent users of their VSCs.

107. In fact, in numerous instances when CarShield made the representations set out in paragraph 106, endorsers were not actual, current, or recent users of their VSCs.

108. CarShield engaged in the acts and practices described in paragraphs 106 to 107 with the actual knowledge, as described in paragraph 105, that in prior litigated decisions the

Commission has determined that the acts or practices are unfair or deceptive and violate Section 5(a)(1) of the FTC Act and issued final cease and desist orders, other than consent orders, with respect to those acts or practices.

### **CONSUMER INJURY**

109. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act and the TSR. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.

### **PRAYER FOR RELIEF**

Wherefore, Plaintiff requests that the Court:

- A. Enter a permanent injunction to prevent future violations of the FTC Act and the TSR;
- B. Award monetary and other relief within the Court's power to grant, including rescission or reformation of contracts, the refund of money, the return of property, or other relief necessary to redress injury to consumers; and
- C. Award any additional relief as the Court determines to be just and proper.

Dated: July 31, 2024

Respectfully Submitted,

/s/ Matthew M. Scheff  
Matthew M. Scheff 0082229(OH)  
Adrienne M. Jenkins 0089568(OH)  
Sammi D. Nachtigal 0400774(MN)  
Attorneys for Plaintiff  
Federal Trade Commission  
1111 Superior Avenue, Suite 200  
Cleveland, OH 44114  
Telephone: (216) 263-3455  
Email: [mscheff@ftc.gov](mailto:mscheff@ftc.gov)  
[ajenkins@ftc.gov](mailto:ajenkins@ftc.gov)  
[snachtigal@ftc.gov](mailto:snachtigal@ftc.gov)

# Exhibit A



# Get vehicle service protection before it's too late.

Call **800-611-5512** and get protection from the #1 Vehicle Service Contract provider in America.



Please respond by **10/17/2020** to get repair coverage for your 1908 Ford Model T.  
Use Customer ID: **TVNT45-F**

did you know that a vehicle repair bill could cost you \$1500 - \$3000 or even more?

**Monthly Coverage from CarShield** will help you take care of the parts, taxes, and labor on any covered repair. Without a factory warranty, or a vehicle service contract on your automobile, you are financially liable for any and all vehicle repairs. However, by contacting CarShield today, at **800-611-5512**, you still have time to protect your 1908 Ford Model T.

### Low Monthly Payments

Our month to month coverage plans have low, or no, deductibles to further prevent stress to your wallet in a time of need. Call **800-611-5512** to join the growing list of CarShield customers driving with peace of mind.



Choose any ASE certified repair shop or dealership in the U.S. and Canada



Over 6,000 Vehicle Parts Covered



Over 1 Million Vehicle Service Contract Customers Nationwide



All plans include limited Towing, Rental Car, and 24-hour Roadside Assistance



No long-term contract commitment

## Select Your Protection Plan

Select the plan that best fits your budget. Please call **800-611-5512**.

### GOLD

This vehicle service contract is great coverage for major and minor vehicle parts. It is the best level of coverage for those on a strict budget, yet still need the peace of mind of knowing major repairs will be covered.

As low as  
**\$79 / Month**

### PLATINUM

This vehicle service contract is comprehensive yet still ideal for higher mileage vehicles that are a few years old. It protects your vehicle's engine, transmission, AC, electrical system, starter, water pump, fuel pump & more.

As low as  
**\$89 / Month**

### DIAMOND

This vehicle service contract is similar to the manufacturer's new car warranty. It covers everything from power window motors to transmission. It's the most complete coverage option that you can get, and offers the total peace of mind that you need.

As low as  
**\$99 / Month**

## Call 800-611-5512

Use Customer ID: **TVNT45-F**

M - F 6a.m. - Midnight CST, Sat 8a.m. - 10p.m. CST, Sun 8a.m. - 5p.m. CST or Visit [CarShield.com](http://CarShield.com) to learn more

Se Habla Español 1-800-422-5036

CarShield is an independent nationwide company marketing vehicle service contracts on behalf of leading third-party administrators; CarShield will help determine which one is right for you. Programs may vary depending on vehicle use, mileage, state and pre-existing conditions. See Contract for Rental Car eligibility. CarShield is not affiliated with any auto dealer or manufacturer. All claims must be pre-authorized before repairs are made. 71354

# Exhibit B



# Get Vehicle Service Protection Before It's Too Late.

Call **1-800-421-1795** and get protected by the #1 Auto Protection Company in America.



40281-16



Please respond by **08/29/2022** to get repair coverage for your vehicle.  
Use Customer ID: **AXD000090S**

did you know that a vehicle repair bill could cost you \$1500 - \$3000, or even more?

Monthly Coverage through CarShield will help you take care of the parts, taxes, and labor on any covered repair. Without a factory warranty, or a vehicle service contract on your automobile, you are financially liable for any and all vehicle repairs. However, by contacting CarShield today at **1-800-421-1795**, you still have time to protect your vehicle.

### Low Monthly Payments

Month to month coverage plans have low, or no deductibles, to further prevent stress to your wallet in a time of need. Call **1-800-421-1795** to join the growing list of CarShield customers, driving with peace of mind.



Endorsed By Ice-T, Glenn Beck, Chris Berman, Mark Levin, Vivica A. Fox, Sean Hannity, And Many More



Over 6,000 Vehicle Parts Covered



Millions Of Vehicles Covered



All Plans Include Courtesy Towing, Rental Car Options, And 24-Hour Roadside Assistance



No Long-Term Contracts

Select the protection plan that best fits your budget. Please call **1-800-421-1795**.

### SILVER

This vehicle service contract is meant for older vehicles with higher miles. It provides coverage for your engine and transmission, while still being budget friendly.

As low as  
**\$79 / Month**

### GOLD

This vehicle service contract is great coverage for major and minor vehicle parts. It is the best level of coverage for those on a strict budget, yet still need the peace of mind of knowing major repairs will be covered.

As low as  
**\$89 / Month**

### PLATINUM

This vehicle service contract is comprehensive yet still ideal for higher mileage vehicles that are a few years old. It protects your vehicle's engine, transmission, AC, electrical system, starter, water pump, fuel pump & more.

As low as  
**\$99 / Month**

### DIAMOND

This vehicle service contract is similar to the manufacturer's new car warranty. It covers everything from power window motors to the transmission. It's the most complete coverage option that you can get and offers the total peace of mind that you need.

As low as  
**\$109 / Month**



4.3 | 9,890+ reviews

**Call 1-800-421-1795**

Use Customer ID: **AXD000090S**

M-F: 7 a.m. - 10 p.m. CST, Sat: 8 a.m. - 5 p.m. CST or Visit [CarShield.com](http://CarShield.com) to learn more.



5.0 | 4,900+ reviews

# Exhibit C

Important Vehicle Protection Notification



**SUMMER TEMPS ARE RISING  
OUR SPECIAL PRICING IS LOW.  
AS LOW AS \$69/MONTH!**

16-40028



[REDACTED], we are offering a special seasonal savings discount. Your vehicle protection plan starts as low as **\$69 per month**. This is a limited time offer, please call **1-800-274-4921** to take advantage of this special discount!

Join the CarShield Family. Since 2005, we've connected over 2 million vehicle owners, just like you, with peace of mind. Save money by protecting your vehicle through CarShield's administrators.

A vehicle protection plan through Carshield helps protect you from expensive surprises.

Call **1-800-274-4921** to activate coverage. Use Customer ID# **TVE0002KJM**



**1-800-274-4921**

Use Customer ID# **TVE0002KJM**

### Can You Afford a \$2,000 Auto Repair Bill, Today?

- +** AROUND \$2 PER DAY TO GET VEHICLE PROTECTION
- +** YOU PICK THE ASE CERTIFIED REPAIR SHOP OR DEALERSHIP FOR REPAIRS
- +** INCLUDES TOWING, RENTAL CAR, & 24-HR ROADSIDE ASSISTANCE
- +** CARSHIELD ADMINISTRATORS HAVE PAID OVER \$1 BILLION IN CLAIMS
- +** UP TO 6,000 VEHICLE PARTS COVERED
- +** NO LONG-TERM COMMITMENT

**Google**  
★★★★★  
4.3 5.421 Reviews

**CONSUMERAFFAIRS**  
★★★★★  
4.2 3.317 Reviews

**CustomerLobby**  
★★★★★  
5.0 2.449 Reviews

Operating hours: M - F 7 a.m. - 10 p.m. CST, Sat 8 a.m. - 10 p.m. CST, Sun 8 a. m. - 5 p.m. CST or visit [CarShield.com](http://CarShield.com)

CarShield is an independent nationwide company marketing vehicle service contracts on behalf of leading third-party administrators. CarShield will help determine which one is right for you. Programs may vary depending on vehicle use, mileage, state, and pre-existing conditions. See Contract for rental car eligibility. CarShield is not affiliated with any auto dealer or manufacturer. All claims must be pre-authorized before repairs are made.

**CONFIDENTIAL**

**CS0001668**

# Exhibit D

CarShield  
503 Pearl Dr.  
St. Peters, MO 63376  
Customer ID: 16SMM31001  
Notice Date: 12/6/2021

Contact Phone: 1-800-313-0588  
Call to verify the below information  
Read below for more information

**RESPONSE TO THIS NOTICE REQUESTED**

To  
The  
Order  
Of

16SMM31001  
[Redacted]

23-15058



**IMMEDIATE RESPONSE REQUESTED**

Customer ID: 16SMM31001  
Coverage: AVAILABLE  
Respond By: 1/3/2022

Notice Date: 12/6/2021

Attention: [Redacted]

Our records indicate that you have not contacted us to have your vehicle service contract activated. We are informing you that if your factory warranty has expired, you will be responsible for paying for any repairs. However, if expired, you can still activate a service contract on your vehicle before it's too late.

**Please call 1-800-313-0588 today.**

**SUMMARY OF TERMS**

	3/36	4/48	4/100	5/75	5/100	6/100	7/125
Approval	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>IMPORTANT VEHICLE PROTECTION INFORMATION</b>							
Coverage Explanation	Platinum Program: Engine, Transmission, Transfer Unit of 4X4, Drive Axle Assembly, Front and Rear Suspension, Steering, Air Conditioning Unit, GPS, Power Windows, Electronics, Seals, Gaskets, Brake System, and Most Mechanical Parts.						
REQUESTING:	CarShield is an independent nationwide company marketing vehicle service contracts on behalf of leading third-party administrators. CarShield will help determine which one is right for you. Programs may vary depending on vehicle use, mileage, state, and pre-existing conditions. See Contract for rental car eligibility. CarShield is not affiliated with any auto dealer or manufacturer. All claims must be pre-authorized before repairs are made.						
	1. PROTECTION THROUGH 2030			2. UP TO OR ADDITIONAL 125K MILES			3. PLATINUM POWERTRAIN
	<b>PHONE: 1-800-313-0588</b>				<b>PLEASE RESPOND BY: 1/3/2022</b>		

Operating hours: Mon - Fri 7 a.m. - 9 p.m. CST, Sat 8 a.m. - 5 p.m. CST  
Se Habla Español 1-800-422-5036

CarShield  
503 Pearl Dr.  
St. Peters, MO 63376  
Customer ID: 16SMM14201  
Notice Date: 12/6/2021

Contact Phone: 1-800-313-0588  
Call to verify the below information  
Read below for more information

**RESPONSE TO THIS NOTICE REQUESTED**

To  
The  
Order  
Of

16SMM14201  
[Redacted]

23-15059



**IMMEDIATE RESPONSE REQUESTED**

Customer ID: 16SMM14201  
Coverage: AVAILABLE  
Respond By: 1/3/2022

Notice Date: 12/6/2021

Attention: [Redacted]

Our records indicate that you have not contacted us to have your vehicle service contract activated. We are informing you that if your factory warranty has expired, you will be responsible for paying for any repairs. However, if expired, you can still activate a service contract on your vehicle before it's too late.

**Please call 1-800-313-0588 today.**

**SUMMARY OF TERMS**

	3/36	4/48	4/100	5/75	5/100	6/100	7/125
Approval	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>IMPORTANT VEHICLE PROTECTION INFORMATION</b>							
Coverage Explanation	Platinum Program: Engine, Transmission, Transfer Unit of 4X4, Drive Axle Assembly, Front and Rear Suspension, Steering, Air Conditioning Unit, GPS, Power Windows, Electronics, Seals, Gaskets, Brake System, and Most Mechanical Parts.						
REQUESTING:	CarShield is an independent nationwide company marketing vehicle service contracts on behalf of leading third-party administrators. CarShield will help determine which one is right for you. CarShield is not affiliated with any auto dealer or manufacturer. All claims must be pre-authorized before repairs are made. Coverage, rental car eligibility, deductibles, and claims payment may vary depending on vehicle age, vehicle use, state, mileage, pre-existing conditions, and the programs selected. Texas, Wisconsin, Georgia, and Florida Residents: Contracts administered by American Auto Shield, 1597 Cole Blvd #200, Golden CO 80401. Florida License number: W11454. Parts of like kind and quality may be used, including remanufactured parts.						
	1. PROTECTION THROUGH 2030			2. UP TO OR ADDITIONAL 125K MILES			3. PLATINUM POWERTRAIN
	<b>PHONE: 1-800-313-0588</b>				<b>PLEASE RESPOND BY: 1/3/2022</b>		

Operating hours: Mon - Fri 7 a.m. - 9 p.m. CST, Sat 8 a.m. - 5 p.m. CST  
Se Habla Español 1-800-422-5036

# Exhibit E

503 Pearl Drive  
Saint Peters MO 63376

2020 JEEP WRANGLER  
Customer ID - KKQ0039051-YE

16 - 25520

**PRICE INCREASE COMING IN JANUARY, 2022**  
**Call TODAY to get coverage at 2021 Prices**

Dear [REDACTED],

On 10/5/2021, we spoke with you about extended vehicle coverage on your 2020 JEEP WRANGLER. We will not be able to honor this extended coverage at 2021 prices unless you call us.

It is recommended that you call us immediately, at 1-800-503-3481, so that your service contract can be reserved at the lower 2021 prices. Calling today locks in your 2021 prices. Protecting your 2020 JEEP WRANGLER against mechanical breakdown may save you thousands in upcoming years.

**We want to make sure you understand that this offer is extremely limited based on**

- **Your current mileage**
- **The age of your vehicle**

**Therefore, it is important to call before December 31, 2021.**

Call **1-800-503-3481** between 7 a.m. and 9 p.m. Central Standard Time Monday-Friday, or Saturday between 8 a.m. and 5 p.m.

Refer to your 2021 Pricing Customer ID: **KKQ0039051-YE**.

We look forward to speaking with you again.

Sincerely,

*John Walters*

John Walters  
Program Advisor  
1-800-503-3481

CarShield is an independent nationwide company marketing vehicle service contracts on behalf of leading third-party administrators; CarShield will help determine which one is right for you. Programs may vary depending on vehicle use, mileage, state, and pre-existing conditions. See Contract for rental car eligibility. CarShield is not affiliated with any auto dealer or manufacturer. All claims must be pre-authorized before repairs are made.

**CONFIDENTIAL**

**CALL 1-800-503-3481**

**CS0001670**

Se Habla Español 1-800-422-5036