

WISCONSIN DEPARTMENT OF JUSTICE
POST OFFICE BOX 7857
MADISON, WI 53707-7857

In the matter of:

MENARD, INC.,
d/b/a Menards.

**ASSURANCE OF VOLUNTARY
COMPLIANCE**

This Assurance of Voluntary Compliance¹ (“Assurance”) is made and entered into by the Attorneys General of Arizona, Illinois, Iowa, Kansas, Michigan, Minnesota, Nebraska, Ohio, South Dakota, and Wisconsin (“the “Settling States”) and MENARD, INC. d/b/a MENARDS (“Menards”) to resolve the Settling States’ investigation into the advertising and administration practices of Menards’ merchandise credit check program (commonly known as the “Menards 11% Rebate Program”) and the investigation of certain of the Settling States into pricing during the COVID-19 pandemic.

In consideration of their mutual agreements to the terms of this Assurance, and other such consideration as described herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

¹ This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

I. INTRODUCTION AND THE PARTIES

1. This Assurance constitutes a good faith settlement and release between Menards and the Settling States of claims related to Menards' advertising and administration of the Menards merchandise credit check program.

2. The Settling States have defined jurisdiction under the laws, including Wisconsin's laws, Wis. Stat. §§ 93.06(10) and 100.18(11)(e), or assert jurisdiction under the common law, of their respective States for the enforcement of state consumer protection laws.

3. Menards is a Wisconsin corporation with an address at 5101 Menard Dr., Eau Claire, WI 54703.

4. Menards has at all relevant times offered its products and services to consumers in the Settling States.

II. DEFINITIONS

For the purposes of this Assurance, the following definitions shall apply:

5. "Attorney General" means the Attorney General of Wisconsin, or his or her authorized designee.

6. "Clearly and conspicuously" means that a required disclosure is difficult to miss (i.e., easily noticeable without having to look for it), given its size, color, contrast, and proximity to any related information, and easily understandable by consumers, including in all the following ways:

- a. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented.
- b. A visual disclosure, including by television or streaming video, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood, due to its size, contrast, location, the length of time it appears, and other characteristics.
- c. An audible disclosure, including by radio, telephone, or streaming video, must be delivered in a volume, speed, and cadence sufficient for consumers to easily hear and understand it.
- d. In any communication using an interactive electronic medium, such as the internet or software, the disclosure must be unavoidable and easily understood.
- e. The disclosure must not be provided through a hyperlink or button requiring the user to click to see all or part of the disclosure (e.g., a “click more” button).
- f. In print medium, a disclosure is not clear and conspicuous if obscured by the background against which it appears, obscured by its location on the document, including being located on the back or different page of a document, or obscured within a lengthy disclosure of other information.

- g. The disclosure must use diction and syntax understandable to consumers and must appear in each language in which the representation requiring the disclosure (“Triggering Representation”) appears.
- h. The disclosure must not be contradicted by, or inconsistent with, any other representation.

7. “Close proximity” means that the disclosure is near the Triggering Representation and is made at approximately the same time as the Triggering Representation.

8. “Effective Date” shall be December 17, 2025.

9. “Material Limitations” means any limitation, requirement, or condition of the MCC Program that (i) would be material to a customer’s decision about whether to purchase Menards products based on the costs and benefits of the MCC Program, and (ii) are not obvious or apparent from the Triggering Representation. “Material Limitations” include, but are not limited to:

- a. The MCC Program requires customers to mail in paperwork after purchase to receive an MCC (satisfied by use of the term “mail-in rebate” in advertising);
- b. “Rebates” offered by Menards through the MCC Program come in the form of in-store merchandise credit checks only redeemable at physical store locations;

- c. “Rebates” and MCCs offered through the MCC Program do not provide point-of-sale discounts on advertised items; and
- d. For online and mobile application advertising, disclosing that store credit offered for online or mobile application purchases can only be used in-store and cannot be used on the Menards website or mobile application for a subsequent purchase.

10. “MCC” or “merchandise credit check” means the credit checks that Menards issues to purchasers, who qualify for and participate in an MCC program, for a percentage of the purchase price of qualifying items during certain advertised time periods.

11. “MCC Program” means any Menards merchandise credit check program whereby consumers, who qualify for and participate in such programs, receive store credit for a percentage of the purchase price of qualifying items during certain advertised time periods, including, but not limited to, the Menards 11% Rebate Program.

12. “Parties” means Menards and the Attorney General of Wisconsin.

III. FACTUAL CONTENTIONS

13. Menards is a Wisconsin-based big-box home improvement retail chain that sells its products in physical stores and an online sales website.

14. For years, Menards has advertised its MCC Program through online, radio, television, print, email, in-store, and phone app outlets.

15. The Settling States have identified instances where they contend Menards failed to disclose material limitations of the MCC Program in its advertisements or failed to disclose material limitations clearly and conspicuously. Those asserted omissions and failures to disclose clearly and conspicuously include, but are not limited to, failing to disclose that the MCC is only an in-store credit on a future purchase that is only redeemable in-person at physical store locations, and that the MCC requires a mail-in rebate submission form.

16. In recent years, the Settling States have identified instances where they contend Menards falsely advertised the MCC Program as a point-of-purchase discount. For example, Menards has advertised the MCC Program as providing “11% Off” and has advertised the final prices of products as the sale price minus the amount of the MCC a consumer might obtain after the sale, instead of the actual price paid at the register.

17. When customers have questions about their MCC submission, Menards has historically referred those customers to Rebates International.

18. Rebates International is a part of Menards and it is not a separate company or entity.

19. The Settling States have identified instances where they contend Menards has expressly and/or impliedly misrepresented that Rebates International is a separate entity unaffiliated with Menards.

20. The Settling States contend that the above-described conduct violates their respective states’ consumer protection laws, including Wis. Stat. § 100.18(1).

The Settling States have agreed to enter into this Assurance with Menards to address Menards' obligations in connection with ensuring appropriate disclosures about the MCC Program and to improve fairness to consumers regarding the administration of the MCC Program.

21. After Wisconsin Governor Tony Evers signed Executive Order #72 on March 12, 2020, Menards raised its prices in two stores on four-gallon containers of water in violation of Wis. Stat. § 100.305(2) and Wis. Admin. Code ATPC § 106.02.

22. Menards denies that its advertisements failed to disclose material limitations of the MCC Program clearly and conspicuously or were false, misleading or confusing to consumers, or that Menards violated Wis. Stat. § 100.305(2) and Wis. Admin. Code ATPC § 106.02.

23. Menards contends that it has been running its rebate programs for more than a decade in substantially the same form and has issued hundreds of millions of rebates to participating consumers.

24. Menards contends that its rebates sales are popular with and beneficial to participating consumers and desires to continue running such sales.

25. Menards has agreed to enter into this Assurance with the Settling States to address their concerns and is always undertaking efforts to improve the MCC Program.

IV. ASSURANCES

Advertising

26. Menards will not advertise, market, or represent that any program that offers store credit for making purchases at Menards stores or from the Menards website, including the MCC Program, provides consumers with a point-of-purchase discount or cash-back on a purchase, including by:

- a. Advertising potential store credit as a certain percentage “off” the final or point-of-purchase price; or
- b. Advertising the price of the purchase as the point-of-purchase price minus the store credit amount. This includes the use of “price after rebate,” “price after mail-in rebate,” or similar advertising regarding price.

27. Menards must clearly and conspicuously disclose Material Limitations on the MCC Program and where to find all the terms and conditions of the MCC Program, including those terms described in paragraph 28 herein, in close proximity to the sales message in all advertising, including in-store, print, radio, television, and online advertising.

28. Through its website and written materials, Menards must disclose all applicable terms and conditions of the MCC Program in a readily available manner, including:

- a. How customers apply for store credit through the MCC Program and what documentation they need in order to do so;

- b. How customers may check the status of their MCC application and who they may contact if there are issues with the timing and/or processing of their MCC application;
- c. Any deadline by which a customer must submit a claim for an MCC; and
- d. A reasonable estimate of how many days Menards will take to process the consumer's MCC application.

MCC Program Administration

29. Menards will continue to investigate whether and to what extent it can offer a process by which consumers can safely and securely submit MCC application forms and required receipts online. Menards will implement and utilize such a process if and when it finds one that can be implemented safely, securely, and economically.

30. Menards will continue to investigate whether and to what extent it can offer a process by which consumers can safely and securely redeem their MCC for online purchases. Menards will implement and utilize such a process if and when it finds one that can be implemented safely, securely, and economically.

31. Menards will clearly and conspicuously disclose to consumers that Menards is doing business as Rebates International, and that Rebates International is not a separate or independent company or entity from Menards.

32. Menards represents that it has registered Rebates International as a trademark with the United States Patent and Trademark Office. Menards has and

will continue to clearly and conspicuously disclose to consumers that Menards is doing business as Rebates International, including by registering Rebates International as a trademark in Wisconsin.

33. Menards must allow customers at least twelve (12) months from the date of purchase to submit a claim for an MCC.

34. Within 48 hours of the complete MCC application being input into Menards' system, Menards will post on its online tracker that the MCC rebate form is "In Process".

35. When consumers request status updates regarding MCC request submissions while in store, on the phone, or by other methods of communication, Menards will direct them to the online tracker on Rebates International's website,² which contains the online tracker, the online guest inquiry portal, and the mailing address for any written inquiries.

36. Menards has begun and will continue to show on its online tracker any reduction to an MCC as a result of returns by those customers who are being issued an MCC.

37. If an MCC is ineligible for a reason other than one that would prevent automated entry of the MCC application into the Menards system, the online tracker will indicate that ineligible status and provide a reason for such status. Menards will continue to provide status updates on inquiries through the guest portal.

² Currently found at <https://www.rebateinternational.com>.

Emergency Pricing

38. During a period of abnormal economic disruption, Menards will not sell, or offer to sell, consumer goods or services at unreasonably excessive prices in violation of any lawful executive orders issued pursuant to Wis. Stat. § 100.305(2) or Wis. Admin. Code ATCP § 106.02.

V. MONETARY RELIEF

39. Menards will pay the Wisconsin Department of Justice \$712,251.24 and the Wisconsin Department of Agriculture, Trade and Consumer Protection \$43,200 (the “State Settlement Sum”), within fourteen days (14) of the Effective Date of the Assurance, pursuant to the payment instructions provided by Wisconsin. All or any portion of the State Settlement Sum may be used for any lawful purpose, including, but not limited to, attorneys’ fees, and other costs of investigation and litigation, or may be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education or redress, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, and/or for other uses permitted by state law.

VI. RELEASE

40. In consideration of the stipulated relief, the Attorney General and Menards, by execution of this Assurance, hereby fully and completely release the other party, and any of its owners, affiliates, and employees, of any and all claims, causes of action, penalties, fines, damages, and fees raised or which could have been raised by the Parties, pursuant to Wis. Stat. §§ 100.305(2) and 100.18(1) and Wis.

Admin. Code ATCP § 106.02, connected with or arising out of the factual contentions as described in paragraphs 13-25, up to and including the date of this Assurance.

41. Notwithstanding any terms of this Assurance, the following claims are not within the scope of the release in Paragraph 40:

- a. Private rights of action, including any claims consumers have or may have on an individual or class basis under state consumer protection laws, including Wis. Stat. § 100.18(1), against any person or entity, including Menards;
- b. Claims of environmental or tax liability;
- c. Criminal liability;
- d. Claims for property damage;
- e. Claims alleging violations of state, local, or federal securities laws;
- f. Claims alleging violations of state, local, or federal antitrust laws; and
- g. Any other civil or administrative liability that any person or entity, including Menards, has or may have to Wisconsin and any subdivision thereof, not covered by the release in paragraph 40.

VII. GENERAL TERMS

42. This Assurance is neither an admission nor denial of liability by Menards. This Assurance does not waive or limit any positions or defenses, including

those based on constitutional rights, that the Parties have asserted or may assert in any other action or matter.

43. Nothing in this Assurance relieves Menards of its obligation to comply with all applicable Wisconsin and federal laws and regulations.

44. Nothing in this Assurance shall obligate Menards to continue running or offering any MCC Programs, including its 11% Rebate Program. Menards in its sole discretion may terminate, suspend, discontinue, or change the periodicity of such programs, provided that when it offers such programs it must comply with the terms identified herein. For the avoidance of doubt, the cessation of MCC Programs does not terminate any obligations incurred by Menards with respect to MCCs already issued.

45. While Menards has already implemented many of the changes specified in paragraphs 26-38, it will have 90 days from the Effective Date to fully implement all the changes identified in paragraphs 26-38.

46. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

47. The person signing this Assurance for Menards warrants that Menards has authorized the person to execute this Assurance, that Menards has been fully advised by its counsel before entering into the Assurance, and that they execute this Assurance in an official capacity that binds Menards and its successors.

48. This Assurance constitutes the full and complete terms of the agreement entered into by Menards and the Settling States.

49. The Parties agree that this Assurance, including any issues related to interpretation or enforcement, are governed by the laws of the State of Wisconsin.

50. If the Attorney General determines that Menards has failed to comply with any of the terms of this Assurance, and if in the Attorney General's sole discretion the failure to comply does not threaten the health or safety of the citizens of the Attorney General's State and/or does not create an emergency requiring immediate action, the Attorney General will notify Menards in writing of such failure to comply and Menards shall have thirty (30) days from receipt of such written notice to provide a good faith written response to the Attorney General's determination. The response shall include: (A) a statement explaining why Menards believes it is in full compliance with this Assurance; or (B) a detailed explanation of how the alleged violation(s) occurred, including (i) a statement that the alleged violation has been addressed and how, or (ii) a statement that the alleged violation cannot be reasonably addressed within thirty (30) days from receipt of the notice, but (a) Menards has begun to take corrective action(s) to address the alleged violation, (b) Menards is pursuing such corrective action(s) with reasonable diligence, and (c) Menards has provided the Attorney General with a reasonable timetable for addressing the alleged violation.

51. Nothing herein shall prevent an Attorney General from agreeing in writing to provide Menards with additional time beyond the thirty (30) day period to respond to the notice provided under paragraph 50.

52. Nothing herein limits the Attorney General's Civil Investigative Demand or investigative subpoena authority, and Menards reserves all rights in responding to a Civil Investigative Demand or investigative subpoena issued pursuant to such authority.

53. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within their legal authority for such other and further relief as they determine is proper and necessary for the enforcement of this Assurance, but only after providing Menards an opportunity to respond to the notification described in paragraph 50; provided, however, that the Attorney General may take any action at any time if the Attorney General reasonably believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. The Parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, a Court has the authority to award equitable relief.

54. The failure of a party to exercise any rights under this Assurance will not be deemed to be a waiver of any right or any future rights.

55. Nothing in this Assurance should be construed to limit the power or authority of the State of Wisconsin or the Attorney General except as expressly set forth herein.

56. Each of the Parties is represented by counsel, participated in the drafting of this Assurance, and agrees that the Assurance's terms may not be construed against or in favor of any of the Parties by virtue of draftsmanship.

57. Each party must perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

58. Menards will not state or imply, directly or indirectly, that the Attorney General, the State of Wisconsin, or the Settling States have approved of, condoned, or agree with any conduct or actions by Menards.

59. Service of notices required by this Assurance must be served on the following persons, or any person subsequently designated by the Parties to receive such notices:

For the State of Wisconsin:

Laura E. McFarlane
Assistant Attorney General
Wisconsin Department of Justice
17 W. Main St.
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General Manager of In-House Counsel
Corporate Legal Department Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703
[P] (715) 831-2200

Consented and agreed to by:

MENARD, INC. d/b/a MENARDS

By: /s/ James Anderson Date: 12/17/25

James Anderson
Intake/Outside Counsel
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5101 Menard Dr.
Eau Claire, Wisconsin 54703

As Duly Authorized Representative of Menards

By: /s/ Brian P. Norton Date: 12/17/25

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Counsel to Menards

STATE OF WISCONSIN:

JOSHUA L. KAUL
Attorney General of Wisconsin

/s/ Laura E. McFarlane Date: December 17, 2025

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