

Complaint

IN THE MATTER OF

CITY NISSAN INC. D/B/A ROSS NISSAN OF EL MONTE

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT, SEC. 184 OF THE CONSUMER LEASING ACT, SEC. 213.7 OF REGULATION M, SEC. 144 OF THE TRUTH IN LENDING ACT, AND SEC. 226.24(D) OF REGULATION Z

*Docket No. C-4524; File No. 132 3114
Complaint, May 4, 2015 – Decision, May 4, 2015*

This consent order resolves concerns that City Nissan Inc. (“Ross Nissan”) misled consumers with deceptive promotions of its vehicle financing and leasing terms. According to the complaint, Ross Nissan advertised that consumers could finance its vehicles at an annual percentage rate of 0%. In fact, the annual percentage rate charged is substantially greater than 0%. The complaint further alleges that Ross Nissan falsely advertised that consumers could pay \$0 at lease signing to lease its vehicles, when in fact, consumers were required to pay substantially more to drive off with these vehicles. Ross Nissan’s failure to disclose or to disclose clearly and conspicuously certain costs and terms when advertising credit violated the Consumer Leasing Act, Regulation M, the Truth in Lending Act (“TILA”), and Regulations Z. The consent order requires Ross Nissan to make all disclosures required by TILA and Regulation Z when any of its advertisements state relevant triggering terms.

Participants

For the *Commission*: Sana Chriss and John Jacobs.

For the *Respondent*: Timothy Robinett, Manning Leaver Bruder & Berberich.

COMPLAINT

The Federal Trade Commission, having reason to believe that City Nissan Inc. (“City Nissan”), a corporation also doing business as Ross Nissan of El Monte (“Respondent”), has violated provisions of the Federal Trade Commission Act (“FTC Act”), the Consumer Leasing Act (“CLA”), and its implementing Regulation M, and the Truth in Lending Act (“TILA”), and its implementing

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Regulation Z, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent City Nissan Inc. is a Delaware corporation, also doing business as Ross Nissan of El Monte, with its principal office or place of business at 3428 N. Peck Road, El Monte, CA 91731. Respondent offers automobiles for sale or lease to consumers.

2. The acts or practices of Respondent alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

3. Since at least August 2012, Respondent has disseminated or caused to be disseminated advertisements to the public promoting the purchase, finance, and leasing of automobiles.

4. Respondent has disseminated or caused to be disseminated advertisements promoting consumer leases for automobiles, as the terms “advertisement” and “consumer lease” are defined in Section 213.2 of Regulation M, 12 C.F.R. §213.2, as amended.

5. Respondent has disseminated or caused to be disseminated advertisements to the public promoting credit sales and other extensions of closed-end credit in consumer credit transactions, as the terms “advertisement,” “closed-end credit,” “credit sale,” and “consumer credit” are defined in Section 226.2 of Regulation Z, 12 C.F.R. § 226.2, as amended.

6. Respondent has placed numerous such advertisements promoting consumer leases for automobiles, or promoting credit sales and other extensions of closed-end credit in consumer credit transactions, in various newspapers, including but not limited to the Los Angeles Times, the San Gabriel Valley Tribune, the Pasadena Star, and La Opinion, and also in the Pennysaver.

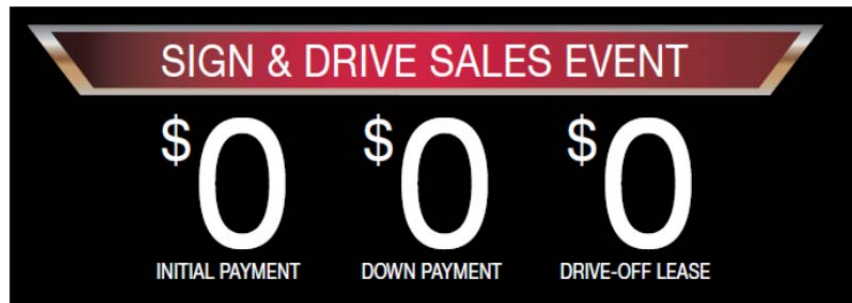
7. Respondent’s advertisements deceptively promote lease offers.

8. A copy of one such advertisement, which Respondent ran in the Los Angeles Times, is attached as Exhibit A. This full-page advertisement contains the statements and depictions

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described in parts a through e of this Paragraph, below. Respondent has run other advertisements in other editions of the Los Angeles Times, in the San Gabriel Valley Tribune, and in the Pasadena Star, that contain substantially similar statements and depictions.

- a. The following statement is prominently featured at the top of the advertisement attached as Exhibit A:



- b. Immediately below these "\$0" representations, the advertisement offers three Nissan vehicles for lease ("on approved credit").
 - i. The first vehicle offered for lease is a new 2013 Nissan Sentra SV for \$99 per month plus tax for a 24-month lease.
 - ii. The second vehicle offered for lease is a new 2013 Nissan Rogue S for \$149 per month plus tax for a 39-month lease.
 - iii. The third vehicle offered for lease is a new 2013 Nissan Pathfinder for \$249 per month plus tax for a 39-month lease.
- c. Although other vehicles are listed for sale in the advertisement, these three vehicles are the only vehicles that are offered for lease in the advertisement.
- d. Near the bottom of the advertisement, below multiple pictures of other vehicles, the following statements appear in minuscule white type against a black background:

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\$99 a month- 24-month lease with \$0 security deposit.
\$4100 due at lease

signing plus registration and taxes. Lessee responsible
for mileage in excess of 24,000 miles at 15¢ per mile.
On approved credit.

\$149 a month 39-month lease with \$0 security deposit.
\$5400 due at lease

signing plus registration and taxes. Lessee responsible
for mileage in excess of 39,000 miles at 15¢ per mile.
On approved credit.

\$249 a month 39 month lease with \$0 security deposit.
\$3113 due at lease signing plus registration and taxes.
Lessee responsible for mileage in excess of 39,000
miles at 15¢ per mile. On approved credit.

- e. Thus, the amount that consumers who wanted to lease these vehicles were required to pay to “drive off” with these vehicles was substantially more than the “\$0” that is prominently stated at the top of the advertisements.

9. Respondent has run similar advertisements, written in Spanish, in La Opinion. A copy of one such Spanish-language advertisement is attached as Exhibit B. This full-page advertisement contains the statements and depictions described in parts a through f of this Paragraph, below. One or more other advertisements that Respondent ran in other editions of La Opinion contain substantially similar statements and depictions.

- a. The following statement is prominently featured at the top of the advertisement attached as Exhibit B: “EVENTO DE FIRME Y MANEJE” “\$0 DE PAGO INICIAL,” “\$0 DE ENGANCHE,” “\$0 AL FIRMAR EL ARRENDAMIENTO.” (This translates to mean “SIGN AND DRIVE EVENT,” “\$0 INITIAL PAYMENT,” “\$0 DOWN,” AND “\$0 ON LEASE

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SIGNING.”) This statement as it appears in the advertisement is depicted below:



- b. Immediately below these \$0 representations, the advertisement offers three vehicles for lease (“CON CREDITO APROBADO,” which translates to mean “on approved credit”).
 - i. The first vehicle offered for lease is a “NUEVO 2013 NISSAN SENTRA SV ARRIENDE POR \$99 AL MES + IMPUESTOS 1 A ESTOS TERMINOS* 24-MESES DE ARRENDAMIENTO.” (This translates to mean “NEW 2013 NISSAN SENTRA SV LEASE FOR \$99 PER MONTH + TAXES 1 AT THESE TERMS* 24-MONTH LEASE.”)
 - ii. The second vehicle offered for lease is a “NUEVO 2013 NISSAN ROGUE S ARRIENDE POR \$149 AL MES + IMPUESTOS 1 A ESTOS TERMINOS* 39-MESES DE ARRENDAMIENTO.” (This translates to mean “NEW 2013 NISSAN ROGUE S FOR \$149 PER MONTH + TAXES 1 AT THESE TERMS* 39-MONTH LEASE.”)
 - iii. The third vehicle offered for lease is a “NUEVO 2013 NISSAN PATHFINDER ARRIENDE POR \$149 AL MES + IMPUESTOS 1 A ESTOS TERMINOS* 39-MESES DE ARRENDAMIENTO” (This translates to mean “NEW 2013 NISSAN PATHFINDER FOR \$249 PER MONTH + TAXES 1 AT THESE TERMS* 39-MONTH LEASE.”)

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- c. Although other vehicles are listed for sale in the advertisement, these three vehicles are the only vehicles that are offered for lease in the advertisement.
- d. Near the bottom of the advertisement, below multiple pictures of other vehicles, the following statements appear in minuscule white type against a black background:

*\$99/Month - 24-meses de arrendamiento con \$0 depósito de seguridad. \$4100 al momento de firmar el arrendamiento mas registro e impuestos registration. Cliente es responsable mas de 32,500 milas al ano a 20¢ por cada milla adicional. Con Crédito aprobado. (This translates to mean: “\$99/Month - 24-month lease with \$0 security deposit. \$4100 on lease signing plus registration and taxes registration. Client responsible for miles over 32,500 at 20¢ per additional mile. With credit approval.”)

*\$149/Month- 39 meses de arrendamiento con \$0 depósito de seguridad. \$5,400 al momento de firmar el arrendamiento mas registro e impuestos registration. Cliente es responsable mas de 32,500 milas al ano a 20¢ por cada milla adicional. Con Crédito aprobado. (This translates to mean: “\$149/Month- 39 month lease with \$0 security deposit. \$5,400 on lease signing plus registration and taxes registration.

Client responsible for miles over 32,500 at 20¢ per additional mile. With credit approval.”)

*\$249/Month 39 meses de arrendamiento con \$0 depósito de seguridad. \$5,400 al momento de firmar el arrendamiento mas registro e impuestos registration. Cliente es responsable mas de 32,500 milas al ano a 20¢ por cada milla adicional. Con Crédito aprobado. (This translates to mean: “\$249/Month 39 month lease with \$0 security deposit. \$5,400 on lease signing plus registration and taxes registration. Client responsible

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for miles over 32,500 at 20¢ per additional mile. With credit approval.”)

- f. Thus, the amount that consumers who wanted to lease these vehicles were required to pay to “drive off” with these vehicles was substantially more than the “\$0” that is prominently stated at the top of the advertisements.

10. A copy of another of Respondent’s advertisements that promotes lease offers, which appeared in the Pennysaver, is attached as Exhibit C. This advertisement contains the statements and depictions described in parts a through d of this Paragraph, below. Other advertisements of Respondent that appeared in one or more other editions of the Pennysaver contain substantially similar statements and depictions.

- a. The ad promotes “0 DOWN PAYMENT” in the top right corner, in large bold print, followed in very fine print with the statement “on select Nissan models.” These statements are surrounded by three boxes that promote lease deals on three different vehicles, including a 2013 Nissan Sentra offered at \$99 per month, a 2013 Nissan Rogue S for \$149 per month, and a 2013 Nissan Pathfinder for \$249 per month. These three are the only vehicles in the ad for which specific lease or finance deals are offered. The statements described herein as they appear in the advertisement are depicted below:



- b. Various other vehicles are then depicted in the ad, each adjacent to a sales price. Further down the page,

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below these depictions of vehicles offered for sale, the following statements appear in minuscule white type against a black background:

\$99/Month – 24 month lease with \$0 security deposit.
\$4100 due at lease signing plus registration and taxes.
Lessee responsible for mileage in excess of 24,000 miles at 15¢ per mile. On approved credit.

\$149/Month – 39 month lease with \$0 security deposit.
\$5400 due at lease signing plus registration and taxes.
Lessee responsible for mileage in excess of 39,000 miles at 15¢ per mile. On approved credit.

\$249/Month – 39 month lease with \$0 security deposit.
\$3113 due at lease signing plus registration and taxes.
Lessee responsible for mileage in excess of 39,000 miles at 15¢ per mile. On approved credit.

- c. Thus, the amount that consumers who wanted to lease any of the three vehicles shown above were required to pay upon leasing the vehicle was substantially more than the “0 DOWN PAYMENT” that is prominently stated at the top of the advertisements.

11. Respondent’s advertisements also deceptively promote offers of closed-end credit on vehicles it offers for sale.

12. A copy of one such advertisement, which appeared in the Pennysaver, is attached as Exhibit D. This advertisement contains the statements and depictions described in parts a through d of this Paragraph, below. Other advertisements of Respondent that appeared in one or more other editions of the Pennysaver contain substantially similar statements and depictions.

- a. The ad prominently promotes “\$0 DOWN” and “0% APR FINANCING” in the top left corner, in large bright print, followed in very fine print with the statement “on select Nissan models.” These statements as they appear in the advertisement attached as Exhibit D are depicted below:

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- b. A row of three photographs of three different vehicles immediately follows these statements, with a monthly payment amount prominently featured next to each vehicle, including a 2005 Nissan Sentra S offered at \$99 per month, a 2003 Honda CR-V EX offered at \$139 per month, and a 2006 Honda CR-V EX offered at \$159 per month. A small asterisk follows each of the three dollar amounts. These three are the only vehicles in the ad for which specific finance deals are offered.
- c. Below the row of photographs depicting these three finance offers, various other vehicles are depicted, each adjacent to a sales price. Further down the page, below the depictions of the vehicles offered for sale, the following statements appear in minuscule white type against a black background:

*\$7,995 purchase price plus tax and license. 60-monthly terms with \$3500 down payment. 4.0% APR rate with 720+ FICO. On approved credit.

\$10,995 purchase price plus tax and license. 60-monthly terms with \$5000 down payment. 4.0% APR rate with 720+ FICO. On approved credit.

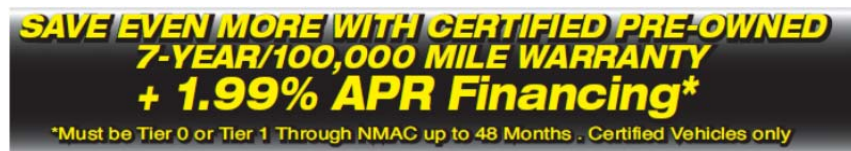
\$12,995 purchase price plus tax and license. 60-monthly terms with \$6000 down payment. 4.0% APR rate with 720+ FICO. On approved credit.
- d. Thus, the amount of the down payment that a consumer who wanted to purchase any of these three cars was required to make was substantially more than the “\$0” that is prominently stated at the top of the advertisements, and the annual percentage rate for

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financing any of these three cars was significantly greater than “0%.”

13. A copy of another advertisement that promotes offers of closed-end credit, which Respondent ran in the Los Angeles Times, is attached as Exhibit E. This full-page advertisement contains the statements and depictions described in parts a through c of this Paragraph, below. Respondent ran other advertisements in other editions of the Los Angeles Times, as well as in the San Gabriel Valley Tribune, that contain substantially similar statements and depictions.

- a. The ad prominently promotes 1.99% APR financing for a term of up to 48 months. These statements as they appear in the advertisement attached as Exhibit E are depicted below:



The advertisement does not disclose the amount or percentage of the down payment, or the full terms of repayment, that are associated with this offer.

- b. The bottom half of the advertisement attached as Exhibit E, which begins immediately below the statements that are described in part a of this Paragraph, includes multiple rows and columns of photographs of vehicles offered for sale. Immediately below each photograph is a boldly printed dollar figure. The far-left column consists of three photographs of three different vehicles, next to each of which is printed a monthly payment amount: \$125 for the first, \$165 for the second, and \$175 for the third. No asterisks or other symbols prompt consumers to look for disclosures elsewhere in the ad. For example, the following is a copy of the photo and information that is printed at the top of the far-left column:

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- c. Toward the bottom of the advertisement, below the multiple rows of photographs, the following statements appear in minuscule white type against a medium blue background:

*\$125/month - \$10,995 plus tax and license. 60 months at 3.9% APR. \$5000 down payment. 720+ FICO score. On approved credit. \$165/month: \$11,995 plus tax and license. 60 months at 4.9% APR. \$4500 down payment. 720+ FICO score. On approved credit. \$175/month - \$10,995 plus tax and license. 60 months at 3.9% APR. \$2800 down payment. 720+ FICO score. On approved credit.

14. Respondent has also run advertisements, written in Spanish, in La Opinion, that promote offers of closed-end credit. A copy of one such Spanish-language advertisement is attached as Exhibit F. This full-page advertisement contains the statements and depictions described in parts a through d of this Paragraph, below. One or more other advertisements that Respondent ran in other editions of La Opinion contain substantially similar statements and depictions.

- a. The bottom third of the advertisement attached as Exhibit F includes separate photographs of fifteen used vehicles offered for sale, arranged in columns and rows; immediately adjacent to each photograph is a boldly printed dollar figure.

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- b. The following is a copy of the photo and information that appears in the upper left of this portion of the advertisement:



(The text in this box translates to mean “2007 Nissan Sentra S. Buy for . . . \$99 per month.*”)

- c. The dollar figures for the remaining fourteen vehicles in this portion of the advertisement are purchase prices.
- d. Toward the bottom of the advertisement, below the three rows of photographs of used vehicles offered for sale, the following statements appear in minuscule black type against a white background:

\$7995 Precio más impuestos y licencia. 60 pagos mensuales con \$3500 de enganche. 3.9% de APR con calificación de crédito FICO de 720+. Con crédito aprobado. (This translates to mean: “\$7995 Price, plus taxes and license. 60 monthly payments with \$3500 down payment. 3.9% APR for qualified FICO credit [score] of 720+. With credit approved.”)

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FEDERAL TRADE COMMISSION ACT VIOLATIONS

COUNT I

MISREPRESENTATION OF AMOUNT DUE AT LEASE
INCEPTION

15. Through the means described in Paragraphs 8 through 10, Respondent has represented, expressly or by implication, that consumers can pay \$0 at lease inception to lease the vehicles shown in the advertisements for the advertised monthly payment amount.

16. In truth and in fact, consumers cannot pay \$0 at lease inception to lease the vehicles shown in the advertisements for the advertised monthly payment amount. Therefore, the representation set forth in Paragraph 15 was, and is, false or misleading.

17. Respondent's practices constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT II

MISREPRESENTATION OF AMOUNT OF DOWN PAYMENT

18. Through the means described in Paragraph 12, Respondent has represented, expressly or by implication, that consumers are not required to make any down payment to finance the vehicles shown in the advertisements for the advertised monthly payment amount.

19. In truth and in fact, consumers are required to make a down payment to finance the vehicles shown in the advertisements for the advertised monthly payment amount. Therefore, the representation set forth in Paragraph 18 was, and is, false or misleading.

20. Respondent's practices constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

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COUNT III
MISREPRESENTATION OF AMOUNT OF THE ANNUAL
PERCENTAGE RATE

21. Through the means described in Paragraph 12, Respondent has represented, expressly or by implication, that Respondent is offering consumers an annual percentage rate of 0% to finance the vehicles shown in the advertisements for the advertised monthly payment amount.

22. In truth and in fact, the annual percentage rate that Respondent is offering to finance the vehicles shown in the advertisements for the advertised monthly payment amount is substantially greater than 0%. Therefore, the representation set forth in Paragraph 21 was, and is, false or misleading.

23. Respondent's practices constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATION OF THE CONSUMER LEASING ACT AND
REGULATION M

24. Under Section 184 of the CLA and Section 213.7 of Regulation M, advertisements promoting consumer leases are required to make certain disclosures ("CLA additional terms") if they state any of several terms, such as the amount of any payment ("CLA triggering terms"). 15 U.S.C. § 1667c; 12 C.F.R. § 213.7.

25. Respondent's advertisements promoting consumer leases, including but not necessarily limited to the advertisements described in Paragraphs 8 through 10, are subject to the requirements of the CLA and Regulation M.

COUNT IV
FAILURE TO DISCLOSE OR TO DISCLOSE CLEARLY AND
CONSPICUOUSLY REQUIRED LEASE INFORMATION

26. Respondent's advertisements promoting consumer leases, including but not necessarily limited to the advertisements described in Paragraphs 8 through 10, have included CLA

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triggering terms, but have failed to disclose or to disclose clearly and conspicuously CLA additional terms required by the CLA and Regulation M, including one or more of the following:

- a. That the transaction advertised is a lease.
- b. The total amount due prior to or at consummation or by delivery, if delivery occurs after consummation.
- c. Whether or not a security deposit is required.
- d. The number, amount, and timing of scheduled payments.
- e. With respect to a lease in which the liability of the consumer at the end of the lease term is based on the anticipated residual value of the property, that an extra charge may be imposed at the end of the lease term.

27. Therefore, the practices set forth in Paragraph 26 of this Complaint have violated Section 184 of the CLA, 15 U.S.C. § 1667c, and Section 213.7 of Regulation M, 12 C.F.R. § 213.7.

VIOLATIONS OF THE TRUTH IN LENDING ACT AND
REGULATION Z

28. Under Section 144 of the TILA and Section 226.24(d) of Regulation Z, as amended, advertisements promoting closed-end credit in consumer credit transactions are required to make certain disclosures (“TILA additional terms”) if they state any of several terms, such as the monthly payment (“TILA triggering terms”).

29. Respondent’s advertisements promoting closed-end credit, including but not necessarily limited to those described in Paragraphs 12 through 14, are subject to the requirements of the TILA and Regulation Z.

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COUNT V

FAILURE TO DISCLOSE OR DISCLOSE CLEARLY AND
CONSPICUOUSLY REQUIRED CREDIT INFORMATION

30. Respondent's advertisements promoting closed-end credit, including but not necessarily limited to those described in Paragraphs 12 through 14, have included TILA triggering terms, but have failed to disclose or disclose clearly and conspicuously TILA additional terms required by the TILA and Regulation Z, including one or more of the following:

- a. The amount or percentage of the downpayment.
- b. The terms of repayment, including any balloon payment.
- c. The "annual percentage rate," using that term, and, if the rate may be increased after consummation, that fact.

31. Therefore, the practices set forth in Paragraph 30 of this Complaint have violated Section 144 of the TILA, 15 U.S.C. § 1664, and Section 226.24(d) of Regulation Z, 12 C.F.R. § 226.24(d), as amended.

THEREFORE, the Federal Trade Commission, this fourth day of May, 2015, has issued this complaint against Respondent.

By the Commission.

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EXHIBIT A

[illegible]

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EXHIBIT B

ROSSNISSAN.com
Of El Monte

NISSAN

¿DONDE USTED GANA TODOS LOS DIAS!

EVENTO DE FIRME Y MANEJE

\$0 \$0 \$0
DE PASO NICIA DE ENGANCHE AL FIRMAR EL ARRENDAMIENTO

VENTA DEL DIA DE LOS PRESIDENTES

NUOVO 2013 NISSAN SENTRA SV MODELO 2013 \$99 AL MES + IMPUESTOS Y A FETOS TERMINOS 24 MESES DE ARRENDAMIENTO - CON CREDITO APROBADO	NUOVO 2013 NISSAN ROGUE S MODELO 2013 \$149 AL MES + IMPUESTOS Y A FETOS TERMINOS 24 MESES DE ARRENDAMIENTO - CON CREDITO APROBADO	NUOVO 2013 NISSAN PATHFINDER MODELO 2013 \$249 AL MES + IMPUESTOS Y A FETOS TERMINOS 24 MESES DE ARRENDAMIENTO - CON CREDITO APROBADO
NUOVO 2013 NISSAN VERSA S MODELO 2013 \$12,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2012 NISSAN VERSA 1.8S MATCHBACK MODELO 2012 \$13,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2012 NISSAN CUBI 1.8S MODELO 2012 \$14,988 LA FETOS ACTUANDO EN CREDITO
NUOVO 2012 NISSAN FRONTIER CREW CAB S MODELO 2012 \$18,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2013 NISSAN ROGUE EDICION ESPECIAL MODELO 2013 \$18,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2013 NISSAN ALTIMA 2.5 MODELO 2013 \$18,988 LA FETOS ACTUANDO EN CREDITO
NUOVO 2012 NISSAN ALTIMA 2.5S COUPE MODELO 2012 \$19,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2012 NISSAN XTIAN KING CAB S 4x4 MODELO 2012 \$19,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2012 NISSAN MURANO S MODELO 2012 \$20,988 LA FETOS ACTUANDO EN CREDITO
NUOVO 2013 NISSAN ALTIMA 3.5S MODELO 2013 \$20,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2011 NISSAN LEAF SL ELECTRIC MODELO 2011 \$21,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2013 NISSAN QUEST 3.5S MODELO 2013 \$22,988 LA FETOS ACTUANDO EN CREDITO
NUOVO 2011 NISSAN XTIAN PRO 4x4 MODELO 2011 \$24,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2011 NISSAN MURANO CROSSCAB MODELO 2011 \$32,988 LA FETOS ACTUANDO EN CREDITO	NUOVO 2011 NISSAN ARMADA PLATINUM MODELO 2011 \$39,988 LA FETOS ACTUANDO EN CREDITO

CAMBIO DE ACEITE EN 30 MINUTOS POR \$29.95 O ES GRATIS*

EXPRESS SERVICE

ROSSNISSAN.COM
3426 NORTH PECK ROAD
EL MONTE

1-866-921-5726

www.RossNissan.com

NISSAN

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EXHIBIT C

NEW 2013 NISSAN SENTRA SV MODEL #121012

LEASE FOR...

\$99 1 AT THESE TERMS

24-MONTH LEASE ON APPROVED CREDIT*



PRESIDENTS DAY SALE

UP TO \$7000 REBATES

0 PAYMENTS FOR 90 DAYS*

0 DOWN PAYMENT*

5 DAYS OF SAVINGS THURS 2/14 - FRI 2/15 - SAT 2/16 - SUN 2/17- MON 2/18

LEASE FOR... \$149 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN ROGUE S MODEL #121011	LEASE FOR... \$249 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN PATHFINDER MODEL #121010	SELL US YOUR CAR BALANCE OR NO BALANCE LEASE OR PURCHASE ALL TRADE-INS WELCOME 30 MINUTE OIL CHANGE FOR \$29.95 OR FREE*
LEASE FOR... \$13,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN VERSA S MODEL #121013	LEASE FOR... \$13,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN VERSA 1.8S MODEL #121014	LEASE FOR... \$14,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN CUBE 1.6S MODEL #121015
LEASE FOR... \$17,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN JUKE S MODEL #121016	LEASE FOR... \$18,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN ALTIMA 2.5 MODEL #121017	LEASE FOR... \$20,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN ALTIMA 3.5 SE MODEL #121018
LEASE FOR... \$21,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN ALTIMA 3.5 SE MODEL #121019	LEASE FOR... \$22,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN MURANO S MODEL #121020	LEASE FOR... \$23,988 1 AT THESE TERMS 36-MONTH LEASE - ON APPROVED CREDIT*  NEW 2012 NISSAN QUEST 3.5 S MODEL #121021

ROSS NISSAN.com
Of El Monte

**3428 NORTH PECK ROAD
EL MONTE**

Security deposit of \$500 required at vehicle delivery. All payments are subject to credit review. The above prices are for vehicles shown on display. All vehicles are subject to prior sale.

OPEN 7 DAYS A WEEK 8:30AM - 10PM

1-866-618-8279

*The 0% is a credit through dealer, not approved credit. All vehicles are subject to prior sale.

NO CREDIT? NO PROBLEM!
APPLY FROM HOME

www.RossNissan.com

CLICK ON **FINANCING** TAB



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EXHIBIT D

LABOR DAY SALE!

\$ 0 0 0 % 0 0 0

STARTS TODAY
WED AUGUST 28TH
THROUGH
MON SEPTEMBER 2ND

DOWN* APR FINANCING* PAYMENTS* PROBLEMS
*On Select Nissan Models, 0 Payments for 90 days, On Approved Credit.

LOWEST PAYMENTS OF THE YEAR LOWEST PRICES OF THE YEAR LOWEST RATES OF THE YEAR

WE ACCEPT TRADES AS DOWN PAYMENT • WE CAN HELP YOU LOWER YOUR CURRENT CAR PAYMENT

WE ARE CREDIT EXPERTS BANKRUPTCY ✓ FORECLOSURE ✓ LOW CREDIT SCORE ✓
REWARD YOUR GOOD CREDIT WITH RATES AS LOW AS 1.9%

All financing is subject to lender approval.

 Nicely Equipped, Amazing Condition BUY FOR \$99 PER MONTH* 2005 NISSAN SENTRA S	 2003 HONDA CR-V EX High Quality, Low Payment BUY FOR \$139 PER MONTH*	 2006 HONDA CR-V EX This CR-V Has Been Battered BUY FOR \$159 PER MONTH*		
 2000 NISSAN VEGA S HATCHBACK EDAPS, 5 SPEED, 1.6L, 5 Spk, 5000 Miles \$10,995	 2000 KIA SPORTAGE LX Leather, Macramé, Airless, 50,000 Miles \$11,995	 2001 CHEVY Aveo LT Gem of a Car \$11,995	 2007 HONDA ACCORD SE The Car Drives Amazing \$11,995	 2000 CHEVY COLORADO CREW CAB LT This A Gem \$12,995
 2012 CHRYSLER 200 TOURING Panda, Leather, 5 Spk, 10,000 Miles \$13,995	 2012 TOYOTA YARIS LE Super Low Miles, Super Clean, Super Deal \$13,995	 2008 NISSAN ROGUE SE 100,000 Miles, Super Clean, Super Deal \$13,995	 2009 HONDA CIVIC EX Interest Only, 100,000 Miles, Super Deal \$14,995	 2007 NISSAN FRONTIER CREW CAB SE Amazing Condition, 100,000 Miles \$16,995

*\$199 purchase price plus tax and license. 60-month term for me with \$5000 down payment. 4.9% APR rate with 720+ FICO. On approved credit. (303)7251444.
\$11,995 purchase price plus tax and license. 60-month term with \$5000 down payment. 4.9% APR rate with 720+ FICO. On approved credit. (303)7251444.
\$12,995 purchase price plus tax and license. 60-month term with \$5000 down payment. 4.9% APR rate with 720+ FICO. On approved credit. (303)7251444.

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Of El Monte Where You're A Winner Everyday

NISSAN

OPEN 7 DAYS A WEEK 8:30AM - 10PM
1-866-618-8279

Vehicle availability subject to change without notice. All vehicles are sold as-is. No warranty. All vehicles are sold as-is. No warranty. All vehicles are sold as-is. No warranty.

Complaint

EXHIBIT E

[illegible]

Complaint

EXHIBIT F

ROSSNISSAN.com
Of El Monte

NISSAN

¿DÓNDE USTED GANA TODOS LOS DÍAS!

NISSAN

HOY CON NISSAN

0% DE APR* ENGANCHE* PAGOS POR 90 DÍAS*

MÁS DE 600 NISSAN NUEVOS DE DONDE ESCOGER

NUOVO 2014 NISSAN VERSA S SEDAN MODEL 21134  PRECIO DE RENTA \$10,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2014 NISSAN VERSA S PLUS SEDAN MODEL 21134  PRECIO DE RENTA \$11,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2014 NISSAN VERSA NOTE S MODEL 21134  PRECIO DE RENTA \$11,988 1.8L 16V 1.8L 16V 1.8L 16V
NUOVO 2014 NISSAN VERSA NOTE PLUS MODEL 21134  PRECIO DE RENTA \$12,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2014 NISSAN VERSA SX SEDAN MODEL 21134  PRECIO DE RENTA \$13,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2013 NISSAN SENTRA S MODEL 21134  PRECIO DE RENTA \$13,988 1.8L 16V 1.8L 16V 1.8L 16V
NUOVO 2013 NISSAN SENTRA SP MODEL 21134  PRECIO DE RENTA \$14,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2014 NISSAN SENTRA SX MODEL 21134  PRECIO DE RENTA \$16,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2013 NISSAN ROGUE S MODEL 21134  PRECIO DE RENTA \$17,988 1.8L 16V 1.8L 16V 1.8L 16V
NUOVO 2014 NISSAN ALTIMA 2.5 MODEL 21134  PRECIO DE RENTA \$18,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2013 NISSAN ALTIMA 2.5 S COUPE MODEL 21134  PRECIO DE RENTA \$19,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2012 NISSAN ALTIMA 2.5 S MODEL 21134  PRECIO DE RENTA \$22,988 1.8L 16V 1.8L 16V 1.8L 16V
NUOVO 2013 NISSAN ALTIMA 2.5 SV MODEL 21134  PRECIO DE RENTA \$23,988 1.8L 16V 1.8L 16V 1.8L 16V	NUOVO 2014 NISSAN MURANO S MODEL 21134  PRECIO DE RENTA \$23,988 1.8L 16V 1.8L 16V 1.8L 16V	

GRANDES OFERTAS EN AUTOS USADOS

2007 NISSAN SENTRA S COMPRE POR... \$99 AL MES*	2006 NISSAN SENTRA S \$8995	2007 FORD FOCUS S \$8995	2008 HYUNDAI ACCENT GLS \$8995	2008 SCION TC COUPE \$8995
2009 NISSAN SENTRA SE \$8995	2009 FORD FOCUS SE \$8995	2009 FORD FOCUS SE \$8995	2011 CHEVY AVEO LT \$8995	
2004 BMW 320i \$11,995	2010 TOYOTA MATRIX \$11,995	2009 MAZDA 3 SPORT \$11,995	2009 NISSAN ALTIMA \$11,995	2010 HONDA ACCORD LX \$13,995
2009 HONDA ACCORD LX \$13,995	2009 HONDA ACCORD LX \$13,995	2009 HONDA ACCORD LX \$13,995	2009 HONDA ACCORD LX \$13,995	2009 HONDA ACCORD LX \$13,995

*Precio más impuestos y licencia, 50 pesos mensuales con \$500 de depósito, 3.0% de APR con utilización de crédito NISSAN de 70%. Son cuotas aprobadas.

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FINANCIAMIENTO

Decision and Order

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of Respondent named in the caption hereof, and Respondent having been furnished thereafter with a copy of a draft complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondent with violation of the Federal Trade Commission Act ("FTC Act"), the Truth in Lending Act ("TILA"), and the Consumer Leasing Act ("CLA"); and

Respondent, Respondent's counsel, and counsel for the Commission having thereafter executed an agreement containing consent order ("consent agreement"), which includes: a statement by Respondent that it neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in the consent agreement, and, only for purposes of this action, admits the facts necessary to establish jurisdiction; and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it has reason to believe that Respondent has violated the FTC Act, the TILA, and the CLA, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such consent agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure prescribed in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent City Nissan Inc. is a Delaware corporation, with its principal office or place of business at 3428 N. Peck Road, El Monte, CA 91731.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondent, and the proceeding is in the public interest.

Decision and Order

ORDER**DEFINITIONS**

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

1. Unless otherwise specified, “Respondent” shall mean City Nissan Inc., a corporation, also doing business as Ross Nissan of El Monte, and its successors and assigns.
2. “Advertisement” shall mean a commercial message in any medium that directly or indirectly promotes a consumer transaction.
3. “Clearly and conspicuously” shall mean as follows:
 - a. In a print advertisement, the disclosure shall be in a type size, location, and in print that contrasts with the background against which it appears, sufficient for an ordinary consumer to notice, read, and comprehend it.
 - b. In an electronic medium, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade and appear on the screen for a duration, and in a location, sufficient for an ordinary consumer to read and comprehend it.
 - c. In a television or video advertisement, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade, and appear on the screen for a duration, and in a location, sufficient for an ordinary consumer to read and comprehend it.

Decision and Order

- d. In a radio advertisement, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it.
 - e. In all advertisements, the disclosure shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or promotion.
- 4. “Consumer credit” shall mean credit offered or extended to a consumer primarily for personal, family, or household purposes, as set forth in Section 226.2(a)(12) of Regulation Z, 12 C.F.R. § 226.2(a)(12), as amended.
 - 5. “Consumer lease” shall mean a contract in the form of a bailment or lease for the use of personal property by a natural person primarily for personal, family, or household purposes, for a period exceeding four months and for a total contractual obligation not exceeding the applicable threshold amount, whether or not the lessee has the option to purchase or otherwise become the owner of the property at the expiration of the lease, as set forth in Section 213.2 of Regulation M, 12 C. F. R. § 213.2, as amended.
 - 6. “Lease inception” shall mean prior to or at consummation of the lease or by delivery, if delivery occurs after consummation.
 - 7. “Material” shall mean likely to affect a person’s choice of, or conduct regarding, goods or services.
 - 8. “Motor vehicle” or “vehicle” shall mean:
 - a. Any self-propelled vehicle designed for transporting persons or property on a street, highway, or other road;
 - b. Recreational boats and marine equipment;

Decision and Order

- c. Motorcycles;
- d. Motor homes, recreational vehicle trailers, and slide-in campers; and
- e. Other vehicles that are titled and sold through dealers.

I.

IT IS HEREBY ORDERED that Respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for the purchase, financing, or leasing of motor vehicles, shall not, in any manner, expressly or by implication:

- A. Misrepresent the cost of:
 - 1. Leasing a vehicle, including but not necessarily limited to, the total amount due at lease inception, the down payment, amount down, acquisition fee, capitalized cost reduction, any other amount required to be paid at lease inception, and the amounts of all monthly or other periodic payments; or
 - 2. Purchasing a vehicle with financing, including but not necessarily limited to, the amount or percentage of the down payment, the number of payments or period of repayment, the amount of any payment, the annual percentage rate or any other finance rate, and the repayment obligation over the full term of the loan, including any balloon payment; or
- B. Misrepresent any other material fact about the price, sale, financing, or leasing of any vehicle.

II.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or

Decision and Order

indirectly, in connection with any advertisement for any consumer lease, shall not, in any manner, expressly or by implication:

- A. State the amount of any payment or that any or no initial payment is required at lease inception without disclosing clearly and conspicuously the following terms:
 - 1. That the transaction advertised is a lease;
 - 2. The total amount due at lease signing or delivery;
 - 3. Whether or not a security deposit is required;
 - 4. The number, amounts, and timing of scheduled payments; and
 - 5. That an extra charge may be imposed at the end of the lease term in a lease in which the liability of the consumer at the end of the lease term is based on the anticipated residual value of the vehicle; or
- B. Fail to comply in any respect with Regulation M, 12 C.F.R. Part 213, as amended, and the Consumer Leasing Act, 15 U.S.C. §§ 1667-1667f, as amended.

III.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for any extension of consumer credit, shall not in any manner, expressly or by implication:

- A. State the amount or percentage of any down payment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the following terms:
 - 1. The amount or percentage of the down payment;

Decision and Order

2. The terms of repayment; and
 3. The annual percentage rate, using the term “annual percentage rate” or the abbreviation “APR.” If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be disclosed;
- B. State a rate of finance charge without stating the rate as an “annual percentage rate” or the abbreviation “APR,” using that term; or
- C. Fail to comply in any respect with Regulation Z, 12 C.F.R. Part 226, as amended, and the Truth in Lending Act, as amended, 15 U.S.C. §§ 1601-1667.

IV.

IT IS FURTHER ORDERED that Respondent shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. All materials that were relied upon in disseminating the representation;
- C. All evidence in its possession or control that contradicts, qualifies, or calls into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations; and
- D. Any documents reasonably necessary to demonstrate full compliance with each provision of this order, including but not limited to all documents obtained, created, generated, or that in any way relate to the requirements, provisions, or terms of this order, and all

Decision and Order

reports submitted to the Commission pursuant to this order.

V.

IT IS FURTHER ORDERED that Respondent shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

VI.

IT IS FURTHER ORDERED that Respondent shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however,* that, with respect to any proposed change in the corporation about which Respondent learns less than thirty (30) days prior to the date such action is to take place, Respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC, 20580. The subject line must begin: FTC v. City Nissan Inc.

Decision and Order

VII.

IT IS FURTHER ORDERED that Respondent, within sixty (60) days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

VIII.

This order will terminate on May 4, 2035, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any Respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that Respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

Analysis to Aid Public Comment

ANALYSIS OF CONSENT ORDER TO AID PUBLIC COMMENT

The Federal Trade Commission (“FTC”) has accepted, subject to final approval, an agreement containing a consent order from City Nissan, Inc., also doing business as Ross Nissan. The proposed consent order has been placed on the public record for thirty (30) days for receipt of comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the FTC will again review the agreement and the comments received, and will decide whether it should withdraw from the agreement and take appropriate action or make final the agreement’s proposed order.

The respondent is a motor vehicle dealer. According to the FTC complaint, the respondent has advertised promotions for the leasing and financing of automobiles. In advertising lease offers, the complaint alleges, the respondent has misrepresented that consumers can pay \$0 at lease inception to lease the vehicles shown in the advertisements for the advertised monthly payment amount. The complaint alleges that, in fact, consumers must pay substantially more to drive off with these vehicles. The complaint alleges therefore that the representations are false and misleading in violation of Section 5 of the FTC Act.

The complaint further alleges that the respondent has advertised an annual percentage rate of 0% to finance the vehicles shown in the advertisements for the advertised monthly payment. The complaint alleges that in fact, the annual percentage rate is substantially greater than 0%. The complaint alleges therefore that the representations are false and misleading in violation of Section 5 of the FTC Act.

Additionally, the complaint alleges violations of the Consumer Leasing Act (“CLA”) and Regulation M for failing to disclose or to disclose clearly and conspicuously certain costs and terms when advertising credit. Finally, the complaint alleges violations of the Truth in Lending Act (“TILA”) and Regulation Z for failing to disclose or to disclose clearly and conspicuously certain costs and terms when advertising credit.

Analysis to Aid Public Comment

The proposed order is designed to prevent the respondent from engaging in similar deceptive practices in the future. Part I.A of the proposed order prohibits the respondent from misrepresenting the cost of: (1) leasing a vehicle, including but not limited to the total amount due at lease inception, the down payment, amount down, acquisition fee, capitalized cost reduction, any other amount required to be paid at lease inception, and the amounts of all monthly or other periodic payments; or (2) purchasing a vehicle with financing, including but not necessarily limited to the amount or percentage of the down payment, the number of payments or period of repayment, the amount of any payment, the annual percentage rate or any other finance rate, and the repayment obligation over the full term of the loan, including any balloon payment. Part I.B prohibits the respondent from misrepresenting any other material fact about the price, sale, financing, or leasing of any vehicle.

Part II of the proposed order addresses the CLA allegations. Part II.A prohibits the respondent from stating the amount of any payment or that any or no initial payment is required at lease inception without disclosing clearly and conspicuously: (1) that the transaction advertised is a lease; (2) the total amount due at lease signing or delivery; (3) whether or not a security deposit is required; (4) the number, amounts, and timing of scheduled payments; and (5) that an extra charge may be imposed at the end of the lease term in a lease in which the liability of the consumer at the end of the lease term. Part II.B prohibits the respondent from violating any provision of the CLA or Regulation M.

Part III of the proposed order addresses the TILA allegation. Part III.A requires the respondent to make all of the disclosures required by TILA and Regulation Z when any of its advertisements state relevant triggering terms. It also requires that if any finance charge is advertised, the rate be stated as an “annual percentage rate” using that term or the abbreviation “APR.” In addition, Part III.C prohibits the respondent from failing to comply in any respect with TILA and Regulation Z.

Part IV of the proposed order requires the respondent to keep copies of relevant advertisements and materials substantiating claims made in the advertisements. Part V requires the

Analysis to Aid Public Comment

respondent to provide copies of the order to certain of its personnel. Part VI requires notification to the Commission regarding changes in corporate structure that might affect compliance obligations under the order. Part VII requires the respondent to file compliance reports with the Commission. Finally, Part VIII is a provision “sunsetting” the order after twenty (20) years, with certain exceptions.

The purpose of this analysis is to aid public comment on the proposed order. It is not intended to constitute an official interpretation of the complaint or proposed order, or to modify in any way the proposed order’s terms.

Complaint

IN THE MATTER OF

**JIM BURKE AUTOMOTIVE, INC. D/B/A JIM
BURKE NISSAN**

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF
SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL TRADE
COMMISSION ACT

*Docket No. C-4523; File No. 152 3036
Complaint, May 4, 2015 – Decision, May 4, 2015*

This consent order addresses allegations that Jim Burke Nissan, a motor vehicle dealer, deceived consumers by advertising that its vehicles were available for purchase at the prices advertised, when in fact, consumers were required to pay an additional \$3,000 to purchase an advertised vehicle. The complaint further alleges that Jim Burke Nissan advertised that specific discounts, rebates, bonuses, or incentives were generally available to consumers, when, in fact, they were not. The consent order bars Jim Burke Nissan from representing that a discount, rebate, bonus, incentive or price is available unless it is available to all consumers or the qualification terms are clearly and conspicuously disclosed.

Participants

For the *Commission*: *Sana Chriss and John Jacobs.*

For the *Respondent*: *Robert C. Byerts, Bass Sox Mercer.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Jim Burke Automotive, Inc., also doing business as Jim Burke Nissan (“Respondent”), has violated provisions of the Federal Trade Commission Act (“FTC Act”), the Truth in Lending Act (“TILA”), and its implementing Regulation Z, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent is an Alabama corporation with its principal place of business at 1300 3rd Avenue North, Birmingham, AL 35203. Respondent offers automobiles for sale or lease to consumers.