

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.

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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 November 2014, 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 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.

5. Respondent’s advertisements include, but are not necessarily limited to advertisements posted on the website, www.jimburkenissancars.com, pages of which are attached as Exhibit A. These advertisements are prominently displayed on the dealer’s home page and throughout the website.

6. Respondent has advertised various vehicles for sale and financing and discounted prices. For example, Respondent has advertised a Nissan Murano for “\$9,000 off” or “ZERO % for 72 months,” as depicted below and in Exhibit A.

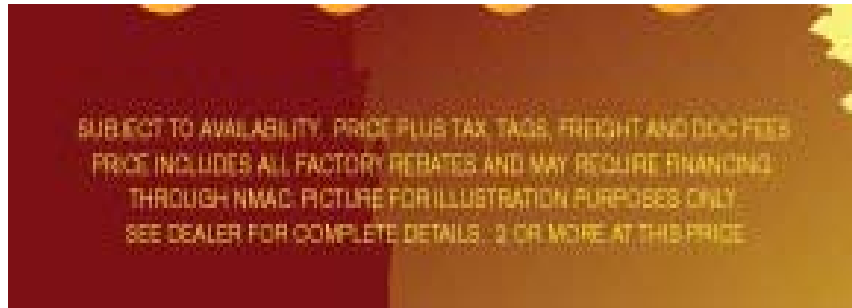


7. In this advertisement, Respondent offers closed-end credit for a 72-month term; however, Respondent does not include required information triggered by the advertisement, such as the

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down payment amount, the monthly payment amount, and the annual percentage rate.

8. Respondent's advertisements typically include disclaimers such as the following that appear in fine print and muted colors that are difficult to read. These disclaimers routinely state, in part, that the advertised prices and financing deals include all factory rebates.



9. In fact, in numerous instances, the advertised discount and price are not generally available to consumers. In numerous instances, the advertised discount and price are subject to various qualifications or restrictions. Such qualifications or restrictions have included, for example, being a recent college graduate.

10. Additionally, in numerous instances, the advertised prices and financing offers require substantial down payment amounts, often \$3,000. Thus, the actual price of each of Respondent's advertised vehicles is \$3,000 more than the dollar amount that is prominently advertised.

11. In other web pages linked to the advertisements on its home page, Respondent advertises vehicles for specific "Dealer Rebate[s]" and "Internet Price[s]" for particular automobiles. For example, as illustrated below and in Exhibit B, Respondent advertises a 2014 Nissan Murano LE as having an Internet price of \$33,549 and dealer rebate of \$8,241:

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2014 Nissan Murano LE

Enlarge Photos Video

*FREE OIL CHANGES FOR LIFE * FREE NITROGEN IN YOUR TIRES * GUARANTEED LOAN APPROVAL *
*FREE WARRANTY ON PRE-OWNED VEHICLES * NO HASSLE 5 DAY RETURN POLICY * AND MORE !! *

Actual rating will vary with options, driving conditions, habits and vehicle condition.

AT A GLANCE

18 mpg City 24 mpg Highway

VIN: JN8AZ1MU1EW401451
Stock #: NS14541
Miles: 4103
Exterior Color: Pearl White
Transmission: Variable

Selling Price : \$41,790
Dealer Rebate : \$8,241
Internet Price : \$33,549

SEND VEHICLE:

NEXT STEPS
Have a question? Call us.
866-432-7231

GET A PRICE QUOTE
SCHEDULE A TEST DRIVE
GET MORE INFORMATION

Jim Burke Automotive jimburke.com

12. Further down on the web page, the following information typically appears in part:

*The selling price shown appears after calculating dealer offers, it is for informational purposes only. Price can include all available rebates, not all customers may qualify for the offers, incentives, discounts or financing.

Exhibit B.

13. In fact, in numerous instances, the advertised discount and price are not generally available to consumers. In numerous instances, the advertised discount and price are subject to various qualifications or restrictions. Such qualifications or restrictions have included, for example, being a recent college graduate.

14. Additionally, in numerous instances, the advertised prices and financing offers require substantial down payment amounts, often \$3,000. Thus, the actual price of each of Respondent's advertised vehicles is \$3,000 more than the dollar amount that is prominently displayed in the advertisement for the vehicle.

FEDERAL TRADE COMMISSION ACT VIOLATIONS

COUNT I

MISREPRESENTATION OF VEHICLE PURCHASE PRICE

15. Through the means described in Paragraphs 6 through 14, Respondent has represented, expressly or by implication, that

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vehicles are available for purchase at the prices prominently advertised.

16. In truth and in fact, vehicles are not available for purchase at the prices prominently advertised. Consumers must pay an additional \$3,000 to purchase the advertised vehicles. Therefore, Respondent's representations as alleged in Paragraphs 6 through 14, were, and are, false and 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 REBATES AND INCENTIVES

18. Through the means described in Paragraphs 6 through 13, Respondent has represented, expressly or by implication, that specific discounts, rebates, bonuses, or incentives are generally available to consumers.

19. In truth and in fact, the specific dealer discounts, rebates, bonuses, or incentives are not generally available to consumers. Therefore, the representations set forth in Paragraphs 6 through 13 of this Complaint were, and are, false and 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).

VIOLATIONS OF THE TRUTH IN LENDING ACT AND REGULATION Z

21. 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 ("additional terms") if they state any of several terms, such as the monthly payment ("TILA triggering terms").

22. Respondent's advertisements promoting closed-end credit, including but not necessarily limited to those described in

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Paragraphs 6 through 7, are subject to the requirements of the TILA and Regulation Z.

COUNT III
FAILURE TO DISCLOSE OR DISCLOSE CLEARLY AND
CONSPICUOUSLY REQUIRED CREDIT INFORMATION

23. Respondent's advertisements promoting closed-end credit, including but not necessarily limited to those described in Paragraphs 6 through 7, have included TILA triggering terms, but have failed to disclose or disclose clearly and conspicuously, additional terms required by the TILA and Regulation Z, including one or more of the following:

- a. The amount or percentage of the down payment;
- 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.

24. Therefore, the practices set forth in Paragraphs 6 through 7 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

The screenshot displays the Jim Burke Nissan website. At the top, the Nissan logo is on the left, and the text "JIM BURKE NISSAN" is in the center. Below this, contact information for Sales, Parts, Service, and Body Shop is listed. A navigation bar includes links for "MORE", "NEW NISSAN", "PRE-OWNED", "FINANCE/LEASE", "SERVICE/PARTS/COLLISION", "ABOUT US", and "DEALER TV".

The main banner features a 2014 Nissan Murano LE with a large "\$9000 off" or "ZERO % for 72 MONTHS" offer. Below the banner are buttons for "SEARCH NEW", "SEARCH USED", "SPECIALS", "SCHEDULE SERVICE", and "CONSUMER REVIEWS". There is also a "30 SECOND CREDIT APP" and a "REFINANCE YOUR VEHICLE" button.

A video player shows a man in a white shirt. Below the video are four car listings:

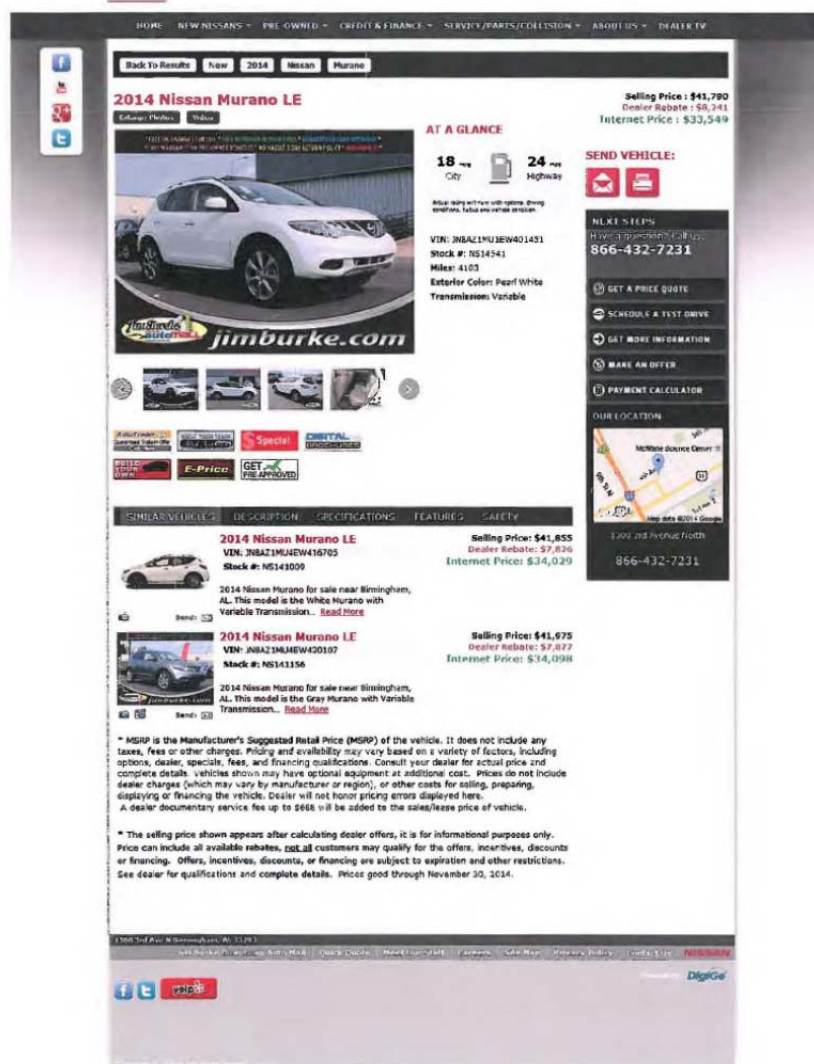
- 2014 Nissan Murano: MSRP \$37,900, MSRP Price \$32,900, MSRP Price \$32,900
- 2014 Nissan Pathfinder: MSRP \$35,900, MSRP Price \$30,900, MSRP Price \$30,900
- 2013 Chrysler 200: MSRP Price \$20,900, MSRP Price \$20,900
- 2004 LINCOLN Town Car: MSRP Price \$18,900, MSRP Price \$18,900

Below the listings is a "Welcome to Jim Burke Nissan 'Where The Sale Never Ends' - Your Birmingham Nissan Dealer" section. It includes a paragraph about the dealership's commitment to service and a "New Nissan Models" section.

The footer contains the address "3101 3rd Ave Birmingham, AL 35203", a list of services (Sales, Parts, Service, Collision, Finance/Lease, Body Shop), and social media links for Facebook, Twitter, and YouTube.

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EXHIBIT B



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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") and the Truth in Lending Act ("TILA"); 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 and the TILA, 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, Jim Burke Automotive, Inc., also doing business as Jim Burke Nissan, 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.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the

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Respondent, and the proceeding is in the public interest.

ORDER**DEFINITIONS**

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

1. Unless otherwise specified, “Respondent” shall mean Jim Burke Automotive, Inc. also doing business as Jim Burke Nissan, 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 textual communications (e.g., printed publications or words displayed on the screen of a computer or a mobile device), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear;
 - b. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend them;
 - c. In communications disseminated through video means (e.g., television or streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and shall appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them, and in the same language as the

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predominant language that is used in the communication;

- d. In communications made through interactive media, such as the Internet, online services, and software, the required disclosures are unavoidable and presented in a form consistent with subparagraph (a) of this definition, in addition to any audio or video presentation of them; and
 - 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. “Material” shall mean likely to affect a person’s choice of, or conduct regarding, goods or services.
5. “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;
 - 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:

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- A. Misrepresent the cost of:
 - 1. 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, and the repayment obligation over the full term of the loan, including any balloon payment; or
 - 2. 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
- 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 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. Represent that a discount, rebate, bonus, incentive or price is available unless:
 - 1. It is available to all consumers, and for all vehicles advertised; or
 - 2. The representation clearly and conspicuously discloses all qualifications or restrictions on: (a) a consumer's ability to obtain the discount, rebate, bonus, incentive, or price and (b) the vehicles available at the discount, rebate, bonus incentive, or price.

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- B. Misrepresent any of the following:
1. The existence or amount of any discount, rebate, bonus, incentive, or price;
 2. The existence, price, value, coverage, or features of any product or service associated with the motor vehicle purchase;
 3. The number of vehicles available at particular prices; or
 4. Any other material fact about the price, sale, financing, or leasing of motor vehicles.

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;
 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;

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- 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 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

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

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.

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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 Jim Burke Automotive, Inc., also doing business as Jim Burke 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. This matter involves the respondent’s advertising of the purchase and financing of its motor vehicles. According to the FTC’s complaint, the respondent has advertised that vehicles are available for purchase at the prices prominently advertised when in fact, the complaint alleges, consumers must pay an additional \$3,000 to purchase the advertised vehicles. The complaint alleges therefore that the representations are false or misleading in violation of Section 5 of the FTC Act.

The complaint further alleges that the respondent has advertised that specific discounts, rebates, bonuses, or incentives are generally available to consumers, when in fact, according to the complaint, they are not generally available to consumers. The complaint alleges therefore that the representations are false or misleading in violation of Section 5 of the FTC Act.

In addition, the complaint alleges that the respondent violated the Truth in Lending Act (“TILA”) and Regulation Z by failing to disclose or disclose clearly and conspicuously certain costs and terms when advertising credit.

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) purchasing a vehicle with financing, including but not necessarily limited to the amount or percentage of the down

Analysis to Aid Public Comment

payment, the number of payments or period of repayment, the amount of any payment, and the repayment obligation over the full term of the loan, including any balloon payment; or (2) 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. Part I.B prohibits the respondent from misrepresenting any other material fact about the price, sale, financing, or leasing of any vehicle.

Part II.A of the proposed order prohibits respondent from representing that a discount, rebate, bonus, incentive or price is available to consumers unless, it is available to all consumers and for all vehicles advertised; or the representation clearly and conspicuously discloses all material qualifications or restrictions, if any, including but not limited to qualifications or restrictions on: (a) a consumer's ability to obtain the discount, rebate, bonus, incentive or price and (b) the vehicles available at the discount, rebate, bonus, incentive or price. Part II.B prohibits respondent from misrepresenting: (1) the existence or amount of any discount, rebate, bonus, incentive or price; (2) the existence, price, value, coverage, or features of any product or service associated with the motor vehicle purchase; (3) the number of vehicles available at particular prices; or 4) any other material fact about the price, sale, financing, or leasing of motor vehicles.

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 respondent to keep copies of relevant advertisements and materials substantiating claims made in the advertisements. Part V requires that respondent provide copies of the order to certain of its personnel. Part VI requires notification to the Commission regarding changes

Analysis to Aid Public Comment

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

PAR PETROLEUM CORPORATIONCONSENT 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-4522; File No. 141 0171
Complaint, May 8, 2015 – Decision, May 8, 2015

This consent order resolves concerns relating to the \$107 million acquisition by Par Petroleum Corporation (“Par”) of Koko’oha Investments, Inc.’s subsidiary, Mid Pac Petroleum, LLC (“Mid Pac”). Only four firms – Par, Chevron Corporation, Mid Pac and Aloha Petroleum, Ltd. – provide Hawaii with bulk supply of Hawaii-grade gasoline blendstock, *i.e.*, gasoline that has not yet been blended with ethanol to make finished gasoline. Par and Chevron own refineries in Hawaii that produce the gasoline blendstock. Mid Pac and Aloha either buy their bulk supply from Par and Chevron or import product. These four firms also own or control access to all of the Hawaii terminals that store bulk volumes of Hawaii-grade gasoline blendstock. The complaint alleges that the merger would reduce competition and lead to higher prices for bulk supply of Hawaii-grade gasoline blendstock, ultimately increasing the price of gasoline for Hawaii consumers. The consent order requires Par to terminate the storage and throughput rights it acquires from Mid Pac for the Barbers Point terminal within five days after the merger is completed. Par will retain rights to load a limited number of tanker trucks at the Barbers Point terminal, but it must obtain prior FTC approval to modify these rights or enter into any new agreement at the Barbers Point terminal.

Participants

For the *Commission*: *Nathan Chubb, Anna Kertesz, Marc Schneider, and Brian Telpner.*

For the *Respondent*: *Marc Schildkraut, Cooley LLP; and Mark Bennett, Starn O’Toole Marcus Fisher.*

COMPLAINT

Pursuant to the Clayton Act and the Federal Trade Commission Act, and its authority thereunder, the Federal Trade Commission (“Commission”), having reason to believe that Respondent Par Petroleum Corporation (“Respondent” or “Par”) has agreed to acquire 100% of the outstanding voting securities of Koko’oha Investments, Inc. (“Koko’oha”), which owns all of the