# UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION

**COMMISSIONERS:** Edith Ramirez, Chairwoman

**Julie Brill** 

Maureen K. Ohlhausen Joshua D. Wright

In the Matter of

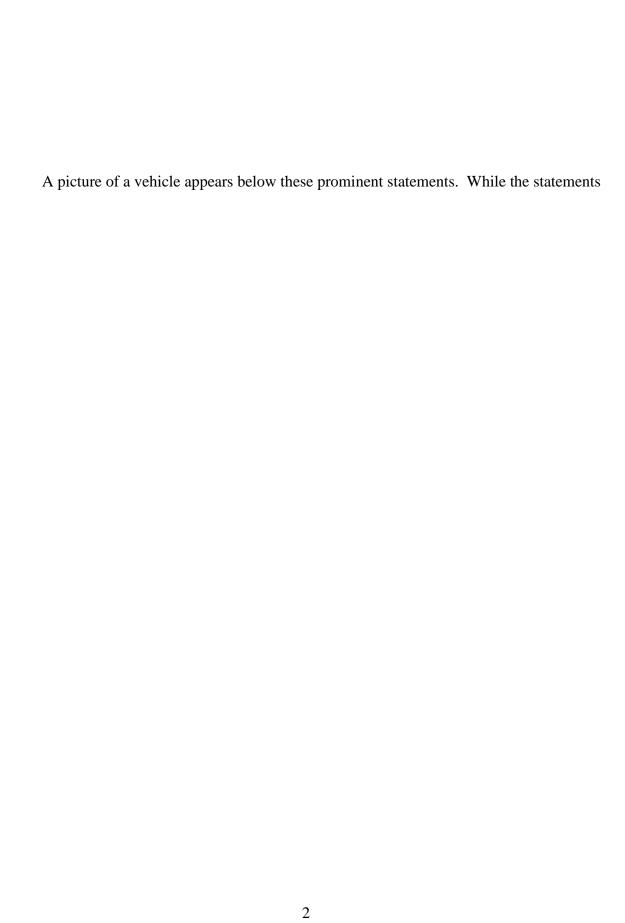
INFINITI OF CLARENDON HILLS, INC., a corporation.

DOCKET NO.	

#### **COMPLAINT**

The Federal Trade Commission, having reason to believe that Infiniti of Clarendon Hills, Inc., a corporation ("respondent"), has violated provisions of the Federal Trade Commission Act ("FTC Act"), the Consumer Leasing Act ("CLA"), and its implementing Regulation M, and it appearing to the Commission that this proceeding is in the public interest, alleges:

- 1. Respondent is an Illinois corporation with its principal office or place of business at 415 East Ogden Avenue, Clarendon Hills, Illinois 60514. 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 May 2013, 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. Such advertisements have been posted on the website YouTube.com. A video copy of one such YouTube.com advertisement is attached as Exhibit A, and a screenshot capture of the video is attached as Exhibit B. The advertisement contains the following statements and depictions:



Thus, consumers must pay substantially more than the "NO MONEY DOWN" that is prominently stated near the top of the advertisement.

### FEDERAL TRADE COMMISSION ACT VIOLATIONS

### Count I

# **Misrepresentation of Amount Due at Lease Inception**

- 7. Through the means described in Paragraphs 5 and 6, respondent has represented, expressly or by implication, that consumers can pay \$0 at lease inception to lease the advertised vehicle for the advertised monthly payment amount.
- 8. In truth and in fact, consumers cannot pay \$0 at lease inception to lease the advertised vehicle for the advertised monthly payment amount. Consumers must also make downpayments and/or pay fees

- 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.
- 13. Therefore, the practices set forth in Paragraph 12 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.

**THEREFORE**, the Federal Trade Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, has issued this complaint against respondent.

By the Commission.

Donald S. Clark Secretary