

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

In the Matter of

NISSAN OF SOUTH ATLANTA, LLC,  
also d/b/a NISSAN SOUTH  
a corporation.

DOCKET NO. \_\_\_\_\_

**AGREEMENT CONTAINING CONSENT ORDER**

The Federal Trade Commission has conducted an investigation of certain acts and practices of Nissan of South Atlanta, LLC, also doing business as Nissan South, a corporation (“proposed respondent”). Proposed respondent, having been represented by counseocoCommission, that:

1. Proposed respondent is a Georgia business at 6889 Jonesboro Road
2. Proposed respondent admits all
3. Proposed respondent waives:
  - a. Any further procedural s
  - b. The requirement that the of fact and conclusions o
  - c. All rights to seek judicia of the order entered purs
4. This agreement shall not become until it is accepted by the accept in which event it will take such action as it may consider its complaint (in such form as the circumstances may re of the proceeding.

5. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this action, proposed respondent admits the facts necessary to establish jurisdiction.
  
6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect as, and may be altered, modified, or set aside in the same manner as, and within the same time provided by statute for, other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any me-12(hi2(he)4( C)(y)2.-04 Tw

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.
- 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. “Lease inception” shall mean prior to or at consummation of the lease or by delivery, if delivery occurs after consummation.
- 6. “Material” shall mean likely to affect a person’s choice of, or conduct regarding, goods or services.
- 7. “Motor vehicle” or “vehicle” shall mean:

- a. Any self
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1. Purchasing a vehicle with financing, including but not necessarily limited to, the amount or percentage of the downpayment, 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  
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- 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 repPagif

**VII.**

This order will terminate twenty (20) years from the date of its issuance, 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;
- 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**NISSAN OF SOUTH ATLANTA, LLC,  
also d/b/a NISSAN SOUTH**

By: \_\_\_\_\_ DATE  
 CHRIS WHITE  
 General Manager

\_\_\_\_\_  
 STEPHEN H. BLOCK DATE  
 Attorney for respondent

\_\_\_\_\_  
 SANA C. CHRISS DATE  
 Attorney for the Federal Trade Commission

