



- d. Any claim under the Equal Access to Justice Act.
5. This Consent Agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this Consent Agreement is accepted by the Commission, it, together with the Complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released, at such time and in such manner as the Commission may deem appropriate pursuant to the provisions of Commission Rule 3.25(f), 16 C.F.R. § 3.25(f). The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify Respondent, in which event it will take such action as it may consider appropriate, or issue and serve its Decision and Order in disposition of the proceeding.
  6. This Consent Agreement is for settlement purposes only and does not constitute an admission by the Respondent that the law has been violated as alleged in the Complaint, or that the facts as alleged in the Complaint, other than jurisdictional facts, are true.
  7. This Consent Agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 3.25(f), 16 C.F.R. § 3.25(f), the Commission may, without further notice to Respondent: (a) issue the Decision and Order, and (b) make information public with respect thereto, or (c) take such other action as the Commission may deem appropriate. When final, the Decision and 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 Decision and Order shall become final upon service. Delivery of the Decision and Order to Respondent's address as stated in this Consent Agreement by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a), or by delivery to Respondent's counsel of record, shall constitute service. Respondent waives any right it may have to any other manner of service.
  8. The Complaint may be used in construing the terms of the Decision and Order or Consent Agreement, and no agreement, understanding, representation, or interpretation not contained in the Decision and Order or in the Consent Agreement may be used to vary or contradict the terms of the Decision and Order.
  9. Respondent has been served with a copy of the Complaint issued by the Commission and has read the Consent Order. Respondent understands that it may be liable for civil penalties in the amount provided by law for each violation of the Decision and Order after it becomes final.

## **ORDER**

### **DEFINITIONS**

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

1. Unless otherwise specified, “Respondent” shall mean Courtesy Auto Group, Inc., 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

- 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:

- A. Misrepresent the cost of:
  1. Leasing a vehicle, including but not necessarily limited to, the total amount due at lease inception, the downpayment, 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 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
- B. Misrepresent any other material fact about the price, sale, financing, or leasing of any vehicle.

**II.**

**IT IS FURTHER ORDERED**

3. Whether or not a security deposit is required;
- 4.

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.

