

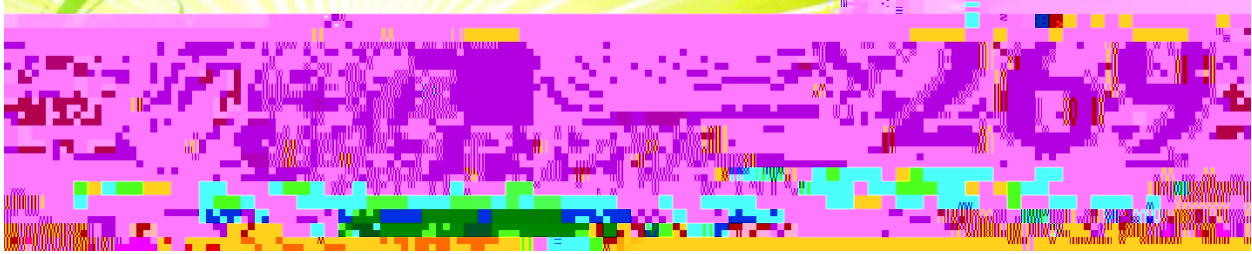
**UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION**

**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. C-4438**

**COMPLAINT**



A picture of a vehicle appears below these prominent statements. While the statements and vehicle appear, a voice-over states:

Lease a 2013 Infiniti G37x Sedan for just 269 a month with no money down.

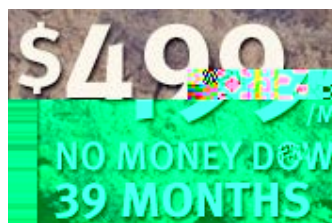
Also, while the statements and vehicle appear, the following statement appears in small text on the bottom left corner of the screen:



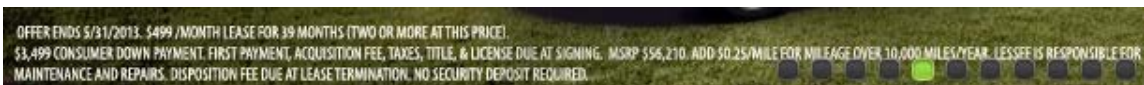
Toward the middle of this statement, the following text appears: “First payment, acquisition fee, taxes, title, & licensing due at signing.”

- Respondent also has placed advertisements representing that vehicles are available for “no money down” and specific monthly lease payment amounts on its website, [www.infinitiofclarendonhills.com](http://www.infinitiofclarendonhills.com). Screenshot captures of several such advertisements are attached as Exhibit C.

For example, the following statement appears in one advertisement included in Exhibit C:



At the bottom of the advertisements, small text states that additional money is due at lease signing, including the first month’s payment and an acquisition fee. In numerous instances, respondent’s advertisements also state that a several-thousand dollar downpayment is due at lease signing. For example, the following statement, reflecting a “\$3,499 Consumer Down Payment,” appears in one advertisement included in Exhibit C:



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

- 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 twentieth day of February, 2014, has issued this complaint against respondent.

By the Commission.

Donald S. Clark  
Secretary