

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of

CITY NISSAN INC. ,
a corporation, also d/b/a
Ross Nissan of El Monte

DOCKET NO.

AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission has conducted an investigation of certain acts and practices of City Nissan Inc a corporation (Proposed respondent) Proposed respondent having been represented by counsel, is willing to enter into an agreement containing consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between City Nissan Inc., by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed respondent City Nissan Inc is a Delaware corporation, with its principal office or place of business at 428 N. Peck Road, El Monte, CA 91731.
2. Proposed respondent admits all the jurisdictional facts set forth in the draft complaint.
3. Proposed respondent waives
 - a. Any further procedural steps;
 - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and
 - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.
4. This agreement shall not become a part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

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. "Consumer lease" shall mean a contract in the form of a bailment or for the use of personal property by a natural person primarily for personal, family, or household purposes, for a period exceeding four months and for a total contractual obligation not exceeding the applicable threshold amount, whether or not the lessee has the option to purchase or otherwise become the owner of the property at the expiration of the lease, as set forth in Section 213.2 of Regulation M, 12 C.F.R. § 213.2, as amended.
 6. "Lease inception" shall mean prior to or at consummation of the lease or by delivery, if delivery occurs after consummation.
 7. "Material" shall mean likely to affect a person's choice of, or conduct regarding, goods or services.
 8. "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;

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: its

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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 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. BTBDC IS FURTHER ORDERED 657.4BDC 0

APPROVED:

THOMAS J. SYTA
Assistant Regional Director
Western Region Los Angeles

THOMAS N. DAHDOUH
Regional Director
Western Region Los Angeles

JESSICA RICH
Director
Bureau of Consumer Protection