

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

In the Matter of

**JIM BURKE AUTOMOTIVE, INC.,
also d/b/a JIM BURKE NISSAN
a corporation,**

DOCKET NO.C-4523

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of Respondent named in the caption hereof, and Respondent having been furnished thereafter with a copy of a draft complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondent with violation of the Federal Trade Commission Act ("FTC Act") and the Truth in Lending Act ("TILA"); and

Respondent, Respondent's counsel, and counsel for the Commission having thereafter executed an agreement containing consent order ("consent agreement"), which includes: a statement by Respondent that it neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in the consent agreement, and, only for purposes of this action, admits the facts necessary to establish jurisdiction; and waives and other provisions as required by the Commission's Rules; and

1.

Respondent, Jim Burke Automotive, Inc., also doing business as Jim Burke Nissan, is an Alabama corporation with its principal place of business at 1300 3rd Avenue North, Birmingham, AL 35203. Respondent offers automobiles for sale or lease to consumers.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and

5.

- A. Represent that a discount, rebate, bonus, incentive or price is available unless:
1. It is available to all consumers, and for all vehicles advertised; or
 2. The representation clearly and conspicuously discloses all qualifications or restrictions on: (a) a consumer's ability to obtain the discount, rebate, bonus, incentive, or price and (b) the vehicles available at the discount, rebate, bonus incentive, or price.
- B. Misrepresent any of the following:
1. The existence or amount of any discount, rebate, bonus, incentive, or price;
 2. The existence, price, value, coverage, or features of any product or service associated with the motor vehicle purchase;
 3. The number of vehicles available at particular prices; or
 4. Any other material fact about the price, sale, financing, or leasing of motor vehicles.

III.

IT IS FURTHER ORDERED that Respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for any extension of consumer credit, shall not in any manner, expressly or by implication:

VII.

IT IS FURTHER ORDERED that Respondent, within sixty (60) days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

VIII.

This order will terminate on May 4, 2035, 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; and
- 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, exce