

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS :  
Edith Ramirez  
Julie Brill  
Mureen K.  
Joshua D.  
Terrell McSweeney

Ohlhausen  
Wight

In the Matter of

JS AUTOWORLD, INC.  
a Nevada Corporation,  
d/b/a PLANET NISSAN.

FILE NO. \_\_\_\_\_,

AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission has conducted an investigation of certain acts and practices of JS Autoworld, Inc., also doing business as Planet Nissan (“Proposed Respondent”). Proposed Respondent is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

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

1. Proposed Respondent is a Nevada corporation with its principal office or place of business at 5850 Centennial Center Blvd, Las Vegas, NV 89149.
2. 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.
3. 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



- c. In communications disseminated through video means (*e.g.*, television or streaming video), the required disclosures are in writing in a form consistent with subparagraph (a) of this definition and shall appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them, and in the same language as the predominant language that is used in the communication;
  - d. In communications made through interactive media, such as the Internet, online services, and software, the required disclosures are unavoidable and presented in a form consistent with subparagraph (a) of this definition, in addition to any audio or video presentation of them; and
  - e. In all instances, the required disclosures are presented in an understandable language and syntax, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication of them.
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 lease 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;
  - 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 any motor vehicle, shall not, in any manner, expressly or by implication:

- A. Misrepresent the cost of:
  - 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, the annual percentage rate or any other finance rate, 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 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
- B. Misrepresent any other material fact about the price, sale, financing, or leasing of any vehicle, including whether the offer is for the purchase, sale, financing or leasing of any vehicle.

II.

IT IS ~~HEREBY ORDERED~~ ~~RIHER~~ ~~ORDERED~~ that Respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for any consumer lease, shall not, in any manner, expressly or by implication:

- A. State the amount of any payment or that any or no initial payment is required at lease inception without disclosing clearly and conspicuously the following terms:
  - 1. That the transaction advertised is a lease;
  - 2. The total amount due at lease signing or delivery;
  - 3. Whether or not a security deposit is required;
  - 4. The number, amounts, and timing of scheduled payments; and
  - 5. That an extra charge may be imposed at the end of the lease term in 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 vehicle;
- B. Fail to comply in any respect with Regulation M, 12 C.F.R. Part 213, as amended, and the Consumer Leasing Act, 15 U.S.C. §§ 1667-1667f, as amended.

III.

IS FU ~~RIHERORDERED~~ 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:

- A. State the amount or percentage of any downpayment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the following terms:
  - 1. The amount or percentage of the downpayment;
  - 2. The terms of repayment; and
  - 3. The annual percentage rate, using the term “annual percentage rate” or the abbreviation “APR.” If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be disclosed;
- B. State a rate of finance charge without stating the rate as an “annual percentage rate” or the abbreviation “APR,” using that term; or
- C. Fail to comply in any respect with Regulation Z, 12 C.F.R. Part 226, as amended, and the Truth in Lending Act, as amended, 15 U.S.C. §§ 1601-1667.

IV.

IT IS FU ~~RIHERORDERED~~ that Respondent shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. All materials that were rerwiel mad p 0 Tw ( 6( r) 0 Tw)223anand



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.

Dated: \_\_\_\_\_

JS AUTOWORLD, INC.

By: \_\_\_\_\_

NAME

Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
DOMINIC GENTILE  
Attorney for Respondent

