

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

**COMMISSIONERS: Edith Ramirez, Chairwoman
Julie Brill
Maureen K. Ohlhausen
Joshua D. Wright
Terrell McSweeney**

In the Matter of

**MATT BLATT INC., also doing business as
MATT BLATT KIA and MATT BLATT
EGG HARBOR TOWNSHIP,**

and

**GLASSBORO IMPORTS, LLC, also doing
business as MATT BLATT GLASSBORO
SUZUKI, MATT BLATT GLASSBORO, and
MATT BLATT AUTO SALES,**

corporations.

DOCKET NO. C-4532

DECISION AND ORDER

The Federal Trade Commission, having initiated an investigation of certain acts and practices of

C. § 45 *et seq.*; and

respondents and counsel for the Commission having thereafter executed an Agreement and Consent Order (“Consent Agreement”), which includes a statement by Respondents neither admit nor deny any of the allegations in the draft complaint, except as fully stated in the Consent Agreement, and, only for purposes of this action, admit the necessary to establish jurisdiction; and waivers and other provisions as required by the Commission’s Rules; and

the parties, having agreed that the complaint may be used in construing the terms of the order and that no agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of this order; and

2. In communications disseminated orally or through audible means, the disclosure must be delivered in a volume, cadence, language, and syntax sufficient for an ordinary consumer to hear and comprehend them;

3. In communications disseminated through video means: (1) written disclosures must be in a form consistent with definition B.1 and appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend them, and be in the same language as the predominant language that is used in the communication; and (2) audio disclosures must be consistent with definition B.2; and

4. The disclosure cannot be combined with other text or information that is unrelated or immaterial to the subject matter of the disclosure. No other representation(s) may be contrary to, inconsistent with, or in mitigation of, the disclosure.

C. **“Commerce”**

offering for sale, or sale of any payment program or add-on product or service, shall not in any manner, expressly or by implication:

A. Represent that the payment program or add-on product or service will save any consumer money, including interest, unless:

1. The amount of savings a consumer will achieve is greater than the total amount of fees and costs charged in connection with the payment program or add-on product or service and the representation is otherwise true, or

2. Any qualifying information relating to the savings a consumer might achieve from the payment program or add-on product or service is clearly and conspicuously disclosed, including, but not limited to, information about the total amount of fees and costs charged in connection with such payment program or add-on product or service.

B. Represent that the payment program or add-on product or service will save any consumer a specific amount of money, including interest, unless:

1. The specified amount is the amount of savings after deducting any fees or costs charged in connection with the payment program or add-on product or service and the representation is otherwise true, or

2. Any qualifying information relating to the savings a consumer might achieve from the payment program or add-on product or service is clearly and conspicuously disclosed, including, but not limited to, information about the total amount of fees and costs charged in connection with such payment program or add-on product or service.

II.

IT IS FURTHER ORDERED that respondents and their officers, agents, representatives, and employees, directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, or sale of any payment program shall not misrepresent, in any manner, expressly or by implication:

- A. The existence, amount, timing, or manner of any fee or cost charged by respondents or a third party in connection with such payment program;
- B. The benefits, performance, or efficacy of the payment program; and
- C. Any other material fact.

III.

IT IS

marketing, promotion, offering for sale, or sale of any add-on product or service shall not misrepresent or assist others in misrepresenting, in any manner, expressly or by implication:

A. That any person will provide any add-on product or service to any consumer;

B.

monetary judgment becomes immediately due as to respondent Matt Blatt Inc., and respondent Matt Blatt Inc. shall pay to the Commission the amount specified in this Part, less any payment previously made pursuant to this Part, plus interest computed from the date of service of this order.

B. In the event of default on the obligation pursuant to Part V.A of this order, interest, computed pursuant to 28 U.S.C. § 1961(a), shall accrue from the date of default to the date of payment. In the event such default continues for ten (10) calendar days beyond the date that payment is due, the entire amount shall immediately become due and payable.

C. All money paid to the Commission pursuant to this order may be deposited into a fund administered by the Commission or its designee to be used for equitable relief, including consumer redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, the Commission may apply any remaining money for such other equitable relief (including consumer information remedies) as it determines to be reasonably related to respondents' practices alleged in the draft complaint. Any money not used for such equitable relief is to be deposited to the U.S. Treasury as disgorgement. Respondents have no right to challenge any actions the Commission or its representatives may take pursuant to this Subpart. No portion of any payment under the judgment herein shall be deemed a payment of any fine, penalty, or punitive assessment.

D. Respondents relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law. Respondents shall make no claim to or demand for return of the funds, directly or indirectly, through counsel or otherwise.

E. Respondents agree that the facts as alleged in the draft complaint shall be taken as true without further proof in any bankruptcy case or subsequent civil litigation pursued by the Commission to enforce its rights to any payment or money judgment pursuant to this order, including but not limited to a nondischargeability complaint in any bankruptcy case. Respondents further agree that the facts alleged in the draft complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523y(d t)-2(o tf)sthe Commis,1(o)22s,1(o)

Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re *Matt Blatt Inc.*

IX.

IT IS FURTHER ORDERED that respondents Matt Blatt Inc. and Glassboro Imports, and their successors and assigns, within sixty (60) days after the date of service of this order, shall each file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of their own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, they shall submit additional true and accurate written reports.

X.

This order will terminate on July 2, 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 the 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.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: July 2, 2015