UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION

COMPLAINT The Federal Trade Commission, having reason to believe that Frank Bommarito Oldsmobile, Inc., a corporation, and Frank J. Bommarito, individually and as an officer of the corporation ("respondents") have violated the provisions of the Federal	The Federal Trade Commission, having reason to believe that Frank Bommarito Oldsmobile, Inc., a corporation, and Frank J. Bommarito, individually and as an officer of the corporation	In The Matter of FRANK BOMMARITO OLDSMOBILE a corporation, and FRANK J. BOMMARITO,))) (, INC.,)))	DOCKET NO.
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			COMPLAINT	

Trade Commission Act, 15 U.S.C. §§ 45-58, as amended, the Consumer Leasing Act, 15 U.S.C. §§ 1667-1667e, as amended, and its implementing Regulation M, 12 C.F.R. § 213, as amended, and

	4. Respondents have disseminated advertisements to the public
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	credit in consumer credit transactions, as the terms
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	in Section 226.2 of Regulation Z, 12 C.F.R. § 226.2, as amended.
	in section 220.2 of Regulation 2, 12 C.F.R. § 220.2, as amended.
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'95 EIGHTY EIGHT FOR ONLY \$339* 36 MOS. LEASE NO MONEY DOWN"

. . .

INFINITI NEW 1995 J30 NO MONEY DOWN \$449 PER MONTH 36 MONTH LEASE

[A fine print statement at the bottom of the ad states "*12,000 miles per year, acq. fee and taxes extra."]
(Exhibit C)

D MUNGLADING MANDALO DEBOLDENMO MEDIN GALL

1995 PROTEGE NO MONEY DOWN \$199 PER MONTH FOR ONLY 36 MONTHS"

[A fine print statement at the bottom of the advertisement states "Protege 36 month close end lease, includes gap insurance, excludes taxes. 1st payment and security deposit due. Activation fee required. Approved credit."] (Exhibit D)

E. "1995 Q45 2 Year Lease \$599 per mo.*

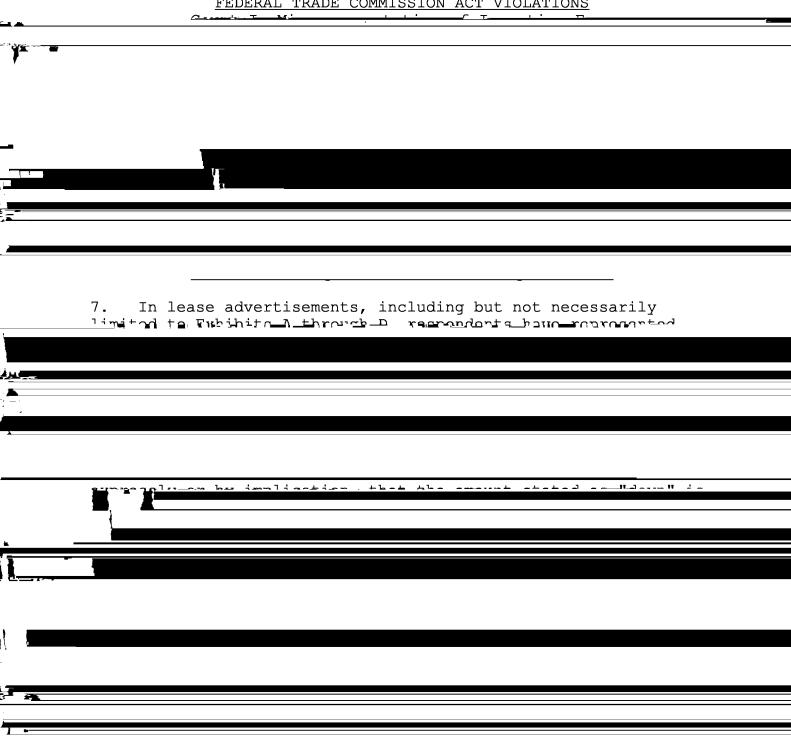
> 1995 J30 3 Year Lease \$399 per mo.*"

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\$39900* 36 Month"

[A fine print statement at the bottom of the ad states "**After rebate = \$599 Trim. Pkg. *36 Month Lease, \$2,000 Down, Cash or Trade, Includes Rebate and Acquisition Fee, 15,000 Miles Per Year."] (Exhibit F)

FEDERAL TRADE COMMISSION ACT VIOLATIONS



12. These additional terms would be material to consumers in deciding whether to visit respondents' dealership and/or whether to lease an automobile from respondents. The failure to disclose adequately these additional terms, in light of the representation made, was, and is, a deceptive practice. 13. Respondents' practices constitute deceptive acts or
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of the Federal Trade Commission Act, 15 U.S.C. § 45(a).
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<u>Count III: Failure to Disclose Required Information</u>
<u>Clearly and Conspicuously</u>

14. In lease advertisements, including but not necessarily

FOR ONLY \$275* 36 MOS. NO MONEY DOWN

. . .

BOMMARITO SMART BUY
'95 EIGHTY EIGHT
THIS IS NOT A LEASE
4.8% A.P.R. WITH APPROVED CREDIT
FOR ONLY \$315* 36 MOS.
NO MONEY DOWN

[A fine print statement at the bottom of the ad states

\$2,000 Down, Cash or Trade, Includes Rebate and Acquisition Fee, 15,000 Miles Per Year."] (Exhibit F)

FEDERAL TRADE COMMISSION ACT VIOLATIONS

23. Respondents' practices have violated Section 144 of the Truth in Lending Act, 15 U.S.C. \S 1664, and Section 226.24(c) of Regulation Z, 12 C.F.R. \S 226.24(c).

THEREFORE,	the Federal	Trade Commission this		day of
, 1997,	has issued	this complaint	against	respondents.
By the Comm	nission.			

Donald S. Clark Secretary

SEAL: