

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Jon Leibowitz, Chairman**
 J. Thomas Rosch
 Edith Ramirez
 Julie Brill
 Maureen K. Ohlhausen

In the Matter of

**KEY HYUNDAI OF MANCHESTER, LLC,
HYUNDAI OF MILFORD, LLC,
 limited liability corporations.**

DOCKET NO. C-4358

COMPLAINT

The Federal Trade Commission, having reason to believe that Key Hyundai of Manchester, LLC, and Hyundai of Milford, LLC, corporations (“Respondents”), have violated provisions of the Federal Trade Commission Act (“FTC Act”), the Truth in Lending Act (“TILA”), and the Consumer Leasing Act (“CLA”), and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Key Hyundai of Manchester, LLC, (“Manchesterh

5. Since at least March 2010, Respondents have disseminated or have caused to be disseminated advertisements promoting the purchase, financing, and leasing of their automobiles.
6. Respondents' advertisements include, but are not necessarily limited to, advertisements posted on the website YouTube.com, copies of which are attached as Exhibits A through C. These advertisements include the following statements:
 - a. "I want your trade no matter how much you owe or what you're driving. In fact
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lease” are defined in Section 213.2 of Regulation M, 12 C.F.R. § 213.2, as amended, on their website, a copy of which is attached as Exhibit E (printout of 5/16/11 capture of web advertisement at 1). This advertisement includes the following statement:

“Lease for only \$159 / MO*”

No additional information regarding the cost or terms of leasing a vehicle appears in this advertisement.

VIOLATION OF THE FEDERAL TRADE COMMISSION ACT

Misrepresentation of Financing Terms

9. Through the means described in Paragraph 6, Respondents have represented expressly or by implication that, when a consumer trades in a used vehicle in order to purchase another vehicle, Respondents will pay off the ba

- a. The total amount of any initial payments required on or before consummation of the lease or delivery of the property, whichever is later.
 - b. Whether or not a security deposit is required.
 - c. The number, amount, and timing of scheduled payments.
 - d. With respect to 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 property, that an extra charge may be imposed at the end of the lease term.
21. Therefore, the practices set forth in Paragraph 20 of this Complaint have violated Section 184 of the CLA, 15 U.S.C. § 1667c, and Section 213.7 of Regulation M, 12 C.F.R. § 213.7.
 22. The acts and practices of Respondents as alleged in this complaint constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, violations of the Truth in Lending Act and Regulation Z, and violations of the Consumer Leasing Act and Regulation M.

THEREFORE, the Federal Trade Commission, this fourth day of May, 2012, has issued this complaint against Respondents.

By the Commission, Commissioner Ohlhausen not participating.

Donald S. Clark
Secretary

SEAL: