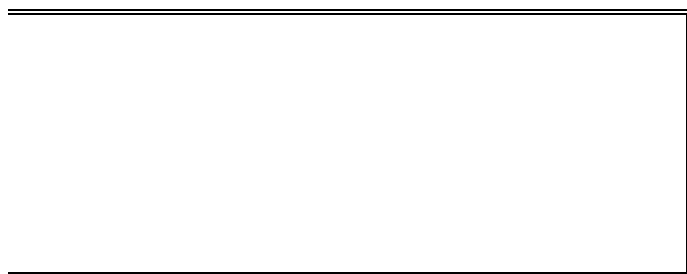


Julie Brill



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 on what you're driving. In fact I'll pay off your trade when you upgrade to a nicer, newer vehicle." (Exhibit A (DVD containing 5/27/11 capture of YouTube advertisement "Payoff Your Trade Sales Event at Key Hyundai of Manchester CT and Key Hyundai of Milford CT" at 0:08-0:11)).

b. "We'll pay off your lease or loan no matter how much you owe." (id. at 0:25-0:30).

c. "[W]e will pay off your trade no matter what you owe." (Exhibit B (Print-out of text accompanying YouTube advertisement "Payoff Your Trade Sales Event at Key Hyundai of Manchester CT and Key Hyundai of Milford CT"))).

d. "I'll pay off your loan no matter what you owe." (Exhibit C (Print-out of text accompanying YouTube advertisement "Payoff Your Trade Sales Event at Key Hyundai of Manchester CT and Key Hyundai of Milford CT" at 0:08-0:11)).

- a. The amount or percentage of the downpayment.
- b. The terms of repayment, which reflect the repayment obligations over the full term of the loan, including any balloon payment.
- c. The "annual percentage rate," using that term, and, if that term may be increased after consummation, that fact.

15. Therefore, the practices set forth in Paragraph 14 of this Complaint have violated Section 144 of the TILA, 15 U.S.C. § 1664, and Section 226.24(d) of Regulation Z, 12 C.F.R. § 226.24(d), as amended.

Failure to State Rate of Finance Charge as Annual Percentage Rate

16. Respondents' advertisements promoting closed-end credit, including but not necessarily limited to those described in Paragraph 7, have stated a rate of finance charge without stating that rate as an "annual percentage rate" using that term or the abbreviation "APR."

17. Therefore, the practices set forth in Paragraph 16 of this Complaint have violated Section 144 of the TILA, 15 U.S.C. § 1664, and Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c)

VIOLATION OF THE CONSUMER LEASING ACT AND REGULATION M

18. Under Section 184 of the CLA and Section 213.7 of Regulation M, advertisements promoting consumer leases are required to make certain disclosures if they state any of several terms, such as the amount of any payment ("CLA triggering terms"). 15 U.S.C. § 1667c, 12 C.F.R. § 213.7.

19. Respondents' advertisements promoting consumer leases, including but not necessarily limited to those described in Paragraph 8, are subject to the requirements of the CLA and Regulation M.

Failure to Disclose or Disclose Clearly and Conspicuously Required Lease Information

20. Respondents' advertisements promoting consumer leases, including but not necessarily limited to those described in Paragraph 8, have included CLA triggering TDn (g)Tj 5.8800 0.0000

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 ____ day of _____, 2012, has issued this complaint against Respondents

By the Commission.

Donald S. Clark
Secretary

SEAL: