

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

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In The Matter of	)	
	)	
	)	FILE NO. 952 3095
AMERICAN ISUZU MOTORS INC.,	)	
a corporation.	)	AGREEMENT CONTAINING
	)	CONSENT ORDER
	)	

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The Federal Trade Commission ("Commission") has conducted an investigation of certain acts and practices of American Isuzu Motors Inc., a corporation ("proposed respondent"). Proposed respondent, having been represented by counsel, 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 American Isuzu Motors Inc., by its duly authorized officers, and counsel for the Federal Trade Commission that:

1. Proposed respondent American Isuzu Motors Inc. is a California corporation with its principal office or place of business located at 2300 Pellissier Place, Whittier, California 90601.
2. Proposed respondent admits all the jurisdictional facts set forth in the draft complaint.
3. 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.
4. This agreement shall not become 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 sixty (60) days and information about it publicly

released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify the proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondent that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent by any means specified in Section 4.4 of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.

7. Proposed respondent has read the draft complaint and consent order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

#### **ORDER**

#### DEFINITIONS

1. "Clearly and conspicuously" as used herein shall mean:  
1) video or written disclosures must be made in a manner that is readable and understandable to a reasonable consumer and 2) audio or oral disclosures must be made in a manner that is audible and understandable to a reasonable consumer.

2. "Total amount due at lease inception" as used herein shall

mean the total amount of any initial payments required to be paid by the lessee on or before consummation of the lease or delivery of the vehicle, whichever is later, excluding dealer and government mandated fees and charges (if any).

3. Unless otherwise specified, "respondent" as used herein shall mean American Isuzu Motors Inc., its successors and assigns, and its officers, agents, representatives, and employees.

4. "In or affecting commerce" as used herein shall mean as defined in Section 4 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 44.

I.

IT IS ORDERED that respondent, directly or through any corporation, subsidiary, division, or any other device, in connection with any advertisement to aid, promote, or assist, directly or indirectly, any consumer lease in or affecting commerce, as "advertisement" and "consumer lease" are defined in Section 213.2 of revised Regulation M, 61 Fed. Reg. 52,246, 52,258 (Oct. 7, 1996)(to be codified at 12 C.F.R. § 213.2) ("revised Regulation M"), as amended, shall not, in any manner, expressly or by implication:

A. Misrepresent the total amount due at lease inception, the amount down, and/or the downpayment, capitalized cost reduction, or other amount that reduces the capitalized cost of the vehicle (or that no such amount is required).

B. Make any reference to any charge that is part of the total amount due at lease inception or that no such charge is required, not including a statement of the periodic payment, more prominently than the disclosure of the total amount due at lease inception.

C. State the amount of any payment or that any or no initial payment is required at lease inception unless all of the following items are disclosed clearly and conspicuously, as applicable:

1. that the transaction advertised is a lease;
2. the total amount due at lease inception;
3. that a security deposit is required;
4. the number, amount, 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.

II.

IT IS FURTHER ORDERED that an advertisement that complies with subparagraph I.C. shall be deemed to satisfy the requirements of Section 184(a) of the Consumer Leasing Act, 15 U.S.C. § 1667c(a), as amended by Title II, Section 2605 of the Omnibus Consolidated Appropriations Act for Fiscal Year 1997, Pub. L. No. 104-208, 110 Stat. 3009, \_\_\_\_ (Sept. 30, 1996) ("revised CLA"), as amended, and Section 213.7(d)(2) of revised Regulation M, 61 Fed. Reg. at 52,261 (to be codified at 12 C.F.R. § 213.7(d)(2)), as amended.

III.

IT IS FURTHER ORDERED that if the revised CLA, as amended, or revised Regulation M, as amended, are amended in the future to alter definition 2 of this order ("total amount due at lease inception") or to require or permit advertising disclosures that are different from those set forth in subparagraphs I.B. or I.C. of this order, then the change or changes shall be incorporated in subparagraph I.B., subparagraph I.C., and/or definition 2 for the purpose of complying with subparagraphs I.B. and I.C. only, as appropriate; provided however, that all other requirements of this order, including definition 1 ("clearly and conspicuously"), will survive any such revisions.

IV.

IT IS FURTHER ORDERED that respondent American Isuzu Motors Inc., and its successors and assigns, shall, for five (5) years after the date of service of this order, maintain and upon request make available to the Commission for inspection and copying all records that will demonstrate compliance with the requirements of this order.

V.

IT IS FURTHER ORDERED that respondent American Isuzu Motors Inc., and its successors and assigns, shall deliver a copy of this order to all current and future principals, officers, directors, managers, employees, agents, and representatives

having responsibilities with respect to the subject matter of this order and to all advertising agencies; and shall secure from each such person or entity a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel or entities within thirty (30) days after the date of service of this order, and to such future personnel or entities within thirty (30) days after the person or entity assumes such position or responsibilities.

VI.

IT IS FURTHER ORDERED that respondent American Isuzu Motors Inc., and its successors and assigns, shall notify the Commission at least thirty (30) days prior to any change in the corporation that may affect compliance obligations arising under this order, including but not necessarily limited to dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation about which respondent learns less than thirty (30) days prior to the date such action is to take place, respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

VII.

IT IS FURTHER ORDERED that respondent American Isuzu Motors Inc., and its successors and assigns, shall within one hundred and twenty (120) days after the date of service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

VIII.

This order will terminate twenty (20) years from the date of its issuance, 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 deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

FEDERAL TRADE COMMISSION

AMERICAN ISUZU MOTORS INC.

\_\_\_\_\_  
ROLANDO BERRELEZ

By: \_\_\_\_\_  
JOSEPH L. FELLONA  
Vice President, Marketing  
(Light vehicles)  
American Isuzu Motors Inc.

\_\_\_\_\_  
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APPROVED:

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DAVID MEDINE  
Associate Director  
Division of Credit Practices

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JOAN Z. BERNSTEIN  
Director  
Bureau of Consumer Protection

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

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In The Matter of )  
 )  
 ) DOCKET NO.  
AMERICAN ISUZU MOTORS INC., )  
a corporation. )  
 )  

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COMPLAINT

The Federal Trade Commission, having reason to believe that American Isuzu Motors Inc., a corporation ("respondent" or "Isuzu"), has violated the provisions of the Federal 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 it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent American Isuzu Motors Inc. is a California corporation with its principal office or place of business at 2300 Pellissier Place, Whittier, California 90601. Respondent distributes Isuzu vehicles.
2. Respondent has disseminated advertisements to the public that promote consumer leases, as the terms "advertisement" and "consumer lease" are defined in Section 213.2 of Regulation M, 12 C.F.R. § 213.2, as amended.
3. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.
4. Respondent has disseminated or has caused to be disseminated consumer lease advertisements ("lease advertisements") for Isuzu vehicles, including but not necessarily limited to the attached Isuzu Exhibits A through C. Isuzu Exhibits A through C are television lease advertisements (attached in video and storyboard format). These advertisements contain the following statements:



A. [Audio:] "Hey, hey, hey, hey. What the heck does this mean? Very simply, it means for \$999 down, you can lease a brand new Trooper for only \$319 a month. "

[Video:] "THE TROOPER LEASE EXPLAINED.  
[highlighted in yellow].

\$319 MONTH FOR 24 MONTHS.

\$999 CUSTOMER CAPITALIZED COST REDUCTION.  
[highlighted in yellow]. "

[The advertisement contains the following lease disclosure which appears on the screen for a brief duration, in a scrolling format, interrupted or obscured by other images, and accompanied by background sound: "\*ADVERTISED PAYMENT APPLICABLE TO 4WD TROOPER S MODEL MANUAL TRANSMISSION ONLY. First month 's payment of \$319 plus a refundable Security Deposit of \$350 (or a non-refundable last month 's payment in IL, IN, KS, ME, and NY) plus a customer down payment of \$999 for a total of \$1,668 due at lease signing. Based on a 24 month low mileage closed-end lease offered to qualified customers by GE Capital Auto Lease through participating dealers through June 30, 1994 -- Subject to availability. Prices based on \$23,000 MSRP and capitalized cost of \$20,075 for a 1994 model Isuzu Trooper S with manual transmission including destination charges and a dealer capitalized cost reduction of \$2,376, excluding taxes, registration, title, license, dealer prep, options and other charges. Prices/monthly payments may vary. 24 monthly payments total \$7,660 plus tax as applicable. Option to purchase at lease end for \$14,030 plus a \$250 purchase option fee. Lessee pays for maintenance, insurance, repairs, excessive wear and tear and mileage charges of up to .15 cents per mile over 24,000 miles at lease end. Program not available in Alaska. 800-726-9200. See your participating Isuzu dealer for details. "] (Isuzu Exhibit A).

B. [Audio:] "Okay. It says here for \$1,999 down you can lease a Trooper LS with standard dual airbags for just \$339 a month. "

[Video:] "THE TROOPER LEASE . . . \$1,999 CUSTOMER

CAPITALIZED COST REDUCTION. \$339/MONTH FOR 30 MONTHS." [Index finger points to bolded text while hand moves across remaining text on screen].

[The advertisement contains the following lease disclosure which appears on the screen for a brief duration, in a scrolling format, interrupted or obscured by other images, and accompanied by background sound: "First month's payment of \$339, a refundable Security Deposit of \$350 (or a non-refundable last month's payment of \$339, in IL, IN, KS, ME, and NY) and a customer capitalized cost reduction of \$1,999 for a total of \$2,688 due at lease signing. Total monthly payments: \$10,170. Taxes, license, title fees, options and insurance are extra. 30 month, closed-end lease example based on \$30,425 MSRP (includes destination charge), a dealer capitalized cost reduction of \$2,995 and a total capitalized cost of \$25,926. Your payments may be higher or lower. Option to purchase at lease end for \$19,472 plus \$250 purchase option fee. Mileage charge of \$.15 per mile over 30,000 miles. Lessee pays excessive wear and use. You must take retail delivery out of dealer stock by July 10, 1995. Program not available in Alaska. 800-726-9200. See your participating dealer for details. "] (Isuzu Exhibit B).

C. [Audio:] "Now you can drive off-road without getting soaked. The Rodeo Lease. See your dealer for details."

[Video:] "\$249/MO. The 1993 Rodeo Lease. "

[The advertisement contains the following lease disclosure in white fine print superimposed over a black background and accompanied by background sound: "ADVERTISED PAYMENT APPLICABLE TO THE RODEO S MODEL ONLY. OPTIONAL EQUIPMENT SHOWN. First month's payment of \$249 plus refundable security deposit of \$249 (or non-refundable last month's payment in IL, IN, KS, ME and NY), plus a customer capitalized cost reduction of \$1,000 for a total of \$1,498 due at lease signing. Based on a 36-month closed-end lease offered to qualified consumers by GE Capital Auto Lease through participating dealers through 3/31/93. Subject to availability. Prices based on \$\_\_\_\_\_ MSRP and a capitalized cost of \$\_\_\_\_\_ for a 1993 Isuzu Rodeo \_\_\_\_\_ with manual transmission, including destination charges, excluding taxes, registration, title, license, dealer prep., options and charges. Dealer \_\_\_\_\_ monthly

payments may vary. 36 monthly payments total \$\_\_\_\_ plus tax as applicable. Option to purchase at lease end for \$\_\_\_\_ plus a \$250 disposition fee. Lessee pays for maintenance, insurance, repairs, excessive wear and tear, and mileage charges of up to .15 cents/mile over 45,000 miles at lease end. Lease program not available in Alaska and Hawaii. See your participating Isuzu dealer for details. " The fine print is displayed on the screen in a block of print containing 11 lines and appearing on the screen for approximately three seconds.] (Isuzu Exhibit C).

Federal Trade Commission Act Violations  
COUNT I: Misrepresentation in Lease Advertising

5. Through the means described in Paragraph 4, respondent has represented, expressly or by implication, that the amount stated as "down" in respondent's lease advertisements is the total amount consumers must pay at lease inception to lease the advertised vehicles.

6. In truth and in fact, the amount stated as "down" in respondent's lease advertisements is not the total amount consumers must pay at lease inception to lease the advertised vehicles. Consumers must also pay additional fees beyond the amount stated as "down," such as the first month's payment and security deposit, at lease inception. Therefore, respondent's representation as alleged in Paragraph 5 was, and is, false or misleading.

7. Respondent's practices constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a).

COUNT II: Failure to Disclose Adequately in Lease Advertising

8. In its lease advertisements, respondent has represented, expressly or by implication, that consumers can lease the advertised vehicles at the terms prominently stated in the advertisements, including but not necessarily limited to the monthly payment amount and/or amount stated as "down." These advertisements do not adequately disclose additional terms pertaining to the lease offer, including but not necessarily limited to a required security deposit and first month's payment due at lease inception. The existence of additional terms would be material to consumers in deciding whether to lease an Isuzu vehicle. The failure to disclose adequately these additional terms, in light of the representation made, was, and is, a deceptive practice.

9. Respondent's practices constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a).

COUNT III: Consumer Leasing Act and Regulation M Violations

10. Respondent's lease advertisements, including but not necessarily limited to Isuzu Exhibits A through C, state a monthly payment amount, the number of required payments, and/or an amount "down." The lease disclosures in these advertisements

contain one or more of the following terms required by Regulation M: that the transaction advertised is a lease; the total amount of any payment such as a security deposit or capitalized cost reduction required at the consummation of the lease or that no such payments are required; the total of periodic payments due under the lease; a statement of whether or not the lessee has the option to purchase the leased property and at what price and time or the method of determining the purchase-option price; and a statement of the amount or method of determining the amount of any liabilities the lease imposes upon the lessee at the end of the term.

11. The lease disclosures in respondent's television lease advertisements, including but not necessarily limited to Isuzu Exhibits A and B, are not clear and conspicuous because they appear on the screen for a brief duration, in a scrolling format, accompanied by background sound, and interrupted or obscured by other images. The lease disclosures in respondent's television lease advertisements, including but not necessarily limited to Isuzu Exhibit C, are not clear and conspicuous because they appear on the screen in small type for a very short duration.

12. Respondent's practices violate Section 184 of the Consumer Leasing Act, 15 U.S.C. § 1667c, as amended, and Section 213.5(c) of Regulation M, 12 C.F.R. § 213.5(c), as amended.

THEREFORE, the Federal Trade Commission this        day of  
,        , has issued this complaint against respondent.

By the Commission.

Donald S. Clark  
Secretary

SEAL:

[Exhibits A-C attached to paper copies of complaint, but not available in electronic form.]

ANALYSIS OF PROPOSED CONSENT ORDERS  
TO AID PUBLIC COMMENT

The Federal Trade Commission has accepted separate agreements, subject to final approval, to proposed consent orders from General Motors Corporation ("General Motors"), American Honda Motor Corporation, Inc. ("Honda"), American Isuzu Motors Inc. ("Isuzu"), Mazda Motor of America, Inc. ("Mazda"), and Mitsubishi Motor Sales of America, Inc. ("Mitsubishi") (collectively referred to as "respondents").

The proposed consent orders have been placed on the public record for sixty (60) days for reception of comments by interested persons. Comments received during this period will become part of the public record. After sixty (60) days, the Commission will again review the agreements and the comments received and will decide whether it should withdraw from the agreements or make final the agreements' proposed orders.

The complaints allege that each of the respondents' automobile lease advertisements violated the Federal Trade Commission Act ("FTC Act"), the Consumer Leasing Act ("CLA"), and Regulation M. The complaints also allege that General Motors and Mitsubishi's automobile credit advertisements violated the FTC Act, the Truth in Lending Act ("TILA"), and Regulation Z. Section 5 of the FTC Act prohibits false, misleading, or deceptive representations or omissions of material information in advertisements. In addition, Congress established statutory disclosure requirements for lease and credit advertising under the CLA and the TILA, respectively, and directed the Federal Reserve Board ("Board") to promulgate regulations implementing such statutes -- Regulations M and Z. See 15 U.S.C. §§ 1601-1667e; 12 C.F.R. Part 213; 12 C.F.R. Part 226. On September 30, 1996, Congress passed revisions to the CLA that will be implemented by the Board through future changes to Regulation M and will become optionally effective immediately. See Title II, Section 2605 of the Omnibus Consolidated Appropriations Act for Fiscal Year 1997, Pub. L. No. 104-208, 110 Stat. 3009, \_\_\_\_ (Sept. 30, 1996)("revised CLA"), as amended, and Section 213.7(d)(2) of revised Regulation M, 61 Fed. Reg. at 52,261 (to be codified at 12 C.F.R. § 213.7(d)(2)), as amended.

The complaints against General Motors, Honda, Isuzu, Mazda, and Mitsubishi allege that respondents' automobile lease advertisements represented that a particular amount stated as "down" is the total amount consumers must pay at the initiation of a lease agreement to lease the advertised vehicles. This representation is false, according to the complaints, because

consumers must pay additional fees beyond the amount stated as "down," such as the security deposit and first month's payment, to lease the advertised vehicles. The complaints also allege that respondents failed to disclose adequately these additional fees in their advertisements. These practices, according to the complaints, constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act.

The complaints further allege that respondents' lease advertisements failed to disclose the terms of the offered lease in a clear and conspicuous manner, as required by the CLA and Regulation M. According to the complaints, respondents' television lease disclosures were not clear and conspicuous because they appeared on the screen in small type, against a background of similar shade, for a very short duration, and/or over a moving background. The General Motors, Honda, Mazda, and Mitsubishi complaints also allege that these respondents' fine print disclosures of lease terms in print advertisements were not clear and conspicuous. The complaints, therefore, allege that respondents' failure to disclose lease terms in a clear and conspicuous manner violates the CLA and Regulation M.

The General Motors and Mitsubishi complaints also allege that these respondents' credit advertisements represented that consumers can purchase the advertised vehicles at the terms prominently stated in the ad, such as a low monthly payment and/or a low amount "down." This representation is false, according to the complaints, because consumers must also pay a final balloon payment of several thousand dollars, in addition to the low monthly payment and/or amount down, to purchase the advertised vehicles. The complaints further allege that respondents General Motors and Mitsubishi failed to disclose adequately in their credit advertisements additional terms pertaining to the credit offer, including the existence of a final balloon payment of several thousand dollars and the annual percentage rate. These practices, according to the complaints, constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act.

The General Motors and Mitsubishi complaints further allege that these respondents' credit advertisements failed to disclose required credit terms in a clear and conspicuous manner, as required by the TILA and Regulation Z. According to the complaints, respondents' television advertisements contained credit disclosures that were not clear and conspicuous because they appeared on the screen in small type, against a background of similar shade, for a very short duration, and/or over a moving background. The complaints also allege that these respondents' fine print disclosures of credit terms in print advertisements were not clear and conspicuous. The complaints, therefore, allege that General Motors and Mitsubishi's failure to disclose credit

terms in a clear and conspicuous manner violates the TILA and Regulation Z.

The proposed consent orders contain provisions designed to remedy the violations charged and to prevent the respondents from engaging in similar acts and practices in the future. Specifically, subparagraph I.A. of the proposed orders prohibits respondents, in any lease advertisement, from misrepresenting the total amount due at lease inception, the amount down, and/or the downpayment, capitalized cost reduction, or other amount that reduces the capitalized cost of the vehicle (or that no such amount is required). Subparagraph I.B. of the proposed orders also prohibits respondents, in any lease advertisement, from making any reference to any charge that is part of the total amount due at lease inception or that no such amount is due, not including a statement of the periodic payment, more prominently than the disclosure of the total amount due at lease inception. The "prominence" requirement prohibits the companies from running deceptive advertisements that highlight zero dollars or other low amounts "down," with inadequate disclosures of actual total inception fees. This "prominence" requirement for lease inception fees also is found in the revised Regulation M recently adopted by the Board.

Moreover, subparagraph I.C. of the proposed orders prohibits respondents, in any lease advertisement, from stating the amount of any payment or that any or no initial payment is required at consummation of the lease, unless the ad also states: (1) that the transaction advertised is a lease; (2) the total amount due at lease inception; (3) that a security deposit is required; (4) the number, amount, and timing of scheduled payments; and (5) that an extra charge may be imposed at the end of the lease term where the liability of the consumer at lease end is based on the anticipated residual value of the vehicle. The information enumerated above must be displayed in the lease advertisement in a clear and conspicuous manner. This approach is consistent with the lease advertising disclosure requirements of the revised CLA.

Paragraph II of the proposed orders provides that lease advertisements that comply with the disclosure requirements of subparagraph I.C. of the orders shall be deemed to comply with Section 184(a) of the CLA, as amended, or Section 213.7(d)(2) of the revised Regulation M, as amended.

Paragraph III of the proposed orders provides that certain future changes to the CLA or Regulation M will be incorporated into the orders. Specifically, subparagraphs I.B. and I.C. will be amended to incorporate future CLA or Regulation M required advertising disclosures that differ from those required by the above order paragraphs. In addition, the definition of "total



amount due at lease inception," as it applies to subparagraphs I.B. and I.C. only, will be amended in the same manner. The orders provide that all other order requirements, including the definition of "clearly and conspicuously," will survive any such revisions.

Subparagraph IV.A. of the proposed General Motors and Mitsubishi orders prohibits these respondents, in any credit advertisement, from misrepresenting the existence and amount of any balloon payment or the annual percentage rate; subparagraph IV.B. also prohibits these respondents from stating the amount of any payment, including but not limited to any monthly payment, in any credit advertisement unless the amount of any balloon payment is disclosed prominently and in close proximity to the most prominent of the above statements.

Subparagraph IV.C. of the proposed General Motors and Mitsubishi orders also enjoins these respondents from disseminating credit advertisements that state the amount or percentage of any downpayment, the number of payments or period of repayment, the amount of any periodic payment, including but not limited to the monthly payment, or the amount of any finance charge without disclosing, clearly and conspicuously, the following items of information: (1) the amount or percentage of the downpayment; (2) the terms of repayment, including but not limited to the amount of any balloon payment; and (3) the correct annual percentage rate, using that term or the abbreviation "APR," as defined in Regulation Z and the Official Staff Commentary to Regulation Z. If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be clearly and conspicuously disclosed.

The information required by subparagraphs I.C. (lease advertisements) and IV.C. (credit advertisements) must be disclosed "clearly and conspicuously" as defined in the proposed orders. The "clear and conspicuous" definition requires that respondents present such lease or credit information within the advertisement in a manner that is readable [or audible] and understandable to a reasonable consumer.

The definition lends specificity to and is consistent with the general "clear and conspicuous" requirement in Regulations M and Z, which requires readable and understandable disclosures. Similar to prior Commission orders and statements that interpret Section 5's prohibition of deceptive acts and practices, these orders require respondents to include certain disclosures in advertising that are readable (or audible) and understandable to reasonable consumers.

The purpose of this analysis is to facilitate public comment

on the proposed orders, and it is not intended to constitute an official interpretation of the agreements and proposed orders or to modify in any way their terms.