

In the Matter of Key Hyundai of Manchester, LLC, Hyundai of Milford, LLC, corporations.

The issue described in the summary of the Federal Register Notice dated March 20, 2012 details an important and disturbing problem. Over time, advertisers have learned how to target their audiences and create their advertisements in a way that excludes critical information. In this particular case, not informing consumers that the remaining loan on the car they traded in will be added to the loan on the car they are trading for, is highly problematic. This is especially true in today's economy, in which many people looking to buy or trade in cars decide to do so in large part based on the price of the car. Thus, when consumers make the decision to buy a car thinking it is one price and find out later that their price is actually upwards of several thousand dollars, they have every right to feel deceived.

With this said, I feel the proposed order is a not only well justified, but is also logical. Part I clearly summarizes the main goals in implementing such an order: Part I(b) states that the respondents shall not "[m]isrepresent any material fact regarding the cost and terms of financing or leasing any newly purchased vehicle." Although this could be construed to be a broad provision, I think such broadness is precisely what is needed. Any misrepresentation of fact should be prohibited, especially those regarding the cost of the vehicle. Consumers have the right to know such critical material facts up front since, as mentioned earlier, this information is generally vital to the consumer's decision of whether or not to make the trade. I fully support this order for the benefits it provides consumers.