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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17 FEDERAL TRADE COMMISSION,
18 Plaintiff,
19 v.

Case No. 8:17-cv-01942

**COMPLAINT FOR CIVIL
PENALTIES AND OTHER RELIEF**

20 NORM REEVES, INC., also d/b/a
21 Norm Reeves Honda Superstore
22 Cerritos, a California corporation;
23 CERRITOS FORD, INC., also d/b/a
24 Norm Reeves Ford Superstore
25 Cerritos, Norm Reeves Lincoln, and
26 Norm Reeves Hyundai Superstore, a
27 California corporation; CERRITOS
28 INFINITI, INC., also d/b/a Cerritos
Infiniti, a California corporation;
COASTAL AUTO SALES, INC., also
d/b/a Norm Reeves Honda Superstore
Huntington Beach, a California
corporation; CONANT
AUTOMOTIVE RESOURCES, LLC,
also d/b/a Conant Auto Retail Group

1 and the CAR Group, a California
2 limited liability company; CONANT
3 AUTO RETAIL, SAN DIEGO, INC.,
4 also d/b/a Toyota San Diego and
5 Scion San Diego, a California
6 corporation; IRVINE AUTO RETAIL
7 I, INC., also d/b/a Norm Reeves
8 Honda Irvine, a California
9 corporation; IRVINE AUTO RETAIL
10 II, INC., also d/b/a Norm Reeves
11 Volkswagen, a California corporation;
12 IRVINE AUTO RETAIL III, INC.,
13 also d/b/a Norm Reeves Buick GMC,
14 a California corporation; PARKWAY
15 PREMIUM MOTORCARS, INC.,
16 also d/b/a Norm Reeves Acura of
17 Mission Viejo, a California
18 corporation; PORT CHARLOTTE
19 AUTO RETAIL, INC., also d/b/a Port
20 Charlotte Honda and Port Charlotte
21 Volkswagen, a Florida corporation;
22 and WEST COVINA AUTO
23 RETAIL, INC., also d/b/a Norm
24 Reeves Honda Superstore West
25 Covina, a California corporation,
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Defendants.

Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges that:

1. Plaintiff brings this action under Sections 5(*l*), 16(a), and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(*l*), 56(a), and 57b, as amended; the Truth In Lending Act (“TILA”), 15 U.S.C. §§ 1601-1667, as amended; and its implementing Regulation Z, 12 C.F.R. Part 226, as amended; the Consumer Leasing Act (“CLA”), 15 U.S.C. §§ 1667-1667f, as amended; and its implementing Regulation M, 12 C.F.R. Part 213, as amended; to obtain monetary

1 civil penalties and other relief for Defendants’ violations of a final Commission
2 cease and desist order (“Consent Order”).

3 2. The Defendants are a group of automobile dealers in California and
4 Florida. All of the corporate defendants are majority owned by David Conant or
5 the Conant Family Trust. Defendant Conant Automotive Resources, LLC, also
6 doing business as The Conant Auto Retail Group and the CAR Group (“The CAR
7 Group”), provides management services to the other defendant companies. David
8 Conant is the President or CEO and a director of each of the defendant
9 corporations.

10 3. The Commission’s Consent Order, issued February 20, 2014,
11 expressly requires Defendants: (i) not to make misrepresentations about costs and
12 terms of financing or leasing vehicles; (ii) to clearly and conspicuously disclose
13 any material limitation on obtaining advertised annual percentage rates or other
14 interest rates; (iii) to conform their consumer lease advertisements to CLA and
15 Regulation M; (iv) to conform their closed-end credit advertisements to TILA and
16 Regulation Z; and (v) to maintain records related to representations covered by the
17 final Consent Order, and make those records available to the FTC. Defendants,
18 however, routinely violated these Consent Order provisions.

19 **JURISDICTION AND VENUE**

20 4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§
21 1331, 1337(a), 1345, and 1355, and 15 U.S.C. §§ 45(l), 56(a), 57b, and 1607(c).

22 5. Venue is proper in this district under 28 U.S.C. §§ 1391(b)-(d), and
23 1395(a).

24 **DEFENDANTS**

25 6. Defendant Norm Reeves, Inc. (“Defendant-Respondent” or “Norm
26 Reeves, Inc.”), also doing business as Norm Reeves Honda Superstore Cerritos, is
27 a California corporation. The corporation’s physical retail address is 18500
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1 Studebaker Road, Cerritos, CA 90703. The corporation's registered address is
2 20322 SW Acacia Street, Suite 100, Newport Beach, CA 92660. The registered
3 agent is Janice L. Dietz. David Conant is President and Director of the
4 corporation. Catherine Conant and Paul Conant are also directors of the
5 corporation. The Conant Family Trust holds 100% of the shares of the
6 corporation. At all times material to this Complaint, Defendant-Respondent has
7 participated in the acts and practices described in this Complaint. Defendant-
8 Respondent transacts business in this district, including through a motor vehicle
9 retail store or lot, through television, print, radio, Internet, and email
10 advertisements reaching consumers living in the district, and through the websites
11 thecargroup.com, cargroupdirect.com, and normreeveshondacerritos.com.

12 7. Defendant Cerritos Ford, Inc. ("Norm Reeves Cerritos Ford"), also
13 doing business as Norm Reeves Ford Superstore Cerritos, Norm Reeves Lincoln,
14 and Norm Reeves Hyundai Superstore, is a California corporation. The
15 corporation has retail locations at 18900 Studebaker Road, Cerritos, CA 90703 and
16 18818 Studebaker Road, Cerritos, CA 90703. The corporation's registered address
17 is 20322 SW Acacia Street, Suite 100, Newport Beach, CA 92660. The registered
18 agent is Janice L. Dietz. David Conant is President and Director of the
19 corporation. The Conant Family Trust holds 75% of the shares of the corporation.
20 At all times material to this Complaint, Norm Reeves Cerritos Ford has
21 participated in the acts and practices described in this Complaint. Norm Reeves
22 Cerritos Ford transacts business in this district, including through a motor vehicle
23 retail store or lot, through television, print, radio, Internet, and email
24 advertisements reaching consumers living in the district, and through the websites
25 thecargroup.com, cargroupdirect.com, normreevesford.com,
26 normreeveslincoln.com, and normreeveshyundai.com.

1 8. Defendant Cerritos Infiniti, Inc. (“Cerritos Infiniti”), also doing
2 business as Cerritos Infiniti, is a California corporation. The corporation’s
3 physical retail address is 11011 South Street, Cerritos, CA 90703. The
4 corporation’s registered address is 20322 SW Acacia Street, Suite 100, Newport
5 Beach, CA 92660. The registered agent is Janice L. Dietz. David Conant is
6 President and Director of the corporation. The Conant Family Trust holds 85% of
7 the shares of the corporation. At all times material to this Complaint, Cerritos
8 Infiniti has participated in the acts and practices described in this Complaint.
9 Cerritos Infiniti transacts business in this district, including through a motor
10 vehicle retail store or lot, through television, print, radio, Internet, and email
11 advertisements reaching consumers living in the district, and through the websites
12 thecargroup.com, cargroupdirect.com, and cerritosinfiniti.com.

13 9. Defendant Coastal Auto Sales, Inc. (“Norm Reeves Huntington
14 Beach”), also doing business as Norm Reeves Honda Superstore Huntington
15 Beach, is a California corporation. The corporation’s physical retail address is
16 19131 Beach Boulevard, Huntington Beach, CA 92648. The corporation’s
17 registered address is 20322 SW Acacia Street, Suite 100, Newport Beach, CA
18 92660. The registered agent is Janice L. Dietz. David Conant is President and
19 Director of the corporation. The Conant Family Trust holds 75% of the shares of
20 the corporation. At all times material to this Complaint, Norm Reeves Huntington
21 Beach has participated in the acts and practices described in this Complaint. Norm
22 Reeves Huntington Beach transacts business in this district, including through a
23 motor vehicle retail store or lot, through television, print, radio, Internet, and email
24 advertisements reaching consumers living in the district, and through the websites
25 thecargroup.com, cargroupdirect.com, and normreeveshuntingtonbeach.com.

26 10. Defendant Conant Automotive Resources, LLC (“the CAR Group”),
27 also doing business as Conant Auto Retail Group and the CAR Group, is a
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1 California limited liability company. The company's registered address is 20322
2 SW Acacia Street, Suite 100, Newport Beach, CA 92660. The registered agent is
3 Janice L. Dietz. David Conant is the Chief Executive Officer of the company and
4 a member of the LLC. The CAR Group provides management services to each of
5 the other corporate defendants and advertises on their behalf. At all times material
6 to this Complaint, the CAR Group has participated in the acts and practices
7 described in this Complaint. The CAR Group transacts business in this district,
8 including through television, print, radio, Internet, and email advertisements
9 reaching consumers living in the district, and through the websites
10 thecargroup.com and cargroupdirect.com.

11 11. Defendant Conant Auto Retail, San Diego, Inc. ("Conant San
12 Diego"), also doing business as Toyota San Diego and Scion San Diego, is a
13 California corporation. The corporation's physical retail address is 5910 Mission
14 Gorge Road, San Diego, CA 92120. The corporation's registered address is 20322
15 SW Acacia Street, Suite 100, Newport Beach, CA 92660. The registered agent is
16 Janice L. Dietz. David Conant is President and Director of the corporation. The
17 Conant Family Trust holds 80% of the shares of the corporation. At all times
18 material to this Complaint, Conant San Diego has participated in the acts and
19 practices described in this Complaint. Defendant transacts business in this district,
20 including through a motor vehicle retail store or lot, through television, print,
21 radio, Internet, and email advertisements reaching consumers living in the district,
22 and through the websites thecargroup.com, cargroupdirect.com,
23 scionsandiego.com, and toyotasandiego.com.

24 12. Defendant Irvine Auto Retail I, Inc. ("Norm Reeves Honda Irvine"),
25 also doing business as Norm Reeves Honda Irvine, is a California corporation.
26 The corporation's physical retail address is 16 Auto Center Drive, Irvine, CA
27 92618. The corporation's registered address is 20322 SW Acacia Street, Suite 100,
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1 Newport Beach, CA 92660. The registered agent is Janice L. Dietz. David Conant
2 is President and the only Director of the corporation. David Conant holds 75% of
3 the shares of the corporation. At all times material to this Complaint, Norm
4 Reeves Honda Irvine has participated in the acts and practices described in this
5 Complaint. Defendant transacts business in this district, including through a motor
6 vehicle retail store or lot, through television, print, radio, Internet, and email
7 advertisements reaching consumers living in the district, and through the websites
8 thecargroup.com, cargroupdirect.com, and normreeveshondairvine.com.

9 13. Defendant Irvine Auto Retail II, Inc. (“Norm Reeves VW”), also
10 doing business as Norm Reeves Volkswagen, is a California corporation. The
11 corporation’s physical retail address is 20 Auto Center Drive, Irvine, CA 92618.
12 The corporation’s registered address is 20322 SW Acacia Street, Suite 100,
13 Newport Beach, CA 92660. The registered agent is Janice L. Dietz. David Conant
14 is President and the only Director of the corporation. David Conant holds 75% of
15 the shares of the corporation. At all times material to this Complaint, Norm
16 Reeves VW has participated in the acts and practices described in this Complaint.
17 Defendant transacts business in this district, including through a motor vehicle
18 retail store or lot, through television, print, radio, Internet, and email
19 advertisements reaching consumers living in the district, and through the websites
20 thecargroup.com, cargroupdirect.com, and normreevesvw.com.

21 14. Defendant Irvine Auto Retail III, Inc. (“Norm Reeves Buick GMC”),
22 also doing business as Norm Reeves Buick GMC during some portion of the time
23 at issue, is an active California corporation. The corporation’s physical retail
24 business was located at 14 Auto Center Drive, Irvine, CA 92618. The
25 corporation’s registered address is 20322 SW Acacia Street, Suite 100, Newport
26 Beach, CA 92660. The registered agent is Janice L. Dietz. David Conant is
27 President and the only Director of the corporation. David Conant holds 75% of the
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1 shares of the corporation. At all times material to this Complaint, Norm Reeves
2 Buick GMC participated in the acts and practices described in this Complaint.
3 Norm Reeves Buick GMC transacted business in this district, including through a
4 motor vehicle retail store or lot, through television, print, radio, Internet, and email
5 advertisements reaching consumers living in the district, and through the website
6 normreevesbuickgmc.com.

7 15. Defendant Parkway Premium Motorcars, Inc. (“Norm Reeves
8 Acura”), also doing business as Norm Reeves Acura of Mission Viejo, is a
9 California corporation. The corporation’s physical retail address is 28802
10 Marguerite Parkway, Mission Viejo, CA 92692. The corporation’s registered
11 address is 20322 SW Acacia Street, Suite 100, Newport Beach, CA 92660. The
12 registered agent is Janice L. Dietz. David Conant is President and Director of the
13 corporation. The Conant Family Trust holds 90% of the shares of the corporation.
14 At all times material to this Complaint, Norm Reeves Acura has participated in the
15 acts and practices described in this Complaint. Norm Reeves Acura transacts
16 business in this district, including through a motor vehicle retail store or lot,
17 through television, print, radio, Internet, and email advertisements reaching
18 consumers living in the district, and through the websites thecargroup.com,
19 cargroupdirect.com, and normreevesacura.com.

20 16. Defendant Port Charlotte Auto Retail, Inc. (“Port Charlotte”), also
21 doing business as Port Charlotte Honda and Port Charlotte Volkswagen, is a
22 Florida corporation. The corporation’s physical retail address is 1252 Tamiami
23 Trail, Port Charlotte, FL 33953. The corporation’s mailing address is 20322 SW
24 Acacia Street, Suite 100, Newport Beach, CA 92660. The corporation’s registered
25 address is 1252 Tamiami Trail, Port Charlotte, FL 33953. The registered agent is
26 William A. Long. David Conant is President and the only Director of the
27 corporation. The Conant Family Trust holds 90% of the shares of the corporation.
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1 At all times material to this Complaint, Port Charlotte has participated in the acts
2 and practices described in this Complaint. Port Charlotte transacts business in this
3 district, including through the websites thecargroup.com, cargroupdirect.com,
4 portcharlottehonda.com, charlottevw.com, and portcharlottevw.com.

5 17. Defendant West Covina Auto Retail, Inc. (“Norm Reeves West
6 Covina”), also doing business as Norm Reeves Honda Superstore West Covina, is
7 a California corporation. The corporation’s physical retail address is 1840 East
8 Garvey Avenue South, West Covina, CA 91791. The corporation’s registered
9 address is 20322 SW Acacia Street, Suite 100, Newport Beach, CA 92660. The
10 registered agent is Janice L. Dietz. David Conant is President and Director of the
11 corporation. The Conant Family Trust holds 90% of the shares of the corporation.
12 At all times material to this Complaint, Norm Reeves West Covina has participated
13 in the acts and practices described in this Complaint. Norm Reeves West Covina
14 transacts business in this district, including through a motor vehicle retail store or
15 lot, through television, print, radio, Internet, and email advertisements reaching
16 consumers living in the district, and through the websites thecargroup.com and
17 normreeveswestcovina.com.

18 **COMMERCE**

19 18. At all times material to this Complaint, defendants and Defendant-
20 Respondent (collectively “Defendants”) have maintained a substantial course of
21 trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC
22 Act, 15 U.S.C. § 44.

23 **Prior Commission Proceeding**

24 19. In a Commission proceeding bearing Docket No. C-4436, the
25 Commission charged Defendant-Respondent with, among other things:

- 26 a. Making false or misleading representations that, when a
27 consumer leases a vehicle, there would be almost no money due
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1 at lease signing when in fact security deposits and/or significant
2 fees would be due at lease signing, in violation of the FTC Act;

3 b. Disseminating consumer credit advertisements for vehicles that
4 advertised a 0% APR, but failing to disclose and/or failing to
5 disclose adequately that consumers who finance more than a
6 certain amount will be charged more than 0% APR, in violation
7 of the FTC Act;

8 c. Disseminating consumer lease advertisements for vehicles that
9 failed to disclose and/or failed to disclose clearly and
10 conspicuously terms for leasing the advertised vehicles, in
11 violation of Regulation M, 12 C.F.R. Part 213, as amended, and
12 the CLA, 15 U.S.C. §§ 1667-1667f, as amended; and

13 d. Disseminating consumer credit advertisements for vehicles that
14 failed to disclose and/or failed to disclose clearly and
15 conspicuously terms for financing the purchase of the
16 advertised vehicles, in violation of Regulation Z, 12 C.F.R. Part
17 226, as amended, and TILA, 15 U.S.C. §§ 1601-1667, as
18 amended.

19 20. On February 20, 2014, the Commission issued its Consent Order
20 approving a settlement with Defendant-Respondent. In pertinent part, Parts I-V of
21 the Consent Order state:

22 I.

23 IT IS HEREBY ORDERED that [Defendant-Respondent] and its officers,
24 agents, representatives, and employees, directly or indirectly, in connection
25 with any advertisement for the purchase, financing, or leasing of motor
26 vehicles, shall not, in any manner, expressly or by implication:

27 A. Misrepresent the cost of:
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1 A. State the amount of any payment or that any or no initial payment
2 is required at lease inception without disclosing clearly and conspicuously
3 the following terms:

- 4 1. That the transaction advertised is a lease;
- 5 2. The total amount due at lease signing or delivery;
- 6 3. Whether or not a security deposit is required;
- 7 4. The number, amounts, and timing of scheduled payments; and
- 8 5. That an extra charge may be imposed at the end of the lease term

9 in a lease in which the liability of the consumer at the end of the lease term
10 is based on the anticipated residual value of the vehicle; or

11 B. Fail to comply in any respect with Regulation M, 12 C.F.R. Part
12 213, as amended, and the Consumer Leasing Act, 15 U.S.C. §§ 1667-1667f,
13 as amended.

14 IV.

15 IS FURTHER ORDERED that [Defendant-Respondent] and its officers,
16 agents, representatives, and employees, directly or indirectly, in connection
17 with any advertisement for any extension of consumer credit, shall not, in
18 any manner, expressly or by implication:

19 A. State the amount or percentage of any downpayment, the number of
20 payments or period of repayment, the amount of any payment, or the amount
21 of any finance charge, without disclosing clearly and conspicuously all of
22 the following terms:

- 23 1. The amount or percentage of the downpayment;
- 24 2. The terms of repayment; and
- 25 3. The annual percentage rate, using the term “annual percentage
26 rate” or the abbreviation “APR.” If the annual percentage rate may be
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1 increased after consummation of the credit transaction, that fact must also be
2 disclosed; or

3 B. State a rate of finance charge without stating the rate as an “annual
4 percentage rate” or the abbreviation “APR,” using that term; or

5 C. Fail to comply in any respect with Regulation Z, 12 C.F.R. Part
6 226, as amended, and the Truth in Lending Act, as amended, 15 U.S.C. §§
7 1601-1667.

8 V.

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10 IT IS FURTHER ORDERED that [Defendant-Respondent] shall, for five (5)
11 years after the last date of dissemination of any representation covered by
12 this order, maintain and upon request make available to the Federal Trade
13 Commission for inspection and copying:

14 A. All advertisements and promotional materials containing the
15 representation;

16 B. All materials that were relied upon in disseminating the
17 representation;

18 C. All evidence in its possession or control that contradicts, qualifies,
19 or calls into question the representation, or the basis relied upon for the
20 representation, including Complaints and other communications with
21 consumers or with governmental or consumer protection organizations; and

22 D. Any documents reasonably necessary to demonstrate full
23 compliance with each provision of this order, including but not limited to all
24 documents obtained, created, generated, or that in any way relate to the
25 requirements, provisions, or terms of this order, and all reports submitted to
26 the Commission pursuant to this order.
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21. The Consent Order defines “clearly and conspicuously” to mean:

a. In a print advertisement, the disclosure shall be in a type size, location, and in print that contrasts with the background against which it appears, sufficient for an ordinary consumer to notice, read, and comprehend it.

b. In an electronic medium, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade and appear on the screen for a duration, and in a location, sufficient for an ordinary consumer to read and comprehend it.

c. In a television or video advertisement, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade, and appear on the screen for a duration, and in a location, sufficient for an ordinary consumer to read and comprehend it.

d. In a radio advertisement, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it.

e. In all advertisements, the disclosure shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or promotion.

22. The Consent Order additionally states:

IT IS FURTHER ORDERED that [Defendant-Respondent], within sixty (60) days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten (10)

1 days of receipt of written notice from a representative of the Commission, it
2 shall submit additional true and accurate written reports.

3 23. A copy of the Consent Order is attached hereto as Exhibit A. The
4 FTC served the Consent Order on Norm Reeves on March 4, 2014. The Consent
5 Order has remained in full effect since.

6 **DEFENDANTS' CONDUCT**

7 24. Defendants' fourteen motor vehicle dealerships in Southern California
8 and Florida operate under common ownership and management. All of
9 Defendants' dealerships are majority owned by either David Conant or the Conant
10 Family Trust. They are all managed by the Conant Auto Retail Group, also known
11 as "the CAR Group." The CAR Group operates a website that directs consumers
12 to each of the Defendants' websites. Consumers can also view product availability
13 for all the California Defendant dealerships directly on the thecargroup.com
14 website. In addition to their interconnected Internet websites, Defendants sell cars
15 through fourteen retail stores.

16 25. Defendants advertise their dealerships and websites through a variety
17 of media, including, but not limited to: television, print, radio, Internet, email, and
18 mobile device advertising targeting consumers in Southern California and Florida.
19 Through these dealerships, Defendants together sell or lease tens of thousands of
20 new and used vehicles per year.

21 **Defendants' Notice of the Consent Order**

22 26. On September 18, 2013, David Conant signed the Consent Order on
23 behalf of Norm Reeves, Inc. as the corporation's President. David Conant is the
24 CEO or President and a director of all twelve defendant corporations.

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1 **Advertisements with Hidden Conditions and Costs That**
2 **Misrepresent Terms of Leasing or Financing Vehicles**

3 27. Since receiving service of the Consent Order, Defendants have offered
4 to lease or finance motor vehicles in television, print, radio, Internet, and email
5 advertisements, and on their various websites. These ads frequently
6 misrepresented that the prominently displayed attractive terms, such as a low
7 monthly payment or annual percentage rate, were the full material terms of the
8 offer (Exhibits B-K).

9 28. For example, Defendant Norm Reeves Cerritos Ford sent a
10 promotional email to consumers between November 24, 2015, and November 30,
11 2015 (Exhibit B). According to the prominent terms of the advertisement,
12 consumers can lease a new vehicle for an attractive low monthly payment (“Lease
13 for \$99/mo + tax.”). In fact, consumers must have “approved tier 1+ credit with
14 \$4,000 due at lease signing after application of \$7,257 RCL Customer Cash Rebate
15 and \$250 Competitive Lease Conquest Rebate or \$11,507 due at lease signing
16 without rebates.”

17 29. In another example, Defendant Norm Reeves Buick GMC ran a
18 television ad between November 16, 2015, and November 30, 2015 (Exhibit G-1 at
19 Folder 1). Defendant offers “lease for \$139 per mo + tax for 39 months” both in
20 the voiceover and prominent text on the screen. In fact, this offer is only available
21 to consumers with “tier A1 credit” and has a significant downpayment, “\$2,500
22 due at signing after application of \$1,500 GM Loyalty Cash or \$4,000 due at
23 signing without GM Loyalty Cash.”

24 30. In another example, Defendant Norm Reeves Huntington Beach sent
25 out a promotional email to consumers between May 20, 2015, and July 6, 2015
26 (Exhibit C). According to the prominent terms of the advertisement, consumers
27 can finance a purchase of a new Honda Civic at “1.9% APR for 72 months.” In
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1 fact, only a consumer with tier 1 credit qualifies for the offer, and, even then
2 “down payment varies depending on credit approval.”

3 **Consumer Lease Advertisements Without**
4 **Required Clear and Conspicuous Disclosures**

5 31. Since receiving notice of the Consent Order, Defendants have
6 promoted the extension of consumer leases for motor vehicles in numerous
7 television, radio, direct mail, Internet, and email advertisements as well as at the
8 various websites under their control. Defendants’ lease offers often contain a
9 prominent “triggering term,” (as it is commonly known under the CLA and
10 Regulation M), such as the monthly payment or a claim that no initial payment is
11 required at lease inception. These advertisements fail to disclose, or fail to disclose
12 clearly and conspicuously, that the transaction is for a lease, the total amount due
13 at signing or delivery, or whether a security deposit is required.

14 32. In addition, many of these advertisements contain offers that are only
15 available to consumers with “tier 1+” credit. Most consumers do not have a credit
16 score high enough to be considered “tier 1+” and therefore do not qualify for many
17 of Defendants’ advertised offers.

18 33. For example, Defendant Norm Reeves, Inc. posted an advertisement
19 on Twitter on August 19, 2015 (Exhibit D). The post claims that consumers can
20 “Get a new 2015 Honda Civic LX CVT Sedan for only \$139 per month on a
21 lease!” This advertisement fails to include information about the total amount due
22 at lease signing or delivery, whether or not a security deposit is required, and the
23 number of scheduled payments.

24 34. In another example, Defendant Norm Reeves, Inc. posted an
25 advertisement on Facebook from at least June 22, 2015, to June 30, 2015 (Exhibit
26 E). The sponsored post advertised, “Lease a brand new 2015 Honda Civic for only
27 \$89/month! Hurry in for this chance to SAVE!” This advertisement does not
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1 include the total amount due at lease signing or delivery, whether or not a security
2 deposit is required, and the number of scheduled payments.

3 35. In another example, Defendant Norm Reeves West Covina ran an
4 advertisement on a series of platforms, including, but not limited to: Mobile App:
5 Gmail (Google Play) by Google Inc., Mail.google.com,
6 Mail.google.com/promotions, Youtube.com, Accuweather.com,
7 Localconditions.com, Listings.findthecompany.com, Weather.com, Surflines.com,
8 Dineries.com, and Youtube.com. The advertisement ran on these platforms from
9 at least December 1, 2015, until January 4, 2016 (Exhibit F). The advertisement
10 reads “\$0 due at lease signing” and “Lease for \$159 /mo + tax.” Although the
11 advertisement includes additional language on the right side, it is small, grey, and
12 illegible. The advertisement fails to state whether or not a security deposit is
13 required, and the number of scheduled payments.

14 36. In another example, Defendant Conant San Diego ran a television
15 advertisement on Cox Cable between at least May 15, 2015, and June 1, 2015
16 (Exhibit G and Exhibit G-1 at Folder 2). The advertisement prominently features
17 the claim “Lease \$89/MO” for a new 2015 Toyota Corolla. The advertisement
18 displays fine print at the bottom of the page for only a few seconds and a moving
19 hand obscures it for all but one second on the screen. The obscured disclosure
20 states \$3,500 is due at lease signing if the consumer qualifies for the “College
21 Graduate Rebate.” If not, \$4,250 is due at lease signing. In addition, the offer is
22 only available to those consumers with tier 1+ credit. Defendants aired numerous
23 versions of this advertisement with the same “disclosure.”

24 37. There are numerous additional examples where Defendants made
25 lease offers with a triggering term that failed to disclose clearly and conspicuously
26 the total amount due at signing or delivery or whether a security deposit was
27 required, and, in numerous cases, failed to disclose clearly and conspicuously that
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1 they were only available to consumers with “Tier 1+” or “Tier A1” credit (Exhibits
2 H and G-1).

3 **Consumer Credit Advertisements Without**
4 **Required Clear and Conspicuous Disclosures**

5 38. Since receiving notice of the Consent Order, Defendants have
6 promoted closed-end consumer credit for the purchase of motor vehicles in
7 numerous television, radio, direct mail, Internet, and email advertisements, and at
8 the various websites under their control. Defendants’ advertisements for closed-
9 end credit offers often contain a prominent “TILA triggering term” (as it is known
10 under TILA and Regulation Z), such as the amount or percentage of any
11 downpayment, the number of payments or period of repayment, the amount of any
12 payment, or the amount of any finance charge. These advertisements fail to
13 disclose, or to clearly and conspicuously disclose, the amount or percentage of the
14 downpayment and the full terms of repayment.

15 39. For example, Defendant Norm Reeves Buick GMC ran an
16 advertisement on its homepage, normreevesbuickgmc.com between at least May 1,
17 2015, and June 2, 2015 (Exhibit I). The advertisement states, “0% APR For 60
18 Mos.” The advertisement fails to include the amount or percentage of the
19 downpayment and the full terms of repayment. Defendants continued to run a
20 virtually identical advertisement for the same offer during the months of June and
21 July, 2015.

22 40. In another example, Defendant Norm Reeves Huntington Beach ran a
23 newsprint advertisement in the Huntington Beach News from at least July 31,
24 2015, to August 20, 2015 (Exhibit J). The advertisement fails to include the
25 amount or percentage of the downpayment and the full terms of repayment.

26 41. There are numerous additional examples where defendants Norm
27 Reeves Cerritos Ford, Norm Reeves Honda Irvine, Port Charlotte, and Norm
28

1 Reeves West Covina also advertised closed-end consumer credit offers that
2 contained a “TILA triggering term” and failed to disclose, or to clearly and
3 conspicuously disclose, the amount or percentage of the downpayment and the full
4 terms of repayment (Exhibit K).

5 **NORM REEVES, INC.’S RECORDKEEPING FAILURES**

6 42. Defendant-Respondent Norm Reeves, Inc. agreed in Parts V and VIII
7 of the Consent Order to retain certain business records, produce them upon request,
8 and submit compliance reports.

9 43. FTC staff sought compliance information pursuant to the Consent
10 Order from Defendant-Respondent.

11 44. Specifically, on August 4, 2016, the FTC requested records including:
12 (i) the original dimensions of advertisements submitted to the FTC pursuant to
13 earlier requests; (ii) information as to who created previously produced
14 advertisements; (iii) information about advertised consumer rebate offers; (iv)
15 information about advertised credit offers; (v) information about advertised lease
16 offers; (vi) information about annual vehicle sales information; and (vii) the
17 number of visitors to Defendant-Respondent’s showroom in the applicable time.

18 45. Defendant-Respondent Norm Reeves, Inc. responded, “Norm Reeves,
19 Inc. is not in the custody, control, or possession” of the information. The
20 Defendant-Respondent did not provide any information in response to these
21 requests.

22 **VIOLATIONS OF CONSENT ORDER**

23 **FIRST CAUSE OF ACTION**

24 **(CONSENT ORDER PART I – MISREPRESENTATIONS)**

25 **(All Defendants)**

26 46. In numerous instances, Defendants disseminated or caused the
27 dissemination of advertisements representing that:

28 a. The monthly price of leasing a vehicle constitutes the total price of

1 the lease; or

2 b. The offer is available to most consumers.

3 47. In truth and in fact, in numerous of these instances:

4 a. The monthly price of leasing a vehicle does not constitute the total
5 price of the lease because consumers have to make a
6 downpayment; or

7 b. The offer is not available to most consumers.

8 48. Therefore, Defendants' representations described in Paragraph 46
9 above constitute misrepresentations, in violation of Parts I(A) and (B) of the
10 Consent Order.

11 **SECOND CAUSE OF ACTION**
12 **(CONSENT ORDER PART III – CLA / REGULATION M – CONSUMER**
13 **LEASES)**
14 **(All Defendants)**

15 49. In numerous instances, Defendants disseminated or caused the
16 dissemination of offers promoting, directly or indirectly, consumer leases for a
17 motor vehicle that, similar to those described in Paragraphs 27-29, and 31-37,
18 contained a prominent CLA “triggering term,” but:

19 a. Did not contain the total amount due at lease signing or delivery, a
20 statement of whether or not a security deposit is required, or the
21 number, amounts, and timing of scheduled payments; or

22 b. Failed to disclose all required information “clearly and
23 conspicuously,” as defined in the Consent Order, including the
24 total amount due at lease signing or delivery, a statement of
25 whether or not a security deposit is required, or the number,
26 amounts, and timing of scheduled payments.
27
28

1 **FOURTH CAUSE OF ACTION**
2 **(CONSENT ORDER PART V – FAILURE TO RETAIN AND PRODUCE**
3 **RECORDS)**

4 **(Defendant-Respondent Norm Reeves, Inc.)**

5 53. Part V of the Consent Order requires Defendants “for five (5) years
6 after the last date of dissemination of any representation covered by [the Consent
7 Order], [to] maintain and upon request make available to the Federal Trade
8 Commission for inspection and copying:

- 9 A. All advertisements and promotional materials containing the
10 representation;
- 11 B. All materials that were relied upon in disseminating the
12 representation;
- 13 C. All evidence in its possession or control that contradicts,
14 qualifies, or calls into question the representation, or the basis
15 relied upon for the representation, including complaints and
16 other communications with consumers or with governmental or
17 consumer protection organizations; and
- 18 D. Any documents reasonably necessary to demonstrate full
19 compliance with each provision of [the Consent Order],
20 including but not limited to all documents obtained, created,
21 generated, or that in any way relate to the requirements,
22 provisions, or terms of [the Consent Order], and all reports
23 submitted to the Commission pursuant to [the Consent Order].”

24 54. In numerous instances in which Defendants disseminated specific
25 offers to provide consumer credit or leases in connection with motor vehicles,
26 Defendants:

- 27 a. Did not maintain materials, such as complete copies of all
28 advertisements produced by or on behalf of Defendants; or

1 b. Did not make them available, upon request, to the FTC for
2 inspection and copying.

3 55. Defendants' acts or practices, as described in Paragraph 54 above,
4 violated Part V of the Consent Order.

5 **CIVIL PENALTIES AND REDRESS OF CONSUMER INJURY**

6 56. Each representation Defendants have made in violation of the Consent
7 Order constitutes a separate violation for which Plaintiff may seek civil penalties.
8 Additionally, each of Defendant-Respondent's failures to maintain and make
9 available materials and each failure to submit true and accurate written reports
10 constitutes a separate violation for which Plaintiff may seek civil penalties. Each
11 day Defendants have made, or have continued to make, representations in violation
12 of the Consent Order constitutes a separate violation for which Plaintiff may seek
13 civil penalties.

14 57. Section 5(l) of the FTC Act, 15 U.S.C. § 45(l), as modified by the
15 Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461 (note),
16 and Section 1.98(c) of the FTC's Rules of Practice, 16 C.F.R. § 1.98(c), authorizes
17 the Court to award monetary civil penalties of up to \$40,654 for each such
18 violation of the Consent Order.

19 58. Under Section 5(l) of the FTC Act, 15 U.S.C. § 45(l), this Court is
20 authorized to permanently enjoin Defendants from violating the Consent Order and
21 grant ancillary relief.

22 59. Section 19 of the FTC Act, 15 U.S.C. § 57b, authorizes this Court to
23 grant such relief as the Court finds necessary to redress injury to consumers
24 resulting from Defendants' violations of the Consent Order, including the
25 rescission or reformation of contracts, the refund of money or return of property,
26 the payment of damages, and public notification respecting the unfair or deceptive
27 practice.

28

PRAYER FOR RELIEF

60. WHEREFORE, Plaintiff requests this Court, pursuant to 15 U.S.C. § 45(l) and 57b, and pursuant to the Court’s own equitable powers, to:

- a. Enter judgment against Defendants and in favor of the Plaintiff for each violation alleged in this Complaint;
- b. Award Plaintiff monetary civil penalties from Defendants for each violation of the Consent Order alleged in this Complaint;
- c. Award such relief as the Court finds necessary to redress injury to consumers resulting from the Defendants’ violations of the of the Consent Order alleged in this Complaint, including, but not limited to, rescission or reformation of contracts, the refund of money or return of property, the payment of damages, and public notification respecting the unfair or deceptive practice;
- d. Enter a permanent injunction to prevent Defendants from violating the Consent Order;
- e. Award Plaintiff its costs and attorneys’ fees incurred in connection with this action; and
- f. Award Plaintiff such additional relief as the Court may deem just and proper.

DATED: 11/3/17

Respectfully submitted,

DAVID C. SHONKA
Acting General Counsel

Barbara Chun
MIRIAM R. LEDERER
DC Bar No. 983730; mlederer@ftc.gov

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Federal Trade Commission
600 Pennsylvania Avenue, NW, CC-9528
Washington, DC 20580
mlederer@ftc.gov
(202) 326-2975 (phone)
(202) 326-3197 (fax)

BARBARA CHUN (Local Counsel)
CA Bar No. 186907; bchun@ftc.gov
10990 Wilshire Boulevard, Suite 400
Los Angeles, CA 90024
(310) 824-4343 (phone)
(310) 824-4380 (fax)

Attorneys for Plaintiff
Federal Trade Commission

Exhibit A

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Edith Ramirez, Chairwoman**
 Julie Brill
 Maureen K. Ohlhausen
 Joshua D. Wright

In the Matter of

**NORM REEVES, INC.,
a corporation, also d/b/a
Norm Reeves Honda Superstore**

DOCKET NO. C-4436

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of respondent named in the caption hereof, and respondent having been furnished thereafter with a copy of a draft complaint which the Western Region-Los Angeles proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with violation of the Federal Trade Commission Act (“FTC Act”), the Consumer Leasing Act (“CLA”), and the Truth in Lending Act (“TILA”); and

Respondent, respondent’s attorney, and counsel for the Commission having thereafter executed an Agreement Containing Consent Order (“Consent Agreement”), which includes: a statement by Respondent that it neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in the Consent Agreement, and, only for purposes of this action, admits the facts necessary to establish jurisdiction; and waivers and other provisions as required by the Commission’s Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that respondent has violated the FTC Act, the TILA, and the CLA, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings, and enters the following order:

1. Respondent, Norm Reeves, Inc., is a California corporation with its principal office or place of business at 18500 Studebaker Road, Cerritos, California 90703.
2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the Respondent, and the proceeding is in the public interest

ORDER

DEFINITIONS

For the purposes of this order, the following definitions shall apply:

1. Unless otherwise specified, “respondent” shall mean Norm Reeves, Inc., and its successors and assigns.
2. “Advertisement” shall mean a commercial message in any medium that directly or indirectly promotes a consumer transaction.
3. “Clearly and conspicuously” shall mean as follows:
 - a. In a print advertisement, the disclosure shall be in a type size, location, and in print that contrasts with the background against which it appears, sufficient for an ordinary consumer to notice, read, and comprehend it.
 - b. In an electronic medium, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade and appear on the screen for a duration, and in a location, sufficient for an ordinary consumer to read and comprehend it.
 - c. In a television or video advertisement, an audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. A video disclosure shall be of a size and shade, and appear on the screen for a duration, and in a location, sufficient for an ordinary consumer to read and comprehend it.
 - d. In a radio advertisement, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it.
 - e. In all advertisements, the disclosure shall be in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or promotion.
4. “Consumer credit” shall mean credit offered or extended to a consumer primarily for personal, family, or household purposes, as set forth in Section 226.2(a)(12) of Regulation Z, 12 C.F.R. § 226.2(a)(12), as amended.

5. “Consumer lease” shall mean a contract in the form of a bailment or lease for the use of personal property by a natural person primarily for personal, family, or household purposes, for a period exceeding four months and for a total contractual obligation not exceeding the applicable threshold amount, whether or not the lessee has the option to purchase or otherwise become the owner of the property at the expiration of the lease, as set forth in Section 213.2 of Regulation M, 12 C.F.R. § 213.2, as amended.
6. “Lease inception” shall mean prior to or at consummation of the lease or by delivery, if delivery occurs after consummation.
7. “Material” shall mean likely to affect a person’s choice of, or conduct regarding, goods or services.
8. “Motor vehicle” or “vehicle” shall mean:
 - a. Any self-propelled vehicle designed for transporting persons or property on a street, highway, or other road;
 - b. Recreational boats and marine equipment;
 - c. Motorcycles;
 - d. Motor homes, recreational vehicle trailers, and slide-in campers; and
 - e. Other vehicles that are titled and sold through dealers.

I.

IT IS HEREBY ORDERED that respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for the purchase, financing, or leasing of motor vehicles, shall not, in any manner, expressly or by implication:

- A. Misrepresent the cost of:
 1. Leasing a vehicle, including but not necessarily limited to, the total amount due at lease inception, the downpayment, amount down, acquisition fee, capitalized cost reduction, any other amount required to be paid at lease inception, and the amounts of all monthly or other periodic payments; or
 2. Purchasing a vehicle with financing, including but not necessarily limited to, the amount or percentage of the downpayment, the number of payments or period of repayment, the amount of any payment, the annual percentage rate or any other finance rate, and the repayment obligation over the full term of the loan, including any balloon payment; or

- B. Misrepresent any other material fact about the price, sale, financing, or leasing of any vehicle.

II.

IT IS FURTHER ORDERED that respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for the purchase or financing of motor vehicles, shall not in any manner, expressly or by implication, make any representation regarding an annual percentage rate or other interest rate, unless the representation clearly and conspicuously discloses any material limitation on obtaining the rate, including whether different rates apply based on the amount financed, and if so, the different rates that apply.

III.

IT IS FURTHER ORDERED that respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for any consumer lease, shall not, in any manner, expressly or by implication:

- A. State the amount of any payment or that any or no initial payment is required at lease inception without disclosing clearly and conspicuously the following terms:
1. That the transaction advertised is a lease;
 2. The total amount due at lease signing or delivery;
 3. Whether or not a security deposit is required;
 4. The number, amounts, 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; or
- B. Fail to comply in any respect with Regulation M, 12 C.F.R. Part 213, as amended, and the Consumer Leasing Act, 15 U.S.C. §§ 1667-1667f, as amended.

IV.

IS FURTHER ORDERED that respondent and its officers, agents, representatives, and employees, directly or indirectly, in connection with any advertisement for any extension of consumer credit, shall not, in any manner, expressly or by implication:

- A. State the amount or percentage of any downpayment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the following terms:

1. The amount or percentage of the downpayment;
 2. The terms of repayment; and
 3. The annual percentage rate, using the term “annual percentage rate” or the abbreviation “APR.” If the annual percentage rate may be increased after consummation of the credit transaction, that fact must also be disclosed; or
- B. State a rate of finance charge without stating the rate as an “annual percentage rate” or the abbreviation “APR,” using that term; or
- C. Fail to comply in any respect with Regulation Z, 12 C.F.R. Part 226, as amended, and the Truth in Lending Act, as amended, 15 U.S.C. §§ 1601-1667.

V.

IT IS FURTHER ORDERED that respondent shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. All materials that were relied upon in disseminating the representation;
- C. All evidence in its possession or control that contradicts, qualifies, or calls into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations; and
- D. Any documents reasonably necessary to demonstrate full compliance with each provision of this order, including but not limited to all documents obtained, created, generated, or that in any way relate to the requirements, provisions, or terms of this order, and all reports submitted to the Commission pursuant to this order.

VI.

IT IS FURTHER ORDERED that respondent shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

VII.

IT IS FURTHER ORDERED that respondent shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) that may affect compliance obligations arising under this order, including but not limited to a 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. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be emailed to Debrief@ftc.gov or sent by overnight courier (not U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC, 20580. The subject line must begin: FTC v. Norm Reeves, Inc.

VIII.

IT IS FURTHER ORDERED that respondent, within sixty (60) days after the date of service of this order, shall file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of its own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, it shall submit additional true and accurate written reports.

IX.

This order will terminate on February 20, 2034, 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;
- 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 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 of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: February 20, 2014

Exhibit B

Nov. 27th through Nov. 30th [View in browser](#)



18900 Studebaker Road
Cerritos, CA 90703
(866) 982-5805



New Ford
Specials Below



View
Pre-Owned Below



Service Special
Below



"Like" Us on
Facebook

Nov. 27TH through Nov. 30TH

\$1,000
Trade-in
Assistance Bonus
Cash Ford Rebate[™]

On the purchase or lease of select 2015/2016 models

**Friends & Neighbors
BLACK FRIDAY**
PRICING EVENT

New Ford Specials

[Shop Now](#)

**OPEN AT 6AM on
BLACK FRIDAY**

New 2016 Ford

C-MAX Energi SEL
FWD Auto



Lease for

\$99 /mo.¹ + tax

1 at this offer

VIN 101929, 36-month lease
Scroll for disclaimer

[Shop Now](#)

New 2016 Ford

Fusion S
FWD Auto



Lease for

\$149 /mo.² + tax

1 at this offer

VIN 268500, 36-month lease
Scroll for disclaimer

[Shop Now](#)

New 2016 Ford

Fusion Energi SE
FWD Auto



Lease for

\$199 /mo.³ + tax

1 at this offer

VIN 166036, 36-month lease
Scroll for disclaimer

[Shop Now](#)

New 2016 Ford

Escape S
FWD Auto



Lease for

\$199 /mo.⁴ + tax

1 at this offer

VIN A39664, 36-month lease
Scroll for disclaimer

[Shop Now](#)

All Vehicles are Backed by Our



Pre-Owned Specials

Shop Now

2014 Ford Focus SE



Buy for

\$11,984^s

Plus tax and fees. One at this offer.
VIN 300985 • Auto • Bluetooth
Keyless Entry • 42,085 Miles
Scroll for disclaimer

View Details

2014 Ford Explorer 4WD XLT



Buy for

\$28,934^s

Plus tax and fees. One at this offer.
VIN C50548 • Auto • Bluetooth
Smart Device Integration • 30,096 Miles
Scroll for disclaimer

View Details

Service Special

Schedule Appointment



The Works™ Vehicle Checkup

\$39.95[^]

Plus tax + hazardous
waste disposal fees

Service includes:

- Oil and filter change
- Tire rotation
- Brake inspection
- Multi-Point Inspection
- Fluid top-off
- Battery Test
- Filter Check
- Belts and Hoses Check

Print Coupon

[^]Ford vehicles only. Must present coupon when service order is written. Limit one coupon per person. Includes up to five quarts of Motorcraft® oil and filter. Diesel vehicles additional charge. Not valid with any other offer. Plus tax and hazardous waste fee. Valid only at Norm Reeves Ford Superstore, 18900 Studebaker Road, Cerritos, CA 90703, (866) 982-5805. Expires 12/30/15.

Review Us
ON GOOGLE+!

Write a Review Now!



Norm Reeves Ford Superstore
18900 Studebaker Road
Cerritos, CA 90703

(866) 982-5805 • normreevesford.com

^{^^}Trade-in bonus cash available to customers that trade in a 1995 or newer car, truck or SUV or terminate a non-Ford/Lincoln/Mercury lease 30 days prior to or 90 days after delivery. Not all vehicle purchases are eligible for trade-in bonus cash. Valid only on purchase or lease of 2015/2016 Fiesta, Focus, C-MAX Hybrid, Taurus, Fusion(HEV/ Energi), Escape, Flex, Expedition, F-150, and SuperDuty. Offer expires 11/30/15.

[1] One at this offer. VIN 101929. Closed-end lease for new 2016 Ford C-MAX Energi SEL FWD Auto for \$99 per mo. plus tax for 36 mos. on approved tier 1+ credit with \$4,000 due at lease signing after application of \$7,257 RCL Customer Cash Rebate* and \$250 Competitive Lease Conquest Rebate** or \$11,507 due at lease signing without rebates. Includes 1st payment, \$0 security deposit, tax, license & fees. Drive-off example based on current Los Angeles County tax rate and actual amount may vary. 10,500 miles per year with \$.20 per mile thereafter. *Must finance through Ford Credit. **Current lease documentation must be provided in order to receive Competitive Lease Conquest Rebate. Competitive Lease Conquest Rebate is available to customers that currently lease a competitive (non-Ford Motor Company) vehicle or have terminated a competitive lease up to 30 days prior to new retail delivery. Window tint is not included in advertised offer. Offer expires 11/30/15.

[2] One at this offer. VIN 268500. Closed-end lease for new 2016 Ford Fusion S FWD Auto for \$149 per mo. plus tax for 36 mos. on approved tier 1+ credit with \$2,150 due at lease signing after application of \$2,000 RCL Customer Cash Rebate* and \$250 Competitive Lease Conquest Rebate** or \$4,400 due at lease signing without rebates. Includes 1st payment, \$0 security deposit, tax, license & fees. Drive-off example based on current Los Angeles County tax rate and actual amount may vary. 10,500 miles per year with \$.20 per mile thereafter. *Must finance through Ford Credit. **Current lease documentation must be provided in order to receive Competitive Lease Conquest Rebate. Competitive Lease Conquest Rebate is available to customers that currently lease a competitive (non-Ford Motor Company) vehicle or have terminated a competitive lease up to 30 days prior to new retail delivery. Window tint is not included in advertised offer. Offer expires 11/30/15.

[3] One at this offer. VIN 166036. Closed-end lease for new 2016 Ford Fusion Energi SE FWD Auto for \$199 per mo. plus tax for 36 mos. on approved tier 1+ credit with \$2,750 due at lease signing after application of \$8,007 RCL Customer Cash Rebate* and \$250 Competitive Lease Conquest Rebate** or \$9,007 due at lease signing without rebates. Includes 1st payment, \$0 security deposit, tax, license & fees. Drive-off example based on current Los Angeles County tax rate and actual amount may vary. 10,500 miles per year with \$.20 per mile thereafter. *Must finance through Ford Credit. **Current lease documentation must be provided in order to receive Competitive Lease Conquest Rebate. Competitive Lease Conquest Rebate is available to customers that currently lease a competitive (non-Ford Motor Company) vehicle or have terminated a competitive lease up to 30 days prior to new retail delivery. Window tint is not included in advertised offer. Offer expires 11/30/15.

[4] One at this offer. VIN A39864. Closed-end lease for new 2016 Ford Escape S FWD Auto for \$199 per mo. plus tax for 36 mos. on approved tier 1+ credit with \$2,250 due at lease signing after application of \$1,250 RCL Customer Cash Rebate* and \$250 Competitive Lease Conquest Rebate** or \$3,750 due at lease signing without rebates. Includes 1st

payment, \$0 security deposit, tax, license & fees. Drive-on example based on current Los Angeles County tax rate and actual amount may vary. 10,500 miles per year with \$.20 per mile thereafter. *Must finance through Ford Credit. **Current lease documentation must be provided in order to receive Competitive Lease Conquest Rebate. Competitive Lease Conquest Rebate is available to customers that currently lease a competitive (non-Ford Motor Company) vehicle or have terminated a competitive lease up to 30 days prior to new retail delivery. Window tint is not included in advertised offer. Offer expires 11/30/15.

§All advertised prices exclude government fees and taxes, any finance charges, any dealer document processing charge, any electronic filing charge, and any emission testing charge. All vehicles subject to prior sale. See dealer for details. Offers expire 11/30/15.

†55 Used Cars

5-Day Trial Exchange: 5-day or 500-mile exchange for equal or lesser value when vehicle is in the same condition as delivered.

5-Month or 5,000-Mile Warranty: Covers engine components, manual and automatic transmission, and axle assembly components. See dealer for copy of limited warranty.

Unsubscribe

Forward to a Friend

Share on Facebook

This promotional email was sent to: %%EmailAddr_%%

[Privacy Policy](#)

Exhibit C

Help us beat the record. See offers below! [View in browser](#)

NORM REEVES
Honda
SUPERSTORE
HUNTINGTON BEACH



19131 Beach Boulevard
Huntington Beach, CA 92648
(877) 201-6065



The New 2016 Honda HR-V is Now Available!



Buy a Certified Pre-Owned 2013 Honda Civic LX Sedan for \$15,470 plus tax and fees.** Scroll for disclaimer



Maintenance Service Coupon Below



"Like" Us on Facebook!

NORM REEVES
RECORD RUN

You win because
We Refuse to Lose!

[Shop Now](#)

VALUE YOUR TRADE

SHARE ON FACEBOOK

FORWARD TO A FRIEND

1.9% APR FOR 72 MONTHS
on approved credit*

On a new 2015 Honda Civic Sedan or Coupe
Scroll for disclaimer.



New Car Specials

View New Inventory

New 2016 Honda HR-V



New 2015 Honda Civic LX Sedan CVT Auto



NOW AVAILABLE!

[Read our review](#)

[View Details](#)

LEASE FOR

\$139 /mo.¹ plus tax

36-month lease
Scroll for disclaimer

[View Details](#)

New 2015 Honda Accord
LX Sedan CVT Auto



LEASE FOR

\$159 /mo.² plus tax

36-month lease
Scroll for disclaimer

[View Details](#)

New 2015 Honda CR-V
LX 2WD CVT Auto



LEASE FOR

\$179 /mo.³ plus tax

39-month lease
Scroll for disclaimer

[View Details](#)



**Tell us why
your Mom's
the best**

for a chance to
win her a \$250
spa gift card!†

[Learn More](#)

Scroll for Contest Rules.



Find out why your next vehicle should come from Norm Reeves Honda!



Pre-Owned Specials

[View Pre-Owned Inventory](#)

2013 Honda Civic LX Sedan



Certified Pre-Owned

BUY FOR

\$15,470

plus tax and fees**

One at this offer

VIN 511035 • Auto • Cruise Control • CD/MP3 • 47,474 Miles
Scroll for disclaimer

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2012 Honda Civic LX Sedan



Certified Pre-Owned

BUY FOR

\$15,593

plus tax and fees**

One at this offer

VIN 326939 • Auto • Steering Wheel Audio Controls • CD/MP3 • 20,727 Miles
Scroll for disclaimer

[View Details](#)



Service Special

[Schedule Appointment](#)



Maintenance Service Discounts

Receive up to \$75 Off!^

- Receive **\$10 off** when you spend between **\$80-\$149.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$20 off** when you spend between **\$150-\$299.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$35 off** when you spend between **\$300-\$499.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$50 off** when you spend between **\$500-\$649.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$75 off** when you spend between **\$650 & up** on service. Plus tax and any applicable hazardous waste fees.

[Print Coupon](#)

Print Coupon

*Honda vehicles only. \$75 maximum discount. Not eligible for tire purchases. Must present coupon when order is written. Limit one coupon per person. Not valid with any other offer. Plus tax and any hazardous waste fees. Prior sales excluded. Valid only at Norm Reeves Honda Superstore, 19131 Beach Boulevard, Huntington Beach, CA 92648, (877) 201-6065. Expires 5/31/15.



TELL US ABOUT YOUR EXPERIENCE AT NORM REEVES!



Norm Reeves Honda Superstore
 19131 Beach Boulevard
 Huntington Beach, CA 92648

(877) 201-6065 • normreeveshuntingtonbeach.com

*On approved tier 1 credit, 1.9% APR for 72 months on 2015 Honda Civic Sedan and Coupe models. Down payment varies depending on credit approval. Example: On approved credit for 2015 Honda Civic sedan, \$0 down payment, 1.9% APR, and 72 monthly payments of \$14.71 per \$1,000 borrowed. Must finance through Honda Financial Services. Offer expires 7/6/15.

[1] Closed-end lease for 2015 Honda Civic LX Sedan CVT Auto for \$139 per month plus tax for 36 months on approved tier 1+ credit. \$2,495 due at lease signing, includes 1st payment, \$0 security deposit, tax, license and fees. Drive-off example based on 8.5% tax rate and actual amount may vary. 12,000 miles per year with \$.15 per mile thereafter. Offer expires 5/31/15.

[2] Closed-end lease for 2015 Honda Accord LX Sedan CVT Auto for \$159 per month plus tax for 36 months on approved tier 1+ credit. \$2,495 due at lease signing, includes 1st payment, \$0 security deposit, tax, license and fees. Drive-off example based on 8.5% tax rate and actual amount may vary. 12,000 miles per year with \$.15 per mile thereafter. Offer expires 5/31/15.

[3] Closed-end lease for 2015 Honda CR-V LX 2WD CVT Auto for \$179 per month plus tax for 39 months on approved tier 1+ credit. \$2,495 due at lease signing, includes 1st payment, \$0 security deposit, tax, license and fees. Drive-off example based on 8.5% tax rate and actual amount may vary. 12,000 miles per year with \$.15 per mile thereafter. Offer expires 5/31/15.

‡NO PURCHASE NECESSARY. VOID OUTSIDE OF CALIFORNIA AND WHERE PROHIBITED. Contest ends at 11:59 p.m. PT on May 30, 2015. Eligibility: Must be a student in the first through eighth grade who is a legal resident of California. Not open to officers, directors, employees, family members, household members of Sponsor, or its affiliated companies or agents. To enter: During Contest Period, submit a 100-250 word essay explaining why your mother is the "best mom in the world." **Please do not include personal information in your essay.** Entry may be submitted in person at Norm Reeves Honda Superstore Huntington Beach, 19131 Beach Boulevard, Huntington Beach, CA 92648 or via e-mail provided in the Official Rules. Prize: One (1) \$250 ZenSpaOC gift card; Total ARV \$250. Limit: One entry per person. Odds of winning depend on number of eligible entries received and skill of entrants. Contest subject to Official Rules and all federal, state and local laws, regulations, and ordinances; governed by laws of the State of California. Sponsor: Norm Reeves Honda Superstore Huntington Beach. For full rules, see www.normreeveshuntingtonbeach.com/best-mom-essay-contest-rules. **Kids! Have your mom help you review these to make sure you understand the rules.**

**All advertised prices exclude government fees and taxes, any finance charges, any dealer document processing charge, any electronic filing charge, and any emission testing charge. All vehicles subject to prior sale. See dealer for details. Offers expire 5/31/15.

††555 Used Cars

5-Day Trial Exchange: 5-day or 500-mile exchange for equal or lesser value when vehicle is in the same condition as

delivered.

5-Month or 5,000-Mile Warranty: Covers engine components, manual and automatic transmission, and axle assembly components.

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Exhibit D

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Home Moments

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@NormReevesHonda

TWEETS
3,666

FOLLOWING
660

FOLLOWERS
1,571

LIKES
263

Follow



Norm Reeves Honda @NormReevesHonda · 19 Aug 2015
Get a new 2015 Honda Civic LX CVT Sedan for only \$139 per month on a lease!



Norm Reeves Honda @NormReevesHonda · 16 Aug 2015
Why pay more? Change your vehicle's oil for less. View more service offers: bit.ly/1P4zzks



Exhibit E



Norm Reeves Honda Superstore - Cerritos

Sponsored · 🌐

Lease a brand new 2015 Honda Civic for only \$89/month! Hurry in for this chance to SAVE!



2015 CIVIC LEASE SPECIAL!

Click 'Shop Now' to view inventory. See Dealer for details.

WWW.NORMREEVESHONDACERRITOS.COM

Shop Now



Like Comment Share

Exhibit F

NORM REEVES
Honda
SUPERSTORE
 WEST COVINA
 **HONDA**

\$0
 due at
 lease signing

New 2015 Honda Civic LX
Sedan CVT Auto

LEASE FOR **\$159**/MO + TAX
5 at this offer



Shop Now

Happy Honda Days

~ SALES EVENT ~

Offer valid for 2015 Honda Civic LX Sedan CVT Auto for \$159 per month plus tax for 36 months on approved credit for 49¢. \$0 due at lease signing. Includes \$1,000 deposit, tax, license and fee. Mile-off example based on the current Los Angeles County tax rate and actual amount may vary. \$1,000 dealer fee per year with \$150 per mile. Dealer credit of \$1,000 may apply at consumer cost. Offer ends 11/30/17. See dealer for restrictions. Offer expires 11/30/17.

Exhibit G

TOYOTA SAN DIEGO
RECORD RUN

**2015 TOYOTA
COROLLA S** AUTOMATIC

**LEASE FOR
\$89/MO
PLUS TAX**

2 AT THIS OFFER



VIN 261456, 289463. CLOSED-END LEASE FOR 36 MONTHS ON APPROVED TIER 1 CREDIT. \$750 DUE AT LEASE SIGNING AFTER THE APPLICATION OF \$750 COLLEGE GRADUATE REBATE** CREDIT. LEASE SIGNING WITHOUT COLLEGE GRADUATE REBATE (INCLUDES 1ST PAYMENT, \$0 SECURITY DEPOSIT, \$100 DOCUMENT PROCESSING CHARGE, TAX, LICENSE, AND FEES). DRIVE-OFF EXAMPLE PRICE \$15,999. SAN DIEGO COUNTY TAX RATE AND ACTUAL AMOUNT MAY VARY. 12,000 MILES PER YEAR. OFFER APPLIES TO GRADUATES OF A 2- OR 4-YEAR COLLEGE, TRADE SCHOOL, OR GRADUATING THE LAST 2 YEARS OR WILL GRADUATE 6 MONTHS FROM THE PURCHASE DATE. EMPLOYMENT AND EMPLOYMENT. SEE DEALER FOR ADDITIONAL PROGRAM DETAILS. \$750 REBATE WILL BE APPLIED TO LEASE DRIVE-OFF AMOUNT SUBJECT TO TOYOTA APPROVAL. OFFER EXPIRES 6/1/15.



TOYOTASANDIEGO.COM



TOYOTA SAN DIEGO
RECORD RUN



2 AT THIS OFFER

**2015 TOYOTA
COROLLA S** AUTOMATIC

**LEASE FOR
\$89/MO
PLUS TAX**



VIN 261456, 289463. CLOSED-END LEASE FOR 2015 TOYOTA COROLLA S AUTOMATIC FOR \$89/MONTH PLUS TAX FOR 36 MONTHS ON APPROVED TIER 1+ CREDIT. \$3,500 DUE AT LEASE SIGNING AFTER THE APPLICATION OF \$750 COLLEGE GRADUATE REBATE** OR \$4,250 DUE AT LEASE SIGNING WITHOUT COLLEGE GRADUATE REBATE (INCLUDES 1ST PAYMENT, \$0 SECURITY DEPOSIT, \$80 DEALER DOCUMENT PROCESSING CHARGE, TAX, LICENSE, AND FEES). DRIVE-OFF EXAMPLE BASED ON CURRENT SAN DIEGO COUNTY TAX RATE AND ACTUAL AMOUNT MAY VARY. 12,000 MILES PER YEAR WITH \$.15/MILE THEREAFTER. **APPLIES TO GRADUATES OF A 2- OR 4-YEAR COLLEGE, TRADE SCHOOL, OR GRADUATE DEGREE PROGRAM DURING THE LAST 2 YEARS OR WILL GRADUATE 6 MONTHS FROM THE PURCHASE DATE. MUST PROVIDE PROOF OF GRADUATION AND EMPLOYMENT. SEE DEALER FOR ADDITIONAL PROGRAM DETAILS. \$750 COLLEGE GRADUATE REBATE WILL BE APPLIED TO LEASE DRIVE-OFF AMOUNT SUBJECT TO TOYOTA FINANCIAL SERVICES APPROVAL. OFFER EXPIRES 6/1/15.



TOYOTASANDIEGO.COM



Exhibit G-1

Placeholder – Manually submitted DVD

Exhibit H

NEW 2016 LINCOLN **MKC** FWD AUTO

Lease for **\$299** Per Mo. + Tax

1 at this offer

36 Mos/\$2,460 Due at Signing

NORM REEVES
LINCOLN
CERRITOS AUTO SQUARE

[VIEW NEW INVENTORY](#)



VIN 5LGUJ06919. Closed-end lease for new 2016 Lincoln MKC FWD Auto for \$299 per mo. plus tax for 36 mos. on approved tier 1+ credit. \$2,460 due at lease signing after application of \$1,000 RCL Customer Cash* and \$1,000 Competitive Conquest Bonus Cash.** Includes 1st payment, \$0 security deposit, tax, license and fees. Drive-off example based on the current Los Angeles County tax rate and actual amount may vary. 10,500 miles per year with \$.15 per mile thereafter. *Must finance through Lincoln Automotive Financial Services. **Available to customers who currently own or lease a 1995 or newer non-Ford Lincoln/Mercury vehicle or have terminated a competitive lease up to 30 days prior to new retail delivery. Residency restrictions apply. Offer expires 10/31/15.

**NORM REEVES
CLEAN
Sweep**

NEW 2015 VOLKSWAGEN
e-Golf SEL Premium
4-Door Auto

Lease for **\$229** Per Mo
+ Tax

[View Inventory](#)

Closed-end lease for new 2015 Volkswagen e-Golf SEL Premium 4-Door Automatic for \$229 per month plus tax for 36 months on approved credit through Volkswagen Credit. \$2,895.01 due at lease signing after application of \$7,500 VCI Zero Emissions Bonus or \$10,395.01 due at lease signing without VCI Zero Emissions Bonus. Includes 1st payment, \$0 security deposit, tax, license, and fees. Drive-off example based on 0% tax rate; actual rate may vary. 10,000 miles per year with \$.20 per mile thereafter. Offer expires 8/31/15.

Norm Reeves
Acura
of Mission Viejo

New 2016

Acura TLX
2.4L I-4 Auto

Lease for
\$269
/mo + tax



[Shop Now](#)

 **ACURA**

Closed-end lease for 2016 Acura TLX 2.4L I-4 Auto for \$269 per month plus tax for 36 months on approved tier 1+ credit. \$1,965 due at lease signing after the application of \$1,000 Acura Loyalty Cap Cost Reduction Assistance* or \$3,485 due at lease signing without Acura Loyalty Cap Cost Reduction Assistance.* Includes 1st payment, \$0 security deposit, tax, license, and fees. Drive-off example based on 4% tax rate; actual amount may vary. 10,000 miles per year with \$.20 per mile thereafter. *Must finance through Acura Financial Services. Eligible to current owners of a 2005 or newer Acura vehicle. Must show proof of ownership. Not combinable with \$0 Due at Signing leases. See dealer for full details. Window tint is not included in advertised offer. Offer expires 3/31/16.

Halloween Costume Contest! Sat., Oct. 31 at 6pm. [View in browser](#)

**PORT CHARLOTTE
VOLKSWAGEN**

1252 Tamiami Trail
Port Charlotte, FL 33953
(888) 603-1843



Das Auto.

VOLKSWAGEN
Owner Loyalty Bonus*
\$2,000
GOING ON NOW
Available on 2015/2016 Volkswagen Gas or Hybrid models

New VW Specials

[Shop Now](#)

New 2015 Volkswagen

Jetta S



Lease for

\$119 /mo.¹ + tax

36-month lease

[View Details](#)

New 2015 Volkswagen

Golf S



Lease for

\$219 /mo.² + tax

36-month lease

[View Details](#)



If you can find the same new VW for less within 5 days, we will pay you the difference or buy your vehicle back.

DON'T FORGET ABOUT OUR 5TH ANNUAL COSTUME CONTEST!

HALLOWEEN COSTUME CONTEST

Saturday, October 31st • 6:00pm

1ST PRIZE \$750 CASH	2ND PRIZE \$250 CASH	3RD PRIZE \$100 CASH
---	---	---

All participants will receive a prize!

Review Us
ON GOOGLE+!

Write a Review Now!



Port Charlotte VW
1252 Tamiami Trail
Port Charlotte, FL 33953

(888) 603-1843 • charlottevw.com

*\$2,000 Volkswagen Owner Loyalty Bonus valid on the lease or purchase of new 2015/2016 Volkswagen gas or hybrid model. Must be used toward down payment or lease drive-off and is not available for cash. Must be a current Volkswagen owner or immediate family member residing at the same address as a Volkswagen owner. Must finance through Volkswagen Credit. This program supersedes the current Jetta/Passat/Golf GTI loyalty program. Cannot be combined with any other Conquest or Loyalty programs, Dealership Employee Program or Volkswagen Fleet Incentive. See dealer for details. Offer ends 11/2/2015.

[1] New 2015 Volkswagen Jetta S with automatic transmission. \$119 per month for 36 months. \$2,199 due at signing excludes first months payment, \$0 security deposit. Tax, title, license, \$625 acquisition fee and dealer fees extra. 10,000 miles a year with \$.20 per mile thereafter. All leases and special financing are for well-qualified customers on approved credit. Offer subject to manufacturer incentive changes. Offer expires 10/31/15.

[2] New 2015 Volkswagen Golf S with automatic transmission. \$219 per month for 36 months. \$1,999 due at signing excludes first months payment, \$0 security deposit. Tax, title, license, \$625 acquisition fee and dealer fees extra. 10,000 miles a year with \$.20 per mile thereafter. All leases and special financing are for well-qualified customers on approved credit. Offer subject to manufacturer incentive changes. Offer expires 10/31/15.

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Exhibit I

**NEW 2015
GMC ACADIA**



VIEW INVENTORY

**0%
APR
FOR 60 MOS.**

Financing available to qualified customers. Not available with some other offers.
See dealer for complete details. Offer expires 6/2/15.

**NEW 2015
BUICK ENCLAVE**



NORM REEVES
Buick GMC
IRVINE AUTO CENTER

Exhibit J

We're CLEARING the lot of all 2015 Hondas!

New 2015 Honda Civic LX Sedan Auto

New 2015 Honda Fit LX HB Auto

New 2015 Honda Accord LX Sedan Auto

LEASE FOR

\$99 /mo + tax



LEASE FOR

\$149 /mo + tax



LEASE FOR

\$159 /mo + tax



Closed-end lease for 2015 Honda Civic LX Sedan CVT Auto for \$99 per month plus tax for 36 months on approved tier 1+ credit. \$2,495 due at lease signing, includes 1st payment, \$0 security deposit, tax, license and fees. Drive-off based on 8.5% tax rate and actual amount may vary. 12,000 miles per year with \$.15 per mile thereafter. Offer expires 7/31/15.

Closed-end lease for 2015 Honda Fit LX HB CVT Auto for \$149 per month plus tax for 36 months on approved tier 1+ credit. \$2,495 due at lease signing, includes 1st payment, \$0 security deposit, tax, license and fees. Drive-off based on 8.5% tax rate and actual amount may vary. 12,000 miles per year with \$.15 per mile thereafter. Offer expires 7/31/15.

Closed-end lease for 2015 Honda Accord LX Sedan CVT Auto for \$159 per month plus tax for 36 months on approved tier 1+ credit. \$2,495 due at lease signing, includes 1st payment, \$0 security deposit, tax, license and fees. Drive-off based on 8.5% tax rate and actual amount may vary. 12,000 miles per year with \$.15 per mile thereafter. Offer expires 7/31/15.

Certified Pre-Owned Special of the Week

2012 Honda Civic LX Sedan Auto

\$13,441 †

Stk #990433, VIN 323129
Auto, 4 Cyl 1.8L, 57,166 Miles



1.9% APR

On all new 2014/2015 Honda Civics for 72 months, on approved credit ‡

‡Special APR offer valid on new and unregistered 2014 and 2015 Civic sedan models and 2014 CR-V models to well qualified buyers on approved credit by Honda Financial Services through participating dealers. Not all buyers may qualify. Higher rates apply for buyers with lower credit ratings. See dealer for complete details. Offer expired 7/31/15.

The 2016 Pilot is here!

Reserve yours today!



Maintenance Service Discounts Receive Up to \$75 Off!*

- Receive **\$10 off** when you spend between **\$80-\$149.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$20 off** when you spend between **\$150-\$299.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$35 off** when you spend between **\$300-\$499.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$50 off** when you spend between **\$500-\$649.99** on service. Plus tax and any applicable hazardous waste fees.
- Receive **\$75 off** when you spend between **\$650 & up** on service. Plus tax and any applicable hazardous waste fees.

*Honda vehicles only, \$75 maximum discount. Not eligible for tire purchases. Must present coupon when order is written. Limit one coupon per person. Not valid with any other offer. Plus tax and any hazardous waste fees. Prior sales excluded. Valid only at Norm Reeves Honda Superstore, 19131 Beach Boulevard, Huntington Beach, CA 92648, 888-409-4577. Expires 7/31/15.

PRE-OWNED PRICED RIGHT



2002 Honda Accord LX Sedan

\$6,204 †

Stk #990413, VIN 050427, Auto, 4 Cyl 2.3L, 117,542 Miles



2007 Honda Accord EX-L Sedan

\$10,949 †

Stk #990394, VIN 082749, Auto, 6 Cyl 3.0L, 102,685 Miles



2008 Honda CR-V EX-L 2WD

\$10,952 †

Stk #990420, VIN 043964, Auto, 4 Cyl 2.4L, 143,000 Miles



2007 Toyota Camry LE Sedan

\$10,977 †

Stk #990373, VIN 701300, Auto, 4 Cyl 2.4L, 72,483 Miles



2009 Honda Accord EX Sedan

\$12,898 †

Stk #990296, VIN 035576, Auto, 4 Cyl 2.4L, 61,797 Miles



2013 Hyundai Elantra GLS Sedan

\$13,924 †

Stk #990398, VIN 364324, Auto, 4 Cyl 1.8L, 34,265 Miles



2012 Honda Civic LX Coupe

\$14,411 †

Stk #990375, VIN 542897, Auto, 4 Cyl 1.8L, 22,741 Miles



2012 Honda Civic LX Sedan

\$14,901 †

Stk #990389, VIN 364462, Auto, 4 Cyl 1.8L, 28,020 Miles



2012 Honda Accord LX Sedan

\$15,090 †

Stk #990442, VIN 176697, Auto, 4 Cyl 2.4L, 40,964 Miles



2012 Honda Fit HB Sport

\$15,786 †

Stk #990396, VIN 041713, Auto, 4 Cyl 1.5L, 23,793 Miles



2013 Honda CR-V LX 2WD

\$20,229 †

Stk #990467, VIN 503891, Auto, 4 Cyl 2.4L, 23,351 Miles



2012 Honda Odyssey LX

\$20,875 †

Stk #990385, VIN 101707, Auto, 6 Cyl 3.5L, 36,890 Miles



†All advertised prices exclude government fees and taxes, any finance charges, any dealer document processing charge, any electronic filing charge, and any emission testing charge. All vehicles subject to prior sale. See dealer for details. Offer expires 7/31/15.



NormReeves**HB.com**
888-409-4577

SE HABLA ESPAÑOL

CHÚNG TÔI NÓI TIẾNG VIỆT

HONDA 19131 Beach Blvd., Huntington Beach, CA 92648

Exhibit K

FREE RIDE
SALES EVENT 

0% APR **\$1,000** **FORD BONUS CASH**
FOR 72 MOS. PLUS



[VIEW SPECIALS](#)

Not all buyers qualify for Ford Credit Financing. 0% for 72 months at \$13.89 per \$1,000 financed regardless of down payment. Bonus cash on '15 cars/SUVs requires Ford Credit Financing; not available on 2015 Transit, Transit Connect, E-Series, Super Duty, F-150, Raptor, Mustang specialty models. Take new retail delivery from dealer stock by 9/8/15. See dealer for complete details.

AVAILABLE FOR A LIMITED TIME!

1.9% **APR** **FOR** **72** **MONTHS**
on approved credit

On all new
2014/2015
Honda Civics



NORM REEVES
Honda
SUPERSTORE
IRVINE AUTO CENTER

Special APR offer valid on new and unregistered 2014 and 2015 Civic Sedan Models and 2014 CR-V Models to well qualified buyers on approved credit by Honda Financial Services through participating dealers. Not all buyers may qualify. Higher rates apply for buyers with lower credit ratings. See dealer for complete details. Offer expired 6/2/15.

Shop Now



New 2015 Volkswagen
BEETLE

buy for **\$19,895**

0% APR for 60 months

OR

lease for **\$189** /mo
+ tax

[VIEW INVENTORY](#)

New 2015 Volkswagen Beetle with automatic transmission. \$189 per month. 36-month lease. \$3,999 due at signing. \$0 security deposit. 10,000 miles a year plus tax, title, license and dealer fees. \$625 acquisition fee. All leases and special financing are for well-qualified customers. Financing available with approved credit. Offer subject to manufacturer incentive changes. Offer expires 6/30/15.

AVAILABLE FOR A LIMITED TIME!

1.9% APR FOR 72 MONTHS
on approved credit

On all new **2014/2015 Honda Civics**



NORM REEVES
Honda
SUPERSTORE
WEST COVINA

Special APR offer valid on new and unregistered 2014 and 2015 Civic Sedan Models and 2014 CR-V Models to well qualified buyers on approved credit by Honda Financial Services through participating dealers. Not all buyers may qualify. Higher rates apply for buyers with lower credit ratings. See dealer for complete details. Offer expired 7/31/15.

[Shop Now](#)