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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION, Plaintiff, v. UNIVERSAL CITY NISSAN, INC., et al. Defendants.	Case no 2:16-cv-07329-CAS(AJWx) *Honorable Christina A. Snyder* **EXHIBIT IN SUPPORT OF FEDERAL TRADE COMMISSION'S MOTION FOR PRELIMINARY INJUNCTION** Date: November 14, 2016 Time: 10:00 a.m. Courtroom: 5, 312 N. Spring St.

PX 1

DECLARATION OF FTC INVESTIGATOR JOSEPH D. WEBER, JR.

DECLARATION OF FTC INVESTIGATOR

JOSEPH D. WEBER, JR.

PURSUANT TO 28 U.S.C. § 1746

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DECLARATION OF FTC INVESTIGATOR
JOSEPH D. WEBER, JR.
PURSUANT TO 28 U.S.C. § 1746

I, Joseph D. Weber, Jr., hereby state that I have personal knowledge of the facts set forth below. If called as a witness, I could and would testify competently as follows:

1. I am a citizen of the United States and am over the age of eighteen (18) years old. I am employed as an Investigator with the Federal Trade Commission ("FTC") in the Division of Financial Practices. My office address is 600 Pennsylvania Avenue, N.W., CC-10232, Washington, D.C. 20580.

2. I earned a Bachelor of Arts degree in Spanish Language and Literature in May 2013, and I have been employed with the FTC since August 2013. I have been a Certified Fraud Examiner ("CFE") since October 2014. The CFE is a certification awarded by the Association of Certified Fraud Examiners. To become a CFE, I had to pass an exam that tested four subject areas: (1) fraud prevention and deterrence; (2) fraudulent financial transactions; (3) fraud investigations; and (4) legal elements of fraud.

3. My responsibilities for the FTC include investigating suspected violations of consumer protection laws, including the Federal Trade Commission Act, the Truth In Lending Act, and the Consumer Lending Act. In the normal course of carrying out my investigative responsibilities, I regularly use Internet search engines, electronic databases, spreadsheet software, and other software-based investigative and organizational tools. I also am the custodian of records that the FTC collects in the course of the investigations to which I am assigned. I maintain all such records in my custody and control.

4. As part of my duties, I was assigned to the FTC's investigation of the entities Universal City Nissan, Inc.; Sage Downtown, Inc., d/b/a Kia of Downtown

Los Angeles; Glendale Nissan/Infiniti, Inc., d/b/a Glendale Infiniti and d/b/a Glendale Nissan; Valencia Holding Co., LLC, d/b/a Mercedes-Benz of Valencia; West Covina Auto Group, LLC, d/b/a West Covina Toyota and West Covina Toyota/Scion; West Covina Nissan, LLC, d/b/a West Covina Nissan; Covina MJL, LLC, d/b/a Sage Covina Chevrolet; Sage North Hollywood, LLC, d/b/a Sage Pre-Owned; Sage Vermont, LLC, d/b/a Sage Hyundai; Sage Holding Company, Inc.; Sage Management Company, Inc. (collectively, the "Corporate Defendants"); and the individuals Joseph Schrage, a/k/a Joseph Sage; Leonard Schrage, a/k/a Leonard Sage, and Michael Schrage, a/k/a Michael Sage (collectively, the "Individual Defendants"). The Corporate and Individual Defendants are collectively referred to herein as "Defendants."

5. During the investigation, the FTC obtained documents and information from a number of private and public sources through compulsory process and other means. The documents and information include, but are not limited to, corporate records of Corporate Defendants, filings with the State of California, Defendants' advertising materials, consumer complaints and reviews, and court records. The records the FTC obtained are described below and many are attached to this Declaration.

Corporate Records

6. During the investigation, the FTC obtained corporate records pertaining to the named Defendants in this action, including articles of incorporation and other documents from various public sources.

7. From the California Secretary of State, the FTC obtained certified records relating to Covina MJL, LLC. True and correct copies of documents the FTC obtained are attached as **Att. A.**

8. From the California Secretary of State website, the FTC obtained records relating to the entities listed below. True and correct copies of documents the FTC

obtained are attached as follows:

a. Covina MJL, LLC – **Att. B**
b. Glendale Nissan/Infiniti, Inc. – **Att. C**
c. Sage Downtown, Inc. – **Att. D**
d. Sage Holding Company – **Att. E**
e. Sage Management Co., Inc. – **Att. F**
f. Sage North Hollywood, LLC – **Att. G**
g. Sage Vermont, LLC – **Att. H**
h. Universal City Nissan, Inc. – **Att. I**
i. Valencia Holding Company, LLC – **Att. J**
j. West Covina Auto Group, LLC – **Att. K**
k. West Covina Nissan, LLC – **Att. L**

9. From these records, I observed the following information:

a. Covina MJL, LLC was formed in California on November 5, 2013, and maintains its address at 635 S. Citrus Ave., Covina, CA 91723. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.
b. Glendale Nissan/Infiniti, Inc. was formed in California on August 25, 1995, and maintains its address at 812 S. Brand Blvd., Glendale, CA 91204. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.
c. Sage Downtown, Inc. was formed in California on July 22, 2011, and maintains its address at 3550 Cahuenga Blvd. West, Los Angeles, CA 90068. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

d. Sage Holding Company was formed in California on May 7, 1970, and maintains its address at 3550 Cahuenga Blvd. West, Los Angeles, CA 90068. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

e. Sage Management Co., Inc. was formed in California on August 12, 2011, and maintains its address at 3550 Cahuenga Blvd. West, Los Angeles, CA 90068. The company's agent for service of process is Aleksandra Stefanovska and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

f. Sage North Hollywood, LLC, was formed in California on May 30, 2014, and maintains its address at 3550 Cahuenga Blvd. West, Los Angeles, CA 90068. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

g. Sage Vermont, LLC, was formed in California on January 12, 2016, and maintains its address at 3550 Cahuenga Blvd. West, Los Angeles, CA 90068. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

h. Universal City Nissan, Inc. was formed in California on February 1, 1984, and maintains its address at 3550 Cahuenga Blvd. West, Los Angeles, CA 90068. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

i. Valencia Holding Company, LLC, was formed in California on June 24, 2005, and maintains its address at 12244 Valencia Blvd., Santa Clarita, CA 91355. The company's agent for service of process is

Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

j. West Covina Auto Group, LLC, was formed in California on December 10, 2007, and maintains its address at 3550 Cahuenga Blvd. West, Los Angeles, CA 90068. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

k. West Covina Nissan, LLC, was formed in California on May 27, 2005, and maintains its address at 205 N. Citrus St., West Covina, CA 91791. The company's agent for service of process is Vicki Taylor and the Agent Address is 3550 Cahuenga Blvd. West, Los Angeles, CA 90068.

Civil Investigative Demand

10. During this investigation, the FTC issued a Civil Investigative Demand ("CID") to Defendants dated November 15, 2013, requiring production of specified documents and written interrogatory responses. I serve as the custodian of records for the CID responses. A true and correct copy of the CID is available upon request.

11. Instruction E of the CID specified that Defendants "should suspend any routine procedures for document destruction and take other measures to prevent the destruction of documents that are in any way relevant to this investigation during its pendency, irrespective of whether you believe such documents are protected from discovery by privilege or otherwise. *See* 15 U.S.C. § 50; *see also* 18 U.S.C. §§ 1505, 1519."

12. Instruction C of the CID specified "the applicable time period for the request shall be from July 1, 2011 through the date of full and complete compliance with this CID."

13. CID Interrogatory Request No. 2 required identification of any "subsidiary or entity wholly or partially-owned by the Company, and any other entity related to the Company, including unincorporated divisions, joint ventures, operations under assumed names, and affiliates of the Company."

14. The CID defined Company to include "any car dealership operated by or affiliated with Sage Auto Group."

15. The CID also required a summary of consumer complaints and inquiries pursuant to Interrogatory Request No. 8 and production of material relating to consumer complaints and inquiries pursuant to Request for Production No. 2.

16. In response to the FTC's CID, Defendants provided an initial response on December 12, 2013. Defendants provided a supplemental response, including supplemental interrogatory responses, on May 5, 2014. A true and correct copy of the May 5, 2014, supplementary response is attached hereto as **Att. M**.

17. Defendants' interrogatory responses state that the following:

a. Sage Holding Company and Sage Management Company are equally owned by MC Schrage Family Trust, LT Schrage Family Trust, and Joseph Schrage Revocable Trust. The Individual Defendants act as Sage Management Company's Directors. *See Att. M.*

b. Sage Holding Company is the sole shareholder of Universal City Nissan, Glendale Nissan/Infiniti, Inc., and a 51% member of West Covina Auto Group. The Individual Defendants act as Sage Holding Company's Directors. *Id.*

c. Sage Downtown, Inc. is owned by MC Schrage Family Trust (666.67 shares) and LT Schrage Family Trust (333.33 shares). The Individual Defendants act as Sage Downtown Inc.'s Directors. *Id.*

d. Valencia Holding Company, LLC is owned by the Michael Schrage Trust (51%), the Leonard Schrage Trust (20%), and the Joseph Schrage Trust (29%). Defendant Michael Schrage also acts as its

Manager. *Id*.

e. Michael Schrage is the President, Joseph Schrage is the Vice President, and Leonard Schrage is the Secretary/Treasurer of Sage Downtown, Valencia Holding, Sage Holding and Sage Management. *Id.*

18. Defendants subsequently supplemented their response on November 11, 2014, and informed the FTC that the West Covina Toyota dealership was subject to an asset sale to a third party and the closing of the dealership occurred on July 28, 2014. A true and correct copy of this document is available upon request. Although Defendants made subsequent productions pursuant to the CID, they never supplemented responses to disclose the existence of Sage Covina Chevrolet, Sage Pre-Owned, or Sage Hyundai.

19. Defendants subsequently supplemented their response on April 23, 2015, producing, among other things, copies of the Certifications of Records of Regularly Conducted Activity Pursuant to 28 U.S.C. § 1746 for each of the Corporate Defendants, signed by the Individual Defendants. True and correct copies of the April 23, 2015, production cover letter and Certifications are attached as **Att. N.**

20. During the course of the investigation, Defendants produced electronically stored information, including e-mails from certain custodians.

21. Upon review of this material, FTC staff found that copies of e-mails that should be in the possession of multiple custodians had not been produced. The production also included only four e-mails prior to 2014 and, based on a review of the metadata, included at least 26 responsive e-mails dated after the issuance of the CID that should have been subject to Instruction E but were produced from deleted folders.

22. The FTC sent a letter dated September 4, 2015, requesting, among other issues, that Defendants explain these discrepancies and their compliance with the

CID. A true and correct copy of the September 4, 2015, letter is attached hereto as **Att. O.**

23. In a letter dated September 18, 2015, Defendants responded that e-mails should remain indefinitely "unless they are affirmatively deleted by a user" and represented that they would confirm with each of the individual custodians. A true and correct copy of the September 18, 2015, letter is attached hereto as **Att. P**. I am not aware that Defendants ever provided such confirmation.

24. Defendants also represented that they do not maintain their own e-mail servers and that therefore "Sage is not involved in the preservation of emails on any email servers." *See Att. P.*

25. During the investigation, on February 1, 2016, FTC staff provided a copy of the draft complaint to Defendants' counsel.

Advertisements

26. In response to the CID, Defendants produced some advertisements but also represented that "not all advertisements" for the relevant time period "are maintained in a designated file and/or maintained in any computer data base [sic]." *See Att. M.* Advertisements produced by Defendants are marked with a "SAGE" Bates stamp at the bottom.

27. FTC staff also conducted Internet searches for advertising related to Defendants. These searches included Defendants' websites, YouTube, Vimeo, and other specialized websites that monitor advertising and marketing material. Through these searches, FTC staff located numerous advertisements associated with Defendants and their dealerships. I used various software applications to preserve copies of websites and advertisements in their various original formats.

28. A number of advertisements obtained during the investigation contain prominent claims that vehicles are available for specific payment amounts, including specific monthly payments and specific initial or down payment

amounts.

29. In some of these advertisements, the fine print reveals that the prominently advertised monthly payment amount is limited to the first six months and increases substantially thereafter, or that consumers must pay substantially more than the prominently advertised initial payment amount. Furthermore, the monthly payment rate increase or extra initial payment amounts are not disclosed anywhere except the fine print. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
Kia of Downtown LA 4th of July Advertisement	Att. Q
Universal City Nissan Advertisement	Att. R
West Covina Nissan Advertisement	Att. S
West Covina Toyota Advertisement	Att. T
Mercedes-Benz of Valencia Advertisement	Att. U
Glendale Nissan Spanish Radio Advertisement Transcript	Att. V
English Transcript of *Att. V*	Att. W
Kia of Downtown Grand Opening Advertisement	Att. X
Universal City Nissan, 2012 Nissan Versa Advertisement, English and Spanish versions	Att. Y
West Covina Nissan Advertisement	Att. Z
West Covina Toyota Advertisement	Att. AA
Spanish-language Video Advertisement for Kia of Downtown LA and West Covina Nissan	Att. AB
English Transcript of *Att. AB*	Att. AC
Screenshots of *Att. AB*	Att. AD

30. A number of the advertisements obtained during the investigation contain prominent claims that vehicles are available at specific payment terms, including

monthly payment amounts, down payment amounts, and financing rates. In some of these advertisements, the prominent text includes a Manufacturer's Suggested Retail Price or a description of the offer as the "you pay" price. In many of these advertisements, the prominent text does not disclose whether the offer is for the purchase or lease of a vehicle. It is only in the fine print where the advertisements state that the prominently advertised terms are components of lease offers and not credit offers. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
Glendale Nissan Video Advertisement – Bamboozle Autos	Att. AE
Universal City Nissan Advertisement	Att. AF
West Covina Nissan Advertisement	Att. AG
Kia of Downtown Advertisement	Att. AH
West Covina Toyota Advertisement	Att. AI
Glendale Nissan Spanish Radio Advertisement Transcript	Att. V
English Transcript of *Att. V*	Att. W
Universal City Nissan Advertisement	Att. AK
West Covina Nissan Advertisement	Att. AL
Kia of Downtown Grand Opening Advertisement	Att. X
West Covina Toyota Advertisement	Att. AM

31. A number of the advertisements obtained during the investigation contain prominent claims that vehicles are available at specific payment terms, including monthly payment amounts, down payment amounts, and financing rates. In some of these advertisements, the fine print reveals that the prominently advertised payment terms apply only to certain groups of consumers, including recent college graduates, consumers with credit scores above 700, military veterans, or consumers who recently purchased or already own a certain make or model of vehicle. In

some of these advertisements, the fine print reveals that a consumer must belong to several or all of these limiting groups to obtain the prominently advertised terms. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
West Covina Nissan Advertisement	Att. AN
Universal City Nissan Memorial Day Sales Event Advertisement	Att. AO
Glendale Nissan Memorial Day Sales Event Advertisement	Att. AP
Glendale Nissan Autumn Sales Event Advertisement	Att. AQ
Kia of Downtown LA 4th of July Advertisement	Att. Q
Sage Covina Chevrolet – LA Times Advertisement, 1/14/2016	Att. AR
West Covina Toyota Advertisement	Att. AA
Mercedes-Benz of Valencia Advertisement	Att. U
West Covina Nissan Advertisement	Att. AS
Spanish-language Video Advertisement for Universal City Nissan	Att. AT
English Transcript of *Att. AT*	Att. AU
Spanish-language Video Advertisement for Universal City Nissan and Sage Covina Chevrolet	Att. AV
English Transcript of *Att. AV*	Att. AW
Screenshots of *Att. AV,* with translated terms	Att. AX
Spanish-language Video Advertisement for Kia of Downtown LA and West Covina Nissan	Att. AB
English Transcript of *Att. AB*	Att. AC
Screenshots of *Att. AB*	Att. AD

32. In many of the screenshots at *Att. AX* and *Att. AD*, the on-screen fine print reveals that the prominent terms are only available with a large down payment that exceeds $10,000 or more than 70% of the total vehicle price. These examples are

described below:

a. A 2009 Hyundai Genesis advertised for $82 per month. The fine print reveals a price of $15,990 and a down payment of $12,000. *See Att. AX.*

b. A 2013 Chevy Equinox advertised for $99 per month. The fine print reveals a price of $18,995 and a down payment $13,626. *See Att. AX.*

c. A 2013 Nissan Frontier advertised for $99 per month. The fine print reveals a price of $17,995 and a down payment of $12,530. *See Att. AX.*

d. A 2015 Nissan Frontier advertised for $139 per month. The fine print reveals a price of $22,900 and a down payment of $15,990. *See Att. AD.*

33. A number of the advertisements obtained during the investigation contain prominent claims that Defendants help consumers regardless of bad credit, bankruptcy, repossession, or foreclosure. In some of these advertisements, the fine print reveals that the prominently advertised terms apply only to consumers with high credit scores. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
West Covina Nissan Advertisement	Att. AY
West Covina Toyota/Scion Advertisement	Att. AZ
Kia of Downtown LA Advertisement	Att. BA
Universal City Nissan	Att. BB
Mercedes-Benz of Valencia Advertisement	Att. BC
Glendale Nissan Advertisement	Att. BD
West Covina Nissan Advertisement	Att. BE

Spanish-language Video Advertisement for Sage Covina Chevrolet	Att. BF
English Transcript of *Att. BF*	Att. BG
Screenshots of *Att. BF*	Att. BH
Spanish-language Video Advertisement for Universal City Nissan	Att. AT
English Transcript of *Att. AT*	Att. AU
Spanish-language Video Advertisement for Universal City Nissan and Sage Covina Chevrolet	Att. AV
English Transcript of *Att. AV*	Att. AW

34. The Spanish-language Video Advertisement at *Att. AV, at 0:13 – 0:40* contains the following voiceover:

a. *"...[R]emember that we are going to say yes to you from the moment you arrive. Don't have a license? Don't have credit? Are you worried about the down payment on your car? Don't worry!*
Come right now and take advantage of these great offers, like our weekend triple zero deal: zero down, zero percent interest for seventy-two months and zero for your first monthly payment. This is only found at the number one Nissan dealer in the world. Universal City Nissan. Visit us today." Att. AW.

35. During this voiceover, the on-screen print prominently claims that vehicles are available for zero down payment, zero percent APR for 72 months, and zero first monthly payment. *See Att. AV, at 0:28.* However, the fine print reveals that the prominently advertised payment terms apply only to consumers who qualify for tier 1A credit. *Id.*

36. The Spanish-language Video Advertisement at *See Att. AT, at 0:11 – 0:24* contains the following voiceover:

a. *"And since your job is your credit, you can get a brand-new car like this 2014 Nissan Altima that gives you up to thirty-eight miles per*

gallon for just ninety-nine dollars a month. Stop by and find my friend Martín El Guapo. He will work with you so you can get a brand-new car." Att. AU.

37. During this voiceover, the on-screen print prominently advertises a 2014 Nissan Altima for $99 per month. *See Att. AT, at 0:13 – 0:18.* However, the fine print, which only appears in English, reveals that a consumer "[m]ust have 740 credit score and 5-year credit history" in order to qualify for the offer, in addition to being a college graduate. *Id.*

38. A number of the advertisements obtained during the investigation contain prominent claims that Defendants will pay off a consumer's trade-in vehicle even if the consumer owes money on the trade-in vehicle loan or lease. In some of these advertisements, the fine print states that negative equity may or will be added to the new loan or lease balance. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
Universal City Nissan Advertisement	Att. BI
Universal City Nissan Advertisement	Att. BJ
Universal City Nissan Advertisement	Att. BK
Universal City Nissan Advertisement	Att. BL
Universal City Nissan Advertisement	Att. BM
Universal City Nissan Advertisement	Att. BN
Universal City Nissan Advertisement	Att. BO
Universal City Nissan Advertisement	Att. BP
Universal City Nissan Advertisement	Att. BQ

39. A number of the advertisements obtained during the investigation contain prominent claims that vehicles are available at specific payment terms in a non-English language. In some of these advertisements, the fine print for these

prominently advertised terms appears in English. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
Spanish-language Video Advertisement for Universal City Nissan	Att. AT
English Transcript of *Att. AT*	Att. AU
Khmer-language Video Advertisement for West Covina Toyota	Att. BR
English Transcript of *Att. BU*	Att. BS
Khmer-language Video Advertisement for West Covina Toyota	Att. BT
English Transcript of *Att. BW*	Att. BU
Chinese-language Video Advertisement for West Covina Toyota	Att. BV
English Transcript of *Att. BY*	Att. BW
Spanish-language Video Advertisement for Universal City Nissan	Att. BX
English Transcript of *Att. CA*	Att. BY

40. A number of the advertisements obtained during the investigation present terms for financing the purchase of a vehicle. Some of these advertisements include terms such as the amount of a down payment, or the period of repayment. Some of these advertisements do not disclose one or more of the following: (a) the amount or percentage of the down payment; or (b) the "annual percentage rate," using that term. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
Kia of Downtown LA Advertisement	Att. BZ
Glendale Nissan Advertisement	Att. CA
Universal City Nissan Advertisement	Att. BK
Glendale Nissan Advertisement	Att. BD
Mercedes-Benz of Valencia Advertisement	Att. U

41. A number of the advertisements obtained during the investigation present terms for leasing a vehicle. Some of these advertisements include terms such as the amount of a payment. Some of these advertisements do not disclose one or more of the following: (a) whether or not a security deposit is required; or (b) with respect to a lease in which the liability of the consumer at the end of the lease term is based on the anticipated residual value of the property, that an extra charge may be imposed at the end of the lease term. Additionally, some of these advertisements contain the word "lease" only in the fine print, including some instances where the word does not appear until the second line of the fine print. True and correct copies of a selection of these advertisements are attached hereto as follows:

Description	Attachment
Mercedes-Benz of Valencia Winter Event Advertisement	Att. CB
Kia of Downtown LA 4th of July Advertisement	Att. Q
Universal City Nissan Memorial Day Sales Event Advertisement	Att. AO
Kia of Downtown LA Advertisement	Att. BZ
West Covina Nissan Advertisement	Att. AG
Mercedes-Benz of Valencia Advertisement	Att. U

42. Additionally, based on my Spanish language training, I translated the on-screen terms and fine print in the screenshots of the Spanish-language Video Advertisement for Kia of Downtown LA attached at Atts. AD and AX. The translation is true, accurate, and correct to the best of my knowledge and ability.

43. FTC staff also located an article about Defendants' advertising campaigns. The article discussed mobile marketing and quoted Individual Defendant Michael Sage discussing Defendant Universal City Nissan's use of text messaging to advertise to consumers. A true and correct copy of the article is attached at **Att. CC.**

45. Since the FTC filed the complaint on September 29, 2016, FTC staff assigned to this case received an e-mail from a consumer who indicates that Defendants have continued to engage in advertising similar to what I observed in *Att. AX* and *Att. AD*. A true and correct copy of the e-mail is attached at **Att. AJ.**

46. The e-mail includes images of what appear to be television advertisements for Kia of Downtown Los Angeles and Sage Hyundai. The consumer stated that the advertisement/s aired the weekend of October 1-2, 2016. In the photographs, the on-screen fine print reveals that the prominent payment terms are only available with a large down payment of nearly ten thousand dollars.

47. The first photograph in the email contains prominent terms that advertise three vehicles for $98 per month. The second photograph in the email appears to be an enlargement of the fine print that appears in the first photograph. The original text and an English translation of this print are as follows:

a. "2015 NISSAN ALTIMA Stock#LK18886. VIN#264720. Precio $14,995. Pago mensual $98 más impuesto y cargos de registro. Compra a 72 meses con 1.99% APR. Enganche $9,995. Oferta valida con crédito aprobado. Una oferta a este precio. Llame o visite al concesionario para todos los detalles de oferta."

b. 2015 NISSAN ALTIMA Stock#LK18886. VIN#264720. Price $14,995. Monthly payment $98 plus tax and registration charges. Purchase at 1.99% APR for 72 months. Down payment $9,995. Offer valid with approved credit. One offer at this price. Call or visit the dealership for all offer details.

Online Reviews

48. During this investigation, FTC staff conducted Internet searches for consumer reviews and complaints relating to Defendants, including several social media sites and Defendants' websites.

Yelp

49. FTC staff reviewed and captured copies of consumer reviews of the Defendants' dealerships posted on Yelp.com.

50. Among the searches performed on Yelp, FTC staff searched for reviews referencing Defendants' advertising, by searching for the term "advertise." True and correct copies of reviews mentioning advertising for Covina Chevrolet, Glendale Infiniti, Glendale Nissan, Kia of Downtown Los Angeles, Universal City Nissan, and West Covina Nissan are attached hereto, respectively as **Att. CD**, **Att. CE**, **Att. CF**, **Att. CG**, **Att. CH**, and **Att. CI**.

51. In addition, FTC staff reviewed and captured publicly available profile pages for Yelp users that posted reviews of Defendants. True and correct copies of selected Yelp profiles and reviews are attached as follows:

a. Ali K. – **Att. CJ**. Ali K. reviewed Glendale Infiniti on July 3, 2013. His review indicates that he has "checked in" at Glendale Infiniti 13 times.

b. Anwar S. – **Att. CK**. Anwar S.'s profile includes reviews of West Covina Nissan dated September 22, 2016, and Sage Hyundai and Glendale Nissan dated September 21, 2016.

c. EL_Muncher G. – **Att. CL**. EL_Muncher G. reviewed Universal City Nissan on December 30, 2015, and October 8, 2015. His most recent review indicates that he has "checked in" at Universal City Nissan 152 times. El_Muncher G.'s profile picture depicts him wearing a badge with the name Alexander.

d. German F. – **Att. CM**. German F.'s profile picture includes an updated review of Universal City Nissan dated March 17, 2016.

e. Jomari S. – **Att. CN**. Jomari S.'s profile includes a review of Glendale Infiniti dated September 28, 2013.

f. Maysah "Maya" F. – **Att. CO** (selected pages). Maysah F.'s profile

includes the following:

i. A review of Glendale Nissan dated September 22, 2016;

ii. A review of Sage Hyundai dated April 28, 2016; and

iii. A review of Kia of Downtown Los Angeles dated December 28, 2013, and updated July 21, 2015. Her most recent review of Kia of Downtown Los Angeles indicates that she has "checked in" 7 times.

g. Emil M. – **Att. CP**. Emil M.'s profile includes a review of West Covina Nissan on March 3, 2015. Emil M. also reviewed Universal City Nissan on August 14, 2015.

h. Fauzia G. – **Att. CQ**. Fauzia G.'s profile includes a review of West Covina Nissan on February 27, 2015.

i. Syed U. – **Att. CR**. Syed U.'s profile includes a review of West Covina Nissan on February 27, 2015.

j. Victor V. – **Att. CS** (selected pages). Victor V.'s profile includes the following:

i. A review of Glendale Nissan on June 27, 2016, showing 9 check-ins;

ii. A review of Sage Pre-Owned on October 21, 2015, showing 3 check-ins;

iii. A review of Universal City Nissan on July 13, 2015, showing 127 check-ins; and

iv. A review of Kia of Downtown Los Angeles, updated most recently on January 17, 2015, showing 32 check-ins.

52. Around April 13, 2016, while monitoring the website for new reviews, I observed that Yelp had posted a consumer alert for Defendant Universal City Nissan, explaining that "[a] number of positive reviews for this business originated from the same IP address. . . . [and] we wanted to call this to your attention

because someone may be trying to artificially inflate the rating for this business." I captured a screenshot of the consumer alert, and a true and correct copy of which is attached at **Att. CT.**

53. In response to an FTC request for reviews associated with this consumer alert, Yelp produced copies of several reviews originating from the IP address 45.59.219.132, along with a declaration certifying to the authenticity of the records by its custodian of records. True and correct copies of Yelp's response and the declaration are attached at **Att. CU**.

54. In response to the CID, Defendants produced electronically stored information, including materials relating to Yelp reviews. True and correct copies of two such communications involving Individual Defendant Joe Schrage are attached hereto, as **Att. CV** and **Att. CW**. The e-mails indicate that at least one of Defendants' employees used a Gmail account to conduct business.

55. I also accessed Yelp's Terms of Service. The Terms of Service state, in part, that "You alone are responsible for Your Content, and once published, it cannot always be withdrawn," and that Yelp "reserve[s] the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you." A true and correct copy of Yelp's Terms of Service page is attached at **Att. CX**.

Facebook

56. FTC staff reviewed and captured copies Defendants' commercial Facebook pages posted on Facebook.com and the consumer reviews included therein. True and correct copies of some of the Facebook pages for Defendants are attached as follows:

a. Sage Covina Chevrolet – **Att. CY**.
b. Sage Hyundai Reviews – **Att. CZ**
c. Sage Hyundai Customer Reviews – **Att. DA**.
d. Sage Pre-Owned North Hollywood – **Att. DB**.

57. FTC staff reviewed the Facebook page for Reviews Reputation. A true and correct copy of the Facebook page for Reviews Reputation is attached as **Att. DC**. Review Reputation's Facebook page indicates that it provides "online reviews, branding and reputation management."

58. In addition, FTC staff reviewed and captured publicly available profile pages and pictures for some of the individuals that posted reviews of Defendants on Facebook. In some cases, the individual's Facebook profile indicated his or her place of employment. True and correct copies of selected Facebook profiles and pictures are attached as follows:

a. Alexander Garcia – **Att. DD**. Mr. Garcia's profile indicates that he works for Defendant Universal City Nissan. Mr. Garcia's Facebook page also included the following:

   i. A photograph of his Universal City Nissan business card which lists what appears to be a personal Gmail address and cell phone number; and

   ii. A photograph which appears to match the Yelp profile photo for EL_Muncher G. described above in paragraph 51c. True and correct copies of the photographs are attached as **Att. DE** and **Att. DF**, respectively

b. Anthony Lara – **Att. DG**. Mr. Lara's profile indicates that he has worked for Kia of Downtown Los Angeles from May 2015, to the present.

c. Anwar Saleh – **Att. DH**. Mr. Saleh's profile indicates that he has been a sales manager for Kia of Downtown Los Angeles from 2014, to the present.

d. Bassem Balaa – **Att. DI**. Mr. Balaa's profile indicates that he has been a desk manager for Kia of Downtown Los Angeles from January 20, 2014, to the present.

e. Chevy Guy – **Att. DJ**. Mr. Guy's profile indicates that he works for Covina Chevrolet.

f. Emil Mkrtchyan – **Att. DK**. Mr. Mkrtchyan's profile includes contact information for Defendant Universal City Nissan.

g. Mike Sage Schrage – **Att. DL**. Mr. Schrage's profile indicates that he has been VP, Director of Operations for Universal City Nissan, Sage Automotive Group from June 1980, to the present.

h. Tony Ly – **Att. DM**. Mr. Ly's profile indicates that he is the Director of Client and Partnership for Reviews Reputation.

i. Victor Villalobos – **Att. DN**. Mr. Villalobos's profile indicates that he is or was a desk manager for Glendale Nissan, a sales manager for Universal City Nissan, and a sales manager for Kia of Downtown Los Angeles.

59. Based only on a review of publicly available information as of October 3, 2016, at least six of the seven reviews appearing on the Sage Pre-Owned Facebook page appear to be by employees or agents of Defendants.

60. Based only on a review of publicly available information as of October 3, 2016, at least five of the eight, five-star reviews of Sage Hyundai appear to be by employees or agents of Defendants.

61. Based only on a review of publicly available information, at least 12 of the 65 five-star reviews of Kia of Downtown Los Angeles as of October 3, 2016 appear to be by employees or agents of Defendants.

62. In addition, one employee, Syed Ullah, posted public photos of his family, and FTC staff captured true and correct copies of some of them. By comparing the family photos and other publicly available information on Facebook, it appears that Mr. Ullah's wife is the same person as depicted in Fauzia G's Yelp review. For privacy reasons, the photographs are not attached hereto but are available upon request.

63. I also accessed Facebook's Terms of Service. A true and correct copy of Facebook's Terms of Service page is attached at **Att. DO**.

Google

64. FTC staff's investigation also revealed that Google included consumer reviews of Defendants. True and correct copies of selected Google reviews found for some of the Defendants are attached as follows:

a. Universal City Nissan – **Att. DP**.

b. Sage Hyundai – **Att. DQ**.

65. FTC staff also accessed Google's Terms of Service and Review Policy. True and correct copies of Google's Terms of Service and Review Policy are attached, respectively, at **Att. DR** and **Att. DS**.

Defendants' Websites

66. As part of the investigation, FTC staff found that Defendants' websites have included reviews from the third party websites described above. For example, the landing page for Defendant Kia of Downtown's website, www.kiaofdtla.com, includes a "Review" link that opens a pop-up window of "consumer" reviews collected from ten different online websites. A true and correct copy of portions of Kia of Downtown's website are attached at **Att. DT**. A true and correct copy of portions of Universal City Nissan's website is attached at **Att. DU**.

67. Additionally, FTC staff captured Defendants' webpages that identified employees or staff. True and correct copies of these pages for Defendants Glendale Infiniti and Kia of Downtown are attached, respectively, as **Att. DV** and **Att. DW**.

Digital Air Strike

68. In response to the CID, Defendants produced some communications between Defendants and Digital Air Strike.

69. According to its website, digitialairstrike.com, Digital Air Strike is a company offering social media and reputation management services. Digital Air

Strike also has conducted an annual survey called "Automotive Social Media Trends Study." Digital Air Strike's 2015 survey found that 50 percent of those surveyed "ranked review sites as the most influential dealership selection tool[.]" The press release is available at http://digitalairstrike.com/digital-air-strike-releases-2015-social-media-trends-study-for-the-automotive-industry, and a true and correct copy of the press release is attached hereto, as **Att. DX**.

70. A review of the documents produced by Defendants shows that Digital Air Strike has notified Defendants, including Individual Defendants, about consumer reviews. Additionally, in some cases, Defendants' employees have forwarded these communications to one or more Individual Defendants. True and correct copies of four such communications are attached hereto, as **Atts. DY-EB**.

71. Michael Schrage, for example, was copied on a response to a consumer who responded to a Digital Strike survey that Universal City Nissan charged over $1,500 more than the advertised price. *See Att. DY*; *see also Att. DZ* (review referencing mailed advertisements offering to purchase used vehicles).

72. In another communication, Michael and Leonard Schrage received notification from Digital Strike of negative reviews for Mercedes-Benz of Valencia. *See Att. EA*. Michael Schrage forwarded the communication to Joseph Schrage. *Id.* The e-mail also indicates that Defendants and their employees or agents used personal e-mail addresses to conduct business, such as Me.com, an email service provided by Apple.

73. Additionally, Digital Air Strike escalated a Facebook review regarding possible unauthorized add-ons and yo-yo practices to Michael Schrage and two Universal City Nissan employees, stating, "Due to the content in this review I felt it was best to notify you before responding. Please let me know how you would like to proceed." *See Att. EB*.

LinkedIn

74. I conducted internet searches for some of the individuals identified in the reviews described above. A number of the search results included links to LinkedIn profiles. True and correct copies of selected LinkedIn profiles are attached as follows:

a. Syed Ullah – **Att. EC**. Mr. Ullah's profile indicates that he has been the General Sales Manager for Sage Covina Chevrolet with experience in F&I ("finance and insurance") training and compliance. He also has been director of e-commerce and finance director for Sage Auto Group since June 2011.

b. Alexander Garcia – **Att. ED**. Mr. Garcia's profile indicates that he has been an Internet Sales Manager for Universal City Nissan since October 2013.

c. Emil Mkrtchyan – **Att. EE**. Mr. Mkrtchyan's profile indicates that he has responsibility for F&I and Sales for Universal City Nissan and previously served as the Internet Sales manager for West Covina Nissan.

d. German Flores – **Att. EF**. Mr. Flores' profile indicates that he is a Desk Manager at Universal City Nissan. Mr. Flores has also been the Desk Manager for Sage Covina Chevrolet and the Internet Director at Glendale Nissan.

e. Tony Ly – **Att. EG**. Mr. Ly's profile indicates that he is Director of Client-Partnership Services at ReviewsReputation.

Consumer Sentinel Complaints

75. The FTC maintains a consumer complaint database, known as the Consumer Sentinel Network ("Sentinel"). The database contains complaints that consumers

file directly with the FTC and complaints that other law enforcement authorities and consumer protection organizations receive and forward to the FTC. Given the vast number of complaints from numerous sources, Sentinel complaints are purged from the database five years after submittal.

76. Based on the FTC's experience, some consumers may not be aware that the conduct they have experienced violates the FTC Act, or other consumer protection laws. Additionally, some consumers may not know where to complain or may complain directly to the business or another source. For those reasons, the total number of consumer complaints the FTC receives understate the extent to which the practices violate the law.

77. FTC staff reviewed Sentinel complaints and identified consumers that filed complaints concerning the practices alleged in the FTC's complaint, including Defendants' advertising, sales, and financing practices. The complaints involving Defendants advertising include the following:

a. Romelia F. filed a complaint stating that West Covina Nissan mailed her a "special offer in which they promise to paid full amount if you Trade-in & Early Lease Termination" but West Covina did not do so because it added the negative equity to the loan.

b. Stefanie W. filed a complaint stating Universal City Nissan was advertising $55 down and $55 monthly car payments but Universal City Nissan demanded a $7,000 down payment.

c. An anonymous consumer filed a complaint on April 14, 2013 about a West Covina Toyota commercial on Channel USA advertising $88 down and $88 per month to lease a Toyota Siena but the payments were much higher.

Lawsuits

78. In response to the CID, Defendants produced electronically stored information, including materials relating to lawsuits involving Defendants. True and correct copies of two such communications and attachments involving Individual Defendants are attached hereto, as **Atts. EH–EI**.

79. During the investigation, FTC staff separately identified additional lawsuits involving Defendants.

80. FTC staff obtained documents from *Hernandez v. West Covina Nissan, LLC*, Case No. BC562734 (L.A. Ca. Sup. Ct. filed Nov. 4, 2014). In that action, I found that plaintiff filed a motion for sanctions based on allegations of document destruction and spoliation. On July 19, 2016, the court granted plaintiff's motion, "find[ing] this instance of evidence spoliation to be sufficiently serious to justify the imposition of the entire amount sought in sanctions." As a result the court also precluded Defendant West Covina Nissan from proffering any evidence contrary to Plaintiff's evidence. A true and correct copy of the court's order is attached hereto as **Att. EJ**.

81. The FTC also obtained documents from *Schrage v. Schrage*, *et. al.*, Case No. BC579623 (L.A. Ca. Sup. Ct. filed Apr. 23, 2015). Defendant Leonard Schrage filed the lawsuit against Defendants Michael and Joseph Schrage seeking to dissolve and unwind the various dealership entities because of alleged mismanagement and self-dealing by his two brothers. During the course of litigation, the state court found that the Defendants acted as a common enterprise and issued an injunction, requiring a court-appointed independent examiner, after finding "self-dealing, including misappropriating $1.7 million" from the enterprise

to fund a private Lotus dealership. True and correct copies of the court's order and preliminary injunction are attached respectively as **Att. GH** and **Att. EK**. Additionally, true and correct copies of declarations relating to the proceedings are attached hereto as follows:

a. Declaration of Leonard Schrage in Support of Motion for Appointment of Receiver (Aug. 18, 2015) – **Att. EL**.
b. Supplemental Declaration of Lacinda Cooper in Support of Opposition to *Ex Parte* Application to (1) Continue Hearing on Motion for Receivership, and (2) Seal Documents (Aug. 21, 2015) – **Att. EM**.
c. Declaration of Joseph Schrage in Opposition to Plaintiff Leonard Schrage's Motion to Appoint Receiver (Oct. 22, 2015) without exhibits – **Att. EN**.
d. Declaration of Michael Schrage in Opposition to Plaintiff Leonard Schrage's Motion to Appoint Receiver (Oct. 22, 2015) without exhibits – **Att. EO**.
e. Declaration of Leonard Schrage in Support of *Ex Parte* Application for an Order to Show Cause Re: Preliminary Injunction Barring Defendants Michael and Joseph Schrage from Management (Aug. 10, 2016) with selected exhibits – **Att. EP**.

Any exhibits to the declarations not presently provided are available upon request.

82. Defendant Leonard Schrage filed an opposition to Defendant Michael and Joseph Schrage's *Ex Parte* Application for Stay of All Proceedings in the *Schrage* litigation. The opposition states, "Over the past several weeks, Leonard has learned (as has the Examiner appointed by Judge Chalfant) that Michael and Joseph have secretly opened several new entities under the 'Sage' banner and have transferred Company funds there in plain violation of Judge Chalfant's injunction…" A true and correct copy of the opposition is attached hereto at **Att. EQ**.

83. A court-appointed independent examiner in the *Schrage* litigation issued an April 6, 2016, report indicating that certain Defendants, including Michael and Joseph Schrage, continue to commingle or divert corporate funds for improper purposes in violation of an injunction. The examiner also found that one Defendant made false statements and fabricated documents to disguise the nature of certain transactions. As a result, the court-appointed independent examiner has filed an *ex parte* application with the state court. True and correct copies of the application, the supporting declaration of the examiner, and the court order granting the application are attached hereto as **Atts. ER-ET**.

84. Furthermore, the FTC obtained a copy of a lawsuit filed by Nissan North America ("NNA") against Defendant West Covina Nissan on August 9, 2016. In its complaint, NNA alleges that, since at least January 1, 2013, West Covina Nissan engaged in a "massive scheme to defraud" NNA "out of millions of dollars by submitting fraudulent warranty and repair claims. . ." that "were invented out of whole cloth simply as a way of obtaining money from NNA unlawfully." A true and correct copy of NNA's complaint without the exhibits is attached hereto as **Att. EU**. The exhibits are available upon request.

City of Los Angeles Attorney

85. In response to the FTC's CID, Defendants produced a letter from the City of Los Angeles City Attorney dated November 20, 2013. The letter was sent to Defendants Leonard Schrage and Universal City Nissan notifying them that the City Attorney had observed certain types of advertisements involving rebates, discounts, and sales prices that it deemed to be misleading and unlawful. A true and correct copy of the City of Los Angeles letter by in response to the CID is attached hereto as **Att. EV**.

FTC Actions

86. The FTC has been pursuing auto dealers for deceptive and unfair conduct for

decades. Since 2011, the FTC has brought more than 25 cases.

87. In 2012, the FTC brought five actions against dealers that advertised they would pay off a consumer's trade-in no matter what they owed on the trade.

88. In 2013, the FTC brought actions against dealers that advertised vehicles and discounts and rebates that were not generally available to typical consumers.

89. In 2014, the FTC participated in Operation Steer Clear – "a coast-to-coast law enforcement sweep focusing on deceptive TV, newspaper, and online claims about auto sales, financing, and leasing." True and correct copies of the press releases about Operation Steer Clear are attached as **Att. GE** (FTC Announces Sweep Against 10 Auto Dealers (Jan. 9, 2014)), and **Att. GF** (FTC Approves Final Consent Orders in Deceptive Auto Dealers' Ad Cases (May 6, 2014)).

90. In 2015, the FTC brought six cases as part of the Operation Ruse Control Sweep – 252 law-enforcement actions by the FTC's federal, state, and international partners. A true and correct copy of the press release about Operation Ruse Control is attached as **Att. GG** (FTC, Multiple Law Enforcement Partners Announce Crackdown on Deception, Fraud in Auto Sales, Financing and Leasing (Mar. 26, 2015)).

91. True and correct copies of the complaints and consent orders for several of the FTC actions as well as the allegations involved in each action are detailed and attached in the tables below:

a. Deceptive Ads Regarding Low Down Payments and Low Monthly Payments

Case Name	Date	Allegations involved	Atts.
In re Infiniti of Clarendon Hills, Inc.	5/6/2014	advertising that consumers could pay $0 up-front to lease a vehicle when, in fact, the advertised amounts excluded substantial fees and other amounts	EW-EX

In re New World Auto Imports, Inc.	5/6/2014	TILA and CLA violations for failing to disclose or to disclose clearly and conspicuously required credit information	EY-EZ
In re Nissan of South Atlanta, LLC	5/6/2014	advertising that consumers could finance a purchase with low monthly payments when, in fact, the payments were temporary and would increase, and consumers would owe much higher amounts	FA-FB
In re Norm Reeves, Inc.	5/6/2014	advertising that consumers could pay $0 up-front to lease a vehicle when, in fact, the advertised amounts excluded substantial fees and other amounts	FC-FD
In re Paramount Kia of Hickory, Inc.	5/6/2014	advertising that consumers could finance a purchase with low monthly payments when, in fact, the payments were temporary "teasers" and consumers would owe much higher amounts	FE-FF
In re TXVT Ltd. P'ship	2/13/2015	advertising enticing prices, lease or finance terms, and promotions that the dealership attempted to disclaim using small text in print and video advertisements	FG-FH
In re City Nissan, Inc.	5/29/2015	advertising that consumers could pay $0 up-front to lease a vehicle when, in fact, the advertised amounts excluded substantial fees and other amounts	FI-FJ

b. Offers for Purchase that are Actually Lease Offers

Case Name	Date	Allegations involved	Atts.
In re Collins Buick	5/10/1993	advertising payment amounts or other payment terms but failing to disclose that the transaction advertised was a lease	FK
In re Dunphy Nissan, Inc.	2/11/2000	advertising down and monthly payment amounts in main advertisement text but not referring to "lease" until fine print	FM-FN
In re Northeast Auto Outlet, Inc.	2/11/2000	advertising monthly payment amounts in main advertisement text but not referring to "lease" until fine print	FO-FP
In re TC Dealership, LLP	10/20/2015	advertising monthly payment amount and "50% off" in main advertisement text but not referring to "lease" until fine print	FQ-FR
In re JS Autoworld, Inc.	10/20/2015	advertising down and monthly payment amounts in main advertisement text but not referring to "lease" until fine print	FS-FT

c. Offers Not Generally Available to Consumers

Case Name	Date	Allegations involved	Atts.
In re Timonium Chrysler, Inc.	2/11/2014	advertisements touting "dealer discounts" and "internet prices" that failed to disclose adequately that consumers would need to qualify for a series of smaller rebates not generally available to them and that, in many instances, even if a consumer qualified for all the rebates, the cost of the vehicle was still greater than the advertised price	FU-FV
In re Ganley Ford West, Inc.	2/11/2014	advertisements that failed to disclose that advertised discounts generally only applied to more expensive versions of advertised vehicles	FW-FX
In re Jim Burke Auto., Inc.	5/29/2015	advertising discounts and prices that failed to disclose adequately that consumers would need to qualify for a series of rebates not generally available to them	FY-FZ
In re TT of Longwood, Inc.	7/10/2015	advertising discounts and prices that failed to disclose adequately that consumers would need to qualify for a series of rebates not generally available to them	GA-GB

d. Paying Off Negative Equity that is Actually Rolled into the Amount Financed for the New Vehicle

Case Name	Date	Allegations involved	Atts.
In re Billion Auto, Inc., et al.	12/12/2014	Representations when consumer trades in used vehicle, dealer pays off loan balance and consumer has no remaining obligation for loan.	GC-GD
In re Ramey Motors, Inc.	5/11/2012	Representations when consumer trades in used vehicle, dealer pays off loan balance and consumer has no remaining obligation for loan.	GI-GJ
In re Frank Meyers AutoMaxx, LLC	5/11/2012	Representations when consumer trades in used vehicle, dealer pays off loan balance and consumer has no remaining obligation for loan.	GK-GL

e. Violations of the Truth in Lending Act and the Consumer Leasing Act

Case Name	Date	Allegations involved	Atts.
In re New World Auto Imports, Inc.	5/6/2014	TILA and CLA violations for failing to disclose or to disclose clearly and conspicuously required credit information	EY-EZ
In re Infiniti of Clarendon Hills, Inc.	5/6/2014	advertising that consumers could pay $0 up-front to lease a vehicle when, in fact, the advertised amounts excluded substantial fees and other amounts	EW-EX

Redaction of Information

92. Personal identifying information, such as photographs, phone numbers, social security numbers, and account numbers have been redacted from the Attachments to this declaration.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made in this declaration are true and correct.

Executed in Washington, D.C., on October 6, 2016.

Joseph D. Weber, Jr.