

DEPARTMENT OF CONSUMER AFFAIRS
OF THE CITY OF NEW YORK

DEPARTMENT OF CONSUMER AFFAIRS
OF THE CITY OF NEW YORK,

Complainant,

-against-

BAY RIDGE VOLVO-AMERICAN INC.,

BAY RIDGE VOLVO-AMERICAN INC. D/B/A
BAY RIDGE HONDA,

BAY RIDGE VOLVO-AMERICAN INC.,

Respondents.

CONSENT ORDER

Violation No. LL 5164555
License No. 0414632

Violation No. PL 5289101
License No. 1381183

Violation No. PL 5289100

1. Bay Ridge Volvo-American Inc., 8801-9 4th Avenue, Brooklyn, NY 11209, Bay Ridge Volvo-American Inc. d/b/a Bay Ridge Honda, 8902 4th Avenue, Brooklyn, NY 11209, and Bay Ridge Volvo-American Inc., 8910 4th Avenue, Brooklyn, NY 11209, (collectively, "Respondents") consent to a final consent order ("CO") with the New York City Department of Consumer Affairs (the "Department") in the above-captioned matter.
2. Respondents are second-hand dealers as defined by Sections 20-264 et seq. of Title 20, Chapter 2, Subchapter 11 of the New York City Administrative Code ("the Second-Hand Dealer Law"), and deal in the purchase and sale of second-hand automobiles.
3. Stevan H. LaBonte on behalf of LaBonte Law Group, as Attorney for Respondents, represents and warrants that he is authorized to settle this action, and to enter into a final CO with the Department on behalf of the Respondents.
4. Respondents acknowledge that the Department duly served Bay Ridge-Volvo American Inc. located at 8801-9 4th Avenue, Brooklyn, NY 11209, with the above-captioned Amended Notice of Hearing ("NOH") on June 27, 2012, which cited Respondents with violating the Second-Hand Dealer Law (Sections 20-264 et seq. of the New York City Administrative Code (the "Code")), the Consumer Protection Law (Sections 20-700 et seq. of the Code), the License Enforcement Law (Sections 20-101 et seq. of the Code), the Second-Hand Dealer Rules (Sections 2-101 et seq. of the Rules of the City of New York (the "Rules")), the Consumer Protection Rules (Sections 5-01 et seq. of the Rules), and the License Enforcement Rules (Sections 1-01 et seq. of the Rules).
5. Respondents acknowledge that the Department duly served Bay Ridge Volvo-American Inc. d/b/a Bay Ridge Honda, located at 8902 4th Avenue, Brooklyn, NY 11209, and Bay Ridge Volvo-American Inc., located at 8910 4th Avenue, Brooklyn, NY 11209, with the above-captioned Notices of Hearing on January 3, 2012, which cited Bay Ridge Volvo-American Inc. d/b/a Bay Ridge Honda located at 8902 4th Avenue, Brooklyn, NY 11209, and Bay Ridge Volvo-American

Inc located at 8910 4th Avenue, Brooklyn, NY 11209, with violating Section 20-265 of the Second- Hand Dealer Law.

I. DEFINITIONS

6. For the purposes of this CO, the following definitions apply:
- a. “Advertisement” or “Advertisements” mean all labels, packaging, promotional materials, statements, visual descriptions, or other representations of any kind disseminated in print, orally, or electronically by or on behalf of Respondents to New York City consumers including, but not limited to, mailings, postcards, signs, flyers, hand-outs, brochures, banners, billboards, window signs, in-store signs, store-front signs, newspaper print advertisements, television advertisements, radio advertisements and internet advertisements.
 - b. “Clear and conspicuous” and “clearly and conspicuously” with respect to disclosure of material exclusions, reservations, limitations, modifications or conditions on an advertising statement, shall mean that the disclosure is made in a manner that is readily apparent and understandable by an ordinary person from any distance from which a consumer is able to view the main message of the advertisement and complies with Sections 5-06 and 5-09 of the Rules. Considerations relevant to whether a disclosure is clear and conspicuous include, but are not limited to, use of plain language, relative type size, font, color contrast, location within an advertisement, and proximity to the statement or representation to which it applies. In addition,
 - i. in print advertisements and mailings, the material disclosure, representation or term shall be presented in a manner that is easy to read and placed reasonably near the statement that it modifies; and
 - ii. in radio advertisements, the disclosure, representation, or term shall be made reasonably soon after the statement that it modifies and at a volume and speed likely to be understood by an ordinary listener.
 - c. “Sales Representative” shall mean any person who, through direct employment relationship, independent contract or otherwise, has been made responsible by Respondents, expressly or impliedly, orally or in writing, for selling, offering for sale, or disseminating information about Respondents’ goods or services to consumers.
 - d. “Effective Date” shall mean the date this CO is signed and executed by the Department and Respondents.

II. INJUNCTIVE RELIEF

A. REQUIRED CONDUCT

7. Respondents shall comply fully with all relevant laws and rules related to second-hand automobile dealers in New York City including, but not limited to, the Second-Hand Dealer Law (Sections 20-264 et seq. of the Code), the Consumer Protection Law (Sections 20-700 et seq. of the Code), the License Enforcement Law (Sections 20-101 et seq. of the Code), the Second-Hand Dealer Rules (Sections 2-101 et seq. of the Rules), the Consumer Protection Rules (Sections 5-01 et seq.

of the Rules), and the License Enforcement Rules (Sections 1-01 et seq. of the Rules). Respondents shall also comply with all applicable state and federal law, including but not limited to the Federal Trade Commission's ("FTC") Trade Regulation Rule on the Sale of Used Motor Vehicles ("Used Car Rule"), 16 C.F.R. Section 455. Nothing in this CO shall be construed to lessen or alter Respondents' obligations with regard to statutes and rules not specifically cited in this CO.

8. Respondents shall record all purchases, sales, and disposals of all second-hand automobiles in a book ("Police Book") in the form and manner and at the time required under Section 20-273 of the Code.

B. MATERIAL DISCLOSURES

9. Respondents shall ensure that all material disclosures required by the Consumer Protection Law are clear and conspicuous.
10. Respondents shall disclose clearly and conspicuously all material terms, exclusions, reservations, limitations, modifications, qualifications or conditions made to any advertisement, and the disclosures shall be in a type size at least one-third as high and one-third as broad as the largest print used in the advertisements.
11. Respondents shall disclose clearly and conspicuously all conditions made on a free offer near the word free in all advertisements.
12. In the case of Respondents' advertisements disseminated by means of an interactive electronic medium such as software, the Internet, or online services, a disclosure made through the use of a hyperlink shall not be deemed clear and conspicuous unless the hyperlink itself is clear and conspicuous, is clearly identified as a hyperlink, is labeled to convey the nature and relevance of the information it leads to, is on the same webpage, online service page, or other electronic page and near the representation it modifies, and takes the consumer directly to the disclosure on the click-through electronic page or other display window or panel.

C. PRICE

13. Respondents shall either list the purchase price of each vehicle offered for sale in an advertisement or provide that Respondents will provide the purchase price of the vehicle upon phone inquiry by using the designation "call for price." The purchase price that Respondents cite either in an advertisement or in response to a call for price shall be the actual purchase price of the vehicle and shall include all charges connected with the sale of the car exclusive of registration, title, and taxes and shall be the maximum charge to the consumer.
 - a. When Respondents list the purchase price of a vehicle in an advertisement, the price shall be disclosed clearly and conspicuously.
 - b. When Respondents use the designation "call for price" with respect to a vehicle in an advertisement, they shall maintain a record in the form of a log of every call made to Respondents requesting the price of the vehicle. For each call, Respondents shall record the following information in separate fields:
 - i. Date of call;

- ii. Time of call;
- iii. Name of employee who answered the call;
- iv. Name of caller;
- v. Caller phone number;
- vi. Date and medium of the advertisement with the call for price designation;
- vii. Stock number of the vehicle that is the subject of the call; and
- viii. Purchase price quoted by the person answering the call.

14. Respondents shall only advertise sales, discounts, and reductions that are offered at a reduction or savings of at least 5 percent from the price to which the advertiser's or specific item's price is being compared.

D. FINANCING

15. Whenever publishing advertisements containing credit that is not open end credit, the Respondents shall comply with all applicable federal, state and local laws relating to consumer credit including, but not limited to, Section 144 of the federal Truth in Lending Act, 15 U.S.C. § 1664; Section 226.24 of Regulation Z, 12 C.F.R. § 226.24; the Consumer Protection Law; and Sections 5-09 and 5-21 of the Rules.
16. Whenever publishing advertisements that promote financing terms with minimum eligibility requirements, the Respondents shall disclose clearly and conspicuously the terms and conditions of qualification for such financing terms.
17. Whenever publishing advertisements offering financing options, the Respondents shall disclose clearly and conspicuously that not all consumers qualify for financing at the advertised rate and terms.
18. Whenever publishing advertisements containing credit that is not open end credit and containing the number of payments, the amount of a payment (such as "\$100 monthly), the amount of any finance charge or the period of repayment, the Respondents shall also include in the advertisements 1) the down payment, 2) the terms of repayment, 3) the rate of the finance charge expressed as an annual percentage rate, and, if the rate may be increased after consummation.

E. LICENSING REQUIREMENTS

19. Respondents shall obtain a license for any location that is dealing in the purchase and sale of secondhand automobiles as required by Section 20-265 of the Code or shall immediately cease the defined activity in accordance with the Second-Hand Dealer Law.
20. If Respondent fails to complete and file an application for a second hand automobile dealer license within five (5) business days of the execution of this CO, Respondent agrees to, and does hereby, waive all rights to object to the imposition of an additional \$5,000.00 fine for past unlicensed second hand automobile dealer activity.
21. If Respondent engages in any further future unlicensed second hand automobile dealer activity, the Department of Consumer Affairs, without further notice, shall be entitled to seal or render inoperable Respondent's second hand automobile dealer business premises and impose fines of up to \$100.00 per day for each day of unlicensed activity.

F. PROHIBITED CONDUCT

22. Respondents shall not publish or cause to be published advertisements for vehicles after the vehicles have been sold.
23. Respondents shall not publish or cause to be published advertisements that contain statements that are false, misleading, or deceptive.
24. Respondents shall not publish or cause to be published advertisements for vehicles that are not recorded in Respondents' Police Books.
25. Respondents shall not publish or cause to be published advertisements without including the license numbers for each dealership.
26. Respondents shall not publish or cause to be published advertisements that contain incorrect or unofficial trade names of Respondents' dealerships.
27. Respondents shall not publish or cause to be published advertisements that contain false or misleading stock numbers for the vehicles offered for sale.
28. Respondents shall not publish or cause to be published advertisements that contain footnotes or statements, which alone or in combination, contradict or confuse a principal message or that contain contradictory or ambiguous statements, which alone or in combination, contradict or confuse a principal message. All footnotes or statements shall be disclosed clearly and conspicuously.
29. Respondents shall not publish or cause to be published advertisements that state or imply, directly or indirectly, that an offer of products or services applies to all vehicles where such offer is limited by specific eligibility requirements or to specific vehicles.
30. Respondents shall not offer free items that are contingent upon the purchase of an item that is usually sold at a price negotiated with consumers and Respondents shall not publish or cause to be published advertisements that contain these offers.
31. Respondents shall not publish advertisements or conduct any activity as defined by Section 20-264 of the Code for which it does not hold a license.

G. POLICIES, PROCEDURES AND TRAINING

32. Within thirty (30) days of the Effective Date, Respondents shall provide a copy of this CO to all employees, independent contractors and other individuals and entities responsible for developing Respondents' advertisements that are published or caused to be published in New York City.
33. Respondents shall develop and implement training for all employees with responsibilities related to the advertising of used vehicles consistent with the terms of this CO within fifteen (15) days of its development. Such employees hired after the date of such training(s) shall be provided with training within fifteen (15) days of their start dates. Respondents shall maintain attendance sheets for all advertising employee trainings.

34. Respondents shall provide all employees with a copy of the Respondents' Employee Compliance Guidelines, annexed to this CO as Exhibit 1, and ensure that the employees comply with the requirements of this CO and the laws and rules applicable to the Respondents in New York City.
35. Respondents shall provide all employees independent contractors and other individuals and entities responsible for developing Respondents' NYC advertisements, with a copy of the Used Car Advertiser Guidelines, annexed to this CO as Exhibit 2.
36. Respondents' Sales Representatives shall not make any statements to NYC consumers that substantially conflict with the material requirements of this CO.
37. Respondents' policies shall provide that Respondents implement appropriate disciplinary measures against Sales Representatives who fail to comply with material requirements of this CO.

III. COMPLIANCE

38. For a period of two (2) years from the Effective Date, the Department shall monitor compliance with the terms of this CO as set forth below.
39. Upon execution of this CO, Respondents shall appoint a Compliance Officer to monitor and execute compliance with this CO. The Compliance Officer shall have the authority and knowledge to respond to any and all inquiries by the Department and the independent Compliance Monitor appointed pursuant to Section IV of this CO regarding compliance with this CO.
40. Respondents shall provide to the Department within one week of executing this CO the name, address, direct telephone number, and e-mail address of the Compliance Officer.
41. Within three months of the execution of this Consent Order and every six months thereafter for the term of the CO, the Compliance Officer shall prepare and send to DCA a notarized affidavit that details the actions Respondents have taken to ensure adherence to the laws, rules, policies, procedures, trainings and practices set forth in this CO.
42. If the identity of such Compliance Officer changes, Respondents shall provide to the Department the name, title, telephone number, address and e-mail address of the replacement Compliance Officer within ten (10) days of such change.
43. Within fifteen (15) days of execution of this CO, the Compliance Officer shall:
 - a. Provide a copy of this CO to the principals, corporations, partners, owners and managers of all Second-Hand Automobile Dealers licensed by the Department which share in common with Respondents any of the following: 1) principals, 2) parent corporations, 3) partners, 4) managers, and 5) beneficial owners of ten (10) percent or more of the stock in Respondents.
 - b. Submit to the Department a notarized affidavit:
 - i. listing all principals, corporations, partners, owners and managers of all Second-Hand Automobile Dealers licensed by the Department which share in common with Respondents any of the following: 1) principals, 2) parent corporations, 3) partners,

- 4) managers, and 5) beneficial owners of ten (10) percent or more of the stock in Respondents; and
- ii. detailing the actions Respondents have taken to ensure compliance with the laws, rules, policies, procedures, trainings and practices set forth in this CO.

IV. RECORD RETENTION

- 44. For a period of two (2) years, Respondents shall maintain the following documents, in a manner that is organized and readily accessible, and shall produce said documents to the Department, within fifteen (15) days of the Department's request:
 - a. advertisement orders, advertisement mock-ups, and print-outs of published advertisements and electronic images of web advertisements that appear on Respondents' website or other websites;
 - b. copies of attendance sheets for Sales Representative trainings; and
 - c. copies of complaints Respondents receive regarding Respondents' advertisements.
- 45. Respondents shall store the web advertisements electronically by saving templates of each web page and thumbnail image of a vehicle ("thumbnail image") every time the template for each web page and thumbnail image is altered in any way. Respondents shall save each template web page and thumbnail image electronically as a complete and separate file using the web browser by clicking on "File" and then clicking on "Save As."
 - a. Each web page shall contain a file name using the date the template of the web page is altered and the title of the web page in the following format: year in four digits, month in two digits, day in two digits and the title of the web page. Respondents shall save each file using the ".htm" or ".html" file extension with the Western European (Windows) encoding. For example, if Respondents' template of the web page entitled "Bargains" is altered on January 1, 2012 then the file shall be named "20120101bargains.htm" or "20120101bargains.html."
 - b. Each thumbnail image shall contain a file name using the date the template of the thumbnail image is altered and the make, model, and year of the vehicle in the thumbnail image in the following format: year in four digits, month in two digits, day in two digits and the make, model, and year of the vehicle in the thumbnail image. Respondents shall save each file using the ".htm" or ".html" file extension with the Western European (Windows) encoding. For example, if Respondents' template of the thumbnail image of a 2009 Acura TSX is altered on January 1, 2012 then the file shall be named "20120101AcuraTSX2009.htm" or "20120101AcuraTSX2009.html."
- 46. Respondents shall maintain a Police Book or Sales Log in accordance with Section 20-273 of the Code, and shall produce copies of said Police Book or Sales Log to the Department within five (5) days of the Department's request.
- 47. Respondents shall maintain all documents demonstrating disciplinary action Respondents take in response to any employee's noncompliance with this CO and produce such documents to DCA within fifteen (15) days upon written request.

48. Respondents shall maintain files of all consumer complaints it receives from any NYC residents, directly or via any private entity that receives consumer complaints, including but not limited to, the Better Business Bureau or any governmental agency, including DCA, in a manner that is organized and readily accessible, and shall produce copies of such records upon DCA's request.

V. COMPLIANCE MONITOR

49. Within four weeks of the Effective Date, Respondents shall present to the Department for its approval a proposed independent Compliance Monitor to be hired for a period of one year at Respondents' expense to monitor Respondents' compliance with the terms of this Consent Order and the laws and rules governing second hand auto dealers.
50. Respondent shall allocate \$20,000 to pay for the services of the Compliance Monitor.
51. The Compliance Monitor shall have plenary authority to monitor all aspects of Respondents' compliance with Section I through III of this CO and to require Respondents, their principals, officers, employees and agents to provide all information necessary in the judgment of the Compliance Monitor to fulfill his or her duties. The failure of Respondents to cooperate with the Compliance Monitor shall be deemed a material breach of this CO.
52. The Compliance Monitor shall submit to the Department four (4) quarterly reports of his or her findings concerning Respondents' compliance with each of the provisions of Sections I through III of this CO and shall be authorized to make recommendations to Respondents' concerning compliance.
53. Within two weeks of the submission of the quarterly reports, Respondents' Compliance Officer shall submit a report to the Department detailing the steps Respondents' will take to cure any non-compliance identified in the quarterly report or to implement any recommendation.

VI. FINES AND PENALTIES

54. Respondents shall be fined **eighty thousand dollars (\$80,000.00)** for the violations alleged in the NOH's in these proceedings. Payment shall be made in accordance with the following terms:
- a. At or before execution of this CO, Respondents shall provide to the Department \$20,000 in the form of a bank check, certified check, or money order made payable to "New York City Department of Consumer Affairs;"
 - b. At or before the date four (4) months after execution of this CO, Respondents shall provide to the Department \$20,000 in the form of a bank check, certified check, or money order made payable to "New York City Department of Consumer Affairs;"
 - c. At or before the date eight (8) months after execution of this CO, Respondents shall provide to the Department \$20,000 in the form of a bank check, certified check, or money order made payable to "New York City Department of Consumer Affairs;"
 - d. At or before the date twelve (12) months after execution of this CO, Respondents shall provide to the Department \$20,000 in the form of a bank check, certified check, or money order made payable to "New York City Department of Consumer Affairs;"

- e. All such checks shall be delivered to the New York City Department of Consumer Affairs, 42 Broadway, 8th Floor, New York, New York 10004, ATTN: Sanford M. Cohen;
 - f. If Respondents default in any of the payments required by this paragraph, the entire remaining unpaid amount of the fine shall become immediately due and payable.
55. At or before execution of this CO, Respondents' Chief Operating Officer shall provide an affidavit to the Department affirming that Respondents have allocated **twenty thousand dollars (\$20,000)** for the purpose of the appointment of a Compliance Monitor.
56. Respondents acknowledge that the Department shall seek maximum penalties if Respondents commit any future violation of the Consumer Protection Law, the Second-Hand Dealer Law, the License Enforcement Law, the Consumer Protection Rules, the Second-Hand Dealer Rules, and the License Enforcement Rules.

VII. BREACH

57. Respondents acknowledge that any material breach on the part of Respondents with regard to any of the terms of this CO, if proven, (i) may be deemed grounds for suspension or revocation of Respondents' licenses; (ii) shall be assessed at the maximum penalties allowed by law pursuant to the Consumer Protection Law, the Second-Hand Dealer Law, the License Enforcement Law, the Consumer Protection Rules, the Second-Hand Dealer Rules, and the License Enforcement Rules; (iii) shall be treated as knowing violations; and (iv) may be deemed proof that any person with an equity interest of more than ten (10) percent or more in Respondents, or significant managerial responsibility for the operation of Respondents' business, is not possessed with the integrity, honesty, and fair dealing required of persons who hold a license issued by the Department.

VIII. MISCELLANEOUS

58. This CO shall apply to Respondents, whether acting through Stevan H. LaBonte on behalf of LaBonte Law Group or any other directors, officers, employees, representative agents, assignees, successors, or other business entities, whose acts, practices, or policies are directed, formulated, or controlled by Respondents.
59. Respondents waive the right to a hearing on, or appeal of, the violations alleged in the above-captioned Notices of Hearing against Respondents.
60. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions, which may be necessary or appropriate to give full force and effect to the terms and intent of this CO.
61. The Parties may execute this CO in counterparts, and the execution of counterparts shall have the same effect as if the parties had signed the same instrument. Facsimile and email signatures shall be considered valid signatures as of the date of the CO, but the original signature pages shall be subsequently appended to the CO and filed with the Administrative Tribunal.
62. This CO does not affect the right of individual consumers to bring a civil action for relief pursuant to Section 20-778 of the Code or other laws, including claims relating to the charges set forth in the above-captioned Notice of Hearing, or bar any criminal prosecution of Respondents that may be brought pursuant to Section 20-777(a)(1) of the Code.

- 63. The acceptance of this CO by the Department shall not be deemed approval by the Department of any of Respondents' business practices, and Respondents shall make no representation to the contrary.
- 64. The terms of this Consent Order shall terminate three years after the Effective Date.
- 65. This CO constitutes a final order of the Department.

Dated: ~~November~~ ^{December, 19}, 2013


For the Respondent (Signature) (Date)



Executive Deputy General Counsel

12/20/13



12/19/13

Attorney for Respondents

So Ordered:

Jonathan Mintz
Commissioner

Businesses licensed by the Department of Consumer Affairs (DCA) must comply with all relevant local, state, and federal laws. Copies of New York City licensing and consumer protection laws are available in person at DCA's Licensing Center, located at 42 Broadway, 5th Floor, New York, NY, by calling 311, New York City's 24 hour Citizen Service Hotline, or by going online at www.nyc.gov/consumers.

EXHIBIT 1

BAY RIDGE VOLVO-AMERICAN DEALERSHIPS
EMPLOYEE COMPLIANCE

GUIDELINES

These Guidelines are intended to be observed by all employees of Bay Ridge Volvo-American, Inc. at any location where it engages in second-hand dealing of automobiles ("Bay Ridge Volvo Dealerships"). Your conduct, when performed in the course of your employment, may be attributed to the Bay Ridge Volvo Dealerships, and in such case, the Bay Ridge Volvo Dealerships may be responsible for your conduct. Strict adherence to these Guidelines is a material condition of employment of all employees of the Bay Ridge Volvo Dealerships.

You must comply with, and not act in any way that violates, or contributes to a violation of the following:

1. The Consumer Protection Law, the License Enforcement Law (Section 20-101 et seq. of the Code); and
2. The Second-Hand Dealer Law (Section 20-264 et seq. of the Code).

Copies of these laws and regulations are attached to these Guidelines. These Guidelines shall include any amendments to these laws and regulations. You must also comply with, and not act in any way that violates, or contributes to a violation any future federal, state or city law which applies to the business conducted by the Bay Ridge Volvo Dealerships.

You must not represent in any manner, directly or by implication, to any consumer, that the Bay Ridge Volvo Dealerships are offering for sale any vehicle that had already been sold.

You must not represent in any manner, directly or by implication, to any consumer, that the Bay Ridge Volvo Dealerships are offering for sale any vehicle before it had been purchased.

You must not represent in any manner, directly or by implication, to any consumer, that the Bay Ridge Volvo Dealerships are offering for sale any vehicle that has not been not recorded in the Police Book.

You must not represent in any manner, directly or by implication, to any consumer, that the name of any of the Bay Ridge Volvo Dealerships is anything other than the official trade name.

If there is any reason for you to believe that information in an advertisement or the Police Book is inaccurate, misleading or improbable, you must notify management.

EXHIBIT 2

USED CAR ADVERTISER GUIDELINES

These Guidelines are intended to be observed by all employees of Bay Ridge Volvo-American, Inc. at any location where it engages in second-hand dealing of automobiles (“Bay Ridge Volvo Dealerships”). The following guidelines are presented in order to ensure the Bay Ridge Volvo Dealerships comply with certain laws, rules and regulations of the City of New York, including the New York City Consumer Protection Law (Title 20, Chapter 5, Subchapter 1 of the Administrative Code of the City of New York), and implementing rules (Title 6 of the Rules of the City of New York):

All material terms, exclusions, reservations, limitations, modifications or conditions must be “clearly and conspicuously” disclosed – defined as readily apparent and understandable by an ordinary person and which complies with Sections 5-06 and 5-09 of Title 6 of the Rules of the City of New York. They must be in a type size at least one-third as high and one-third as broad as the largest print used in the advertisements. “Clearly and conspicuously” shall not be satisfied by referring the consumers to a website for a disclosure of material terms, exclusions, reservations, limitations, modifications of conditions made in any print, television or radio advertisements. Factors to be considered for this purpose include, but are not limited to, use of plain language, relative type size, font, color contrast, location within an advertisement, and proximity to the statement or representation to which it applies.

Footnotes or statements, alone or in combination, must not contradict or confuse a principal message or contain contradictory or ambiguous statements which could undercut the effectiveness of the principal message. All footnotes or statements shall be disclosed clearly and conspicuously.

Advertisements must include the DCA license number of the dealership.

Advertisements must not include or imply state or imply, directly or indirectly, that the dealership is named something other than the official trade name of the dealership.

Advertisements must not state or imply, directly or indirectly, that the Bay Ridge Volvo Dealerships are offering for sale any vehicles with certain features, terms or conditions that are not actually being offered for sale.

If there is any reason for you to believe that any information in an advertisement is inaccurate or misleading, you must notify management.