

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
BUREAU OF CONSUMER FRAUDS AND PROTECTION

---

In the Matter of

Investigation by LETITIA JAMES,  
Attorney General of the State of New York,  
of

Assurance No. 25-012

LEGEND NISSAN LTD.

---

**ASSURANCE OF DISCONTINUANCE**  
**PURSUANT TO EXECUTIVE LAW § 63(15)**

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation into unlawful and deceptive charges for the purchase of leased vehicles by Legend Nissan Ltd, dba Legend Nissan (“Legend”) pursuant to General Business Law § 349, General Business Law § 350, Personal Property Law §§ 330-53, and Executive Law § 63(12). This Assurance of Discontinuance (“Assurance”) contains the findings of the OAG’s investigation and the relief agreed to by the OAG and Legend, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

**OAG’s FINDINGS**

***Background***

1. Legend Nissan Ltd, doing business as Legend Nissan, is a licensed dealer for Nissan vehicles, with its principal place of business at 268 Jericho Turnpike, Syosset, NY 11791.
2. Legend operates pursuant to longstanding contractual agreements with Nissan of North America Inc. (“NNA”) and its various subsidiaries, one of which is the Nissan Motor

Assurance Company (“NMAC”), which operates still other companies that arrange for financing for car leasing.

3. Legend offers consumers the option of leasing a Nissan vehicle instead of purchasing it outright.

4. To lease a Nissan vehicle, the consumer executes a lease agreement with a Nissan dealer; the dealer then assigns the lease (and, by extension, the ultimate title to the car) to a third-party financing company; the consumer then makes its lease payments to that third party financing company until the lease term concludes.

5. For Legend during the period in question, the third-party financing company it used for car leases was almost always Nissan Infiniti LT LLC (“NILT”), a subsidiary of NMAC.<sup>1</sup> This investigation solely concerned vehicles leased through NMAC.

6. When the lease term was up, and assuming they had made all the lease payments as promised, consumers are obliged to return to a Nissan dealership and exercise one of three options. First, they can simply return the car to the dealership upon payment of a final “disposition fee” to NMAC. In this situation, NMAC would own the car, and usually would sell the car to the dealership from which the car was leased, or the dealership where the car was returned, to sell on as an ordinary used car. Second, consumers can extend the lease, or lease a different vehicle, with further agreement from the dealer and NMAC. Third, if the lease so

---

<sup>1</sup> Although NILT is the legal assignee of the lease, NMAC administers the leases on NILT’s behalf; for the sake of simplicity, both entities will be collectively called “NMAC.” The Nissan Motor Acceptance Company is a successor to Nissan Motor Acceptance Corporation; although the transition from one legal form to another occurred during the period in question, it changed nothing relevant to the facts at issue here; any reference to “NMAC” should therefore be taken to refer to both enterprises.

provides, consumers have the option to purchase the car outright. The OAG's investigation focused on this third option.

7. Because any vehicle leased through NMAC was owned by NMAC, it is not necessary for consumers who leased their vehicles from one dealer to purchase them through that same dealer (although many consumers understandably did so). Instead, NMAC obligated all its franchised dealers to process exercises of the purchase option, regardless of whether the dealer originated the lease.

***The SignatureLease Makes Specific Promises About the Price of a Purchased Leased Vehicle***

8. Legend used a standard lease form for its auto leases, the "SignatureLease." This same form was used by other Nissan dealers; all leases at issue in this investigation used the same form SignatureLease. The SignatureLease is the governing document setting out the terms of the lease, and is provided to every consumer after it is executed.

9. The SignatureLease set out the process by which the lessee could purchase the leased vehicle. At the time the vehicle was leased, the consumer signed a SignatureLease with the leasing dealership; the consumer and original leasing dealership were the counterparties to the SignatureLease contract. The dealership would then immediately assign (on the very lease document itself) the lease and underlying title to the vehicle to NMAC.<sup>2</sup> When the time came to

---

<sup>2</sup> The SignatureLease reads "Lessor accepts the terms of this Lease and Lessor assigns and transfers to Nissan-Infiniti LT ("NILT") all of Lessors' rights, title, and interest in and to this Vehicle and this lease including all amounts payable thereunder, pursuant to the terms of the applicable written Retailer Agreement between Lessor and Nissan Motor Acceptance Corporation ("NMAC"), the benefits of which have been assigned by NMAC to NILT for purposes of leases assigned to NILT. Any guaranty by Retailer is made notwithstanding the terms of the Retailer Agreement. By signing below, the Lessor accepts the terms and conditions of this Lease."

purchase the vehicle, this process would occur in reverse: pursuant to clause 28(2) of the SignatureLease, “[i]f the Lessee [i.e. the consumer] is purchasing the Vehicle, the Lease and the Vehicle are sold to a dealer, who will then sell the Vehicle to the Lessee.” At the moment of the exercise of the purchase option (that is, the moment that title to the vehicle passed to the consumer), the parties to the Lease would be the consumer on the one hand and the *selling* dealership, even if different from the leasing dealership, on the other.

10. As relevant here, the SignatureLease contains two passages giving customers the right to purchase their leased vehicle.

11. The first passage, in section 6 of the SignatureLease, reads in relevant part “Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the lease term for \$[the residual value of the vehicle, discussed below], and a Purchase Option Fee of \$300. See Section 15.”

12. The second passage, in section 15 of the SignatureLease, reads as follows (emphasis and size differences in original):

You have the option to purchase this Vehicle “AS IS” from the originating dealer, or other location we specify, in cash for the Purchase Option Price, *plus* any official fees and taxes, vehicle inspection costs required in connection with the purchase, and a Purchase Option Fee of **\$300**, which fees, taxes and costs are not included in the Purchase Option Price agreed to in Section 6. If you purchase the Vehicle at the end of the lease term, the Purchase Option Price will be the Residual Value shown in Section 5.d). If you purchase the Vehicle before the end of the lease term, the Purchase Option Price will be the Adjusted Lease Balance disclosed in Section 14). In either case, you must also pay other amounts due under this Lease at the time of purchase.

13. Section 15 explains that if the vehicle is purchased at the end of the lease term, the consumer need only pay the residual value of the vehicle as the Purchase Option Price plus

the \$300 purchase option fee and certain additional sums described below. This makes logical sense, as a car's "residual value" is the value of the car at the end of the lease term after taking into account depreciation and lease payments (*see* Personal Property Law § 337[5][k] [requiring disclosure of residual value in any motor vehicle lease]).

14. The adjusted lease balance—which served as the Purchase Option Price if the car was purchased before the lease term was up—was defined in section 14 of the SignatureLease as “a charge in today’s dollars for Base Monthly Payments not yet due and the Residual Value of the Vehicle.” This too makes sense: if a consumer paid the residual price to purchase the vehicle at the end of the lease term (as section 6 explains), it was reasonable to expect that purchasing the vehicle before the end of the lease term would require making the remaining lease payments as well.

15. The elements of the Purchase Option Price were not only reported to the consumer on the face of the lease agreement; these important figures were also reported to NMAC. If the purchase option were exercised and it was necessary for the dealer to purchase the vehicle from NMAC to sell it to the consumer exercising the option, the dealer would only pay NMAC the Purchase Option Price plus \$75 in a “buyer fee.” That \$75 reflected NMAC’s cut of the \$300 Purchase Option Fee; the dealer would retain \$225 as its share of the fee.

16. In other words, NMAC was the keeper of the accurate Purchase Option Price at all times, and this price could be easily determined on any particular date by Legend with only a moment’s inquiry to the electronic communications platform linking NMAC and the dealership.

17. The remainder of section 15 of the SignatureLease sets out the entirety of the charges consumers would be obligated to pay in order to purchase the vehicle:

- a. The Purchase Option Price (being either the residual value if purchased at the lease term, or the residual value incorporating remaining lease payments if purchased beforehand); and,
- b. any official fees and taxes; and,
- c. vehicle inspection costs required in connection with the purchase; and,
- d. the Purchase Option Fee of \$300; and,
- e. other amounts due under the lease at the time of purchase.

18. Each of the additional fees described in the SignatureLease has a well-understood and well-defined meaning in New York State, in particular.

19. New York law limits the “official fees and taxes” payable on any sale of a used car in the Vehicle and Traffic Law and General Business Law to the following: sales tax, vehicle inspection costs (if the vehicle requires inspection), title transfer fees, registration fees (if the car’s registration must be renewed), and, if the dealer assists the consumer with obtaining title transfer or registration, a limited fee for providing this service.

20. Cars are subject to sales tax; for Legend, located as it was in Nassau County, the applicable sales tax rate was 8.625%.

21. It is almost always the case that dealers handle car registration, certificates of title, and associated paperwork for the consumer; if they do, 15 NYCRR § 78.19 permitted the dealer to cover the expense of providing this service by charging a fee not to exceed \$75 if the car was sold before August 18, 2021, or \$175 after August 18, 2021.<sup>3</sup> If the consumer wanted special or

---

<sup>3</sup> The amendment made August 18, 2021 that increased this amount to \$175 from \$75 has been accounted for in determining the permissible charges before and after this date.

distinctive plates, the dealer may charge not more than \$5 for assisting the consumer in obtaining these plates pursuant to that same regulation.

22. The vehicle inspection costs imposed by New York's Department of Motor Vehicles range depending on the type of vehicle, but for passenger Nissan vehicles would be no more than \$37 in the New York City metropolitan area serviced by Legend (\$10 for a safety inspection, \$27 for an emissions inspection).

23. As for the cost of certificates of title and registration, the dealer is required by General Business Law § 396-qq(2) to "either calculate the actual registration and/or certificate of title charges due, or make a good faith estimate in each transaction of such charges of the sales contract or lease agreement." According to the DMV, the title transfer fee is a flat \$50.

24. If a consumer needs to renew or change their registration, the registration fee is readily calculable from the weight of the vehicle and ranges from \$26 for the lightest Nissan vehicles to \$122 for the heaviest Nissan passenger vehicle presently on the market. Entirely new registrations attract a DMV fee of \$25 for standard license plates; for specialized plates, the new registration DMV fee is \$60.

25. In sum, then, the SignatureLease allows the consumer to buy their vehicle for the total of the residual value, the remaining lease payments, sales tax, and no more than between \$438 to \$527 in additional fees before August 18, 2021, and no more than \$538 to \$627 in additional fees after that date (inclusive, in both cases, of the \$300 Purchase Option Fee).

26. Legend knew that the charges they could impose were limited in this way; indeed, Legend agreed not to charge any more in clause 4.1 of the Retailer Agreement Legend signed with NMAC, which read in relevant part (emphasis added):

If a Customer exercises an option to purchase the Vehicle under a

Lease, upon NMAC's request the Retailer [i.e. Legend] shall repurchase the Lease and the Vehicle. **The repurchase price to be paid by the Retailer to NMAC shall be the Purchase Option Price** disclosed in the Customer's Lease, and shall be paid to NMAC according to procedures that NMAC may from time to time announce through Retailer Bulletins, website applications or other means. Upon such repurchase, the Retailer shall promptly arrange to sell the Vehicle at the Purchase Option Price disclosed in the Customer's Lease, and settle its account with the Customer, including collection and remittance of applicable sales tax, title and registration fees to the appropriate governmental authority. **Retailer acknowledges and agrees that it cannot charge the Customer any fees in connection with the gross payoff other than what is disclosed in the Lease or required by state law.**

27. NMAC's SignatureLease Dealer Reference Guide, issued in May 2019, was even more blunt about the impermissibility of additional fees (at 27):

You may only charge the Purchase Option Fee stated on the lease contract when the lease contract was signed. **You may not impose any other purchase option fees or charges. You may not charge a documentation fee as part of the lease purchase option**, unless you have entered into a new retail finance agreement with the customer to enable the customer to exercise the option. The documentation fee would thus be permitted under the terms of the new financing contract. **Official fees and taxes may only be imposed on the customer if required by law for the purchase transaction.** A purchase option fee may not be charged on leases that do not disclose a purchase option fee.

28. This language in the Retailer Agreement and Dealer Reference Guide underscored that a consumer who leased a vehicle with the SignatureLease could purchase that vehicle without any additional fees beyond those required by law and the \$300 purchase option fee. It also emphasized that it would be clear on the face of NMAC paperwork whether the amount the consumer paid for the car would match what the dealer paid for the car: the true contractual Purchase Option Price as calculated by NMAC.



29. Indeed, for at least one customer (one of the few who was not overcharged), Legend itself wrote the correct formula against a printout of the Purchase Option Price calculated by NMAC (referenced there as “net payoff amount”):

Payment Information	View Payoff Document
	View Pre-Approval Document
Product	Lease
Net Payoff Amount	\$14,532.48
Good Until Date	03/16/2022
Months Left	3
Next Payment Date	03/17/2022

+300 14,832  
+  
tax

30. This aide memoir got matters exactly right: the total price was the net payoff amount, \$300, tax—and nothing more.

### ***The COVID-19 Pandemic Results in Higher Prices for Used Cars***

31. As a result of shortages in semiconductor chips and shutdowns in new car production caused at least in part by the COVID-19 pandemic, demand for used cars spiked and supplies of used cars plummeted. As a result, the price of used cars increased and far more consumers began to invoke their contractual purchase rights at the conclusion of their lease than had previously.

32. As discussed above, whatever the circumstances behind the rise in purchase option invocations, Legend had only one lawful course open to them when a consumer turned to them to facilitate exercise of the purchase option: charge only the dollars-and-cents price set forth in the SignatureLease for that option, even if economic circumstances made Legend’s

compliance with those obligations more economically disadvantageous than Legend anticipated when the price was set.

33. Owing to NMAC's arrangement of its operations in New York, a dealer is an essential part of the lease purchase process. Failure to purchase a vehicle at or before the lease was up would lead the car automatically reverting to NMAC. With a ticking clock and no alternatives save other Nissan dealers (many of whom were doing precisely the same thing), consumers seeking to buy their leased vehicles lacked any true bargaining power. It was Legend's legal obligation to honor the terms of the lease agreement and not to take advantage of their increase in bargaining power.

***In Many Lease Purchase Deals, Legend Charges Additional Unlawful Fees and Hides Them in the Deal Paperwork***

34. Both the price ultimately charged for lease purchases and the documentation of the components of that price are set forth in "deal jackets"—the dealer's copy of all of the collected paperwork for car sale furnished to a consumer. Legend's deal jackets for lease purchases furnished to the OAG between January 2020 and May 2022 demonstrate that consumers were repeatedly charged illegal fees that were not disclosed in the lease agreement.

35. The deal jackets reflect both the amount of money consumers were supposed to be charged under the SignatureLease, and how much more they were in fact charged by Legend during the pandemic. The differences were often significant.

36. "On the sale of every vehicle, the retail dealer must issue to the purchaser, in addition to the certificate of sale (form MV-50 [required by the DMV]), a bill of sale or an invoice" (15 NYCRR § 78.13[a]). That invoice must be accurate and complete, stating each specific charge being imposed on the consumer.

37. It is a deceptive practice for any dealer, at the time of a sale of a motor vehicle, to give a customer an invoice that does not list with specificity each of the fees that the consumer would be charged for the car and any add-on products the consumer chose to purchase at the same time such as an extended service contract. Similarly, it is a deceptive and unlawful practice to state the value of the vehicle on the invoice to be any figure other than the purchase option price as defined by the lease agreement.

38. Yet Legend repeatedly provided inaccurate and misleading invoices to their customers, overcharging hundreds of them in the process.

39. For example, below is a copy of the Vehicle Purchase Receipt applicable to the lease buyout of a 2018 Nissan Rogue at Legend (that is, the receipt for the sale of the vehicle by NMAC to Legend, for Legend to then sell on to the consumer). The name and identifying details of the consumer have been redacted for privacy.

Date: 10/20/2021

## VEHICLE PURCHASE RECEIPT

Congratulations on your vehicle purchase! Please print this page for your reference and forward a copy to your accounts payable department to retain as a file copy.

### PURCHASE DETAILS

**Sales Date:** 10/20/2021  
**Seller:** NILT  
**Purchase Type:** Lessee Purchase (Net payoff includes applicable credit and / or security deposit)  
**Payment Method:** Check out on manheim.com  
**Purchase Price:** \$17,550  
**Buyer Fee:** \$75  
**Relist Fee:** \$0  
**Total Purchase Amount:** **\$17,625**

### VEHICLE DETAILS

**Description:** 2018 Nissan Rogue SV  
**Color:** Magnetic Black  
**Inspection Complete?** N  
**Frame Damage?** N/A  
**Grounding Mileage:** 38,656  
**Inspection Mileage:** N/A  
**Odometer Problem?** N  
**Pick up location:** 268 JERICO TPKE  
**City, State, Zip Code:** SYOSSET, NY, 11791  
**Phone Number:** (516) 496-8181

### BUYER DETAILS

**Buyer Name:** Brendan Miller  
**Dealership Name:** LEGEND NISSAN, LTD  
**Street Address:** 268 JERICO TPKE  
**City, State, Zip Code:** SYOSSET, NY, 11791  
**Phone Number:** (516) 496-8181

### LESSEE DETAILS

**Lessee Name:** [REDACTED]  
**Account Number:** [REDACTED]  
**Signed Odometer Statement Received?** Y  
**Vehicle Sold to Original Lessee?** Y

40. Pursuant to clause 4.1 of the Retailer Agreement, the purchase price displayed on the Vehicle Purchase Receipt for this vehicle was the Purchase Option Price as NMAC calculated it on the day of the lease buyout, and that price was \$17,550.

41. But these figures are conspicuously absent from the invoice shared with the consumer—the invoice Legend was legally obligated to ensure was complete and accurate. Here is that invoice:



**SHOWROOM**  
208 JERICHO TPKE.,  
SYOSSET, NY 11791  
SALES: 516 496-5181

**SERVICE & PARTS**  
200 MICHAEL DRIVE  
SYOSSET, NY 11791  
SERVICE: 516 496-7272  
CUST. #PARTS 516 496-7385

SOLD TO [REDACTED]  
ADDRESS [REDACTED]

Telephone No. [REDACTED]

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.										
2018	NISSAN	AWD SL ROGUE	USED	[REDACTED]										
SALESMAN: JOEL GRANT KEY NO. [REDACTED]														
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID VEHICLE. MANUFACTURER'S WARRANTY IS NOT AFFECTED BY DISCLAIMER.														
<table border="1"> <thead> <tr> <th>GROUP</th> <th>DESCRIPTION</th> <th>PRICE</th> </tr> </thead> <tbody> <tr> <td>NISSAN SEC PLUS N/A/</td> <td>N/A DED.</td> <td>N/A</td> </tr> </tbody> </table>					GROUP	DESCRIPTION	PRICE	NISSAN SEC PLUS N/A/	N/A DED.	N/A				
GROUP	DESCRIPTION	PRICE												
NISSAN SEC PLUS N/A/	N/A DED.	N/A												
MILEAGE IF USED VEHICLE: 38656														
<p>THE PURCHASER HEREBY ACKNOWLEDGES COPY OF THIS INVOICE AND ACCEPTS CAR IN SATISFACTORY CONDITION AND ALL AGREEMENTS MADE BY DEALER HAVE BEEN FULFILLED ALL PRICES AND TERMS OF THE INVOICE ARE THE FINAL SETTLEMENT IN THIS SALE. TRADE-IN IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES WHATSOEVER EXCEPT FOR THE ABOVE NOTED LIEN AND HAS NOT BEEN USED FOR PUBLIC TRANSPORTATION AND IS GUARANTEED TO HAVE NO CRACKED OR WELDED FRAME OR BUCKLE. PURCHASER ALSO CLAIMS TO BE OVER EIGHTEEN YEARS OF AGE.</p> <p>THE PRICE LABEL, REQUIRED BY FEDERAL LAW WAS ATTACHED TO THIS MOTOR VEHICLE WHEN IT WAS DELIVERED TO ME (IF NEW). I HEREBY ACKNOWLEDGE ALL FINAL FIGURES ON THIS BILL.</p> <p>PURCHASER'S SIGNATURE _____ DATE _____</p> <p>*Dealers optional fee for processing application or registration and/or certificate of title; and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE* 75.00 *The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office. DEALER FACILITY NO. 708 6161</p> <p>*If this motor vehicle is classified as a used motor vehicle, DEALER NAMED ABOVE certifies that the entire vehicle is in condition and repair to render under normal use, satisfactory and adequate service upon the public highway at the time of delivery.*</p>														
<table border="1"> <thead> <tr> <th>YEAR</th> <th>MAKE</th> <th>MODEL</th> <th>COLOR</th> <th>VEHICLE IDENT. OR SERIAL NO.</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					YEAR	MAKE	MODEL	COLOR	VEHICLE IDENT. OR SERIAL NO.					
YEAR	MAKE	MODEL	COLOR	VEHICLE IDENT. OR SERIAL NO.										

DATE	INVOICE NO.	STOCK NO.																																		
10/20/21	79403	15657P																																		
F&T MGR: [REDACTED]		EMPLOYEE #: [REDACTED]																																		
<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>SALE</th> </tr> </thead> <tbody> <tr> <td>NEW UNIT SOLD (CUG)</td> <td>20748.00</td> </tr> <tr> <td>USED UNIT SOLD RETAIL (CUG)</td> <td></td> </tr> <tr> <td>AFTER SALE - NEW</td> <td></td> </tr> <tr> <td>SERVICE CONTRACT - NEW</td> <td>2633.00</td> </tr> <tr> <td>AFTER SALE - USED</td> <td></td> </tr> <tr> <td>SERVICE CONTRACT - USED</td> <td></td> </tr> <tr> <td colspan="2">TOTAL CASH PRICE 25627.61</td> </tr> <tr> <td colspan="2">TOTAL PRICE 25627.61</td> </tr> <tr> <td colspan="2">CUSTOMER DEPOSIT N/A</td> </tr> <tr> <td colspan="2">CASH ON DELIVERY 5000.00</td> </tr> <tr> <td colspan="2">GROSS TRADE IN N/A</td> </tr> <tr> <td colspan="2">PAY-OFF TO N/A</td> </tr> <tr> <td colspan="2">USED CAR ALLOWANCE N/A</td> </tr> <tr> <td colspan="2">FACTORY RECEIVABLE N/A</td> </tr> <tr> <td colspan="2">           NISSAN MOI N/A            MONTHLY 75 DOLLARS 315.93 PER MONTH            COMPANY 2062.61         </td> </tr> <tr> <td colspan="2">TOTAL 28694.75</td> </tr> </tbody> </table>			DESCRIPTION	SALE	NEW UNIT SOLD (CUG)	20748.00	USED UNIT SOLD RETAIL (CUG)		AFTER SALE - NEW		SERVICE CONTRACT - NEW	2633.00	AFTER SALE - USED		SERVICE CONTRACT - USED		TOTAL CASH PRICE 25627.61		TOTAL PRICE 25627.61		CUSTOMER DEPOSIT N/A		CASH ON DELIVERY 5000.00		GROSS TRADE IN N/A		PAY-OFF TO N/A		USED CAR ALLOWANCE N/A		FACTORY RECEIVABLE N/A		NISSAN MOI N/A MONTHLY 75 DOLLARS 315.93 PER MONTH COMPANY 2062.61		TOTAL 28694.75	
DESCRIPTION	SALE																																			
NEW UNIT SOLD (CUG)	20748.00																																			
USED UNIT SOLD RETAIL (CUG)																																				
AFTER SALE - NEW																																				
SERVICE CONTRACT - NEW	2633.00																																			
AFTER SALE - USED																																				
SERVICE CONTRACT - USED																																				
TOTAL CASH PRICE 25627.61																																				
TOTAL PRICE 25627.61																																				
CUSTOMER DEPOSIT N/A																																				
CASH ON DELIVERY 5000.00																																				
GROSS TRADE IN N/A																																				
PAY-OFF TO N/A																																				
USED CAR ALLOWANCE N/A																																				
FACTORY RECEIVABLE N/A																																				
NISSAN MOI N/A MONTHLY 75 DOLLARS 315.93 PER MONTH COMPANY 2062.61																																				
TOTAL 28694.75																																				
<p><i>Always Bring Your Car Here For Factory Authorized Service</i></p>																																				

Legend Nissan Production 00048

For ease of reading, an extract of the above image is presented below:

DESCRIPTION		SALE
P R I C E  O F  C A R	NEW UNIT SOLD (CUC)	20748.00
	USED UNIT SOLD RETAIL (CUC)	
	AFTER SALE - NEW	
	SERVICE CONTRACT - NEW	2633.00
	AFTER SALE - USED	
	SERVICE CONTRACT - USED	
R E C E I P T N O	FIRE TAX	N/A
	SALES TAX NASSAU	2016.61
	DOCUMENTARY FEE	175.00
	LICENSE AND TITLE	55.00
	N.Y. STATE INSPECTION	N/A
	<b>TOTAL CASH PRICE</b>	<b>25627.61</b>
T R A D E I N		N/A
		N/A
	<b>TOTAL PRICE</b>	<b>25627.61</b>
	CUSTOMER DEPOSIT	N/A
	CASH ON DELIVERY	5000.00
	GROSS TRADE IN	N/A
N E S S A N M O N E T A R Y P R I C E	PAY-OFF TO	N/A
	USED CAR ALLOWANCE	N/A
	FACTORY RECEIVABLE	N/A
	NESSAN MONTHLY	2062.61
	75 MONTHS 315.93 PER MONTH	
	<b>TOTAL</b>	<b>28694.75</b>

42. Instead of presenting the Vehicle Price to be the Purchase Option Price of \$17,550 that appeared on the Vehicle Purchase Receipt between NMAC and Legend, this invoice falsely asserted that the Vehicle Price was \$20,748, or fully **\$3,198 more** than Purchase Option Price. This discrepancy cannot be explained by the presence of after-sale products because the consumer invoice plainly provided that all after-sale products would be itemized below the vehicle price—and indeed one such product was so itemized, a service plan for which Legend

charged \$2,663.<sup>4</sup> And even if it could, it would be doubly deceptive to roll certain after-sale products into the vehicle price while having other after-sale products itemized.

43. Ironically, a fee omitted on this invoice was one Legend *was* entitled to charge, namely the \$300 Purchase Option Fee. By omitting this fee, the invoice created the misleading impression that one or more of the other stated fees were in fact the Purchase Option Fee, or that the dealership was entitled to use the presence of the Purchase Option Fee to state a vehicle value on the invoice other than the correct value that appeared NMAC's systems.

44. Of the 365 lease buyouts Legend reported for the period January 2020 to March 2022, fully 66% of the leases reviewed from a random sample of this set overcharged consumers; the average overcharge was \$1,087.

45. Another common deceptive practice involved charging consumers for a "Certified Pre-Owned" or "CPO" certificate. CPO certificates are issued by NNA and generally say that, at the time of certification, the car was in good repair. The certificates include a limited additional warranty that enhances the car's resale value. To acquire a CPO certificate the dealer conducts an inspection of the car; if the car is in need of repairs to meet the CPO benchmark, the dealer may offer to do the repairs for the consumer so as to bring the car up to the CPO standard.

46. What the dealer may *not* do, however, is charge anything for the CPO when it was being sold as part of a lease buyout. This is because, as NNA specified in its CPO Dealer Guide, "federal law prohibits upselling a warranty. The [CPO] must be properly disclosed, included in the price of the vehicle, and cannot be sold to the customer as an add-on." The SignatureLease in

---

<sup>4</sup> OAG makes no findings as to the propriety of these and other disclosed after-sale charges or the means or methods by which they were procured or sold; these matters are outside the scope of this investigation.

turn forbade inflation of the price of the vehicle for a lease buyout. It necessarily followed that the CPO certificate, for lease buyouts only, was required to be provided free of charge if it were to be provided at all.

47. The form that the dealers had to fill out to indicate to NMAC what the customer was going to do at the end of the lease reaffirmed that dealers could not charge consumers for a CPO certificate as part of a lease buyout. For lease buyouts, the form read “if CPO is desired, CPO certification will be at no cost to the customer. If repairs are needed in order to meet CPO certification standards, with customer request and approval, up to \$2,500 can be included in the contract.” This text led to a footnote that read “repair fees are required to be itemized and repair order must be included in the funding packet with the customer’s signature as authorization.” A copy of the relevant part of the form shows how conspicuous these terms were:



**OPTION 2 | Dealer facilitated customer lease purchase with dealer facilitated financing:**

- Dealer will process the transaction
- The contractual \$300 purchase option fee will be charged (except KS and WI)
- Official Fees, payable to State/Government Entities, such as tax and title/registration fees may be charged\*
- If CPO is desired, CPO certification will be at no cost to the customer
  - If repairs are needed in order to meet CPO certification standards, with customer request and approval, up to \$2,500 can be included in the contract\*\*
- Dealer Documentation fees for new financing may apply
- Any additional products or services purchased by the customer (GAP, VSC, etc.)

48. Although NMAC *did* charge \$399 for CPO certifications, it imposed those charges directly on the dealership itself. That fee, like any other charge Nissan imposed on the dealership, was simply part of the literal price a dealer paid to be a registered Nissan dealer.

49. Despite these clear rules—signed literally thousands of times by Respondents’ representatives on the NNA form excerpted above—Legend repeatedly charged what it called “certification fees” to consumers.



### ***Legend's Conduct Violated Applicable Statutes and Regulations***

50. Regulation M, issued by the Consumer Financial Protection Bureau, made applicable to motor vehicle leases by New York State law, require that a lease include “statement of whether or not the lessee has the option to purchase the leased property, and . . . the purchase price . . . or the method for determining the price and when the lessee may exercise this option,” (12 CFR § 213.4[i][1]-[2]; *see also* 15 U.S.C. § 1667a[5] [portion of the Consumer Leasing Act of 1976 underlying this regulation, requiring disclosure of “whether or not the lessee has the option to purchase the leased property and at what price and time”]; Personal Property Law § 337[5][a] [New York State Motor Vehicle Retail Leasing Act (“MVRLA”) obliging retail lease agreements contain “[a]ll items required to be disclosed by the act of Congress entitled ‘Consumer Leasing Act of 1976’ and the regulations thereunder”]).

51. By repeatedly charging lease purchase consumers more than the price stated on the SignatureLease, Legend rendered the SignatureLease’s disclosures defective and materially misleading, in violation of Regulation M and the MVRLA.

52. By misrepresenting the price at which consumers can purchase their leased vehicle at the end of the lease term, failing to honor the purchase price stated in the lease, and concealing fees and the accurate price information for each vehicle, Legend engaged in false advertising in violation of Section 350 of the General Business Law, deceptive practices in violation of Section 349 of the General Business Law, and fraudulent and illegal conduct in violation of Executive Law § 63(12).

53. By engaging in the aforementioned acts and practices, respondents have also engaged in repeated fraudulent and illegal conduct in further violation of Executive Law § 63(12).

## **AGREEMENT**

54. WHEREAS, Legend neither admits nor denies the OAG's Findings, paragraphs 1-53 above, but have agreed to this Assurance in settlement of the violations described above and to avoid the time, expense, and distraction of litigation;

55. WHEREAS, the OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest, such that the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of General Business Law § 349, General Business Law § 350, Personal Property Law § 337, Executive Law § 63(12), 12 CFR § 213.4, and 15 U.S.C. § 1667 *et seq.* based on the conduct described above;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

## **RELIEF**

### ***Definitions***

56. For purposes of the paragraphs that follow, these terms shall have the following meanings:

- a. "After-sale" product or service is any product or service for which the consumer is paying over and above the amount the consumer must pay to purchase a leased vehicle without any such products (i.e. the Total Allowed Charge). After-sale products include, but are not limited to, accessories, credit repair services, identity theft protection services, glass coatings, security services, warranties, maintenance coverage, tire and wheel protection, and insurance coverage;
- b. An after-sale product or service is a "Fully Disclosed After-Sale Product" if the cost of that product or service was itemized, separately, on the invoice provided to

the consumer (e.g. “Extended Warranty,” “Tire and Wheel Protection,” etc.). An after-sale product or service is a “Partially Disclosed After-Sale Product” if the cost of that product or service was included in a single line item on the invoice purporting to summarize the cost of all after-sale products and services separate from the price of the vehicle (e.g. “Other Aftermarkets”) and the consumer was provided a separate invoice clearly and conspicuously identifying the cost of each after-sale product so included. All other after-sale product or services sold to a consumer in the course of a lease buyout are “Improperly Disclosed After-Sale Products.”

- c. “Amount(s) overcharged” means any amount of money paid to Legend or any persons under the control of Legend by consumers during their exercise of the purchase option in a SignatureLease more than the Special Total Allowed Charge. A consumer who paid an amount overcharged is an “overcharged consumer.”
- d. “Clearly and conspicuously” shall mean that the statement, representation, or term is so presented as to be readily apparent and understood by the person to whom it is being addressed. Factors to be considered for this purpose include, but are not limited to, language, font type and size, length, and color contrast.
- e. The “dealer’s buyout price” is the amount the dealer paid or will be obliged to pay NMAC to acquire the vehicle in the course of executing a lease purchase on behalf of a consumer;
- f. The “Determined Purchase Option Price” with respect to the purchase of any leased vehicle is the gross payoff price as defined by NMAC on the day of the

lease purchase or the repurchase price paid by Legend to NMAC during the process of completing a lease buyout, whichever is higher;

- g. A “Refund Consumer” is an overcharged consumer who was overcharged more than \$100 in the course of their lease vehicle purchase.
- h. “Total Allowed Charge” means, with respect to the purchase of any leased vehicle, the sum of the Determined Purchase Option Price, the \$300 Purchase Option Fee, the price of the Fully Disclosed After-Sale Products, those taxes and fees that the law of New York State, the United States, or another state or locality expressly *require* to be paid in connection with the purchase and transfer of ownership of the vehicle to the consumer, and the fee permitted to be charged by 15 NYCRR § 78.19 if the dealership provides the services described in that regulation.
- i. “Special Total Allowed Charge” means the Total Allowed Charge plus the price of all Partially Disclosed After-Sale Products.

### ***Changes to Legend’s Business Practices***

57. *General Injunction.* Legend shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to General Business Law § 349, General Business Law § 350, Personal Property Law § 337, Executive Law § 63(12), 12 CFR § 213.4, and 15 U.S.C. § 1667 et seq.

58. *Specific Commitment to Refrain from Unlawful Lease Buyout Practices.* Legend shall not charge any amount for the purchase of a leased vehicle more than the Total Allowed Charge, regardless of whether it was the original leasing dealership. For the avoidance of doubt, Legend *may not* charge any fee for any service provided by the dealership that is or is

represented to be necessary or relevant to the purchase of the vehicle itself over and above the Total Allowed Charge.

59. *Reform to Legend's Invoicing Procedures.* For all purchases of leased vehicles processed following the effective date of this Assurance, Legend's bill of sale or invoice, as required by 15 NYCRR § 78.13(a), must state, in addition to the information required by that regulation, the following information clearly and conspicuously:

- a. The vehicle price, which must be the Determined Purchase Option Price;
- b. The amount of the lease purchase fee stated in the original lease that must be paid by the consumer (i.e. under the Signature Lease discussed above, \$300), which may be identified as "Lease Purchase Fee" or "Lease Buyout Fee" or words to that effect;
- c. The amount of the dealer's optional DMV fee the dealer proposes to charge, inclusive of the disclaimer required by 15 NYCRR § 78.19;
- d. The price of each after-sale product being sold alongside the vehicle, separately itemized for each such after-sale product and clearly and conspicuously identifying the after-sale product in question and its price;
- e. The amount of sales taxes;
- f. The amount of any other taxes, itemizing each tax separately;
- g. If the vehicle is being purchased pursuant to a retail installment or financing contract, the amount of the relevant financing charges;
- h. As applicable, the estimated title and registration fee amounts as required by General Business Law § 396-qq;

- i. As applicable, the fee required to be charged by the New York Department of Motor Vehicles for safety and emissions inspections pursuant to Part 79 of the Regulations of the New York Commissioner of Motor Vehicles;
- j. All other disclosures and other items required by local, state, or federal law to be included on the invoice;
- k. A total sum that accurately states the entire amount to be charged, before the application of rebates or down payments.

60. The invoice issued to the consumer complying with the provisions of paragraph 59 must be identical to the invoice kept in the deal file.

61. In addition to any other documentation, Legend must issue each consumer with a statement drawn from NMAC's systems, or the lease holder if not NMAC, stating clearly and conspicuously how the Determined Purchase Option Price was arrived at with reference to the original terms of the lease. This statement must include the residual value of the vehicle as stated on the lease, the dealer's buyout price, and the entire language set forth in the lease pertaining to the purchase of leased vehicles as well as all parts of the lease referenced in that lease language.

62. Legend must not issue any other invoice to a consumer purchasing a leased vehicle other than the invoice required by paragraph 59, above, except for invoices associated with after-sale products further itemizing the price associated with elements of such products.

63. Legend must furnish to the OAG an exemplar lease vehicle purchase invoice compliant with paragraph 59 within 10 business days following the execution of this Assurance. Legend will respond to any concerns the OAG raises concerning the exemplars within 10 days of Legend's receipt of those concerns.

64. Legend will implement the relief described in this paragraph within 30 business days following the date of execution of this Assurance and continue to implement the relief permanently.

65. *Revisions to Lease Arrangements Imposed by NMAC.* If NMAC, or any franchisor of whom Legend is a franchisee, proposes to impose obligations on Legend inconsistent with the terms of this Assurance, Legend must give notice to the OAG within five business days of the proposed obligations. Such notice must include copies of the pertinent communications from NMAC or the franchisor, as well as contact information for NMAC or the franchisor's counsel or other representative.

### ***Restitution***

66. Legend shall distribute **\$333,482.53** (hereafter the "Restitution Amount") to Refund Consumers listed in the Final Restitution Spreadsheet agreed between Respondent and OAG, providing to each Refund Consumer the amounts specified therein in column labelled "OAG: RESTITUTION PER AOD", by regular mail to the Refund Consumer's last known address as it appears in Legend's records, postmarked the date specified as "Payment Date" in the Final Restitution Spreadsheet, accompanied by the letter provided in Exhibit A. The envelope enclosing the letter and refund must contain the words "Attorney General of the State of New York" and "Legend Nissan Settlement."

67. Prior to each said mailing, Legend shall process the mailing address of each Refund Consumer through the National Change of Address database ("NCOA") and shall mail the checks to the most recent address. For mailings that are returned as addressee unknown, Legend shall process the address through another trace process, such as LexisNexis, and mail the

check to another address, if one is identified. If another address is not identified, Legend shall call the consumer on their provided phone number and request a different address.

68. *Determination of Additional Restitution to Potential Refund Consumers.* Within 60 days of the execution of this Assurance, Legend shall complete a review of each of the deal files of each Potential Refund Consumer and determine any amounts overcharged to any Potential Refund Consumer and transmit to the OAG a spreadsheet summarizing the amount charged each Potential Refund Consumer, the Potential Refund Consumers were overcharged, the amounts overcharged, and how that sum was determined, alongside deal jackets comprising 10% of the population of Potential Refund Consumers Legend determined were *not* overcharged and 10% of the population of Potential Refund Consumers Legend determined *were* overcharged, chosen at random by the OAG (“Additional Refund Consumer Report” or “ARCR”).<sup>5</sup>

69. The OAG shall review the ARCR, comparing them to the random sampling of deal jackets. Upon approval of the ARCR by the OAG, those Potential Refund Consumers who the ARCR identifies as being overcharged shall be deemed Refund Consumers for all other purposes under this Assurance.

70. Within 30 days following the OAG’s approval of the ARCR, Legend shall distribute to Refund Consumers identified in the approved ARCR a refund for the amount each Refund Consumer was overcharged in the same manner as for a Refund Consumer identified in

---

<sup>5</sup> The random sampling method is as follows: Legend will communicate the VINs corresponding to the vehicle purchases for each category of Potential Refund Consumers (those who were and were not overcharged). OAG shall select from those VINs the deal jackets to be produced in the relevant proportions.



the Final Restitution Spreadsheet. For the avoidance of doubt, this distribution shall be in addition to the Restitution Amount.

71. The check to each Refund Consumer shall be made payable to the Refund Consumer (the “Restitution Check”). In the event a Refund Consumer Letter is returned to Legend, or the Legend cannot locate the Refund Consumer at the last known address, Legend shall make reasonable efforts, as described in paragraph 66 above, to obtain another address and re-send the Refund Consumer Letter to any new address identified by the Legend. Restitution Checks for any Refund Consumer who cannot be located after pursuing all reasonable efforts or who fails to cash or deposit a Restitution Check from the Legend shall be treated as abandoned property in accordance with the New York Abandoned Property Law (or other applicable state law if the Refund Consumer is a resident of another state).

72. Any Refund Consumer who has not received and/or cashed a Restitution Check from the Legend (because the Refund Consumer’s address could not be located or for other good cause) and who contacts OAG or Legend prior to the later of one year from the date on which payments are first mailed by the Legend, shall be mailed a Restitution Check, together with the Refund Consumer Letter, within 20 days of notice from the Refund Consumer or OAG to the Legend of the Refund Consumer’s entitlement to a refund.

73. For any Refund Consumer who should have been but was not sent a Restitution Check and who, within three years of execution of this Assurance, makes a request for a refund to Legend or OAG, Legend shall make a full payment to that Refund Consumer of the amount specified in the Final Restitution Spreadsheet or the approved ARCR, as applicable.

### ***Penalty***

74. Pursuant to General Business Law §§ 350-c and 350-d, Legend shall pay to the State of New York a penalty of **\$20,000**. Such amount shall be due within five days after the date of this Assurance. Legend shall pay this amount by wire transfer, certified check, or bank check payable to the State of New York. The payment must reference Assurance No. 25-012.

75. The payment shall be delivered to the State of New York Office of the Attorney General, Bureau of Consumer Frauds and Protection, Attention: AAG Alec Webley, 28 Liberty Street, New York NY 10005.

### ***Reporting and Record-Keeping***

76. *Initial Restitution Report:* Within 150 days of the mailing of the final Refund Checks and Refund Consumer Letters as provided by the Final Restitution Spreadsheet, Legend shall provide a report (the “Restitution Report”) to the OAG. The Restitution Report shall consist of an annotation of the Final Restitution Spreadsheet, against each row of which the following additional information for each Refund Consumer shall appear: the address used for mailing purposes, the amount of the Restitution Check, the date the first Refund Consumer Letter was sent, whether the Refund Consumer Letter was returned, whether the Refund Consumer's Restitution Check was deposited, and the date of any additional attempt(s) to send the Refund Consumer Letter.

77. *Periodic Compliance Auditing:* Ninety (90) days after the execution of this Assurance, Legend shall provide to the OAG a list of the VINs of leased vehicles where the dealer facilitated the purchase of those vehicles within that time period (together “the compliance audit report”). The OAG shall select 10% of the VINs so reported and communicate its selection

to the Legend. Within 10 business days of this communication from the OAG, Legend shall furnish the relevant parts of the deal jacket associated with the sale of each vehicle denoted by the VINs selected by the OAG. This process (“compliance audit”) shall be repeated 180 and 270 days after the execution of this Assurance, followed by a compliance audit one year from the day of the execution of this Assurance, followed by a compliance audit on that same day each year for the next two years. Each compliance audit shall only cover the purchases or re-evaluation requests processed since the date of the last compliance audit report.

78. Legend agrees to cooperate with OAG in monitoring and auditing compliance with this Assurance. Legend agrees to maintain and preserve the entire deal file associated with a leased vehicle purchase for a minimum of six years after their creation, and to provide or make these documents available to OAG in electronic format upon receiving written request within 30 days of receiving such request.

### **MISCELLANEOUS**

#### ***Subsequent Proceedings***

79. Legend expressly agrees and acknowledges that a default in the performance of any obligation under paragraphs 56-78 is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 55, supra, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraph 57, pursuant to Executive Law § 63(15).

80. In any subsequent investigation, civil action, or proceeding by the OAG to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 89, the Legend expressly agrees and acknowledges:

- a. that any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. that the OAG may use statements, documents or other materials produced or provided by the Legend prior to or after the effective date of this Assurance;
- c. that any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Legend irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

81. If a court of competent jurisdiction determines that Legend has violated the Assurance, Legend shall pay to OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

82. To the extent not already provided under this Assurance, Legend shall, upon request by OAG, provide all documentation and information necessary for OAG to verify compliance with this Assurance and to effectuate the terms of this Assurance.

### ***Effects of Assurance***

83. Acceptance of this Assurance by OAG is not an approval or endorsement by OAG of any of Legend's practices or procedures, and the Legend shall make no representation to the contrary.

84. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Legend or any person to whom Legend sells substantially all of the assets of the dealership doing business as Legend Nissan. Legend shall cause this Assurance to be adopted in any such asset or equity transfer agreement. No party may

assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of OAG.

85. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

86. Any failure by the Attorney General to insist upon the strict performance by Legend of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the Attorney General, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondent.

### ***Communications***

87. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-012, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, and shall be addressed as follows:

88. If to Legend, to Wayne Siegel, or in that person's absence, to the person holding the title of principal owner or general manager with a copy to:

Robert Milman, Esq.  
Milman Labuda Law Group PLLC  
3000 Marcus Ave, Suite 3W8  
Lake Success, New York 11042  
Telephone: 516-328-8899  
Email address: rob@mmmlaborlaw.com

If to the OAG, to:

New York State Office of the Attorney General  
Bureau of Consumer Frauds and Protection

Attn: Alec Webley, Assistant Attorney General  
28 Liberty Street  
New York, NY 10005  
Telephone: 212-416-8133  
Email address: alec.webley@ag.ny.gov

or in that person's absence, to the person holding the title of Bureau Chief, Consumer Frauds and Protection Bureau at the same mailing address.

89. Within 10 days of a change in the address of OAG or Legend, the party whose address has changed shall provide the other with written notice of the change.

### ***Representations and Warranties***

90. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by the Legend and their counsel and OAG's own factual investigation as set forth in its Findings, paragraphs 1-53 above. Legend represents and warrants that neither they nor their counsel has made any material representations to the OAG that are inaccurate or misleading. If any material representations by Legend or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

91. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Legend in agreeing to this Assurance.

92. Legend represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Legend shall not take any action or make any statement denying, directly or indirectly, the propriety of this Assurance, or expressing the view that this Assurance is without

factual basis. Nothing in this paragraph affects Legend's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party.

### ***General Principles***

93. Nothing in this Agreement shall relieve Legend of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

94. Nothing contained herein shall be construed to limit the remedies available to the OAG if Legend violates the Assurance after its effective date.

95. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

96. If any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

97. Legend acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

98. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

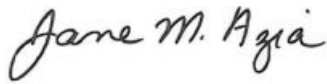
99. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

100. This Assurance may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

101. The effective date of this Assurance shall be the date upon which it has been fully executed by all of the signatories hereto.

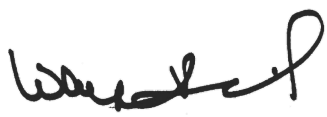
**IN WITNESS WHEREOF**, this Assurance is executed by the parties hereto on the dates set forth below:

LETITIA JAMES  
Attorney General of the State of New York  
28 Liberty Street  
New York, NY 10005

By:   
\_\_\_\_\_  
Jane M. Azia  
Bureau Chief

Dated: 4/1/2025

LEGEND NISSAN LTD.  
268 Jericho Turnpike  
Syosset, NY 11791

  
\_\_\_\_\_  
Wayne Siegel  
Principal

Dated: 3/19/25



## **EXHIBIT A**

Refund Consumer Mailing (use mailing applicable to dealership)

(OVERLEAF)



State of New York  
Office of the Attorney General

Letitia James  
Attorney General

Jane M. Azia  
Bureau Chief  
Consumer Frauds and Protection Bureau

[DATE]

*By Regular Mail*

[Consumer Name]  
[Consumer Address]

RE: Legend Nissan Settlement Payment

**Dear [Consumer name]:**

You are receiving this letter, along with the enclosed check, as a result of a settlement between my office and Legend Nissan.

An investigation by my office revealed that, between 2021 and 2023, certain consumers who purchased their leased a vehicle through Legend Nissan were overcharged in the course of that purchase.

While you may not have been aware that you were due a refund as a result the purchase of your vehicle, Legend Nissan's records indicate that you are due the sums stated in the attached check. You must cash or deposit this check **within six (6) months of the date of issue**.

I am pleased that my office was able to help you, along with many other New Yorkers, to obtain restitution through our settlement. Should you have any questions, please contact my office at 1-800-771-7755.

Sincerely,

*Letitia James*  
LETITIA JAMES



State of New York  
Office of the Attorney General

Letitia James  
Attorney General

Jane M. Azia  
Bureau Chief  
Consumer Frauds and Protection Bureau

[DATE]

*By Regular Mail*

[Consumer Name]  
[Consumer Address]

RE: Legend Nissan Pago de Liquidación

**Estimado(a) [Nombre]:**

Usted está recibiendo esta carta, con el cheque adjunto, como resultado de un acuerdo entre mi oficina y Legend Nissan.

Una investigación realizada por mi oficina reveló que, entre 2020 y 2023, Legend Nissan les cobró indebidamente de más a ciertos consumidores que compraron su vehículo arrendado a través de Legend Nissan en el transcurso de esa compra.

Es posible que no supiera que se le cobró más de lo que debería haber cobrado por la compra de su vehículo, los registros de Legend Nissan indican que se le cobró de más en la cantidad indicada en el cheque adjunto. Debe cobrar o depositar este cheque **dentro de los seis (6) meses siguientes a la fecha del cheque.**

Me complace que mi oficina haya podido ayudarlo(a), junto con muchos otros neoyorquinos, a obtener una restitución a través de nuestro acuerdo. Si tienes alguna pregunta, comuníquese 800-771-7755.

Sinceramente,

LETITIA JAMES