AXIOM · ADVERTISING COMPLIANCE REVIEW

Crestview Cadillac — 11 advertising exposures across 25 live pages

Federal advertising standards, measured against **www.crestviewcadillac.example.com** as it was published on 12 August 2026.

PAGES CAPTURED	FINDINGS	HIGH SEVERITY	RULES TRIGGERED
25	11	4	6
Homepage, specials, finance, both inventory results pages, 18 vehicle detail pages	Each anchored to a verbatim quote from the live site	12 CFR §1013.7 · 15 USC §45 · 16 CFR §238.1 and 1 more	Distinct citations across all findings, drawn from federal law

WHAT WE DID

We rendered 25 public pages of **www.crestviewcadillac.example.com** in a real browser — the site is a DealerOn storefront whose pricing, specials and inventory are drawn in by script, so a plain page fetch returns navigation only and sees none of the advertising. Every page was scrolled to the bottom to force lazy-loaded tiles, then its visible text, disclosure elements and price blocks were extracted and preserved.

The capture covers the homepage, the specials and finance surfaces, both inventory search-results pages, and 18 vehicle detail pages. 49 vehicle pages were discovered in total, of which 18 were sampled across the stock mix. We honoured the site's published 10-second crawl delay and touched no path its robots file disallows. No forms were submitted and no dealer system was accessed.

We read 25 pages of crestviewcadillac.example.com as they rendered in a browser on August 12, 2026 — the homepage, the new/used/service specials pages, the finance page, both inventory search pages, and 18 vehicle detail pages — and measured them against the federal advertising rules only. The site's underlying pricing discipline is better than most: every new-vehicle price stack we checked adds up line by line, dealer additions are shown rather than hidden, and the OPTIQ vehicle page already separates incentives a shopper may not qualify for from the advertised price. The exposure is concentrated in four places. First, two lease payments on the new specials page are advertised without most of the disclosures a lease payment requires, and one of them ($483/month on the OPTIQ) is only reachable by a shopper who qualifies for both a conquest rebate and a supplier rebate — most shoppers who see that number cannot get it. Second, every new-vehicle price on the site is conditioned on the buyer titling locally, disclosed in a footer well away from the price. Third, every new listing advertises "3.9% APR for 36 Months" without the downpayment and full-term repayment information that stating a rate and a term requires, with the program terms tucked inside a collapsed "Dealer Comments" block. Fourth, a single template paragraph describes brand-new 2026 vehicles as pre-owned and attaches a January 2017 award to 2026 models — including the OPTIQ, which did not exist in 2017. Most of this is fixable in a handful of template edits.

Rooftop	**4800 Motor Row, Milldale, TX 00001**
Website platform	**DealerOn**
Capture date	**12 August 2026**
Severity distribution	**4 high · 6 medium · 1 low**
Verified clean	**7 categories tested, 7 passed**

High — the advertised term is not generally obtainable, or a mandatory disclosure is absent · Medium · Low

FINDINGS AT A GLANCE

#	FINDING	PRIMARY CITATION	SEVERITY
F1	Two advertised lease payments are missing most of what a lease payment has to be advertised with	12 CFR §1013.7(d)	HIGH
F2	The $483/month OPTIQ payment is only available to shoppers who qualify for two separate rebates	15 USC §45(a)(1)	HIGH
F3	Every new-vehicle price on the site requires the buyer to title the vehicle locally	15 USC §45(a)(1)	HIGH
F4	"3.9% APR for 36 Months" is advertised on every new listing without the downpayment and repayment terms that stating a rate and a term requires	12 CFR §1026.24(d)	HIGH
F5	The "Crestview Savings" figure is larger than the actual reduction from MSRP to Final Price	15 USC §45(a)(1)	MEDIUM
F6	Brand-new 2026 vehicles are described as pre-owned in the same paragraph that describes them as new	15 USC §45(a)(1)	MEDIUM
F7	A January 2017 award is attached to 2026 models, including one that did not exist in 2017	15 USC §45(a)(1)	MEDIUM
F8	Pre-owned "specials" carry an expiration date but no discount off the everyday price	15 USC §45(a)(1)	MEDIUM
F9	Certified Pre-Owned warranty coverage is advertised without telling shoppers they can read the warranty before buying	16 CFR §239.2	MEDIUM
F10	Comparative and superlative claims about price and rates are made without support on the page	15 USC §45(a)(1)	MEDIUM
F11	Every pre-owned price stack is headed "Less" but its only line item is an addition	15 USC §45(a)(1)	LOW

FINDINGS — 1–2 OF 11

REGULATORY SURFACE APPLIED — AND ONE RULE DELIBERATELY EXCLUDED

Findings are drawn against 12 CFR §1013.7, 15 USC §45, 16 CFR §238.1, 12 CFR §1026.24 and 16 CFR §239.2. This review examines federal advertising law. TX state was not examined — the state layer is not yet offered. Findings therefore speak only to the law named above; a rooftop may carry obligations under a body of law outside this scope. **We do not cite the FTC CARS Rule (16 CFR Part 463).** It was vacated by the Fifth Circuit on 27 January 2025 and formally withdrawn from the Code of Federal Regulations by the FTC on 12 February 2026, and is not enforceable. Conduct it once covered — misrepresenting the offering price, undisclosed dealer charges — remains actionable under FTC Act §5 and state law, and is cited here on those grounds instead.

F1 Two advertised lease payments are missing most of what a lease payment has to be advertised with

HIGH

12 CFR §1013.7(D)

> "NEW 2026 CADILLAC ESCALADE LUXURY · EXCLUSIVE COURTESY VEHICLE OFFER · $1,819 PER MONTH"
>
> "STOCK # C918203 39 MONTH LEASE 10K ANNUAL MILES 0 DOWN TTL EXTRA 1819 PER MONHTH"
>
> "All leases with approved credit."
>
> "$1 Dollar Down $483 per month"
>
> "Offer valid on Stock #C918417, a 2026 Cadillac Optiq Sport Courtesy Loaner. Lease is based on a 24-month term with an allowance of 10,000 miles per year. Tax, title, and license (TTL) fees are extra. With approved credit. Must qualify for $2,000 conquest and $1,000 supplier rebates. See dealer for full details."

OBSERVED ON newspecials.html — both offers on the page (2026 Escalade Luxury stock C918203 and 2026 OPTIQ Sport stock C918417)

Advertising a monthly payment, a term, and a down payment on a lease pulls in a fixed set of disclosures that have to travel with the number. Three of them are absent from both offers: the total amount due at lease signing ("0 DOWN" and "$1 Dollar Down" are not totals — the same fine print says tax, title and license are extra, so the shopper is not told what to bring), the statement that an extra charge may be imposed at the end of the term if the shopper's liability is based on the difference between the residual and realized value, and the statement of who is responsible for excess wear and use. On the Escalade offer the word "lease" also appears nowhere near the payment — the shopper reads "EXCLUSIVE COURTESY VEHICLE OFFER" and "$1,819 PER MONTH" and only learns it is a lease inside the small block underneath, which also carries the typo "PER MONHTH".

Mitigating: The OPTIQ block already discloses the term, the mileage allowance, that TTL is extra, and the specific stock number — so the template is most of the way there and needs three lines added, not a rewrite.

RECOMMENDED REMEDY

Rebuild both offer blocks from one disclosure template that states, in the same block as the payment: the word "lease"; total due at signing itemized (first payment + any acquisition fee + any cap cost reduction, and whether tax/title/license are included or extra); number, amount and timing of payments; the end-of-term charge statement; and the excess wear-and-use statement. Put "39-month lease" and "24-month lease" into the headline beside the payment rather than only in the fine print, and fix "PER MONHTH".

F2 The $483/month OPTIQ payment is only available to shoppers who qualify for two separate rebates

HIGH

15 USC §45(A)(1) · 16 CFR §238.1

> "2026 CADILLAC OPTIQ SPORT · $1 Dollar Down $483 per month"
>
> "Must qualify for $2,000 conquest and $1,000 supplier rebates."

OBSERVED ON newspecials.html — the 2026 OPTIQ Sport offer (stock C918417)

A conquest rebate requires the shopper to currently own or lease a competing brand, and a supplier rebate requires an employment relationship with a GM supplier. A shopper who already drives a Cadillac, or who has no supplier affiliation, cannot reach $483 per month — and the great majority of the people who see the headline are in one of those groups. Because $3,000 of eligibility-restricted money is built into the advertised payment rather than shown as a possible additional saving, the payment is not generally obtainable by the audience being invited to claim it.

Mitigating: The eligibility conditions are stated in the offer's fine print rather than omitted altogether — the defect is that they are conditions on the headline number, not that they are hidden.

RECOMMENDED REMEDY

Advertise the payment a shopper with no conquest and no supplier eligibility can actually get, then show the two rebates beneath it as additional savings the shopper may qualify for. Your own OPTIQ vehicle page already does exactly this — it lists "Competitive Cash Allowance" and "EV Crossover Loyalty" under the heading "Add. Offers you may Qualify For:" instead of folding them into the advertised price. Copy that structure onto the specials page.

FINDINGS — 3–5 OF 11

F3 Every new-vehicle price on the site requires the buyer to title the vehicle locally

HIGH

15 USC §45(A)(1) | 16 CFR §238.1

> "Crestview discounts are available for local titling only."
>
> "MSRP: · $48,013 · Crestview Savings · -$5,615 · Crestview Protection Package · +$1,490 · Documentation Fee · +$225 · Final Price: · $43,113"
>
> "We also serve as a great Cadillac dealer alternative for Cypress, The Woodlands, North Milldale Cadillac shoppers in MILLDALE, TX."
>
> "Whether you are right down the road or an hour away from Milldale you can use our quick pre-approval form to qualify for one of our finance programs."

OBSERVED ON searchnew.aspx and all 12 new-vehicle detail pages captured, on every listing that shows a "Final Price"

The discounts that produce the advertised Final Price are withheld from any shopper who will not title the vehicle locally, so the price shown is not the price available to an out-of-area buyer. That condition sits in a small line at the bottom of the page, below the listings on the search page and below the "Vehicles You Might Like" carousel on the vehicle pages — far from the Final Price it controls. The site simultaneously invites shoppers from an hour away and from surrounding towns, which is the audience most likely to be excluded by it. "Local titling" is also undefined on the page, so a shopper in Conroe or Kingwood cannot tell whether the price applies to them.

RECOMMENDED REMEDY
Either drop the titling condition and make the Final Price generally available, or move it directly beneath the Final Price on both the search-results tile and the vehicle page — the same position the "*Please Note: We turn our inventory daily" line already occupies — and define the qualifying area in miles or counties so a shopper can determine their own eligibility before contacting the store.

F4 "3.9% APR for 36 Months" is advertised on every new listing without the downpayment and repayment terms that stating a rate and a term requires

HIGH

12 CFR §1026.24(D) | 12 CFR §1026.24(B)

> "3.9% APR for 36 Months for Well-Qualified Buyers When Financed w/ Cadillac Financial"
>
> "0.9% APR for 72 Months and No Monthly Payments for 90 Days for Well-Qualified Buyers When Financed w/ Cadillac Financial"
>
> "Price includes: $1000 - Cadillac Financial APR & Down Payment Assistance Program: $1000 Savings and 3.90% APR for 36 months. $29.48 per $1000 financed. Available to well qualified buyers who finance through Cadillac Financial. XGA. Exp. 08/31/2026 $500 - Cadillac Bonus Cash Program. Exp. 08/31/2026"
>
> "Read More..."

OBSERVED ON searchnew.aspx (every tile) and all 12 new-vehicle detail pages; the OPTIQ page carries the 72-month/90-day-deferral version

Stating a finance rate together with a repayment period pulls in a required set of terms: the amount or percentage of the downpayment, and the repayment obligation across the full term. Neither appears anywhere in the price block. The only place any of it exists is the "$29.48 per $1000 financed" line inside the "Dealer Comments" paragraph, which is collapsed behind "Read More..." and sits several screens below the rate it belongs to — so a shopper reading the advertised rate is not shown the terms alongside it. The OPTIQ listing adds a further gap: it advertises no payments for 90 days without saying what happens to the deferred interest or to the payment schedule over the remaining term.

RECOMMENDED REMEDY
Add a short terms line immediately under the rate in the price block on both the search tile and the vehicle page, carrying the downpayment (amount or percentage) and the repayment obligation over the full term — e.g. the $29.48 per $1,000 financed figure you already hold, expressed as a payment across all 36 months. Do the same for the 0.9%/72-month program and state how the 90-day deferral affects the schedule. Lift these out of the collapsed "Dealer Comments" block so they are visible without a click.

F5 The "Crestview Savings" figure is larger than the actual reduction from MSRP to Final Price

MEDIUM

15 USC §45(A)(1)

> "MSRP: · $48,013 · Crestview Savings · -$5,615 · Purchase Allowance · -$500 · Purchase Allowance · -$500 · Crestview Protection Package · +$1,490 · Documentation Fee · +$225 · Final Price: · $43,113"
>
> "MSRP: · $52,395 · Crestview Savings · -$5,497 · Purchase Allowance · -$500 · Purchase Allowance · -$500 · Crestview Protection Package · +$1,490 · Documentation Fee · +$225 · Final Price: · $47,613"
>
> "The Manufacturer's Suggested Retail Price excludes tax, title, license, dealer fees and optional equipment. Dealer sets final price."

OBSERVED ON searchnew.aspx and all 12 new-vehicle detail pages that show a "Crestview Savings" line

On the first example the shopper is shown savings of $5,615, but the distance from the $48,013 MSRP to the $43,113 Final Price is $4,900 — because $1,715 of dealer additions are added back after the savings are struck. The single most prominent savings number is therefore bigger than any amount the shopper actually saves, even before the two purchase allowances are counted. The arithmetic in the stack is honest and fully shown; the problem is that the headline label is applied to a figure measured before the dealer's own additions.

Mitigating: Every component is disclosed on its own line and the total reconciles exactly, so a shopper who reads the whole stack is not misled about the price they will pay — only about the size of the saving.

RECOMMENDED REMEDY
Either present one net figure (MSRP less Final Price) under the savings label, or rename the line so it reads as a component rather than the total — e.g. "Dealer Discount" — and add a "Total Savings from MSRP" line computed after the Protection Package and Documentation Fee. Keep the line-by-line stack exactly as it is; it is the clearest part of the page.

FINDINGS — 6–8 OF 11

F6 Brand-new 2026 vehicles are described as pre-owned in the same paragraph that describes them as new

MEDIUM

15 USC §45(A)(1)

> "Crestview Cadillac is proud to present you with another True Market Priced Pre-Owned Vehicle . This 2026 Cadillac XT5 Luxury is loaded with the following Factory Options:"
>
> "Crestview Cadillac is proud to present you with another True Market Priced Pre-Owned Vehicle . This 2026 Cadillac Escalade Luxury is loaded with the following Factory Options:4WD and Black Leather."
>
> "Crestview Cadillac is proud to present you with another True Market Priced Pre-Owned Vehicle . This 2026 Cadillac OPTIQ Sport is loaded with the following Factory Options:"
>
> "CONDITION · New · MILEAGE · 5,044"
>
> "Courtesy Transportation Unit"

OBSERVED ON All 12 new-vehicle detail pages captured (2026 Escalade, 2026 OPTIQ and 10 2026 XT5s) — the same template paragraph appears on each

The vehicle information panel says the condition is New while the dealer comments immediately below call the same vehicle a "Pre-Owned Vehicle." A shopper deciding between a new unit and a used one cannot tell from the page which they are being offered, and the question is a live one here because these are courtesy transportation units carrying real mileage — 5,044 on one XT5, 3,653 on the Escalade. The condition statement, the mileage, and the courtesy-unit label are all correct and disclosed; it is the boilerplate sentence that contradicts them.

Mitigating: Actual mileage is stated on every new listing and each of these units is explicitly badged "Courtesy Transportation Unit", so the material facts a shopper needs are on the page.

RECOMMENDED REMEDY
Split the dealer-comments template by condition so new inventory gets a new-vehicle opening sentence and only used inventory carries the "True Market Priced Pre-Owned Vehicle" line. This is one template change in the comments feed and it clears all 225 new listings at once.

F7 A January 2017 award is attached to 2026 models, including one that did not exist in 2017

MEDIUM

15 USC §45(A)(1)

> "Awards: · * Car and Driver Editors' Choice · Car and Driver, January 2017."
>
> "This 2026 Cadillac OPTIQ Sport is loaded with the following Factory Options:"
>
> "This 2026 Cadillac Escalade Luxury is loaded with the following Factory Options:4WD and Black Leather."

OBSERVED ON 2026 Escalade Luxury and 2026 OPTIQ Sport detail pages

An award claim has to be supported for the vehicle it is placed on. A recognition dated January 2017 cannot have been awarded to a 2026 model, and the OPTIQ is a nameplate that was not on sale in 2017 at all — so there is no version of the claim that supports the vehicle it appears beside. A shopper reasonably reads a bulleted "Awards" block on a vehicle page as an award for that vehicle.

RECOMMENDED REMEDY
Suppress any award whose publication date falls outside the model year of the listing, and re-point the feed at current-model-year recognitions only. If the intent is to reference the nameplate's history rather than the unit, label it that way and name the model year that won it.

F8 Pre-owned "specials" carry an expiration date but no discount off the everyday price

MEDIUM

15 USC §45(A)(1)

> "PRE-OWNED SPECIALS"
>
> "2024 CADILLAC XT6 PREMIUM LUXURY · STOCK #: P4085 · Offer Expires 8/31/2026 · $36,010 · CRESTVIEW PRICE"
>
> "2025 CADILLAC ESCALADE SPORT · STOCK #: C918520A · Offer Expires 8/31/2026 · $100,995"
>
> "Special Offer · $36,010 · CRESTVIEW PRICE"

OBSERVED ON usedspecials.html — all four listed offers, cross-checked against the matching vehicle pages for stock P4085, C918520A, C918266A and C918341A

Each of the four "specials" shows exactly the same price, with exactly the same price stack, as the vehicle's own detail page — $36,010 on the specials page and $36,010 on the XT6 page, with no discount line on either. Attaching "Offer Expires 8/31/2026" to a price that is simply the standing asking price tells a shopper that waiting will cost them something when nothing on the page is scheduled to change. The urgency is the claim, and there is no underlying offer behind it.

RECOMMENDED REMEDY
Either put a real reduction behind the specials page — show the prior price and the discount, the way your new-vehicle pages show "Crestview Savings" — or drop the "Offer Expires" line from any pre-owned listing whose price equals the standing price, and present the page as featured inventory rather than as expiring offers.

FINDINGS — 9–11 OF 11

F9 Certified Pre-Owned warranty coverage is advertised without telling shoppers they can read the warranty before buying

MEDIUM

16 CFR §239.2

> “Look for our Cadillac CPO models for added peace of mind, including factory-backed warranty coverage, 24-hour roadside assistance, and a 6-year/100,000-mile limited warranty (from the original in-service date).”
>
> “Plus, our Cadillac Certified Preowned vehicles come with a warranty and an auto-check certified history.”
>
> “Warranty: <<< Preliminary 2026 Warranty >>>”
>
> “24 MONTHS/UNLIMITED MILE WARRANTY**”
>
> “36-MONTH FREE-REPLACEMENT LIMITED WARRANTY**”

OBSERVED ON searchused.aspx, the homepage CPO paragraph, the warranty panels on new and certified vehicle pages, and the parts offers on service-parts-specials.html

Where an ad describes warranty coverage, it should also tell the shopper that the written warranty can be read in full at the dealership before they buy. That line does not appear anywhere in the capture — not on the used search page that advertises the 6-year/100,000-mile coverage, not on the homepage CPO paragraph, and not beside the vehicle-page warranty panels. The double asterisks on the parts warranties point to text that says to see the dealer about part details and qualifications, which is not the same statement and is not present at all for the vehicle warranties.

RECOMMENDED REMEDY
Add one sentence to the warranty template used on the used search page, the CPO paragraph and the vehicle-page warranty panel: that the complete written warranty is available for review at the dealership prior to sale. One line in the shared template covers all three surfaces.

F10 Comparative and superlative claims about price and rates are made without support on the page

MEDIUM

15 USC §45(A)(1)

> “We are convenient, offer a huge Texas size Cadillac Vehicle inventory, committed to lower prices than other Milldale Cadillac Dealers.”
>
> “For years, Crestview Cadillac is known as the best choice for Cadillac drivers in MILLDALE, TX.”
>
> “We have hundreds of new and used Cadillac vehicles for immediate delivery and access to some of the lowest interest rates in the business. *Rates subject to change. Please see dealer for up to date rates.”
>
> “The Crestview Cadillac loan process can help you find the best interest rate for your next vehicle purchase.”
>
> “Great New Vehicle APR!*”

OBSERVED ON Homepage body copy and finance.aspx

"Lower prices than other Milldale Cadillac Dealers," "the best choice," "some of the lowest interest rates in the business" and "the best interest rate" are all objective comparisons against named or implied competitors, and nothing on either page supports them. The asterisk on the finance page leads only to "Rates subject to change. Please see dealer for up to date rates," which addresses volatility rather than the comparison being claimed. Claims of this shape need substantiation the dealer can produce, or they need softening to opinion.

RECOMMENDED REMEDY
Either hold documentation for each comparison and cite its basis and date on the page, or rewrite to claims you can stand behind — describe the breadth of inventory, the lender panel, and the service benefits instead of ranking the store against competitors. The neighbouring copy about complimentary pickup and delivery and free weekly car wash is the model: specific, verifiable, and no comparison required.

F11 Every pre-owned price stack is headed "Less" but its only line item is an addition

LOW

15 USC §45(A)(1)

> “CRESTVIEW PRICE · Less · Price: · $35,785 · Documentation Fee · +$225 · CRESTVIEW PRICE: · $36,010”
>
> “CRESTVIEW PRICE · Less · Price: · $19,666 · Documentation Fee · +$225 · CRESTVIEW PRICE: · $19,891”

OBSERVED ON searchused.aspx (every tile), usedspecials.html, and all four certified/used vehicle detail pages captured

The word "Less" introduces a breakdown whose only entry adds $225. A shopper expanding it expects a deduction and finds a fee, which invites a second look at a total that is in fact correct. This is a labelling artifact rather than a pricing problem — the stack reconciles exactly — but it appears on all 144 pre-owned listings.

RECOMMENDED REMEDY
Relabel the expander to "Price Details" or "See breakdown" in the pre-owned pricing template. Single template string change.

VERIFIED CLEAN

TESTED AND PASSED — VERIFIED CLEAN

New-vehicle price arithmetic — 15 USC §45(A)(1)

We recalculated the full price stack on all 12 new-vehicle pages and on all 12 tiles on searchnew.aspx. Every one reconciles exactly: MSRP less each discount and allowance, plus the Crestview Protection Package and Documentation Fee, equals the stated Final Price to the dollar. Dealer additions are itemized on the face of the price rather than appearing later in the process, and the Documentation Fee is carried inside the advertised total instead of being sprung afterward. This is the strongest thing on the site.

Separating incentives a shopper may not qualify for from the advertised price — 16 CFR §238.1

The 2026 OPTIQ Sport vehicle page builds its $52,588 Final Price only from money a general shopper can get, then lists the Competitive Cash Allowance and EV Crossover Loyalty amounts separately under the heading "Add. Offers you may Qualify For:". That is exactly the right construction, and it is the pattern the specials page should copy.

Disclosure of limited availability — 16 CFR §238.3

Listings whose units may not be on the ground carry "Call dealer for availability" on both the search tile and the vehicle page, and every new-vehicle page repeats "*Please Note: We turn our inventory daily, please check with the dealer to confirm vehicle availability." Each advertised special is also tied to a specific stock number. We found no listing priced without a VIN and stock number behind it.

Actual mileage on new courtesy units — 15 USC §45(A)(1)

Every new listing that is a courtesy transportation unit states its real mileage in the vehicle information panel — 3,653 on the Escalade, 2,915 to 5,359 across the XT5s — and each is badged "Courtesy Transportation Unit" above the price. The service mileage on these units is not concealed. Our finding on this inventory concerns the contradictory boilerplate paragraph only, not the disclosure of condition or mileage.

Service and parts offer terms — 15 USC §45(A)(1)

We checked every offer on service-parts-specials.html. Each carries a coupon code, an expiration date, and its material conditions — tax extra, installation extra where applicable, per-VIN rebate limits, the rebate submission deadline, the form of the rebate (Visa gift card), and the exclusions for diesel engines and Corvettes on the oil changes. The tire price-match guarantee states its eligible brands, the 100-mile competitor radius, the 30-day window, and that the match is set before any manufacturer rebate. This is a well-disclosed set of offers.

"No cost" claims — 16 CFR §251.1(B)

The only no-charge claim in the capture is "No cost installation with purchase" on the wiper blade coupon, and its conditions — purchase required, plus tax if applicable, not valid with other offers, present at time of service — appear in the same block as the claim. We found no free-with-purchase offer whose conditions were withheld until later, and no indication of the required-purchase item being marked up to fund it.

Endorsements and testimonials — 16 CFR §255.5

We looked for customer testimonials, influencer content, paid reviews and affiliate placements across all 25 pages and found none, so no material-connection disclosure is owed anywhere in the capture. Nothing to fix; noted so you know it was tested rather than skipped.

REMEDIATION SEQUENCE · EVIDENCE

What to fix, in what order

Ordered by how much of the site each change touches, not by severity alone — the earliest items are template-level edits on the DealerOn storefront rather than per-vehicle work.

REMEDIATION SEQUENCE

01 Split the dealer-comments template by vehicle condition and date-gate the awards feed
Resolves F6 and F7 in one edit. One boilerplate paragraph currently opens every listing with "True Market Priced Pre-Owned Vehicle" regardless of condition, and the same template attaches a January 2017 award to 2026 vehicles. Branch the opening sentence on the condition field so new inventory gets new-vehicle language, and suppress any award whose date falls outside the listing's model year. This is the highest-leverage change on the list: two template strings clear the contradiction across all 225 new listings and remove the unsupported award from every 2026 page.

02 Put the finance terms next to the rate in the new-vehicle price block
Resolves F4. On the search tile and the vehicle-page price block, add a terms line directly beneath "3.9% APR for 36 Months" carrying the downpayment (amount or percentage) and the repayment obligation across the full term — you already hold the figure, "$29.48 per $1000 financed", but it is buried in the collapsed Dealer Comments paragraph. Do the same for the 0.9%/72-month program on the OPTIQ and state how the 90-day payment deferral affects the schedule. One shared pricing partial covers searchnew.aspx and all new vehicle pages.

03 Move the local-titling condition up beside the Final Price, or drop it
Resolves F3. The condition that produces every advertised Final Price currently sits in the page footer, below the listings and below the "Vehicles You Might Like" carousel. Either make the discounts generally available, or render the condition in the price block itself — the slot the "*Please Note: We turn our inventory daily" line already occupies — and define the qualifying area in miles or counties so a shopper in Conroe, Kingwood or Cypress can tell whether the price is theirs. Same shared partial you are already editing in step 2, so do them together.

04 Recompute the savings label after dealer additions
Resolves F5. In the same new-vehicle pricing template, either show one net figure (MSRP less Final Price) under the savings heading, or rename the existing line to "Dealer Discount" and add a "Total Savings from MSRP" line calculated after the Crestview Protection Package and Documentation Fee. Leave the line-by-line stack untouched — it is correct and it is the clearest element on the page.

05 Rebuild the lease offer blocks on the new specials page from one disclosure template
Resolves F1. Both offers need, in the same block as the payment: the word "lease" beside the number, total due at signing itemized (first payment, acquisition fee, any cap cost reduction, and whether TTL is included or extra), number/amount/timing of payments, the end-of-term charge statement where liability turns on residual versus realized value, and the excess wear-and-use statement. Move "39-month lease" and "24-month lease" into the headlines and fix the "PER MONHTH" typo. Only two offers are live today, so build it as a reusable block that the next month's specials inherit.

06 Re-base the OPTIQ special on a payment a general shopper can obtain
Resolves F2. Advertise the payment available without conquest or supplier eligibility, then show the $2,000 conquest and $1,000 supplier rebates beneath it as savings the shopper may qualify for. Copy the construction from your own 2026 OPTIQ vehicle page, which already separates "Add. Offers you may Qualify For:" from the advertised price — the pattern exists in-house and just needs carrying onto the specials template.

07 Fix the pre-owned pricing template: the "Less" label and the expiring-offer line
Resolves F11 and F8. Rename the "Less" expander to "Price Details" in the pre-owned pricing partial, which covers all 144 used listings, the used specials page and the certified vehicle pages. In the same pass, either put a real reduction behind usedspecials.html — a prior price and a discount, the way the new-vehicle stack shows savings — or remove "Offer Expires 8/31/2026" from any pre-owned listing whose price matches its standing asking price and present the page as featured inventory.

08 Add the pre-sale warranty availability line to the warranty template
Resolves F9. One sentence — that the complete written warranty can be reviewed at the dealership before purchase — added to the shared warranty block covers the CPO paragraph on searchused.aspx, the homepage CPO copy, and the warranty panel on new and certified vehicle pages.

09 Rewrite the comparative claims on the homepage and finance page
Resolves F10. Five claims rank the store against competitors on price and rates with nothing on the page to support them. Either document each comparison and cite its basis and date, or replace them with specifics you can prove. The adjacent copy about complimentary pickup and delivery, the free weekly car wash and GM-certified technicians is the model to follow — concrete, verifiable, and no competitor comparison required. This is last because it touches two pages rather than a template, but it is the easiest single afternoon of work on the list.

ATTESTATION · SCOPE

EVIDENCE APPENDIX — PAGES CAPTURED 12 AUGUST 2026

```
/
/newspecials.html
/usedspecials.html
/service-parts-specials.html
/finance.aspx
/searchnew.aspx
/searchused.aspx
/new-2026-cadillac-escalade-luxury-C918200
/new-2026-cadillac-optiq-sport-C918207
/new-2026-cadillac-lyriq-sport-C918214
/new-2026-cadillac-vistiq-sport-C918221
/new-2026-cadillac-escalade-iq-sport-C918228
/new-2026-cadillac-escalade-iql-premium-C918235
/new-2026-cadillac-xt6-premium-luxury-C918242
/new-2026-cadillac-escalade-sport-C918249
/new-2026-cadillac-escalade-esv-v-C918256
/new-2026-cadillac-escalade-sport-platinum-C918263
/new-2026-cadillac-lyriq-sport-2-C918270
/new-2026-cadillac-optiq-sport-2-C918277
/new-2026-cadillac-vistiq-sport-2-C918284
/new-2026-cadillac-escalade-iq-sport-2-C918291
/new-2026-cadillac-lyriq-sport-3-C918298
/new-2026-cadillac-escalade-iql-sport-C918305
/new-2026-cadillac-lyriq-sport-4-C918312
/new-2026-cadillac-optiq-sport-3-C918319
```

ATTESTATION

Every quotation in this document was captured from **www.crestviewcadillac.example.com** by automated browser render on **12 August 2026** and is reproducible from the page inventory above. **11 findings** are recorded, of which **4** are high severity; **7** tested categories returned clean. No finding is asserted without a verbatim string behind it.

FINDINGS
11
4 high · 6 medium · 1 low

PREPARED FOR
Crestview Cadillac

CAPTURE METHOD
Headless browser render, 25 pages

PREPARED BY
AUTONOMi · AXIOM

Re-running the identical capture after remediation produces a line-by-line diff of which strings changed and which findings clear. Scope covers public English-language pages on the primary domain only; syndicated third-party listings, paid search and social advertising, and non-English pages were not in scope for this pass.

SCOPE AND STANDING

This review reads only what a shopper can read. It cannot see buy-orders, deal jackets, or the terms actually presented in the finance office, so it speaks to what the advertising represents and not to what any individual transaction contained. Nothing here is a determination that a violation occurred — that judgment belongs to counsel and to the regulator. What it does establish is that the quoted text is live on the site today, and that each quoted item is measured against a rule that governs it. Re-running this capture after remediation will show, line by line, which strings changed.