

UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION

In the Matter of

RAMEY MOTORS, INC.,
a corporation.

FILE NO. _____

AGREEMENT CONTAINING

practices of Ramey Motors, Inc., a corporation ("Proposed Respondent"). Proposed Respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between Ramey Motors, Inc., by its duly authorized officers, and counsel for the Federal Trade Commission, that:

1. Proposed Respondent, Ramey Motors, Inc., is a West Virginia corporation with its principal place of business at Route 460 East, Princeton, WV, 24720.
2. Proposed Respondent admits all the jurisdictional facts set forth in the draft complaint.
3. Proposed Respondent waives:
 - a. Any further procedural steps;
 - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law; and
 - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.
4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify Proposed Respondent, in which event it will take such action as it may consider appropriate or

issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by Proposed Respondent that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.
6. This agreement contemplates that it is accepted by the Commission, and if such acceptance is not subsequently

disclosure shall be of size and shade and appear on the screen for a duration and in a location sufficient for an ordinary consumer to read and comprehend it.

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

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

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

3. "Consumer credit" shall mean credit offered or extended to a consumer primarily for personal, family, or household purposes.

4. "Material" shall mean likely to affect a person's choice of, or conduct regarding goods or services.

5. "Motor vehicle" shall mean

a. any self-propelled vehicle designed for transporting persons or property on a street, highway, or other road;

b. recreational boats and marine equipment;

c. motorcycles;

d. motor homes, recreational vehicle trailers, and slide-in campers; and

e. other vehicles that are titled and sold through dealers.

I.

IT IS HEREBY ORDERED that respondent, directly or through any corporation, subsidiary, division, or other device, in connection with any advertisement to promote, directly or indirectly, the purchase, financing, or leasing of automobiles, in or affecting commerce, shall not, in any manner, expressly or by implication:

A. Misrepresent that when a consumer trades in a used motor vehicle ("trade-in vehicle") in order to purchase another motor vehicle ("newly purchased vehicle"), respondent will pay any remaining loan balance on the trade-in vehicle such that the consumer will have no remaining obligation for any amount of that loan; or

IV.

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

- B. This order's application to any respondent that is not named as a defendant in such complaint;
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Signed this _____ day _____, 2011.

RAMEY MOTORS, INC.

By: _____
 JAMES C. RAMEY, JR.
 Vice President

 JOHNNIE E. BROWN
 Pullin, Fowler, Flanagan, Brown & Poe, PLLC
 Attorney for Respondent

 ROBIN THURSTON
 Counsel for the Federal Trade Commission

APPROVED:

 JESSICA RICH
 Associate Director
 Division of Financial Practices

 DAVID C. VLADECK
 Director
 Bureau of Consumer Protection