

it listed at \$15,000, and offer the car dealer \$13,000 cash. And if the car dealer says, "Oh, you know, I'll sell that car to you for \$13,000 cash, then that statement that, "We do no-haggle pricing," wasn't true. If the car dealer says, "I'm sorry -- you misunderstand. When we say we don't do any haggling, we don't. The price of the car is \$15,000," then you know that that's true. There's no way to know that just by looking on an online dealer's site when they list a price and when they say that it's a firm price. And a lot of people don't understand that. And it's that difference between advertising and information. Advertising is interesting. Advertising sometimes is fun to watch. Sometimes, the commercials are more interesting than the television shows. But information is what we want to make decisions on.

>> Robin Thurston: Steve, go ahead.

>> Steve Hall: At driversselect, we are an online retailer of used vehicles. And we do about 300 units a month, all online. And the leads come through the Internet. We're seeing a dramatic shift, actually, in consumer behavior on it. We're seeing that consumers are going online primarily to take control over the buying process. There's several things that they do when they're online -- as Tom mentioned, more information. They know that the amount of information online far exceeds the information that's available through a -- one salesperson at one dealership. The consumer also wants to be independent in the purchasing decision. They want to be selective in who they do business with. They have -- They find that the Internet gives them access to so much more information, not just about the vehicle, but they have access to blogs, e-mails, online newsletters, buyers guides, "Consumers Report," social networks and search engines on it. All of this is starting to begin more and more decisive factors in who a > R

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>> Robin Thurston: Tom, go ahead.

>> Thomas D. Domonoske: Yeah. I'd like to respond to the one comment about real-time price comparisons. Until there's a marketplace where everyone is advertising a price at which they will sell the product, like the gas station --

instead of buying a Prius in Harrisonburg, Virginia. So the FTC owes a car deal to car dealers in Harrisonburg. [Laughter]

>> Robin Thurston: Put it on the expense report. Jeremy, go ahead.

>> Jeremy Anwyl: Well, regarding that Prius, right now, prices are pretty high. You might want to wait a couple months until inventory's built. [Laughter] So, actually, this is doing you a favor. But I think you raised a couple of interesting points. It actually is possible for a consumer to fully negotiate a deal before visiting a store and actually go in and take delivery of the vehicle and be in and out of there in 30 minutes or 60 minutes. It's rare. It doesn't mean it can't be done, but the tools are out there. And I think this is what's raising -- it really raises an interesting point. It's one

negotiating and when they are ready to buy a vehicle, that they are making sure that the price they pay is a fair price, that the trade-in value that they're getting is a fair value, the finance rate that they're paying is a fair rate? Because it's not that hard, but you have to know to do it.

>> Robin Thurston: Dwain, go ahead.

>> Dwain Alexander II: I agree that the awareness is an issue. And with servicemembers, part of the problem is getting to them to make them aware before this instance happens. Servicemembers arrive at a station and maybe within a couple of weeks to four months, they've bought a car -- sometimes because they need it, sometimes because they've been taken there. Making them aware of the fact that there is this wonderful tool that has all this information on it that would make them better informed consumers and then somehow directing them to use that tool before they bought would be of great value to the servicemember. Just, again, the whole problem is gonna base our center around education and getting an informed consumer before they get to the place where they're relying on the seller to be the educator, so that you can control the seller as the educator.

>> Robin Thurston: Jeremy.

>> Jeremy Anwyl: But I think there's -- We're circling, I think, around what's really a fundamental issue, and that is that there are sort of stratuses developing of car buyers. You have well-informed car buyers, people that are fairly well educated, they tend to be a little bit more affluent, and they're really doing their homework, and they are taking advantage of all the tools, the data, the information that's available on the Internet. But, then, you also find people that, perhaps, aren't

transaction. There is just every incentive to maximize the profit on each element of those -- of the transaction, and if consumers are not paying attention, they can end up paying more than they need to.

>> Robin Thurston: Steve?

>> Steve Hall: Yeah, I think most consumers realize that, in buying a used car, what makes it so painful is that you do have to either overpay with your wallet or overpay with your time to actually get a good deal. And I think there's some things out there that consumers can do to lessen that impact on it. And I think the Internet is certainly making consumers a lot smarter. Here are some of the things that we are seeing consumers do that are enabling them to make better decisions online. The first thing is they're doing their research about the vehicle, as Jeremy and others have mentioned. But then they also have the ability to do their research about the seller. And there is all kinds of information they can access about the seller on it, independent of the input from the selling dealer. They can also take a look at that dealer's Website, and you can get a feel for how transparent that dealer really is being with ylerTc -0.u (g)1 ()]TJ 0aa-10an it-0.u 2(e)-fsonlin26.4ore0(i)-2(s),

longer in your showrooms when they're shopping on it. They may still go to the showrooms to buy, but more and more consumers are shopping online. And if they don't get the information they want, it's just a click away. It's not like they have to get back in their car and drive to the next dealership. So it's so much easier for the consumer to leave you if they don't get what they want. So I think you'll see -- continue to see a trend of dealers -- of consumers accessing the Internet and leveraging that information to become more informed. I think that's the message -- is become more and more informed, because it is available out there.

>> Robin Thurston: I know you have your sign up. I'm gonna move on to another question. I think we've been talking primarily about price shopping online and price comparisons. Are consumers going online to compare financing options? Are they doing research about financing? Are they completing any financing deals online? Do you want to speak to that? Tom, go ahead.

>> Thomas D. Domonoske: Yep. There's a tremendous number of sites online. I believe Dwain Alexander talked about the ability to shop for credit, but not really know who you're shopping that credit with, and that if you just go online and the sites are begging for the information to check your credit and make you a credit offer -- I use the word "offer" not in the legal sense -- the problem is whether they're actually making you an offer in the legal sense. The -- As Jeremy mentioned, the technology exists, especially for loans. They could be making you an offer in the legal sense, and you could accept that, and you could borrow money right from your desktop, and it's a legitimate offer. You should be able to go online, and in that technological world, and get multiple offers from creditors on finance terms, choose the best term, get an offer, and then be one of the people that walks on the car lot with cash in your pocket. That technology is there. Unfortunately, this goes back to what I was talking about -- the difference between information and advertising. I call it the illusion of information. Someone gets something that they think is an offer, but if they really read the fine print, oh, it's not really an offer. They shouldn't have to read the fine print. If it says it's an offer, if it looks like an offer, it should be an offer. And so people are using these tools, and they think they're getting information -- really, what they're giving is advertising. That site may have just wanted hits. They might be making their money by selling their site to advertisers and that they're not actually in the business of extending credit. They're not actually in the business of making offers. They might be a car dealer looking for leads, and that by putting your information

advertisements and that sort of thing. My question is, are those issues different in the online marketplace from traditional media, you know, other kinds of advertisements, or are there other consumer-protection issues that are unique to online shopping that differ from, you know, traditional brick-and-mortar shopping? Tom?

>> Thomas D. Domonoske: I think they're different because the Internet and the software allows

company, and Travelocity were really trying to rip me off. But I think what they did, they do all the time, and it is just a software in

them really any more functionality on the Website that they can't access through the mobile phone. But it's a rapidly growing segment, and we're seeing incredible traffic there.

>> Robin Thurston: Okay. I think -- one more question. Rosemary?

>> Rosemary: Thank you. In California, we have a requirement that, when a vehicle contract is negotiated in a language other than English, if it's one of the seven main languages in our state, that the contract has to be provided to the consumer in that language. And I'm wondering about language issues on the Internet, 'cause we're not finding that consumers are getting that kind of disclosure in language. And how does that work?

>> Steve Hall: We haven't really experienced anybody negotiating in a different language. You know, we do have the Hispanic community and -- but we have Hispanic-speaking associates, so... But we haven't had any negotiations in a lot of other languages at all, so I don't know if I could speak properly to that.

>> Jeremy Anwyl: I think it's an interesting issue. Obviously, from the Edmunds perspective, we're not selling anything, so there's no contracts associated with it. You could -- There are legal understandings between the site visitors and ourselves, like our privacy agreement, and they all tend to be in English. We have been watching traffic as it relates to different languages. The tricky part we find is that, if we create Spanish sites or Spanish content, it tends not to get a lot of readership, and that's a bit of a puzzle, 'cause you would think, 'cause -- and, you know, talking about California, we're located in Santa Monica -- certainly, a heavy Hispanic population. Tw 17oy, lug i120(a10(a)-6(g -1

in personal finance and payday loans. They're all attracted to this place where you can shoot fish in a barrel. And why would you expect car dealers to be any different?

>> Carole Reynolds: Dwain?

>> Dwain Alexander II: So, tacking onto what Mike was saying, I think our most vulnerable section is that first tour. When you join your -- I'm from Kansas City, Missouri. If you're from Kansas City, you join the military -- you go to boot camp. You're really, really busy. You're learning a lot of stuff. Basically, we're reorientating you to a military lifestyle, where you'll follow direction. And then you show up at your first duty station. You're exhausted. You're kind of, "Where am I?" You're at a new place. You need transportation. This is our most vulnerable level of servicemember and consumer, and this is where we're having a majority of our problems. They're being addressed as they leave the airport. They're being addressed in the cabs as they go to duty stations. They're met as they come back from deployment. As they're leaving their ship, there are cabs which take them places -- with advertisements that take them to dealers and get paid for delivering a buying customer to a dealer. So this is that first level where, after that, you go E-1, E-2, E-3. The next duty station, you may be E-4, E-5. E-4 is the last level where you're probably most vulnerable. I've talked to car dealers, and they say they don't want E-5 and above. They don't want senior petty officers. They want junior people 'cause they don't push back. These guys will listen to what you say. If you've got a retired chief or a retired sergeant in the office, they will listen to what you say and sign where you say "sign" and drive off if you say "drive off," even if they don't have a driver's license.

>> Carole Reynolds: Shawn?

>> Shawn D. Mercer: Carole,

>> Shawn D. Mercer: Addressing Tom's example, the Marine Corps Base at Camp Lejeune, as well as the Marine Corps Air Station at New River both declared that particular business off-limits. The Armed Forces Control Board did that, and I actually reviewed their list, and they are, in fact, on that list, so the base handled that situation, to my understanding, internally, with the mechanism that's already in place. And as to the issue of bird-dogging, as Terry said, there are a number of states that outlaw the practice, but it's generally prohibited because it's deemed to be selling vehicles without a license where the state requires licensing. The practice of bird-dogging itself is not limited to the automotive industry. It's prevalent across all industry. For example, I went to the dentist to get my teeth cleaned last week. My dentist gave me some cards to give to friends, and they will give you a gift card or a free electric toothbrush for referring other people to the dentist. They said, "Tell them what a great experience you had, and I'll give you something in return." If anybody took a cab when they arrived in San Antonio, if you asked the cabbie for a recommendation on a restaurant, you can rest assured, they're going to get something from the restaurant for delivering you to the restaurant. It's a widespread practice. But why it tends to be restricted in many states in the automotive industry, again, is because of the issue of licensing. If you are routinely involved in selling cars and receiving compensation, it's already prohibited in many, if not most, states.

>> Carole Reynolds: Dwain?

>> Terrence J. O'Loughlin: Bird-dogging is especially egregious in the military, because we're an organization that relies on trust and interdependence. So you have to rely on your shipmates, your seniors, your subordinates to do things and to be there for you. When you have a senior petty officer taking recruits to a dealership to buy cars that may or may not be good, may or may not be priced reasonably and making money on them, that destroys the cohesion of that unit and their ability to function, so it's detrimental to us as a unit. The part about the Armed Forces Disciplinary Control Board -- I'm the consumer law adviser to the one in the Mid-Atlantic Region. And so I talked to them about car dealers and issues and things come up. When you place a car dealer off-limits, and we've done that several times, it does impact their business. We placed one dealer off-limits. Their sales went from 40 to 12. And it makes unlawful for the servicemember to go to that

dealership if they -- you know, well, it's unlawful for them to go. It's an orders violation. However, what that dealer did do was increase their advertising to military members. They created a military financing Website that didn't have their name on it. They increased their ads on Craigslist and other things from their service -- from their salespeople to servicemembers, advertising great deals for servicemembers, and within a period of a couple of months, their sales were back up. They also came before the board and agreed to stop doing all bad things, and because the board's charter is not to sanction civilian entities, but to work with the community to make sure that we are cooperating and developing a good military/civilian relations, once they've agreed to stop doing bad things, generally, they're taken off-limits until you can prove that they're doing bad things again. And so, while the board does function and does have a good purpose, a dealership who wants to do wrong can get around that just by advertising. If you're catching somebody at the airport and taking them to the dealership, they don't know who's off-limits, so...

>> Carole Reynolds: Shawn?

>> Shawn D. Mercer: And, Carole, in conclusion, I did want to raise the issue of the senior petty officer receiving a bird-dog for referring enlisted men to a particular business. If that practice is, in fact, negatively impacting morale of the troops, why is that not addressed internally, if a senior enlisted person or officer is, in fact, negatively impacting morale by their own actions? Why is that not handled internally?

>> Michael Archer: Well, I think it should be handled internally. That's one of the tools. But I'd like to talk about the AFDCB, the Disciplinary Control Board, and what it looks like -- not at the presidential-appointee level, but at the worker-bee level of the person bringing the case before the hearing. First of all, I don't have any investigators. The military police don't go out. They have jurisdictional problems. They got other things to do. So I have to sit back passively and wait for people to make those sorts of complaints. And some of them do -- some of them don't. Many of them don't have an idea that there's even been a problem. And then, when I get the first one, well, maybe it's got a good paper trail, and maybe it doesn't, or it's just "he said/she said." So, maybe I need a couple of more complains before I go to the AFDCB. And then, what happens is, under the Joint Services Regulation, we get to basically send a letter warning them about how they're doing

this guy. If I tell who he is, all the other petty officers or chiefs on the ship,” or whoever that this rank structure is, "will know what I did, and I got somebody else in trouble.” So, how can a junior person report a senior person in a system that doesn't -- where there could be a problem? And so, when people do give us the names, we do take them to mast. We do try and prosecute. Mast is a criminal function, so there has to be enough evidence to do something in that regard. You can put these places -- make it prohibited employment. But the reality of the situation is that, in a military structure, that order and discipline in the rank structure really counts for a lot. And junior people reporting on senior people doesn't happen that often.

>> Carole Reynolds: I'd like to turn now to a discussion about spot delivery and yo-yo financing. We did address this in the first roundtable. I would just like to first have a brief recap of spot delivery, and perhaps you would like to address that, and then a brief recap of yo-yo financing, if someone else would like to...

>> Shawn D. Mercer: Certainly. A spot delivery is, quite simply, allowing a customer to leave with a vehicle before financing is 100% final. And in my view, technically, any deal where cash is not paid, to a certain extent, it's a conditional delivery. And the reason I say that is because until the funds are actually received from a lender or finance -- or I should say third-party finance sources -- we're talking about retail installment contracts -- it's technically conditional because the dealer has not yet been paid for the vehicle. However, when there tend to be problems, the problems are created by the consumer. The consumer forgets about charge-offs. The consumer is mistaken about their length of residence. They might overestimate their income when they complete a credit application. And a lot of these lenders or third-party finance sources these days -- they conduct consumer interviews. And they will call the consumer and ask them questions. "Have you, in fact, resided at such and such address for the last three years? Do you, in fact, make 'X' amount per month or per year?" And sometimes it turns out that information is not true. That leaves the dealer in a predicament. They have to call the customer back, if the contract allows it. And I know we'll probably get into this, but conditional deliveries drastically vary depending upon how they're handled. In many situations, by the wording of the contract, it is, in fact, a completed sale and the consumer would be fully within their rights to make monthly payments to the dealer because the dealer is typically listed as being the creditor. However, if there is a valid agreement

that's incorporated and made a part of that retail installment contract, a bailment agreement, then, yes, in fact, consumers can take a vehicle from the lot in most states, and they will drive it until the sale becomes final, and then that condition is removed from the agreement. So, I don't see conditional deliveries as being a pervasive problem. There might be situations or individual anecdotes from bygone years where a dealer delivers a vehicle just to yank the person back and try to jack up prices. In reality, if there is a re-contract -- and, again, the customer is within their rights to walk away -- that's the recourse for a conditional delivery. If the sale is not consummated, the contract is rescinded. If the consumer elects to re-contract, what we tend to find is that the sales price goes down. The dealer makes less profit. It is not a situation where the customer is promised a low rate and they come back and they're charged a higher rate -- quite the opposite is true.

>> Carole Reynolds: Now, I'd like --

>> Shawn D. Mercer: The rate goes down.

>> Carole Reynolds: Sorry. I'd like someone else to talk about yo-yo, and then, if you could also apply it in the military...

>> Michael Archer: Thank you. The spot delivery, as our other panelist mentioned, is simply a conditional sale. The yo-yo is the abuse of the conditional sale -- essentially, telling some person -- misleading them into believing your financing is final, or, if not, "It's just a technicality. It's a matter of time. Drive the car off the lot. Don't worry about it." And then he gets that telephone call sometime later, yanking him back to the dealership like a yo-yo on a string, thus the name, at which time he said -- he's told, "You know, you don't qualify for this financing, and you need to buy another car or get different financing," all of which may be illegal, but that certainly happens. And then, when the Marine or sailor decides, "I don't want to do this. I want to rescind the contract, and I'm within my rights to do that," first of all, they don't know they're within their rights. They'll say, "Just give me my trade-in back. Just give me my down payment back. Let's go to the status quo ante, and let me get out of here." And at that point they're told, "No, no. That car's been sold." You know, every other car on the lot's still there, but 24 hours later, magically, his trade-in

dealer's choice, if it's not happy with the dollars it could get for selling the finance contract. And the question is, what did the consumer think when the consumer drove off the lot? I've done these cases in several states. I've talked with lawyers in states around the country. The cases that come to the lawyers -- and, again, we see the victims. We see people who've been done wrong. The cases that come to the lawyers -- when the consumer drove off the lot, the consumer thought, "The deal is done." And they thought the deal is done, 'cause the finance manager says, "I got you approved." They thought the deal is done because they were told, "Congratulations. It's your car." They thought the deal was done 'cause they got plates put on the vehicle that are in their name. They thought the deal was done because they got insurance that they had to get, because the service contract started running that day -- the warranty started running that day. The representations made to them that they relied on were, "The deal is done." Now, they may have also been given, in a stack of papers, another document that said, "Hey, the deal's not done," and that document is fraudulent. You can't lie to someone and tell them you're putting them in a completed deal and then slip a piece of paper in that says, "The deal's not done." What we're talking about is not the legal structure of the documents, but the actual reality of the sales process with the finance manager that happens behind closed doors. Was that person told, "The deal is done"? And in every spot delivery/yo-yo case, they're fraud cases, because every case I've seen, the consumer was told, "The deal is done." In the military, there's no reason for that deal not to be done. And by "reason," I don't mean necessarily within the car dealer, but they have -- an E-1, an E-4, an officer -- they have a guaranteed income. They know where that person lives. They know where that person works. If that person wants to move up within the military, they're gonna have to maintain a security clearance. They're gonna have to keep their debts in order to do that. That is the best credit customer in America. And the finance companies should tell the dealer, "We're immediately funding you on the basis of that person being in the military." And I think that, as a industry, which is the car dealers and the finance companies, when they're willing to let the dollars flow to the car dealer, there's no reason that the financial industry is not letting the car -- letting the money

>> Carole Reynolds: Terry? And then we need to turn to some additional aspects.

>> Dwain Alexander II: What happens for our servicemembers when a yo-yo deal occurs -- to sell a car, you need a buyer's order or a contract. That's the basic instrument you need to say, "We're agreeing to buy and sell this vehicle." What follows that is frequently a retail installment sales agreement, which has extra terms, a promissory note in it, and it defines the buyer and the seller

through on the terms presented. And in my experience, as well, I've talked to probably thousands of consumers. This issue came up often. And one of the questions I would pose to consumers -- "Did you know it was a final transaction?" Some didn't. My experience is that most of them did. Now, the documents themselves certainly tell the consumer if it's final or not. And the --

today's market addresses, I think, adequately with existing laws. The issue of failure to provide TLA disclosures -- covered under existing law. I don't believe additional regulations are necessary. I think, primarily, dealers are compliant, and where they're not, the law addresses it.

>> Carole Reynolds: Let's focus now for a few minutes on add-ons. When a military consumer, as other consumers -- shop for a vehicle, of course, there may be additional products or items that could become -- or could be offered or could become part of the transaction. Could someone please describe some examples of what these add-ons are, and, also, we're particularly interested in whether there are representations here that could be problematic? And one term that's sometimes used is... Michael?

>> Michael Archer: We've had -- Recently, I've polled attorneys within Marine Corps Installations East, and they've seen a lot of the extended service contracts or warranties, one or the other, and the misrepresentations has been -- in the one case, when they say, "We're gonna give you this two-year warranty," but then packed somewhere in Page 6 of the document is, "The inception date for that was 18 months ago, when the car was first sold." So, the other thing that we're seeing is other sorts of warranties, where the dealers will, essentially -- something will go wrong, fairly minor. They'll just keep the car in the shop for as long as they possibly can, and then wait for the short-term warranty to run out, and then as soon as that happens, the transmission falls apart. So, we've seen those kinds of things.

>> Carole Reynolds: Dwain?

>> Dwain Alexander II: The add-ons that I see are generally two types -- one of them adds profit -- well, they both add profit to the dealership. But one is, "I'm going to sell you a car, and then I'm going to sell you accessories that will customize that car and make a profit on those --" your basic add-ons. The other one is, "I'm going to sell you a car, but the amount of the loan that you can get at your current pay structure isn't enough to cover the car, so I'm gonna sell you an add-on, and we're going to use the profit from that add-on to cover the extra in the car." We have one case where two buyer's orders were written -- one for one price that went to the financing institution that was financing it -- the most you could get for this particular servicemember. Another one was

written, and that one went to a secondary lender, and included with that was a purchase for a GPS system. It was \$2,700 for your standard in-the-dash, stick-on-the-board GPS system that, I guess, retails -- I've seen them for \$199, \$200. And the contract was written up as though the GPS system cost \$2,500 and then some service for the car was an additional \$200, for a total of \$2,700. And the -- we went to the dealer and explained, and eventually, the dealer worked it out, 'cause it looked really nasty when you saw the paperwork. But their whole thing was, "We could have gone through a subprime lender and gotten this thing financed at a much higher interest rate, but to help out the servicemember, we went ahead and made this fiction, where we went to the bank and gave one buyer's order and got that money, and then, at a lower interest rate on a smaller amount, we went to this other lender and got a GPS unit for \$2,700. It covered the balance that we wanted on

today, a vehicle service contract. He indicated that he bought a contract for his own son. It could be an insurance product. There are a number of things. It could be GAP. GAP, for those of you that don't know, is a product that will basically pay off the difference between the value of the vehicle and the loan in the event of a total loss. That makes sense for some purchasers -- maybe not for others, but, again, those are all voluntary elements of the transaction. And to the extent there is an abuse somewhere, I think that's the exception, not the norm. Dealers, by and large, are looking for a customer for life. I hear that from dealers every day. They want to treat the customer well. They want to offer value. They want to offer products and services that appeal to customers and potential customers, and that is their focus. It is not to put \$2,700 GPS units on a vehicle. I do not dispute the fact that those types of things have happened in the past and they probably are happening in some places today, but that's not the industry norm. So I just wanted to point out that these so-called "add-ons," these additional products and services are offered are voluntary, and that's just another piece of the transaction. And the customer has the absolute right to say no. They're voluntary.

>> Carole Reynolds: A quick follow-up point of clarification -- if the consumer, the military consumer, is quoted a monthly payment, how do they know what's in that payment? Could you also...

>> Shawn D. Mercer: Certainly. Consumers, in reality, are driven by monthly payments. I think everyone here is aware of that. TusuDCr

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developed practices to maximize their profit in that process, and regulating that part of the industry would be very beneficial. And if you're not doing anything wrong, anyway, it won't impact you --

and most importantly, is to emphasize, particularly with military people, education. I believe it's called Camp Geiger at Lejeune -- is that right, Mike?

>> Michael Archer: There's a satellite base, Camp Geiger, yes.

>> Shawn D. Mercer: Young enlisted military men, when they arrive at Camp Lejeune from Parris Island, my understanding is that they are afforded some education. And I believe that one or more of the local franchise dealers in Onslow County, North Carolina, participate in trying to provide some information to these people about the car-buying experience -- what to expect, what it entails.

>> Male Speaker: They shouldn't be. They're vio--

>> Carole Reynolds: All right, we need to leave some time for the audience...questions.

>> Female Speaker: Thanks. On the extended service contracts, one problem we've seen is that many cars that are sold to servicemembers are salvage or have prior damage, and usually, the service contracts don't cover that. So I was wondering if you could comment on that. And, also, on the loan packing, we're hearing about dealers who are telling consumers, "Well, if you don't get these products, then that low interest rate we're offering you disappears, and the interest rate goes up." And is that legal?

>> Terrence J. O'Loughlin: No. [Laughter] No, that is not legal, and the idea that a salvaged vehicle, which is an extended warranty or mechanical break-down protection or other service contract -- obviously, that's a fraudulent transaction. Any dealer that does that, they should be prosecuted, and if it's happening more near military bases, I mean, I'd recommend anybody in JAG to report it to the Attorney General's Office, because I can tell you every Attorney General's Office is keen on enforcing these type of actions.

>> Carole Reynolds: Any other questions? We're really basically out of time. Others? Okay. Please join me in thanking our panelists. [Applause]

>> Male Speaker: Good times. [Indistinct conversations]

>> Male Speaker: Got you, but all they had to do... But one thing is, this is not intentional. [Indistinct conversations]

>> Jim Chen: Sorry to shoo everyone away. But my name is Jim Chen, and I'm an attorney with the Federal Trade Commission. And I just want to get -- have a couple minutes here to talk about

Sentinel is the breadth of organizations and individuals that contribute to it. Apart from military members directly contributing to it, state attorney generals can put their complaints in. We have international partners, such as the Canadian Anti-Fraud Centre, that also contribute -- the Internet Crime Complaint Center, other non-governmental agencies, such as the various BBBs, Better Business Bureaus, or Lawyers' Committee for Civil Rights -- they also help us out by inputting complains. And the reason why I'm talking about it today is that it hasn't really been as well -- widely used as we would like. We get far fewer complaints into Military Sentinel than Consumer Sentinel, and, you know, we're hoping, since we have such a great audience here, especially of people that educate military consumers and have access to military servicemembers, that, you know, we hope that this can be more widely spread amongst the military population, that this is an avenue that really helps law enforcement to hone in on consumer-protection problems. And with that, I think that we have lunch until 1:30, I believe. So we'll hope to see everyone back then. [Applause]