

Fwd{3} Consumer Help Request (ID 126463)

From: Peter Hogg
Sent: Monday, January 02, 2017 4:14 P.
To: Consumer
Subject: Fwd: Consumer Help Request

Follow Up Flag: Follow up
Flag Status: Completed

My wife (Donna F Towne) and I (Peter H Hogg) recently entered into a 3 year auto lease agreement that we wish we hadn't only to find that apparently there are no legal statutes protecting consumers who find themselves coerced into a new car lease deal for an automobile that does not fully meet their real needs and wants. After some discussions with the dealership to see how we and they can resolve our problems with this vehicle it appears the only real option we have is to pay a purchase buyout price of \$22,505.79 by 01/16/17 plus any applicable fees for taxes, new title and new registration. We had already given them a \$5,000 downpayment, 3 monthly lease payments of \$209.50 and our 2003 Pontiac Grand Prix that they took in trade at a value of \$1,100. In other words we will be purchasing this 2016 Rogue for some \$28,134.29 which will according to the NADA Guides currently only be worth some \$20,000 in trade-in value if and when we can find a vehicle that really meets our needs.

We are requesting any and all information and assistance we can obtain to (1) enter a complaint about our recent experience at a local Nissan dealership where we somehow ended up signing the 3 year lease agreement for a new 2016 Nissan Rogue is not what we wanted or intended to do; and (2) ask the Attorney General to draft some consumer protection legislation that will create laws in Vermont to provide a "Grace Period" in these lease agreements that would allow consumers to get out of the lease within some reasonable number of business days of the date of signing any such automobile lease agreement.

We note with some interest that it appears, from available data at the Federal Trade Commission that some states, have a Grace Period provision for Used Automobile contracts but apparently none for new vehicle sales and leases even though those contracts are for vehicles that routinely involve substantially more financial commitment and responsibility for the consumer. It is strange to think that it doesn't make as much sense to have a similar consumer protection provision for any contracts dealing with automobile dealership agreements for leasing or buying any automobile, whether new or used, in Vermont.

Please have your office review the following account of our experience with this particular Nissan dealership (Formula Nissan at 1504 Barre Montpelier Road, Barre, VT) and the lease agreement terms of the Nissan Motor Acceptance Corporation in Dallas, Texas. We

would also request that your review involve a comprehensive study of the contracts used by all major automobile dealerships operating in the State of Vermont and any similar consumer complaints that have been brought to your attention over the past several years. Because of our experience and our concern for others like us, we'd hope that your staff can give particular attention to the cases involving seniors like ourselves, who are 75/+ years old with some serious disabilities and circumstances that often result in us being more susceptible to well crafted professional sales pitches, ploys and questionable lease/sale closing procedures used by some and perhaps all major automobile dealerships operating in Vermont.

In mid October of 2016 my wifes 2003 Pontiac Grand Prix showed signs of needing to be replaced by something more reliable and dependent for her normal transportation needs. Since the same was somewhat true but not as critical for our other car, we decided to start looking for a replacement vehicle for her car, and came up with the following needs and desires:

A USED, Low Mileage, HATCHBACK with LEATHER SEATS, FULL ELECTRIC DRIVER Seat, Mirrors, windows and Hatchback Open/Close system for my 4'10" wife who has serious physical issues that limit her ability to get in and out of the vehicle, readjust seating and lift a walker or packages into or out of the rear compartment. She also was telling salespeople that we wanted any financing to be through our local credit union. And, because we live on a dirt road in Berlin, Vermont we were also trying to find something with sufficient wheelwell clearance for typical Vermont road snowfall clearance and the spring mud season.

After visiting several dealerships where we kept hearing that "it would cost us more for a used vehicle than a new one", on October 14, 2016 my wife and a friend visited a local Nissan dealership where she told the salesperson her needs and desires. That salesperson proceeded to show my wife a brand new 2016 SUV that he was convinced met her needs and financial limits better than the cost of a used vehicle. She left the dealership and about 3 days later we received a call from the salesman about "an exciting new monetary offer that had just been made available" and asking that we stop by that same day.

Later that day we did stop in when we were both very tired and had only 10-15 minutes to spare. The salesman told us that the "exciting deal" was a special \$350 incentive discount that could be added to the deal provided we signed a lease deal that same night". We were NOT anxious to sign any deal that night and we reminded them that we were headed for a granddaughters soccer game and said that it might get over in time to come back later that evening. They let us leave and stated that "they would stay overtime that evening to help us".

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The next day we did return to the dealership and, left them our trade-in and checks (drawn on our credit union account) covering a \$5,000 down payment to secure a monthly lease payment of \$209.50, the first month's lease payment of \$209.50 for 36 months at the end of which we could purchase the vehicle for another payment of a total of \$16,401 plus a \$300 Purchase Option Fee plus any other Taxes, Title and re-registration fees due at that time. At that point we did agree to take the SUV that we leased home and we left after some brief instruction on the vehicles very (for us) confusing systems and a photo shoot of us for what turned out to be a free dealership calendar with a photo of us and the SUV. By the time we got home we were both asking each other what the heck we had just gotten ourselves into and then began trying to think of what options we might have to get out of that agreement. The amazing thing is the SUV in question is not USED, does not have LEATHER SEATS and has a driver's seat that is only partially adjusted via ELECTRONICS. I tried calling the Vermont AG Consumer Help Line to see if there is some form of "grace period" for cancellation of these auto lease agreements and was told

that a grace period of any sort for these automobile contracts is a common myth that is widely believed but untrue. I also tried to call an attorney and the Office On Aging but got no help whatsoever.

We have since completed two surveys from the Nissan Corporation in which we expressed our disappointments with the whole process and outcome. Those generated a couple of calls to us by the salesman who expressed some confusion and concern about our survey comments but with no offers to do anything constructive to help us cancel the agreement without excessive financial loss in the process. I also visited the dealership to ask if they could somehow help me find a way to eliminate particular problems my wife is encountering trying to get into and out of this SUV. The upshot of those discussions was that we were looking into adding some Running Boards on the vehicle at an additional expense to us of about \$800 with no guarantee that she will be able to get in or out with her physical limitations. We have since found that she cannot negotiate getting into or out of a similarly high SUV with runningboards any better. They also suggested that we contact Yipes Stripes to have a Leather Seat kit installed that I have since found out will cost us another \$2,000.

We have also since been told by the dealership that the lease forms being used by the Nissan Motor Acceptance Corporation do not allow us to make a deal with someone else to take over the balance of the lease responsibility in any way shape or form. This is another point that was never brought up in our discussions with the dealership sales staff nor by their Business Manager during the signing process.

My whole purpose in writing this email is to encourage the Vermont Attorney General to do some "Investigative Research" on the problems consumers are encountering with the contracts they are entering into for automobiles. The lack of statutes that give some reasonable method of getting out of agreements is appalling. Many of us are inadvertently coerced into signing these contracts when we are particularly vulnerable and severely incapable of understanding how unfairly professional automobile salespeople sometimes take advantage of the elderly and those of limited means. I'd particularly like to see some effort to create laws and statutes that address these issues and lack of fair recourse for consumers. At present the laws seem to be severely inadequate for consumer protection in regard to the sales and lease contracts that auto dealers have created and use every day. When did it become legal to have us sign contracts that we have not actually had an opportunity to read beforehand that cover years of financial commitment and perhaps very unreasonable conditions like the restriction against an early buyout

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year it is in force. We are still asking ourselves why we signed any such contract
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Many thanks for any consideration you can give to this request and I look forward to
hearing
from the Attorney General's office what steps they can and will be taking to help
prevent others
from these unfair practices.

Sincerely,

Peter Hogg



1/9/2017

Re: VT AGO Complaint #2017-00053 Hogg, Peter (Formula Nissan) CAP

From: [REDACTED] >

To: Kim Gauthier <vtautocap@aol.com>

Subject: Re: VT AGO Complaint #2017-00053 Hogg, Peter (Formula Nissan) CAP

Date: Fri, Jan 6, 2017 5:10 pm

Dear Kim:

On October 14, 2016 Donna Town met with Formula Nissan Inc. Salesperson Nick Castellaneta, inquiring about a vehicle that was AWD, Power seat, and sat up higher than her pontiac. At this time Nick showed her a 2016 Nissan Rogue, her husband Peter was not at the dealership for this interaction, after looking at several different Rogues and refusing to test drive them, she was asked several times can you get in and out ok? She stated yes, this will work fine, we did numbers and donna needed to talk to her husband and get back to us. On October 17, 2016 Donna and Peter came back into the dealership sat down at a table in the showroom, where the numbers on the Rogue were presented and Peter said to Donna, is this what you want? Donna said yes, but Peter has not seen the Rogue yet. At this time they had to leave for a soccer game and Nick pointed out the Rogue. A few hours later the couple returned, where Nick asked again is this a vehicle that will work and can I earn your business today? At which time they said yes, The ironic part of this whole complaint is that since Formula Nissan was made aware by a bad survey given by Peter to Nissan, Formula Nissan has been in contact with Donna, who stated there were no issues and she would talk to Peter, Formula Nissan has talked to Peter on several occasions about these issues and offered many resolutions, and has asked Peter to bring Donna in so we can get her in a vehicle that will fit. As of January 6, 2017 we only see Peter in the dealership asking when he can get Donna here to buy out the lease.

Unfortunately there is a huge communication issue between Donna and Peter and some buyer's remorse that Formula Nissan can do nothing about.

Regards

Jack A. Castellaneta
Vice-President
Formula Nissan

On Fri, Jan 6, 2017 at 4:07 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Dear Jack:

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint **please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend.** We will then forward your response back to Consumer Assistance Program office for them to respond to the consumer.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

From: Peter Hogg [REDACTED]
Sent: Monday, January 02, 2017 2:12 PM
To: Consumer
Subject: Fwd: Consumer Help Request

Follow Up Flag: Follow up
Flag Status: Completed

Categories: M-Files

My wife (Donna F Towne) and I (Peter H Hogg) recently entered into a 3 year auto lease agreement that we wish we hadn't only to find that apparently there are no legal statutes protecting consumers who find themselves coerced into a new car lease deal for an automobile that does not fully meet their real needs and wants. After some discussions with the dealership to see how we and they can resolve our problems with this vehicle it appears the only real option we have is to pay a purchase buyout price of \$22,505.79 by 01/16/17 plus any applicable fees for taxes, new title and new registration. We had already given them a \$5,000 downpayment, 3 monthly lease payments of \$209.50 and our 2003 Pontiac Grand Prix that they took in trade at a value of \$1,100. In other words we will be purchasing this 2016 Rogue for some \$28,134.29 which will according to the NADA Guides currently only be worth some \$20,000 in trade-in value if and when we can find a vehicle that really meets our needs.

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cases involving seniors like ourselves, who are 75/+ years old with some serious disabilities and circumstances that often result in us being more susceptible to well crafted professional sales pitches, ploys and questionable lease/sale closing procedures used by some and perhaps all major automobile dealerships operating in Vermont.

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Later that day we did stop in when we were both very tired and had only 10-15 minutes to spare. The salesman told us that the "exciting deal" was a special \$350 incentive discount that could be added to the deal provided we signed a lease deal that same night". We were NOT anxious to sign any deal that night and we reminded them that we were headed for a granddaughters soccer game and said that it might get over in time to come back later that evening. They let us leave and stated that "they would stay overtime that evening to help us".

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We have since completed two surveys from the Nissan Corporation in which we expressed our disappointments with the whole process and outcome. Those generated a couple of calls to us by the salesman who expressed some confusion and concern about our survey comments but with no offers to do anything constructive to help us cancel the agreement without excessive financial loss in the process. I also visited the dealership to ask if they could somehow help me find a way to eliminate particular problems my wife is encountering trying to get into and out of this SUV. The upshot of those discussions was that we were looking into adding some Running Boards on the vehicle at an additional expense to us of about \$800 with no guarantee that she will be able to get in or out with her physical limitations. We have since found that she cannot negotiate getting into or out of a similarly high SUV with runningboards any better. They also suggested that we contact Yipes Stripes to have a Leather Seat kit installed that I have since found out will cost us another \$2,000.

We have also since been told by the dealership that the lease forms being used by

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Motor Acceptance Corporation do not allow us to make a deal with someone else to take over the balance of the lease responsibility in any way shape or form. This is another point that was never brought up in our discussions with the dealership sales staff nor by their Business Manager during the signing process.

My whole purpose in writing this email is to encourage the Vermont Attorney General to do some "Investigative Research" on the problems consumers are encountering with the contracts they are entering into for automobiles. The lack of statutes that give some reasonable method of getting out of agreements is appalling. Many of us are inadvertently coerced into signing these contracts when we are particularly vulnerable and severely incapable of understanding how unfairly professional automobile salespeople sometimes take advantage of the elderly and those of limited means. I'd particularly like to see some effort to create laws and statutes that address these issues and lack of fair recourse for consumers. At present the laws seem to be severely inadequate for consumer protection in regard to the sales and lease contracts that auto dealers have created and use every day. When did it become legal to have us sign contracts that we have not actually had an opportunity to read beforehand that cover years of financial commitment and perhaps very unreasonable conditions like the restriction against an early buyout prior to the first year it is in force. We are still asking ourselves why we signed any such contract and can't come up with a logical answer.

Many thanks for any consideration you can give to this request and I look forward to hearing from the Attorney General's office what steps they can and will be taking to help prevent others from these unfair practices.

Sincerely,

Robert Hogg

A handwritten signature in dark ink, appearing to read "Robert Hogg", with a long, horizontal, wavy line extending to the right.

RE{3} Consumer Help Request (ID 126466)

From: AGO - CAP
Sent: Thursday, January 05, 2017 10:57 AM
To: 'Peter Hogg'
Subject: RE: Consumer Help Request

Re: Complaint #2017-00053
Dear Peter:

Thank you for contacting our office. This email is to inform you that your complaint has been referred to the Vermont Auto Dealers Association (VADA), because the business named in your complaint is a VADA member. Complaints regarding VADA members are reviewed by VADA and may be brought before the Auto Consumer Assistance Program Panel (AutoCAP). The panel is comprised of both dealer and consumer representatives and works to resolve complaints between dealers and consumers.

Please be advised that VADA will not process your claim if an attorney is involved, if the issue is currently in litigation, or if the vehicle is not in your possession. I have included the contact information for VADA below, should you need to contact their office regarding your complaint:

VADA
1284 US Route 302-Berlin, Suite 2
Barre, VT 05641
Phone: 802-461-2655
Email: vtautocap@aol.com

Please know that we have also forwarded your concerns regarding policy issues to the Vermont Attorney General's Public Protection Division for review.

If you would like more information on our action to refer your complaint, please feel free to contact our office.

Sincerely,
Lauren Jandl
Consumer Advisor

Vermont Attorney General's Office
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov
Phone: 1-800-649-2424 / 802-656-3183

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Sent: Monday, January 02, 2017 2:12 PM
To: Consumer
Subject: Fwd: Consumer Help Request

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The upshot of those discussions was that we were looking into adding some Running Boards on the vehicle at an additional expense to us of about \$800 with no guarantee that she will be able to get in or out with her physical limitations. We have since found that she cannot negotiate getting into or out of a similarly high SUV with runningboards any better. They also suggested that we contact Yipes Stripes to have a Leather Seat kit installed that I have since found out will cost us another \$2,000.

We have also since been told by the dealership that the lease forms being used by the Nissan Motor Acceptance Corporation do not allow us to make a deal with someone else to take over the balance of the lease responsibility in any way shape or form. This is another point that was never brought up in our discussions with the dealership sales staff nor by their Business Manager during the signing process.


My whole purpose in writing this email is to encourage the Vermont Attorney General to do some "Investigative Research" on the problems consumers are encountering with the contracts they are entering into for automobiles. The lack of statutes that give some reasonable method of getting out of agreements is appalling. Many of us are inadvertently coerced into signing these contracts when we are particularly vulnerable and severely incapable of understanding how unfairly professional automobile salespeople sometimes take advantage of the elderly and those of limited means. I'd particularly like to see some effort to create laws and statutes that address these issues and lack of fair recourse for consumers. At present the laws seem to be severely inadequate for consumer protection in regard to the sales and lease contracts that auto dealers have created and use every day. When did it become legal to have us sign contracts that we have not actually had an opportunity to read beforehand that cover years of financial commitment and perhaps very unreasonable conditions like the restriction against an early buyout prior to the first year it is in force. We are still asking ourselves why we signed any such contract and can't come up with a logical answer.

Many thanks for any consideration you can give to this request and I look forward to hearing from the Attorney General's office what steps they can and will be taking to help prevent others from these unfair practices.

Sincerely,

Peter Hogg

RE{3} Consumer Help Request (ID 126466)

A large, dark, irregular redacted area covering several lines of text in the upper left portion of the page.

Re{3} VT AGO Complaint #2017-00053 Hogg, Peter (Formula Nissan) CAP (ID 126822)
From: Kim Gauthier <vtautocap@aol.com>
Sent: Monday, January 09, 2017 12:03 PM
To: AGO - CAP
Subject: Re: VT AGO Complaint #2017-00053 Hogg, Peter (Formula Nissan) CAP
Attachments: P Hogg 2017-00053.pdf

Hi Lauren,

AUTOCAP is returning this complaint to you because the consumer is really looking for action by the AG's office. We did, however, get a response from the dealership to help further explain the events that took place.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

-----Original Message-----

From: AGO - CAP <AGO.CAP@vermont.gov>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Thu, Jan 5, 2017 10:42 am
Subject: VT AGO Complaint #2017-00053 Hogg, Peter (Formula Nissan) CAP
Hello Kim,

Please see the attached consumer complaint.

Sincerely,

Lauren Jandl
Consumer Advisor

Vermont Attorney General's Office
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov
Phone: 1-800-649-2424 / 802-656-3183

VT AGO Complaint #2017-00053 Hogg, Peter (Formula Nissan) CAP (ID 126465)
From: AGO - CAP
Sent: Thursday, January 05, 2017 10:42 AM
To: 'Kim Gauthier'
Subject: VT AGO Complaint #2017-00053 Hogg, Peter (Formula Nissan) CAP
Attachments: 010517 Hogg.txt

Hello Kim,

Please see the attached consumer complaint.

Sincerely,

Lauren Jandl
Consumer Advisor

Vermont Attorney General's Office
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov
Phone: 1-800-649-2424 / 802-656-3183

DAVID
WIN OVER \$20,000 IN CASH AND PRIZES!
CAPITOL CITY BUICK GMC 1162 U.S. ROUTE 2, BERLIN, VT 05602

CASH MONEY

\$20,000*
ODDS:
1:20,200

VERMONT
LOTTERY

LOTTERY TICKET

\$5 VERMONT
SCRATCH OFF*
ODDS 20,198:20,200

SCRATCH OFF HOLOGRAM
TO REVEAL YOUR KEY CODE. IF YOUR
CODE MATCHES ONE OF THE KEYS,
YOU'RE A WINNER!



(603) 931-4027
91502500

GIFT CARD

\$2,500*
ODDS:
1:20,200

CAPITOL CITY BUICK GMC
1162 U.S. ROUTE 2
BERLIN, VT 05602

WWW.NEWAUTOEVENT.COM/DAVIDDION

DAVID, GET TOP DOLLAR FOR YOUR 4RUNNER...

BLUE & GOLD INCENTIVE
OFFICIAL BLUE BOOK & INCENTIVE PROGRAM



AUTHORIZED VEHICLE FOR OUTBACK

2010 TOYOTA 4RUNNER

MSRP OFFER UP TO

\$22,891.00†

AWARDED TO
DAVID DION

YOU'RE RECEIVING THIS OFFER BECAUSE YOU OWN A VALUABLE
PREOWNED VEHICLE IN THE MARKET SO VALUABLE, WE WANT TO
OFFER YOU UP TO \$22,891.00* TO TAKE IT
OFF YOUR HANDS

SIMPLY BRING IN YOUR 2010 4RUNNER AND LET US EVALUATE
IT. IF EVERYTHING CHECKS OUT WE'LL GIVE YOU A CHECK FOR
UP TO

\$22,891.00†



(†) All prices are based on Kelley Blue Book® Very Good trade-in value, less 30 cents mileage deductions, reconditioning, trim levels and accessories. Offers cannot be combined. See dealer for complete details. Certain restrictions apply. All offers valid until last day of sale listed on this mailer. Dealer and agency are not responsible for incorrect trade values. In the event of a misprinted trade offer your local participating dealer will be able to give you the correct value. With the purchase of any new or pre-owned vehicle in stock. Certain restrictions apply. See dealer for details. Kelley Blue Book® is not a participating partner in or sponsor of this event or offer. Prices are based on Kelley Blue Book® (Very Good) trade-in value and subject to visual inspection and adjustment for mileage and condition. Not responsible for typographical errors.

(*) NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. PURCHASE OR DONATION DOES NOT INCREASE CHANCES OF WINNING. Contest promoter is Coastal Media Company • 126 S. Park Ave. Suite C • Winter Park, FL 32789. Contest Sponsor is Capitol City Buick GMC • 1162 U.S. Route 2 • Berlin, VT 05602. Mailers distributed 35 miles around the Berlin, VT area. See dealer for details. Recipient/ addressee must be 18 years or older, and must bring flyer and/or game piece to event location during the sale dates listed on this advertisement to compare your confirmation code to the prize board and claim prize. The scratch off amounts do not represent dollar amounts. a) All taxes are the responsibility of the prize recipient. b) Odds of winning \$20,000 Cash (\$20,000 value) are 1:20,200. Odds of winning \$2,500 Gift Card (\$2,500 value) are 1:20,200. Odds of winning a \$5 Vermont Lottery Scratch Off Ticket (\$5 value) are 20,198:20,200. The designated prize recipient must show valid state I.D. and must be verified as the designated prize recipient on file with the insurance company. c) Grand prize & \$2,500 Gift Card shall be awarded within 45 days of receipt and verification of documentation by the qualified prize winner. d) This promotion is void where prohibited by law. e) Dealer and/or event coordinator, and advertising agency are not responsible for lost, late or misdirected prize piece. Not responsible for typographical errors. f) This contest is sponsored by the dealership listed on advertisement. g) Eligibility limited to U.S. residents. Employees and relatives of dealership are ineligible to participate in this promotion. Limit one prize per household. See dealer for complete contest rules. Any unclaimed prizes will not be awarded. Photos are for illustration purposes only.

**NEW 2016 GMC SIERRA
1500 DOUBLE CAB**

SALE PRICE:

\$30,878

(Stk# MT16089) MSRP: \$37,490; Sale price: \$30,878, plus tax, title & registration. Must qualify for GM Supplier pricing and finance through dealer.

**NEW 2016 GMC SIERRA 2500
HD REGULAR CAB**

SALE PRICE:

\$33,878

(Stk# MT16108) MSRP: \$41,250; Sale price: \$33,878, plus tax, title & registration. Must qualify for GM Supplier pricing and finance through dealer.

NEW 2017 GMC ACADIA LTD

SALE PRICE:

\$42,878

(Stk# MT17010) MSRP: \$48,750; Sale price: \$42,878, plus tax, title & registration. Must qualify for GM Supplier pricing and finance through dealer.

7 DAYS ONLY

MONDAY	DECEMBER 26	8AM - 6PM
TUESDAY	DECEMBER 27	8AM - 6PM
WEDNESDAY	DECEMBER 28	8AM - 6PM
THURSDAY	DECEMBER 29	8AM - 6PM
FRIDAY	DECEMBER 30	8AM - 6PM
SATURDAY	DECEMBER 31	8AM - 5PM
MONDAY	JANUARY 2	8AM - 6PM

3 KEYS TO WIN

MATCH YOUR SCRATCH-OFF CODE
TO ONE OF THE ENCLOSED KEYS AND
YOU'RE A WINNER!

AUTHENTICITY
PROTECTION



SEE INSIDE
FOR DETAILS



LOOK INSIDE FOR DETAILS

CAPITOL CITY BUICK GMC

1162 U.S. ROUTE 2
BERLIN, VT 05602

PRSR 8TD
U.S. POSTAGE
PAID
CONFIDENTIAL
MAIL

POSTMASTER-TIME SENSITIVE!
IN HOME DATE: SATURDAY 12/24/16



*****5-DIGIT 05673

T87 P10 7353



CAPITOL CITY BUICK GMC 1162 U.S. ROUTE 2, BERLIN, VT 05602

SEE REVERSE SIDE FOR DETAILS

Blue Book Value

If you own a Toyota 4Runner between the years of 2009 and 2011, we want to offer you up to 120% Kelley Blue Book Value!

QUALIFYING VEHICLE

BLUE&GOLD INCENTIVE



**THE KEYS TO
WIN BIG**

INSIDE ARE

(Stk# MT17007) MSRP: \$30,110; Sale price: \$24,878, plus tax, title & registration. Must qualify for GM Supplier pricing and finance through dealer.

NEW 2017 GMC
TERRAIN SLE1 AWD

SALE PRICE

\$24,878



011817 Dion (ID 127188)

From: consumer@uvm.edu
Sent: Tuesday, January 17, 2017 12:57 PM
To: AGO - CAP
Subject: The Form ' ' was submitted
Attachments: Capitol_City_Buick_GMC_Solicitation.pdf

The Form ' was submitted, this is the list of values it contained.

Your First Name
David
Your Last Name
Dion
Confirmation Number
WB17-00040
Your E-Mail Address

Your Daytime Phone

Daytime Phone Type
Office
Your Age

I am a...
Your Mailing Address

Your Alternate Phone

Alternate Phone Type

Did you call CAP and receive a reference number? If so, please enter it here:

Business Name or Person's First Name
Capitol City Buick GMC
Person's Last Name

Business Phone (1)
888-693-9978
Phone (1) Type
Office
Business Phone (2)

Phone (2) Type

Business E-Mail Address

Business Address
1162 US Route 2
Business City
Berlin
Business State
VT

Business Zip Code
05602-0000

Business Website/URL

www.capitolcityauto.com

Is your complaint about:

An automobile dealer

Is your complaint about a vehicle you purchased?

011817 Dion (ID 127188)

No

What is the year of your vehicle?

What is the make and model of your vehicle?

Is the vehicle new or used?

Where did the vehicle receive its last state inspection?

Inspection sticker number, date and color:

When was the vehicle purchased?

What was the purchase price?

Vehicle mileage at time of purchase:

Current mileage on the vehicle:

Did you receive a Buyer's Guide document with the vehicle?

Which of the following apply to the vehicle?

Description

I received the attached solicitation in the U.S. mail. The instructions state, "scratch off hologram to reveal your key code. If your code matches one of the keys, you're a winner!". I scratched off the hologram to see the number "30455". This number matched the number on the key above the hologram and next to "cash money \$20,000* odds: 1:20,2200". I called the number requested (603) 931-4027. When prompted I entered the activation code "91502500". The call transferred to someone who said I needed to go to the auto dealership to collect the prize. I drove to the auto dealership and gave the solicitation to the salesperson. He invited me to sit down and asked about my car. I said I was not there to purchase a car but to collect my prize. He said I won a scratch off ticket. I showed the solicitation and said the prize is \$20,000. He said the solicitation is to get me to come to the dealership and the activation code on the solicitation entitled me to a prize of a scratch off ticket and not \$20,000. I believe this is false advertising.

Amount of loss:

\$20,000.00

How would you like this matter to be resolved?

Pay the \$20,000 prize owed.

Please list any documents you have available related to this complaint (and attach copies at

the end of this form, or mail/fax them to us)

Incident Date

12/29/2016 12:00:00 AM

Attachment

/media/forms/upload/Form_0eb9ce2a-ffed-441c-9a23-b2b1dbe518e3/ebd7301a-f6f6-4a48-8f70-7b6270a24244/Capitol_City_Buick_GMC_Solicitation.pdf

RE{3} Report on St. J auto (ID 127192)

From: Cornell-Brown, Rowan
Sent: Friday, January 20, 2017 1:31 PM
To: Hobson, Ted
Cc: Bailey, Jay
Subject: RE: Report on St. J auto

Hi Ted,

I will try and get on this (and Poulin and Capitol City) this afternoon if I can. My plate is a little full today, so I may not be able to get you anything until early next week. I'm limited in the number of reports I can run from here, so when I do queries for complaints against particular businesses I just use the advanced search function in Law Manager.

With that said, I did notice there are a few Reports listed that may be useful, but I do not have access to run any of them. Maybe someone (Jason?) has access to them at CAP, or maybe they are just obsolete. I've CCed Jay who can hopefully tell us what these reports do and if any of your folks can run them:

Anyway, I will try to get some info for you as soon as I can.

Best,

Rowan

From: Hobson, Ted
Sent: Friday, January 20, 2017 11:59 AM
To: Cornell-Brown, Rowan <rowan.cornell-brown@vermont.gov>
Subject: Report on St. J auto

Rowan--

Can I get a report on our history of complaints against St. J Auto, including detail? They complained about the CAP room to TJ during the campaign, so I'm meeting with them next week and want to be informed of our side of the issues.

N.B. If there is a simple way of doing this, or there is a memorized report, I'm happy to do these myself. I still struggling with the byzantine interface of LawManager.

Ted Hobson, AAG, Director, Consumer Assistant Program
(802) 656-1025



Department of Motor Vehicles
Agency of Transportation
dmv.vermont.gov

Dealer Report of Sale – Temporary Registration

120 State Street
Montpelier, Vermont 05603-0001
802.828.2000
Toll Free: 888-99-VERMONT

This Form Must be Completed in Full and is NOT Valid for Intransit Permits

Dealer: FREEDOM NISSAN, INC. Dealer #: _____

Owner(s): RUEL MCLAMB

Address: _____

Vehicle: NISSAN TRUCK XTERRA 2006 GREY 12/03/16
Make Model Year Color Date Purchased

SN1AN08W96C517718 CAR GKA764

Vehicle Identification Number

Auto/Truck

Plate #

Date Issued: 12/03/16 Date Expires: N/A

COMPLETE ONLY IF VEHICLE IS SALVAGE, SALVAGE AND REBUILT, OR TOTALED:

I/We certify that the motor vehicle described above is: ☐ Salvage ☐ Salvage and Rebuilt ☐ Declared a total loss by the insurer. This information has been conveyed to the purchaser, both orally and in writing in accordance with 23 VSA §2093(b) and §2093(c). If this section is completed, Buyer/Lessee please sign here:

**THE TEMPORARY REGISTRATION EXPIRES 60 DAYS FROM DATE OF ISSUE
ANY ALTERATIONS WILL VOID THE CERTIFICATE**

Motor Vehicle Trade In:

CHEVROLET 1999 N/A
Make Year (e.g. 2009) Plate #

1GNDT13W5X2145880

Vehicle Identification Number

Purchase Price \$	<u>7,681.00</u>
Trade-In Credit \$	<u>499.00</u>
Net Taxable Cost \$	<u>7,182.00</u>
Tax Due \$	<u>430.92</u>
Registration Fee \$	<u>25.00</u>
Transfer Fee \$	<u>N/A</u>
Title Fee \$	<u>46.00</u>
Warranty Fee \$	<u>N/A</u>
Misc. \$	<u>N/A</u>
TOTAL \$	<u>501.92</u>

A VEHICLE NOT DISPLAYING A VALID VT INSPECTION STICKER MUST BE INSPECTED WITHIN 15 DAYS OF REGISTRATION. YOU MAY USE THIS TEMPORARY REGISTRATION TO HAVE YOUR VEHICLE INSPECTED.

ODOMETER DISCLOSURE STATEMENT

I state the odometer now reads 117,004 (no tenths) and I hereby certify to the best of my knowledge that (check applicable statement below):

- ☐ The odometer reading is the actual mileage.
☐ The odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. **WARNING – ODOMETER DISCREPANCY**

Dealer/Lessor Name (Print): FREEDOM NISSAN, INC. Phone #: (802)864-7400

Dealer/Lessor Address: 1095 Shelburne Rd South Burlington, VT 05403

Dealer/Lessor Signature: _____

Buyer/Lessee Name (Print): RUEL MCLAMB

Buyer/Lessee Address: _____

Buyer/Lessee Signature: _____

Date of Statement: 12/03/16 Date To Lessee: 12/03/16

Date From Lessee: 12/03/16

White – DMV | Yellow – Dealer | Pink – Customer



Freedom Nissan

ixtime Automobile Status Report

Prepared For



RUEL MCLAMB

2006 Nissan XTERRA

Date December 23, 2016

VIN 5N1AN08W96C517718

Mileage 117237

RO# 6052201

Service Advisor

Chelsea Fitzgerald



Freedom Nissan

Freedom Nissan

1095 Shelburne Road

South Burlington, VT 05403

Freedom Nissan Service Commitment

Excellence at every turn... and every straightaway

Our dealership's primary goal is to satisfy every customer at every opportunity. You visit our service department regularly, and we have developed a number of ways to make your visit more comfortable and informative. We know that you want straight answers, and that's the only way we will deliver it to you.

We understand that your knowledge of your vehicle and its necessary repairs is probably not on par with the understanding that your technician has. In order to be sure that his findings and reporting is as clear and concise as possible, we use this Vehicle Information Booklet as a tool to help us communicate your vehicle's condition to you.

Our technicians are the most qualified to work on your vehicle. They have trained extensively, and partake in continuing education regularly to be sure that they are up to date on any changes and improvements handed down from the manufacturer. Our service advisors strive to make your experience with us a pleasant one. They are here to attend to your automotive needs as well as communicate effectively between your technician and you.

Please make yourself comfortable in our waiting area. Watch some TV, use your laptop with our free WI-FI access or just relax and enjoy the quiet. Our courtesy shuttle can take you shopping, to a movie or home if you prefer.

We appreciate your business and will continue to strive for excellence in everything we do for you.

Multi-Point Inspection Form

RO# 6052201

RUEL MCLAMB

VIN 5N1AN08W96C517718

Advisor Chelsea Fitzgerald

Technician Patrick Delgadillo

Created on 12/21/2016 9:08 AM

☒ Checked and OK at this time

☐ May Require Future Attention

☐ Requires immediate attention

Interior / Exterior

- ☒ Bulbs and Lights
- ☒ Windshield Washer Spray / Wiper Operation / Wiper Blades / Including Rear (if applicable)
- ☒ Windshield / Window Condition
- ☒ Upholstery / Carpet / Floor Mats / Mirrors / Trim
- ☒ Emergency Brake Adjustment
- ☒ Horn Operation
- ☒ Fuel Tank Cap Gasket
- ☐ Clutch Operation (if equipped)
- ☐ Cabin/HEPA Filter (if equipped)

Under Hood

- ☒ Fluids: Oil / Coolant / Power Steering / Brake Fluid / Washer
- ☒ Engine Air Filter
- ☒ Belts / Tensioners (condition and adjustment)
- ☒ Cooling System Hoses / Heater Hoses / Air Conditioning Hoses and Connections
- ☐ Radiator Core / Air Conditioning Condenser (if equipped)

Battery Performance

- ☒ Battery Terminals / Cables / Mountings
- ☒ Check Condition of Battery (Storage Capacity Test if Applicable)

Under Vehicle

- ☒ Shock Absorbers / Suspension
- ☒ Steering Gear Box / Linkage and Boots / Ball Joints / Dust Covers
- ☒ Muffler / Exhaust Pipes / Mountings
- ☒ Engine Oil and/or Fluid Leaks
- ☒ Drive Shaft Boots / Constant Velocity Boots / U-joints / Transmission Linkage (if equipped)
- ☒ Transmission / Differential / Transfer Case (Check Fluid Level, Fluid Condition and Fluid Leaks)
- ☒ Fuel Lines and Connections / Fuel Tank Band / Fuel Tank Vapor Vent System Hoses
- ☒ Inspect Nuts and Bolts on Body Chassis

Tread Depth (measured in 1/32")



- ☒ LF 12
- ☒ RF 12
- ☒ LR 12
- ☒ RR 12

Abnormal Wear Pattern of Tires

- ☐ LF
- ☐ RF
- ☐ LR
- ☐ RR

Check Brake Linings (measured in millimeters)

- ☒ LF 8
- ☒ RF 8
- ☒ LR 8
- ☒ RR 8

State Inspection

State Inspection Sticker Oct 2017

Additional Service Recommendations

In the process of inspecting your vehicle for safety and reliability, your technician **Patrick D** made the following observations and recommends that you do the necessary repairs to resolve these issues.

■ Red: requires immediate attention.

■ Yellow: in need of attention soon.

Oil Change - 5qt Conventional

Item Description

The act of draining out the old or dirty oil from an engine and replacing it with fresh oil, and replacing the oil filter. The most basic service item.

Reason

If not changed, the result will be engine overheating and engine damage.



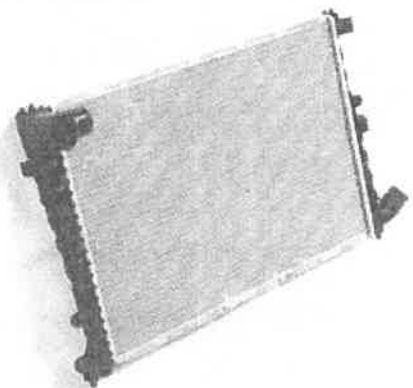
Radiator Replacement: leaking

Item Description

The engine generates heat when it is running; this heat must be removed to prevent damage to the engine. Coolant circulates throughout the engine and absorbs this heat. The water pump pushes the coolant through the radiator (where it is cooled) and returns it to the engine once more to absorb the engine's heat, before returning it to the radiator to be cooled again.

Reason

If not replaced, a corroded and leaking radiator will cause the engine to overheat.



Radiator

Thermostat Replacement: weak .opens to soon.before 180*

Item Description

The thermostat is a valve that keeps coolant circulating in the engine until it reaches normal running temperature. When this happens, the thermostat opens and allows coolant to flow to the radiator.

Reason



Thermostat

If not replaced, the thermostat will fail to open, and the engine will overheat. If the thermostat sticks open, the engine will take longer than normal to reach operating temperature, causing poor heater performance and higher exhaust emissions.

[Other]: rear diff vent seized,replace

Item Description

Speak with your service advisor for more information on this recommended service.

Reason



[Other]: extended valve stem caps

Item Description

Speak with your service advisor for more information on this recommended service.

Reason



Repair Estimate

PREPARED FOR
RUEL MCLAMB

Service Advisor
Chelsea Fitzgerald (CF)

Date 12/23/2016 07:55 AM
2006 NISSAN TRUCK XTERRA
VIN 5N1AN08W96C517718
Mileage 117,237
RO# 6052201

Service Name	Price
[Primary]: WASH - COMPLIMENTARY CAR WASH VALUED AT \$15.99	0.00
[Primary]: 55NIZINSP - MULTI POINT INSPECTION CK FOR OIL AND FILTER SERVICE	0.00
[Primary]: 99 - MISC	0.00
[Primary]: 99 - MISC	0.00
Oil Change - 5qt Conventional	16.14
Radiator Replacement: leaking	460.32
Thermostat Replacement: weak .opens to soon.before 180*	183.71
[Other]: rear diff vent seized,replace	32.00
[Other]: extended valve stem caps	10.88
Printed on December 23, 2016	
Quote expires on January 22, 2017	

Subtotal	703.05
Deductible	0.00
Shop Charges	33.87
Tax	15.34
Total	752.26



Freedom Nissan

Freedom Nissan
1095 Shelburne Road,
South Burlington VT

8028647400

Freedom Nissan

∞xtime Automobile Status Report

Prepared For



RUEL MCLAMB

2006 Nissan XTERRA

Date December 27, 2016

VIN 5N1AN08W96C517718

Mileage 117370

RO# 6052321

Service Advisor

Chelsea Fitzgerald



Freedom Nissan

Freedom Nissan

1095 Shelburne Road
South Burlington, VT 05403

Repair Estimate

PREPARED FOR
RUEL MCLAMB

Service Advisor
Chelsea Fitzgerald (CF)

Date 12/27/2016 01:58 PM
2006 NISSAN TRUCK XTERRA
VIN 5N1AN08W96C517718
Mileage 117,370
RO# 6052321

Service Name	Price
Printed on December 27, 2016	
Quote expires on January 26, 2017	



Freedom Nissan

Freedom Nissan
1095 Shelburne Road,
South Burlington VT

8028647400

**FREEDOM NISSAN**

1095 Shelburne Rd. - South Burlington, VT 05403
 (802) 864-7400 - Fax: (802) 846-3757
 www.nissanvt.com

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 5:30 p.m. Mon, Tues, Wed & Fri
 7:30 a.m. to 7:00 p.m. Thur
 8:00 a.m. to 4:00 p.m. Saturday



www.facebook.com/FreedomNissan

R/O Open Date	R/O Number
12/27/16	6052321/1
R/O Close Date	Status
12/27/16	Pre-Invoice
Mileage In	Mileage Out
117370	117371
Service Advisor / Tag #	
CHELSEA FITZGERALD	
Vehicle Identification Number	
5N1AN08W96C517718	
Delivery Date	In-Service Date
12/03/16	12/28/10
Color	License Number
GREY	

STATE REG# 280

MCLAMB, RUEL

Year	Make	Model	Body
2006	NISSAN TRUCK	XTERRA	
907603A			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell:	
#1 - WASH: COMPLIMENTARY CAR WASH VALUED AT \$15.99 Work performed by PATRICK DELGADILLO (807) Sub Total: .00	
#2 - 55NIZINSP: MULTI POINT INSPECTIONCK FOR OIL AND FILTER SERVICE Work performed by PATRICK DELGADILLO (807) MPI PERFORMED, AND A COPY OF THE REPORT WAS GIVEN TO THE CUSTOMER. Sub Total: .00	
#3 - 10: DIAGNOSTICS TPMS LIGHT ON Work performed by PATRICK DELGADILLO (807) FOUND LF TPM SENSOR FAILURE	Internal
#4 * 99: MISC ADDED OPERATION REPLACE ONE TPMS SENSOR Work performed by PATRICK DELGADILLO (807) Work performed by PATRICK DELGADILLO (807) REPLACE LF TPM SENSOR. PROGRAM SYSTEM.OK	Internal Internal
#5 * 04NIZ: TIRES/WHEELS ADDED OPERATION TPMS SENSOR - PART ONLY Work performed by PATRICK DELGADILLO (807)	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. 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 warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR

PARTS

DEDUCTIBLE

SUBLET

SHOP SUPPLIES

HAZARDOUS MATERIALS

SALES TAX OR TAX I.D.

SPECIAL ORDER DEPOSIT

DISCOUNTS

TOTAL DUE

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

**FREEDOM NISSAN**

1095 Shelburne Rd. - South Burlington, VT 05403
 (802) 864-7400 - Fax: (802) 846-3757
 www.nissanvt.com

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 5:30 p.m. Mon, Tues, Wed & Fri
 7:30 a.m. to 7:00 p.m. Thur
 8:00 a.m. to 4:00 p.m. Saturday



www.facebook.com/FreedomNissan

R/O Open Date	R/O Number
12/27/16	6052321/2
R/O Close Date	Status
12/27/16	Pre-Invoice
Mileage In	Mileage Out
117370	117371
Service Advisor / Tag #	
CHELSEA FITZGERALD	
Vehicle Identification Number	
5N1AN08W96C517718	
Delivery Date	In-Service Date
12/03/16	12/28/10
Color	License Number
GREY	

STATE REG# 280

MCLAMP		Work Phone		Vehicle Identification Number	
				5N1AN08W96C517718	
				Delivery Date	In-Service Date
				12/03/16	12/28/10
Year	Make	Model	Body	Color	License Number
2006	NISSAN TRUCK	XTERRA		GREY	
907603A					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Installed: TPMS SENSOR	1@53.99
Sub Total: 53.99	53.99
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. *I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.*	
DISCLAIMER OF WARRANTIES. 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 warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	
LABOR	.00
PARTS	53.99
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	3.78
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	57.77
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.	
X	

Autocap Case Record

Case #

002-17

Date Received

01/25/2017

Closed Date

2 /7 /2017

Consumer-FIRSTN

Ruel

Consumer-LASTNAM

McLamb

Date Acknowledged

2 /7 /2017

Consumer Respons

Complaint Type

Sales

Purchase Date

12/3 /2016

Year/Make Model

2006 Nissan Xterra

Mileage

117,004

Price Sold

\$7,681

As Is



Member Name

Freedom Nissan

Member Contact

Mort Shapiro

Member Response Due

2 /6 /2017

Resolution Process

Staff

Panel



Referred to

Resolution

Compromise

Case Notes

2/2 - Rec'd dealer response with resolution

Notes (Summary)

Consumer states that he should not have to pay for repairs shortly after purchasing the vehicle. Dealer states that the vehicle was purchased AS IS but agreed to give consumer \$200 towards future repairs.

2/7/2017

Consumer Complaint with Freedom Nissan

From: Kim Gauthier <vtautocap@aol.com>

To: Mr. McLamb

Subject: Consumer Complaint with Freedom Nissan

Date: Tue, Feb 7, 2017 11:34 am

Attachments: McLamb Dealer Response.pdf (480K)

Dear Mr. McLamb,

VT AUTOCAP is in receipt of your complaint against Freedom Nissan regarding your 2006 Nissan Xterra. We have also received the attached response from Mort Shapiro, owner of Freedom Nissan, stating the complaint has been resolved. Therefore, we will be closing your case and a full copy will be sent back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3746



Freedom Nissan, Inc.

February 2, 2017

Kim Gauthier
VADA Auto Cap
1284 US Route 302-Berlin, Suite 2
Barre, VT 05641

Re: Intake Number A617-00269, Ruel McLamb

Dear Ms. Gauthier -

Thank you for giving Freedom Nissan the opportunity to respond to the above customer complaint case listed above. I am happy to report that this issue has been successfully resolved with the involved party. The following is a brief synopsis of the transaction and our response.

On December 3, 2016, Mr. McLamb purchased a 2006 Nissan 4WD SUV from Freedom Nissan, Inc. for Seven Thousand Seven Hundred Dollars (\$7,700.00) plus taxes and fees. [Please see attached purchase agreement.] This price was over \$1,000 BELOW the average retail price according to the NADA book value.

When the vehicle entered our dealership in September, a Used Vehicle Inspection was performed which resulted in replacement of the front brake pads and rotors, rear brake pads and rotors, exhaust clamps were installed to correct an exhaust rattle, and the windshield was replaced.

Prior to the purchase, Tyler – our sales professional who was assisting Mr. McLamb – informed him that this vehicle was being offered for sale AS-IS without any kind of warranty. I have attached copies of the AS-IS Dealer Warranty Disclaimer form and Buyer's Guide, signed by Mr. McLamb, which clearly state this fact.

Kim Guathier, VADA Auto Cap

Page 2

February 2, 2017

On December 21, 2016, Mr. McLamb brought the vehicle in for service with a complaint that there was no heat. Our Nissan factory certified technician diagnosed the problem. The radiator had sprung a leak. Over the next few days, we replaced the radiator, the thermostat, and the rear differential vent. We also installed longer valve stem caps for each tire. The total repair cost was \$765.13 that was paid entirely by Freedom Nissan.

On December 27, 2016, Mr. McLamb brought the vehicle in for service again with a complaint that the TPMS light was on. Upon further inspection, we found that one of the four TPMS sensors had failed due to a dead/dying battery and had reached the end of its' life. Mr. McLamb was informed that this repair is a general maintenance item and is due to the age of the vehicle. As a good will gesture, we offered to pay for the labor portion of the repair if he was willing to pay for the sensor. He elected to replace the sensor.

Mr. McLamb was under the incorrect impression that Freedom Nissan had not inspected the vehicle prior to his purchase. We were able to have a courteous conversation with Mr. McLamb and reviewed all the facts in this matter. We were able to come to a mutually beneficial agreement where Freedom Nissan will cover the labor costs to repair the other TPMS sensors at his leisure.

Freedom Nissan, Inc. strives to give customers a superior car-buying experience. In this instance, Freedom Nissan was completely up-front regarding the age, mileage, and AS-IS condition of the vehicle prior to purchase. Due diligence was performed prior to sale of the vehicle and, although the customer acknowledged the terms of the contract, Freedom went above and beyond expectations by providing additional repairs after the sale.

Respectfully,
FREEDOM NISSAN, INC.



Mort Shapiro
Vice-President

Enclosures: Purchased Agreement
AS-IS Dealer Warranty Disclaimer
Buyer's Guide
NADA Retail Value report

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into as of the thirty-first day of January, 2017 by and between Freedom Nissan, Inc., a Vermont corporation with a principal place of business in South Burlington, Vermont ("Freedom") and Ruel J McLamb of Saint Albans, Vermont ("Customer").

WHEREAS, Customer purchased from Freedom a 2006 Nissan Xterra (the "Vehicle");

WHEREAS, Customer has made complaints concerning the Vehicle; and

WHEREAS, the parties wish to settle the dispute related to the Vehicle.

NOW THEREFORE, in consideration of the foregoing premises and the consideration recited herein, the parties, intending to be legally bound, agree as follows:

1. Upon Customer's execution of this Agreement, Freedom shall pay Customer the sum of Two Hundred Dollars (\$200.00).
2. Customer agrees to refrain from making, publishing, posting or disseminating any disparaging remarks or comments concerning Freedom.
3. Customer agrees to do all that is necessary, now and in the future, by the signing of documents and otherwise to effectuate and bring about the terms and provisions of this Agreement.
4. Customer does hereby for Customer and for Customer's heirs, successors and assigns release and forever discharge Freedom and its partners, officers, directors, shareholders, employees, agents, successors and assigns from all legal actions, causes of action, suits, debts, sums of money, bills, controversies, agreements, promises, damages, claims and demands whatsoever, in law or in equity, which Customer ever had, now has or may have against Freedom, upon reason of any matter whatsoever from the beginning of the world to the date of these presents, including without limitation any and all claims that were made or could have been made in connection with the purchase of the Vehicle.
5. Nothing contained herein shall be constructed to alter or void any warranties related to the Vehicle.

Dated as of the day and year first above written.

Tyler Cormier
Witness

Ruel J McLamb
Customer

Sheena Wood
Witness
Sheena Wood

by: [Signature]
FREEDOM NISSAN, INC.
Its Duly Authorized Agent

Customer Information

Buyer/Lessee	Last	First	Middle Initial
Street Address			
City	State	Zip Code	
Evening Phone	Day Phone		
Date of Birth	Social Security #	Drivers License #	State
Cell Phone	Email		
Co-Buyer/Lessee	Last	First	Middle Initial
Street Address			
City	State	Zip Code	
Evening Phone	Day Phone		
Date of Birth	Social Security #	Drivers License #	State
Email			
Insurance Agent			
Phone Number ()			

Acceptance & Terms

I have read the terms on the front and back of this agreement. Front and back hereof comprise the entire agreement affecting this order and no other agreement or understanding of any nature concerning same has been made or entered into. I hereby acknowledge receipt of a copy of this order. IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH IN LENDING) AND/OR REGULATION "M" AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED. This order shall not become binding until accepted by dealer or dealer's authorized representative. If Freedom Nissan is required, on account of Buyer's failure to perform any of its obligations under this agreement, to hire an attorney to present, enforce or defend Freedom Nissan's rights under this Agreement, Buyer shall pay all reasonable attorney's fees and expenses incurred by Freedom Nissan in that connection. Each party shall execute and deliver to the other all further documents, instruments or signatures provide any additional information reasonably requested by either of them in order to make this Agreement effective and to obtain the full benefit of this agreement.

PLEASE READ BOTH SIDES

Signature _____ (I am over 18 years of age) Date _____
 Signature _____ Date _____
 Nissan

Sales Professional _____ Delivery Date _____

Vehicle

NEW VEHICLE <input type="checkbox"/>	DEMONSTRATOR VEHICLE <input type="checkbox"/>	USED VEHICLE <input checked="" type="checkbox"/>	FORMER DAILY RENTAL VEHICLE <input type="checkbox"/>
Stock Number	Year	Make	
Model #	Carline	Model Description	
Vehicle Identification Number			
# of Cylinders	Body Color	Mileage	

The Trade-In Vehicle

Year	Make	Carline	Model Description
Vehicle Identification Number			
# of Cylinders	Body Color	Mileage	

I/We certify that this trade-in vehicle has no frame damage, no flood damage, has never had an odometer change, odometer rollback, and does not have a branded title (i.e. rebuilt, salvage rec., theft, etc.)

TRADE-IN PAY OFF ESTIMATE \$	Initials
BANK or LEASING Co.	REGISTRATION PLATE #
Account #	NAME(S) ON TRADE IN VEHICLE'S TITLE
Phone #	

Once Freedom Nissan verifies payoff, Buyer/Lessee must pay any overage within 48 hours. I/We may have a balance on trade-in vehicle greater than its value, this additional amount will be included in new lease or loan.

Initials

Prices, Taxes, Fees & Totals

Price	
Manufacturer's Rebate	(-)
Vehicle Price This price includes all coupons & rebates signed over to dealer	
Trade-In Vehicle Allowance	(-)
Net Difference	(=)
Additional Accessories	(+)
Trade-In Vehicle Payoff (if any)	(+)
Documentary & Administration Fee	(+)
Sales Tax (tax credit if applicable)	(+)
Title & Registration Fees	(+)
VSI, Bank Fee, or Lease Acquisition Fee (if applicable)	(+)
	(+)
	(+)
Service Agreement	(+)
Total Charges/Debits	(+)
Payment: Cash, Check, Credit Card	(+)
Payment: Cash, Check, Credit Card	(+)

ADDITIONAL TERMS OF AGREEMENT

"I", "me" and "my" refer to the Customer/Buyer and Co-Buyer "You" and "your" refer to the Seller/Free-riders Nissan

I agree this order is subject to the following terms:

1. **Trade-in Vehicle Credit May Change.** If I do not deliver the trade-in vehicle to you when this Agreement is signed, I agree that at the time the trade-in vehicle is delivered to you, should the value of my trade-in vehicle be materially diminished as a result of physical damage, operation or deterioration in mechanical condition other than normal wear and tear, or more than 1,000 miles on the vehicle or 30 days (whichever is greater), YOU HAVE THE RIGHT TO REAPPRAISE THE VEHICLE. AS A RESULT OF SUCH REAPPRAISAL, I UNDERSTAND THAT THE TRADE-IN VEHICLE ALLOWANCE OF MY VEHICLE MAY BE REDUCED AND THAT THIS WILL IN TURN INCREASE THE NET PRICE WHICH I WILL HAVE TO PAY FOR THE VEHICLE IF I DECIDE TO PURCHASE THE VEHICLE. If the trade-in vehicle credit is reduced and I am not satisfied, I understand that I can cancel this agreement only if the purchased vehicle has not been registered in my name or delivered to me or you have not accepted delivery of the trade-in vehicle.

2. **Trade-in Vehicle; Buyer's Obligations.** At the time I deliver the trade-in vehicle to you, I promise to sign a Bill of Sale and a mileage certification statement and give you satisfactory proof that I own the vehicle. I warrant and guarantee: (a) that there are no liens on the trade-in vehicle and that I owe no money for the vehicle or repairs to the vehicle, except as may be shown on the face of this agreement; (b) that the trade-in vehicle does not have a welded or bent chassis or unbody, and that the motor block and cylinder heads are not cracked, welded or repaired; and (c) that the vehicle has not been flood damaged or declared a total loss for insurance purposes; and (d) that emission control devices have not been altered and/or removed; and (e) nothing has been removed from the trade-in vehicle, including all seat belts, since appraisal of the vehicle; and (f) the engine and/or transmission has not been tampered with to pass your inspection. I further warrant that any vehicle I trade to you is not a branded vehicle and no such brand (i.e. - **WARRANTY NON-CONFORMITY; RECONSTRUCTED OR REBUILT, NON-USA-STD.; EXCEEDS MECHANICAL LIMITS; OR NOT ACTUAL MILEAGE**) appears on its Certificate of Title. You have told me you rely on these representations in accepting the trade-in vehicle.

3. **Delays in Delivery.** I understand that you shall not be liable for delays caused by the manufacturer, accidents, shortages, fires or other causes beyond your control. Provided you promptly place my order with the manufacturer and the manufacturer refused to accept the order or fails to deliver the vehicle after accepting the order, upon your prompt notification and refund of my deposit, I will not hold you liable for any claims, damages or causes of action and this agreement shall be null and void.

4. **Disclaimer of Warranties.** I UNDERSTAND THAT YOU EXPRESSLY DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE, except as otherwise provided in writing by YOU in an attachment to this Agreement or on a document delivered to ME when the vehicle is delivered.

Limitation on Implied Warranties. Some States do not allow either (1) Limitations on how long an implied warranty lasts or (2) the exclusion or limitation of certain warranties and incidental or consequential damages, so these limitations may not apply.

5. Price Changes.

5. Price Changes.

(a) THE TOTAL CASH PRICE DELIVERED LESS THE TRADE-IN VEHICLE ALLOWANCE SHOWN ON THE FRONT OF THIS AGREEMENT IS THE FINAL CONTRACT PRICE TO WHICH YOU AND I HAVE AGREED. AND IF THE VEHICLE IS A NEW MOTOR VEHICLE, ADDITIONAL FEES OR CHARGES WILL BE IMPOSED OR COLLECTED DUE TO CHANGES IN THE MANUFACTURER'S SUGGESTED RETAIL PRICE, OR CHANGES IN THE COST OF FREIGHT OR SERVICES PROVIDED BY YOU.

(b) A REDUCTION IN THE VALUE OF THE TRADE-IN VEHICLE MAY RESULT IN AN INCREASE IN THE CASH PRICE DELIVERED. I WILL HAVE TO PAY AS PROVIDED IN PARAGRAPH 1 OF THIS AGREEMENT.

(c) IF THE BALANCE I OWE ON MY TRADE-IN VEHICLE AT THE TIME OF DELIVERY OF THE TRADE-IN VEHICLE TO YOU IS DIFFERENT THAN THE AMOUNT I HAVE TOLD YOU AND WHICH AMOUNT IS SHOWN ON THE FRONT OF THIS AGREEMENT THEN THE CASH PRICE DELIVERED OF THE VEHICLE I AM PURCHASING SHALL CHANGE ACCORDINGLY.

(ii) IF THE REGISTRATION FEE VARIES FROM THE AMOUNT YOU HAVE ESTIMATED ON THE FRONT OF THIS AGREEMENT THEN THE CASH PRICE DELIVERED SHALL CHANGE ACCORDINGLY.

(c) I AGREE THAT I WILL PAY THE FINAL CASH PRICE DELIVERED AS SHOWN ON THE FRONT OF THIS AGREEMENT IF THERE HAVE BEEN ANY CHANGES IN THE TOTAL CASH PRICE DELIVERED FOR REASONS STATED IN THIS PARAGRAPH & THEN I WILL PAY THE CASH PRICE DELIVERED AS CHANGED BY ANY SUCH ADJUSTMENT. MY PAYMENT WILL BE EITHER IN CASH, OR BANK OR CERTIFIED CHECK AT THE TIME OF DELIVERY OF THE VEHICLE I HAVE PURCHASED.

6. **Change of Design.** I understand that the manufacturer has the right to change the design of the vehicle, its chassis, accessor or any parts at any time without notice to YOU or ME. In the event of such a change by the manufacturer, YOU shall have no duty to ME to deliver the vehicle as made by the manufacturer.

7. **No Other Agreements.** There are no understandings or agreements between YOU and ME other than those set forth in this Agreement and attachments to this Agreement, if there are any such attachments.

9. **Vermont Law Applies.** You and I agree that this Agreement is governed by Vermont State Law and the law to all costs of enforcement including reasonable attorney fees.

9. Purchaser shall not be entitled to recover from dealer any consequential damages to property, delay, loss of profits, or machine, or any other incidental damages.

10. The purchaser before or at the time of delivery of the motor vehicle covered by this Ord agreement or documents as may be required by the terms and conditions of payment indicated on the fro.

Accepted By: For Freight & Insurance

Freedom Nissan, Inc.

1095 Shelburne Rd
South Burlington VT 05403
Phone: (802) 864-7400



NADA® Retail Value (Retail) Details

Bookout Date: 12/3/2016 2:33:51 PM

Guide: NADA December 2016, NEW_ENGLAND Edition.

Vehicle Information

2006 NISSAN XTERRA-V6 UTILITY 4D S 4WD

VIN: 5N1AN08W96C517718 Stock No: 907603A

\$8,225

Optional Equipment

Towing/Camper Pkg

\$150

Retail Value with Options

\$8,375

Mileage Adjustment (117004 miles)

\$275

NADA® Retail Value

\$8,650

Printed On: 12/3/2016

Last Modified By: N/A

Last Modified: N/A

Copyright 2016 by NADA Services Corporation. All Rights Reserved. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This pricing is intended for the use of the individual generating this pricing only and shall not be sold to another party NADA Services Corporation and Dealertrack assume no responsibility for errors or omissions.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE

MODEL

YEAR

VIN NUMBER

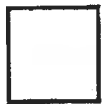
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



WARRANTY

- ☐ **FULL** ☐ **LIMITED WARRANTY.** The dealer will pay _____ % of the labor and _____ % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

- ☐ **SERVICE CONTRACT.** A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body

Frame—cracks, corrective welds, or rusted through
Dog tracks—bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr. Specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

FREEDOM NISSAN INC.

DEALER

1095 SHELburnE ROAD

ADDRESS

SOUTH BURLINGTON, VT 05403

SALES MANAGER (802) 864-7400 or 1-800-888-9135

SEE FOR COMPLAINTS

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

BUYER'S SIGNATURE

Russ M. Lutz

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test-driving) is a violation of federal law (16 C.F. R. 455).

"AS IS" DEALER WARRANTY DISCLAIMER

Purchaser RUEL MCCLAMB

Name RUEL MCCLAMB

Addr _____

Ct _____

State _____

DESCRIPTION

ODOMETER READING ON DATE OF SALE 117,004 MILES

Year 2005 Make NISSAN TRU

Model X TERRA

V.I.N. 5N1AN08M96CS17718 Vehicle Purchase Date Dec 5 20 16

THIS VEHICLE SOLD WITHOUT WARRANTY: "AS IS"

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER.

PURCHASER AGREES THAT HE OR SHE HAS READ THE WARRANTY DISCLAIMER AND FULLY UNDERSTANDS THAT THE VEHICLE IS PURCHASED WITHOUT WARRANTY

Purchaser's Signature _____

Dealer's Signature _____

(or authorized representative)

Dealership 1095 Shelburne Rd

Phone 802-884-7400

City South Burlington

State VT Zip 05403

From: Kim Gauthler <vtautocap@aol.com>

To: m_shapiro <m_shapiro@nissanvt.com>; robert_miller <robert_miller@nissanvt.com>

Subject: Fwd: VT Consumer Complaint 2017-00497

Date: Thu, Jan 26, 2017 8:45 am

Attachments: 011317 McLamb (2).pdf (252K), 011317 McLamb (3).pdf (10336K), 011317 McLamb (4).pdf (6346K), 011317 McLamb.txt (4K)

Dear Mort & Robert:

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint; it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.

Please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Both parties receive copies of all the correspondence submitted to AUTOCAP.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

From: [REDACTED]
Sent: Thursday, January 12, 2017 12:21 PM
To: Consumer
Cc: [REDACTED]
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by
[REDACTED] on Thursday, January 12, 2017 at 12:20:51

email

Intake Number: AG17-00269

Name: Ruel McLamb

Street

Cit

State

ZIP

Phone

Age: 49

Senior: No

Veteran or Service Member: No

Business Name: Freedom Nissan

Business Person: Chelsea Fitzgerald

Business Street: 1095 Shelburn rd

Business City: South Burlington

Business State: VT

Business ZIP: 05403

Business Phone: 802-864-7400

Business Type: dealer

Year: 2006

Make: Nissan

Model: Xterra

New or Used: Used

Inspection Sticker Number Date Color: 10, 2016-2017, yellow

Inspection Location: Freedom Nissan

Date Purchased: 12-03-20016

Purchase Price: 7,681.00

Milage at Purchase: 117,004

Warranty Status: As-Is

Warranty Terms: As-Is

Buyer's Guide: No

Warranty Repairs: No

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition, Inspection, Repair

Complaint: on 12/03/16 I looked at the vehicle to purchase, I pointed out 2 things that caught my attention 1. was the hatch gate did not stay up, in fact was a little dangerous because it slammed back down when I opened it. 2nd. was the rear left seatbelt was ripped up, the sales person said that the mechanics would look at it, he also stated that each vehicle on the lot for sale goes through a 72 point check before they go out for sale. when I received the vehicle on 16/06/16 I noticed the seatbelt was not replaced and the hatch supports were not replaced, so I purchased the support arms and installed them myself, but I could not do anything about the seatbelt. 2 weeks after I purchased the car, it had no heat and the TPM sensor light came on and stayed on. 12/21/16 I brought the car in to have it repaired. on 12/23/16 I picked up my vehicle after the repairs were done, they gave me a list of things that were done and said that the original 72 point check was not done correctly, but now everything was fine. on 12/27/16 I brought the vehicle back because the TPMS light came back on, they switched out the bad one and said that the others could go soon because of the age of the car, I was told if the light comes on again within a few days to call and make an appointment to bring it in again. on 1/01/17 the TPMS light came back so I called to let them know, I left a message about the issue, at this point all these issues have been arising and I have not yet made my first payment due on 1/10/17. I did not hear back from them so I called on 1/10/17 and again left a message and still no return call. on 1/12/17 I finally received a return call to have me schedule a time to bring in the vehicle, I was told that if it was not the replacement part that was already replaced that I would have to incur the cost of fixing the problem. so I said I would have to call them back.

Loss: 57.77 so far

Relief Requested: I expect that when I purchase a used car from a dealers lot that I am not going to have to start spending money on repairs less than 1 month in and less than 650 miles of drive distance and before my first loan payment. I was told by them that these sensors are like replacing headlights you never know when they will fail after driving it for a while. As a consumer after making a large purchase such as this, I should not be having to spend money on repairs within the first year, let alone immediately after the purchase. I don't believe service should be done in half measures, if you admit that something is broken or going to break, fix it and don't charge for it after you sell a product.

Found By: I am an informed consumer



Department of Motor Vehicles
Agency of Transportation
dmv.vermont.gov

Dealer Report of Sale – Temporary Registration

120 State Street
Montpelier, Vermont 05603-0001
802.828.2000
Toll Free: 888-99-VERMONT

This Form Must be Completed in Full and is NOT Valid for Intransit Permits

Dealer: FREEDOM NISSAN, INC. Dealer #: _____

Owner(s): RUEL MCLAMB

Address: _____

Vehicle: NISSAN TRUCK XTERRA 2006 GREY 12/03/16
Make Model Year Color Date Purchased

SN1AN08W96C517718 CAR GKA764
Vehicle Identification Number Auto/Truck Plate #

Date Issued: 12/03/16 Date Expires: N/A

COMPLETE ONLY IF VEHICLE IS SALVAGE, SALVAGE AND REBUILT, OR TOTALED:

I/We certify that the motor vehicle described above is: ☐ Salvage ☐ Salvage and Rebuilt ☐ Declared a total loss by the insurer. This information has been conveyed to the purchaser, both orally and in writing in accordance with 23 VSA §2093(b) and §2093(c). If this section is completed, Buyer/Lessee please sign here:

THE TEMPORARY REGISTRATION EXPIRES 60 DAYS FROM DATE OF ISSUE
ANY ALTERATIONS WILL VOID THE CERTIFICATE

Motor Vehicle Trade In:
CHEVROLET 1999 N/A
Make Year (e.g. 2009) Plate #
1GNDT13W5X2145880
Vehicle Identification Number

Purchase Price	\$ 7,681.00
Trade-In Credit	\$ 499.00
Net Taxable Cost	\$ 7,182.00
Tax Due	\$ 430.92
Registration Fee	\$ 25.00
Transfer Fee	\$ N/A
Title Fee	\$ 46.00
Warranty Fee	\$ N/A
Misc.	\$ N/A
TOTAL	\$ 501.92

A VEHICLE NOT DISPLAYING A VALID VT INSPECTION STICKER MUST BE INSPECTED WITHIN 15 DAYS OF REGISTRATION. YOU MAY USE THIS TEMPORARY REGISTRATION TO HAVE YOUR VEHICLE INSPECTED.

ODOMETER DISCLOSURE STATEMENT

I state the odometer now reads 117,004 (no tenths) and I hereby certify to the best of my knowledge that (check applicable statement below):

- ☐ The odometer reading is the actual mileage.
☐ The odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. **WARNING – ODOMETER DISCREPANCY**

Dealer/Lessor Name (Print): FREEDOM NISSAN, INC. Phone #: (802) 864-7400

Dealer/Lessor Address: 1095 Shelburne Rd South Burlington, VT 05403

Dealer/Lessor Signature: _____

Buyer/Lessee Name (Print): RUEL MCLAMB

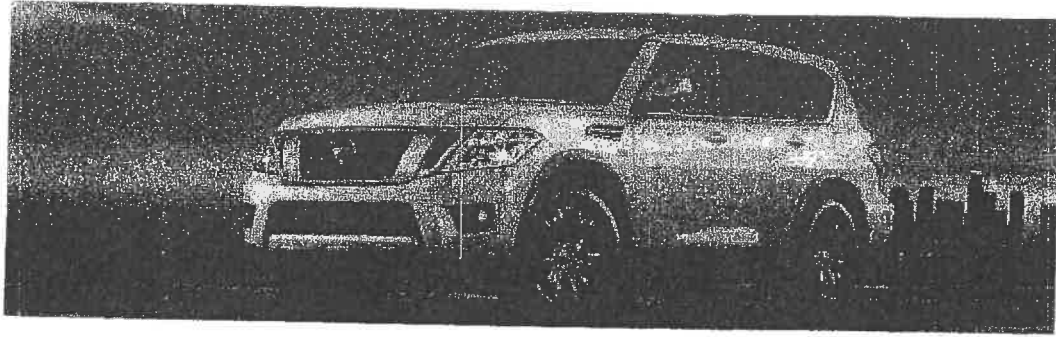
Buyer/Lessee Address: _____

Buyer/Lessee Signature: _____

Date of Statement: 12/03/16 Date To Lessee: 12/03/16

Date From Lessee: 12/03/16

White – DMV | Yellow – Dealer | Pink – Customer



Freedom Nissan

oaxtime Automobile Status Report

Prepared For



RIIFI MCLAMB

2006 Nissan XTERRA

Date December 23, 2016

VIN 5N1AN08W96C517718

Mileage 117237

RO# 6052201

Service Advisor

Chelsea Fitzgerald



Freedom Nissan

Freedom Nissan

1095 Shelburne Road
South Burlington, VT 05403

Freedom Nissan Service Commitment

Excellence at every turn... and every straightaway

Our dealership's primary goal is to satisfy every customer at every opportunity. You visit our service department regularly, and we have developed a number of ways to make your visit more comfortable and informative. We know that you want straight answers, and that's the only way we will deliver it to you.

We understand that your knowledge of your vehicle and its necessary repairs is probably not on par with the understanding that your technician has. In order to be sure that his findings and reporting is as clear and concise as possible, we use this Vehicle Information Booklet as a tool to help us communicate your vehicle's condition to you.

Our technicians are the most qualified to work on your vehicle. They have trained extensively, and partake in continuing education regularly to be sure that they are up to date on any changes and improvements handed down from the manufacturer. Our service advisors strive to make your experience with us a pleasant one. They are here to attend to your automotive needs as well as communicate effectively between your technician and you.

Please make yourself comfortable in our waiting area. Watch some TV, use your laptop with our free WI-FI access or just relax and enjoy the quiet. Our courtesy shuttle can take you shopping, to a movie or home if you prefer.

We appreciate your business and will continue to strive for excellence in everything we do for you.

Multi-Point Inspection Form

RO# 6052201

RUEL MCLAMB

VIN 5N1AN08W96C517718

Advisor Chelsea Fitzgerald

Technician Patrick Delgadillo

Created on 12/21/2016 9:08 AM

☒ Checked and OK at this time

☐ May Require Future Attention

☐ Requires immediate attention

Interior / Exterior

- ☒ Bulbs and Lights
- ☒ Windshield Washer Spray / Wiper Operation / Wiper Blades / Including Rear (if applicable)
- ☒ Windshield / Window Condition
- ☒ Upholstery / Carpet / Floor Mats / Mirrors / Trim
- ☒ Emergency Brake Adjustment
- ☒ Horn Operation
- ☒ Fuel Tank Cap Gasket
- ☒ Clutch Operation (if equipped)
- ☒ Cabin/HEPA Filter (if equipped)

Under Hood

- ☒ Fluids: Oil / Coolant / Power Steering / Brake Fluid / Washer
- ☒ Engine Air Filter
- ☒ Belts / Tensioners (condition and adjustment)
- ☒ Cooling System Hoses / Heater Hoses / Air Conditioning Hoses and Connections
- ☒ Radiator Core / Air Conditioning Condenser (if equipped)

Battery Performance

- ☒ Battery Terminals / Cables / Mountings
- ☒ Check Condition of Battery (Storage Capacity Test if Applicable)

Under Vehicle

- ☒ Shock Absorbers / Suspension
- ☒ Steering Gear Box / Linkage and Boots / Ball Joints / Dust Covers
- ☒ Muffler / Exhaust Pipes / Mountings
- ☒ Engine Oil and/or Fluid Leaks
- ☒ Drive Shaft Boots / Constant Velocity Boots / U-joints / Transmission Linkage (if equipped)
- ☒ Transmission / Differential / Transfer Case (Check Fluid Level, Fluid Condition and Fluid Leaks)
- ☒ Fuel Lines and Connections / Fuel Tank Band / Fuel Tank Vapor Vent System Hoses
- ☒ Inspect Nuts and Bolts on Body Chassis

Tread Depth (measured in 1/32")



- ☒ LF 12
- ☒ RF 12
- ☒ LR 12
- ☒ RR 12

Abnormal Wear Pattern of Tires

- ☒ LF
- ☒ RF
- ☒ LR
- ☒ RR

Check Brake Linings (measured in millimeters)


- ☒ LF 8
- ☒ RF 8
- ☒ LR 8
- ☒ RR 8


State Inspection

State Inspection Sticker Oct. 2017

Additional Service Recommendations

In the process of inspecting your vehicle for safety and reliability, your technician **Patrick D** made the following observations and recommends that you do the necessary repairs to resolve these issues.

 Red: requires immediate attention.

 Yellow: In need of attention soon.

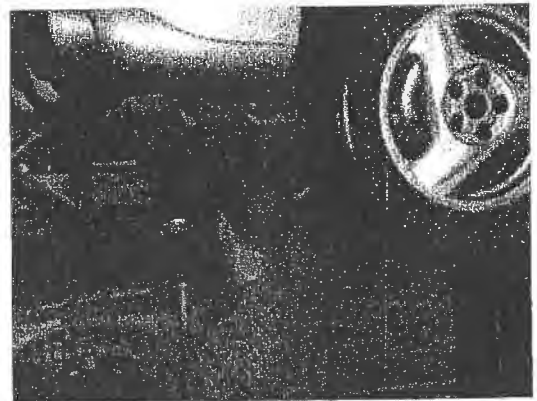
Oil Change - 5qt Conventional

Item Description

The act of draining out the old or dirty oil from an engine and replacing it with fresh oil, and replacing the oil filter. The most basic service item.

Reason

If not changed, the result will be engine overheating and engine damage.



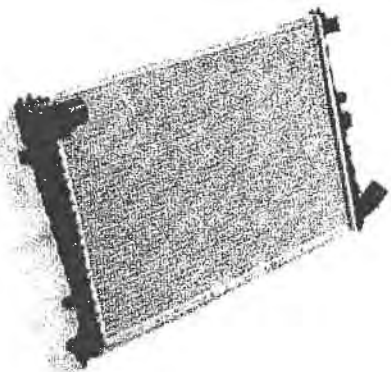
Radiator Replacement: leaking

Item Description

The engine generates heat when it is running; this heat must be removed to prevent damage to the engine. Coolant circulates throughout the engine and absorbs this heat. The water pump pushes the coolant through the radiator (where it is cooled) and returns it to the engine once more to absorb the engine's heat, before returning it to the radiator to be cooled again.

Reason

If not replaced, a corroded and leaking radiator will cause the engine to overheat.



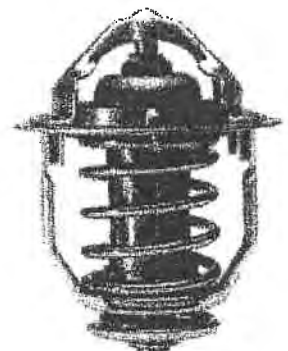
Radiator

Thermostat Replacement: weak .opens to soon.before 180*

Item Description

The thermostat is a valve that keeps coolant circulating in the engine until it reaches normal running temperature. When this happens, the thermostat opens and allows coolant to flow to the radiator.

Reason



Thermostat

If not replaced, the thermostat will fail to open, and the engine will overheat. If the thermostat sticks open, the engine will take longer than normal to reach operating temperature, causing poor heater performance and higher exhaust emissions.

[Other]: rear diff vent seized,replace

Item Description

Speak with your service advisor for more information on this recommended service.

Reason

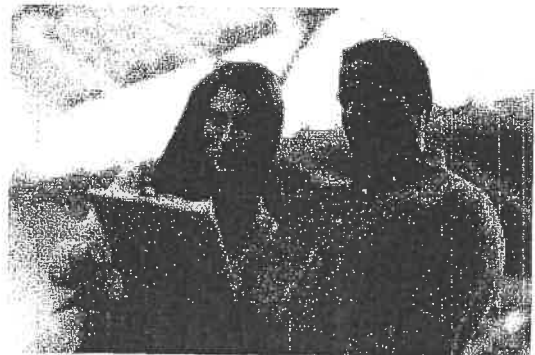


[Other]: extended valve stem caps

Item Description

Speak with your service advisor for more information on this recommended service.

Reason



Repair Estimate

PREPARED FOR
RUEL MCLAMB

Service Advisor
Chelsea Fitzgerald (CF)

Date 12/23/2016 07:55 AM
2006 NISSAN TRUCK XTERRA
VIN 5N1AN08W96C517718
Mileage 117,237
RO# 6052201

Service Name	Price
[Primary]: WASH - COMPLIMENTARY CAR WASH VALUED AT \$15.99	0.00
[Primary]: 55N Z NSP - MULTI POINT INSPECTION CK FOR OIL AND FILTER SERVICE	0.00
[Primary]: 99 - MISC	0.00
[Primary]: 99 - MISC	0.00
Oil Change - 5qt Conventional	16.14
Radiator Replacement: leaking	460.32
Thermostat Replacement: weak ,opens to soon.before 180*	183.71
[Other]: rear diff vent seized,replace	32.00
[Other]: extended valve stem caps	10.88
Printed on December 23, 2016	
Quote expires on January 22, 2017	

Subtotal	703.05
Deductible	0.00
Shop Charges	33.87
Tax	15.34
Total	752.26



Freedom Nissan

Freedom Nissan
1095 Shelburne Road,
South Burlington VT

8028647400

Freedom Nissan

overtime Automobile Status Report

Prepared For



RUEL MCI AMB

2006 Nissan XTERRA

Date December 27, 2016

VIN 5N1AN08W96C517718

Mileage 117370

RO# 6052321

Service Advisor

Chelsea Fitzgerald



Freedom Nissan

Freedom Nissan

1095 Shelburne Road

South Burlington, VT 05403

Repair Estimate

Service Advisor
Chelsea Fitzgerald (CF)

PREPARED FOR
RUEL MCLAMB

Date 12/27/2016 01:58 PM
2006 NISSAN TRUCK XTERRA
VIN 5N1AN08W96C517718
Mileage 117,370
RO# 6052321

Service Name	Price
Printed on December 27, 2016 Quote expires on January 26, 2017	



Freedom Nissan

Freedom Nissan
1095 Shelburne Road,
South Burlington VT

8028647400

**FREEDOM NISSAN**

1095 Shelburne Rd. - South Burlington, VT 05403
 (802) 864-7400 - Fax: (802) 846-3757
 www.nissanvt.com

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 5:30 p.m. Mon, Tues, Wed & Fri
 7:30 a.m. to 7:00 p.m. Thur
 8:00 a.m. to 4:00 p.m. Saturday



www.facebook.com/FreedomNissan

R/O Open Date	R/O Number
12/27/16	6052321/1
R/O Close Date	Status
12/27/16	Pre-Invoice
Mileage In	Mileage Out
117370	117371
Service Advisor / Tag #	
CHELSEA FITZGERALD	
Vehicle Identification Number	
5N1AN08W96C517718	
Delivery Date	In-Service Date
12/03/16	12/28/10
Color	License Number
GREY	

STATE REG# 280

MCLAMB. RTTIT.

Year	Make	Model	Body
2006	NISSAN TRUCK	XTERRA	
907603A			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - WASH: COMPLIMENTARY CAR WASH VALUED AT \$15.99 Work performed by PATRICK DELGADILLO (807) Sub Total: .00	
#2 - 55NIZINSP: MULTI POINT INSPECTIONCK FOR OIL AND FILTER SERVICE Work performed by PATRICK DELGADILLO (807) MPI PERFORMED, AND A COPY OF THE REPORT WAS GIVEN TO THE CUSTOMER. Sub Total: .00	
#3 - 10: DIAGNOSTICS TPMS LIGHT ON Work performed by PATRICK DELGADILLO (807) FOUND LF TPM SENSOR FAILURE	Internal
#4 * 99: MISC ADDED OPERATION REPLACE ONE TPMS SENSOR Work performed by PATRICK DELGADILLO (807) Work performed by PATRICK DELGADILLO (807) REPLACE LF TPM SENSOR. PROGRAM SYSTEM.OK	Internal Internal
#5 * 04NIZ: TIRES/WHEELS ADDED OPERATION TPMS SENSOR - PART ONLY Work performed by PATRICK DELGADILLO (807)	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. 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 warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



FREEDOM NISSAN

1095 Shelburne Rd. - South Burlington, VT 05403
 (802) 864-7400 - Fax: (802) 846-3757
 www.nissanvt.com

SERVICE DEPARTMENT HOURS
 7:30 a.m. to 5:30 p.m. Mon, Tues, Wed & Fri
 7:30 a.m. to 7:00 p.m. Thur
 8:00 a.m. to 4:00 p.m. Saturday



www.facebook.com/FreedomNissan

STATE REG# 280

MCLAMB, RUEL



Year	Make	Model
2006	NISSAN TRUCK	XTERRA
907603A		

Work Phone

Home Phone

R/O Open Date	R/O Number
12/27/16	6052321/2
R/O Close Date	Status
12/27/16	Pre-Invoice
Mileage In	Mileage Out
117370	117371
Service Advisor / Tag #	
CHELSEA FITZGERALD	
Vehicle Identification Number	
5N1AN08W96C517718	
Delivery Date	In-Service Date
12/03/16	12/28/10
Color	License Number
GREY	

DESCRIPTION OF SERVICE AND PARTS

Installed: TPMS SENSOR
 Sub Total: 53.99

1@53.99

AMOUNT
 53.99

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. 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 warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of sold products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	53.99
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	3.78
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	57.77

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

2017-00661 (ID 139524)
From: webteam@uvm.edu on behalf of Joan Sibley <> via The University of
Vermont <webmaster@uvm.edu>
Sent: Monday, April 24, 2017 4:32 PM
To: AGO - CAP
Subject: 2017-00661

Submitted on Monday, April 24, 2017 - 16:31

Complaint Number: 2017-00661
This update submitted by: Business (respondent) Complaint Status: Unresolved
Consumer Full Name:
Joan Sibley Business Name: Toyota Motor Sales Business Contact: Craig Ringer (508)
261-2540
Response/update to complaint:
I am the Dispute Resolution Administrator here at the Toyota Boston Region located
in Mansfield, MA. I
appologize for the delay to repond to you as I am new to this position and
overlooked this case. For us
to come to a decision for this request, we would like to have one of our FTS (Field
Technical Specialists)
inspect the 2006 RAV4 at Heritage Toyota if Joan Sibley will allow us to. The FTS
has May 9th - 12th
open and will be up at Heritage Toyota during that time. Please let me know if an
inspection can be
done during that time period.

Thank you,
Craig Ringer
craig.ringer@toyota.com
Attach files to include in your complaint:

The results of this submission may be viewed at:
<https://www.uvm.edu/node/244671/submission/4264>

2017-00661 (ID 144486)
From: webteam@uvm.edu on behalf of Joan Sibley via The University of Vermont
<webmaster@uvm.edu>
Sent: Thursday, June 22, 2017 11:54 AM
To: AGO - CAP
Subject: 2017-00661

Submitted on Thursday, June 22, 2017 - 11:53

Complaint Number: 2017-00661

~~This update submitted by~~ Consumer (complainant) Your e-mail address:

~~Complaint Status:~~ Solved Consumer Full Name: Joan Sibley Business Name: Toyota
Financial
Services

Business Contact: Craig Ringer Dispute Resolution Administrator
1-508-261-2540 Fax 1-310-381-7606

Response/update to complaint: I have not received a response whatsoever.
Attach files to include in your complaint:

The results of this submission may be viewed at:
<https://www.uvm.edu/node/244671/submission/4814>



Toyota Motor Sales, U.S.A., Inc.
Boston Regional Office
440 Forbes Boulevard
Mansfield, MA 02048

BROCKTON MA 02301

08/28/2017

28 AUG 2017 PM 3

US POSTAGE

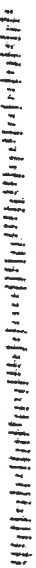
\$0.00 460



ZIP 02048

011D11653792

Ms. Addie Stillman, Consumer Advisor
Consumer Assistance Program
109 State Street
Montpelier, VT 05609





August 28, 2017

Ms. Addie Stillman, Consumer Advisor
Consumer Assistance Program
109 State Street
Montpelier, VT 05609

Re: 2017-00661
Consumer: Joan Sibley
Subject Vehicle: 2006 Toyota RAV4
VIN:

Dear Ms. Stillman:

Since receipt of your letter, we have investigated Joan Sibley's concern. We do not believe Toyota failed to repair Ms. Sibley's vehicle to conform to the safety recall (CSJ) for the rear lower suspension arms, which was replaced on October 22, 2013, with 106,333 miles on the odometer, by Heritage Toyota. The vehicle was out of warranty based on both time and mileage, but recall repairs are performed even if the warranty has expired. From the time period of October 22, 2013 to January 10, 2017, Ms. Sibley had the right rear coil spring and rear sway bar link replaced on June 15, 2015, at 121,639 miles on the odometer. Then, the left rear coil spring was replaced on July 6, 2015, with 122,197 miles on the odometer. When these coils springs were replaced (both non-warranty repairs), alignments should have been performed but it does not appear they were done. We are unaware of any evidence that the current conditions reported by Ms. Silbey (rear suspension, tire wear) are due to repairs performed in 2013, pursuant to a recall.

We note that when the coil springs were replaced, the parts would have been warranted for one year/unlimited miles; but even the parts warranties (which are not the same as the New Vehicle Limited Warranty that came with the new vehicle), had expired by 6 months when the vehicle was back at Heritage Toyota on January 20, 2017.

Based upon the above circumstances, Toyota Motor Sales, U.S.A., Inc. regrets that it will not be offering any further assistance in this matter.

Thank you for giving us the opportunity to address Ms. Sibley's concern. If you have any questions or need additional information, please let us know.

Sincerely,

Craig Ringer
Dispute Resolution Team

RECEIVED ON

AUG 31 '17

Toyota Motor Sales, U.S.A., Inc.
Boston Regional General Office
440 Federal Street
Mansfield, MA 02048
508 339-5701
508 339-2571 Fax

011817 sibley (TN 127724)

From: Sibley, Joan A
Sent: Tuesday, January 17, 2017 2:29 PM
To: AGO - CAP
Subject: safety recall

To whom this matter concerns,

On October 22nd 2013, my 2006 Toyota Rav 4 was serviced for a safety recall on the lower rear suspension arm. [Mileage 106,333]
This had nothing to do with my warranty; although I was compliant with the recall. The month before, on September 29th, I purchased new Michelin tires. [105,701 miles]

On June 4th 2015 my right rear spring was replaced and the left was replaced on July 6th 2015.

On December 3rd, 2016 I had to replace my tires because of excessive wear with my mileage at 135,782, which means they only lasted 30,081 miles -they should have lasted 70,000 miles.

I went to Heritage Toyota for an alignment check. Heritage found the rear toe is out by a significant amount. There were no bent or loose parts found and the ride height is ½ inch lower on the left rear.

Heritage quoted me a price for new lower arms \$601.78

New Left coil spring \$473.83 I feel they should both be replaced at the same time.

The tires I purchased were \$689.80

Michelin discounted new tires 48% off for the new tires I bought on December 3rd. \$254.43

I contacted Toyota Customer Service at 1-800-331-4331
My Event case number is 1701110840

Toyota Customer Service told me to fax all documents for review on the tires only. They denied payment of the lower arms and the springs.

This was a recall conducted by Toyota Company and serviced by Heritage Toyota. I have done everything in my power to comply with all recalls and maintenance required.

I would Like some help in resolving this Issue.

Please contact me at;

Joan Sibley

Thank you,
Joan Sibley

011817 sibley (ID 127724)

This message and any attachments may contain information that is confidential, privileged and/or protected from disclosure under state and federal laws. If you received this message in error or through inappropriate means, please reply to this message to notify the Sender that the message was received by you in error, and then permanently delete this message from all storage media, without forwarding or retaining a copy.

Claim # 2017-00661 (TS 141940)

From: Joan Sibley
Sent: Wednesday, May 24, 2017 9:58 AM
To: AGO - CAP
Subject: Claim # 2017-00661

I have not had a response from the May 9th assessment for my 2006 Toyota RAV4. Craig Ringer, Toyota's Dispute Resolution Administrator scheduled this. I have called him to request a status on my vehicle with no response. I would like it if you could try to get a resolution.

His phone number is
1-508-261-2540

Thank You,
Joan Sibley

Sent from my iPhone

Complaint Response Form (ID 128827)

From: [REDACTED]
Sent: Wednesday, February 15, 2017 10:54 AM
To: Consumer
Cc:
Subject: Complaint Response Form

Below is the result of your feedback form. It was submitted by
Wednesday, February 15, 2017 at 10:53:36

email: [REDACTED]

Complaint Number: 2017-00661

Responder: Consumer

Status: Unresolved

Name: Joan Sibley

Business Name: Toyota Financial Services

Contact: Toyota Financial Services

Update: I have not been contacted by Toyota Financial Services regarding my claim.
The longer I wait for
Toyota, my new tires are wearing unevenly.

Thank You

Information Edi [REDACTED]

REMOTE_ADDR: 192.240.40.100

HTTP_USER_AGENT: Mozilla/5.0 (Windows NT 6.1; Trident/7.0; rv:11.0) like Gecko

Complaint Response Form (ID 130797)

From: [REDACTED]
Sent: [REDACTED] day, March 04, 2017 10:39 AM
To: Consumer
CC: [REDACTED]
Subject: Complaint Response Form

Below is your feedback form. It was submitted by [REDACTED] on Saturday, March 4, 2017 at 10:39:11

email

Complaint Number: 2017-00661

Responder: Consumer

Status: Unresolved

Name: Joan Sibley

Business Name: Toyota Financial Services

Update: RE: 2/16/17

I have waited over 10 days for a response from Toyota Financial Services. They have not contacted me to resolve my complaint. Meanwhile, my tires I purchased in December are wearing unevenly as I wait patiently for an answer.

Please keep in mind this complaint is a result of a recall conducted by Toyota.

Information Edit. [REDACTED]

REMOTE_ADDR: 192.240.40.100

HTTP_USER_AGENT: Mozilla/5.0 (Windows NT 6.1; WOW64; Trident/7.0; rv:11.0) like Gecko

Complaint Response Form (ID 137114)

From: [REDACTED]
Sent: Friday, March 24, 2017 11:45 AM
To: Consumer [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED] Complaint Response Form

Below is the result of your feedback form. It was submitted by [REDACTED] on Friday, March 24, 2017 at 11:44:48

email. [REDACTED]

Complaint Number: 2017-00661

Responder: Consumer

Status: Unresolved

Name: Joan Sibley

Business Name: Toyota Financial Services

Update: I have had no response from Toyota.

REMOTE_ADDR: 192.240.40.100
HTTP_USER_AGENT: Mozilla/5.0 (Windows NT 6.1; WOW64; Trident/7.0; rv:11.0) like Gecko

Hobson, Ted

From: Kevin Lumpkin <[REDACTED]>
Sent: Thursday, January 25, 2018 9:49 AM
To: Ian Carleton; Toffling Holmes, Teba
Cc: Peter Dysart; Hobson, Ted; Hereth, Megan
Subject: RE: SOV v. LE/IV - next week's 30(b)(6) deposition

All,

Karen Wright from CRA will be the court reporter for this deposition, and so she will be there as well.

Kevin

From: Ian Carleton
Sent: Saturday, January 20, 2018 9:00 AM
To: 'Toffling Holmes, Teba'
Cc: Kevin Lumpkin; Peter Dysart; Hobson, Ted; Hereth, Megan
Subject: RE: SOV v. LE/IV - next week's 30(b)(6) deposition

At the moment the list includes Ian Carleton, Kevin Lumpkin, Peter Dysart and Jennifer Burnett. I will let you know if the list changes.

Can we also please know who is attending for the State? Seems like a reasonable request.

Ian P. Carleton
SHEEHEY FURLONG & BEHM P.C.
30 Main Street, 6th Floor
PO Box 66
Burlington, VT 05402-0066
(802) 864-9891 (Main)
(802) 865-6321 (Direct)
(802) 864-6815 (Fax)
icarleton@sheeheyvt.com
www.sheeheyvt.com

CONFIDENTIALITY NOTICE: This email is intended only for the use of the recipient(s) named above and may be subject to the attorney-client and/or work product privileges, neither of which is waived by this transmission. If you receive this email in error, please immediately notify the sender by reply email or phone (802) 864-9891 and destroy this communication. Thank you.

From: Toffling Holmes, Teba [<mailto:teba.tofflingholmes@vermont.gov>]
Sent: Friday, January 19, 2018 4:12 PM
To: Ian Carleton
Cc: Kevin Lumpkin; Peter Dysart; Hobson, Ted; Hereth, Megan
Subject: SOV v. LE/IV - next week's 30(b)(6) deposition

Attorney Carleton,
I need to inform our building security as soon as possible of who will be coming to the deposition next Friday. Can you please send me a list of their names?

FYI - Security requires that everyone provide photo identification.

Thank you -

Teba

Teba Toffling Holmes

Investigator

State of Vermont

Office of the Attorney General

109 State Street

Montpelier, VT 05609

802-828-2377

teba.tofflingholmes@vermont.gov

012417 Coates (ID 128059)

From: [REDACTED]
Sent: January 24, 2017 12:18 PM
To: Consumer
CC:
Subject: Consumer Complaint Form - THIS IS A PUBLIC RECORD

B- [REDACTED] of your feedback form. It was submitted by
[REDACTED] on Tuesday, January 24, 2017 at 12:18:09

email: [REDACTED]

PUBLIC RECORD: Yes

Intake Number: AG17-00378

Name: Olivia Coates C/O Kevin Gibson

Street: [REDACTED]

City: [REDACTED]

State: [REDACTED]

ZIP: [REDACTED]

Phone: [REDACTED]

Age: 30

Senior: No

Consumer is Business: No

Veteran or Service Member: No

Business Name: Freedom Nissan

Business Street: 1095 Shelburne Rd.

Business City: South Burlington

Business State: Vermont

Business ZIP: 05403

Business Phone: 866-896-2420

Complaint: On Nov. 5th Olivia and myself went to Freedom Nissan with the intent to purchase a car. Olivia had \$6,000 to put down for a car that freedom Nissan wanted roughly \$12,000 for. We worked out a deal with a very high interest rate (20%. This was, we understood, because Olivia had less than desirable credit. We were hoping to help that issue by financing in her name only (no cosigner a smaller amount by putting almost half down in cash. We had made a deal and were in the finance managers office signing all the paperwork. It was at this time that the finance manager (Art Luccia) told us that the bank would only agree to lend the money if we purchased an extended warranty on the vehicle. Art said that they wanted assurance that if something happened to the car

that it would be fixed and we could continue to make the payments on it. We didn't like this idea but we had been to other dealerships and been turned down due to Olivia's credit. We were desperate and felt this was our only option. We agreed and financed well over the asking price of the vehicle due to the extended warranty and the interest over the loan term. Two months later we experienced some unusual noises from the rear of the car. Upon myself inspecting the rear right hub assembly I determined that the rear sub-frame had rusted completely through where one of the stabilizer bars attaches. The car would be uninspectable and further not safe to drive on the road. I was worried about what we would do because the car was sold "as is" but it had a new inspection sticker from Freedom Nissan. I called the warranty company and they said they did not cover anything related to rust or corrosion. I then contacted the Consumer Assistance Program and was directed to the DMV. I was able to resolve the frame damage with the dealership without the help of the DMV investigator. The dealership offered to replace the rear sub frame free of charge. I also discovered that the practice the dealership used to sell us the warranty (loan conditioning) was dishonest and possibly illegal. I told the Art Luccia that I wanted a full refund of the extended warranty. He tried to explain!

How what he did was not wrong. He explained that the bank charged the dealership a fee for our loan and he sold us the warranty in order for the dealership to recoup the fee (assignment fee) and get what they wanted to on the sale of the car. He said he did not tell me that the bank wanted us to buy the warranty. Either way he made a condition on the loan for the car which was that we had to purchase an extended warranty so the dealership could profit from its sale. I am expecting a call from Mort Shapiro on Thursday 26th or Friday 27th of January. The finance manager said that Freedom Nissan did not want the reputation of that sale practice and he was sure that the owner would make it right with us. Art maintained that what he did was OK and not deceptive. I have yet to get the car back from the dealership following the frame damage repair. I am worried that I may not be aware of the extent of the deception in the car deal. I would like someone to review the deal and make sure we were treated fairly.

Loss: unknown

\$1600 extended warranty
entire amount financed?

Relief Requested: 1. car deal to be reviewed by a professional to determine if fair practices were used in all aspects.
2. refund the amount of the extended warranty 3. fix the car to the point that it meets the condition of the VT state inspection. 4. Refund full amount financed if the deal is determined to be deceptive or unfair.

Found By: Internet search about unfair car sales practices

012417 coates (ID 128059)

Autocap Case Record

Case #

004-17

Date Received

02/07/2017

Closed Date

3 /2 /2017

Consumer-FIRSTN

Consumer-LASTNAM

Date Acknowledged

3 /2 /2017

Olivia & Kevin

Coates & Gibson

Consumer Respons

Complaint Type

Sales

Purchase Date

11/5 /2016

Year/Make Model

2009 Nissan Murano

Mileage

86,000+

Price Sold

\$12,299

As Is



Member Name

Freedom Nissan

Member Contact

Mort Shapiro

Member Response Due

2 /18/2017

Resolution Process

Staff

Panel



Referred to

Resolution

Compromise

Case Notes

2/8 - Mr. Gibson called and explained he had spoken with Mort on 2/6 and he agreed to reimburse the full cost of the extended warranty plus interest. Dealership had fixed all the problems and was waiting to hear back from Mort regarding the possibility of reviewing the video of the sales transaction.

2/16 - Rec'd general release from dealer with note of memo to follow

2/24 - Rec'd follow-up memo from dealer

3/2 - Sent memo to consumer and closed case

Notes (Summary)

Consumer states that they were told they needed to buy an extended warranty in order for the bank to finance the deal. Dealer agreed to reimburse full cost of extended warranty plus \$100 for any inconvenience.

3/2/2017

Consumer Complaint 2017-00814

From: Kim Gauthier <vtautocap@aol.com>

To:

Subject: Consumer Complaint 2017-00814

Date: Thu, Mar 2, 2017 9:47 am

Attachments: Coates and Freedom Nissan_.pdf (183K)

Dear Ms. Coates and Mr. Giblson,

AUTOCAP is in receipt of your complaint against Freedom Nissan regarding your 2009 Nissan Murano. We have also received the attached letter and general release from Mort Sharpiro, owner of Freedom Nissan, stating you have reached a resolution to your complaint.

As of today your case will be closed and a full copy will be sent to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (866)427-4282



Freedom Nissan, Inc.

February 24, 2017

Consumer Assistance Program
Vermont Attorney General's Office
146 University Place
Burlington VT 05405

RE: Customer: Olivia Coates c/o Kevin Gibson
Business: Freedom Nissan
Intake #: AG17-00378

Dear Ms. Gauthier,

I am writing in response to the complaint filed by Kevin Gibson on behalf of Olivia Coates related to the purchase of a vehicle from Freedom Nissan by Olivia Coates. As noted by Mr. Gibson, Ms. Coates had "less than desirable credit" and we worked with her to find a financing company which would lend her the money to purchase it. We have fully resolved the issue with the customer and thus I want to make sure the record reflects the correct facts.

I was made aware of the Ms. Coates dissatisfaction by Art Lucia, our business manager. After I learned about their dissatisfaction I immediately called Mr. Gibson and had a lengthy conversation with him about his complaint and explained to him the philosophy at Freedom Nissan, which is always do the right thing for the customer. It is our goal to swiftly deal with any complaints or employee mistakes swiftly to the satisfaction of the customer.

Mr. Gibson informed me that he believed that Olivia had been told by the business manager that she had to purchase an extended service contract over and above the price the car. After listening to Mr. Gibson's complaint I made an immediate investigation and requested an independent investigation by our third party compliance company, Zurich Insurance, N.A. After conducting its investigation, Zurich assured me and I contacted Mr. Gibson and informed him that the business manager had not done anything wrong. What the business manager told Mr. Gibson and Olivia is that if they wanted to purchase a service contract that the Bank had approved including this additional cost in the financing agreement, even though it was difficult to get a loan on the vehicle due to Olivia's bad credit.

It is common for lenders to increase the amount of the loan to cover the cost of the service contract, since a service contract can be canceled at any time and the unused portion can be refunded. Both Mr. Gibson and Olivia were told, both verbally and in writing, that this

service contract was optional. See attached copy of written notice signed by Mr., Gibson and Ms. Coates.

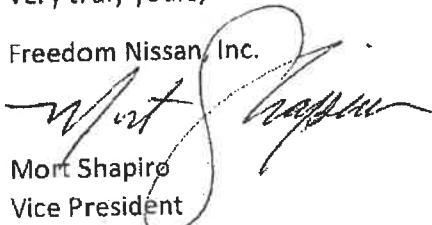
After Olivia purchased the car he brought the vehicle to a service shop to have it inspected. The mechanic said the vehicle needed repair to its sub-frame before it would pass inspection. Mr. Gibson contacted the Department of Motor Vehicles and an inspector went to the shop to inspect the vehicle. That inspector could not find a problem with the vehicle's sub-frame.

Mr. Gibson then brought the vehicle to Freedom Nissan and a senior inspector from DMV and a mechanic from Freedom Nissan were able to find the issue with the sub-frame. The inspector said that it was very difficult to find the imperfection with the sub-frame. Freedom Nissan immediately contacted Nissan of North America, the manufacturer of the vehicle and together, Freedom Nissan and Nissan of North America to properly replace the sub-frame at no cost to Mr. Gibson or Olivia. Olivia and Mr. Gibson were provided a free rental while this repair was being done. I reviewed these findings with Mr. Gibson, and as a good will gesture to refund the full price of the optional service contract, even though by that time approximately 25% of the service contract had been used up. Freedom Nissan also gave them \$100 for any inconvenience associated with the defect.

Customer service is very important to us. As you can see we continued to work with Mr. Gibson and Ms. Coates to find an agreeable solution. Thank you very much for your attention to this matter and please call me if you have any questions.

Very truly yours,

Freedom Nissan, Inc.



Mort Shapiro
Vice President

Freedom Nissan Inc - Product Disclosure

Customer: OLIVIA COATES
Stock Number: 907614A
Vehicle: 2009 NISSAN MU

Products Purchased

Vehicle Service Contract

\$1,593.00

12 Months 12,000 Miles

Standard Disappearing Deductible

Mechanical repair protection for covered components of your vehicle. Protects you from unexpected repair expenses. Includes roadside assistance, towing, rental car and trip interruption coverage.

Products Not Purchased

GAP

\$795.00 / \$21.24/mth ***

Covers the difference between your loan payoff and insurance settlement if vehicle is declared a total loss.

Zurich Shield®

\$695.00 / \$19.68/mth ***

Provides protection for vehicle's interior & exterior. Pays the cost of covered repairs.

Paintless Dent Repair

\$349.00 / \$9.88/mth ***

Pays for repair cost of minor dents and dings on your vehicle's exterior surfaces.

Selling Price: \$12,299.00 Rebate: \$0.00
Aftermarket Total: \$0.00 Sales Tax: \$753.48
Trade Allowance: \$0.00 Fees: \$381.00
Payoff: \$0.00 Products: \$1,593.00
Down Payment: \$6,000.00 Balance Due: \$8,026.48
Retail Loan with 60 payments of 241.11 with an APR of 20.00

The different product/payment options available have been explained to me. My signature below indicates the purchase option that I have voluntarily selected and represents my understanding of the disclaimers and notices herein, including the purchase of these optional products or services is voluntary and does not influence any credit terms.

Buyer

Olivia Coates

11/05/2016

Date

Co-Buyer

Date

The Estimated Monthly Payment for the options available is based on the purchase of the vehicle plus the products listed under the Products Accepted section, and the credit terms and conditions described, which are subject to lender approval. The "price" or "premium" quoted does not include finance charges for these products. The actual financial terms and conditions agreed to by the lender approving your loan will be disclosed on your loan agreement, and the products you have purchased will be financed based on the same interest rate as your loan. This Summary supersedes and replaces any prior Summary relating to same.

**The insurance premium(s) shown is/are based on the payment option you selected. The premium is calculated based upon the specific loan terms, interest rate and/or other products selected in the payment option, and therefore would be different for other payment options offered. The premium quotes for other options are available upon request.

***The price per month is an estimate and may change based upon the inclusion or exclusion of other products.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into as of the sixteenth day of February, 2017 by and between Freedom Nissan, Inc., a Vermont corporation with a principal place of business in South Burlington, Vermont ("Freedom") and Olivia Coates of Underhill, Vermont ("Customer").

WHEREAS, Customer purchased from Freedom a 2009 Nissan Murano (the "Vehicle");

WHEREAS, Customer has made complaints concerning the Vehicle; and

WHEREAS, the parties wish to settle the dispute related to the Vehicle.

NOW THEREFORE, in consideration of the foregoing premises and the consideration recited herein, the parties, intending to be legally bound, agree as follows:

1. Upon Customer's execution of this Agreement, Freedom shall pay Customer the sum of One Hundred Dollars (\$100.00).
2. Customer agrees to refrain from making, publishing, posting or disseminating any disparaging remarks or comments concerning Freedom.
3. Customer agrees to do all that is necessary, now and in the future, by the signing of documents and otherwise to effectuate and bring about the terms and provisions of this Agreement.
4. Customer does hereby for Customer and for Customer's heirs, successors and assigns release and forever discharge Freedom and its partners, officers, directors, shareholders, employees, agents, successors and assigns from all legal actions, causes of action, suits, debts, sums of money, bills, controversies, agreements, promises, damages, claims and demands whatsoever, in law or in equity, which Customer ever had, now has or may have against Freedom, upon reason of any matter whatsoever from the beginning of the world to the date of these presents, including without limitation any and all claims that were made or could have been made in connection with the purchase of the Vehicle.
5. Nothing contained herein shall be constructed to alter or void any warranties related to the Vehicle.

Dated as of the day and year first above written.

Witness

Witness

Customer

FREEDOM NISSAN, INC.

by:

Its Duly Authorized Agent

2/8/2017

Fwd: Gibson, Kevin on behalf of Coates, Olivia (Freedom Nissan) 2017-00814

From: Kim Gauthier <vtautocap@aol.com>

To: m_shapiro <m_shapiro@nissanvt.com>

Subject: Fwd: Gibson, Kevin on behalf of Coates, Olivia (Freedom Nissan) 2017-00814

Date: Wed, Feb 8, 2017 9:37 am

Attachments: 012417 Coates.txt (5K)

Dear Mort,

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint; it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.

Please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Both parties receive copies of all the correspondence submitted to AUTOCAP.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller

AUTOCAP Director

From: [REDACTED]
Sent: January 24, 2017 12:18 PM
To: Consumer
Cc:
Subject: Consumer Complaint Form - THIS IS A PUBLIC RECORD

Below is the result of your feedback form. It was submitted by
Tuesday, January 24, 2017 at 12:18:09

email

PUBLIC RECORD: Yes

Intake Number: AG17-00378

Name: Olivia Coates C/O Kevin Gibson

Street [REDACTED]

City [REDACTED]

State [REDACTED]

ZIP: [REDACTED]

Phc [REDACTED]

Age: 30

Senior: No

Consumer is Business: No

Veteran or Service Member: No

Business Name: Freedom Nissan

Business Street: 1095 Shelburne Rd.

Business City: South Burlington

Business State: Vermont

Business ZIP: 05403

Business Phone: 866-896-2420

2009 Nissan
Murano
86K - 89K

Complaint: On Nov. 5th Olivia and myself went to Freedom Nissan with the intent to purchase a car. Olivia had \$6,000 to put down for a car that freedom Nissan wanted roughly \$12,000 for. We worked out a deal with a very high interest rate (20%. This was, we understood, because Olivia had less than desirable credit. We were hoping to help that issue by financing in her name only (no cosigner a smaller amount by putting almost half down in cash. We had made a deal and were in the finance managers office signing all the paperwork. It was at this time that the finance manager (Art Luccia) told us that the bank would only agree to lend the money if we purchased an extended warranty on the vehicle. Art said that they wanted assurance that if something happened to the car that it would be fixed and we could continue to make the payments on it. We didn't like this idea but we had been to other dealerships and been turned down due to Olivia's credit. We were desperate and felt this was our only option. We agreed and financed well over the asking price of the vehicle due to the extended warranty and the interest over the loan term. Two months later we experienced some! unusual noises from the rear of the car. Upon myself inspecting the rear right hub assembly I determined that the rear sub-frame had rusted completely through where one of the

stabilizer bars
attaches. the car would be un inspectable and further not safe to drive on the road.
I I was worried
about what we would do because the car was sold "as is" but it had a new inspection
sticker from
freedom Nissan. I called the warranty company and they said they did not cover
anything related to rust
or corrosion. I then contacted the Consumer Assistance Program and was directed to
the DMV. I was
able to resolve the frame damage with the dealership without the help of the DMV
investigator. The
dealership offered to replace the rear sub frame free of charge. I also discovered
that the practice the
dealership used to sell us the warranty (loan conditioning) was dishonest and
possibly illegal. I told the
Art Luccia that I wanted a full refund of the extended warranty. He tried to
explai!

n how what he did was not wrong.
He explained that the bank charged the delaership a fee for our loan and he sold us
the warranty in
order for the dealership recoup the fee (assignment fee) and get what they wanted to
on the sale of the
car. He said he did not tell me that he bank wanted us to buy the warranty. Either
way he made a
condition on the loan for the car which was that we had to purchase an extend
warranty so the
dealership could profit from the it's sale. I am expecting a call from Mort Shapiro
on thursday 26th or
friday 27th of January. The finance manager said that Freedom Nissan did not want
the reputation of
that sale practice and he was sure that the owner would make it right with us. Art
maintained that what
he did was OK and not deceptive. I have yet to get the car back from the dealership
following the frame
damage repair. I am worried that I may not be aware of the extent of the deception
in the car deal.
I would like someone to review the deal and make sure we were treated fairly.

Loss: unknown
\$1600 extended warranty
entire amount financed?

Relief Requested: 1. car deal to be reviewed by a professional to determine if fair
practices were used in
all aspects.
2. refund the amount of the extended warranty 3. fix the car to the point that it
meets the condition of
the VT state inspection. 4. Refund full amount financed if the deal is determined to
be deceptive or
unfair.

Found By: Internet search about unfair car sales pratices

Peter Botino did review vehicle - wrote wanting to
Freedom

012517 Dobson (ID 128070)
From: [REDACTED]
Sent: Wednesday, January 25, 2017 1:03 PM
To: Consumer
Cc:
Subject: Consumer Complaint Form - THIS IS A PUBLIC RECORD

Below is the result of your feedback form. It was submitted by [REDACTED] on Wednesday, January 25, 2017 at 13:02:55

email: [REDACTED]

PUBLIC RECORD: Yes

Intake Number: AG1700617

Name: Matthew James Dobson Sr

ZIP: 05751

Phone: [REDACTED]

Senior: No

Consumer is Business: No

Veteran or Service Member: No

Business Name: Springfield buick gmc

Business Street: 431 river st

Business City: Springfield

Business State: Vermont

Business ZIP: 5156

Business Phone: 8028862281

Complaint: I bought a kia optima a couple of months ago it was my first car I financed they assured me I was getting a good deal and was trying to hurry up the process of me buying it I bought it for around 30,000 traded my motorcycle as a down payment on it.. a couple of days ago I tried to trade it in thinking I would have no problem because they assured me I got a good deal but when we went over the numbers I owed about 8,000 more then what it was worth and I have about 9,000 in negative equitie.. so I bought the car for around 32,000 and it only blue books and is worth 22,000. I feel like I got scammed I was a first time buyer and got taken advantage of

Loss: 10,000

Relief Requested: I would like to have the negative equitie removed or for them to take the car back with no penalties so I have a chance to get another car where I am not seriously over paying

Found By: A friend

012517 Dobson (ID 128070)

Autocap Case Record

Case #

005-17

Date Received

02/07/2017

Closed Date

3 /27/2017

Consumer-FIRSTN

Matthew

Consumer-LASTNAM

Dobson, Sr

Date Acknowledged

2 /8 /2017

Consumer Respons

3 /8 /2017

Complaint Type

Sales

Purchase Date

11/1 /2016

Year/Make Model

Kia Optima

Mileage

Price Sold

As Is



Member Name

Springfield Auto Mart, Inc.

Member Contact

Kyle Sipples

Member Response Due

4 /3 /2017

Resolution Process

Staff

Panel



Referred to

Resolution

Dropped

Case Notes

3/24 - No response from consumer - sent to dealer

3/27 - Rec'd dealer response and closed

Notes (Summary)

Consumer states that he bought he first car for a "good deal" but found out later it was not such a good deal and wants his negative equity removed. Consumer never responded and dealer responded with consumer being co-signer and did not understand negative equity.

Springfield Auto Mart's Response
Re: Matthew Dobson Sr. Consumer Complaint
Intake No. AG1700617

A review of Springfield Auto Mart's records shows the following:

1. Mr. Dobson was a co-signer on the loan in this transaction.
2. The trade allowance was \$2,500 for a vehicle that had an actual trade value of \$495. Therefore, Springfield Auto Mart overpaid for the trade by \$2,005.
3. The customer financed the following:
 - a. Service Contract: \$2,395
 - b. GAP Protection: \$699
 - c. Vermont taxes: \$1,565
 - d. Registration, document fee, title: \$397
4. The total of the overpayment for the trade and the other items financed is \$7,556.

In light of this information, the fact that Mr. Dobson owes approximately \$8,000 more than the vehicle's retail trade-in value is entirely justified.

3/24/2017

Fwd: Dobson, Matthew (Springfield Auto Mart) 2017-00820

From: Kim Gauthier <vtautocap@aol.com>

To: ksipples <ksipples@autosavergroup.com>

Subject: Fwd: Dobson, Matthew (Springfield Auto Mart) 2017-00820

Date: Fri, Mar 24, 2017 9:33 am

Attachments: 012517 Dobson.txt (2K)

Dear Mr. Sipples,

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint; it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.

Please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Both parties receive copies of all the correspondence submitted to AUTOCAP.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

From: Kim Gauthier <vtautocap@aol.com>

To: r

Subject: Consumer Complaint against Springfield Auto Mart

Date: Wed, Feb 8, 2017 9:43 am

Attachments: ABOUT AUTOCAP Jan 2015.docx (19K), AUTOCAP Complaint FORM.pdf (125K),
AUTOCAP Request for Documents List.doc (41K)

Dear Mr. Dobson

AUTOCAP is in receipt of your complaint against Springfield Auto Mart. The Automotive Consumer Action Program (AUTOCAP) was created over 30 years ago in order to provide consumers an alternative consumer complaint resolution mechanism concerning issues with members of the Vermont Vehicle & Automotive Distributors Association (VADA).

Attached please find information about the AUTOCAP process and the necessary forms for you to file an official complaint. It is very important that you provide as much written information as possible (please refer to the attached document checklist); including what you believe is a fair resolution.

Upon receipt, we will forward your official complaint and documentation to the dealer, requesting resolution or response within ten days. AUTOCAP will forward a copy of the dealership response to you. In most cases, dealership staff and complainants are able to work together to resolve the dispute during this period. If we are unable to mediate your concern, your case may be referred to the AUTOCAP Panel for arbitration. The enclosed AUTOCAP Factsheet provides more detailed information about this process.

If you are interested in participating in the AUTOCAP process, please provide the documents and information requested. If we do not receive your complaint **within 30 days**, we will close the file on this case and so notify the CAP Office.

Sincerely,

Kim Gauthier
AUTOCAP Coordinator

From: [REDACTED]
Sent: Wednesday, January 25, 2017 1:03 PM
To: Consumer
Cc:
Subject: Consumer Complaint Form - THIS IS A PUBLIC RECORD

Below is the content of your feedback form. It was submitted by [REDACTED] on Wednesday, January 25, 2017 at 13:02:55

email: [REDACTED]

PUBLIC RECORD: Yes

Intake Number: AG1700617

Name: Matthew James Dobson Sr

Z [REDACTED]

Phon: [REDACTED]

Senior: No

Consumer is Business: No

Veteran or Service Member: No

Business Name: Springfield buick gmc

Business Street: 431 river st

Business City: Springfield

Business State: Vermont

Business ZIP: 5156

Business Phone: 8028862281

Complaint: I bought a kia optima a couple of months ago it was my first car I financed they assured me I was getting a good deal and was trying to hurry up the process of me buying it I bought it for around 30,000 traded my motorcycle as a down payment on it.. a couple of days ago I tried to trade it in thinking I would have no problem because they assured me I got a good deal but when we went over the numbers I owed about 8,000 more then what it was worth and I have about 9,000 in negative equitie.. so I bought the car for around 32,000 and it only blue books and is worth 22,000. I feel like I got scammed I was a first time buyer and got taken advantage of

Loss: 10,000

Relief Requested: I would like to have the negative equitie removed or for them to take the car back with no penalties so I have a chance to get another car where I am not seriously over paying

Found By: A friend



Fax Cover Sheet

DATE: May 3, 2017

TO: Attorney General's Office

FAX#: 802-828-2154

MESSAGE:

Attn: Candy Crystal

Un re: Candy Bliss ←

FROM: The Ludlow Health Center —
Phone 802-228-8867
Fax 802-228-5170 or 802-885-2360 (Direct EMR Fax#)

Number of Pages including cover sheet: 2

Attention: This message is intended only for the individual to whom it is addressed. It contains information that may be confidential under law. If you are not the intended recipient or agent responsible for delivering this message, do not read, copy or distribute this information. If you have received this message in error, please notify us immediately and return the message to us by mail. Thank you

**Ludlow Health Center**

SPRINGFIELD MEDICAL CARE SYSTEMS

Where People Come First

CECIL C. BEEHLER, MD • PATRICIA BROWN, FNP-C • CHRISTOPHER WILSON, FNP-C • THU M.P. NGUYEN, PA-C

May 2, 2017

Candy A. Bliss :

To Whom It May Concern,

Candy has been under my care for medical problems – severe chronic allergic rhinitis and asthma. I was asked by Ms. Bliss to evaluate her car for fungal smell. The bright blue car is a lovely SUV and appears to be new. However, as soon as I opened the drivers side door I was struck with what I can only describe as a wet , fungal, odor. I do not know the history of this vehicle but while it appears to be new the mold smell is real and consistent. The mold exposure could be a medical problem for Ms. Bliss's air way and allergy issues. This could cause asthma exasperation for Ms. Bliss. I am not sure how this works but I would recommend or consider a replacement automobile for Ms. Bliss or taking back this particular car.

Sincerely,

Patricia Brown FNP-C

PRESS FIRMLY TO SEAL

7016 0340 0000 1137 1170

1006

05609

U.S. POSTAGE
PAID
LONDONDERRY, VT
05149
MAR 07 17
AMOUNT
\$12.75
R2305K133567-03

PRIORITY[®]
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DATE OF DELIVERY SPECIFIED *



USPS TRACKING[™] INCLUDED *



INSURANCE INCLUDED *



PICKUP AVAILABLE

* Domestic only

WHEN USED INTERNATIONALLY,
A CUSTOMS DECLARATION
LABEL MAY BE REQUIRED.

PRIORITY[®]
★ MAIL ★



VISIT US AT USPS.COM[®]
ORDER FREE SUPPLIES ONLINE

FROM:

Candy A. Blies

TO:

*A.H. General's
Office*

*Consumer Asst.
109 State Street
Montpelier, VT.
05609*

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL USE

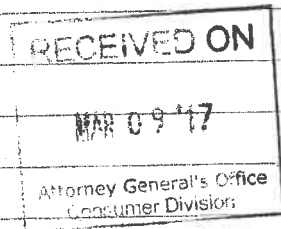
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Y 2013

Please contact me as what
my next step should be

Thank You



①

On Wed 2-22-17 after making 2-3 phone calls to Heidi Goodrich the sales person on my car. I kept getting sent to her voice mail, the 3rd time I said no I was on my way over. After I had talked to Kim the day before and she told me that I wasn't the owner I was slipping out and totally pissed off. I make the car payments, this year the inspection, Ins and registration and someone tells me its not my car. I was so upset I don't know why I didn't crash my car. I suffer from anxiety and severe depression and I just snapped. I got there, parked my car went in straight to Heidi's desk cause she was on the phone hit the desk with my purse and said I want some F---ing answers. She got off the phone told me I needed to calm down. I said no I need some F---ing answers. I said Harry was good enough to give me a thousand dollars down on this car and co-sign for me and now this will effect his credit. He can't even ride in my car because he has cancer and his immune system is down. She's

(2)

like calm down. I said no then another sales Guy came over and told me to calm down I told him to go to hell. I said the American people bailed your F---ing A--es out and this is how you treat your customers. Then another salesman came out and told me to calm down I told him no. I said everytime I call Heidi I get her voicemail and no phone call. I said I want a copy of my car fax and repair order of what was done on my car. Then I believe there was a 3rd salesman that came out and he said if I didn't calm down they were going to call the police. So I said go ahead do whatever. So before they got here I told them I not only have the mildew smell now I got cleaning chemicals on top of that smell. So as the salesmen would raise the voices and tell me they were trying to help me. I said help me? Don't bother. Then one guy asked me if I was drunk or on drugs I can't remember. I said no I am fuc---ing depressed over this car. So as they

Kept telling me to leave I said I wasn't leaving without my paperwork. I remember I said something about George Benson. They said he has screwed more people than I can imagine. Then they told me I wasn't a very nice customer. I said well you not a very nice sales man either. I said at least George is a reputable car dealership man. When the Police came in they asked what was the problem? They said I came in was very loud and they asked me to leave. The officer asked me if that was right? I said yes and I'm not leaving without my paperwork. The Officers were very nice and professional. Just doing their job. He informed me I could either walk out on my own or he could handcuff me which he didn't want to do. I said do whatever you have to. But I want my paperwork. So the Officer said you come out with me and his asst. will bring out my paperwork. I said I trusted the Officers but not the sales guys. I do highly respect our Law Enforcement Officers. and I did say sorry to

them. I'm sure they had better things to do. So the Chiefs Asst came out with my paper work then the officer went back in. When he came back out he said what could I do different if this ever happened again? I said calm down or call for Civillian back-up which I had thought of doing but was too pi-ssed off. He said they could've press charges for trespassing. But he recommended not to. So now the Sgt with the Sheriff suggested a place in Swansee N.H.: The Round Tree that may help me with my negative equity on my car for a trade. I will never do business with Spfld GMC again for selling me this car in this condition. But I do feel they owe me a vehicle with a lesser payment and not smell mildew and mold in it. But I have lost all trust in them. I just can't believe I have to drive this car and pay \$445.00 a mth. I think I just snapped. I cannot beleive they ever sold me this car. So now I do drive with my windows down cause I can't stand the smell and have my headaches back. I think they

Should have to eat this car.
I can't keep driving it. and
no one can help me into another
car either.

Candy A. Bliss

Benson's Chevrolet, Inc.

25 Pond St.

Ludlow, VT 05149

Phone 802-228-4000 / Parts 802-228-8833

Fax 802-228-8997



CHEVY TRUCKS



SERVICE INVOICE

R/O 45805		VIN		CANDY BLISS		DATE IN 03/01/17
YEAR 2015	MAKE BUICK	MODEL ENCORE	COLOR BLUE	OIL		TIME IN 09:11
MILES IN 23152	MILES OUT 23152	FIRST USE //	LIC. VT			CLOSED 03/01/17
SEE ALSO						WRITER 8775 JS\42

1) MULTIPPOINT VEHICLE INSPECTION

MPVI COMPLETE VEHICLE ALL GOOD
SMELL COMING FROM CARPETS POSSIBLY MADE WORSE
FROM DOUBLE CARPET LAYER ON DRIVERS SIDE
NOT ALLOWING MOISTURE TO EVAPORATE AS WELL
RECCOMEND CHANGING TO RUBBER ALL WEATHER MATS
(93-9353 LP-)

Labor MPVI T93 7

A

.....(Internal).....

So now I still have mildew odor : cleaning
Smell on top of that in my car. Need to leave
windows down about 4-5 inches when
driving my car. My headaches are back
and just got over a cold. Cannot beleive I
have to keep this vehicle and
worry about my health from those odors.

LIKE US ON FACEBOOK!
WWW.BENSONSCHEVY.COM
SINCE 1928

Candy Bliss

Next Service Lube-Oil-Filter

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Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X

CUSTOMER SIGNATURE

Page 1 of 1

Job 45805

45805

Customer Copy

W/C	INT.	CUSTOMER
		Labor .00
		Parts .00
		Sublet .00
		Waste Dispos .00
		Oil/Grease .00
		Sub Total .00
		Tax .00
		Total .00