

From: Kim Gauthier <vtautocap@aol.com>

To: :

Subject: Consumer Complaint 2017-02163

Date: Mon, May 1, 2017 2:49 pm

Attachments: C Sammons Dealer Response.pdf (401K)

Dear Ms. Sammons,

AUTOCAP is in receipt of your complaint against Capitol City KIA regarding your recent purchase. We have also received the attached response from Kyle Sipples with the Autosaver Group. Please review and respond, in writing, within 10 business days or May 15, 2017. If we do not hear from you on or before May 15, 2017 we will close your case and send a copy back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,
Kim Gauthier
AUTOCAP Coordinator



Autosaver Group
PO Box 408
St. Johnsbury, VT 05819
802.745.1452 main
802.748.4288 fax

www.autosavergroup.com

April 28, 2017

Kim Gauthier
VADA
Autocap Program
1284 US-302 #2
Barre, VT 05641

Re: Sammons, Chandra (Capitol City KIA) 2017-02163

Dear Ms. Gauthier:

I have reviewed the complaint made by Chandra Sammons, and respond as follows:

Chandra Sammons came into our Kia dealership looking to get out of her Kia Optima. She said that she did not like her Optima at all. After evaluating Chandra's trade, including the mileage and damage to both front and rear bumpers of her trade, it was found out that she had roughly \$12,000.00 in negative equity. She expressed interest in a 2016 Kia Optima, but the bank was not willing to finance all of her negative equity that she would be carrying into the new loan. We showed Chandra the Ford Fusion that could work with the lender. We let her take the Ford to do some errands and waited for her to come back to the dealership. She had the vehicle for the better part of three hours in which had plenty of time to get acquainted with the vehicle. She came back to the dealership and said she loved the car. Chandra signed the paperwork and left the dealership.

It is also to be known that Chandra put \$1,000.00 down willingly, but we subsequently received notice saying that she did not approve of the charge, calling it fraudulent. We have the signed receipt acknowledging that she knew she was putting the money down.

In summary, Chandra was given ample opportunity to determine whether the vehicle was appropriate, and was not pressured into purchasing the vehicle. While this may not have been the vehicle that she originally intended to purchase, her credit situation limited the options that we could present to her.

Sincerely,

Kyle C. Sipples, Esq.
General Counsel



3/27/2017

Fwd: Sammons, Chandra (Capitol City KIA) 2017-02163

3/27

From: Kim Gauthier <vtautocap@aol.com>

To: ksipples <ksipples@autosavergroup.com>

Subject: Fwd: Sammons, Chandra (Capitol City KIA) 2017-02163

Date: Mon, Mar 27, 2017 12:28 pm

Attachments: 031417 Sammons (ID 137074).txt (7K)

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: ago.cap@vermont.gov
Sent: Tuesday, March 14, 2017 12:19 AM
To: AGO - CAP
Subject: CAP Complaint Confirmation

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

Your First Name

Chandra

Your Last Name

Sammons

Confirmation Number

WB17-00223

Your E-Mail Address

Your Daytime Phone

Daytime Phone Type

Mobile

Your Age

I am a...

Senior

Vulnerable Adult

What is the name of your business?

Your Mailing Address _____

Your City

Your State

Your Zip Code

Your Alternate Phone

Alternate Phone Type

Is your complaint about:

An automobile dealer

Business Name or Person's First Name

Capitol City KIA -- Jeffrey

Person's Last Name

Devoid

Business Phone (1)

(802) 223-0001

Phone (1) Type

Office

Business Phone (2)

(802) 262-2030

Phone (2) Type

Office

Business E-Mail Address

info@capitolcitykia.com

Business Address

51 Gallison Hill Road

Business City

Montpelier

Business State

VT

Business Zip Code

05602-4309

Business Website/URL

autosavergroup.com

Is your complaint about a vehicle you purchased?

Yes

What is the year of your vehicle?

2017

What is the make and model of your vehicle?

Ford Fusion Energi Hybrid

Is the vehicle new or used?

Used

Where did the vehicle receive its last state inspection?

(?) Capitol City Kia ?

Inspection sticker number, date and color:

?? 2/15/17 Blue

When was the vehicle purchased?

2/20/17

What was the purchase price?

35535.38

Vehicle mileage at time of purchase:

9,558

Current mileage on the vehicle:

11561

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

No

Which of the following apply to the vehicle?

I'm not sure

Description

I feel that I was railroaded, coerced and pressured into buying a 2017 Ford Fusion Energi

Hybrid Car that I did not want, nor did I know anything about. I told the Capitol City

KIA salesman, Jeff Devoid, up front that I wanted an older, USED car, approximately 5

or 6 years old, fairly low mileage, four doors, lower payments around \$200, and Bluetooth. Please note that Mr. Devoid's last day at Capitol City Kia was the next day,

and he outright lied to me throughout the whole transaction.

I'm retired, but volunteer practically full time for GMT, driving patients to and from

Medicare/Medicaid doctor appointments. About 40% of my clients have wheelchairs or walkers which will not fit in the tiny trunk of the Ford. The trunk space is taken up by the

huge EV battery. Further, I live in a tall HUD apartment building, which has no accessible outlets to plug in the 110 volt charger, rendering it useless to me. For these two

reasons alone, this vehicle is unacceptable to me.

I tried to bring it back a few days later, but was told it was too late.

To backtrack a bit; I told Mr. Devoid my above specifications and that I would trade in

my 2015 KIA Optima. He went back and forth to the manager's office several times and

finally said that if I put \$1000. down, he could give me a new 2015 KIA OPTIMA for "Not a penny more than I'm paying monthly now". Fine, I said, handed him my credit card, and he started the paperwork process.

I thought it strange in retrospect, that he wouldn't let me transfer my stuff over to the new

Kia, which was right outside. And Kristin Brooks stopped the paperwork process midstream on the Manager's orders (Jason).

I told Jeff that I had to be out the door at 3:30 to pick up a client at Fletcher Allen

Hospital in Burlington and no ifs, ands or buts, I was leaving then. Still no paperwork,

but instead of ushering me out straight to the Kia, he turned me left and into the Ford

which was also out front. "Oh, by the way, this will only cost you \$20. more a month, but

it will get you 50 miles per gallon of gas". He drove me to the gas station for a fill up and

I was on my way by 3:30.

I didn't know even know where the lights were, and I was getting back to Kia late. Jeff had the papers laid out on his desk, highlighted where he wanted me to sign, without

telling me what I was signing. Sign this, now this, etc. He had 73 miles to drive home,

and it was after 6:00 PM. "Don't worry about transferring your stuff, the car is locked

and you can do that tomorrow." The following day was when I finally saw the trunk size.

I knew nothing about charging an electric car battery. The indicator light on the dash

board said the battery was charged 2%. I tried to charge the battery at several Barre, Montpelier and Waterbury EV charging stations, most notably for seven hours at the Montpelier Hunger Mountain Co-op on March 5. It did not hold the charge; the dash indicator said it would be fully charged in 6.4 hours, approximately the same as when I brought it to the charging station. Jeff had told me it only takes an hour to charge. New EV Batteries are very expensive -- upwards of \$5,000? I don't have the time in my day to spend 6 hours at an EV charging station.

There have been nothing but problems with this car. When Kia first gave it to me it did not have a battery charging unit in it. That's useless to me anyway, but still? And coming back from Burlington one day part of the door handle flew off. Kia made me go to the Ford Dealer and get the part name and price. Then Kia's service manager ordered it. I let it be known on these visits that I was very unhappy with the car.

On March 11, Nicole from KIA called to tell me that they had the spare key to my car and some title papers for me to pick up. I thought about everything, including the additional the \$60. Insurance premium and the extra monthly \$34.00 car payment that I cannot afford. I haven't made any payments on the car yet. and have decided not to. This is not the car I want nor need.

I called Nicole back that afternoon and informed her that:

- 1) I would not pick up the key and papers.
- 2) I would not be making payments on the car.
- 3) I would report all of this to the States Attorney General.

Amount of loss:
???

How would you like this matter to be resolved?

I would like Capitol City Kia to take back this car that I don't want or need, supply me

with one as I originally specified, or give me one comparable to the 2015 Kia Optima that I

traded in for "not a penny more than I was paying for the old one"

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)

Purchase/sales contract

Warranty documentation

Finance contract

Please list the dates, amounts, transaction reference numbers and locations for each wire transfer you sent by Western Union as a result of a scam.

Incident Date

2/20/2017 12:00:00 AM

Attachment

FW{3} Disappointing results from VADA (ID 145534)
From: AGO - CAP
Sent: Friday, July 07, 2017 1:24 PM
To: '
Subject: — FW: Disappointing results from VADA

Re: 2017-02163

Dear Chandra Sammons,
Thank you for updating the Consumer Assistance Program about your VADA complaint. Enclosed below please find recent correspondence CAP received from VADA regarding your consumer complaint. Based on this correspondence and a review of the file, CAP is unable to further mediate your complaint with the business at this time. CAP provides a letter mediation and referral service for consumer complaints about transactions with businesses. Letter mediation is an attempt to aid in the resolution of complaints without the need for litigation or court action. Since CAP is not a court of law, we do not have the power to compel a specific resolution to a complaint.

While CAP cannot further mediate your complaint, CAP complaints are available for attorneys in the Office of the Attorney General to review. If the Office of the Attorney General reviews your complaint and requires further information, you may be contacted again. If you would like to pursue your complaint further, you may consider contacting a private attorney. Vermont law provides for the recovery of your attorney's fees, if you win your case, and possible treble damages in private consumer fraud actions. If the dispute involves claims for damages under \$5,000 you may take your case to Small Claims Court. The cost of a small claims action in Superior Court is \$50 for a claim under \$1000 and \$75 for a claim over \$1000. The services of an attorney are not required.

For your convenience, I have included attorney referral information below:

Vermont Legal Aid: (800) 889-2047
Vermont BAR Association Lawyer Referral Service: (800) 639-7036

If we may be of further service, or if you have additional questions or complaints, please contact us again.
Sincerely,

Danielle Shaw
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
From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Thursday, July 06, 2017 4:26 PM
To: AGO - CAP

FW{3} Disappointing results from VADA (ID 145534)
Cc: mmiller@vermontada.org
Subject: Re: Disappointing results from VADA

Dear Ms. Shaw,

I believe there is a misunderstanding. The panel did recommended Capitol City Kia trade consumer into lesser vehicle to lower monthly payments but since the consumer has such negative equity currently the dealership did not have a vehicle that would accommodate her financial situation. This was explained to the consumer. At this point, there is nothing further AUTOCAP can do.

Thank you,
Kim Gauthier
AUTOCAP Coordinator
-----Original Message-----
From: AGO - CAP <AGO.CAP@vermont.gov>
To: vtautocap <vtautocap@aol.com>
Sent: Thu, Jul 6, 2017 1:35 pm
Subject: FW: Disappointing results from VADA
Hello Kim,

CAP received this consumer update regarding a VADA referral. It appears that the dealership did not follow the hearing panel's recommendations. What would you advise regarding next steps?

Thank you for any assistance.

Sincerely,

Danielle Shaw
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

From:
Sent: Wednesday, July 05, 2017 8:56 PM
To: AGO - CAP
Subject: Disappointing results from VADA

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

Dear Ms. Brown:

Re: 03/14/17 Sammons (ID 137074)
VADA # 2017- 02163

Further to my complaint of 3/14/17 please be advised that I went through all the VADA steps including the Hearing. I did not

FW{3} Disappointing results from VADA (ID 145534)
receive an older, affordable car from Capitol City KIA, as suggested by the Autocap
Hearing Committee,
so I'm back to square
one.

I never did get a straight answer as to why they didn't explain "negative equity" to
me, but chose
instead to roll me into a car that I
simply can't afford.

Going forward, I made a mistake in reporting the mileage reimbursement stipend
(53.5/mile) I get for
driving Medicare and Medicaid Patients
to their appointments as income. Its not income. I volunteer my time and service.
That is strictly mileage
reimbursement. Yet I counted it as
income. Shouldn't the bank have checked the credit report to see that I was making
a lot less than I
reported? Isn't that fraud?

I think my next step is to pursue this matter with senior citizen help groups,
assuming that you will be of
no further assistance to me. I thought
you might appreciate the feedback.

Chandra Sammons

attachments to follow via regular mail

Autocap Case Record

Case #
016-17

Date Received
04/11/2017

Closed Date
5 /1 /2017

Consumer-FIRSTN
Veronique

Consumer-LASTNAM
Czechorowski

Date Acknowledged
4 /21/2017

Consumer Respons
5 /3 /2017

Complaint Type	Purchase Date	Year/Make Model	Mileage	Price Sold	As Is
Sales	3 /24/2017	2016 Ford Focus	6	\$23,524	<input type="checkbox"/>

Member Name
Faith's Ford, LLC

Member Contact
Paul Kruse

Member Response Due
4 /22/2017

Resolution Process	Panel	Referred to	Resolution
Staff	<input type="checkbox"/>		Dealer

Case Notes

4/14 - Consumer called to explain her complaint and that she just wants to be removed as co-signer
4/18 - Rec'd dealer response
4/20 - Responded to dealer and rec'd answers to add'l questions
4/21 - Consumer called looking for an update
4/21 - Emailed & mailed dealer response to consumer
5/1 - Rec'd consumer response
5/1 - Closed case

Notes (Summary)

Consumer states that she is the co-signed on her daughter's vehicle and would like to be removed. Felt she was forced to cosign. Dealer states that both consumer and daughter agreed to the deal and that the real issue is a family matter. Consumer needs to find other means to remove herself as co-signer.



AUTOMOTIVE CONSUMER ACTION PROGRAM

May 1, 2017

AUTOCAP Case # 2017-02572

Veronique Czechorowski
PO Box 877
West Dover, VT 05356

Dear Ms. Czechorowski,

Thank you for your response letter. Based on your complaint, dealer response letter, and a review of the documents submitted; you knowingly agreed to be a co-signer and signed all the appropriate documents as the co-signer. Your request to be removed as the co-signer is one of a legal matter and will need to be handled as such. AUTOCAP is a non-judicial third party which does not handle these types of cases.

As of today, your case with AUTOCAP will be closed and a complete copy will be sent back to the Consumer Assistance Program where you originally filed your complaint.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kim Gauthier", written in dark ink.

Kim Gauthier
AUTOCAP Coordinator

4/28/17

Dear Kim,

I don't attach one
medical data -

Plus the return of

letter from Ford
which is self explanatory

A total of 2,100

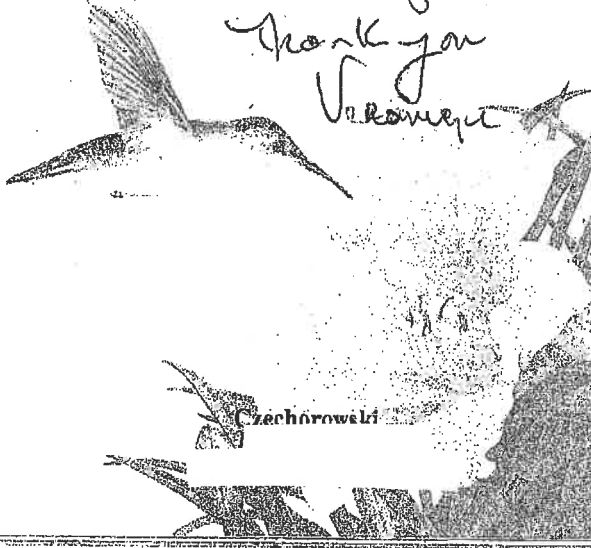
1,280 Tempo

& 3,380

I would like refunded

Thank you

Veronique



April, 28, 2017

To: Vt Autocap - Kim Gauthier
c/o VADA
1284 US Route 302 Suite
Barre, Vt 05641

RECEIVED

From: Veronique Gechorowski

MAY 01 2017

VADA

Dear Kim Gauthier,

Pursuant to your request that I review Paul Kruse's email, and respond accordingly, I'm writing the following.

To begin with, I apologize for the handwritten response (no working computer), and I would like to say there are ~~many~~ inconsistencies.

On Friday March 24, 2017, I arrived fatigued from Sojourner, a community, holistic clinic, where I was treated for cranial therapy until 5PM. I have been going for the last 3 yrs.

My daughter MARINA wanted me to look at a few cars (berry, silver) not to purchase one.

I didn't even have a chance to sit down, that a unplanned contract was presented to me,

F I didn't even have a chance to read contract
I was just asked to co-sign.

- My daughter MARINA is 25 yrs old, NO CREDIT
AND NO Fulltime Job

- I'm 72 yrs old, (Elderly Disabled) with NO
CREDIT, A \$60,000 mortgage and live on MYSS.

I'm a COURT APPOINTED GUARDIAN for MARINA
AN ADULT - I can provide document if requested.

I HAVE HAD HEATH ISSUE (SPINE PROBLEMS
AND MORE) My blood pressure has skyrocketed

- the first time in my life, due to the
mistreatment by Faith Ford.

F I know being 72 yrs old and my daughter
being 25, we were the perfect candidate
FOR a "SCAM"

SINCE BANK DID NOT give approval - ION
SWIFTLY suggested a 2016 NEW FORD Focus
with 6 miles - knowing bank would approve
A NEW CAR, which is NOT WORTH \$23,000.

A It was a COVERT AND MANIPULATIVE sale.

Also I NEVER RELEASED MY FORD TEMPO
OR SIGNED registration. There was an allowance
of \$1,280.

Then I was asked to pay \$2,100 additional
I don't what for? - I'm disputing this charge

F I did call Sat Mard 25, 2017 to ASK
About grace period - And was flatly told NO -
you're stuck!

BETWEEN Jon, salesperson, Bruce (sales mgr)
And Ed (general manager) they were the
RUEST to ME - AND "magically" all hung upon
ME. They ARE the staff - all others were
NON EXISTENT. AND I NEVER CALLED the following week
Why would I subject myself to their ABUSE?

I don't object to my daughter having a Ford
product - A NEW ONE loses value as it was driven
off the lot - AND THAT WAS A "SLICK" MOVE -

F I would like the current contract cancelled
I do not wish to be a co-signer (to her
tune of \$8,000)

I was FAR FROM "Exuberant" -

Another inconsistency - So I was AT

FAITH FORD 3/24/17 - AND CALLED SAT only 3/25/17

A Perhaps Faith Ford CAN RELEASE ME OF this
obligation - I do not have the Financing available
in case of a default. Let Ford Assume Responsibility.

I'll be happy to present all medical data
that indicates I'm NOT a healthy person
AND should NOT be considered a co-signer

Sincerely, Veronique Jellouski



Peaked Mountain Psychiatry

Judith Tice, MD Carl McVee, APRN
1068 Graham Road
Townsend, Vermont 05653
Ph: (802) 243-9277

5/13/13

Townsend IT May Comm
Re: Veronique Czechowski
DOB 7/13/44

Veronique has a history of
traumatic brain injury. Due to this, she
has difficulty processing information,
experiences visual difficulties
and has difficulty connecting information
and prioritizing activities.

Jeanne T. McVee, MD

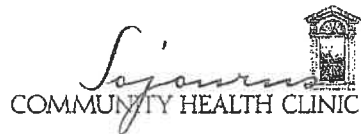
WE INVITE YOU
*to join us in the next phase of
this journey.*

Your tax deductible contribution
and/or legacy gift will help ensure that
Sojourns stays strong, independent,
and true to our mission and vision,
offering excellent holistic health care
to our community.

*"Never doubt that a small group of
thoughtful, committed citizens can
change the world.*

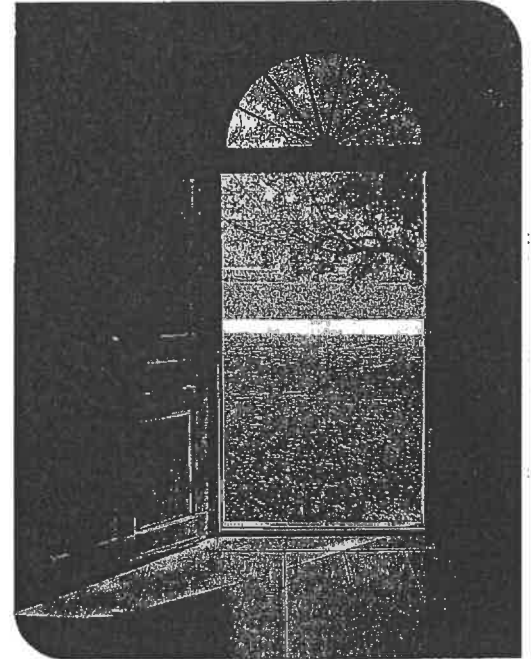
Indeed, it is the only thing that ever has."

— Margaret Mead



HOLISTIC CARE FOR WHOLE PEOPLE
4923 US Route 5
Westminster, Vermont 05158
www.sojourns.org

SOJOURNS
WAS FOUNDED
in the year 2000
as a model for
CHANGE in
HEALTH CARE





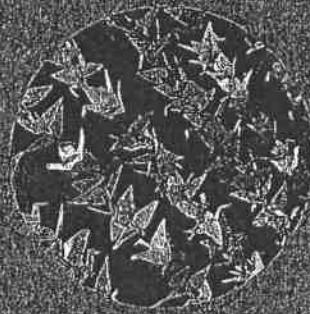
WE HAVE NEVER

Turned anyone away for financial reasons

.....
 Been subject to a malpractice claim
 or complaint

Received negative findings upon audit

*"My experience at
 Sojourns
 feels like a partnership
 that supports
 my healing journey."*



96.42% of the over 600 respondents
 to our 2024 Patient Satisfaction Report



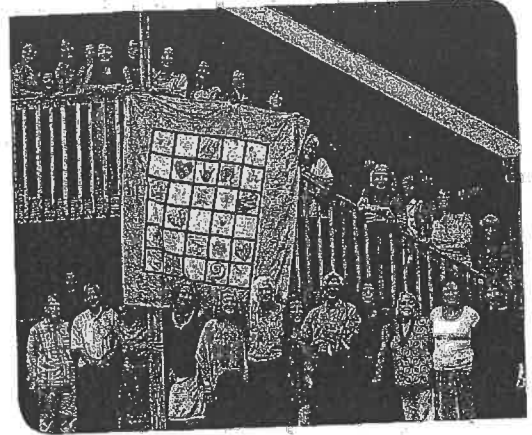
WE BELIEVE
*health care should be entirely
focused on:*

People & Possibility
.....

Not

~~Profits or Politics~~

SOJOURNS' VALUES ARE:



PRESENCE *Courage*

Love

Balance COMMUNITY

Excellence

Collaboration

.....
*Sojourns exists to serve the health
of its community at a cost that the
community can sustain.*

OUR CARE is accessible to the greatest
degree possible.

OUR PATIENTS receive high quality,
patient-centered, integrative health care.

OUR CLIENTS are educated and empowered
to make informed health care choices, and
take responsibility for their health.

SOJOURNS' COMMUNITY understands
and experiences well-being as a journey
that is sustained by love, respect, openness,
connection, and belief in the ability to heal.



WE ARE PROUD
of our accomplishments so far.

In our first 16 years we:

Provided individualized holistic, primary and
integrated care to over 10,000 individuals
and families (nearly 200,000 appointments);

Collaborated with hundreds of area doctors,
providers, and hospitals while maintaining
our independence and patient-centric
approach despite changing trends towards
hospital-owned practices where bottom line
concerns may eclipse patients' needs.

*"My practitioner listens to me
and my opinions."*

99.27% of the over 600 respondents to
our 2014 Patient Satisfaction Report

Veronique's Ski Spree, Ltd.

Mrs. Veronique Czechowski

CERTIFIED MAIL

WHITE RIVER JUNCTION



7015 1660 0001 0364 3962

1003.350
APR 11 2017
ED FROM ZIP CODE 05159



This was returned to me

Attention

Belling

Ford Motor Credit Co

P.O. Box 31633

UTF

33631 33633

TAMPA FL 33631



FORD CREDIT

FORD MOTOR CREDIT COMPANY
PO BOX 31633
TAMPA, FL 33631-

P6SMFL00100889 - 782707194



MARINA CZECHOROWSKI

1

Date: 03/29/2017
Acct Nbr: 054698593
Dealer: FAITH'S FORD
1147 PUTNEY ROAD
BRATTLEBORO, VT 05301
Property: 2016 FORD FOCUS
Vin: 1FADP3F23GL392851
Date of Contract: 03/24/2017

Dear Customer:

We are pleased to service the financing on the property described above. On reviewing the contract, we noticed and corrected the following error(s).

In section 4 of your contract it reads Gap Insurance on the for line, it should read Gap, it's not an insurance product in your state it's a debt waiver product.

No further action is required from you. Keep this notice as your record of the change(s) made. If you have any questions do not hesitate to contact us at the address above.

Sincerely,

Ford Motor Credit Company

To whom it may concern:

4/10/17

PLEASE FIND ATTACHED DATA THAT
I, VERONIQUE CZECHOROWSKI, CO-SIGNER
HAVE SENT TO THE ATTORNEY GENERAL.
I want to report a scam, as this
car should not have been sold to
MARINA CZECHOROWSKI. Please read
data
Veronique Czechowski.

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
TEL: (802) 656-3183
FAX: (802) 304-1014
OUTSIDE CHITTENDEN COUNTY
1-800-649-2424

ADDRESS REPLY TO:
CONSUMER ASSISTANCE PROGRAM
109 State Street
Montpelier, VT 05609
www.uvm.edu/consumer
e-mail: ago.cap@vermont.gov

Auto Complaint Form

COMPLAINTS ARE PUBLIC RECORD, AND ALL DOCUMENTS YOU SEND US WILL BE SAVED ELECTRONICALLY.
DO NOT SEND MATERIALS CONTAINING SOCIAL SECURITY NUMBERS, ACCOUNT NUMBERS OR OTHER SENSITIVE
INFORMATION WITH YOUR COMPLAINT!

* required

Information about you:

Your Full Name (First and Last):*

Organization Name (If filing on behalf of a
business/organization.)

Your Address:*

Your City:*

Your State:*

Your ZIP:*

Your Daytime Phone:*

Your E-mail Address:

Your Age:

Are you a senior citizen?

Are you a Veteran or Service Member (Y/N)?

VERONIQUE CZECHOWSKI

VERMONT

72 YEARS old

☒ Yes ☐ No

Veteran ☒ Service Member ☐

Information about the business you are filing your complaint against:

Business Name:*

Person You Dealt With:*

Business Street Address:

Business City:*

Business State:*

Business ZIP:

Business Phone:

Business E-mail:

FAITH'S FORD LLC

JONATHAN GRIFTH calls himself John Griffith

1147 Putney Road

BRAHLEHARD

VERMONT

05301-9052

(802) 258-2400

WEB SITE: WWW.FORDCREDIT.COM

Explain the Complaint

page 1

Events as they happened:

(If service-related, list the services that pertain to this complaint.)

ON FRIDAY MARCH 24, 2017 I ARRIVED VERY LATE AT "FAITH" FORD LLC AT AROUND 6PM, TO CHECK ON A CAR MY DAUGHTER WANTED TO BUY, TRADING IN MY 1994 TEMPO WITH 89,075 miles. I MET JONATHAN GRIFFUS (he called himself John Guffus) I FELT I WAS "GANGED" UP BY MY OWN DAUGHTER MARINA GECHOWSKI AND JOHN GRIFFUS. I FELT I WAS FORCED TO CO-SIGN HER PURCHASE OF A 2016 NEW FORD FOCUS WITH 6 MIL COS. I WAS SURPRISED SINCE SHE HAS NO FULL TIME STEADY JOB - AND I HAVE VERY BAD CREDIT AND A \$60,000 MORTGAGE. ALSO I'M EN ELDERLY (72 YRS) + DISABLED. MY DAUGHTER HAS SPECIAL NEEDS - AND I'M A GUARDIAN TO AN ADULT WHO IS 25 YEARS OLD.

Amount of loss: \$20,504.66 AFTER FINANCING \$3,055.36

PLUS \$2,000 DEPOSIT ON MY CAPITAL CARD.

Relief you desire: \$1,280 ON FORD TEMPO I NEVER RELEASED
TOTAL \$23,784.66

I DO NOT WANT TO BE A CO-SIGNER THIS IS AN OVERPRICED CAR - I WOULD PREFER TO CANCEL

THIS CONTRACT, BE REMOVED AS CO-SIGNER, AND

BE REFUNDED \$2,000 DEPOSIT + ALLOWANCE ON TEMPO. \$1,280 = \$3,280.

Please remember to send documentation by email to ago.cap@vermont.gov or by fax to (802) 304-1014.

Send copies of all pertinent documents immediately, including purchase/sales contract, buyer's guide, warranty documentation, repair orders, etc. You may send documentation via email, or mail. **FAILING TO SEND DOCUMENTATION WILL DELAY THE PROCESSING OF YOUR COMPLAINT!** Note that your complaint may be processed by the Consumer Assistance Program (CAP) or the Vehicle and Automotive Distributor's Association's (VADA) Auto Consumer Action Program (AutoCAP) if the dealer named in your complaint is a member of VADA.

Page 2 - COMPLAINT

ON MARCH 24, 2017
SENT 4/4/17

I called Faith's Ford on Sat 3, 25, 2017,
And spoke to John Griffith & Ed Dever,
And also Manager Bruce Merrill -
They all TREATED ME MISERABLY. I wanted
First to know if they offered a
"GRACE PERIOD" - Definitely NOT! WAS
the answer - I WASN'T SURE about a
SERVICE AGREEMENT - My daughter said
The Title to my Ford Tempo WAS REQUESTED.
It seems a car over 15 years old doesn't
REQUIRE a title - I NEVER signed over the Tempo.
I FELT ALL 3 PERSONS I dealt with
WERE SO RUDE, AND ALL HUNG UP ON
ME, the CO-SIGNER - I OWN A PRIUS
which Toyota FINANCED last year for a
short period. I WAS NEVER TREATED
by Toyota the way Faith Ford LLC has
TREATED ME. It may be I WAS DISCRIMINATED
because of my age... I'm not certain...
I WAS fatigued at the END of the day,
That Friday. And have had back injuries,
Among others, to deal with. I HAVE!
ZERO CREDIT, A \$60,000 mortgage, and
Live on my Social Security monthly benefit.
Plus my daughter has NO steady job -
My blood pressure has "skyrocketed" - I hope
I can get your assistance, and be removed
AS A CO-SIGNER, Thank you.
And REFUNDED \$3,280. - Veronique Caporale

From: Kim Gauthier <vtautocap@aol.com>

To:

Subject: Fwd: Czechorowski, Veronique (Faith's Ford-Previously Brattleboro Subaru) 2017-02572

Date: Fri, Apr 21, 2017 2:49 pm

Dear Ms. Czechorowski,

AUTOCAP is in receipt of your complaint against Faith's Ford and have also received the following email response from Paul Kruse, GM with Faith's Ford. Please review his email and respond, in writing, within 10 business days or May 3, 2017. If we do not hear from you on or before May 3, 2017 your case will be closed and sent back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Paul Kruse <pkruise@faithsford.com>

To: Kim Gauthier <vtautocap@aol.com>

Sent: Tue, Apr 18, 2017 1:57 pm

Subject: RE: Czechorowski, Veronique (Faith's Ford-Previously Brattleboro Subaru) 2017-02572

David Chapnick, Kim Gauthier,
04/18/2017

Consumer Advisor
State of Vermont
Attorney General

On 03/24/17 Marina Czchorowski arrived at Faith Ford after making an appointment to look at the possibilities of purchasing a new vehicle. Marina advised Jon Griffiths our sales person that she had no established credit and that her mother Veronique was in route to assist in the purchase. A bank approval was attained for a 2016 Ford focus requiring a \$2100.00 down payment that met all the customers' requirements regarding equipment payments and such. The down payment was made in its entirety by Veronique. All paperwork was completed all products thoroughly explained and gap insurance and an extended contract was purchased. Veronique cosigned for her daughter at no time was the customer pressured or under any duress in fact they were very excited and exuberant with the sales staff. We agreed to completely detail the vehicle and Veronique was going to retrieve the title for the trade. The next day Marina came to the dealership, the vehicle was cleaned and Jon went over the vehicles features at this point all was ok. At no time during this transaction was there any indication that either Marina or Veronique were incompetent or incapable of being responsible for this transaction.

The following week Jon(salesperson), Bruce (sale manager), and Ed (General sales manager) received several phone calls from Veronique basically accusing them of the said complaint. After interviewing all the employees who interacted with Veronique during and after the sale. At no time were any of the staff unprofessional to Veronique.

Veronique has stated to the staff here that her daughter Marina has not paid her half of the deposit that she had agreed to do at the time of the sale.

The staff simply has performed exactly as the customer required through and including acquiring financing and selecting a vehicle the met all the customers' requirements and providing the products the customer agreed to after presenting them.

We have communicated with Marina who has indicated that she intends to keep the vehicle and make the payments. Also, she has indicated no interest in cancelling anything.

At his time, we stand ready to assist in any way possible. The Gap insurance policy and Extended warranty contract can be cancelled but would require both Marina and Veronique's signatures and the proceeds would go back to the lienholder. We have processed the title and registration; Vermont sales tax has been paid and this vehicle will no longer be considered a new vehicle.

From: Paul Kruse <pkruise@faithsford.com>
To: Kim Gauthier <vtautocap@aol.com>
Subject: RE: Czechorowski, Veronique (Faith's Ford-Previously Brattleboro Subaru) 2017-02572
Date: Thu, Apr 20, 2017 2:41 pm

Kim, you are correct Marina would have to finance in just her name however we would have no avenue to achieve that. Marina has no established credit. She would have to find someone with established credit willing to go on the loan with her. All of which was known before they arrived here.

From: Kim Gauthier [mailto:vtautocap@aol.com]
Sent: Thursday, April 20, 2017 12:30 PM
To: Paul Kruse <pkruise@faithsford.com>
Subject: Re: Czechorowski, Veronique (Faith's Ford-Previously Brattleboro Subaru) 2017-02572

Thank you Paul. Is it correct in saying that the only way to remove Veronique as the co-signer is for Marina to refinance using just her information? I realize that may not be possible but that is what Veronique is looking for at this point.

Thanks,
Kim Gauthier

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To: Kim Gauthier <vtautocap@aol.com>
Sent: Tue, Apr 18, 2017 1:57 pm
Subject: RE: Czechorowski, Veronique (Faith's Ford-Previously Brattleboro Subaru) 2017-02572

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It is and has always been the position of the Faith's Ford employees that have subsequently spoken to Veronique that this is a family matter between Marina and Veronique.

Sincerely,

Paul Kruse
General Manager
Faith's Ford
Brattleboro, VT, 05301

From: Kim Gauthier [<mailto:vtautocap@aol.com>]

Sent: Wednesday, April 12, 2017 3:54 PM

To: Faith Mba <fmmba@faithsford.com>; Paul Kruse <pkkruse@faithsford.com>

Subject: Fwd: Czechorowski, Veronique (Faith's Ford-Previously Brattleboro Subaru) 2017-02572

Dear Mr. Mba & Mr. Kruse,

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. This is a requirement as a member of VADA.

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

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
TEL: (802) 656-3183
FAX: (802) 304-1014
OUTSIDE CHITTENDEN COUNTY
1-800-649-2424

ADDRESS REPLY TO:
CONSUMER ASSISTANCE PROGRAM
109 State Street
Montpelier, VT 05609
www.vermont.gov/consumer
e-mail: ago.csp@vermont.gov

Auto Complaint Form

COMPLAINTS ARE PUBLIC RECORD, AND ALL DOCUMENTS YOU SEND US WILL BE SAVED ELECTRONICALLY.
DO NOT SEND MATERIALS CONTAINING SOCIAL SECURITY NUMBERS, ACCOUNT NUMBERS OR OTHER SENSITIVE
INFORMATION WITH YOUR COMPLAINT!

* required

Information about you:

Your Full Name (First and Last):*

VERONIQUE CZECHOWSKI

Organization Name (If filing on behalf of a
business/organization.)

Your Address:*

Your City:*

Your State:*

Your ZIP:*

Your Daytime Phone:*

Your E-mail Address:

Your Age:

72 YEARS old

Are you a senior citizen?

☒ Yes ☐ No

Are you a Veteran or Service Member (Y/N)?

Veteran ☒ Service Member ☒

Information about the business you are filing your complaint against:

Business Name:*

FAITH'S FORD LLC

Person You Dealt With:*

JONATHAN GRIFFIN calls himself
John Griffith

Business Street Address:

1147 Putney Road

Business City:*

BATTLEBAND

Business State:*

VERMONT

Business ZIP:

05301-9052

Business Phone:

(802) 258-2400

Business E-mail:

WEB SITE: WWW.FORDCREDIT.COM

Check the type of business that you are filing a complaint about:*

(Sales/Service)

- ☒ CAR Dealer
- ☐ Outside Sales Company
- ☐ Manufacturer
- ☐ Mechanic
- ☐ Inspection Station
- ☐ Warranty Company
- ☐ Service Station
- ☐ Repossession Company
- ☐ Towing/Storage Company
- ☐ Auto Parts Store
- ☐ Car Rental Agency
- ☒ Finance Company
- ☐ Insurance Company
- ☐ Other (clarify in written complaint)

Vehicle Information:

Year:*

2016

Make:*

FORD

Model:*

FOCUS

Is the vehicle new or used?*

☒ New ☐ Used

Complete Sections Relevant to Your Complaint:

Date Purchased (Sales):

3/24/2017

Purchase Price (Sales)

23,524

Vehicle Mileage at Purchase (Sales):

0 MILES

Vehicle Mileage Currently (Sales):

1

Select all that apply to the vehicle you are complaining about:*

(Sales/Service)

- ☐ Manufacturer's Full Warranty
- ☐ Manufacturer's Extended Warranty
- ☐ Dealer Warranty
- ☒ Service Contract
- ☐ As-Is (no warranty)
- ☒ I don't know if there is a warranty
- ☐ Other (explain in warranty terms)

Explain terms of the warranty/service contract:

NO
GRACE
PERIOD
TO CANCEL
CONTRACT

Did you receive a Buyer's Guide? (Sales)

☒ Yes ☒ No
 (Please include a copy)

Is the issue relative to warranty repairs? (Service)

☒ Yes ☒ No
 (Please include repair orders and receipts)

Repair cost incurred? (Service)

Is your car being held due to nonpayment of a disputed repair bill? (Service)

☒ Yes ☒ No

If yes to above, please explain:

CAR HAD 6 MILES

NOW 2016 FORD FOCUS

☒ Vehicle Condition **NEW**
 (Documentation of representation such as advertisements, buyer's guide, sales agreement)

☐ Inspection
 (Inspection paperwork and information from the inspection sticker)

☐ Repair
 (Repair orders, dealer's "we owe" statement, warranty paperwork)

☐ Auto Parts
 (Receipts, notices of recall)

☐ Towing and Storage
 (Receipts, dates)

☐ Advertising or Representations
 (Advertisements, written representations, sales agreement, buyer's guide)

☒ Purchase Price
 (Sales agreement, window sticker, retail installment contract)

☒ Financing
 (Retail installment contract/financing)

☐ Repossession
 (Retail installment contract/financing, sales agreement, documents from the repossession co.)

Check all issues that apply to your complaint and make sure you include all relevant documentation!*

Explain the Complaint

page 1

Events as they happened:

(If service-related, list the services that pertain to this complaint.)

ON FRIDAY MARCH 24, 2017 I ARRIVED
 VERY LATE AT "Faith" FORD LLC AT ALBANY, GA,
 TO CHECK ON A CAR MY DAUGHTER WANTED
 TO BUY, TRADING IN MY 1994 TEMPO WITH 89,000 MILES.
 I MET JONATHAN GRIFFITH (he called himself John Griffith)
 I FELT I WAS "GANGED" UP BY MY OWN DAUGHTER
 MARINA GECHOROWSKI AND JOHN GRIFFITH.
 I FELT I WAS FORCED TO CO-SIGN HER PURCHASE
 OF A 2016 NEW FORD FOCUS WITH 6 MILES. I WAS
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 AND I HAVE VERY BAD CREDIT AND A \$60,000 MORTGAGE.
 ALSO I'M AN ELDERLY (72 YRS) DISABLED. MY DAUGHTER HAS SPECIAL
 NEEDS - AND I'M A GUARDIAN TO AN ADULT WHO IS 25 YRS OLD.

Amount of loss: \$20,574.66 AFTER FINANCING \$3,055.36

PLUS \$2,000 DEPOSIT ON MY CAPITAL CARD.

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 TOTAL \$23,784.66

I DO NOT WANT TO BE A CO-SIGNER. THIS IS
 AN OVERPRICED CAR - I WOULD PREFER TO CANCEL

THIS CONTRACT, BE REMOVED AS CO-SIGNED, AND
 BE REFUNDED \$2,000 DEPOSIT + ALLOWANCE ON TEMPO.
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page 2- COMPLAINT

ON MARCH 24, 2017
SENT 4/6/17

I called Faith's Ford on Sat 3/25/2017
And spoke to John Griffith & Ed Dever,
And also Manager BRUCE MERRILL -

They all TREATED ME MISERABLY. I wanted
First to know if they OFFERED A
"GRACE PERIOD" - Definitely NOT WAS.

THE ANSWER - I WASN'T SURE ABOUT A
SERVICE AGREEMENT - MY DAUGHTER SAID
THE TITLE TO MY FORD TEMPO WAS REQUESTED.
IT SEEMS A CAR OVER 15 YEARS OLD DOESN'T
REQUIRE A TITLE -

I FELT ALL 3 PERSONS I DEALT WITH
WERE SO RUDE, AND ALL HUNG UP ON
ME, THE CO-SIGNER - I OWN A PRIUS
WHICH TOYOTA FINANCED LAST YEAR FOR A
SHORT PERIOD. I WAS NEVER TREATED
BY TOYOTA THE WAY FAITH FORD LLC HAS
TREATED ME. IT MAY BE I WAS DISCRIMINATED
BECAUSE OF MY AGE... I'M NOT CERTAIN...

I WAS FATIGUED AT THE END OF THE DAY,
THAT FRIDAY. AND HAVE HAD BACK INJURIES,
AMONG OTHERS, TO DEAL WITH. I HAVE:
ZERO CREDIT, A \$60,000 MORTGAGE, AND
LIVE ON MY SOCIAL SECURITY MONTHLY BENEFIT.
PLUS MY DAUGHTER HAS NO STEADY JOB -
MY BLOOD PRESSURE HAS "SKY ROCKETS". I HOPE
I CAN GET YOUR ASSISTANCE, AND BE REMOVED
AS A CO-SIGNER. THANK YOU.
AND REFUNDED \$3,280. - Veronique Capodanno



Peaked Mountain Psychiatry

Justin Tice, MD Chad McVee, APRN
1088 Grafton Road
Townshend, Vermont 05653
Ph (802) 445-5077

5/13/13

Townshend VT May Comm
Re: Veronique Czacherowski
DOB 7/13/44


Veronique has a history of
traumatic brain injury. Due to this, she
has difficulty processing information,
experiences visual difficulties
and has difficulty connecting information
and prioritizing activities.

Justin Tice, MD

VERMONT VEHICLE RETAIL INSTALLMENT CONTRACT

397 0484

DATE 03/24/2012

1-800-727-7000	Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	CREDITOR (Seller Name and Address)
 FORD CREDIT	MARTINA CZECHOWSKI VERONTQUE CZECHOROWSKI	FAITH'S FORD LLC 1147 PUTNEY RD BRATTLEBORO, VT 05301-9052
www.fordcredit.com		

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
NEW	0	2016 FORD	FOCUS	1FADP3F234L392851	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in: 1994 FORD Year and Make \$ 1280.00 Gross Allowance \$ N/A Amount Owning

1. Cash Price		\$ 23524.00 (1)
2. Down Payment		
Third Party Rebate Assigned to Creditor	\$ 4100.00	
Cash Down Payment	\$ 2100.00	
N/A	\$ N/A	
Trade-in (description above)	\$ 1280.00	
Total Down Payment	\$ 7480.00 (2)	
3. Unpaid Balance of Cash Price (1 minus 2)		\$ 16044.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts) To Public Officials		
(i) for license, title & registration fees	\$ 77.00	
(ii) for official fees	\$ N/A	
(iii) for taxes (not in Cash Price)	\$ 1088.64	\$ 1165.64
To Insurance Companies for:		
Credit Life Insurance	\$ N/A	
Credit Disability Insurance	\$ N/A	
N/A	\$ N/A	
N/A	\$ N/A	
To N/A for N/A	\$ N/A	
To N/A for N/A	\$ N/A	
To FORD ESP PREMIUM CAR EXT SERV CONT	\$ 2500.00	
To N/A for N/A	\$ N/A	
To WDS for GAP INSURANCE	\$ 795.00	
To N/A for N/A	\$ N/A	
To N/A for N/A	\$ N/A	
To N/A for N/A	\$ N/A	
To N/A for N/A	\$ N/A	
Total	\$ 4460.64 (4)	
5. Amount Financed (3 plus 4)		\$ 20504.64 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
11.45 %	\$ 8070.72	\$ 20504.64	\$ 28575.36	\$ 36055.36

Your Payment Schedule will be:		
Number of Payments	Amount of Payments	When Payments are Due
72	\$ 396.88	Monthly, 1st Semi-Annual, 1st Annually
N/A	N/A	N/A

INSURANCE
YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit Life Insurance Company	
Premium	Insured(s)
You want Credit Life Insurance	
N/A	
Buyer Signs	
N/A	
Co-Buyer Signs	

Credit Disability Insurance Company	
Premium	Insured(s)
You want Credit Disability Insurance	
N/A	
Buyer Signs	
N/A	
Co-Buyer Signs	

OTHER OPTIONAL INSURANCE	
Coverage and Insurance Company	Premium and Term in Month
N/A	\$ N/A

Prepayment penalty

EFFECT OF EARLY OR LATE PAYMENTS

If you pay early, you will owe less finance charge. If you pay late, you will owe more finance charge. In addition, if you pay more than 10 days late, you will have to pay a late charge, as set forth above.

BALLOON CONTRACT PROVISIONS

☐ Your last installment payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. N/A per mile for each mile in excess of 111,111 miles shown on the odometer.

EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your Option to sell the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between 111,111 and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

premiums are included above.

N/A

Buyer Signs

N/A

Co-Buyer Signs

Credit Life and Credit Disability Insurance for the term of the contract. The amount of coverages are shown in a notice or agreement given to you today.

☒ Debt Cancellation Waiver Addendum (Option If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage optional and is not required to obtain credit. Terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in Itemization of Amount Financed under Section 4.

Buyer Signs

Anti-Theft Product (Optional)

☐ If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

\$	<u>N/A</u>	Term	<u>N/A</u>
\$	<u>N/A</u>	Term	<u>N/A</u>
\$	<u>N/A</u>	Term	<u>N/A</u>

Buyer Signs ☒

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer ☒
Signs

Co-Buyer ☒
Signs

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

Buyer ☒
Signs

Co-Buyer ☒
Signs

Buyer (and Co-Buyer) acknowledge that (i) before signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in copy of this contract and (ii) at the time of signing this contract, Buyer (and Co-Buyer) received a true and completely filled in copy of this contract.

Buyer ☒
Signs

Co-Buyer ☒
Signs

Seller

By ☒

Title

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller may transfer this contract to another person. That person will then have all Seller's rights, privileges, and remedies. By signing below, Seller assigns this contract to _____ ("Assignee").

Seller's contact information about this contract: call _____, or visit their website at _____.

ADDITIONAL TERMS

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.

B. Balloon Payment Contract: If your last installment payment under this contract is a balloon payment as indicated on the front of the contract, you may handle the last installment payment in one of three ways. First, you may pay all that you owe when the last installment payment is due and keep your motor vehicle.

Second, you may refinance the last installment payment unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The Annual Percentage Rate (APR) for the refinancing will be the lower of the APR agreed to by you and the Creditor or the maximum APR permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment shall be the same as in this contract. If the refinanced amount will be fully paid within 36 months of the due date of the last installment payment. Otherwise, the monthly payment amount shall be the amount needed to fully pay the refinanced amount within 36 months of the due date of the last installment payment. If you wish to refinance, you must notify the Creditor in writing. Except as discussed in this section, the notice must be received no later than 30 days prior to the due date of the last installment payment.

Third, you may sell the vehicle to the Creditor for an amount equal to the last installment payment. You must pay to the Creditor any other amount owed under this contract. Amounts you owe will be based, in part, on the vehicle's mileage. You also must pay to the Creditor the estimated costs of all repairs to the vehicle that are the result of excess wear and use, as set forth below. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the last installment payment due date. After the inspection, if you decide to sell the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the last installment payment due date. At that time, you must also give the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. After the inspection, if you decide not to sell vehicle to the Creditor, you must immediately contact the Creditor and inform the Creditor whether you want to refinance the last installment payment.

C. Damage Repair: If your last installment payment under this contract is a balloon payment and you sell the vehicle back to the Creditor under Paragraph B, you are responsible for repairs of all damage to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to, those necessary to:

- (i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread;
- (ii) repair all mechanical defects;
- (iii) repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle under Paragraph B, you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to the Creditor. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to the Creditor.

D. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract. You must take care of the vehicle and

H. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

I. Repossession: If you default, the Creditor may require you to pay once the unpaid Amount Financed, the earned and unpaid part of Finance Charge and all other amounts due under this contract. Creditor may also take the vehicle when repossessed and hold them for you.

J. Your Right To Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

K. Disposition of Motor Vehicle: If the vehicle is taken back or sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include the cost of a direct result of having to retake the vehicle, hold it, prepare for sale, and sell it. Reasonable lawyer's fees and legal costs are also included. If there is any money left (a surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and if you will pay what is still owed to the Creditor, if you do not pay this when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

L. Collection Costs: Except as otherwise provided by law, you will pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

M. Consumer Reports: You authorize the Assignee listed on this contract to obtain consumer credit reports from consumer agencies (credit bureaus) for any reason and at any time in connection with this contract.

N. Servicing and Collection: You agree that Creditor, Creditors' agents and service providers may monitor and record calls regarding your account to assure the quality of our service for other reasons. You also expressly consent and agree that Creditor's affiliates, agents and service providers may use written or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or art messages, text messages, email and/or automatic telephone systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular or other wireless device, regardless of whether you incur charges for such use.

O. Applicable Law: You agree that this contract will be governed by the laws of the state of Vermont.

P. General: This contract contains the entire agreement between you and the Creditor relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid. If any part of this contract is not valid, Creditor can still enforce Creditor's rights every time. Creditor can still enforce Creditor's rights in a lawsuit. Creditor will exercise all of Creditor's rights in a lawsuit. If the last installment payment under this contract is a balloon payment, the Assignee has assigned, to Qi Exchange, in its capacity as a qualified intermediary, its rights (but not its obligations) in the purchase and sale of this vehicle.

Buyer acknowledges and accepts assignment of this contract to Assignee (and any successor to Assignee). Buyer also accepts subsequent assignment of this contract, and accepts the notice of any such assignment, by Assignee or anyone else giving notice to Buyer. This consent and notice specifically includes the security interest in the vehicle financed by this contract.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR MAY ASSERT AGAINST THE ORIGINAL CREDITOR.

secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell, or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.

F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts unless prohibited by law, and terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide: If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guia para compradores de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZGA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed, even if one or more other persons also sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7879 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.

You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts unless prohibited by law, and terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

WINDOW OF THE VEHICLE. THE INFORMATION ON THE WINDOW OF THE VEHICLE FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guía para compradores de vehículos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

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To cause the Seller to sell the vehicle described on the front of this contract to the Buyer on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each person who signs as a guarantor will pay it when asked. Each Guarantor who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this Guaranty at the time of signing.

Guarantor _____ Address _____

Guarantor _____ Address _____

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Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, 1-800-778-7878 (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

DEAL 391

WE OWE

NAME MARINA CZECHOROWSKI STK. NO. 6484 NEW ☒ USED ☐
 ADDRESS _____ YEAR 2016 MAKE FORD
 CITY _____ ZIP 05356 MODEL FOCUS
 PHONE _____ SERIAL NO. 1FADP3F23GL392851
 SALESMAN GRIFFUS, JONATHAN DEL. DATE _____

QTY.	NAME OF ITEM	PART	LABOR
	NOTHING PROMISED		
	<i>Details</i>		

No verbal promises or representations have been made except _____
 I hereby accept this WE OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE,
 and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.
 (FOR APPOINTMENT CALL SERVICE DEPT.)

YOU OWE

YOU OWE	TO BE RECEIVED	YOU OWE	TO BE RECEIVED
	DATE		DATE
1) Title to Trade in Vehicle		4) Other	
2) All Monies		5) Other	
3) Valid Insurance Card		6) Other	

I hereby agree to provide such items in a timely manner.

CUSTOMER

Marina Czechowski

DATE

03/24/2017

APPROVED

[Signature]

MANAGER

AGREEMENT TO PROVIDE INSURANCE POLICY (TO BE USED WITH SECURITY AGREEMENT ON SALE OF VEHICLE)

DEAL # 393
STK# 6484
CUST# 40995

Date 03/24/2017

new dealership

1) To Seller FAITH'S FORD LLC

1167 PUTNEY RD BRATTLEBORO, VT 05301

The undersigned Buyer(s) agree(s) to provide their own Insurance Policy. The Insurance Policy will cover the vehicle identified below subject to the "Security Agreement" dated this 24TH day of MAR 2017

The vehicle referred to herein is described as follows:

Year	Make	Model	Body Type	Vehicle Identification No.
<u>2016</u>	<u>FORD</u>	<u>FOCUS</u>	<u>SD</u>	<u>1FADP2E73E792051</u>

2) The Insurance Policy shall be delivered to the Seller within 50 days from the date of this Agreement. Maintenance and repair contracts, One Month Policies or Insurance Certificates that make reference to a "Master Insurance Agreement" ARE NOT ACCEPTABLE. If the Seller does not receive the Insurance Policy in the time stated above, the Seller may, at its option, purchase insurance of the same form and character at the Buyer's expense. The Insurance may cover only the Seller's interest in the vehicle.

Ins. Co. GEICO Agent _____

AGENT'S ADDRESS-STREET _____ CITY _____ STATE _____ ZIP _____ AGENT'S PHONE NUMBER _____

Policy No. 4291083310 Exp. Date 06/15/2017

☐ Fire & Theft ☐ Additional Coverage ☒ \$ 100 Deductible Comprehensive ☒ \$ 100 Deductible Collision

3) Buyer(s) agrees to assume all responsibility for damage or loss of the vehicle. This includes loss or damages resulting from use, maintenance or operation of the vehicle and agrees to hold the Seller free from any claims, loss or liability. Buyer(s) agree(s) to pay the Seller or its assignees any earned premium, for any Insurance Policies that may have been placed on the vehicle by the seller, if the Buyer fails to provide the required Insurance, as stated in the Security Agreement.

Loss Payee FORD MOTOR CREDIT COMPANY
Loss Payee's Address PO BOX 105706 ATLANTA GA 30348-5704

4) NOTICE TO BUYER: Any Insurance ordered by the Seller or Seller's Assignee will not include Public Liability or Property Damage Insurance. Insurance ordered/purchased by the Seller will only include loss of or damage to the vehicle.

BUYER'S NAME (Print) MARIANA CIECHOROWSKI
HOME PHONE _____ BUSINESS PHONE _____

ADDRESS _____

Mariana Ciechowski
BUYER'S SIGNATURE

Y. C. ...
CO-SELLER'S SIGNATURE

What we do

How does Faith's Ford, LLC protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Faith's Ford, LLC collect my personal information?

We collect your personal information, for example, when you

- apply for financing or apply for a lease
- give us your income information or employment history
- show your government issued ID

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.
Faith's Ford, LLC has no affiliates.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Faith's Ford, LLC does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Faith's Ford, LLC doesn't jointly market.

Other Important Information

Customer Acknowledgement

I (we) acknowledge receiving a copy of this notice on the date shown below:

Maria Portanova
Customer Signature

3/24/12
Date

[Signature]
Co-Customer Signature

3/24/12
Date

NATIONAL VEHICLE SERVICE CONTRACT

APPLICATION, TERMS & CONDITIONS

(All Vehicles up to and including Transit and F-550)

REGISTRATION INFORMATION

Vehicle Identification Number 1F35G3L3K3K3K3K3		Signature Date 03/24/2017		Warranty Start Date 03/24/2017		<input type="checkbox"/> CPO	
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No		Current Mileage 0		Current Hours 0		<input type="checkbox"/> Incomplete (Cab/Chassis)	
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> 36 months/36,000 miles (Ford and Competitive Make or 48 months/50,000 miles (Lincoln vehicles) <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Snowplow <input type="checkbox"/> Commercial Use <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford Police Interceptor), Limo, Livery, Shuttle, Tow Truck						<input type="checkbox"/> Lime/Livery Wrap <input type="checkbox"/> Component Wrap (Non-CPO)	

New Plan Coverage: Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
LeaseCARE - New PremiumCARE with Wear Items - (Standard Deductible is \$0)
Rental Care - (RentalCARE - Standard Deductible is \$0)
Super Duty Coverage: (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is \$100)

Used Plan Coverage: Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100)

PLAN COVERAGE

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*			
FORD F350 PREMIUM 100.00	100.00	12	100,000							
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete <input type="checkbox"/> PDL (Lincoln Only)										
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
Months	Mileage	Hours*	Date	Mileage	Hours*					
N/A	N/A									
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete <input type="checkbox"/> PDL (Lincoln Only)										
*Super Duty and Incomplete Vehicle Plan Coverages require current hours and expiration hours for all vehicles with an hour meter.								Total	\$	\$

DISCLOSURE INFORMATION:

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE. I acknowledge receipt of a complete copy of this Application and Terms and Conditions (the "Agreement") at signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Mississippi Residents Only: By signing below, I agree to the binding arbitration language in the Mississippi Section.

Washington Residents Only: By initialing this box, I acknowledge I have reviewed with Dealer the section of this Service Contract titled, What This Agreement Covers and What is Not Covered, Your Responsibilities for Care of the Vehicle, Implied Warranty of Merchantability and Your and Our Rights to Cancel Agreement.

Signature (not valid without Signature)

SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid without Signature)				Signature Date	
Name MARINA CZECHOWSKI VERONICA 1240				Address	
City	State	Zip Code	E-mail Address		Service Contract Lienholder Name

DEALERSHIP INFORMATION

Dealership Signature		FOR OFFICE USE ONLY	
Dealer Name PREMIER FORD LLC			
Address 1 1417 ROUTE 40			
Address 2			
City BRATTONS			
State			
Zip Code 05301-4032		Telephone No	
Employee Stars Id		P&A Code	

TERMS AND CONDITIONS

1A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):

In all states except CO, FL, ID, KS, and WA, all service contract obligations, including the Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of Colorado, Kansas, and Washington, all service contract obligations for Competitive Make Vehicles, including the Application are between Us and You. You may contact Us at the following address:

Ford Motor Service Company
Extended Service Plan Headquarters
P.O. Box 8045

Dearborn, Michigan 48121

Toll-free number 800-521-4144

FULL FAITH AND CREDIT STATEMENT: In all states except in 1C and 1D below, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy. Complimentary Plans are backed by the full faith and credit of Ford Motor Company.

1B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY):

In ID, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). In the states of CO, KS, and WA, all service contract obligations on Ford, Lincoln and Mercury products are between US and YOU. You may contact us at the following address:

Ford Motor Company
Extended Service Plan Headquarters
P.O. Box 8045

Dearborn, Michigan 48121

You may contact the Selling Dealer at the address shown on the Application for the Selling Dealer.

FULL FAITH AND CREDIT STATEMENT: In ID all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company. In the states of CO, KS, and WA all service contract obligations under this Agreement on Ford, Lincoln and Mercury products are backed by the full faith and credit of Ford Motor Company and are not guaranteed under a service contract reimbursement policy. Complimentary Plans are also backed by the full faith and credit of Ford Motor Company.

1C. INTRODUCTION & PARTIES (Florida only): This service contract, including the Application, (this "Agreement") on Ford, Lincoln and Mercury vehicles is between Ford Motor Company (referred to in this Agreement as "We", "Us", or "Our") and the service contract holder (referred to in this Agreement as "You" or "Your"). Our Florida license number is 12118. You can contact Us at the address referenced in 1B above. All service contract obligations on competitive make vehicles is between The American Road Insurance Company and You. The Certificate of Authority Number is 09079 for The American Road Insurance Company. You can contact The American Road Insurance Company at the address referenced in 1D.

1D. INSURED AGREEMENT STATEMENT: In the state of Connecticut, all service contract obligations, on all Ford, Lincoln, Mercury and Competitive Make products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. In the states of CO, NE, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

The American Road Insurance Company
P.O. Box 8045

Dearborn, Michigan 48121

Policy Number: 01-3110-700-001 and all applicable endorsements.

1E. ADMINISTRATION: All service contract obligations under this Agreement are administered by:

Ford Customer Service Division
16800 Executive Plaza Drive

Dearborn, Michigan 48126

2. ENTIRE AGREEMENT: This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

2A. WHEN COVERAGE BEGINS AND ENDS: For NEW PLAN AGREEMENTS, Coverage begins at the New Vehicle Limited Warranty Start Date and Zero Miles or actual or equivalent Hours. Coverage ends at the earliest of the Number of Months Purchased or the Number of Miles or actual or equivalent Hours purchased from the New Vehicle Limited Warranty Start Date or Zero Miles or Hours. For USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE,

Coverage begins at the Signature Date and Current Mileage. Coverage is the earlier of the Number or Months Purchased or the Number of 1 Purchased from the expiration of the New Vehicle Limited Warranty. **ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE U. COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS).** Coverage BEGINS at the Signature Date and Current Mileage. Coverage ENDS at the earlier of the Number of Months Purchased or Number of Miles Purchased from the Signature Date and Current Mileage.

2B. INSURER "CUT-THROUGH" BENEFITS: If any insured service contract repair or reimbursement claim has not been completed within 60 days from date You filed a claim with the Selling Dealer or Us or We are insolvent financially impaired, You may make a claim directly against The American Road Insurance Company for the cost of your repairs (including all sums we We are legally obligated to pay to You), subject to the exclusions, deductibles and limitations contained in this Agreement and in the underlying policy insurance. You may not make a cut through claim against The American Road Insurance Company for a Complimentary Plan. Complimentary plans are offered in the states of Florida and New York.

3. DEFINITIONS: In this Agreement, the following capitalized terms have meanings assigned to them:

Branded Vehicle means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

Certified Pre-Owned (CPO) Vehicle Upgrade Coverage means a new coverage on a Ford, Lincoln or Mercury vehicle purchased for an additional price that may provide additional component coverage or longer term a mileage benefits beyond the manufacturer's certified warranty.

Commercial Use means the Vehicle is: (i) used primarily for business or government purposes, by an individual or multiple drivers any government agency or municipality; or (ii) designated by the Selling Dealer as a vehicle sold for Commercial Use when reported to the vehicle's manufacturer. Ford, Lincoln Mercury vehicles reported sold with delivery codes: "3", "4", "8", "7", "C", "E", "H", "I", "L", "M", "S", "T", and "W" are vehicles used for Commercial Use.

Competitive Make Vehicle means any vehicle other than a Ford, Lincoln or Mercury vehicle.

Component Wraps (Non-CPO) Coverage means new ExtraCARE or PremiumCARE coverage for any component not covered under any existing Powertrain Warranty.

CORE Coverage means new or used PowertrainCARE, BaseCARE ExtraCARE, and PremiumCARE coverage.

Disappearing Deductible means a deductible option under which there is no deductible charged for each Eligible Repair Visit when repairs or services are performed by the Selling Dealer.

Eligible Repair Visit means a single visit to a dealer or other repair provider for service or repair of a failure to the Vehicle covered by this Agreement.

Emergency Service or Repair means necessary service or repair to a inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln dealership.

Emergency Travel Expenses means the costs of Your meals, lodging, car rental and commercial transportation to Your destination and the return trip to retrieve Your Vehicle after it is repaired.

Failure means a cessation of normal functioning of the Vehicle components covered by this Agreement that arise from defects in materials or workmanship or caused by normal wear and tear covered by this Agreement.

Hours means an alternate measure of mileage to determine coverage plan expiration for which 1 hour equals 25 miles, and applies to all Super Duty Coverage Plans and Incomplete Vehicle Plans.

Incomplete Vehicle means vehicles known as chassis cabs, stripped chassies and cutaways. Incomplete for Ford vehicles means vehicles with the first three VIN positions of 1FB, 1FC, 1FD, 1FE, 2LI, 2LJ, 2FR and 5LD (except body types E14, E24, E24, E31, S31, E34, S34, E1B, E1E, E2E, E3B, E3E, S1E, S2E, S3B, and S3E). Only Chevrolet, Dodge, Ford and GMC vehicles are eligible for Incomplete Vehicle Plans.

Internal Lubricated Parts means parts within the engine block that are part of the reciprocating/moving assembly including: crankshaft, camshaft pistons, connecting rods, valve train components (i.e. valves, springs, keepers, rockers, lash adjusters, tappets/lifters, piston rings, oil pump, oil pressure regulator and and piston wrist pins).

LeaseCARE Coverage means new PremiumCARE coverage with Wear Items.

Limousine/Livery Wrap Coverage means new PremiumCARE coverage on any Lincoln Continental, MKS, MKT, Navigator Limo, Navigator Livery or any vehicle used or operated for hire or funeral business.

New Vehicle Limited Warranty means the manufacturer's original limited bumper-to-bumper warranty covering a New Vehicle or the parts and

**VERMONT DISCLOSURE
RELATING TO AMOUNT TO BE FINANCED
IN A MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT**

Name of Buyer(s) MARINA CZECHOWSKI VERONIQUE CZECHOWSKI	Date 03/24/17
Trade-In or Cancellation of Lease Dealership allowance for trade-in: \$ <u>1280.00</u> Amount owed on trade-in or lease as of _____ (date): \$ <u>N/A</u> EQUITY <input checked="" type="checkbox"/> POSITIVE <input type="checkbox"/> NEGATIVE** **If the EQUITY is NEGATIVE, the amount the Dealer is offering you in trade for your vehicle is less than what is currently owed on your vehicle. You MAY be financing an amount in this transaction that exceeds the CASH PRICE of your new vehicle.	\$ 1280.00

**THIS DISCLOSURE MUST BE PROVIDED WITH EVERY
MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT**

CASH PRICE of vehicle (rebates, if any, have been deducted in determining the cash price.)	\$ 19424.00
AMOUNT FINANCED on motor vehicle retail installment contract	\$ 20304.54
The AMOUNT FINANCED on the motor vehicle retail installment contract as a percentage of the CASH PRICE of the vehicle	105.16 %
Buyer: <u>[Signature]</u>	Date: <u>03/24/17</u>
Co-Buyer: <u>[Signature]</u>	Date: <u>03/24/17</u>
Name of Dealership Street Address FAITH'S FORD LLC City, State, Zip 1147 PUTNEY RD Telephone No. BRATTLEBORO, VT 05301-0052 8022387400	

White Copy - Retail Contract

Yellow Copy - Customer Copy

Pink Copy - Dealer Copy

GUARANTEED ASSET PROTECTION (GAP) ADDENDUM

ADDENDUM NO.

INFORMATION PAGE

DEAL# 591

77-1F 0028600

DEALER/CREDITOR NAME FAITH'S FORD LLC		ADDRESS 1147 PUTNEY RD BRATTLEBORO, VT		CITY, STATE	ZIP
DEALER/CREDITOR NO.	FINANCING AGREEMENT DATE 03/24/2017 (GAP EFFECTIVE DATE)	DATE VEHICLE PURCHASED/LEASED 03/24/2017	CUSTOMER/BORROWER PHONE NUMBER		
LAST NAME OF CUSTOMER/BORROWER CZECIHOWSKI		FIRST NAME MARINA	MIDDLE INITIAL		
STREET ADDRESS		CITY	STATE	ZIP	
VEHICLE IDENTIFICATION NUMBER (17 CHARACTERS) 1FADP3F23G1392831		YEAR 2016	MAKE FORD	MODEL F350	
FINANCIAL INSTITUTION/LENDER FORD MOTOR CREDIT COMPANY		ADDRESS PO BOX 103704 ATLANTA, GA 30368-7044		CITY, STATE	ZIP
PHONE NUMBER ()	TERM (MONTHS) 72 (CANNOT EXCEED 84 MONTHS)	AMOUNT FINANCED OR LEASED 27504.04 (CANNOT EXCEED \$100,000)	<input type="checkbox"/> LOAN / RETAIL INSTALLMENT <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> BALLOON		APR
	DOWN PAYMENT 7482.00	MSRP/NAADA 23725.00	GAP ADDENDUM PURCHASE PRICE 795.00		23425.00
VEHICLE TYPE <input type="checkbox"/> AUTO - PP <input type="checkbox"/> MOTORCYCLE		<input checked="" type="checkbox"/> NEW <input type="checkbox"/> PREOWNED		ODOMETER READING	
CUSTOMER/BORROWER EMAIL ADDRESS:					

Email address is optional; if provided, we may send You information about Your GAP Addendum or about promotions from us or our affiliated companies.

This GAP Addendum amends the Financing Agreement and is not effective for a single payment loan or lease, if the Amount Financed or Leased exceeds \$100,000, if the Term exceeds 84 months, or if the Vehicle has a Branded Title. This GAP Addendum is only available if the Vehicle is a four wheeled private passenger car, van, pickup or light truck with a gross vehicle weight rating (GVWR) of 12,500 lbs. or less, or a 3 wheel cycle, cruiser or touring type motorcycle listed in the National Automotive Dealer Association (NADA) Motorcycle Appraisal Guide.

No GAP Benefit will be provided for that portion of the net payoff that results from the Amount Financed or Leased exceeding 150% Loan-To-Value. If at the time a GAP Benefit is requested it is determined that the Loan-To-Value exceeded 150% on the GAP Effective Date, the GAP Benefit will be adjusted by subtracting the amount by which the Loan-To-Value exceeded 150%.

This GAP Addendum is not automobile insurance and does not satisfy financial responsibility laws. The GAP Benefit might not cancel the entire amount owing at the time of loss. Any refund of the GAP Addendum Purchase Price that was included in the purchase and financing of the Vehicle may be applied by the Dealer/Creditor as a reduction of the overall amount owed under the Financing Agreement. If You or the assigned Financial Institution/Lender do not receive Your refund, please call 1-800-445-2992.

PURCHASE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED AS NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, OR THE TERMS OF THE VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF GAP.

This GAP Addendum will cost You the amount shown as the GAP Addendum Purchase Price above for the Term shown above. You may obtain GAP from alternate sources.

Your signature acknowledges that You request this GAP Addendum and have read and understand the foregoing, the terms and conditions of this GAP Addendum, including any exclusions and restrictions, and any attachments.

DEALER/CREDITOR: FAITH'S FORD LLC
Dealership Name

CUSTOMER/BORROWER: MARINA CZECIHOWSKI
Signature

Signature
Date
Program Administrator:
Western Diversified Services, Inc.
1-800-445-2992
P.O. Box 770, Deerfield, IL 60015

CO-CUSTOMER/BORROWER: VERONICA CZECIHOWSKI
Signature

GAP-ADDM2429-NCF-NON TUC (11/14)

ORIGINAL/GREEN - ADMINISTRATOR

REIF - (FINDER/DEALER)

VEHICLE PURCHASE PRICE

040717 Bahner (ID 140614)

From: ago.cap@vermont.gov
Sent: Thursday, April 06, 2017 6:58 PM
To: AGO - CAP
Subject: CAP Complaint Confirmation

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

Your First Name

April

Your Last Name

Bahner

Confirmation Number

WB17-00313

Your E-Mail Address

|

Your Daytime Phone

|

Daytime Phone Type

Mobile

Your Age

34

I am a...

Vulnerable Adult

What is the name of your business?

Your Mailing Address

|

Your City

|

Your State

Your Zip Code

Your Alternate Phone

Alternate Phone Type

Is your complaint about:

Business Name or Person's First Name

Formula Nissan----- "Rick"

Person's Last Name

Business Phone (1)

Phone (1) Type

Business Phone (2)

Phone (2) Type

Business E-Mail Address

Business Address

1504 US route 302

Business City

Berlin

Business State

VT

Business Zip Code

05641

Business Website/URL

Is your complaint about a vehicle you purchased?

Page 1

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

On April 4, 2017, I received a scratch off flyer in the mail from Formula Nissan. My son

pulled the tabs and scratched the middle thing to match the numbers. Ore numbers matched, so he wanted me to call to see what we won,I did, they said they couldn't tell us

over the phone, and to go to Formula Nissan to claim our prize.

On April 5, 2017, the day after, my mother and I went together to see what we won.

They

did their thing and said we won a \$5.00 walmart gift card, (the add says \$5.00 cash).

Then as we sat there talking they were trying to sell us a vehicle. I told them "NO", I can

not afford a new vehicle at this time. They took down all of our information. They started

talking to my mother, then "Rick" had "nick" pull around a 2013 Ford Escape, and told

me to go for a ride. I told him, "no way I don't want it!". My mother went for a ride with

"Nick", she did like the vehicle, and she told them to let her sleep on it and she would let

them know the next day. Well "Rick"wasn't happy with that I guess, he just wanted us to

sign this and sign that. I told him NO SEVERAL times that I couldn't do it and I didn't

want to. we got to this dealership around 8:30am and didn't leave until around 4:00pm,

this guy, (Rick) was just all up on us. I kept telling him we had to leave and my dog was

in the car and I had a screaming 11 month old baby with me that was getting hungry and

needed changing, he didn't care, twice the baby was offered popcorn! I said no he's too

little. Then again they offered it when I said I need to leave to feed the baby and my dog

and I didn't want this vehicle.

I told him I have other bills I am trying to payoff, he told me he would take care of it. I

told him I can't have two vehicles at my house with only one driver in my house, he told

me he was going to pay for my daughter to take private driving school. I told him again I can't have 2 vehicle at my house, he called my landlord!!! And I guess she said "ok"

them.

They put all the paper work and vehicle with my moms name first and my name as co-signer. They didn't give us any time at all to read anything. I could not concentrate on

what was going on with my baby screaming and carrying on, my mom signed and had me sign. Later when I FINALLY got home from there, and the baby was finally fed and what

not and then put in bed, I FINALLY was able to read what was going on.

I then realized what had happened. I started looking at laws to see what I can do to

reverse the situation that took place. I looked it up and found in Vermont statue Universal

citation 9 V.S.A. Sec. 2454, and inlegally have three days.

I went back down on April 6 2017 to talk to the owner or a higher manager. 'Rick' came

outside to meet us. I told him that I needed to talk to the owner or the manager over

everyone, he informed me that the manager over everyone was him. So, even though I didn't want to talk to him because of the day before, I sat down with him, with my mother, father, and step mother and told him this can't happen. I also reminded him about

all the times I told him no, I couldn't do this or I needed to really think about it, he only

shook his head and didn't say anything. He had something to say for everything I had to

say. He also mentioned that when it comes to his money he is very greedy and will do

anything to protect it. I told him that I'm am not even going to have an income in three

years so I definitely wont be able to pay and he shrugged his shoulders and said "so". He

kept telling me "I'm begging you to refinance it in six months". I more and more to;d him

I don't want it! I asked one more time, knowing why I read, "are you sure there no other

way to fix this?".he said "no".

I left.

Later on I went to my counseling appointment and told her what was happening. My mother and I both are involved with Washington county mental health. My mother is on

disability because of some of her issues, and I am in the process. My Counsler made a

report to "adult protection services", because they took advantage of my mother, I also

told her I was going to the attorney generals office to see what, if anything, I can do. The

guard told me I and to call consumer report/complaints. So that is what I did. I spoke to

"Addie". She told me to fill out a report because it sounded like I had a good complaint,

and they could probably help me.

I told Addie that I didn't want to even deal with anyone at the dealership, especially

"Rick", he kind of intimidates me and he bullied us into something that was not wanted.

He also used bribes to get what he wanted, a car sale.

Amount of loss:

\$27081.36

How would you like this matter to be resolved?

040717 Bahner (ID 140614)

We would like this contract cancelled with no defaults.

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)

Please list the dates, amounts, transaction reference numbers and locations for each wire

transfer you sent by western Union as a result of a scam.

Incident Date

4/5/2017 12:00:00 AM

Attachment

041117 Bahner (ID 140613)

From: [REDACTED]
Sent: Monday, April 10, 2017 6:48 PM
To: Consumer
Cc: Hayshapri@aim.com
Subject: Complaint Response Form

Below is the result of your feedback form. It was submitted by
[REDACTED] on Monday, April 10, 2017 at 18:48:29

email: [REDACTED]

Complaint Number: NA

Responder: Business

Status: Resolved

Name: Formula Nissan, owner, Jack and son Nick

Business Name: Formula Nissan

Contact: Formula Nissan 1504 US 302 barre vt, 802-479-2277

Update: On Saturday April 8, 2017, Nick from formula Nissan showed up at my house to drop off the said vehicle. I went outside and talked to him, he then called his father, the owner of the car dealership, Jack. Jack told Nick to get my paperwork and he would take care of it all and reverse everything and that he was very sorry for how Rick did his business, Rick isnt even part of the business, he was only there for a week and that's not how they work their family business. So I gave my paper work to Nick to take to his father. Just a little bit later Nick called and said everything was taken care of. So I called him back and told him that I had him on speaker phone and that my father and step mother were here and I just wanted him to repeat what he had told me so I had witnesses to the phone call confirmation. Nick treated me well, and he and his father them selfs were pretty upset on Rick tactics. Nick did agree with me that the things that I said happened were true. Also, Nick told me that his father said that Rick should've did what I asked, because I never took possession of the vehicle so he should've just reversed the paperwork and took our names off.

REMOTE_ADDR: 71.11.21.215
HTTP_USER_AGENT: Mozilla/5.0 (iPad; CPU OS 9_3_4 like Mac OS X) AppleWebKit/601.1.46 (KHTML, like Gecko) version/9.0 Mobile/13G35 Safari/601.1

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, April 12, 2017 1:45 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Hannah
Your Last Name	White
Confirmation Number	WB17-00338
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	23
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Formula Ford and Lincoln Rutland
Business Phone (1)	8027739168
Phone (1)	Office

Type	
Business Address	4318 middle road
Business City	Rutland
Business State	VT
Business Zip Code	05701
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2016
What is the make and model of your vehicle?	Ford Edge
Is the vehicle new or used?	New
Where did the vehicle receive its last state inspection?	Formula does
When was the vehicle purchased?	Jan 27th 2017
What was the purchase price?	37,000
Vehicle mileage at time of purchase:	0
Current mileage on the vehicle:	2,000
Which of the following apply to the vehicle?	Manufacturer's original warranty
Description	I bought my car Jan 27th 2017 a few months later I received a call saying that they gave me

	<p>the wrong vehicle and wanted me to drive all the way to New York to pick up the other one. After waiting 4 days and not hearing anything back I called the dealership to find out what was going on (they should have contacted me not the other way around) finally I was contacted by a manager who came to my house and had me sign more papers and switched the VINS around so I could keep the car I was currently in. Now months late I called the DMV to find out why I haven't received my registration sticker, come to find out the dealership never contacted the DMV to let them know that they gave me the wrong car, so the DMV sent me a license plate and come to find out because the dealership never contacted them the plate is registered to another vehicle and I shouldn't be driving it!!!</p>
How would you like this matter to be resolved?	<p>I would just like people to know what is going on here. I've had enough.</p>
Incident Date	<p>4/12/2017 12:00:00 AM</p>

White, Hannah (Formula Ford and Lincoln, Inc.) 2017-02865 (ID 139102)
From: AGO - CAP
Sent: Thursday, April 20, 2017 11:51 AM
To:
Cc: 'vtautocap@aol.com'
Subject: White, Hannah (Formula Ford and Lincoln, Inc.) 2017-02865
Attachments: 041317 white.htm

4/20/2017

Hannah white

Re: 2017-02865
Dear Hannah white:

By copy of this letter, I am forwarding your complaint to the Vermont Auto Dealer Association. 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, 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

At this time, please direct any further inquiries about this matter to that office.

Additionally, you may report your concerns regarding the registration of the vehicle to the Vermont Department of Motor Vehicles Enforcement Division by calling 802-828-2067.

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

Thanks,

Kaitlin Geran
Consumer Advisor

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

Phone: (800) 649-2424 (802) 656-3183
Website: www.uvm.edu/consumer

White, Hannah (Formula Ford and Lincoln, Inc.) 2017-02865 (ID 139102)
Email: ago.cap@vermont.gov

Cc: VADA

Hobson, Ted

From: Ian Carleton <
Sent: Thursday, January 25, 2018 10:20 AM
To: Hobson, Ted; Kevin Lumpkin; Peter Dysart
Cc: Hereth, Megan
Subject: RE: Attached correspondence on designated ads

Ted,

In response to your letter sent earlier this morning, thank you for your designations. As for your continued insistence that the final ads issue remains "in question," Defendants have provided clear answer to all of your questions to the extent possible. You continue to allege that our responses are deficient, but as in the past you have failed to provide any actual reasoning or evidence to support that allegation. If you were to provide reasoning or evidence, we would be happy to consider it. But you haven't. Indeed, you do not even mention the additional information we provided in our Ninth Supplemental Responses, much less engage with that information. As a result, there is really no way to for us to respond other than to say we do not understand the basis of your objection.

See you at 8:30 tomorrow.

Ian P. Carleton
SHEEHEY FURLONG & BEHM P.C.

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From: Hobson, Ted [mailto:Ted.Hobson@vermont.gov]
Sent: Thursday, January 25, 2018 9:32 AM
To: Ian Carleton; Kevin Lumpkin; Peter Dysart
Cc: Hereth, Megan
Subject: Attached correspondence on designated ads

Please see attached letter on designated ads.

Ted Hobson, Assistant AG, Director, Consumer Assistance Program
(802) 863-2000 (cell)
ted.hobson@vermont.gov
consumer.vermont.gov
Morrill Hall, University of Vermont
146 University Place
Burlington, VT 05405

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Autocap Case Record

Case #
018-17

Date Received
04/20/2017

Closed Date
4 /27/2017

Consumer-FIRSTN
Hannah

Consumer-LASTNAM
White

Date Acknowledged
4 /27/2017

Consumer Respons

Complaint Type
Sales

Purchase Date
1 /27/2017

Year/Make Model
2016 Ford Edge

Mileage
0

Price Sold
\$37,000

As Is
☐

Member Name

Formula Ford Lincoln, Inc.

Member Contact

Mike Lewis

Member Response Due

4 /30/2017

Resolution Process
Staff

Panel
☐

Referred to

Resolution
Dealer

Case Notes

4/26 - Rec'd dealer response

4/27 - Fowarded to consumer and closed

Notes (Summary)

Consumer states that a few months after purchasing the car she was told the dealership gave her the wrong car and that she needed to go to NY to get the correct vehicle. Dealership went to her house to sign new paperwork with correct VINs so that she could keep the current vehicle. Just wanted to file complaint. Dealer responded with sequence of events to resolve issue.

FormulaFord



LINCOLN

RUTLAND • VERMONT

May 4, 2017

To: Vermont Auto Cap

Attn: Kim Gauthier

RE: Hannah White CAP Complaint

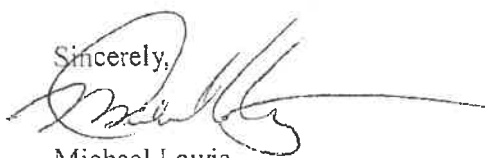
To whom it may concern,

This letter is in further response to an inquiry Formula Ford Lincoln received from the Attorney General Vermont Auto Cap regarding Ms. Hannah White. We responded to the inquiry on April 21, 2017. We are following up in regards to the registration. We were waiting on the DMV and their process for the registration.

Formula Ford Lincoln spoke with the Department of Motor Vehicles on Tuesday, May 2, 2017 and confirmed that the registration was processed. Ms. White should be receiving her updated and correct registration and new plates. We have called Ms. White twice and left messages to let her know that she should be receiving everything soon.

Again we at Formula Ford Lincoln would like to apologize for any perceived miscommunication. Please let us know if there is any way we can assist further.

Sincerely,



Michael Lewis
General Manager

4/27/2017

Fwd: Hannah White

From: Kim Gauthier <vtautocap@aol.com>

To:

Subject: Fwd: Hannah White

Date: Thu, Apr 27, 2017 4:26 pm

Attachments: Hannah White.pdf (17368K)

Dear Ms. White,

AUTOCAP is in receipt of your complaint against Formula Ford Lincoln regarding your recent purchase. We have also received the attached letter from Michael Lewis, GM with Formula Ford Lincoln explaining the sequence of events. It appears the complaint has been resolved therefore we will be closing your case. A complete copy of the complaint and the dealers response will be sent to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

From: kat.andrews@formulafordrutland.com [mailto:kat.andrews@formulafordrutland.com]

Sent: Wednesday, April 26, 2017 3:38 PM

To: Kim Gauthier <kgauthier@vermontada.org>

Subject: Hannah White

Good afternoon Kim,

Attached is our response to the complaint made by Hannah White. If you have any questions or need any additional documentation please contact Dorothy Hesse or Mike Lewis at our main number 802-773-9168.

Thank you,

Kathryn Andrews
Office Administrator
Formula Ford Lincoln
Phone: 802-773-9168
Fax: 802-773-6767
formulafordrutland.com

FormulaFord



LINCOLN

RUTLAND • VERMONT

April 21, 2017

To: Vermont Auto Cap
Attn: Kim Gauthier

RE: Hannah White CAP Complaint

To whom it may concern,

This letter is in response to an inquiry Formula Ford Lincoln received from The Attorney General Vermont Auto Cap regarding Hannah White. From the correspondence we received it appears that Hannah White feels there was lack of communication from the Formula Ford Lincoln regarding a VIN issue. After investigating this matter further Formula Ford Lincoln has found that there has been consistent and prompt communication multiple times with Hannah White. Hannah White and Benjamin Williams purchased a 2016 Ford Edge on January 29, 2017. The vehicle they purchased was transferred in from Autosaver Ford. We processed Ms. White's deal and everything was completed on 01/29/2017. On February 21st we were contacted by Autosaver Ford letting us know that the vehicle they gave us for Ms. White was the wrong vehicle. Our Finance Manager; Robert Rohrig was notified by Ford Motor Company it was our responsibility to fix the error. We then called the Financial Institution Heritage Family Credit Union to explain the situation and find out what we had to fix the contract. We were informed by Heritage Family Credit Union that in order to rectify the error we need to re-contract with the correct VIN and we needed the DMV paperwork corrected as well. Robert then called the customer on February 24 and February 27 where he left messages informing Ms. White of the error and asking her to come in and resign paperwork. Hannah called back and they set up a time for them to sign the correct documentation. March 3rd Robert went to Ms. White's home and had her sign the correct documents. We have provided a copy of the correct contract for review.

Dorothy Hesse; Sales Assistant/Title Clerk contacted the DMV on March 5th to tell them we would be mailing in the corrected registration and verified she had everything filled out properly. The DMV then explained that we needed a VIN verification performed by the Vermont State Police for the registration to be corrected. Formula Ford Lincoln was not told this the first time we talked with the DMV. We then proceeded to call Ms White and left messages informing of the need for a VIN verification and received no response from Ms. White for some time. She called us the beginning of April with questions regarding her registration. At this time we explained that the DMV requested a Vin verification before transferring the registration to her new corrected vehicle. She told Robert that she maybe coming in to service her vehicle. He waited to see if Ms. White made an appointment with our service department to set up the Vin verification at the same time for the customer convenience. When he received no contact from Ms. White. Robert then called the police to find out their Vin verification process.

Robert talked with Hannah on April 10 to make sure she could be here on April 12th. For the VIN verification appointment. Robert then called the Police and they told him to call an hour before she was

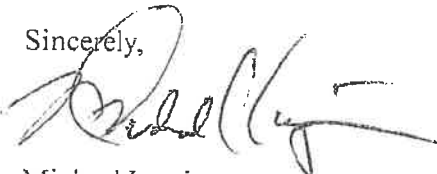
(802) 773-9168 • P.O. BOX 815 • 4318 MIDDLE ROAD • RUTLAND, VT 05702

WWW.FORDVT.COM

to be at the dealership. The VIN verification paperwork was signed by the officer and the DMV paperwork was mailed in on April 13, 2017. As of today April 26, 2017 the Vermont DMV acknowledge receiving the paperwork and are processing the corrected registration. Once the paperwork is completed we at Formula Ford Lincoln will contact Ms. White and you AGO CAP.

We at Formula Ford Lincoln feel that we have gone above and beyond rectifying this issue. We have maintained constant communication and transparency with Ms. White regarding this matter. Formula Ford Lincoln would like to apologize for any perceived miscommunication. Please let us know if there is any way we can assist further.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Lewis", with a stylized flourish at the end.

Michael Lewis
General Manager

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, April 12, 2017 1:45 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Hannah
Your Last Name	White
Confirmation Number	WB17-00338
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	23
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Formula Ford and Lincoln Rutland
Business Phone (1)	8027739168
Phone (1) Type	Office
Business Address	4318 middle road
Business City	Rutland
Business State	VT

Business Zip Code	05701
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2016
What is the make and model of your vehicle?	Ford Edge
Is the vehicle new or used?	New
Where did the vehicle receive its last state inspection?	Formula does
When was the vehicle purchased?	Jan 27th 2017
What was the purchase price?	37,000
Vehicle mileage at time of purchase:	0
Current mileage on the vehicle:	2,000
Which of the following apply to the vehicle?	Manufacturer's original warranty
Description	I bought my car Jan 27th 2017 a few months later I received a call saying that they gave me the wrong vehicle and wanted me to drive all the way to New York to pick up the other one. After waiting 4 days and not hearing anything back I called the dealership to find out what was going on (they should have contacted me not the other way around) finally I was contacted by a manager who came to my house and had me sign more papers and switched the VINS around so I could keep the car I was currently in. Now months later I called the DMV to find out why I haven't received my registration sticker, come to find out the dealership never contacted the DMV to let them know that they gave me the wrong car, so the DMV sent me a license plate and come to find out because the dealership never contacted them the plate is registered to another vehicle and I shouldn't be driving it!!!
How would you like this matter to be resolved?	I would just like people to know what is going on here. I've had enough.
Incident Date	4/12/2017 12:00:00 AM

[Print](#) | [Close Window](#)

Subject: Benjamin Williams
From: "Matthews, Audrey (A.J.)" <amatthe4@ford.com>
Date: Thu, Feb 23, 2017 2:21 pm
To: "Rohrig Robert - Formula Ford Lincoln (robert.rohrig@formulafordrutland.com)" <robert.rohrig@formulafordrutland.com>
Cc: "Matthews, Audrey (A.J.)" <amatthe4@ford.com>
Attach: Picture (Device Independent Bitmap) 1.jpg
Williams 1.pdf
Williams 2.pdf

Rob,

Please take a look at the attachments. Autosaver claims you reported the incorrect vehicle sold to this customer. Can you please call the customer to verify the vin on the vehicle. I am attaching the invoices. The one you sold him and the one you think you sold him. You need to reverse the sale and report the correct one sold asap please.

Audrey J Matthews
Ford Motor Credit
Business Development Manager – New York Region



It's Just What We Do!

Cell (518)461-7873

Fax (866)225-4767

Confidentiality Note: This electronic message contains information which may be confidential, legally privileged or otherwise protected from disclosure. This information is intended for the use of the addressee only. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution or any other use of, or action in reliance on the contents of this electronic message is strictly prohibited. If you have received this communication in error, please send the message back electronically, notify the sender by telephone at the number shown above, and destroy the original message.

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Benjamin Williams is driving this one!

VIN 2FNUH40C10A111111

2015 MODEL YEAR	20694.00	29821.00
01 SHALOW BLAKE		
02 SHORT CLOTH SEATS		
INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 100A		
OPTIONAL EQUIPMENT/OTHER		
152 18" PRINTED ALUMINUM WHEELS		
399 2.0L I4 ECOBOOST ENGINE	NC	NC
446 6-SPEED SELECTSHIFT TRANS	NC	NC
144/40R18 A/S TIRE		
150 ALL-WEATHER FLOOR MATS	10.00	71.00
422 CALIFORNIA/GREEN STAIRS MATS	NC	NC
453 FRONT LICENSE PLATE BRACKET	NC	NC
TOTAL OPTIONS/OTHER	72.00	71.00
TOTAL VEHICLE & OPTIONS/OTHER	20770.00	29892.00
DESTINATION & DELIVERY	895.00	895.00
TOTAL BEFORE DISCOUNTS	21665.00	30787.00
ADDITIONAL ADDED DISCOUNTS		
AND DISCOUNT	500.00	475.00
TOTAL SAVINGS	500.00	475.00
TOTAL PER VEHICLE	21165.00	
FUEL CHARGE		25.00
TOTAL	21190.00	30812.00

*Formal
Sold
this
one!*

*Benjamin Williams
is driving
this one!*

*Repeat this
sell*

*Benjamin Williams is not
driving this vehicle!*

DEALER 13V 499

VIN 2FMPK4098GBC39198

RICH BDER AND-82

2014 MODEL YEAR

01 SHADOW BLACK

05 BROWN CLOTH SEATS

INCLUDED ON THIS VEHICLE
EQUIPMENT GROUP 100A

OPTIONAL EQUIPMENT/OTHER
-82

.18" PAINTED ALUMINUM WHEELS

975 2.0L 14 HORSEPOWER ENGINE

446 6-SPEED SELECTSHIFT TRANS

.245/60R18 A/S TIRES

164 ALL-WEATHER FLOOR MATS

472 CALIFORNIA/GREEN STATED SMILEY

153 FRONT LICENSE PLATE BRACKET

TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

TOTAL BEFORE DISCOUNTS

SPECIAL ADDED DISCOUNTS

AND DISCOUNT

TOTAL SAVINGS

TOTAL FOR VEHICLE

FUEL CHARGE

SHIPPING WEIGHT 3952 LBS.

TOTAL

*Reported
this one
sold.
Customer
not driving
Must be
Annual
Ins.
Sale
please!*

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

2025

Dealer Number

Contract Number

Buyer Name and Address (Including County and Zip Code) BENJAMIN WITTE	Co-Buyer Name and Address (Including County and Zip Code) HANNAH WITTE	Seller-Creditor (Name and Address) FORMULA FORD LINCOLN OF RUTLAND 423 S MAIN ST RUTLAND, VT 05701
--	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2016	FORD EDGE	2FNPX4G93ARC36235	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$1974.00
4.90 %	\$ 5921.28	\$ 3106.60	\$ 37826.88	\$ 39800.88

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

Home Office Address

Type of Insurance Term

Premium \$

Insurance Company Name

Home Office Address

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
84	450.32	Monthly beginning 04/17/2017
N/A	N/A	N/A

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 10 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price	\$ 31460.00 (1)
2 Total Downpayment =	
Trade-In (Year) (Make) (Model)	N/A N/A N/A
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made By Seller	\$ N/A
Equals Net Trade In	\$ -2025.00
+ Cash	\$ N/A
+ Other CONSUMER REBATE	\$ 4000.00
(If total downpayment is negative, enter "0" and see 4) below)	\$ 1974.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 29586.00 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	
Life \$	
Disability \$	
B Vendor's Single Interest Insurance	
Paid to Insurance Company	\$

to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
F Government Taxes Not Included in Cash Price					
to	STATE DUTY	for	STATE SALES TAX	\$	1641.00
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
G Government License and/or Registration Fees					
				\$	92.00
				\$	46.00
H Government Certificate of Title Fees					
I Other Charges (Seller must identify who is paid and describe purpose)					
to	R/A	for	Prior Credit or Lease Balance	\$	R/A
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
to	R/A	for	R/A	\$	R/A
Total Other Charges and Amounts Paid to Others on Your Behalf				\$	2519.60
5 Amount Financed (3 + 4)				\$	31905.60

I want the insurance checked above.

☒ R/A N/A
 Buyer Signature Date
☒ R/A N/A
 Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A 12 Mos.
 Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X Co-Buyer Signs X

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

Buyer Signs X Date 03/09/2017 Co-Buyer Signs X Date 03/09/2017

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X
 Seller signs Date 03/09/2017 Address By X Title

Seller assigns its interest in this contract to HERITAGE FAMILY CREDIT UNION (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller By Title

31308

Dealer Number

Contract Number

Buyer Name and Address
(Including County and Zip Code)

BENJAMIN WILLIAMS

Co-Buyer Name and Address
(Including County and Zip Code)

HARRAN WHITE

Seller-Creditor (Name and Address)

FORMULA FORD LINCOLN OF RUTLAND

420 S MAIN ST
RUTLAND, VT

05701

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2016	FORD EDGE	2FMPK469D6BC39398	<input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> other

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
4.90 %	\$ 4921.26	\$ 21805.60	\$ 37822.88	\$ 1974.00 is \$ 39800.88

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
84	450.32	Monthly beginning 10/1/2017
N/A	N/A	N/A

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 10 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

- 1 Cash Price \$ 31360.00 (1)
- 2 Total Downpayment =
- | | | | | | |
|--|-----|--------|-----|---------|--------------|
| Trade-In (Year) | N/A | (Make) | N/A | (Model) | N/A |
| Gross Trade-In Allowance | \$ | | | | N/A |
| Less Pay Off Made By Seller | \$ | | | | 2026.00 |
| Equals Net Trade In | \$ | | | | -2026.00 |
| + Cash | \$ | | | | N/A |
| + Other CONSUMER REBATE | \$ | | | | 4000.00 |
| (If total downpayment is negative, enter "0" and see 41 below) | \$ | | | | 1974.00 (2) |
| | \$ | | | | 29380.00 (3) |
- 3 Unpaid Balance of Cash Price (1 minus 2)
- 4 Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts):
- A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.
- | | | |
|------------|----|-----|
| Life | \$ | N/A |
| Disability | \$ | N/A |
- B Vendor's Single Interest Insurance
- | | | |
|---------------------------|----|-----|
| Paid to Insurance Company | \$ | N/A |
|---------------------------|----|-----|
- C Other Optional Insurance Paid to Insurance Company or Companies
- | | | |
|--|----|-----|
| | \$ | N/A |
|--|----|-----|

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

- ☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

- ☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

- ☐ N/A N/A
Type of Insurance Term

Premium \$

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A

F Government Taxes Not Included in Cash Price

to	STATE REG	for	STATE SALES TAX	\$	1441.00
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A

G Government License and/or Registration Fees

LIC/REG FEES \$ 85.00

H Government Certificate of Title Fees \$ 20.00

I Other Charges (Seller must identify who is paid and describe purpose)

to	N/A	for	Prior Credit or Lease Balance	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 2519.00 (4)

5 Amount Financed (3 + 4) \$ 21005.00 (5)

unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A N/A
 Buyer Signature Date

X N/A N/A
 Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

OPTIONAL GAP CONTRACT: A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos.
N/A
 Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____ Co-Buyer Signs X _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X _____ Date _____ Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. A co-buyer who is not the owner of the vehicle does not have to pay the debt. The other owner agrees to the terms of this contract and agrees to pay the debt.

Other owner signs here **X** _____

Seller signs _____

Seller assigns its interest in this contract to _____

☐ Assigned with recourse ☐ Assigned without recourse

SELLER'S SIGNATURE _____

Seller _____ By _____ Title _____

Section 1: To Be Completed By The Applicant


Current Owner's Name Benjamin Williams Hannah White				
Mailing Address			Daytime Phone (include area code)	
City, State & Zip Code			Evening Phone (include area code)	
Email Address				
Make Ford	Model Edge	Year (YYYY) 2016	Body/Hull Type (boats)	Vessel Length (boats) Ft. In.
Current Registration Number (if applicable):		Title Number (if applicable):		
Is this a Salvage Vehicle, Vessel, ATV or Snowmobile Yes No		Meter Reading, Actual numeric reading as shown on odometer (no tenths) 1719.3 Miles Kilometers Hours		

Section 2: To Be Completed By Authorized Personnel Only

I have examined the motor vehicle or ATV described below and certify that the identification number is as stated and shows no sign of alteration.
Motor Vehicle/ATV Identification (Serial) Number. NOTE: The serial number must be entered in the space below by the verifying official.

2FMPK4G93GBC16238			
Registered In The State Of Vermont	Date (MM/DD/YYYY) 04/13/2017	At Town or City Brandon	State Vermont

I attest I have been certified to visually verify Vehicle Identification Numbers. I certify that the statements herein are true. This declaration is made under penalties of 23 VSA §202 and §203.

Authorized Signature 	Phone Number (Include Area Code) 802-558-3165
Organization Rutland Town Police Dept.	Badge/ID # or Rater # M1452 Validated* <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No NCIC <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Meter Reading (Actual numeric reading as shown on odometer, no tenths) 1719.3 <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers <input type="checkbox"/> Hours	*Using Polk VinTelligence™, NADA or similar VIN validation system. Verification is void if altered or tampered with in any manner.

Visual verification of the vehicle identification number (VIN) of your vehicle is required if the vehicle will be titled and: was last registered/titled in another state, or the vehicle is a motorcycle with an engine size of 300 cc's or more and last registered in another state, or is a non-titleable motorcycle with an engine size of 500 or more cc's unless proof of a previous VT registration is submitted, or has a Salvage Title, or is registered under bond, or is imported from Canada without a Certificate of Origin or a new vehicle information statement, or the title documentation is from another country, or has a U.S. Government Certificate of Release of Motor Vehicle document or title will be an "Exempt Vehicle Title" (vehicles older than 25 years).

From: Kim Gauthier <vtautocap@aol.com>

To: sabavt <sabavt@gmail.com>; mike.lewis <mike.lewis@formulafordrutland.com>

Subject: Fwd: White, Hannah (Formula Ford and Lincoln, Inc.) 2017-02865

Date: Thu, Apr 20, 2017 12:41 pm

Attachments: 041317 White.htm (59K)

Dear Mike & Mark,

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: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, April 12, 2017 1:45 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Hannah
Your Last Name	White
Confirmation Number	WB17-00338
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	23
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Formula Ford and Lincoln Rutland
Business Phone (1)	8027739168
Phone (1) Type	Office

Business Address	4318 middle road
Business City	Rutland
Business State	VT
Business Zip Code	05701
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2016
What is the make and model of your vehicle?	Ford Edge
Is the vehicle new or used?	New
Where did the vehicle receive its last state inspection?	Formula does
When was the vehicle purchased?	Jan 27th 2017
What was the purchase price?	37.000
Vehicle mileage at time of purchase:	0
Current mileage on the vehicle:	2,000
Which of the following apply to the vehicle?	Manufacturer's original warranty
Description	I bought my car Jan 27th 2017 a few months later I received a call saying that they gave me the wrong vehicle and wanted me to drive all the way to New York to pick up the other one. After waiting 4 days and not hearing anything back I called the dealership to find out what

	was going on (they should have contacted me not the other way around) finally I was contacted by a manager who came to my house and had me sign more papers and switched the VINS around so I could keep the car I was currently in. Now months later I called the DMV to find out why I haven't received my registration sticker, come to find out the dealership never contacted the DMV to let them know that they gave me the wrong car, so the DMV sent me a license plate and come to find out because the dealership never contacted them the plate is registered to another vehicle and I shouldn't be driving it!!!
How would you like this matter to be resolved?	I would just like people to know what is going on here. I've had enough.
Incident Date	4/12/2017 12:00:00 AM