

# Autocap Case Record

Case #

011-17

Date Received

03/10/2017

Closed Date

4 /21/2017

Consumer-FIRSTN

Marilla

Consumer-LASTNAM

Whitcomb

Date Acknowledged

3 /24/2017

Consumer Respons

4 /7 /2017

Complaint Type

Service

Purchase Date

4 /11/2015

Year/Make Model

2014 Ford F150

Mileage

136

Price Sold

\$44,955

As Is

☐

Member Name

Heritage Motors, Inc. dba Heritage  
Ford

Member Contact

Nora Krom

Member Response Due

3 /27/2017

Resolution Process

Staff

Panel

☐

Referred to

Resolution

Compromise

## Case Notes

3/20 - Rec'd dealer response  
3/24 - Forwarded to consumer  
3/24 - Rec'd consumers response & forwarded to dealer  
3/27 - Rec'd dealer clarification response  
3/28 - Forwarded to consumer  
4/3 - Consumer updated complaint by having vehicle brought to dealership for repairs  
4/20 - Sent follow-up to consumer looking for update  
4/21 - Consumer confirmed vehicle had been fixed

## Notes (Summary)

Consumer states that after bringing vehicle in multiple times and not getting the problem fixed and being told she needed to pay for needed repairs she believes was covered under warranty. Dealership fixed vehicle under warranty.

**From:** Millie Whitcomb  
**To:** Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
**Subject:** Re: VT AGO Complaint #2017-01848  
**Date:** Fri, Apr 21, 2017 10:19 am

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Hi,  
It has, I believe at this point I am all set. Thanks so much for all your help.

-Marilla

On Thu, Apr 20, 2017 at 1:06 PM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

Good Afternoon Ms. Whitcomb,

Has your vehicle been fixed by Heritage?

Thanks,  
Kim Gauthier  
AUTOCAP Coordinator

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

**From:** Millie Whitcomb <[millie@marilla.com](mailto:millie@marilla.com)>  
**To:** Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
**Sent:** Mon, Apr 3, 2017 10:19 am  
**Subject:** Re: VT AGO Complaint #2017-01848

I have brought my truck to Heritage this morning to have work completed and the vehicle checked for other issues. We will see how it works out. I will followup with you as soon as I hear from them.

Thank you!

Marilla Whitcomb

On Tue, Mar 28, 2017 at 2:26 PM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

Dear Ms. Whitcomb,

We have received the following email from Nora Krom in response to your email which I hope will clarify Heritage's position. Please review her email and respond, in writing, within 10 business days or April 7, 2017. Please let us know if you are willing to work with Mike LeClerc, Service Manager with Heritage Ford. If we do not receive a response on or before April 7 your case will be closed and a copy sent back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

**From:** Nora Krom <[nkrom@heritagevt.com](mailto:nkrom@heritagevt.com)>  
**To:** Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
**Sent:** Mon, Mar 27, 2017 3:32 pm  
**Subject:** Re: VT AGO Complaint #2017-01848

Kim,

There seems to be a misunderstanding. Please let me try to clarify.

The warranty that Ms. Whitcomb has is still valid. If there are issues with the truck that the warranty will cover, Heritage will complete the work and Ford will pay for it. Ms. Whitcomb would not pay for any of those items. Additionally, if there are other items that the warranty will not cover as a result of the modifications, Heritage will pay for that. So, ultimately anything that is normally covered by the warranty will be paid for one way or another by either

Heritage or Ford. This includes the shocks. Ms. Whitcomb will not be charged for any items that fall under the original warranty.

I hope this clears things up. Let me know if there are questions.



**Nora Krom**  
Customer Relations Specialist  
Heritage Automotive Group  
P: 802-865-8187  
E: [customerservice@heritagevt.com](mailto:customerservice@heritagevt.com)

#### Find Heritage Online



On Fri, Mar 24, 2017 at 11:01 AM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

Good Morning Nora,  
AUTOCAP has received the following response from Ms. Whitcomb. Please review and respond within 5 business days or March 31, 2017.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

#### -----Original Message-----

From: Millie Whitcomb  
To: Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
Sent: Fri, Mar 24, 2017 10:15 am  
Subject: Re: VT AGO Complaint #2017-01848

Hi Ms. Gauthier,

The email they sent you states that Heritage would cover any repairs that were under warranty "prior to the modifications made by Heritage before I purchased the vehicle" so basically they are saying that the issues with the vehicle at present will not be covered as they are caused by said modifications. When I purchased the vehicle I purchased it as new with a 3 year/36000 mile BUMPER TO BUMPER warranty which would imply that anything that goes wrong with the vehicle under normal wear and tear would be covered. That is the issue, Mr. Leclerc informed me that I would indeed have to pay for new shocks for the vehicle .....the shocks are gone due to the modifications that were installed by Heritage prior to me buying the vehicle. Therefore, they should by right eat the cost of ANY repairs within the 3 year/36000 mile bumper to bumper warranty as the issues is by fault of Heritage not normal wear.

Below are the emails between me and Mr. LeClerc to date;

(the liftkit that he refers to was installed by Heritage prior to me purchasing the vehicle, they had added a bunch of extras to the truck as a promotion the year before, it was basically an "experiment" and when I purchased the vehicle I was the the warranty would be honored, I would have NEVER purchased a 47000.00 vehicle without a full warranty. I traded in my previous truck which had no issues and was given \$20000.00 for trade in .....)

**Mike Leclerc** <[mleclerc@heritagevt.com](mailto:mleclerc@heritagevt.com)>

10/19/16  
to me

Good Morning,

I am reaching out because I have received a survey regarding your recent service. While I do apologize for the delay in parts, please understand the shocks ordered are a specialty component, and therefore availability can be an issue.

I truly believe our dealership has gone above and beyond in problem solving for the unique situations that have arisen during your ownership of the F150.

I apologize that our dealership is not able to satisfy your needs, and therefore recommend bringing your vehicle to another Ford dealership for repair.

**Millie Whitcomb <**

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10/19/16  
to Mike

Oh no, Your dealership is stuck with it, Your sales people sold me that vehicle knowing well that it would have problems consistantly. I look forward to the call that the shocks are there and ready to be installed.

**Mike Leclerc <mleclerc@heritagevt.com>**

10/19/16  
to me

Millie,

The lift kit components carry a one year warranty, because the shocks are a component of the lift kit, there is no warranty. Estimate for repair is \$234.98. Please know, we did not charge for looking at the shocks and adjusting the exhaust last visit.

**Millie Whitcomb**

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10/19/16  
to Mike

Im afraid that is incorrect, I purchased the truck with a 3 year 36000 mile warranty bumper to bumper, which includes the lift kit.....the exhaust was not adjusted and if it was it was not the source of the noise as it is still making that same noise.....it is impossible to miss even while driving on a flat surface.

**Millie Whitcomb <**

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10/19/16  
to Mike

I have had Ford F-series trucks for the last 12 years, in that time I have never had to replace shocks, cv joints/boots, bearings, etc., I purchased this truck with the understanding that the warranty would be honored and if I were to have issues they would be covered. There are uplifted vehicles being sold all over at dealerships and they are also covered by warranty, lifts and all. I have never had to bring a vehicle into the dealership for work so much in a 4 year period let alone the 18 months I have owned this truck. I understand that you feel I am being harsh, however you have to understand that I bought a \$40,000+ vehicle from your dealership, I expect you to go above and beyond that is a given....the fact that I am not receiving calls when my vehicle is ready, or when parts come in, is beyond me...I know that you dont want to deal with the truck anymore than I want to deal with the issues it continues to have but it would appear we are both stuck with it.

On Fri, Mar 24, 2017 at 9:45 AM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:  
Dear Ms. Whitcomb,

AUTOCAP is in receipt of your complaint against Heritage Ford regarding your 2014 Ford F150, we have also received the following email from Nora Krom, Customer Relations Specialist with Heritage Ford. Please review her email and respond, in writing, within 10 business days or April 7, 2017. Please let us know if you are willing to work with Mike LeClerc, Service Manager with Heritage Ford. If we do not receive a response on or before April 7 your case will be closed and a copy sent back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

From: Nora Krom <[nkrom@heritagevt.com](mailto:nkrom@heritagevt.com)>  
To: Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
Sent: Mon, Mar 20, 2017 11:34 am  
Subject: Re: VT AGO Complaint #2017-01848

Kim,

Heritage Ford will cover the cost of any repairs that would normally be covered by Ford's warranty that are not being covered because of the modifications made to the vehicle before Ms. Whitcomb purchased it. If she would like further details on the warranty coverage she may contact our Ford service manager, Mike LeClerc at [802-865-8157](tel:802-865-8157) or [mleclerc@heritagevt.com](mailto:mleclerc@heritagevt.com).

At the end of November 2016 Mike LeClerc sent an email to Ms. Whitcomb indicating that he had ordered shocks for her truck. He asked that she let him know what day would work best to complete the repairs. Mike did not receive a response. The best way to proceed would be for Ms. Whitcomb to speak with Mike and provide details on what the truck's current issues are and work with him on a plan to make the necessary repairs.

Please let me know if there are any questions or if further information is needed.

Sincerely,



**Nora Krom**  
Customer Relations Specialist  
Heritage Automotive Group  
P: [802-865-8187](tel:802-865-8187)  
E: [customerservice@heritagevt.com](mailto:customerservice@heritagevt.com)

**Find Heritage Online**



On Fri, Mar 17, 2017 at 10:46 AM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:  
Dear Nora,

Outlined below 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

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

From: AGO - CAP <AGO.CAP@vermont.gov>  
To: Millie Whitcomb  
Cc: Kim Gauthier <vtautocap@aol.com>  
Sent: Fri, Mar 10, 2017 1:32 pm  
Subject: RE: VT AGO Complaint #2017-01848

Hello Marilla,

Thank you for providing this clarification. Because the business named in your complaint is a member of the Vermont Auto Dealers Association (VADA), our office is referring your complaint to VADA by copy of this email. 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.

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

Thanks,

Lauren Jandl  
Consumer Advisor

Vermont Attorney General's Office  
Consumer Assistance Program

109 State Street  
Montpelier, VT 05609-1001

Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)

Phone: [1-800-649-2424](tel:1-800-649-2424) / [802-656-3183](tel:802-656-3183)

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**From:** Millie Whitcomb  
**Sent:** Friday, March 10, 2017 1:18 PM  
**To:** AGO - CAP  
**Subject:** Re: VT AGO Complaint #2017-01848

I have already worked with the Lemon Law board but because this is not a manufacturer issue it does not apply.

On Fri, Mar 10, 2017 at 1:14 PM, AGO - CAP <[AGO.CAP@vermont.gov](mailto:AGO.CAP@vermont.gov)> wrote:

Re: Complaint #2017-01848

Dear Marilla:

Thank you for your complaint. Based on the information you provided, it appears that another office may be better able to assist you with this matter. Though I have sent a copy of your complaint to that office by email, you should also follow up with them directly to determine if Lemon Law applies in your situation. I have included their information below:

Motor Vehicle Arbitration Board (VT Lemon Law)  
14 Baldwin Street  
Montpelier, VT 05602  
[\(802\) 828-2943](tel:8028282943) (phone)  
[\(802\) 828-5809](tel:8028285809) (fax)

Email: [LemonLaw@vermont.gov](mailto:LemonLaw@vermont.gov)

Website: <http://dmv.vermont.gov/enforcement-and-safety/laws/lemon-law/faq>

Please direct any further inquiries about this matter to the office listed above. If you have additional questions for our office, you may contact us at [\(802\) 656-3183](tel:8026563183).

Sincerely,

Lauren Jandl  
Consumer Advisor

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

Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)

Phone: [1-800-649-2424](tel:1-800-649-2424) / [802-656-3183](tel:802-656-3183)

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—Original Message—

**From:**  
**Sent:** Friday, March 10, 2017 11:09 AM  
**To:** Consumer  
**Cc:**  
**Subject:** Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by

4/21/2017

Re: VT AGO Complaint #2017-01848  
on Friday, March 10, 2017 at 11:08:48

---

email:

Intake Number: no

Name: Marilla Whitcomb

Street: (

City:

State: (

ZIP: (

Phone: (

Age: 42

Senior: No

Veteran or Service Member: No

Business Name: Heritage Ford

Business Person: Kyle, Mike LeClerc

Business Street: 1600 Shelburne road

Business City: South Burlington

Business State: Vermont

Business ZIP: 05495

Business Phone: 802-865-8100

Business Type: dealer

Year: 2014

Make: Ford

Model: F150

New or Used: New

Inspection Sticker Number Date Color: October 2016, yellow. 10

Inspection Location: Heritage Ford

Date Purchased: April 11, 2015

Purchase Price: 44955.00

Milage at Purchase: 136

Milage Current: 30600

Warranty Status: Manufacturer's Full, Dealer Full Express Warranty

Warranty Terms: 3 years or 36000 miles



4/21/2017

Re: VT AGO Complaint #2017-01848

Buyer's Guide: Yes

Warranty Repairs: Yes

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition, Inspection

Complaint: I have brought my vehicle in numerous times for an issue with noise in the underneath of the vehicle, (11/2015, 2/2016, 10/2016) and each time it was determined that nothing was wrong or they would repair a small issue they thought it was and I would end up with the same issue soon after service. In October I called for new shocks as the last service they informed me they would order new ones and call to schedule an appt. after not hearing I called and was told that I would have to pay for the shocks out of pocket as they were not covered under warranty. The warranty that came with the vehicle is a bumper to bumper warranty for 3 years or 36000 miles. I have attempted to pursue the lemon law however the issue lies with Heritage Ford not the manufacturer. My truck at this point is not able to be inspected and has ongoing issues with the rear end that should be covered under the warranty. Heritage has not followed through on their end. I am making payments and feel that Heritage by law has to honor the warranty to this vehicle. Currently the truck is not road legal.

Loss: 54955.00

Relief Requested: Heritage needs to do the repairs under the manufacturer warranty or replace the vehicle with a vehicle that will not continue to have these issues due to modifications they made prior to selling the vehicle to myself as new.

Found By: Lemon Law information

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3/17/2017

Fwd: VT AGO Complaint #2017-01848 Whitcomb, Marilla

**From:** Kim Gauthier <vtautocap@aol.com>  
**To:** nkrom <nkrom@heritagevt.com>  
**Subject:** Fwd: VT AGO Complaint #2017-01848 Whitcomb, Marilla  
**Date:** Fri, Mar 17, 2017 10:56 am

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Good Morning Nora,  
We have received the following email from the Lemon Law Administrator regarding the M Whitcomb complaint.  
Thanks,  
Kim Gauthier  
AUTOCAP Coordinator

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

**From:** AGO - CAP <AGO.CAP@vermont.gov>  
**To:** Kim Gauthier <vtautocap@aol.com>  
**Sent:** Fri, Mar 10, 2017 1:45 pm  
**Subject:** FW: VT AGO Complaint #2017-01848 Whitcomb, Marilla

Below is additional documentation for complaint #2017-01848.

Best,

Lauren Jandl  
Consumer Advisor

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

Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)  
Phone: 1-800-649-2424 / 802-656-3183

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

**From:** AOT - Lemon Law  
**Sent:** Friday, March 10, 2017 1:35 PM  
**To:** AGO - CAP  
**Subject:** RE: VT AGO Complaint #2017-01848 Whitcomb, Marilla

The consumer has filed twice with the Arbitration Board within past month or so most recently this week (43 pages via e-mail).

The first filing was dismissed w/o prejudice because an extended time period lapsed without completion of requested information over 30 days. Consumer was assisted, since it wasn't supplied, with the portion of warranty exclusions which included modifications as lift kit, which vehicle rec'd prior to veh purch per consumer and documentation from dealer on repair order of the items.

Consumer stated she would work on getting the requested information from 2nd filing; although the info is needed for determination of eligibility, which it appears may not be likely.

Consumer advised via phone this week that the vehicle was modified (with about \$10K of items) as part of a promotion by the dealership and then they sold it to her. A letter she wrote includes the problems are related to the lift kit. I suggested she contact the manufacturer's 800 # to learn more about the effects of modification (to warranty).

Her complaint appears to be that the dealer allegedly didn't disclose the modifications? And allegedly verbally agreed to honor warranty...but dealer isn't manufacturer, who has control over warranty coverage.

Pauline Liese  
Lemon Law Administrator

3/17/2017

Fwd: VT AGO Complaint #2017-01848 Whitcomb, Marilla

**New Motor Vehicle Arbitration**  
**14 Baldwin Street - Room 103**  
**Montpelier, VT 05602**  
**802-828-2943 (T)**  
**802-828-5809 (F)**  
**711 (TTY-TDD)**  
**LemonLaw@vermont.gov;**  
**www.LemonLaw.vermont.gov;**

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

From: AGO - CAP  
Sent: Friday, March 10, 2017 1:16 PM  
To: AOT - Lemon Law, <[AOT.LemonLaw@vermont.gov](mailto:AOT.LemonLaw@vermont.gov)>  
Subject: VT AGO Complaint #2017-01848 Whitcomb, Marilla

Re: Complaint #2017-01848

New Motor Vehicle Arbitration Board (Lemon Law):

The Consumer Assistance Program office received the consumer complaint below. Since the issue presented appears to be something your office would handle, we are forwarding the complaint to your office. We have notified the consumer that we have sent their complaint to your office and advised that they should contact you directly.

If you require additional information to process this complaint, please contact the consumer directly. If you have questions for our office you may contact us at (802)-656-3183.

Sincerely,

Lauren Jandl  
Consumer Advisor

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

Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)  
Phone: 1-800-649-2424 / 802-656-3183

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

From: [REDACTED]  
Sent: Friday, March 10, 2017 11:09 AM  
To: Consumer  
Cc: [REDACTED]  
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by  
[REDACTED] on Friday, March 10, 2017 at 11:08:48

email: [REDACTED]

Intake Number: no

Name: Marilla Whitcomb

Street: [REDACTED]

City: [REDACTED]

3/17/2017

Fwd: VT AGO Complaint #2017-01848 Whitcomb, Marilla

State: |

ZIP: —

Phone: |

Age: 42

Senior: No

Veteran or Service Member: No

Business Name: Heritage Ford

Business Person: Kyle, Mike LeClerc

Business Street: 1600 Shelburne road

Business City: South Burlington

Business State: Vermont

Business ZIP: 05495

Business Phone: 802-865-8100

Business Type: dealer

Year: 2014

Make: Ford

Model: F150

New or Used: New

Inspection Sticker Number Date Color: October 2016, yellow. 10

Inspection Location: Heritage Ford

Date Purchased: April 11, 2015

Purchase Price: 44955.00

Milage at Purchase: 136

Milage Current: 30600

Warranty Status: Manufacturer's Full, Dealer Full Express Warranty

Warranty Terms: 3 years or 36000 miles

Buyer's Guide: Yes

Warranty Repairs: Yes

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition, Inspection

Complaint: I have brought my vehicle in numerous times for an issue with noise in the underneath of the vehicle, (11/2015, 2/2016, 10/2016) and each time it was determined that nothing was wrong or they would repair a small issue they thought it was and I would end up with the same issue soon after service. In October I called for new shocks as the last service they informed me they would order new ones and call to schedule an appt. after not hearing I called and was told that I would have to pay for the shocks out of pocket as they were not covered under warranty. The warranty that came with the vehicle

3/17/2017

Fwd: VT AGO Complaint #2017-01848 Whitcomb, Marilla

is a bumper to bumper warranty for 3 years or 36000 miles. I have attempted to persue the lemon law however the issue lies with Heritage Ford not the manufacturer. My truck at this point in not able to be inspected and has ongoing issues with the rear end that should be covered under the warranty. Heritage has not followed through on their end. I am making payments and f!

eel that Heritage by law has to honor the warranty to this vehicle. Currently the truck is not road legal.

Loss: 54955.00

Relief Requested: Heritage needs to do the repairs under the manufacturer warranty or replace the vehicle with a vehicle that will not continue to have these issues due to modifications they made prior to selling the vehicle to myself as new.

Found By: Lemon Law information

---



Auto Consumer Complaint Form (ID 134743)

From: ( )  
Sent: Friday, March 10, 2017 11:09 AM  
To: Consumer  
CC: ( )  
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by  
( ) on Friday, March 10, 2017 at 11:08:48

---

email: ( )

Intake Number: no

Name: Marilla Whitcomb

Street: ( )

City: ( )

State: ( )

ZIP: ( )

Phone: ( )

Age: 42

Senior: No

Veteran or Service Member: No

Business Name: Heritage Ford

Business Person: Kyle, Mike LeClerc

Business Street: 1600 Shelburne road

Business City: South Burlington

Business State: Vermont

Business ZIP: 05495

Business Phone: 802-865-8100

Business Type: dealer

Year: 2014

Make: Ford

Model: F150

New or Used: New

Inspection Sticker Number Date Color: October 2016, yellow. 10

Inspection Location: Heritage Ford

Date Purchased: April 11, 2015

Purchase Price: 44955.00

Auto Consumer Complaint Form (ID 134743)

Milage at Purchase: 136

Milage Current: 30600

Warranty Status: Manufacturer's Full, Dealer Full Express Warranty

Warranty Terms: 3 years or 36000 miles

Buyer's Guide: Yes

Warranty Repairs: Yes

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition, Inspection

Complaint: I have brought my vehicle in numerous times for an issue with noise in the underneath of the vehicle, (11/2015, 2/2016, 10/2016) and each time it was determined that nothing was wrong or they would repair a small issue they thought it was and I would end up with the same issue soon after service. In October I called for new shocks as the last service they informed me they would order new ones and call to schedule an appt. after not hearing I called and was told that I would have to pay for the shocks out of pocket as they were not covered under warranty. The warranty that came with the vehicle is a bumper to bumper warranty for 3 years or 36000 miles. I have attempted to pursue the lemon law however the issue lies with Heritage Ford not the manufacturer. My truck at this point in not able to be inspected and has ongoing issues with the rear end that should be covered under the warranty. Heritage has not followed through on their end. I am making payments and feel that Heritage by law has to honor the warranty to this vehicle. Currently the truck is not road legal.

Loss: 54955.00

Relief Requested: Heritage needs to do the repairs under the manufacturer warranty or replace the vehicle with a vehicle that will not continue to have these issues due to modifications they made prior to selling the vehicle to myself as new.

Found By: Lemon Law information

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FW{3} VT AGO Complaint #2017-01848 whitcomb, Marilla (ID 134752)  
From: AGO - CAP  
Sent: Friday, March 10, 2017 1:45 PM  
To: 'Kim Gauthier'  
Subject: FW: VT AGO Complaint #2017-01848 whitcomb, Marilla

Below is additional documentation for complaint #2017-01848.

Best,

Lauren Jandl  
Consumer Advisor

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

Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)  
Phone: 1-800-649-2424 / 802-656-3183

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

From: AOT - Lemon Law  
Sent: Friday, March 10, 2017 1:35 PM  
To: AGO - CAP  
Subject: RE: VT AGO Complaint #2017-01848 whitcomb, Marilla

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Her complaint appears to be that the dealer allegedly didn't disclose the modifications? And allegedly verbally agreed to honor warranty...but dealer isn't manufacturer, who has control over warranty coverage.

Pauline Liese  
Lemon Law Administrator

FW{3} VT AGO Complaint #2017-01848 whitcomb, Marilla (ID 134752)  
New Motor Vehicle Arbitration  
14 Baldwin Street - Room 103  
Montpelier, VT 05602  
802-828-2943 (T)  
802-828-5809 (F)  
711 (TTY-TDD)  
LemonLaw@vermont.gov;  
www.LemonLaw.vermont.gov;

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

From: AGO - CAP  
Sent: Friday, March 10, 2017 1:16 PM  
To: AOT - Lemon Law <AOT.LemonLaw@vermont.gov>  
Subject: VT AGO Complaint #2017-01848 whitcomb, Marilla

Re: Complaint #2017-01848

New Motor Vehicle Arbitration Board (Lemon Law):

The Consumer Assistance Program office received the consumer complaint below. Since the issue presented appears to be something your office would handle, we are forwarding the complaint to your office. We have notified the consumer that we have sent their complaint to your office and advised that they should contact you directly.

If you require additional information to process this complaint, please contact the consumer directly. If you have questions for our office you may contact us at (802)-656-3183.

Sincerely,

Lauren Jandl  
Consumer Advisor

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

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

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

From:  
Sent: Friday, March 10, 2017 11:09 AM  
To: Consumer  
Cc:  
Subject: AUTO CONSUMER COMPLAINT FORM

Below is the result of your feedback form. It was submitted by  
on Friday, March 10, 2017 at 11:08:48

-----  
email: '

Intake Number: no

FW{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134752)  
Name: Marilla Whitcomb

Street: ,

City: \_\_\_\_\_

State:

ZIP: ( \_\_\_\_\_)

Phone:

Age: 42

Senior: No

Veteran or Service Member: No

Business Name: Heritage Ford

Business Person: Kyle, Mike LeClerc

Business Street: 1600 Shelburne road

Business City: South Burlington

Business State: Vermont

Business ZIP: 05495

Business Phone: 802-865-8100

Business Type: dealer

Year: 2014

Make: Ford

Model: F150

New or Used: New

Inspection Sticker Number Date Color: October 2016, yellow. 10

Inspection Location: Heritage Ford

Date Purchased: April 11, 2015

Purchase Price: 44955.00

Milage at Purchase: 136

Milage Current: 30600

Warranty Status: Manufacturer's Full, Dealer Full Express Warranty

Warranty Terms: 3 years or 36000 miles

Buyer's Guide: Yes

Warranty Repairs: Yes

Repair Bill Hold/Mechanic's Lien: No

FW{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134752)

Complaint Issue: Vehicle Condition, Inspection

Complaint: I have brought my vehicle in numerous times for an issue with noise in the underneath of the vehicle, (11/2015, 2/2016, 10/2016) and each time it was determined that nothing was wrong or they would repair a small issue they thought it was and I would end up with the same issue soon after service. In October I called for new shocks as the last service they informed me they would order new ones and call to schedule an appt. after not hearing I called and was told that I would have to pay for the shocks out of pocket as they were not covered under warranty. The warranty that came with the vehicle is a bumper to bumper warranty for 3 years or 36000 miles. I have attempted to pursue the lemon law however the issue lies with Heritage Ford not the manufacturer. My truck at this point in not able to be inspected and has ongoing issues with the rear end that should be covered under the warranty. Heritage has not followed through on their end. I am making payments and feel that Heritage by law has to honor the warranty to this vehicle. Currently the truck is not road legal.

Loss: 54955.00

Relief Requested: Heritage needs to do the repairs under the manufacturer warranty or replace the vehicle with a vehicle that will not continue to have these issues due to modifications they made prior to selling the vehicle to myself as new.

Found By: Lemon Law information

-----

RE{3} VT AGO Complaint #2017-01848 (ID 134753)

From: AGO - CAP  
Sent: Friday, March 10, 2017 1:32 PM  
To: 'Millie Whitcomb'  
Cc: 'Kim Gauthier'  
Subject: RE: VT AGO Complaint #2017-01848

Hello Marilla,

Thank you for providing this clarification. Because the business named in your complaint is a member of the Vermont Auto Dealers Association (VADA), our office is referring your complaint to VADA by copy of this email. 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.

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

Thanks,  
Lauren Jandl  
Consumer Advisor

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

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

---

From: Millie Whitcomb  
Sent: Friday, March 10, 2017 1:16 PM  
To: AGO - CAP  
Subject: Re: VT AGO Complaint #2017-01848

I have already worked with the Lemon Law board but because this is not a manufacturer issue it does not apply.

On Fri, Mar 10, 2017 at 1:14 PM, AGO - CAP <AGO.CAP@vermont.gov> wrote:  
Page 1

RE{3} VT AGO Complaint #2017-01848 (ID 134753)  
Re: Complaint #2017-01848

Dear Marilla:

Thank you for your complaint. Based on the information you provided, it appears that another office may be better able to assist you with this matter. Though I have sent a copy of your complaint to that office by email, you should also follow up with them directly to determine if Lemon Law applies in your situation. I have included their information below:

Motor Vehicle Arbitration Board (VT Lemon Law)  
14 Baldwin Street  
Montpelier, VT 05602  
(802) 828-2943 (phone)  
(802) 828-5809 (fax)

Email: [LemonLaw@vermont.gov](mailto:LemonLaw@vermont.gov)  
Website: <http://dmv.vermont.gov/enforcement-and-safety/laws/lemon-law/faq>

Please direct any further inquiries about this matter to the office listed above. If you have additional questions for our office, you may contact us at (802) 656-3183.

Sincerely,

Lauren Jandl  
Consumer Advisor

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

Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)  
Phone: 1-800-649-2424 / 802-656-3183

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

From:  
Sent: Friday, March 10, 2017 11:09 AM  
To: Consumer  
Cc:  
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by  
on Friday, March 10, 2017 at 11:08:48

-----  
email: v

Intake Number: no

Name: Marilla whitcomb

Street:

City: 1

State:

ZIP:

RE{3} VT AGO Complaint #2017-01848 (ID 134753)

Phone: —

Age: 42

Senior: No

Veteran or Service Member: No

Business Name: Heritage Ford

Business Person: Kyle, Mike LeClerc

Business Street: 1600 Shelburne road

Business City: South Burlington

Business State: Vermont

Business ZIP: 05495

Business Phone: 802-865-8100

Business Type: dealer

Year: 2014

Make: Ford

Model: F150

New or Used: New

Inspection Sticker Number Date Color: October 2016, yellow. 10

Inspection Location: Heritage Ford

Date Purchased: April 11, 2015

Purchase Price: 44955.00

Milage at Purchase: 136

Milage Current: 30600

Warranty Status: Manufacturer's Full, Dealer Full Express Warranty

Warranty Terms: 3 years or 36000 miles

Buyer's Guide: Yes

Warranty Repairs: Yes

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition, Inspection

Complaint: I have brought my vehicle in numerous times for an issue with noise in the underneath of the vehicle, (11/2015, 2/2016, 10/2016) and each time it was determined that nothing was wrong or they would repair a small issue they thought it was and I would end up with the same issue soon after service, In October I called for new shocks as the

last service  
they informed me they would order new ones and call to schedule an appt. after not  
hearing I  
called and was told that I would have to pay for the shocks out of pocket as they  
were not  
covered under warranty. The warranty that came with the vehicle is a bumper to  
bumper  
warranty for 3 years or 36000 miles. I have attempted to persue the lemon law  
however the  
issue lies with Heritage Ford not the manufacturer. My truck at this point in not  
able to be  
inspected and has ongoing issues with the rear end that should be covered under the  
warranty. Heritage has not followed through on their end. I am making payments and  
f!  
eel that Heritage by law has to honor the warranty to this vehicle. Currently the  
truck is not road  
legal.

Loss: 54955.00

Relief Requested: Heritage needs to do the repairs under the manufacturer warranty  
or replace  
the vehicle with a vehicle that will not continue to have these issues due to  
modifications they  
made prior to selling the vehicle to myself as new.

Found By: Lemon Law information

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RE{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134751)  
From: AOT - Lemon Law  
Sent: Friday, March 10, 2017 1:35 PM  
To: AGO - CAP  
Subject: RE: VT AGO Complaint #2017-01848 Whitcomb, Marilla

The consumer has filed twice with the Arbitration Board within past month or so most recently this week (43 pages via e-mail).

The first filing was dismissed w/o prejudice because an extended time period lapsed without completion of requested information over 30 days. Consumer was assisted, since it wasn't supplied, with the portion of warranty exclusions which included modifications as lift kit, which vehicle rec'd prior to veh purch per consumer and documentation from dealer on repair order of the items.

Consumer stated she would work on getting the requested information from 2nd filing; although the info is needed for determination of eligibility, which it appears may not be likely.

Consumer advised via phone this week that the vehicle was modified (with about \$10K of items) as part of a promotion by the dealership and then they sold it to her. A letter she wrote includes the problems are related to the lift kit. I suggested she contact the manufacturer's 800 # to learn more about the effects of modification (to warranty).

Her complaint appears to be that the dealer allegedly didn't disclose the modifications? And allegedly verbally agreed to honor warranty...but dealer isn't manufacturer, who has control over warranty coverage.

Pauline Liese  
Lemon Law Administrator

New Motor Vehicle Arbitration  
14 Baldwin Street - Room 103  
Montpelier, VT 05602  
802-828-2943 (T)  
802-828-5809 (F)  
711 (TTY-TDD)  
LemonLaw@vermont.gov;  
www.LemonLaw.vermont.gov;

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

From: AGO - CAP  
Sent: Friday, March 10, 2017 1:16 PM  
To: AOT - Lemon Law <AOT.LemonLaw@vermont.gov>  
Subject: VT AGO Complaint #2017-01848 Whitcomb, Marilla

Re: Complaint #2017-01848

New Motor Vehicle Arbitration Board (Lemon Law):

The Consumer Assistance Program office received the consumer complaint below. Since  
Page 1

RE{3} VT AGO Complaint #2017-01848 whitcomb, Marilla (ID 134751)

the issue presented appears to be something your office would handle, we are forwarding the complaint to your office. We have notified the consumer that we have sent their complaint to your office and advised that they should contact you directly.

If you require additional information to process this complaint, please contact the consumer directly. If you have questions for our office you may contact us at (802)-656-3183.

Sincerely,

Lauren Jandl  
Consumer Advisor

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

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

-----Original Message-----  
From: '  
Sent: Friday, March 10, 2017 11:09 AM  
To: Consumer  
Cc:  
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by  
n Friday, March 10, 2017 at 11:08:48

-----  
email: \

Intake Number: no

Name: Marilla whitcomb

Street:

City:

State: \

ZIP:

Phone: -

Age: 42

Senior: No

Veteran or Service Member: No

Business Name: Heritage Ford

Business Person: Kyle, Mike LeClerc

Business Street: 1600 Shelburne road

RE{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134751)  
Business City: South Burlington

Business State: Vermont

Business ZIP: 05495

Business Phone: 802-865-8100

Business Type: dealer

Year: 2014

Make: Ford

Model: F150

New or Used: New

Inspection Sticker Number Date Color: October 2016, yellow. 10

Inspection Location: Heritage Ford

Date Purchased: April 11, 2015

Purchase Price: 44955.00

Milage at Purchase: 136

Milage Current: 30600

Warranty Status: Manufacturer's Full, Dealer Full Express Warranty

Warranty Terms: 3 years or 36000 miles

Buyer's Guide: Yes

Warranty Repairs: Yes

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition, Inspection

Complaint: I have brought my vehicle in numerous times for an issue with noise in the underneath of the vehicle, (11/2015, 2/2016, 10/2016) and each time it was determined that nothing was wrong or they would repair a small issue they thought it was and I would end up with the same issue soon after service. In October I called for new shocks as the last service they informed me they would order new ones and call to schedule an appt. after not hearing I called and was told that I would have to pay for the shocks out of pocket as they were not covered under warranty. The warranty that came with the vehicle is a bumper to bumper warranty for 3 years or 36000 miles. I have attempted to pursue the lemon law however the issue lies with Heritage Ford not the manufacturer. My truck at this point is not able to be inspected and has ongoing issues with the rear end that should be covered under the warranty. Heritage has not followed through on their end. I am making payments and f!

I feel that Heritage by law has to honor the warranty to this vehicle. Currently the

RE{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134751)  
truck is not road legal.

Loss: 54955.00

Relief Requested: Heritage needs to do the repairs under the manufacturer warranty or replace the vehicle with a vehicle that will not continue to have these issues due to modifications they made prior to selling the vehicle to myself as new.

Found By: Lemon Law information

-----

RE{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134762)  
From: AGO - CAP  
Sent: Friday, March 10, 2017 3:12 PM  
To: AOT - Lemon Law  
Subject: RE: VT AGO Complaint #2017-01848 Whitcomb, Marilla

Thanks for the update, Pauline. We've also referred the complaint to AUTOCAP.

Best,

Lauren Jandl  
Consumer Advisor

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

Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)  
Phone: 1-800-649-2424 / 802-656-3183

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

From: AOT - Lemon Law  
Sent: Friday, March 10, 2017 2:30 PM  
To: AGO - CAP  
Subject: RE: VT AGO Complaint #2017-01848 Whitcomb, Marilla

Just remembered, I also referred the consumer to AUTOCAP which is more for dealer-consumer complaints as an option.

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

From: AGO - CAP  
Sent: Friday, March 10, 2017 1:16 PM  
To: AOT - Lemon Law <[AOT.LemonLaw@vermont.gov](mailto:AOT.LemonLaw@vermont.gov)>  
Subject: VT AGO Complaint #2017-01848 Whitcomb, Marilla

Re: Complaint #2017-01848

New Motor Vehicle Arbitration Board (Lemon Law):

The Consumer Assistance Program office received the consumer complaint below. Since the issue presented appears to be something your office would handle, we are forwarding the complaint to your office. We have notified the consumer that we have sent their complaint to your office and advised that they should contact you directly.

If you require additional information to process this complaint, please contact the consumer directly. If you have questions for our office you may contact us at (802)-656-3183.

Sincerely,

Lauren Jandl  
Consumer Advisor

Vermont Attorney General's Office  
Consumer Assistance Program  
109 State Street

RE{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134762)  
Montpelier, VT 05609-1001

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

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

From:  
Sent: Friday, March 10, 2017 11:09 AM  
To: Consumer  
Cc:  
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by  
on Friday, March 10, 2017 at 11:08:48

---

email: [REDACTED]

Intake Number: no

Name: Marilla Whitcomb

Street: [REDACTED]

City: [REDACTED]

State: [REDACTED]

ZIP: [REDACTED]

Phone: [REDACTED]

Age: 42

Senior: No

Veteran or Service Member: No

Business Name: Heritage Ford

Business Person: Kyle, Mike LeClerc

Business Street: 1600 Shelburne road

Business City: South Burlington

Business State: Vermont

Business ZIP: 05495

Business Phone: 802-865-8100

Business Type: dealer

Year: 2014

Make: Ford

Model: F150

New or Used: New

Inspection Sticker Number Date Color: October 2016, yellow. 10

RE{3} VT AGO Complaint #2017-01848 Whitcomb, Marilla (ID 134762)

Inspection Location: Heritage Ford

Date Purchased: April 11, 2015

Purchase Price: 44955.00

Milage at Purchase: 136

Milage Current: 30600

Warranty Status: Manufacturer's Full, Dealer Full Express Warranty

Warranty Terms: 3 years or 36000 miles

Buyer's Guide: Yes

Warranty Repairs: Yes

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition, Inspection

Complaint: I have brought my vehicle in numerous times for an issue with noise in the underneath of the vehicle, (11/2015, 2/2016, 10/2016) and each time it was determined that nothing was wrong or they would repair a small issue they thought it was and I would end up with the same issue soon after service. In October I called for new shocks as the last service they informed me they would order new ones and call to schedule an appt. after not hearing I called and was told that I would have to pay for the shocks out of pocket as they were not covered under warranty. The warranty that came with the vehicle is a bumper to bumper warranty for 3 years or 36000 miles. I have attempted to pursue the lemon law however the issue lies with Heritage Ford not the manufacturer. My truck at this point in not able to be inspected and has ongoing issues with the rear end that should be covered under the warranty. Heritage has not followed through on their end. I am making payments and feel that Heritage by law has to honor the warranty to this vehicle. Currently the truck is not road legal.

Loss: 54955.00

Relief Requested: Heritage needs to do the repairs under the manufacturer warranty or replace the vehicle with a vehicle that will not continue to have these issues due to modifications they made prior to selling the vehicle to myself as new.

Found By: Lemon Law information





# Autocap Case Record

Case #

021-17

Date Received

04/27/2017

Closed Date

5/19/2017

Consumer-FIRSTN

Lloyd

Consumer-LASTNAM

Caswell

Date Acknowledged

4/28/2017

Consumer Respons

5/12/2017

Complaint Type

Sales

Purchase Date

4/7/2017

Year/Make Model

2013 Nissan Frontier

Mileage

38,476

Price Sold

\$24,341

As Is



Member Name

Formula Nissan, Inc.

Member Contact

Jack Castelleneta

Member Response Due

5/7/2017

Resolution Process

Staff

Panel



Referred to

Resolution

Dropped

## Case Notes

4/27 - Rec'd dealer response

4/28 - Forwarded to consumer via USPS

5/2 - Consumer called - really upset - feels dealer lied - admitted he knowingly signed papers but felt under pressure - knew he shouldn't have signed and just wants to take vehicle back. Explained that he could respond in writing but since he admitted he knowingly signed the paperwork and should not have I told him AUTOCAP was probably not going to be able to help him.

## Notes (Summary)

Consumer states that he was extremely pressured to sign papers even though he said "No". Dealer states that the consumer spent many hours deciding which vehicle to purchase and came back the next day with an appointment. Consumer also admitted via phone that he should not have signed the paperwork but did anyway.



AUTOMOTIVE CONSUMER ACTION PROGRAM

April 28, 2017

AUTOCAP Case # 2017-03059

Lloyd Caswell

Dear Mr. Caswell,

AUTOCAP is in receipt of your complaint against Formula Nissan and has also received the attached email from Mr. Castellaneta explaining the timeline of events. Please review Mr. Castellaneta's email and respond, in writing, within 10 business days or May 12, 2017. If we do not hear from you on or before May 12, 2017 your case will be closed. A copy of your complaint will be sent back to the Consumer Assistance Program office where you originally filed your complaint.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Gauthier", with a stylized, flowing script.

Kim Gauthier  
AUTOCAP Coordinator  
(802) 461-2655 ext. 2

4/28/2017

Re: Caswell, Lloyd (Formula Nissan) #2017-03059

**From:** Jack Castellaneta <jackcinv@gmail.com>

**To:** Kim Gauthier <vtautocap@aol.com>

**Subject:** Re: Caswell, Lloyd (Formula Nissan) #2017-03059

**Date:** Thu, Apr 27, 2017 5:30 pm

---

Kim, this customer came in on two separate occasions with I believe was his daughter, first day he spent close to ten hours here, left at around 9:00pm that night, returned the next day to rehash the vehicle, again spent six hours before deciding to purchase, he also went from wanting a rogue back to a frontier and then ended up buying a frontier, signed all the paperwork himself. Sounds like buyers remorse and he is trying to say Formula Nissan pressured him into purchasing, when he left that night to go home and think about it, set an appointment for 1:00 the next afternoon to come back.

Thanks  
Jack

Sent from my iPhone

On Apr 27, 2017, at 4:35 PM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

Dear Jack,

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

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

After reviewing this complaint; 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

<042417 Caswell.htm>

**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Monday, April 24, 2017 3:44 PM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

|   |                          |
|---|--------------------------|
| <b>Your First Name</b>                                  | Lloyd                    |
| <b>Your Last Name</b>                                   | Caswell                  |
| <b>Confirmation Number</b>                              | WB17-00380               |
| <b>Your Daytime Phone</b>                               |                          |
| <b>Daytime Phone Type</b>                               | Home                     |
| <b>I am a...</b>  | Senior Veteran           |
| <b>Your Mailing Address</b>                             |                          |
| <b>Your City</b>  |                          |
| <b>Your State</b>                                       |                          |
| <b>Your Zip Code</b>                                    |                          |
| <b>Is your complaint about:</b>                         | An automobile dealer     |
| <b>Business Name or Person's First Name</b>             | Formula Nissan           |
| <b>Business Phone (1)</b>                               | 802-479-2277             |
| <b>Business Address</b>                                 | 1504 US Rte302           |
| <b>Business City</b>                                    | Barre                    |
| <b>Business State</b>                                   | VT                       |
| <b>Business Zip Code</b>                                | 05641                    |
| <b>Is your complaint about a vehicle you purchased?</b> | Yes                      |
| <b>What is the year of your vehicle?</b>                | 2013                     |
| <b>What is the make and model of your vehicle?</b>      | Nissan Frontier style CR |
| <b>Is the vehicle new or used?</b>                      | Used                     |
| <b>Where did the vehicle receive its last state</b>     | VT station 965           |

|   |  |
|---|--|
| <b>inspection?</b>  |  |
| <b>Inspection sticker number, date and color:</b>   | 16-562224, 12/2016, yellow   |
| <b>When was the vehicle purchased?</b>  | 04-07-17   |
| <b>What was the purchase price?</b>   | \$24,341   |
| <b>Vehicle mileage at time of purchase:</b>   | 38,476   |
| <b>Current mileage on the vehicle:</b>  | 38, 630  |
| <b>Did you receive a Buyer's Guide document with the vehicle?</b>   | No   |
| <b>Which of the following apply to the vehicle?</b>   | I'm not sure   |
| <b>Description</b>  | The truck is a good one. But I can't afford the payments. I felt extremely pressured to sign papers even after I said "no" at least half a dozen times. And I can't handle intense pressure. I didn't go there with the intension of getting something I just wanted to see what they had for older medium sized trucks.. They wouldn't give any information what so ever and they misrepresented what they did give out. If they had been up front with everything in the beginning none of this would have happened. |
| <b>Amount of loss:</b>  | n/a  |
| <b>How would you like this matter to be resolved?</b>   | To return the vehicle and dismiss the loan.  |
| <b>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)</b> | Purchase/sales contract<br>Finance contract  |



# Autocap Case Record

Case #

027-17

Date Received

05/04/2017

Closed Date

5 /19/2017

Consumer-FIRSTN

Mariah

Consumer-LASTNAM

Suarez

Date Acknowledged

5 /8 /2017

Consumer Respons

Complaint Type

Service

Purchase Date

Year/Make Model

2014 Kia ?

Mileage

Price Sold

As Is



Member Name

Capitol City Kia

Member Contact

Kyle Sipples

Member Response Due

5 /14/2017

Resolution Process

Staff

Panel



Referred to

Resolution

Consumer

## Case Notes

5/8 - Rec'd dealer response &amp; forwarded to consumer asking if in agreement with repairs.

5/19 - No response from consumer

## Notes (Summary)

Consumer states that she contacted Kia regarding odd noise and dealership was going to charge \$90 to look over vehicle. CV axle broke due to bad road conditions and dealership agreed to have vehicle towed at consumer expense. Consumer feels the staff was rude and unhelpful. Dealership agreed to order a complete axle and cover the cost of the repair under goodwill.

## **Capitol City Kia**

### **Response to Mariah Suarez Autocap Complaint**

Mariah Suarez called Capitol City Kia to find out if a broken axle would be covered under warranty. The customer was told if it was a factory defect then the repair would be covered under warranty. Ms. Suarez stated that she had a rip in the cv boot and that when her boyfriend had taken it apart to fix, he damaged the end of the axle shaft and could not get the axle nut back on. Because her boyfriend had not been able to get the axle nut back on, the car had been rendered un-drivable.

We advised Ms. Suarez that, under these circumstances, the damage caused to the axle would not be a factory defect and could not be covered through Kia as a warranty repair. We gave Ms. Suarez an estimate to replace the axle at her expense. The Service Advisor, after giving the estimate, asked the General Manager to step in so he could explain the situation to Ms. Suarez because she kept saying that she did not understand why the repair was not covered under warranty. During this conversation, it was discovered that the customer had an extended warranty. The General Manager gathered the information necessary to file a claim under the extended warranty. The customer had a \$400.00 out of network deductible.

After documenting the customer's version of events, the General Manager informed her that he could order axle boot kits from Kia and clean up the damaged end of the axle at a cost of \$265.00. A new axle alone would have cost approximately \$650.00. With the cv boots it would have cost even more. The repair that was suggested to Ms. Suarez was the cheapest way to get the car back on the road, even if you factored in the \$400 deductible for replacing the axle and cv boots under the extended warranty.

Ms. Suarez agreed to have the boots replaced and the axle repaired. The dealership ordered the boot kits. When the kits came in, the outboard boot kit was the wrong one. The General Manager spoke with the customer's boyfriend to let them know of what was going on. When the second boot kit came in it was, once again, the wrong part. At this point the General Manager called the customer's boyfriend to let him know of the complications with the part provider. At the same time he also told him that he was just going to order a complete axle and cover the cost of the repair under goodwill because now we were going on four days. The axle came in and was installed. The dealership called the customer to let them know that the repair had been completed.

Ms. Suarez's repair was taken care of at significant out-of-pocket cost to the dealership. We now consider this matter to be closed and apologize for any inconvenience the delay may have caused.



5/4/2017

Fwd: Suarez, Mariah (Capital City Kia) 2017-03186

**From:** Kim Gauthier <vtautocap@aol.com>

**To:** ksipples <ksipples@autosavergroup.com>

**Subject:** Fwd: Suarez, Mariah (Capital City Kia) 2017-03186

**Date:** Thu, May 4, 2017 2:44 pm

**Attachments:** 042717 Suarez.htm (55K)

---

Dear Kyle,

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:** Thursday, April 27, 2017 10:26 AM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

|   |                      |
|---|----------------------|
| <b>Your First Name</b>                      | Mariah               |
| <b>Your Last Name</b>                       | Suarez               |
| <b>Confirmation Number</b>                  | WB17-00396           |
| <b>Your E-Mail Address</b>                  |                      |
| <b>Your Daytime Phone</b>                   |                      |
| <b>Daytime Phone Type</b>                   | Home                 |
| <b>Your Mailing Address</b>                 |                      |
| <b>Your City</b>                            |                      |
| <b>Your State</b>                           |                      |
| <b>Your Zip Code</b>                        |                      |
| <b>Is your complaint about:</b>             | An automobile dealer |
| <b>Business Name or Person's First Name</b> | Capital City Kia     |
| <b>Business Phone (1)</b>                   | 802-778-0950         |
| <b>Phone (1) Type</b>                       | Office               |
| <b>Business Address</b>                     | River Road           |
| <b>Business City</b>                        | Montpelier           |
| <b>Business State</b>                       | VT                   |

|   |  |
|---|--|
| <b>Business Zip Code</b>                                | 05602  |
| <b>Is your complaint about a vehicle you purchased?</b> | No   |
| <b>Description</b>                                      | <p>I contacted Capital City Kia to schedule an appointment because the engine on my 2014 vehicle was making odd noises. I shortly after learned that I would be charged \$90 if the noise wasn't found to be covered under the warranty. I had to reschedule the appointment. On Sunday the cv axle broke because of the horrible road conditions on the gravel road in Washington VT. My boyfriend and I contacted CC to inquire if they could fix that and to verify that it would be under warranty (power train issue) and again was told that I would have to pay \$90 for them to look at it, that they could tow my car to the dealership, at additional cost and they would determine if it was covered. I've learned that I can order the part myself at an approximate cost of \$700 from the same dealership, or somehow get the undrivable vehicle to them and they would look at it and determine if it was under warranty and be fixed. When trying to speak with them about this issue they have been rude and unhelpful - even so much as to say "well we've had to cancel your appointment 3 times", which is not true and the tone of sarcasm from Casey when he said this just adds to the rudeness we've received from them each time we've tried to talk with them. So, short story is that I now have to either pay to have it towed to the dealership just to see if they will cover it, or borrow a car from someone to pick up the \$700 part myself (in 3 days when it arrives at the dealership). If it were possible to use someone else for maintenance I would - they are the most rude and unhelpful dealership I have ever dealt with. This is the first Kia I've ever owned and I will never purchase one again if their representatives are all this difficult to work with.</p> |
| <b>Amount of loss:</b>                                  | \$900  |
| <b>How would you like this matter to be resolved?</b>   | the dealership to fix the vehicle under warranty   |
| <b>Incident Date</b>                                    | 4/24/2017 12:00:00 AM  |



# Autocap Case Record

Case #  
**029-17**

Date Received  
**05/05/2017**

Closed Date  
**5 /26/2017**

Consumer-FIRSTN  
**Robin**

Consumer-LASTNAM  
**West**

Date Acknowledged

Consumer Respons

Complaint Type  
**Sales**

Purchase Date  
**3 /23/2017**

Year/Make Model  
**2006 Chevy Impala**

Mileage

Price Sold

As Is  
☐

Member Name

**Capitol City Auto Mart**

Member Contact

**Kyle Sipples**

Member Response Due

**5 /15/2017**

Resolution Process

**Staff**

Panel  
☐

Referred to

Resolution

**Consumer**

## Case Notes

5/5 - Erika from VCIL called looking for how AUTOCAP process works

5/8 - Returned her call to explain process

5/8 - Consumer called and tried to explain the situation

5/17 - Consumer called very frustrated - DMV not showing correct paperwork to undo the deal

5/17 - called dealer - everything has been sent but will double check and call/or email me Monday

5/18 - Rec'd email from dealer with copy of check showing payoff to GM Financial

5/26 - spoke with finance staff at dealership to understand process - DMV behind with titles so process will take some time to correct.

5/26 - Faxed copy of payoff check to CU representative to help consumer finance another vehicle

## Notes (Summary)

Consumer states she returned a recently purchased vehicle but that DMV was not showing the deal being undone. Dealership paid off the vehicle by sending check to GM Financial. The DMV process is behind and will take time to correct registration. Provided credit union rep copy of check to give consumer ability to finance another vehicle.



**VT Vehicle & Automotive  
Distributors Association**

**FAX TRANSMITTAL**

TO: Scott Roberts  
FROM: Kim Gauthier  
DATE: 5.26.17  
RE: Robin West  
PAGES: 3 including this one ~~\*\*\*~~ Per my voicemail ~~\*\*\*~~

Hi Scott;

In trying to help Robin get another vehicle I'm sending over a copy of the check which paid off her GM loan.

Please let me know if you need something else to help her obtain a new loan for another vehicle.

Thank you,  
Kim Gauthier

*The information contained in this fax is confidential and is meant only for the recipient named above. If you receive this fax in error, please mail the original to VADA without making a copy. Thank you.*

5/19/2017

Fwd: West

From: Kyle Sipples <[ksipples@autosavergroup.com](mailto:ksipples@autosavergroup.com)>

To: vtautocap <[vtautocap@aol.com](mailto:vtautocap@aol.com)>

Subject: Fwd: West

Date: Thu, May 18, 2017 4:32 pm

Attachments: 20170518155937531.pdf (91K), ATT00001.htm (230)

FYI.

Kyle Sipples

Begin forwarded message:

Robin  
522-2447

From: Bobbiejo Dyer <[BDyer@capitolcityautomart.com](mailto:BDyer@capitolcityautomart.com)>

Date: May 18, 2017 at 4:22:18 PM EDT

To: Kyle Sipples <[ksipples@autosavergroup.com](mailto:ksipples@autosavergroup.com)>

Subject: West

This is what I have. This is a copy of the check we sent to GM Financial to flat cancel the loan.

Pat Reilly called GM Financial the other day, and he was told the bank just finished processing the flat cancel on 5/9.

Thanks,  
Bobbiejo

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

From: [administrator@autosavergroup.com](mailto:administrator@autosavergroup.com) [<mailto:administrator@autosavergroup.com>]

Sent: Thursday, May 18, 2017 4:00 PM

To: Bobbiejo Dyer

Subject: Message from "RNP00267390AE98"

This E-mail was sent from "RNP00267390AE98" (MP C4503).

Scan Date: 05.18.2017 15:59:37 (-0400)

Queries to: [administrator@autosavergroup.com](mailto:administrator@autosavergroup.com)





## AUTOCAP

### AUTOMOTIVE CONSUMER ACTION PROGRAM

May 25, 2017

AUTOCAP Case # 2017-03211

Robin West

[REDACTED]

Dear Ms. West,

VT AUTOCAP is in receipt of your complaint against Capitol City Auto Mart regarding your 2006 Chevy Impala. We have also spoken with Capitol City staff and have verified that your loan on the 2006 Chevy Impala has been paid off – see copy of check for \$6,628.28. In regards to the title and per our conversation, the process does take a while to rectify but should not affect you in purchasing your next vehicle. In the meantime, we would recommend returning the plates you received.

We will be closing your case and sending a copy back to the Consumer Assistance Program office where you originally filed your complaint.

In addition, we have enclosed a copy of our Step-By-Step Guide to Buying a Used Car. Please review and we hope that this will help in your next used car purchase.

Sincerely,



Kim Gauthier  
AUTOCAP Coordinator  
(802) 461-2655 ext. 2

5/5/2017

Fwd: VT AGO Complaint #2017-03211 West, Robin (Capitol City Auto Mart) CAP

**From:** Kim Gauthier <vtautocap@aol.com>

**To:** kslpples <ksipples@autosavergroup.com>

**Subject:** Fwd: VT AGO Complaint #2017-03211 West, Robin (Capitol City Auto Mart) CAP

**Date:** Fri, May 5, 2017 11:02 am

**Attachments:** West-05052017.pdf (532K)

---

Dear Kyle,

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.

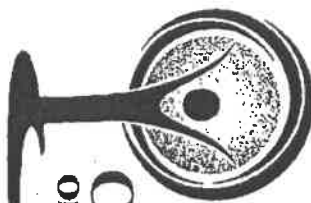
Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller  
AUTOCAP Director

*C. R. McNamee*



CENTRAL  
VERMONT  
Council  
on Aging

59 N. Main Street, Suite 200  
Barre, VT 05641-4121

*Consumer Assistance Program*

*109 State St*

*Montpelier VT 05609*



UNITED STATES POSTAGE  
\$ 00  
02 1P  
0001851156 APR  
MAILED FROM ZIP CODE



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

RECEIVED ON

MAY 03 '17

Attorney General's Office  
Consumer Division

Consumer Complaint Form

Reference Number: \_\_\_\_\_

Consumer Information (Complaint By):

Consumer First and Last Name: ROBIN A. WERT Age: 57  
Submitted by: ROBIN WERT (If filing on another's behalf.)  
Organization Name: \_\_\_\_\_ (If filing on behalf of a business/organization.)  
Mailing Address (For Complaint Correspondence): \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ IP: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_ Phone Type (Circle One): Home / Cell / Office / Other: \_\_\_\_\_  
E-mail: \_\_\_\_\_ @ \_\_\_\_\_  
The Consumer is: A senior citizen \_\_\_\_\_ Active Military \_\_\_\_\_ A Veteran \_\_\_\_\_ A Student \_\_\_\_\_ Under 18 \_\_\_\_\_

Business Information (Complaint Against):

Business Name: CAPITAL CITY Auto MART  
Point of Contact for Business: \_\_\_\_\_  
Mailing Address: RT 2 City: Montpelier ST: VT ZIP: 05602  
Business Phone: 802-223-0001 Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_ @ \_\_\_\_\_ Website: \_\_\_\_\_

Amount of Loss: \_\_\_\_\_ How did you find CAP? \_\_\_\_\_

Complaint Details (attach additional pages if needed):

Events as they happened:

- BOUGHT 2006 CHEV Impala From CAPITAL CITY (3/23/17)
- BROUGHT BACK (4/8) Needed over 1600 WORTH of WORK. THEY TOOK CAR BACK, SAID THEY PAID IT OFF - NOW Get Letters Telling me I STILL OWN THE IMPALA.
- ALSO TURNED in A LEASED TOGETHER WHEN I BOUGHT THE IMPALA. DO I GET ANY MONEY BACK?

Relief you desire:

- Document that Capital City PAID it off.

CASEYANES in completing form - GRAYNARD, C V 001 476-2662

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

☐ Yes ☐ No 7  
(Please include a copy)

Is the issue relative to warranty repairs? (Service)

☐ Yes ☐ No 7  
(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:

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

- ☐ Vehicle Condition  
(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.)

**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)?

Yes ☒ No

**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:

ROBERT W. WEST

Yes ☒ No  
Veteran Service Member

CAPITAL CITY AUTOMART  
SCOTT CAMPBELL  
RT. 2  
MONTPELIER  
VT  
05602  
802-223-0001

Ally Bank  
PO BOX 1048  
HARTFORD CT 06143

ROBIN WEST

*Spoke to  
Inspector  
Motor Vehicle  
Dave Evans -  
He was going to call me  
city. Nick*  
*4/20/17*  
*no capital  
I called the bank  
a year ago  
4/20/17*  
April 13, 2017  
1-877-401-2559  
Application Number



*Just Campbell Capital City Rored  
my credit. Didn't listen to him  
him who I wanted to check credit with in  
Berre - Credit Union. He didn't*

We were recently informed by Capitol City Auto Mart, Inc., 1162 Us Route 2, Berlin, VT, 05602-8348 that it was considering the credit sale or lease of a 2006 Chevrolet Impala or other product to you and asked whether we would be prepared to accept your obligation if the transaction was completed.

We must regretfully inform you that we were not agreeable to handling the proposed transaction as submitted. We would, however, be agreeable to handling the transaction under the modified terms which have been relayed to the dealer.

In making our credit decision, we used a credit scoring system to assist us. The system assigns points to some of the items of information in your application, your credit history, and credit bureau reports on you.

State law requires that you be provided with a written statement of the reasons for our action.

We were not agreeable to handling the proposed transaction for the following reasons:

- Amount to be capitalized or financed excessive in relation to vehicle value
- Length of contract term requested too long
- Balances on bank revolving / open ended accounts too high in relation to credit limits - Applicant
- Delinquency on accounts or derogatory public records - Applicant

Our decision was based in whole or in part on information in a report from the credit reporting agency (or agencies) listed below:

|                 |               |           |               |              |
|-----------------|---------------|-----------|---------------|--------------|
| Applicant       | P.O. Box 1000 | Chester   | PA 19022      | 800-888-4213 |
| TransUnion      |               |           |               |              |
| Applicant       | PO Box 503793 | San Diego | CA 92150-3793 | 888-395-0277 |
| SageStream, LLC |               |           |               |              |

You have a right under the Fair Credit Reporting Act to know the information in your credit file at the consumer reporting agency (or agencies). The reporting agency (or agencies) did not make our decision for us and cannot supply specific reasons for our decision. You have a right to a free copy of your report(s) from the consumer reporting agency (or agencies), if you ask no later than 60 days after you receive this notice. If you find that any information in the report(s) you receive is inaccurate or incomplete, you have the right to dispute the matter with the consumer reporting agency (or agencies).

#### Information about Your Credit Score: TransUnion

We obtained your credit score from TransUnion and used it in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Your credit score:

Date: March 23, 2017

Scores range from a low of 250 to a high of 900

Key factors that adversely affected your credit score:

- Proportion of balances to credit limits on bank/national revolving or other revolving accounts is too high (Applicant)

919260-04213

Ally Bank  
PO BOX 1048  
HARTFORD CT 06143

April 18, 2017

ROBIN WEST

1-877-401-2559  
Application Number



We were recently informed by Capitol City Auto Mart, Inc., 1162 Us Route 2, Berlin, VT, 05602-8348 that it was considering the credit sale or lease of a 2009 Chevrolet Impala or other product to you and asked whether we would be prepared to accept your obligation if the transaction was completed.

We must regretfully inform you that we were not agreeable to handling the proposed transaction.

In making our credit decision, we used a credit scoring system to assist us. The system assigns points to some of the items of information in your application, your credit history, and credit bureau reports on you.

State law requires that you be provided with a written statement of the reasons for our action.

We were not agreeable to handling the proposed transaction for the following reasons:

- Length of contract term requested too long
- Requested transaction type not available
- Balances on bank revolving / open ended accounts too high in relation to credit limits - Applicant
- Amount to be capitalized or financed excessive in relation to vehicle value

Our decision was based in whole or in part on information in a report from the credit reporting agency (or agencies) listed below:

|                              |               |           |               |              |
|------------------------------|---------------|-----------|---------------|--------------|
| Applicant<br>TransUnion      | P.O. Box 1000 | Chester   | PA 19022      | 800-888-4213 |
| Applicant<br>SageStream, LLC | PO Box 503793 | San Diego | CA 92150-3793 | 888-395-0277 |

You have a right under the Fair Credit Reporting Act to know the information in your credit file at the consumer reporting agency (or agencies). The reporting agency (or agencies) did not make our decision for us and cannot supply specific reasons for our decision. You have a right to a free copy of your report(s) from the consumer reporting agency (or agencies), if you ask no later than 60 days after you receive this notice. If you find that any information in the report(s) you receive is inaccurate or incomplete, you have the right to dispute the matter with the consumer reporting agency (or agencies).

**Information about Your Credit Score: TransUnion**

We obtained your credit score from TransUnion and used it in making our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes.

Your credit score:

Date: April 4, 2017

Scores range from a low of 250 to a high of 900

Key factors that adversely affected your credit score:

- Proportion of balances to credit limits on bank/national revolving or other revolving accounts is too high (Applicant)
- Length of time accounts have been established (Applicant)
- Time since most recent account opening is too short (Applicant)





GM FINANCIAL

P.O. BOX 183834,  
ARLINGTON, TX 76096-3834

Make the Customer Advocate - forward it to a dept.  
that will research my issue  
24 to 72 hrs. will get it  
+ 0746430 000000367 09AMWP 00086793  
ROBIN WEST



Lucia - CSE I ordered how long  
to wait the service business  
Dear ROBIN WEST, days from tomorrow  
4/20/17 - 4/24/17 4:25:17 hours

Congratulations on the recent purchase of your vehicle from Capitol City Auto Mart Inc. We would like to welcome you as our customer and thank you for choosing to do business with the GM family of dealerships. You've made the right choice!

Earning your trust and satisfaction by providing you with unmatched service is our priority. Throughout the life of your contract you can expect reliable, friendly and exceptional service from us - online or on the phone. Our representatives are specially trained to answer your questions and assist with your account.

#### Managing your GM Financial account

- **Access your account 24/7.** Visit [www.gmfinancial.com](http://www.gmfinancial.com) and register for online access to MyAccount. After creating a user ID and password, you'll have access around-the-clock to sign up for payment reminders, update your contact information, get a payoff quote, make a payment, and more.
- **Choose your payment option.** You have many choices when it comes to making your payment on time, whether it's online, by mail or by phone. We also offer an Automatic Payment Plan so you'll never have to remember when your payment is due - it's automatically deducted from your bank account. *All of our payment options are listed on the back of this letter.*
- **Speak with our friendly representatives.** For quick access to essential account information including balances, payment histories, or to make a payment, simply call 1-800-284-2271.

#### Enjoy peace of mind with extended protection coverage

GM Financial is committed to providing the best vehicle experience in the industry, even after the factory warranties have ended. Your dealership may still be able to offer you extended protection for your new CHEVROLET IMPALA. With additional coverage, you'll have the safety, security and peace of mind that comes with every bump in the road. For more information, contact Capitol City Auto Mart Inc.

GM Financial promises to provide you with customer service you can count on. We are available to answer your questions and provide you with the account expertise you expect. All of us at GM Financial look forward to servicing your account needs now and in the future.

Sincerely,

GM Financial  
Customer Service

## CONGRATULATIONS ON YOUR PURCHASE!

Important information about your  
new GM Financial account.

March 31, 2017

### YOUR ACCOUNT AT A GLANCE

Account Number:

Vehicle:  
2006 CHEVROLET  
IMPALA

VIN:  
2G1WB58K069387163

Amount Financed:  
\$6,628.28

Annual Percentage Rate:  
11.70%

Length of Term:  
36

Monthly Payment:  
\$220.26

First Payment Due:  
May 7, 2017

Final Payment Due:  
April 7, 2020

Customer Service  
1-800-284-2271

TTY Hearing Impaired  
1-888-998-0253

Monday - Friday  
7 a.m. - 8 p.m. CT



GM FINANCIAL

## GM FINANCIAL ACCOUNT STATEMENT

April 17, 2017

Total Amount Due:

Payment Due Date:

2006 CHEVROLET

\$220.26

May 7, 2017

ACCOUNT NUMBER

CURRENT BALANCE\*

\$6,628.28\*

PAYMENT PROGRESS

36 payments to go

## Transaction Summary

| DATE                | ACTIVITY  | AMOUNT   |
|---------------------|---|----------|
| Past due amount     | Includes any late fees and past due amounts, if applicable. | \$0.00   |
| Current payment due | Includes any late fees and past due amounts, if applicable. | \$220.26 |

Go Paperless.

Log in or Register at  
gmfinancial.com/myaccount\*CURRENT BALANCE ABOVE DOES NOT REFLECT THE  
PAYOFF AMOUNT FOR YOUR ACCOUNT. PLEASE SEE  
REVERSE SIDE FOR DETAILS.

## Important Notice About Your Insurance

Thank you for maintaining proper insurance coverage as required by your Motor Vehicle Contract. If you have any questions regarding your insurance coverage, please contact the Insurance Service Center at (800)762-2188 and follow the prompts.

## Your safety is very important to us.

To determine whether or not there is a recall on your current vehicle or on a vehicle you are considering, visit:

<https://vinrcl.safercar.gov/vin>

## Payment Methods

For complete payment options, see reverse side.



## Automatic Payments

Set up automatic withdrawals from your bank account at gmfinancial.com/myaccount



## Online Bill Payment\*

Pay your bill online now at gmfinancial.com/myaccount

\*A Western Union fee may be assessed



## Pay By Phone\*

Pay securely by phone. See reverse side for complete details.

\*A Western Union fee may be assessed

Contact Customer Service at (877) 994-9115

or TTY Access (888) 998-0253 (requires TTY capable device)



## REAL CARDMEMBER. REAL SAVINGS.

"With my Earnings, I was able to knock the payment down."

-- Eric R. (GM Rewards Cardmember)

Use the card that could help reduce the monthly payment on your next lease or purchase of a new GM vehicle. Apply at [buypowercard.com/lease](http://buypowercard.com/lease).

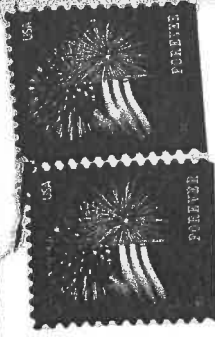
## BUYPOWER CARD\*



Capital One, N.A. is the issuer of the BuyPower Card. General Motors is responsible for the operation and administration of the Earnings Program. The Mastercard Brand Mark is a registered trademark of Mastercard International Incorporated. The marks of General Motors, its divisions, slogans, emblems, vehicle model names, vehicle body designs and other marks appearing in this document are the trademarks and/or service marks of General Motors, its subsidiaries, affiliates or licensors. ©2017 General Motors LLC.

Matthew. Rodrigue

POSTAGE DUE .....



AG-5  
State of Vermont  
Office of the Attorney General  
Consumer Assistance Program  
109 State Street  
Montpelier, Vt. 05609-1001

Atte.: T.J. Donovan

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

RECEIVED ON

MAY 01 '17

Attorney General's Office  
Consumer Division

Auto Complaint Form AG17-02161

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):\*

Matthew Rodrigue

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:

24

Are you a senior citizen?

☐ Yes ☒ No

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

Veteran N Service Member N

Information about the business you are filing your complaint against:

Business Name:\*

Poulin auto Sales

Person You Dealt With:\*

CHRIS Poulin / Lea Macomber

Business Street Address:

1795 Shelburne Rd

Business City:\*

South Burlington VT

Business State:\*

VT

Business ZIP:

05403

Business Phone:

802-859-0090

Business E-mail:

Check the type of business that you are filing a complaint about:\*(Sales/Service)

- ☒ 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:\*

2011

Make:\*

Chevrolet

Model:\*

Equinox SUV

Is the vehicle new or used?\*

☐ New ☒ Used

**Complete Sections Relevant to Your Complaint:**

Date Purchased (Sales):

8/23/16

Purchase Price (Sales)

13,348.00

Vehicle Mileage at Purchase (Sales):

139,879

Vehicle Mileage Currently (Sales):

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:

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:

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

- ☒ **Vehicle Condition**  
(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.)

## Explain the Complaint

Events as they happened:

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

I Bought a car from Poulin in August of 2016 I Have Had nothing But Problems with it Parts were Breking on it so i would Bring it to Poulin and Have them Look at it and they would ethd Bring it to Montpelier or to girlington Garage to Have it work-d on and i Have Had it worked on three times and Poulin was able to give me a Rental car to use But now i Have Been with out a Vehicle for about 2 month and my Vehicle was Sittins at girlington Garage for about 2 weeks then it got towed across the Road to Poulin and it Sat there for about too more

Amount of loss: \_\_\_\_\_

Relief you desire:

i feel like Poulin should Pay the Rest of my car Payment off for taking this long to work on my car.

If additional space is needed, you may attach additional pages.

**Please remember to send documentation by email to [ago.cap@vermont.gov](mailto: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.

Weeks Before it finally got towed down  
to Montpelier and it has been there since  
I've called Pauline in South Burlington and they  
won't return my phone calls or tell me what  
is wrong with my vehicle and when I call  
the Pauline down in Montpelier they say  
they are waiting on a part but will not  
tell me what part it is so I went to  
Shear Chev's to see what I could do  
and what my option would be and they  
referred me to the Attorney General to  
see what you guys could do for me  
so this is why I'm sitting around of you  
guys to see what you can help me with  
I've been without my vehicle for  
about 2 months and I'm still paying  
on it even though I don't have it and  
when I bought the vehicle I never got  
to see it or test drive it next  
things I know I was filling out paper  
work for it and I guess I purchased  
an extended warranty for it that I never  
got paper work on or sent in the to me  
about the warranty for my car.





FORM BEA-3 • TO REORDER CALL  
GREAT AMERICAN 1-800-231-0329

## BUYERS GUIDE

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

CHEVROLET  
VEHICLE MAKE

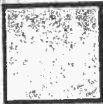
EQUINOX  
MODEL

2011  
YEAR

CEC7B6360927  
VIN NUMBER

DEALER STOCK NUMBER (Optional)

**WARRANTIES FOR THIS VEHICLE:**



## AS IS-NO WARRANTY

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



## WARRANTY

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

**SYSTEMS COVERED:**

**DURATION:**

CUSTOMER HAS PURCHASED AN EXTENDED  
SERVICE CONTRACT

VEHICLE IS COVERED BY PURCHASED  
WARRANTY ONLY

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

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

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



# Dealer Report of Sale – Temporary Registration

DEPARTMENT OF MOTOR VEHICLES  
Agency of Transportation  
dmv.vermont.gov

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

THIS FORM MUST BE COMPLETED IN FULL AND IS NOT VALID FOR INTRANSIT PERMITS

Dealer: POULIN AUTO SALES Dealer #: 329  
Owner(s): MATTHEW RODRIGUE  
Address: \_\_\_\_\_

Vehicle: CHEVROLET EQUINOX 2011 GRAY 08/23/16  
Make Model Year (e.g. 2012) Color Date Purchased

Vehicle Identification Number: \_\_\_\_\_ Auto/Truck: \_\_\_\_\_ Registration Plate # / Temporary Plate #  
Date Issued: 08/23/16 Date Expires: 10/21/16

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

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

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

Motor Vehicle Trade In:

CHEVROLET 2009 GB0930  
Make Year (e.g. 2009) Plate #  
Vehicle Identification Number: \_\_\_\_\_

|                  |    |                  |
|------------------|----|------------------|
| Purchase Price   | \$ | <u>11,449.00</u> |
| Trade-In Credit  | \$ | <u>4,000.00</u>  |
| Net Taxable Cost | \$ | <u>7,449.00</u>  |
| Tax Due          | \$ | <u>446.94</u>    |
| Registration Fee | \$ | <u>N/A</u>       |
| Transfer Fee     | \$ | <u>25.00</u>     |
| Title Fee        | \$ | <u>46.00</u>     |
| Warranty Fee     | \$ | <u>N/A</u>       |
| Misc.            | \$ | <u>N/A</u>       |
| TOTAL            | \$ | <u>517.94</u>    |

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

## ODOMETER DISCLOSURE STATEMENT

I state the odometer now reads 139,879 (no tenths) and I hereby certify to the best of my knowledge that (check applicable statement below):

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

Dealer/Lessor Name (Print): POULIN AUTO SALES Phone #: (802) 476-1119

Dealer/Lessor Address: 1795 Shelburne RD South Burlington, VT 05403

Dealer/Lessor Signature: \_\_\_\_\_

Buyer/Lessee Name (Print): MATTHEW RODRIGUE

Buyer/Lessee Address: \_\_\_\_\_

Buyer/Lessee Signature: \_\_\_\_\_

Date of Statement: 08/23/16 Date To Lessee: 08/23/16

Date From Lessee: 08/23/16

WHITE – DMV

YELLOW – DEALER

PINK – CUSTOMER

105288

SALESMAN LEA MACOMBER

DEL. DATE 08/23/16.

CUSTOMER

(FOR APPOINTMENT CALL SERVICE DEPT.)

APPROVED

MGA.

CUSTOMER

105288

## HEAVEN'S C

08/23/16

DATE:

APPROVED BY:

MGR

# Poulin Auto Sales of South Burlington

1795 Shelburne Road • South Burlington, VT 05403 •

Phone: (802) 859-0090 • Fax: (802) 859-0085

www.poulinautosales.com

BUYER: MATTHEW RODRIGUE

ADDR: LEA MACOMBER

CO-BUYER: N/A

CITY/STATE: 05403, VT

| YEAR | MAKE      | MODEL   | BODY | CYL | COLOR | MILES   |
|------|-----------|---------|------|-----|-------|---------|
| 2011 | CHEVROLET | EQUINOX | SUV  |     | GREY  | 139,879 |

| VIN | SALES REP | SALES MGR | STOCK NUMBER |
|-----|-----------|-----------|--------------|
|     | LM        | HQU       | 360927       |

## LIENHOLDER:

Heritage Family Credit Union

30 Allen Street

Rutland VT 05701

## LIEN PAYOFF TO:

VT STATE EMPLOYEES C.U.

PO BOX 67 MONTPELIER, VT 05601

SALE PRICE OF VEHICLE 10,950.00

GAP INSURANCE N/A

EXTENDED SERVICE PLAN 2,500.00

VSI OR CREDIT UNION MEMBERSHIP DUES N/A

DOCUMENTATION FEE 499.00

SALES TAX 446.94

REGISTRATION FEES 71.00

LESS TRADE 4,000.00

TRADE PAYOFF 3,386.47

DOWN PAYMENT CASH/CHECK/MO/CARD 505.41

TOTAL SALE PRICE 13,348.00

BALANCE DUE FROM LIENHOLDER 13,348.00

BALANCE DUE AT TIME OF DELIVERY CASH/CHECK/MO/CARD 505.41

SIGNATURE X [Signature]

SIGNATURE X \_\_\_\_\_

## DESCRIPTION OF TRADE-IN #1

| STATE |         | TITLE NUMBER |            |       |           |
|-------|---------|--------------|------------|-------|-----------|
| VT    |         | G8D930       |            |       |           |
| YEAR  | MAKE    | MODEL        | BODY STYLE | COLOR | STOCK NO. |
| 2005  | CHEVROL | AHOE40R      | 1500       | BLU   | S118638   |

VIN \_\_\_\_\_ MILEAGE \_\_\_\_\_

177,539

| ALLOWANCE | PAYOFF DOLLARS | NET    |
|-----------|----------------|--------|
| 4,000.00  | 3,386.47       | 613.53 |

## DESCRIPTION OF TRADE-IN #2

|       |      |       |               |       |              |
|-------|------|-------|---------------|-------|--------------|
| STATE |      |       | TITLE NUMBER  |       |              |
| VT    |      |       |               |       |              |
| YEAR  | MAKE | MODEL | BODY<br>STYLE | COLOR | STOCK<br>NO. |
|       |      |       |               |       |              |

VIN \_\_\_\_\_ MILEAGE \_\_\_\_\_

0

| ALLOWANCE | PAYOFF DOLLARS | NET |
|-----------|----------------|-----|
| N/A       | 3,386.47       |     |

TOTAL NET TRADES:

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

|   |   |
|---|---|
| Name of Buyer(s)<br><br>MATTHEW RODRIGUE  | Date<br><br>08/23/16                              |
| Trade-in or Cancellation of Lease<br><br>Dealership allowance for trade-in: \$ <u>4,000.00</u><br><br>Amount owed on trade-in or lease<br>as of <u>08/23/16</u> (date): \$ <u>3,386.47</u><br><br><b>EQUITY</b> <input type="checkbox"/> POSITIVE <input checked="" type="checkbox"/> NEGATIVE**<br><br>**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. | <br><br><br><br><br><br><br><br><br><br>\$ 613.53 |

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

|   |  |
|---|--|
| <b>CASH PRICE</b> of vehicle (rebates, if any, have been deducted in determining the cash price.)                                   | \$<br><br>11,449.00                                |
| <b>AMOUNT FINANCED</b> on motor vehicle retail installment contract   | \$<br><br>13,348.00                                |
| The <b>AMOUNT FINANCED</b> on the motor vehicle retail installment contract as a percentage of the <b>CASH PRICE</b> of the vehicle | <br><br>117 %                                      |
| Buyer: <u>Matthew</u><br>Co-Buyer: _____  | Date: _____<br>08/23/16<br>Date: _____<br>08/23/16 |
| Name of Dealership<br>Street Address<br>City, State, Zip<br>Telephone No.   |  |
| Poulin Auto Sales of So. Burl<br>1795 Shelburne RD<br>South Burlington, VT 05403<br>(802) 859-0090                                  |  |

White Copy - Retail Contract

Yellow Copy - Customer Copy

Pink Copy - Dealer Copy



# RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

OTHER IMPORTANT AGREEMENTS

Dealer Number: 329

Contract Number: N/A

|  |   |  |
|--|---|--|
| Buyer Name and Address<br>(Including County and Zip Code)<br>MATTHEW RODRIGUE<br>[REDACTED]<br>LANCASTER, MA 01906 | Co-Buyer Name and Address<br>(Including County and Zip Code)<br>N/A<br>N/A<br>N/A | Seller/Creditor (Name and Address)<br>POULTON AUTO SALES AND FINANCE<br>1795 Shelburne Rd.<br>South Burlington, VT 05403 |
|--|---|--|

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 or 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<br>USED | Year<br>2011 | Make and Model<br>CHEVROLET EQUINOX | Vehicle Identification Number<br>2GNFL0EC7B63509270 | Primary Use For Which Purchased<br><input type="checkbox"/> Personal, family, or household unless otherwise indicated below.<br><input type="checkbox"/> Business<br><input type="checkbox"/> Agricultural |
|------------------|--------------|-------------------------------------|---|--|

| FEDERAL TRUTH-IN-LENDING DISCLOSURES                                |   |  |   |  |
|---|---|--|---|--|
| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit including your down payment. |
| 18.00%  | \$ 9,249.95   | \$ 13,348.00   | \$ 22,597.90  | \$ 23,716.90   |

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 Vendors Single Interest Insurance 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 \$ N/A

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

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.

Your Payment Schedule Will Be:

|                    |                    |                            |
|--------------------|--------------------|----------------------------|
| Number of Payments | Amount of Payments | When Payments Are Due      |
| 77                 | 293.48             | Monthly beginning 09/22/16 |
| 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 \$ 10.00 or 5% of the portion of the payment that is late, whichever is greater.

Prepayment: If you pay off a loan 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  | \$ 10,950.00         |
| 2. Total Downpayment   |                      |
| Trade-In   | 2005 CHEVROLET TAHOE |
| (Year) (Make) (Model)  |                      |
| Gross Trade-In Allowance   | \$ 4,000.00          |
| Less Pay Off Made By Seller  | \$ 3,386.67          |
| Equals Net Trade-In  | \$ 613.33            |
| Cash   | \$ 565.41            |
| Other  | \$ N/A               |
| (If total downpayment is negative, enter 0 and see 4(b) below)   | \$ 1,178.94          |
| 3. Unpaid Balance of Cash Price (minus 2)  | \$ 9,831.06          |
| 4. Other Charges Including Amounts Paid on Others on Your Behalf<br>(Seller may keep part of these amounts): |                      |
| A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies                                  | N/A                  |

## Other Optional Insurance

☐ 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

Type of Insurance Term

N/A



|  |  |     |                               |    |               |
|--|--|-----|-------------------------------|----|---------------|
| to   | N/A  | for | SALES TAX                     | \$ | 446.94        |
| to   | N/A  | for | N/A                           | \$ | N/A           |
| to   | N/A  | for | N/A                           | \$ | N/A           |
| G  | Government License and/or Registration Fees                          |     |                               | \$ | N/A           |
| H  | Government Certificate of Title Fees                                 |     |                               | \$ | 35.00         |
| I  | Other Charge (Seller must identify who is paid and describe purpose) |     |                               | \$ | 35.00         |
| to   | VT STATE EMPLOY  | for | Prior Credit or Lease Balance | \$ | N/A           |
| to   | POULIN AUTO SALES  | for | DOC FEE                       | \$ | 199.00        |
| to   | ROYAL ADMINISTR  | for | SERVICE CONTRACT              | \$ | 2,500.00      |
| 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           |
| 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 for Others on Your Behalf |  |     |                               | \$ | N/A           |
| Amount Financed (3 + 4)  |  |     |                               | \$ | 3,516.94 (4)  |
|  |  |     |                               | \$ | 13,348.00 (5) |

**X** N/A  
Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**X** 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 (debit 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 of the terms and conditions it provides. It is a part of this contract.

Term \_\_\_\_\_ N/A \_\_\_\_\_ Mths \_\_\_\_\_

Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract \_\_\_\_\_

Buyer Signs **X** N/A

**NOTICE:** ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_

**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.

**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.

**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.**

**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** N/A  
Co-Buyer Signs **X** N/A

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 back for other important agreements.

**ADVICE TO RETAIL BUYER:** Do not sign this contract in haste. 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 confirm that you received a completely filled-in copy when you signed it.

Buyer Signs **X** N/A Date 08/23/16 Co-Buyer Signs **X** N/A Date N/A

**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 who 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** N/A Address N/A

Other Owner Signs **X** N/A Date 08/23/16 By **X** N/A Title N/A

Other Owner Signs its interest in this contract to: **Heritage Family Credit Union** (Assigned under the terms of Seller's agreement) with Assignee: **POULIN AUTO SALES**

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

# RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number **329**

Contract Number **N/A**

|  |  |   |
|--|--|---|
| Buyer Name and Address<br>(Including County and Zip Code)<br><b>MATTHEW RODRIGUE</b> | Co-Buyer Name and Address<br>(Including County and Zip Code)<br><b>N/A</b> | Seller-Creditor (Name and Address)<br><b>POULIN AUTO SALES</b><br><b>1795 Shelburne RD</b><br><b>South Burlington, VT 05403</b> |
|--|--|---|

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<br><b>USED</b> | Year<br><b>2011</b> | Make and Model<br><b>CHEVROLET EQUINOX</b> | Vehicle Identification Number<br><b>1G1ZC5E21JL111111</b> | Primary Use For Which Purchased<br>Personal, family, or household, unless otherwise indicated below<br><input type="checkbox"/> business <input type="checkbox"/> agricultural |
|-------------------------|---------------------|--|---|--|

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit, including your down payment of \$ <b>1,118.94</b> is <b>\$ 24,310.57</b> |
|---|---|--|---|---|
| <b>19.00 %</b>  | <b>\$ 9,843.63</b>  | <b>\$ 13,348.00</b>  | <b>\$ 23,191.63</b>   |   |

## Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due              |
|--------------------|--------------------|------------------------------------|
| <b>77</b>          | <b>\$ 301.19</b>   | <b>Monthly, beginning 09/22/16</b> |
| <b>N/A</b>         | <b>N/A</b>         | <b>N/A</b>                         |

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.

**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.

## ITEMIZATION OF AMOUNT FINANCED

|   |                         |
|---|-------------------------|
| 1 Cash Price  | <b>\$ 10,950.00 (1)</b> |
| 2 Total Downpayment = <b>2005 CHEVROLET TAHOE</b>               |                         |
| Trade-In (Year) (Make) (Model)                                  |                         |
| Gross Trade-In Allowance  | <b>\$ 4,000.00</b>      |
| (Less Pay Off Made By Seller)                                   | <b>\$ 3,386.47</b>      |
| Equals Net Trade-In   | <b>\$ 613.53</b>        |
| + Cash  | <b>\$ 505.41</b>        |
| + Other   | <b>\$ N/A</b>           |
| (If total downpayment is negative, enter "0" and see 4 below)   | <b>\$ 1,118.94 (2)</b>  |
| 3 Unpaid Balance of Cash Price (1 minus 2)                      | <b>\$ 9,831.06 (3)</b>  |
| 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  | <b>N/A</b>              |
| Life  | <b>\$ N/A</b>           |
| Disability  | <b>\$ N/A</b>           |

## Other Optional Insurance

☐ **N/A** Type of Insurance Term

Premium \$ **N/A**

Insurance Company Name **N/A**

Home Office Address **N/A**

☐ **N/A** Type of Insurance Term

Premium \$ **N/A**

Insurance Company Name **N/A**



|   |                                 |    |           |
|---|---------------------------------|----|-----------|
| F. Government Taxes Not Included in Cash Price:                           |                                 |    |           |
| to: N/A   | for: N/A                        |    |           |
| to: VT DMV  | for: SALES TAX                  | \$ | 446.94    |
| to: N/A   | for: N/A                        | \$ | N/A       |
| to: N/A   | for: N/A                        | \$ | N/A       |
| G. Government License and/or Registration Fees:                           |                                 |    |           |
| to: N/A   | for: N/A                        | \$ | 36.00     |
| H. Government Certificate of Title Fees:                                  |                                 |    |           |
| to: N/A   | for: N/A                        | \$ | 35.00     |
| I. Other Charges (Seller must identify who is paid and describe purpose): |                                 |    |           |
| to: VI STATE EMPLOY   | for: Prior Credit/Lease Balance | \$ | N/A       |
| to: POULIN AUTO SALES   | for: DOC FEE                    | \$ | 499.00    |
| to: ROYAL ADMINISIR   | for: SERVICE CONTRACT           | \$ | 2,500.00  |
| 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       |
| 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:            |                                 | \$ | 3,516.94  |
| 5. Amount Financed: (3 + 4)   |                                 | \$ | 13,348.00 |

I want the insurance checked above:

X N/A

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

X 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

Name of Gap Contract: \_\_\_\_\_

I want to buy a gap contract: \_\_\_\_\_

to sign this contract: N/A

Buyer Signs X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_

☐ 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 \$ \_\_\_\_\_ and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

**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 Matthew Poole 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 confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Matthew Poole Date 08/23/10

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

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 N/A

Seller signs: POULIN AUTO SALES Date 08/23/10 Address: N/A

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: POULIN AUTO SALES By: [Signature] Title: \_\_\_\_\_



**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Thursday, May 04, 2017 10:25 AM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

|   |                      |
|---|----------------------|
| <b>Your First Name</b>                      | Karen and Joshua     |
| <b>Your Last Name</b>                       | LaFave               |
| <b>Confirmation Number</b>                  | WB17-00416           |
| <b>Your E-Mail Address</b>                  |                      |
| <b>Your Daytime Phone</b>                   |                      |
| <b>Daytime Phone Type</b>                   | Mobile               |
| <b>Your Age</b>                             | 54                   |
| <b>Your Mailing Address</b>                 |                      |
| <b>Your City</b>                            |                      |
| <b>Your State</b>                           |                      |
| <b>Your Zip Code</b>                        |                      |
| <b>Your Alternate Phone</b>                 |                      |
| <b>Alternate Phone Type</b>                 | Office               |
| <b>Is your complaint about:</b>             | An automobile dealer |
| <b>Business Name or Person's First Name</b> | Formula Ford         |
| <b>Business Phone (1)</b>                   | 8027739168           |
| <b>Phone (1)</b>                            | Office               |

|   |  |
|---|--|
| <b>Type</b>   |  |
| <b>Business Phone (2)</b>                             | 8027739168   |
| <b>Business E-Mail Address</b>                        | <a href="mailto:robert.rohrig@formulafordrutland.com">robert.rohrig@formulafordrutland.com</a>   |
| <b>Business Address</b>                               | 4318 Middle Rd   |
| <b>Business City</b>                                  | Rutland  |
| <b>Business State</b>                                 | VT   |
| <b>Business Zip Code</b>                              | 05701  |
| <b>Business Website/URL</b>                           | <a href="http://www.formulafordrutland.com">www.formulafordrutland.com</a>   |
| <b>Description</b>                                    | <p>Purchased a used car at the beginning of November. Financed it thru VSECU. The bank notified us a few months ago that they hadn't received the title. We went to Formula ford and they told us that it was being held up by a DMV in DC. The car was sold to them by a gentlemen who's father had passed away, who had lived in DC. They still didn't have the title. The salesman had told that story to my son, Joshua. This was the first time they had to re-issue him paper plates for his car. Josh is on the 4th paper plate since purchasing the car. The date of the cars purchase has been changed by the dealer for each temporary registration submitted to DMV. This has occurred 4 times.</p> <p>Josh went to dealer on 5/2 to get the 4th paper plate and was told that they had received the paperwork from DC and that they would have the title before this plate ran out. They also told us the same story 3 weeks ago when Josh and I both went to see them. The salesman that sold us the car acted like he didn't know what the story was until I reminded him what he had told Josh this previously.</p> |
| <b>Amount of loss:</b>                                | 4595.00  |
| <b>How would you like this matter to be resolved?</b> | Would like a different car, same payments, same beginning mileage of 34,000 and new tires as we have replaced the tires already on this car. Would also like what has been paid already to be accounted for.   |
| <b>Incident Date</b>                                  | 11/1/2016 12:00:00 AM  |

2017-03539 (ID 142197)  
From: webteam@uvm.edu on behalf of Anna Adams via The University of Vermont  
<webmaster@uvm.edu>  
Sent: Tuesday, May 30, 2017 12:01 PM  
To: AGO - CAP  
Subject: 2017-03539

Submitted on Tuesday, May 30, 2017 - 12:00

Complaint Number: 2017-03539

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

Complaint Status: unresolved Consumer Full Name: Anna Adams Business Name: Capital  
City and Alley

Financial Business Contact: Ed Farr Response/update to complaint: I think Ally  
Financial might also be

involved because the check was made out to Ally Financial for the \$17, plus dollars.  
And according to what I had left on the Regal I should have gotten a reimbursement  
plus Capital City

never should have rolled over any into the Verano.

Attach files to include in your complaint:

The results of this submission may be viewed at:  
<https://www.uvm.edu/node/244671/submission/4614>



**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Saturday, May 13, 2017 1:06 PM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

|   |                      |
|---|----------------------|
| <b>Your First Name</b>                    | Anna                 |
| <b>Your Last Name</b>                     | Adams                |
| <b>Confirmation Number</b>                | WB17-00446           |
| <b>Your E-Mail Address</b>                |                      |
| <b>Your Daytime Phone</b>                 |                      |
| <b>Daytime Phone Type</b>                 | Home                 |
| <b>Your Age</b>                           | 65                   |
| <b>I am a...</b>                          | Senior               |
| <b>What is the name of your business?</b> | Capital City         |
| <b>Your Mailing Address</b>               |                      |
| <b>Your City</b>                          |                      |
| <b>Your State</b>                         |                      |
| <b>Your Zip Code</b>                      |                      |
| <b>Your Alternate Phone</b>               |                      |
| <b>Alternate Phone Type</b>               | Mobile               |
| <b>Is your complaint about:</b>           | An automobile dealer |
| <b>Business Name or</b>                   | Ed                   |

|  |  |
|--|--|
| Person's First Name                                      |  |
| Person's Last Name                                       | Farr   |
| Business Phone (1)                                       | 8022230001   |
| Phone (2) Type   | Office   |
| Business Address   | 1162 US Route 2  |
| Business City  | Berlin,  |
| Business State   | VT   |
| Business Zip Code  | 05602  |
| Business Website/URL                                     | <a href="http://www.capitalcityautomart.com">www.capitalcityautomart.com</a> |
| Is your complaint about a vehicle you purchased?         | Yes  |
| What is the year of your vehicle?                        | 2011 Buick   |
| What is the make and model of your vehicle?              | Regal  |
| Is the vehicle new or used?                              | New  |
| Where did the vehicle receive its last state inspection? | Vermont  |
| When was the vehicle purchased?                          | 12/17/2010   |
| What was the purchase price?                             | 22238.00   |
| Vehicle mileage at                                       | 234  |



|   |   |
|---|---|
| <b>time of purchase:</b>                              |   |
| <b>Current mileage on the vehicle:</b>                | 000   |
| <b>Which of the following apply to the vehicle?</b>   | Manufacturer's original warranty  |
| <b>Description</b>                                    | <p>I am writing to make a complaint because I believe that Capital City pocket some money from my car accident in 2013. I purchased the above vehicle on al lease for 3 years with a payment of \$460.00 a month for 3 years. I had the car for 25 months when I was in a head on collision and it totaled the Regal. I only had 11 months left to pay on the lease. Once the car was totaled I bought a 2013 Buick Verano, not sure of the price as I cannot find paperwork for that. Have tried to get info from the Bank and will not give to me. Says my attorney has to call who is handling the case. The attorney is not interested at the moment to investigate to am sending this to you. When I bought the Verano no payment had been made on the Buick that was totaled. The garage estimated that I would have around 4,000 left after the insurance paid for the totaled vehicle which they rolled into the new one. Well my question is if I only owed 11 months on the Regal which comes up to \$5,060.00 and I have prove that my insurance company paid 17,485.00. So two questions one is where is the difference between what I still owed of \$5,060 and the 17,485. This looks like a difference of \$12,325 for that. Now the second question is why did the roll over the \$4,000 plus and not refund when the Regal was paid off. Because of the way they did things I lost my Verano and have a negative balance on my credit report of \$12,000, not quite sure the exact amount.</p> |
| <b>Amount of loss:</b>                                | Between \$6000.00 and \$12,325.   |
| <b>How would you like this matter to be resolved?</b> | It to be looked into and if I am right and owed money would like the reimbursement.   |
| <b>Incident Date</b>                                  | 2/28/2014 12:00:00 AM   |



Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-3539 (ID 146675

From: AGO - CAP

Sent: Tuesday, July 25, 2017 10:46 AM

To:

Subject: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint

#2017-3539

Attachments: FAX\_20170721\_1500669195\_113 (ID 146530).pdf

Re: Complaint #2017-03539

Dear Anna Adams,

Thank you for contacting the Consumer Assistance Program with your recent update; it has been added to your complaint file and will remain as a public record with our office for 6 years. At this time, however, we are unable to re-open your complaint.

Based on the questions you presented in your update, our office recommends that you contact Ally Financial directly to speak with them about your remaining concerns. From the business' latest correspondence, it appears that you can contact Nikki Tippen at 972-537-2439 to further discuss your concerns.

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

Sincerely,

Cameron Randlett  
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](http://www.uvm.edu/consumer)  
Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)



Capital City Complaint # 2017-03539 (ID 142507)  
From: csh  
Sent: Thursday, June 01, 2017 11:14 AM  
To: AGO - CAP  
Subject: Capital City Complaint # 2017-03539

I have not heard anything from capital city yet and I did send an update the other day because I think according to the letter I have the insurance company paid Ally Financial Directly the \$17, plus and Capital city only rolled money from the regal to the verano.  
Thanks

Anna Adams



Case against Ally Financial and Capital city. (ID 143193)

From: csh [REDACTED]  
Sent: Monday, June 12, 2017 5:51 PM  
To: AGO - CAP  
Subject: Case against Ally Financial and Capital city.

Cameron

Here is the account of the events leading up to me filing these complaints.

One against Ally Financial and one against Capital City. I leased a Buick Regal on December 16, 2010 for \$22,126.56 I had made 24 months of payments a \$460.97. On January 23, 2013 I was in a head on collision with this car and it was totaled. At that time I still had 24 months on the car which equaled \$11,063.28. This car was financed through Ally Financial. Around January 26 2013 I purchased a Buick Verano from the same company. I was told that they needed to roll over around \$4,000 into the new car from the Buick Regal which I did not think much about. We did the paper work and I had my new car.

On February 28, 2014 I received a letter from State Farm which was my insurance company at the time saying they had turned this over to Attorneys Javitch, Block & Rathborne, LLP, phone number 216-623-0000, saying party responsible for the accident's insurance company was not responding to any contact and that they paid \$17,485.00 and Deductible of \$1,000. Now not sure if the \$17,485.00 includes the \$1,000 or if that was above the \$17,485. At this point I think we are looking at the difference between the \$17,485.00 and the \$11,063.28 which is \$6,421.73. There appears to be a year longer than I thought on the lease before. I am now questioning the fact that Capital City rolled anything over since it appears the Regal was paid off. So I feel that Ally Financial needs to account for the \$6,421.73. Also Capital City needs to account for what they rolled over from the Buick to the Verano. I no longer have the Verano as I could not afford the payment.

I know Ed Farr told you that I still owed around \$12, something which is true but that was the balance on the Verano after they sold it at auction. I do owe that on the Verano not on the Regal. Hope this is better written and if you have any questions please call me at

This issue is still not settled to my satisfaction and I you wanted a little more information on this. Hope it helps.  
Thank you.

Anna Adams

Anna Adams







## FAX COVER SHEET

---

To:

From: "Tippen, Knicarol"  
<Knicarol.Tippen@ally.com>

Company:

Date: 06/22/17

Fax Number: 8023041014

Pages: (Incl. cover) 2

Re: Extension Request\_2017 - for Anna Adams - Thompson

---

**Notes:**

Attn: Anna Lee

As discussed, please see attached written request for an extension of response date for complaint # 217-03539; Anna Adams - Thompson.

Feel free to contact me directly if there are any questions.

Nikki Tippen  
Executive Customer Relations  
Ally Financial  
(972) 537 - 2439



P.O. Box 5161  
Southfield, MI 48066-5161

June 22, 2017

Vermont Attorney General Office  
Consumer Assistance Program  
Attn: Anna Lee (for Cameron Randlett)  
Fax: (802) 304-1014

Re: Complaint ID 2017-03539: Anna Adams - Thompson

Dear Mr. Randlett,

Your letter dated June 14, 2017, on behalf of Anna Adams - Thompson, was referred to me to review and respond. Because additional research is necessary to fully address Ms. Adams's concerns, we are writing to request an extension of time to respond. If you could please grant an extension until July 21, 2017 it would be appreciated. We previously requested a response on June 22, 2017 by telephone; however after speaking with Anna Lee, I advised that I would send a written request.

If you have any concerns with this request, please contact me at (972) 537 - 2439 to discuss.

Sincerely,

A handwritten signature in black ink that reads "Nikki Tippen".

Nikki Tippen  
Executive Customer Relations  
Ally Financial

File # 37332

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**ALLY Executive Customer Relations ♦ Facsimile Cover Sheet**

**To:** Mr. Randlett  
**Company:** Office of the Attorney General of Vermont  
**Phone:** 802-656-3183  
**Fax:** 802-304-1014

**From:** Knicarol Tippen  
**Company:** Ally Financial  
Executive Office ♦ Customer Relations  
**Phone:** 972-537-2439  
**Fax:** 904-425-7862

**Date:** 7/21/2017  
**Pages including cover page:** 7

Good Afternoon Mr. Randlett,

Attached is our response for Ms. Anna Adams.

Please give me a call if you need anything else.

Thank you.

Knicarol Tippen

The information contained in this facsimile message is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at the above number.

Thank you.....Ally.



P.O. Box 5161  
Southfield, MI 48066-5161

July 21, 2017

Office of the Attorney General of Vermont  
Consumer Assistance Program  
Attn: Cameron Randlett  
109 State Street  
Montpelier, VT 05609

Re: Anna Adams-Thompson / Ally Auto Accounts #

Dear Mr. Randlett:

We are in receipt of your correspondence on behalf of Anna Adams-Thompson, which was forwarded to me for review and a response.

Our records show that Ms. Adams-Thompson is represented by attorney Rusty Valsangiacomo, who has indicated Ally should no longer contact him or his client, Ms. Adams-Thompson; therefore, we are responding directly to you.

Ms. Adams-Thompson believes that she is entitled to receive the insurance surplus from the insurance proceeds that were paid to Ally from the total loss of Ms. Adams-Thompson's leased vehicle.

On December 17, 2010, Robert Thompson, as lessee, and Anna Adams-Thompson, as co-lessee, ("Lessees") entered into a 48-month SmartLease Agreement ("Lease Agreement") with Capitol City Auto Mart, Inc. of Montpelier, VT ("Dealership") for the lease of a 2011 Buick Regal CXL (the "Leased Vehicle"). In the Agreement, they both agreed to make 48 monthly payments of \$463.30 on the 17<sup>th</sup> of each month beginning on December 17, 2010. The Lease Agreement was assigned to Ally Financial ("Ally"). A copy of the Lease Agreement is enclosed for your review.

On January 28, 2013, Anna Adams-Thompson, as buyer, and Robert Thompson, as co-buyer, entered into a 72 month Retail Installment Sale Contract ("Contract") with the Dealership for the purchase of a 2013 Buick Verano (the "Purchased Vehicle"). In the Contract, both agreed to make 72 monthly installments of \$434.43 on the 14<sup>th</sup> of each month beginning on March 14<sup>th</sup>, 2013. The Contract was assigned to Ally. A copy of the Contract is enclosed for your review.

By signing both the Lease Agreement and the Contract, they both agreed to the terms and agreed they had the opportunity to review the terms before signing.

Our records indicate that the Leased Vehicle was deemed a total loss as of January 23, 2013. On February 21, 2013, we received check number 549662 for \$20,250.00 dated February 11, 2013 from State Farm Insurance Co. of Atlanta, GA, which was applied to the Lessees' account. Please be advised, the Leased Vehicle was not financed, so the Lessees had no ownership rights in the Leased Vehicle. The Lease Agreement only granted them the right to possession and use of the Leased Vehicle during the term of the Lease. Ally was the owner of the Leased Vehicle; therefore, the Lease Agreement permitted Ally to retain the surplus insurance proceeds.

On March 7, 2013, a letter was mailed to the Lessees' address of record advising them of a remaining balance due in the amount of \$1,645.17, (an insurance deductible of \$1,000.00, a past-due monthly payment of \$460.85, plus unpaid late charges of \$184.32). Please note, the account balance was charged off on March 7, 2013, and a 1099C was sent to the Lessees on March 14, 2014.

Ms. Adams-Thompson indicates that the Dealership told her they needed to roll over \$4,000.00 from the Leased Vehicle in order for her to purchase the Purchased Vehicle. Please understand that the dealerships with which Ally does business are independent businesses that we do not own or control. Ally does not participate in either the negotiations or discussions between the dealership and their customers. Ally purchases contracts or are assigned lease agreements only after the dealership and customer have entered into a contract or lease agreement. As a result, we are unable to comment on Ms. Adams-Thompson's discussions with the Dealership concerning the purchase of the Vehicle.

Our records show Ms. Adams-Thompson voluntarily surrendered the Purchased Vehicle, which was recovered on November 26, 2013; after the sale of the Purchased Vehicle, there was a remaining balance due in the amount of \$12,544.36. The remaining balance was charged off.

Based on our review, Ally handled both accounts in accordance with the terms specified in each of the contractual agreements; therefore, Ms. Adams-Thompson is responsible for the remaining balance owed for the Purchased Vehicle in the amount of \$12,544.36. We encourage Ms. Adams-Thompson to contact us at 1-800-241-0172 to make suitable payment arrangements.

We appreciate the opportunity to review and respond to your concerns. If I may be of further assistance, please contact me at 972-537-2439.

Sincerely,

Handwritten signature of Nikki Tippen in black ink, followed by the initials "g.s".

Nikki Tippen  
Executive Customer Relations  
Ally Financial  
Enclosures  
File No. 37332

# RETAIL INSTALLMENT SALE CONTRACT GMAC FLEXIBLE FINANCE PLAN

|  |   |
|--|---|
| <b>DEAL 20214</b><br>Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)<br>ANNA ADAMS-THOMPSON<br>ROBERT THOMPSON | Dealer Name and Address<br>CAPITAL CITY AUTO MART INC<br>PO BOX 126<br>MONTPELIER, VT 05601 |
|--|---|

You, the Buyer (and Co-Buyer, if any) may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit and the agreement on the front and back of this contract. You agree to pay the Credit the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. Description of Vehicle: You agree to buy the Credit the following vehicle:

|             |      |                |           |                            |  |
|-------------|------|----------------|-----------|----------------------------|--|
| New or Used | Year | Make and Model | Body Type | Vehicle Identification No. | Use for Which Purchased  |
| NEW         | 2013 | BUIC VERANO    | FWD 1SD   | 104PP583D41Z1010           | <input checked="" type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural |

If used—Describe body and major items of equipment sold:

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit, including your down payment of \$ 1,500.00. |
|---|---|--|---|--|
| 4.90%   | \$ 4280.26  | \$ 25998.70  | \$ 31278.96   | \$ 32778.96  |

| Number of Payments | Amount of Payments | When Payments Are Due        | Or as Follows |
|--------------------|--------------------|------------------------------|---------------|
| 72                 | \$437.42           | Monthly beginning 05/14/2013 |               |

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the late payment, with a minimum of \$1.  
 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 the other side of 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 (Include any accessories and services)

2 Total Downpayment + (if negative, enter "0" and show the "0" below)

|                   |             |          |         |                  |         |
|-------------------|-------------|----------|---------|------------------|---------|
| Down Payment      | \$ 1,500.00 | Trade-In | \$ 0.00 | Other (Describe) | \$ 0.00 |
| Total Downpayment | \$ 1,500.00 |          |         |                  |         |

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts):

|  |         |
|--|---------|
| A Cost of Acquired Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle        | \$ 0.00 |
| B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below—Covering Certain Mechanical Repairs | \$ 0.00 |
| C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below                                   | \$ 0.00 |
| D Optional Fee Paid to Credit Purchasing Association (Describe)  | \$ 0.00 |
| E Taxes Not Included in Cash Price (Describe)  | \$ 0.00 |
| F Government License and/or Registration Fees (Describe)   | \$ 0.00 |
| G Government Certificate of Title Fee  | \$ 0.00 |
| H Other Charges (Specify must identify who will receive payment and describe purpose)  | \$ 0.00 |
| Total Other Charges and Amounts Paid to Others on Your Behalf  | \$ 0.00 |

5 Amount Financed—Unpaid Balance (1-4)

Insurance. If any insurance is checked below, the policies or warranties issued by the Insurance Company named will describe the terms and conditions. Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Credit. The cost of this insurance is shown in 4A of the itemization above.

|                                      |           |                                      |           |
|--------------------------------------|-----------|--------------------------------------|-----------|
| Insurance Company                    | Term      | Insurance Company                    | Term      |
| 1. Comprehensive Collision and other | 12 months | 2. Comprehensive Collision and other | 12 months |
| 3. Comprehensive Collision and other | 12 months | 4. Comprehensive Collision and other | 12 months |

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. 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.

Check the insurance desired: ☐ Life (Buyer/Co-Buyer) ☐ Both ☐ Disability, Accident and Sickness (Buyer Only)

This policy will pay amounts due on this contract up to \$ 0.00. Last policy coverage for life and any other credit insurance contracts is limited to \$ 0.00.

APPROVAL: I DESIRE TO OBTAIN THE CREDIT INSURANCE CHECKED ABOVE FOR THE PERSON PROPOSED FOR INSURANCE.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_ Co-Buyer Signature \_\_\_\_\_

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

See the other side of this contract for other important agreements, including your agreement to give the Credit a security interest in insurance premiums and proceeds.

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.

NOTICE TO BUYER: Do not sign this contract in blank. You agree to the terms of this contract. You confirm that before you signed this contract, the Credit gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Capital City Auto Mart Name Date 01/28/2013 Co-Buyer Signs X Capital City Auto Mart Name Date 01/28/2013

Co-Buyer and Other Owners: A co-buyer is a person who is responsible for paying the 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 the Credit in this contract.

Other Owner Signs Here X \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_

Creditor Name CAPITAL CITY AUTO MART INC Date 01/28/2013 Title CFO

Seller assigns its interest in this contract to \_\_\_\_\_ under the terms of Seller's agreement(s) with assignee.

Assigned with recourse \_\_\_\_\_ Assigned without recourse or with limited recourse \_\_\_\_\_

Seller By \_\_\_\_\_ Title \_\_\_\_\_ Capital City Auto Mart, Inc. CFO

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**OTHER IMPORTANT AGREEMENTS**

**Finance Charge.** The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. The Creditor will notify you each month of the amount and unpaid part of the Finance Charge, and that is the unpaid balance of the Amount Financed.

**Late Payments and Early Payments.** The amounts shown on the back of this contract for the Finance Charge, Total of Payments and Total Sales Price are based on the assumption that you will make each payment on the day it is due. You'll Finance Charge, Total of Payments and Total Sales Price will be more if you pay late and less if you pay early. If all your scheduled payments are equal, charges will take the form of more or fewer payments of the same amount, with a smaller final payment. If you had scheduled payments to be larger than your earlier scheduled payments, charges will take the form of a larger or smaller final payment. The Creditor will send you a notice before the due date of the final scheduled payment. The notice will show the amount of the unpaid balance and the new payment schedule.

**Ownership and Risk of Loss.** You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada, or to sell, rent, lease or otherwise transfer any interest in the vehicle or title without the Creditor's written permission. You agree not to expose the vehicle to misuse, misuse, or conversion, or other prohibited transfer, even if the vehicle was not the subject of judicial or administrative action. You will make sure the Creditor's security interest (owed on the vehicle) is shown on the title. If the Creditor pays any repair bills, storage bills, taxes, fees, or other charges on the vehicle, you agree to repay the amount when the Creditor asks for it.

**Security Interest.** You give the Creditor a security interest in (1) the vehicle and all parts or goods installed in it, (2) all records of goods received (warranties) for the vehicle, (3) all insurance, maintenance, service, or other contracts the Creditor finances for you, and (4) all proceeds from insurance, maintenance, service, or other contracts the Creditor finances for you. This includes any interest of someone or someone from the agreement. This security interest of all you own on this contract. It also secures your other agreements in this contract.

**Prepayment.** You may prepay the unpaid balance of the Amount Financed in full or in part at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of payment.

**Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but maybe as it's decided, if the Creditor buys either of these coverages, it will let you know what type it is and the charges you must pay. The charges will consist of the cost of the insurance and a finance charge, at the highest lawful contract rate. You agree to pay the charge to equal installment along with the payments required on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement check to repair the vehicle or to help you pay debt.

**Late Charge.** You will have to pay a late charge on each payment received by the Creditor more than ten days late. The charge is shown on the back. Absence of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps not listed below if there is any late payment.

**Optional Insurance, Maintenance, Service, or Other Contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If the Creditor repossesses the vehicle, the Creditor may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, the Creditor may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**Insurance, Maintenance, Service, or Other Contract Charges Returned to Creditor.** If the Creditor gets a refund of insurance, maintenance, service, or other contract charges, you agree that the Creditor may subtract the refund from what you owe.

**Required Repayment in Full Before the Scheduled Date.** If you fail to pay any payment when due, if a proceeding in bankruptcy, insolvency or reorganization is started by you or against you or your property, or if you break any of the agreements in this contract (default), the Creditor can demand that you pay all you owe on this contract at once (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and, to the extent allowed by law, any amounts due because you did not keep contract promises.

**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 THEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**Repossession of the Vehicle for Failure to Pay.** Repossession means that, if you fail to pay according to the payment schedule or if you break any of the agreements in this contract (default), the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, as long as it is done peacefully. If there is any personal property in the vehicle, such as clothing, the Creditor can take it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

**Getting the Vehicle Back After Repossession.** If the Creditor repossesses the vehicle you have the right to get it back (redeem) by paying the dollar amount you owe on the contract (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and all other amounts due, including the cost of taking and storing the vehicle and other expenses that the Creditor or the Creditor has paid. To the extent allowed by law, you must also cure any default in addition to repayment of what you owe. Your right to redeem will end when the vehicle is sold.

**Sale of the Repossessed Vehicle.** The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured the way any late charges and any charges for taking and storing the vehicle, meaning and advertising etc., and any attorney fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay the amount when asked, you may also be charged interest at the highest lawful rate until you do pay of you owe to the Creditor.

**Collection Costs.** If the Creditor hires an attorney who is not a salaried employee of the Creditor to collect what you owe, you will pay the attorney's reasonable fee, and any court costs and disbursements. In addition, you will pay any actual and reasonable out-of-pocket expenses incurred after initial in connection with the delinquency of the contract or the nonpayment or late payment of the vehicle.

**Delay in Enforcing Rights and Charges of this Contract.** The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor may allow the time for making some payments without demanding others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

**Warranty Under Disclaimers.** The following paragraph does not affect any warranties covering the vehicle but the vehicle manufacturer may provide. The following paragraph also does not apply if all the vehicle is a new vehicle.

Unless the Seller makes a written warranty, or enters into a service contract within 30 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranty of merchantability or of fitness for a particular purpose.

**Used Car Buyers Guide.** 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:**

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla de este vehículo tiene precedencia en el contrato de venta.

LEASEE (you, CO-LEASEE(s)) name and address, including county: **ROBERT THOMPSON**  
**ADAMS-THOMPSON**

Leasing address (if different):  
 Principal driver (if business use):

LESSOR (dealer):  
**CAPITOL CITY AUTO MART INC**  
**PO BOX 129**  
**MONTPELIER, VT 05601**

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.

☐ If this lease is checked, Lessor (dealer) will assign this lease and sell the vehicle to you at the end of the lease.

☐ If this lease is checked, Lessor (dealer) will assign this lease and sell the vehicle to you at the end of the lease.

☐ If this lease is checked, Lessor (dealer) will assign this lease and sell the vehicle to you at the end of the lease.

**THE VEHICLE YOU ARE LEASING**

|      |              |            |                  |         |                                |
|------|--------------|------------|------------------|---------|--------------------------------|
| Year | Make & Model | Body Style | Vehicle ID #     | Mileage | Primary Use                    |
| 2017 | BUICK REGAL  | CRU        | W0465EC281011907 | 234     | Personal, family, or household |

Dealer Invoice Price: \$5663.30

**FEDERAL CONSUMER LEASING ACT DISCLOSURES**

|   |                     |  |  |
|---|---------------------|--|--|
| 1. Amount Due at Lease Signing or Delivery (including down payment) | 2. Monthly Payments | 3. Other Charges (not part of your monthly payments) | 4. Total of Payments (The amount you will have paid by the end of the lease) |
| \$5463.30   | \$483.30            | \$0.00   | \$2729.40  |

5. Amount Due at Lease Signing or Delivery will be paid:

|                               |                           |
|-------------------------------|---------------------------|
| a. Capitalized cost reduction | b. Net in-lease allowance |
| \$5000.00                     | \$0.00                    |

6. Total of Payments Due at Lease Signing or Delivery will be paid:

|                           |                   |
|---------------------------|-------------------|
| a. Net in-lease allowance | b. Residual value |
| \$0.00                    | \$0.00            |

7. Your monthly payment is determined as follows:

|                           |                           |   |
|---------------------------|---------------------------|---|
| a. Gross capitalized cost | b. Net in-lease allowance | c. Total of Payments Due at Lease Signing or Delivery |
| \$5663.30                 | \$5000.00                 | \$663.30  |

8. Estimated Residual Value: \$0.00

9. Total of Payments Due at Lease Signing or Delivery: \$663.30

10. Estimated Residual Value: \$0.00

11. Total of Payments Due at Lease Signing or Delivery: \$663.30

12. Total of Payments Due at Lease Signing or Delivery: \$663.30

13. Total of Payments Due at Lease Signing or Delivery: \$663.30

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74. Total of Payments Due at Lease Signing or Delivery: \$663.30

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76. Total of Payments Due at Lease Signing or Delivery: \$663.30

77. Total of Payments Due at Lease Signing or Delivery: \$663.30

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97. Total of Payments Due at Lease Signing or Delivery: \$663.30

98. Total of Payments Due at Lease Signing or Delivery: \$663.30

99. Total of Payments Due at Lease Signing or Delivery: \$663.30

100. Total of Payments Due at Lease Signing or Delivery: \$663.30



449



Re{3} Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539 (ID 144555)  
From: csh  
Sent: Friday, June 23, 2017 9:33 AM  
To: AGO - CAP  
Subject: Re: Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539

Carmaron,

I am not sure why they need more time but I guess that is ok. It sounds to me like they have an issue on there end and they need to fix it. I also checked my credit report and it only listed the \$22, plus for the loan and it said paid off on time. Let me know if you grant the extra time. I am not ok with it but if it is legal then ok.  
Thanks

Anna Adams

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

From: AGO - CAP <AGO.CAP@vermont.gov>  
To: adamsanna  
Sent: Fri, Jul 23, 2017 8:24 am  
Subject: Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539  
Re: Complaint #2017-03539

Dear Anna Adams,

Attached is a copy of recent correspondence we have received from the business named in your complaint. Please review and provide a written update on your complaint at your earliest convenience.

Thank you.

Sincerely,

Cameron Randlett  
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](http://www.uvm.edu/consumer)  
Email: [ago.cap@vermont.gov](mailto:ago.cap@vermont.gov)

