

[3] Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-3539 (ID 146

From: AGO - CAP
Sent: Wednesday, July 26, 2017 11:14 AM
To: 'csh'
Subject: RE: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-3539

Re: Complaint #2017-03539

Dear Anna Adams,

Thank you for your inquiry. As our office is unable to provide legal advice, you may consider contacting Vermont Legal Aid for specific legal guidance to address your concerns.

Legal Aid can be reached at 800-889-2047.

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
Email: ago.cap@vermont.gov

From: csh | ~~_____~~
Sent: Tuesday, July 25, 2017 12:34 PM
To: AGO - CAP
Subject: Re: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-3539

Cameron

I did yesterday and was told they could not talk to me because I have an attorney. I told them this was not true. He had quit and they said I would need to get proof but I cannot. I am not sure what to do.
Thanks

Anna Adams

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: adamsanna <adamsanna>
Sent: Tue, Jul 25, 2017 10:43 am
Subject: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-3539
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.

Page 1

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
Email: ago.cap@vermont.gov

Fwd{3} Adams, Anna (Capitol City Buick GMC) CAP 2017-03539 (ID 141987)
From: Kim Gauthier <vtautocap@aol.com>
Sent: Wednesday, May 24, 2017 1:06 PM
To: AGO - CAP
Subject: Fwd: Adams, Anna (Capitol City Buick GMC) CAP 2017-03539
Attachments: 051517 Adams.htm

Good Afternoon,

We are sending this case back to you based on the fact that we received the following email from Ms. Adams stating she no longer has possession of either vehicle and has no supporting documentation pertinent to her complaint.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

(No subject)

Fro
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To
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vta
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Wed,
May
24,
2017
12:3
0 pm

I understand that you are handling a case I sent to the attorney general's office. I am wondering if you can update me on what is going on with the case. Also I do not have either car in my position all I have is paperwork on the Regal and non on the Verano. The Regal as I mentioned was totaled in the accident and the Verano was reposed because I could not afford the payment. It may be Allied Financial that needs to be questioned on the \$17, plus check they received but Capital City needs to be questioned on the Verano as they are the one who rolled over money from the Regal to the Verano which does not look like it should have happened.

My phone number is / _____ /ome

Fwd{3} Adams, Anna (Capitol City Buick GMC) CAP 2017-03539 (ID 141987)
or

Thanks

Anna Adams

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

From: AGO - CAP <AGO_CAP@vermont.gov>

To: ;

Cc: 'vtautocap@aol.com' <vtautocap@aol.com>

Sent: Fri, May 19, 2017 5:15 pm

Subject: Adams, Anna (Capitol City Buick GMC) CAP 2017-03539
5/19/2017

Anna Adams

Re: 2017-03539

Dear Anna Adams:

By copy of this letter, I am forwarding your complaint to the Vermont Auto Dealer Association. Your complaint has been referred to the Vermont Auto Dealers Association (VADA), because the business named in your complaint is a VADA member. Complaints regarding VADA members are reviewed by VADA and may be brought before the Auto Consumer Assistance Program Panel (AutoCAP). The panel is comprised of both dealer and consumer representatives and works to resolve complaints between dealers and consumers.

Please be advised that VADA will not process your claim if an attorney is involved, if the issue is currently in litigation, or if the vehicle is not in your possession.

I have included the contact information for VADA, should you need to contact their office regarding your complaint:

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

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

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

Thanks,
Crystal Baldwin
Consumer Advisor

Mailing Address:
Office of the Attorney General
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

RE{3} Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539 (ID 143435)
From: Ed Farr <edfarr@capitolcityautomart.com>
Sent: Wednesday, June 14, 2017 10:27 AM
To: AGO - CAP
Subject: RE: Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539

Cameron Randlett,
The matter is out of Capitol City's hands. Capitol City assigned the lease contract to Ally bank years earlier. Any explanation to what was owed should come directly from Ally bank or maybe Mrs. Adam's insurance company may be able to provide an accounting.
Sincerely,
Ed Farr

From: AGO - CAP [mailto:AGO.CAP@vermont.gov]
Sent: Wednesday, June 14, 2017 9:18 AM
To: Ed Farr <edfarr@capitolcityautomart.com>
Subject: Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539

Re: Complaint #2017-03539

Dear Sir/Madam:

Our records show that you have responded to the above-noted complaint, yet this matter remains unresolved. We ask that you respond directly to this office as to the steps you have taken to resolve this matter.

Thank you for prompt attention.

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
Email: ago.cap@vermont.gov

Re{3} Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539 (ID 142531)
From: Csh <
Sent: Friday, June 02, 2017 11:17 AM
To: AGO - CAP
Subject: Re: Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539

Cameron,

He is talking about the balance on the Verano not the Regal. The Regal I only owed a little over \$5,000 and Allied Financial received a check for \$17,000 plus from one of the insurance companies. Not sure which. Also Capital City rolled some of the price on the Regal into the Verano which they should not have done because it is obvious the \$5,000 owed was covered by the check. I do not dispute that I owe the \$12, plus on the Verano as they reposed it. But the main car in question is the Regal. I have the letter from an attorney who paid the Regal off at the tune of \$17, plus.
Thanks

Anna Adams

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: adamsanna
Sent: Fri, Jun 2, 2017 10:27 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
Email: ago.cap@vermont.gov

{3} Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-03539 (ID 146

From: csh
Sent: Monday, July 24, 2017 4:56 PM
To: AGO - CAP
Subject: Re: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-03539

Cameron,

This is not entirely true. My payment for the Buick Regal was \$460.97 not the \$463.30. It started out being the \$463.30 but we had to go in and resign the contract which in turn dropped the payment to the \$460.97. Also why would they be allowed to keep the difference between the amount sent to them to pay off which is not the amount in the letter that I received. But why are they saying that I still owe the other money on the Regal and I do not remember getting any 1099 or that I still owed money on the Regal.

If that is the case how can they keep the money owed on the Verano and not have to return it since the Verano was a complete different transaction.
Thanks

Anna

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: adamsanna
Sent: Mon, Jul 24, 2017 1:54 pm
Subject: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-03539
Re: Complaint #2017-03539

Dear Anna Adams,

Attached is a copy of a letter from the business named in your complaint. According to the letter a proposal has been offered which may solve your dispute. At this juncture we have closed your file under a "resolved" status, however if you wish to dispute the terms of the agreement, please contact our office in writing.

If you have any further questions or if we can be of service in the future, 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
Email: ago.cap@vermont.gov

Re{3} Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539 (ID 143194)
From: csh
Sent: Monday, June 2, 2017 5:00 PM
To: AGO - CAP
Subject: Re: Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539

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

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

From: csh
To: AGO.CAP <AGO.CAP@vermont.gov>
Sent: Fri, Jun 2, 2017 11:16 am
Subject: Re: Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539
Cameron,

He is talking about the balance on the Verano not the Regal The Regal I only owed a little over \$5,000 and Allied Financial Received a check for \$17,000 plus from one of the

Re{3} Adams, Anna (Capitol City Buick GMC) CAP VT Complaint #2017-03539 (ID 143194) insurance companies. Not sure which. Also Capital City rolled some of the price on the Regal into the Verano which they should not have done because it is obvious the \$5,000 owed was covered by the check. I do not dispute that I owe the \$12, plus on the Verano as they reposed it. But the main car in question is the Regal. I have the letter from an attorney who paid them Regal off at the tune of \$17, plus.
Thanks

Anna Adams

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

From: AGO - CAP <AGO.CAP@vermont.gov>

To: adamsanna

Sent: Fri, Jun 2, 2017 10:27 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
Email: ago.cap@vermont.gov

{3} Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-3539 (ID 1466
From: csh <
Sent: Tuesday, July 25, 2017 12:34 PM
To: AGO - CAP
Subject: Re: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT
Complaint #2017-3539

Cameron

I did yesterday and was told they could not talk to me because I have and attorney. I told them this was not true. He had quit and they said I would need to get proof but I cannot. I am not sure what to do.
Thanks

Anna Adams

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: adamsanna
Sent: Tue, Jul 25, 2017 10:45 am
Subject: Adams, Anna (Capitol City Buick GMC and Ally Financial) CAP VT Complaint #2017-3539
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
Email: ago.cap@vermont.gov

RE{3} Adams, Anna (Capitol City Buick GMC) CAP 2017-03539 (ID 142256)
From: Ed Farr <edfarr@capitolcityautomart.com>
Sent: Wednesday, May 31, 2017 2:16 PM
To: AGO - CAP
Subject: RE: Adams, Anna (Capitol City Buick GMC) CAP 2017-03539

The remaining payments only cover the remaining payments not the customer's remaining obligation on the car, which would also include paying off the lease end value of \$12,597.

From: AGO - CAP [mailto:AGO.CAP@vermont.gov]
Sent: Wednesday, May 31, 2017 12:29 PM
To: Ed Farr <edfarr@capitolcityautomart.com>
Subject: Adams, Anna (Capitol City Buick GMC) CAP 2017-03539

Re: Complaint #2017-03539

Dear Ed Farr:

We received the attached consumer complaint with respect to a transaction with your business. Although at this point our office has made no determination as to the validity of the complaint, we do ask that you contact the consumer directly within 7 days so that you and the consumer can resolve this matter without further involvement of this office. We also ask that you notify this office, indicating the steps you have taken to resolve the complaint. Please respond using the Online Response Form located on our website, www.uvm.edu/consumer. Please include the above complaint number in your response. We have also requested the consumer to update us regarding the complaint status after 14 days. The consumer's response, the enclosed complaint, and your response will remain on file in this office for six years. Complaint files are public records and, as such, are open to the public for inspection. Information about complaints, including the number of complaints recorded in the last six years and their status, is provided to consumers who inquire about your business. Complaint information is also used to determine when investigations should be initiated. We thank you for giving this matter your immediate attention.

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

Autocap Case Record

Case #

037-17

Date Received

06/02/2017

Closed Date

6/9/2017

Consumer-FIRSTN

John

Consumer-LASTNAM

McCann

Date Acknowledged

6/9/2017

Consumer Respons

Complaint Type

Advertising

Purchase Date

Year/Make Model

Mileage

Price Sold

As Is

Member Name

Formula Nissan, Inc.

Member Contact

Jack Castelenetta

Member Response Due

6/12/2017

Resolution Process

Staff

Panel

Referred to

Resolution

Dropped

Case Notes

6/2 - Dealer called stating they did not send flyer but must have come from Corporate but would look into further and get back to us.

6/8 - Rec'd dealer response

6/9 - Forwarded to consumer and closed.

Notes (Summary)

Consumer states he received a flyer regarding a 2017 Nissan Titan for \$29,580 and dealer would not honor the advertised price. Complaint is with Nissan Corporate and they would contact the consumer direct to resolve issue.

From: Kim Gauthier <vtautocap@aol.com>

To: jmccann 1

Subject: Fwd: McCann, John (Formula Nissan) CAP VT Complaint #2017-03875

Date: Fri, Jun 9, 2017 1:41 pm

Dear Mr. McCann,

AUTOCAP is in receipt of your complaint against Formula Nissan regarding a recent promotional flyer. We have also received the following email from Jack Castellaneta, GM with Formula Nissan explaining that your complaint is with Nissan Corporate and not Formula Nissan. Since Nissan Corporate is not a member of VADA we will have to close this case and return it to the Consumer Assistance Program office. However, it does sound like Nissan Corporate will be reaching out to you directly to help resolve your complaint.

**Thank you,
Kim Gauthier
AUTOCAP Coordinator**

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

From: Jack Castellaneta <jackcinv1@gmail.com>

To: Kim Gauthier <vtautocap@aol.com>

Sent: Thu, Jun 8, 2017 12:57 pm

Subject: Re: McCann, John (Formula Nissan) CAP VT Complaint #2017-03875

Per this email, This is a matter between the customer and Nissan Corporate who sent out the flyer. Formula Nissan has no responsibility for Nissan Corporate mailers. Nissan Corporate is involved and will contact customer soon.

Thanks
Jack

Sent from my iPhone

On Jun 8, 2017, at 10:07 AM, DiNovi, Fiore <Fiore.DiNovi@epsilon.com> wrote:

Jack,

I have been in discussions with Nissan Legal and they are taking the lead on this matter. Nissan Consumer Affairs will contact the consumer and resolve the matter with him. Someone from Nissan (your dealer representative?) will contact you regarding the dealership's response to AUTOCAP.

If you have any questions, please do not hesitate to contact me.

Fiore

Fiore DiNovi
SVP & Legal Counsel
Epsilon Data Management, LLC
Direct 630 386 9189

From: Jack Castellaneta [<mailto:jackcinv1@gmail.com>]

Sent: Wednesday, June 07, 2017 10:20 AM

To: DiNovi, Fiore <Fiore.DiNovi@epsilon.com>

Subject: Fwd: McCann, John (Formula Nissan) CAP VT Complaint #2017-03875

Sent from my iPhone

Begin forwarded message:

From: Kim Gauthier <vtautocap@aol.com>
Date: June 2, 2017 at 2:45:31 PM EDT
To: jackcinvt@gmail.com
Subject: Fwd: McCann, John (Formula Nissan) CAP VT Complaint #2017-03875

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

6/2/2017

Fwd: McCann, John (Formula Nissan) CAP VT Complaint #2017-03875

From: Kim Gauthier <vtautocap@aol.com>

To: jackcinvt <jackcinvt@gmail.com>

Subject: Fwd: McCann, John (Formula Nissan) CAP VT Complaint #2017-03875

Date: Fri, Jun 2, 2017 2:45 pm

Attachments: 052517 North Branch Vineyards (ID 142365).txt (1K), 052517 North Branch Vineyards 2 (ID 142364).pdf (954K)

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

From: :
Sent: Thursday, May 25, 2017 10:02 AM
To: AGO - CAP
Subject: Nissan Flyer Complaint
Attachments: Nissan Flyer.pdf

Good Morning,

My name is John McCann, owner of North Branch Vineyards in Montpelier. I am currently looking to buy a new truck for our business. I have purchased in the past 3 Nissan vehicles from Formula Nissan in Montpelier. Formula Nissan sent me a flyer which I have attached which states the following:

\$29,580 MSRP
390-horsepower 5.6 liter Endurance V8 Engine
1,940 lb maximum payload (Titan Crew Cab S 4x4 and Titan Crew Cab SV 4x4)
0% APR 60 months or \$2500 cash back.

When I called Formula Nissan to ask about this flyer, they told me that the \$29,580 MSRP was for a 4x2 single cab, not what was listed on the flyer. I was told by Formula Nissan that Nissan Corporate prints these ads to get you in the door. I called Nissan Corporate and they stated that the flyer was printed and sent out by Formula Nissan in Montpelier and they are responsible for what the ad states. I was given a case # by Nissan Corporate #26626087. They said they would raise the complaint and get back to me. It sounds like consumer fraud which is why I am reporting it. Either the dealer or Nissan Corporate should honor the deal listed on the flyer. Thank you for your time and understanding.

Sincerely,

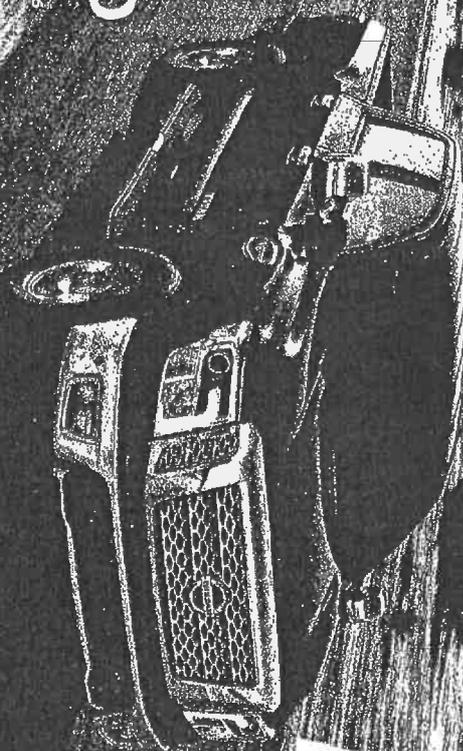
John McCann, CEO
North Branch Vineyards, LLC

2017 NISSAN TITAN®

15 City/21 Hwy MPG¹

America's Best Truck Warranty
5 YEARS/100,000 MILES
BUMPER-TO-BUMPER WARRANTY²

See dealer
for limited
warranty
details.



\$29,580 MSRP³

- 390-horsepower 5.6-liter Endurance® V8 engine
- 1,940-lb. maximum payload (TITAN® Crew Cab S 4x4 and TITAN® Crew Cab SV 4x4)⁴
- Available Remote Engine Start System with Intelligent Climate Control⁵

0.0% APR⁶ OR **\$2,500**
financing for up to 60 months
for well-qualified buyers

OR
NISSAN CASH BACK⁷

1. 2017 EPA Fuel Economy Estimates: 15 city/21 highway for all models. Actual mileage may vary with driving conditions. * See for comparison only. ² Based on year-to-date crash test data. See www.safercar.gov for details. ³ MSRP. Excludes destination charge, tax, license, title, and dealer fees. ⁴ Maximum payload limited by distribution, load capacity and distribution. Always use proper tie-down technique. ⁵ Remote Engine Start System available on select models. ⁶ 0.0% financing available on select models. ⁷ Nissan Cash Back available on select models. ⁸ MSRP. Excludes destination charge, tax, license, title, and dealer fees. ⁹ MSRP. Excludes destination charge, tax, license, title, and dealer fees. ¹⁰ MSRP. Excludes destination charge, tax, license, title, and dealer fees. ¹¹ MSRP. Excludes destination charge, tax, license, title, and dealer fees. ¹² MSRP. Excludes destination charge, tax, license, title, and dealer fees. ¹³ MSRP. 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TS-NA

Autocap Case Record

Case #

038-17

Date Received

06/02/2017

Closed Date

6/13/2017

Consumer-FIRSTN

Brian

Consumer-LASTNAM

Kimball

Date Acknowledged

6/13/2017

Consumer Respons

Complaint Type

Sales

Purchase Date

4/18/2017

Year/Make Model

2008 BMW 328xi

Mileage

113,000

Price Sold

\$9,400

As Is



Member Name

Freedom Nissan

Member Contact

Mort Shapiro

Member Response Due

6/12/2017

Resolution Process

Staff

Panel



Referred to

Resolution

Compromise

Case Notes

6/13 - Rec'd dealer response, forwarded to consumer and closed

Notes (Summary)

Consumer states that since purchase the vehicle has been in the repair shop most of the time and can not get the status of the vehicle from anyone and looking to get money back. It has been undriveable since purchase. Dealer was able to fix vehicle and return to consumer at no cost.

From: Kim Gauthier <vtautocap@aol.com>

To: briankimball11 <>

Subject: Fwd: Emailing - Freedom Nissan Inc response to Brian M Kimball complaint June 12 2017.pdf

Date: Tue, Jun 13, 2017 11:42 am

Attachments: Freedom Nissan inc response to Brian M Kimball complaint June 12 2017.pdf (632K)

Dear Mr. Kimball,

AUTOCAP is in receipt of your complaint against Freedom Nissan regarding your 2008 BMW. We have also received the attached response from Mort Shapiro, VP with Freedom Nissan, explaining your vehicle has been fixed and has been returned to you. So as of today, 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: Kim Gauthier <kgauthier@vermontada.org>

To: 'vtautocap@aol.com' <vtautocap@aol.com>

Sent: Tue, Jun 13, 2017 9:21 am

Subject: FW: Emailing - Freedom Nissan Inc response to Brian M Kimball complaint June 12 2017.pdf

Kim Gauthier

Executive Assistant

VADA

1284 US Route 302-Berlin

Suite 2

Barre, VT 05641

P: (802) 461-2655 ext 2

F: (802) 461-2659

From: Mort Shapiro [mailto:mort_shapiro@nissanvt.com]

Sent: Tuesday, June 13, 2017 12:21 AM

To: Kim Gauthier <vtautocap@aol.com>; Kim Gauthier <kgauthier@vermontada.org>

Cc: Mort Shapiro <mort_shapiro@nissanvt.com>

Subject: Emailing - Freedom Nissan Inc response to Brian M Kimball complaint June 12 2017.pdf

FREEDOM NISSAN

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

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

RE: Customer: Brian M. Kimball
Business: Freedom Nissan
Vehicle: 2008 BMW

To whom it may concern,

I wanted to respond to the statements made by Mr. Kimball in his Auto CAP Complaint dated May 26, 2017. Mr. Kimball purchased a 2008 BMW from us on April 18, 2017. At the time he purchased the vehicle it had 113,658 and he paid a total of \$9,400 for it, not including fees and taxes. The vehicle came with a 30 day, 1000 mile, limited warranty that provided a 100% coverage for all labor and parts listed under the covered systems of the warranty.

On April 21st, 2017 Mr. Kimball complained of an oil smell in the car. Freedom Nissan corrected the problem by replacing the valve cover gaskets at no charge for either labor or parts to Mr. Kimball. Mr. Kimball is correct that it took two attempts to fully correct the problem, but he was not charged for either service repair and the problem was corrected.

On May 7th, 2017, Mr. Kimball had his BMW towed to Freedom Nissan. I met with him and he started to become angry and requested that Freedom Nissan buy back the BMW. I informed him that we would diagnose the current problem and fix it for free as long it was determined that it was not the result of anything he had done to the vehicle. Mr. Kimball then became belligerent and began disrupting the customers in the showroom. I asked him to stop because he was disrupting our business. Later that day Mr. Kimball called his sales professional to apologize for his behavior.

On the following Monday, May 8, 2017, we put the BMW in the shop. A few days later, Chad, our service manager, called Brian to let him know that we determined that his BMW had an issue with the transmission. Mr. Kimball did not return our phone calls. Finally on Monday May 15th 2017, we got an e-mail from Mrs. Kimball. She claimed that Mr. Kimball had been calling to get information about his vehicle, but this is not correct. Rather we had to send them a text asking Mr. Kimball to call Chad so he could discuss the problem with him. Our office actually sent him a text that said "please, please, please call Chad." On May 26th 2017, Chad called Brian to let him know that we had completed the replacement of his transmission in his

FREEDOM NISSAN

FREEDOM NISSAN

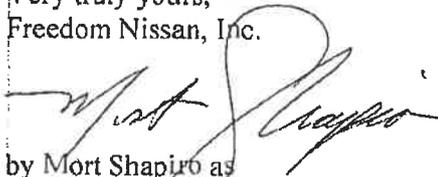
1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3746

BMW free of charge. Mr. Kimball came to the shop and picked up his BMW on May 30th 2017. He thanked us and informed us that he has a busy work schedule and that was why he didn't return our phone calls.

Mr. Kimball in his complaint states that he was told that we would not honor the warranty. This is completely false. As mentioned above, we told Mr. Kimball we would fix the vehicle, unless it was determined that he caused the damage to the vehicle, which would void the warranty. After we examined the vehicle we determined the problems were covered and fixed all of the problems without charge. As you know customer service is very important to us and that is why we made all of the repairs to Mr. Kimball's vehicle in a timely manner. If Mr. Kimball is still unhappy with the BMW he purchased, Freedom Nissan is also willing to discuss with Mr. Kimball trading it in for a different vehicle at Freedom Nissan.

Thank you very much for your attention to this matter and please call me if you have any questions.

Very truly yours,
Freedom Nissan, Inc.



by Mort Shapiro as
Vice President

FREEDOM NISSAN

6/2/2017

Fwd: Kimball, Brian (Freedom Nissan) CAP VT Complaint #2017-03877

From: Kim Gauthier <vtautocap@aol.com>

To: m_shapiro <m_shapiro@nissanvt.com>

Subject: Fwd: Kimball, Brian (Freedom Nissan) CAP VT Complaint #2017-03877

Date: Fri, Jun 2, 2017 2:50 pm

Attachments: 053017 Kimball (ID 142370).htm (62K)

Dear Mort,

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

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

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

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

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

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

From: AGO CAP <ago.cap@vermont.gov>
Sent: Friday, May 26, 2017 2:38 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Brian
Your Last Name	Kimball
Confirmation Number	WB17-00486
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	57
I am a...	Veteran
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Freedom Nissan
Business Phone (1)	(802) 864-7400
Phone (1) Type	Office
Business E-Mail Address	Robert_Miller@nissanvt.com
Business Address	1095 Shelburne Rd
Business City	South Burlington
Business State	VT
Business Zip Code	05403
Business Website/URL	http://www.freedomnissan.com/
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2008
What is the make and model of your vehicle?	BMW 328xi
Is the vehicle new or	Used

used?	
Where did the vehicle receive its last state inspection?	Unsure
Inspection sticker number, date and color:	Unsure
When was the vehicle purchased?	04/18/2017
What was the purchase price?	\$9,400
Vehicle mileage at time of purchase:	113,000
Current mileage on the vehicle:	113,000+
Which of the following apply to the vehicle?	I'm not sure
Description	<p>I purchased a used car with Freedom Nissan on April 18, 2017 with a 30-day warranty. I have driven the car four or five times since purchasing it. It's been at the dealership being repaired for the balance of the time (on three separate occasions). Most recently, the car was brought in on Sunday, May 7th. It was towed from Rutland, VT at my expense. It's still in the shop and I am unable to get any information on the status.</p> <p>I was told by Mort Shapiro, one of the co-owners, on May 7th, that the warranty would not be honored. I was rather taken aback and the conversation took an unpleasant tone. Mort later called me that day to apologize for his behavior however, it is still unresolved and it appears I purchased a lemon.</p> <p>My warranty is no longer valid (30 days) and from what little information I have, I believe the transmission is being replaced and have no idea if I will be expected to pay for these repairs.</p> <p>Also, I have no record of the work that's been done to the car since purchasing it, but here's what I believe has been repaired/replaced on three separate occasions:</p> <ul style="list-style-type: none"> Degrease Engine Replace clean air filter Replace spark plugs Replace points Reset check engine light Replace head gasket Replace transmission <p>I am losing sleep over this car purchase. If there is anything you can do to help, I would really appreciate it. I'm getting no response from the dealership.</p> <p>Thank you advance for any help or insight you can provide.</p>
Amount of loss:	\$10,400

How would you like this matter to be resolved?	I would like my money back. The car has been undrivable since purchasing it.
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)	Purchase/sales contract Warranty documentation
Incident Date	5/26/2017 12:00:00 AM

Autocap Case Record

Case #

039-17

Date Received

06/02/2017

Closed Date

7 /21/2017

Consumer-FIRSTN

Priscilla

Consumer-LASTNAM

Eaton

Date Acknowledged

6 /16/2017

Consumer Respons

6 /30/2017

Complaint Type

Sales

Purchase Date

3 /17/2017

Year/Make Model

2012 Chevrolet Captiva

Mileage

43,084

Price Sold

\$13,476

As Is

Member Name

Springfield Auto Mart, Inc.

Member Contact

Kyle Sipples

Member Response Due

6 /12/2017

Resolution Process

Staff

Panel

Referred to

Resolution

Compromise

Case Notes

6/14 - Rec'd dealer response

6/16 - Mailed to consumer

6/22 - Rec'd call from consumer's neighbor, very concerned

6/23 - Called consumer - needs to go downtown to get mail and review dealers response

6/29 - Rec'd letter from neighbor regarding consumers mental well being

7/13 - Sent letter to consumer based on neighbor's letter - not sure right forum for this case

7/18 - Neighbor called looking for deadline to make panel decision. Advised consumer may want to speak with GM before making a decision.

7/20 - Consumer and neighbor met with GM and they were able to trade for something smaller and less expensive

7/21 - Called consumer to confirm trade and seems much happier with new smaller car.

Notes (Summary)

Consumer states she received a flyer in the mail for her deceased son, called dealership to inquire about it and was asked to attend the event. After attending the sales event bought a vehicle she did not want and can not afford. Would like old vehicle back. Consumer met with dealer and they were able to trade consumer into a smaller, less expensive vehicle.

AUTOCAP

AUTOMOTIVE CONSUMER ACTION PROGRAM

July 13, 2017

AUTOCAP Case # 2017-03878

Priscilla Eaton

Dear Ms. Eaton,

AUTOCAP is in receipt Mr. Macchia's letter, written on your behalf, and we are not sure AUTOCAP is the proper forum for you to pursue your complaint against Springfield Auto Mart.

Our voluntary panel of consumer and dealer representatives is a non-judicial third party recommending solutions to disputes that don't involve legal or fair trade violations. The Panel has no jurisdiction in determining whether or not someone is mentally incapable of entering into a legal contract or if someone is a victim of elder abuse.

With that said, you are still welcome to attend a panel hearing which will require you coming to Berlin, Vermont to present your case to the panel members. Representatives from Springfield Auto Mart will be required to do the same thing on the same day and time.

Please review the enclosed information About AUTOCAP and let us know, in writing, how you would like to proceed.

Sincerely,



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

Enc.

AUTOCAP Case #2017-03878

June 29, 2017

Dear Ms. Gauthier,

I am writing on behalf of Priscilla Eaton, who is unable to respond to your letter of June 16. In that letter you had asked that she respond by June 30 or the matter would be closed. This communication serves to keep the complaint open.

My name is Carmen John Macchia and I am a friend and neighbor. I also deliver Meals on Wheels to Priscilla. In addition to the "3 Squares" program, Priscilla receives fuel assistance. Priscilla is a 90 year old woman who lives alone with her black lab.

I believe Priscilla's story and thus, I believe, she is the victim of elder abuse. Someone from your program needs to speak or visit with her in order to learn that she is cognitively impaired and was taken advantage of.

The dealership response to the claim is clearly a corporate lawyer's "boiler plate" rebuttal. It didn't address key issues in Priscilla's complaint. Priscilla drove to Springfield in her 2008 PT Cruiser on March 17. She had just spent \$160 on repairs to her car on March 15 at the West River Auto Shop in Londonderry (she has the receipt). Would she have wanted to trade in her car which was paid up and repaired for \$160 only to receive the pittance the dealership gave her? She was confused and pressured, manipulated and exploited, after which Priscilla became obliging.

Further investigation is necessary. Priscilla cannot afford the monthly payments which she is to have for seven years!

Thank you in advance for doing what is right,
Respectfully,
Carmen John Macchia

RECEIVED

JUN 29 2017

VADA

AUTOCAP

AUTOMOTIVE CONSUMER ACTION PROGRAM

June 16, 2017

AUTOCAP Case # 2017-03878

Patricia Eaton

Dear Ms. Eaton,

AUTOCAP is in receipt of your complaint against Springfield Auto Mart regarding your recent purchase. We have also received the attached response letter Springfield Auto Mart. Please review their letter and respond, in writing, within 10 business days or June 30, 2017. Please supply any supporting documentation you have pertinent to your complaint. You can submit your documents via mail, email (vtautocap@aol.com) or fax.

If we do not hear from you on or before June 30, 2017 your case will be closed and a copy of your complaint will be sent back to the Consumer Assistance Program office where you originally filed your complaint.

Sincerely,



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

RECEIVED

JUN 14 2017

VADA

Springfield Buick GMC, Inc.

Re: AUTOCAP Complaint No. 2017-03878

Complainant: Priscilla Eaton

Dealer Response

Ms. Eaton says that when she came to the dealership she had no interest in purchasing a vehicle. This would have not been known to the dealership. We assume that when someone comes to our dealership, they have at least some degree of interest in purchasing a vehicle. This is especially true when the person decides to test drive one of our vehicles.

This deal did not happen quickly. Multiple hours were spent with Ms. Eaton so she could pick out the vehicle that fit her needs and so that she could understand the transaction. Ms. Eaton wanted to keep her payment low, so she was put in an affordable vehicle with loan terms that resulted in as modest a monthly payment as possible. The salesperson went over the terms of the sale with Ms. Eaton. Our Finance Manager went over these terms a second time, leaving no doubt that everything was explained to Ms. Eaton's satisfaction.

While we appreciate that Ms. Eaton may have some feelings of buyer's remorse, we do not believe that the dealership did anything inappropriate. We gave Ms. Eaton the vehicle that she expressed interest in at terms that she indicated were acceptable.

From: Kim Gauthier <vtautocap@aol.com>

To: kslpples <kslpples@autosavergroup.com>; abeltoll50 <abeltoll50@msn.com>

Subject: Fwd: Eaton, Priscilla (Springfield Buick GMC) CAP VT Complaint #2017-03878

Date: Fri, Jun 2, 2017 3:11 pm

Attachments: 053117 Eaton (ID 142504).pdf (3373K)

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

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 30 '17
Attorney General's Office
Consumer Division

AG17-04150
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):*

PRISCILLA R. EATON

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

[Redacted]

Your Address:*

[Redacted]

Your City:*

[Redacted]

Your State:*

[Redacted]

Your ZIP:*

[Redacted]

Your Daytime Phone:*

[Redacted]

Your E-mail Address:

N/A

Your Age:

90

Are you a senior citizen?

Yes No

Are you a Veteran or Service Member?

Veteran Service Member

Information about the business you are filing your complaint against:

Business Name:*

SPRINGFIELD BUICK GMC

Person You Dealt With:*

UNKNOWN

Business Street Address:

Route 106, River St

Business City:*

No. Springfield

Business State:*

Vermont

Business ZIP:

05150

Business Phone:

802.886.2281

Business E-mail:

UNKNOWN

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:*

2017

Make:*

CHEVROLET

Model:*

CAPTIVA

Is the vehicle new or used?*

New Used

Complete Sections Relevant to Your Complaint:

Date Purchased (Sales):

3/17/17

Purchase Price (Sales)

21,417.87 (13475.99)

Vehicle Mileage at Purchase (Sales):

43,084

Vehicle Mileage Currently (Sales):

44,148

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:

36 mos / 36,000 mi
BALANCE OF FACTORY

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!*

(see attached story)

- 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.)

ON March 17, 2017 I received a large card in the mail announcing a party at the Buick GMC car dealership in North Springfield, VT. The card was addressed to my son Shawn, who has been deceased for five years. I called the dealership because I was curious about what Shawn might be receiving. A woman I spoke to said I should come to the event. It was a party. When I arrived I parked my car, 2008 Chrysler PT Cruiser, where they told me to and that I was brought into the showroom where a salesman met me. I don't remember his name and I didn't receive his card. He began to talk to me about a 2012 Chevrolet Captiva. I said I wasn't interested in a new car. I was just curious why my son's name was on the mailing. The salesman asked me to take a ride in the 2012 car. Again, I said I didn't come here to buy a car, but I took the ride anyway. After the ride he offered me something to eat and drink. I didn't know what to do, I was confused. I did not go there to buy a car and said so. My PT Cruiser was paid for and was just serviced. It had 91,302 miles. The salesman went to my car and emptied everything in it. Before I knew it, I was signing several papers. I've realized I bought extra things that add up to more than \$400. I also realized they gave me \$540 for my car as a trade in. I think it was worth more. Now, I have 75 monthly payments of \$274.37, which I cannot afford. I would be almost 97 years old when I would be paying off the Captiva. The Buick GMC dealership sold me a car I did not want or need, took away my car and left me in a financial mess. * Additional note enclosed.

Amount of loss: NOT SURE

Relief you desire:

I would like the dealership to take back the 2012 Chevrolet Captiva and give me back my 2008 PT Cruiser. If they sold it, I would like the amount of money that they sold it for. That would help me buy an affordable car.

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

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

and 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.

St. Patrick's Day

What was on my mind? The day I saw that card in my mail addressed to my son, Shawn with all those lucky numbers matching his was, Not buying and paying for another car, which I had just done & completed; was paying back the people whom had given me the money to take care of my son's death, because he had dropped the insurance that I was carrying for him, which I didn't know about. To say, how more - our home is in dire need of new boarding on the outside, it is rotting away, and the roofing the same. What do I do? or 90??

Priscilla Eaton

REMOVE TO EXPOSE ADHESIVE

SAP3666A

BUYERS GUIDE

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

CHEVROLET	CAPTIVA	12	3GNAL2EK1CS578081
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE

DEALER WARRANTY

FULL WARRANTY

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, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. Implied warranties under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

BALANCE OFF FACTORY

NON-DEALER WARRANTIES FOR THIS VEHICLE:

MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, implied warranties under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

EXPOSE ADHESIVE

REMOVE TO EXPOSE ADHESIVE

REMOVE TO EXPOSE ADHESIVE

REMOVE TO EXPOSE ADHESIVE

Priscilla Eaton

WHITE RIVER JUNCTION
VT 050 2-1
26 MAY 2017 PM



STATE of VERMONT
OFFICE of the ATTORNEY GENERAL
Public Protection Division
CONSUMER ASSISTANCE PROGRAM
109 STATE ST.

AG-17-04156
Auto Complaint Form

Montpelier VT 05609



Autocap Case Record

Case #

041-17

Date Received

06/05/2017

Closed Date

10/23/2017

Consumer-FIRSTN

Amanda

Consumer-LASTNAM

Roseberry

Date Acknowledged

6/9/2017

Consumer Respons

6/23/2017

Complaint Type

Sales

Purchase Date

4/24/2017

Year/Make Model

2012 Chevy Cruze

Mileage

34,144

Price Sold

\$10,081

As Is

Member Name

Badge Motor Company, Inc. Audi
South Burlington

Member Contact

Dave Swartz

Member Response Due

6/12/2017

Resolution Process

Staff

Panel

Referred to

Resolution

Dropped

Case Notes

6/7 - Rec'd dealer response
6/9 - Forwarded to consumer
6/14 - Rec'd consumer's response
6/16 - Forwarded to dealer
6/20 - Rec'd dealer's response
6/21 - Forwarded to consumer
6/21 - Rec'd Consumers response + forwarded to dealer with request to answer all questions
6/30 - Rec'd dealer responses to all questions & forwarded to consumer
7/10 - Rec'd consumer's response with supporting documents
7/12 - Forwarded to dealer

This continued to go back and forth between dealer and consumer until 9/28 when the consumer just stopped replying without coming to a final resolution.

Notes (Summary)

Consumer states vehicle was sold under false pretenses. Been in multiple times to try and fix alignment but with no fix. After much communication back and forth dealer agreed to reimburse for a few repairs made elsewhere once complaint was resolved. Consumer stopped communicating without coming to a resolution.

Kim Gauthier vtautocap@aol.comHide

To vtyr3489 amandaroseberry603

Cc daves daves@audisouthburlington.com

Good Morning Amber and Amanda,

Mr. Swartz from Audi South Burlington has 2 outstanding invoices he agreed to reimburse you for once the complaint was resolved. AUTOCAP has sent the following 2 emails (8/9 & 9/9) with no response. At this point, if you would like to continue please respond by Thursday, October 12, 2017 otherwise we will close the case.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Kim Gauthier <vtautocap@aol.com>

To: vtyr3489 <amandaroseberry603 <

Sent: Fri, Sep 8, 2017 3:43 pm

Subject: Consumer Complaint 2017-03887

?>

Good Afternoon Amber,

Your complaint against Audi South Burlington is still open and we would like to get to a resolution and close it soon, if possible. I sent the following question on August 9, 2017 and never heard back. Do you know which rims had the issues?

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Kim Gauthier <vtautocap@aol.com>

To: vtyr3489 <

Sent: Wed, Aug 9, 2017 10:48 am

Subject: Fwd:

Good Morning Amber,
Mr. Swartz is wondering if they were able to specify which rims had the issues?
Thanks,
Kim Gauthier

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

From: David Swartz <daves@audisouthburlington.com>

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

Cc: 'Antony Cochrane' <antonyc@audisouthburlington.com>

Sent: Wed, Aug 9, 2017 10:38 am

Subject: RE:

Were they able to specify which rims had the issues?

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Wednesday, August 09, 2017 10:33 AM
To: daves@audlsouthburlington.com
Subject: Fwd:

Good Morning Dave,
Please see Amber Roseberry's email below.
Thanks,
Kim Gauthier

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

From: Amber Roseberry <vtautocap@aol.com>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Wed, Aug 9, 2017 10:27 am

Hey Kim & a Dave

The appointment at Vermont tire went well.

The alignment was in the green. The actual slightly changed from the before. They said the vibration wouldn't be an alignment issue but each of my tires have a hop, which Mike at stones did say but I thought he meant the actual tire. It's not, it's the rims. He said they need to be replaced. And he that should stop the excessive vibration.

Amber Roseberry
To Kim Gauthier vtautocap@aol.com

Saturday, Aug 5, 2017 8:37 am

Hey Kim

I called them and they weren't able to get me in for Saturday August 5,
But Monday August 7 they are available and the appointment is at 8am.

The conditions driving last night from work were very unsafe. I was being pushed left and right, heavy vibrations, and the steering wheel tilted further. This again is the same affect duplicated from next day of purchase and several alignment attempts from shearer but stopped after Handys alignment. I do not feel safe driving the vehicle. I'm having to have someone bring me to and from work the next two days, Which is 45 min one way.

Sent from my iPhone

On Aug 4, 2017, at 1:11 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Amanda & Amber,

Here is Dave's response to Amber's email.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

RE: 2012 Chevy Cruze
David Swartz to you

Friday, Aug 4, 2017 12:11 pm

Kim

It took them a week plus to get back to us on the alignment

I responded that to the previous email that Vermont tire was acceptable.

Now they just need to arrange with Antony when they want to take it there for inspection

RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

David Swartz to you

Friday, Aug 4, 2017 12:08 pm

1. No problem with Vermont Tire and Service
2. We will not contact the owner in regards to the tire situation. When they trade the car they are no longer part of any transaction. As I state in a prior email, the 4 tires were all of the same size, so no complications would arise from them being different from that which is recommended.
3. We do not submit to Carfax, they acquire service records.
4. We sold the car in the present condition, we make no warranties on previous owners services. We follow the guidelines of the used car buyers guide, which is federally mandated
5. I will have to get another copy of the warranty which they purchased if that is what they want. I believe they received a copy at delivery
6. The profit we made is only our business, we see no reason to disclose it.
7. Im not sure what there is to remedy, we have agreed to have a third party evaluate the alignment, as noted above.

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

Sent: Friday, August 04, 2017 11:41 AM

To: daves@audisouthburlington.com

Subject: Fwd: 2012 Chevy Cruze

Good Morning Dave,

Below is the email from Amber Roseberry regarding the recent alignment.

Thanks,

Kim Gauthier

2012 Chevy Cruze

Amber Roseberry to you

Friday, August 4, 2017 10:54 am

Hey Kim

Since yesterday the car has been driving very rough. They changed the alignment because according to their machine it was out of alignment. Which was 1.0 for the toe. It's interesting because the car is having a lot of turbulence in the steering wheel now.

Looking at the vehicle from the front it's clearly visible the right side tires are staggered. The backside has the "crabbing" affect and the front passenger tire is straight.

I do not understand why their alignment specs cause such vibrations as if I have a very low tire.

Im going to need to take the vehicle in again . I've owned new and old cars, I've worked on cars last 10 years and the way this car drives every time they " fix" the alignment it does not drive right.

It's not a coincidence that two different places from two different cities have came up with the same results from missing weights, the exact same numbers in a bad balance, and identical alignment issues.

Handy Chevrolet results after the alignment was 100X Better. For them to say there dishonest people and they would fudge the specs to fit the story is honestly ridiculous.
I'm not from Vermont and lived only for year now.
I do not know people here except my family, when I chose them it was the only chevy place close enough and has better reviews then shearer itself.
Vermont tire was brought up by several mechanics shops when I called around to whom would be a reliable shop.
I need to have the vehicle looked at asap.
Sincerely amber roseberry
Sent from my iPhone

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Friday, August 04, 2017 11:40 AM
To: daves@audisouthburlington.com
Subject: Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Good Morning Dave,
We have received the following email with questions from Amanda Roseberry. Please review and respond within 5 business days or August 11, 2017. I have another email from Amber Roseberry that I will send separately.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP
Amanda Roseberry to you + 1 more Wednesday Aug 2, 2017 8:02 am
Hi Kim,

Thank you for the follow up. Moving forward, please cc: my sister, Amber Roseberry:

Amber would like to have the car looked at by Vermont Tire & Service for the computer alignment? This work for Shearer Audi?

I'm a little bothered by reading his email following the appointment. I believe I have been very clear in the emails about the concerns Amber had about the cars driving and the two separate shops that told her all of these things wrong with it. Antony said he read all emails exchanged; so I would have expected a very reassuring interaction between he and Amber at this appointment. We were not upset they "found nothing" the concern was that their numbers are so different from the other two shops; however, what the other shops found would explain the issues experienced. We did not question the integrity per say, I simply asked if those numbers were computer generated or imputed for all shops. He said the computer and that where discrepancies come in is if someone takes something out and runs numbers to make the alignment reading look worse.

Antony was professional and understanding in this meeting with a peer present, making the suggestion for the third party immediately when we arrived. Customer service goes a long way and had he made such "good will" efforts and not bullcrapped along the way about the steering wheel "natural tilt" and alignment, tires etc we wouldn't have ever gotten to this point.

Antony drove the vehicles from Audi to Chevy. That is less than half a mile on a flat surface with a 40mph speed limit. The transmission issues were worse prior to Handy Chevrolet's service: however is still bad primarily driving up or down hills. This would not be duplicated driving a half mile on a flat road at 40mph

1. We still need to know about the wrong size tires on vehicle and how long the tires were on the vehicle. So far as to having you contact the original owner to see if willing to provide that info. If he bought the wrong tires and shearer mounted them even though outside of allowed sizes, etc. He may be able to provide the info to explain why the car had wrong tires and if Shearer made the initial mistake or not to possibly explain why the car has overheating and drive issues.
2. Need to know when Chevy/Direct initially (November 2016) submitted the accident to car fax.
3. Need to know if repairs quotes for the approximate 7k at Chevy/Direct were completed in full or only a portion for quick fix and trade in.
4. When we first bought the vehicle we were told there were not any warranties. After having problems, Shearer has since discovered the car was actually under factory warranty and now there is a warranty on work done at Chevy. We need the paperwork which shows what is currently warranted including a more thorough explanation of what the Gold warranty purchased through Audi includes.
5. Shearer Chevy told Amber and GMC that they would not be servicing the car. However, they did Monday when dropped at Audi. With the Audi warranty bought through Shearer, who will service the powertrain etc? Shearer Audi? Any Audi dealership? Any Chevy dealership?
5. I'd like to know the profit margin between previous trade in price and our sale price.

If Mr. Shearer is unable to remediate this sale, what is the next step? Do you have someone in office that Amber and I could meet with to go over our experience and discuss the options.

Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Kim Gauthier to amandaroseberry603

Friday, July 28, 2017 10:37 am

Good Morning,

Below is the email received from Mr. Swartz regarding your 2 recent questions.

Thank you,
Kim Gauthier

RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

David Swartz to you

Tuesday, July 25 9:18 am

Hi Kim

if you go back to the email that answered the several concerns (the one I called you about because I wasn't sure it sent) I had clearly stated that once the concerns are resolved I would reimburse for the two bills that they had paid.

I am not willing to do anything based on second question, because the sale of the car to them makes no references to the previous owners services. All we provide is the Carfax (which most customers ask for) and we provide the guarantee based on the federally mandated Used car Buyers guide.

I will however (once the concerns have been resolved and agreed upon) provide them with a \$300 credit in our service department as a gesture of goodwill, to be used for future services.

Thank you

Dave

From: Kim Gauthier [mailto:vtautocap@aol.com]
Sent: Tuesday, July 25, 2017 8:55 AM
To: daves@audisouthburlington.com
Subject: Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Good Morning Dave,

Please see the following 2 emails from Amanda Roseberry. Sounds like the meeting went well but she is looking for:

- 1.. Reimbursement for the Stone's Service and Handy Chevrolet invoices
- 2.. Is Shearer Automotive Group willing to do anything regarding the sale with the new information discovered?

Please respond and let me know. In the meantime, I will be asking her about taking the vehicle to an independent 3rd party regarding the alignment.

Thank you,
Kim Gauthier

I forgot to also mention, reimbursement for the Stone's Service and Handy Chevrolet is pending. When does Dave plan on reimbursing?

Begin forwarded message:

From: Amanda Roseberry <vtautocap@aol.com>
Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP
Date: July 24, 2017 at 5:31:26 PM EDT
To: Kim Gauthier <vtautocap@aol.com>, Amber Roseberry <vtautocap@aol.com>

Hey Kim,

We just picked the car up. After speaking with Antony on the phone, I went with her and requested a second manager be present. The meeting went well, especially in comparison to previous conversations.

Per our meeting, Antony was unaware of the accident prior to his recent investigation. The second manager present was surprised that the incident was not reported and on carfax; however, his recent accident took approx 10 months to report on his carfax. He was going to look into this incident, as the body shop that both Shearer Chevy and Shearer Audi use should have reported it. They would have never kept a car with an accident/"dirty carfax" and felt they now overpaid the original owner for trade-in.

1. Antony looking into why Chevy/Body Shop didn't report to carfax or why it never showed.
2. I asked and Antony is going to review the invoices from Chevy to see what was estimated for repair on the accident in November 2016 versus what was actually repair to see if a discrepancy between what was done and needed to be done considering immediate resale
3. Antony said he felt embarrassed" by the wrong size tires on vehicle. He is going to further research into the tire history as wrong size tires mounted by Audi/Chevy within 6 months of one another; however no bill for tires on previous invoices.

Per Chevy's records from November 2016 following the body work, the alignments were almost identical and within specs, numbers specifically for the caster significantly different from what Stones and Handy Chevrolet reported. The car however drove better in Amber's opinion following Handy's work. Antony mentioned that Handy Chevrolet was not

a reputable business and suggested getting an unbiased, reputable third party to run computer numbers on the alignment completed today to see how numbers compare. Amber is going to research a reputable third party that both parties can agree on to do this. Amber will be present for this appointment and make the appointment to ensure unbiased and eliminate some of the distrust that has developed with Antony.

On another note, Shearer Chevy has previously refused to do any further work on the car any further saying it was Audi's responsibility moving forward. GMC customer assistance center had previously been in contact with Shearer Chevy who also confirmed that Chevy would not work anymore on this issue. However, today, Antony said the parts replaced by Shearer Chevy in November 2016 are still under warranty and the car was serviced today by Shearer Chevy. Please see attached email from GMC customer assistance center.

Antony and the other manager both understood the disappointment with this car purchase, the unknown accident and following drive issues reported immediately after sale. Even said, they wouldn't have sold the car knowing its history. I'm asking what William Shearer/Shearer Automotive Group will do to remediate this sale: a car sold, serviced, and traded by Shearer with driving issues related to the unreported accident. The car was sold as good condition, \$7900 plus warranty. Per Kelly Blue book under fair condition the car value is between \$4500-\$6000. Would they be willing to void the sale/return money to financing bank? Less desirably, would they be willing to refund the difference between appraised value and paid value?

Thank you,
Amanda

Sent from my iPhone

Fwd: Roseberry appointment, attn:kim Gauthier

Kim Gauthier to amandaroseberry603 show details show image slideshow

Good Morning Amanda,

I have received the following email from Antony Cochrane regarding the service visit yesterday. I understand you may be taking the vehicle to an independent 3rd party to verify the alignment specifications. Please let me know if and when you plan to do this. In the meantime, I have forwarded your emails to Dave Swartz regarding the timing of the Stone's/Handy service reimbursement along with your request for some type of relief on the sale of the vehicle. I will forward his response to you once I receive it.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Antony Cochrane <antonyc@audisouthburlington.com>

To: vtautocap <vtautocap@aol.com>

Cc: David Swartz <daves@audisouthburlington.com>

Sent: Mon, Jul 24, 2017 6:23 pm

Subject: Roseberry appointment, attn:kim Gauthier

Good day Kim,

Today Ms. Roseberry came in for us to look at the Chevy Cruze. I had a pre work order ready and asked Amber what specifically we needed to look at and resolve for her today, my understanding was the alignment and a transmission concern. I was told very specifically the alignment was out on the right front and that needed to be fixed as best possible. I asked if we needed to look at the transmission and was told that it was, according to the other shop she had been to, probably related to the alignment, the alignment was all she was concerned with today. I got the loaner and got Amber on her way.

I drove the car personally to see what I could find for alignment concerns, I got the service history for prior repairs, done at Shearer Chevy, including alignment printouts and then had the alignment checked. The car was in factory specs. Amber was quite specific that the right front was out on the castor to -3.9 degrees, we found it to be well within spec at 4.4 degrees.

I also drove the car for any shift concerns as I did not want to ignore that possible concern. The transmission operated normally at this time.

I called to inform we were done and to stop by and we would go over what we found.

Both Amber and Amanda came in and were not happy that we found nothing wrong. They questioned the integrity of the readings for the alignment.

I made a suggestion that maybe we could agree on an independent shop and have them perform an alignment check. No information be given, just a request to check and give us both the readings. I suggested Ricks Towing as a possibility for them to look into. I have had dealings with this company for towing and I know some people who use their shop for service. The reputation is good and I think I can trust them to give a honest opinion and service. We will be willing to pay for this alignment check as a goodwill gesture. They agreed to consider and let me know.

If you have any questions, please feel free to contact me.

Antony Cochrane
Service Manager
Shearer Acura,Audi
Office 802-861-3010
Fax 802-304-1025

On Jul 24, 2017, at 3:11 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Hi Amanda,
When is the car supposed to be ready for pickup?
Thanks,
Kim

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

From: Amanda Roseberry <vtautocap@aol.com>
To: Kim Gauthier <vtautocap@aol.com>; Amber Roseberry <vtautocap@aol.com>
Sent: Mon, Jul 24, 2017 1:26 pm
Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Kim,

When Amber dropped the car off this morning she was given a hard time by Anthony. Something needs to be done about this issue. Please advise on the next step with the poor service conducted by Shearer as I do not feel the mediation process has been helpful thus far. Please advise on next steps.

Problem 1: Anthony acted unaware of the specific problems and what the goals of this appointment were. She had to reiterate to him the problems with the caster resulting in the alignment not being quite to spec and not holding over time.

2. He then argued that he had given paperwork on the last appointment showing the before and after specs of the "perfect" alignment along with the invoices which was a lie. He suggested that

3. Anthony has provided dissatisfactory and dishonest customer service throughout this process leading to a large portion of the problem. Amber doesn't even trust him being a part of the mechanics process.

4. I do not expect him to be coordinating services moving forward as he doesn't not understand the purpose of the appointment and is argumentative about what needs to be addressed. The manager a part of this communication process, Dave Swartz should be handling this moving forward, or escalated beyond. He should make sure the mechanics are up to speed with the expectations of work to be done and communicate to Amber directly.

When the car is picked up:

1. The caster problem should be diagnosed and fixed.

2. Alignment should be to spec.

Following the correction of alignment,

3. The reason for the jerking transmission should be diagnosed if not corrected with alignment.

4. A reimbursement check be ready

Amanda

Sent from my iPhone

On Jul 13, 2017, at 12:53 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Amanda,

You are all set for Monday, 7/24 at 9 am. They will need copy of license and insurance for the use of the loaner.

Thank you,

Kim Gauthier

AUTOCAP Coordinator

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

From: Amanda Roseberry <

To: Kim Gauthier <vtautocap@aol.com>; Amber Roseberry <

Sent: Thu, Jul 13, 2017 12:16 pm

Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

9am.

Sent from Yahoo Mail for iPhone

On Thursday, July 13, 2017, 8:41 AM, Kim Gauthier <vtautocap@aol.com> wrote:
What time would you like?

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

From: Amanda Roseberry <

To: Kim Gauthier <vtautocap@aol.com>

Sent: Thu, Jul 13, 2017 12:16 am

Subject: Re: Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Please have Mr Schwartz arrange an appointment for 7/24am. I shouldn't need to call in and set it up. Thanks.

Sent from Yahoo Mail for iPhone

On Wednesday, July 12, 2017, 4:14 PM, Kim Gauthier <vtautocap@aol.com> wrote:
Good Afternoon Amanda,
Below are a couple of emails from Mr. Swartz. We had a hard time opening all your attachments so there are a couple of emails from me in between his 2 emails. Please contact Anthony Cochrane at (802) 861-3456 to set up the 7/24 appointment. After the 7/24 appointment please let me know how it goes and whether or not a resolution was reached.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: David Swartz <daves@audisouthburlington.com>
To: 'Kim Gauthier' <vtautocap@aol.com>
Sent: Wed, Jul 12, 2017 3:27 pm
Subject: RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Kim

Additionally, upon settling this account, I will reimburse the customer for the two bills, one from Stones for \$81 and one from Handy for \$242.27

Thanks
Dave

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Wednesday, July 12, 2017 3:18 PM
To: daves@audisouthburlington.com
Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Here you go. I will send them in 2 emails. Let me know if you want to change your response that I send to her.

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

From: David Swartz <daves@audisouthburlington.com>
To: 'Kim Gauthier' <vtautocap@aol.com>
Sent: Wed, Jul 12, 2017 3:16 pm
Subject: RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Yes I can Kim
Dave

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Wednesday, July 12, 2017 3:12 PM
To: daves@audisouthburlington.com
Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Dave,

Can you open these 2 attachments? If so, I will send you all the others. It took me awhile but I finally was able to make it work.
Kim

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

From: David Swartz <daves@audisouthburlington.com>

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

Cc: 'Antony Cochrane' <antonyc@audisouthburlington.com>

Sent: Wed, Jul 12, 2017 2:59 pm

Subject: RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Good Afternoon Kim

To start, none of the attachments will open.
I get an error "windows cannot complete extraction"

We replaced the tires with tires of the correct recommended size. That was completed on the visit that they contacted me on.

The car is not brand new, and we don't warrant it as brand new.

As I explained in the previous email, incorrect tire size (as long as all 4 tires are the same size) will not negatively impact the car.
Additionally, we make no warranty on the previous owners service experience, we sell the car according the requirements of the government only guaranteeing that which is part of the used car buyers guide.

I also explained that we would gladly look at the caster.
We will also inspect the transmission, as previously stated.

If Amber would like to drop the car off for us to inspect on the 24th to Audi South Burlington, we would gladly provide her with a loaner while we inspect the car. Please have her contact Antony Cochrane to make the arrangements. 802-861-3456.

I cannot discuss the invoices they have since the attachments did not open. We will not provide reimbursement for gas or time off from work, but we will provide a loaner, as we have in the past.

Thank you
Dave

From: Kim Gauthier [mailto:vtautocap@aol.com]
Sent: Wednesday, July 12, 2017 2:41 PM
To: daves@audisouthburlington.com
Subject: Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Good Afternoon Dave,

We have rec'd the following email response from Amber Roseberry. Please review and respond, in writing, within the next 5 business days, or July 19th.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Amanda Roseberry <[REDACTED]>
To: Kim Gauthier <vtautocap@aol.com>
Cc: Amber Roseberry <[REDACTED]>
Sent: Mon, Jul 10, 2017 9:56 am
Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Kim, are there any other options?

They sold a car and on the way driving home had immediate problems. The care was not properly serviced for sale as agreed upon at signing. We contacted them immediately about this and has been one huge unresolved issue.

The wrong size tires mounted by Shearer are not within the allowed percentages of safe changes, it has to be within 3% allowance, so that's not an acceptable response. Shearer Audi put these tires on, Shearer Chevy before that. Shearer Chevy and Shearer Audi need to determine when they placed the wrong size tires on initially and rectify any drive train problems caused by it.

Shearer Audi mechanic did duplicate the transmission issues on the test drive. Thought it could be stemming from the alignment problems, but it has not ceased due to caster and alignment problem per Handy Chevrolet.

I attached all documentation to the original claim. I will attach again. Please forward.

The alignment, strut and caster issues, transmission and any other problems with the car please be addressed.

Amber can drop the car July 24th morning for a test drive and discussion of plan with mechanic WITH a loaner car available. If the problems cannot be resolved due to poor servicing by Shearer, the car sale should be void.

\$323.27 for the two services needs to be reimbursed; I feel they should also accommodate for her gas and time off work.

On Jun 30, 2017, at 3:51 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Dear Ms Roseberry,

AUTOCAP is in receipt of the following email from Mr. Swartz. I believe all of your questions have been answered but please let me know if you still have questions. Mr. Swartz's answers are in blue and AUTOCAP responses, when necessary, are in red (hopefully the color comes through on your end).

Please let me know if you would like to proceed by bringing the vehicle to Audi South Burlington and continue working with Mr. Swartz.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: David Swartz <daves@audisouthburlington.com>

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

Sent: Fri, Jun 30, 2017 10:17 am

Subject: RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

1.... Who is going to inspect it? Antony? Reggie? Both who have either serviced and/or missed or dismissed any problem although two outside businesses acknowledge it first appointment? Both outside facilities mention damage, affects of wrong tires, wrong weights and poor balance and alignments after two separate services. What will be different with your service particularly now that she is in Massachusetts for a six week training for her job & would need to bring the car back to Shearer Audi? The car will be inspected by the service department at Audi South Burlington, the selling dealer. Customers often change tire size, related to winter tires and or ride preference. Tire size will only effect the automobile in the event that the four tires are all of different size. Not the case here.

Are you going to provide a loaner for Monday through Friday? She is out of state for four more weeks and returns Friday evenings and leaves again Sunday afternoon as long as the loaner is returned at the end of the week, we have no problem arranging a loaner.

Can a mechanic go pick the car up between Friday to Sunday in Barre and utilize his drive back to Burlington to properly diagnose the driving issues? No, we do not have mechanics working then

Does the VADA provide an outside mechanic to ensure quality and provide a fourth opinion for Shearer's fourth opportunity to diagnose a problem other facilities have been able to diagnose the first time? The AUTOCAP panel does not make any recommendations/resolutions outside of a panel hearing. If your case goes to a panel hearing you may request a 4th opinion as part of your requested resolution which the Panel members will take into consideration.

AND again....

3.... When were the wrong size tires placed on the car? Manufacturer or Shearer Chevy? Shall we include Shearer Chevy in this conversation? Audi South Burlington does not have previous owners service history. We do not know if the previous owner service the tires at another shop. We make no warranties on previous service history, we only warrant that which is included in the used car buyers guide as determined by the federal government.

4.... Where can the car be serviced utilizing an Audi gold warranty for services covered? The car can be service by any Audi dealership. Additionally another venue can service the car if the wish to go through the steps of contacting the warranty company and getting authorization.

5.... How do you plan to reimburse her expense: time off work and mileage for three previous trips to Shearer and the two outside service invoices? You have copies of both bills in the original email. We do not plan to reimburse for the time taken to return the car for service. I did not receive any invoices from AUTOCAP in my emails from them. The Consumer Assistance Program office did not submit any supporting documentation with your complaint to AUTOCAP.

6.... What about the transmission and shifting problems that have STILL not been addressed? We can inspect the transmission concerns, but if we cannot duplicate them there is not much we can do. The service plan purchased does cover the transmission.

We have been in contact with you since the Monday following the sale and have been dismissed. Following this drawn out dissatisfaction; the manufacture warranty has now expired (Audi said it wasn't still covered, but it was); however GM is aware and has been reaching out to you.

From: Kim Gauthier [mailto:vtautocap@aol.com]
Sent: Wednesday, June 21, 2017 1:15 PM
To: daves@audisouthburlington.com
Subject: Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Good Afternoon Dave,

We have received the following email from Ms. Roseberry with questions regarding the offer to inspect the caster. In addition, her original questions are still not being answered and AUTOCAP would like you to answer all her questions in your next response. AUTOCAP will take care of question #1 (iii). Please respond, in writing, within the next 10 days or July 1, 2017.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Amanda Roseberry <
To: Kim Gauthier <vtautocap@aol.com>; Amber Roseberry <
Sent: Wed, Jun 21, 2017 12:28 pm
Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Kim,

Do you facilitate the complete loop in communication or only forward responses? Having a hard time continuing to reiterate the same concerns and questions that are not being addressed. So if you could help me in this, it would be much appreciated.

In response to email:

A fourth follow up appointment:

- 1..... Who is going to inspect it? Antony? Reggie? Both who have either serviced and/or missed or dismissed any problem although two outside businesses acknowledge it first appointment? Both outside facilities mention damage, affects of wrong tires, wrong weights and poor balance and alignments after two separate services. What will be different with your service particularly now that she is in Massachusetts for a six week training for her job & would need to bring the car back to Shearer Audi?
- i..... Are you going to provide a loaner for Monday through Friday? She is out of state for four more weeks and returns Friday evenings and leaves again Sunday afternoon.
- ii. Can a mechanic go pick the car up between Friday to Sunday in Barre and utilize his drive back to Burlington to properly diagnose the driving issues?
- iii. Does the VADA provide an outside mechanic to ensure quality and provide and fourth opinion for Shearer's fourth opportunity to diagnose a problem other facilities have been able to diagnose the first time?

AND again....

2..... When were the wrong size tires placed on the car? Manufacturer or Shearer Chevy? Shall we include Shearer Chevy in this conversation?

3..... Where can the car be serviced utilizing an Audi gold warranty for services covered?

4..... How do you plan to reimburse her expense: time off work and mileage for three previous trips to Shearer and the two outside service invoices? You have copies of both bills in the original email.

5..... What about the transmission and shifting problems that have STILL not been addressed?

We have been in contact with you since the Monday following the sale and have been dismissed. Following this drawn out dissatisfaction; the manufacture warranty has now expired (Audi said it wasn't still covered, but it was); however GM is aware and has been reaching out to you.

Although Audi did not take the time to know much about the car they were selling and Mr Swartz has not responded fully to my concerns and questions in previous email and is on vacation, as Mr Shearer has been included in these correspondences and is also very familiar with VADA, I look forward to a complete response and progressive assistance in the connection between Chevy and Audi moving forward to resolve our concerns. I do not anticipate another inadequate reply or offers to provide less than excellent customer service.

Legally separate or not, you are affiliated under Shearer Auto. The association has potentially within itself sold, poorly serviced, and resold a damaged car either unintentionally or worse. Fortunately, events like this lead to learning opportunities for which the company may adopt a new practice of looking into the car's they buy in trade, such as easily getting info from their sister next door before reselling to a person looking for reliability to get to work.

This is Shearer Auto's doing not ours. A safe and reliable car is someone's livelihood. Am I wrong to expect your company to practice honorably and thoroughly fix an issue that has surfaced immediately after the sale.
Stand by your product and do the right thing.

Thank you,
Amanda

Sent from my iPhone

On Jun 21, 2017, at 9:19 AM, Kim Gauthier <vtautocap@aol.com> wrote:

Dear Ms. Roseberry,

AUTOCAP has received the following response from David Swartz. Please review and respond in writing. At this point you have 2 choices, first is to bring the car back to Audi South Burlington for them to inspect the caster or secondly, go directly to an AUTOCAP panel hearing which involves both you and the dealer presenting your case in front of a volunteer panel of consumer and dealer representatives (see attached). Please let me know as soon as possible as to how you would like to proceed.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: David Swartz <davidsw@shearerauto.com>

To: 'Kim Gauthier' <vtautocap@aol.com>; wrs@shearerauto.com

Sent: Tue, Jun 20, 2017 12:22 pm

Subject: RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Good Afternoon Kim

If Ms. Roseberry would like to bring the car back to Audi south Burlington so that we can inspect the caster that she refers to, I would gladly schedule that.

Please be advised that while Shearer Chevrolet sold and serviced the car to the original owner, the businesses are independent of one another. We do not maintain or have access to the service records at Shearer Chevrolet.

Additionally, we make no claims as to the previous owners maintenance, other than that which is disclosed on the Carfax, after all, it is a pre-owned car.

I will be out of the office the balance of this week, please let me know what day next week she would like to bring the car in so that we may inspect the caster.

Thanks in advance

Dave Swartz

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

Sent: Friday, June 16, 2017 2:17 PM

To: daves@audisouthburlington.com; wrs@shearerauto.com

Subject: Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Good Afternoon Dave,

Below is a response from Amanda Roseberry, and her brother, regarding her complaint and your June 7th response. Please review and respond, in writing, within 5 business days or Friday, June 23, 2017.

Thank you,

Kim Gauthier, AUTOCAP Coordinator

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

From: Amanda Roseberry <amandroseberry@aol.com>

To: Kim Gauthier <vtautocap@aol.com>; Amber Roseberry <amandroseberry@aol.com>

Sent: Wed, Jun 14, 2017 11:14 am

Subject: Re: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

As stated in the original complaint letter, the problem we have discovered is that the car originally sold, serviced, and resold by Shearer Auto (Chevy and Audi) is not driving properly due to some significant oversights: poor alignment following a driver reported incident with Shearer Chevy, improper balances, poor fitting and missing weights, wrong size tires mounted by dealership and possibly originally at manufacturer, and follow-up alignments not within standard specification for the vehicle.

1..... The car was damaged in November 2016, quoted at Shearer Chevy for \$6438 repair costs stating owner hit a curb on right front side.

2..... The car was sold by Shearer Audi April 2017 with Audi Gold Warranty approximately 1,000 driven miles later.

3..... A couple days after test drive and being serviced for pickup: On the way home, the car was not driving properly, shaking, rough ride which worsened over the week.

i..... Balance/alignment was not correct per Stones Service; they reported wrong and damaging size of tires on car; the car needed repair and to bring it back to dealer.

ii. I contacted Mr Schwartz May 19 because Amber was in tears and having difficulty getting any help from the salesman or Service manager. Shwartz assisted getting her a loaner car and apologized he was not aware of all the push back; if he had known he could have gotten her car in sooner and would be following up with me to make sure issue was resolved. Shearer Audi/Chevy mounted new correct size tires, balanced and aligned, replaced heating core and fixed a leak the following week.

iii. Car steering wheel tilted significantly and not driving straight down highway. Antony told Amber it was her car's steering wheel "natural tilt" despite the opinion of one of his colleagues. Please see picture below.

iv. Pushback on servicing timelines for Shearer Chevy so car serviced by Handy Chevrolet for second opinion. They reported the alignment/balance was bad; caster bent and while aligned better; it would never be within specs because of the bent caster. The car was visibly in an accident prior even though not reported. Invoices confirm this.

v..... The alignment is not holding; worsens after week or two of service.

vi. The issue of the shifting has not been addressed. The car has been skipping/missing gears, which was reported to Shearer Chevy and Audi prior to the thermostat replacement.

Why is the car overheating requiring a heating core replacement? Wear and tear due to improper maintenance? Were the wrong size tires on the vehicle from the original sale date? Or when did Shearer Chevy mount the wrong tires? Does this void any warranties as stated in the manual? Why wasn't the incident in November mentioned with immediate resale?

Regarding the warranty, a refund was never requested from Schwartz. In the voicemail, I left an update about the car and seeking assistance from him as he did not call back following December 19 to make sure the issues were resolved as he stated he would and a clarification of the warranty was requested. The car was warranted by Shearer Audi. Audi dealerships are saying they cannot service a Chevy as they do not have the proper equipment. Shearer Audi sends the car to Shearer Chevy as a same owner affiliate. Who can honor this warranty other than Shearer Auto?? Nonetheless, due to the recurrent issues over the last month, the last conversation with Shearer Chevy confirmed they would not be servicing the car, that Shearer Audi was responsible. My additional concerns are that Antony noted Reggie to be Shearer Audi's top mechanic; he was the serviceman for car when the incorrect sized tires were mounted, improper balancing, inspection and alignments.

- 1..... Voiding the warranty does not solve the damaged car sale.
- 2..... Paying for the two services done at outside shops is merely the beginning. It does not reimburse the frequent one hour drives to Burlington from Barre, the gas and mileage, nor unpaid time off work to do this.
- 3..... Is the car's drivetrain damage by operating with the wrong size tires mounted by either Shearer Auto? They say they just replaced same size already on vehicle. So, were wrong size tires placed by manufacturer 34,000 miles ago and caused drive train problems and overheating?
- 4..... While Antony said "you bought a used car, is what it is," Unless the car is repaired to meet alignment and driving standards by a skilled mechanic, due to Shearer Auto's nondisclosure of driving damage with immediate resale, the sale should be void, loan refunded, and reimbursement of expenses.

We do not expect anything unfair, but I signed for this car so that my younger sister, Amber had a reliable trustworthy car traveling required for her new job promotion. I appreciate you helping to rectify this issue.

<image001.jpg>

Sent from my iPhone

On Jun 9, 2017, at 2:01 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Dear Ms. Roseberry,

AUTOCAP is in receipt of your complaint against Audi South Burlington regarding your 2012 Chevy Cruze. We have also received the following email response, with attached

supporting documentation, from David Swartz, GM with Audi South Burlington. Please review and respond, in writing, within 10 business days or June 23, 2017. If we do not hear from you on or before June 23, 2017, we will close the case and send a copy back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: David Swartz <daves@audisouthburlington.com>

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

Cc: 'Bill Shearer' <wrs@shearerauto.com>

Sent: Wed, Jun 7, 2017 12:23 pm

Subject: RE: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Hi Kim

Ms. Roseberry contacted me on or about May 25 with a few concerns with the car she cosigned for her sister.

At the time the biggest issue was that the service department could not get the car in until after the holiday and she was concerned driving the car. I arranged a loaner for her to use over the holiday weekend and made arrangements to get the car into the shop ASAP.

One concern was tires. While we replaced the tires prior to selling the car, the tech matched the tires that were on the car, which turned out to be the incorrect size. We replaced those tires plus did an alignment and some warranty work was performed at our Chevrolet store. Her sister then picked the car up and returned a day or two later complaining about the alignment. We realigned the car, but she was not happy since the steering wheel was not perfectly straight.

I received a voicemail from Ms. Roseberry that she took the car to another dealer who aligned the car to her satisfaction and she was upset she had to pay for that. I had not returned the call at the time, she had stated she had contacted your office on the voicemail.

When we serviced the car, we saw no sign of frame or structure damage. According to her, the alignment was completed to her satisfaction by another dealer. According to the Carfax, which I attached for your consideration, there is no sign of damage reported to them either.

If she would like reimbursement for the alignment, all she needs to do is send me a copy of the bill stating acknowledging that the alignment was completed elsewhere to her satisfaction.

She also mentioned that she is not sure that she wants the extended service plan that she purchased. With a letter signed by both parties we certainly can cancel the warranty, just leaving her with the remainder of the 3month/3000 mile powertrain

warranty with a maximum benefit of \$2000. Also, please make sure she is aware that the refund would go to the financial institution since the plan was financed along with her car purchase.

Thank you
Dave

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Monday, June 05, 2017 12:37 PM
To: daves@audisouthburlington.com; wrs@shearerauto.com; tammys@shearerauto.com
Subject: Fwd: VT AGO 2017-03887 Roseberry, Amanda (Shearer Motor Company) CAP

Dear Dave & Bill,

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

This CARFAX Vehicle History Report provided free of charge by:



Shearer Audi Acura
1301 Shelburne Rd
South Burlington, VT 05403
1-888-574-0170

SHOW ME THE CARFAX

CARFAX

CARFAX[®] Vehicle History Report[™]
An independent company established in 1986

US \$39.99

Vehicle Information:
2012 CHEVROLET CRUZE LS
 VIN: 1G1PC5SH6C7331949
 SEDAN 4 DR
 1.8L L4 MPI DOHC 16V
 GASOLINE
 FRONT WHEEL DRIVE
Standard Equipment | Safety Options

CARFAX Report Provided By:
 Shearer Audi Acura
 1301 Shelburne Rd
 South Burlington, VT 05403
 1-888-574-0170
<http://www.audisouthburlington.com/>

- No accident / damage reported to CARFAX
- 2 Previous owners
- 13 Service history records
- Personal vehicle
- Last owned in Vermont
- 36,145** Last reported odometer reading

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 6/7/17 at 11:48:00 AM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

CARFAX Ownership History	Owner 1	Owner 2
The number of owners is estimated		
Year purchased	2012	2017
Type of owner	Personal	Personal
Estimated length of ownership	4 yrs. 10 mo.	1 month
Owned in the following states/provinces	Vermont	Vermont
Estimated miles driven per year	7,013/yr	---
Last reported odometer reading	34,144	36,146

CARFAX Title History	Owner 1	Owner 2
CARFAX guarantees the information in this section		
Salvage Junk Rebuilt Fire Flood Hail Lemon	Guaranteed No Problem	Guaranteed No Problem
Not Actual Mileage Exceeds Mechanical Limits	Guaranteed No Problem	Guaranteed No Problem
GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. Register View Terms View Certificate		



CARFAX Additional History

Not all accidents / issues are reported to CARFAX

Total Loss

No total loss reported to CARFAX.

Structural Damage

No structural damage reported to CARFAX.

Airbag Deployment

No airbag deployment reported to CARFAX.

Odometer Check

No indication of an odometer rollback.

Accident / Damage

No accidents or damage reported to CARFAX.

Manufacturer Recall

No open recalls reported to CARFAX. Check for open recalls on GM vehicles at recalls.gm.com.

Basic Warranty

Original warranty estimated to have expired.

Owner 1

- No Issues Reported
- No Issues Reported
- No Issues Reported
- No Issues Indicated
- No Issues Reported
- No Recalls Reported

Warranty Expired

Owner 2

- No Issues Reported
- No Issues Reported
- No Issues Reported
- No Issues Indicated
- No Issues Reported
- No Recalls Reported

Warranty Expired

CARFAX Detailed History

Glossary

Owner 1	Date:	Mileage:	Source:	Comments:
Purchased: 2012 Type: Personal Where: Vermont Est. miles/year: 7,013/yr Est. length owned: 6/5/12 - 4/17/17 (4 yrs. 10 mo.) Low mileage! This owner drove less than the industry average of 15,000 miles per year.			Original Equipment	Vehicle equipped with OnStar
	05/02/2012		Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Get 3 free months of premium OnStar with Automatic Crash Response, Roadside Assistance and Remote Door Unlock by pressing the blue OnStar button Learn more
	05/03/2012	10	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Vehicle offered for sale
	05/03/2012		Shearer Volkswagen South Burlington, VT 802-658-1130 volkswagensouthburllngton.com	Pre-delivery inspection completed Emissions or safety inspection performed
	06/05/2012	15	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Pre-delivery inspection completed Emissions or safety inspection performed
	06/05/2012		Vermont Motor Vehicle Dept.	Vehicle sold
	06/05/2012			Vehicle purchase reported Titled or registered as personal vehicle

06/13/2012		Vermont Motor Vehicle Dept. Essex Junction, VT Title #0613122704007	Title issued or updated Registration issued or renewed First owner reported Passed safety inspection Vehicle color noted as Silver
07/23/2012	1,973	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Vehicle serviced
01/06/2013		Vermont Motor Vehicle Dept. Essex Junction, VT Title #0613122704007	Registration issued or renewed Passed safety inspection Vehicle color noted as Silver
03/14/2013	8,154	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Vehicle serviced
11/25/2013	13,427	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Vehicle serviced
01/10/2014		Vermont Motor Vehicle Dept. Essex Junction, VT Title #0613122704007	Registration issued or renewed Passed safety inspection Vehicle color noted as Silver
08/26/2016	25,481	Oil N'Go #1 Essex Junction, VT 802-879-2707 oilngo.com	Recommended maintenance performed
10/06/2015	26,533	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Thermostat housing/gasket replaced
01/03/2016		Vermont Motor Vehicle Dept. Essex Junction, VT Title #0613122704007	Registration issued or renewed Passed safety inspection Vehicle color noted as Silver
11/18/2016	32,975	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Brakes checked Steering/suspension checked Strut(s) replaced Two tires balanced Two tires mounted Two wheel alignment performed Wheels checked
11/30/2016	32,976	Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-658-1111 shearerchevrolet.com	Vehicle serviced
04/17/2017	34,144	Shearer Audi Acura South Burlington, VT 802-861-3010 sheareracura.com/	Four tires balanced Four tires mounted Oil and filter changed
04/17/2017		Shearer Audi South Burlington, VT	Vehicle offered for sale
04/24/2017		Shearer Audi South Burlington, VT	Vehicle sold

Owner 2 Purchased: 2017	Date:	Mileage:	Source:	Comments:
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Type: Where: Est. length owned:	Personal Vermont 4/24/17 - present (1 month)	04/24/2017	Vermont Motor Vehicle Dept.	Vehicle purchase reported
		05/15/2017	Vermont Motor Vehicle Dept. Burlington, VT Title #0515173003073	Title issued or updated Registration issued or renewed New owner reported Passed safety inspection Vehicle color noted as Silver
		05/25/2017	35,777 Shearer Chevrolet Cadillac Buick GMC South Burlington, VT 802-858-1111 shearerchevrolet.com	Axle seal(s) replaced
		05/26/2017	Shearer Audi Acura South Burlington, VT 802-861-3010 sheareracura.com/	Four tires balanced Four tires mounted Four wheel alignment performed
		05/31/2017	36,145 Handy Chevrolet Saint Albans, VT 802-524-7097 handycars.com	Alignment performed

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.



Glossary

[View Full Glossary](#)

First Owner
When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

New Owner Reported
When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History
CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued
A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.

6/7/17 11:48:00 AM (EDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2012 CHEVROLET CRUZE vehicle (VIN: 1G1PC5SH6C7331949), which is based on information supplied to CARFAX and available as of 6/7/17 at 11:48 AM (EDT).

Customer Signature	Date	Dealer Signature	Date
--------------------	------	------------------	------

From: AGO CAP <ago.cap@vermont.gov>
Sent: Thursday, June 01, 2017 12:15 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Amanda
Your Last Name	Roseberry
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	30
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Audi South Burlington A Shearer Automotive Company
Person's Last Name	Anthony Cochrane; Dave Swartz
Business Phone (1)	(802) 861-3466
Phone (1) Type	Office
Business	(802) 861-3456

Phone (2)	
Phone (2) Type	Office
Business E-Mail Address	daves@audisouthburlington.com ; antonyc@audisouthburlington.com
Business Address	1325 Shelburne Rd
Business City	South Burlington
Business State	VT
Business Zip Code	05403
Business Website/URL	http://www.audisouthburlington.com/
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2012
What is the make and model of your vehicle?	Chevy Cruze
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	Shearer Audi South Burlington
Inspection sticker number, date and color:	17-130273, April 17, 2017, color:Blue
When was the vehicle purchased?	APRIL 24, 2017
What was the purchase price?	10,080.70
Vehicle	34,144

mileage at time of purchase:	
Current mileage on the vehicle:	36256
Did you receive a Buyer's Guide document with the vehicle?	Yes
Which of the following apply to the vehicle?	Service Contract (purchased warranty)
Description	<p>This car was purchased for Amber Roseberry from Shearer Audi April 24, 2017. The car fax was pulled and showed one concerning item that the thermostat had to be replaced. We asked if it ever over heated, we were told no it was just a recall. We also asked if the car had ever been in any wrecks, we were told no. This car was one owner and the car fax shows the owner took very good care of it. He traded it in to Shearer Audi from Shearer Chevy. It came with 3 month, 3,000 mile limited warranty. We purchased an extended Gold warranty to ensure safety/reliability over the loan.</p> <p>Due the car not being ready, I was given a rental car. The next day after work I went to pick up my new car on April 25, 2017. On the way home I noticed the tire pressure was off. Amber called the dealer the following Monday after the sale because she started noticing shaking/vibration/jerking/air pressure/oil percentage 20%. The service department told her 3 weeks before they could get her in, I did take the appointment for June 6, 2017. I then called Audi in Rutland, VT via my warranty states I can bring it to any Audi service shop. They told me no they do not have the proper tools to work on Chevy's. I brought it to Stones in barre, VT, a local reputable service shop. The earliest time available was May 17, 2017 I had to have the balance fixed and alignment, due to a bad balance and missing weights. Leaving the shop, it did not fix the issue. I called Mike back at stones and he said "ill do a test drive." After the test drive he said "i needed to bring it back to the dealership the transmission was slipping, and that the drive train is causing all the disturbance, and they mounted wrong tire size"</p> <p>I brought the vehicle to Shearer Chevy on May 19, 2017. They then shuttled me for a rental at Shearer Audi.</p> <p>That following Monday May 22, 2017, I received a call stating the heating core, axle seal was leaking, and the tires were replaced due to wrong size mounted prior to purchase, and alignment was done. I received a call that Friday May 26, 2017 that the car was ready. Picking up the car I noticed a strong coolant smell in the vehicle, and the steering was still tilted. I brought it back Saturday morning May 27, 2017 due to Shearer Audi service closed after picking the car up Friday, and they did not have a rental available Saturday. I requested for the Invoices done by Shearer Chevy, and was given the go around on to who prints those out. That following Tuesday May 30, 2017 I get a call back that the car is ready and was test driven and everything was good. I requested the invoices again to be ready via pick up. I picked up the car and driving the steering is still tilted. Shearer Audi only had the invoices that they did on the car and that I would have to go back to Shearer Chevy for their invoice. I said "its been a go around, I want the invoices ready for pick up tomorrow (May 31, 2017)", I was told by the service rep "that it was not a problem he would let the supervisor know." Wednesday May</p>

	<p>31,2017 I took off work and went back to Shearer Audi to get this resolved. I had a meeting with the supervisor over this. His response was "your car is aligned, your car is just naturally tilted." I knew this answer was not correct. I then requested a service tech to drive with me. the results were it needed an alignment. All three of us, Supervisor, service tech, and I talked for about 20 minutes. The service tech agreed that the car needed an alignment and the Supervisor response was "if you want a straight wheel, your alignment will be off" i said no, thats not an accurate statement, but when will this alignment per take?. I requested the specs before and after alignment. but he could not do anything till Friday. I said "this is unacceptable, I have been dealing with this for three weeks now, i now have lost pay, time, gas, and mileage for something that should of been handle pre purchase". His response "well we did the inspection and everything was good" i said "inspection does not check tire balance, and did not even notice the tires were not acceptable for the vehicle"</p> <p>I took the appointment, leaving i went to Shearer Chevy demanding the invoices again. I did receive them. Leaving there i took the car to Randy Chevy in St albans, VT to get answers. They took the car in and i started going thru all the invoices. The car did over heat according to the one owner, and the car had been in an accident. The entire right front suspension was replaced and paid by customer.</p> <p>After four hours in at Randy Chevy , i was told "the balance of the tires were bad, your missing weights, and it needs an alignment." I received the specs of before and after. The alignment was fixed but with a discrepancy. The right front tire caster can not be aligned . The car has been in a wreck and the issues resolve around that and it can not be fixed."</p> <p>Today June 1, 2017 I took the car to Chevy in Montpeiler, Vt to review the alignment and what to do from here. I was told by the service manager that he did not want to get involved with this car. I then called Shearer Chevy in Burlington, Vt to look at the car. The Supervisor said "we are no longer going to service this car". My response " I am paying for the service, i just want to know why the caster of the right tire will not align", His response " Shear Audi is responsible, we are no longer involving our selves"</p> <p>I Called Chevy back in St albans to discuss further about the alignment results. The supervisor told me the car was clearly in a wreck you can tell by the paint difference and the work done on it. That the caster on the right is tilted further, which would be a needle in a hay stack to find out why, and probably wont find, it could be do to new parts not corresponding well, or the strut being off a little" he said "the caster wont affect the tire wear and he did not think it would affect mechanics of the car, but you will here the clunking your experiencing". I have contacted Chevy and made a complaint.</p>
Amount of loss:	578.00 just with service repair, and gas, and two days of lost pay as of June 1, 2017
How would you like this matter to be resolved?	restitution of time, gas, mileage, and loss of pay, and to be provided a car that is not a "lemon" or the loan paid to the new value of the car (knowledge of wreck) , the warranty to be discussed on where the car can be worked on correctly.
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or	<ul style="list-style-type: none"> Purchase/sales contract Buyer's Guide Warranty documentation Finance contract Repair Orders Advertisement/solicitation

**mail/fax
them to us)**

**Incident
Date**

11/11/2016 12:00:00 AM

CUSTOMER: 167177

49342

Shearer Acura
60 SHELBURNE ROAD
SOUTH BURLINGTON, VT 05403
Phone: (802) 861-5400
Fax: (802) 862-1861
www.sheareracura.com
acuradeals@sheareracura.com



MANUFACTURER: HONDA



PAGE: 1

SERVICE ADVISOR: 6045 RAYMOND JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	STACK
STEEL	17	CHEVROLET CRUZE	1G11C5SH6C7231949	CHV614	25733/25733	11919
DEFENSE	WASH DATE	WASH EXP.	PROMISED	FOUND	RATE	PAYMENT
			17:00 25MAY17		98.00	CASH
QUANTITY	MO	TRIG OPENING	READY	OPTIONS	STG#17A02872	DLR#0
14:57	25MAY17	16:24	25MAY17	ENG: 1.8 Liter MPI DOHC		
					GROSS	NET
						TOTAL

14:57 25MAY17 16:24 25MAY17
 4 MOUNT AND BALANCE 4 TIRES
 60581000
 4 MAN216016 HANROCK OPTIMO
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
 35733 PERFORMED ME4

 B CUSTOMER STATES PERFORM FOUR WHEEL ALIGNMENT
 ALIGN CUSTOMER STATES PERFORM FOUR WHEEL ALIGNMENT
 60581000 (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
 35733 PERFORMED ALIGNMENT

We strive for excellence and value your opinion! If you would like to express your feelings feel free to contact our Customer Relations Manager, Tammy Saave
 tammysa@sheareracura.com (802) 861-1450
 Thank you for your business and we look forward to seeing you again.

"Thank You For Your Patronage"

DISPOSAL OF HAZARDOUS WASTE

The brand of vehicle repair shop's hazardous waste, oil, Solvents, Antifreeze, etc. and the disposal of these materials should be done in a responsible manner. The disposal of these materials should be done in a responsible manner. The disposal of these materials should be done in a responsible manner.

DISPOSITION	PRICE
W/REPAIR PARTS	0.00
PARTS AMOUNT	
LABOR AMOUNT	
TOTAL AMOUNT	
SALES TAX	
TOTAL DUE	
SALES TAX	
TOTAL DUE	

Service History Report

05/31/2017 03:20 PM

2012 CHEVROLET CRUZE

VIN: 1G1FC5SH6C7301920

Repair Order #486821
Open Date 05/19/2017

Mileage: 35788
Closed Date 05/23/2017

Total \$431.00
Advisor: Todd Stewart

Year: 2012
Model: CRUZE
Color: BLACK

Service MEMO ONLY

Type: CC Technician: Trevor Lamy Comeback: N
Labor: \$0.00 Parts: \$0.00 Misc: \$0.00

Complaint: CUSTOMER STATES veh shakes while driving worse when get to higher speeds
Cause:

Correction: 35777 SLIGHT VIBRATION BUT NEEDS CORRECT SIZE TIRES

Service REPAIR REPAIR

Type: CC Technician: Trevor Lamy Comeback: N
Labor: \$217.50 Parts: \$58.91 Misc: \$0.00

Complaint: CUSTOMER STATES car is leaking coolant
Cause:

Correction: 35777 DIAGN AND REPLACED THE HEATER CORE. TOPPED OFF COOLANT AND RECHECKED OK

Service MEMO ONLY

Type: CC Technician: Trevor Lamy Comeback: N
Labor: \$0.00 Parts: \$0.00 Misc: \$0.00

Complaint: CUSTOMER STATES tires are incorrect for veh
Cause:

Correction: 35777 NEEDS 215/60R16

Service MEMO ONLY

Type: CC Technician: Trevor Lamy Comeback: N
Labor: \$0.00 Parts: \$0.00 Misc: \$0.00

Complaint: CUSTOMER STATES steering wheel is not centered
Cause:

Correction: 35777 CAR NEEDS AN ALIGNMENT

Service REPAIR FRONT WHEEL DRIVE SHAFT SEAL REPLACEMENT - RIGHT SIDE

Type: WH Technician: Trevor Lamy Comeback: N
Labor: \$155.49 Parts: \$15.80 Misc: \$0.00

Complaint: CUSTOMER STATES veh shifts hard into 3rd gear
Cause:

Correction: 35777 DRIVES SHIFT HARD ON TEST DRIVE HAS WRONG SIZE TIRES AND AXLE SEAL LEAK REPLACED FRONT AXLE SEAL AND TOPPED OFF THE TIRAS CAR HAS ALL UPDATED TIRAS CALIBRATIONS. TIRAS CALIBR POST REPAIR. TEST DRIVE AND VERIFIED REPAIR AT THIS TIME

Service DIAGNOSTIC TIME FOR EVALUATION OF VEHICLE

Type: CC Technician: Trevor Lamy Comeback: N
Labor: \$0.00 Parts: \$0.00 Misc: \$0.00

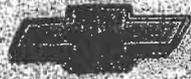
Complaint: CUSTOMER STATES SERVICE LIGHT IS ON AND ON

Correction: 35777 REPAIR SERVICE LIGHT AND SERVICE LIGHT VERIFIED WORKING WHILE IN SHOP

Handy Chevrolet
699 Highgate Rd
St Albans, VT 05478

Handy Chevrolet

699 Highgate Rd St. Albans, VT 05478
Call 877-857-9256
www.handycars.com



98604 ROS

173742

CREDIT CARD
VISA SALES

SALE AMOUNT \$22,277
CUSTOMER'S NAME

VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
1C1PC5SH6C7331949	36145	36145	05/31/17 13:09	05/31/17	98604
VEHICLE DESCRIPTION					STATUS
2012 CHEVROLET CRUZE LS (SILVER)					COMPLETE
TERM	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES
14	98.00				
TERM	TECH	HOURS	TYPE	AMOUNT	TERMS
	B26		Customer	\$89.95	Cash
that the steering wheel is not straight					
Line Total...					\$89.95

CONCERN	TECH	HOURS	TYPE	AMOUNT	
B Customer states that there is a slight vibration at high speed and there is a clunking noise.	B26		Customer	\$45.00	
CORRECTION: RECOMMEND RETURNING TO HANDY CHEVROLET AFTER 50 MILES TO RETORQUE WHEELS FOR SAFETY. Found wheel weights loose and some missing (2). Right front off .5, right rear off .75, left rear off .5, and left rear off 1.00.					
Line Total...					\$45.00

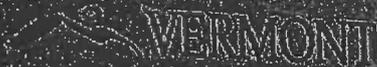
CONCERN	TECH	HOURS	TYPE	AMOUNT	
C Diagnosis of all concerns a 1 hr	B26		Customer	\$98.00	
Line Total...					\$98.00

Totals		Amount
Labor		\$232.95
Shop Supplies		0.00
TOTAL CASH		\$232.95

Service Manager's Signature

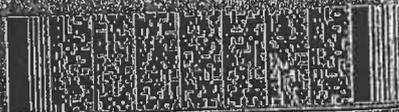
Within a couple of weeks you may receive a
Customer Satisfaction Survey from General Motors.
Please call us at 877-857-9256 if you are not
Completely Satisfied.
www.handycars.com

Correction: 32875 REPLACED THE RIGHT FRONT CALIPER
Service: MB2 MOUNT AND BALANCE 2 TIRES
 Type: MBS
 Labor: \$30.95
 Technician: Trevor Lamay
 Parts: \$117.60
 Comeback: N
 Misc: \$0.00
Complaint: REPLACE 2 RIMS
Correction: 32975 REPLACED THE 2 RIGHT SIDE RIMS
Service: REPLACE HUBS
 Type: MBS
 Labor: \$118.80
 Technician: Trevor Lamay
 Parts: \$0.00
 Comeback: N
 Misc: \$0.00
Complaint: REPLACE BEARING
Correction: 32975 REPLACED THE RIGHT FRONT WHEEL BEARING
 Labor Order: 377208
 Mileage: 26520
 Total: \$0.00
 Closed Date: 11/03/2013
 Advisor: Heath Badell
 Order Category: 3 MITCHELL
Service: 4032330 ENGINE COOLANT THERMOSTAT HOUSING REPLACEMENT
 Type: WYS
 Labor: \$136.03
 Technician: Miles Frano
 Parts: \$166.97
 Comeback: N
 Misc: \$0.00
Complaint: CUSTOMER STATES THE SERVICE ENGINE LIGHT IS ON TRANSMISSION IS SHIFTING HARD
Correction: 26520 HEATER CIRCUIT PROBLEM IN THERMOSTAT HOUSING CHECK FOR CODES P0599 HEATER CIRCUIT PROBLEM RESISTANCE TOO HIGH IN HEATER ELEMENT REPLACE THERMOSTAT HOUSING COOLANT LOW AND LEAKING AROUND HOUSING. CLEAR CODES.
 Labor Order: 377208
 Mileage: 13427
 Total: \$1,316.93
 Closed Date: 11/03/2013
 Advisor: Heath Badell
 Order Category: 3 MITCHELL
Service: EST REPAIR PER ESTIMATE
 Type: OBUS
 Labor: \$668.10
 Technician: Michael Cingos
 Parts: \$0.00
 Comeback: N
 Misc: \$0.00
Complaint: REPAIR PER ESTIMATE
Service: EST REPAIR PER ESTIMATE
 Type: OBUS
 Labor: \$117.00
 Technician: MULTI
 Parts: \$0.00
 Comeback: N
 Misc: \$0.00
Complaint: REPAIR PER ESTIMATE
Service: EST REPAIR PER ESTIMATE
 Type: OBUS
 Labor: \$117.00
 Technician: MULTI
 Parts: \$0.00
 Comeback: N
 Misc: \$0.00
Complaint: REPAIR PER ESTIMATE
Service: EST REPAIR PER ESTIMATE
 Type: OBUS
 Labor: \$117.00
 Technician: MULTI
 Parts: \$0.00
 Comeback: N
 Misc: \$0.00
Complaint: REPAIR PER ESTIMATE



INSPECTION TEST REPORT FORM

Department of Motor Vehicles
Agency of Transportation
http://dmv.vermont.gov/AMP



DMV Inspections
120 State Street
Montpelier, Vermont 05603-0011

VEHICLE IDENTIFICATION

Plate: G0J 0
VIN: 1G1TPO5SH6C7331949
Veh. Type: CAR/TRUCK
Odometer: 34144

Year: 2012
Make: CHEVROLET
Model: CRUZE
Fuel Type: GASOLINE

GVWR: 4073
Sticker Number: 171130273
Sticker Month: 4

OVERALL TEST RESULT: PASS

SAFETY INSPECTION RESULT: PASS

Inspection Item	Result	Details
Registration and Insurance	PASS	
Wheels and Tires	PASS	
Steering and Suspension	PASS	
Brake Systems	PASS	
Lighting and Electrical	PASS	
Vehicle Glazing	PASS	
Body and Sheet Metal	PASS	
Exhaust System	PASS	
Drivetrain	PASS	
Fuel Cap and Catalytic Converter	PASS	
Bumpers and Fenders	PASS	

Thank you for doing your part to help keep Vermont's highways safe, and our air clean!

Station #: 11307	Primary Tech #:	0110	Date: 04/17/2017
Station Name: APEX MOTOR COMPANY	Tech name:	REGINALD HILL	Time: 16:11:47
Station Address: 1201 SHILDBORNE RD.	Primary Technician Signature:		
Secondary Tech #:			
Tech Name:			

VERMONT

INSPECTION TEST REPORT FORM

Department of Motor Vehicles
Agency of Transportation
http://dmv.vermont.gov/AVIP

DMV Inspections
120 State Street
Montpelier, Vermont 05603-0001

VEHICLE IDENTIFICATION

Plate: C020	Year: 2012	GVWR: 4078
VIN: 1G1PC6SH607391949	Make: CHEVROLET	Sticker Number: 17-130276
Veh. Type: CAR/TRUCK	Model: CRUISE	Sticker Month: 7
Odometer: 34144	Fuel Type: GASOLINE	

OVERALL TEST RESULT: PASS

OBD-II INSPECTION RESULT: PASS

System Monitored	Status	Test Results
Mistfire	Ready	OBDII Connection: PASS
Fuel System	Ready	OBD Readiness Monitor Results: PASS
Comprehensive	Ready	MIL Check with Key On Engine Off: PASS
Catalyst	Ready	MIL Check with Engine Running: PASS
Heated Catalyst	Not Applicable	MIL Command Status: PASS
Evaporative System	Ready	
Secondary Air	Not Applicable	
Air Conditioning System	Not Applicable	
Oxygen Sensor	Ready	
Oxygen Sensor Heater	Ready	
EDR System	Ready	
Diagnostic Trouble Codes (DTC) if Present		

Station #	1307	Primary Tech #	9110	Date	04/17/2017
Station Name	APEX MOTOR COMPANY	Tech name	REGINALD HILL	Time	16:11:47
Station Address	1301 SHELburnE RD	Primary Technician			
Secondary Tech #		Signature:			
Tech Name					

COMPLAINT REPAIR PER ESTIMATE

Vehicle: 2010 CHEVY CRUZE
Mileage: 110000
Closed Date: 11/20/2016
Technician: Marc Peterson
Total: \$8438.00
Advisor: Marc Peterson

Service: EST REFINISH PER ESTIMATE

Type: CRNS
Labor: \$926.40
Technician: Miguel
Parts: \$0.00
Comback: N
Misc: \$0.00

Complaint: REFINISH PER ESTIMATE

Cause:
Correction:

Service: EST REPAIR PER ESTIMATE

Type: CRNS
Labor: \$2484.65
Technician: Timothy J. Clingens
Parts: \$0.00
Comback: N
Misc: \$0.00

Complaint: REPAIR PER ESTIMATE

Cause:
Correction:

Front: BRASS 2405000
Mileage: 122975
Closed Date: 11/19/2016
Technician: Jerald Winterton
Total: \$0.00
Advisor: Jerald Winterton

Service: REPLACE FLAG

Type: MBS
Labor: \$50.00
Technician: Trevor Lamay
Parts: \$0.00
Comback: N
Misc: \$0.00

Complaint: CUSTOMER HIT CURB, ESTIMATE ON MECHANICAL ONLY

Cause:
Correction: 12975 DIAGN SUSPENSION DAMAGE AND QUOTE PARTS

Service: FEA FRONT END ALIGNMENT

Type: MBS
Labor: \$70.00
Technician: Trevor Lamay
Parts: \$0.00
Comback: N
Misc: \$0.00

Complaint: FRONT END ALIGNMENT

Cause:
Correction: 12975 COMPLETED FRONT END ALIGNMENT

Service: REPLACE STRUT

Type: MBS
Labor: \$100.00
Technician: Trevor Lamay
Parts: \$0.00
Comback: N
Misc: \$0.00

Complaint: STRUT

Cause:
Correction: 12975 REPLACED THE RIGHT FRONT STRUT

Service: REPLACE ANUGLE

Type: MBS
Labor: \$100.00
Technician: Trevor Lamay
Parts: \$0.00
Comback: N
Misc: \$0.00

Complaint: ANUGLE

Cause:
Correction: 12975 REPLACED THE FRONT RIGHT ANUGLE

Service: REPLACE COLLAR

Type: MBS
Labor: \$100.00
Technician: Trevor Lamay
Parts: \$0.00
Comback: N
Misc: \$0.00

Complaint: COLLAR

Cause:
Correction: 12975 REPLACED THE FRONT RIGHT COLLAR



Chevrolet 2012 Cruze
ExpressAlign Total Alignment

Front : Left

Actual	Before	Specified Range
0.9°	-0.9°	-1.3° 0.3°
4.0°	4.0°	3.8° 5.3°
0.04°	-0.03°	0.00° 0.20°
12.7°	12.7°	
11.9°	11.8°	

Camber
Caster
Toe
SAI
Included Angle
Turning Angle Diff.

Front : Right

Actual	Before	Specified Range
-0.7°	-0.7°	-1.3° 0.3°
3.6°	3.6°	3.8° 5.3°
0.05°	0.08°	0.00° 0.20°
13.0°	13.1°	
12.3°	12.4°	

Front

Cross Camber
Cross Caster
Cross SAI
Total Toe
Cross Turn Diff.

Actual	Before	Specified Range
-0.2°	-0.2°	-0.8° 0.8°
0.4°	0.4°	-0.8° 0.8°
-0.3°	-0.4°	
0.09°	0.05°	0.00° 0.40°

Rear : Left

Actual	Before	Specified Range
1.3°	1.3°	-2.2° -0.7°
0.00°	0.00°	-0.23° 0.38°

Camber
Toe

Rear : Right

Actual	Before	Specified Range
-1.7°	-1.7°	-2.2° -0.7°
0.23°	0.24°	-0.23° 0.38°

Rear

Cross Camber
Total Toe
Thrust Angle

Actual	Before	Specified Range
0.4°	0.4°	-0.6° 0.6°
0.23°	0.24°	-0.25° 0.35°
0.00°	0.012°	-0.30° 0.30°

Year	Month	Day	Event	Location
1970	10	10	Warren	...
1970	10	11	Warren	...
1970	10	12	Warren	...
1970	10	13	Warren	...
1970	10	14	Warren	...
1970	10	15	Warren	...
1970	10	16	Warren	...
1970	10	17	Warren	...
1970	10	18	Warren	...
1970	10	19	Warren	...
1970	10	20	Warren	...
1970	10	21	Warren	...
1970	10	22	Warren	...
1970	10	23	Warren	...
1970	10	24	Warren	...
1970	10	25	Warren	...
1970	10	26	Warren	...
1970	10	27	Warren	...
1970	10	28	Warren	...
1970	10	29	Warren	...
1970	10	30	Warren	...
1970	10	31	Warren	...

Continued on page 2

**Vehicle Service Protection
Vehicle Service Contract**



Customer Information

Last Name: ROSEBERRY First Name: AMBER Middle Initial: Apt #: Primary Phone Number: Secondary Phone Number: e-mail Address:

Contract Information

Model: 2011 MAZDA3 Vehicle Identification Number (VIN): 1K9MA24674EA000000 New Vehicle / CPO Vehicle / Pre-Owned Vehicle

Dealer Information

Dealer Number: AA411E07 Dealer Name: Audi South Burlington Street Address: 1325 Shelburne Rd. City: South Burlington State: VT ZIP Code: 05403 Dealer Phone Number: 802-881-8210

Lender Information

Lender Name: Street Address: City: State: VERMONT ZIP Code: 05495

Vehicle Service Protection Agreement Information

Coverage Term (in months/miles): 24 / 96000 Coverage Plan: Platinum Gold Powertrain Agreement Purchase Date: Agreement Retail Price \$ 1749.00

Deductible: \$0 \$100 (Disappearing) \$500

THE PURCHASE OF THIS VEHICLE SERVICE PROTECTION AGREEMENT IS OPTIONAL, AND NOT NECESSARY IN THE PURCHASE OF THE VEHICLE. THIS AGREEMENT IS SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF THE CONTRACT, WHICH ARE PART OF THE RELATED MOTOR VEHICLE SALES AGREEMENT. THIS AGREEMENT IS NOT AN INSURANCE POLICY AND DOES NOT COVER THEFT, FIRE, OR OTHER DAMAGES INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS OF THIS AGREEMENT.

I (Customer), whose signature appears below, acknowledge that the information provided on this registration page is true and correct. I agree that the Coverage Term begins to run on the Agreement Retail Price shown above. I understand that my Agreement Term includes any periods of applicable manufacturer's warranties. I understand that prior authorization from the Administrator is required on repairs covered by this Agreement.

I further understand that any Mechanical Breakdown, loss, or damage that results from a Pre-Existing Condition is not covered by this Agreement.

THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES. NO OTHER REPRESENTATION OR STATEMENT SHALL BE RELIED UPON.

WHEN SIGNED BY THE RESIDENTS OF THE STATE OF VERMONT, I acknowledge that I have read, understood and agree to the terms and conditions of this Agreement. I have consulted with the Dealer the execution of this Agreement shall constitute ACCEPTANCE OF THE FULL COVERAGE TERM, WITH ALL COVERED PARTS, EXCLUSIONS FROM COVERAGE, HOW TO FILE A CLAIM, YOUR RESPONSIBILITIES, REPAIRABLE AND UNREPAIRABLE COSTS, COORDINATION, AND IMPLIED WARRANTY OF MERCHANTABILITY.

Notwithstanding to whom this Agreement is sold, you acknowledge that this Agreement remains an Arbitration provision, that you have read and understand Section 21, Arbitration, and affirmatively agree to the terms contained therein.

Customer Signature: Amber Roseberry Date: 4/24/17 Dealer Signature: [Signature] Date: 4/24/17

Administrator: 2000 Peachtree Parkway, Suite 1000, Atlanta, GA 30328 1-844-368-6320
In Florida, this Agreement is subject to the Florida Motor Vehicle Sales Agreement and the Florida Motor Vehicle Sales Agreement.
The Administrator's address is: 2000 Peachtree Parkway, Suite 1000, Atlanta, GA 30328 1-844-368-6320
For help in the U.S., Emergency Roadside Assistance services provided by the Dealer.

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

86921

Dealer Number _____

Contract Number _____

17AU287B

Buyer Name and Address
(Including County and Zip Code)

ANNA L. HANCOCK

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

JANICE W ROSEBERRY

Seller-Creditor (Name and Address)

AUDI SOUTH BURLINGTON
1325 SHELBURNE RD
SO 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 on credit under the agreement 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. Dollars according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosure below is a part of this contract.

Year/Model	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below
USED	2017	CHEVROLET CRUZE	7G1PC5E46C7331040	<input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> <u>6/A</u>

APRICAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid if you make all payments as scheduled.	Total Sale Price We estimate that your purchase price, including your down payment, is
2.29%	\$ 607.10	\$ 10080.70	\$ 10687.80	\$ 10687.80

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	178.13	Monthly beginning 06/08/2017
N/A	N/A	N/A

Or As Follows: N/A

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

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

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

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

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price \$ 7745.00(1)

2 Total Downpayment -

Trade-In	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
(Year)	(Make)	(Model)	
Gross Trade-In Allowance	\$	<u>N/A</u>	
Less Pay Off Made By Seller	\$	<u>N/A</u>	
Equals Net Trade In	\$	<u>N/A</u>	
+ Cash	\$	<u>N/A</u>	
+ Other	\$	<u>N/A</u>	
(If total downpayment is negative, enter "0" and see 41 below)	\$	<u>N/A(2)</u>	

3 Unpaid Balance of Cash Price (1 minus 2) \$ 7745.00(3)

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

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.

Life	\$	<u>N/A</u>
Disability	\$	<u>N/A</u>

B Vendor's Single Interest Insurance Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Additional Down Payment \$ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. We estimate that your purchase price, including your down payment, is \$10,687.80. The insurance is included when you buy the vehicle from the seller and is not included in the total price.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life Buyer Co-Buyer Both
 Credit Disability Buyer Co-Buyer Both

Premium: Credit Life \$ N/A
 Credit Disability \$ N/A
 Insurance Company Name: N/A

Home Office Address: N/A

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

Other Optional Insurance

N/A Type of Insurance N/A Term

Premium \$ N/A
 Insurance Company Name N/A
 Home Office Address N/A
 N/A Type of Insurance N/A Term

Premium \$ N/A
 Insurance Company Name N/A
 Home Office Address N/A

Other optional insurance is not required to obtain credit. Your

4	Trade-in Allowance	for	N/A	\$	N/A
5	Trade-in Allowance	for	N/A	\$	N/A
6	Trade-in Allowance	for	N/A	\$	N/A
F. Government Taxes Not Included in Cash Price					
7	STATE DMV	for	PURCH. & USE TAX	\$	464.70
8	N/A	for	N/A	\$	N/A
9	N/A	for	N/A	\$	N/A
G. Government License and/or Registration Fees					
10	LIC/REG FEES			\$	76.00
H. Government Certificate of Title Fees					
11				\$	46.00
I. Other Charges (Seller must identify where paid and payee's name)					
12	N/A	for	Prior Credit or Leased Balance	\$	N/A
13	AUDI GOLD	for	SERVICE CONTRACT	\$	1749.00
14	N/A	for	N/A	\$	N/A
15	N/A	for	N/A	\$	N/A
16	N/A	for	N/A	\$	N/A
17	N/A	for	N/A	\$	N/A
18	N/A	for	N/A	\$	N/A
19	N/A	for	N/A	\$	N/A
20	N/A	for	N/A	\$	N/A
21	N/A	for	N/A	\$	N/A
22	N/A	for	N/A	\$	N/A
23	N/A	for	N/A	\$	N/A
24	N/A	for	N/A	\$	N/A
Total Other Charges (See Attached to Cash Price)				\$	2335.70 (4)
5. Amount Financed (See 4)				\$	10080.70 (5)

Buyer's Signature: X N/A Date: N/A

Co-Buyer's Signature: X N/A Date: N/A

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

OPTIONAL GAP CONTRACT. A gap contract (which 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 40 of the Remittance 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 Mths.

Name of Gap Contract: N/A

I want to buy a gap contract.

Buyer Signs X N/A

OPTION: You pay no finance charge if the Amount Financed (item 5) is paid in full at the time of delivery. N/A Year N/A SELLER'S INITIALS N/A

FINANCIAL INTEREST INSURANCE (FII) INSURANCE: This contract provides for the purchase of FII insurance for the first term of the contract to protect the lender's interest in the vehicle. This insurance is for the protection of the lender. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the FII insurance is obtained, if you elect to purchase. Voluntary to finance the Credit, the cost of this insurance is \$ N/A and is also shown in item 40 of the Remittance of Amount Financed. The cost of the FII insurance is shown in item 40 of the Remittance of Amount Financed.

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 must be signed by both parties. Buyer Signs X Amarela Roseberry Co-Buyer Signs X [Signature]

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.

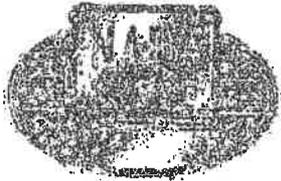
You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X Amarela Roseberry Date 04/24/2013 Buyer Signs X [Signature] Date 04/24/2013

Seller's Name: AUDI SOUTH BURLINGTON Address: N/A Date: 04/24/2013 Title: [Signature]

Seller's Name: NEW ENGLAND FEDERAL CREDIT UNION (Assignee) under the terms of Seller's agreement(s) with Assignor.

Assigned with recourse: X Assigned without recourse: [Signature] Assigned with limited recourse: [Signature]



NADAguides Price Report

4/24/2017

2012 Chevrolet Cruze 4 Cyl.

Sedan 4D LS

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$4,675	\$5,575	\$6,300	\$8,550
Mileage (34,144)	\$1,875	\$1,875	\$1,875	\$1,875
Total Base Price	\$6,550	\$7,450	\$8,175	\$10,425
Options				
Price with Options	\$6,550	\$7,450	\$8,175	\$10,425

Rough Trade-In - Rough Trade-In values reflect a vehicle in rough condition, meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, rust to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled/permanently imperfections on the regular, carpet, and upholstery. Vehicle may have a branded title and un-travelable. Vehicle will need significant mechanical work and possibly body work to be ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - Average Trade-In values reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some minor repairs. Paint, body and wheel surfaces have moderate imperfections and an average finish. Interior reflects average wear and tear in relation to vehicle age, with all equipment operable or recently replaced. Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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*Send
copy
w/contract*

Protection, personalized for you

Your participating Dealer will guide you through our three available Vehicle Service Protection plans² to help you determine which level best suits your vehicle and personal needs:

Powertrain coverage includes your vehicle's engine, transmission, transaxle or transfer case, drive axle(s), and certain hybrid/electric components.

Gold coverage encompasses Powertrain coverage, plus front and rear suspension, climate control, fuel, electrical, and certain additional hybrid/electric components.

Platinum exclusionary coverage includes all mechanical parts of your vehicle in the event of a mechanical breakdown, unless they are specifically listed as "not covered" (i.e., maintenance items such as spark plugs and wiper blades, as well as items such as trim pieces, upholstery, and body panels).

Three available plans:

Component Group	Power-train	Gold	Platinum
Engine	✓	✓	✓
Transmission	✓	✓	✓
Drive Axle	✓	✓	✓
Hybrid/Electric	✓	✓	✓
Climate Control		✓	✓
Shocks		✓	✓
Front Suspension		✓	✓
Rear Suspension		✓	✓
Fuel System		✓	✓
Electrical System		✓	✓
Steering			✓
Brakes			✓
CV Boots			✓
Navigation			✓
Audio			✓
High-tech			✓

Coverage exclusions may apply³:

- ▶ Mechanical breakdowns covered by your vehicle's manufacturer's warranty
- ▶ Mechanical breakdowns caused by accident, collision, vandalism, or weather-related conditions
- ▶ Mechanical breakdowns caused by lack of maintenance or pre-existing conditions

Additional benefits:

- ▶ You'll receive genuine Audi service for your vehicle
- ▶ Nationwide service available through participating Audi Dealers authorized service providers
- ▶ 24-hour roadside assistance enhanced roadside battery service, flat tire or fluid delivery,⁵ and lockout service up to \$100 per occurrence
- ▶ Towing reimbursement to your nearest Audi Dealer service provider⁷
- ▶ Rental car reimbursement per day for up to ten (10) days
- ▶ Trip interruption coverage per day for a maximum of \$100 (if required for a total benefit per occurrence⁷)
- ▶ Deductible options of \$0, \$250, or \$500⁸
- ▶ Transferable for a \$50 fee to a private party vehicle
- ▶ Cancelable at any time, subject to a \$50 fee⁹

consult your Customer Agreement for all

⁵ Due to a covered mechanical breakdown, up to three (3) gallons of fuel delivered up to three (3) times per

⁷ Due to a covered mechanical breakdown

This car was purchased for Amber Roseberry from Shearer Audi April 24, 2017. The car fax was pulled and showed one concerning item that the thermostat had to be replaced. We asked if it ever over heated, we were told no it was just a recall. We also asked if the car had ever been in any wrecks, we were told no. This car was one owner and the car fax shows the owner took very good care of it. He traded it in to Shearer Audi from Shearer Chevy.

We were notified by Sue Madigan, the loan was approved on April 24, 2017 later afternoon. Told her we would head right in. During the sale signing with Sue Madigan, she informed us the factory warranty expired even though most Chevy's powertrain for five years, the car included a 3 month, 3,000 miles limited warranty, and sold us an extended "Gold" warranty to ensure safety/reliability over the loan. Said the car could be worked on at any Audi dealership. While signing the loan, the sales manager notified us that he forgot to call, but the car was parked off site and would need to be fully serviced in the morning. That Amber would have to drive an hour back, she was given a loaner car to get home and back.

The next day, April 25, 2017, Amber returned and picked up the 2012 Chevy Cruz at 34,177miles. During the hour long, all interstate drive home, the tire pressure on the dash was "off". On April 29, the tire pressure was increasing, unaware of cause and with driving issues, shaking, vibrating, air pressure, heat smell, and oil percentage 20%. Amber called the Sales Manager, Mike Hughes and salesman, Steve Bouchard. Steve Bouchard was busy and Mike was out of the office so left voicemails. On May 2 at 5pm, Steve called and left voicemail saying the oil had been changed, On May 5, she contacted Audi service department said it would be 3-4 weeks before they could get the car in for servicing, we scheduled for the appointment for June 6, 2017.

As the warranty states the car can be serviced at any Audi dealership, we called the Audi in Rutland, VT to see if they could service the car any earlier; they said, "No, they do not have the proper tools to work on Chevy vehicles." The vibration of the car worsened and at times while turning a "feeling of something hitting floorboard under drivers foot." So, made an appointment for the car at Stones Service in Barre, VT, a local reputable service shop on May 5; the earliest time available was May 17, 2017. The car was balanced, fixed and alignment done at 35,500miles. Per Stones, the balance done on April 17, was incorrect with missing and poorly fitting weights, only two on back tires, none on front. The specs of the alignment were Left front 0.75, Right front 1.00 which were corrected. Leaving the shop, the car was still shaking and jerking. Amber called Mike Stone back, he said, "I'll do a test drive." After the test drive, he said, "You need to bring it back to the dealership the transmission is slipping and the drive train is causing all the disturbance. And they mounted the wrong size tires." Stating the tires on the vehicle could cause drive train issues. Amber called Cody Chevrolet in Berlin, VT. They confirmed the dimensions of the tires were no appropriate size and could cause drivetrain problems.

On May 18, Amber attempted to open the hood, the vehicle took an hour to cool down to open the hood and touch the hood stick/prop. The coolant reservoir was almost empty and fluid was bubbling on the sides. Coolant was purchased for \$14 and windshield wipers replaced for \$12.

On Friday, May 19, 2017 Amber called Amanda upset about everything going on with the car and how disappointing what we hoped would be the answer for her new

promotion and increased travel was turning out to be a heartache. Amanda called and asked to speak with the general manager, Dave Swartz, who called back. I explained to him the problems experienced with the car, that Mike Hughes had not returned any calls and that Amber was on vacation and soon to be heading out of state for job training and now cannot drive car comfortably. He apologized and explained he could have gotten her into the service shop earlier than three weeks had he known because the service department had caught up. Amber had an appointment with Shearer Chevy scheduled for Monday, May 22; he checked on getting a loaner so she had a drivable car until hers was serviced and was able to so Amber needed to drop off the Chevy Cruz and pick up loaner from Antony by 5:30pm Friday, May 19. Dave said he would be following up on Monday to make sure the car was taken care of properly and problems resolved. Amber drove up to Shearer Chevy and asked for Antony Cochran per Dave Swartz to request for the loaner. Shearer Chevy service rep, Todd told her Dave had been fired in December and the manager was Steve Dinco. She spoke with Steve, they figured out the situation, Dave works with Shearer Audi. Left the car at Shearer Chevy to be serviced (the warranty is through Shearer Audi who has their partner Shearer Audi do the servicing), and she was shuttled to Audi for the loaner. When speaking with Antony, he apologized for the wrong tire size, explaining that when mounting the new tires on April 17, 2017 they simply matched the existing tires and didn't confirm size. I explained to him according to the Carfax report, on 11/18/2016 at 32,975 miles, Shearer Chevy mounted and balanced two new tires on the Cruz and according to the Carfax all service done with Shearer Chevy. Antony stated he would need to research this a little further.

That following Monday May 22, 2017, Amber received a call stating the vehicle's heating core replaced, axel seal was leaking, new tires were replaced due to wrong tire size mounted prior to purchase, and alignment was done. Despite being told the Powertrain warranty was void, Antony confirmed replacement of the heating core under the power train warranty which ends June 5, 2017.

Friday, May 26, 2017, received call that the car was ready and picked up after Amber got off work and Audi closing time. Driving the car home, immediately noticed a strong coolant smell in the vehicle and that the steering was still tilted.

Called and left a voicemail for Shearer Saturday, May 27, 2017 morning due to end of day closing after picking the car up Friday. Shearer Chevy Sales Manager, Dan Chamberlin said to bring the car in and they would provide a loaner again. While enroute to Chevy, Jessica Phillips called to apologize after she spoke with Salesman, Steve Bouchard and Steve suggested she not call and just have Service Manager, Antony Cochran deal with it on Tuesday after the Memorial Day holiday. Jessica expressed that she wanted to call anyways, apologized, and ensured they would make things right. Amber dropped car that afternoon, and was provided a loaner by Shearer Chevy. At this time, Amber requested service invoices for the work done by Shearer Automotive on the Cruz by Shearer Chevy. She was told by the Chevy service workers that they couldn't do that, the office would have to do that Tuesday.

Tuesday, May 30, 2017, Antony, Audi Service Manager called at 0930, saying he had just picked up the car from Chevy who had completed their work and Audi would complete the alignment. Per my request, he ensured he would personally drive the Chevy Cruz following the alignment to make sure the problem was resolved before