

calling for pickup. He called back at 4:30pm saying the car was ready to be picked up and the loaner could be left at either dealership after hours. Amanda called at 4:30, spoke to Jessica Phillips and requested the invoices be ready for pickup with the vehicle. At 5:30pm, Amber picked up the Cruz at Shearer Acura service rep and the only invoices included were from Shearer Audi, not Shearer Chevy. He texted Antony Cochran to have the invoices from Chevy for Amber. Amber got in the car to drive home and the steering wheel was still tilted, the vehicle not driving straight and vibrations, gears shifting hard.

Wednesday, May 31, 2017, I took time off of work, drove back to Shearer and requested to speak with Antony Cochran and explained the recurring issues and asked if he test drove the vehicle like they discussed, to which he responded, "No, he just didn't have the time and had a service tech do it." His stated, "Your car is aligned, your car steering wheel is just naturally tilted. Reggie, the mechanic is competent in his work, he has done all alignments and balancing on the vehicle. I understand that is annoying, I wouldn't want that, but if you want your steering to be straight, the alignment will be off." April 14-17, state inspection, mount and balance new tires, 205/55/16 @ 34,134 miles by Apex Motor Company/Shearer Acura done by Reginald Hill. Amber then requested a service tech to test drive with her. The tech said he could feel pulsating from the brakes and suggested the vehicle needed an alignment. When back at the dealership, Antony, the tech, and Amber discussed the drive for approximately 20 minutes. The service tech agreed that the car needed an alignment; however, Antony kept saying, "if you want a straight wheel, your alignment will be off because your car has a natural tilt." Both the mechanic and I said no, that's not accurate. Antony cut in and said, "You bought a used car. The inspection was done pre-purchase and passed inspection. It is what it is. We can do the alignment, but you'll have wear and tear on your tires." Amber asked when they would complete the alignment? He said he didn't know because they were busy, they could schedule in for Friday, June 2. I said, "This is unacceptable, I have been dealing with this for three weeks now; lost pay at work, lost time, wasted gas, and added mileage for something that should have been handled." Antony said, "Well, we did the inspection and everything was good." Amber said, "Inspection does not check tire balance and you did not even notice the tires were the wrong size for the vehicle." He stated, the tires they placed were within the 3% allowance, but that Shearer doesn't recall mounting the wrong size tires; however, some people size down for winter travel." The appointment was made and asked and received for the invoices. Also, called, Chevy General Motors complaint service. The agent, Shanice would be contacting Shearer Automotive and following up.

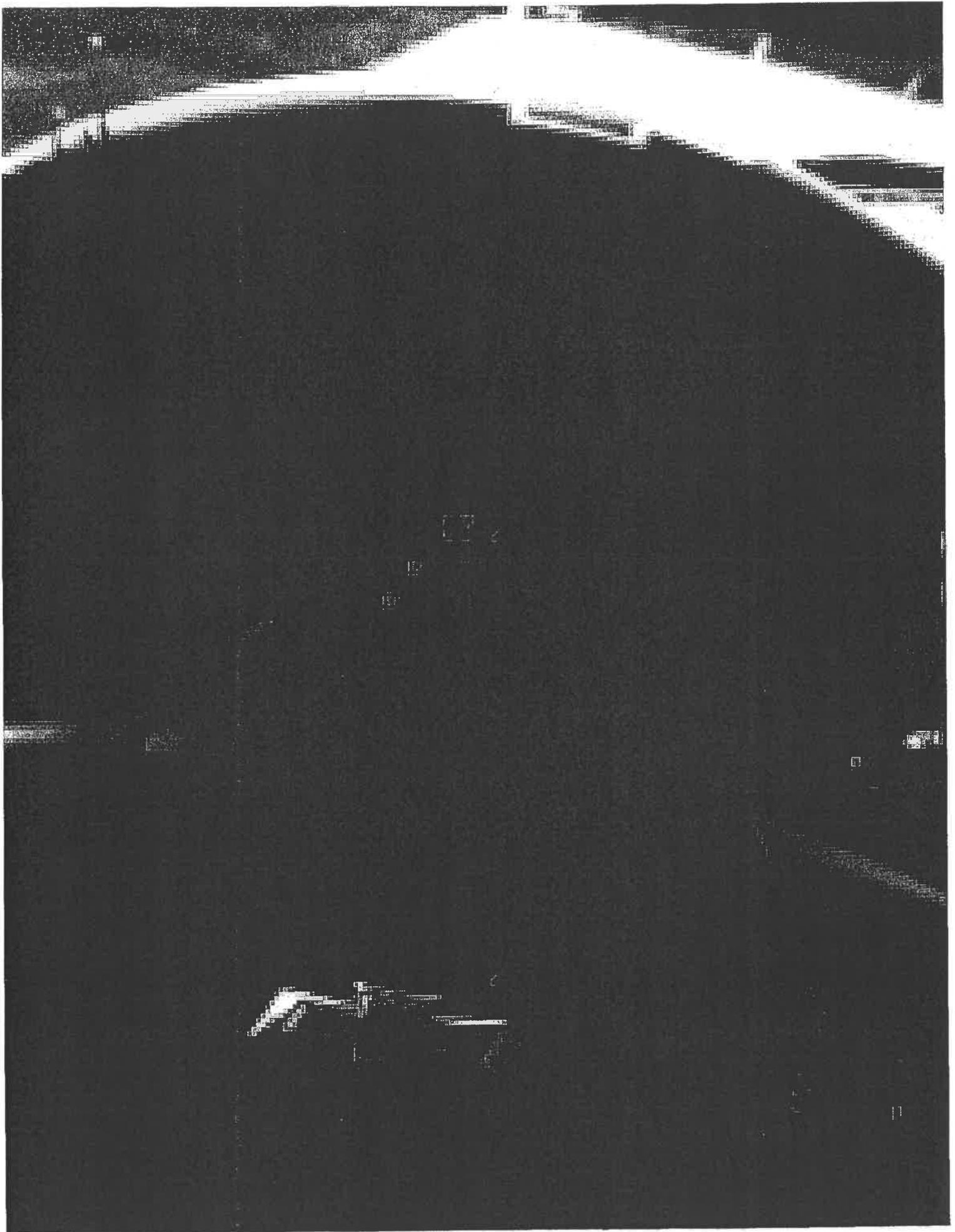
Amber called Handy Chevrolet in St Albans, VT, seeking guidance and a second opinion with a dealership not affiliated with the financial sale. After waiting four hours at Handy Chevrolet, the conclusion was the balance of the tires was bad, weights were missing and an alignment needed. They believed the car had been in an accident; the right caster could not be aligned and the issues resulting could not be corrected. The supervisor noted the car was clearly in a wreck, obvious by the paint difference and the work done on it. The caster on the right is tilted further and difficult to diagnose why. It could be due to new parts not corresponding well or the strut being off a little. The caster won't affect the tire wear" and he did not think it would affect mechanics of the car, but will continue to hear the clunking.

While waiting at the dealership, I reviewed the invoices and found on October 6, 2015, at 26,520 miles the car was serviced for heater circuit problem due to service engine light and owner complaint of transmission shifting problem. In November 2016, the Chevy Cruz was serviced at Shearer Chevy for estimate, \$6,438 for "hitting a curb" at 32,975 miles and appears right front knuckle, strut, alignment, suspension repaired. A phone call was placed to Dave Swartz, without return. This was never posted to the Carfax and the car was sold by the same Shearer Automotive company sold at 34,177 miles April 24, 2017.

June 1, 2017, I took the car to Cody Chevrolet to review the alignment results done by Handy Chevrolet with the right front tire problem. The service manager, said the alignment is not within the specification recommended. When explaining the service issues, Cody Chevrolet service manager did not want to service the car and be involved with Shearer Chevrolet dynamic. Called Shearer Chevrolet to discuss the findings by Handy Chevrolet, Cody Chevrolet confirmation and the damage noted on the invoice, Todd discussed with the Service Manager who stated, "We are no longer going to service this car. Shear Audi is responsible, we are no longer involving ourselves." Called Chevrolet General Motors complaint service to follow up on the status, left a message.

The main issue with this car is the alignment error due to an accident that was serviced at Shearer Automotive and sold 1000 miles later without relaying this information and misdiagnosing and servicing honestly. The car has been brought back to the dealer four times and discussed with three other service providers who understand the issue the Shearer was not forthcoming about and denies. The warranty does not hold up as Chevrolet will not cover the warranty and Audi cannot do work on the vehicle.

Please help us resolve this issue.



Autocap Case Record

Case #

042-17

Date Received

06/06/2017

Closed Date

7/10/2017

Consumer-FIRSTN

Carol

Consumer-LASTNAM

Dryden

Date Acknowledged

6/16/2017

Consumer Respons

6/30/2017

Complaint Type

Sales

Purchase Date

5/31/2017

Year/Make Model

2017 F350

Mileage

Price Sold

As Is

Member Name

Faith's Ford, LLC

Member Contact

Paul Kruse

Member Response Due

6/18/2017

Resolution Process

Staff

Panel

Referred to

Resolution

Dropped

Case Notes

6/14 - Rec'd dealer response

6/16 - Forwarded to consumer

7/10 - No response from consumer

Notes (Summary)

Consumer states that husband traded in his truck which she was co-owner of and did not have her permission. Her husband also suffers from memory issues and should not have purchased the vehicle. Dealer contends that Mr. Dryden showed no indication that he was not capable of conducting business on his own behalf. Consumer never responded to dealers statements.

From: Kim Gauthier <vtautocap@aol.com>
To: cdrydenvt
Subject: Fwd: Dryden Complaint Reference # WB17-00509
Date: Fri, Jun 16, 2017 2:58 pm

Dear Mrs. Dryden,

AUTOCAP is in receipt of your complaint against Faith's Ford regarding your husband's recent purchase. We have also received the following email from Paul Kruse, GM with Faith's Ford, outlining the recent events regarding your husband's vehicle purchase. Please review and respond, in writing, within 10 business days or June 30, 2017. If we do not hear from you on or before June 30, 2017 your case will be closed and a complete copy sent back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,

Kim Gauthier
AUTOCAP Coordinator

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

From: Paul Kruse <pkruise@faithsford.com>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Wed, Jun 14, 2017 2:17 pm
Subject: Dryden Complaint Reference # WB17-00509

Complaint Reference # WB17-00509

Here are the results of our findings having researched the events as they occurred.

05/31/17 Louis Dryden came into dealership inquiring on Superduty trucks.

He was shown a vehicle of which met his requirement.

He presented the vehicles he intended to trade in, one he drove here, the other was at home.

We were shown pictures of the trade he had at home.

We gave him the sale price of the truck he wanted to purchase and what we were willing to offer for the trades.

The prices were agreed to.

Financing was approved.

Mr. Dryden Executed the paperwork took delivery of the new truck left one of the trades. And agreed to return with the second trade and title as documented on the we owe, you owe slip.

I performed an exit interview with Mr. Dryden to ensure that all of the staff at Faith's Ford had completed all tasks in a professional manner and that he was completely satisfied. He indicated he was and shook my hand.

At no time was there any indication that Mr. Dryden was incapable of conducting business on his own behalf. This was confirmed by all of the staff at Faith's Ford who interfaced with Mr. Dryden.

6/16/2017

Fwd: Dryden Complaint Reference # WB17-00509

The plates were transferred from the trade to the new truck.

Mr. Dryden Drove off the lot with his new truck.

All his paperwork was moved from the passenger seat to the top of the console as stated by the salesman who entered the vehicle with the customer to go over settings etc.

Deal was submitted to the bank. Registration documents sent to the office for submission.

On Thursday June 1st, a call was received by Ed Dever From Mrs. Dryden.

Mrs. Dryden stated Mr. Dryden had early onset of Alzheimer's and had taken a fall from a ladder resulting in a brain injury which rendered him mentally incompetent.

She also sent a picture of the title to the trade in which she was listed on as well as him and stated he did not have the authority to sell it without her consent.

Ed stated that at no time during the transaction was there any behavior that supported her claim. Ed also stated that he signed the purchase and sales agreement indicating that he owned the trades. He needed to keep the agreement and bring the trade in as stated.

Later that day Ed received a call from an unidentified person threatening several harsh actions including the police. Ed asked, "are you an attorney?" and no answer was given.

At this point Ed came to me and informed me of the events that occurred.

Friday Morning, I called Mrs. Dryden to see what could be done to resolve the situation. I asked for some form of documentation indicating that Mr. Dryden was legally incompetent to conduct business on his own behalf. If provided I would go to the DMV and see what if anything could be done to undo what had been done.

Sunday the trade and title were delivered here.

The trade in the picture Mr. Dryden showed us when appraising the vehicle had an aluminum body that he had purchased not long ago. Our trade appraisal was based on that. The trade delivered had a body on it that was severely corroded not fit for the road. We believe that this was deliberate and in stark contrast to the vehicle Mr. Dryden represented to us that he would be trading in.

To date I have received no documentation showing Mr. Dryden not legally incompetent to conduct business on his own behalf.

This entire transaction was between Mr. Dryden and Faith's Ford.

A new vehicle was sold, driven, registered etc. Tax is owed and it is no longer "New"

We are a customer oriented company that prides itself on an exceptional customer experience. I am unsure that if this exact scenario were to occur again how we would or could handle it differently. The value of the trades is subject to experience in the market place based on condition and wholesale value. But in the end their value was agreed to by a Faith's Ford employee and Mr. Dryden an individual who by all accounts of our staff was competent to make his own decisions and I have received nothing to prove otherwise. To assume anything else on our part would be discriminatory.

Paul Kruse
General Manager
Faith's Ford

6/8/2017

Fwd: VT AGO 2017-03944 Dryden, Carol (Faith's Ford LLC) CAP

6/6

From: Klm Gauthier <vtautocap@aol.com>

To: pkruse <pkruise@faithsford.com>

Subject: Fwd: VT AGO 2017-03944 Dryden, Carol (Faith's Ford LLC) CAP

Date: Thu, Jun 8, 2017 4:30 pm

Attachments: 060517 dryden.htm (58K)

Dear Paul:

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, June 02, 2017 6:15 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	carol
Your Last Name	dryden
Confirmation Number	WB17-00509
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Age	62
I am a...	Senior
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Faiths Ford LLC
Business Phone (1)	802-258-2400

Phone (1) Type	Office
Business Address	1147 putney Rd
Business City	Brattleboro
Business State	VT
Business Zip Code	05301
Is your complaint about a vehicle you purchased?	No
Description	<p>My 67 year old husband with some memory issues, head trauma concussion from a fall a few years ago went to this dealership without me or my permission and traded in his 2006 Toyota Tacoma, and promised to bring down another trade in a 2006 Ford 4x4 F 250 diesel to purchase a 2017 F 350. Here is the problem the trade price was way under value of the trucks ie: the KBB 1200.00 for the Toyota that books for low book of 4,000.00 and 4500 for the f250 that low book is 9,000 plus that my husband was going to trade a truck that he did not own, I am a co-owner on the title. Next we can't afford this new truck and he never read the paperwork so he had no idea what he was signing. I have tried to work with the dealership to return this truck in fact to return it with in 24 hours and NO I had to wait for the general manager to talk to the business owner and he would call me the next day Friday 6/2 today at 10:00 AM. They did call me back at 10:00 and as the manager ED put It "I'll cut to the chase, we felt we did nothing wrong and that your husband acted fine to us you have till 6:00 Friday night to bring down the other truck that was promised and if he did not he could go to jail for signing a paper saying that truck was free and clear. No discussion no lets try and figure this out he stated that all I had wanted was a better deal. No I don't want this truck period. I had spoken to a few other people they told me that they are strong arming us to take that truck, so I called said I AM bringing the truck back and I want our Toyota. I was told that If I brought the truck on to the dealership property they will have it towed away and further more our truck was sold....gone :-(. Again bring in the ford 250 or else we will bring charges. I called the bank that agreed to the loan, Chase Bank ,told them we wanted to Void the deal but they had no paper work yet so that I could fax the paper work I had and then they might be able to help. The dealership kept telling me all the paper work had be filed they have a direct line to the DMV so that any truck leaving the dealership was instantly registered so nothing could be changed the manger told me that the plates on the new truck were already transferred from the Toyota to the Ford and that the tax on the truck had already been paid. I went on line to the DMV and those plates are still registered to the Toyota they lied to us. Both my husband and myself are in social security my husband is not well heart issues, diabetic, high blood pressure and suffers from this concussion . If this does not help us maybe it can stop this from happening to another senior citizen.</p>
Amount of loss:	6,500.00
How would you like this matter to be resolved?	we wanted them to take back the truck now that dosen't seem possible. I want our old truck back and not have to worry about a payment.

Incident Date	5/31/2017 12:00:00 AM
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Autocap Case Record

Case #

043-17

Date Received

06/06/2017

Closed Date

8 /3 /2017

Consumer-FIRSTN

Consumer-LASTNAM

Date Acknowledged

6 /9 /2017

Brandon**Smith**

Consumer Respons

7 /9 /2017

Complaint Type

Sales

Purchase Date

5 /15/2017

Year/Make Model

2013 Infiniti G37x

Mileage

\$24,256

Price Sold

\$14,698

As Is

Member Name

Freedom Nissan

Member Contact

Mort Shapiro

Member Response Due

6 /26/2017

Resolution Process

Staff

Panel

Referred to

Resolution

Compromise

Case Notes

6/16 - Rec'd consumers paperwork via mail and forwarded to dealer
6/30 - Rec'd dealer response & forwarded to consumer
7/2 - Rec'd consumers response - declined offer
7/6 - Forwarded to dealer
7/7 - spoke with dealer about next steps - will review and send follow-up
7/20 - rec'd dealers final response
7/21 - Emailed to consumer with request of panel hearing
7/24 - Consumer confirmed desire to attend panel hearing
7/24 - Let dealer know about scheduled hearing - 8/3 at 11:00 am

Notes (Summary)

Consumer states that he was sold vehicle under false pretenses stating the vehicle was never in an accident based on a Carfax. Within 48 hours of owning the vehicle found bondo and spray paint on the passenger side rear door. Panel members ruled to have dealer pay consumer \$600 plus provide brand new floor mats.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into as of the eighth day of August, 2017 by and between Freedom Nissan, Inc., a Vermont corporation with a principal place of business in South Burlington, Vermont ("Freedom") and Brandon S Smith of Milton, Vermont ("Customer").

WHEREAS, Customer purchased from Freedom a 2013 Infiniti G37 (the "Vehicle");

WHEREAS, Customer has made complaints concerning the Vehicle; and

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

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

1. Upon Customer's execution of this Agreement, Freedom shall pay Customer the sum of Six Hundred Dollars (\$600.00).

2. Customer agrees to refrain from making, publishing, posting or disseminating any disparaging remarks or comments concerning Freedom.

3. Customer agrees to do all that is necessary, now and in the future, by the signing of documents and otherwise to effectuate and bring about the terms and provisions of this Agreement.

4. Customer does hereby for Customer and for Customer's heirs, successors and assigns release and forever discharge Freedom and its partners, officers, directors, shareholders, employees, agents, successors and assigns from all legal actions, causes of action, suits, debts, sums of money, bills, controversies, agreements, promises, damages, claims and demands whatsoever, in law or in equity, which Customer ever had, now has or may have against Freedom, upon reason of any matter whatsoever from the beginning of the world to the date of these presents, including without limitation any and all claims that were made or could have been made in connection with the purchase of the Vehicle.

5. Nothing contained herein shall be constructed to alter or void any warranties related to the Vehicle.

Dated as of the day and year first above written.

Witness

Customer

Witness

CLEMENT WELLMOFF

by:

Its Duly Authorized Agent

FREEDOM NISSAN, INC.

Panel Hearing 8/3/17

Attendees: Peter Hood, Chairman & Consumer Representative, Jack Castellaneta and Jeff Handy; Dealer Representative, Glen Button; Consumer Representatives and Kim Gauthier, AUTOCAP Coordinator

Brandon Smith, Consumer and Mort Shapiro from Freedom Nissan.

Mr. Hood introduced the panel members, reviewed the hearing guidelines and sworn in the participants.

Mr. Smith gave an overview of their complaint. Purchased vehicle on 5/15 after work and the car was filthy dirty and took it for a test drive. Noticed a few scratches but nothing major. Sat down with salesperson and did final paperwork. With 48 hours of purchasing vehicle noticed the whole back door on the passenger side was all hazy with no clear on it and could only notice it with direct sunlight. Contacted Freedom that night and met with Mort following day. Mort agreed to have it fixed – wouldn't be perfect but at least look better. Presented photos of tires and wouldn't even pass the penny test. Inquired about the floor mats that were shown on the website. When he was cleaning out the vehicle noticed broken glass and assumed vehicle had been in an accident. Dealership denied ever being in an accident based on Carfax. Mr. Smith felt that was misrepresentation when vehicle was being sold. Mr. Smith posted a negative review and received a call from Dealer and felt threatened. Panel members asked questions of the consumer.

Mr. Shapiro, VP with Freedom Nissan, gave a detailed overview of the case. Mr. Shapiro stated that Mr. Smith claims to have been sold a car under false pretenses. This is not true. The salesperson shared with Mr. Smith the information she had at the time which was the CarFax that reported no accidents. When M. Smith brought the paint job to his attention he offered to have the quarter panel and door repainted. No other issues you brought to Mr. Shapiro's attention. Freedom Nissan paid \$450 to have the quarter panel and door repainted at Slink's Garage. Panel members asked questions of the dealer and consumer.

Mr. Smith gave his closing statement. He agreed that he would be satisfied if the door and quarter panel were sanded down and repainted properly, reimbursement for the tires and given new floor mats.

Mr. Shapiro gave his closing statement.

Panel members went out to do a visual inspection of the vehicle and tire.

Panel members then deliberated and concluded, unanimously, to have Freedom Nissan pay Mr. Smith \$600 towards the repainting of the right side passenger door and quarter panel at the body shop of his choice and buy Mr. Smith a new set of floor mats.

AUTOCAP

AUTOMOTIVE CONSUMER ACTION PROGRAM

DATE: August 3, 2017

TO: Brandon Smith
Mort Shapiro, Freedom Nissan

FROM: Peter Hood, AUTOCAP Chairman

RE: AUTOCAP Panel Complaint #2017-03953

Thank you for attending today's AUTOCAP Panel Hearing.

The Panel gave serious consideration to all of the information presented, both verbal and written. After visual inspection of the vehicle, the Panel unanimously ruled that Freedom Nissan pay Mr. Smith \$600 towards the repainting of the right side passenger door and quarter panel. In addition the panel ruled to have Freedom Nissan purchase new floor mats for the 2013 Infiniti G37.

We will notify the CAP Office that we have closed this complaint and provide them with a complete copy of its contents.

In addition, we hope the AUTOCAP process has provided you with an opportunity to present your concerns and obtain answers to your questions.

Thanks again for your participation.

Kim Gauthier

From: Mort Shapiro <mort_shapiro@nissanvt.com>
Sent: Friday, July 28, 2017 11:36 AM
To: Kim Gauthier; Kim Gauthier
Subject: Emailing - copy of body shop bill Freedom Nissan Inc paid for Brandon Smith after the purchase.pdf
Attachments: copy of body shop bill Freedom Nissan Inc paid for Brandon Smith after the purchase.pdf

Hi Kim,

Here is the receipt for the bodywork that Freedom Nissan Inc. did as good will for Brandon Smith weeks after he purchased the Infiniti. Could you please put this with the rest of the paperwork for the panel.

Thank you,
Mort

Slink's Garage
496 Rt 7 South
Milton, VT 05468
(802)338-1320



INVOICE

BILL TO
Freedom Nisaan Inc.

INVOICE # 1786
DATE 06/01/2017
DUE DATE 06/01/2017
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Shop Supplies Paint and materials	1	100.00	100.00
Labor Right front door	4	35.00	140.00
Labor Right rear door	3	35.00	105.00
Labor Right rear quarter panel	3	35.00	105.00

PAID

2013 Infinity G37
Vin - JN1CV6AR2DM765226
Paint code - KH3
Stock # (sold car)

PAYMENT 450.00
BALANCE DUE **\$0.00**

3/25/17 Brandon Smith and his Girlfriend came into the dealership looking to drive a Frontier and an Infiniti G37. I drove both vehicles with them and they liked both options however they could not purchase that day because they were in the process of buying a house and wanted to wait until all of that went through first, so they left. On 5/15/17 Brandon came back, alone, asked for me and said he was interested in the black G37 that he found online and would like to test drive and see if we could make the numbers work. I showed him the car and he looked it over as well, we went back inside he said he wanted to purchase it so we wrote up the numbers and negotiated, the main issue was he wanted more money for his trade which was a Mitubishi Lancer, Rodney, my sales manager, came out and had to finish the negotiation, and we finally settled on a deal. We wrote it up, with nothing on the we owe form. The car was sent to recon and cleaned up and he drove it home that night with no complaints. A few days later Brandon called me and asked if he could get a new key made along with new windshield wipers and floor mats, I asked him if it was on the we owe or if he had spoken to someone specifically about getting them and he said no, I then asked him if they were in the car when we took it for a test drive and he said he could not remember. I asked Rodney anyway if we could do something for him and he said no because that was not part of the deal, so that's what I told Brandon. From my understanding he then got in contact with Mort directly, I do not know how he got ahold of him I was not involved in that piece, but I was told he asked for a new paint job because there was a something wrong with the paint on the side of the vehicle. I remember him coming into the dealership and talking to Mort, did not hear the conversation myself but Mort informed me we would be re-painting it for him. He dropped it off a few days later and we sent it to the body shop,

when it was finished I sent him pictures and it looked good, then he came by to pick it up (I was not here) and according to Mort he and Brandon looked over the car together and decided it looked good. In regards to Brandon saying I told him it was never in an accident, I had told him "there are no accidents reported on the CarFax" but of course there could have been something unreported, I did not say "this car has never been in an accident." I do not remember when Brandon wrote the review online, but I do remember seeing it and taking a picture of it written online because it was full of false accusations. – Keely Dames, Sales Professional

FREEDOM NISSAN

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3764

Dealer's Final
Response
RECEIVED

JUL 20 2017

VADA

July 19, 2017

Automotive Consumer Assistance Program
c/o VADA
US Route 302 - Berlin, Suite 2
Barre VT 05641

RE: Customer: Brandon Smith
Business: Freedom Nissan
Vehicle: 2013 Infiniti G37X

To whom it may concern,

I am writing in response to the complaint filed by Brandon Smith. It is my opinion that Mr. Smith is attempting to use the AutoCap program, BBB reviews and Google reviews for personal gain. He purchased a used car with a limited warranty and we have gone above and beyond the terms of the purchasing agreement to make Mr. Smith a satisfied customer. Unfortunately he initially attempted to personally attack me and our business through false on-line reviews even though we offered to provide him with an additional \$300 to settle his claims. He is now demanding that he is entitled to a used vehicle in perfect condition, which is not what he purchased.

Mr. Smith initially came to Freedom Nissan searching for a used car. He spent more time than our usual customers looking at different vehicles and comparing the features, condition and prices. He eventually decided that he was interested in the 2013 G37x and began to negotiate with us on both the price of the vehicle as well as the value of his trade-in. As part of the selling process Mr. Smith was given the opportunity to bring the car to his own mechanic and have it evaluated. This information is specifically provided on the Warranty which he signed where it says the following:

FREEDOM NISSAN

FREEDOM NISSAN

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3764

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

The Warranty specifically listed the parts that were covered and on the back mentioned a list of problems one could expect with the purchase of a used vehicle. The following relevant issues were listed just above where Mr. Smith signed. See copy enclosed. (Back page of Warranty paperwork Mr. Smith already provided.)

The warranty page provides the following information on the back where he signed.

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

Frame & Body

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

Tire

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

Also as part of the selling paperwork Mr. Smith signed a document headed "WE OWE," which showed there was nothing owed, except 2 free oil changes. Copy enclosed. Mr. Smith agreed to purchase the vehicle in its visible condition. None of the problems he is complaining about were hidden or undisclosed. The vehicle had passed inspection and no false representations were made at the time of the sale.

The first time we heard from Mr. Smith was a couple of days after the sale. He came to the dealership asking that we provide him with several items for his vehicle for free. When he was told that those items were not free, he asked to meet with the owner of the dealership. When I met Mr. Smith, he complained of that the car had bodywork done to it and that it was very obvious. I explained that many of the used vehicles have had bodywork. I reviewed the Carfax report, and noted there was no indication on the report that the vehicle had been in an accident.

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FREEDOM NISSAN

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3764

He then falsely claimed the sales professional had said the vehicle had never been in an accident. None of our sales professionals would ever make such a statement, because there is no way we could ever know if a used vehicle had been in an accident. Our sales professional are instructed never to say a vehicle has not been in an accident. The reason that we provide a Carfax report is so the customer has access to the same information we have about the vehicle history.

Mr. Smith continued to be upset about the differences in coloration of the paint on one of the quarter panels. In a goodwill attempt to satisfy Mr. Smith, I agreed to have the body shop repaint the vehicle and provided him with a loaner vehicle while this work was being done. We did this for him at no charge, because we want our customers to be satisfied with their purchases. As you can see, Freedom Nissan went above and beyond to satisfy Mr. Smith's desire to have good looking used vehicle and his claims against Freedom Nissan are baseless.

Mr. Smith also complained that he had to purchase new tires for the vehicle. Mr. Smith never brought this issue to our attention until after he purchased the new tires. Had he brought this issue to our attention, we would have examined the tires again and come up with an acceptable resolution. Obviously both the paint job and the tires were something Mr. Smith should have raised at the time he wanted to purchase the vehicle. It is also something that was readily visible or could have easily been discovered through an inspection by a mechanic of his choice. Freedom Nissan did not hide or misrepresent the condition of the vehicle or its tires. Again, Mr. Smith was buying a used vehicle and as such it comes with the tires on the vehicle, which are used.

However, even after Mr. Smith posted a review calling me a crook, I reached out to him and offered to pay him \$225 as compensation for his tires. (Total offer was \$300, but this was to include the floor mats as well, see below for this issue.) Since this was a used car, I felt this represented the difference between the new tires he purchased and the value of good tires he should have gotten with the vehicle. It is my opinion that the reasonable value of used tires on a used vehicle at the time of sale is approximately \$225, thus I offered him what I believe he could be owed, in an attempt to satisfy Mr. Smith.

Finally, Mr. Smith is complaining that he is entitled to floor mats. Again, Mr. Smith did not expect floor mats when he purchased the vehicle as when he drove off with the vehicle it did not contain any floor mats. He also signed the "WE OWE" paperwork and it did not mention anything about floor mats. Clearly at the time of the purchase the

FREEDOM NISSAN

FREEDOM NISSAN

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3764

inclusion of floor mats was not an issue for Mr. Smith. Apparently Mr. Smith went back and reviewed pictures of the listing for this vehicle after his purchase and noticed that there were floor mats in the trunk of the vehicle in one of the pictures. It is unclear what happened to these floor mats, or even what condition they were in, but since they were in the advertising picture, we are willing to offer Mr. Smith \$75 to cover floor mats.

Some additional facts are important to get a complete understanding of Mr. Smith's ongoing motivation for this complaint. It is my opinion the above reflects an attempt by Mr. Smith to extort additional monies from Freedom Nissan. When Mr. Smith picked up his car after it was painted he seemed to be happy with the work. Later I noticed that he made a personal attack against me in an online review by calling me a crook. I felt there must be some miss communication since we had just painted his car for free. I have taken numerous classes on customer services and all of them teach that you need to reach out to the customer immediately so that issues do not fester if they are not resolved. I thus texted and called him. Mr. Smith never requested that we did not call him at work.

When I called Mr. Smith my goal was to find out why he believed that I was a crook. As I did earlier, with the offer to repaint the car, he tried to see if we could find a solution to the problem. I attempted to explain to him that a false negative review hurts the hardworking men and woman at the dealership, as it would any business, including the business where he worked. This was not a threat, it was an attempt to help him see how a false review has an impact on more than just a potential dispute between him and Freedom Nissan.

Once Brandon Smith clearly stated on that phone call that if I gave him a set of floor mats for free, that he would remove the review. It was then clear to me that he was interested in using the Google review for his own personal gain and it was clear that whatever we did would not make him satisfied, because he was only interested in seeing what he could get for free.

Freedom Nissan is still committed to customer satisfaction and in the interest of solving this matter we are still willing to offer Mr. Smith \$300 as full and final settlement of all of his claims related to the purchase of his 2013 Infiniti G37x. Since this is a contract case, it is important when the demands from Mr. Smith are reviewed, that AutoCap give full force and effect to the contracts and agreements signed by the parties.

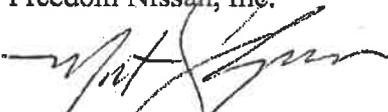
FREEDOM NISSAN

FREEDOM NISSAN

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3764

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

Freedom Nissan of South Burlington

1095 Shelburne Rd, South Burlington, VT

Write a review

3.9 ★★★★★ 127 reviews

Sort by: Most recent

Brandon Smith
in the last week

★ Recently purchased a car through Freedom. Was told car was never involved in a accident then shown the carfax and told see never in a accident. Less then 48 hours of purchasing I found bondo on the car with a crappy spray paint job. Brought the issue up with freedom. Was told they would paint the door and make it better. Dropped car off thinking I would get a half way decent job. Paint looks better to the eye yet it was just a glorified wet sand buff and wax job. Brought a issue up about having to replace tires less then a week after buying car due to dry rot down the middle of the tread and a massive crack in sidewall. Was pretty much shrugged off by owner and told I can't help you. Even though the car would never have legally passed inspection yet had a sticker issued not even 600 miles before I purchased car. Alignment was off on rear tires and I was also promised new floor mats that were shown in ad pictures yet not included with car. Still yet to receive those. Less then satisfied with the service here. Would not recommend to anybody. Would give a lower rating if possible. Freedom is a shady business and the owner is a crook. Do yourself a favor and bring your money else where. North County Nissan is a good start.

Jay S

Caroline Ladd

Wonderful experience working with an expert in new Rovers

Amanda Tracy

Great service and friendly staff. I was able to get my car serviced and they were very helpful in explaining the work that was done. I would highly recommend Freedom Nissan of South Burlington.

BUYERS GUIDE

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

Infiniti
VEHICLE MAKE

G37
MODEL

2013
YEAR

JN1ACV6AB2DM765230
VIN NUMBER

13671
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:

AS IS-NO WARRANTY

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

WARRANTY

FULL LIMITED WARRANTY. The dealer will pay 100% % of the labor and 100% % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

Engine; Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Head Gaskets; Timing Case Chain, Gears, Bell and Sprockets; Harmonic Balancer; Oil Pump; Water Pump; Turbocharger Housing and all Internal Parts; Turbocharger Wastegate Actuator; Transmission Case and all Internal Parts; Torque Converter Drive Plate; Flex Plate; Fly Wheel; Bell Housing; Transfer Case or Rear Axle Housing and all Internal Parts; Drive Shaft and Axle Shaft Assemblies and their Housings; Axle Shaft Bearings; Drive Shaft Center Bearings; Constant Velocity Joints; Boot; Universal Joints and Yokes; Four Wheel Drive (4X4)/All Wheel Drive (AWD); Transfer Case/Power Transfer Unit and all Internal Parts; Front and Rear Axle Assemblies; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies; Universal Joints and Yokes; Viscous Coupler Assembly.

DURATION:

* The customer pays only the first \$50 of the total cost of covered component repair performed during each repair visit.
All listed components are covered for 1 month from the vehicle sale date or 1,000 miles from the vehicle's odometer reading at the time of vehicle sale (whichever comes first).

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

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

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

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

Frame & Body

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

Engine

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

Transmission & Drive Shaft

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

Differential

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

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

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

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

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

Steering System

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

Suspension System

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

Tires

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

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

FREEDOM NISSAN INC.

DEALER

1095 SHELBURNE ROAD

ADDRESS

SOUTH BURLINGTON, VT 05403

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

SEE FOR COMPLAINTS

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

BUYER'S SIGNATURE



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

Customer Information

Buyer/Lessee Last First Middle Initial
 SMITH, BRANDON S
 Street Address
 City State Zip Code
 Evening Phone Day Phone
 Date of Birth Social Security # Drivers License # State
 Cell Phone Email
 Co-Buyer/Lessee Last First Middle Initial
 N/A
 Street Address
 City State Zip Code
 Evening Phone Day Phone
 Date of Birth Social Security # Drivers License # State
 Cell Phone Email
 Insurance Agent N/A
 DIRECT 300 CROSSPOINT
 Phone Number ()

Sales Professional KEELY DAMES Delivery Date 05/15/17

Vehicle

NEW VEHICLE DEMONSTRATOR VEHICLE USED VEHICLE FORMER DAILY RENTAL VEHICLE
 Stock Number Year Make
 13671 2013 INFINITI
 Model # Carline Model Description
 G37 SEDAN G37 SEDAN
 Vehicle Identification Number
 JN1CV6AR2DM765226
 # of Cylinders Body Color Mileage
 6 BLACK 24,375

The Trade-In Vehicle

Year Make Carline Model Description
 2013 MITSUBISHI LANCER 4DR SDN MAN G
 Vehicle Identification Number
 JA32U8FW7DU022484
 # of Cylinders Body Color Mileage
 N/A WHITE 42,256

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

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

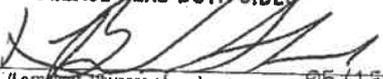
Once Freedom Nissan verifies payoff, Buyer/Lessee must pay any overage within 48 hours. I/We may have a balance on trade-in vehicle greater than its value, this additional amount will be included in new lease or loan.

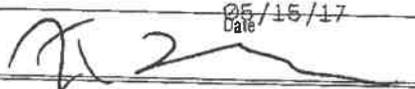
Initials

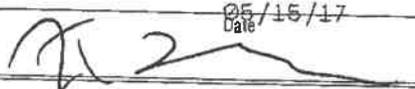
Acceptance & Terms

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

PLEASE READ BOTH SIDES

Buyer/Lessee Signature  Date 05/15/17
 (I am over 18 years of age)

Co-Buyer/Co-Lessee Signature  Date 05/15/17

Accepted By: For Freedom Nissan 

Prices, Taxes, Fees & Totals

Price		
Manufacturer's Rebate	(-)	20,998.00
Vehicle Price This price includes all coupons & rebates signed over to dealer		N/A
Trade-In Vehicle Allowance	(-)	20,998.00
Net Difference	(=)	6,300.00
Additional Accessories	(+)	14,698.00
Trade-In Vehicle Payoff (if any)	(+)	N/A
Documentary & Administration Fee	(+)	N/A
Sales Tax (tax credit if applicable)	(+)	249.00
Title & Registration Fees	(+)	902.75
VSI, Bank Fee, or Lease Acquisition Fee (if applicable)	(+)	71.00
	(+)	N/A
	(+)	N/A
PREP FEE Service Agreement	(+)	99.00
Total Charges/Debits	(+)	N/A
Payment: Cash, Check, Credit Card	(+)	16,019.75
Payment: Cash, Check, Credit Card	(+)	4,000.00

This CARFAX Vehicle History Report provided free of charge by:



Freedom Nissan
 1095 Shelburne Rd
 South Burlington, VT 05403
 1-866-798-2420

SHOW ME THE CARFAX

CARFAX

CARFAX[®] Vehicle History Report[™]

An independent company established in 1986

US \$39.99

Vehicle Information: 2013 INFINITI G37 AWD VIN: JN1CV6AR2DM765226 SEDAN 4 DR 3.7L V6 FI DOHC 24V ALL WHEEL DRIVE	<div style="display: flex; align-items: center; margin-bottom: 5px;"> <input checked="" type="checkbox"/> <div style="margin-left: 10px;">No accident / damage reported to CARFAX</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="margin-left: 10px;">CARFAX 1-Owner vehicle</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="margin-left: 10px;">Personal lease vehicle</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="margin-left: 10px;">Last owned in New York</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="margin-left: 10px;">8 Detailed records available</div> </div> <div style="display: flex; align-items: center;"> <div style="margin-left: 10px;">22,780 Last reported odometer reading</div> </div>	
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CARFAX Report Provided By:
 Freedom Nissan
 1095 Shelburne Rd
 South Burlington, VT 05403
 1-866-798-2420
 www.nissanvt.com

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 9/15/16 at 4:53:04 PM (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	
The number of owners is estimated	Owner 1
Year purchased	2013
Type of owner	Personal lease
Estimated length of ownership	3 years
Owned in the following states/provinces	New York
Estimated miles driven per year	8,348/yr
Last reported odometer reading	22,780

CARFAX Title History	
CARFAX guarantees the information in this section	Owner 1
Salvage Junk Rebuilt Fire Flood Hail Lemon	Guaranteed No Problem
Not Actual Mileage Exceeds Mechanical Limits	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	Owner 1
Not all accidents / issues are reported to CARFAX	
Total Loss No total loss reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Structural Damage No structural damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Odometer Check No indication of an odometer rollback.	<input checked="" type="checkbox"/> No Issues Indicated
Accident / Damage No accidents or damage reported to CARFAX.	<input checked="" type="checkbox"/> No Issues Reported
Manufacturer Recall Check with an authorized Infiniti dealer for any open recalls.	<input checked="" type="checkbox"/> No Recalls Reported
Basic Warranty Original warranty estimated to have 12 months or 37,220 miles remaining.	<input checked="" type="checkbox"/> Warranty Active

CARFAX Detailed History		Glossary				
Owner 1 Purchased: 2013 Type: Personal lease Where: New York Est. miles/year: 8,348/yr Est. length owned: 9/11/13 - present (3 years)		Date:	Mileage:	Source:	Comments:	
		07/11/2013		NICB	Vehicle manufactured and shipped to New York	
		08/31/2013	8	New York Inspection Station	Passed safety inspection Emissions inspection performed View what was inspected	
		09/11/2013		New York Motor Vehicle Dept. Kew Gardens, NY	Registration issued or renewed Titled or registered as personal lease vehicle Passed safety inspection	
		10/08/2013		New York Motor Vehicle Dept. Sacramento, CA	Title issued or updated First owner reported Titled or registered as personal lease vehicle	
		09/23/2014	10,664	New York Inspection Station	Passed safety inspection Passed emissions inspection View what was inspected	
		06/19/2015		New York Motor Vehicle Dept. Kew Gardens, NY	Registration issued or renewed Titled or registered as personal lease vehicle Passed safety inspection	
		11/30/2015	18,503	New York	Passed safety inspection	
		<div style="border: 1px solid black; padding: 5px; width: fit-content;"> Two states? Vehicle leasing companies often title a car in one state but register it to be driven in another. </div>				

		Inspection Station	Passed emissions inspection
			View what was inspected
06/03/2016	22,780	New York Inspection Station	Passed safety inspection Passed emissions inspection
			View what was inspected

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

CARFAX Glossary

[View Full Glossary](#)

First Owner

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

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.

Follow Us: [facebook.com/CARFAX](https://www.facebook.com/CARFAX) [@CarfaxReports](https://twitter.com/CarfaxReports) [CARFAX on Google+](#)

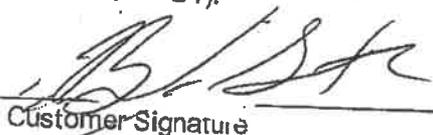
CARFAX DEPENDS ON ITS SOURCES FOR THE ACCURACY AND RELIABILITY OF ITS INFORMATION. THEREFORE, NO RESPONSIBILITY IS ASSUMED BY CARFAX OR ITS AGENTS FOR ERRORS OR OMISSIONS IN THIS REPORT. CARFAX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CARFAX®

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,598,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.

9/15/16 4:53:04 PM (EDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2013 INFINITI G37 vehicle (VIN: JN1CV6AR2DM765226), which is based on information supplied to CARFAX and available as of 9/15/16 at 4:53 PM (FDT).



Customer Signature

5/15/17

Date

Dealer Signature

Date

Freedom Nissan
 1095 Shelburne Rd
 South Burlington, VT 05403
 (802) 864-7400

WE OWE

NAME Brandon Smith STK. NO. 13671 NEW USED

ADDRESS _____ YEAR 2013 MAKE Infiniti

CITY _____ STATE _____ ZIP _____ MODEL G37X

PHONE _____ SERIAL NO. JN1CV6AR2DM765226

SALESMAN Keely Dames DEL. DATE _____

QTY.	NAME OF ITEM	PART	LABOR
	Nothing owed		
	2 free oil changes (2)	(100).00	

DEAL JACKET

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER [Signature]

DATE 05/15/2017

APPROVED [Signature]
MSR

YOU OWE

	TO BE RECEIVED BY DATE		TO BE RECEIVED BY DATE
1) Title to Trade In Vehicle		5) Other	
2) All Monies		6) Other	
3) Valid Insurance Card		7) Other	
4) Other		8) Other	

DEAL JACKET

I hereby agree to provide the above listed item(s) to the dealer. I understand that the sales transaction is not complete until I provide such items.

X: [Signature]
 APPROVED BY: [Signature]
MSR

DATE: 05/15/2017

7/21/2017

Re: Freedom Nissan

From: Kim Gauthier <vtautocap@aol.com>

To: brandons464 <

Subject: Re: Freedom Nissan

Date: Fri, Jul 21, 2017 8:56 am

Attachments: Freedom Nissan B Smith.pdf (2274K), ABOUT AUTOCAP Jan 2015.docx (19K)

Good Morning Mr. Smith,

We have received the attached response from Mr. Shapiro and he stands firm on his \$300 offer. This gives you 3 options: accept the offer, go before the AUTOCAP Panel for a hearing, or pursue another avenue outside of the AUTOCAP process. Please review and let me know how you would like to proceed. The next Panel hearing is schedule for Thursday, August 4th so I need to know by Wednesday, 7/26 if you would like to participate in a panel hearing. See the attached ABOUT AUTOCAP or feel free to call me at (802) 461-2655 ext. 2.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Brandon Smith <brandons464@aol.com>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Sun, Jul 2, 2017 6:32 pm
Subject: Re: Freedom Nissan

Good Afternoon Kim,

I have included a written response to Mr. Shapiro's settlement response.

thank you and have a great 4th,

Brandon Smith

On Fri, Jun 30, 2017 at 5:08 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Good Afternoon Mr. Smith,

AUTOCAP is in receipt of Mr. Shapiro's response, see attached. Please review and respond, in writing, within 10 business days or July 14, 2017. I have requested a copy of the settlement agreement mentioned in Mr. Shapiro's letter and will forward it to you once I receive a copy.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Brandon Smith <brandons464@aol.com>
To: vtautocap <vtautocap@aol.com>
Sent: Tue, Jun 27, 2017 10:22 am
Subject: Freedom Nissan

My name is Brandon Smith and I had filed a complaint through you guys a couple weeks ago, and I was wondering what the current status of that claim is? I was contacted by Mort from freedom, last Tuesday and asking for pictures of the tires and that I would be contacted within a couple days. I have not heard anything yet.

Thank you
Brandon Smith

AUTOCAP

AUTOMOTIVE CONSUMER ACTION PROGRAM

RECEIVED

JUN 16 2017

COMPLAINT FORM

Notes: Your complaint is not eligible for AUTOCAP if: you do not own your vehicle throughout the mediation process, or you have already retained an attorney. When submitting this form please provide copies of all pertinent documents, including purchase/sales contract, warranty or "as is" documentation, repair orders, etc.

Consumer Information:

Name: Brandon Smith
Email: _____ Phone: _____
Mailing Address: _____

Business Information:

Name: Freedom Nissan
Business Contact: Mort (owner) Business Phone: 802-864-7400
Mailing Address: 1095 Shelburne Rd, South Burlington VT 05403

Complaint Type:

Sales: _____ Used "As Is" _____ Used w/ Limited Warranty: Remaining Factory
What type?
 Service Repair Total: \$4,335.48
Other: _____

Vehicle Information:

Year 2013 Make Infiniti Model G37X Date Purchased: 5/15/17
Purchase Price: \$4,698.00 Mileage at Purchase 24,256 Present Mileage 25,564

IMPORTANT:

Outline your Complaint: *See Attached word document

State the relief you desire: Car paid off or damages fixed by shop of my choice with new OEM parts and reimbursement for tire repair
Customer Signature: [Signature] Date: 6/13/17

Upon completion, please return to the email or mailing address as follows:
c/o VADA, US Route 302-Berlin, Suite 2, Barre, VT 05641
802-461-2659 (Fax)
Vtautocap@aol.com

Complaint Outline:

I purchased my 2013 G37x on May 15th, under the false pretense that the car was never in a accident. I was told by the sales agent Keely that the car was never in a accident. Then she gave me the Carfax and said, "See never in an accident". That was THE deciding factor for me to purchase this car. Within 48 hours, I noticed spray paint on the passenger side rear door and quarter panel. I brought this to Freedom's attention immediately and was told to bring it in the following day. I bring the car in and Mort, the owner, agreed to clean up the car so I would not notice the damages, but he wouldn't replace any body panels. This was supposed to be a sand and repaint job of the door, quarter panel, and excess bondo on the door jam. However after I received the car back under further inspection I noticed it was just a wet sand polish and buff job. The door jam was also never touched like discussed.

I had to replace the tires within owning roughly 400 miles on the car due to dry rot, and cracks on the sidewall. I brought this to Mort's attention when I picked up the car from the body being "fixed". I was told, "I cannot help you, and we do not do reimbursement". This car was inspected in October with 23,863 miles on it. Town fair tire installed new tires for me at 24,630 miles. The Sales agent that inspected the car before the job said there is no way this car would have ever passed a legal Vermont car inspection with these tires.

When I went to talk to Mort about the body damages to the car he also had agreed to buy me oem floor mats since they were shown in the Ad for the car yet not included with the car.

After all this I posted a google review stating my honest experience with freedom and how it was a shady business and the owner was a crook, due to how I was initially lied to about damages, then he did not what he said he would with fixing the car. I was called by mort the following day, on my cell phone, through text, then he proceeded to call my company phone to try and discuss the review under the cover of "floor mats". I returned his call on my lunch break where me and him got into a heated conversation because I called him a crook and gave him a bad review. He then stated that his wife and the owner of my place of work know each other and how would I like it if he were to call and say bad things about me that would get me in trouble. One of my coworkers is willing to attest that he overheard the conversation and me repeat back to mort "are you threatening my job".

I have been lied to by freedom on multiple accounts, and they let me leave their lot with tires that could have blown out at almost any speed. I still have the tires on hand for visual proof. I have included the invoice for the tire repair and the quote for the repairs to the car by a shop that I trust. To make the car I bought under false pretenses be the car I actually purchased.

Customer Information

Buyer/Lessee Last First Middle Initial
 SMITH, BRANDON S

Street Address

City State Zip Code

Evening Phone Day Phone
 () ()

Date of Birth Social Security # Drivers License # State
 N/A

Cell Phone Email

Co-buyer/Lessee Last First Middle Initial
 N/A

Street Address

City State Zip Code

Evening Phone Day Phone
 () ()

Date of Birth Social Security # Drivers License # State
 N/A

Cell Phone Email

Insurance Agent
 DIRECT 700 CROSSPOINT
 Phone Number (800) 841-3000

Vehicle

NEW VEHICLE DEMONSTRATOR VEHICLE USED VEHICLE FORMER DAILY RENTAL VEHICLE

Stock Number Year Make
 13671 2013 INFINITI

Model # Carline Model Description
 G37 SEDAN G37 SEDAN

Vehicle Identification Number
 JN1CV6AR2DM765226

of Cylinders Body Color Mileage
 6 BLACK 24,375

The Trade-In Vehicle

Year Make Carline Model Description
 2013 MITSUBISHI LANCER 4DR SDN MAN G

Vehicle Identification Number
 J432U6FU7DU022484

of Cylinders Body Color Mileage
 N/A WHITE 42,256

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

TRADE-IN PAY OFF ESTIMATE \$ Initials _____

BANK or LEASING Co. REGISTRATION PLATE #

Account # NAME(S) OF TRADE-IN VEHICLE TITLE

Phone # () N/A

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

Initials _____

Acceptance & Terms

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

PLEASE READ BOTH SIDES

Buyer/Lessee Signature  Date 05/15/17
 (I am over 18 years of age)

Co-Dealer/Lessee Signature _____ Date 05/15/17

Prices, Taxes, Fees & Totals

Price		20,998.00
Manufacturer's Rebate	(-)	N/A
Vehicle Price This price includes all coupons & rebates signed over to dealer		20,998.00
Trade-In Vehicle Allowance	(-)	6,300.00
Net Difference	(=)	14,698.00
Additional Accessories	(+)	N/A
Trade-In Vehicle Payoff (if any)	(+)	N/A
Documentary & Administration Fee	(+)	249.00
Sales Tax (tax credit if applicable)	(+)	502.76
Title & Registration Fees	(+)	71.00
VSI, Bank Fee, or Lease Acquisition Fee (if applicable)	(+)	N/A
PREP FEE Service Agreement	(+)	59.00
Total Charges/Debits	(+)	15,819.76
Payment: Cash, Check, Credit Card	(+)	

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

Infiniti 637 2013 JN1ACV6AR2DM765286
VEHICLE MAKE MODEL YEAR VIN NUMBER

13671
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



AS IS-NO WARRANTY

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



WARRANTY

FULL LIMITED WARRANTY. The dealer will pay 100* % of the labor and 100* % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

Engine; Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Head	* The customer pays only the first \$50 of
askets; Timing Case Chain, Gears, Belt and Sprockets; Harmonic Balancer; Oil	the total cost of covered component
Pump; Water Pump; Turbocharger Housing and all Internal Parts; Turbocharger	repairs performed during each repair
Wastegate Actuator, Transmission Case and all Internal Parts; Torque Converter;	visit
Drive Plate; Flex Plate; Fly Wheel; Bell Housing, Transaxle Case or Rear Axle	All listed components are covered for
Housing and all Internal Parts; Drive Shaft and Axle Shaft Assemblies and their	1 month from the vehicle sale date or
housings; Axle Shaft Bearings; Drive Shaft Center Bearings; Constant Velocity	1,000 miles from the vehicle's
joints; Boot; Universal Joints and Yokes, Four Wheel Drive (4X4)/All Wheel	odometer reading at the time of vehicle
Drive (AWD); Transfer Case/Power Transfer Unit and all Internal Parts; Front and	sale (whichever comes first).
Rear Axle Assemblies; Axle Shafts; Axle Shaft Bearings; Drive Shaft Assemblies;	
Universal Joints and Yokes; Viscous Coupler Assembly	

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

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

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



Dealer Report of Sale - Temporary Registration

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

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

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

Dealer: FREEDOM NISSAN, INC. Dealer #: _____

Owner(s): _____

Address: _____

Vehicle: INFINITI G37 SEDAN 2013 BLACK 05/15/17
Make Model Year Color Date Purchased

JH1CYGAR2DM785228 CAR VT 6530
Vehicle Identification Number Auto/Truck Plate #

Date Issued: 05/15/17 Date Expires: 06/14/17

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

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

Motor Vehicle Trade In: MITSUBISHI 2013 N/A JA32UBFW0U022484
Make Year Plate # Vehicle Identification Number

Purchase Price	\$ 21,346.00
Trade-In Credit	\$ 0.00
Net Taxable Cost	\$ 15,046.00
Tax Due	\$ 902.76
Registration Fee	\$ 25.00
Transfer Fee	\$ N/A
Title Fee	\$ 46.00
Warranty Fee	\$ N/A
Misc.	\$ N/A
TOTAL	\$ 973.76

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

ODOMETER DISCLOSURE STATEMENT

I state the odometer now reads 24,376 (no tenths) and I hereby certify to the best of my knowledge that (check applicable statement below):

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

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

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

Dealer/Lessor Signature: _____

Buyer/Lessee Name (Print): BRANDON S SMITH

Buyer/Lessee Address: _____

Buyer/Lessee Signature: _____

Date of Statement: 05/15/17 Date To Lessee: 05/15/17

Date from Lessee: 05/16/17

White - DMV | Yellow - Dealer | Pink - Customer

TOWN FAIR TIRE

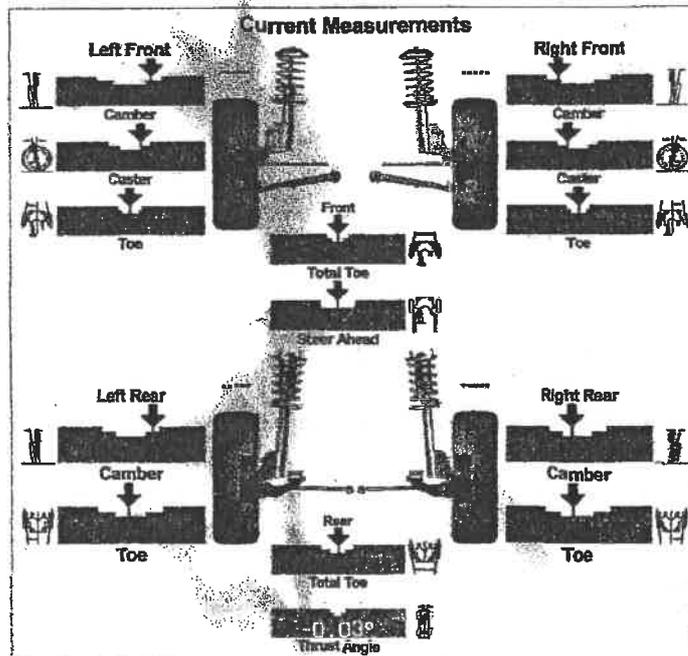
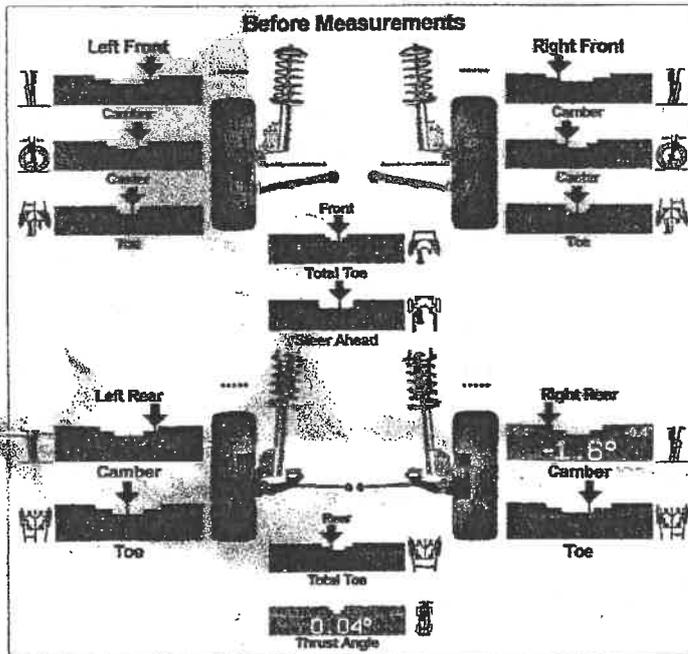
WILLISTON, VT



JN1CV6AR2DM765226

Work Order: 06993606
Last Name: smith
First Name: brandon
VIN: JN1CV6AR2DM765226
License: fmp 630
Year: '13
Technician: burns
Odometer: 24630
Date: 5/22/17 11:53 AM

Infiniti 2013 G25x/G37x Sedan 4X4 17" Wheel ExpressAlign Total Alignment





TOWN FAIR TIRE CENTERS OF VERMONT LLC
 316 MARSHALL AVENUE, WILLISTON, VT 05495 TEL (802) 391-4565

INVOICE

Ver 17-03 can

INVOICE NO 06993-606	
ACCOUNT #	P.O. #
	PHONE #
E-MAIL	

MR. MRS. MS.	BRANDON SMITH	CURRENT MILEAGE	24630	YEAR MAKE MODEL	13 INFINITI G37
ADDRESS					
CITY STATE ZIP	VT	GREY			

SALE TYPE	CLERK #	QTY	DATE	TIME
01 -06	380M		05/22/2017	10:28

QTY	SIZE	DESCRIPTION	IBM #	LIST	PRICE	AMOUNT
4	225/55R17H	CROSSWIND HP010 A/S	09922	126.00	75.00	300.00
4	90 DAY FRE	ROAD HAZARD GUARANTEE	00203	9.95	0.00	0.00
4	16"&17"	COMPUTER BALANCING	00154	19.95	15.95	63.80
4	TPMS VALVE	SENSOR RECONDITIONING	00445	6.99	4.95	19.80
1	FREE	ALIGN FRONT WHEELS	00199	39.00	0.00	0.00
1	ALIGNMENT	FACTORY RECOMMENDED	00168	89.00	49.00	49.00
1	LIFETIME	FREE FLAT REPAIR	01258	29.95	0.00	0.00
1	LIFETIME	FREE ROTATION	01235	29.95	0.00	0.00
4		DISMOUNT + MOUNT	00197	10.95	0.00	0.00
1		30 DAY TEST DRIVE	13000	0.00	0.00	0.00
1	AFTER SALE	GUARANTEED LOWEST PRICE	13002	0.00	0.00	0.00
1		NATIONWIDE WARRANTY	13001	0.00	0.00	0.00
4	LIFETIME	SNOW TIRE CHANGEOVER	00195	39.95	0.00	0.00

IBM#: 09922
 WORKMANSHIP: YES
 ROAD HAZARD: 90 DY
 MILEAGE W/O CARE: 20000
 MILEAGE WITH CARE: 55000

Explanation: TPMS 4 NEW--SAVE OLD--FACTORY ALIG NMENT	SUB-TOTAL	319.80
TORQUE: 80 PSI--FR:33 RR:33	VTSALES TAX	22.39
SIGNATURE DEBIT PURCHASE	NON-TAXABLE	112.80
	TOTAL	454.99

M/C-Visa	454.99	Card# xxxxxxxxxxxx	Appr 024832 State	19.19 TX
			Town	3.20 TX

Attention Customer: We gave you the voluntary tire registration form. You must mail the form for the registration to be valid.

SAFETY WARNING
 After installation of mag wheels, all nuts or bolts must be retorqued (retightened) after the first 25 miles.

COMMENTS - COMPLIMENTS - COMPLAINTS
 Town Fair serves thousands of customers each year. In order to help us serve you better, if you have a comment, compliment, or complaint or just want to talk to us about our operation - please call - it will be greatly appreciated.

Contact or Write
 CUSTOMER SERVICE TOWN FAIR TIRE
 460 COE AVENUE EAST HAVEN, CT 06512
 TELEPHONE (203)467-8600 X 213
 OR TOLL FREE 1 (800) 972-2245 OR 1 (888) TOWNFAIR
 OR VISIT OUR WEBSITE @ www.townfair.com

GREEN MOUNTAIN COLLISION, INC.

83 DORSET LN., WILLISTON, VT 05495

Phone: (802) 872-0542

FAX: (802) 872-1591

Workfile ID:

ed067dde

Federal ID:

030364395

Preliminary Estimate**Customer: Smith, Brandon****Job Number:**

Written By: Tom Barron

Insured: Smith, Brandon

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

Smith, Brandon

Inspection Location:

GREEN MOUNTAIN COLLISION, INC.

83 DORSET LN.

WILLISTON, VT 05495

Repair Facility

(802) 872-0542 Day

Insurance Company:**VEHICLE**

2013 INFI G37 Sedan X AWD 4D SED 6-3.7L Gasoline Electronic Fuel Injection

VIN: JN1CV6AR2DM765226

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

Power Passenger Seat

DECOR

Dual Mirrors

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Backup Camera w/Parking Sensors

Home Link

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Rear Side Impact Air Bags

SEATS**Bucket Seats**

Leather Seats

Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Traction Control

Stability Control

Xenon Headlamps

Power Trunk/Gate Release

Preliminary Estimate

Customer: Smith, Brandon

Job Number:

2013 INFI G37 Sedan X AWD 4D SED 6-3.7L Gasoline Electronic Fuel Injection

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		QUARTER PANEL					
2	Repl	RT Quarter panel	GHA00JKOMA	1	925.60	18.5	3.2
3		Add for Clear Coat					1.3
4	#	Repl GLASS INSTALLATION KIT		1	20.00 T		
5	Repl	RT Guard	78842JK000	1	83.09	0.1	
6		REAR DOOR					
7	Repl	RT Door shell	HBA0MJKOMA	1	807.15	5.0	2.9
8		Overlap Major Adj. Panel					-0.4
9		Add for Clear Coat					0.5
10	Repl	RT Tape	82812JK01C	1	51.02	Incl.	
11	#	Welding materials		1	25.00		
12	#	Repl ANTI-CORROSIVE PRIMERS/COATING		1	15.00		
13	#	CAR COVER		1	5.00 X	0.3	
14	#	HAZARDOUS WASTE REMOVAL		1	3.00 X		
SUBTOTALS					1,934.86	23.9	7.5

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,906.86
Body Labor	23.9 hrs @	\$ 50.00 /hr	1,195.00
Paint Labor	7.5 hrs @	\$ 50.00 /hr	375.00
Paint Supplies	7.5 hrs @	\$ 30.00 /hr	225.00
Miscellaneous			28.00
Subtotal			3,729.86
Sales Tax	\$ 2,151.86 @	6.0000 %	129.11
Other Tax 1	\$ 2,151.86 @	1.0000 %	21.52
Grand Total			3,880.49
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			3,880.49

Dealers 1st response

FREEDOM NISSAN

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

June 28th, 2017

Brandon Smith

RE: Purchase of 2013 G37x Infiniti

Dear Brandon,

I am writing to follow up on your complaint to Vermont Autocap and see if we can reach a resolution. Customer satisfaction is very important to us and thus we will continue to try to work with you toward a resolution of this matter, even though we disagree on the basic facts.

As you know you purchased the 2013 Infiniti at Freedom Nissan after test driving the vehicle and examining the vehicle you negotiated a price for both your trade-in and the ultimate purchase price of the 2013 Infiniti. At no time during the process did we provide you with any false or misleading information. Several days after you purchased the vehicle, you called our sales professional and requested some additional items for free (floor mats, windshield wiper blades, and you wanted us to program a key). You were informed those items were not for free.

A few days later you came in with your father and accusing us that we misinformed you about the condition of the vehicle. You said you were unhappy because one of the quarter panels was not as shiny as the others. This was clearly visible when you purchased the vehicle. However, when you came back to us to complain about it, we agreed to repaint that portion of your vehicle to make it match as best we could at no charge.

You also claim we sold the vehicle with tires that were unfit to drive on the road. The vehicle was inspected by one of our technicians before the sale and the tires passed inspection when we sold it to you. The tires were not covered by the warranty and did not fail. Rather you choose to replace the tires because you wanted new tires. There are two problems with this claim, first, you are not entitled to new tires. You never gave us an opportunity to view the problems you had with the tires before you replaced them. Therefore, we cannot be responsible for the costs you incurred in replacing them since you did not give us a chance to fix the problem first.

(over)

FREEDOM NISSAN

FREEDOM NISSAN

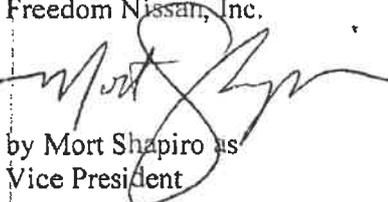
1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3746

You also claim that the vehicle should have come with floor mats. There is no requirement that a vehicle we sell be sold with floor mats. I understand the picture posted on our website of the truck shows some used floor mats in the trunk. I do not know the condition of these mats and why they did not stay with the vehicle when it was sold. However, you examined the vehicle when you negotiated the price and there was nothing said about floor mats.

Finally, you now want us to pay for a complete repair to the quarter panel of the vehicle that we repainted. You did not purchase a new vehicle from us, rather you purchased a used vehicle. We are not responsible for providing you a perfect vehicle and definitely are not responsible for repairing visible damage to the vehicle. The damage you are asking us to repair is something that was clearly noticeable when you examined the vehicle. At this point we have gone far beyond our duty, and most likely beyond what any other car dealership would do to make you a satisfied customer.

We understand, unfortunately, that we cannot make every customer happy, but we continue to do our best to satisfy our customers. With that in mind we are willing to offer you an additional \$300 to settle as full and final settlement for your claims related to your purchase of the 2013 Infiniti. If you wish to accept our offer please sign and return the enclosed settlement agreement Thank you and please call me if you have any questions.

Very truly yours,
Freedom Nissan, Inc.



by Mort Shapiro as
Vice President

FREEDOM NISSAN

RECEIVED

Consumers 1st
Response

JUL 2 2017

I appreciate your response, but I do not agree with the settlement ~~you are~~ ^{MADA} offering. First of all on the evening that I test drove the car, it was covered in dirt and pollen, which would have prevented anyone from seeing the damages and the inadequate paint job. I contacted you about the condition of the car's rear quarter panel and door less than 48 hours after purchase of the Infiniti. Not because it was not "shiny" because it was filled with BONDO. I asked the sales representative if the care had ever been in an accident. Your sales representative told me during the sale process that the car WAS NEVER IN AN ACCIDENT, then showed me the Carfax. I purchased a car from you under those false pretenses. The damages were nowhere near "clearly visible" as the condition of the car was filthy on your lot, to hide the fact it was damaged.

You did agree to repaint that section of the car so it would blend in with the rest of the car, and to clean up the door jam of excess bondo. I believe that this vehicle was cleared and then buffed as you can still see the spray paint texture under the clear coat. The door jam was also never touched. Which means you did not follow through with what you promised.

As for the floor mats, these were shown in the pictures of the car you advertised, which therefore are to be included in the sale of the car. This is the same exact scenario if you were to buy something in the store that shows what is in the box, is what is included in the purchase unless otherwise stated saying "Does not include". Therefore, this is false advertising. You listed the car on your site with floor mats pictured in the trunk, therefore floor mats were included in the sale of this vehicle. I still have these pictures if they need to be submitted for evidence.

The tires were an absolute issue of safety. There is no way these tires would have ever passed a LEGAL Vermont state inspection. There was less than 500 miles in the difference of the mileage listed on the inspection sticker to my sales paper work. You allowed this car to leave your lot with tires that could have easily blown at ANY speed. This would include the night I test drove the vehicle with your sales representative in the car. The sidewall crack on the front passenger side tire alone was 8-10 inches long. I replaced the tires because it was a safety issue not only for me but also, for other drivers on the road. I had the tires replaced at Town Fair Tire which the sales representative confirmed that these tires would never have passed a Vermont State Inspection. I have pictures of the tires when they were on the car and I still have the tires to back up my claim.

You have also neglected to bring up the phone call I received blackmailing me about my job because I wrote a google review giving you a one star rating calling you a crook and freedom Nissan a shady business. You called my work directly because I did not immediately answer my cell phone or your text message. My company phone number was meant for financing purposes ONLY, not for you to freely contact and threaten me on. You proceeded to threaten my job because your wife knows the owners wife and could contact her and "see how I like it". You demanded that I remove my review and are holding the floor mats I was promised and were shown in the pictures of the car hostage until I meet your demand to remove my review.

This is and continues to be a shady deal with your company. I DO NOT accept your offer for \$300, as it does not cover the tires alone, or floor mats I was promised when my father and I came in to talk to you

about the BONDO in the door, that you personally stated your sales rep LIED about not having the floor mats.

I realize that I should have looked at the car closer than what I did and perhaps requested that you wash the vehicle prior to me working out any sales agreement. However, you are supposed to be a reputable dealership and are required to follow a set of standards when selling any vehicle, which I feel you failed to do so. You hid vehicle damage even after being asked if it had ever been in an accident. You put my life and others in danger selling a car with dry rotted tires. I am not the first person to have an issue with the way you do business. A co-worker of mine has experienced similar incidents with Freedom Nissan recently.

Your offer is not satisfactory to me as it does not cover that fact that you lied and hid the damage on the vehicle, the cost of the tires that needed to be replaced, nor the floor mats that should have been included with the car. I stand firm on the fact that this is a vehicle that had I known about the damage, I would have never purchased. I still feel that I should be reimbursed for the tires 100% and should be owed the difference in the book value of the car between excellent and poor condition, as the damages would not have allowed this car to be considered in good condition.

Sincerely,

Brandon Smith

A handwritten signature in black ink, appearing to read 'B. Smith', written in a cursive style.

7/7/2017

Fwd: Freedom Nissan

From: Kim Gauthier <vtautocap@aol.com>

To: m_shapiro <m_shapiro@nissanvt.com>

Subject: Fwd: Freedom Nissan

Date: Thu, Jul 6, 2017 4:33 pm

Attachments: Freedom Settlement response.pdf (1052K)

Good Afternoon Mort,

We have received the attached response from Mr. Smith refusing your offer. I need to know if you would like to change your offer or that is your final offer. The next step will be to offer him the opportunity to go before the panel so please let me know if the \$300 is your final offer.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Brandon Smith <

To: Kim Gauthier <vtautocap@aol.com>

Sent: Sun, Jul 2, 2017 6:32 pm

Subject: Re: Freedom Nissan

Good Afternoon Kim,

I have included a written response to Mr. Shapiro's settlement response.

thank you and have a great 4th,

Brandon Smith

On Fri, Jun 30, 2017 at 5:08 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Good Afternoon Mr. Smith,

AUTOCAP is in receipt of Mr. Shapiro's response, see attached. Please review and respond, in writing, within 10 business days or July 14, 2017. I have requested a copy of the settlement agreement mentioned in Mr. Shapiro's letter and will forward it to you once I receive a copy.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Brandon Smith

To: vtautocap <vtautocap@aol.com>

Sent: Tue, Jun 27, 2017 10:22 am

Subject: Freedom Nissan

My name is Brandon Smith and I had filed a complaint through you guys a couple weeks ago, and I was wondering what the current status of that claim is? I was contacted by Mort from freedom, last Tuesday and asking for pictures of the tires and that I would be contacted within a couple days. I have not heard anything yet.

Thank you
Brandon Smith

6/16/2017

Fwd: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

6/6

From: Kim Gauthier <vtautocap@aol.com>

To: m_shapiro <m_shapiro@nissanvt.com>

Subject: Fwd: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

Date: Fri, Jun 16, 2017 3:18 pm

Attachments: 060617 Smith.txt (5K), B Smith Complaint.pdf (1119K)

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

6/9/2017

Fwd: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

From: Kim Gauthier <vtautocap@aol.com>

To: brandon464

Subject: Fwd: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

Date: Fri, Jun 9, 2017 1:24 pm

Attachments: 060617 Smlth.txt (5K), AUTOCAP Complaint FORM.pdf (125K), AUTOCAP Request for Documents List.doc (41K), ABOUT AUTOCAP Jan 2015.docx (19K)

Dear Mr. Smith,

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

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

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

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

Sincerely,

Kim Gauthier
AUTOCAP Coordinator

6/9/2017

RE: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

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

To: Kim Gauthier <vtautocap@aol.com>

Subject: RE: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

Date: Fri, Jun 9, 2017 10:51 am

Attachments: 060617 Smith.txt (6K)

Hi Kim,

Sorry for the confusion—attached is the most recent correspondence our office has received from the consumer.

Best,

Lauren Jandl
Consumer Advisor

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

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

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Thursday, June 08, 2017 4:33 PM
To: AGO - CAP
Subject: Re: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

Good Afternoon,
Do we know if this consumer is filing a complaint or has he decided to hire legal counsel?
Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: brandons464 <>
Cc: vtautocap <vtautocap@aol.com>
Sent: Tue, Jun 6, 2017 1:00 pm
Subject: VT AGO 2017-03953 Smith, Brandon, (Freedom Nissan) CAP

Re: 2017-03953

Dear

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.

From: Brandon Smith <
Sent: Monday, June 05, 2017 2:20 PM
To: AGO - CAP
Subject: RE: Question for CAP

Hey Lauren

Thanks for all your help. I would like to go ahead and file the complaint with VADA and see where it goes.

Thank you

Brandon Smith

On Jun 5, 2017 12:51 PM, "AGO - CAP" <AGO.CAP@vermont.gov> wrote:
Hello Brandon,

Because it's an informal process, filing a complaint does not limit your ability to bring your own legal action. However, if you decide to hire a private attorney, at that point our office and VADA would close your complaint for mediation.

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

From: Brandon Smith [mailto:
Sent: Monday, June 05, 2017 10:14 AM
To: AGO - CAP
Subject: RE: Question for CAP

Thank you for replying. I am interested in filing a complaint against Freedom Nissan. Now if I file this complaint am i allowed to seek legal action as well over this issue, Or is there stipulations regarding filing the complaint?

Thank you

Brandon Smith

On Jun 5, 2017 9:21 AM, "AGO - CAP" <AGO.CAP@vermont.gov> wrote:
Hello Brandon,

Thank you for contacting the Consumer Assistance Program. Our office provides an informal complaint mediation service to consumers, and is unable to provide legal advice or assess complaints for legal merit. You may, however, contact the Vermont Bar Association's Lawyer Referral Service at 800-639-7036 to be referred to a private attorney for legal assistance.

Additionally, if you would like to file a complaint for mediation, please feel free to respond to this email. Once confirmation is received, we will forward your complaint to the Vermont Vehicle and Automotive Distributor's Association (VADA) for mediation, 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.

We hope you will find this information helpful. If you would like for us to forward your complaint to VADA, please respond to this email or call our office at 1-800-649-2424.

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

From: Brandon Smith
Sent: Friday, June 02, 2017 5:57 PM
To: AGO - CAP
Subject: Question for CAP

My name is Brandon Smith I recently purchased a used car through Freedom Nissan of South Burlington. And feel as I was a victim of fraud. I purchased a used car under the false pretenses that it was never in a accident. Was told it was never in a accident by the sales rep then shown the carfax and said "see never in a accident". Fast forward just under 48 hours I find bondo and spray paint on the door. I bring the issue to Mort the owner of freedom. who agreed to clean up the door jam of bondo, and repaint/blend the door with proper paint. It looks as he had it wetsanded, polished, and buffed so it blended. Never cleaned up the door jam. He also promised floor mats with the car. That I never recieved. Then to continue with the bad taste in mouth I had to replace the tires on the car that were inspected 550 miles before my purchase. I bring this to his attention and he shrugs me off said he can't help me. So I write a review on Google of freedom about the bad experience I have. Today 6/2/17 Mort calls me and harassed me over my review said I was a liar and had no right to call freedom a shady business or him a crook. He then proceeded to threaten to call my works owners wife, who is a friend of his wives and report me to them and "see how I like it".....to some this email up i am wondering if I have a case and a good direction of who to talk to about this. I am having trouble finding a consumer fraud lawyer. Any help/insight would be great.

Thank you,

Brandon Smith

060517 DiCicco (ID 143005)

From: AGO - CAP
Sent: Monday, June 05, 2017 2:27 PM
To: 'ted dicicco'
Cc: DFR - BNK Consumer
Subject: RE:

Hello Ted,

Thank you for contacting the Consumer Assistance Program. Because your concern is regarding Toyota Financial Services' financing practices, we have copied the Vermont Department of Financial Regulation-Banking Division to this email as they are better able to assist you with this concern. You may also contact the Banking Division by calling (888) 568-4547 or visiting their website at: <http://www.dfr.vermont.gov/banking/banking-division>.

If you have additional questions for our office please feel free to contact us by email or phone at 800-649-2424.

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

From: ted dicicco [mailto:
Sent: Monday, June 05, 2017 9:33 AM
To: AGO - CAP
Subject:

PO Box 608
South Royalton, VT 05068
June 5, 2017

Dear Sir/Madam,

I am asking for your help in a matter which could lead to helping others as well.

I bought a car recently from White River Toyota. The total cost was \$18,755. The amount financed was \$15,755. This amount includes an extended warranty for \$2,000. I have the option to cancel this warranty. I financed the \$15,755 through Toyota Financial Services (TFS); the terms being 5 years (60 months) at 1.9%, total finance charge \$785, monthly payments \$275.

I cancelled the warranty coverage expecting to see a decrease in my monthly payments; however, the practice at TFS is to keep the same monthly payments and to stop those payments when the balance is down to \$2,000. According to TFS changing the amount of the monthly

060517 DiCicco (ID 143005)

payment would require a new loan agreement to be initiated by the dealer. The dealer won't do this.

On the surface there isn't any difference, but there is. My total finance cost will now be \$760. If the amount financed had been \$13,755 (i.e., if the warranty had not been purchased) the total finance cost would be only \$660. The reason that I'm paying more is that I will have already paid interest on the 2,000 when the loan balance is down to \$2,000.

First, I'm only paying \$100 more than I should and I don't know what to do about it. Second, and more important is that this practice is the norm, at least by Toyota. There must be many consumers who are paying interest on money that they do not borrow. Any consumer who cancels part of an agreement financed by TFS ends up paying a higher interest rate than the amount agreed upon in the finance contract.

Thanks for looking into this.

Ted DiCicco

1

Autocap Case Record

Case #
046-17

Date Received
06/13/2017

Closed Date
8/10/2017

Consumer-FIRSTN Consumer-LASTNAM Date Acknowledged
Todd Meunier 6/30/2017

Consumer Respons

Complaint Type	Purchase Date	Year/Make Model	Mileage	Price Sold	As Is
Sales	12/12/2016	2014 Ford F-150 4x4	45,421	\$31,802	<input type="checkbox"/>

Member Name
Heritage Motors, Inc. dba Heritage Ford

Member Contact
Nora Krom

Member Response Due **6/26/2017**

Resolution Process Panel Referred to Resolution
Staff Compromise

Case Notes

- 6/22 - Rec'd update from dealer
- 6/26 - Rec'd final dealer response.
- 6/30 - Forwarded to consumer - will leave open until consumer contacts AUTOCAP
- 7/20 - Sent follow-up to dealer
- 7/21 - rec'd dealers response - still working with consumer
- 8/10 - Called dealer and found out that consumer traded 2014 F-150 for a 2017 F-150 on 7/27/17

Notes (Summary)

Consumer states that when purchasing vehicle he told sales person that he needed to take the plow off old truck and placed on new truck to continuing his plowing business. He purchased an extended warranty and four months after sale dealer called and said no one would cover the extended warranty due to the plow and needed to return \$. Dealer worked with consumer and traded into newer F-150 truck

From: Kim Gauthier <vtautocap@aol.com>
To: toddmeunier62 <
Subject: Fwd: VT AGO 2017-04135 Meunier, Todd (Heritage Ford) CAP
Date: Fri, Jun 30, 2017 4:22 pm

Dear Mr. Meunier,

AUTOCAP is in receipt of your complaint against Heritage Ford regarding your 2014 Ford F150. We have also received the following email from Nora Krom, Customer Relations Specialist with Heritage Automotive Group. It appears they would like you to contact Mr. Lussier directly in order to set up an appointment to go over your options. I will leave your complaint open, if you would like, until you have resolved your complaint. However, please let me know via email or phone call at (802) 461-2655 ext 2 once you have reached a resolution so that I may close your case.

Thank you,
 Kim Gauthier
 AUTOCAP Coordinator

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

From: Nora Krom <nkrom@heritagevt.com>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Mon, Jun 26, 2017 3:51 pm
Subject: Re: VT AGO 2017-04135 Meunier, Todd (Heritage Ford) CAP

Kim,

Larry and I have discussed Mr. Meunier's situation further. He, and the Heritage Ford sales team, would like to work with Mr. Meunier to get him into another truck that meets his needs and warranty eligibility requirements. Please ask Mr. Meunier to contact Larry directly at 802-865-8274 or lussier@heritagevt.com so they can arrange a time to meet at the dealership.

Thank you for your patience. Please let me know if I can provide any further assistance.

Sincerely,



Nora Krom
 Customer Relations Specialist
 Heritage Automotive Group
 P: 802-865-8187
 E: customerservice@heritagevt.com

Find Heritage Online



On Thu, Jun 22, 2017 at 8:37 AM, Nora Krom <nkrom@heritagevt.com> wrote:

Kim,

Since it has been several days, I wanted to give you a quick update. I am working with our Ford sales manager Larry Lussier and other members of the sales team to determine how best to resolve this. I will likely have more information on that early next week. Thank you (and Mr. Meunier) for your continued patience.



Nora Krom
 Customer Relations Specialist
 Heritage Automotive Group
 P: 802-865-8187
 E: customerservice@heritagevt.com

Find Heritage Online

6/16/2017

Fwd: VT AGO 2017-04135 Meunier, Todd (Heritage Ford) CAP

6/13

From: Kim Gauthier <vtautocap@aol.com>

To: nkrom <nkrom@heritagevt.com>

Subject: Fwd: VT AGO 2017-04135 Meunier, Todd (Heritage Ford) CAP

Date: Fri, Jun 16, 2017 1:14 pm

Attachments: 061217 Meunier.pdf (14043K)

Dear Nora:

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

Todd Meemster



TO

CONSUMER ASSISTANCE
PROGRAM
109 STATE STREET
MONTPELIER, VT, 05609



1000



05609

U.S. POSTAGE
SOUTH BURLINGTON
05403
JUN 05 09
AMOUNT

\$1.82

R2304N117084-05

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

JUN 09 '17

Attorney General's Office
Consumer Division

AG17-04502
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):*

Todd Meunier

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

Your Address:*

Your City:*

Your State:*

Your ZIP:*

Your Daytime Phone:*

Your E-mail Address:

Your Age:

50

Are you a senior citizen?

Yes No

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

Veteran N Service Member N

Information about the business you are filing your complaint against:

Business Name:*

Heritage Ford

Person You Dealt With:*

Kevin Dowd

Business Street Address:

1600 Shelburne Road

Business City:*

South Burlington

Business State:*

Vermont

Business ZIP:

05403

Business Phone:

(802) 865-8222

Business E-mail:

www.heritagevt.com

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:*

2014

Make:*

FORD

Model:*

F-150 SFX 4X4

Is the vehicle new or used?*

New Used

Complete Sections Relevant to Your Complaint:

Date Purchased (Sales):

12/12/2016

Purchase Price (Sales)

\$ 31,801.89

Vehicle Mileage at Purchase (Sales):

45,421 mi

Vehicle Mileage Currently (Sales):

52,099

Select all that apply to the vehicle you are complaining about: *
(Sales/Service)

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

Explain terms of the warranty/service contract:

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

Yes No
(Please include a copy)

Is the issue relative to warranty repairs? (Service)

Yes No *NOT YET*
(Please include repair orders and receipts)

Repair cost incurred? (Service)

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

Yes No

If yes to above, please explain:

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

- Vehicle Condition
(Documentation of representation such as advertisements, buyer's guide, sales agreement)
- Inspection
(Inspection paperwork and information from the inspection sticker)
- Repair Deal Includes Transfer of Plow
(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.) Page 1

ON Dec. 3RD 2016 I went to Heritage Ford to shop for a replacement pickup truck and swap my 2 year old Fisher Plow on a newer pickup, I met with Salesman Kevin Dowd and told him that I wanted a NEW F-150 base model to get back and forth to work with and need my snow plow removed from my old truck and installed on a new truck, so I could plow out and keep clean a five car parking area for my spouses small home business. Kevin told me those pickups would not work because they had 6 cyl - motors and I needed to step up to a V8 motor due to warranty issues, so he showed me a 2014 F-150 STX with a V8 motor, I took it for a test drive and liked it, on 12/12/2016 I returned to Heritage Ford to sign the paperwork and finish the sale. I was good until I received a phone call from Abigail Prescott on 4/11/2017 wanting to refund me my amount of \$2855.00 that I paid for my extended warranty, I informed her I refuse money back and that I would have backed out of the sale of this pickup if I had known this at the time of purchase and why did you wait 4 months after this sale to inform me of this problem. She said she was working hard and could not find anyone to cover my extended warranty, ~~because I had a plow on the truck and they would not cover me~~ Amount of loss: ~~because I had a plow on the truck and they would not cover me~~ with a plow on it, I reminded her that I was told this would not be a problem and this was their mistake. ~~PLEASE~~ (please see page 2+3+4)

Relief you desire:

A letter from FORD MOTOR CORP stating the extended warranty Heritage Ford sold me is valid OR for Heritage Ford to agree to void this purchase and ~~entire sales contract~~ and refund me all my money AND WELLS FARGO

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.

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

Page 2 4/11/17

I also told Abigail that the amount their offering me doesn't include the interest of this part of the sales contract that ~~is~~^{is} melted into 72 months worth of payments that I'm paying for that's a loss on my part and no Ext warranty on a truck I purchased for about \$30,000, she told me that she did not feel good about this issue and would get someone to call me back. About an hour later I received ~~call~~^{A call} from Mike LeClerc their service manager he told me that he couldn't understand why Ford turned down my Extended warranty plan that I purchased and that he would look into it and get back to me in a few days. I received no Reply.

ON 4/21/17 I tried to call Kevin Dowd the salesman who sold me the truck to see if he would help me with this problem because he told me that it would ~~be~~ be covered with an Extended warranty Plan By Ford for the type of use that I purchased it for. I received his voice mail and I left him a message to please call me back when he had a chance. NO Reply

PAGE 3

ON 4/24/2017 I contacted Nora Krom a Customer Relations Specialist at Heritage Ford and told her about the issue I was having with my Extended warranty plan and that I was getting very upset that NO ONE from Heritage Ford Dealership would call me back to talk about this issue and what options I have at this point. I told her if someone did 'NT call me back soon then I would be forced to contact a legal service to see where I stand to back out of this sale on a breach of this part of a SALES CONTRACT. I also told her this has gone UNRESOLVED for too long - ONCE AGAIN I WAS TOLD BY NORA I WOULD BE CONTACTED BY SOMEONE. NO REPLY!

ON 5/2/2017 I received an E-mail from Mike Leclerc the service manager telling me that he was still working on my Extended warranty AS OF 6/4/2017 I still have not received ANY contact from Heritage Ford IN regards to my Extended warranty plan. I've been told 2 different answers heritage told me the motor in my truck doesn't MEET the right size for a plow, when I contacted FORD MOTOR CORP warranty Div. they told me Heritage sold me the wrong warranty coverage. Either way I feel the mistake was made on the behalf of Heritage Ford.

OVER

PAGE 4

I would expect this type of service from a fly by night company but not a company that calls themselves a 5 star Dealership.

This is my first time buying a vehicle from Heritage FORD and will be my last if I'm left in debt \$30,000.00 in a truck they sold me put a plow on it for me after they told me I could get a 5 YR 48,000 mi Extended warranty ^{then} wait 4 month then try to back out on me and ignore me and leave me in limbo, I would like to think that they care more then that about customer service.

**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

DEAL # 223996
STOCK # 1239911
CUST # 9999177

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code) TODD MEUNIER CHITTENDEN	Co-Buyer Name and Address (Including County and Zip Code) N/A N/A N/A N/A	Seller-Creditor (Name and Address) HERITAGE FORD 1600 SHELBURNE RD SOUTH BURLINGTON, VT 05403
--	--	---

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

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2014	FORD F150 PICKU	1FTFX1EF8EFA88700	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
3.25%	\$ 3289.47	\$ 21801.89	\$ 35091.36	\$ 35706.69

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	487.38	Monthly beginning 01/26/2017

Or As Follows:

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	\$ 27787.00 (1)
2. Total Downpayment	
Trade-In	2004 FORD F150 PICKU
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 4500.00
Less Pay Off Made By Seller	\$ 4884.67
Equals Net Trade In	\$ -384.67
+ Cash	\$ 1000.00
+ Other	\$ N/A
(If total downpayment is negative, enter "0" and see 41 below)	\$ 615.33 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 27171.67 (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	\$ N/A
Disability	\$ N/A
B. Vendor's Single Interest Insurance Paid to Insurance Company	\$ N/A

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

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

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both

Credit Disability: Buyer Co-Buyer Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

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

Other Optional Insurance

N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

G Other Optional Insurance Paid to Insurance Company or Companies	\$	N/A
D Optional Gap Contract	\$	250.00
E Official Fees Paid to Government Agencies		
to SALES TAX for STATE OF VT	\$	1397.22
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
F Government Taxes Not Included in Cash Price		
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
G Government License and/or Registration Fees		
Registration	\$	62.00
H Government Certificate of Title Fees	\$	46.00
I Other Charges (Seller must identify who is paid and describe purpose)		
to N/A for Prior Credit or Lease Balance	\$	N/A
to PREMIUM CARE - ESP for EXT WARRANTY	\$	2855.00
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
to N/A for N/A	\$	N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$	4630.22 (4)
5. Amount Financed (3 + 4)	\$	31801.89 (5)

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

N/A
Buyer Signature _____ Date _____

N/A
Co-Buyer Signature _____ Date _____

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

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

Term 72 Mos.
GAP PROTECTION
Name of Gap Contract _____

I want to buy a gap contract.

Buyer Signs *[Signature]*

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

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

NO COOLING OFF PERIOD

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

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

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

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

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

Buyer Signs *[Signature]* Date 12/12/16 Co-Buyer Signs N/A Date _____

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

Other owner signs here _____ Address _____
Seller signs HERITAGE FORD Date 12/12/16 By X _____ Title _____

Seller assigns its interest in this contract to WELLS FARGO DEALER SERVICES (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller _____ By _____ Title _____

NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS
 (All vehicles up to and including Transit and F-550)

DET# 223996
 CUST# 9999177
 STK# 1239911



PROTECT

REGISTRATION INFORMATION

Vehicle Identification Number 1 F T F X J E F 8 E F A 8 8 7 0 0		Signature Date 12/12/2016	Warranty Start Date 12/11/16	<input type="checkbox"/> CPO
Internet Sale <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Current Mileage 45421	Current Hours*	IPP <input type="checkbox"/>	Term <input type="checkbox"/>
Surcharges: <input checked="" type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> 36 months/36,000 miles (Ford and Competitive Make or 48 months/50,000 miles (Lincoln vehicles)) <input type="checkbox"/> Turbocharger/Supercharger <input checked="" type="checkbox"/> Snowplow <input type="checkbox"/> Commercial Use <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford Police Interceptor), Limo, Livery, Shuttle, Tow Truck				<input type="checkbox"/> Limo/Livery Wrap <input type="checkbox"/> Component Wrap (Non-CPO)

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

PLAN COVERAGE

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with SalesTax	
		Months	Mileage	Hours*	Date	Mileage	Hours*				
PREMIUMCARE ESP	100.00	72	48000		FORD MOT			2855.00	\$ N/A	\$ 2855.00	
Options <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete <input type="checkbox"/> PDL (Lincoln Only)											
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with SalesTax	
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				\$ N/A
Options <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete <input type="checkbox"/> PDL (Lincoln Only)											
*Super Duty and Incomplete Vehicle Plan Coverages require current hours and expiration hours for all vehicles with an hour meter.								Total	\$ 2855.00	\$ N/A	\$ 2855.00

DISCLOSURE INFORMATION:

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

Mississippi Residents Only: By signing below, I agree to the binding arbitration language in the Mississippi Section.	Washington Residents Only: By initialing this box, I acknowledge I have reviewed with Dealer the section of this Service Contract titled, What This Agreement Covers and What is Not Covered, Your Responsibilities for Care of the Vehicle, Implied Warranty of Merchantability and Your and Our Rights to Cancel Agreement.
_____ Signature (not valid without Signature)	_____

SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid without Signature)		Signature Date	
		12/12/2016	
Name TODD MEUNIER	Address		
City	State	Zip Code	E-mail Address
			Service Contract Lienholder Name
			WELLS FARGO DEALER SE

DEALERSHIP INFORMATION

Dealership Signature 		FOR OFFICE USE ONLY
Headline FORD		
Address 1 P.O. BOX 1100	Address 2	
City BURLINGTON	State VT	
Zip Code 05402-1100	Telephone No 8028658100	
Employee Stars Id	P&A Code	

38978

WE OWE

NAME TODD MEUNIER STK. NO. 1239911 NEW USED XXX
 ADDRESS _____
 CITY _____ STATE _____ YEAR 14 MAKE FORD
 PHONE _____ ZIP _____ VIN NO. 1F1P31EFG3EFA86700 MODEL F150
 SALESPERSON Dowd, Kevin DEL. DATE 12 DEC 2016

QTY.	NAME OF ITEM	PART	LABOR
	DEAL INCLUDES TRANSFER OF PLOW		

I hereby accept this WE-OWE, with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

DATE 12-12-16
 APPROVED [Signature] MGR.

CUSTOMER

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.



1600 Shelburne Road, South Burlington, VT 05403
P.O. Box 1100 Burlington, VT 05402-1100
802-865-8222 • www.heritagevt.com



1620 Shelburne Road, South Burlington, VT 05403
P.O. Box 1100 Burlington, VT 05402-1100
802-865-8222 • www.heritagevt.com

**WHITE RIVER
TOYOTA**

303 Sykes Avenue, White River Jct., VT 05001
P.O. Box 1280, White River Jct. VT 05001-1280
802-291-7100 • www.whiterivertoyota.com

DEL. DATE

PURCHASER'S NAME TODD MEUNIER						DATE 12 DEC 2016	STOCK # 1239911
STREET ADDRESS						SALESPERSON Dowd, Kevin	
CITY		STATE		ZIP CODE		RESIDENCE PHONE	
DOB	SS #	DOB	SS #	DL #		BUSINESS PHONE	
NEW	YEAR	MAKE	MODEL	BODY TYPE	COLOR	MILES	
USED	14	FORD	F150	PU		45421	
TRADE SECTION	YEAR	MAKE/MODEL	SERIAL #			E-MAIL ADDRESS	
	04	F150 FORD	1FTFX1EF8EFA88700				
CYL.	BODY TYPE	MILES	COLOR	CASH DELIVERED PRICE OF VEHICLE			
	PU	124486	Silver	<input type="checkbox"/> V8 <input type="checkbox"/> SIX <input type="checkbox"/> FOUR \$ 27488.00			
SERIAL #							
1FTRF14W74NC28208							
USED CAR ALLOWANCE				4500.00			
BALANCE OWED ON CAR				4884.67			
NET ALLOWANCE ON USED CAR				-384.67			
DEPOSIT				PREMIUMCARE ESP 2895.00			
REBATE:							
TOTAL CASH DO 1000.00				+ gap insurance 250.00			
TOTAL CREDIT				615.33			
LIEN HOLDER				1st 2nd			
ADDRESS							
ACCT. #				PHONE #			
PAYOFF AMT.				4884.67			
GOOD UNTIL				BY			
I CERTIFY THAT THIS VEHICLE LISTED ABOVE IS NEITHER A SALVAGE OR REPAIR VEHICLE AND IS NOT BILLED AS SUCH, AND IS FREE AND CLEAR OF ALL LIENS NOT LISTED ON THE BUYERS ORDER.							
<input checked="" type="checkbox"/> INT.							
THE SALESMAN HAS SHOWN ME AND I HAVE READ THE MATTER ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT HAD BEEN PRINTED ABOVE MY SIGNATURE. THE FRONT AND BACK HEREOF COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS ORDER AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER. I CERTIFY THAT TRADED VEHICLE DOES NOT HAVE A CRACKED BLOCK AND HAS NOT BEEN FLOODED BY WATER.							
ORDER NO.				DATE			
				12/12/16			
PURCHASER'S SIGNATURE <i>Todd Meunier</i>							
SALESMAN				APPROVED <i>[Signature]</i>			
THIS ORDER NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER.							
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY				DEALER DOCUMENT FEES \$ 299.00			
The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.				SUB-TOTAL \$ 30642.00			
				SALES TAX 1397.22			
				MOTOR VEHICLE FEES 128.00			
				TOTAL OF ABOVE ITEMS \$ 32167.22			
TOTAL CREDIT				TRANSFERRED FROM LEFT COLUMN			
615.33				615.33			
BALANCE				CASH ON DELIVERY			
N/A				N/A			
BALANCE OF DOWNPAYMENT				DUE ON DELIVERY AT TIME OF SALE			
31551.89				31551.89			

ALL BALANCES MUST BE PAID IN CASH, CASHIERS OR CERTIFIED CHECK ONLY



FORD CREDIT

Deficiency Waiver Addendum

(Debt Cancellation Agreement)

FC-1997A 3/14

CUSTOMER (BORROWER/LESSEE) INFORMATION

LAST NAME: TODD, FIRST NAME: [REDACTED], MIDDLE INITIAL: [REDACTED], STREET ADDRESS: [REDACTED], CITY: [REDACTED], STATE: [REDACTED], ZIP CODE: [REDACTED], HOME PHONE: [REDACTED], BUS. PHONE: [REDACTED]

COVERED VEHICLE INFORMATION

MANUFACTURER: FORD, MODEL: F-150 PICKUP, YEAR: 14, VEHICLE ID NUMBER: 1FTEXLEFGFF488700, CHARGE TO CUSTOMER FOR DEFICIENCY WAIVER ADDENDUM: 250.00, ORIGINAL DATE OF CONTRACT: 12 DEC 2013, INSTALLMENT SALES CONTRACT/LEASE: [X] LEASE [] (SEE FINANCIAL ADVICE), CONTRACT TERM (MONTHS): 72, NEW VEHICLE [] USED VEHICLE [X], CONTRACT APR: 3.2500, MERCHANDISE APR: 7.48800, MILEAGE: 45421

DEALER: HERITAGE FORD, STREET ADDRESS: P.O. BOX 1100, BURLINGTON, STATE: NJ, ZIP CODE: 05492-1100

ASSIGNEE: WELLS FARGO DEALER SERVICES, STREET ADDRESS: P.O. BOX 1892517, SACRAMENTO, STATE: CA, ZIP CODE: 95819-2517

WAIVER: I, the Assignor, the Dealer, Assignor, agree to waive a portion of the Customer's responsibility in the event of a Total Loss of the Vehicle as defined herein. The waiver amount shall equal the Unpaid Net Balance less the Actual Cash Value of the Vehicle as defined herein. Any indebtedness not waived under this Addendum shall remain the Assignor's responsibility.

(CUSTOMER) WHOSE SIGNATURE APPEARS BELOW, ACKNOWLEDGES THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THIS DEFICIENCY WAIVER ADDENDUM ENTIRELY, AND AGREE TO ALL OF THE PROVISIONS HEREIN. I UNDERSTAND THAT I MAY OBTAIN GAP PROTECTION FROM AN ALTERNATE SOURCE. I UNDERSTAND I MAY CANCEL THIS ADDENDUM AT ANY POINT DURING THE ORIGINAL TERM OF THE INSTALLMENT SALES CONTRACT OR LEASE PRIOR TO TOTAL LOSS. I UNDERSTAND THAT A CANCELLATION REQUESTED WITHIN SIXTY (60) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND. I UNDERSTAND THAT A CANCELLATION REQUEST RECEIVED AFTER SIXTY (60) DAYS OF PURCHASE WILL BE REFUNDED PRO RATA, UNLESS OTHERWISE REQUIRED BY APPLICABLE STATE LAW.

[X] I WISH TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM. 12 DEC 2013 THE PURCHASE OF THE DEFICIENCY WAIVER ADDENDUM IS VOLUNTARY. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE ARE TO BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM AND THE PURCHASE OF THE ADDENDUM IS NOT REQUIRED TO OBTAIN CREDIT.

DATE: [REDACTED] CUSTOMER'S SIGNATURE: [REDACTED] DEALER'S SIGNATURE: [REDACTED]

Notice: Customer will remain responsible for amounts due under Installment Sales Contract/Lease and not included in the Unpaid Net Balance as defined herein. Refer to the additional information on the back of this Addendum for complete details.

Eligibility: Maximum Amount Financed: The lesser of \$25,000 or 150% of MSRP (new) / NADA Retail (used); Maximum Contract Term: 64 months; This Addendum must be purchased at the time of execution of the Installment Sales Contract/Lease.

DECLINATION OF DEFICIENCY WAIVER ADDENDUM

[] I DO NOT CHOOSE TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM. I UNDERSTAND THAT BY NOT ACCEPTING THIS DEFICIENCY WAIVER ADDENDUM, I AM NOT ENTITLED TO ANY OF THE BENEFITS IN THE EVENT OF A TOTAL LOSS OF THE VEHICLE. 12 DEC 2013

DATE: [REDACTED] CUSTOMER'S SIGNATURE: [REDACTED] DEALER'S SIGNATURE: [REDACTED]

GAP Coverage
PO Box 23879
San Diego, CA 92193-3879
1-888-768-0100

HERITAGE FORD - 1600 SHELburne ROAD
SOUTH BURLINGTON, VERMONT 05405
HERITAGE TOYOTA - 1620 SHELburne ROAD
SOUTH BURLINGTON, VERMONT 05405
www.heritage.com

AUTOSHINE INC. - 1800 SHELburne ROAD
SOUTH BURLINGTON, VERMONT 05405
WHITE RIVER TOYOTA - 902 SYkes AVE
SOUTH BURLINGTON, VERMONT 05401
www.whiterivertoyota.com

436967

AMOUNT PAID BY COMMENT
1,000.00 MC/VISA

TOTAL RECEIVED: \$1,000.00

TODD MEUNIER

DATE-TIME: 03DEC2016 13:05

CASHIER: CHAD

LOCATION: SALES

CASH DRAWER: SALES

9999177

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL
1	56	1	10050	1,000.00	
		1	11100	-1,000.00	9999177

CONTROL2

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

Name of Buyer(s) TODD MEUNIER	Date 12 DEC 2016
Trade-in or Cancellation of Lease Dealership allowance for trade-in: \$ <u>4500.00</u> Amount owed on trade-in or lease as of <u>12 DEC 2016</u> (date): \$ <u>4884.67</u>	-384.67
EQUITY <input type="checkbox"/> POSITIVE <input checked="" type="checkbox"/> NEGATIVE**	\$
**If the EQUITY is NEGATIVE, the amount the Dealer is offering you in trade for your vehicle is less than what is currently owed on your vehicle. You MAY be financing an amount in this transaction that exceeds the CASH PRICE of your new vehicle.	

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

CASH PRICE of vehicle (rebates, if any, have been deducted in determining the cash price.)	\$ 27767.00
AMOUNT FINANCED on motor vehicle retail installment contract	\$ 31801.89
The AMOUNT FINANCED on the motor vehicle retail installment contract as a percentage of the CASH PRICE of the vehicle	114 %
Buyer: <u>Todd Meunier</u>	Date: <u>12 DEC 2016</u>
Co-Buyer: _____	Date: <u>12 DEC 2016</u>
Name of Dealership: HERITAGE FORD Street Address: 1600 SHELBURNE ROAD City, State, Zip: S. BURLINGTON, VT 05403 Telephone No.: 8028658100	

White Copy - Retail Contract

Yellow Copy - Customer Copy

Pink Copy - Dealer Copy

