

2017-04171 (ID 144616)

From: webteam@uvm.edu on behalf of Beth McTear via The University of Vermont
<webmaster@uvm.edu>
Sent: Friday, June 23, 2017 5:46 PM
To: AGO - CAP
Subject: 2017-04171

Submitted on Friday, June 23, 2017 - 17:45

Complaint Number: 2017-04171

This update submitted by: Business (respondent) Your e-mail address:

Dorian_Gaddis@toyota.com

Complaint Status: Unresolved Consumer Full Name: Beth McTear Business Name: Toyota
Financial

Services Business Contact: Dorian Gaddis (310)468-3748 Response/update to complaint:
There will be

no fee waiver. A letter has been mailed to the customer and the Consumer Advisor.
Attach files to include in your complaint:

The results of this submission may be viewed at:
<https://www.uvm.edu/node/244671/submission/4827>

2017-04171 (ID 144976)

From: webteam@uvm.edu on behalf of Beth McTear via The University of Vermont
<webmaster@uvm.edu>
Sent: Tuesday, June 27, 2017 3:12 PM
To: AGO - CAP
Subject: 2017-04171

Submitted on Tuesday, June 27, 2017 - 15:11

Complaint Number: 2017-04171

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

Complaint Status: Unresolved Consumer Full Name: Beth McTear Business Name: Toyota
Financial
Services Business Contact: (800) 874-8822 Response/update to complaint:
No response from Toyota as yet on waiving the deposition fee owed for 350.00 because
I did not lease
another Toyota. It has been 14 days since they have been contacted by the Vermont
Attorney General's
Office.
Thanks
Beth McTear
Attach files to include in your complaint:

The results of this submission may be viewed at:
<https://www.uvm.edu/node/244671/submission/4853>



FINANCIAL SERVICES

19001 South Western Avenue, WF22
Torrance, CA 90501

2008-26-17 LA CA 300

ADDRESS
SERVICE
REQUESTED

Hastler
06/23/2017
FIRST-CLASS MAIL
AUTO
\$00.42



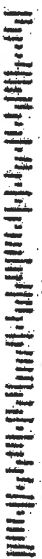
ZIP 90501
011D12602897

State of Vermont
Office of the Attorney General
Public Protection Division
109 State St.
Montpelier VT. 05609
Attn: Danielle Shaw

104

ECN-1MB

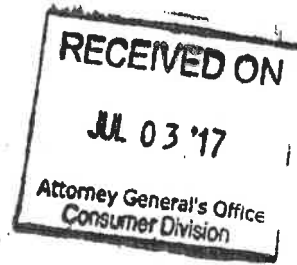
05609



June 23, 2017

Mrs. Beth McTear

1



Office of the President and
Chief Executive Officer
19001 South Western Avenue
Torrance, CA 90501
(800) 874-8822 ext. 39479

Re: Attorney General complaint: 2017-04171

Dear Mrs. McTear:

The Disposition Fee you are disputing helps cover the costs to dispose of or sell a vehicle at lease end. However if the lessee decides to purchase their vehicle at lease end the disposition fee is waived. Also, TFS customers who return to lease or finance their next eligible vehicle with TFS will have the disposition fee waived on their current lease.

The Disposition Fee is referenced on the first page of the Closed End Motor Vehicle Lease Agreement you signed. Please see the attached copy. By signing the contract, you acknowledged that you agreed to all of its terms and conditions inclusive of the Disposition Fee.

Please contact our Recovery Customer Service Department at (800)826-9467 to make arrangements for payment.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorian Gaddis".

Dorian Gaddis
Customer Service Manager
(310)468-4227

MOTOR VEHICLE CLOSED-END LEASE AGREEMENT



1. Parties

☒ Monthly-Pay Lease ☐ One-Pay Lease

Lease Date: 05/23/2014

LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS

 MICHAEL F MCTEAR
 BETH MCTEAR

LESSOR (DEALER) NAME AND ADDRESS

 BERLIN AUTOMOTIVE T1, LLC
 267 FISHER ROAD
 MONTPELIER, VT 05602

VEHICLE GARAGING ADDRESS

N/A

This is a Lease Agreement ("Lease") for the Vehicle described below. The words "you", "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we", "us" and "our" refer to the Lessor, and after assignment, to Toyota Lease Trust ("TLT") and any subsequent assignee. Toyota Motor Credit Corporation ("TMCC") will be servicing this Lease on behalf of TLT. By signing this Lease, you are leasing this Vehicle according to all of the terms of this Lease.

2. Description of Leased Vehicle

You are leasing from us, and have received in satisfactory condition, the following Vehicle:

Leased Vehicle

2014 Toyota Venza 4dr Wgn V6 AWD XLE

New, Used, or Demo

New

Vehicle Identification Number

4T3BK3BBXEU103531

Primary Use

Personal, Family or Household

Odometer Mileage

263

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7)

\$ 2,050.01

4. Payments

a. Monthly Payments (Monthly-Pay Lease)

Your first Monthly Payment of \$ 436.93 is due on 05/23/2014, followed by 35 payments of \$ 436.93 due on the 23rd of each month.

The total of your Monthly Payments is: \$ 15,729.48

b. Total Lease Payment (One-Pay Lease)

Your Total Lease Payment of \$ N/A is due on N/A

5. Other Charges (Not Part of Your Monthly Payment or Total Lease Payment)

Disposition fee (if you do not purchase the

Vehicle) \$ 350.00

Total \$ 350.00

6. Total of Payments (The amount you will have paid by the end of the Lease)

\$ 17,692.56

Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery

a. Capitalized Cost Reduction	\$ 1,613.08
b. First Monthly Payment	\$ 436.93
c. Total One-Pay Lease Payment	\$ N/A
d. Refundable Security Deposit	\$ 0.00
e. Title Fees	\$ N/A
f. Registration Fees	\$ N/A
g. License Fees	\$ N/A
h. Tax on Capitalized Cost Reduction	\$ N/A
i. Acquisition Fee	\$ N/A
j. N/A	\$ N/A
k. N/A	\$ N/A
l. N/A	\$ N/A
m. N/A	\$ N/A
n. Total	\$ 2,050.01

8. How the Amount Due at Lease Signing or Delivery Will Be Paid

a. Net Trade-in Allowance	\$ 0.00
b. Rebates and Noncash Credits	\$ 1,550.00
c. Amount to Be Paid in Cash	\$ 500.01

d. Total \$ 2,050.01

 Toyota Financial Services is a service mark used by
 Toyota Motor Credit Corporation and Toyota Lease Trust.

From: AGO CAP <ago.cap@vermont.gov>
Sent: Monday, June 12, 2017 2:06 PM
To: AGO - CAP
Subject: CAP Complaint
Attachments: Toyota.pdf

The following CAP complaint was submitted:

Your First Name	Beth
Your Last Name	McTear
Confirmation Number	WB17-00542
Your E-Mail Address	1
Your Daytime Phone	
Daytime Phone Type	Other
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Toyota Financial Services
Business Address	PO Box 490
Business City	Cedar Rapids
Business State	IA
Business Zip Code	52409-9490
Business Website/URL	toyotafinancial.com
Is your complaint about a vehicle you purchased?	No
Description	<p>A disposition fee of 350.00 because I did not go with another Toyota due 6/23/17. The lease was done 36 months ago. Not outlined to me at the time of paperwork signing.</p> <p>I have leased many cars and never have paid that fee before.</p>
Amount of loss:	350.00
How would you like this matter to be resolved?	I would like this fee removed. The car was below mileage.

Incident Date

6/23/2017 12:00:00 AM

061317 McTear (ID 143430)

From: McTear, Beth
Sent: Monday, June 12, 2017 1:54 PM
To: AGO - CAP
Subject: Question for CAP

I turned in my Toyota leased vehicle to another dealership to go with a Volvo leased vehicle. I got a bill in the mail from Toyota Financial Services telling me I owe 350.00 due by 6/23/17. When I called to see why I owed the money, I was told it is a Disposition Fee. I owe the money because I did not go with another Toyota vehicle. Maybe way back 36 months ago that might have been written in fine print on something I signed with all the other paperwork that goes with car paperwork.

I have leased many vehicles. I have never had a fee added on when I return the car. I was in touch with Toyota numerous times to have them look the car over with me present to make sure there was no damage. This was never addressed. I was way below mileage for the vehicle also.

Can I fight this and not have it affect my credit if I don't pay by 6/23/17. They wanted to take my payment today over the phone when I called.

What rights do I have?

Thanks so much.
Beth

Beth McTear | Administrative Services Coordinator
Vermont Agency of Transportation
One National Life Dr. Montpelier, VT 05633

vtrans.vermont.gov



P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490

ACCOUNT NUMBER: [REDACTED]

DESCRIPTION OF VEHICLE: 2014 TOYOTA
VENZA

VEHICLE IDENTIFICATION NUMBER: 4T3BK38BXEU103531

06/03/17

Please be sure this address appears in the return envelope:

MCTEAR, BETH

TOYOTA FINANCIAL SERVICES
P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490

Dear MCTEAR, BETH:

Thank you for your valued business, and for returning your leased vehicle to White River Toyota on 4/15/17. Your vehicle had excess mileage and/or wear as defined by your lease agreement or you have some unpaid lease charges, or both.

Unpaid Lease Payments:	\$	0.00
Unpaid Late Charges:	\$	0.00
Unpaid Miscellaneous Receivables:	\$	0.00
Excessive Wear and Use:	\$	0.00 T
EWU Protection Plan Coverage :	\$(0.00)
Excessive Mileage Charge:	\$	0.00 T
Disposition Fee:	\$	350.00

T means taxable.

Subtotal	\$	350.00
Sales Tax at 6.000 %	\$	0.00
Total Excessive Wear, Use, Mileage and Sales Tax:	\$	350.00
Other: N/A	\$	0.00
Amount Collected When Vehicle Returned:	\$(0.00)
Security Deposit / Reconditioning Reserve:	\$(0.00)
Total Amount Due by 6/23/2017	\$	350.00



Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC).
TMCC is the authorized attorney-in-fact and servicer for Toyota Lease Trust (TLT).



P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490

ACCOUNT NUMBER: [REDACTED]

DESCRIPTION OF VEHICLE: 2014 TOYOTA
VENZA

VEHICLE IDENTIFICATION NUMBER: 4T3BK3BBXEU103531

To access a copy of the excess wear and use detailed inspection report online, please visit www.AutoVINLive.com. You will need the Vehicle Identification Number (VIN) and your lease account number (no dashes).

Please pay the **Total Amount Due** by (a) sending your check with account number to the address shown above or (b) contacting us at our toll free number to pay by phone. If you pay by check, please write your account number on the check and allow 7 to 10 days to allow payments to post to your account.

Note that this communication is an attempt by Toyota Financial Services to collect a debt and any information obtained will be used for the purpose of collecting the debt.

Sincerely,

Toyota Financial Services
(800) 874-8822
8am-5pm, Monday to Friday

2014



We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC).
TMCC is the authorized attorney-in-fact and servicer for Toyota Lease Trust (TLT).

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, June 14, 2017 5:55 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Eric
Your Last Name	Plante
Confirmation Number	WB17-00558
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Poulin Auto Sales-Barre
Business Phone (1)	802-768-9006
Phone (1) Type	Office
Business E-Mail Address	CBeard@poulinvt.com
Business Address	473 E. Barre Rd.
Business City	Barre
Business State	VT
Business Zip Code	05641
Business Website/URL	Poulinautosales.com
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2013
What is the make and model of your vehicle?	Jeep Wrangler Unlimited
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	not sure

Inspection sticker number, date and color:	Not sure
When was the vehicle purchased?	5/24/17
What was the purchase price?	22,500
Vehicle mileage at time of purchase:	98,021
Current mileage on the vehicle:	98,196
Did you receive a Buyer's Guide document with the vehicle?	No
Which of the following apply to the vehicle?	Service Contract (purchased warranty)
Description	Dealership will not fix major issues discovered within 2 days of purchase, and extended warranty will not cover any pre existing conditions. Warranty was purchased through the dealership stating the dealership needs to be the one to fix issues. Dealership past the needed repairs along to another dealer but will not pay for the repairs.
Amount of loss:	Estimated \$5000
How would you like this matter to be resolved?	I would like poulin auto to pay for the repairs to the jeep that they sold me, which was faulty when i made the purchase
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)	Purchase/sales contract Warranty documentation Finance contract Repair Orders
Incident Date	5/26/2017 12:00:00 AM

RE: Fwd: jeep Wrangler Unlimited

charay to youshow detailsshow image slideshow

I did mention this to Stephanie who is covering right now, I did mention to her that she is looking into getting the service records so that she can email them to you. I am sorry for the delay but you will hear from her or I tomorrow. Thursday I will be out for a bit in the afternoon so I will make sure one of us gets back to you.....:)

Charay Beard,

Sales Professional

Facebook

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

Subject: Fwd: jeep Wrangler Unlimited

From: {

Date: Wed, May 31, 2017 11:19 am

To: charay@poulinvt.com

Charay here is the email

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

From: grandpxep <grandpxep@aol.com>

To: travis <travis@poulinvt.com>

Sent: Mon, May 29, 2017 10:37 am

Subject: jeep Wrangler Unlimited

Hi travis

You must of been very busy to not call me back two days ago after charay said you would call me back that day. I took my jeep to work that fri and first time I hit 50 mph with bumps on the Vermont roads. The front wheels and steering wheel wobble crazy. Pull over look under jeep. Didn't see anything drove the rest of the way slow to work. Next day had mechanic look over things. We found out that the lift kit that's on it is missing parts that must be the people that had it first didn't know there mechanic didn't add them on. So that not your mechanic fault. I called the lift kit place they help me find all the missing parts. I have ordered the \$300 parts to fix the rear end that is missing. Can you clear some things up for me? I called extended service place and they say it takes 30 days before they get my service contract. So how do I go about getting to use the service plan now? I'm bring my jeep to willie racine because I need the front alignment done and they are going to check out the Adjustable front track bar and stabilizer bar and Control arm bushings see if they are bad. Because I found out that it's called Death Wobble (You should check it out on youtube.) also check steering stabilizer and make sure the caster as not changed. So If this

plan is not going to cover this and it's going to take 30 days to come activate then I want to get back that \$ 2,700 for the service plan and give jeep three hundred more dollars, I will be cover for everything. I mean everything Plus this fine print stuff says pre-existing conditions are not covered. So what we going to do get this fix this? Because this is going to be a long 48 month, 48,000 mile contact.

As a family member, you will be treated as such. Your needs and concerns are our needs and concerns.

Thanks Eric

Hello Eric,

Thank you for giving us the opportunity to service your Jeep, below is my contact information. I will have your vehicle towed after I receive your email saying it is ok to pick up from Willie Racine's.

Regards,

Mike Culligan

Service Manager
473 E. Barre Rd
Barre, VT 05641
Ph 802-479-8961 ext 1104

RE: POULIN CONTACT
Mike Culligan to youshow details
Eric,

I just wanted to update you and let you know we have your jeep and will be looking at Monday am. Have a great weekend.

Regards,

Mike

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

From:
Sent: Friday, June 2, 2017 2:50 PM
To: mike@poulinvt.com
Subject: Re: POULIN CONTACT

I have paid already!!!

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

From: Mike Culligan <mike@poulinvt.com>
To: grandpxep <grandpxep@gmail.com>
Sent: Fri, Jun 2, 2017 12:51 pm
Subject: RE: POULIN CONTACT

Is there any charge to pick up?

Mike

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

From:
Sent: Friday, June 2, 2017 12:33 PM
To: mike@poulinvt.com
Subject: Re: POULIN CONTACT

Mike

just got off the phone service will have the keys inside. Jeep is all set to pick-up.

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

From: Mike Culligan <mike@poulinvt.com>
To: grandpxep <grandpxep@gmail.com>
Sent: Fri, Jun 2, 2017 12:28 pm
Subject: POULIN CONTACT

Re: JEEP

grandpxep to mikeshow details

willies was turning it back to stock by replacing front springs, said it had new back spring already(no need to replace) new front and rear shocks, new front and rear sway bar link they said the rear sway bar is damaged new front tie rods inner and outer and a new steering damper, then alignment

Left front and right rear seal axle needs replacing

Had leak in radiator and didn't have the right coolant in it

rear brake pads need replacing

I just wanted to make sure you will not be taking out the 1.25" lifted body spacer? I will add a lift with all the right parts in a kit after the death wobble gets fixed. the spacer add nice little extra lift.

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

From: Mike Culligan <mike@poulinvt.com>

To: grandpxep <

Sent: Mon, Jun 5, 2017 9:22 am

Subject: JEEP

Dear Eric,

We have your Jeep in and see some issues, do you have the inspection sheet and findings from jeep you could email me or fax to 802-476-6871 please?

Thank you,

Mike Culligan

Service Manager

473 E. Barre Rd

Barre, VT 05641

Ph 802-479-8961 ext 1104

061617 Plante (ID 143865)

From:
Sent: Thursday, June 15, 2017 5:18 PM
To: AGO - CAP
Subject: Reference # WB17-00558
Attachments: jeep1.docx; jeep emails.pdf

hello

Letter telling about the time lines and emails attached also.

Thanks Eric Plante

5-24-17 Went to Poulin sales in Barre Vermont Pick-up my Jeep. Sign papers for Sale of jeep and extended warranty. My daughter and I check lights & Brake lights before we left. Right Front Fog Light out. (Not a big deal I would change the bulb.) We all drove home. Jeep stayed in garage until 5-26-17

5-26-17 drove my daughter and wife to school then drove my wife and me to work in Stowe, Vermont. While heading to work 45mph-50mph on route 100 bumpy road, front end and steering wheel started shaking would not stop until I came to stop. Pull over look under jeep did not see anything drove slow to work.

That evening called Poulin talk with Charay she would pass the message along to Travis and he would call me back.

5-29-17 I sent email to Travis (see attached)

5-31-17 Called and talk to Charay told me that Travis no longer works there. I sent email to Charay (see Attached) what I emailed to Travis. Charay sent email back to me that she was passing it along to Stephanie (See attached).

6-01-17 I drove the jeep down to willies Racine to get checked out what was going on. Wobble in the jeep happen 5 times going down to Burlington back road.

6-02-17 Called and talk to Stephanie and she pass the call to mike (Service manager) I talk to mike he told me give him a chance and try and fix the jeep. So I told him I would call willies and tell them that you would send a tow truck and bring it back to Poulin in barre. I called back willies told them that Poulin was coming with tow truck and bring back to them.

I received email from mike (see attached)

6-05-17 Mike emailed me (see attached) I wrote him back (see attached)

6-12-17 I called Poulin, talk to mike to see what was going on with jeep would like to see if I can get it back by 16th. He told me he sent his findings to Stephanie.

So I called Stephanie, the Owner of Poulin got on the phone with me ask to tell him the story I did and I tried and get him to pay to have willies fix what they said that they would fix and he said you bought a used jeep you going to have some problems and I told him that the warranty would not cover anything because Poulin had to fix it because preexisting problem. I tried to get him to pay for my first month payment because I have not had my jeep to drive. The only thing he would do give me \$1,000 and I would have to come down and sign a paper for it. I told him that it would not cover what willies had to do. He would have a tow truck bring it back to Willes Racine.

6-13-17 I Called Poulin and talked to missy to make sure that the jeep was on the way to willies and that I wanted to cancel warranty because Poulin was not going to fix my jeep the contract says that they have to work on the jeep because I bought warranty from them. I didn't want them to work on it after all this mess.

ADDITIONAL INFORMATION - IF APPLICABLE

THIS IS THE WARRANTY REFUND FOR ERIC PLANTE ON THE 13 WRANGLER
PLEASE FEEL FREE TO CALL WITH ANY QUESTIONS OR CONCERNS
PLEASE APPLY TO HIS ACCOUNT
THANKS
SHELLEY

CHECK	VENDOR	VENDOR NAME				CHECK DATE
442949	V4930	HERITAGE FAMILY CREDIT UNION				7/18/2017
ACCOUNT	CONTROL #	REFERENCE #	AMOUNT	INVOICE #	DESCRIPTION	
1055	V4930	442949	2213.00CR		HERITAGE FAMILY CREDIT UNION	
2002	625046	625046	2213.00		WARRANTY REFUND/EPLANTE	

(C) 2003 AFKONA, Inc. - Dealership Application Group (800)846-1028

19201 B_MC_A2

POULIN AUTO SALES, INC
 473 E Barre Rd
 1795 SHELburne RD SOUTH BURLINGTON, VT
 Barre, VT 05641



Poulin Auto Sales, INC
 473 East Barre Road
 Barre, Vermont 05641
 Phone: (802) 476-8159
 Fax: (802) 476-6871

COMMUNITY NATIONAL BANK/CNB2
 316 NORTH MAIN ST
 BARRE, VT 05641
 58-102/116

DATE	CHECK
7/18/2017	442949

AMOUNT
\$ 2,213.00

Pay Two Thousand, Two Hundred Thirteen Dollars and no/Cents

TO
 THE
 ORDER
 OF
HERITAGE FAMILY CREDIT UNION
30 ALLEN STREET
RUTLAND, VT 05701

*** Accounting Copy ***
NON-NEGOTIABLE

Issued By: Shelley Boucher
Issue Date: 7/18/17



Century Products

Address all correspondence to:

Administrator:

Address all correspondence to:

Century Automotive Service Corporation

P.O. Box 3809

Albuquerque, NM 87190-3809

CONTRACT AND CANCELLATION INFORMATION

Name of Customer ERIC PLANTE

Name of non-customer making request (if appropriate) _____

Year and Make of Vehicle 2013 Jeep Wrangler Unlimited VIN 1C4HJWEG6DL625046Cancellation Date Requested 6-15-17 Date of this Request 6-15-17Odometer Reading at Requested Cancellation Date 98196 Is there a Lien Holder? ☒ Yes ☐ NoIf yes, Name of Lien Holder Heritage Family Credit UnionName of Dealership That Sold the Agreement Poulin Auto Sales-Barre

CUSTOMER CANCELLATION REQUEST

A Customer may terminate (cancel) a Service Contract for any reason by providing the Selling Dealer with the Customer's copy of the contract and a written notice of the customer's desire to terminate the contract. This form provides the required written notice. If there is a lien on the vehicle, the refund check will be made payable to the customer and the lien holder. A Cancellation fee will be charged to the Customer as stated in the Service Contract.

Reason for Cancellation (Please Check Appropriate Box):

☐ Traded or Sold Vehicle☒ Total loss of vehicle due to accident or theft☐ Other reason

Customer's Signature

Eric A. PlanteDate 6-15-17

NON-CUSTOMER CANCELLATION REQUEST

Explain reason for request _____

PAYEE INFORMATION

Payee on any refund _____

Non-customer signature _____

Date _____

Submit this form to the Contract Administrator named above

01-09

CS-CSP RTC

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number 223 Contract Number N/A

Buyer Name and Address (Including County and Zip Code) <u>ERIC A PLANTE</u>	Co-Buyer Name and Address (Including County and Zip Code) <u>SUZANNE A PLANTE</u>	Seller-Creditor (Name and Address) <u>POULIN AUTO SALES, INC</u> <u>473 E Barre Rd</u> <u>Barre, VT 05641</u>
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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 <u>USED</u>	Year <u>2013</u>	Make and Model <u>JEEP WRANGLER</u>	Vehicle Identification Number <u>1C4HJWEG6DL625046</u>	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/>
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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
<u>4.95 %</u>	<u>\$ 2,373.41</u>	<u>\$ 21,666.56</u>	<u>\$ 24,040.00</u>	<u>\$ 5,043.18</u> is

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>77</u>	<u>320.00</u>	Monthly beginning <u>06/23/17</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Or As Follows:

N/A

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

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

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

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

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price	\$ <u>22,500.00</u> (1)
2 Total Downpayment =	
Trade-In (Year) (Make) (Model)	
<u>2010 JEEP LIBERTY</u>	
Gross Trade-In Allowance	\$ <u>7,420.00</u>
Less Pay Off Made By Seller	\$ <u>3,876.82</u>
Equals Net Trade In	\$ <u>3,543.18</u>
+ Cash	\$ <u>1,500.00</u>
+ Other	\$ <u>N/A</u>
(If total downpayment is negative, enter "0" and see 4) below)	\$ <u>5,043.18</u> (2)
	\$ <u>17,456.82</u> (3)
3 Unpaid Balance of Cash Price (1 minus 2)	
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	
Life \$ <u>N/A</u>	
Disability \$ <u>N/A</u>	
B Vendor's Single Interest Insurance	
Paid to Insurance Company \$ <u>N/A</u>	
C Other Optional Insurance Paid to Insurance Company or Companies	
\$ <u>N/A</u>	

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 \$

Credit Disability \$

Insurance Company Name

Home Office Address

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

Other Optional Insurance

<input type="checkbox"/>	Type of Insurance	Term
Premium \$		
Insurance Company Name		
Home Office Address		
<input type="checkbox"/>	Type of Insurance	Term
Premium \$		
Insurance Company Name		
Home Office Address		

E Official Fees Paid to Government Agencies

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

F Government Taxes Not Included in Cash Price

to	VT DMV	for	SALES TAX	\$	934.74
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A

G Government License and/or Registration Fees

\$	35.00
----	-------

H Government Certificate of Title Fees

\$	35.00
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I Other Charges (Seller must identify who is paid and describe purpose)

to	POB CITIZENS	for	Prior Credit or Lease Balance	\$	N/A
to	POULIN AUTO SALES, INC.	for	DOC FEE	\$	499.00
to	CENTURY SERVICE	for	SERVICE CONTRACT	\$	2,705.00
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A
to	N/A	for	N/A	\$	N/A

Total Other Charges and Amounts Paid to Others on Your Behalf

\$ 4,209.74 (4)

5 Amount Financed (3 + 4)

\$ 21,666.56 (5)

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.

X	N/A	Date
Buyer Signature		

X	N/A	Date
Co-Buyer Signature		

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 _____ Mos.

Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

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

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

NO COOLING OFF PERIOD

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

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

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

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

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

Buyer Signs X	E. A. Plute	Date	05/24/17	Co-Buyer Signs X	J. M. Plute	Date	05/24/17
---------------	-------------	------	----------	------------------	-------------	------	----------

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

Other owner signs here X	N/A	Address	N/A
Seller signs	POULIN AUTO SALES, INC.	Date	05/24/17
		By X	N/A
		Title	N/A

Seller assigns its interest in this contract to	Heritage Family Credit Union	(Assignee) under the terms of Seller's agreement(s) with Assignee.
---	------------------------------	--

<input type="checkbox"/> Assigned with recourse	<input type="checkbox"/> Assigned without recourse	<input type="checkbox"/> Assigned with limited recourse
---	--	---

Seller	POULIN AUTO SALES, INC.	By	[Signature]	Title	FAI Manager
--------	-------------------------	----	-------------	-------	-------------

Advisor, Cap

From: AGO - CAP
Sent: Monday, August 07, 2017 10:00 AM
To:
Subject: FW: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288
Attachments: 080117 Plante b (ID 146991).pdf; RE{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID 146992).txt

Re: 2017-04288

Dear Eric Plante,

Please note – our office forwarded recent correspondence from the business to you at the email address we have on file for you. Please see the message below.

Thank you.

Sincerely,

Cameron Randlett
Consumer Advisor

From: AGO - CAP
Sent: Monday, August 07, 2017 7:38 AM
To: '
Subject: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288

Re: 2017-04288

Dear Eric Plante,

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

Thank you.

Sincerely,

Cameron Randlett
Consumer Advisor

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

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

Email: ago.cap@vermont.gov

RE{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID 146992)
From: carlos@poulinvt.com
Sent: Tuesday, August 01, 2017 1:43 PM
To: AGO - CAP
Subject: RE: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288
Attachments: ericlaplante.pdf

there is a paper trail showing that we refunded Heritage Family federal credit union for the cancellation of Mr. Plante's extended service contract that he no longer wished to have, because the lien holder fronted the money for the warranty, the check had to be made out to them

I hope this clears any misunderstanding

thank you
Carlos Reyes
Sales & Finance Director
Poulin Auto Sales
carlos@poulinvt.com

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

Subject: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288
From: "AGO - CAP" <AGO.CAP@vermont.gov>
Date: 8/1/17 10:34 am
To: "carlos@poulinvt.com" <carlos@poulinvt.com>
Re: 2017-04288

Dear Sir/Madam:

We received the attached consumer complaint with respect to a transaction with your business. Although at this point our office has made no determination as to the validity of the complaint, we do ask that you contact the consumer directly within 7 days so that you and the consumer can resolve this matter without further involvement of this office.

We also ask that you notify this office, indicating the steps you have taken to resolve the complaint. Please respond using the Online Response Form located on our website, www.uvm.edu/consumer. Please include the above complaint number in your response.

We have also requested the consumer to update us regarding the complaint status after 14 days. The consumer's response, the attached complaint, and your response will remain on file in this office for six years.

Complaint files are public records and, as such, are open to the public for inspection. Information about complaints, including the number of complaints recorded in the last six years and their status, is provided to consumers who inquire about your business. Complaint information is also used to determine when investigations should be initiated.

We thank you for giving this matter your immediate attention.

RE{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID 146992)
Sincerely,

Cameron Randlett
Consumer Advisor

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

Phone: (800) 649-2424, (802) 656-3183
Website: www.uvm.edu/consumer
Email: ago.cap@vermont.gov

Re{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID 147503)
From: Suzanne
Sent: Monday, August 07, 2017, 3:34 PM
To: AGO - CAP
Subject: Re: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288

Dear Cameron

In response to the below email referencing the return of our funds by Poulin Auto:
the email from Carlos
was correct that they did refund \$2213.00 HOWEVER, what they didn't mention was that
we paid them
\$2705 for the warranty thus they still owe \$492, as per the contract (you have a
copy of this contract)
Not sure why they didn't refund that amount in the first place. Also as I'm sure you
know, by looking at
the file on our claim, Poulin still owes us the repair costs as they are liable for
having sold us a defective
vehicle, that frankly could have killed us. This is a substantial amount of money
that we had to pay
because Poulin refused to fix their mistake. I'm hoping you have all the past emails
with all the
supporting documents. If you need anything further please do not hesitate to call or
email. Thank you.

Suzanne & Eric Plante ??

On Aug 7, 2017, at 7:37 AM, AGO - CAP <AGO.CAP@vermont.gov> wrote:
Re: 2017-04288

Dear Eric Plante,

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

Thank you.

Sincerely,

Cameron Randlett
Consumer Advisor

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

Phone: (800) 649-2424, (802) 656-3183
Website: www.uvm.edu/consumer
Email: ago.cap@vermont.gov

<080117 Plante b (ID 146991).pdf>
<RE{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID
146992).txt>

Re{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID 148218)
From: Suzanne
Sent: Tuesday, August 22, 2017 1:17 PM
To: AGO - CAP
Cc:
Subject: Re: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288

Hello. We were instructed by you to contact you in 10 days to update the status of our situation. There is nothing to report. Poulin auto has not responded to anything you have submitted. Do they get to just ignore your emails? wondering what the next move might be? Thank you for your help.

Suzanne and Eric Plante ??

On Aug 9, 2017, at 11:00 AM, AGO - CAP <AGO.CAP@vermont.gov> wrote:
Re: 2017-04288

Dear Eric and Suzanne Plante,

Thank you for your recent correspondence. We have sent a copy to the business named in your complaint. Please wait 10 business days, then send our office a written update as to the status of your complaint.

You may respond using the Online Response Form located on our website: www.uvm.edu/consumer or by submitting a written response through email to ago.cap@vermont.gov, or mail to 109 State Street, Montpelier, Vermont 05609-1001. Please reference your complaint number in your response.

Thank you.

Sincerely,

Cameron Randlett
Consumer Advisor

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

Phone: (800) 649-2424, (802) 656-3183
Website: www.uvm.edu/consumer
Email: ago.cap@vermont.gov

RE{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID 148729)
From: AGO - CAP
Sent: Tuesday, August 29, 2017 11:32 AM
To: 'Suzanne'
Subject: RE: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288

Hi Suzanne and Eric,

Thank you for providing our office with an update and for being such responsive consumers in general. We are looking at potential next steps and should have more information for you within the next week but I wanted to let you know that we had received your most recent update.

If you have more questions in the meantime, please don't hesitate to reach out to our office by phone or e-mail.

Best,

Danielle Shaw
Consumer Advisor

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

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

From: Suzanne [mailto:~~ago.cap@vermont.gov~~]
Sent: Tuesday, August 22, 2017 1:17 PM
To: AGO - CAP <AGO.CAP@vermont.gov>
Cc: grandpxep@aol.com
Subject: Re: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288

Hello. We were instructed by you to contact you in 10 days to update the status of our situation. There is nothing to report. Poulin auto has not responded to anything you have submitted. Do they get to just ignore your emails? Wondering what the next move might be? Thank you for your help.

Suzanne and Eric Plante ??

On Aug 9, 2017, at 11:00 AM, AGO - CAP <AGO.CAP@vermont.gov> wrote:
Re: 2017-04288

Dear Eric and Suzanne Plante,

Thank you for your recent correspondence. We have sent a copy to the business named in your complaint. Please wait 10 business days, then send our office a written update as to the status of your complaint.

You may respond using the Online Response Form located on our website: www.uvm.edu/consumer or by submitting a written response through email to ago.cap@vermont.gov, or mail to 109 State Street, Montpelier, Vermont 05609-1001. Please reference your complaint number in your response.

Thank you.

Sincerely,

RE{3} Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288 (ID 148729)

Cameron Randlett
Consumer Advisor

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

Phone: (800) 649-2424, (802) 656-3183
website: www.uvm.edu/consumer
Email: ago.cap@vermont.gov

Advisor, Cap

From: Suzanne
Sent: Monday, September 11, 2017 7:13 AM
To: AGO - CAP
Cc: grandpxep@aol.com
Subject: Re: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288

Hello
We are at the 13 day mark since our last contact- your email of 8/29/17. Understandably with the Labor Day weekend things got backed up and thus no reply back from you yet. We are coming up to the 3 month mark (June 16th) on this unresolved matter. We are anxious to get this resolved. Yet another issue with the jeep has surfaced, an issue that WOULD HAVE been covered by the now nonexistent warranty. Our out of pocket expenses are souring to unmanageable heights, cost Poulin is responsible for causing us to incur.
We Would like to hear your thoughts as soon as possible. Thank you for your time.
Suzanne & Eric Plante ☺

On Aug 29, 2017, at 11:31 AM, AGO - CAP <AGO.CAP@vermont.gov> wrote:

Hi Suzanne and Eric,

Thank you for providing our office with an update and for being such responsive consumers in general. We are looking at potential next steps and should have more information for you within the next week but I wanted to let you know that we had received your most recent update.

If you have more questions in the meantime, please don't hesitate to reach out to our office by phone or e-mail.

Best,

Danielle Shaw
Consumer Advisor

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

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

From: Suzanne [<mailto:>]
Sent: Tuesday, August 22, 2017 1:17 PM
To: AGO - CAP <AGO.CAP@vermont.gov>
Cc: g
Subject: Re: Plante, Eric (Poulin Auto Sales) CAP VT Complaint #2017-04288

Hello. We were instructed by you to contact you in 10 days to update the status of our situation. There is nothing to report. Poulin auto has not responded to anything you have submitted. Do they get to just ignore your emails? Wondering what the next move might be? Thank you for your help.

Suzanne and Eric Plante ☺

On Aug 9, 2017, at 11:00 AM, AGO - CAP <AGO.CAP@vermont.gov> wrote:

Re: 2017-04288

Dear Eric and Suzanne Plante,

Thank you for your recent correspondence. We have sent a copy to the business named in your complaint. Please wait 10 business days, then send our office a written update as to the status of your complaint.

You may respond using the Online Response Form located on our website: www.uvm.edu/consumer or by submitting a written response through email to ago.cap@vermont.gov, or mail to 109 State Street, Montpelier, Vermont 05609-1001. Please reference your complaint number in your response.

Thank you.

Sincerely,

Cameron Randlett
Consumer Advisor

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

Phone: (800) 649-2424, (802) 656-3183
Website: www.uvm.edu/consumer
Email: ago.cap@vermont.gov

RE{3} VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 144973)
From: AGO - CAP
Sent: Tuesday, June 27, 2017 3:45 PM
To:
Subject: RE: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Hello Eric,

Thank you so much for letting us know that Travis is no longer with the company. We've contacted the business and now have an updated e-mail address to use, so we will be sending your complaint in its entirety to Poulin Auto again.

If you don't hear from Poulin Auto or our office within 10 business days, please provide us with a written update using any of the options provided in our last e-mail.

Again, thank you for letting us know that our contact information for the business is outdated. We had attempted to send other correspondence to the business recently and will now be able to send those again as well.

Best,


Danielle

Danielle Shaw
Consumer Advisor

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

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

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

From: 
Sent: Tuesday, June 27, 2017 3:34 PM
To: AGO - CAP
Subject: Re: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Danielle,

Reference Number WB17-00558

thank you for the update on the case involving Poulin Auto. We have discovered that Travis From Poulin Auto (the email address to which you sent the complaint.) is no longer with the company.

Several attempts by us to secure the sales manager or owner's email address have been unsuccessful.

An email that my wife Suzanne has had luck in getting a reply from is the Parts and Service manager, is

Mike. He has been the only person to respond to any emails that my wife had sent - prior to our

contacting your office. We also have the Assistant sales managers email address - Charay Beard, her

email is CBEARD@POULINVT.COM ,. she was the actual sales person we saw when we bought the jeep.

In addition we also have an email for missy, the office assistant, her email is Missy@poulinvt.com. We

RE{3} VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 144973)
don't want poulin auto to try to say they didn't get the email from you as as
attempt to avoid making
any action. We will leave the emails with you to do with what you deem appropriate.
thank you for your
help.

Eric Plante

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

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

To: grandpx

Sent: Tue, Jun 27, 2017 11:43 am

Subject: RE: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re: 2017-04288

Dear Eric Plante,

Below is a copy of the letter we have sent to the business concerning your
complaint. Please wait 10
business days, then send our office a written update as to the status of your
complaint.

You may respond using the Online Response Form located on our
web-site: uvm.edu/consumer or by
submitting a written response through e-mail to ago.cap@vermont.gov or mail to 109
State Street,
Montpelier, Vermont 05606-1001. Please reference your complaint number in your
response.

Thank you,

Danielle Shaw

Consumer Advisor

Vermont Attorney General's Office

Consumer Assistance Program

109 State Street

Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov

Phone: 1-800-649-2424 / 802-656-3183

From: AGO - CAP

Sent: Tuesday, June 27, 2017 11:41 AM

To: 'travis@poulinvt.com'

Subject: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re: 2017-04288

Dear Sir/Madam:

Our records show that you have not responded to the above-noted complaint.
Please notify us immediately of the steps you have taken to resolve this matter. If
you do not respond,
we will assume you agree with the facts the complainant has presented to us.

Sincerely,

Danielle Shaw

Consumer Advisor

Vermont Attorney General's Office

Consumer Assistance Program

109 State Street

Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov

Phone: 1-800-649-2424 / 802-656-3183

Re{3} VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 144974)

From:
Sent: Tuesday, June 27, 2017 3:34 PM
To: AGO - CAP
Subject: Re: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Danielle,

Reference Number WB17-00558

thank you for the update on the case involving Poulin Auto. We have discovered that Travis From Poulin Auto (the email address to which you sent the complaint.) is no longer with the company.

Several attempts by us to secure the sales manager or owner's email address have been unsuccessful.

An email that my wife Suzanne has had luck in getting a reply from is the Parts and Service manager, is

Mike. He has been the only person to respond to any emails that my wife had sent - prior to our

contacting your office. We also have the Assistant sales managers email address - Charay Beard, her

email is CBEARD@POULINVT.COM ,. she was the actual sales person we saw when we bought the jeep.

In addition we also have an email for missy, the office assistant, her email is Missy@poulinvt.com. We

don't want poulin auto to try to say they didn't get the email from you as as attempt to avoid making

any action. We will leave the emails with you to do with what you deem appropriate. thank you for your

help.

Eric Plante

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

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

To: grandpxep :

Sent: Tue, Jun 27, 2017 11:43 am

Subject: RE: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re: 2017-04288

Dear Eric Plante,

Below is a copy of the letter we have sent to the business concerning your complaint. Please wait 10

business days, then send our office a written update as to the status of your complaint.

You may respond using the Online Response Form located on our

web-site: uvm.edu/consumer or by

submitting a written response through e-mail to ago.cap@vermont.gov or mail to 109 State Street,

Montpelier, Vermont 05606-1001. Please reference your complaint number in your response.

Thank you,

Danielle Shaw

Consumer Advisor

Vermont Attorney General's Office

Consumer Assistance Program

109 State Street

Montpelier, VT 05609-1001

Email: ago.cap@vermont.gov

Phone: 1-800-649-2424 / 802-656-3183

From: AGO - CAP

Sent: Tuesday, June 27, 2017 11:41 AM

Re{3} VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 144974)
To: 'travis@poulinvt.com'
Subject: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re: 2017-04288

Dear Sir/Madam:

Our records show that you have not responded to the above-noted complaint. Please notify us immediately of the steps you have taken to resolve this matter. If you do not respond, we will assume you agree with the facts the complainant has presented to us.

Sincerely,
Danielle Shaw
Consumer Advisor

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

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

Re{3} VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 146715)

From:
Sent: Tuesday, July 25, 2017 4:36 PM
To: AGO - CAP
Subject: Re: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

We are once again at the 14 day mark of not hearing anything from Poulin Auto in response to your latest attempt at reaching out to them. As instructed we are contacting you to let you know of their non-response to that contact. We will, as always, let you know if any change takes place or if Poulin contacts us. Thank you again for your help with this we really appreciate everything you have done on our behalf.

Thanks Eric Plante

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: grandpxep <
Sent: Tue, Jul 11, 2017 11:27 AM
Subject: FW: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re: 2017-04288

Dear Eric Plante,

Below is a copy of the letter we have sent to the business concerning your complaint. Please wait 10 business days, then send our office a written update as to the status of your complaint.

You may respond using the Online Response Form located on our web-site: uvm.edu/consumer or by submitting a written response through e-mail to ago.cap@vermont.gov or mail to 109 State Street, Montpelier, Vermont 05606-1001. Please reference your complaint number in your response.

Thank you,

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

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

From: AGO - CAP
Sent: Tuesday, July 11, 2017 11:23 AM
To: 'shelley@poulinvt.com'
Subject: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re: 2017-04288

Re{3} VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 146715)

Dear Sir/Madam:

Our records show that you have not responded to the above-noted complaint. Please notify us immediately of the steps you have taken to resolve this matter. If you do not respond, we will assume you agree with the facts the complainant has presented to us. Sincerely,

Danielle Shaw
Consumer Advisor

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

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

Ref: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 147316)
From: {
Sent: Monday, August 07, 2017 8:54 AM
To: AGO - CAP
Subject: Re: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Hi Danielle

I called and talked to you on July 31st. Just to check-in because I have not heard anything for the last three weeks. The last email I received was July 11th. I had thought someone was going to call the next day Tuesday Aug 2. I never received a call. I'll wait to hear what the next steps are.
Thanks Eric

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: grandpxep
Sent: Tue, Jul 11, 2017 11:27 am
Subject: FW: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re: 2017-04288

Dear Eric Plante,

Below is a copy of the letter we have sent to the business concerning your complaint. Please wait 10 business days, then send our office a written update as to the status of your complaint.

You may respond using the Online Response Form located on our web-site: uvm.edu/consumer or by submitting a written response through e-mail to ago.cap@vermont.gov or mail to 109 State Street, Montpelier, Vermont 05606-1001. Please reference your complaint number in your response.

Thank you,

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

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

From: AGO - CAP
Sent: Tuesday, July 11, 2017 11:23 AM
To: 'shelley@poulinvt.com'
Subject: VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP

Re{3} VT AGO 2017-04288 Plante, Eric (Poulin Auto) CAP (ID 147316)

Re: 2017-04288

Dear Sir/Madam:

Our records show that you have not responded to the above-noted complaint.

Please notify us immediately of the steps you have taken to resolve this matter. If you do not respond,

we will assume you agree with the facts the complainant has presented to us.

Sincerely,

Danielle Shaw
Consumer Advisor

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

Email: ago.cap@vermont.gov

Phone: 1-800-649-2424 / 802-656-3183

Reference # Wb17-00558 (ID 144176)

From: [REDACTED]
Sent: Monday, June 19, 2017 2:32 PM
To: AGO - CAP
Subject: Reference # Wb17-00558
Attachments: Cancelled Contract.pdf; Finance Contract.pdf; We Owe.pdf; Service contract.pdf

Hello

Additional Paper Work Attached.

Thanks Eric

REFERENCE # WB17-00558 (ID 146535)

From: Suzanne
Sent: Friday, July 21, 2017 7:04 PM
To: AGO - CAP
Subject: REFERENCE # WB17-00558

We are once again at the 10 day mark of not hearing anything from Poulin Auto in response to your latest attempt at reaching out to them. As instructed we are contacting you to let you know of their non-response to that contact. We will, as always, let you know if any change takes place or if Poulin contacts us. Thank you again for your help with this we really appreciate everything you have done on our behalf.

Suzanne Mason Plante ??

Reference #WB17-00558 (ID 144537)

From:
Sent: Friday, June 23, 2017 9:26 AM
To: AGO - CAP
Subject: Reference #WB17-00558
Attachments: willie quote.pdf

hello

so I received my jeep wednesday 21st from willies raciness I paid \$2,752.12 to fix suspension.

They also gave me quote (see attached) to fix the other items the parts are \$2284.35 plus tax \$159.90 = \$2444.25

The labor is written in pen 6hrs to return to stock suspension Plus \$99.95 Front alignment, 1.2hrs rear axle seal, 3.5hrs front axle seal, 2.5hrs replace for radiator

Total labor hours 13.2 @ \$94= \$1,240.80 plus alignment 99.95 = \$1,340.75 I will take off 3hrs of labor because they add 2" lift Poulin auto sales was going to return it to stock. \$958.80

Grand total \$ 3,403.05

Reference #WB17-00558 (ID 145491)

From: ,
Sent: Thursday, July 06, 2017 8:04 PM
To: AGO - CAP
Subject: Reference #WB17-00558

Reference #WB17-00558

I am writing to you to let you know I still have not heard from Poulin Auto Sales. We received an email from you on June 16th asking us to wait 14 days prior to contacting you to update you as to the status of our situation. I received another email on June 27 asking us to wait 10 days. As of this date 7/6/17, we still have not heard from them. We look forward to hearing from you as to the next step. Thank you in advance for your guidance and assistance with this. Thank you Eric

Reference #WB17-00558 (ID 145916)

From: ^m
Sent: Tuesday, July 11, 2017 6:53 PM
To: AGO - CAP
Subject: Reference #WB17-00558

Hello

Reference #WB17-00558

I had called Century Automotive 6-20-17 to check to see if they have gotten my cancel service agreement from Poulin Auto Sales. a lady told me they have not received it yet too wait a week and call back on 6-27-17. I called today 7-11-17 to check on my cancel Service Agreement that Poulin Auto Sales has not sent in. As my time line showed 6-13-17 they knew I wanted to cancel it and missy was sent a email with the cancel service email to her date 6-15-17. which I have already attached while back. So the lady at the Century Automotive said to fax the cancel service agreement to her. So I will wait give them time to process it , will see what happens with this also.

Total \$3,403.05 plus \$2,705.00 from the service plan and \$50.00 cancel fee.

Gran Total 6,158.05

I feel there should be penalty on top of this Gran total they should pay also.

Reference #WB17-00558 (ID 146834)

From:
Sent: Thursday, July 27, 2017 4:35 PM
To: AGO - CAP
Subject: Reference #WB17-00558

Hello,

In keeping you up to date with my issues involving Poulin Auto I wanted to report the following.

Today, I received in the mail, a letter from heritage Family the company with whom my jeep is financed. I had been awaiting news regarding the refund due to me in connection to the cancellation of the warrantee I had purchased though Poulin Auto on the day I purchased my jeep. The letter showed a refund of \$2,213.00 was applied to my loan. If you will look at my email to you on 7-11-17, the amount of this refund should have been \$2705.00 this refund was short \$492.00 from what I paid. I called Century Automotive, with whom my service contract was with, today to check to see why the refund was short by a different of 492.00, they said I would have to talk to Poulin Auto Sales because Poulin Auto are the ones who were responsible for having given the refund.

As of this point Poulin Auto is still Responsible for :

Total \$3,403.05 plus \$492.00 from the service plan and \$50.00 cancel fee. Gran Total \$3945.50 Plus I

now have no warrantee for my vehicle and feel Poulin Auto is the cause of this I feel there should be a penalty for the loss of this or they should be responsible for purchasing another warrantee for my jeep on top of this Gran total.

Please contact me or my wife Suzanne if you have any more questions thank you for your help.

Thanks Eric

	CENTURY SERVICE VEHICLE SERVICE AGREEMENT	ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation PO Box 3809 Albuquerque, NM 87190-3890 TOLL FREE: 1-888-338-0389
		California License Number: 0C88598

APPLICATION / TERMS & CONDITIONS

1. PURCHASER NAME ERIC PLANTE		STREET _____	
CITY _____	STATE _____	ZIP _____	TELEPHONE _____

CONTRACT NO: DAP00262631

2. COVERED VEHICLE VIN 1C4HJWEG6DL625046		Odometer reading on the agreement date 98021	Vehicle Class 2
YEAR 2013	MAKE JEEP	MODEL WRANGLER UNLIMITED SAHARA	ORIGINAL DATE OF IN-SERVICE 05/05/2014 VEHICLE PURCHASE PRICE \$22,900.00

3. SELLING DEALER DEALER NAME POULIN AUTO SALES - BARRE		STREET 473 EAST BARRE RD	
CITY BARRE	STATE VT	ZIP 05641	TELEPHONE 802-479-8961

NEW VEHICLE COVERAGE PLAN OR LWA WRAP			WRAP VEHICLE COVERAGE PLAN		USED VEHICLE COVERAGE PLAN	
STANDARD <input type="checkbox"/>	HIGHTECH <input type="checkbox"/>	COMPREHENSIVE <input type="checkbox"/>	WRAP <input type="checkbox"/>	CERTIFIED WRAP <input type="checkbox"/>	POWERTRAIN <input type="checkbox"/>	STANDARD <input type="checkbox"/>
LWA Wrap <input type="checkbox"/>	LWA Wrap <input type="checkbox"/>	LWA Wrap <input type="checkbox"/>	WRAP PLUS <input type="checkbox"/>		HIGHTECH <input checked="" type="checkbox"/>	COMPREHENSIVE <input type="checkbox"/>
HIGHTECH <input type="checkbox"/>	HIGHTECH <input type="checkbox"/>	COMPREHENSIVE <input type="checkbox"/>				
LWA Wrap Plus <input type="checkbox"/>	LWA Wrap Plus <input type="checkbox"/>	LWA Wrap Plus <input type="checkbox"/>	HIGHTECH <input type="checkbox"/>		COMPREHENSIVE <input type="checkbox"/>	
HIGHTECH <input type="checkbox"/>	HIGHTECH <input type="checkbox"/>	COMPREHENSIVE <input type="checkbox"/>				
If no coverage box is checked, then STANDARD coverage will apply			If no coverage box is checked, then HIGHTECH coverage will apply		If no coverage box is checked, then POWERTRAIN coverage will apply	
TERM			TERM		TERM	
This Agreement begins on the Agreement Date, and shall end: _____ Months from the Agreement Date, or when _____ Total miles are registered on the odometer, whichever occurs first.			This Agreement begins on the Original Factory In-Service Date, and shall end: _____ Months from that Date, or when _____ Total miles are registered on the odometer, whichever occurs first.		This Agreement begins on the Agreement Date, and shall end: 48 Months from the Agreement Date, or when 48,000 Miles have been added to Odometer reading, whichever occurs first.	

5. VEHICLE SERVICE AGREEMENT DEDUCTIBLE OPTIONS (If no box is checked, a \$100 standard deductible will apply)			
\$0 <input type="checkbox"/>	\$50 <input type="checkbox"/>	\$100 <input type="checkbox"/>	\$200 <input type="checkbox"/>
Disappearing Deductible: \$50 <input type="checkbox"/> \$100 <input checked="" type="checkbox"/>			

6. SURCHARGE			
4x4 <input checked="" type="checkbox"/>	Diesel <input type="checkbox"/>	Turbo/Super Charger <input type="checkbox"/>	Lift/Lower Kits <input type="checkbox"/> Oversized Tires <input type="checkbox"/> Business Use <input type="checkbox"/>

7. COVERAGE AGREEMENT	
ACCEPTANCE OF COVERAGE: I hereby ACKNOWLEDGE THE PURCHASE OF THE Century Service Vehicle Service Agreement with the coverage and term above. Purchaser initials: X	
DECLINATION OF COVERAGE: I hereby decline to purchase the Century Vehicle Service Agreement and acknowledge that I am not entitled to the coverage or benefits listed above. Purchaser initials: X	

8. AGREEMENT CHARGE (CONTRACT PRICE)	
CENTURY VEHICLE SERVICE AGREEMENT CHARGE:	\$ 2,705.00

9. AGREEMENT DATE	
05/24/2017	Lienholder Name & Address:
ADMINISTRATOR OBLIGOR: Century Automotive Service Corporation, PO BOX 3809, Albuquerque, NM. 87190-3809, 1-888-338-0389. This is a Contract between You and the Administrator Obligor. The Administrator Obligor's performance under this Contract is insured by an insurance policy issued by American Commerce Insurance Company, 3590 Twin Creeks Dr, Columbus, OH. 43218-2579, Telephone 1-877-778-3450. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, you may file a claim with American Commerce Insurance Company at the address listed above.	

SIGNED BY X 	SIGNED BY X 
PURCHASER	DEALER'S REPRESENTATIVE

MAINTENANCE REQUIREMENTS: You must have Your Vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of Your Vehicle.

Purchase of this coverage is not required to obtain financing or to register a motor vehicle. THIS AGREEMENT IS NOT AN INSURANCE POLICY: It is an Extended Service Agreement between You and the Administrator.

DEFINITIONS

Throughout this **Service Agreement** certain words and phrases are used that have special meanings. These terms appear in **boldface type**. Their meanings are listed below:

Administrator, Administrator Obligor means the **Administrator** as printed on the **Application** page, whom provides administrative services for this **Service Agreement**

Application means the document that must be attached to and forms part of the **Agreement**. It lists information regarding **You, Your Vehicle, Coverage** selected, and other vital information

Breakdown, Failure means repair, replacement, or maintenance of a covered part(s) of the registered **Vehicle** necessitated by an operational or structural failure due to a defect in materials or workmanship, or due to normal wear and tear. A **Covered Part** has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any **NON-Covered Part(s)**.

Business Use means a vehicle registered in a business or company name that may have only one primary driver.

Commercial Use means a vehicle used for services such as, but not limited to, contractor, landscaping, plumbing, delivery, livery, security, or multiple driver vehicle.

Costs mean the usual and fair charges for parts and labor to repair or replace the **Covered Parts**

Covered Part(s) means the parts and units described under the **SCHEDULE OF COVERAGE** and their parts that are original parts on **Your Vehicle** at the time of its purchase by **You** or like replacement parts meeting the manufacturer's specification

Deductible means the amount **You** are required to pay, as shown on the **Application**, per repair visit for covered **Breakdowns**. **You** must select one of the available deductible options as **Your Standard Deductible**

In-Service Date or **Date of In-Service** means the date the manufacturer shows as the date the **Vehicle** was first placed into service

Internally Lubricated Part(s) means those components/parts that require lubrication to perform the function that they were designed for.

Licensed Repair Facility means any facility licensed in the business of motor vehicle repairs.

Lift Kit means no more than a 6" change from the factory specifications

Lower Kit means only if equipped with an authorized kit installed that was specifically designed for **Your Vehicle**.

Oversized Tires means any tire that is no more than 2 sizes over the factory allowed size per manufacturer specifications.

Schedule of Coverage means the section of this **Agreement**, which lists the **Coverage** provided to **You** for **Your Vehicle** under this **Agreement**

Agreement Date means the date that this **Agreement** was sold to **You**

Vehicle Service Agreement, Service Agreement, or Agreement means this **Vehicle Service Agreement** document together with the completed **Application** and **Schedule of Coverage** that **You** have purchased from **Us** to protect **Your Vehicle**

We, Us, Ours means the Entity who is obligated to perform under this **Agreement**, as identified on the **Application** as "Administrator Obligor."

You and Your means the Purchaser shown on the **Application** or the person to whom this **Agreement** was properly transferred

Your Vehicle means the **Vehicle**, which is described on the **Application**

Reasonable Repair Cost means the customary parts and labor charges required to complete the repair for the **Covered Failure**, which in no case shall exceed the manufacturer's suggested retail price for parts and time / labor allowances as defined in the manufacturer's labor time guide or other nationally recognized parts and labor time guides. We reserve the right to use "like kind and quality" replacements.

SCHEDULE OF COVERAGE

***Applies to all Coverage levels: For Vehicles with over 125,000 miles on the odometer at time of agreement sale, seals and gaskets are covered only in conjunction with a covered repair**

POWERTRAIN

ENGINE: Internally Lubricated Parts contained within the Engine, including Pistons, Piston Rings and Pins, Connecting Rods, Connecting Rod Bearings; Crankshaft, Crankshaft Main Bearings, Camshaft, Camshaft Bearings, Cam Followers, Timing Chain, Timing Gears, Rocker Arms, Rocker Shafts, Rocker Bushings, Valves, Valve Guides, Valve Lifters, Valve Springs, Valve Seals, Valve Retainers, Push Rods, and Oil Pump. Water Pump, Dipstick and Tube, Harmonic Balancer, Oil Pan, Timing Chain Cover, Intake and Exhaust Manifolds, Valve Covers, Engine Mounts, Cylinder Block and Cylinder Head(s).

TURBO CHARGER/SUPER CHARGER (factory installed only): **Internally Lubricated Parts** contained within Housing, plus: Housing.

TRANSMISSION (Automatic or Standard): **Internally Lubricated Parts** contained within the Transmission Case, and the Torque Converter, Vacuum Modulator, Transmission Mounts, Oil Pan and Transmission Case.

TRANSFER CASE: Internally Lubricated Parts contained within the Transfer Case and the Transfer Case.

DRIVE AXLE (Front and Rear): **Internally Lubricated Parts** contained within the Drive Axle, plus; Locking Hubs, Drive Shafts, Universal Joints, Constant Velocity Joints (unless failure was caused by torn/contaminated C.V. Boot) and Axle Bearings, Oil Pan and Drive Axle Case.

SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in **POWERTRAIN**.*

NOTE: Any part not specifically listed above is not covered.

SCHEDULE OF COVERAGE (CONTINUED) – VSA**STANDARD** (Includes all components listed in **POWERTRAIN**)

AIR CONDITIONER: Compressor, Compressor Clutch and Pulley, Condenser, Evaporator, Idler Pulley and Idler Pulley Bearing. The following parts are also covered if required in connection with the repair of a covered part listed above: Accumulator/Receiver Dryer, Orifice Tube, Oil and Refrigerant, Expansion Valve, POA Valve, and Hi-Low Pressure Cut off Switch.

FRONT SUSPENSION: Upper and Lower: Control Arms, Control Arm Shafts and Bushings; Upper and Lower Ball Joints; King Pins and Bushings; Stabilizer Shaft Linkage and bushings, Spindle and Spindle Supports.

STEERING: Internally Lubricated Parts contained within the Steering Gear Box; Power Cylinder, Rack and Pinion Gear, and Power Steering Pump. Plus: Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Upper and Lower Steering Column Shafts and Couplings, and Steering box and Rack & Pinion Gear Housings.

BRAKES: Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster (excluding Hydro Boost system), Disc Brake Calipers; Wheel Cylinders; Compensating Valve; Metal Hydraulic Lines & Fittings.

ELECTRICAL: Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive, Wiper Motor(s), Wiper Motor Relay(s) and Delay Switch(es), Manually operated switches and Wiring harnesses.

SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in STANDARD.*

NOTE: Any part not specifically listed above is not covered.

HIGHTECH (Includes all components listed in **POWERTRAIN & STANDARD**)

ADDITIONAL ELECTRICAL: Power Window Motors/Regulators, Power Seat Motor, Convertible Top Motor (excluding Regulators and Frame), Power Sunroof Motor (excluding Regulators and Frame), Power Door Lock Actuator, Power Antenna Motor, Digital/Analog Instrument Cluster; Mileage Computer; Electronic Combination Entry System; Computerized Timing Control Units; Electronic Cruise Control Module.

ABS BRAKES: Hydraulic Control Unit; Electronic Control Processor; Wheel-Speed Sensors/Exciters; Hydraulic Pump/Motor Assembly.

FRONT AND REAR SUSPENSION: MacPherson Struts; Shackle and Eye Shafts and Bushings; Torsion Bars and Bushings; Wheel Bearings and Seals; Automatic Leveling Unit Compressor, Sensor and Limiting Valve.

COOLING: Radiator; Fan and Fan Clutch; Engine Cooling Fan Motor; and Heater Core; Thermostat.

FUEL SYSTEM: Electronic Fuel Injection Sensors; Control Units; Electronic Fuel Delivery Pump; and Injectors; Vacuum Pump; Throttle Position Sensors; Oxygen Sensor; and Metal Fuel Delivery Lines.

AIR CONDITIONER: Expansion Valve; Dryer Tank; Accumulator; POA Valve; Hi-Low Pressure Cut-off Switch; Ducts and Outlet hoses (Interior); Automatic Temperature Control Programmer.

INTERIOR/EXTERIOR: Glove Box Door and Hinge; Manually operated Seat Tracks; Interior and Exterior Door Handles; Door Hinges; Map/Courtesy Light Assembly (not bulbs); Hood, Rear Hatch and Trunk Gas Shocks.

SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in HIGH TECH.*

NOTE: Any part not specifically listed above is not covered.

COMPREHENSIVE

If You selected COMPREHENSIVE Coverage, this Agreement will cover necessary repairs to ALL of Your Vehicle's mechanical and electrical parts, except for those items listed under "EXCLUSIONS" in this Agreement.

LWA WRAP HIGH TECH or WRAP to HIGH TECH or CERTIFIED TO HIGHTECH

This Agreement will cover necessary repairs to the parts listed below, and will exclude those items listed under "EXCLUSIONS" in this Agreement and specifically excludes all components covered within the factory powertrain warranty or limited powertrain warranty, including, but not limited to, Engine, Transmission, Transfer Case, and Front and Rear transaxle assemblies. Wrap policy is non-transferable unless warranty coverage and term is transferable, and is transferred.

AIR CONDITIONER: Compressor, Compressor Clutch and Pulley; Condenser; Evaporator; Idler Pulley and Idler Pulley Bearing; Expansion Valve; Dryer Tank; Accumulator; POA Valve; Hi-Low Pressure Cut-off Switch; Ducts and Outlet hoses (Interior); and Automatic Temperature Control Programmer. The following parts are also covered if required in connection with the repair of a covered part listed above: Orifice Tube, Oil and Refrigerant.

FRONT SUSPENSION: Upper and Lower: Control Arms, Control Arm Shafts and Bushings; Upper and Lower Ball Joints; King Pins and Bushings; Stabilizer Shaft Linkage and bushings, Spindle and Spindle Supports.

FRONT AND REAR SUSPENSION: MacPherson Struts; Shackle and Eye Shafts and Bushings; Torsion Bars and Bushings; Wheel Bearings and Seals; Automatic Leveling Unit Compressor, Sensor and Limiting Valve.

STEERING: Internally Lubricated Parts contained within the Steering Gear Box; Power Cylinder, Rack and Pinion Gear, and Power Steering Pump. Plus: Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Upper and Lower Steering Column Shafts and Couplings, and Steering box and rack & pinion gear housing.

BRAKES: Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster (excluding Hydro Boost system), Disc Brake Calipers; Wheel Cylinders; Compensating Valve; Metal Hydraulic Lines & Fittings.

ELECTRICAL: Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive, Wiper Motor(s), Wiper Motor Relay(s) and Delay Switch(es), Manually operated switches and Wiring harnesses; Power Window Motors/Regulators, Power Seat Motor, Convertible Top Motor (excluding Regulators and Frame), Power Sunroof Motor (excluding Regulators and Frame), Power Door Lock Actuator, Power Antenna Motor, Digital Instrument Cluster; Mileage Computer; Distributor; Electronic Combination Entry System; Computerized Timing Control Units; Electronic Cruise Control Module.

COOLING: Radiator; Fan and Fan Clutch; Engine Cooling Fan Motor; and Heater Core; Thermostat.

FUEL SYSTEM: Electronic Fuel Injection Sensors; Control Units and Injectors; Electronic Fuel Delivery Pump and Injectors; Vacuum Pump; Throttle Position Sensors; Oxygen Sensor; and Metal Fuel Delivery Lines.

INTERIOR/EXTERIOR: Glove Box Door and Hinge; Manually operated Seat Tracks; Interior and Exterior Door Handles; Door Hinges; Map/Courtesy Light Assembly (not bulbs); Hood, Rear Hatch and Trunk Gas Shocks.

SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in LWA WRAP HIGH TECH, WRAP TO HIGH TECH, CERTIFIED TO HIGH TECH.*

NOTE: Any part not specifically listed above is not covered.

SCHEDULE OF COVERAGE (CONTINUED) – VSA**LWA WRAP COMPREHENSIVE or WRAP to COMPREHENSIVE or CERTIFIED TO COMPREHENSIVE**

This Agreement will cover necessary repairs to ALL of your vehicle's mechanical and electrical parts, except for those items listed under "EXCLUSIONS" in this Agreement and specifically excludes all components covered within the factory powertrain warranty or limited powertrain warranty, including, but not limited to, the Engine, Transmission, Transfer Case and Front and Rear transaxle assemblies. Wrap policy is non-transferable unless warranty coverage and term is transferable and is transferred.

LWA WRAP PLUS to HIGH TECH or WRAP PLUS to HIGH TECH

If you selected WRAP PLUS TO HIGH TECH Coverage, this Agreement will cover necessary repairs to the parts listed below, except for those items specifically listed under "EXCLUSIONS" in this Agreement. This coverage also excludes all components listed under POWERTRAIN Coverage during the time that the Factory Powertrain Warranty or Limited Powertrain Warranty covers those items. After the Factory Powertrain Warranty or Limited Powertrain Warranty expires WRAP PLUS TO HIGH TECH will then cover items listed under POWERTRAIN Coverage up to the mileage-term selected or when the monthly-term of your WRAP PLUS is reached, as measured from the original date of in-service, whichever occurs first.

AIR CONDITIONER: Compressor, Compressor Clutch and Pulley; Condenser; Evaporator; Idler Pulley and Idler Pulley Bearing; Expansion Valve; Dryer Tank; Accumulator; POA Valve; Hi-Low Pressure Cut-off Switch; Ducts and Outlet hoses (Interior); and Automatic Temperature Control Programmer. The following parts are also covered if required in connection with the repair of a covered part listed above: Orifice Tube, Oil and Refrigerant.

FRONT SUSPENSION: Upper and Lower Control Arms, Control Arm Shafts and Bushings; Upper and Lower Ball Joints; King Pins and Bushings; Stabilizer Shaft Linkage and bushings, Spindle and Spindle Supports.

FRONT AND REAR SUSPENSION: MacPherson Struts; Shackle and Eye Shafts and Bushings; Torsion Bars and Bushings; Wheel Bearings and Seals; Automatic Leveling Unit Compressor, Sensor and Limiting Valve.

STEERING: Internally Lubricated Parts contained within the Steering Gear Box; Power Cylinder, Rack and Pinion Gear, and Power Steering Pump, Plus: Pitman Arm; Idler Arm; Tie Rod Ends and Drag Link; Upper and Lower Steering Column Shafts and Couplings, and Steering Box and Rack & Pinion Gear Housing.

BRAKES: Master Cylinder; Power Brake Cylinder; Vacuum Assist Booster (excluding Hydro Boost system), Disc Brake Calipers; Wheel Cylinders; Compensating Valve; Metal Hydraulic Lines & Fittings.

ELECTRICAL: Alternator; Voltage Regulator; Starter Motor; Starter Solenoid and Starter Drive, Wiper Motor(s), Wiper Motor Relay(s) and Delay Switch(es), Manually operated switches and Wiring harnesses; Power Window Motors/Regulators, Power Seat Motor, Convertible Top Motor (excluding Regulators and Frame), Power Sunroof Motor (excluding Regulators and Frame), Power Door Lock Actuator, Power Antenna Motor, Digital Instrument Cluster; Mileage Computer; Distributor; Electronic Combination Entry System; Computerized Timing Control Units; Electronic Cruise Control Module.

COOLING: Radiator; Fan and Fan Clutch; Engine Cooling Fan Motor; and Heater Core; Thermostat.

FUEL SYSTEM: Electronic Fuel Injection Sensors; Control Units and Injectors; Electronic Fuel Delivery Pump and Injectors; Vacuum Pump; Throttle Position Sensors; Oxygen Sensor; and Metal Fuel Delivery Lines.

INTERIOR/EXTERIOR: Glove Box Door and Hinge; Manually operated Seat Tracks; Interior and Exterior Door Handles; Door Hinges; Map/Courtesy Light Assembly (not bulbs); Hood, Rear Hatch and Trunk Gas Shocks.

SEALS and GASKETS: Stand Alone Seals and Gaskets are covered for all components listed in LWA WRAP PLUS HIGH TECH, WRAP PLUS TO HIGH TECH.*

NOTE: Any part not specifically listed above is not covered.

LWA WRAP PLUS to COMPREHENSIVE or WRAP PLUS to COMPREHENSIVE

If you selected WRAP PLUS to COMPREHENSIVE Coverage, this Agreement will cover necessary repairs to ALL of your vehicle's mechanical and electrical parts, except for those items listed under "EXCLUSIONS" in this Agreement. This coverage also excludes all components listed under Powertrain Coverage during the term that the Factory Powertrain Warranty or Limited Powertrain Warranty covers those items. After the Factory Powertrain Warranty or Limited Powertrain Warranty expires this Agreement will then cover those items (except any as listed under "Exclusions" in this Agreement) up to the mileage-term selected as shown on the Agreement or when the monthly-term of your Wrap Plus Coverage is reached, as measured from the original date of in-service, whichever occurs first.

ADDITIONAL BENEFITS – VSA

(Additional Benefits are not subject to Your deductible)

TOWING: In the event of a mechanical Breakdown caused by a part covered by this Agreement; We will reimburse You for reasonable towing charges up to eighty dollars (\$80) per occurrence. Any reimbursement shall be for actual towing charges in excess of any reimbursement You receive from the manufacturer, road club, or insurance company.

MECHANICAL BREAKDOWN RENTAL CAR BENEFIT:

During the time when your vehicle is being repaired at a licensed repair facility for the failure of a covered part, you may qualify for rental car reimbursement of up to \$35 per day, with a 5-day maximum, not to exceed \$175 per occurrence. Vehicle must be rented from the dealer or from a licensed auto rental facility. Rental car reimbursement will not continue beyond the day that repairs are completed and you are notified of the completion.

TRIP INTERRUPTION (not available where prohibited by law):

In the event of a mechanical Breakdown occurring more than one hundred (100) miles from your home and caused by a part covered by this Agreement, even a part covered by this Agreement that is also covered by the manufacturer's warranty. You may receive up to one hundred dollars (\$100.00) per day for up to 3 days for meals and lodging. Receipts must be from licensed lodging locations and restaurants to qualify.

EXCLUSIONS

This AGREEMENT does not provide Coverage for Your Vehicle when the Breakdown or condition existed prior to the commencement of this Agreement (pre-existing conditions) or for any part not specifically listed in the Schedule of Coverage, including, but not limited to: Accessory Drive Belts; Batteries; Body Panels; Break Linings, Pads and Shoes, Rotors and Drums; Bumpers; Carpet; Clutch Friction Disc and Pressure Plate; Dash Cover and Pad; Door Trim, Handles, and Fabric; Filters; Fluids; Glass (Including windshields); Headliner; Heating Hoses, Lines and Tubes; Hinges; Hybrid Battery Plug Assembly; Hybrid Vehicle Battery Pack; Hybrid Vehicle Relay Assembly; Hybrid Vehicle Supply Battery Assembly; Interior and exterior Trim and Moldings (including but not limited to Cup Holders, Ash Trays, Covers, and Vents); Lamps (Back-up, Fog Light, Side Marker, and Turn Signal Light Assemblies); Light Bulbs; Nuts, Bolts, Clips Retainers, and Fasteners; Paint; Rust and Corrosion Damage; Seat Covers; Sheet Metals; Shiny Metals; Spark Plugs; Structural Framework and Welds; Tires; Vacuum Hoses, Lines & Tubes; Weather Stripping; Wheels and Rims; Windshield Wiper Blades (Rubber Component). Filters, Lubricants, Coolants, Fluids and Refrigerants will be covered only if replacement is required in connection with a Breakdown.

I. In addition, Your Service Agreement does not apply to losses caused by or resulting from:

- A. Any Breakdown resulting from collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, windstorm, volcanic eruption, freezing, rust or corrosion, sludge, carbon, windstorm, hail, water or flood, Acts of God, salt, environmental damage; and contamination of fluids, leaking fluids, fuels, coolants, or lubricants from non-covered parts.
- B. Any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule or this Agreement for Your Vehicle, or improper servicing by You after the purchase date of this Agreement. For any Breakdown considered overheating caused by improper types of levels of fluids, lubricants, and/or coolants, or failure to protect Your Vehicle from further damage when Breakdown has occurred (Continued Operation).
- C. Any repair or replacement of any covered part if a Breakdown has not occurred. Gradual reduction in operating performance is not covered unless it exceeds the published tolerances allowed by the manufacturer. Valves, valve guides, valve seals, and/or piston rings are not covered if the purpose of such is simply to raise the engine's compression, performance, or to reach acceptable oil consumption.
- D. If any alterations have been made to Your Vehicle, or if You are using or have used Your Vehicle in a manner not recommended by the manufacturer, including, but not limited to, the failure of any custom or add-on-part, trailer hitches, emissions and/or exhaust systems modifications, engine modifications, transmission modification and/or drive axle modifications. All frame or suspension modifications lift kits, oversized/undersized tires, except for vehicles with this equipment as documented on the application at the time of vehicle purchase.
- E. If Your odometer has ceased to operate or the odometer has been altered in any way subsequent to purchase and mileage on the odometer cannot be verified.
- F. For property damage, physical damage, or for injury to or death of any person, arising out of the operation, maintenance or use of Your Vehicle, described in this Agreement, whether or not related to the parts covered.
- G. For loss of use, time, shop delays, profit, inconvenience, employment, or any other loss or incidental or consequential damages that results from a Breakdown.
- H. When the responsibility for the repair is covered by an insurance policy, or any warranty from the manufacturer, such as extended drive train, major component or full coverage warranties (regardless of the remaining manufacturer's warranty when You purchased this Agreement), or a repairer's guarantee warranty. Further, Coverage under this Agreement is similarly limited in the event of a Breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service bulletins.
- I. If Your Vehicle is used for towing a trailer or another vehicle or object unless Your Vehicle is equipped with factory installed or factory authorized tow package.
- J. If your vehicle is used for Competitive driving, taxi or livery, snow plowing, or used for hire to the public or used to transport people for hire. If your vehicle is used for municipal or professional emergency or police services. If the vehicle is used to tow a trailer whose weight exceeds the manufacturers' recommendations for that vehicle.
- K. For any Breakdown occurring prior to the Agreement purchase date or if the information provided by you can be verified as deceptively inaccurate.
- L. Any repairs, replacements or alterations not authorized by Us, except as described in the Emergency Repairs clause.
- M. Any Breakdown caused by contaminants, foreign object, sludge, improper amount or type of fluids, lubricants, coolants or refrigerants.
- N. All covered components must be functioning properly at the time of the sale of this Vehicle and Agreement. Pre-existing conditions are not covered.

INELIGIBLE VEHICLES

- A. Any Import vehicle that has not been originally manufactured to U.S. specifications, and/or has been imported through means other than factory authorized importer or distributor, commonly known as "Gray Market" automobiles.
- B. Rebuilt or modified vehicles.
- C. Vehicles for which the title has been branded such as, but not limited to: branded, salvage, junk, lemon, rebuilt, totaled, flood, fire, branded, or water damaged.
- D. Vehicles for which any portion of the manufacturer's warranty has been cancelled.

GENERAL PROVISIONS

This Agreement, is between You and Us, and is subject to all the Terms and Conditions contained herein:

This Agreement is Non-Renewable.

Agreement Period

1. **NEW Vehicle, LWA WRAP or LWA WRAP PLUS Coverage** Plans begin at zero (0) miles and on the **Agreement Date** as shown on the Application. **NEW Vehicle, LWA WRAP or LWA WRAP PLUS Coverage** Plans expire when measured from zero (0) miles, or from the **Agreement Date**, whichever occurs first.
2. **USED Vehicle Agreement Coverage** begins at the mileage and on the **Agreement Date** as shown on the Application. **Used Vehicle Agreement Coverage** expiration is measured in time from the **Agreement Date** or from the odometer mileage of the **Vehicle** on the **Agreement Sale Date**, whichever occurs first.
3. **WRAP and WRAP PLUS Agreement Coverage** begins at zero (0) miles and on the **Original Factory In-Service Date** as shown on the Application. **Wrap Agreement Coverage** expiration is measured from zero (0) miles, or from the **Original Factory In-Service Date**, whichever occurs first.
4. This Agreement will end, terminate and lapse when You sell Your Vehicle and no refund shall be due unless it is canceled as described in this Agreement.

Coverage – The Coverage afforded You for Your Vehicle is determined by the Coverage description section on the Application and more fully described in the Schedule of Coverage in this Agreement. We will repair, replace or reimburse You for reasonable costs for parts and labor to repair or replace any of the Covered Parts (excluding diagnostic charges), listed in the Schedule of Coverage which causes a Breakdown, provided You contact the Administrator for authorization prior to any such repair or replacement being made to Your Vehicle, except as described in the Emergency Repairs Clause. The repair may be completed with parts of like quality and kind, commensurate with the age and odometer reading of Your Vehicle at the time the part failed. In some cases, remanufactured or used parts may be utilized, or shipped by the Administrator.

Limit of Liability

1. **Per Repair Visit** – Our Liability for any one (1)-repair visit shall in no event exceed the Actual Cash Value of Your Vehicle at the time of said repair visit (not including tax, title, license or any other fee). Actual Cash Value means the N.A.D.A. published average wholesale value of Your Vehicle on the date of loss, taking age, condition immediately prior to breakdown, and mileage into consideration.
2. **Aggregate** – The total of all benefits paid or payable while this Agreement is in force shall not exceed the retail price You paid for Your Vehicle (excluding tax, title and license fees). However, if You are the Second Agreement Holder, (i.e. this Agreement was transferred to You under the Transfer Provisions contained herein), the total of all benefits

payable under this **Agreement** is limited to the price **You** paid for **Your Vehicle** less the total amount of claims paid prior to the date of transfer. A copy of Bill of Sale may be requested for verification.

Deductible – In the event of a **Breakdown** covered by this **Agreement**, **You** will be required to pay a **Deductible**. To determine the amount of the Deductible that applies, see the **Deductible** entry in the **Coverage** information section shown on the **Application**. The maximum **Deductible** amount **You** will be required to pay for each repair visit is the **Deductible** selected on the **Application**. A **Deductible** payment is only required for **Mechanical Breakdown Coverage** that is listed in the **Schedule of Coverage**.

Transferring Coverage – If **You** sell the covered vehicle or there is any other change in the ownership of **Your Vehicle**, this **Agreement** will terminate. **You** may apply for a transfer of the remaining coverage under this **Agreement** to the new owner. Within fifteen (15) days of the change in vehicle ownership, **You** must notify the Selling Dealer or **Administrator** in writing of **Your** request to transfer this **Agreement**. **You** must include the following:

1. A fifty dollar (\$50) transfer fee,
2. Name and address of the purchaser,
3. A copy of the bill of sale or sales contract showing the date and mileage of **Your Vehicle** at the time of sale,
4. Proof of **Your** transferred coverage under any remaining manufacturer's warranty to the purchaser of **Your Vehicle**.

The **Administrator** has the discretion to approve or reject such application. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner. The new owner must retain these records and is subject to the maintenance requirements as specified in this **Agreement**. This **Agreement** may not be transferred more than once, may not be transferred to another vehicle, and may not be assigned to a new or used vehicle dealer or anyone other than an individual purchasing **Your Vehicle** for personal use.

In the event of a valid repossession or total loss of **Your Vehicle**, the rights under this **Vehicle Service Agreement** shall immediately transfer to the lien holder until any pending claims are settled, at which time it will be cancelled. This **Agreement** is Non-renewable.

Cancellation of Your Agreement- refer to STATE DISCLOSURES, state specifics may apply

If **Your Vehicle** has been repossessed, declared a total loss or **You** give notice of cancellation, this **Agreement** will terminate. **You** may cancel this **Agreement** at any time by notifying the Selling Dealer or **Administrator** in writing of **Your** intent to cancel. **You** must also send the Selling Dealer or **Administrator** this **Agreement** and a notarized statement indicating the actual mileage (odometer reading) of **Your Vehicle** at the date of the request. If this **Agreement** is canceled within the first thirty days and no claims have been filed, **You** will receive a full refund. If this **Agreement** is cancelled after the first thirty (30) days or a claim has been filed, **Your** refund will be determined by multiplying the amount **You** paid for this **Agreement** by the lesser of the ratio determined by:

- a) the number of in-force days remaining for the **Agreement** compared to the original term of the **Agreement**, or
- b) the miles of remaining coverage under the **Agreement** as compared to the original terms of the **Agreement**.

If there is no lien holder, the refund, less a cancellation fee, will be paid to **You**. If there is a lien holder, the refund less a cancellation fee will be paid to the lien holder. If the **Agreement** holder elects cancellation, the **Administrator** may retain a cancellation fee not to exceed fifty dollars \$50.

Cancellation by the Administrator: This **Service Agreement** is non-cancelable by the **Administrator**.

Our Rights to Recover Payment - If **You** have a right to recover against another party for anything **We** have paid under this **Agreement**, **Your** rights shall become **Our** rights. **We** shall recover only the excess after **You** are fully compensated for **Your** Loss.

Arbitration - If **You** and **We** fail to agree on any matter concerning this **Agreement**, each must demand in writing from the other that the matter be arbitrated. **You** and **We** shall each select an arbitrator and the two arbitrators shall select a third arbitrator. The decisions of any two of the three arbitrators is final and will be binding upon **You** and **Us**. Venue will be near **Your/Purchaser's** residence.

Territory – This **Agreement** applies to **Breakdowns** that occur, and repairs made within the United States of America and Canada.

Licensed Repair Facilities - The **Administrator** reserves the right to have the **Vehicle** repaired at a licensed repair facility of its choice.

Payment/Reimbursement: During the effective term of this **Agreement** the **Administrator** will pay(reimburse) **You**, less any applicable deductible, the cost of necessary and completed authorized repairs to covered components. At the sole discretion of the **Administrator**, replacement of any part may be with new parts, remanufactured parts or with parts of like kind and quality, at the time of **Breakdown**.

AGREEMENT HOLDER'S RESPONSIBILITY

Proof of Maintenance Log

It is required that **You** retain "Proof" of maintenance for the service and/or repair work on **Your Vehicle**, regardless if work was performed by **You** or a repair facility. "Proof" means repair orders from a Licensed Repair Facility or a self-maintained log that has corresponding "purchase receipts" for oil and filter, coolant and brake system flush, etc. The self-maintained log without corresponding "purchase receipts" is not acceptable "proof" of maintenance. Repair order must be readable and understandable, with customer complaint and repair diagnosis, parts, labor hours, vehicle identification number, date, vehicle mileage, **Your** name and signature, repair facility name, address and phone number, repair totals, Deductible (if applicable), and method of payment to satisfy the repair order. "Proof" of maintenance and/or **Your** self-maintained log with corresponding receipts, may be requested by the **Administrator** for related repairs.

Maintenance Requirements

You must have **Your Vehicle** checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of **Your Vehicle**.

NOTE: **Your Vehicle** Owner's Manual lists different servicing recommendations based on **Your** Individual driving habits and climate conditions. **You** are required to follow the maintenance schedule that applies to **Your** conditions. Failure to follow the manufacturer's recommendations that apply to **Your** specific conditions may result in the denial of Coverage.

Filing a Claim and What To Do if you need repairs for a covered mechanical breakdown:

If **Your Vehicle** incurs a **Breakdown**, **You** must take the following steps to file a claim:

- (1) **Prevent Further Damage** – Take immediate action to prevent further damage to **Your Vehicle**. This **Agreement** will not cover the damage caused for failure to secure prompt repair of the failed covered component. Any damage resulting from continued operation of an impaired **Vehicle** will constitute failure to protect **Your Vehicle** and will not be covered under this **Agreement**.
- (2) **Call the Administrator at 1-877-793-7123**: Call for instructions **BEFORE** **You** deliver **Your Vehicle** to any licensed repair facility other than the Selling Dealer. Repairs or replacements under this **Agreement** must be performed by the Selling

Dealer, if Your Vehicle is within 50 miles of the Selling Dealer, or, if approved in advance by the Administrator, by an authorized Dealer or repair facility.

- (3) Provide Repair Facility with a Copy of Your Agreement and/or Your Agreement Number.
- (4) Obtain Authorization from the Administrator – Prior to teardown or any repair being made, instruct the Service Advisor at the repair facility to contact the Administrator to obtain an authorization for the claim. Any claim for repairs without prior authorization will not be covered, unless as described in the Emergency Repairs clause. We can be contacted Monday through Friday, 8:00 a.m. to 7:00 p.m. or Saturday from 9:00 a.m. to 2:00 p.m. Central Standard Time at 1-877-793-7123.
- (5) Authorize Teardown and/or Inspection – In some cases, You may need to authorize the repair facility to inspect and/or teardown Your Vehicle in order to determine the cause and the cost of the repair. You will be responsible for these charges if the failure or component is not covered under this Agreement. **NOTE: You are responsible for authorizing inspection or teardown of Your Vehicle by the repair facility to determine the cause of failure. If the failure is not covered under this Agreement, You will be responsible for these costs. We reserve the right to require an inspection of Your Vehicle prior to any repairs being made.**
- (6) Review Coverage – After the Administrator has been contacted, review with the Service Advisor or Manager what will be covered by this Agreement. **YOU MUST SIGN THE COMPLETED REPAIR ORDER.**
- (7) Pay Any Applicable Deductible – We will reimburse the repair facility or You for the cost of work performed on Your Vehicle that is covered by this Agreement and previously authorized, less any Deductible. Once authorization is obtained, and the repair is complete, all repair orders and documentation must be submitted to the Administrator within thirty (30) days to be eligible for payment. You must also pay for any repair or service that was not covered by the Agreement (Including, but not limited to, shop supplies such as cleaners, rags, solvents, etc.).

EMERGENCY REPAIRS(non-business hours only): Emergency repairs are only those repairs, which, if not performed, would render Your Vehicle inoperable or unsafe to drive and impair its future operation. If emergency repairs covered by this Agreement are required outside the Selling Dealer's or Administrator's business hours, You should deliver Your Vehicle to a licensed repair facility and have the necessary repairs performed at a reasonable and customary charge. On the next business day, You should report the repairs to the Administrator for reimbursement.

SPECIAL STATE REQUIREMENTS AND DISCLOSURES

THIS CONTRACT IS AMENDED TO COMPLY WITH THE FOLLOWING STATE REQUIREMENTS AND DISCLOSURES:

ALABAMA

The cancellation section of this Contract is amended to include the following:

If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Contract to us. If you cancel this Contract after the initial full refund period has expired, we will deduct a cancellation fee of \$25.00 from any refund otherwise due.

ARIZONA

We may not cancel or void this Service Contract due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workmanlike manner, (2) pre-existing conditions, (3) prior use or unlawful acts relating to the covered vehicle, (4) Our misrepresentation, and (5) ineligibility of the vehicle for coverage under the program. For purposes of the foregoing sentence, the words We and Our refer to the Administrator Obligor and all representatives, assignees, and subcontractors of the Administrator Obligor. Arbitration section is deleted completely.

CALIFORNIA

OBLIGOR CALIFORNIA LICENSE NUMBER: OC88598

The CANCELLATION Section of this contract is amended to read as follows:

You may cancel this Agreement at any time by notifying the Selling Dealer or Administrator in writing of Your intent to cancel. You must also send the Selling Dealer or Administrator this Agreement and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If this Agreement is canceled within the first sixty (60) and no claims have been filed, You will receive a full refund. If the Agreement holder elects cancellation after the first sixty (60) days, the Administrator may retain a cancellation fee not to exceed ten (10%) percent of the price of the Agreement or twenty five dollars (\$25), whichever is less. And if this Agreement is cancelled after the first sixty (60) days or a claim has been filed, Your refund will be determined by multiplying the amount You paid for this Agreement by the lesser of the ratio determined by:

- the number of in-force days remaining for the Agreement compared to the original term of the Agreement, or
 - the miles of remaining coverage under the Agreement as compared to the original terms of the Agreement.
- If there is no lien holder, the calculated refund will be paid to You. If there is a lien holder, the calculated refund will be paid to the lien holder.

This is an agreement between You and the Administrator Obligor. The Obligor's performance to you under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days after your request. The name and address of the insurance company is: American Commerce Insurance Company, 3590 Twin Creeks Dr., Columbus, OH 43218-2579, ph: 1-877-778-3450. If You are not satisfied with the insurance company response, you may contact the California Department of Insurance at 1-800-927-4357.

CONNECTICUT

Arbitration and Resolution of Disputes for Connecticut Residents: If there is a dispute regarding the terms of this Service Contract or the coverage of any claim filed with Us, We will make a reasonable effort to resolve the dispute with you. If We are unable to resolve the dispute, you may file a formal written complaint with the Consumer Affairs Division of the Connecticut Insurance Department. The complaint must contain a short and plain description of the dispute, including the efforts made to resolve the dispute and the results of those efforts, the purchase price or lease price of your covered vehicle, the cost of any disputed repairs, and a copy of this Service Contract document. The complaint should be mailed to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs.

Your complaint will be reviewed by an examiner, who will attempt to mediate the dispute. If the mediation efforts are unsuccessful, your complaint will be referred to the Arbitration Unit of the Connecticut Insurance Department for further resolution through arbitration. Unless either party objects to binding arbitration of the dispute by filing a written objection with the examiner within ten (10) days after notice that the matter has been referred to arbitration, the decision of the arbitrator will be binding on both parties. A more detailed description of the arbitration procedure is set forth in Sections 42-260-1 through 42-260-5 of the Connecticut Administrative Code.

GEORGIA

The following references (if applicable) under the provisions entitled What is Not Covered or Coverages are hereby amended as follows (1) Odometer – Misrepresentation of the odometer reading at the time of effective coverage or if the odometer has been tampered with, altered, disconnected or not maintained in working order subsequent to the purchase of this service agreement may result in denial of coverage under this service contract, (2) Pre-existing conditions – Pre-existing conditions known to you are not covered, (3) Alterations to the vehicle – If alterations to the vehicle have been made to the vehicle while owned by you, they are not covered, (4) Sludge – Any reference to sludge as an exclusion for coverage is hereby deleted. (5) Your Service Contract does not apply to losses caused by or resulting from information provided by You that cannot be verified as accurate or is found to be deceptively inaccurate.

Cancellation – ADD: If cancelled by Agreement Holder, refunds are based on the excess of the consideration paid for this Agreement above the customary short rate for the expired term of the Agreement.

Arbitration section is deleted completely. Diagnostic/teardown charges will be covered and paid for covered repairs or components.

IDAHO

Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS

The Administrator Obligor is Century Automotive Service Corporation, PO Box 3809, Albuquerque, NM 87190-3809, 1-888-338-0389.

The cancellation section of this contract is amended to include the following: If the Contract holder elects cancellation, the administrator may retain a cancellation fee not to exceed the lesser of 10% of the Vehicle Service Contract price or \$50.

INDIANA

Your proof of payment to the issuing dealer for this Contract shall be considered proof of payment to the insurance company, which guarantees our obligation to you, providing such insurance was in effect at the time you purchased this Contract.

IOWA

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the application for the Administrator's address and toll-free number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 330 Maple Street, Des Moines, Iowa 50319-0065.

LOUISIANA

The cancellation section of this contract is amended to read as follows:

If Your Vehicle has been repossessed, declared a total loss or You give notice of cancellation, this Agreement will terminate. You may cancel this Agreement at any time by notifying the Administrator in writing of Your intent to cancel. You must also send the Administrator this Agreement and a notarized statement indicating the actual mileage (odometer reading) of Your Vehicle at the date of the request. If this Agreement is cancelled within the first thirty (30) days, You will receive a full refund. If this Agreement is cancelled after the first thirty (30) days, Your refund will be determined by multiplying the amount You paid for this Agreement by the lesser of the ratio determined by:

- c) the number of in-force days remaining for the Agreement compared to the original term of the Agreement, or
- d) the miles of remaining coverage under the Agreement as compared to the original terms of the Agreement.

If there is no lien holder, the refund, less a cancellation fee, will be paid to You. If there is a lien holder, the refund less a cancellation fee will be paid to the lien holder. If the Agreement holder elects cancellation, the Administrator may retain a cancellation fee not to exceed 10% of the purchase price or \$50, whichever is less.

A transferred Agreement is not eligible for cancellation refunds.

MARYLAND

The cancellation section of this contract is amended to include the following:

If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Contract to us.

MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE YOUR VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES, AVAILABLE TO YOU WITHOUT THIS CONTRACT.

MINNESOTA

Section 325F.662 of the Minnesota Statutes requires the selling dealer to provide you with an express warranty of a specified duration in connection with the sale of any used car. The terms of the express warranty are contained in the used car buyer's guide or limited warranty document furnished to you by the dealer. Any loss covered under the dealer's express warranty furnished pursuant to Section 325F.662 is excluded from coverage under this Contract during the term of the express warranty unless the dealer becomes unable to meet its obligations, provided such loss is otherwise covered by this Contract.

MISSISSIPPI

Arbitration section is deleted completely.

NEBRASKA

ARBITRATION AND RESOLUTION OF DISPUTES FOR CONTRACTS ISSUED IN NEBRASKA: CHAPTER 25, SECTION 25-2602.01 OF THE NEBRASKA CODE PROHIBITS FINAL AND BINDING ARBITRATION. THEREFORE, ANY PROCEEDINGS AND DECISIONS WILL COMPLY WITH THE NEBRASKA UNIFORM ARBITRATION ACT. NEBRASKA LAW WILL BE APPLICABLE TO ANY CONTRACT ISSUED IN NEBRASKA.

PURSUANT TO NEB. REV. STAT. 44-3523(1): THE INSURER WILL PAY ON BEHALF OF THE MOTOR VEHICLE SERVICE CONTRACT PROVIDER ALL SUMS WHICH THE PROVIDER IS LEGALLY OBLIGATED TO PAY IN THE PERFORMANCE OF ITS CONTRACTUAL OBLIGATIONS UNDER THE MOTOR VEHICLE SERVICE CONTRACTS ISSUED OR SOLD BY THE PROVIDER.

NEVADA

The cancellation section of this Contract is amended to include the following:

If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Contract to us.

If this contract was issued in Nevada, then Nevada law shall govern the interpretation of this contract -- including cases where any matter concerning this contract is arbitrated.

NEW HAMPSHIRE

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the application for the Administrator's address and toll-free number. New Hampshire residents only may also contact the New Hampshire Insurance Commissioner at the following address: New Hampshire Insurance Department, 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

NEW MEXICO

The cancellation section of this Contract is amended to include the following:

If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made within 60 days of return of the Contract to us.

NEW YORK

The cancellation section of this Contract is amended to include the following:

If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made within 30 days of return of the Contract to us.

OKLAHOMA

Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty Statutes do not apply to commercial use references in service warranty contracts. This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

All refunds payable to you under this Contract in the event you cancel this Contract shall be payable to you and any lien holder as your respective interests may appear. In the event the contract is canceled by the warranty holder, return of premium shall be based upon ninety percent (90%) of the unearned pro rata premium less the actual cost of any service provided under the service warranty contract. In the event the contract is canceled by the administrator, return of premium shall be based upon one hundred percent (100%) of unearned pro rata premium less the actual cost of any service provided under the service warranty act.

OREGON

Arbitration and Resolution of Disputes for Contracts issued in Oregon: Chapter 36 of the Oregon Revised Statutes -- 2009 Edition prohibits final and binding arbitration unless mutually agreed upon by both parties. Therefore, any proceedings and decisions will comply with the Oregon Arbitration Act. Oregon law will be applicable to any Contract issued in Oregon.

SOUTH CAROLINA

The cancellation section of this Contract is amended to include the following:

If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Contract to us.

TEXAS

All unresolved complaints concerning us or questions concerning the regulation of service agreement providers may be addressed to the Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, TX 78711, Tel. (800) 803-9202.

Pursuant to Section 1304.158, you may request reimbursement directly from the insurer if a refund or credit is not paid before the 46th day after the date on which the Contract is returned to the Administrator.

The cancellation section of this Contract is amended to include the following: If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made before the 46th day after the date the Contract is returned to us.

UTAH

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department Coverage afforded under this Contract is not guaranteed by the Utah Property and Casualty Guaranty Association. The Contract purchase price is payable, in full, at the time of purchase. The Emergency Repairs section of this Contract is amended to include the following: You should report your repairs as soon as reasonably possible to the Administrator.

If applicable, in accordance with Utah R590-122-4, the arbitration section of this Contract is amended as follows: Venue cannot be in a place further from the residence of the insured than the nearest location of a State Court of General Jurisdiction.

Within the Cancellation/Renewal section of this Contract, the following is added: The Provider of this Service Contract may cancel this agreement with written notice to the Contract Holders last known address with at least 30 days notice of such cancellation for the following reasons: (1) material misrepresentation related to the Vehicle; (2) substantial change in the risk assumed, unless the Provider has reasonably foreseen the change or contemplated the risk when entering into this Service Contract; (3) extensive breach of duties, conditions, or warranties by the Contract Holder relating to the Vehicle; (4) suspension or revocation of the Contract Holders driver's license. A 10 day notice will be given for non-payment cancellations.

WISCONSIN

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WYOMING

The cancellation section of this Contract is amended to include the following:

If this Contract is originally delivered to you by mail, you may cancel this Contract within 20 days after the date the Contract was mailed to you and receive a full refund of the Contract price provided no claim has been made under the Contract. If a full refund is due to you under this Contract, a 10% penalty per month will be added to the refund if it is not made within 45 days of return of the Contract to us. Furthermore, any refund shall show the name of the purchaser with the lienholder as an additional payee only.

Arbitration and Resolution of Disputes for Contracts issued in Wyoming: Article 19, Section 8 of the Constitution of the State of Wyoming prohibits final and binding arbitration. Therefore, any proceedings and decisions will comply with the Wyoming Arbitration Act. Wyoming law will be applicable to any Contract issued in Wyoming.

CUSTOMER

33204

PENDING

WAYNE

06/20/17

PQ1803
CHR

ERIC PLANTE

2	0	68067516-AF	ABSBK KIT	17023001	Q	134.00	134.00	268.00
4	0	52060429-AC	COVER SHO	17023055	Q	1.75	1.75	7.00
2	0	52060431-AE	BUSHING S	17011017	Q	5.00	5.00	10.00
2	0	52060430-AG	BUSHING S	17011017	DRW45	2.25	2.25	4.50
2	0	6104717-AA	NUT HEX F	17015030	DRW36	3.45	3.45	6.90
1	0	52126317-AC	SPRING FR	17012004	218E	91.25	91.25	91.25
1	0	52126317-AC	SPRING FR	17012004	218E	91.25	91.25	91.25
2	0	68067515-AD	ABSBK PKG	17023001	Q	135.00	135.00	270.00
2	0	68004458-AA	SPRING	17012004	218E	64.50	64.50	129.00
1	0	52123551-AA	SHAFT DRI	02510003	MUFFRK	799.00	799.00	799.00
SEE STEVE								
1	0	68008523-AA	RETAINER	02010060	114E	34.45	34.45	34.45
1	0	68003270-AA	SEAL AXLE	02010066	BIN2	30.75	30.75	30.75
1	0	83503064	BEARING A	02011087	107J2	77.60	77.60	77.60
1	0	83503077	RING AXLE	02003004	107J2	39.70	39.70	39.70
4	0	68003275-AA	NUT HEX F	18050022	DRW73	6.70	6.70	26.80

CUSTOMER COPY

Stock (6.0) RR AXLE seal (1.2)
 Align 99.95 front Axle seals (3.5)
 Radiator flush coolant.

** PRICE QUOTE **
 11:58:50 PAGE 1 OF 2
 NET503

33204

PENDING

WAYNE

06/20/17

PQ1803
CHR

ERIC PLANTE

(2.5)

2284.35
RESTOCK CHARGE 0.00
TAX 159.90
FREIGHT 0.00

CUSTOMER COPY

2444.25

** PRICE QUOTE **
11:58:50 PAGE 2 OF 2
NET503

33204

PENDING

WAYNE

06/20/17

PQ1803
CHR

ERTC DIANTE

2	0	68004090-AA GUIDE AXLE 02011086	BIN2	3.45	3.45	6.90
2	0	68304271-AA SEAL AXLE 02010066	BIN2	20.70	20.70	41.40
1	0	5013477-AC SEALANT R 01081003	SHELF1	22.20	22.20	22.20
1	0	68218041-AA LUBE GEAR 01081033	FS1A	13.70	13.70	13.70
1	0	68143886-AA RADIATOR 07011003	212D	290.00	290.00	290.00
1	0	68048953-AB ANTIFREEZ 01081004	FS1F	23.95	23.95	23.95

2284.35
RESTOCK CHARGE 0.00
TAX 159.90
FREIGHT 0.00

ACCOUNTING COPY

2444.25

** PRICE QUOTE **
11:58:50 PAGE 2 OF 2
NET503

Autocap Case Record

Case #
047-17

Date Received
06/22/2017

Closed Date
7 /11/2017

Consumer-FIRSTN
Bachishoga

Consumer-LASTNAM
Ruboneka

Date Acknowledged
7 /11/2017

Consumer Respons

Complaint Type
Service

Purchase Date

Year/Make Model

2011 Chevrolet Traverse

Mileage

Price Sold

As Is
☐

Member Name

**Shearer Chevrolet, Buick, GMC
Cadillac**

Member Contact

Steve Dinco

Member Response Due

7 /17/2017

Resolution Process
Staff

Panel
☐

Referred to

Resolution
Consumer

Case Notes

7/10 - Rec'd dealers response
7/11 - Forwarded to consumer and closed

Notes (Summary)

Consumer states that he purchased a vehicle from private dealer and took it to Shearer Chevrolet to inspect vehicle prior to sale. No problems found and consumer continued to purchase from private dealer. After purchase electronic power steering failed and brought it back to Shearer to fix it. Once fixed and picked up the mechanic who test drove the vehicle had the engine break down. Dealer was able to get General Motors to cover all costs to fix.



AUTOMOTIVE CONSUMER ACTION PROGRAM

July 11, 2017

AUTOCAP Case # 2017-04454

Bachishoga Ruboneka

Dear Mr. Ruboneka,

AUTOCAP is in receipt of your complaint against Shearer Chevrolet Buick regarding your 2011 Chevrolet Traverse. We have also received the attached email from Mr. Dinco, General Manager with Shearer Chevrolet Buick stating, with the help of General Motors, your vehicle has been fixed and returned to you. Therefore, we will be closing your case as of today and a copy sent to the Consumer Assistance Program office where you originally filed your complaint.

Sincerely,

A handwritten signature in cursive script that reads "Kim Gauthier". The signature is fluid and extends to the right.

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

From: Steve Dinco <steved@shearervt.com>
To: 'Kim Gauthier' <vtautocap@aol.com>
Subject: RE: Ruboneka, Bachishoga (Shearer Chevrolet Buick GMC Cadillac) CAP VT #2017-04454
Date: Mon, Jul 10, 2017 3:04 pm

Hi Marilyn,

We have worked with General Motors to help this customer... The customer had us look at an older high mileage Traverse before he bought it private sale. We told him that the vehicle appeared to be in good working order. After he bought the vehicle he had a problem with it and brought it to us for repair. When our technician went to road test the vehicle after he completed the repair (not engine related) the engine quit. We explained to him that this could happen at any time and there is no way to have seen it coming on an older, high mile vehicle. We took it upon ourselves to ask GM for help... They offered him a replacement motor (brand new normally \$10,000) for \$2500 installed. He accepted the offer and we replaced the motor on behalf of GM. While we were replacing the motor, we found 2 other issues that we fixed at no additional cost to him. We feel he has been extremely well "helped" with his vehicle repairs. He seems to be happy with the outcome at this time.

Thanks
Steve Dinco
GM Shearer Chevrolet Buick GMC Cadillac

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Friday, July 7, 2017 9:44 AM
To: steved@shearervt.com; wrs@shearerauto.com
Subject: Fwd: Ruboneka, Bachishoga (Shearer Chevrolet Buick GMC Cadillac) CAP VT #2017-04454

Dear Steve and Bill,

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

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

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

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

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

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

From: AGO CAP <ago.cap@vermont.gov>
Sent: Tuesday, June 20, 2017 5:45 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Bachishoga
Your Last Name	Ruboneka
Confirmation Number	WB17-00578
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	40
I am a...	Vulnerable Adult
What is the name of your business?	N/A
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	Shearer Chevrolet buick GMC cadillac

Person's First Name	
Person's Last Name	Mechanic service department
Business Phone (1)	8026581111
Business Phone (2)	8026510256
Phone (2) Type	Office
Business Address	1675 shelburne Rd,
Business City	South Burlington
Business State	VT
Business Zip Code	05403
Description	<p>I was looking to buy a SUV 7seats,I found one, at private dealer model Chevrolet Traverse 2011, but before I buy it,I call Chevrolet south Burlington to check the car for me because I trust they service and they told me I have to pay one hour fee for labor I accept,I brought the car to them ,they check for me they told me the car is ok (fine)only just little stuff witch is not mager problem ,which i found I can afford get fixed.and I finally buy the car to the private dealer they did not give me any guaranty ,the second week when I was driving I feel the steering was little heavy I stop to Handy to ask them if it need oil and they check ,they said it need to be fixed by Chevrolet because with the VIN number it show it covered by extended guaranty and it electronic power steering failier I call Chevrolet they said to bring in ,if it meet those requirements I do not need to pay if not I have to pay again one hour labor for check again , I said ok I drive my car wednesday for them to work on Thursday ,at 3 :00pm I call to ask ,they told me it been cover by the guaranty I can pick it up by the end of the day,so when it get 5 :15pm I call them again and that the problem start ,they said they fixed that power steering but when one of mechanic try to test the car the car end up to stop in middle of road the engine break down, at this point it may cost me few thousand dollars if I can come to take it and bring somewhere else . I said your mechanic broke my car and I need my car to be drive out like I drive in . Now they propose me to pay alpha of a new engine which it may cost me around 5000\$ and I do not have that money I just told them I use all my taxe retourn money I aspect a new baby in 3 weeks a 4th baby that why I did need car for more seats in order to feet in , I believe they did same mistake when they did work on because that car even handy are witness never sens bud everything was run good except that power steering problem. Please I need the right to be right , I need my car in run like I had.it cost me around 10000\$ I call them to give me they manager e- mail they don't give me .they told me it could happen to me too I said did not happen to me so I cannot be responsable for what I did not do.</p>
Amount of loss:	10000\$
How would you like this matter to be resolved?	I need my car drivable back , justice to be serve ,I cannot be victime on they machanic mistake .

Incident Date	6/15/2017 12:00:00 AM
----------------------	-----------------------

(no subject) (ID 147051)

From: Christy Morales <christy.morales@toyota.com>
Sent: Wednesday, August 02, 2017 10:19 AM
To: AGO - CAP
Attachments: Black Response 7 24 17.pdf

Ms. Beaulieu,

Attached is our July 24, 2017 response to Ms. Black's complaint.

Thank you,
Christy

Christy Morales
Toyota/Lexus Financial Services | Executive Administrator
(310)468-4227 office
(310)381-4752 fax
christy_morales@toyota.com
9/80 Schedule B

This email message is intended only for the addressee(s) and contains information that may be confidential and/or copyrighted. If you are not the intended recipient please notify the sender by reply email and immediately delete this email. Use, disclosure or reproduction of this email by anyone other than the intended recipient(s) is strictly prohibited.

TFS will be encrypting emails that contain qualifying criteria. Should you receive an encrypted email, please follow the instructions provided within the email; you will then be able to access that email as well as all future encrypted emails with your registered credentials.

From: Charlene Black <
Sent: Thursday, June 22, 2017 11:38 AM
To: AGO - CAP
Subject: Charlene Black

 IMG_2011.JPG

 IMG_2012.JPG

6/22/17

Addressed to the Attorney General, or whomever this may concern:

Good day. My name is Charlene Black. I am a resident of Morrisville and a grandmother of three. I am contacting you today because I've recently been billed "unpaid lease chargers" from the Toyota Company, that I can confidently assure are undue.

I recently turned in my red 2014 Scion XD to my local dealership after I had finished paying off the lease. This car had around 6,000 miles on it, and was in impeccable condition. To my greatest surprise I've just received this bill, totaling \$921.59. In the invoice, the company demanded \$539.24 in "excessive wear charges", which I later found out meant they were unsatisfied with the condition of the tires on the vehicle, and \$350.00 as a "Disposition" fee, meaning I am being charged to take the vehicle to an auction house.

Being that I found these charges and claims wildly unjust, I called both Toyota's Financial Services in Atlanta, Georgia, and Iowa. Both threatened me, saying if I did not pay this bill, they would ruin my credit. They claimed the charge for the tires was due to the fact they did not fit, and because they were not Toyota brand. I later called the tire company, which assured me that 205 tires were safe and secure on a 195 car. I had owned the vehicle for 3 years, and had no issue when driving it. In any case, I don't believe it is my concern if the car is fully paid off, and documented in the company's hands.

I have been a loyal, timely, and reliable costumer for many years, and this is the result of my dedication and commitment to Toyota. I hope you can help me in this predicament, or direct me to someone who can. I've attached a picture of the bill for your convenience.

Thank you kindly for your time and consideration.

Charlene Black

Phone: _____



P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490

ACCOUNT NUMBER: 02-0382-KT243
DESCRIPTION OF VEHICLE: 2014 TOYOTA
SCION XD
VEHICLE IDENTIFICATION NUMBER: JTKKUPB40E1042927

06/15/17

MB 01 000699 85168 E 7 A

Please be sure the address appears in the return envelope.

TOYOTA FINANCIAL SERVICES
P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490



Dear BLACK CHARLENE:

Thank you for your valued business, and for returning your leased vehicle to BERLIN AUTOMOTIVE TI INC. on 5/24/17. Your vehicle had excess mileage and/or wear as defined by your lease agreement or you have some unpaid lease charges, or both.

Unpaid Lease Payments:	\$	0.00
Unpaid Late Charges:	\$	0.00
Unpaid Miscellaneous Receivables:	\$	0.00
Excessive Wear and Use:	\$	539.24 T
EWU Protection Plan Coverage:	\$(0.00)
Excessive Mileage Charge:	\$	0.00 T
Disposition Fee:	\$	350.00

T means taxable.

Subtotal	\$	889.24
Sales Tax at 6.000 %	\$	32.35
Total Excessive Wear, Use, Mileage and Sales Tax:	\$	921.59
Other: N/A	\$	0.00
Amount Collected When Vehicle Returned:	\$(0.00)
Security Deposit / Reconditioning Reserve:	\$(0.00)
Total Amount Due by 7/5/2017	\$	921.59



1800-874-8822
Attention: Mr. [Name]
Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC).
TMCC is the authorized attorney-in-fact and servicer for Toyota Lease Trust (TLT).

Page 1 of 2

DMS 6152 0000

 TOYOTA

P.O. BOX 1880

CEDAR RAPIDS, IA 52407-1880

ACCOUNT NUMBER: 02-0382-KT243

DESCRIPTION OF VEHICLE: 2014 TOYOTA

SCION XD

VEHICLE IDENTIFICATION NUMBER: JTKKUPB40E1042927

To access a copy of the excess wear and use detailed inspection report online, please visit www.AutoVINlive.com. You will need the Vehicle Identification Number (VIN) and your lease account number (no dashes).

Please pay the Total Amount Due by (a) sending your check with account number to the address shown above or (b) contacting us at our toll free number to pay by phone. If you pay by check, please write your account number on the check and allow 7 to 10 days to allow payments to post to your account.

Note: that this communication is an attempt by Toyota Financial Services to collect a debt and any information obtained will be used for the purpose of collecting the debt.

Sincerely,

Toyota Financial Services
(800) 874-8822
8am-5pm, Monday to Friday

We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit history.

Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC).
TMCC is the authorized dealer, lessor and servicer for Toyota Lease Trust (TLT).

Page 2 of 2

IMG 0152 (01).777

June 24/17
Charlene Black

you have previous letter.

sending a letter to go along
with my complaint to Toyota

I was on maintenance program
with lease never was I ever
told about the tires when
they inspected car.

Also I was not informed
when the return of my lease
car. I should be ~~notified~~ ^{notified} for
the return inspection of
car. It was not done when
I brought car back. They
told me someone from Toyota
would do the inspection.

Attorney General's Office
Montpelier VT.

Fax - 802-304-1014

828-3171



P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490

ACCOUNT NUMBER: 02-0382-KT243
DESCRIPTION OF VEHICLE: 2014 TOYOTA
SCION XD
VEHICLE IDENTIFICATION NUMBER: JTKKUPB40E1042927

06/16/17

MB 01 000693 66962 B 7 C



BLACK, CHARLENE

Please be sure this address appears in the return envelope:

TOYOTA FINANCIAL SERVICES
P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490



Dear BLACK, CHARLENE:

Thank you for your valued business, and for returning your leased vehicle to 802 TOYOTA on 5/24/17. Your vehicle had excess mileage and/or wear as defined by your lease agreement or you have some unpaid lease charges, or both.

Unpaid Lease Payments:	\$	179.05
Unpaid Late Charges:	\$	0.00
Unpaid Miscellaneous Receivables:	\$	0.00
Excessive Wear and Use:	\$	539.24 T
EWU Protection Plan Coverage :	\$(0.00)
Excessive Mileage Charge:	\$	0.00 T
Disposition Fee:	\$	350.00

T means taxable.

Subtotal	\$	889.24
Sales Tax at 6.000 %	\$	32.35
Total Excessive Wear, Use, Mileage and Sales Tax:	\$	921.59
Other: N/A	\$	0.00
Amount Collected When Vehicle Returned:	\$(0.00)
Security Deposit / Reconditioning Reserve:	\$(0.00)
Total Amount Due by 7/6/2017	\$	1,100.64



Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC).
TMCC is the authorized attorney-in-fact and servicer for Toyota Lease Trust (TLT).



P.O. BOX 9490
CEDAR RAPIDS, IA 52409-9490

ACCOUNT NUMBER: 02-0382-KT243

DESCRIPTION OF VEHICLE: 2014 TOYOTA
SCION XD

VEHICLE IDENTIFICATION NUMBER: JTKKUPB40E1042927

To access a copy of the excess wear and use detailed inspection report online, please visit www.AutoVINLive.com. You will need the Vehicle Identification Number (VIN) and your lease account number (no dashes).

Please pay the **Total Amount Due** by (a) sending your check with account number to the address shown above or (b) contacting us at our toll free number to pay by phone. If you pay by check, please write your account number on the check and allow 7 to 10 days to allow payments to post to your account.

Note that this communication is an attempt by Toyota Financial Services to collect a debt and any information obtained will be used for the purpose of collecting the debt.

Sincerely,

Toyota Financial Services
(800) 874-8822
8am-5pm, Monday to Friday

We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



Toyota Financial Services is a service mark of Toyota Motor Credit Corporation (TMCC).
TMCC is the authorized attorney-in-fact and servicer for Toyota Lease Trust (TLT).



Office of the President and
Chief Executive Officer
19001 South Western Avenue
Torrance, CA 90501
(800) 874-8822 ext. 39479

July 24, 2017

Ms. Annalee Beaulieu
State of Vermont
Office of the Attorney General
109 State Street
Montpelier, VT 05609

Re: Ms. Charlene Black
File # 2017-04481
Account # 02-0382-KT243

Dear Ms. Beaulieu,

The Executive Office of Toyota Financial Services (TFS) is responding to a complaint filed by Ms. Charlene Black concerning the receipt of her Excessive Wear and Use bill (EWU).

Our records confirm that we waived the disposition fee charge in the amount of \$350.00 as a gesture of goodwill based on customer loyalty. Additionally, we have applied the portion that we received from your Excessive Wear and Use Protection in the amount of \$729.46 to reduce your (EWU) bill balance.

We ask that Ms. Black please contact our Recovery Customer Service Department at 800-826-9467 to satisfy the balance of her EWU bill.

Sincerely,

A handwritten signature in black ink, appearing to read "AC" followed by a stylized flourish.

Adrian Chatman
Executive Administrator

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**

January 25, 2018

Charlene Black

Re: 2017-04481

Dear Charlene Black:

Enclosed is a copy of a letter from the business named in your complaint. According to the letter a proposal has been offered. Please review the letter and contact our office in writing indicating if you consider this matter resolved or if you wish to dispute the terms of the agreement.

If you have any further questions, please contact us again.

Thank you.

Sincerely,

Annalee Beaulieu
Consumer Advisor

From: AGO CAP <ago.cap@vermont.gov>
Sent: Thursday, June 22, 2017 11:00 AM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Lance
Your Last Name	Polya
Confirmation Number	WB17-00587
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Age	72
I am a...	Senior
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Poulin Auto Sales
Person's Last Name	Poulin
Business Phone (1)	(802) 278-4034
Phone (1) Type	Office
Business Address	1795 Shelburne Rd.
Business City	South Burlington
Business State	VT
Business Zip Code	05403
Is your complaint about a vehicle you purchased?	No

Description	Called number above to be removed from mailing list of flyers constantly received in postal mail for giveaway sweepstakes. Receptionist said that only can be removed if I give them my social security number. This sounds very suspicious to me.
How would you like this matter to be resolved?	To be removed from their mailing list w/o revealing my SSN
Incident Date	6/22/2017 12:00:00 AM

Polya, Lance (Poulin Auto Sales) CAP 2017-04533 (ID 145287)
From: AGO - CAP
Sent: Monday, July 03, 2017 10:59 AM
To:
Subject: Polya, Lance (Poulin Auto Sales) CAP 2017-04533

July 3, 2017

Re: 2017-04533 Business: Poulin Auto Sales

Dear Lance Polya:

Because our office received updated contact information for the business, we resent a copy to the business asking it to contact you within 7 days to resolve this problem. We have also asked the business to notify us of the action it takes. Your complaint and the business response will become part of our public record for six years. It is our experience that two of every three complaints are successfully resolved through this procedure.

In 14 days, please update us on the complaint status by using the Online Response Form on our website, uvm.edu/consumer, or submit a written response. Please note, upon receipt of your update we may do one of the following:

1. If you indicate that your complaint was resolved, we will close the file accordingly.
2. If you indicate that the business has not contacted you, we will contact the business again on your

behalf.

3. If you indicate that the business contacted you but your complaint remains unresolved, the action we

take will depend in great part on the business response. If the response is unsatisfactory,

we may pursue this matter further. If your complaint is not appropriate for further action on our part, we

may refer you to small claims court or suggest that you consult a private attorney.

Thank you for bringing your complaint to our attention.

Sincerely,

Crystal Baldwin
Consumer Advisor

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

EMAIL: ago.cap@vermont.gov
PH: (802) 656-3183 or (800) 649-2424 (toll free from VT phone)
FAX: (802) 304-1014

From: AGO CAP <ago.cap@vermont.gov>
Sent: Tuesday, June 20, 2017 3:36 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Alex
Your Last Name	Morgan
Confirmation Number	WB17-00577
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	29
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Poulin Auto Sales
Business Phone (1)	802-278-4034
Phone (1) Type	Office
Business Phone (2)	(802) 859-0090
Business Address	1795 Shelburne Rd

Business City	South Burlington
Business State	VT
Business Zip Code	05403
Business Website/URL	http://www.poulinautosales.com/
Is your complaint about a vehicle you purchased?	No
Description	<p>I received a 'sweepstakes' style advertisement mailer unsolicited from Poulin Auto Sales, which seems to date back to 2013 at least. It claims I won a prize, has a scratch-off 'winning code' and pull tabs for six prizes including \$25k cash with codes underneath, and says if the code matches the winner you've won! But they mean only that I've won something, TBD upon visiting the car dealership and speaking with a sales person, who will then hand me a \$5 Wal-Mart gift card (based on the 39,995 out of 40,000 odds listed in the terms) and try to sell me a new car.</p> <p>I asked the person who answered the number what the scam was, since it's overtly suspicious, and noted that I definitely don't want to buy a car. He said only that 'he can't tell me what I've won' but 'don't worry there's no purchase necessary'. He said I'd have to make an appointment and go down. He didn't divulge that I will be sorely disappointed when I claim what I thought was a \$500 gift card prize and instead get \$5 and hassled to buy a car.</p> <p>This is really just an annoyance and I assume it's vaguely legal, so I don't want to waste your time, but felt compelled to send this in, in case the hundreds or thousands of others who got the same mailer are more severely misled. I also a news report of Poulin doing this in 2013, and reviews mentioning it in 2015. If it could be outlawed, I'd be all for it. Same goes for sending me unsolicited mail in general and making me throw out their recycling/garbage for them.</p>
Amount of loss:	0
How would you like this matter to be resolved?	A stern reprimand and prohibition on misleading advertisements/unsolicited mail
Incident Date	6/20/2017 12:00:00 AM

Morgan, Alex (Poulin Auto Sales) CAP 2017-04542 (ID 144634)
From: AGO - CAP
Sent: Monday, June 26, 2017 11:10 AM
To: '
Subject: Morgan, Alex (Poulin Auto Sales) CAP 2017-04542

Dear Alex Morgan:

Thank you for your letter of complaint. We will keep this information on file for six years. As a public record, it will be available to any individual who requests it. It may also be used to determine the priorities of this office in enforcing Vermont's Consumer Protection Law.

We have asked the business to respond to our office regarding the concerns raised in your complaint.
Sincerely,

Crystal Baldwin
Consumer Advisor

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

EMAIL: ago.cap@vermont.gov
PH: (802) 656-3183 or (800) 649-2424 (toll free from VT phone)
FAX: (802) 304-1014

From: Lisa Laberge ·
Sent: Wednesday, June 21, 2017 6:52 AM
To: AGO - CAP
Subject: Scam Report

Hi

Poplin Auto is at it again. I see articles reporting on their ads but I just got another one.

It says "I won " but in the very very tiny print it says prizes are determined by a pin.

It also says online that the odds of winning must be posted but they are not. It also states you must go to the store to see all terms.

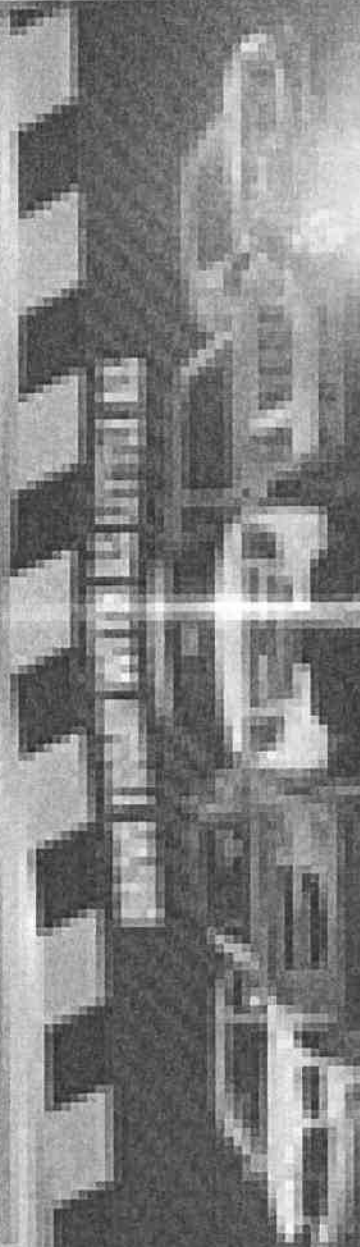
Is there nothing you can do?

Sincerely,

Lisa LaBerge



CLEARING OUT



\$0 DOWN PAYMENT

BUY FROM

\$999

25% OFF

BUY FROM

299% APR

10% OFF

10% OFF

10% OFF

START

10

10

10

10



WATCH BIG WIN BIG ON ANY POUNCE AUDIO

IF YOU HAVE A POUNCE AUDIO
OR HUNTER AUDIO

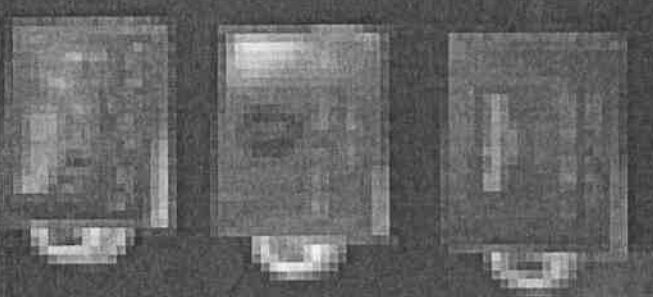
ONLY \$199.95
CASH OR CREDIT

WAITING FOR A POUNCE AUDIO

CALL 1-800-888-8888

POUNCE AUDIO
HUNTER AUDIO
1-800-888-8888

INSTALLATIONS!
CALL 1-800-888-8888



LeBerge, Lisa (Poulin Auto Sales) CAP 2017-04543 (ID 144636)
From: AGO - CAP
Sent: Monday, June 26, 2017 11:31 AM
To: '
Subject: LeBerge, Lisa (Poulin Auto Sales) CAP 2017-04543

RE: 2017-04543

Dear Lisa,

Thank you for your letter of complaint. We will keep this information on file for six years. As a public record, it will be available to any individual who requests it. It may also be used to determine the priorities of this office in enforcing Vermont's Consumer Protection Law.

We have asked the business to respond to our office regarding the concerns raised in your complaint.
Sincerely,

Crystal Baldwin
Consumer Advisor

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

EMAIL: ago.cap@vermont.gov
PH: (802) 656-3183 or (800) 649-2424 (toll free from VT phone)
FAX: (802) 304-1014

2017-04544

Eugene L. Tofferi

CAP	
Received Date	_____
Complaint No.	_____
Date Scanned	_____
By	_____

To: Consumer Assistance Program

146 University Place

Burlington, VT 05405

Complaint:

Poulin Auto Sales sent me a flyer where in you match numbers on the flyer, which mine did and it implied I won \$500.00.

Went to the dealer on Shelburne Road and they admitted I had won and they would run my pin number 175-969-227 on their computer system. The system was a hand help phone programmed like a slot machine, you spin the wheels and the amount or total of prize is determined at that time.

My take, my number match says I won, the \$500.00 amount via a Walmart credit. See attached flyer with above pin number..

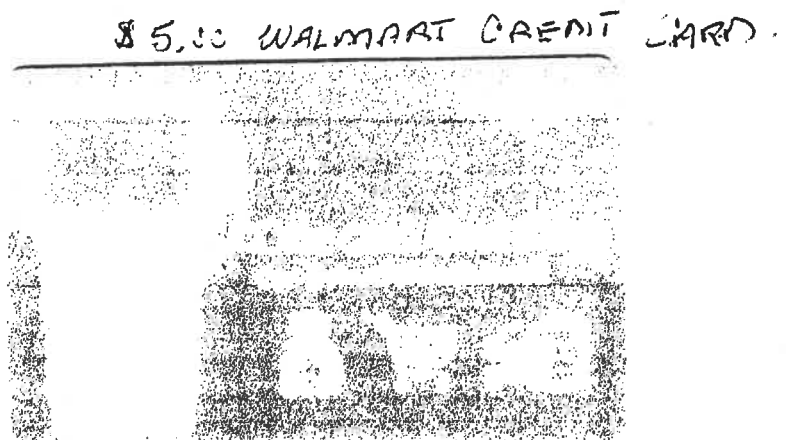
After spinning the wheels, The prize turned out to be \$5.00 per the slot machine.

I would like assistance in collecting the \$500.00 amount.

If this is not possible, I would like the attorney generals office to investigate and shut down what I call very deceptive advertising. In the box besides the front office desk there was a cardboard box more than half full of these entries. Were the people who drove down to see if they won a prize surprised as I was. Thanks in advance for your help!

Eugene L. Tofferi
Eugene L. Tofferi

Tele: _____



AutoCredit
 POSTMASTER: U.S. POSTAGE PAID
 IN HOME DATE: 06-20-2011
 PO BOX 1817 - SUMMIT, VT 05488

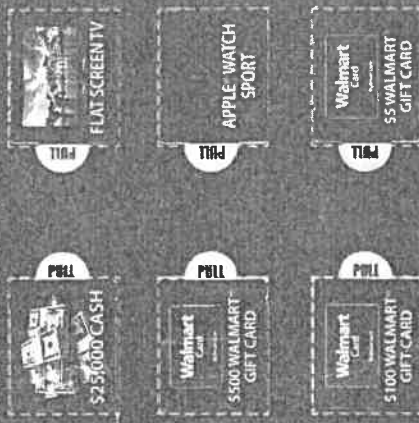
YOUR PIN: 175-969-237



EUGENE TOFFERI
 OK, CURAANT RESIDENT

436
 575 Pg#

IF YOUR NUMBERS MATCH THE WINNING NUMBER!
CONGRATULATIONS!
 CALL (802) 278-4034 IMMEDIATELY.
 HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!



Bring the mailer to the site during event hours and your OFFICIAL PIN, located above your address, will be used with our prize redemption software to determine your prize!

HAVE A MATCH? CALL IMMEDIATELY:

(802) 278-4034 HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!

THEN PROCEED TO THE EVENT TO CLAIM YOUR PRIZE!

MUST USE PIN TO DETERMINE ACTUAL PRIZE!

WATCH & WIN BIG!

POULIN AUTO SALES

IF YOU HAVE A MATCHING SET OF NUMBERS, YOU HAVE WON!**

OVER \$226,300 IN CASH! PRIZES! GIFTS! WAITING TO BE AWARDED!

4007 WINNER

IS IT YOU?
 ONE LUCKY RESIDENT IN THE AREA HAS WON \$25,000 CASH!

\$25,000 GIVEAWAY!



POULIN AUTO SALES

1795 Shelburne Road • South Burlington, VT 05403
CALL TODAY! (802) 278-4034

WEDNESDAY JUNE 21
 THURSDAY JUNE 22
 FRIDAY JUNE 23
 SATURDAY JUNE 24
 SUNDAY JUNE 25
 MONDAY JUNE 26



myAutoCredit
Visit www.AutoCredit.com
The Fast & Easy Credit Check
PO BOX 101 - SORELY, VT 05776

POSTMASTER-
RETURN TO: 436

TIME SENSITIVE
IN HOME DATE:
06/20/2017

PAID
U.S. POSTAGE
\$4.00
#436

YOUR PIN: 175-989-227

175989227

EUGENE TOFFER
4007 WINNER
4007 WINNER

436
S75 P866

IF YOUR NUMBERS MATCH THE WINNING NUMBER!

CONGRATULATIONS!

CALL (802) 278-4034 IMMEDIATELY.

HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!



\$25,000 CASH



FLAT SCREEN TV



\$500 WALMART
GIFT CARD



APPLE WATCH
SPORT



\$100 WALMART
GIFT CARD



\$5 WALMART
GIFT CARD

Bring the mailer to the sale during event hours and your OFFICIAL PIN, located above your address, will be used with our prize redemption software to determine your prize!

HAVE A MATCH? CALL IMMEDIATELY:

(802) 278-4034 HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!

THEN PROCEED TO THE EVENT TO CLAIM YOUR PRIZE!

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IS IT YOU?
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\$25,000 GIVEAWAY!

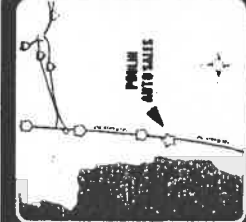


POULIN AUTO SALES

1795 Shelburne Road • South Burlington, VT 05403

CALL TODAY! (802) 278-4034

WEDNESDAY JUNE 21 10am - 6pm
THURSDAY JUNE 22 10am - 6pm
FRIDAY JUNE 23 10am - 6pm
SATURDAY JUNE 24 10am - 6pm
SUNDAY JUNE 25 12pm - 5pm
MONDAY JUNE 26 10am - 6pm



AutoCredit
 PUMMASTER-
 TIME SENSITIVE!
 IN HOME DATE:
 06/24/2017
 PO BOX 162 - SOMERSET, VT 05706

YOUR PIN: 175-995-227

*****ECRWS**C056

EUGENE TOFFERI
 OK CURRENT RESIDENT

436
 575 POF

IF YOUR NUMBERS MATCH THE WINNING NUMBER!
CONGRATULATIONS!
 CALL (802) 278-4034 IMMEDIATELY.
 HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!



IF YOU HAVE
 A MATCH CALL
 (802) 278-4034
 IMMEDIATELY!

Bring the maker to the sale during event hours and your OFFICIAL PIN, located above your address, will be used with our prize redemption software to determine your prize!

HAVE A MATCH? CALL IMMEDIATELY:
(802) 278-4034 HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!
THEN PROCEED TO THE EVENT TO CLAIM YOUR PRIZE!

MUST USE PIN TO DETERMINE ACTUAL PRIZE!

WATCH & WIN BIG!

POULIN AUTO SALES

IF YOU HAVE A MATCHING SET OF NUMBERS, YOU HAVE WON! **

OVER \$226,300 IN CASH! PRIZES! GIFTS! WAITING TO BE AWARDED!

\$25,000 GIVEAWAY!



IS IT YOU? ONE LUCKY RESIDENT IN THE AREA HAS WON \$25,000 CASH!

4007 WINNER



POULIN AUTO SALES

1795 Shelburne Road • South Burlington, VT 05403
CALL TODAY! (802) 278-4034

WEDNESDAY JUNE 21 12:00 PM - 5:00 PM
 THURSDAY JUNE 22 12:00 PM - 5:00 PM
 FRIDAY JUNE 23 12:00 PM - 5:00 PM
 SATURDAY JUNE 24 12:00 PM - 5:00 PM
 SUNDAY JUNE 25 12:00 PM - 5:00 PM
 MONDAY JUNE 26 12:00 PM - 5:00 PM



AutoCredit
 PO BOX 162 - SORRENTO, VT 05776

**POSTMASTER -
 THE SENSITIVE
 IN HOME DATE:**
 06/20/2017

U.S. POSTAGE
 PAID
 PERMIT NO. 127


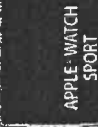


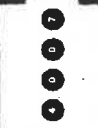

YOUR PIN: 175-989-227

**EUGENE TOFFER
 OK CURRENT RESIDENT**

*****ECRWSS**C056

436
 S75 P666

**IF YOUR NUMBERS MATCH THE WINNING NUMBERS!
 CONGRATULATIONS!
 CALL (802) 278-4034 IMMEDIATELY.
 HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!**

 FLAT SCREEN TV	 APPLE WATCH SPORT	 \$5 WALMART GIFT CARD
 \$25,000 CASH	 \$100 WALMART GIFT CARD	 \$50 WALMART GIFT CARD

**IF YOU HAVE
 A MATCH CALL
 (802) 278-4034
 IMMEDIATELY!**

Bring the mailer to the sale during event hours and your OFFICIAL PIN, located above your address, will be used with our prize redemption software to determine your prize!

**HAVE A MATCH? CALL IMMEDIATELY:
 (802) 278-4034 HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!**

**THEN PROCEED TO THE EVENT
 TO CLAIM YOUR PRIZE!**

MUST USE PIN TO DETERMINE ACTUAL PRIZE!

MATCH & WIN BIG!

POULIN AUTO SALES

IF YOU HAVE A MATCHING SET OF NUMBERS, YOU HAVE WON!**

OVER \$226,300 IN CASH! PRIZES! GIFTS! WAITING TO BE AWARDED!

4007 WINNER!

\$25,000 GIVEAWAY!

**IS IT YOU?
 ONE LUCKY RESIDENT IN THE AREA HAS WON \$25,000 CASH!**

Walmart Card
\$50 WALMART GIFT CARD

Walmart Card
\$100 WALMART GIFT CARD

Walmart Card
\$500 WALMART GIFT CARD

APPLE WATCH SPORT

FLAT SCREEN TV

\$25,000 CASH

POULIN AUTO SALES

1795 Shelburne Road • South Burlington, VT 05403

CALL TODAY! (802) 278-4034

WEDNESDAY JUNE 21 10am - 1pm
THURSDAY JUNE 22 10am - 1pm
FRIDAY JUNE 23 10am - 1pm
SATURDAY JUNE 24 10am - 1pm
SUNDAY JUNE 25 10am - 1pm
MONDAY JUNE 26 10am - 1pm

POULIN AUTO SALES



CUSTOMER DOWN PAYMENT ASSISTANCE BONUS

PAY THE SUM

OF UP TO:

Two Thousand Seven Hundred Ninety-Seven Dollars and 00/100**

\$2,797.00

ISSUED
BY:

POULIN AUTO SALES

Available on pre-owned vehicles \$15,000 or higher. One voucher per vehicle transaction. Voucher not valid with any previously advertised price. Voucher has no cash value. Excludes tax, title, & license. Not to be combined with any other offers. Not a check. **DO NOT CASH. NON-NEGOTIABLE. OFFER EXPIRES JUNE 26, 2017.**

Poulin Auto Sales

256 98257-69 5002698 1021369025698 A

Authorized Signature

POULIN AUTO SALES

1795 Shelburne Road • South Burlington, VT 05403

CALL TODAY! (802) 278-4034

**WEDNESDAY
JUNE 21
8 PM - 9 PM**

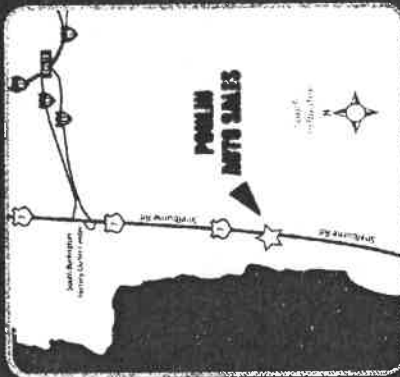
**THURSDAY
JUNE 22
9am - 8pm**

**FRIDAY
JUNE 23
9am - 8pm**

**SATURDAY
JUNE 24
8am - 6pm**

**SUNDAY
JUNE 25
12pm - 5pm**

MONDAY
JUNE 26
9am - 8pm

[illegible]

Code stamp for details. Photos for illustration purposes only. Delivery of vehicle uncertain. All used vehicles over 24,000cc cannot be combined with any other offer. Dealer not responsible for late postal deliveries. All offers valid through June 26, 2017. Contest and event sponsored: Pontiac Auto Sales.



POULIN AUTO SALES
1795 SHELburne ROAD
SOUTH BURLINGTON, VT 05403

CUSTOMER DOWN PAYMENT ASSISTANCE BONUS

PAY THE SUM

OF UP TO: **Two Thousand Seven Hundred Ninety-Seven Dollars and 00/100****

\$ **2,797.00**

ISSUED
BY:

POULIN AUTO SALES

Available on pre-owned vehicles \$15,000 or higher. One voucher per vehicle transaction. Voucher not valid with any previously advertised price. Voucher has no cash value. Excludes tax, title, & license. Not to be combined with any other offers. Not a check. DO NOT CASH. NON-NEGOTIABLE. OFFER EXPIRES JUNE 26, 2017.

256 98257-69 50002698 1021369025698 A

Poulin Auto Sales

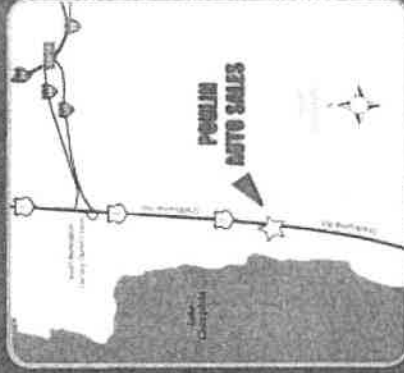
Authorized Signature

POULIN AUTO SALES

1795 Shelburne Road • South Burlington, VT 05403

CALL TODAY! (802) 278-4034

WEDNESDAY JUNE 21 8am - 6pm	THURSDAY JUNE 22 9am - 6pm	FRIDAY JUNE 23 9am - 6pm	SATURDAY JUNE 24 9am - 6pm	SUNDAY JUNE 25 12pm - 5pm	MONDAY JUNE 26 9am - 6pm
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(CUSTOMER DISCLOSURE: Customer responsible for all taxes, tag and fees. No purchase necessary. Purchase does not increase chance of winning. Void where prohibited. See complete rules available at the sale. Contest begins June 21, 2017 and ends June 26, 2017. Open to legal U.S. residents, age 18 or older with a valid driver's license who received an original mail piece via U.S. Mail. Employees of the sale, mail house, insurance company, associated sponsors or agencies and their family members and members of same household are ineligible. Address see must redeem original mail piece in person by close of business on June 30, 2017. Customer is responsible for all shipping, handling, federal, state and local taxes and processing fees. Personalized identification number (PIN) will be used with prize redemption software to determine prize. Prize cannot be determined over the phone. Prize #1 - \$25,000 Cash (A.R.V. \$25,000); Prize #2 - Flat Screen TV (A.R.V. \$399); Prize #3 - Apple Watch Sport (A.R.V. \$349); Prize #4 - \$500 Walmart Gift Card (A.R.V. \$500); Prize #5 - \$100 Walmart Gift Card (A.R.V. \$100); Prize #6 - \$5 Walmart Gift Card (Retail Value \$5); Prize #7 - \$5 Walmart Gift Card (Retail Value \$5). In the event of a prize win, the number match contest is void and no prizes will be awarded. In the event an error voids the contest, promotion will be re-run at a future date. All valid claimed prizes will be awarded. Any unclaimed prizes will not be awarded. Registered trademarks or service marks of Walmart and Apple are not affiliated with nor do they endorse this event. At dealer discretion, On used vehicles over \$15,000. Cannot be combined with any other offers. No payments until September 2017, on select models with approved financing through Citizens Bank, plus tax, title, license and doc fee. Interest accrues from date of purchase. See store for details. Photos for illustrative purposes only. Internet pricing not valid during event. Dealer not responsible for late postal deliveries. All offers valid through June 26, 2017. Contact and event sponsor: Poulin Auto Sales.

2017-04544

Eugene L. Tofferi

CAP	
Received Date	_____
Complaint No.	_____
Date Scanned	_____
By	_____

To: Consumer Assistance Program

146 University Place

Burlington, VT 05405

Complaint:

Poulin Auto Sales sent me a flyer where in you match numbers on the flyer, which mine did and it implied I won \$500.00.

Went to the dealer on Shelburne Road and they admitted I had won and they would run my pin number 175-969-227 on their computer system. The system was a hand help phone programmed like a slot machine, you spin the wheels and the amount or total of prize is determined at that time.

My take, my number match says I won, the \$500.00 amount via a Walmart credit. See attached flyer with above pin number..

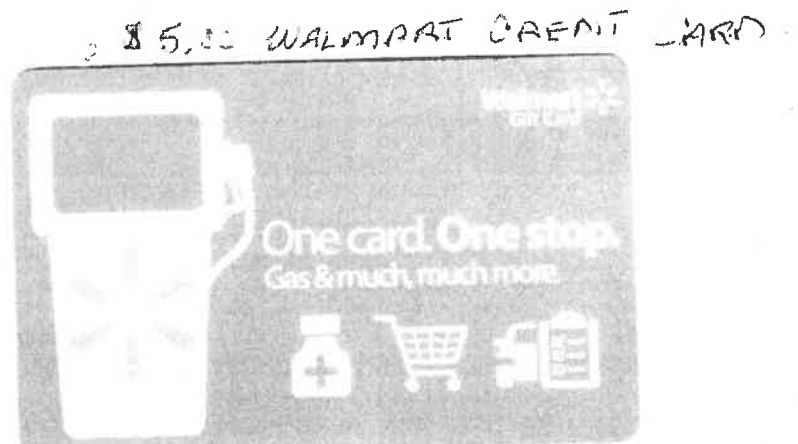
After spinning the wheels, The prize turned out to be \$5.00 per the slot machine.

I would like assistance in collecting the \$500.00 amount.

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Eugene L. Tofferi
Eugene L. Tofferi

Tele: _____



RE: Poulin Auto Sales Complaint (ID 146370)

From:
Sent: Thursday, July 20, 2017 1:30 AM
To: AGO - CAP
Subject: RE: Poulin Auto Sales Complaint

My correct address is:

Eugene I. Tofferi

Sent from XFINITY Connect Mobile App

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

From: AGO CAP@vermont.gov
To:
CC:
Sent: 2017-07-19 9:54:52 AM
Subject: RE: Poulin Auto Sales Complaint
Mr. Tofferi,

Our office has your address listed as 44 Peterson Terrace, Burlington, 05405 in our database. If you can provide us with the correct address, we will update our records.

Apologies for the error,

Danielle Shaw
Consumer Advisor

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

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

From: Hobson, Ted
Sent: Tuesday, July 18, 2017 4:42 PM
To: AGO - CAP
Subject: Fwd: Poulin Auto Sales Complaint

Please correct the notice to Poulin.

Ted Hobson
Assistant Attorney General
802 863-2000
consumer.vermont.gov

From: EUGENE TOFFERI <
Sent: Tuesday, July 18, 2017 4:24:11 PM
To: Hobson, Ted
Subject: Poulin Auto Sales Complaint

Ted I recently received a letter from the office of Attorney General, which stated that the contact information for the subject business was updated. Info contained in the memo

RE{3} Poulin Auto Sales Complaint (ID 146370)
was I should receive a response from them within 14 days.

However, I noticed that my my home address was incorrect. I would like to correct
this
so there is no misunderstanding with regards to expected response from Poulin's.

I some how received letter with incorrect address????

Eugene Tofferi

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

January 25, 2018

Eugene Tofferi

Re: 2017-04544 Business: Poulin Auto Sales

Dear Eugene Tofferi:

Because our office received updated contact information for the business, we resent a copy to the business asking it to contact you within 7 days to resolve this problem. We have also asked the business to notify us of the action it takes. Your complaint and the business response will become part of our public record for six years. It is our experience that two of every three complaints are successfully resolved through this procedure.

In 14 days, please update us on the complaint status by using the Online Response Form on our website, uvm.edu/consumer, or submit a written response. Please note, upon receipt of your update we may do one of the following:

1. If you indicate that your complaint was resolved, we will close the file accordingly.
2. If you indicate that the business has not contacted you, we will contact the business again on your behalf.
3. If you indicate that the business contacted you but your complaint remains unresolved, the action we take will depend in great part on the business response. If the response is unsatisfactory, we may pursue this matter further. If your complaint is not appropriate for further action on our part, we may refer you to small claims court or suggest that you consult a private attorney.

Thank you for bringing your complaint to our attention.

Sincerely,

Crystal Baldwin
Consumer Advisor

From: AGO CAP <ago.cap@vermont.gov>
Sent: Monday, June 26, 2017 4:11 PM
To: AGO - CAP
Subject: CAP Complaint
Attachments: Poulin_Auto_Sales.pdf

The following CAP complaint was submitted:

Your First Name	David
Your Last Name	Cohen
Confirmation Number	WB17-00599
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Age	73
I am a...	Senior Veteran
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Poulin Auto Sales
Business Phone (1)	8022784034
Phone (1) Type	Office
Business	1795 Shelburne Road

Address	
Business City	So. Burlington
Business State	VT
Business Zip Code	05403
Is your complaint about a vehicle you purchased?	No
Description	<p>There is an old adage that if it is too good to be true, it probably is not true. I received an unsolicited brochure in the US Mail. They were giving some prizes away if you matched the number on the brochure. I attached the pull up tabs that were used to match the number that I scratched off which turned out to be 4007. As you can see the second pull on the left matched and the tab indicated that it was a Walmart gift card for \$500. After calling the number indicated, it was explained to me that I had a winning number. I made an appointment and went down to collect the prize. I had made it clear when making the appointment that I was not interested in buying a car and did likewise when I showed up for the appointment. The representative made a sales pitch but I did not bite. He then explained that it was the pin that determined the prize, not the prize on the pull tab. He said that it was based upon the pin. After it was all said and done, I was awarded a \$5 Walmart gift card instead of the \$500 card. I told him that this was truly misrepresenting what the average person would have been led to believe given that the brochure led you to believe that you would win the prize under the tab if you matched the number. When I refused the \$5, he would not give me the brochure back. I pointed out to him that I did take a prize and that the mail was sent to me and that he would be appropriating my mail which would not be legal. After talking with his manager, they did give me the brochure back. When I returned home, I went on their website only to find numerous complaints about the same issue going back to 2013. My only regret is that I had not checked the web site before. While they be meeting the letter of the law with their fine print, it clearly is an intent to mislead people and raise false expectations of their winnings. Given the number of complaints on the web site, it would seem that you office would ask them to cease and desist or at minimum raise the awareness of this unscrupulous dealer.</p>
How would you like this matter to be resolved?	I would like to see this stopped with a public apology for their actions.
Incident Date	6/24/2017 12:00:00 AM

2017-04607 (ID 146155)

From: webteam@uvm.edu on behalf of David C. Cohen via The University of Vermont <webmaster@uvm.edu>
Sent: Tuesday, July 18, 2017 9:18 AM
To: AGO - CAP
Subject: 2017-04607

Submitted on Tuesday, July 18, 2017 - 09:17

Complaint Number: 2017-04607

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

Complaint

Status: Unresolved Consumer Full Name: David C. Cohen Business Name: Poulin Auto Sales Business

Contact: Poulin Auto Sales 802 859-0090 Response/update to complaint: It has now been over two weeks and the Business has not been in contact with me relative to the complaint. Given the numbers of similar complaints that one can see on reviews of the business, it is not surprising. They obviously have no concern for for dealing with these types of complaints. Attach files to include in your complaint:

The results of this submission may be viewed at:
<https://www.uvm.edu/node/244671/submission/8391>

myAutoCredit
Visit www.AutoCreditInVile.com
for FAST & FREE Credit Check!
Enter Your PIN Found Below
PO BOX 162 • SORRENTO, FL 32776

29/24
POSTMASTER -
TIME SENSITIVE!
IN HOME DATE:
06/20/2017

PRST STD
U.S. POSTAGE
PAID
ORLANDO, FL
PERMIT NO. 4541

(YOUR PIN: 175-979-029)



*****ECRWSS**R003

LUCKY WINNER
OR CURRENT RESIDENT

10 AM

165
S55 P4

IF YOUR NUMBERS MATCH THE WINNING NUMBER!
CONGRATULATIONS!
CALL (802) 278-4034 IMMEDIATELY.
HAVE YOUR PIN CODE (LOCATED ABOVE YOUR ADDRESS) READY!



IF YOU HAVE
A MATCH CALL
(802) 278-4034
IMMEDIATELY!



Bring the mailer to the sale during event hours and your OFFICIAL
PIN, located above your address, will be used with our prize
redemption software to determine your prize!

HAVE A MATCH? CALL IMMEDIATELY:

(802) 278-4034 HAVE YOUR PIN CODE (LOCATED
ABOVE YOUR ADDRESS) READY!

**THEN PROCEED TO THE EVENT
TO CLAIM YOUR PRIZE!**

MUST USE PIN TO DETERMINE ACTUAL PRIZE!

myAutoCredit
Visit www.AutoCreditInvite.com
for FAST & FREE Credit Check!
Enter Your PIN From Below
PO BOX 162 • SORRENTO, FL 32776

129424

POSTMASTER -
TIME SENSITIVE!
IN HOME DATE:
06/20/2017

PRST STD
U.S. POSTAGE
PAID
ORLANDO, FL
PERMIT NO. 4541

(YOUR PIN: 175-979-029)



*****ECRWSS**R003

LUCKY WINNER
OR CURRENT RESIDENT

10 AM

165
\$55 P4

IF YOUR NUMBERS MATCH THE WINNING NUMBER!

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PIN, located above your address, will be used with our prize
redemption software to determine your prize!

HAVE A MATCH? CALL IMMEDIATELY:

(802) 278-4034

HAVE YOUR PIN CODE (LOCATED
ABOVE YOUR ADDRESS) READY!

**THEN PROCEED TO THE EVENT
TO CLAIM YOUR PRIZE!**

MUST USE PIN TO DETERMINE ACTUAL PRIZE!

Cohen, David (Poulin Auto Sales) CAP 2017-04607 (ID 145290)
From: AGO - CAP
Sent: Monday, July 03, 2017 11:16 AM
To:
Subject: Cohen, David (Poulin Auto Sales) CAP 2017-04607

July 3, 2017

David Cohen

re: 2017-04607 Business: Poulin Auto Sales

Dear David Cohen:

Because our office received updated contact information for the business, we resent a copy to the business

asking it to contact you within 7 days to resolve this problem. We have also asked the business to notify us

of the action it takes. Your complaint and the business response will become part of our public record for

six years. It is our experience that two of every three complaints are successfully resolved through this procedure.

In 14 days, please update us on the complaint status by using the Online Response Form on our website,

uvm.edu/consumer, or submit a written response. Please note, upon receipt of your update we may do one

of the following:

1. If you indicate that your complaint was resolved, we will close the file accordingly.

2. If you indicate that the business has not contacted you, we will contact the business again on your

behalf.

3. If you indicate that the business contacted you but your complaint remains unresolved, the action we

take will depend in great part on the business response. If the response is unsatisfactory,

we may pursue this matter further. If your complaint is not appropriate for further action on our part, we

may refer you to small claims court or suggest that you consult a private attorney.

Thank you for bringing your complaint to our attention.

Sincerely,

Crystal Baldwin
Consumer Advisor

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

EMAIL: ago.cap@vermont.gov
PH: (802) 656-3183 or (800) 649-2424 (toll free from VT phone)
FAX: (802) 304-1014

Re{3} Form submission from{3} Consumer Assistance Program Complaint Response Form (ID 147929)

From:
Sent: Tuesday, August 15, 2017 12:20 PM
To: AGO - CAP
Cc:
Subject: Re: Form submission from: Consumer Assistance Program Complaint Response Form

About a week ago, a message was left with my wife from Cameron that my complaint on this issue was resubmitted to a new individual at Poulin Auto and that I needed to wait another week to see if there was any action by the dealer. I should point out that in a similar email back on 7/3/2017, I was told that the complaint had to be resubmitted to another contact at Poulin. How many new contacts will there have to be before I either get a call from the dealer or you take further action? Thank you for your assistance in this matter.

David Cohen

In a message dated 7/18/2017 9:44:07 A.M. Eastern Daylight Time, webmaster@uvm.edu writes:
Here is what you submitted on our response form on Tuesday, July 18, 2017 - 09:17

Complaint Number: 2017-04607
This update submitted by: Consumer (complainant)
Your e-mail address:
Complaint Status: Unresolved
Consumer Full Name: David C. Cohen
Business Name: Poulin Auto Sales
Business Contact: Poulin Auto Sales 802 859-0090
Response/update to complaint: It has now been over two weeks and the Business has not been in contact with me relative to the complaint. Given the numbers of similar complaints that one can see on reviews of the business, it is not surprising. They obviously have no concern for for dealing with these types of complaints.
Attach files to include in your complaint:
Address/contact information changes:

The results of this submission may be viewed at:
<https://www.uvm.edu/node/244671/submission/8391>

You may contact us with any questions at 800-649-2424 (toll-free in Vermont) or 802-656-3183, or by e-mail at AGO.CAP@vermont.gov.

Thank you!

Autocap Case Record

Case #

049-17

Date Received

06/29/2017

Closed Date

8/10/2017

Consumer-FIRSTN

Dennis

Consumer-LASTNAM

Leslie

Date Acknowledged

7/28/2017

Consumer Respons

Complaint Type

Sales

Purchase Date

6/16/2017

Year/Make Model

2011 Chevrolet Traverse

Mileage

135,000

Price Sold

As Is



Member Name

Capitol City Auto Mart

Member Contact

Kyle Sipples

Member Response Due

7/10/2017

Resolution Process

Staff

Panel



Referred to

Resolution

Dealer

Case Notes

7/6 - Rec'd dealer response

7/7 - Sent request for copies of service records

7/27 - Rec'd copies of service records from dealer

7/28 - Forwarded response and copies of service records to consumer and asked if he had picked up the vehicle as of that day

7/28 - Consumer confirmed pick-up but still had concerns

Notes (Summary)

Consumer states after purchasing vehicle noticed many problems, brought vehicle back and wanted it fixed. No response from dealer. Dealer determined issues and repaired, provided 4 new tires all as a good will gesture on an AS IS purchase.

From: Kim Gauthier <vtautocap@aol.com>

To: dennisleslie <

Subject: Re: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695

Date: Thu, Aug 10, 2017 1:26 pm

Attachments: VADA Used Car Brochure FINAL.pdf (280K)

Dear Mr. Leslie,

Based on your complaint and the service records it appears you purchased the vehicle AS IS meaning you will be responsible for all repairs. If this is not the case, please submit your sales documents stating otherwise.

It appears that Capitol City repaired the concerns you had outlined in your complaint and provided 4 new tires as a good will gesture.

As far as AUTOCAP goes there is really nothing more we can do so I will be closing this case and sending a copy back to the Consumer Assistance Program office where your originally filed your complaint.

Please reference the attached Step-by-Step Guide to Buying a Used Car Brochure which may help in the future.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: Dennis Leslie <

To: Kim Gauthier <vtautocap@aol.com>

Sent: Fri, Jul 28, 2017 1:41 pm

Subject: Re: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695

They told me they are doing no more repairs unless I paid for it.

Sent from my iPhone

On Jul 28, 2017, at 12:18 PM, Kim Gauthier <vtautocap@aol.com> wrote:

Is Capitol City aware of these issues you still have concerns about?

Kim Gauthier

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

From: dennisleslie <

To: Kim Gauthier <vtautocap@aol.com>

Sent: Fri, Jul 28, 2017 10:43 am

Subject: Re: Fwd: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695

I have picked up the vehicle but some of the noted problems have not been repaired. I feel the vehicle is not safe because of steering issues, brake issues and very odd sounds from the front suspension. It is to the point that my girlfriend will not even ride in it because of this.

Dennis Leslie

----- Kim Gauthier <vtautocap@aol.com> wrote:

> Dear Mr. Leslie,

> We are in receipt of your complaint against Capitol City Auto Mart regarding your 2011 Chevrolet Traverse. We have also received the following email and attached service records. My understanding is your vehicle has been repaired and is ready for pickup. Have you picked up your vehicle as of today?

>

8/10/2017

Re: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695

>
> Thank you,
> Kim Gauthier
> AUTOCAP Coordinator
>
>
>
> -----Original Message-----
> From: Kyle Sipples <ksipples@autosavergroup.com>
> To: Kim Gauthier <vtautocap@aol.com>
> Sent: Thu, Jul 27, 2017 9:13 am
> Subject: RE: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695

>
>
>
> Kim,
>
> I have attached copies of the service records as requested.

>
>
>
>
>
> Kyle C. Sipples, Esq.
> General Counsel
> Autosaver Group
> PO Box 408
> St. Johnsbury, VT 05819
> Phone: (802) 745-1452
> Mobile: (802) 535-8004
> Fax: (802) 748-4288

>
> This e-mail message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies or records of the original message. Thank you. Pursuant to U.S. Treasury regulations, if this message contains any information that may be considered advice concerning federal tax issues, please be advised that it is not a formal legal opinion and may not be used by any person for the avoidance of Federal tax penalties.

>
>
>
> From: Kim Gauthier [<mailto:vtautocap@aol.com>]
> Sent: Friday, July 07, 2017 9:28 AM
> To: Kyle Sipples <ksipples@autosavergroup.com>
> Subject: Re: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695

>
> Kyle,
>
> Please provide copies of the service records as to what has been done to the vehicle since June 26th. Did someone call the consumer to let him know the status of the vehicle and that it was ready for pick-up?

>
>
>
> Thank you,
>
> Kim Gauthier
>
> AUTOCAP Coordinator

>
>
>
> -----Original Message-----
> From: Kyle Sipples <ksipples@autosavergroup.com>
> To: Kim Gauthier <vtautocap@aol.com>

> Sent: Thu, Jul 6, 2017 1:48 pm
> Subject: FW: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695
>
>
> Kim,
>
>
>
> Please see the response from our Sales Manager.
>
>
>
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>
>
> From: Jay Tanner
> Sent: Thursday, July 06, 2017 1:47 PM
> To: Kyle Sipples <ksipples@autosavergroup.com>
> Cc: Ed Farr <edfarr@capitolcityautomart.com>; Kevin Dunn <KDunn@capitolcityautomart.com>
> Subject: FW: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695
>
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>
>
> All service has been corrected and waiting on him to pick the vehicle up. This vehicle is already funded and registered
>
>
>
> Service records to prove work has been completed
>
>
>
> How do we proceed from here?
>
>
>
>
> From: Kim Gauthier <vtautocap@aol.com>
> Date: June 30, 2017 at 5:03:03 PM EDT
> To: <ksipples@autosavergroup.com>
> Subject: Fwd: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695
>
>
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>
> Dear Kyle,
>
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>
> 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.
>

8/10/2017

Re: Leslie, Dennis (Capitol City Buick GMC) CAP VT #2017-04695

>
>
>
>
> 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.
>
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>
> 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.
>
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>
> Your participation in the AUTOCAP program is greatly appreciated.
>
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> Sincerely,
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>
>
> Marilyn B. Miller
>
>
> AUTOCAP Director
>
>
>
>
>
>
>

CAPITOL CITY

BUICK · GMC

PO BOX 129 · MONTPELIER, VT 05601
PH: (802) 223-0001 (866) 764-7509



BUICK



ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 10 DAYS. ALL RETURNED PARTS ARE SUBJECT TO A RESTOCKING FEE.
NO REFUND WITHOUT THIS INVOICE.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
07 JUL 17	95961	07 JUL 17		18102

S
O
L
D

ACCOUNT NO. 140853

S
H
I
P

PAGE 1 OF 1

T
O

DENNIS L LESLIE

T
O

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B. POINT	
		171		CASH	BERLIN, VT	
QTY	UNIT	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
4	4	0	181002309	NEXEN N FE	130.00	130.00
						520.00
POC JOE LEE SUBLET FOR 95961						
we Good willed 4 Tires Fixed A/c and SI on an IS AS Sale						
ALL RETURNS ARE SUBJECT TO A 34% RESTOCKING FEE, ALL RETURNS MUST BE IN ORIGINAL PACKAGING. NO RETURNS AFTER 30 DAYS THANK YOU FROM DAVE, JEFF, AND LEEBA				PARTS 520.00 SUBLET FREIGHT 0.00 SALES TAX 0.00 TOTAL \$520.00		
CUSTOMER'S SIGNATURE X				"Thank You" for Your Patronage		



**Certified
Service**

CUSTOMER #: 140853

95961

CAPITOL CITY

BUICK · GMC

PO BOX 129 · MONTPELIER, VT 05601

PH: (802) 223-0001

INTERNAL

DENNIS L LESLIE

PAGE 1

BUS:		GELL:		SERVICE ADVISOR: 4734 SCOTT C HAWKINS			
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
WHITE	11	CHEVROLET TRAVERSE	1GNKVJED3BJ310451		135236/135243	T0451	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
16JUN17 DD			17:00 10JUL17		89.00	CASH	10JUL17
R.O. OPENED:		READY	OPTIONS: STK:MT17464B DLR:01215				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A NOISE FROM LF WHEN DRIVING DOWN THE ROAD - TEST DRIVE AND ADVISE

OO TYPE IN DESCRIPTION

2919 IUTP 2.00

178.00 178.00

1 11610267 (S) BOLT

33.35 33.35 33.35

2 11516382 (S) NUT

1.63 1.63 3.26

2 11561149 (S) CAM

12.14 12.14 24.28

1 23347602 (S) LINK

255.14 255.14 255.14

135236 ROAD TESTED, HEARD NOISE CONSISTANT WITH TIRE NOISE. CHECKED

TIRE WEAR FOUND TIRES CHOPPED, PERFORMED SUSPENSION CHECK, FOUND LEFT

~~REAR UPPER LATERAL ARM WORN. REC TIRES, ARM, AND ALIGNMENT. HAD TO PUT~~

VEHICLE BACK ON LIFT SO SALESMAN COULD LOOK AT TIRES, ECT

B C/S FEELS LIKE TIRES ARE OUT OF BALANCE

NMB4 **MOUNT AND BALANCE 4 NEW TIRES** MOUNT AND

BALANCE 4 NEW TIRES, RESET TIRE PRESSURE

MONITOR SYSTEM.

2919 IUTP 1.50

59.95 59.95

135236 TIRES CHOPPED SEE LINE A. M+B 4 NEW TIRES

C C/S THAT THE A/C DOES NOT BLOW COLD - ADVISE

OO A/C OUTPUT IS OK AT THIS TIME

2919 ISP 0.00

0.00 0.00

135236 AC OUTPUT 40 DEG, GOOD

D GET WITH KEVIN WITH EST.

INFO GET WITH KEVIN FOR THIS QUOTE

2919 ISP 0.00

0.00 0.00

E** TECH NOTED LEFT REAR LATERAL ARM LOOSE....

OO TYPE IN DESCRIPTION

2919 IUTP 2.50

222.50 222.50

135236 REPLACED LEFT REAR LATERAL ARM

F** **4 WHEEL ALIGNMENT** ALIGN FRONT AND REAR WHEELS **

AS IS

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SERVICE FEE	
TOTAL CHARGES	
DISCOUNT/COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER #: 140853

96414

CAPITOL CITY

BUICK · GMC

PO BOX 129 · MONTPELIER, VT 05601

PH: (802) 223-0001

INTERNAL

DENNIS L. LESLIE

DUPLICATE 1

PAGE 1

BUS:		CELL:		SERVICE ADVISOR: 4405 BEN CONNEMAN					
COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
WHITE	11	CHEVROLET TRAVERSE		1GNKVJED3BJ310451			135243/135244		T0451
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PONO.	RATE	PAYMENT	INV. DATE	
16JUN17 DD			17:00 11JUL17			89.00	CASH	17JUL17	
R.O. OPENED		READY		OPTIONS: STK:MT17464B DLR:01215					
11JUL17		17JUL17							
				LIST		NET		TOTAL	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A C/S VEH HAS NO A/C ON PASS SIDE OF CAR - BLOWS HOT AIR							
OO TYPE IN DESCRIPTION							
				2919 IUTP		5.00	250.00
				1 20826182 (S)ACTUATOR	114.95		114.95
135243 CHECKED CODES- B0423-61. R/R SEAT, ACCESS PANELS, ECT.							
PERFORMED DIAG, FOUND TEMPERATURE VALVE ACTUATOR FAULTY. PERFORMED							
ACTUATOR REPLACEMENT, RECALIBRATED ACC, CLEARED CODE.							

MISC SHOP CHGS/EPA DISPOSAL FEE 14.80
 WORK OK PER K.DUNN

CAPITOL CITY THANKS YOU FOR YOUR BUSINESS!!!
 WE STRIVE TO MAKE SURE YOU ARE ***COMPLETELY
 SATISFIED***IF YOU HAVE ANY QUESTIONS OR CONC
 ERNS PLEASE CONTACT YOUR SERVICE ADVISOR. IF
 YOU ARE NOT ***COMPLETELY SATISFIED***WITH
 YOUR VISIT CALL SCOTT HAWKINS @ 802-262-6809

COST, SALE, & COMP TOTALS 14540 36495 0

AS IS

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

DESCRIPTION	TOTALS
LABOR AMOUNT	250.00
PARTS AMOUNT	114.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SERVICE FEE	14.80
TOTAL CHARGES	379.75
DISCOUNT/COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	379.75

CUSTOMER #: 140853

96680

CAPITOL CITY

BUICK · GMC

PO BOX 129 · MONTPELIER, VT 05601

PH: (802) 223-0001

INTERNAL

DENNIS L LESLIE

PAGE 1

BUS:		CELL:		SERVICE ADVISOR: 4405 BEN CONNEMAN			
COLOR	YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	11	CHEVROLET TRAVERSE		1GNKVJED3BJ310451		135244/135245	T0451
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16JUN17 DD			17:00 18JUL17		99.00	CASH	18JUL17
R.O. OPENED		READY		OPTIONS: STK:MT17464B DLR:01215			
18JUL17		18JUL17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	**VERMONT STATE INSPECTION	OBD II**	VERMONT SAFETY AND OBD II				
EMISSIONS INSPECTION							
CAUSE: **VERMONT STATE INSPECTION OBD II** VERMONT SAFETY AND OBD II							
EMISSIONS INSPECTION							
VTOBD **VERMONT STATE INSPECTION OBD II** VERMONT							
SAFETY AND OBD II EMISSIONS INSPECTION							
						49.00	49.00
2919 IUT 0.70							

135244 VSI

~~CAPITOL CITY THANKS YOU FOR YOUR BUSINESS!!!!~~
WE STRIVE TO MAKE SURE YOU ARE ***COMPLETELY
SATISFIED***IF YOU HAVE ANY QUESTIONS OR CONC
ERNS PLEASE CONTACT YOUR SERVICE ADVISOR. IF
YOU ARE NOT ***COMPLETELY SATISFIED***WITH
YOUR VISIT CALL SCOTT HAWKINS @ 802-262-6809

COST, SALE, & COMP TOTALS 1400 4900 0

AS IS

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

DESCRIPTION	TOTALS
LABOR AMOUNT	49.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SERVICE FEE	0.00
TOTAL CHARGES	49.00
DISCOUNT/COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	49.00

CUSTOMER #: 140853

95961

CAPITOL CITY

BUICK · GMC

PO BOX 129 · MONTPELIER, VT 05601
PH: (802) 223-0001

INTERNAL

DENNIS L LESLIE

PAGE 2

BUS:		CELL:		SERVICE ADVISOR: 4734 SCOTT C HAWKINS			
COLOR	YEAR	MAKE/MODEL	VIN		LICENSE	MILEAGE IN/OUT	TAG
WHITE	11	CHEVROLET TRAVERSE	1GNKVJED3BJ310451			135236/135243	T0451
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
16JUN17 DD			17:00 10JUL17		89.00	CASH	10JUL17
R.O. OPENED		READY	OPTIONS: STK:MT17464B DLR:01215				
26JUN17		10JUL17					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

ALIGN4 **4 WHEEL ALIGNMENT** ALIGN FRONT AND REAR

WHEELS ***

2919 IUTP 1.20

119.95 119.95

135236 PERFORMED 4 WHEEL ALIGNMENT

MISC SHOP CHGS/EPA DISPOSAL FEE

26.35

CAPITOL CITY THANKS YOU FOR YOUR BUSINESS!!!!
WE STRIVE TO MAKE SURE YOU ARE ***COMPLETELY
SATISFIED***IF YOU HAVE ANY QUESTIONS OR CONC
ERNS PLEASE CONTACT YOUR SERVICE ADVISOR. IF
YOU ARE NOT ***COMPLETELY SATISFIED***WITH
YOUR VISIT CALL SCOTT HAWKINS @ 802-262-6809

COST, SALE, & COMP TOTALS 32414 89643 0

A818

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

DESCRIPTION	TOTALS
LABOR AMOUNT	580.40
PARTS AMOUNT	316.03
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SERVICE FEE	26.35
TOTAL CHARGES	922.78
DISCOUNT/COUPONS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	922.78

INTERNAL COPY

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, June 28, 2017 11:16 AM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Dennis
Your Last Name	Leslie
Confirmation Number	WB17-00606
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	36
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Capitol City Buick GMC
Person's Last Name	Farr
Business E-Mail Address	edfarr@capitolcityautomart.com
Business Address	1162 US Route 2
Business City	Berlin
Business	VT

State	
Business Zip Code	05641
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2011
What is the make and model of your vehicle?	Chevrolet
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	CT
When was the vehicle purchased?	June 16, 2017
What was the purchase price?	12,588
Vehicle mileage at time of purchase:	135,500
Current mileage on the vehicle:	135,550
Did you receive a Buyer's Guide document with the vehicle?	No
Which of the following apply to the vehicle?	AS-IS - No warranty

Description	<p>On Friday 6/16/17 I purchased a used 2011 Chevrolet Traverse from the salesman Joe Lee at this dealership. I was quite skeptical of the price and the mileage (135,000). I was very pressured into buying this from both Joe and Jay Tanner to the point it was almost uncomfortable. I don't believe the vehicle even went through the shop to be looked over before it was sold to me. It was basically sold me just as it came in to be traded in. That evening I immediately started to notice many problems such as the navigation not working, a sound from the left front wheel area, the driver's seat belt looked like it had been twisted many times, and the steering wheel making a whining sound. That brings us to Saturday morning 6/17/17. My girlfriend and I went to go do some errands and she said the air conditioning was blowing hot on her in the passenger seat and on her son in the back. It was barely blowing cold on myself driving. This honestly was too much for me. If I am having all these issues not even 24hrs after purchasing, what could I expect from 1, 2 even 3 years from now? I brought the vehicle back and parked it on the lot near the snow plows and went inside to drop off the keys. I spoke with Joe and mentioned the issues and his response was, "those are really small issues." I would not expect that from a sales "professional." He did not seem to show any care at all and was very emotion-less and arrogant. I did not like that feeling. He told me he would give me a call on Monday 6/19/17 when service was open. I was okay with that. I heard nothing on Monday, nor Tuesday until I sent a text message asking about the status. I received a message back saying he had heard nothing and would let me know. I drove by the dealership on the evening of 6/20/17 and the Traverse was still parked exactly where I left it.</p> <p>I went into the dealership on Sat. 6/24/17 and spoke with Pat Reilly. He was rude and when I explained I wanted to return the vehicle and cancel paperwork, he snapped at me in front of my girlfriend saying, "It's not going to happen. We don't take vehicles back under any circumstance." We left the dealership.</p> <p>On Monday 6/26/17 I received a call from Pat. He said they would put the vehicle through the shop and I explained the problems. It is now 2 days later on 6/28/17 and I still have not heard anything on the vehicle. It has been close to 2 weeks and I only had the vehicle for less than 24hrs the day I bought it.</p> <p>I am sorry, but at this point I would just like to void the transaction, tear up the paperwork. I did put \$1,000 down via my credit card and I would like that put back onto it.</p> <p>I just feel like I was highly pressured into buying this vehicle that has way too many problems. I can only think about the horror I would have to endure if there are already this many problems arising not even 24hrs after taking it home.</p>
Amount of loss:	12,500
How would you like this matter to be resolved?	Return vehicle and cancel loan.
Please list any documents you have available related to this complaint	Purchase/sales contract Buyer's Guide Finance contract

(and attach
copies at the
end of this
form, or
mail/fax
them to us)

Incident Date 6/16/2017 12:00:00 AM

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, June 28, 2017 3:45 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	shayne
Your Last Name	BARBEAU
Confirmation Number	WB17-00609
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
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	Cobb Auto
Business Phone (1)	802-527-5067
Phone (1) Type	Office

Business E-Mail Address	info@cobbauto.com
Business Address	448 Swanton Rd
Business City	St Albans City
Business State	VT
Business Zip Code	05478
Is your complaint about a vehicle you purchased?	No
Description	<p>On 6/16/2017 I went to Cobb Auto to purchase a truck. We spoke to salesmen Ed Bouchard. We explained that my fiance Yvonne Howard had been denied a loan due to debt income ratio elsewhere but I did not have a license and were told that they have alternative loans available and they may be able to help us. Ed said no problem. "you do not need to have a license to borrow money to purchase a vehicle only to register it." He sent application package to "Auto Loans" under my name Shayne Barbeau and registering vehicle in both parties names. Ed accepted \$1500 cash for down payment as well as gave us a \$250 for a trade on our truck. He also charged me \$125 fee for not putting in GPS tracking in vehicle. I wrote a check for that fee. We gave copies of ALL pay stubs that showed my year to date income from my current job. I was concerned that I had only been there 4 months however I had been at my prior job for approximately 5 years. Ed again said that is no problem. We also gave copies of all utility bills and lease agreements that were required from the bank. The next day we went to the dealership and Ed said we were approved for a different truck than the one we were looking at. This truck needed to be detailed out and would not be ready for a couple days. After several days and multiple attempts calling to find out when this truck would be ready to be picked up we go to dealership to find Ed is out of town and truck has not been detailed and not inspected. We return and receive a voicemail from the bank. We return a call from Christine at Auto Loans to verify our application information. We inform her of my correct length of employment and down payment information. She stated that is not what was on the loan application. She gave us the information that was on the loan and we told her that that information was not correct. The down payment stated was higher than what we paid and length of employment was longer however with me not having a drivers license was cause for denial of the loan. We called Cobb Auto to advise of the denial. Ed told us that our down payment was sent with all our application packet to the bank and he had to wait until it was returned from the bank in order to give us back our down payment. Check in with him tomorrow. We went to his office the next day and he again stated it was sent to bank however he could put us in another vehicle and try another bank and he could talk to owner about applying the down payment to a different vehicle and not have to wait for it to come back. we said no we didn't want to get another vehicle. We didn't want to keep trying we wanted to get our money back. He said that he had to wait then for the money to come back from bank before he could give it to us. Keep trying him back and call every day if we had to.. we did. This went on for over a week. My finance and I called Auto loans and spoke to Jasmine who confirmed that no down payments are ever sent to them and the dealerships keep them. We also confirmed that the fee we were charged for the GPS was NEVER charged at the dealership. Those fees are always put into the loans. Yvonne then called and spoke to Don Cobb himself and asked about getting the down payment back and he stated that " "apparently</p>

	there was some misrepresentation on your loan docs from information that you gave therefore I am not going to return your down payment" " I will apply that money towards another vehicle if you want to purchase another one. I told him again we do NOT want to purchase another vehicle. We did not misrepresent anything on our application. WE gave the correct information and were not aware of what information that he sent to the bank on the original application since he put everything in electronically until the bank called to confirm the information. WE gave all pay stubs that show his year to date information that clearly shows that he had not been there all year. and I do not want to continue doing business with them and I just want our money back." Don Cobb still refuses to give us our initial down payment of \$1500 plus the \$125 for GPS fees.
Amount of loss:	1625.00
How would you like this matter to be resolved?	We would like our money back
Incident Date	6/28/2017 12:00:00 AM

COBB AUTO
P.O. Box 26
St. Albans Bay, Vermont 05481
(802) 527-5067

WHITE RIVER JUNCTION

VT 050 2 T

08 JUL 2013 PM



Consumer Assistance Program
109 State Street
Montpelier, VT 05609



THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

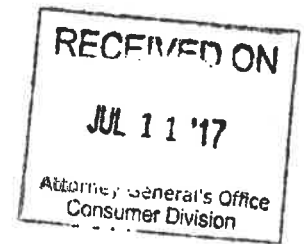
JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

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



June 30, 2017

COBB AUTO
PO BOX 26
ST. ALBANS BAY, VT 05478

Re: 2017-04735 Consumer: Shayne Barbeau

Dear Sir/Madam:

We received the enclosed consumer complaint with respect to a transaction with your business. Although at this point our office has made no determination as to the validity of the complaint, we do ask that you contact the consumer directly within 7 days so that you and the consumer can resolve this matter without further involvement of this office.

We also ask that you notify this office, indicating the steps you have taken to resolve the complaint. Please respond using the Online Response Form located on our website, uvm.edu/consumer. Please include the above complaint number in your response.

We have also requested the consumer to update us regarding the complaint status after 14 days. The consumer's response, the enclosed complaint, and your response will remain on file in this office for six years.

Complaint files are public records and, as such, are open to the public for inspection. Information about complaints, including the number of complaints recorded in the last six years and their status, is provided to consumers who inquire about your business. Complaint information is also used to determine when investigations should be initiated.

We thank you for giving this matter your immediate attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Annalee Beaulieu".

Annalee Beaulieu
Consumer Advisor

COBB AUTO

PO Box 26

St. Albans Bay, VT 05481

802-527-5067

July 7, 2017

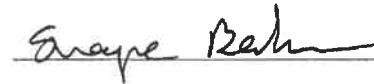
RE: Shayne Barbeau

Cobb Auto reached out to Mr. Barbeau and we were able to come to an agreement of \$1000.00 will be returned to him from his deposit. With this agreement Shayne Barbeau will reconcile and remove his conflict with the Consumer Assistance Program. Check Number \$587 in the amount of \$1000.00 to Shayne Barbeau on this day July 7, 2017.



Don Cobb

President



Shayne Barbeau

Consumer

COBB AUTO

PO BOX 26

St Albans Bay, VT 05581

RE: 2017-04735 Consumer: Shayne Barbeau

Upon the day of July 7, 2017 Cobb Auto and Mr. Shayne Babreau came on to an agreement for \$1000.00 to be refunded for case number 2017-04735. We wrote Mr. Barbeau a check for0 \$1000.00 with check number 5887. We thanked Mr. Barbeau for his time and energy in helping to find a solution to this.

A handwritten signature in black ink, appearing to read "Don Cobb", is written over a horizontal line.

Don Cobb

President

Re{3} Barbeau, Shayne (Cobb Auto) CAP VT Complaint #2017-04735 (ID 145982)
From: Yvonne Gilpin
Sent: Wednesday, July 12, 2017 3:30 PM
To: AGO - CAP
Subject: Re: Barbeau, Shayne (Cobb Auto) CAP VT Complaint #2017-04735

Dear Mr. Randlett,

I would like to have a note attached to this file that MR. Cobb DID NOT reach out to us but we had to call him. Mr. Cobb still claimed he attempted to settle with us which was untrue. No contact had been made prior to us contacting him. I was and am still very unhappy with this business because we did "settle" for only a fraction of our down payment. Due to the fact that we needed to purchase another vehicle and he was holding our money which was preventing us from doing so. WE settled for the \$1000.00 because we decided that he was being extremely difficult and gave us an ultimatum that if we did not take that amount before that Saturday, 7/8/2017 the offer would no longer be offered and we would have to take him to court. We did not have the funds or the time to do this and I feel he knew this. We took the offer so that we may at least receive some of the funds back so that we could obtain a vehicle and continue to be able to go to work.. I am still very unhappy with this business and MR Cobb's Business practices. My understanding was that it was state law that HE was required to return ALL of our down payment. I would like the Attorney general's office to please update this email into my file for this case as to the letter Mr. Cobb sent you implies he was decent and worked hard at coming to an agreement and that was not the case.. we were given an ultimatum. It was this amount or nothing!

If you have any further questions please feel free to call me at 802-848-2175

Sincerely,

Yvonne Howard and Shayne Barbeau

On Wednesday, July 12, 2017 1:12 PM, AGO - CAP <AGO.CAP@vermont.gov> wrote:

Re: Complaint #2017-04735

Dear Shayne Barbeau,

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

If you have any further questions or if we can be of service in the future, please contact us again.

Sincerely,

Cameron Randlett
Consumer Advisor

Re{3} Barbeau, Shayne (Cobb Auto) CAP VT Complaint #2017-04735 (ID 145982)
Vermont Attorney General's Office
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Phone: (800) 649-2424 (802) 656-3183
Website: www.uvm.edu/consumer
Email: ago.cap@vermont.gov