

Marjorie A. Limacher

To: Consumer Assistance Program

146 University Place

Burlington, VT 05405

Complaint: I received an advertisement flyer from Poulin Auto Sales, if you match the numbers on the flyer you are a winner.

My numbers matched, 4007 which according to the attached card is in the amount of \$500.00.

After visiting the above dealer I was told that I would have to spin a set of wheels on their special program which was on a cell phone in the form of a casino slot machine. I spun the wheel, and the winner came up \$5.00 instead of \$500.00. My impression of this promotion was a **bait and switch** program with the promise I quote from the card " If you have a matching set of numbers, you have won" Yes they were willing to give me the \$5.00 Walmart Credit card, but they also wanted the flyer in order to get the credit card. I refused to give them the card.

Attached is the entry card they sent me with all of the corresponding information.

In closing I would like assistance in collecting the \$500 Walmart Credit Card winner as shown on the attached flyer (pin Number 175-877-224).

*Marjorie A. Limacher*  
Marjorie A. Limacher

Date 6/29/2017



**myAutoCredit**  
 Visit [www.AutoCreditInnville.com](http://www.AutoCreditInnville.com)  
 for FAST & FREE Credit Check!  
 Enter Your PIN Found Below  
 O BOX 162 • SORRENTO, FL 32776

#29424

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

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

YOUR PIN: 175-977-224



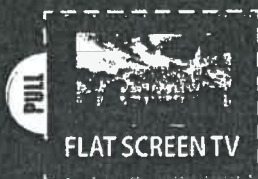
\*\*\*\*\*ECRWSS\*\*C067

MARJORIE LIMACHER  
 OR CURRENT RESIDENT

9d S5S  
 39S

**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 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

## POULIN AUTO

**IF YOU HAVE A MATCH  
 OF NUMBERS, YOU HAVE**

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

# \$25,000 CASH



## POULIN AUTO

**1795 Shelburne Road • South Bu  
 CALL TODAY! (802)**

WEDNESDAY  
**JUNE 21**  
 9am - 8pm

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

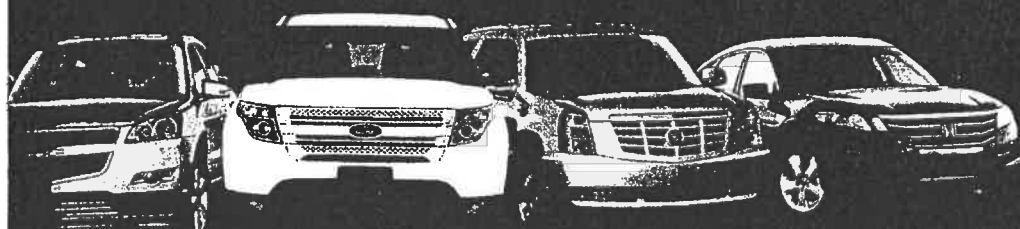
FRIDAY  
**JUNE 23**  
 9am - 8pm

SATURDAY  
**JUNE 24**  
 9am - 8pm



# WE ARE LEAVING OUT VEHICLES!

DRIVE TODAY WITH AS LITTLE AS



# DOWN PAYMENT!

\$721, Sale Price \$12,475, \$225 per month for 72 months @ 5.95% APR, \$ down, plus tax, title, and documentation fee, with approved credit.

## CUSTOMER DOWN PAYMENT ASSISTANCE BONUS

VT 05403

Seven Hundred Ninety-Seven Dollars and 00/100\*\*

\$ 2,797 00

## AUTO SALES

higher. One voucher per vehicle transaction. Voucher not valid with any cash value. Excludes tax, title, & license. Not to be combined with any other offer. OFFER EXPIRES JUNE 26, 2017.

002698 1021369025698 A

*Poulin Auto Sales*

Authorized Signature

## IN AUTO SALES

South Burlington, VT 05403

DAY! (802) 278-4034

FRIDAY  
JUNE 23  
9am - 8pm

SATURDAY  
JUNE 24  
9am - 8pm

SUNDAY  
JUNE 25  
12pm - 5pm

MONDAY  
JUNE 26  
9am - 8pm



\*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 18 years of age or older. Employees of the sale, mail house, insurance company, associated sponsors or agencies and their family members and members of Santa household are ineligible. Addresser must redeem prize for prize. Prize is cash value. 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 cashed in for cash. Prize #1 - Flat Screen TV (A.R.V. \$399) - 1,40,000. Prize #2 - Apple Watch Sport (A.R.V. \$349) - 1,40,000. Prize #3 - Walmart Gift Card (A.R.V. \$500) - 46,000. Prize #4 - \$100 Walmart Gift Card (Retail Value \$100) - 40,000. One prize per household. All prizes while supplies last. In the event of print, mechanical errors or duplicate winning numbers distributed in error, the number match contest is void and no prize will be awarded. All valid, claimed prizes will be awarded. Any unclaimed prizes will not be awarded. Registered trademarks and service marks of Walmart and Apple are not affiliated with this contest and are used in connection with other offers. \*\*No payments until September 2017, on select models with approved financing through Citizens Bank, plus tax, title, license and doc fee. Interest accumulation due to per. rate. Contest void during event. Cannot combine any offers. Dealer not responsible for late postal deliveries. All offers valid through June 26, 2017. Contest and event sponsored by Poulin Auto Sales.

BUY FROM  
AS LOW AS

# \$5,874

2007 Nissan Sentra 2.0 S, Stk. #A720096, Sale Price \$5,874, plus tax, title, and documentation fee.

UP TO

# 25% OFF!

2011 Chevrolet Equinox, Stk. #5448238, Was \$13,772, Sale Price \$11,017. Price includes all discounts and incentives, plus tax, title, and documentation fee.

RATES AS LOW AS

# 2.99% APR!

On select models for up to 60 months, with approved credit through Citizens Bank. See store for complete details.

## TOP \$\$\$ PAID FOR YOUR TRADE!

# \$3,000 MINIMUM TRADE ALLOWANCE!

ALL TRADES ACCEPTED INCLUDING:

BOATS, TRACTORS,  
CARS, TRUCKS,  
LAWN MOWERS,  
MOTORCYCLES & ATVS



**\$157**  
mo.

UP TO **200 VEHICLES**  
**AVAILABLE!**

# 90 DAYS!



**WE FINANCE YOUR FUTURE,  
NOT YOUR PAST!**

**www.AutoCreditInvite.com**

**DRIVE TODAY WITH AS LITTLE AS**



# \$0 DOWN PAYMENT

2013 Nissan Altima 2.5. Stk. #S178721. Sale Price \$12,475, \$225 per month for 72 months @ 5.95% APR, \$ down, plus tax, title, and document



## CUSTOMER DOWN PAYMENT ASSISTANCE

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

**POULIN AUTO SALES**

256 9A257-69 5000269A 102136902569A A

Poulin

Author

# POULIN AUTO SALES

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

**WEDNESDAY  
JUNE 21**  
8am - 8pm

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

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

**SATURDAY  
JUNE 24**  
9am - 8pm

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

**MONDAY**  
**JUNE 26**  
9am - 8pm

**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. Contestants 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 are ineligible to win prizes or cash value of business on June 26, 2017. Customer is responsible for all shipping, handling, federal, state and local taxes and processing fees. Personalized identification number (PIN) will be emailed to the phone. Prize #1 - \$125,000 (cash) + \$125,000; Prize #2 - Flat Screen TV + \$500; Prize #3 - Apple Watch Series 1 + \$500; Prize #4 - \$500 Walmart Gift Card + \$500; Prize #5 - \$500; Prize #6 - \$500; Prize #7 - \$500; Prize #8 - \$500; Prize #9 - \$500; Prize #10 - \$500; Prize #11 - \$500; Prize #12 - \$500; Prize #13 - \$500; Prize #14 - \$500; Prize #15 - \$500; Prize #16 - \$500; Prize #17 - \$500; Prize #18 - \$500; Prize #19 - \$500; Prize #20 - \$500; Prize #21 - \$500; Prize #22 - \$500; Prize #23 - \$500; Prize #24 - \$500; Prize #25 - \$500; Prize #26 - \$500; Prize #27 - \$500; Prize #28 - \$500; Prize #29 - \$500; Prize #30 - \$500; Prize #31 - \$500; Prize #32 - \$500; Prize #33 - \$500; Prize #34 - \$500; Prize #35 - \$500; Prize #36 - \$500; Prize #37 - \$500; Prize #38 - \$500; Prize #39 - \$500; Prize #40 - \$500; Prize #41 - \$500; Prize #42 - \$500; Prize #43 - \$500; Prize #44 - \$500; Prize #45 - \$500; Prize #46 - \$500; Prize #47 - \$500; Prize #48 - \$500; Prize #49 - \$500; 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Prize #303 - \$500; Prize #304 - \$500; Prize #305 - \$500; Prize #306 - \$500; Prize #307 - \$500; Prize #308 - \$500; Prize #309 - \$500; Prize #310 - \$500; Prize #311 - \$500; Prize #312 - \$500; Prize #313 - \$500; Prize #314 - \$500; Prize #315 - \$500; Prize #316 - \$500; Prize #317 - \$500; Prize #318 - \$500; Prize #319 - \$500; Prize #320 - \$500; Prize #321 - \$500; Prize #322 - \$500; Prize #323 - \$500; Prize #324 - \$500; Prize #325 - \$500; Prize #326 - \$500; Prize #327 - \$500; Prize #328 - \$500; Prize #329 - \$500; Prize #330 - \$500; Prize #331 - \$500; Prize #332 - \$500; Prize #333 - \$500; Prize #334 - \$500; Prize #335 - \$500; Prize #336 - \$500; Prize #337 - \$500; Prize #338 - \$500; Prize #339 - \$500; Prize #340 - \$500; Prize #341 - \$500; Prize #342 - \$500; Prize #343 - \$500; Prize #344 - \$500; Prize #345 - \$500; Prize #346 - \$500; Prize #347 - \$500; Prize #348 - \$500; Prize #349 - \$500; Prize #350 - \$500; Prize #351 - \$500; Prize #352 - \$500; Prize #353 - \$500; Prize #354 - \$500; Prize #355 - \$500; Prize #356 - \$500; Prize #357 - \$500; Prize #358 - \$500; Prize #359 - \$500; Prize #360 - \$500; Prize #361 - \$500; Prize #362 - \$500; Prize #363 - \$500; Prize #364 - \$500; Prize #365 - \$500; Prize #366 - \$



# 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!\*\*



**\$1000 CASH**



**FLAT SCREEN TV**



**APPLE WATCH  
SPORT**

**Walmart  
Card**

Walmart.com

**\$500 WALMART  
GIFT CARD**

**Walmart  
Card**

Walmart.com

**\$100 WALMART  
GIFT CARD**

**Walmart  
Card**

Walmart.com

**\$5 WALMART  
GIFT CARD**

## POULIN AUTO SALES

95 Shelburne Road • South Burlington, VT 05403

**CALL TODAY! (802) 278-4034**

WEDNESDAY  
JUNE 21  
9am - 8pm

THURSDAY  
JUNE 22  
9am - 8pm

FRIDAY  
JUNE 23  
9am - 8pm

SATURDAY  
JUNE 24  
9am - 8pm

SUNDAY  
JUNE 25  
12pm - 5pm

MONDAY  
JUNE 26  
9am - 8pm





myAutoCredit  
Visit [www.AutoCreditInvite.com](http://www.AutoCreditInvite.com)  
for FAST & FREE Credit Check!  
Enter Your PIN Found Below  
PO BOX 162 • SORRENTO, FL 32776

#29424

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

PRS1 STD  
U.S. POSTAGE  
PAID  
ORLANDO, FL  
PERMIT NO. 4541

YOUR PIN: 175-977-224



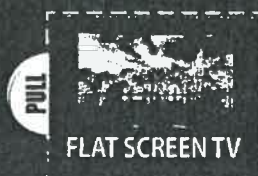
\*\*\*\*\*ECRWSS\*\*C067

MARJORIE LIMACHER  
OR CURRENT RESIDENT

9d S52  
36S

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 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

## POULIN AUTO

IF YOU HAVE A MATCH  
OF NUMBERS, YOU HAVE

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

# \$25,000 CASH



# POULIN AUTO

1795 Shelburne Road • South Bu  
**CALL TODAY! (802)**

WEDNESDAY  
JUNE 21  
9am - 8pm

THURSDAY  
JUNE 22  
9am - 8pm

FRIDAY  
JUNE 23  
9am - 8pm

SATURDAY  
JUNE 24  
9am - 8pm



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

POSTED  
U.S. POSTAGE  
PAID  
PO BOX 163  
SOMERSET, VT 05403

myAutoCredit  
Visit www.AutoCredit.com  
for ACU & PCU Cash Offers  
PO BOX 163 • SOMERSET, VT 05403

YOUR PIN: 175-963-807



\*\*\*\*\*ECRWS5\*\*0027

OR CURRENT RESIDENT

1d  
S17  
296

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 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!



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 10am - 6pm	THURSDAY JUNE 22 10am - 6pm	FRIDAY JUNE 23 10am - 6pm	SATURDAY JUNE 24 10am - 5pm	SUNDAY JUNE 25 10am - 5pm	MONDAY JUNE 26 10am - 5pm
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POULIN AUTO SALES







**PAYMENTS**  
AS LOW AS

**\$157**  
mo.

2014 Kia Soul, \$14,999.00, \$1,500.00 down, \$157.00 per month for 60 months. \*MSRP. Excludes tax, title, and destination fee. See dealer for details.

**200 VEHICLES**  
**AVAILABLE!**

**MAKE NO**  
**PAYMENTS FOR**  
**90**  
**DAYS!**

**BAD CREDIT? NO PROBLEM!**

**myAutoCredit**  
Visit [www.AutoCreditInnate.com](http://www.AutoCreditInnate.com)  
for FAST & FREE credit check!

**Get Your Credit Back on Track!**

- Credit Problems?
- Payoff Too High?
- Want Lower Payments?
- Bankruptcy/Divorce?
- Currently in a Lease?
- Interest Rate Too High?

**WE HAVE THE SOLUTION!**

**NOT YOUR FUTURE!**

**EASY TO APPLY. NO MESS!**

[www.AutoCreditInnate.com](http://www.AutoCreditInnate.com)

**WE ARE**  
**CLEARING OUT**  
**VEHICLES!**

**DRIVE TODAY WITH AS LITTLE AS**



**\$0 DOWN PAYMENT!**

2013 Honda Civic LX, \$14,999.00, \$1,500.00 down, \$157.00 per month for 60 months. \*MSRP. Excludes tax, title, and destination fee. See dealer for details.



**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. Due to dealer's per vehicle transaction. \*Excludes tax, title, & license. Not to be combined with any other offers. Not a cash. DO NOT CASH. NOW NEGOTIABLE. OFFER EXPIRES JUNE 26, 2017.

25L 14257-L9 50002L-96 1021369025L-96 A

*Poulin Auto Sales*

Authorized Signature



**POULIN AUTO SALES**

**1795 Shelburne Road • South Burlington, VT 05403**

**CALL TODAY! (802) 278-4034**

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

**BUY FROM**  
AS LOW AS

**\$5874**

2017 Nissan Sentra 2.5S, \$14,999.00, \$1,500.00 down, \$587.00 per month for 60 months. \*MSRP. Excludes tax, title, and destination fee.

**25% OFF!**

**RATES AS LOW AS**

**2.99% APR!**

On select models for up to 60 months, with approved credit through Credit Union. See dealer for complete details.

**TOP \$\$\$ PAID**  
**FOR YOUR TRADE!**

**\$3,000**

**MINIMUM**

**TRADE**

**ALLOWANCE!**

**ALL TRADES ACCEPTED INCLUDING:**  
**BOATS, TRACTORS,**  
**CARS, TRUCKS,**  
**LAWN MOWERS,**  
**MOTORCYCLES & ATVS**







**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Wednesday, July 05, 2017 11:56 AM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

<b>Your First Name</b>	Lori
<b>Your Last Name</b>	Hebert
<b>Confirmation Number</b>	WB17-00619
<b>Your E-Mail Address</b>	"
<b>Your Daytime Phone</b>	
<b>Daytime Phone Type</b>	Mobile
<b>Your Age</b>	47
<b>Your Mailing Address</b>	
<b>Your City</b>	
<b>Your State</b>	
<b>Your Zip Code</b>	
<b>Is your complaint about:</b>	An automobile dealer
<b>Business Name or Person's First Name</b>	802 Toyota
<b>Business Phone (1)</b>	8022299117
<b>Phone (1) Type</b>	Office
<b>Business Address</b>	30 Berlin Mall Rd
<b>Business City</b>	Berlin
<b>Business</b>	VT



<b>State</b>	
<b>Business Zip Code</b>	05602
<b>Business Website/URL</b>	802toyota.com
<b>Is your complaint about a vehicle you purchased?</b>	No
<b>What is the year of your vehicle?</b>	2014
<b>What is the make and model of your vehicle?</b>	Sienna / Toyota
<b>Is the vehicle new or used?</b>	New
<b>Where did the vehicle receive its last state inspection?</b>	Allan Jones and Sons
<b>Description</b>	<p>On Tuesday, May 23, 2017, between the hours of 4:15-5:15, I contacted Toyota Financial Services in regards to my lease for my 2014 Toyota Sienna Van. I knew since I had 3 deferred payments to Toyota Financial company, my lease would expire in October 2017. I contacted Toyota Financial Services to inquire about the process of getting out of this lease, early, so that I could new a less expensive vehicle. During this phone conversation with Toyota Financial I was told that since my original lease expired in June 2017, and I only had 3 deferred payments, I was leasing on a 'month by month basis' and could end my lease on June 1, 2017. They asked if I would like to have a sales representative contact me to get me into a new leased vehicle. I agreed.</p> <p>The next day, Wednesday, May 24, 2017, I was contacted by Philip Heinz, a sales person from 802 Toyota. We set up a time for me to come in and meet him and discuss a new lease. This was to occur on Friday, May 26, 2017, at 2:15. I was unable to make this time so on Friday. On Tuesday, May 30, 2017, Philip Heinz contacted me saying that 802 Toyota has great deals that end on May 31 and I should come in to discuss lease options with me. He told me he contacted Toyota Financial to discuss my options but they needed my verbal permission to discuss my account with him. I agreed to come into 802 Toyota at 2:15 on May 31, 2017.</p> <p>I arrived at 802Toyota on May 31, 2017, and met Philip Heinz. He took some basic information from me and said that he needed to contact Toyota Financial, but needed my permission. I gave him my basic information and told him about my 3 deferred payments and wondered about getting out of my lease and into a new lease. Phillip said he would call Toyota Financial. At that time, he called Toyota Financial on his cell phone, handed the phone to me so I could provide verbal permission to speak with them about my account, this occurred around 3:00.</p>



He got off the phone and told me Toyota Financial told him my lease was now on a month to month lease and there would not be a penalty as long as my June 1st payment was made. This payment processed through my bank that day, May 31, 2017.

So we proceeded with getting me into a new lease. At 7:07 pm, my texts to my husband show that I was in a new lease and on my way home.

On June 5, 2017, I received a letter from Toyota Financial stating that I still had to pay the remaining payments due, in the amount of \$1524.40. I contacted Toyota Financial by phone and spoke with them about this bill. I told Toyota Financial the conversation that Philip Heinz had with Toyota Financial and how was advised by 802 Toyota that I was on a month to month basis and as long as my June payment was made, I could lease a new vehicle. I was advised to contact 802 Toyota. So contacted 802 Toyota was put through to Shane's voicemail. I left a message about my being misguided in regards to getting out of one lease and into another. In my message I said that I believe I was misadvised as I would not and could not afford two leased vehicles.

The next day Philip Heinz called me and I told him what was going on. He agreed that Toyota Financial told him on the phone that my lease was a month by month basis so that is why he got me into a new lease on May 31. He said he would call Toyota Financial and get back to me. At this time I reminded Philip that I believe I was misadvised as I would not and could not afford to take on 2 leased vehicles.

On June 30, 2017, I called Toyota Financial to request a transcript of my phone conversations with them since May 23, 2017, including the one where I gave verbal permission for Philip Heinz to speak with Toyota Financial about me account. I was told that I would have to get a court issued subpoena to release these transcripts to me about my account and have it sent to Toyota Financial via certified mail.

This is why I contacted your office to get help in resolving this matter. I believe I was completely misadvised as I would have not taken on 2 leased vehicle payments. If I was told that I would continue to pay on my 2014 Sienna, I would have done so until the end of the lease.

<b>Amount of loss:</b>	\$1524.40
<b>How would you like this matter to be resolved?</b>	To have Toyota Financial or 802 Toyota be held responsible for their misguidance in telling me my lease was on a month to month basis and I could then get into a newly leased vehicle.
<b>Incident Date</b>	5/31/2017 12:00:00 AM









19001 South Western Avenue, WF21  
Torrance, CA 90501

X108/01/17 LA CA 33

Hoster

FIRST-CLASS MAIL

AUTO

ADDRESS

SERVICE

REQUESTED

07/31/2017

US POSTAGE

\$000.423



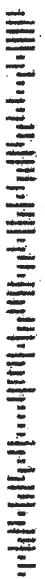
ZIP 90501  
01E12650976

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

36

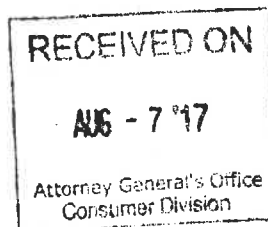
FSD-1MB

05609





July 31, 2017



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

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

RE: 2017-04852  
Lori Hebert

Dear Ms. Beaulieu:

Thank you for your July 10, 2017 correspondence.

We have reviewed the call Ms. Hebert references in her complaint and found that the Toyota Financial Services Representative did mislead Ms. Hebert by telling her that she could return her lease vehicle without making the remaining lease payments.

As a gesture of goodwill, we are waiving the remaining lease payments of \$1,532.52 from Ms. Hebert's account. We apologize for the miscommunication.

Although we are waiving the remaining lease payments, Ms. Hebert will still be responsible for any excess mileage or excess wear and use charges.

After the adjustment is made to waive the remaining lease payments, our Inventory Control Unit will handle the lease termination process. They will review the odometer statement and condition report to verify if she has exceeded the allotted mileage of 36,000 miles and whether or not the vehicle was returned with damage or missing items. A bill will be mailed to her under separate cover.

Should Ms. Hebert have any further questions regarding her account, she may contact our Service Center at (800) 874-8822.

Sincerely,

A handwritten signature in black ink that reads "Christy Morales". The signature is fluid and cursive, with the first name "Christy" and last name "Morales" clearly distinguishable.

Christy Morales  
Executive Administrator  
(310) 468-4227



2017-04852 (ID 146567)

From: webteam@uvm.edu on behalf of Lori Hebert via The University of Vermont  
<webmaster@uvm.edu>  
Sent: Monday, July 24, 2017 11:22 AM  
To: AGO - CAP  
Subject: 2017-04852

Submitted on Monday, July 24, 2017 - 11:22

Complaint Number: 2017-04852

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

Complaint Status: Unresolved Consumer Full Name: Lori Hebert Business Name: Toyota  
Financial

Company Business Contact: 18008748822 Response/update to complaint: No response from  
company.

Attach files to include in your complaint:

The results of this submission may be viewed at:  
<https://www.uvm.edu/node/244671/submission/8592>







Fwd{3} Hebert, Lori (802 Toyota) CAP VT #2017-04852 (ID 145531)  
From: Kim Gauthier <vtautocap@aol.com>  
Sent: Friday, July 07, 2017 12:21 PM  
To: AGO - CAP  
Subject: Fwd: Hebert, Lori (802 Toyota) CAP VT #2017-04852  
Attachments: 070517 Hebert (ID 145492).htm

Good Afternoon,  
This complaint is actually against Toyota Financial so we are returning it to you.  
802  
Toyota will work with Toyota Financial once they are notified by them.

Thank you,  
Kim Gauthier  
AUTOCAP

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

From: AGO - CAP <AGO.CAP@vermont.gov>  
To: lorihebert512  
Cc: vtautocap <vtautocap@aol.com>  
Sent: Fri, Jul 7, 2017 9:48 am  
Subject: Hebert, Lori (802 Toyota) CAP VT #2017-04852  
Re: 2017-04852  
Dear LORI HEBERT:

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

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

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

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

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

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

Thanks,

Annalee Beaulieu  
Consumer Advisor



Fwd{3} Hebert, Lori (802 Toyota) CAP VT #2017-04852 (ID 145531)  
Cc: VADA

Annalee Beaulieu  
Consumer Advisor

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

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



Hebert, Lori (Toyota Financial Services) CAP VT #2017-04852 (ID 145710)  
From: AGO - CAP  
Sent: Monday, July 10, 2017 12:00 PM  
To:  
Subject: Hebert, Lori (Toyota Financial Services) CAP VT #2017-04852  
Attachments: RE{3} Hebert, Lori (802 Toyota) CAP VT #2017-04852 (ID 145532).txt;  
Fwd{3}  
Hebert, Lori (802 Toyota) CAP VT #2017-04852 (ID 145531).txt

RE: 2017-04852 Business: Toyota Financial Services

Dear Lori Hebert,

We had referred your complaint to the Vermont Auto Dealer Association (VADA). We received a response stating that the complaint should be directed to Toyota Financial Services rather than 802 Toyota. We have sent a copy of your complaint to Toyota Financial Services 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](http://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,

Annalee Beaulieu  
Consumer Advisor

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

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







RE{3} Hebert, Lori (802 Toyota) CAP VT #2017-04852 (ID 145532)  
From: AGO - CAP  
Sent: Friday, July 07, 2017 12:48 PM  
To: 'Kim Gauthier'  
Subject: RE: Hebert, Lori (802 Toyota) CAP VT #2017-04852

Kim,

Thank you for updating our office on this complaint. We will refile it with Toyota Financial Services and process at CAP.

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](mailto:ago.cap@vermont.gov)  
Phone: 1-800-649-2424 / 802-656-3183  
From: Kim Gauthier [<mailto:vtautocap@aol.com>]  
Sent: Friday, July 07, 2017 12:21 PM  
To: AGO - CAP  
Subject: Fwd: Hebert, Lori (802 Toyota) CAP VT #2017-04852

Good Afternoon,  
This complaint is actually against Toyota Financial so we are returning it to you.  
802  
Toyota will work with Toyota Financial once they are notified by them.

Thank you,  
Kim Gauthier  
AUTOCAP

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

From: AGO - CAP <[AGO.CAP@vermont.gov](mailto:AGO.CAP@vermont.gov)>  
To: [lorihebert512](mailto:lorihebert512)  
Cc: [vtautocap <vtatocap@aol.com>](mailto:vtautocap@vtatocap@aol.com)  
Sent: Fri, Jul 7, 2017 9:48 am  
Subject: Hebert, Lori (802 Toyota) CAP VT #2017-04852  
Re: 2017-04852  
Dear LORI HEBERT:

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

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

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



complaint: RE{3} Hebert, Lori (802 Toyota) CAP VT #2017-04852 (ID 145532)

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

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

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

Thanks,

Annalee Beaulieu  
Consumer Advisor

Cc: VADA

Annalee Beaulieu  
Consumer Advisor

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

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



# Autocap Case Record

Case #

052-17

Date Received

07/10/2017

Closed Date

7 /20/2017

Consumer-FIRSTN

Consumer-LASTNAM

Date Acknowledged

7 /20/2017

Eugene

Ely

Consumer Respons

Complaint Type

Sales

Purchase Date

6 /17/2017

Year/Make Model

2015 Ford Focus

Mileage

9,562

Price Sold

\$24,995

As Is

☐

Member Name

Formula Ford Lincoln, Inc.

Member Contact

Mike Lewis

Member Response Due

7 /20/2017

Resolution Process

Staff

Panel

☐

Referred to

Resolution

Compromise

## Case Notes

7/19 - Rec'd dealer response

7/20 - Forwarded to consumer and closed

## Notes (Summary)

Consumer states he was a victim of payment packing. Dealership added a \$2,500 extended service plan to the contract that he did not approve. Dealer provided all paperwork signed by consumer showing purchase of ESP but did cancel the ESP and sent \$2500 to NBT Bank.



7/20/2017

Fwd: Response to Eugene Ely

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

**To:** elyskis,

**Subject:** Fwd: Response to Eugene Ely

**Date:** Thu, Jul 20, 2017 2:38 pm

**Attachments:** E Ely.pdf (18164K)

---

Dear Mr. Ely,

AUTOCAP is in receipt of your complaint against Formula Ford Lincoln regarding your Extended Service Plan. We have also received the attached response and supporting documentation from Mike Lewis, GM with Formula Ford Lincoln. Based on the paperwork submitted it appears your Extended Service Plan has been cancelled and a refund of the \$2500 was sent to NBT Bank.

Therefore, we will be closing your case as of today and a full copy of your complaint will be sent back to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator



# FormulaFord



LINCOLN

RUTLAND • VERMONT

Wednesday, July 19, 2017

To: Vermont Auto Cap  
Attn: Kim Gauthier

Re: Eugene Ely

RECEIVED

JUL 19 2017

VADA

To Whom It May Concern,

This letter is in response to an inquiry Formula Ford Lincoln received from The Attorney General Vermont Auto Cap regarding Mr. Eugene Ely. From the correspondence we received it appears that Mr. Ely is requesting that we cancel his extended service plan (ESP) and recontract his auto loan.

After investigating this matter Formula Ford Lincoln found that at the time of sale when Mr. Ely sat with Mr. Robert Rohrig, our Finance manager, he was presented with ESP options. This is something we present to all our customers whether they purchase a new, pre-owned, or certified pre-owned vehicle. Robert presents each of his customers with a Customer Option Summary which lists all package options available for ESP coverage. This document also clearly states how much the payment will increase based on which package is chosen. At that time Mr. Ely chose the Bronze package and requested that we remove the TireCARE option. As you can see by our supporting documentation Mr. Ely did initial this document.

Additionally, once a customer chooses an ESP a VIN specific ESP contract is generated and was signed by Mr. Ely. Then, Robert adds the ESP to the NBT Bank finance contract and Mr. Ely also signs a separate line on the finance contract indicating that the ESP has been included in his financing. All of this can be referenced in our supporting documentation.

Formula Ford Lincoln has already cancelled Mr. Ely's ESP at his request. The refund check for the ESP in the amount of \$2500 was sent to NBT Bank to satisfy that portion of the loan. We also took the liberty of reimbursing Mr. Ely \$120 which is the amount his payments had increased due to the ESP (3 months x \$40 payment increase). Formula Ford Lincoln has advised Mr. Ely that we will be permitted to refinance the vehicle to a lower payment once the title and registration process is completed with the Vermont DMV. This can take the DMV up to 90 days.

We at Formula Ford Lincoln would like to apologize for any miscommunication regarding the Extended Service Plan that Mr. Ely chose to purchase. If there is any other way that Formula Ford Lincoln can assist in this matter please contact us, we are here to assist in any way we can.

Sincerely,



Michael J. Lewis, General Manager

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

WWW.FORDVT.COM



**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Saturday, July 08, 2017 7:05 AM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

<b>Your First Name</b>	EUGENE
<b>Your Last Name</b>	ELY
<b>Confirmation Number</b>	WB17-00634
<b>Your E-Mail Address</b>	
<b>Your Daytime Phone</b>	
<b>Daytime Phone Type</b>	Mobile
<b>Your Mailing Address</b>	
<b>Your City</b>	
<b>Your State</b>	
<b>Your Zip Code</b>	
<b>Is your complaint about:</b>	An automobile dealer
<b>Business Name or Person's First Name</b>	FORMULA FORD
<b>Business Phone (1)</b>	(888) 347-0345
<b>Business Address</b>	4318 Middle Rd
<b>Business City</b>	RUTLAND
<b>Business State</b>	VT
<b>Business Zip Code</b>	05701
<b>Is your complaint about a vehicle you purchased?</b>	Yes
<b>What is the year of your vehicle?</b>	2015
<b>What is the make and model of your vehicle?</b>	FORD ESCAPE
<b>Is the vehicle new or used?</b>	Used



<b>Where did the vehicle receive its last state inspection?</b>	FORMULA FORD
<b>When was the vehicle purchased?</b>	06/17/2017
<b>What was the purchase price?</b>	\$24995
<b>Vehicle mileage at time of purchase:</b>	9562
<b>Did you receive a Buyer's Guide document with the vehicle?</b>	Yes
<b>Which of the following apply to the vehicle?</b>	Other
<b>Description</b>	I was the victim of a payment packing scam by Formula Ford of Rutland ,VT. The numbers presented to me in sales negotiations were not accurate. The monthly payment was shown as \$390 when it is only \$350 using the numbers they presented to me. They added in a \$2,500 extended service plan into the contract which I did not want . The \$2500 added to the numbers presented to me in sales negotiations comes to the \$390 monthly payment. When asked by Robert Rohrig , business manager, if i wanted any extended service plans, I told him I was not interested as it was a Certified preowned Ford. All paperwork that I signed was presented to me as CPO , certified preowned, not as an extended service pan that I was being charged \$2500 for.
<b>How would you like this matter to be resolved?</b>	I have for this to be resolved by them redoing the contract so my payment are the \$350 that the sales negotiation numbers came too. They said they would take care of it . I contacted NBT bank and they say noone from formula ford has contacted them to resolve this issue.
<b>Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)</b>	Purchase/sales contract Buyer's Guide Warranty documentation Finance contract
<b>Incident Date</b>	6/17/2017 12:00:00 AM



# NATIONAL VEHICLE SERVICE CONTRACT

## APPLICATION, TERMS & CONDITIONS

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



PROTECT

### REGISTRATION INFORMATION

32472

Vehicle Identification Number 1 F M C U 9 J 9 6 E U R 1 0 1 6 3		Signature Date 06/17/2017		Warranty Start Date 06/17/2017		<input type="checkbox"/> CPO <input type="checkbox"/> Incomplete (Cab/Chassis) <input type="checkbox"/> Limo/Livery Wrap <input type="checkbox"/> Component Wrap (Non-CPO)
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No		Current Mileage 9562		Current Hours* IPP Term <input type="checkbox"/> <input type="checkbox"/>		
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> 36 months/36,000 miles (Ford and Competitive Make or 48 months/50,000 miles (Lincoln vehicles) <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Snowplow <input type="checkbox"/> Commercial Use <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford Police Interceptor), Limo, Livery, Shuttle, Tow Truck						

New Plan Coverage: Core - Powertrain CARE, Base CARE, Extra CARE, Premium CARE (Standard Deductible is \$100)  
 Lease CARE - New Premium CARE with Wear Items - (Standard Deductible is \$0)  
 Rental CARE - (Rental CARE - Standard Deductible is \$0)  
 Super Duty Coverages - (Diesel Engine CARE, Diesel Engine CARE Plus - Standard Deductible is \$100)  
 Used Plan Coverage: Core (Powertrain CARE, Base CARE, Extra CARE, Premium CARE - Standard Deductible is \$100)

### PLAN COVERAGE

☐ New Plan ☐ Used Plan

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*			
CSO PREM	100.00	84	100000		6/15/22	100000		\$2500.00	\$	\$2500.00
Options <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete <input type="checkbox"/> PDL (Lincoln Only)										
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months	Mileage	Hours*	Date	Mileage	Hours*			
	N/A	N/A	N/A					N/A	N/A	N/A
Options <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete <input type="checkbox"/> PDL (Lincoln Only)										
*Super Duty and Incomplete Vehicle Plan Coverages require current hours and expiration hours for all vehicles with an hour meter.								Total	\$	\$2500.00

### DISCLOSURE INFORMATION:

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

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

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

Signature (not valid without Signature)

### SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid Without Signature) 				Signature Date 06/17/2017	
Name EUGENE R ELY		Address			
City	State	Zip Code	E-mail Address	Service Contract Lienholder Name NBT BANK, NA	

### DEALERSHIP INFORMATION

Dealership Signature 		52 SOUTH BROAD ST		NORWICH NY 13815	
Dealer Name FORMULA FORD LINCOLN OF RUTLAND COUNTY					
Address 1 423 S MAIN ST			Address 2		
City RUTLAND			State VT		
Zip Code 05701			Telephone No 802-773-9168		
Employee Stars Id 0 9 9 0 2			P&A Code 0 9 9 0 2		

FOR OFFICE USE ONLY



# Formula Ford Lincoln - Customer Option Summary

Customer: EUGENE ELY  
 Stock Number: 9439A  
 Vehicle: 2015 FORD ESCA

Selling Price: \$24,995.00  
 Rebate: \$0.00  
 Aftermarket Total: \$0.00  
 Sales Tax: \$1,081.40  
 Trade Allowance: \$7,000.00  
 Fees: \$243.00  
 Payout: \$2,540.00  
 Down Payment: \$0.00  
 Balance Due: \$21,869.40

Loan: 72 of 348.72 @ 4.59% APR

## PLATINUM

### Ford Extended Service Plan

84 Months / 100000 Miles / PREMIUMCARE  
 UPGRADE FOR CPO / \$100 Deductible  
 Mechanical component coverage that also  
 provides nationwide roadside assistance,  
 rental vehicle & trip interruption.

#### GAP

Pays difference between loan payoff and  
 insurance settlement if vehicle is declared a  
 total loss.

### Ford Tirecare

84 Months / 99999 Miles / TIREFCARE -  
 GROUP 1 / \$0 Deductible  
 Repairs or replaces tires and/or wheels if  
 damaged by road hazard debris.

#### Surfacecare

Protects your car's exterior against acid rain,  
 salt, and other environmental hazards. Protects  
 interior against stains from consumable goods.

### Ford Premium Maintenance Plan

84 Months / 100000 Miles / PREMIUM  
 MAINT FOR CPO (0-12000) - 5K INTERVAL  
 / \$0 Deductible  
 Comprehensive plan that covers all  
 manufacturer-recommended maintenance  
 services plus 6 normal wear items.

72 mths of 453.53 @ 4.59% (Rti)\*

## GOLD

### Ford Extended Service Plan

84 Months / 100000 Miles / PREMIUMCARE  
 UPGRADE FOR CPO / \$100 Deductible  
 Mechanical component coverage that also  
 provides nationwide roadside assistance,  
 rental vehicle & trip interruption.

#### GAP

Pays difference between loan payoff and  
 insurance settlement if vehicle is declared a  
 total loss.

### Ford Tirecare

84 Months / 99999 Miles / TIREFCARE -  
 GROUP 1 / \$0 Deductible  
 Repairs or replaces tires and/or wheels if  
 damaged by road hazard debris.

#### Surfacecare

Protects your car's exterior against acid rain,  
 salt, and other environmental hazards. Protects  
 interior against stains from consumable goods.

72 mths of 419.16 @ 4.59% (Rti)\*

## SILVER

### Ford Extended Service Plan

84 Months / 100000 Miles / PREMIUMCARE  
 UPGRADE FOR CPO / \$100 Deductible  
 Mechanical component coverage that also  
 provides nationwide roadside assistance,  
 rental vehicle & trip interruption.

#### GAP

Pays difference between loan payoff and  
 insurance settlement if vehicle is declared a  
 total loss.

### Ford Tirecare

84 Months / 99999 Miles / TIREFCARE -  
 GROUP 1 / \$0 Deductible  
 Repairs or replaces tires and/or wheels if  
 damaged by road hazard debris.

72 mths of 409.68 @ 4.59% (Rti)\*

## BRONZE

### Ford Extended Service Plan

84 Months / 100000 Miles / PREMIUMCARE  
 UPGRADE FOR CPO / \$100 Deductible  
 Mechanical component coverage that also  
 provides nationwide roadside assistance,  
 rental vehicle & trip interruption.

#### Ford Tirecare

84 Months / 99999 Miles / TIREFCARE -  
 GROUP 1 / \$0 Deductible  
 Repairs or replaces tires and/or wheels if  
 damaged by road hazard debris.

72 mths of 397.00 @ 4.59% (Rti)\*

*RECEIVED*



FORD PROTECT



# Formula Ford Lincoln - Product Disclosure

Customer: EUGENE ELY  
 Stock Number: 9439A  
 Vehicle: 2015 FORD ESCA 9000 Miles

## Products Purchased

### Ford Extended Service Plan

84 Months / 100000 Miles / PREMIUMCARE UPGRADE FOR CPO / \$100

Deductible

Mechanical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption.

Selling Price: \$24,995.00  
 Trade Allowance: \$7,000.00  
 Payoff: \$2,540.00  
 Down Payment: \$0.00

Rebate: \$0.00  
 Sales Tax: \$1,091.40  
 Fees: \$243.00  
 Products: \$2,498.00  
 Aftermarket Total: \$0.00

Balance Due: \$24,367.40

Retail Loan with 72 payments of 388.55 with an APR of 4.59

## Products Not Purchased

### GAP

\$12.68/mth \*\*\*

Pays difference between loan payoff and insurance settlement if vehicle is declared a total loss.

### Ford TireCARE

\$8.45/mth \*\*\*

84 Months / 99999 Miles / TIRECARE - GROUP 1 / \$0 Deductible  
 Repairs or replaces tires and/or wheels if damaged by road hazard debris.

### Surfacecare

\$9.49/mth \*\*\*

Protects your car's exterior against acid rain, salt, and other environmental hazards. Protects interior against stains from consumable goods.

### Ford Premium Maintenance Plan

\$34.36/mth \*\*\*

34 Months / 100000 Miles / PREMIUM MAINT FOR CPO (0-12000) - 5K INTERVAL / \$0 Deductible  
 Comprehensive plan that covers all manufacturer-recommended maintenance services plus 6 normal wear items.

I have been given the opportunity to purchase the products disclosed above and I have chosen to purchase the products as indicated above.

Buyer E. Ely Date 6/17/17

Co-Buyer

Date

This is not a contract. The documentation regarding any products you elect to purchase has been provided separately. All products displayed in the menu are optional and may be purchased separately rather than as a package. The purchase of any displayed product in the menu, whether separately or as part of a package, is not required to obtain financing.

\*\*\*The price per month is an estimate and may change based upon the inclusion or exclusion of other products





# Retail Installment Contract and Security Agreement

Seller Name and Address

Buyer(s) Name(s) and Address(es)

FORMULA FORD LINCOLN OF RUTLA  
423 S MAIN ST  
RUTLAND, VT 05701  
802-773-9168

No.

Date

06/17/2017

☐ Business, commercial or agricultural purpose Contract. ☐ Refer to the attached addendum for additional Buyers and their signatures.

32472

## Truth-In-Lending Disclosure

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 when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
4.59 %	\$ 3626.44	\$ 24487.40	\$ 28113.84	\$ 4460.00 \$ 32573.84

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
72	\$ 390.47	MONTHLY BEGINNING: 08/01/2017
	\$ N/A	N/A
	\$ N/A	N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 12% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Filing Fees. \$ N/A

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2015	FORD	ESCAPE	MP	1FMCU9J96FUB10163	9562
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					

## Description of Trade-In

2011 FORD ESCAPE

## Conditional Delivery

☐ Conditional Delivery. A Conditional Delivery Agreement is being signed along with this Contract. The Conditional Delivery Agreement is incorporated by reference into this Contract, and a copy of the Conditional Delivery Agreement is attached to this Contract.

## Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. accessories)	\$ 24995.00
b. Manufacturer's rebate:	\$ N/A
c. Cash Price (a-b)	\$ 24995.00
d. Trade-in allowance	\$ 7000.00
e. Less: Amount owing, paid to (includes k):	\$ 2540.00
f. Net trade-in (d-e; If negative, enter \$0 here and enter the amount on line k)	\$ 4460.00
g. Cash payment	\$ N/A
h. Deferred down payment	\$ N/A
i. Down payment (f+g+h)	\$ 4460.00
j. Unpaid balance of Cash Price (c-i)	\$ 20535.00
k. Financed trade-in balance (see line f)	\$ N/A
l. Service Contract, paid to:	

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

## Assignment

This Contract and Security Agreement is assigned to NBT BANK, N.A.

52 S BROAD ST, NORWICH, NY 13815

, the Assignee, phone

1-800-628-2265

This assignment is made

☒ under the terms of a separate agreement made between the Seller and Assignee.

☒ under the terms of the Assignment by Seller section on page 2.

☐ This Assignment is made with recourse.

Seller

FORMULA FORD LINCOLN OF RUTLAND COUNTY

By:

Date

## Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Additional Gap Disclosures.



g. Cash payment

h. Deferred down payment

i. Down payment (f+g+h)

j. Unpaid balance of Cash Price (c-i)

k. Financed trade-in balance (see line f)

l. Service Contract, paid to:

FORD ESP

m. Paid to public officials - filing fees

n. Paid to public officials - purchase and use tax

o. Paid to public officials - other

p. Insurance premiums

q.

r.

s.

t. FORMULA FORD FEE

u.

v.

w. TO ASSIGNEE/VSI

x.

y. Total Other Charges/Amts Paid (k thru x)

z. Prepaid Finance Charge

aa. Amount Financed (j+y-z)

We may retain or receive a portion of any amounts paid to others, except those fees paid to public officials.

### Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured

Credit Disability

☐ Single ☐ Joint ☒ None

Premium \$ N/A Term N/A

Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By:

DOB

By:

DOB

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A

☐ \$ N/A Deductible, Comprehensive \$ N/A

☐ Fire-Theft and Combined Additional Cov. \$ N/A

☐ \$ N/A

Liability Insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☒ Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay

terms of the credit or the related sale of the vehicle. The remaining premium will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Additional Gap Disclosures.

Parties to the agreement:

Eligibility requirements for coverage:

Conditions or exclusions associated with the Gap Waiver or Gap Coverage agreement:

Procedures for making a claim under the Gap Waiver or Gap Coverage agreement:

☒ Service Contract

Term 84 MONTHS

Price \$ 2500.00

Coverage 84 MONTHS / 100000 MILES

☐ Gap Waiver or Gap Coverage

Term

Price \$ N/A

Coverage

☐ N/A

Term

Price \$ N/A

Coverage

X *Eugene R. Ely* 06/17/2017  
By: Date

By:

Date

### Signature Notices

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.

### Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

X *Eugene R. Ely* 06/17/2017  
By: Date

By:

Date

NOTICE TO RETAIL BUYER. 1. Do not sign this contract in blank. 2. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

*Eugene R. Ely* 06/17/2017



Premium \$ N/A Term N/A

Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: \_\_\_\_\_ DOB \_\_\_\_\_

By: \_\_\_\_\_ DOB \_\_\_\_\_

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

- ☐ \$ N/A Deductible, Collision Cov. \$ N/A  
☐ \$ N/A Deductible, Comprehensive \$ N/A  
☐ Fire-Theft and Combined Additional Cov. \$ N/A  
☐ \$ N/A

Liability Insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☒ Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ 95.00 for N/A term of coverage.

### Sales Agreement

Payment. You promise to pay us the principal amount of \$ 24487.40 plus finance charges accruing on the unpaid balance at the rate of 4.59 % per year from the date of this Contract until maturity. Finance charges accrue on a 365365/365 day basis. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at 4.59 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-in-Lending Disclosures. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

By: \_\_\_\_\_ Date \_\_\_\_\_

### Signature Notices

*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.*

### Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

X E. R. Ely 06/17/2017  
By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

NOTICE TO RETAIL BUYER. 1. Do not sign this contract in blank. 2. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer

X E. R. Ely 06/17/2017  
By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Seller FORMULA FORD LINCOLN OF RUTLAND COUNTY

[Signature] 06/17/2017  
By: \_\_\_\_\_ Date \_\_\_\_\_





LINCOLN

**PROTECT**

Welcome, Formula Ford Lincoln 09902

[Dealer Main Menu](#) > [Contract Maintenance Menu](#) > [Cancelable Contract](#)  
**Canceled Contract Confirmation**

R044-Cancellation completed successfully

The contract has been cancelled. To print this contract, click the Printer Friendly Version link above.

## Vehicle and Plan Information

VIN: 1FMCU96FUB10168

Contract Number: 03

Plan: 2017 NEW 6510000 PREMIUM CARE W/ROADSIDE

Status: CANCELLED

Signature Date: 08/17/2017

Paid Claims: No

Contract Start Date: 08/15/2016

Starting Distance: 9562

Expiration Date: 08/15/2022

Expiration Distance: 100000

## Contract Purchaser Information

EUGENE R ELY

## Vehicle Driver Information

EUGENE R ELY

## Cancel Information

Cancel Date: 07/15/2017

Customer Purchase Price: 2500.00

Refund to customer: 2500.00

07/15/17 02:31:57

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Subject: [FWD: RE: (no subject)]  
From: tyler.somers@formulafordrutland.com  
Date: Wed, Jul 19, 2017 11:49 am  
To: kat.andrews@formulafordrutland.com

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

Subject: RE: (no subject)  
From: elyskis <  
Date: Sat, July 15, 2017 9:17 am  
To: [tyler.somers@formulafordrutland.com](mailto:tyler.somers@formulafordrutland.com)

Tyler,

I want loan to be refinanced thru Mascoma Savings Bank for balance due on what the loan should have been for purchase not to include the \$2500 warranty. Formula Ford is responsible for paying off this portion.


Are we in agreement to This? If so please send me what Formula intends to do in writing and mail check to me that you have.

Thanks

Eugene

Sent via the Samsung Galaxy S@ 6, an AT&T 4G LTE smartphone

----- Original message -----

From: [tyler.somers@formulafordrutland.com](mailto:tyler.somers@formulafordrutland.com)  
Date: 7/10/17 10:59 AM (GMT-05:00)  
To:   
Subject: RE: (no subject)

Eugene,

I apologize for Robert's delay in response to you.

I have a check prepared for you in the amount of \$120 (3 months x \$40 payment difference)

The reason being is that with the DMV and banking paperwork already being submitted for completion, we don't want to cause any further complication with the title and registration process.

We find that usually 90 days is adequate time for the dust to settle in all aspects of the transaction and at that point we can proceed with refinancing / reducing your monthly payment.

My advise to you in the meantime would be to let me know when you will be in to get the check for the difference in payment for 3 months and proceed with making your payment to NBT for the months of August, September, and October.

At that point, the title work and registration should all be properly orchestrated so that we can help refinance the balance without any difficulties.



Regards,  
Tyler Somers

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

Subject: (no subject)

From:

Date: Mon, July 10, 2017 1:48 am

To: [robert.rohrig@formulafordrutland.com](mailto:robert.rohrig@formulafordrutland.com)

Cc: [tyler.somers@formulafordrutland.com](mailto:tyler.somers@formulafordrutland.com),

[luke.pittrich@formulafordrutland.com](mailto:luke.pittrich@formulafordrutland.com)

Robert,

Wondering why you haven't reached out or answered my email. Where do we stand in getting contract and financing redone ? I spoke with 3 people from NBT bank last week and nobody there seems to have heard anything from you and there's nothing in their files regarding this matter. Who are you dealing with at NBT bank? Please let me know what is going on.

Thank you  
Eugene Ely

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Subject: [FWD: RE: [FWD: Ely Canceled Contract Confirmation]]  
From: tyler.somers@formulafordrutland.com  
Date: Wed, Jul 19, 2017 11:38 am  
To: kat.andrews@formulafordrutland.com

Here

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

Subject: RE: [FWD: Ely Canceled Contract Confirmation]  
From: <tyler.somers@formulafordrutland.com>  
Date: Mon, July 17, 2017 8:00 am  
To: "elyskis"

Excellent.

I will have the check for the \$120 mailed out this afternoon.

When Ford ESP completes the cancelation of the Extended Service Plan, the \$2,500 proceeds will be sent to NBT as a credit toward your pay off amount.

Thanks again,  
Tyler

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

Subject: Re: [FWD: Ely Canceled Contract Confirmation]  
From: elyskis <  
Date: Sat, July 15, 2017 1:45 pm  
To: tyler.somers@formulafordrutland.com

Tyler

Thanks for the update and info. Below is my mailing address.

4

Thank you

Eugene Ely  
Sent via the Samsung Galaxy S@ 6, an AT&T 4G LTE smartphone

----- Original message -----

From: tyler.somers@formulafordrutland.com  
Date: 7/15/17 3:02 PM (GMT-05:00)  
To:  
Subject: [FWD: Ely Canceled Contract Confirmation]

Here is acknowledgment of the canceled PremiumCare Wrap for your CPO Escape.

The \$2,500 will be sent to NBT bank as a principle payment to reduce the amount owed that will ultimately be refinanced with Mascoma Bank.

In the meantime, where would you like me to send the check in the amount of the \$120?



Regards,  
Tyler

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

Subject: Ely Canceled Contract Confirmation

From: <[robert.rohrig@formulafordrutland.com](mailto:robert.rohrig@formulafordrutland.com)>

Date: Sat, July 15, 2017 11:45 am

To: [tylersomers@formulafordrutland.com](mailto:tylersomers@formulafordrutland.com)

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

**Subject:** RE: FORD ESP

**From:** robert.rohrig@formulafordrutland.com

**Date:** Tue, Jun 20, 2017 6:17 am

**To:**

Eugene,

Sorry for the confusion, I attempted to reach out to you yesterday with the phone number on file and was unsuccessful. Please reach out to me with a phone call to dealership if any questions still remain.

Thanks,

Robert Rohrig  
Finance Manager  
Formula Ford Lincoln  
802.773.9168

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

**Subject:** FORD ESP

**From:**

**Date:** Sun, June 18, 2017 6:47 am

**To:** [Robert.Rohrig@FormulaFordRutland.com](mailto:Robert.Rohrig@FormulaFordRutland.com),  
[Luke.Pittrich@FormulaFordRutland.com](mailto:Luke.Pittrich@FormulaFordRutland.com),  
[Tyler.Somers@FormulaFordRutland.com](mailto:Tyler.Somers@FormulaFordRutland.com)

Hi Robert,

We have a problem. I told you I did not want any additional service plans other Certified warranty coverage. After reviewing paper work I see that you asked to sign paper work for premium ESP and charged me \$2,500. What's is the all about?

Eugene Ely



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

**Subject:** Update on paperwork change

**From:** robert.rohrig@formulafordrutland.com

**Date:** Wed, Jun 28, 2017 11:05 am

**To:**

Eugene,

We should have final verification from NBT Bank on the updated contract and steps we need to follow. We will reach out tomorrow.

Thanks,

Rob



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

**Subject:** Re: Update on paperwork change  
**From:** elyskis  
**Date:** Thu, Jun 29, 2017 2:40 am  
**To:** robert.rohrig@formulafordrutland.com

Rob,

Thanks for the update.

Eugene

Sent via the Samsung Galaxy S6 6, an AT&T 4G LTE smartphone

----- Original message -----

**From:** robert.rohrig@formulafordrutland.com  
**Date:** 6/28/17 2:05 PM (GMT-05:00)  
**To:** )  
**Subject:** update on paperwork change

Eugene,

We should have final verification from NBT Bank on the updated contract and steps we need to follow. We will reach out tomorrow.

Thanks,

Rob



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

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

**Subject:** Fwd: ELY, EUGENE (FORMULA FORD ) CAP VT #2017-04905

**Date:** Mon, Jul 10, 2017 2:46 pm

**Attachments:** 071017 Ely (ID 145712).htm (58K)

---

Dear Mike,

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:** Saturday, July 08, 2017 7:05 AM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

<b>Your First Name</b>	EUGENE
<b>Your Last Name</b>	ELY
<b>Confirmation Number</b>	WB17-00634
<b>Your E-Mail Address</b>	
<b>Your Daytime Phone</b>	
<b>Daytime Phone Type</b>	Mobile
<b>Your Mailing Address</b>	
<b>Your City</b>	
<b>Your State</b>	
<b>Your Zip Code</b>	
<b>Is your complaint about:</b>	An automobile dealer
<b>Business Name or Person's First Name</b>	FORMULA FORD
<b>Business Phone (1)</b>	(888) 347-0345
<b>Business Address</b>	4318 Middle Rd
<b>Business City</b>	RUTLAND
<b>Business State</b>	VT
<b>Business Zip Code</b>	05701
<b>Is your complaint about a vehicle</b>	Yes



<b>you purchased?</b>	
<b>What is the year of your vehicle?</b>	2015
<b>What is the make and model of your vehicle?</b>	FORD ESCAPE
<b>Is the vehicle new or used?</b>	Used
<b>Where did the vehicle receive its last state inspection?</b>	FORMULA FORD
<b>When was the vehicle purchased?</b>	06/17/2017
<b>What was the purchase price?</b>	\$24995
<b>Vehicle mileage at time of purchase:</b>	9562
<b>Did you receive a Buyer's Guide document with the vehicle?</b>	Yes
<b>Which of the following apply to the vehicle?</b>	Other
<b>Description</b>	I was the victim of a payment packing scam by Formula Ford of Rutland ,VT. The numbers presented to me in sales negotiations were not accurate. The monthly payment was shown as \$390 when it is only \$350 using the numbers they presented to me. They added in a \$2,500 extended service plan into the contract which I did not want . The \$2500 added to the numbers presented to me in sales negotiations comes to the \$390 monthly payment. When asked by Robert Rohrig , business manager, if i wanted any extended service plans, I told him I was not interested as it was a Certified preowned Ford. All paperwork that I signed was presented to me as CPO , certified preowned, not as an extended service pan that I was being charged \$2500 for.
<b>How would you like this matter to be resolved?</b>	I have for this to be resolved by them redoing the contract so my payment are the \$350 that the sales negotiation numbers came too. They said they would take care of it . I contacted NBT bank and they say noone from formula ford has contacted them to resolve this issue.
<b>Please list any documents you</b>	Purchase/sales contract Buyer's Guide



<b>have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)</b>	Warranty documentation Finance contract
<b>Incident Date</b>	6/17/2017 12:00:00 AM







# Autocap Case Record

Case #

056-17

Date Received

07/26/2017

Closed Date

9 / 8 / 2017

Consumer-FIRSTN

Consumer-LASTNAM

Date Acknowledged

8 / 11 / 2017

Michael

Langdon

Consumer Respons

8 / 25 / 2017

Complaint Type

Sales

Purchase Date

7 / 15 / 2017

Year/Make Model

2016 Kia Optima

Mileage

Price Sold

As Is



Member Name

Springfield Auto Mart, Inc.

Member Contact

Kyle Sipples

Member Response Due

8 / 5 / 2017

Resolution Process

Staff

Panel



Referred to

Resolution

Dropped

## Case Notes

8/10 - Sent follow-up to dealer

8/11 - Rec'd dealer response and forwarded to consumer

9/8 - No response from consumer

## Notes (Summary)

Consumer states that after purchasing the vehicle he noticed some front end damage and brought it back to dealer. Dealer is refusing to fix unless consumer pays half. Dealer to pay half with work done at the dealership is final offer. Consumer never responded.



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

**To:** lang92

**Subject:** Re: return lease damage

**Date:** Fri, Aug 11, 2017 11:56 am

**Attachments:** ABOUT AUTOCAP 2017.docx (19K), AUTOCAP Request for Documents List.doc (41K)

---

Dear Mr. Langdon,

Attached please find the response we have received from Springfield Auto Mart. Please review and respond, in writing, within 10 business days or August 25, 2017. With your response please provide all supporting documentation to support your complaint - see attached list.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

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

**To:** lang92 <

**Sent:** Fri, Aug 4, 2017 11:27 am

**Subject:** Re: return lease damage

Dear Mr. Langdon,

We are awaiting the response from the dealer. I should have a response next week and will forward it on to you then.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

**From:** MIKE LANGDON <

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

**Sent:** Fri, Aug 4, 2017 9:34 am

**Subject:** return lease damage

yes im responding to my complaint of purchasing a return lease 2016 kia optima with front end damage not brought to my attention ,being colored/painted over as well as front bumper damage that North Springfield automart said they would fix but I would have to pay half .I was wondering where we stand ,2017-05378 thank you. Michael Langdon



Langdon, Michael (Springfield Auto Mart) CAP VT #2017-05378

**Dealer Response**

Mr. Langdon has told Springfield Auto Mart that when he and his wife walked around the vehicle at the time of purchase they did not notice any damage to the vehicle. The dealership did not notice any damage to the vehicle at the time it was sold. The vehicle was not sold with any sort of warranty that would cover the damage that Mr. Langdon claims is on the vehicle. Mr. Langdon purchased the vehicle knowing that this sort of damage would not be covered. There is a genuine issue as to whether or not the damage occurred after the time of purchase.

Nonetheless, as a good-will gesture, the dealership is willing to pay for half of the repair costs so long as the work is done at the dealership. These repairs will not be to the same specifications as a body shop, but nonetheless will substantially improve the lower damage and will make the painted areas look significantly better. The dealership is willing to keep this offer open in order to resolve this matter.



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

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

**Subject:** Fwd: Langdon, Michael (Springfield Auto Mart) CAP VT #2017-05378

**Date:** Wed, Jul 26, 2017 3:10 pm

**Attachments:** 072617 Langdon (ID 146730).htm (56K)

---

Dear Kyle,

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

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

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

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

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

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller  
AUTOCAP Director



**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Tuesday, July 25, 2017 7:48 PM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

<b>Your First Name</b>	Michael
<b>Your Last Name</b>	Langdon
<b>Confirmation Number</b>	WB17-00689
<b>Your E-Mail Address</b>	li _____
<b>Your Daytime Phone</b>	1 _____
<b>Daytime Phone Type</b>	Mobile
<b>Your Age</b>	58
<b>Your Mailing Address</b>	_____
<b>Your City</b>	1 _____
<b>Your State</b>	_____
<b>Your Zip Code</b>	_____
<b>Your Alternate Phone</b>	_____
<b>Alternate Phone Type</b>	Mobile
<b>Is your complaint about:</b>	An automobile dealer
<b>Business Name or Person's First Name</b>	Gmc Automart
<b>Person's Last Name</b>	sales
<b>Business</b>	802-886-2281



<b>Phone (1)</b>	
<b>Phone (1) Type</b>	Office
<b>Business Address</b>	north springfield
<b>Business City</b>	north springfield
<b>Business State</b>	VT
<b>Business Zip Code</b>	05150
<b>Is your complaint about a vehicle you purchased?</b>	Yes
<b>Description</b>	<p>I recently purchased a used 2016 kia optima at gmc automart in North Springfield Vt, july 15 2017, I was looking it over that same day I notice some front end damage that had been colored/painted over to blend in as well as a piece on the front bumper that was broken, I e mailed the sales person july 21 to let them know about this and that i was not made aware of the damage before purchase I was told by the sales rep that the sales manager would be contacting me, We left numerous messages with each other .july 22 and 24 till we finally spoke july 25,, they asked me to stop by with the car . when they looked it over they knew the damage was there before I purchased the car but will not fix the damage unless I pay half ,clearly this is unacceptable as the damage was not disclosed to me prior to my purchase ,I would ask that they do whats right and fix the pre existing damage at their cost .Thank you</p>
<b>Amount of loss:</b>	did not estimate cause i will not pay half
<b>How would you like this matter to be resolved?</b>	,I would ask that they do whats right and fix the pre existing damage at their cost .
<b>Incident Date</b>	7/15/2017 12:00:00 AM



# Autocap Case Record

Case #

058-17

Date Received

08/04/2017

Closed Date

9/15/2017

Consumer-FIRSTN

Wade

Consumer-LASTNAM

Chaffee, Jr

Date Acknowledged

8/25/2017

Consumer Respons

9/8/2017

Complaint Type

Sales

Purchase Date

7/14/2017

Year/Make Model

2015 GMC Sierra

Mileage

34,487

Price Sold

\$33,567

As Is

☐

Member Name

Capitol City Auto Mart

Member Contact

Kyle Sipples

Member Response Due

8/14/2017

Resolution Process

Staff

Panel

☐

Referred to

Resolution

Dropped

## Case Notes

8/15 - Rec'd dealer response

8/25 - Forwarded to consumer

9/15 - no response from consumer

## Notes (Summary)

Consumer states that he went to buy a new vehicle and return 2 leased vehicles. After paperwork was signed he was told to take one of the leased vehicles home and the company would pick it up. Dealership states consumer did not turn in leased vehicles when he purchased his new vehicle and that he needed to work it out with the bank.



**DEALER RESPONSE**

Autocap Complaint RE: 2017-05651

Wade Chaffee Jr.

The dealership did not tell Mr. Chaffee to default on the lease. Karl Preus, the sales consultant, explained to Mr. Chaffee that he would have to take it up with his bank in order to pay them off. Mr. Chaffee was presented with two different numbers: (a) one with turning in his leases and; (b) one adding to the vehicle he was purchasing to existing his fleet. Mr. Chaffee chose to take the option wherein he would not turn in his leases. He left asking if he could leave the vehicle on our lot. Mr. Preus explained that he needed to take the vehicle to his residence or wherever he chose as this was a matter that was between him and his bank. Mr. Preus fully communicated to Mr. Chaffee that Capitol City had nothing to do with the vehicle that was left on our lot.



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

**To:** wdechaffeejunior

**Subject:** Fwd: 2017-05651

**Date:** Fri, Aug 25, 2017 10:19 am

**Attachments:** Dealer Response - Chaffee.pdf (44K)

---

Dear Mr. Chaffee,

VT AUTOCAP is in receipt of your complaint against Capital City GMC regarding your purchase. We have also received the attached response from Capitol City GMC. Please review and respond, in writing, within 10 business days or September 8, 2017. If we do not hear from you on or before September 8, 2017 your case will be sent back to the Consumer Assistance Program officer where your originally filed your complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

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

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

**Sent:** Tue, Aug 15, 2017 9:24 am

**Subject:** RE: 2017-05651

Kim,

Please see the attached dealer response.

---

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

**Sent:** Friday, August 04, 2017 2:07 PM

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

**Subject:** Fwd: 2017-05651

Dear Kyle,

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

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

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

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



receive copies of all the correspondence submitted to AUTOCAP.

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

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller  
AUTOCAP Director



**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Wednesday, August 02, 2017 3:47 PM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

<b>Your First Name</b>	Wade
<b>Your Last Name</b>	Chaffee Jr
<b>Confirmation Number</b>	WB17-00713
<b>Your E-Mail Address</b>	
<b>Your Daytime Phone</b>	
<b>Daytime Phone Type</b>	Mobile
<b>Your Age</b>	58
<b>I am a...</b>	Vulnerable Adult
<b>Your Mailing Address</b>	
<b>Your City</b>	
<b>Your State</b>	
<b>Your Zip Code</b>	
<b>Is your complaint about:</b>	An automobile dealer
<b>Business Name or Person's First Name</b>	Capital City GMC
<b>Person's Last Name</b>	Karl Preus
<b>Business Phone (1)</b>	(802)223-0001
<b>Phone (1) Type</b>	Office
<b>Business E-</b>	kpreus@capitalcityautomart.com



<b>Mail Address</b>	
<b>Business Address</b>	1162 US Route 2
<b>Business City</b>	Berlin
<b>Business State</b>	VT
<b>Business Zip Code</b>	05602
<b>Is your complaint about a vehicle you purchased?</b>	Yes
<b>What is the year of your vehicle?</b>	2015
<b>What is the make and model of your vehicle?</b>	GMC SIERRA
<b>Is the vehicle new or used?</b>	Used
<b>Where did the vehicle receive its last state inspection?</b>	at the dealership I assume
<b>Inspection sticker number, date and color:</b>	BLUE #2
<b>When was the vehicle purchased?</b>	July 14, 2017
<b>What was the purchase price?</b>	33567.28
<b>Vehicle mileage at time of purchase:</b>	34,487
<b>Current mileage on the vehicle:</b>	35,800
<b>Did you</b>	No



<b>receive a Buyer's Guide document with the vehicle?</b>	
<b>Which of the following apply to the vehicle?</b>	Manufacturer's extended warranty
<b>Description</b>	<p>NOVEMBER 2010 I HAD A STROKE WHICH LEFT ME DISABLED. BECAUSE OF MY DISABILTY I IN THE PAST AKWAYS HAD MY WIFE WITH ME TO MAKE SURE I DID NOT SIGN PAPERWRK WITHOUT UNDERSTANDING IT. SINCE I AM IN THE PROCESS OF GETTING DIVORCED I ASKED MY SISTER LORI CHAFFEE TO COME WITH ME PLUS I NEEDED HER TO DRIVE ONE OF THE TWO LEASED VEHICLES BACK TO CAPITAL CITY (THE AUTOSAVER GROUP)TO MAKE SURE I HAD WORKED WITH THIS SALEMAN KARL PREUSS ON ALL OF THE LAST 5 VEHICLES THAT I HAD PURCHASED/LEASED. HE WAS AND IS FULLY AWARE OF MY DISABILITY. BEFORE KARL STARTED TELLING ME ABOUT ANY NEW/USED TRUCK THAT I COULD AFFORD I TOLD HIM THAT MY MAIN CONCERNS WERE TO TURN IN THE TWO LEASED VEHICLES, NOT RUIN MY CREDIT AND STILL HAVE AN AFFORDABLE VEHICLE I COULD DRIVE. AFTER A FEW HOURS IT SOUNDS LIKE THIS 2015 GMC SIERRA IS GOING TO WORK OUT BEST. THE PAPERWIRK IS PREPARED AND SIGNED AND I FULLY BELIEVE I AM BEING LET OUT OF THE TWO LEASES AND INTO ONE PURCHASE. SO WHEN KARL ASKS IF MY SISTER IS GOING TO DRIVE THE ONE OF THE LEASED VEHICLES HOME I ASKED WHY AS I THOUGHT I NO LONGER WAS RESPONSIBLE. HE SAID THE LEASED VEHICLES WOULD BE PICKED UP AT MY HOUSE SO MY SISTER DROVE HOME THE LEASED CAR, I DROVE HOME THE GMC I JUST PURCHASED AND THEY DELIVERED MY LEASED TRUCK A COUPLE HOURS LATER. AFTER SEVERAL DAYSAND STILL THE LEASED VEHICLES HADN'T BEEN PICKED UP I CALLED KARLTO ASK WHY. THIS IS WHEN HE SAYS THAT I HAVE TO CALL THE LEASE COMPANY AND TELL THEM I AM DEFAULTING ON THE LEASES. AT THIS POINT I AM BEWILDERED AND VERY UPSET BECAUSE THIS IS THE FIRST THAT I AM HEARING THAT I HAVE TO DEFAULT ON MY LEASES WHICH WILL RUIN MY CRDIT. KARL KNEW I DIDN'T WANT THAT. I WANT THEM TO TAKE THE SIERRA BACK AND GIVE ME MY \$550.00 CASH DEPOSIT BACK.</p>
<b>How would you like this matter to be resolved?</b>	I want them to take back the purchased truck and return the \$550.00 deposit I paid before signing the loan installment agreement. I will do the best to keep paying on my leased truck and my wife will need to continue paying on the leased car.
<b>Incident Date</b>	7/30/2017 12:00:00 AM







# Autocap Case Record

Case #

059-17

Date Received

08/04/2017

Closed Date

10/23/2017

Consumer-FIRSTN

Tarah

Consumer-LASTNAM

Jacksics

Date Acknowledged

8 / 8 / 2017

Consumer Respons

8 / 22 / 2017

Complaint Type

Sales

Purchase Date

7 / 15 / 2017

Year/Make Model

2012 Mazda 3

Mileage

57,000

Price Sold

\$10,600

As Is

☐

Member Name

Auto Mall

Member Contact

Chad Chaver

Member Response Due

8 / 14 / 2017

Resolution Process

Staff

Panel

☐

Referred to

Resolution

Consumer

## Case Notes

08/04 - Rec'd dealers response

08/08 - Forwarded to consumer

8/8 - Rec'd consumers response - asked to send all sales paperwork

8/9 - Rec'd follow-up from consumer regarding documentation and request to cancel GAP insurance

8/10 - Forwarded to dealer and asked for transmission update

8/14 - Rec'd consumer's sales paperwork

8/25 - sent follow-up to dealer looking for status

10/6 - Sent complaint to GBM to try and get someone to respond

10/16 - Rec'd dealer response

10/23 - Forwarded to consumer and closed

## Notes (Summary)

Consumer states that 3 days after purchasing the vehicle she brought it back for noise issues. Car needed a new transmission. Wants dealership to buy the vehicle back. Dealership had transmission fixed by Autex Mazda in Keene, NH and returned to consumer. Sending check to Key Bank to cancel GAP insurance.



**From:** Kim Gauthier <vtautocap@aol.com>  
**To:** tjacksics  
**Subject:** Fwd: Tarah Jacksics confirmation# WB17-00718  
**Date:** Mon, Oct 23, 2017 9:21 am

---

Dear Ms. Jacksics,

Just following up on your complaint with Auto Mall. It appears from the email below that the transmission in your vehicle has been fixed and has been returned to you. As of today your complaint will be closed and a copy sent to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

**From:** Patty Holtzman [mailto:patty@brattautomall.com]  
**Sent:** Monday, October 16, 2017 12:59 PM  
**To:** Kim Gauthier <kgauthier@vermontada.org>  
**Subject:** Fwd: Tarah Jacksics confirmation# WB17-00718

Hi Kim,

See message below from Chad.

Also, I am sending a check out today for the gap cancellation refund of \$695.00 to Key Bank.

Let me know if you need anything else.

Patty

----- Forwarded message -----

**From:** Chad Carver <ccarver@brattautomall.com>  
**Date:** Thu, Oct 12, 2017 at 6:22 PM  
**Subject:** Re: Tarah Jacksics confirmation# WB17-00718  
**To:** Patty Holtzman <patty@brattautomall.com>

Hi, Autex Mazda in Keene finished the transmission service and Tarah has had her car back for a few months now..

Thanks

On Mon, Oct 9, 2017 at 1:10 PM, Patty Holtzman <patty@brattautomall.com> wrote:

Chad,

Could you please get back to Kim and VADA on this customer?

Thank you,



Patty

----- Forwarded message -----

From: **Kim Gauthier** <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
Date: Fri, Oct 6, 2017 at 4:31 PM  
Subject: Fwd: Tarah Jacksics confirmation# WB17-00718  
To: [patty@brattautomall.com](mailto:patty@brattautomall.com)

Hi Patty,

This is Kim from VADA - below is the complaint I would like to you to forward to Chad.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

From: Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
To: chadcarver <[chadcarver@ymail.com](mailto:chadcarver@ymail.com)>  
Cc: spoffordgirl  
Sent: Fri, Aug 25, 2017 10:50 am  
Subject: Fwd: Tarah Jacksics confirmation# WB17-00718

Good Morning Mr. Carver,

I did not receive a response from my 8/10 email. Can you give me an update on the status of Ms. Jacksics' transmission?

Thank you,  
Kim Gauthier

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

From: Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
To: chadcarver <[chadcarver@ymail.com](mailto:chadcarver@ymail.com)>  
Sent: Thu, Aug 10, 2017 9:44 am  
Subject: Fwd: Tarah Jacksics confirmation# WB17-00718

Good Morning Chad,

Please see responses from Ms. Jacksics and the attached cancellation form for her GAP insurance. Can you give us an update on the status of the transmission.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

From: tarah jacksics <[tarahjacksics@aol.com](mailto:tarahjacksics@aol.com)>  
To: Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
Sent: Wed, Aug 9, 2017 3:04 pm  
Subject: Re: Tarah Jacksics confirmation# WB17-00718



Hello Kim - Documents went out today - after reviewing my paperwork (which I picked up last night) I see I was charged for GAP coverage - where their finance person indicated it came with the vehicle! My fault for not reading the fine print then and there I suppose...

I am within the 30 days so I can cancel - but just WOW. My experience with these folks seems to be getting uglier and uglier.

"While gap insurance is useful to car buyers, you can often save a few hundred dollars on premiums by shopping around on the open market. Recognizing this, some dealer finance managers automatically include gap coverage in your purchase agreement without even talking about it with the buyer. This practice is generally considered unethical, at a minimum. Buyers who want to get the best value should explore gap options before buying and review the itemized costs on the car purchase agreement before signing"

Still no call at all from Chad, not even to offer another loaner as indicated in his reply to you.  
Also guessing the transmission - ONCE AGAIN - has not arrived.

Thank you,  
Tarah

On Tue, Aug 8, 2017 at 3:57 PM, tarah jacksics · wrote:

They are in the car that I have not even seen in 22 days. I will go get them tonight and get them right over to you  
Thanks for your timely response!  
Tarah

On Tue, Aug 8, 2017 at 3:40 PM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

No you do not need to remove anything. Please feel free to send which ever method is easiest for you.

email: [vtautocap@aol.com](mailto:vtautocap@aol.com)

fax: (802) 461-2659

mail: VADA, 1284 US Route 302, Suite 2, Barre, VT 05641

Thanks,  
Kim Gauthier  
AUTOCAP Coordinator

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

From: tarah jacksics

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

Sent: Tue, Aug 8, 2017 3:31 pm

Subject: Re: Tarah Jacksics confirmation# WB17-00718

Hi Kim - Will do.

Do I need to remove anything before I send it over?

My SS# or anything proprietary?

Please advise best address to send these documents.

Thank you so much!  
Tarah

On Tue, Aug 8, 2017 at 3:27 PM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

Good Afternoon Tarah,



Please send me copies of all your sales paperwork, via email, fax or USPS.

Thanks,  
Kim Gauthier  
AUTOCAP Coordinator\_

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

From: tarah jacksics <[tarah.jacksics@autocap.com](mailto:tarah.jacksics@autocap.com)>  
To: Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)>  
Sent: Tue, Aug 8, 2017 10:23 am  
Subject: Re: Tarah Jacksics confirmation# WB17-00718

Kim - I am shocked Chad got back to you, I have not heard anything from him regarding what they can do for me and have been reaching out for weeks

Regarding trading the vehicle out - I would not EVER do business with these people again....these vehicles on their lot - should not even be FOR SALE!

I do not want to trade the vehicle as I will then be upside down with the payment, why should I be out anything here?

I drove the car two days - and my temporary plates have just about expired!

I have spoken with almost every other local dealership and told them of my experience - they cannot believe a small local business would treat a customer this way.

How could I have no rights to cancel a sales contract on a car I haven't been able to drive? The price I paid for this car was a price for a DRIVEABLE car. They did not deliver that product to me and I should not have had to wait 25 days (if the car is really done by 8/11) to receive a satisfactory product.

I am including the messages I got from Auto Mall so you can see how they have done nothing on the customer service front.

Best,  
Tarah

On Tue, Aug 8, 2017 at 10:02 AM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

Dear Ms. Jacksics,

AUTOCAP is in receipt of your complaint against Auto Mall regarding your recent purchase. We have also received the following response from Chad Carver, General Sales Manager with Auto Mall. Please review and respond, in writing, within 10 business days or August 22, 2017. If we do not hear from you on or before August 22, 2017 we will have to close the case and send it back to the Consumer Assistance Program office where you originally filed the complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator



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

From: Chad Carver <[chadcarver@ymail.com](mailto:chadcarver@ymail.com)>

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

Sent: Fri, Aug 4, 2017 6:27 pm

Subject: Tarah Jacksics confirmation# WB17-00718

Good afternoon, I am sorry to hear that this vehicle has been less than satisfactory. I have spoken with my service manager Randy Wheelock who let me know that the vehicle was brought to Autex Mazda located at 94 Key Rd in Keene NH. The vehicle was diagnosed on 07/20/2017 as needing a new transmission and is receiving one under Mazda's manufacturer warranty at no cost to the customer. The service manager at Autex Mazda Chris Barnwell let us know that the transmission should arrive no later than 08/09/2017 and will be installed by 08/11/2017. Chris also let us know that he has spoken to Tarah and gave her the same info.

In regards to buying the vehicle back, we would be happy to take it in on trade for a different vehicle.

If the loaner we provided is not satisfactory I would be happy to change it out for a different one.

Thanks

Chad Carver

General Sales Manager

Auto Mall Inc.

802-257-5100

--  
Patty Holtzman

--  
Patty Holtzman

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version. Brattleboro Auto Mall, 800 Putney Road, Brattleboro, VT 05301, [www.brattautomall.com](http://www.brattautomall.com)



10/23/2017

Fwd: Tarah Jacksics confirmation# WB17-00718

This message is confidential. It may also be privileged or otherwise protected by work product immunity or other legal rules. If you have received it by mistake, please let us know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone. Please send us by fax any message containing deadlines as incoming e-mails are not screened for response deadlines. The integrity and security of this message cannot be guaranteed on the Internet.

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Brattleboro Auto Mall, 800 Putney Road, Brattleboro, VT 05301, [www.brattautomall.com](http://www.brattautomall.com)





## Cancellation Form

2012 Mazda 3

as of 8/9/17

### Instructions:

1. All information must be completed to avoid delays in processing.
2. Attached copy of customer's original Contract.
3. Please, fax or mail to administrator:  
**Cancellations Department**  
Two Concourse Parkway, Suite 500  
Atlanta, GA 30328  
FAX: 678-553-1374  
cancellations@sgintl.com
4. Allow three to four weeks for processing.

### Reason for Cancellation (Select One)

- ☐ Loan Paid Off
- ☐ Repossession  
(Must include Repossession letter from lienholder)
- ☒ Other Never Wanted -

Was told it was included

### Product To Be Cancelled:

- ☒ Guaranteed Asset Protection (GAP)
- ☐ Lease Wear & Tear
- ☐ Tire & Wheel Protection
- ☐ Vehicle Service Contract (VSC)\*
- ☐ Other: \_\_\_\_\_

Registered Customer's Name

Tarah Jacksics

Address

City

Dealer Name

Auto Mall 800 Putney Rd. Braintree, VT

Last 7 Digits of Vehicle Identification Number (VIN)

1606175

Contract Purchase Date

7/15/17

Cancellation/Repo Date

Request Cancel 8/9/17

Year

2012

Make

Mazda

Model

3

Lienholder

Key Bank

Term of Contract/Finance Agreement

48 Mos.

Months in Effect

23 days

### \*Additional Information Needed for Cancellation of Vehicle Service Contract (VSC)

Odometer on Purchase Date

56,408

Odometer on Cancel Date

56,910



I hereby request cancellation of my agreement in accordance with the cancellation terms and conditions of my agreement. I realize I relinquish all rights and provisions.

Registered Customer Signature

*[Signature]*

Date

8/9/17

Dealer Signature

Date

### Notes

Was told this coverage came with vehicle. Cost was never disclosed. Car has been in shop since 7/11/17 - two days after purchase. I just got my paperwork out of it yesterday

Administrator Use Only

8/9/17 or would have cancelled. Owner



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VADA

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, AUTO MALL INC state that the odometer now  
(TRANSFEROR'S NAME - PRINT)

reads 56,408 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING — ODOMETER DISCREPANCY.

MAKE MAZDA

MODEL MAZDA3 BODY TYPE 4DR SDN AUTO I

VEHICLE IDENTIFICATION NUMBER JM1BL1V82C1606175

YEAR 2012

TRANSFEROR'S NAME AUTO MALL INC (PRINTED NAME)

TRANSFEROR'S ADDRESS (STREET) 800 Putney Rd

Brattleboro VT 05301  
(CITY) (STATE) (ZIP CODE)

TRANSFEROR'S NAME X (SIGNATURE)

DATE OF STATEMENT 07/15/17

TRANSFEE'S NAME TARA L JACKSICS

TRANSFEE'S ADDRESS (STREET) \_\_\_\_\_

X (CITY) \_\_\_\_\_ (STATE) \_\_\_\_\_ (ZIP CODE) \_\_\_\_\_

TRANSFEE'S NAME X (SIGNATURE)

\_\_\_\_\_ (PRINTED NAME)



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

Name of Buyer(s) TARA L JACKSICS

Date: 07/15/17

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Trade-in or Cancellation of Lease

Dealership allowance for trade-in: \$ N/A

Amount owed on trade-in or lease  
as of 07/15/17 (date): \$ N/A

EQUITY ☐ POSITIVE ☐ NEGATIVE\* \$ N/A

\*If the EQUITY is NEGATIVE, the amount the Dealer is offering you in trade for your vehicle is less than what is currently owed on your vehicle. You MAY be financing an amount for the NEW vehicle that exceeds the VEHICLE PRICE.

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

CASH PRICE (from retail installment contract\*\*) \$ 10,698.00

\*\*REMINDER - the Cash Price MUST include the documentation fee so add here if not already included.

If any of the following Optional Items are included in the Cash Price, itemize and deduct each from the Cash Price to calculate Vehicle Price.

Service Contract \$ N/A

Purchase and Use Tax \$ N/A

Fees (license, title, registration) \$ N/A

Other (describe) AFTER MARKET OPTIONS \$ 299.00

If the manufacturer's rebate has not been deducted from the Cash Price, itemize and deduct.

Rebate N/A \$ N/A

VEHICLE PRICE \$ 10,698.00

AMOUNT FINANCED on motor vehicle retail installment contract \$ 13,891.00

The AMOUNT FINANCED on the motor vehicle retail installment contract as a percentage of the VEHICLE PRICE 127 %

\*\*\*If this number is greater than 100% the amount financed is greater than the Vehicle Price.

Buyer: TARA L JACKSICS / Date: 07/15/17





120 State Street  
Montpelier, Vermont 05603-0001  
802.828.2000  
Toll Free 888.99.VERMONT

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

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VADA

Dealer: SAINT HALL INC.      SAINT HALL INC.      Dealer #                     

Owner(s) TORO JACK LLC Dealer # \_\_\_\_\_

Address \_\_\_\_\_

Vehicle	1/2014	2/2014	3/2014	4/2014	5/2014	6/2014	7/2014	8/2014	9/2014	10/2014	11/2014	12/2014	1/2015	2/2015	3/2015	4/2015	5/2015	6/2015	7/2015	8/2015	9/2015	10/2015	11/2015	12/2015	1/2016	2/2016	3/2016	4/2016	5/2016	6/2016	7/2016	8/2016	9/2016	10/2016	11/2016	12/2016	1/2017	2/2017	3/2017	4/2017	5/2017	6/2017	7/2017	8/2017	9/2017	10/2017	11/2017	12/2017	1/2018	2/2018	3/2018	4/2018	5/2018	6/2018	7/2018	8/2018	9/2018	10/2018	11/2018	12/2018	1/2019	2/2019	3/2019	4/2019	5/2019	6/2019	7/2019	8/2019	9/2019	10/2019	11/2019	12/2019	1/2020	2/2020	3/2020	4/2020	5/2020	6/2020	7/2020	8/2020	9/2020	10/2020	11/2020	12/2020	1/2021	2/2021	3/2021	4/2021	5/2021	6/2021	7/2021	8/2021	9/2021	10/2021	11/2021	12/2021	1/2022	2/2022	3/2022	4/2022	5/2022	6/2022	7/2022	8/2022	9/2022	10/2022	11/2022	12/2022	1/2023	2/2023	3/2023	4/2023	5/2023	6/2023	7/2023	8/2023	9/2023	10/2023	11/2023	12/2023	1/2024	2/2024	3/2024	4/2024	5/2024	6/2024	7/2024	8/2024	9/2024	10/2024	11/2024	12/2024	1/2025	2/2025	3/2025	4/2025	5/2025	6/2025	7/2025	8/2025	9/2025	10/2025	11/2025	12/2025	1/2026	2/2026	3/2026	4/2026	5/2026	6/2026	7/2026	8/2026	9/2026	10/2026	11/2026	12/2026	1/2027	2/2027	3/2027	4/2027	5/2027	6/2027	7/2027	8/2027	9/2027	10/2027	11/2027	12/2027	1/2028	2/2028	3/2028	4/2028	5/2028	6/2028	7/2028	8/2028	9/2028	10/2028	11/2028	12/2028	1/2029	2/2029	3/2029	4/2029	5/2029	6/2029	7/2029	8/2029	9/2029	10/2029	11/2029	12/2029	1/2030	2/2030	3/2030	4/2030	5/2030	6/2030	7/2030	8/2030	9/2030	10/2030	11/2030	12/2030	1/2031	2/2031	3/2031	4/2031	5/2031	6/2031	7/2031	8/2031	9/2031	10/2031	11/2031	12/2031	1/2032	2/2032	3/2032	4/2032	5/2032	6/2032	7/2032	8/2032	9/2032	10/2032	11/2032	12/2032	1/2033	2/2033	3/2033	4/2033	5/2033	6/2033	7/2033	8/2033	9/2033	10/2033	11/2033	12/2033	1/2034	2/2034	3/2034	4/2034	5/2034	6/2034	7/2034	8/2034	9/2034	10/2034	11/2034	12/2034	1/2035	2/2035	3/2035	4/2035	5/2035	6/2035	7/2035	8/2035	9/2035	10/2035	11/2035	12/2035	1/2036	2/2036	3/2036	4/2036	5/2036	6/2036	7/2036	8/2036	9/2036	10/2036	11/2036	12/2036	1/2037	2/2037	3/2037	4/2037	5/2037	6/2037	7/2037	8/2037	9/2037	10/2037	11/2037	12/2037	1/2038	2/2038	3/2038	4/2038	5/2038	6/2038	7/2038	8/2038	9/2038	10/2038	11/2038	12/2038	1/2039	2/2039	3/2039	4/2039	5/2039	6/2039	7/2039	8/2039	9/2039	10/2039	11/2039	12/2039	1/2040	2/2040	3/2040	4/2040	5/2040	6/2040	7/2040	8/2040	9/2040	10/2040	11/2040	12/2040	1/2041	2/2041	3/2041	4/2041	5/2041	6/2041	7/2041	8/2041	9/2041
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Model	Year	Color	Date Purchased
2001	2001	2001	2001

Vehículo Identificación		Modelo		Año		Color		Placa		Tipo		Uso		Otro	
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Date Issued: 07/15/77 11:40 AM

\_\_\_\_\_

10 We certify that the motor vehicle described above is: ☒ Salvage ☐ Salvage and Rebuilt ☐ Totaled

On 04/11/2014, this information has been conveyed to the purchaser, both orally and in writing in accordance with 23 VSA §2093(b) and §2093(c). This section is completed by Ver

THE TEMPORARY REGISTRATION EXPIRES ON 15/01/2015

ANY ALTERATIONS WILL VOID THE CERTIFICATE

N/A	N/A	Purchase Price \$ 10,599.00
-----	-----	-----------------------------

Make	Year	Plate #	Trade-in Credit \$	N/A
N/A			Net Taxable Cost \$	

Vehicle Identification Number	10,589.00
Tax Due	\$ 10,589.00

Registration Fee	\$	N/A
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VEHICLE NOT DISPLAYING A VALID VT INSPECTION STICKER MUST BE INSPECTED WITHIN 15 DAYS OF REGISTRATION

TEMPORARY REGISTRATION TO HAVE YOUR VEHICLE INSPECTED. Warranty Fee \$                     

Misc.	\$	N/A
<b>TOTAL</b>	<b>\$</b>	

ODOMETER DISCLOSURE STATEMENT

late the odometer now reads 55,408 (no tenths) and I hereby certify to the best of my knowledge

☐ The odometer reading is the actual mileage.

⚠ The odometer reading is not the actual mileage. **WARNING: ODOMETER DISCREPANCY**

Grantor/Lessor Name (Print): AUTO HALL INC

Alert/Assign Address 800 PULLEY ROAD, Apt 1, Phone # 802 257-5100



# AUTO MALL

**Auto Mall, Inc.**

800 Putney Road, Brattleboro, VT 05301

(802) 257-5100 (888) 539-2987

Fax (802) 257-9327 www.brattautomall.com Email: sales@brattautomall.com

**MOTOR VEHICLE****PURCHASE AGREEMENT**

PURCHASER <b>TARA L JACKSICS</b>		<b>RECEIVED</b>		<b>05/18/78</b>		<b>040-70-0331</b>	
CO-PURCHASER <b>N/A</b>				<b>N/A</b>		<b>N/A</b>	
ADDRESS <b>VADA</b>				RES. PHONE <b>N/A</b>		BUS. PHONE <b>N/A</b>	
SALESMAN <b>JOE MATTIOLI</b>		DEAL <b>A6009A</b>		DATE OF DELIVERY <b>07/16/17</b>		IN SERV. DATE <b>N/A</b>	
E-MAIL <b>N/A</b>							
<input type="checkbox"/> NEW <input checked="" type="checkbox"/> GM PROGRAM <input type="checkbox"/> USED <input type="checkbox"/> RENTAL DEMO		STOCK NO. <b>A6009A</b>		YEAR <b>2012</b>		MAKE <b>MAZDA</b>	
MODEL <b>MAZDA3</b>		SERIAL NO. <b>JM1BL1V82C1606175</b>					
MILEAGE <b>56,408</b>		COLOR <b>N/A</b>		CYLINDERS <b>4</b>		BODY STYLE <b>4DR SDN</b>	
MODEL TYPE <b>N/A</b>							
<b>TRADE-IN RECORD</b>				INS AGENT <b>N/A</b>		PHONE <b>(800)847-3000</b>	
YEAR <b>N/A</b>		MAKE <b>N/A</b>		INS. COMPANY <b>GEICO INS</b>		POLICY# <b>N/A</b>	
MODEL <b>N/A</b>		TYPE <b>N/A</b>		MSRP - List Price <b>10,599.00</b>			
ID NO. <b>N/A</b>				Options <b>N/A</b>			
				Options <b>N/A</b>			
MILEAGE <b>N/A</b>		COLOR <b>N/A</b>		SUBTOTAL <b>10,599.00</b>			
LIEN HOLDER INFO <b>N/A</b>				Rebate/Discounts <b>N/A</b>			
				Total Price <b>10,599.00</b>			
				Credit/Over Allowance <b>N/A</b>			
				Trade-In Allowance (Wholesale) <b>N/A</b>			
				Trade Difference <b>10,599.00</b>			
				Administrative Fee <b>\$ 299.00</b>			
				State Tax ( % ) <b>N/A</b>			
				New Plates/Transfer Registration <b>\$ N/A</b>			
				Title Fees <b>\$ 25.00</b>			
				Other <b>WARRANTY SOLUTIONS</b>			
				Other <b>\$ N/A</b>			
				Total Contract Price <b>\$ 13,196.00</b>			
				Balance due of Trade-In <b>\$ N/A</b>			
				Total of lines <b>\$ N/A</b>			
				Deposit <b>\$ N/A</b>			
				SUBTOTAL <b>\$ N/A</b>			
				Cash due on delivery <b>\$ N/A</b>			
				Amount to be Financed <b>13,196.00</b>			
<small>PURCHASER(S) CERTIFY THAT (A) I (WE) HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS AGREEMENT, THE SAME AS IF IT WERE PRINTED ABOVE MY (OUR) SIGNATURES; (B) I (WE) AM (ARE) OF LEGAL AGE; (C) I (WE) HAVE VOLUNTARILY PURCHASED THE ABOVE MERCHANDISE, THE OPTIONAL EQUIPMENT AND ACCESSORIES THEREIN, THAT THE PROPERTY I (WE) AM (ARE) TRADING IN IS FREE FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT AS NOTED ABOVE. THE FRONT AND BACK OF THIS AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OR ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO. OR WILL BE RECOGNIZED. NO VERBAL AGREEMENTS WILL BE HONORED BY THE DEALER. ALL TERMS OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN.</small>							
PURCHASER 		DATE <b>07/16/17</b>					
PURCHASER		DATE <b>07/15/17</b>					
				DEALER OR HIS AUTHORIZED REPRESENTATIVE 			



## SIMPLE FINANCE CHARGE

Dealer Number 060

Contract Number N/A

Buyer Name and Address (Including County and Zip Code) <b>TARA L. JACKSICS</b>	Co-Buyer Name and Address (Including County and Zip Code) <b>N/A</b> <b>N/A</b> <b>N/A</b>	Seller-Creditor (Name and Address) <b>AUTO MALL INC</b> <b>800 Putney Rd</b> <b>Brattleboro, VT 05301</b>
--	--	--

AUG 14 2017

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 <b>USED</b>	Year <b>2012</b>	Make and Model <b>MAZDA</b> <b>MAZDA3</b>	Vehicle Identification Number <b>JM1BL1V82C1605175</b>	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
<b>6.24 %</b>	<b>\$ 1,892.28</b>	<b>\$ 13,898.00</b>	<b>\$ 15,773.28</b>	<b>\$ 15,773.28</b>

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
<b>48</b>	<b>\$28.51</b>	Monthly beginning <b>09/29/17</b>

Or As Follows:

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

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

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

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

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price	<b>\$ 10,898.00 (1)</b>
2 Total Downpayment -	
Trade-In (Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>N/A</u>
Less: Pay Off Made By Seller	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>N/A</u>
+ Cash	\$ <u>N/A</u>
+ Other	\$ <u>N/A</u>
(If total downpayment is negative, enter "0" and see 4) below)	\$ <u>N/A (2)</u>
3 Unpaid Balance of Cash Price (1 minus 2)	<b>\$ 10,898.00 (3)</b>
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	
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>
D Optional Gap Contract	\$ <u>695.00</u>
E Official Fees Paid to Government Agencies	
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
F Government Taxes Not Included in Cash Price	
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
G Government License and/or Registration Fees	\$ <u>N/A</u>
H Government Certificate of Title Fees	\$ <u>25.00</u>
I Other Charges (Seller must identify who is paid and describe purpose)	
to <u>N/A</u> for Prior Credit or Lease Balance	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
to <u>WARRANTY SOLUTION</u> for <u>SERVICE CONTRACT</u>	\$ <u>2,273.00</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 checked below. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

## Check the insurance you want and sign below:

## Optional Credit Insurance

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

Premium:

Credit Life \$ N/ACredit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

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

## Other Optional Insurance

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/AInsurance Company Name N/AHome Office Address N/AN/A

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/AInsurance Company Name N/AHome Office Address N/AN/A

Other optional insurance is not required to obtain credit. Your decision to buy or not to 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**  
Buyer Signature Date

**X**  
Co-Buyer Signature Date

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

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed.



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

<b>1 Cash Price</b>		<b>\$ 10,395.00<sup>(1)</sup></b>
<b>2 Total Downpayment -</b>		
Trade-In	(Year) (Make) (Model)	
Gross Trade-In Allowance		\$ N/A
Less Pay Off Made By Seller		\$ N/A
Equals Net Trade In		\$ N/A
+ Cash		\$ N/A
+ Other		\$ N/A
(If total downpayment is negative, enter "0" and see 4l below)		\$ N/A <sup>(2)</sup>
<b>3 Unpaid Balance of Cash Price (1 minus 2)</b>		<b>\$ 10,395.00<sup>(3)</sup></b>
<b>4 Other Charges Including Amounts Paid to Others on Your Behalf</b>		
(Seller may keep part of these amounts):		
<b>A Cost of Optional Credit Insurance Paid to Insurance Company or Companies</b>		
Life	\$	N/A
Disability	\$	N/A
<b>B Vendor's Single Interest Insurance</b>		
Paid to Insurance Company \$ N/A		
<b>C Other Optional Insurance Paid to Insurance Company or Companies</b>		
\$ N/A		
<b>D Optional Gap Contract</b>		
\$ 595.00		
<b>E Official Fees Paid to Government Agencies</b>		
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
<b>F Government Taxes Not Included in Cash Price</b>		
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
<b>G Government License and/or Registration Fees</b>		
\$ N/A		
<b>H Government Certificate of Title Fees</b>		
\$ 25.00		
<b>1 Other Charges (Seller must identify who is paid and describe purpose)</b>		
to	N/A	for Prior Credit or Lease Balance
to	N/A	for N/A
to	N/A	for N/A
to	WARRANTY SOLUTI	for SERVICE CONTRACT
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
to	N/A	for N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		
\$ 2,273.00 <sup>(4)</sup>		
<b>5 Amount Financed (3 + 4)</b>		
<b>\$ 13,691.00<sup>(5)</sup></b>		

RECEIVED

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

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

I want the insurance checked above.

**X**  
Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**X**  
Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

Term \_\_\_\_\_ 48 \_\_\_\_\_ Mos.

SAFE-GAP Name of Gap Contract

I want to buy a gap contract.

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

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

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

#### NO COOLING OFF PERIOD

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

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

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

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

Other owner signs here \_\_\_\_\_ Address \_\_\_\_\_  
Seller signs \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_



## Kim Gauthier

---

**From:** Tarah Jacksics  
**Sent:** Tuesday, August 08, 2017 9:36 AM  
**To:** 'ccarver@brattautomall.com'  
**Cc:** 'joematt@brattautomall.com'; 'John Langevin'  
**Subject:** RE: Mazda 3 I Touring PURCHASED FROM AUTOMALL

**Importance:** High

Hello Chad – could you please give me a call today? I have been waiting to hear from you for over a week now.

802-376-3373

Thank you!  
Tarah

---

**From:** Tarah Jacksics  
**Sent:** Thursday, August 03, 2017 1:40 PM  
**To:** 'John Langevin'  
**Subject:** RE: Mazda 3 I Touring PURCHASED FROM AUTOMALL

John - The wrong part was sent. I called Mazda myself.  
By the time my car is back my 30 day temp plate will be about expired.

I called Chad every day this week – twice per day

Mon – Sales meeting  
Tues – Sale meeting  
Wed – At the Auction  
Thursday – His day off

I know Auto Mall CAN make this right – they simply do not want to.

Regards,  
Tarah

**From:** John Langevin [<mailto:jlangevin@brattautomall.com>]  
**Sent:** Thursday, August 03, 2017 12:56 PM  
**To:** Tarah Jacksics  
**Subject:** Re: Mazda 3 I Touring PURCHASED FROM AUTOMALL

Good Afternoon Tarah,

I'm sorry for your situation to the best of my knowledge Chad was handling the communications with you. We are at the mercy of Madza in getting the work completed and we have even



offered to pay overnight shipping on the parts(on back order) and what I have been over hearing is that the part is still in the shipping process and should arrive Monday or Tuesday .....

Thank You  
John

John S Langevin  
Sales Manager  
Auto Mall  
Putney Rd  
Brattleboro Vt 05301  
(802)257-5100  
(802)254-6126

On Wed, Aug 2, 2017 at 4:02 PM, Tarah Jacksics <\_\_\_\_\_> wrote:

Chad/John -- you may reach me until 11PM tonight.

I have been calling Auto mall twice per day and have yet to hear anything.

When I called this morning I was told you folks were at Auction. Interesting to know that buying cars comes first and taking care of customers is secondary.

I am appalled by the way I have been treated since the day I drove away in the car and had to return it ONE day later

Please let me know what day and time I can come and meet with you. I am flexible and can come in anytime.

Regards,

Tarah Jacksics

(\_\_\_\_\_)



**From:** Kim Gauthier <vtautocap@aol.com>  
**To:** tjacksics <  
**Subject:** Fwd: Tarah Jacksics confirmation# WB17-00718  
**Date:** Tue, Aug 8, 2017 10:02 am

---

Dear Ms. Jacksics,

AUTOCAP is in receipt of your complaint against Auto Mall regarding your recent purchase. We have also received the following response from Chad Carver, General Sales Manager with Auto Mall.

Please review and respond, in writing, within 10 business days or August 22, 2017. If we do not hear from you on or before August 22, 2017 we will have to close the case and send it back to the Consumer Assistance Program office where you originally filed the complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

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

**From:** Chad Carver <chadcarver@ymail.com>  
**To:** vtautocap <vtautocap@aol.com>  
**Sent:** Fri, Aug 4, 2017 6:27 pm  
**Subject:** Tarah Jacksics confirmation# WB17-00718

Good afternoon, I am sorry to hear that this vehicle has been less than satisfactory. I have spoken with my service manager Randy Wheelock who let me know that the vehicle was brought to Autex Mazda located at 94 Key Rd in Keene NH. The vehicle was diagnosed on 07/20/2017 as needing a new transmission and is receiving one under Mazda's manufacturer warranty at no cost to the customer. The service manager at Autex Mazda Chris Barnwell let us know that the transmission should arrive no later than 08/09/2017 and will be installed by 08/11/2017. Chris also let us know that he has spoken to Tarah and gave her the same info.

In regards to buying the vehicle back, we would be happy to take it in on trade for a different vehicle.

If the loaner we provided is not satisfactory I would be happy to change it out for a different one.

Thanks  
Chad Carver  
General Sales Manager  
Auto Mall Inc.  
802-257-5100



8/4/2017

Fwd: Jacksics, Tarah (AutoMall) CAP VT #2017-05662

8/4

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

**To:** cdm800 <cdm800@hotmail.com>; spoffordgirl <spoffordgirl@yahoo.com>; chadcarver <chadcarver@ymail.com>

**Subject:** Fwd: Jacksics, Tarah (AutoMall) CAP VT #2017-05662

**Date:** Fri, Aug 4, 2017 3:29 pm

**Attachments:** 080317 Jacksics (ID 147272).htm (60K)

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Dear Christian & Chad,

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

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

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

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

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

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller  
AUTOCAP Director



**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Thursday, August 03, 2017 11:09 AM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

<b>Your First Name</b>	Tarah
<b>Your Last Name</b>	Jacksics
<b>Confirmation Number</b>	WB17-00718
<b>Your E-Mail Address</b>	
<b>Your Daytime Phone</b>	
<b>Daytime Phone Type</b>	Mobile
<b>Your Age</b>	39
<b>Your Mailing Address</b>	
<b>Your City</b>	
<b>Your State</b>	
<b>Your Zip Code</b>	
<b>Is your complaint about:</b>	An automobile dealer
<b>Business Name or Person's First Name</b>	Automall of Brattleboro
<b>Business Phone (1)</b>	802-257-5100
<b>Phone (1) Type</b>	Office
<b>Business E-Mail Address</b>	jlangevin@brattautomall.com
<b>Business Address</b>	800 Putney Road



<b>Business City</b>	Brattleboro
<b>Business State</b>	VT
<b>Business Zip Code</b>	05301
<b>Business Website/URL</b>	<a href="http://www.brattautomall.com/MeetOurDepartments">http://www.brattautomall.com/MeetOurDepartments</a>
<b>Is your complaint about a vehicle you purchased?</b>	Yes
<b>What is the year of your vehicle?</b>	2012
<b>What is the make and model of your vehicle?</b>	Mazda 3
<b>Is the vehicle new or used?</b>	Used
<b>Where did the vehicle receive its last state inspection?</b>	VT
<b>Inspection sticker number, date and color:</b>	Unsure
<b>When was the vehicle purchased?</b>	7/15/17
<b>What was the purchase price?</b>	10,600
<b>Vehicle mileage at time of purchase:</b>	57K
<b>Current mileage on the vehicle:</b>	57K
<b>Did you receive a</b>	No



<b>Buyer's Guide document with the vehicle?</b>	
<b>Which of the following apply to the vehicle?</b>	Service Contract (purchased warranty)
<b>Description</b>	<p>I bought a car 7/15/17 from Brattleboro Auto Mall and returned it 7/18/17 for noise/issues. The car needs a new transmission. I told them immediately I no longer wanted the car and have basically been ignored since. Every week I speak to the service guy (who is in touch with Autex Mazda - where they sent my car) and get a response of another week/another week. Its been close to 30 days now and I still do not have a drivable car in my possession. I have to go register this car that I do not have in my possession? Auto Mall has offered me NOTHING in the way of "how can we make this right?" They gave me a crappy loaner car and basically have told me to be patient.</p> <p>I want to terminate this whole deal - they have told me they cannot do that.</p>
<b>Amount of loss:</b>	13200
<b>How would you like this matter to be resolved?</b>	For them to buy their JUNK car back from the bank.
<b>Incident Date</b>	7/15/2017 12:00:00 AM







# Autocap Case Record

Case #

061-17

Date Received

08/10/2017

Closed Date

9/26/2017

Consumer-FIRSTN

Abdo

Consumer-LASTNAM

Elchoueiri

Date Acknowledged

8/25/2017

Consumer Respons

9/4/2017

Complaint Type

Sales

Purchase Date

5/22/2017

Year/Make Model

2016 VW Jetta TSI

Mileage

18,900

Price Sold

\$13,382

As Is

☐

Member Name

Vpex Motor Company

Member Contact

Dave Swartz

Member Response Due

8/21/2017

Resolution Process

~~Staff~~ Panel

Panel

☒

Referred to

Resolution

Consumer

## Case Notes

8/14 - Rec'd dealer response  
8/25 - Forwarded to consumer  
8/27 - Rec'd consumer's response  
8/31 - Forwarded to dealer and rec'd dealer's final response  
8/31 - Forwarded to consumer with request of a hearing  
9/9 - rec'd confirmation for hearing

## Notes (Summary)

Consumer states that he was not told about the scratchy windshield before purchase and believes the damage was caused prior to purchase. Panel found in favor of the consumer and agreed to have dealership replace windshield at their cost.





AUTOMOTIVE CONSUMER ACTION PROGRAM

DATE: September 26, 2017

TO: Abdo Elchoueiri  
David Swartz, Shearer VW of South Burlington

FROM: Peter Hood, AUTOCAP Chairman

RE: AUTOCAP Panel Complaint #2017-05800

Thank you for attending today's AUTOCAP Panel Hearing.

The Panel gave serious consideration to all of the information presented, both verbal and written. After visual inspection of the vehicle, the Panel unanimously agreed that Shearer VW of South Burlington replace the windshield on the consumer's 2016 VW Jetta.

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

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

Thanks again for your participation.



Panel Hearing 9/26/17

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

Abdo Elchoueiri, Consumer and Dave Swartz, Shearer VW of South Burlington.

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

Mr. Elchoueiri gave an overview of his complaint. I purchased the car in May and the damage on the windshield it not visible and no one told him there was anything wrong with the windshield. He drove it for a while and notice 2 cracks, one slightly large then the other, brought it up to the dealership and they had told him they had filled the cracks so he felt there was no need to replace the windshield. Once he was driving down main street and the sun was just over the horizon he could see small little dots all over the windshield like it had been blasted with sand. After 60 days brought this to the attention of the dealer and they told him to submit it to his insurance company and Shearer would pay the deductible. Mr. Elchoueiri did not agree because the damage happened prior to purchase and his insurance was not going to pay for something that happened prior to purchase. He told the salesman that he did not want the windshield replaced by an insurance company but by Shearer VW. Only question that needs to be answered is whether or not the damage was done prior to the purchase. Panel members asked questions of the consumer.

Dave Swartz, GM with Shearer VW gave an overview of the case. Does not deny the 2 cracks and that the fact that Shearer VW filled them. It is very clear that it took Mr. Elchoueiri 60 days to complain and that there were many sunny days it the 60 day timeframe, so the question is whether or not the problem happened before or after, plain and simple. Mr. Swartz said he thought he made a fair good will gesture to pay for half a windshield. It is really hard to determine when it happened. If it had been a week or so after it would be a different scenario but after 60 days and 1000 miles anything can happen. Panel members asked questions of the dealer and consumer.

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

Panel members then deliberated and concluded, unanimously, to have Shearer VW of South Burlington replace the windshield for Mr. Elchoueiri.





## AUTOMOTIVE CONSUMER ACTION PROGRAM

# MEMORANDUM

TO: Abdo Elchoueiri and Shearer VW of South Burlington

The AUTOCAP Panel is scheduled to hear Complaint #2017-05800 at 10:00 am on Tuesday, September 26<sup>th</sup>, 2017 at the VADA Offices. It is important that the vehicle in question be available during the hearing. Listed below is additional information about the process.

The Panel consists of an equal number of consumer and dealer representatives, all of whom will have reviewed the complete case file prior to the hearing. After both parties present a brief overview of their position, panel members will ask questions for clarity and/or confirmation. All hearings are recorded; the Panel does not consider hearsay in its deliberations. Once all information is presented, both parties are dismissed and the Panel deliberates. Written notice of the Panel's decision will be sent within 24 hours.

VADA members have agreed to be bound by the decision of the AUTOCAP Panel; the decision of the Panel is NOT binding on the consumer. If the Panel does find in the consumer's favor, either in whole or in part, and the consumer accepts payment from the dealer in accordance with the Panel's decision; by so doing, he/she agrees to accept said payment as full and final settlement of claims against the dealer.



## Consumer's Final Response

Abdo Choueiri

you Details

Hi Kim,

Please go ahead and schedule a hearing. Tell well in advance so I can give my work notice. Thanks

Abdo

---

On Fri, Sep 8, 2017 at 12:01 PM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

*The panel hearings are held at our office around 9 or 10 in the morning. The choice is yours but if the times are not convenient for you then you can choose not to participate and try other means to resolve your complaint.*

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator

---

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

From: Abdo Choueiri <

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

Sent: Sat, Sep 2, 2017 12:01 pm

Subject: Re: Elchoueiri, Abdo (Shearer VW of South Burlington) CAP VT #2017-05800

Dear Kim,

Thank you for the invitation to bring my grievance before an AUTOCAP panel. If you think this is an effective way to proceed then please go ahead and arrange for it. It is preferable for me that the time is following work hours.

Abdo

---

On Thu, Aug 31, 2017 at 4:23 PM, Kim Gauthier <[vtautocap@aol.com](mailto:vtautocap@aol.com)> wrote:

*Dear Mr. Choueiri,*

*We have received the following final response from Mr. Swartz at Shearer VW of South Burlington. The next step in the AUTOCAP process would be to take your case before the AUTOCAP Panel for a hearing. You and Mr. Swartz would appear before the panel members on a scheduled day and present your case to the panel members - see attached sheet.*

*Let me know if you would like to proceed to a Panel hearing.*

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator



## Dealer's Final Response

**David Swartz** (daves@audisouthburlington.com) To: you Details

Kim

The dots on the windshield we not detected when we serviced the car. The two dings in the windshield were noted and repaired.

He makes an assumption that what caused the dings caused the dots.

We are not in agreement there.

The splitting of the bill was a gesture of goodwill. If he chooses not to accept that there is no more that I am going to do.

As I stated in the original email, it took him 60 days to notice the dots in the windshield. A lot can happen in 60 days of ownership. I suspect if he saw the dots a day or two later he would have run to the dealership, that is not what occurred. I suspect that whatever caused the dots happened under his ownership.

Thank you

Dave



## Consumer's 1<sup>st</sup> Response

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

From: Abdo Choueiri <

To: Kim Gauthier <[vtauto@cap@aol.com](mailto:vtauto@cap@aol.com)>

Sent: Sun, Aug 27, 2017 6:56 pm

Subject: Re: Elchoueiri, Abdo (Shearer VW of South Burlington) CAP VT #2017-05800

Dear Kim,

Thank you for following up on my complaint.

I cannot accept the Shearer offer. The question that needs an answer is was the windshield damaged prior to my purchase or after the purchase. If before, then Shearer VW should do the repair, if after, I should be responsible for the repair. I am not negotiating or bargaining here. My assertion is that Shearer sold me the car with the damaged windshield, it should not be very hard to investigate this assertion.

I find Shearer's position strange, to say the least. First, they suggest I make my insurance pay for the damage and that they will take care of the deductible, then Ryan Mccrea, General Sales Manager, Shearer VW called me and asks me to come in. When I came in, he took me to the back of the dealership ostensibly to check the car, as it turned out he just wanted me out of the way in an isolated place. Ryan restated that asking my insurance to pay for the damage is legitimate here in VT. My reply was that I would only charge my insurance for damage after the purchase not before. He then asks another chap to wipe the windshield claiming that the damage can simply be wiped out. When that did not work he started looking at the body of the car and saying the dots are all over so it must be either sap or something else, he offered me a carwash voucher and to pay half the cost of replacement. These dots on the windshield are not sap but rather are fine chips in the windshield.

Two visible cracks were filled by Shearer before my purchase, what ever caused those cracks is what caused that dots on the windshield. Shearer claims that I had the car for two months before bringing the issue to their attention. The reason for this is that the dots are not obviously visible in normal light. Ryan looking at them scraped and rubbed them for half an hour and could not figure them out, how about an unsuspecting customer? When I discovered the damage one morning, while driving with the sun low on the horizon I did not think that Shearer would take the position they have taken so I did not bring it immediately. I went on a trip out of State (not in the car). I did bring the issue to Shearer's attention in good time, two months after the purchase is not such a long period.

I purchased the car from a dealer, due to the inherent warranty. This is why I did not bring the car to a garage for inspection. It was sold to me as Low mileage near mint condition. I trusted it is a good car because I purchased it from a VW dealer.

Sincerely yours,

Abdo



## Dealer's 1<sup>st</sup> Response

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

From: David Swartz <[davidsw@shearerauto.com](mailto:davidsw@shearerauto.com)>

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

Sent: Mon, Aug 14, 2017 10:08 am

Subject: RE: Elchoueiri, Abdo (Shearer VW of South Burlington) CAP VT #2017-05800

Kim

The customer purchase the car May 22, 2017. It wasn't until 8/7/2017 that he complained about the dots in the windshield. While I understand that he is convinced the damage occurred prior to delivery, it did take him over two months to notice it, leading to some uncertainty as to how and when the dots occurred.

While he mentions the two preexisting cracks, he does not say that they have spread, so I assume they have not.

If he would like to replace the windshield, I will split the cost with him, considering it took him 2 months to notice the dots on the windshield (there certainly have been many sunny days in the last 60 days).

Please let me know how he would like to proceed.

Thanks

Dave



**From:** AGO CAP <ago.cap@vermont.gov>  
**Sent:** Tuesday, August 08, 2017 8:44 PM  
**To:** AGO - CAP  
**Subject:** CAP Complaint

The following CAP complaint was submitted:

<b>Your First Name</b>	Abdo
<b>Your Last Name</b>	Elchoueiri
<b>Confirmation Number</b>	WB17-00737
<b>Your E-Mail Address</b>	
<b>Your Daytime Phone</b>	
<b>Daytime Phone Type</b>	Mobile
<b>Your Age</b>	47
<b>I am a...</b>	Veteran
<b>Your Mailing Address</b>	46
<b>Your City</b>	
<b>Your State</b>	
<b>Your Zip Code</b>	
<b>Your Alternate Phone</b>	
<b>Is your complaint about:</b>	An automobile dealer
<b>Business Name or Person's First Name</b>	Shearer VW of South Burlington
<b>Person's Last Name</b>	Michael (don't know last name)
<b>Business Phone (1)</b>	(888) 658-1130
<b>Phone (1) Type</b>	Office
<b>Business Phone (2)</b>	2025561392



anything is wrong with the car, especially the windshield. The windshield looks fine in normal light, but when one day I drove with the sun in the horizon in front of me, the whole wind shield is dotted like it was sprayed with sand.

I called the dealer and spoke with Mike who asked me to bring the car to the dealership. I did on Monday, 08/07/2017. Even before inspecting it he said that I should contact my insurance and ask them to replace the windshield and that Shearers will pay the deductible. I did not like the solution. He sold me a car with a defective windshield, why should I make my insurance pay for the defect?

Another, note worthy to mention is that there are two visible cracks in the windshield that I noticed few days after the purchase, Tom ( the agent who sold me the car) assured me that they are filled and he would replace the windshield if the cracks expand. Well the whole windshield is dotted.

<b>Amount of loss:</b>	I am not sure.
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# Dealer Report of Sale – Temporary Registration

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

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

This Form Must be Completed In Full and is NOT Valid for Intransit Permits  
VOLKSWAGEN OF SOUTH BURLINGTON

022

Dealer: \_\_\_\_\_ Dealer #: \_\_\_\_\_

Owner(s): ABDO YUSSES ELCHOUEIRI

Address: \_\_\_\_\_

Vehicle: VOLKSWAGEN JETTA 2016 GRAY 05/22/17

Make: 3VV167AJ3GM291391 Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: AUTO Date Purchased: 44238

Vehicle Identification Number: \_\_\_\_\_ Auto/Truck: \_\_\_\_\_ Plate #: \_\_\_\_\_

Date Issued: 05/22/17 Date Expires: 07/21/17

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

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

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

Motor Vehicle Trade In: \_\_\_\_\_

Make: \_\_\_\_\_ Year: \_\_\_\_\_ Plate #: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

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

Purchase Price	\$ 13382.00
Trade-In Credit	\$ 700.00
Net Taxable Cost	\$ 13382.00
Tax Due	\$ 334.92
Registration Fee	\$
Transfer Fee	\$ 25.00
Title Fee	\$ 35.00
Warranty Fee	\$
Misc.	\$
TOTAL	\$ 394.92

## ODOMETER DISCLOSURE STATEMENT

I state the odometer now reads 18112 (no tenths) and I hereby certify to the best of my knowledge that (check applicable statement below):

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

Dealer/Lessor Name (Print): VOLKSWAGEN OF SOUTH BURLINGTON Phone #: (802) 658-1130

Dealer/Lessor Address: 1030 SHELburne RD SOUTH BURLINGTON, VT 05403

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

Buyer/Lessee Name (Print): ABDO YUSSES ELCHOUEIRI

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

Buyer/Lessee Signature: Abdo Elchoueiri

Date of Statement: 05/22/17 Date To Lessee: \_\_\_\_\_

Date from Lessee: \_\_\_\_\_

White – DMV | Yellow – Dealer | Pink – Customer







# Autocap Case Record

Case #  
**063-17**

Date Received  
**08/11/2017**

Closed Date  
**10/6/2017**

Consumer-FIRSTN  
**Andrea**

Consumer-LASTNAM  
**Taravella**

Date Acknowledged  
**8/25/2017**

Consumer Respons  
**9/8/2017**

Complaint Type  
**Sales**

Purchase Date  
**7/24/2017**

Year/Make Model  
**2016 Ford Escape**

Mileage  
**6,952**

Price Sold  
**\$24,997**

As Is  
☐

Member Name  
**Formula Ford Lincoln, Inc.**

Member Contact  
**Mike Lewis**

Member Response Due  
**8/21/2017**

Resolution Process  
**Staff**

Panel  
☐

Referred to  
☐

Resolution  
**Compromise**

## Case Notes

8/22 - Rec'd dealer response  
8/25 - Forwarded to consumer  
8/28 - Rec'd consumer's response - will let me know in 2 or 3 weeks if able to close  
10/3 - D. Delehanty called to close case - requested they put it in writing  
10/6 - never received written confirmation

## Notes (Summary)

Consumer states that once she got home the price was not the price she had agreed to. Met with dealership to cancel both the GAP insurance and the ESP Warranty.



**From:** darlene  
**To:** Kim Gauthier <vtautocap@aol.com>  
**Subject:** Re: Consumer Complaint A Taravella 2017-05827  
**Date:** Mon, Aug 28, 2017 11:16 pm

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Dear Kim Gauthier,

A meeting was taken with Mr. Mike Lewis on August 22, 2017. Both the GAP insurance and ESP warranty cancellation forms were signed and turned in before the thirty day requirement. It was stated by Mr. Lewis that indeed this would impact the monthly payment of \$402.14. It would be reduced to somewhere around \$320.00 to \$325.00 a month. Heritage Credit Union was the institution Mr. Taravella chose to finance his loan because he has had a previous car loan with them.

In two to three weeks when the new contracts arrive and if they coincide with what was stated in the meeting, I will contact you to close this case.

Sincerely,  
Darlene Delehanty  
for Andrea Taravella

**From:** Kim Gauthier  
**Sent:** Friday, August 25, 2017 10:45 AM  
**To:** Kim Gauthier  
**Subject:** Consumer Complaint A Taravella 2017-05827

Dear Mr. Taravella,

AUTOCAP is in receipt of your complaint against Formula Ford Lincoln regarding your recent purchase. We have also received the attached response from Mike Lewis, GM with Formula Ford Lincoln. Please review and respond, in writing, within 10 business days or September 8, 2017. If we do not hear from you on or before September 8, 2017 we will return your case to the Consumer Assistance Program office where you originally filed your complaint.

Thank you,  
Kim Gauthier  
AUTOCAP Coordinator



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# FormulaFord



LINCOLN

RUTLAND • VERMONT

Thursday, August 17, 2017

To: Vermont Auto Cap  
Attn: Kim Gauthier

Re: Andrea Taravella

To Whom It May Concern,

This letter is in response to an inquiry Formula Ford Lincoln received from The Attorney General Vermont Auto Cap regarding Mr. Andrea Taravella. From the correspondence we received it appears that Mr. Taravella is suggesting that he was sold an Extended Service Plan and GAP Coverage without his knowledge and is seeking restitution in the amount of \$7000.

After investigating this matter Formula Ford Lincoln found that Mr. Taravella purchased a Certified Pre-Owned 2016 Ford Escape. At the time of purchase the vehicle was still under its factory bumper to bumper warranty of 3 years or 36,000 miles. When Mr. Taravella sat with our finance manager, Mr. Robert Rohrig to go over the finance paperwork he was presented with options for Extended Service Plans (ESP) that are available for purchase. We present these options to all our customers regardless of whether they purchase a new, preowned, or certified pre-owned vehicle. Mr. Taravella chose the Bronze Package on the Customer Option Summary. The Bronze Option includes a PremiumCare ESP for 96 months or 60,000 miles. It also includes GAP insurance which pays the difference between the loan payoff and insurance settlement in the event of a car accident that results in a total loss. The Bronze Package came to a total of \$3600.00.

To indicate his desire to purchase the Bronze Package Mr. Taravella initialed the Customer Option Summary and then signed the Product Disclosure which clearly states what ESPs he purchased and the additional cost. Additionally, once a customer chooses an ESP and GAP a VIN specific ESP and GAP contract is generated and was signed by Mr. Taravella. Then, Robert adds the ESP and GAP to the NBT Bank finance contract and Mr. Taravella also signs a separate line on the finance contract indicating that the ESP and GAP has been included in his financing. All of this can be referenced in our supporting documentation.

If Mr. Taravella is no longer interested in keeping the ESP or GAP coverage he can easily cancel it by submitting to Formula Ford Lincoln a letter indicating his wish to cancel the ESP and GAP contract. Once we receive that letter we will promptly cancel both and the refund will be sent to NBT Bank since Mr. Taravella decided to roll these things into his loan. This however will not make an impact on his monthly payment and the contracted monthly payment of \$402.14 will still be required every month. Mr. Taravella can potentially lower his monthly payment by refinancing his car loan through another bank and we at Formula Ford Lincoln would be happy to help him facilitate that if he chooses.

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

WWW.FORDVT.COM



We at Formula Ford Lincoln would like to apologize for any miscommunication regarding the Extended Service Plan that Mr. Taravella chose to purchase. Our General Manager, Michael Lewis is available and willing to speak with Mr. Taravella at any time if he would like to inquire about this matter further. If there is any other way that Formula Ford Lincoln can assist please contact us, we are here to assist in any way we can.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Lewis", followed by a horizontal line.

Michael J. Lewis; General Manager