06/15/2017



Digital Federal Credit Union 220 Donald Lynch Boulevard, P.O. Box 9130 Mariborough, MA 01752-9130

For address correction, please log into Online Banking or contact our Information Center.

8028281477



DAVID LANE

2-159

իրիկիկանիի անագրությունների անականին հայարիկին հ

# PAST DUE NOTICE

Our records indicate that your Auto loan is 15 days past due. Please forward payment immediately. If you have questions, please call toll free 877-250-9605 or 800-328-8797 x9038.

DCU may report information about your account to credit bureaus. Late, missed, or defaults on your accounts may be reflected in your credit report.

Our hours of operation are Monday - Thursday 8AM to 8PM -- Friday 8AM to 5PM and Saturday 9AM to 3PM EST

NAME DAVID LANE ACCOUNT 5556069-142

PAST DUE AMOUNT \$458.91

PRINCIPAL BALANCE \$18,685.98 DUE DATE 05/30/2017 LATE CHARGE(S) \$0.00

TOTAL PAST DUE ==>

\$458,91

# PLEASE DETACH AND SEND BOTTOM PORTION WITH YOUR REMITTANCE



For corrections to your contact information – address, phone, email contact our information center at 800-328-8797, online at DCU.org or visit one of our branches

NAME ACCOUNT DAVID LANE 5556069-142

NOTICE DATE 06/15/2017 **DUE DATE** 05/30/2017

AMOUNT DUE

\$458:91

AMOUNT ENCLOSED

For address correction, please log into Online Banking or contact our Information Center.

DAVID LANF

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DIGITAL FEDERAL CREDIT UNION RO. Box 9129 MARLBOROUGH, MA 01752-9129



RouteOnes Credit Ap	plication:	Applicant	`~			V.						
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RouteOne<sub>sh</sub>



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Credit Application

[X] You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the dealer submits my application ("you") to investigate my credit and employment history, verify my income, obtain credit reports, and release information about your credit experience with me as the law permits.

I further authorize you to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.

## Monitoring, Recording, and Collection Communications

8028281477

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.

Predit Application Signature		<u>.</u>
Applicant: By Oans C LENS	06/23/2017 Date	2 · 0
Optional Consent		
Applicant:		
By signing below, you agree to receive adve- dialing system or an artificial or prerecorded installment sales contract or lease agreemen further acknowledge that your consent is not	voice, on behalf of the dealer, finance sound, or both, at the following telephone number	rce that purchases your retail ber(s): 802-257-5051. You
Applicant: By	Date	<del>.</del> .

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# This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

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This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

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unt# N/A			
v H.	Effective Date	nemorane t	Expiration Date 07/26/2018
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É		State	Zip Code
	MPANY INFORMAT	FION (Toroleted )	by dealer)
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LIBERTY MUTUAL INS			Zin Code
603) 357-0609	(VEDIA) E II	State N/A	Zip Code N/A
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varage on current vehicle being dele	ted Yes	No	
, Please provide: Year N/A			Model N/A
DEALER INSUR	ANGE VERIFICATION	i (POLICT REQUIREMEN) Commercial essa Cas &	Light Truck (19,500 Lb. GVW and
Coverage	. SVVI and bessylve	Minimum	Actual
Bodily Injury & property damage or		· •	
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Collision			
Comprehensive	up to \$1,000 deductible	or es shown in your lease agree	erilent' '
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CAB Fast LLC		shallshall	be listed as Additional Insured.
	on loase agreement)	Shall	be listed as Loss Payee.
to be identical to full name of HOLDER noted	ori lease agreement)		
228 2	P.O Box 390858; Minn	oppolis, MN 55439-0858	
Additional insured and Loss Payer	a will be notified in	writing at least 10 days.	In advance or a policy cancelland
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		that, I DAVID LANE	The second secon
tholdernoted on it	rae agreement)		(please print full name)
of the leased vehicle above, author	ize you (agent) to pro	ovide the requested cover	rage and to forward the appropriate
nents to CAB Fast LLC	namaan	f	A 0 4
	360,600)	Lessee signature	Vanil & Fort
(holder noted on lease agre	i i		
(holder noted on lease agr		Date nerva	9017
		Date 0623	model and Advanced Towns and an opposite Managers
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COMPLETED BY DEALER artify that we have verified insurance	coverage as listed at	bove with the agent for th	COMPANY USE ONLY
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This is a Copy of the Customer Completed signed electronic form hold by RouleOne LLC.

# Mileage and Condition Information

Customer 2 - Name and A	Idress (Including County)			A comment of the same of the s
/A	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Dealer - Name and Addres eith's Ford 147 Putney Rd rottleboro, VT 05301	S	<u> </u>	A control to the cont	
Year/Make/Mode	Vehicle Ider	ntification Number	Mileage	Term (mo.)
2017 Ford F-150	1FTEX1	EP5HFA49913	104	36
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	15,000 miles pe	er year	20	= +=
	16,500 miles pe	r year	9.	
[18.691]	18,000 miles pe	er year		
	19,500 miles pe	r year (Addition	nal miles may have be ed with this option)	en .
The average n	iles driven per year o	on your previous ve	ehicle was	distribution of the second of
	tada .	in a second of the second		
F	OR USE WITH DEMONSTR	ATOR AND SERVICE L	OANER VEHICLES ONL'	r ·
understand the vehic vehicle. You also cer like-new condition.	te Loaner Vehicle Con e described above has lify that you have comp N/A A N/A Customer 1 / Customer 2 Initial	been used or operat leted an Inspection o	ad as a demonstrator	or service loaner
	A		p. 38 1996 ye. 18	en (PS gd
ustomer 1: B Oaul c	lone		Date: C	06/23/2017
			Date: 1	J/A
ustomer 2: B N/A			Dates	The state of the s

8028281477

This is a Copy of the Customer Completed signed electronic form field by RouteOne LLC.

# Mileage and Condition Information

Customer 1 - Name and Address (In DAVID LANE	cluding County)	37	
Customer 2 - Name and Address (In	cluding County)		
Dealer - Name and Address Faith's Ford 1147 Putney Rd Brattleboro, VT 05301	Ta	, , , , , , , , , , , , , , , , , , ,	
Year/Make/Model	Vehicle Identification Number	Mileage	Term (mo.)
2017 Ford F-150	1FTEX1EP5HFA49913	104	36
		1 1991 1991 1991 1991 1991 1991 1991 1	
the many mileage opti mileage allowance per	ction. This section is information one available. You have reviewed year checked below best meets of miles per year (Lincoln	d all options and o your driving need	determined that the dis.
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FOR USE V	ITH DEMONSTRATOR AND SERVICE LO	ANER VEHICLES ONL	
understand the vehicle describ vehicle. You also certify that y like-new condition. A N/A	er Vehicle Condition Information.  bed above has been used or operated to have completed an inspection of A N/A  1 / Customer 2 Initials)	d as a demonstrato	r or service loaner satisfied with the
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Oustomer 1: B Dans & Leve		. Date:	06/23/2017
tustomer 2: B N/A		Date:	N/A
Dezler: B 9	2	Date:	06/23/2017

# This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a \*Monthly Payment\* Lease, you must pay the following: (a) the Unipaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an \*Advance Payment\* Lease, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

31. DEFINITION OF TERMS Unpaid Adjusted Capitalized Cost If You have a Monthly Payment, Lease, the Unpaid Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an actuarial basis.

If You have an Advance Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge gamed in that month on a actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable marrier.

Monthly Payment It You have a Monthly Payment Lease, Monthly Payment is the Total Payment (Item 7m). If You have an Advance Payment Lease, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment if You have a <u>Monthly Payment Lease</u>. Base Monthly Payment is the Base Payment (Item 7t), If You have an <u>Advance Payment Lease</u>, Base Monthly Payment is the Base Payment (Item 7n) divided by the Lease Term in Months (Item 7n).

- 32. CONTACT NUMBER FOR FINANCE COMPANY Please contect Finance Company at the telephone number or wabsile listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle
- 33. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

# DEFAULT AND LOSS OF VEHICLE

34. DEFAULT You will be in default if: (a) You fall to make any payment when due, or (b) a bankruptcy pelition is filed by an against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading insterial information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Finance Company may cancel this lease, take back the Vehicle and self if at a public or private sele. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle.

If Finance Company relakes the Vehicle, You must pay at once; (a) the difference, it any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due under the lease (except charges for excess weer and use and mileage). If You entered into an Advance Payment Lease, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediany upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and self-the Vehicle, collect amounts due and enforce Holder's rights under this lease.

35. THEFT OR DESTRUCTION OF VEHICLE if the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following; (a) the Unperid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess weer and use and mileage), less (c) any insurance proceeds received by Finance Company.

<u>GAP Waver</u> If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpald Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a <u>Monthly Peymant Lease</u> until Finance Company receives payment of the insurance proceeds. You agree to continue to make Your Monthly Payments. If You have an <u>Advance Payment Lease</u>, after any insurance proceeds are paid, You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft of destruction.

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the actual mileage of the	(no lenths) miles te vehicle described below, u	s and to the best of my	knowledge that it reflect	s ∤nt.	
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# 120117 Lane (ID 156748)

From:

Sent: Thursday, November 30, 2017 11:41 PM

To: AGO - CAP

Subject: David C. Lane ID # WB17-01257

Attachments: 2017 F150 fees \_NEW.pdf; 2017 f150 insurance coverage \_NEW.pdf; 2017

f150 lease agreement \_NEW.pdf; 2017 f150 lease milage \_NEW.pdf; 2017 f150 signature page\_NEW.pdf; 2017 lease agreement f150\_NEW.pdf; 2017 lease vehicle id\_NEW.pdf; financial lease details.pdf; credit application.pdf; page 2 credit application 2017 f150.pdf; 2010 F150 truck miles vin .pdf; 2010 F150 Truck payment.pdf; discharge summarey july 1 2017.pdf; june 26th hospitalization 2017.pdf; nuero psyc page 15 summary.pdf; nuero psyc summary.pdf; nuero psyc summary.pdf;

Importance: High

David C. Lane ID # WB17-01257 please notice the signature page on the lease and credit report is not on the page with the details. I electronically filed a complaint with the id number above. this e-mail contains attachments documentation for that file. please acknowledge you have received this e-mail Brenda Davis 802-257-5051 or cell 802-451-9648 chiro@svcable.net 294 US Rte 5, Dummerston, Vt. 05301 enclosed 16 PDF files

3 nuero psyc 2 hospital summaries 2 F150 2010 details 2 credit application 6 lease pdf files 1 proof of insurance

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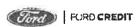
# Mileage and Condition Information

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WA			
Dealer - Name and Addres Faith's Ford 147 Pulney Rd trattleboro, VT 05301	s		and the second s
Year/Make/Model	Vehicle Identification Number	Mileage	Term (mo.)
2017 Ford F-150	1FTEX1EP5HFA49913	104	36
the many miles	n Selection. This section is informage options available. You have revince per year checked below best m	ewed all options and de eets your driving needs	etermined that the
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	19,500 miles per year (Ad	ditional miles may have bee chased with this option)	n
The average m	iles driven per year on your previou	s vehicle was	#11
F	OR USE WITH DEMONSTRATOR AND SERVICE	E LOANER VEHICLES ONLY	
understand the vehicle vehicle. You also cert like-new condition. A	te Loaner Vehicle Condition Information described above has been used or openify that you have completed an inspection N/A A N/A  Customer 1 / Customer 2 Initials)	erated as a demonstrator	or service loaner
ustomer 1: B Paul c ;	lene	Date: ()	6/23/2017
		Late, v	
Islomer 2: B N/A		Date: N	/A

- to a second	SIGNATURES AND IMPORTAL	NT NOTICES	70.000 A. C.	
Modification: This lease sets forth all of the agr this lease must be in writing and signed by You a	reements of Lessor and You for the lea and Finance Company.	se of the Vehicle, There i	s no other agreeme	nt. Any change in
Lessee:DAVID LANE	By: <b>XC</b> இ) <sub>င</sub> ္ခဲ့	<u>Cha</u>	Title:	N/A
Co-Lessee:N/A	ву: ХС	·N/A	Title:	N/A
NOTICE: (1) Do not sign this lease before Y paper copy of this lease. You acknowled by signed it and notice of an assignment of the signed it and notice of an assignment of the signed it and notice of an assignment of the signed it and notice of an assignment of the signed it and notice of an assignment of the signed in th	ou read it or if it has any blank space nowledge that You received a filled-in nent of this lease by the Lessor to Ho	n paper copy of this leas older.	nave the right to ge e at the time You e	t a filled-in electronically N/A
Co-Lessee:N/A	ву: ХД	N/A	Title:	N/A *
Lessor and Lessee are hereby notified that Holde obligations) with respect to the purchase of this Ve Lessor accepts this lease and assigns it to Holder	BNICLE AND UNE SAIE OF this Vehicle at lea	sa termination		rights (but not its
essor.Faith's Ford	Ву: ХЕ ОЗ		Title: Fine	nce Maruager

12. V	Standard	ne Vehicle is covered I new vehicle warrant utor of the Vehicle.	by any warranty indica y provided by the ma		enter insura notice	into this lease	e and wo obtained this dat	il not be d by Le e and a	e provided un ssor, the cov re for the term N/A	iless You ereges n of this \$	N/A
13. C	FFICIAL FEES	S AND TAXES \$	884.23		-	Insurance	[HI	ial Cove	erage)	(Prer	nium)
The	estimated total	al amount You will	pay for official and						N/A		
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insura	ince policy unl	ess Lessor or Financi	e Company specifies	otherwise. You					N/A		
must	give Finance (	Company evidence of	this insurance. (See It	iem 24)	-			.(Insu	ranca Compa	ny)	
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# MOTOR VEHICLE LEASE AGREEMENT



www.fordcredit.com 1-800-727-7000

Vehicle Identification Number

1FTEX1EP5HFA49913

True and Accurate Completed Copy - UCC Non-Authoritative Copy

Vehicle Use

Personal

		DATE	06/23/2017
LESSEE (and Co-Lessee) Name and Address (Including (	County and Zip Code)		e all and a specific property of a specific p
DAVID LANE	·		
N/A			
- 100 ABM (100 100 100 100 100 100 100 100 100 10	and a second a second and a second a second and a second a second and a second and a second and		
LESSOR (Name and Address)			
Faith's Ford 1147 Putney Rd Brattleboro, VT 05301			
	Made-balls of Residencials displayed employed disert		
"Finance Company" is Ford Motor Credit Company	The "Holder" is CAB East LLC		and its assigns.
By signing "You" (Lessee and Co-Lessee) agree to lease this if any, attached to this lease.	Vehicle according to the terms in this lease an	d the terms of the	WearCare Addendum,
If Your payment schedule is shown in Item 2(a), You entered in	to a "Monthly Payment Lease."		
If Your payment schedule is shown in Item 2(b), You entered in	to en "Advance Payment Lease."		
	- Valuation		
and the state of t	CANADA A		

Year/Make/Model

2017 Ford F-150

New/Used

New

Mileage at Delivery

104

### VEHICLE MAINTENANCE, INSURANCE AND USE

- 20. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first triled or registered for more than 30 days without Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any Interest in the Vehicle or lease without Finance Company's written consent.
- 21. IMPLIED WARRANTIES If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.
- 22. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle meintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, Item 17)
- 23. COLLISION REPAIR You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag seaf belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

- 24. VEHICLE INSURANCE You must insure the Vehicle and the Holder as set forth in this lease under Item 14, "Vehicle Insurance Minimums." If the state where You title/register the Vehicle establishes higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder for these higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consuit Your insurance advisor to determine if additional Insurance coverage is right for You.
  - You agree that Finance Company can file a claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your name on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.
- 25. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim benefits under these contracts. Unless profibited by law, Finance Company may upon default or termination cancel these contracts to obtain refunds of unearned charges. You authorize Finance Company to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the entire amount of the refund to Finance Company.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

## ENDING YOUR LEASE

- 26. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.
- 27. RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You must pay be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown in this lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Monthly Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default Payment of these amounts will not allow You to keep the Vehicle.
- 28. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace. (a) Tires that have sidewall damage/plugs, exposed cords/betts, or are unmatched for Vehicle or unsafe; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitied, cracked, or if applicable, dented; (d) Interior rips, stains, burns or damaged areas; (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be
- made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the Odometer of the Vehicle's othat it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.
- 29. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and miseage). If You entered an Advance, Payment Lease and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

Alternatively. You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

- 30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a perty designated by Finance Company at any time if You are not in default. If You have a \*\*Lonthly Purment Lease\*\*, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and laxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an \*\*Advance Payment Lease\*\*, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.
- 31. DEFINITION OF TERMS Unpaid Adjusted Capitalized Cost If You have a <u>Monthly Payment Lease</u>, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an actuarial basis.

If You have an Advance Fayment Lease—the Unipaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuerial method upon request. Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment If You have a Monthly Payment Lease, Monthly Payment is the Total Payment (Item 7m). If You have an Advance Payment Lease, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment if You have a Monthly Payment Lease, Base Monthly Payment is the Base Payment (Item 7i). If You have an Advance Payment Lease, Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

- 32. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.
- 33. YOUR ODOMETER OBLIGATIONS Federal law requires You to 'complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

### **DEFAULT AND LOSS OF VEHICLE**

- 34. DEFAULT You will be in default if: (a) You fail to make any payment when due, or (b) a bankruptcy pelition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.
  - If You are in default, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle.
- If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due unvier the lease (except charges for excess wear and use and mileage). If You entered into an Anyance Payment Lease, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You wilt receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce. Holder's rights under this lease

35. THEFT OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is tully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.

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GAP Wayer If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a <u>Monthly Payment Lease</u> until Finance Company receives payment of the insurance proceeds, You agree to continue to make Your Monthly Payments If You have an <u>Advance Payment Lease</u>, after any insurance proceeds are paid. You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft or destruction.

	SIGNATURES AND IMPORTAL	NT NOTICES		
Modification: This lease sets forth all of the ag this lease must be in writing and signed by You	preements of Lessor and You for the lead and Finance Company.	se of the Vehicle, There	is no other agreeme	ent. Any change in
Lessee:DAVID LANE	By: XC Dulc j	lan	Title:	N/A
Co-Lessee:N/A	By: XC	N/A	Title:	N/A
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# Mileage and Condition Information

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### VEHICLE MAINTENANCE, INSURANCE AND USE

- 20. VEHICLE USE AND SUBLEASING You will not use, or permit others 24. VEHICLE INSURANCE You must insure the Vehicle and the Holder as to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Finance Company's written consent, (d) outside the United States. except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.
- 21. IMPLIED WARRANTIES If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.
- 22. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, Itém 17).
- 23. COLLISION REPAIR You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its preaccident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag seat belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

- set forth in this lease under Item 14, "Vehicle Insurance Minimums." If the state where You title/register the Vehicle establishes higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder for these higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consult Your insurance advisor to determine if additional insurance coverage is right for You.
- You agree that Finance Company can file a claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your name on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the
- 25. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim benefits under these contracts. Unless prohibited by law, Finance Company may upon default or termination cancel these contracts to obtain refunds of uneamed charges. You authorize Finance Company to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the entire amount of the refund to Finance Company.

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### **ENDING YOUR LEASE**

- 26. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.
- 27. RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown in this lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Monthly Payment and Your lerm will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.
- 28, STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires that have sidewall damage/plugs, exposed cords/belts, or are unmatched for Vehicle or unsafe; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) Interior rips, stains, burns or damaged areas; (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be
- made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease. You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the Odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so. You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.
- 29. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an <u>Advance Payment Lease</u> and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

Alternatively, You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

- 30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a <u>Aionthly Payment Lease</u>, you must pay the following:
  (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an <u>Advance Payment Lease</u>, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.
- 31. DEFINITION OF TERMS Unpaid Adjusted Capitalized Cost If You have a <u>thornty Payment Lease</u>, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge sarned in that month on an actuarial basis.

If You have an <u>Advance Fayment Lease</u>, the Unipeid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request. Tair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment It You have a Monthly Payment Lease. Monthly Payment is the Total Payment (Item 7m). If You have an Advance Payment Lease, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment if You have a <u>Monthly Payment Lease</u>, Base Monthly Payment is the Base Payment (Item 7i). If You have an <u>Advance Payment Lease</u>, Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

- 32. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.
- 33, YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

### **DEFAULT AND LOSS OF VEHICLE**

- 34. DEFAULT You will be in default if: (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.
  - If You are in default, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle.
- If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due under the lease (except charges for excess wear and use and mileage). If You entered into an Auyance Payment Lease, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease

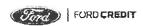
35. THEFT OR DESTRUCTION OF VEHICLE if the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

GAP Waiver If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a <u>Monthly Payment Lease</u>, until Finance Company receives payment of the insurance proceeds, You agree to continue to make Your Monthly Payments If You have an <u>Advance Payment Lease</u>, after any insurance proceeds are paid, You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft or destruction.

# MOTOR VEHICLE LEASE AGREEMENT



# www.fordcredit.com 1-800-727-7000

06/23/2017

True and Accurate Completed Copy - UCC Non-Authoritative Copy

		DATE	06/23/2017
LESSEE (and Co-Lessee) Name and Address (Including Co	ounty and Zip Code)		
DAVID SAINE			
N/A			
			A STATE OF THE PARTY OF THE PAR
LESSOR (Name and Address)			
Faith's Ford 1147 Putney Rd Brattleboro, VT 05301			
All the second s	<u></u>	<del>*************************************</del>	
"Finance Company" is Ford Motor Credit Company	The "Holder" is CAB East LLC		and its assigns.
By signing "You" (Lessee and Co-Lessee) agree to lease this V if any, attached to this lease.	ehicle according to the terms in this lease a	nd the terms of t	he WearCare Addendum,
If Your payment schedule is shown in Item 2(a), You entered into	a "Monthly Payment Lease."		
If Your payment schedule is shown in Item 2(b), You entered into	an " <u>Advance Payment Lease</u> ."		
and the second s			

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	104	2017 Ford F-15D	1FTEX1EP5HFA49913	Personal

Page 1 of 7

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(b)	Advance Payment	was a second of the second of the second of	- N/A	N/A		
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Other Important Terms ponsibilities, warranties, la	s. See Your lease do le and default charges,	ocuments for additional in insurance, and any security		ion, purchase opti	on and main	tenance
1.P-6 19000-APP-6 FEB	17	Page 2 of 7				



# RouteOne® Credit Application: Applicant

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;	LANE		DAVID	)				2000	U-U-U-M	Billion Valley
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### Credit Application

[X] You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.

# IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the dealer submits my application ("you") to investigate my credit and employment history, verify my income, obtain credit reports, and release information about your credit experience with me as the law permits.

I further authorize you to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.

# Monitoring, Recording, and Collection Communications

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true,

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.

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18355-EL FC-LI MAR 14 (Previous Editions May Be Used)

FOP:: NHADS-65-2 (2-Part) NHADS-65-3 (3-Part)

# **BANKING - THE DCU WAY**

Digital Federal Credit Union 220 Donald Lynch Boulevard, RO. Box 9130 Mariborough, MA 01752-9130

For address correction, please log into Online Banking or contact our Information Center.



DAVID I ANF

2-159

## 06/15/2017

# PAST DUE NOTICE

Our records indicate that your Auto loan is 15 days past due. Please forward payment immediately. If you have questions, please call toll free 877-250-9605 or 800-328-8797 x9038.

DCU may report information about your account to credit bureaus. Late, missed, or defaults on your accounts may be reflected in your credit report.

Our hours of operation are Monday - Thursday 8AM to 8PM -- Friday 8AM to 5PM and Saturday 9AM to 3PM EST

NAME DAVID LANE

ACCOUNT 5556069-142

PAST DUE AMOUNT \$458.91

PRINCIPAL BALANCE \$18.685.98

**DUE DATE** 05/30/2017 LATE CHARGE(S) \$0.00

TOTAL PAST DUE ==>

\$458.91

# PLEASE DETACH AND SEND BOTTOM PORTION WITH YOUR REMITTANCE



For corrections to your contact information - address, phone, email contact our information center at 800-328-8797, online at DCU org or visit one of our branches

> NAME **ACCOUNT**

DAVID LANE 5556069-142

NOTICE DATE

**DUE DATE** 

**AMOUNT DUE** 

AMOUNT ENCLOSED

06/15/2017

05/30/2017

\$458.91

For address correction, please log into Online Banking or contact our Information Center.

DAVID LANE

որոնյների[եր][Սգրթոլդ]լդիլ]լդննն]||Սննակրույիներ||ելՄ|Սոսիլ||ոգ DIGITAL FEDERAL CREDIT UNION

P.O. Box 9129 MARLBOROUGH, MA 01752-9129 Lane (ID 156375)

Paul Kruse <pkruse@faithsford.com> From: Monday, December 11, 2017 2:40 PM Sent:

To: AGO - CAP Cc: Faith Mba Subject: Lane

Here is what I received from you today, below you will see my response with the date stamp which it was sent to you Thursday, October 26, 2017 2:51 PM copied from my sent file.

Please confirm that you now have this

Re: Complaint 2017-07435 Dear Sir/Madam: Our records show that you have not responded to the above-noted complaint. Please notify us immediately of the steps you have taken to resolve this matter. Please respond using the Complaint Response Form located on our website. If you do not respond, we will assume you agree with the facts the complainant has presented to us.

Sincerely,

Ava Ambrose Consumer Advisor

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

Website: consumer.vermont.gov Email: ago.cap@vermont.gov

Phone: (800) 649-2424 (toll free from VT phone) or (802) 656-3183

From: Paul Kruse

Sent: Thursday, October 26, 2017 2:51 PM

To: 'mailto:AGO.CAP@vermont.gov' <mailto:AGO.CAP@vermont.gov>

Cc: Faith Mba <fmba@faithsford.com>

Subject: RE: Lane, David (Faith's Ford) CAP VT Complaint #2017-07435

These are the facts as we see them based on interviews with the employee's involved in this transaction.

On 6/22/17 David Lane came to Faith's Ford to look and the possibilities of purchasing or leasing an new vehicle.

He spoke with Scott Buehler one of our sales associates and made and appointment for 3:00 pm on 6/23/17 to look at the possibilities.

On 6/23/17 He came in and found a vehicle that he liked and suited his needs. Scott

discussion about the vehicle he was to trade in needing significant repairs. Page 1

Lane (ID 156375)

After numbers were presented and the financial requirements were communicated Mr. Lane left the

dealership to check on his finances for down payment etc.

Mr. lane returned to the dealership and indicated the all was in order and wanted to proceed with the transaction.

At this time the delivery was completed and Mr. Lane and Scott transferred all of his belongings from

the trade to the new vehicle. Mr. Lane drove away.

By all accounts including my own as I was present. Mr. Lane appeared normal and

somewhat excited about this transaction and the vehicle.

On 06/24/17 Mr. Lane came back to the dealership and had a conversation with Mr.

Buhler expressing that "he loved" his new truck and was very happy and brought the spare key for his trade.
On 06/29/17 Bruce Merrill received a phone call that Mr. Lane had suffered a stroke and asked to return

the truck.

At this point all transactions were complete.

This transaction started completely amicable and has obviously turned out to be otherwise. Through

and including an appeal to Ford by Mr. Lane or representative.

It is my position that Faith's Ford based on the facts that this transaction was handled in a 100%

professional manner.

Part of the transaction was a \$1000 down payment the check copies are attached and

postdated. The customer closed the account prior to the check being cashed and to date has not paid the payment.

Also attached is the credit application signed by the customer showing monthly

The trade payoff was \$18403.30 we valued his 2010 f150 with over 100,000 miles at \$9000.

we were unable to undo this transaction. I simply refute the accusation that Faith's Ford manipulated,

pressured or forced the documents or Mr. Lane in this transaction.

It is clear that there was deception on his part regarding the handling of the down payment. And his

stated income. I stand ready to assist in the resolution in anyway regarding this matter.

Paul Kruse General Manager Faith's Ford 1147 Putney Road Brattleboro, VT,05301 802-246-3116 (direct line) Lane, David (Faith's Ford) CAP 2017-07435 (ID 156800)

From: AGO - CAP

Sent: Tuesday, December 19, 2017 11:36 AM

To: 'Paul Kruse'

Subject: Lane, David (Faith's Ford) CAP 2017-07435

Hello Paul,

Thank you for providing the response below. We have added it to the complaint file, and have forwarded a copy to the consumer for their review.

Sincerely,

Lauren Jandl Consumer Advisor

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

Email: ago.cap@vermont.gov

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

From: Paul Kruse [mailto:pkruse@faithsford.com]

Sent: Monday, December 11, 2017 2:40 PM To: AGO - CAP <AGO.CAP@vermont.gov> Cc: Faith Mba <fmba@faithsford.com>

Subject: Lane

Ava.

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Please confirm that you now have this

Re: Complaint 2017-07435
Dear Sir/Madam:
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Sincerely,

Ava Ambrose Consumer Advisor

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

Website: consumer.vermont.gov Email: ago.cap@vermont.gov Lane, David (Faith's Ford) CAP 2017-07435 (ID 156800) Phone: (800) 649-2424 (toll free from VT phone) or (802) 656-3183

From: Paul Kruse Sent: Thursday, October 26, 2017 2:51 PM To: 'mailto:AGO.CAP@vermont.gov' <mailto:AGO.CAP@vermont.gov> Cc: Faith Mba <fmba@faithsford.com> Subject: RE: Lane, David (Faith's Ford) CAP VT Complaint #2017-07435 These are the facts as we see them based on interviews with the employee's involved in this transaction. On 6/22/17 David Lane came to Faith's Ford to look and the possibilities of purchasing or leasing an new He spoke with Scott Buehler one of our sales associates and made and appointment for 3:00 pm on 6/23/17 to look at the possibilities. On 6/23/17 He came in and found a vehicle that he liked and suited his needs. Scott recalls some discussion about the vehicle he was to trade in needing significant repairs. After numbers were presented and the financial requirements were communicated Mr. dealership to check on his finances for down payment etc. Mr. lane returned to the dealership and indicated the all was in order and wanted to proceed with the transaction. At this time the delivery was completed and Mr. Lane and Scott transferred all of his belongings from the trade to the new vehicle. Mr. Lane drove away. By all accounts including my own as I was present. Mr. Lane appeared normal and competent and somewhat excited about this transaction and the vehicle. On 06/24/17 Mr. Lane came back to the dealership and had a conversation with Mr. Buhler expressing that "he loved" his new truck and was very happy and brought the spare key for his trade. On 06/29/17 Bruce Merrill received a phone call that Mr. Lane had suffered a stroke and asked to return the truck. At this point all transactions were complete. This transaction started completely amicable and has obviously turned out to be otherwise. Through and including an appeal to Ford by Mr. Lane or representative. It is my position that Faith's Ford based on the facts that this transaction was handled in a 100% professional manner. Part of the transaction was a \$1000 down payment the check copies are attached and postdated. The customer closed the account prior to the check being cashed and to date has not paid the payment. Also attached is the credit application signed by the customer showing monthly income. The trade payoff was \$18403.30 we valued his 2010 f150 with over 100,000 miles at

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Page 2

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\$9000.

Faith's Ford manipulated,

Lane, David (Faith's Ford) CAP 2017-07435 (ID 156800)
It is clear that there was deception on his part regarding the handling of the down payment. And his stated income. I stand ready to assist in the resolution in anyway regarding this matter.

Paul Kruse General Manager Faith's Ford 1147 Putney Road Brattleboro, VT,05301 802-246-3116 (direct line) .

```
RE{3} David C. Lane ID # WB17-01257 (ID 156746)
From:
         AGO - CAP
Sent:
          Fridav
                  December 1.
                                 2017 12:24 PM
To:
Subject:
                   RE: David C. Lane ID # WB17-01257
Hello Brenda,
Thank you for providing additional documentation for Mr. Lane's complaint. Our
office has deleted the
following attachments because they contain personal private information that by law
we cannot retain:
         discharge summarey july 1 2017.pdf
june 26th hospitalization 2017.pdf
nuero psyc page 15 summary.pdf
*
ŵ
*
         nuero psyc summary.pdf
         nuero psyc summary page 16.pdf
We will be processing the complaint for letter mediation with the remaining
attachments.
Sincerely,
Danielle Shaw
Consumer Advisor
Vermont Attorney General's Office
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001
Email: ago.cap@vermont.gov
Phone: 1-800-649-2424 / 802-656-3183
From:
Sent: Thursday, November 30, 201/ 11:41 PM
To: AGO - CAP <AGO.CAP@vermont.gov>
Subject: David C. Lane ID # WB17-01257
Importance: High
David C. Lane ID # WB17-01257 please notice the signature page on the lease and
credit
report is not on the page with the details.
I electronically filed a complaint with the id number above, this e-mail contains
attachments
documentation for that file.
please acknowledge you have received this e-mail Brenda Davis 802-257-5051 or cell 802-451-9648 chiro@svcable.net
294 US Rte 5, Dummerston, Vt. 05301
enclosed 16 PDF files
               3 nuero p<u>s</u>yc
               2 hospital summaries
2 F150 2010 details
               2 credit application
               6 lease pdf files
```

1 proof of insurance

#### Advisor, Cap

From:

AGO - CAP

Sent:

Friday, October 20, 2017 11:25 AM

To:

'Kim Gauthier'

Subject:

Re: Lane, David (Faith's Ford) CAP VT Complaint #2017-07435

**Attachments:** 

101817 Lane (ID 152943).htm

Re: Complaint #2017-07435

Dear Kim Gauthier,

Our office has received the attached complaint with regard to a business that is a VADA member. As the complaint deals with the repossession of a vehicle, our office has offered our informal letter mediation process to the consumer and will be sending the complaint to the business for response.

Thank you,

Cameron Randlett Consumer Advisor

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

Website: <u>consumer.vermont.gov</u> Email: <u>ago.cap@vermont.gov</u>

Phone: (800) 649-2424 (toll free from VT phone) or (802) 656-3183

Autocar	Case Rec	ord			Case #	
Date Received 10/25/2017			•		Closed	
Consumer-FIRSTN	Consumer-LASTNAM	D	ate Acknowledged	13	1/3/2017	
Susan	Hitchcock	<u>C</u>	onsumer Respons	11	/17/2017	
Complaint Type Warranty		'Make Mode Ford Fiesta			Price Sold \$7,800	As Is
Member Name Faith's Ford, LL	.C		Member Contact Paul Kruze			
			Member Respon	se Due		11/4/2017
Resolution Process Staff	Panel Referred to	Resoluti Dropped				
Case Notes  11/2 - Rec'd dealer in 11/3 - Mailed to con 12/8 - No response		·	,			
Notes (Summary) Consumer states tha	nt she should have been gi	iven a 2 year	factory warranty	when they p	urchased the	e car. Dealer
sent in response but	consumer never respond	1ed.				



#### **AUTOMOTIVE CONSUMER ACTION PROGRAM**

November 3, 2017

AUTOCAP Case # 2017-07522

Susan Hitchcock

Dear Ms. Hitchcock,

AUTOCAP is in receipt of your complaint against Faith's Ford regarding your April 2017 purchase of a 2011 Ford Fiesta. Enclosed please find a response email and supporting documentation from Paul Kruse, General Manager with Faith's Ford. Please review and respond, in writing, within 10 business days or November 17, 2017. If we do not hear from you on or before November 17, 2017 your case will be closed and sent back to the Consumer Assistance Program officer where you originally filed your complaint.

Sincerely,

Kim Gauthier

**AUTOCAP** Coordinator

From: Paul Kruse <pkruse@faithsford.com>
To: Klm Gauthier <vtautocap@aol.com>

Subject: RE: Hitchcock, Susan (Falth's Ford) 2017-07522

Date: Thu, Nov 2, 2017 11:41 am

Attachments: Hitchcock documents.pdf (1003K)

I have reviewed the vehicle price the customer was charged for the vehicle \$7800.00 and it is in line with the traditional vehicle estimate guides for retail.

Attached are two documents, one which shows that we offered the customer the option to purchase additional warranties. A gap insurance was purchased all other products were declined by the customer. The other document is a 60 day 2000 mile warranty which was included in the purchase of the vehicle. The suggestion that the two employee's were discharged due to deceptive behavior is simply false. Our company and its employee's live and work locally and work hard to provide our customers with the best value possible. If the Hitchcock's wish to purchase an extended warranty we would be happy to guide them through that transaction.

#### Paul Kruse

General Manager Falth's Ford 1147 Putney Road Brattleboro, VT,05301 802-246-3116 (direct line)

From: Kim Gauthier [mailto:vtautocap@aol.com]
Sent: Wednesday, October 25, 2017 2:21 PM
To: Paul Kruse < pkruse@faithsford.com>

Subject: Fwd: Hitchcock, Susan (Faith's Ford) 2017-07522

Dear Paul,

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

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

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

Please provide a <u>written</u> 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

### Optional Product Disclosure Faith's Ford, LLC

SILVER 2011 Ford Flesta VIN: 3FADP4BJ8BM214265

PAUL HITCHCOCK

Sale Price: \$7,800.00 Sales Tax: \$491.94 Rebate: \$0.00 Cash Down: \$100.00 Trade Allowance: \$0.00 Payoff: \$0.00 Documentation Fee: \$399.00 Other Fees: \$167.00 Base Payment: (60 months 3.99%): \$161.52 Total Amount Due: \$8,757.94

Product choices are available to all qualified customers in connection with the purchase/lease of a vehicle. For complete product details, please refer to the corresponding product contract.

You are not required to purchase any of the optional products identified below to obtain financing.

#### **Products Accepted**

Gap Purchase 1999 184 mo: 7999,000 miles

Picks up where the insurance company leaves off In the event your vehicle is totaled or stolen and unrecovered, GAP pays the difference of your payoff and the insurance

#### Products Declined

WRAP NEW - New 120 mo. / 100,000 miles \$100.00 Disappearing Deductible \$37.18 / mo.

Pays 100% of covered Labor and Parts. Includes Towing, Rental and Roadside Assistance

· Comprehensive mechanical & electrical breakdown coveracie

Tire and Wheel with Curb 60 mo. / 999,999 miles

\$10.97 / mo.

Protection from all road hazards

Repair or replace all tires and wheels and charges associated with the repair or replacement.

\$12.82 / mo.

· Keep your Car looking NEW and SHINY with this amazing product.
Maintains resale value and appearance

Ford Maintenance

\$11.05 / mo.

Ensures proper maintenance on your vehicle and offers convenience and exceptional value

· Prepays your vehicle's service visits to ensure proper maintenance

Undercoat/Rust Proofing

\$12.82 / mo.

84 mo. / 999,999 miles Govers dents and dings on your vehicle's exterior

surfaces Key Elite Class 1 \$500.

60 mo. / 999,999 miles

· Replaces Key and Transmitter in the event it is stolen

342.1

or lost and not recovered.

Dealer Rep.

Date

Friday, April 28, 2017 2:25 PM

Purchaser's Signature

Co-purchaser's Signature

#### Faith's Ford

1147 Putney Road Brattleboro, VT 05301 802-258-2400

# The warranty offered on Pre-Owned Vehicles is for 60 DAYS OR 2,000 MILES

(whichever comes first) and includes the following items:

Each vehicle will meet safety requirements of the State of Vermont during the warranty period as certified by our licensed inspectors.

The following 29 Components to certify eligibility for extended service contracts offered by the Ford Motor Company are covered:

#### विश्वाधि

- All internal lubricated parts
- Cylinder block
- Cylinder heads
- Flywheel
- Manifold, exhaust
- Manifold, intake
- Oil Pan
- Seals and gaskets
- Thermostat
- Thermostat housing
- Timing chain cover
- Timing chain, gears or belt
- Turbocharger/Supercharger unit-factory installed
- Valve covers
- Water pump

#### TRANSMISSION

- All internal parts
- Seals and gaskets
- Torque converter
- Transfer case
- Transmission case

#### FRONT-WHEEL DRIVE

- Axle shafts
- Bearings, front-wheel
- Bearings, rear-wheel and axle hub
- Constant velocity and universal joints
- Final drive housing and all internal parts
- Hubs, automatic front locking (four-wheel drive)
- Locking rings (four-wheel drive)
- Seals and gaskets

#### REAR-WHEEL DRIVE

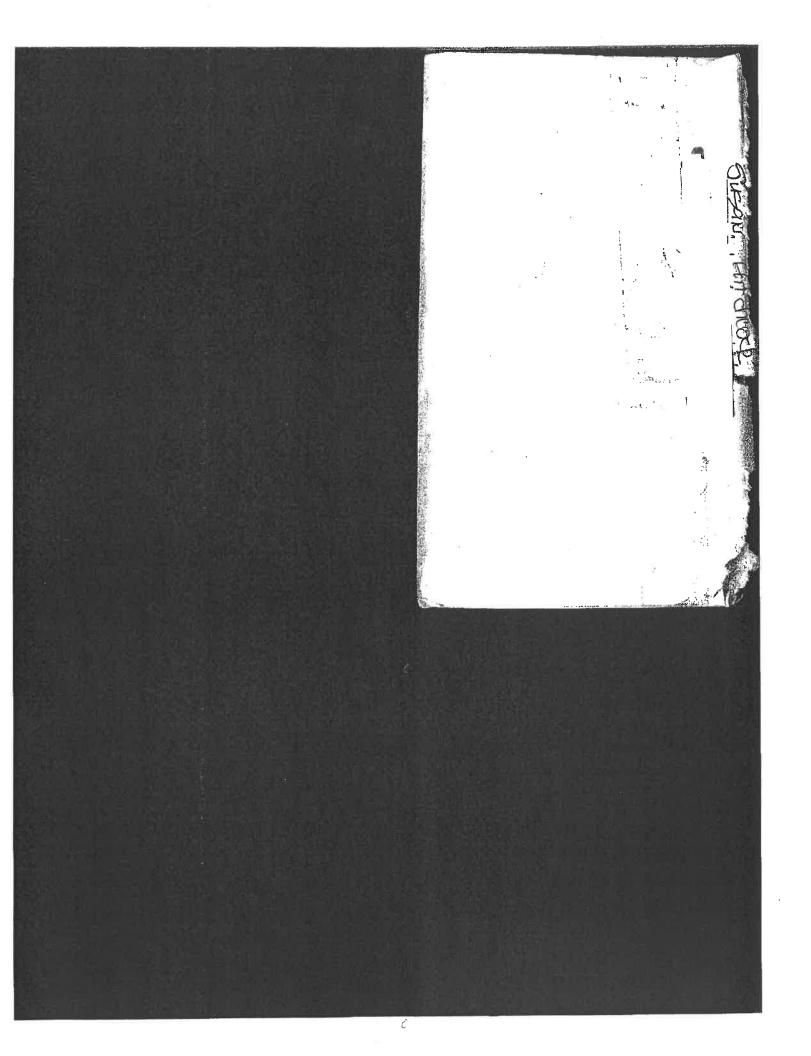
- Axle shafts
- Bearings, front-wheel
- Bearings, rear-wheel and axle hub
- Drive axle housing and all internal parts
- Drive shaft
- Retainers
- Seals and gaskets
- Universal and constant velocity joints

Co-Buyer & Susan M Hitchcock	Date _	04/27/17
Co-Buyer & Sugar M Hitchcock	Date _	04/27/17
Dealer Representative	Date_	04/27/17
Board Hoprosomano		

REORDER NHAD Services, Inc. • 1-800-852-3372 • 98178259 (1/2017)



ABS of Vermont assistance General Consumer assistance Arroral General 109 Easte Street 1001
montpelier, UY.



THOMAS J. DONOVAN, JR. ATTORNEY GENERAL

JOSHUA R. DIAMOND DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN CHIEF ASST. ATTORNEY GENERAL

AG17-08395

Business E-mail:

**Auto Complaint Form** 



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
TEL: (802) 656-3183
FAX: (802) 304-1014
OUTSIDE CHITTENDEN COUNTY
1-800-649-2424

COMPLAINTS ARE PUBLIC RECORD, AND ALL DOCUMENTS YOU SEND US WILL BE SAVED ELECTRONICALLY.

DO NOT SEND MATERIALS CONTAINING SOCIAL SECURITY NUMBERS, ACCOUNT NUMBERS OR OTHER SENSITIVE

ADDRESS REPLY TO:
CONSUMER ASSISTANCE PROGRAM.
109 State Street
Montpelier, VT 05609
www.uwm.edu/consumer
e-mail: ago.cap@vermont.gov

RECEIVED ON

OCT 12 '17

Attorney General's Office Consumer Division

INFORM	MATION WITH YOUR COMPLAINT!	
		* required
	Information about you:	8 7
	Your Full Name (First and Last):*	Susan Hitchcock
	Organization Name (If filing on behalf of a business/organization.)	
	Your Address:*	
	Your City:*	= = = = = = = = = = = = = = = = = = = =
	Your State:*	
	Your ZIP:*	
	Your Daytime Phone:*	
	Your E-mail Address:	
	Your Age:	
	Are you a senior citizen?	Yes No
	Are you a Veteran or Service Member (Y/N)?	Veteran N Service Member N
	Information about the business you are filing y	our complaint against:
3	Business Name:*	Forth's Ford
	Person You Dealt With:*	John
	Business Street Address:	17147 Putney Rd
	Business City:*	Brattleboro,
	Business State:*	77
	Business ZIP:	05301
	Business Phone:	802-258-2400

Yes No
(Please include acopy)

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

Is the issue relative to warranty repairs? (Service)

Yes No
(Please include repair orders and receipts)

Repair cost incurred? (Service)	
Is your car being held due to nonpayment of a disputed repair bill? (Service)	r Yes No
If yes to above, please explain:	
	Vehicle Condition (Documentation of representation such as advertisements, buyer's guide, sales agreement)
	Inspection (Inspection paperwork and information from the inspection sticker)
	Repair (Repair orders, dealer's "we owe" statement, warranty paperwork)
· (a)	Auto Parts (Receipts, notices of recall)
Check all issues that apply to your complaint and make sure you include all relevant documentation!*	Towing and Storage (Receipts, dates)
# # # # # # # # # # # # # # # # # # #	Advertising or Representations (Advertisements, written representations, sales agreement, buyer's guide)
	Purchase Price (Sales agreement, window sticker, retail installment contract)
	Financing (Retail installment contract/financing)
	Repossession (Retail installment contract/financing, sales agreement, documents from the repossession co.)

Faith's Ford 1147 Putney Road Brattleboro, VT 05301 802-258-2400 FOR CONSUMER USE ONLY

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#### RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

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tra be	ct, you may only cancel it if the seller agrees cause you change your mind. This notice does	s not a	pply to home	e solic	itation sales.
an	d retain its right to receive a part of the Fi	nance	Charge.		
HO In v	W THIS CONTRACT CAN BE CHANGED. This contract contains the enteriting and we must sign it. No oral changes are binding. Buyer Signs on part of this contract is not valid, all other parts stay valid. We may delay may extend the time for making some payments without extending the time back for other important agreements.	tire agreen	rom enforcing any ing others.	of our rigi	hts under this contract without losing them. For example,
bl	OTICE TO RETAIL BUYER: Do not sign this contra ank. You are entitled to a copy of the contract a ne you sign. Keep it to protect your legal rights.	act in It the	before you	signed	this contract. You confirm that this contract, we gave it to you, and you it and review it. You confirm that you bely filled-in copy when you signed it.
B	iver Signs * Paul 2 Mitches Date 12	7/17	Co-Buyer Sign	15 X 34	non 11 46 to be an Editor 127/17
1 0	Buyers and Other Owners — A co-buyer is a person who is responsible for es not have to pay the debt. The other owner agrees to the security interest in the	r paying the the vehicle (	entire debt. An other	er owner is tract.	8 % haisou Minos udma is ou the line to the seniors out
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S	her owner signs here A FORD ELC DAW/2	27/17	Ву Х.		Title
	tter assigns its interest in this contract to PIVER VALLEY CRED	OIT UNI	:OH	(Assig	nee) under the terms of Seller's agreement(s) with Assignee.
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# GUARANTEED ASSET PROTECTION (GAP) ADDENDUM ADDENDUM NO.

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#### Explain the Complaint

Events as they happened:
(If service-related, list the services that pertain to this complaint.)
We are very upset that THIS Company
charged us way more Then what The
Car is worth. Also we did not get a
warrenty. For a 4/0,000 Car, we feel
we should get a 2 fr Fractory
warrenty. We bought a YearNING
Collar for our Dog and got la
warrenty + one fr. what's weong
with This picture. The Two gentlemen
That sold us this car is No Youger
working There He and others were Let
Go because of Swindleng Customers Like us.
Amount of loss:
Relief you desire:
A 2 xr Factory WARRENTY.

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

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

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

Purchase Price (Sales)	76,730
Complete Sections Relevant to Your Complaint: Date Purchased (Sales):	H 27/17
Is the vehicle new or used?*	New Used
Year:* Make:* Model:*	2011 Ford Fiesta
Check the type of business that you are filing a complaint about:* (Sales/Service)	Outside Sales Company  Manufacturer  Mechanic Inspection Station Warranty Company  Service Station Repossession Company  Towing/Storage Company  Auto Parts Store  Car Rental Agency  Finance Company Insurance Company  Other (clarify in written complaint)

From:

AGO CAP <ago.cap@vermont.gov>

Sent:

Wednesday, November 1, 2017 1:58 PM

To:

AGO - CAP

Subject:

**CAP Complaint** 

The following CAP complaint was submitted:

Your First Name	Tory
Your Last Name	Palmer
Confirmation Number	WB17-01152
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Business Name or Person's First Name	Poulin Auto
Business Phone (1)	802-786-9006
Phone (1) Type	Office
Business Address	473 E Barre Rd
Business City	Barre

20/2010	110117 1 dillion (15 100040).iidii
Business State	VT
Business Zip Code	052641
Description	Purchased a car on 8/31/16 on retail installment contract stated there was a service contract paid to Royal Administration for \$2999.00 term of 36 months or 36,000 miles. went through paperwork today and could't find s copy of the service contract agreement. I called Royal Admin, they had no contract with me. they told me to call Poulin Auto to get the contract service number, when I contacted Poulin I was told the service contract was actually with Century Automotive. Contacted Century Auto and they sent me a copy of the agreement which stated it had 24 months or 24,000 miles. there was no dates, no cost of the car or my signature.
Amount of loss:	\$2999.00
How would you like this matter to be resolved?	I would like the \$2999.00 which was paid for in the loan
Incident Date	11/1/2017 12:00:00 AM

Autocap Case Record			Case # <b>093-17</b>		
Date Received 11/07/2017				Closed Date <b>12/1 /</b> 2	2017
Consumer-FIRSTN Karen	Crowe	p	te Acknowledged nsumer Respons	12/1 /2017	
Complaint Type Sales		lake Model hevy Cruze	Mileage	Price Sold	As Is
Member Name Auto Mall			Member Contact Chad Carver Member Response Due	11/26	/2017
Resolution Process Staff	Panel Referred to	Resolutio Dropped	n		X
Case Notes 11/22 - Rec'd deale 12/1 - Called dealer					
		a a same manufacture actions		an or il. communication areasonic action as a second	
	at she was deceived by the the vehicle and receive a fu				nsumer



#### **AUTOMOTIVE CONSUMER ACTION PROGRAM**

December 1, 2017

Karen Crowe

Dear Ms. Crowe,

AUTOCAP is in receipt of your complaint against Auto Mall regarding your recent purchase. After speaking with Chad Carver it is my understanding that you returned the vehicle to Auto Mall and they refunded your down payment. With that said, we will be closing your case as of today and sending a copy back to the Consumer Assistance Program officer where you originally filed your complaint.

Sincerely,

Kim Gauthier

**AUTOCAP Coordinator** 

From: Chad Carver <chadcarver@ymail.com>
To: Kim Gauthier <vtautocap@aol.com>
Subject: Re: Karen Crown Consumer Complaint

Date: Wed, Nov 22, 2017 8:26 pm

Good evening Camp, I am on vacation and I can only get small details back to you in the time you requested. I am not sure where this complaint has come from considering we have refunded the customer all their money no questions asked and let them out of the deal. There are many more details I could get into as far as what happened in the exact dates but being out of the state I cannot give accurate information and do not want to be missed quoted. I will be happy to give much more detail in regards to this if Ms. Crowe is still requesting more when I get back.

Thank you and have a great Thanksgiving

Sent from my iPhone

On Nov 16, 2017, at 10:51 AM, Kim Gauthier < vtautocap@aol.com wrote:

Dear 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 <u>written</u> 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

<103017 Crowe.pdf>

\* Trave

TOTAL MENTING NAMED IN

Att. Consumer Street 19mg 109 State Street Workpelier Ut. 05609-1001

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WO GANGARIA The Bar arthmorp of a state of 

From:

AGO CAP <ago.cap@vermont.gov>

Sent:

Friday, November 3, 2017 1:48 PM

To:

AGO - CAP

Subject:

**CAP Complaint** 

The following CAP complaint was submitted:

Your First Name	Justin	
Your Last Name	Bushey	
Confirmation Number	WB17-01158	
Your E-Mail Address		
Your Daytime Phone		
Daytime Phone Type	Mobile	
Your Age	33	
I am a	Vulnerable Adult	
Your Mailing Address		
Your City		
Your State		
Your Zip Code	•	
Your Alternate Phone		
Alternate Phone Type	Mobile	
ls your complaint about:	An automobile dealer	
Business Name or Person's First Name	Poulin Auto of South Burlington	
·///P·/Public%20Re	cords%20Requests/CAP%20Auto%20Complaints%20Legal%20Aid/2017-07893/110317%20Bushey%20(ID%20153995).htm	

Business Phone (1)	8028590090
Phone (1) Type	Office
Business Phone (2)	8025034159
Phone (2) Type	Mobile
Business E- Mail Address	c.reyes6@icloud.com
Business Address	1795 Shelburne Road
Business City	South Burlington
Business State	VT
Business Zip Code	05403
Business Website/URL	http://www.poulinautosales.com/
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2006
What is the make and model of your vehicle?	Saab 9-7x
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	Poulin Auto Sales Barre Location
Inspection sticker number, date and color:	March 2017 Blue #4

When was the vehicle purchased?	September 11th, 2017
What was the purchase price?	9871.00
Vehicle mileage at time of purchase:	92000
Current mileage on the vehicle:	94000
Did you receive a Buyer's Guide document with the vehicle?	Yes
Which of the following apply to the vehicle?	Other
Description	The most recent date of communication (11/3/2017) Service Manager Mike Culligan stated records indicated that the 2006 Saab 9-7x that was purchased by Mr. Justin Bushey on September 11th, 2017 was inspected by Poulin Auto in March of 2017. He stated on November 3rd, that the power steering component is one of the matters that is required by Vermont State Inspection laws to be in good working condition in order to pass a Vermont state Inspection.
	On September 7th, 2017 Mr. Bushey, the consumer, and his wife, reached out to Poulin Auto of South Burlington Vermont stating what they are looking to purchase and inquired about a trade in. Through conversation it was concluded that they will take our former vehicle as trade in for a different SUV that fits our needs. Mrs. Bushey stressed on the importance for reliable transportation and asked multiple time to please make sure the vehicle is inspected inside and out for any matters that would either become an issue with future Vermont Inspections or would question the safety of vehicle operation. It was promised to us as the consumers that the vehicle is 100 percent in working condition and safe after mechanic look overs by the dealership.
	Mr. Bushey test drove the vehicle Sept 8th, 2017. He inspected the vehicle to the best of his abilities with the exception of the undercarriage which can only be inspected thoroughly when on a lift. Mr. Bushey requested four times over a period of two weeks while at the dealership conducting business to please have the vehicle put in the air so we can inspect it ourselves. There was always reason why it was not possible. The salesman, Carlos Reyes also created a verbal binding contract that he can personally guarantee there is not rust issues, and the vehicle is in condition inside and out. Carlos could not provide a straight answer as to how long the vehicle was sitting on the lot before he offered it as a sale option. (Even though records obviously indicated)
	The vehicle was purchased with a 50/50 limited warranty 3 months or 3000 miles. Six days after the vehicle purchase the check engine light came on. It was on and off four times before the consumers

were able to get it diagnosed. As soon as the diagnosis report was read, the dealership was notified that we had a faulty O2 sensor. There was never a reply on that issue.

September 20th Stated by Mike Devino that he had never looked at the vehicle until September 11th when he was told to change out tires for the consumer to pick it up.

October 23rd the Saab would not start and left part of the consumer family including family stranded. Wednesday October 25th it was confirmed that by a mechanic that the starter was bad. The dealership denied taking responsibility. October 28th the consumer had arrangements to repair the Saab with a certified mechanic. Upon inspection of what it entailed to replace the starter it was found that there were further issues making the starter replacement very complicated. These issues included a leaking power steering component that obviously has been leaking over a long period of time that constantly leaked onto the transmission lines causing them to completely rust out. The transmission lines are fixed below the starter preventing the starter to be replaced unless transmission lines were completely removed and replaced.

October 30th the dealership was contacted both through phone and face to face contact. It was stated to the consumer that the dealership would absorb some of the costs and work with us to get the vehicle repaired. At that point they finally provided a buyers guide and it was signed by Carlos Reyes. It was questioned to Carlos on how the steering component leak and the very rusted transmission lines even made the vehicle legal to pass through a Vermont state inspection. It was stated to the consumers that the vehicle met all legal requirements of a Vermont State inspection.

October 31st Mr. and Mrs. Bushey continued to ask exactly what percentage of the repairs would they cover. It was also asked to put everything in writing for the repair option or the trade option that was originally stated to us. As consumers we have the right to know before a transaction how much we would be responsible for financially and what terms would we be able to consider a trade. Carlos said he was to busy to handle the matter and it had to be looked at by their service department. We continued to correspond with the dealership for two days attempting to schedule when to bring the Saab in and have a final resolution. Every party that was contacted at Poulin Auto stated that they didn't know and no one seemed to be able to contact the right staff to make the diagnosis scheduled. At this time the Saab was diagnosed by a second certified repair shop and a quote of \$1573 was provided for all of the repairs that are needed on the vehicle. This quote was shared with multiple staff members of the dealership. Again they had no answer because the owners and managers were always unavailable. November 3rd, nothing was still put in writing. We were told originally we had trade options, then told that we could only have the option to return the Saab and take back our former vehicle that was originally used for trade. We were also told on November 3rd after the quote from Dunkins Repair shop was provided, that nothing was covered and they will not take any responsibility for any of the repairs that are needed.

In addition to the headache and stress that we have gone through with the dealership and their run around, we called the financial institution of our former vehicle requesting a 20 day pay off which would expire on September 27th. There was no paperwork from the financial institution confirming pay off and there was no word from the dealer that matter have been taken care of. Mrs. Bushey contact Poulin Auto on September 28th to follow up and make sure matters were taken care of with the pay off. September 29th we followed up with another phone call and received a response that the dealership contacted the financial institution and we now have an extension until October 2nd. On October 2nd Mr. Bushey contacted the financial institution and was told that the dealership provided false statements due to Mr. Bushey being the only authorized individual to grant an extension. It was also stated by the financial institution that there was no communication by the dealership. The Poulin staff was contacted October 2nd and the payoff was finally settled five days late.

## Amount of loss:

\$1573.00

# How would you like this

Receive at Jeast 50% of repair costs for the Saab 9-7x. Inspection investigation to take place in addition to an investigation on the false statements that Poulin has stated to us as consumers. We have the right

matter to be resolved?	to not be lied to in any transaction and the right to know that we can trust a salesperson not to sell something that would put children in danger.
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)	Buyer's Guide Repair Orders
Incident Date	11/3/2017 12:00:00 AM

2017-07893 (ID .155112)

From: webteam@uvm.edu on behalf of Justin Bushey via The University of Vermont

<webmaster@uvm.edu>

Sent: Monday, November 27, 2017 12:28 PM

To: AGO - CAP

Subject:

2017-07893

Submitted on Monday, November 27, 2017 - 12:28

Complaint Number: 2017-07893

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

Compraint Status: Unresolved Consumer Full Name: Justin Bushey Business Name: Poulin

Auto Sales

Business Contact: Lea Macomber Response/update to complaint:

Dear Sir/Madam:

On behalf of Poulin Auto Sales we have fulfilled all legal obligations to the consumer, Justin Bushey. As a company we have gone above and beyond for this customer. Attached you will find the Buyers Guide, and We Owe/ You Owe paper work. The work has been completed that is stated on the We Owe paperwork which was two rear rotors, recharging of A/C and fixing of the rear hatch. Poulin Auto Sales has tried to work with the consumer on numerous occasions, even offering for the return of the vehicle in which was declined by the consumer. Listed on the Buyers Guide states the POWERTRAIN only warranty information that we offer with all vehicles a 3 month/3,0000 mile 50/50 warranty.

Best, Lea Macomber Poulin Auto Sales 802-85-0090 Attach files to include in your complaint: Address/contact information changes: 574 Prim Road Colchester, VT 05446 Contact: Lea Macomber

The results of this submission may be viewed at: https://www.uvm.edu/node/244671/submission/13068

· < . .

2017-07893 (ID 155158)

webteam@uvm.edu on behalf of Justin P. Bushey via The University of From:

Vermont <webmaster@uvm.edu>

Tuesday, November 28, 2017 10:49 AM AGO - CAP Sent:

To:

Subject: 2017-07893

Submitted on Tuesday, November 28, 2017 - 10:49

Complaint Number: 2017-07893

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

Complaint States. Unresolved Consumer Full Name: Justin P. Bushey Business Name:

Poulin Auto of

Burlington Vermont Business Contact: 8028590090 Response/update to complaint:

Hello:

I have not received any form of communication to resolve this issue. The original statement that I typed for you as the attorney general is only one of my two vehicle issues that I was not able to resolve on my own with Poulin Auto. Please let me know how we can move forward and get matters resolved. I am seeking compensation or something at this point equivalent for all of the hassle and lack of customer service that they have provided. Again the main issues with the vehicle purchased rooted from illegal inspection of a vehicle according to Vermont Inspection Regulations. Attach files to include in your complaint:

The results of this submission may be viewed at: https://www.uvm.edu/node/244671/submission/13249 .

110317 Bushey (ID 153989)

From:

Emily Ross-Bushey <
Tuesday, November 7, 201/ 10:4/ AM AGO - CAP Sent:

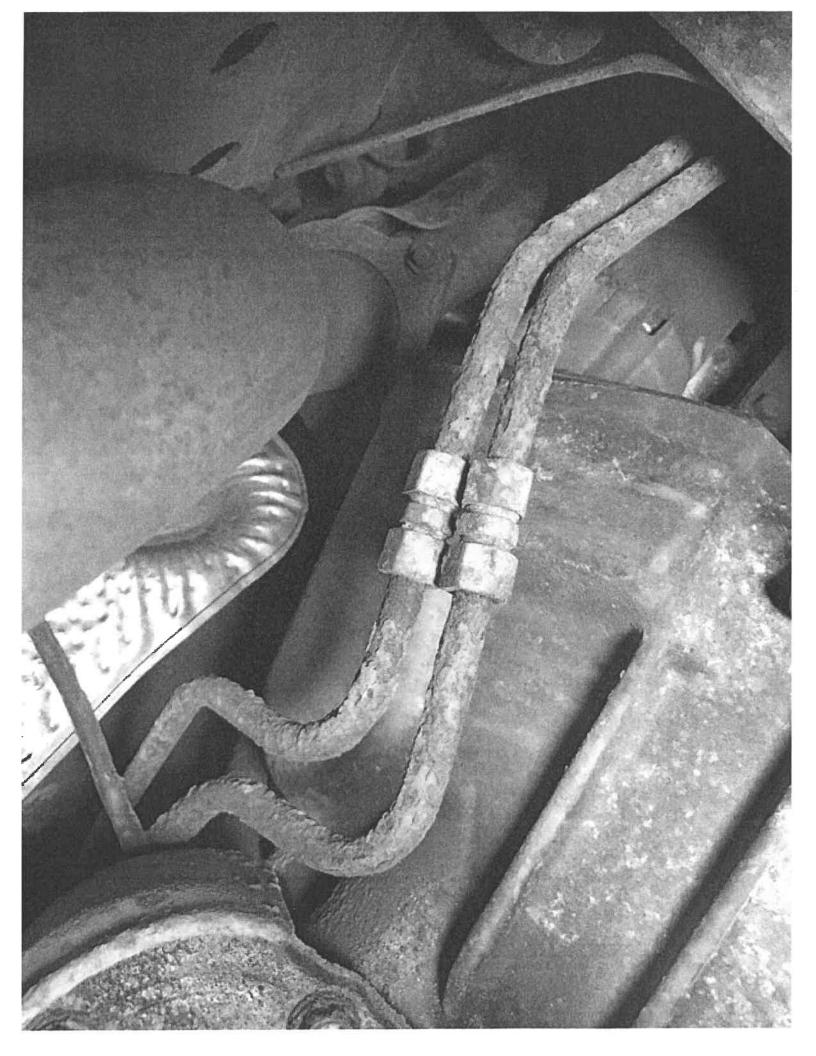
To:

Confirmation number WB17-01158 Follow up Subject:

Good morning, This email is to follow up with case WB17-01158. In addition to an online submission complaint form, an email of documents and photos has been sent for this case. The name for the case is Justin Bushey. If vou have any comments or concerns please email or call pefore 1pm or (Mrs.

Busney) at any time. Thank you,

The Busheys



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	*			
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			•	
,				



## **Duncans Auto Service** 291 ST PAUL STREET Burlington, VT. 05401

Phone: 802-864-9477 Fax: 802-864-2838

INVOICE 6495

Org. Est. # 006930

INVOICE

Date: 11/02/2017

#0

2006 Saab - 9-7X 5.3i - 5.3L, V8 (325CI) VIN(M)

Lic#:-VT

Odometer In: 0

### VIN#:

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Ex	
**RIGHT UPPER BALL JOINT**	1.00	58.00	58.00		9.00	630.00	
354				VEHICLE NEEDS RIGHT FRONT UPPE	R BALL JOINT REP	LACED	
**STARTER** 63541	1.00	220.00	220.00	VEHICLE NEEDS STEERING RACK AN	D RACK IS LEAKIN	IG	
"STEERING RACK"	1.00	459.00	459.00	59.00 VEHICLE NEEDS STARTER			
354				VEHICLE NEEDS TRANSMISSION COO	N ED I INES		
**FRONT FLEX PIPE**	1.00	39.00	39.00	VEHICLE NEEDS TRANSMISSION COC	JEEN LINES		
3541				VEHICLE NEEDS FRONT FLEX PIPE/ F	PIPE IS LEAKING A	ND	
TRANNY COOLER LINES	2.00	48.00	96.00	96.00 ROTTED			
354							
Shop Supplies			10.00				

Org. Estimate 1,573.04 Revisions 0.00	Current Estimate 1,573.04	Labor:	630.00
		Parts:	882.00
		SubTotal:	1,512.0
		Tax:	61.0
		Total:	1,573.0
[Payments - Gash - \$1,573.04]		Bal Due:	\$0.0

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein describt on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature\_

Willen By Payne, Bob - Technicians

Page 1 of 1

Copyright (c) 2017 Milionett Repair Information Company, LLC Instite 1110

**Duncans Auto Service** 291 ST PAUL STREET Burlington, VT. 05401 Phone: 802-864-9477 Fax: 802-864-2838 INVOICE 6495 Org. Est. # 006930

INVOICE

#0

2006 Seab - 9-7X 5.3i - 5.3L, V8 (325CI) VIN(M)

Lic# - VT

Odometer In: 0

Date: 11/02/2017

VIN#

		Sale	Evt	Labor Description	Hours	Ext
Part Description / Number	Qty		AND THE PERSON NAMED IN COLUMN		9.00	630.00
"RIGHT UPPER BALL JOINT"	1.00	58.00	58.00	VEHICLE NEEDS RIGHT FRONT UP		
354	4 00	220.00	220 00		**** *************************	40
"STARTER"	1.00	220.00	220 00	VEHICLE NEEDS STEERING RACK	AND RACK IS LEAKIN	KING
63541				TARTER OTARTER		
**STEERING RACK**	1.00	459.00	459.00	459.00 VEHICLE NEEDS STARTER		
354				VEHICLE NEEDS TRANSMISSION C	COOLER LINES	
"FRONT FLEX PIPE"	1.00	39.00	39.00			
3541				VEHICLE NEEDS FRONT FLEX PIP	E/ PIPE IS LEAKING	AND
TRANNY COOLER LINES	OLER LINES 2.00 48.00 98.00 ROTTED	ROTTED				
354 Shop Supplies			10.00			

Estimate 1,573.04 Revisions 0.00	Current Estimate 1,573.04	Labor:	882.00
		SubTotal:	1,512.00
		Tax:	61.04
		Total:	1,573.04
rents, Cash -\$1 573 041		Bal Due:	\$0.00

le Received 11/2/2017

by authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described set, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs a Warranty on parts and labor is one years or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Date Time ature

By. Payne, Bob - Technicians

Page 1 of 1

Copyright (c) 2017 Mitchell Repair Information Company, LLC invhrs 1110.16c





# WE OWE 105982

NAME JUSTIN BUSHEY	STK. NO.	803544	NEW	USED	XX
ADDRES	YEAR 2	<b>206</b>	MAKE	SAAB	
CITY STATE #	ZIP	-	MODEL	9-7X	
PHONE		SERIAL NO.	553ET1	3M9628Ø3544	
SALESMAN HOUSE			DEL DATE	09/11/17	
OTY. NAME OF ITE	EM			PART	LABOR
2 hear rotor					
AL LOSVIGATIONS FULL LED AT THIS	TIME				
1 Trunk latch					
hereby accept this WE-OWE with the understanding that it is valid for only (SATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT EPARTMENT before the above work can be performed.  FOR APPOINTMENT CALL SERVICE DEPT CUSTOMER	IT WITH THE SERVIC	DAT	E 09 /	SIGN She	
	V		1 (	MC	

## 105982

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

I here by	agree t	to provide	the	above	listed	item(s)	to	the	dealer.	ŧ	understand	that	the	sales	transaction	is	noi
completed	d until Lo	provide suc	th ite	ems.													

	09/11/17	
X:	DATE:	
6 DATE TO 1146		
APPROVED BY:		

From:

AGO CAP <ago.cap@vermont.gov>

Sent:

Monday, November 6, 2017 7:09 AM

To:

AGO - CAP

Subject:

**CAP Complaint** 

The following CAP complaint was submitted:

Your First Name	leah
Your Last Name	grant
Confirmation Number	WB17-01164
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	auto mall brattleboro vt
Business Phone (1)	8022754510
Business Address	800 putney rd
Business City	brattleboro
Business State	VT
Business Zip Code	05301
Is your complaint about a vehicle you purchased?	No
Description	This is only one email that we sent. I have several emails and text messages with this company. Our credit is now compromised and feel like this was a total bait and switch.  Hello I waited a week to write back, hoping that Chad would honor the offer that we received and accepted. We are more than disqusted with what happened to us. We have had contact off and on since
JUDJDukliel 20December 20Begun	with what happened to us. We have had contact off and on since  sts/CAP%20Auto%20Complaints%20Legal%20Aid/2017-07944/110617%20Grant%20(ID%20154105).htm

the beginning of summer and went to several dealerships, before deciding to buy from here. My husband is a truck driver and would stop here and there looking for what he wanted. So when we sent Haleigh a vin number and pricing for a truck from mass that was a chevy, but had a similar msrp and asked what the best you could do, we received a price we felt was fair. Not a price, if you do this, or if you finance thru here, But a best my manager said was 36,816. So we went and got pre-approved, without touching our credit and sent a copy to Wade (whom has been nothing but awesome). He said he would give it to Tony who is the fiance guy. I said don't touch our credit unless you think you can beat it. And you did, which was great, and then went lower if we did the extended warranty. GREAT!!! right!! WRONG!!! We went and payed for upfront for 6 months insurance, and my husband took the day off to sign papers when the truck was to be delivered. He is a truck driver, so never know where he will be. TWO hours before the truck was to be delivered I got a call from Tony saying we don't qualify for the 2500.00 off since we aren't using GM financing..HUH! This was never mentioned and why would they pull our credit thru Wells Fargo if this was the case. None of this was mentioned ever!! And going thru GM financing would be 6.5% so we would be better off with Wells Fargo for only about 20 more a month and 3 months 45 days longer. 45 days??? Isn't that 4 months 15 days longer? Wow, now I was at work when this call came and I was shaking. Who would do this. I have been in sales for my life and can't imagine this! I called Chad, who said "you see the commercials" NO! I have a dvr. Then he said "you listen to them on the radio." NO! I listen to talk radio! Then all he had to say is sorry for the miscommunication! I have every email, and every text message. Not at one point was any of this mentioned. We now are probably going to regroup and go look at Chevy's. We also are probably going to call the Attorney General and possibly get a lawyer for bait and switch. We are hard working honest people and we thought we were dealing with the same, but I guess not. Yeah so, you asked if there was anything else you could do...Hold Chad and Tony accountable

Leah,

How would you like this
matter to be resolved?

We would like them to honor their offer, and pay for my husbands lost day

**Incident Date** 

10/17/2017 12:00:00 AM

110617 Grant (ID 154104)

From:

Monday, November 6, 2017 2:54 PM

Sent: AGO - CAP To:

Subject:

Re: CAP Complaint

we don't have the truck. Two hours before they were to deliver it They changed the terms. My husband took the day off of work because it was suppose to be all set.

Sent from my Verizon 4G LTE Smartphone

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

From: AGO - CAP Date: Mon. Nov 6. 2017 9:37 AM

To:

Cc: Kim Gauthier;

Subject:RE: CAP Complaint

Hello Leah,

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: 802-46 802-461-2655 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,

Danielle Shaw Consumer Advisor

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

## 110617 Grant (ID 154104)

Email: ago.cap@vermont.gov Phone: 1-800-649-2424 / 802-656-3183 From: AGO CAP [mailto:ago.cap@vermont.gov]
Sent: Monday, November 6, 2017 7:09 AM
To: AGO - CAP <AGO.CAP@vermont.gov>
Subject: CAP Complaint The following CAP complaint was submitted: ur Fir st Na me 1ea h Yo ur Las t Na me gra nt Co nfir ma tio n Nu mb er WB 17-01 16 4 Yo ur E-Ма iΊ Ad dre SS aur ilea 10 ms n.c om Yo ur Da yti me Ph on e 60 39

From:

AGO CAP <ago.cap@vermont.gov>

Sent:

Wednesday, October 4, 2017 9:03 AM

To:

AGO - CAP

Subject:

\* CAP Complaint

The following CAP complaint was submitted:

Your First Name	John
Your Last Name	O'Wril
Confirmation Number	WB17-01038
Your E-Mail Address	vp-
Your Daytime Phone	,
Daytime Phone Type	Office
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
ls your complaint about:	An automobile dealer
Business Name or Person's First Name	Heritage Toyota
Business Phone (1)	(802) 865-8250
Phone (1) Type	Office
Business Address	1620 Shelburne Rd
Business City	Shelburne
Business State	VT
Business Zip Code	05403
Business Website/URL	https://www.heritagetoyotacars.com/contact-heritage-toyota-in-south-burlington-vt
ls your complaint about a vehicle you purchased?	No:
Description	Two years ago I brought my Toyota Tundra in to Heritage Toyota for a recall. Heritage inspected

,
my truck's frame and determined that it was not defective, and they performed some type of rust-proofing treatment to the frame.  Two years after this treatement, my truck's frame has rusted through and it cannot pass inspection.  My mechanic has told me that the frame of a truck should be the last part to rust throughbut in my truck's case, it has rusted through before anything else!  I believe that Heritage did not properly assess my truck's frame. I believe that if my truck's frame had been properly inspected byHeritage, they would have replaced the frame two years ago.  I called Heritage Toyota, who said there was nothing they could do, and suggested I call Toyota customer service. Toyota customer service also told me there was nothing they could do.
\$11,000
I would like Heritage to provide the service they should have two years agoto replace my rotten frame with a new frame.
10/4/2017 12:00:00 AM

100417 o'wril VADA (ID 154455)

From: Kim Gauthier <vtautocap@aol.com>
Sent: Monday October 22 2017 11:18 AM

To:

Subject: Fwd: CAP Complaint - John O'Wril

Attachments: DOD flow chart.png

Dear Mr. Wril,

AUTOCAP is in receipt of your complaint against Heritage Toyota. We have also received the following response from Nora Krom, Customer Relations Specialist with Heritage Toyota. Based on their response your complaint is with Toyota Corporate and not with Heritage Toyota. With that said, I will be returning your complaint to the Consumer Assistance Program office where they can mediate on your behalf with Toyota Corporate.

Thank you, Kim Gauthier AUTOCAP Coordinator

----Original Message---From: Nora Krom <nkrom@heritagevt.com>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Mon, Oct 9, 2017 1:53 pm
Subject: Re: CAP Complaint - John O'Wril
Kim,

The Limited Service Campaign Mr. O'Wril is referring to, DOD, expired 7/31/15. As with all recalls or service campaigns issued by Toyota, Heritage, or any other Toyota dealership, is required to follow certain procedures laid out by Toyota. Specifically with DOD, Toyota instructed technicians to check certain areas of the frame for rust perforation. If no significant rust perforation, defined by Toyota as over 10mm, was found, the dealership would apply Corrosion-Resistant Compounds to specific areas of the truck's frame. Surface rust on the frame would not pass Toyota's criteria for a frame replacement. These services would be paid for by Toyota, not the dealership. If significant rust perforation was found then Toyota would pay the dealership to replace the frame. There was no benefit to the dealership to prevent a frame replacement if it was deemed eligible by Toyota's standards. The dealership is paid by Toyota for any work completed.

For further reference I have attached a flow chart provided to all dealerships by Toyota. As with any recall or service campaign our technicians follow these instructions to the letter. Only after Toyota has been provided with verification that these steps have been followed will they pay the dealership for the work.

Toyota has not approved any assistance for Mr. O'Wril's concern. As a dealership, Heritage cannot make this type of repair unless Toyota approves it. I apologize that Heritage cannot assist Mr. O'Wril further with this issue. I regret to refer him back to Toyota, but it is up to them to approve and cover the cost of a repair such as this.

Page 1

## 100417 O'Wril VADA (ID 154455)

Please feel free to contact me if I can be of further assistance. Sincerely,

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

On Fri, Oct 6, 2017 at 1:30 PM, Kim Gauthier <vtautocap@aol.com> wrote: Dear Nora,

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

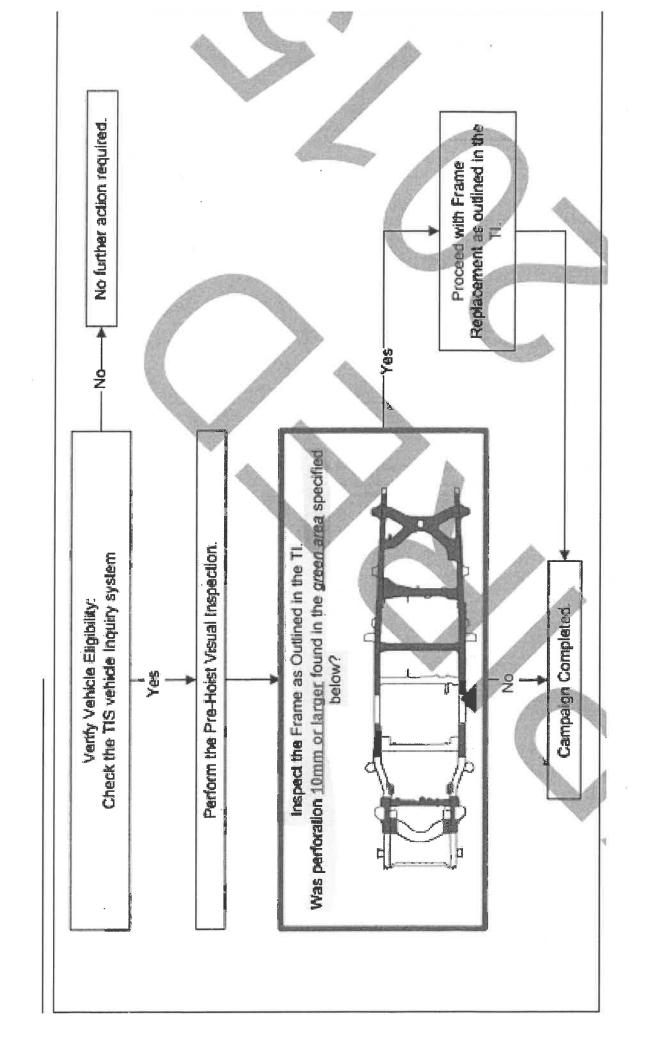
VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

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

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

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

Your participation in the AUTOCAP program is greatly appreciated.



From:

AGO CAP <ago.cap@vermont.gov>

Sent:

Thursday, November 16, 2017 1:12 PM

To:

AGO - CAP

Subject:

**CAP Complaint** 

The following CAP complaint was submitted:

Your First Name	gerald
Your Last Name	rose
Confirmation Number	WB17-01215
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Mailing Address	
Your City	<del>-</del>
Your State	
Your Zip Code	
Your Alternate Phone	<b>:</b>
Alternate Phone Type	Mobile
ls your complaint about:	An automobile dealer
Business Name or Person's First Name	Cobb Auto
Person's Last Name	Cobb
-///D-//D/	ords%20Requests/CAP%20Auto%20Complaints%20Legal%20Aid/2017-08253/112117%20Rose%20(ID%20154945).htm

Business Phone (1)	8025275067
Phone (1) Type	Office
Business Address	448 Swanton Rd
<b>Business City</b>	St. Albans
Business State	VT
Business Zip Code	05478
Is your complaint about a vehicle you purchased?	No
Description	This complaint is not about the vehicle itself. I purchased a Chevy 2012 truck VIN #3GCPKSE71CG136762. The purchase price was \$18,500.00. My trade in was -\$4000.00 which brings the purchase to \$14,500.00. The amount for taxes, tag and registration was \$1,071. I wrote a check to cobb auto for \$14,575. (\$75 for Documentation Fee). I was told by the salesman ,Eddie Bouchard that he only take cash to DVM. I gave him \$1100 in cash. To make change Eddie went to gas station next door. This cash transaction was also witnessed by Beck Rock, office manager. Eddie gave me temporary plate.  I called Cobb Auto several weeks later, looking for my plate and registration and I was told that I never gave Eddie any cash for DMV and he was waiting for me to come get my title. I spoke with Becky Rock and she admitted that she witnessed the cash transaction. Eddie denied it. I then went into my Bank of America account to see the amount I paid them in check and I saw that Eddie had altered my check, turning the 5 into an 8 and making the check read 14,875. The written amount of check still had the correct amount but due to bank oversight the check was cashed for \$14,875.00. Eddie gained a 300 profit. Bank of America has already filed a claim against Cobb auto. Eddie faxed the Bank of America manager, Trahn Lee, a sales receipt that he fraudulently altered. I have the original so Trahn could plainly see that this man was altering numbers.Bank of America said their fraud dept will take over from here regarding the check portion of the transaction, They have not credited my account as of yet. Then after many, many attempts to call Cobb Auto regarding my cash I gave him for DMV, Eddie finally answered and told me that he would take care of everything and he sent me a packet to my residence in FL to sign "documentation" so he can now go to DMV. He sent the altered document. I emailed and called several times and they will not answer the phone. I have asked numerous times for the owner to please call me and he has not. They have the title
Amount of loss:	\$1,371.00 and my title
How would you like this matter to be resolved?	I want my money back that they stole from me and I need the title to my vehicle.
Incident Date	9/26/2017 12:00:00 AM