

DUNWRIGHT, LLC
1452 ABSCOTT ST
PORT CHARLOTTE, FL 33952-2933

1882

67448/539 SC
1726

DATE 9/26/17

PAY
TO THE
ORDER OF

COBIS-AUTO

\$ 14,875.00

Fourteen Thousand and Five Hundred and Seventy-Five

DOLLARS

Secure
Payable
Check on
Check



Bank of America

ACH R/T 053904483

FOR

TRUCK UT

Carol B. M.

MP

⑈001882⑈

From: AGO CAP <ago.cap@vermont.gov>
Sent: Monday, November 27, 2017 1:35 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Samantha
Your Last Name	Marchessault
Confirmation Number	WB17-01244
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	26
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Berlin City Kia
Business Phone (1)	8028643905
Phone (1)	Office

Type	
Business E-Mail Address	Dcasab@berlincity.com
Business Address	586 Marshall Ave
Business City	Williston
Business State	VT
Business Zip Code	05459
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2014
What is the make and model of your vehicle?	Kia Forte EX
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	Berlin City Kia
Inspection sticker number, date and color:	4 2-6-17, blue
When was the vehicle purchased?	April 7, 2017
What was the purchase price?	14,940
Vehicle mileage at time of purchase:	30155
Current mileage on the vehicle:	44,643

Did you receive a Buyer's Guide document with the vehicle?	No
Which of the following apply to the vehicle?	Service Contract (purchased warranty)
Description	I purchased what I thought was a 2014 certified pre owned vehicle and it is not. I have proof it is not certified and now Kia is forging the system and asking me to sign new documentation. They are pushy about it. They also bait and switched me. Had me financed at 6% thru Key Bank with 1000 down and 230\$ payment per month, and when I signed the paper as I was being rudely rushed through it, it changed to Citizens Bank with 3000 down and 11% interest with a payment of 282\$ per month. I just found out my car is NOT certified and that is the only reason I purchased this car. My car was worth just under 13,000\$ and I was financed for 14,940\$ with 3,000\$ down at 11% when it should have been 6%. I have 3 kids. Their safety is the reason i bought this pre owned certified Kia!! I have put so much time into counselling because of the non stop stress with this Dealership!
Amount of loss:	15000
How would you like this matter to be resolved?	Compensation for my loss and to start over.
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)	Purchase/sales contract Warranty documentation Finance contract
Incident Date	11/27/2017 12:00:00 AM

120117 Desiardins (ID 156361)

From: Jesse Desjardins <
Sent: Thursday, November 30, 2017 3:49 PM
To: Consumer
Subject: Complaint

Attached is a copy of all documents I have been able to assemble. The business in question is Cobb Auto St Albans, VT. The sale price as seen on the down payment receipt and temporary registration; which was a transfer; was \$8,995 then after having to chase him down to finish the paperwork he changed it to \$10,900. He quoted \$1,000 for the warranty and charged \$1,706. He quoted \$500 for the GAP insurance, he charged \$750. He charged an extra \$100 or so for taxes and for a new registration. I was quoted \$313/mo for 36 mos. Instead it resulted in \$373/mo for 51 mos. This is due to his slipping up the price in between. I have a friend with a similar situation with them. I have now heard of previous people having similar issues. The total extra in the financed value is \$3,500 or so. When Ed Bouchard was contacted about discrepancies he kept putting it off and wouldn't provide paper copies. I had to contact CAC to get a copy. It is evident he was trying to hide what had been done. As soon as i sent him proof that it was a price of \$8,995 he ceased communication. My friend is Michael Dudley _____ his difference exceeds mine.

Re{3} Desjardins, Jesse (Cobb Auto) CAP 2017-08656 (ID 157067)
From: Jesse Desjardins <
Sent: Friday, December 22, 2017 3:41 PM
To: AGO - CAP
Subject: Re: Desjardins, Jesse (Cobb Auto) CAP 2017-08656

It has been more than 7 days. I am inquiring as to what the status of this is.

On Dec 11, 2017 12:54 PM, "AGO - CAP" <AGO.CAP@vermont.gov> wrote:

Re: Complaint 2017-08656

Dear Jesse Desjardins:

Thank you for contacting us with your complaint. We have sent a copy to the business asking it to contact you within 7 days to resolve this problem. We have also asked the business to notify us of the action it takes. Your complaint and the business response will become part of our public record for six years. It is our experience that two of every three complaints are successfully resolved through this procedure.

In 14 days, please update us on the complaint status by using the Complaint Response Form located on our website. Please note, upon receipt of your update we may do one of the following:

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

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

3. If you indicate that the business contacted you but your complaint remains unresolved, the action we take will depend in great part on the business response. If the response is unsatisfactory, we may pursue this matter further. If your complaint is not appropriate for further action on our part, we may refer you to small claims court or suggest that you consult a private attorney. Thank you for bringing your complaint to our attention.

Sincerely,

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



November 22, 2017

Account: [REDACTED]

JESSE DESJARDINS
[REDACTED]

Dear JESSE DESJARDINS:

Enclosed you will find the account information you requested. If you have any questions, please contact Credit Acceptance at (800) 634-1506.

Sincerely,

Operations Support Department

Operations Support Department
Credit Acceptance Corporation



We change lives... one at a time!



Copy of Electronic Original
Not required to mail or fax this copy to Credit Acceptance

RETAIL INSTALLMENT CONTRACT - SIMPLE INTEREST FINANCE CHARGE

ACCOUNT #

LOT # X30

Buyer Name and Address JESSE L DESJARDINS	Co-Buyer Name and Address N/A	Creditor-Seller Name and Address COBLEV, INC 448 SWANTON RD SAINT ALBANS, VT 05478
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You and "Your" mean each Buyer above, jointly and severally. "Us" and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown on Page 2 as the "Cash Price." The credit price is shown below as "Total Sale Price." You have agreed to buy the Vehicle from Us on credit for the Total Sale Price. You acknowledge delivery and acceptance of the Vehicle in good condition and repair. You agree to pay Us all amounts due under this Retail Installment Contract ("Contract"), including the Amount Financed and Finance Charge, according to the payment schedule shown in the Truth in Lending Disclosures below. We will figure Your finance charge on a daily basis at a rate of 19.49 % per year ("Contract Rate"). You also agree to the terms and conditions on the additional pages (including the Truth in Lending Disclosures) of this Contract. The Annual Percentage Rate may be negotiable with Us.

Used	Year and Make	Model and Body Style	Color	Vehicle Identification Number	Odometer Reading
	2010 Dodge	Charger 4D Sedan	RED	2B3CA3CV7AH140905	116,115

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost You.	Amount Financed The amount of credit provided to You or on Your behalf	Total of Payments The amount You will have paid after You have made all payments as scheduled.	Total Sale Price The total cost of Your purchase on credit, including Your down payment of
19.50 %	\$ 6,165.48	\$ 12,882.00	\$ 19,047.48	\$ 2,250.00 is \$ 20,297.48

Payment Schedule: Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
51	\$ 373.48	Monthly, beginning November 11, 2017

Security: You are giving a security interest in the goods or Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged \$10 or 4% of the payment, whichever is less.

Prepayment: If You pay early, You will not have to pay a penalty.

Additional Information: Please read this Contract for any additional information about nonpayment, default and any required repayment in full before the scheduled date, and prepayment refunds and penalties.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGES CAUSED TO OTHERS IS NOT INCLUDED.

PROPERTY INSURANCE: You must insure the Vehicle securing this Contract. YOU MAY PURCHASE OR PROVIDE THE INSURANCE THROUGH ANYONE YOU CHOOSE WHO IS REASONABLY ACCEPTABLE TO US, as more fully described on page 3.

ARBITRATION: This Contract contains an Arbitration Clause that states You and We may elect to resolve any dispute by arbitration and not by court action. See the Arbitration Clause on Page 5 of this Contract for the full terms and conditions of the agreement to arbitrate. By initiating below, you confirm that you have read, understand and agree to the terms and conditions in the Arbitration Clause.

Buyer's Initials

JD

Buyer's Initials

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

ADDITIONAL TERMS AND CONDITIONS. THE ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE SET FORTH ON THE ADDITIONAL PAGES OF THIS CONTRACT ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

VERMONT CREDIT ACCEPTANCE CORPORATION (11-11)
© 2012 - 2018 Credit Acceptance Corporation.
All Rights Reserved.

PAGE 1 of 5

The original retail installment contract is assigned to Credit Acceptance Corporation.
This copy was created on 10/11/2017.

Buyer's Initials

JD

Buyer's Initials

Copy of Electronic Original
Not required to mail or fax this copy to Credit Acceptance

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including accessories and improvements to the Vehicle)	\$ 10,900.00 (1)
2 Down-Payment Calculation	
Cash Down Payment	\$ 1,250.00 (A)
Deferred Down Payment	\$ N/A (B)
Trade-In Description:	
Gross Trade-In	\$ N/A (C)
Make N/A	
Model N/A	
Payoff Made by Seller	\$ N/A (D)
Net Trade-In (If negative number, insert "0" in line 2(E) and itemize difference in 4(D) below) (C-D)	\$ N/A (E)
Trade-In Description	
Gross Trade-In	\$ N/A (F)
Make N/A	
Model N/A	
Payoff Made by Seller	\$ N/A (G)
Net Trade-In (If negative number, insert "0" in line 2(H) and itemize difference in 4(H) below) (F-G)	\$ N/A (H)
Other Manufacturers Rebate	\$ N/A (I)
Total Down Payment (A+B+E+H+I)	\$ 1,250.00 (2)
3 Unpaid Balance of Cash Price (1 less 2)	\$ 9,650.00 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf

(NOTICE: A portion of these charges may be paid to or retained by Us.)

A *Cost of Required Physical Damage Insurance Paid to Insurance Company	\$ N/A (A)
B *Cost of Optional Extended Warranty or Service Contract Paid to the Company named below	\$ 1,706.00 (B)
C Cost of Fees Paid to Public Officials for Filing, Recording or Perfecting a Security Interest	\$ 11.00 (C)
D Cost of Fees Paid to Public Officials for Purchase and Use Tax	\$ 654.00 (D)
E Cost of Fees Paid to Public Officials for Certificate of Title	\$ 35.00 (E)
F Cost of Fees Paid to Public Officials for License and Registration	\$ 76.00 (F)
Other Charges (Seller must identify who will receive payment and describe purpose)	
G to N/A for lien or lease payoff	\$ N/A (G)
H to Western Diversified Services, Inc. for Optional GAP Protection	\$ 750.00 (H)
I to N/A for N/A	\$ N/A (I)
J to N/A for N/A	\$ N/A (J)
K to N/A for N/A	\$ N/A (K)
L to N/A for N/A	\$ N/A (L)
M to N/A for N/A	\$ N/A (M)
N to N/A for lien or lease payoff	\$ N/A (N)

Total of Other Charges and Amounts Paid to Others on Your Behalf

5 Amount Financed - Unpaid Balance (3+4) \$ 12,882.00 (5)

OPTIONAL EXTENDED WARRANTY OR SERVICE CONTRACT: Although You are not required to purchase an optional extended warranty or service contract as a condition of purchasing this Vehicle on credit, by signing below You are indicating that You voluntarily elect to buy an optional extended warranty or service contract covering the repair of certain major mechanical breakdowns of the Vehicle and related expenses. Refer to the optional extended warranty or service contract for details about coverage and duration.

Price \$ 1,706.00 Term 24 Mos. / 24000 Miles Company: Wynn's Extended Care, Inc.

Buyer's Signature _____ Date 10/11/2017

GAP PROTECTION: Optional Guaranteed Auto Protection (GAP) is not required to obtain credit. GAP protection will not be provided under this Contract unless You sign for it below and agree to pay the additional cost shown below and on Line 5H of the ITEMIZATION OF AMOUNT FINANCED. You may obtain optional GAP protection from a person of Your choice that is authorized to sell such coverage and is acceptable to Us. The GAP contract issued by the provider of the protection will describe the terms and conditions of coverage in further detail. If You want GAP protection, sign below.

Cost \$ 750.00 Term 51 Mos. Provider: Western Diversified Services, Inc.

Buyer's Signature _____ Date 10/11/2017

NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

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

You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.

Buyer's Signature x _____ Buyer's Signature x _____

Seller: COLEY, INC. By Edward Douchard Title AGENT

This Contract is signed by the Seller and Buyer(s) hereto this 11th day of October 2017

VERMONT CREDIT ACCEPTANCE CORPORATION
© 2012 - 2016 Credit Acceptance Corporation
All Rights Reserved

PAGE 2 of 5

This contract, retail installment contract is assigned to Credit Acceptance Corporation.
This copy was created on 10/11/2017

ADDITIONAL TERMS AND CONDITIONS

Security Interest. You give us a security interest in: 1) The Vehicle and all parts or goods installed in it; 2) All money or goods received (proceeds) for the Vehicle; 3) All insurance, maintenance, service or other contracts we finance for you; and 4) All proceeds from insurance, maintenance, service or other contracts we finance for you (this includes any refunds of premiums). This secures payment of all You owe on this Contract and in any transfer, renewal, extension or assignment of the Contract. It also secures Your other agreements in this Contract. You agree to have the certificate of title show our security interest (lien) in the Vehicle.

Late Charge. You promise to make all payments when due. If You fail to make a payment when it is due, You agree to pay us a late charge as stated on page 1 of this Contract. You agree that We do not waive any of our rights by accepting one or more late payments from You.

Ownership and Risk of Loss. You promise to pay us all You owe under this Contract even if the Vehicle is damaged, destroyed or missing.

Your Other Promises to Us. You promise that

- You will not remove the Vehicle from the United States or Canada
- You will not sell, rent, lease or otherwise transfer any interest in the Vehicle or this Contract without our written permission
- You will not expose the Vehicle to misuse or confiscation
- You will not permit any other lien or security interest to be placed on the Vehicle
- You will preserve and protect the Vehicle and keep it in good condition and repair
- You will not use the Vehicle in a trade or business without our written consent
- You will not use the Vehicle unlawfully or abandon it. If a governmental agency impounds the Vehicle, You will notify us immediately and regain possession of the Vehicle. We may regain possession of the Vehicle and treat it as a default.
- You will pay all taxes, assessments, rentals, charges, and other fees imposed on the Vehicle when they are due. If We pay any repair bills, storage bills, taxes, fines, fees, or other charges on the Vehicle, You agree to repay the amount to us
- You will permit us to inspect the Vehicle at any reasonable time
- You will promptly sign, or cause others to sign, and give us any documents We reasonably request to perfect our security interest
- You have not made and will not make an untrue, misleading or incomplete statement in a credit application, this Contract or any information provided in connection with this Contract
- You will promptly provide us with any additional personal or financial information concerning you or any information about the Vehicle that We may reasonably request from time to time
- You will immediately notify us if You change Your name or address

Finance Charge. This is a simple interest contract. We will apply payments to late charges, finance charges and to the unpaid balance of the Amount Financed and other charges in any manner we choose unless we are required by law to apply payments in a particular order. Finance charges are earned on a daily basis by applying the Contract Rate to the unpaid balance of the Amount Financed for the time such balance is owed. After assignment, the Seller may receive a portion of the finance charges.

Late or Early Payments. The Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this Contract are based on the assumption that You will make every payment on the date it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if You pay late and less if You pay early.

Prepayment. You have the right to prepay all or part of Your account balance at any time without a penalty. If You do so, You must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of Your payment.

If You prepay only a portion of the balance remaining under this Contract, We will apply the prepayment to Your account balance, however a prepayment will not excuse any later scheduled payments. You must still make all scheduled payments on time until Your obligation under this Contract is paid in full. If You make a partial prepayment Your last payment or payments may be less than the scheduled amount due.

Required Physical Damage Insurance. You must insure Yourself and us for the term of this Contract against loss of, or physical damage to, the Vehicle with a policy in Your name that is acceptable to us. We must approve the type and amount of insurance. At any time during the term of this Contract, if you do not have physical damage insurance which covers both the interest of You and us in the Vehicle, then We may buy it for You. If We do not buy physical damage insurance which covers both interests in the Vehicle, We may, if We decide, buy insurance which covers only our interest, to the extent permitted by law.

We are under no obligation to buy any insurance, but may do so if We desire. If We buy either of these coverages, We will let You know what type it is and the charge You must pay. The amount You must pay will be the premium for the insurance and a finance charge at the Annual Percentage Rate shown on this Contract. You agree to pay the amount and finance charge in equal installments along with the payments shown on the Payment Schedule.

If the Vehicle is lost or damaged, You agree that We can use any insurance settlement either to repair the Vehicle or apply to Your account balance. If applied to Your account balance, the insurance settlement proceeds that do not pay Your obligation in full under this Contract will be applied as a partial payment.

Optional Insurance, Maintenance or Service Contracts. This Contract may contain charges for optional insurance, maintenance, service or warranty contracts. If the Vehicle is repossessed, You agree that We may claim benefits under these contracts and terminate them to obtain refunds of unearned charges.

Insurance, Maintenance, Service or Other Contract Charges Returned to Us. If any charge for required insurance is returned to us, it may be credited to Your account in accordance with the Prepayment section of this Contract or used to buy similar insurance which covers only our interest in the Vehicle. Any refund on optional insurance, maintenance, service, warranty or other contracts obtained by us will be credited to Your account in accordance with the Prepayment section of this Contract.

Default and Acceleration of the Contract. You will be in default if

- You fail to pay any amount due under this Contract when it is due.
- You break any of Your other promises You made in this Contract.
- A proceeding in bankruptcy, receivership or insolvency is started by You or against You or Your property.

If You are in default of this Contract, We may declare the entire unpaid balance of this Contract due and payable immediately at any time without notice to You, unless We are required by law to provide You with such notice, and subject to any right You may have to reinstate the Contract. The amount You will owe will be the unpaid part of the Amount Financed plus the earned and unpaid portion of the Finance Charge, and any late charges, and any amounts due because of Your default.

Copy of Electronic Original
Not required to mail or fax this copy to Credit Acceptance

ADDITIONAL TERMS AND CONDITIONS

Starter Interruption Device and GPS. You understand and agree that if You are in default, We may use any starter interruption device and/or global positioning system (collectively the Device) installed on the Vehicle to prevent the Vehicle from starting and/or to locate the Vehicle when permissible law and the terms of this Contract allow Us to repossess the Vehicle. You agree that if the Vehicle is disabled, You will need to cure Your default in order to restart the Vehicle. You acknowledge that You have been provided with a toll free telephone number that You may call, no more than once per month, if the Vehicle is disabled but You need an emergency activation which will allow the Vehicle to operate for 24 hours. Refer to the terms and conditions of the Buyer's Disclosure for additional information on the Device.

Repossession of the Vehicle. If You default, We may take (repossess) the Vehicle from You. To repossess the Vehicle, We can enter Your property, or the property where the Vehicle is stored, so long as it is done peacefully and the law allows it. Any accessories, equipment or replacements will remain with the Vehicle. You hereby acknowledge and agree that any personal property contained within the Vehicle may be removed and held without liability to Us or our agent. It is Your responsibility to promptly and immediately contact Us to make arrangements for the return of Your personal property. You are responsible for paying all reasonable charges associated with the repossession.

Getting the Vehicle Back After Repossession. If We repossess the Vehicle, You have the right to pay to get it back (redeem) at any time before We sell, lease, license or otherwise dispose of any or all of the Vehicle in its present condition or following any commercially reasonable preparation or processing.

Sale of the Repossessed Vehicle. Any notice that is required to be given to You of an intended sale or transfer of the Vehicle will be mailed to Your last known address, as reflected in our records, in a reasonable period before the date of the intended sale or transfer (or such other period of time as is required by law). If the Vehicle is sold, We will use the net proceeds of the sale to pay all or part of Your debt.

The net proceeds of the sale will be figured this way. Any charges for taking, holding, preparing for sale, and selling the Vehicle, and any attorney fees and court costs, if permitted by law, will be subtracted from the selling price.

If You owe Us less than the net proceeds of sale, We will pay You the difference, unless We are required to pay it to someone else. For example, We may be required to pay a lender who has given You a loan and has also taken a security interest in the Vehicle.

If You owe more than the net proceeds of sale, You will pay Us the difference between the net proceeds of sale and what You owe when We ask for it. If You do not pay this amount when asked, You may also be charged interest at the highest lawful rate until You do pay all You owe to Us.

Collection Costs. If We hire an attorney to collect what You owe and that attorney is not our salaried employee, You will pay the attorney's reasonable fee, any court costs, disbursements, and reasonable out-of-pocket expenses incurred after referral in connection with the delinquency, repossession or foreclosure, including but not limited to storage charges, reconditioning expenses and collection expenses.

Delay in Enforcing Rights and Changes of this Contract. We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, We can extend the time for making some payments without extending others. Any change in the terms of this Contract must be in writing and signed by Us. No oral changes are binding. If any part of this Contract is not valid, all other parts will remain enforceable.

WARRANTIES SELLER DISCLAIMS. YOU UNDERSTAND THAT THE SELLER IS NOT OFFERING ANY WARRANTIES AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY THE SELLER, COVERING THE VEHICLE UNLESS THE SELLER EXTENDS A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT MAY BE PROVIDED BY THE VEHICLE MANUFACTURER.

Interest After Maturity. You further agree to pay interest at the Contract Rate stated on page 1 of this Contract or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract. For the purposes of this provision, maturity means the earlier of the date Your final payment is due or the date We accelerate the Contract.

Judgment Rate. Interest on any judgment awarded on this Contract will be at 12% or at the highest rate permitted by applicable law.

Governing Law. The terms of this Contract are governed by the law of the state of the Seller's address shown on page 1 of this Contract, except to the extent preempted by applicable federal law.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby assigns and transfers all Seller's right, title and interest in and to this Contract, and in and to the Vehicle described herein, to CREDIT ACCEPTANCE CORPORATION ("Assignee"), its successors and assigns, pursuant to and in accordance with the terms and conditions set forth in the existing dealer agreement between Seller and Assignee in effect on the date hereof. Seller gives Assignee full power, either in Assignee's name or in Seller's name, to take all actions which Seller could have taken under this Contract. In order to induce Assignee to accept assignment of this Contract, Seller represents and warrants to Assignee as set forth in the existing dealer agreement.

NOTICE OF ASSIGNMENT: The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on page 4 of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD-SUITE 3000, SOUTHFIELD, MICHIGAN 48034-8338, 1-(800)-634-1506.

Seller: CREDIT INC

By

Edward Bouchard

Title: AGENT

Buyer's Initials

Buyer's Initials

ARBITRATION CLAUSE

This Arbitration Clause describes how a Dispute (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. In this Arbitration Clause, "We" and "Us" mean Seller and/or Seller's assignee (including, without limitation, Credit Acceptance Corporation) or their employees, assignees, or any third party providing any goods or services in connection with the origination, servicing and collection of amounts due under the Contract if such third party is named as a party between You and Us. "You" and "Your" means each Buyer named above.

Your Right to Reject: If You don't want this Arbitration Clause to apply, You may reject it by mailing Us at P.O. Box 5070, Southfield, Michigan 48086-5070 a written rejection notice that describes the Contract and tells Us that You are rejecting this Arbitration Clause. A rejection notice is only effective if it is signed by all buyers, co-buyers and co-signors and the envelope that the rejection notice is sent in has a post mark of 30 days or less after the date of this Contract. If You reject this Arbitration Clause, that will not affect any other provision of this Contract or the status of Your Contract. If You don't reject this Arbitration Clause, it will be effective as of the date of this Contract.

A "Dispute" is any controversy or claim between You and Us arising out of or in any way related to this Contract, including, but not limited to, any default under this Contract, the collection of amounts due under this Contract, the purchase, sale, delivery, set-up, quality of the Vehicle, advertising for the Vehicle or its financing, or any product or service included in this Contract. "Dispute" shall have the broadest meaning possible, and includes contract claims, and claims based on tort, violations of laws, statutes, ordinances or regulations or any other legal or equitable theories. Notwithstanding the foregoing, "Dispute" does not include any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed or appealed to a different court. "Dispute" does not include any repossession of the Vehicle upon Your default and any exercise of the power of sale of the Vehicle under this Contract or any individual action by You to prevent Us from using any such remedy, so long as such individual action does not involve a request for monetary relief of any kind. In addition, "dispute" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Clause or any part thereof (including, without limitation, the Class Action Waiver described in the sixth paragraph of this Arbitration Clause, the last sentence of the seventh paragraph of this Arbitration Clause and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide.

If a Dispute arises, the complaining party shall give the other party a written Dispute Notice and a reasonable opportunity, not less than 30 days, to resolve the Dispute. Any Dispute Notice to You will be sent in writing to the address on this Contract (or any updated address You subsequently provide to Us). Any Dispute Notice to Us must be sent by mail to: Credit Acceptance, Attn: Corporate Legal, 28505 West Twelve Mile Road, Suite 3000, Southfield, Michigan 48034-8339 (or any updated address We subsequently provide to You). Any Dispute Notice You send must give Your Account Number, telephone number and address. Any Dispute Notice must explain the nature of the Dispute and the relief that is demanded. The complaining party must reasonably cooperate in providing any information about the Dispute that the other party reasonably requests.

Either You or We may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes or counterclaims brought later in the lawsuit. If You or We elect to arbitrate a Dispute, this Arbitration Clause applies. A Dispute shall be fully resolved by binding arbitration. Judgment on the arbitration award may be entered in any court with jurisdiction. All statutes of limitation that otherwise would apply to an action brought in court will apply in arbitration. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and attorneys' fees and costs.

If You or We elect to arbitrate a Dispute, neither You nor We will have the right to pursue that Dispute in court or have a jury resolve that dispute. In addition, if You or We elect to arbitrate a Dispute, (a) neither You nor We may participate in a class action in court or in a class-wide arbitration, either as a plaintiff, defendant or class member; (b) neither You nor We may act as a private attorney general in court or in arbitration; (c) Disputes brought by or against You may not be joined or consolidated with Disputes brought by or against any other person, and (d) the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration or joined or consolidated arbitration (this sentence including subjects a through d hereof is intended to be in the Arbitration Clause as the "Class Action Waiver"). In the event there is an agreement to arbitrate claims or disputes that conflicts with this Arbitration Clause, whether such agreement is executed before, at the same time, or after this Arbitration Clause, the terms of this Arbitration Clause shall control and all Disputes between You and Us.

Notwithstanding the foregoing, We retain the right to repossess the Vehicle upon Your default and to exercise any power of sale under this Contract. If any provision of this Arbitration Clause other than the Class Action Waiver is invalid or unenforceable under the Federal Arbitration Act or any other applicable law, the invalid or unenforceable provision shall be inapplicable and deemed omitted, but shall not invalidate the rest of this Arbitration Clause, and shall not diminish the parties' obligation to arbitrate Disputes subject to this Arbitration Clause. In the event that the Class Action Waiver is determined to be invalid or unenforceable, then, subject to the right to appeal such a ruling, this entire Arbitration Clause (except for this sentence) shall be null and void.

Whoever first effects arbitration may choose to arbitrate under the rules and procedures of either JAMS or the American Arbitration Association; however in the event of a conflict between these rules and procedures and the provisions of this Arbitration Clause, You and We agree that this Arbitration Clause governs for that specific conflict. You may obtain the rules and procedures, information on fees and costs (including waiver of the fees), and other materials and may file a claim by contacting the organization of Your choice. The addresses and websites of the organizations are: JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com; and American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605, www.adr.org. If neither JAMS nor the American Arbitration Association is able or willing to serve, and You and We can't otherwise agree on a substitute administrator or arbitrator, then a court with appropriate jurisdiction shall appoint an arbitrator. We will consider any good faith request You make to Us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees. If You cannot obtain a waiver of such fees from the administrator and We will not seek or accept reimbursement of any such fees. We will bear the expense of our attorneys, experts and witnesses except where applicable law and this Contract allow Us to recover attorneys' fees and/or court costs in a collection action We bring. You will bear the expense of Your attorneys, experts and witnesses if We prevail in an arbitration. However, in an arbitration You commence, We will pay Your fees if You prevail or if We must bear such fees in order for this Arbitration Clause to be enforced. Also, We will bear any fees if applicable law requires Us to. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve the Dispute based on the papers submitted by You or Us and/or through a telephonic hearing. However, any arbitration hearing that You attend will take place at a location that is reasonably convenient to You. Notice of the time, date and location shall be provided to You and Us under the rules and procedures of the arbitration organization selected.

The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. ("FAA"). However, if the amount of the Dispute exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Clause to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the section of this Arbitration Clause that describes who will bear the costs for the initial proceeding before a single arbitrator.

It is expressly agreed that this Contract evidences a transaction in interstate commerce. This Arbitration Clause is governed by the FAA and not by any state arbitration law.

COBB AUTO

448 Swanton Road, St. Albans, VT 05478
P: (802) 527-5067 • F: (802) 527-7725

Purchaser: Jose Dominguez Social Security: [REDACTED] Birth Date: [REDACTED]
Purchaser: [REDACTED] Social Security: [REDACTED]
Address: [REDACTED] Phone: [REDACTED]

Year: 2000 Make: Ford Model: Mustang Body: 2dr Prev. Use: None Mileage: 11000
Stk #: 21530130074H04098 Color: Red Top: None

WARRANTY:

This car is AS IS. There is no expressed or implied warranty, and there is NO IMPLIED WARRANTY OF MERCHANTABILITY given by the seller in connection with the sale. Understood and Agreed.

Purchaser: Jose Dominguez

Other:

Lienholder:

Price: (Base, cash, factory sticker) 14500

Optional Equipment: Engine:

Transmission:

TRADE

Yr: 2000 Make: Ford Model: Mustang
Stk #: 21530130074H04098 Mileage: 11000
Color: Red 1AMFM ☐ 4 ☐ 6 ☐ V8 ☐ AT ☐ 3 Spd. ☐
3 Spd. ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ AC ☐

Title Info: Called Town Clerk Lien: Yes ☐ No ☐

Age: 35 Held by:

Rec'd Date: Where:

TOTAL PRICE: \$ 14500

Trade Allowance: \$ 1450

Deposit of Cash Payt. \$

Unpaid Cash Balance Due on Delivery \$

Finance Charge: \$

Tax: \$ 429.70 Reg.: \$ 25 Title: \$ 110

Documentation Fee: \$ 75.00

TOTAL CASH DUE ON DELIVERY: \$ 8150.30

ALL DEALS MUST BE APPROVED AND ACCEPTED BY MANAGEMENT

I HAVE READ THE FACE OF THIS ORDER AND AGREE TO THIS PURCHASE CONTRACT. I HEREBY CERTIFY THAT I AM 18 YEARS OF AGE AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS FORM

APPROVAL: [Signature]

Purchaser: [Signature]

By:

120417 Dudley (TD 156409)

From: Michael Dudley
Sent: Friday, December 1, 2017 5:35 PM
To: Consumer
Subject: Cobb auto
Attachments: IMG_20171201_172524624.jpg

Categories: Pending Response

Hello my name is Michael Dudley I'm you nailing you because I purchased a vehicle from Cobb Autot when I bought the vehicle I was charged tax title and registration upfront it was also put into the loan, also the price of my warranty was misquoted by \$600 and my car was listed at 8900 and my documents list it at 8900 but he raised the price in the contract to \$12,500 I have not received my contract yet but once I do I will send you pictures of the breakdown

COBB AUTO

448 Swanton Road, St. Albans, VT 05478
P: (802) 527-5067 • F: (802) 527-7725

Purchaser: <u>[Signature]</u>		Social Security: <u>[Redacted]</u>		Birth Date: <u>[Redacted]</u>		Date: <u>[Redacted]</u>	
Purchaser: <u>[Redacted]</u>		Social Security: <u>[Redacted]</u>		Birth Date: <u>[Redacted]</u>		License #: <u>[Redacted]</u>	
Address: <u>[Redacted]</u>		Social Security: <u>[Redacted]</u>		Birth Date: <u>[Redacted]</u>		License #: <u>[Redacted]</u>	
Year: <u>83</u>	Make: <u>Chevrollet</u>	Model: <u>Malibu</u>	Body: <u>sedan</u>	Color: <u>Black</u>	Top: <u>Black</u>	Trim: <u>Black</u>	Mileage: <u>7500</u>
VIN: <u>1G1CE55H2D5327701</u>							
WARRANTY: <input checked="" type="checkbox"/> This car is AS IS, there is no expressed or implied warranty and there is NO IMPLIED WARRANTY OF MERCHANTABILITY given by the seller in connection with the sale.				Price: (Base, cash, factory sticker) <u>8800</u> Optional Equipment: _____ Engine: _____ Transmission: _____			
Purchaser: _____ Other: _____ Lienholder: _____							
<u>AS IS, AS SOLD</u> <u>X TRADE IN</u> <u>(539,000 + 700)</u> <u>A Chevrolet Malibu 4-cyl. 1.8L 4-cyl. engine</u> <u>on 9/6/01. OK BY NOV 2001</u> <u>100% T. T. 2001</u> <u>2001 2001</u>							
TRADE: Yr: _____ Make: _____ Model: _____ Ser. #: _____ Mileage: _____				TOTAL PRICE: \$ <u>8800</u> Trade Allowance: \$ _____ Deposit of Cash Paid: \$ _____ Unpaid Cash Balance Due on Delivery: \$ _____ Finance Charge: \$ _____ Tax: \$ <u>539</u> Reg.: \$ _____ Title: \$ <u>110</u> Documentation Fee: \$ _____ 75.00 TOTAL CASH DUE ON DELIVERY: \$ _____			
Title Info: Called Town Clerk: _____ Lien: Yes <input type="checkbox"/> No <input type="checkbox"/> Amt.: \$ _____ Held by: _____ Rec Date: _____ Where: _____							

ALL DEAL'S MUST BE APPROVED AND ACCEPTED BY MANAGEMENT

I HAVE READ THE FACE OF THIS ORDER AND AGREE TO THIS PURCHASE CONTRACT. I HEREBY CERTIFY THAT I AM 18 YEARS OF AGE AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS FORM.

Approved: [Signature]

Purchaser: [Signature]

By: _____

J. LaRock

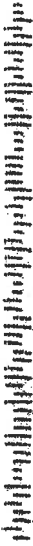
WHITE RIVER JUNCTION
VT USPO
28 NOV 2017



USA
11/22

*Office of the Attorney General
Consumer Assistance Program
109 State St.
Montpelier VT 05609-1001*

05609-1001



RECEIVED ON

NOV 30 '17

Attorney General's Office
Consumer Division

Nov 24 2017

I n Sept, Ford was
sued for transmission
problems + last for
re-embursment they'll give
you 2-3 thousand for a
new car.

I am 80 and legally
blind + my husband is 82 in
a nursing home for dementia

We owe 10,000 on the
car but can't drive and
let the run around from the
dealer who said Ford Co.

Says was for a
car who can't drive

I don't know if
the person has app lets
or not.

Thanks for any

help. the dealer said
it is now worth
\$9,000

James E. Haddock

Ford Motor Company
Ford Customer Service Division
P. O. Box 1904
Dearborn, Michigan 48121-1904



DOOR



49180/016394/0051



ELTON S HALLOCK

July 2017

***** IMPORTANT SAFETY RECALL *****
(PROGRAMA DE SEGURIDAD IMPORTANTE)

Safety Recall Notice 16S30 / NHTSA Recall 16V-643
Aviso de Revisión de Seguridad 16S30

2013 Focus

Your Vehicle Identification Number (VIN): 1FADP3F20DL304916

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

Ford Motor Company has decided that a defect which relates to motor vehicle safety exists in your vehicle, with the VIN shown above.

We apologize for this situation and want to assure you that, with your assistance, we will correct this condition. Our commitment, together with your dealer, is to provide you with the highest level of service and support.

What is the issue?

On your vehicle, it may be possible a side door latch may break, which may make the door difficult to latch. A door that opens while driving increases the risk of injury.

What will Ford and your dealer do?

Parts are now available to repair your vehicle. Ford Motor Company has authorized your dealer to replace the side door latches free of charge (parts and labor).

How long will it take?

The time needed for this repair is less than one day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time.

What should you do?

Please call your dealer without delay and request a service date for Recall 16S30. Provide the dealer with your VIN, which is printed near your name at the beginning of this letter.

If you do not already have a servicing dealer, you can access www.Fordowner.com for dealer addresses, maps, and driving instructions.

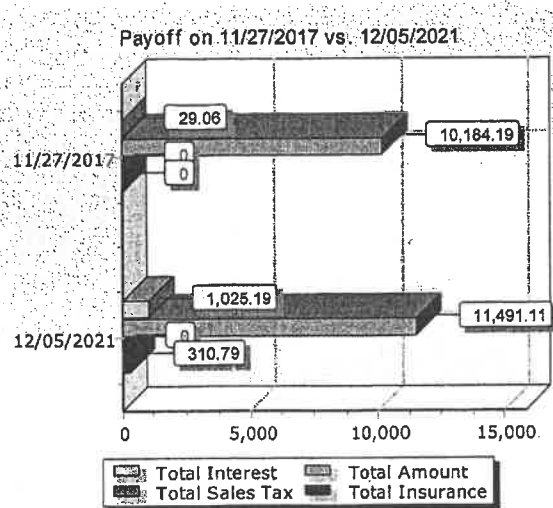
Ford Motor Company wants you to have this safety recall completed on your vehicle. The vehicle owner is responsible for making arrangements to have the work completed on a timely basis. Therefore, please have this recall performed as soon as possible.

Please note: Federal law requires that any vehicle lessor receiving this recall notice must forward a copy of this notice to the lessee within ten days.

HALLOCK, ELTON S Loan 04: 2013 FORD FOCUS Payoff**11/27/2017**

A payment of \$10,184.19 is required to pay off this loan on 11/27/17.

Principal Balance: 10,155.13
Interest Type: Daily
Interest Rate: 4.750
Interest Due: 29.06
One Day's Interest: 1.3216
Due Date: 12/05/2017
Amount Past Due by Payoff Date: 0.00
Past Due Payment Count: 0
Late Charge Due: 0.00

**HERITAGE FAMILY C.U.**

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



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

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

November 17, 2017

Janice and Elton Hallock

RE: Intake Number AG17-10980

Dear Janice and Elton,

Thank you for contacting us with your complaint. Enclosed is the complaint form which you requested. Please note, documents submitted to this office are considered public record. If you would like to file your complaint, please complete the form and return it to the following address:

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

If you have questions, please call (800) 649-2424 (from a VT phone) or (802) 656-3183 or email ago.cap@vermont.gov. Please note your complaint may be referred if another office is able to assist.

Sincerely,

A handwritten signature in black ink, appearing to read "Ava Ambrose".

Ava Ambrose
Consumer Advisor

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



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

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

Auto Complaint Form

COMPLAINTS ARE PUBLIC RECORD, AND ALL DOCUMENTS YOU SEND US WILL BE SAVED ELECTRONICALLY.
DO **NOT** SEND MATERIALS CONTAINING SOCIAL SECURITY NUMBERS, ACCOUNT NUMBERS OR OTHER SENSITIVE
INFORMATION WITH YOUR COMPLAINT!

* required

Information about you:

Your Full Name (First and Last):*

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?

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

Elton and Janice Hallock

[Redacted address information]

82 Elton 80 Janice
Yes ☐ No ☐

Veteran ☒ Service Member ☐

Information about the business you are filing your complaint against:

Business Name:*

Person You Dealt With:*

Business Street Address:

Business City:*

Business State:*

Business ZIP:

Business Phone:

Business E-mail:

Formula Ford
Tyler
4318 Middle Rd
Rutland VT
Vermont
05701
802-773-9668
www.formulafordrutland.com
all one word

Check the type of business that you are filing a complaint about:*(Sales/Service)

- ☒ Dealer
- ☐ Outside Sales Company
- ☒ Manufacturer
- ☐ Mechanic
- ☐ Inspection Station
- ☒ Warranty Company
- ☐ Service Station
- ☐ Repossession Company
- ☐ Towing/Storage Company
- ☐ Auto Parts Store
- ☐ Car Rental Agency
- ☐ Finance Company
- ☐ Insurance Company
- ☐ Other (clarify in written complaint)

Vehicle Information:

Year:*

Make:*

Model:*

Is the vehicle new or used?*

2013
Ford
Focus
New ☒ Used ☐

Complete Sections Relevant to Your Complaint:

Date Purchased (Sales):

Purchase Price (Sales)

Vehicle Mileage at Purchase (Sales):

Vehicle Mileage Currently (Sales):

5 of 2013
18,700

24,190

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

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

Explain terms of the warranty/service contract:

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

☒ Yes ☐ No
(Please include a copy)

Is the issue relative to warranty repairs? (*Service*)

☒ Yes ☐ No
(Please include repair orders and receipts)

Repair cost incurred? (*Service*)

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

☐ Yes ☒ No

If yes to above, please explain:

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

☐ **Vehicle Condition**

(Documentation of representation such as
advertisements, buyer's guide, sales agreement)

☐ **Inspection**

(Inspection paperwork and information from the
inspection sticker)



Repair

(Repair orders, dealer's "we owe" statement, warranty
paperwork)



Auto Parts

(Receipts, notices of recall)

☐ **Towing and Storage**

(Receipts, dates)

☐ **Advertising or Representations**

(Advertisements, written representations, sales
agreement, buyer's guide)

☐ **Purchase Price**

(Sales agreement, window sticker, retail installment
contract)

☐ **Financing**

(Retail installment contract/financing)

☐ **Repossession**

(Retail installment contract/financing, sales
agreement, documents from the repossession co.)

Explain the Complaint

Events as they happened:

(If service-related, list the services that pertain to this complaint.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Amount of loss: _____

Relief you desire:

To have Ford take the car back and pay off existing car loan. Paper enclosed.

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

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

Send copies of all pertinent documents immediately, including purchase/sales contract, buyer's guide, warranty documentation, repair orders, etc. You may send documentation via email, or mail. **FAILING TO SEND DOCUMENTATION WILL DELAY THE PROCESSING OF YOUR COMPLAINT!** Note that your complaint may be processed by the Consumer Assistance Program (CAP) 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.

**What should you do?
(continued)**

Your vehicle may be equipped with a diagnostic feature called the Vehicle Health Report which can inform you about all available recalls, as well as other key vehicle health information. Please see <https://owner.ford.com/vehicle-health> for more information.

Do you need a rental vehicle?

Your dealer is authorized to provide a rental vehicle for your personal transportation at no charge (except for fuel and insurance) while your vehicle is at the dealership for repairs. Please see your dealer for guidelines and limitations.

Have you previously paid for this repair?

If you have previously paid for a repair that addresses the issue described in this letter, you still need to have this recall performed to ensure the correct parts were used.

You may be eligible for a refund of previously paid repairs. Refunds will only be provided for service related to side door latch replacement. To verify eligibility and expedite reimbursement, give your paid original receipt to your dealer.

Refund requests may also be sent directly to Ford Motor Company. To request your refund from Ford, send the refund request with all required documentation, including your original repair receipt (no photocopies), to Ford Motor Company at P.O. Box 6251, Dearborn, Michigan 48121-6251. Refund requests mailed to this address may take up to 60 days to process. Your original receipt will be returned to you.

Detailed information regarding eligibility for Ford's reimbursement program and documentation requirements may be obtained by contacting the Ford Customer Relationship Center at 1-866-436-7332.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.

You received this notice because government regulations require that notification be sent to the last known owner of record. Our records are based primarily on state registration and title data, which indicate that you are the current owner.

Can we assist you further?

If you have difficulties getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager for assistance.

RETAIL OWNERS: If you have questions or concerns, please contact our **Ford Customer Relationship Center at 1-866-436-7332** and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.Fordowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

FLEET OWNERS: If you have questions or concerns, please contact our **Fleet Customer Information Center at 1-800-34-FLEET**, choose Option #3, and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.fleet.ford.com.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

If you are still having difficulty getting your vehicle repaired in a reasonable time or without charge, you may write the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Ave. S.E., Washington, D.C. 20590 or call the toll free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153) or go to www.safercar.gov. Reference NHTSA Safety Recall 16V-643.

AUTOCAP

AUTOMOTIVE CONSUMER ACTION PROGRAM

December 22, 2017

AUTOCAP Case # 2017-08846

Janice and Elton Hallock

Dear Mr. & Mrs. Hallock,

AUTOCAP is in receipt of your complaint against Formula Ford of Rutland and we have also received the attached letter and supporting documentation from Michael Lewis, General Manager with Formula Ford of Rutland. Due to the pending law suit against Ford Motor Company, AUTOCAP and Formula Ford of Rutland are unable to assist with your complaint.

We will be sending your complaint back to the Consumer Assistance Program office where you originally filed your complaint. They may be able to assist you in pursuing your complaint against Ford Motor Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Gauthier", with a long horizontal flourish extending to the right.

Kim Gauthier
AUTOCAP Coordinator

FormulaFord



LINCOLN

RUTLAND • VERMONT

Wednesday, December 20, 2017

To: Vermont Auto Cap
Attn: Kim Gauthier

Re: Elton Hallock

To Whom It May Concern,

This letter is in response to an inquiry Formula Ford Lincoln received from The Attorney General Vermont Auto Cap regarding Mr. Elton Hallock. From the correspondence we received it appears that Mr. Hallock is requesting that Formula Ford Lincoln buy back his 2014 Ford Focus, VIN 1FADP3F20DL304916, due to Ford Motor Company's settlement over clutch concerns.

After investigating this matter, we at Formula Ford Lincoln found that Mr. Hallock is one of the customers that has a vehicle effected by and involved in the settlement with Ford Motor Company. Since the vehicle was purchased in April of 2014 Formula Ford Lincoln has replaced the clutch and seal assembly under the manufacturer warranty at no cost to the customer twice. First on August 5, 2014 and then again on January 12, 2016. Additionally, Formula Ford Lincoln has done a PCM/TCM reprogram under FSA Safety Recall number 15B22 also at no charge to the customer. This reprogram was performed on September 17, 2014. All three repairs were completed at the recommendation of Ford Motor Company. Attached are copies of all repair orders referencing each repair.

Because of these concerns with many Ford Focus, Ford Motor Company was sued and chose to settle with their customers. At this time any settlements or buy back programs are being determined by the court system and Ford Motor Company. Any Ford dealerships are permitted from interfering in this process. Mr. Hallock would need to reach out to Ford Motor Company directly using the contact information they provided to him from the settlement to discuss his options.

We at Formula Ford Lincoln would like to apologize for any inconvenience this has caused. If there is any other way that Formula Ford Lincoln can assist in this matter please contact us, we are here to assist in any way we can.

Sincerely,



Michael J. Lewis; General Manager

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

WWW.FORMULAFORDRUTLAND.COM

CUSTOMER #: H6721

247459

FormulaFord423 S. MAIN STREET
RUTLAND, VT 05701

(802) 773-9188 • Fax: (802) 773-8787

ELTON S HALLOCK

INVOICE

PAGE 1

BUS:

CELL:

SERVICE ADVISOR: 214 SARAH ROGERS

COLOR		YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN/OUT		TAG
BLACK		13	FORD FOCUS		1FADP3F20DL304916		11101/11101		T1922
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	
10APR13 DD				WAIT 06AUG14			CASH	17SEP14	
R.O. OPENED		READY		OPTIONS: STK:6721X03 DLR:09902 ENG:2.0					
06AUG14		17SEP14							

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

A C/S HAS A SPARK KNOCK

CAUSE: SHUTTER

140131C REPROGRAMM AND REPLACE SEALS AND CLUTCH

116 MOORE, MATTHEW L LIC#: 8322

W94

1 BV6Z*7B546*F CLUTCH ASY

1 EV6Z*7052*A SEAL ASY - OIL

FC: L66 14

PART#: BV6Z*7B546*F

COUNT:

CLAIM TYPE:

AUTH CODE:

008322

(N/C)

(N/C)

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

11101 ROAD TEST VEHICLE HAS TRANSMISSION SHUDDER AND RATCHETING TYPE NOISE WHILE DRIVING. PERFORMED TSB 14-0131 AND PINPOINT TEST. A REPROGRAMMED PCM AND TCM. NO LEAKS FOUND. MONITORED DPSS TRANS PIDS WHILE CONCERN WAS PRESENT. FOUND EXCESSIVE LESS RAW PID READINGS. PBT STATES TO REPLACE CLUTCH. REMOVED TRANS AND CLUTCH. INSTALLED NEW SEALS AND CLUTCH. REINSTALLED TRANS AND PERFORMED TRANS RE LEARN. ROAD TESTED. OK

"Thank You For Your Patronage"FormulaFord Lincoln Mercury Inc.
RUTLAND VERMONT

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item.

DISPOSAL OF HAZARDOUS WASTE
The State of Vermont requires that all hazardous waste (Oil, Solvents, Anti-Freeze, etc.) must be disposed of by licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects our conformity to state law in addition to our concern for the preservation of the environment.

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: H6721

254963

ELTON S HALLOCK

INVOICE

FormulaFord423 S. MAIN STREET
RUTLAND, VT 05701
(802) 773-9168 · Fax: (802) 773-6767

PAGE 1

BUS:		CELL:		SERVICE ADVISOR: 213 ROSEANNE MERRILL			
COLOR	YEAR	MAKE/MODEL	VIN		LICENSE	MILEAGE IN/OUT	TAG
BLACK	13	FORD FOCUS	1FADP3F20DL304916			16190/16190	T4002
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PONO.	RALE	PAYMENT	INV. DATE
10APR13 DL			WAIT 05AUG15			CASH	05AUG15
R.O. OPENED		READY		OPTIONS: STK:6721X03 DLR:09902 ENG:2.0			
05AUG15		05AUG15					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A			THE WORKS- OIL CHANGE, TIRE ROTATION, AND MULTIPOINT INSPECTION				
			WRKS THE WORKS- OIL CHANGE, TIRE ROTATION, AND MULTIPOINT INSPECTION				
			102 JEPSON,ANDY LIC#: 7541				
			CPF				
			1 BE8Z*6731*AB FILTER ASY - OIL				
			5 XO*5W20*BSP OIL - ENGINE				
			99P MULTI POINT INSPECTION				
			102 JEPSON,ANDY LIC#: 7541				
			CPF				
			GBATT MPI INDICATES BATTERY HAS PASSED ALL TESTING AT THIS TIME				
			102 JEPSON,ANDY LIC#: 7541				
			CPF				
			GTIRE OUR MULTI POINT INSPECTION INDICATES TIRE TREAD OVER 7/32" AND ARE OK AT THIS TIME				
			102 JEPSON,ANDY LIC#: 7541				
			CPF				
			P				
PARTS:	19.68	LABOR:	20.27	OTHER:	0.00	TOTAL LINE A:	39.95

16190 wrks lof rotated tires completed mpi all ok

B RECALL 15B22 TRANSMISSION CONTROL MODULE REPROGRAMMING FOR OVERT TCM
FAILURE WARNING
CAUSE: 15B22

15B22B Reprogram PCM/TCM and perform Clutch
Adaptive Learn

102 JEPSON,ANDY LIC#: 7541
W94

(N/C)

FC: PART#: COUNT:
CLAIM TYPE: 15B22
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
16190 16190 updated pcm per fsa 15b22

"Thank You For Your Patronage"

FormulaFord Lincoln Mercury Inc.
RUTLAND VERMONT

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DESCRIPTION	TOTALS
LABOR AMOUNT	20.27
PARTS AMOUNT	19.68
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.03
TOTAL CHARGES	41.98
LESS INSURANCE	0.00
SALES TAX	1.38
PLEASE PAY THIS AMOUNT	43.36

CUSTOMER COPY

CUSTOMER #: H6721

257098

FormulaFord423 S. MAIN STREET
RUTLAND, VT 05701
(802) 773-9188 • Fax: (802) 773-6767

ELTON S HALLOCK

INVOICE

PAGE 1

BUS:		CELL:		SERVICE ADVISOR: 213 ROSEANNE MERRILL			
COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	13	FORD FOCUS	1FADP3F20DL304916		17288/17288	T4568	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
10APR13 DL			WAIT 08JAN16			CASH	12JAN16
R.O. OPENED		READY	OPTIONS: STK:6721X03 DLR:09902 ENG:2.0				
10NOV15		12JAN16					

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

A WHEEL WEIGHT CAME OFF? FEELS LIKE YOUR GOING OVER SMALL BUMPS WHEN
GOING SLOWER, WHEN TAKING OFF THERE IS A SHUTTER LIKE
CAUSE: SHUTTER

150120L Reprogram The PCM/TCM
117 ANDREWS, ZACHERY LIC#: 3742
W94

1 BV6Z*7B546*F CLUTCH ASY (N/C)

1 EV6Z*7052*A SEAL ASY - OIL (N/C)

150120M Replace Clutch, Includes Post Road Test.
APPLIES TO FOCUS

117 ANDREWS, ZACHERY LIC#: 3742
W94

(N/C)

FC: P66 42

PART#: BV6Z*7B546*F

COUNT:

CLAIM TYPE:

AUTH CODE:

003742

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
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17288 verified, found tsb 15-0120. reprogrammed pcm and tcm.
retrained clutch. test drove and monitored pids. found clutch to fail.
ordered clutch. replaced clutch. retrained tcm. test drove to verify
repair.

"Thank You For Your Patronage" FormulaFord Lincoln Mercury Inc.
RUTLAND VERMONT

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

Fwd{3} Hallock, Janice and Elton (Formula Ford) CAP 2017-08846 (ID 157094)
From: Kim Gauthier <vtautocap@aol.com>
Sent: Friday, December 22, 2017 9:56 AM
To: AGO - CAP
Subject: Fwd: Hallock, Janice and Elton (Formula Ford) CAP 2017-08846
Attachments: 113017 Hallock.pdf; E Hallock Closed Case.pdf

Good Morning and Happy Holidays,

I am referring this case back to you because the complaint is with Ford Motor Company which you may be able to assist with. There is a pending law suit against Ford Motor Company in regards to the issues in Mr. Hallock's complaint. I have attached a copy of the dealers response and their supporting documentation.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

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

From: AGO - CAP <AGO.CAP@vermont.gov>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Mon, Dec 18, 2017 1:05 pm
Subject: Hallock, Janice and Elton (Formula Ford) CAP 2017-08846
Please see the attached referral.

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

