

From: [Baldwin, Crystal](#)
To: [Goldstein, Sasha](#)
Subject: Public Records Act Request 2021-05192
Date: Friday, June 25, 2021 5:45:40 PM
Attachments: [2021-06-03 Goldstein PRA request.pdf](#)
[2021 06 25 CAP Response ltr to Goldstein w docs bates stamped.pdf](#)

Sasha Goldstein:

Please see the attached regarding Public Records Act Request 2021-05192.

Thank you,

Crystal Baldwin
Consumer Assistance Program
Vermont Attorney General's Office

THOMAS J. DONOVAN
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH E.B. LONDON
CHIEF ASST. ATTORNEY GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
CONSUMER ASSISTANCE PROGRAM
HOTLINE: (800) 649-2424
FAX: (802) 304-1014

ADDRESS REPLY TO :
Office of the Attorney General
ATTN: Consumer Assistance Program
109 State Street
Montpelier, VT 05609

Website: ago.vermont.gov
Email: AGO.CAP@vermont.gov

Sasha Goldstein
Deputy News Editor
Seven Days
PO Box 1164
Burlington, VT 05402-1164
sevendaysvt.com

June 25, 2021

Dear Sasha Goldstein,

I write in response to your Public Records Act request dated June 3, 2021, a copy of which is attached for your convenience.

The documents pertaining to your request are attached dated 6/25/2021 and Bates stamped CAP-1001 through CAP-1115 for identification and reference.

The Consumer Assistance Program (CAP) identified 5 complaints concerning "complaints filed with your office about Handy Chevy" in the last "10 years" to "present."

To fulfill your request, CAP staff searched our database for 1) formal complaints including mediation between the consumer and the business ("matters"). Five matters were identified. Personal information has been redacted pursuant to 1 V.S.A. § 317(c)(7).

To the extent you feel information has been withheld in error, you may appeal to the Deputy Attorney General, Joshua Diamond. Such appeal should be in writing:

Joshua Diamond
Deputy Attorney General
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001

Thank you for contacting the Vermont Attorney General's Office.

Sincerely,

Crystal Baldwin

Autocap Case Record

Case #
083-19

Date Received
08/16/2019

Closed Date
9 /13/2019

Consumer-FIRSTN
JP

Consumer-LASTNAM
Routhier

Date Acknowledged
8 /19/2019

Consumer Respons
9 /3 /2019

Complaint Type
Service

Purchase Date

Year/Make Model

Mileage

Price Sold

As Is

Member Name
Handy Chevrolet, Inc.

Member Contact
Dan Handy

Member Response Du
9 /3 /2019

Resolution Process
Staff

Panel

Referred to

Resolution
Dealer

Case Note

8/19 - Rec'd dealer response with offer & forwarded to consumer
8/19 - Rec'd consumer response with counter offer
8/20 - Forwarded to dealer - declined counter offer
8/20 - Fowarded to consumer and asked for copies of Shearer RO
8/20 - Rec'd email from consumer and copies of RO's - forwarded to dealer
8/20 - Sent email to consumer asking for proof and complete copy of RO
9/3 - Forwarded to dealer stating still waiting for complete RO
9/4 - Rec'd couple of emails from consumer along with full copy of RO - forwarded to dealer - rec'd dealer response
9/5 - Forwarded to consumer & rec'd consumers response
9/5 - Called 3rd party (Shearer) to get clarification on diagnosis charge
9/13 - Called 3rd party (Shearer) to get clarification on diagnosis charge
9/13 - Spoke with SM at Shearer and he confirmed there was no diagnosis charge for repair because it was covered under warranty.

Notes (Summary)

Consumer states that he brought vehicle in b/c of an On Dash Code indicating service trailer brake message. Charged \$786.74 for total repair job. Code came back on less than 30 days later and was told to bring it back. Took it to competing dealer, had work done, and is looking for Handy dealer to reimburse for cost. Dealer refused and then found out consumer lied.

Please Scan
no Return Address

Thanks

Cleared By
BGS

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

BURLINGTON VT 054
06 FEB 2020 PM 1 L



05609+1001



AK105581

Rudolph Richards



THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



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

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

RECEIVED ON
MAR 12 '18
Attorney General's Office
Consumer Division

Auto Complaint Form AG-18-00418

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):*

Rudolph Richards

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

Your Address:*

[REDACTED]

Your City:*

St. Albans

Your State:*

VT

Your ZIP:*

05478

Your Daytime Phone:*

Your E-mail Address:

Your Age:

[REDACTED]

Are you a senior citizen?

Yes No

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

Veteran Service Member

Information about the business you are filing your complaint against:

Business Name:*

Chevrolette/Hardys

Person You Dealt With:*

Young guy

Business Street Address:

Highgate Rd

Business City:*

St. Albans

Business State:*

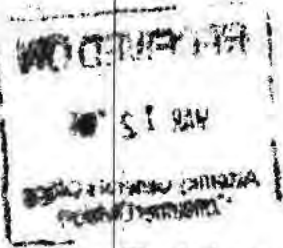
VT

Business ZIP:

05478

Business Phone:

Business E-mail:



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

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

Vehicle Information:

Year:*

2014

Make:*

Chevy

Model:*

Spark

Is the vehicle new or used?*

New Used

Complete Sections Relevant to Your Complaint:

Date Purchased (Sales):

Purchase Price (Sales)

\$16,750.40

Vehicle Mileage at Purchase (Sales):

28 miles

Vehicle Mileage Currently (Sales):

81192 miles

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.)

There has been a recall on the transmission 2x
and my car is still not working right. When I
stop at a light or a stop sign my car revs up.

Amount of loss: _____

Relief you desire:

+ New car Trade. Just Don't want
this car. It's been in 5x for the transmission.

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.

This Guaranteed Asset Protection (GAP) Addendum (Addendum) dated 09/28/2013 amends Your Financing Contract. This Addendum is between the Customer/Borrower (I, You, Your) and the Dealer/Creditor (We, Us, Our) or if assigned, with the assignee.

Customer/Borrower <u>RUDOLPH B RICHARDS</u>	Dealer/Creditor <u>HANDY CHEVROLET INC</u>
Address <u>[REDACTED]</u>	Address <u>699 HIGHGATE RD</u>
City, State, Zip <u>ST ALBANS VT 05478</u>	City, State, Zip <u>SAINT ALBANS VT 05478</u>
Vehicle Make/Model/Year <u>CHEVROLET SPARK 1LT 2014</u>	VIN <u>[REDACTED]</u>
Date of Financing Contract <u>09/28/2013</u>	Term of GAP <u>[REDACTED]</u> Monthly Pymt. <u>[REDACTED]</u>
Email Address <u>[REDACTED]</u>	Term of Financing Contract <u>[REDACTED]</u> Maximum Term of GAP: <u>84 Mos</u>
Lender/Financial Institution <u>[REDACTED]</u>	MSRP/NADA <u>[REDACTED]</u> Finance Benefit Limit <u>[REDACTED]</u>
Address <u>[REDACTED]</u>	Amount Financed <u>[REDACTED]</u> Interest Rate <u>[REDACTED]</u>
City <u>[REDACTED]</u>	State <u>VT</u> Zip <u>[REDACTED]</u>
<input type="checkbox"/> Balloon <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Installment Sales Contract	<input type="checkbox"/> New <input type="checkbox"/> Used Mileage <u>5</u>
	For Administrative Purposes CLASS: <u>[REDACTED]</u>

You have voluntarily elected to purchase this Addendum which amends Your Financing Contract. This Addendum is not considered insurance and does not take the place of insurance on the Covered Vehicle. You are responsible for insurance required by the Financing Contract or applicable state law. You are responsible for handling all notifications or insurance claims that are required to be filed with Your Primary Carrier.

The charge to You for this GAP Addendum is \$ 745.00

In the event of a Constructive Total Loss to the Covered Vehicle, the GAP Amount will be Waived pursuant to all of the terms and conditions of this Addendum. You will remain responsible for payment of any items not included in the GAP Amount.

ASSIGNMENT: This Addendum will remain a part of the Financing Contract if the Financing Contract or lease is assigned, sold or transferred by the Dealer/Creditor.

REPORT YOUR CONSTRUCTIVE TOTAL LOSS TO THE GAP ADMINISTRATOR:
 E.F.J. Insurance Group, Inc. d/b/a American Heritage Insurance Services (AHIS)
 PO BOX 260098, MIAMI, FL 33126-0098 • Phone (305) 267-4344 • Toll Free (800) 741-4216 • Fax 866-378-6409
 WEBSITE: <http://www.allstatecarcare.com>

All Benefit requests must be submitted and required documentation provided to the GAP Administrator within ninety (90) days of settlement from an insurance carrier; or if no insurance coverage is in effect on the Date of Loss within ninety (90) days of the accident, theft or discovery of loss. No GAP Amount will be Waived if the Benefit request is not submitted and required documentation provided within these stated time periods. **BENEFIT REQUEST PROCEDURES:** In the event of a Constructive Total Loss, You must provide a copy of all the following, if applicable, to the GAP Administrator shown above. 1. Vehicle valuation statement; 2. Estimate of damage; 3. Insurance settlement check; 4. Automobile insurance policy declaration page; 5. Original Financing Contract including this Addendum; 6. Payoff from the Lender as of the Date of Loss; 7. Loan history; 8. Accident/police report; 9. Fire report (if applicable); and/or 10. Any additional reasonable documentation requested by the Dealer/Creditor or the GAP Administrator to include, but not limited to, a sworn proof of loss, and/or examination under oath.

YOU MAY PURCHASE THIS ADDENDUM ONLY AT THE TIME THE FINANCING CONTRACT IS ORIGINALLY EXECUTED. BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCEPTANCE OF THIS GAP ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT YOUR ABILITY TO OBTAIN ANY PARTICULAR OR MORE FAVORABLE CREDIT TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THIS COVERED VEHICLE. The GAP Amount may decrease over the term of Your Financing Contract and may not extend for the full term of Your Financing Contract. You may wish to consult an alternative source to determine whether similar Benefits may be obtained and at what cost. You acknowledge that this Addendum supersedes any other representations made. If You purchase this Addendum from this Dealer/Creditor, You understand that the Dealer/Creditor may retain all or a portion of the charge paid by You. This Addendum includes a binding arbitration clause. You acknowledge that you have read and understand the entire Addendum and its terms and conditions which may reduce or prevent you from receiving all or part of the Benefits due under this Addendum.

TERMINATION OF ADDENDUM This Addendum will terminate on the date Your Financing Contract is scheduled to terminate and no refund will be due. A refund may be due if the Addendum terminates for reasons including but not limited to: 1. Payment in full of the Financing Contract; 2. Expiration of any redemption period following the repossession or surrender of the Covered Vehicle; 3. In the event of a Constructive Total Loss or theft of the Covered Vehicle; or 4. The date the Financing Contract is refinanced. You must request a refund in writing, except where prohibited by law, from the Dealer/Creditor for any terminating event.

Customer/Borrower [REDACTED] Dealer/Creditor [REDACTED]
RUDOLPH B RICHARDS 09/28/2013 HANDY CHEVROLET INC 09/28/2013
 PRINT NAME DATE BY DATE

TERMS AND CONDITIONS

YOUR RIGHT TO CANCEL You have the unconditional right to cancel this optional Addendum for a refund/credit of the unearned portion of the charge for this Addendum at any time. If any cancellation occurs within thirty (30) days of the Addendum purchase You will receive a full refund/credit of the Addendum cost. After thirty (30) days, a refund/credit of the Addendum cost will be calculated by the pro rata method, or by the refund method as may be required by state or federal law, less a \$50.00 cancellation fee. All refund amounts will be returned to the Lender, unless proof of total payoff of the Financing Contract is provided by You. If You choose to cancel this Addendum, You must request a refund/credit, from the Dealer/Creditor, in writing, at the address shown above. If You do not receive the refund/credit within sixty (60) days of notice of cancellation/termination, contact the GAP Administrator shown above to assist You in obtaining any refund due.

DEFINITIONS

- Actual Cash Value (ACV): The retail value of the Covered Vehicle, on the Date of Loss, as listed in a national or regional guide, such as National Automobile Dealers Association (NADA) or, at the GAP Administrator's discretion, the GAP Administrator may use an equivalent national or regional guide for the Territory in which the Covered Vehicle is principally garaged. For a Covered Vehicle which has no retail value available, or is located in territories where NADA or an equivalent national or regional guide is not customarily used, ACV will be determined using the best information available to the GAP Administrator, which accurately reflects the retail value of the Covered Vehicle and is customarily used as the basis for establishing ACV for Covered Vehicle in the territory of the Covered Vehicle location.
- Benefit: The amount which the Dealer/Creditor is obligated to Waive under the definition of GAP Amount and pursuant to all of the terms and conditions of this Addendum.
- Constructive Total Loss: A direct and accidental loss of or damage to Covered Vehicle, which meets one of these criteria: 1. the total cost to repair the Covered Vehicle is greater than or equal to the ACV of the Covered Vehicle immediately prior to the Date of Loss; or 2. the Covered Vehicle is stolen and is not recovered within thirty (30) days from the date a police report was filed, and an insurance carrier declares the Covered Vehicle a Constructive Total Loss. In the case there is no primary insurance coverage, the Covered Vehicle must be available for the GAP Administrator's inspection or appraisal to determine if the Covered Vehicle is a Constructive Total Loss. You will not be held responsible for

1. The cost of the arbitration proceeding, including the filing fee, shall be borne by Us. Each party must bear the cost of its own attorneys, experts, witness fees, and other arbitration-related expenses.
2. It is understood and agreed that the arbitration shall be binding upon the parties. The parties acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. **YOU UNDERSTAND THAT YOU ARE AGREEING THAT IF A DISPUTE ARISES BETWEEN YOU AND US, YOU WILL NOT SUB US IN COURT, YOU ARE NOT ENTITLED TO A JURY TRIAL ON ANY CLAIMS ARISING IN RELATION TO THIS ADDENDUM, AND THAT AN ARBITRATOR WILL RESOLVE ANY DIFFERENCES THAT MAY ARISE BETWEEN YOU AND US.** The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages. The arbitrator may award a party only its actual damages and the arbitrator may award equitable relief including injunctive relief. You agree not to participate as a representative or member of any class of claimants proceeding against Us in a judicial forum or in an arbitral forum. An arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act, 9 U.S.C. §1 et. Seq. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.
3. All limitations periods that would otherwise be applicable shall apply to any arbitration proceedings.

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. If there is a conflict or inconsistency between this arbitration provision and the other provisions of this Addendum or any prior Addendum, this arbitration provision shall govern. This provision shall be governed by the Federal Arbitration Act.

FRAUD AND MISREPRESENTATION This Addendum is issued in reliance upon the truth of all representations made by You. A GAP Amount will not be Waived as to any Financing Contract where You: 1. Intentionally concealed or misrepresented any material fact; 2. Engaged in fraudulent conduct; or 3. Made a false statement relating to submitting a Benefit request. If You have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after the Benefit request, this Addendum may be voided and all charges will be returned. All refunds are the responsibility of the Dealer/Creditor.

STATE PROVISIONS

- Illinois: Exclusion A9 is amended as follows: "DUI/DWI, or" is deleted.
- Kansas, Indiana, Louisiana, Missouri, New Mexico, Vermont and Wisconsin: The cancellation fee is not applicable.
- Kansas: The EXCLUSIONS SECTION is amended by deleting exclusion A8. Exclusion A9 is amended as follows: "while committing a felony, including but not limited to DUI/DWI, or" is deleted. The ASSIGNMENT section is deleted and replaced with the following: ASSIGNMENT: This addendum will remain a part of the Financing Contract with no subrogation rights against the Customer/Borrower, if the Financing Contract or lease is assigned, sold or transferred by the Dealer/Creditor.
- Louisiana: Exclusion A2 is amended as follows: "wear and tear" is deleted.
- Nebraska: This Addendum is not regulated by the Department of Insurance.
- Tennessee: The cost of this Addendum is not regulated and You have the responsibility to determine whether the cost of this Addendum is reasonable in relation to the protection afforded by this Addendum.
- Utah: This Addendum is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this Addendum may be submitted to the Commissioner at the Utah Department of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114.
- Vermont: We must assign, sell or transfer, within fifteen (15) business days, the Financing Contract to a Financial Institution/Lender as defined in subdivision 11101(32) of Title 8 or a credit union or entity licensed under subdivision 2201(a)(1) or (3) of Title 8 or this Addendum is void and You will receive a full refund of the charges of this Addendum.
- Washington: 1. Any refund of the purchase price for an Addendum that was included in the financing of the Covered Vehicle or vessel may be applied by the Lender/Financial Institution as a reduction of the overall amount owed under the Financing Contract, rather than applying the refund strictly to the GAP charge for this Addendum. 2. The Guaranteed Asset Protection Addendum is not credit insurance, nor does it eliminate the Customer/Borrower's obligation to insure the Covered Vehicle as provided by laws of this state. Purchasing a GAP Addendum does not eliminate the Customer/Borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. 3. The sentence "All preliminary issues of arbitrability of any dispute will be decided by the arbitrator." is deleted from the Arbitration Provision.
- Wisconsin: 1. The Arbitration provision is amended as follows: the following four sentences are deleted: a) "In the first instance, the parties agree to attempt to resolve any dispute through informal negotiation." b) "The parties agree to contact each other about a dispute before initiating any legal action." c) "All preliminary issues of arbitration will be decided by the arbitrator." and d) "The arbitrator shall be prohibited from awarding punitive, consequential, special, incidental, and exemplary damages." 2. Class Action or any other collective or representative claims are not prohibited under this provision. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid to the extent not prohibited by the Wisconsin Consumer Act. 3. A cancellation refund within the first thirty (30) days will also include the amount of the applicable finance charge. 4. TERMINATION OF ADDENDUM SECTION is amended as follows. The last sentence, "You must request a refund, in writing, except where prohibited by law, from the Dealer/Creditor for any terminating event." is deleted. 5. The following sentence is deleted "You acknowledge that this Addendum supersedes any other representations made" and is replaced with "This Addendum is intended to be the complete and final statement of the terms and conditions governing the relationship between You and the Dealer/Creditor."

GAP CANCELLATION REQUEST FORM: Return document to: American Heritage Insurance Services, 1776 American Heritage Life Dr., Jacksonville, FL 32224, Attn: Cancellation Dept. Phone: 800.621.4871 Fax: 866.398.9021 email: cancellations@allstatedealerservices.com. Please complete ALL sections of this form and submit along with a copy of the Guaranteed Asset Protection (GAP) Addendum.

SECTION A - DEALER INFORMATION (Please PRINT)

Account Name _____ Today's Date (mm/dd/yyyy) _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

SECTION B - CUSTOMER INFORMATION (Please PRINT)

Last Name _____ First Name _____

Customer Contact Number _____ GAP Addendum Number _____ VIN Number (Last 6 Digits) _____

SECTION C - REASON FOR CANCELLATION (Please check one)

To process this cancellation request, the following supporting documentation is required:

Customer Request - Attach correspondence or customer signature below

Repossession - Attach proof of repossession from lienholder

Other, please explain _____

Date Received by Dealer _____

Repossession Date _____

Other Date _____

(Please include any supporting documentation)

SECTION D - SIGNATURES

Dealership Personnel Signature _____ Print Name _____

Customer Signature (if required, see Section C above) _____ Date _____



CAP-1010

06/25/2021



CAP-1011

06/25/2021



CAP-1012

06/25/2021

From: AGO CAP
To: AGO - CAP
Subject: CAP Complaint
Date: Sunday, August 11, 2019 12:49:33 PM

The following CAP complaint was submitted:

Your First Name	Joseph
Your Last Name	Routhier
Confirmation Number	WB19-00746
Your E-Mail Address	[REDACTED]
Your Daytime Phone	[REDACTED]
Daytime Phone Type	Mobile
Your Mailing Address	[REDACTED]
Your City	Saint Albans Bay
Your State	VT
Your Zip Code	05481
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Handys Cheverolet
Person's Last Name	Jason Mills
Business Phone (1)	802-723-1914
Business Address	699 Highgate Road
Business City	Saint Albans

Business State	VT
Business Zip Code	05478
Business Website/URL	https://www.handychevy.com/
Is your complaint about a vehicle you purchased?	No
Description	<p>My name is JP Routhier. I would appreciate your help in resolving this matter below with Handy Cheverolet in St Albans, VT 699 Highgate Road. Service Dept: 1-(800)723-1914</p> <p>On May 6th 2019 I brought my truck in b/c of an On Dash Code indicating service trailer brake (message). I had this previously repaired with the Handy Cheverolet team about 1.5 years ago for the same issue.</p> <p>During this recent visit I was charged \$786.74 for the total job and left my truck for several days (invoice 25343). The same code came back less than 30 days following. I called and the service team (Chris Crapo) told me to bring the truck back and they would take a look at the work (which they initially told me they warranty their work and parts for 12mths/12K miles). I dropped the truck off on 6/28/19 (invoice 26744) for them to review the work. I was given a bill for them to look at the same work I just paid for and failed in less than 30 days. I asked what the issue was and Chris told me his service tech had told him it had nothing to do with their recent installation/work and was an issue further up on the wire harness. They then tried to issue an invoice, which we talked about and decided I really shouldn't be charged for looking at work which I just paid \$786.00 for that failed and was not working (still not working). There was agreement, but Chris said if they take it in to work on it again I would be charged for diagnosis and repair.</p> <p>I was frustrated that after paying this amount of money I was left with a trailer brake system that was inoperable. I decided to get a second opinion and brought my truck to Shearer Chevrolet in Burlington, VT as a last resort on 7/12/19. Shearer technicians diagnosed the issue as poor wiring that had been recently done at Handy's, which resulted in heating up and cracking the brake module that was installed. They took pictures and wrote up their assessment. They also clarified that there were no issues further up on the wire harness, that was not an honest or accurate account of the problem maintaining the service code. The issue was that the brake module cracked and they needed to fix the wiring issue that was recently done b/c this was a new module that should not of cracked.</p> <p>I called Chris Crapo on 7/25/19 and explained the issue that Shearer Chevrolet communicated to me. He now told me he wasn't sure of what was actually done, he was just communicating what a service technician told</p>

him. I asked for a refund of half the bill (\$400) and he explained that I needed to talk with Jason Mills (Service Manager) and he transferred me to his voicemail on this day.

I spoke with Jason Mills on 7/31/19 after emailing Dan Handy (owner) on 7/29/19 and getting no response. Jason said they fixed the original issue and that it didn't matter if they fixed it for 5 days or 5 years. However, he then agreed it shouldn't have failed in 30 days. He said they were not given a chance to repair their work, but when I said I brought back for you guys to look and repair and I was told it was a secondary issue and they would need to charge me to fix anything further. He said he was sorry that was communicated to me. He then said I should of stopped the repair work that was getting done at Shearer Chevrolet and brought the truck back to them. This doesn't make any sense, as their team was already performing work and Handy's was given a chance to make the correction. Jason said he was not willing to honor or work with me to issue a refund for their work, and said I should of stopped Shearer technicians from completing repair.

I am asking for a review of this situation and now a full refund of my service bill while at Handy's (\$786.74) I have a verbal disclosure and have written information, along with pictures supporting Shearer Chevrolet's work/ assessment. I brought my truck back and gave Handy's a chance to correct the issue, and I was told it was a secondary issue, which it was not. Shearer was able to document and confirm this.

Jason Mills was happy to go to small claims court and was not willing to settle this matter. I am asking for a review and help resolving this matter.

Respectfully,

JP Routhier

[REDACTED]

8/11/19

Amount of loss:	\$786.74
How would you like this matter to be resolved?	refund

WILLIAM H. SORRELL
ATTORNEY GENERAL

SUSANNE R. YOUNG
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



CONSUMER ASSISTANCE PROGRAM
TEL: (802) 656-3183
TOLL-FREE IN VT: 1-800-649-2424
FAX: (802) 304-1014

ADDRESS REPLY TO:
STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
CONSUMER ASSISTANCE PROGRAM
109 STATE STREET
MONTPELIER, VT 05609-1001
www.uvm.edu/consumer
ago.cap@vermont.gov

September 30, 2016

Mathew Hourigan

[REDACTED]
Colchester, VT 05446

Re: 2016-07179

Dear Mathew Hourigan:

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

Thank you.

Sincerely,

[REDACTED]
[REDACTED]
Consumer Advisor

Enclosure

RECEIVED AT CAP
SEP 30 2016
Complaint #: 2016-07179



Subaru of America, Inc.
Subaru Plaza
PO Box 6000
Cherry Hill, NJ 08034-6000
1-800-SUBARU3 (1-800-782-2783)
www.subaru.com

September 28, 2016

RECEIVED
SEP 29 2016
ALBANY VERMONT STATE OFFICE

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

RE: 2016-07179 Consumer: Mathew Hourigan

To Whom It May Concern:

Thank you for contacting Subaru of America, Inc. This letter serves as confirmation that we have received your correspondence regarding the above referenced consumer.

Please note, Subaru of America, Inc. has provided careful review of Mr. Hourigan case and it has been determined that the repair to the engine in his 2014 Subaru Impreza WRX is not a matter for warranty.

It has been concluded that the cause of failure was due to an outside influence, that being lack of lubrication, and not mechanical defect. The customer has provided inadequate documentation to substantiate maintenance on the vehicle.

Additionally, the vehicle was found to be showing signs of the intake, exhaust, and turbo being removed from the vehicle at one point in time. These are all factors showing that the vehicle has been modified.

We appreciate the opportunity for review. Please let us know of any further questions you may have.

Sincerely,

Elizabeth Andrews

Subaru Customer/Retailer Services

Service Request Number: 1-17814507648

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Decision

SM

0.2 LBS LTR

1 OF 1

VERMONT OFFICE OF ATTORNEY GENERAL
 109 STATE ST
 MONTPELIER VT 05609-0001

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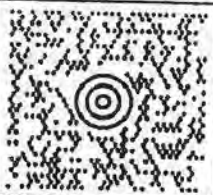
Decision
 109 STATE ST
 MONTPELIER VT 05609-0001

1247E20E015785
 S:1
 1162
 1030

80
 1:06

SHIPPING
 (856) 488-5060
 SUBARU
 2235 RT.70 WEST
 CHERRY HILL NJ 08002-3380

SHIP TO:
 CONSUMER ASSISTANCE PROGRAM
 VERMONT OFFICE OF ATTORNEY GENERAL
 109 STATE STREET
 MONTPELIER VT 05609-1001



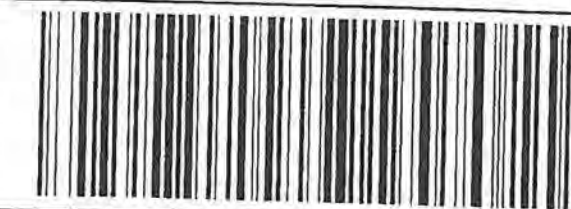
VT 056 0-01



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1



BILLING: P/P

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REF 2: EXT 3965

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CAP-1018

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06/25/2021

AUTOCAP

AUTOMOTIVE CONSUMER ACTION PROGRAM
AUTOCAP COMPLAINT CASE RECORD

Date Received: 11/24/14

Case #: 109

Date Closed: 12/33/14

CAP Case#: 2014-10238

CONSUMER Information:

Name: Corey Vincelette

Date of Acknowledgement: 11/24/14

Response due: 12/8/14

Complaint Category:

Sales Service Advertising Warranty

DEALER Information:

Name: Handy Chevrolet

General Manager: _____

Date Complaint Sent to Dealer: _____

Dealer Response Due: _____

Notes of case:

No response from consumer

Need for Panel Review: No Yes Hearing Date: _____
Resolution Process: Staff Panel Referred To: _____
Resolution: Consumer Dealer Consumer/Dealer Comp. Dropped
Other: _____

Final Case Outcome:

From: Kim Gauthier <vtautocap@aol.com>

To: [REDACTED]

Subject: Consumer Complaint against Handy Chevrolet

Date: Mon, Nov 24, 2014 4:23 pm

Attachments: 2013_AUTOCAP_Incident_FORM.pdf (436K), AUTOCAP_Q&A_2014.pdf (128K)

Dear Mr. Vincelette,

VT AUTOCAP is in receipt of your complaint against Handy Chevrolet regarding the rocker panels on your truck. Please complete and submit the attached Incident form along with all pertinent documentation within 10 business days or December 8, 2014. The supporting documentation should include, but not limited to, the sales contract/agreement, buyer's guide, We Owe statement, retail installment agreement, photo's if available, etc.

Thank you,
Kim Gauthier
VT AUTOCAP

2014-10238-111814-vincelette

From: [REDACTED]
Sent: Tuesday, November 18, 2014 8:49 AM
To: consumer@uvm.edu
Cc: [REDACTED]
Subject: Auto Consumer Complaint Form

Below is the result of your feedback form. It was submitted by
[REDACTED] on Tuesday, November 18, 2014 at 08:48:54

email: [REDACTED]

Intake Number: 05454

Name: corey vincelette

Street: [REDACTED]

City: fairfax

State: Vermont

ZIP: 05454

Phone: [REDACTED]

Age: 24

Senior: No

Veteran or Service Member: Yes

Business Name: Handy chevolet

Business Person: Dustin witcomb

Business Street: 699 highgate rd

Business City: st.Albans

Business State: Vermont

Business ZIP: 05454

Business Type: dealer

Year: 2007

Make: chevy

Model: silverado 1500

New or Used: Used

Inspection Location: United States

Date Purchased: 10/30/14

Purchase Price: 13442

Milage at Purchase: 85870

Milage Current: 87990

Warranty Status: Other

2014-10238-111814-vincelette

Warranty Terms: 50/50 1000 miles

Buyer's Guide: No

Warranty Repairs: No

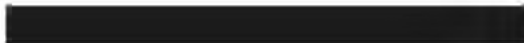
Repair Cost: 1200

Repair Bill Hold/Mechanic's Lien: No

Complaint Issue: Vehicle Condition

Complaint: The sales man said they were going to repair the rocker panels and cab corners on the truck
be for I picked up the truck I picked up the truck at night and didn't check the truck offer I couldn't see I
looked at it the next day and they did a bad Jon on the rocker panels and didn't paint them the same
color as the truck and then they didn't even touch the cab corners and I asked the sales man and then I
asked his manager and not I have been run around with them saying maybe get a quote so I did and now
they are refusing to do any thing with the truck

Relief Requested: I would like to have the cab corners repaired and rocker panels fixed right

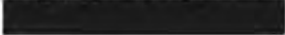


(SR #:1-16059419099)

2 messages

Subaru of America, Inc. <CustDlrServices@subaru.com>
Reply-To: CustDlrServices@subaru.com

Mon, Jun 13, 2016 at 4:03 PM



Hi Matt,

Thank you for your contact to Subaru of America, Inc. regarding your 2014 WRX.

As we discussed, please coordinate a tow to a Subaru dealership that can look at your concerns.

As per our conversation, please reply directly to this email with a scanned copy of your receipts so that we can get you reimbursed up to \$250 as a onetime goodwill gesture.

Please let me know if you have any other questions.

Thanks,

Bill Richards
Subaru of America, Inc.
Customer/Dealer Services Department
1-800-SUBARU3 (1-800-782-2783)
Service Request Number: 1-16059419099



Jun 28, 2016 at 10:55 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

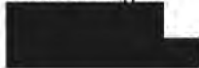
Hi Bill,

I need to know what's going on and when I can get this car repaired. It's been over two weeks with nothing but misery. Can you please give me an update ASAP?

I've been doing a lot of research on this issue and I'm not alone with rod bearing failure.

Thanks,

Mat Hourigan



-

Mat Hourigan



South Burlington, VT 05403







(SR #:1-16059419099)

1 message

Subaru of America, Inc. <CustDirServices@subaru.com>
Reply-To: CustDirServices@subaru.com

Mon, Jul 18, 2016 at 4:52 PM



Good Afternoon, Matt:

Please find attached the Repair Order write up, per your request.

Sincerely,

Elizabeth Andrews
Subaru of America, Inc.
Customer/Retailer Services

 **HOIRIGAN RO.pdf**
100K



(SR #:1-16059419099)

18 messages

Subaru of America, Inc. <CustDirServices@subaru.com>

Wed, Jun 29, 2016 at 3:54 PM

Reply-To: CustDirServices@subaru.com



Good Afternoon, Matt:

Thank you for taking the time to speak with me this afternoon.

Per our conversation, please find attached the letter you requested with our review of your vehicle in writing.

Sincerely,

Elizabeth Andrews

Subaru of America, Inc.
Customer/Dealer Services

Hourigan PDF.pdf
104K



Wed, Jul 6, 2016 at 1:10 PM

To: CustDirServices@subaru.com

Elizabeth,

please see my proof of oil purchases and vehicle log. This was never asked for by Twin City before submitting their information to you.

I have a log for all of my vehicles.

The three transactions from my bank statement is for two oil changes.

The March 4th transaction is for Royal Purple, (1) 5 quart, (1) 1 quart, (1) filter.

The May 29th transaction is for Royal Purple (1) 5 quart, they didn't have the extra quart or filter so i waited a week to get them from the other location.

The June 2nd transaction is for two quarts (one extra for the next oil change) and a mobile 1 filter.

Jan 26th (12,800 miles) - Purchased used vehicle from reputable dealer

March 4th (17,000) - Changed oil and filter

June 3rd (23,800) - Changed Oil and filter

June 13 (24,xxx) - Failed connecting rod bearing

Also attached are screenshots of my GasCubby App as this is what i use track all of my gas stops and maintenance and the only actual receipt from advance for oil that I have.

please let me know if you have any questions.

thanks,
Mat

CAP-1026

06/25/2021

[Quoted text hidden]

Mat Hourigan



South Burlington, VT 05403



3 attachments



WRX Advanced Auto Receipt.jpg
728K

FW_ WRX Images 1.pdf
2043K

WRX Images4.pdf
6045K

postmaster@subaru4.onmicrosoft.com <postmaster@subaru4.onmicrosoft.com>

Wed, Jul 6, 2016 at 1:10 PM

Your message wasn't delivered to anyone because it's too large. The limit is 10 MB. Your message is 11 MB.

CustDirServices@subaru.com

Your message is larger than the size limit for messages. Please make it smaller and try sending it again.

s7041va005.soa.soad.com gave this error:
SMTPSEND.OverAdvertisedSize; message size exceeds fixed maximum size

CAP-1027

06/25/2021

X-Forefront-Antispam-Report:

CIP:209.85.213.53;IPV:NLI;CTRY:US;EFV:NLI;SFV:SZE;SFS:;DIR:INB;SFP:;SCL:0;SRVR:

BN3PR04MB2258;H:mail-vk0-f53.google.com;FPR:;SPF:None;LANG:en;

X-Microsoft-Exchange-Diagnostics: 1;BN1AFF011FD025;1:2s9bqCsNcRnJGmWYZ/+kP9fPu/qyc/CHPSV1VracXbkNq/Xv6pvT0Fgid9Q+wLY5Xjcw8ncym+irWO/FIHUC2CQ4W2xFCdnfFAFroYbZ5pzoenOK3Jj3Wd/7A5RRe2/z2bORpsx4hgOrXlqj7SBy78RQNEUfoVs+XLCjFv/g0pAPPg/euZlZn1HHgKhMgI52HX5iuB5B059YkPwmPs5yqWLY7yqKHFYj2g04yL5pNf17sgwEMHQGsefhhxKNFgCp/vFnIClgw9tcnw2P2iWiyisFIm3lpDVLU1up/HiyWMSLDLJYgCzQ8y5C5T9NYNrvSGWRTsCaPJRNdqVodXmylreg/+BMGAq0kOTxcH54B0Vx+KgG5PT1aNXDRZu1ntAqVh3I34bKIy3ZsVpBTObYJaM6Ad1jwhkeP+fUg+H0FkUsG6OQDHJU8xVWdlpXrkVgadRy1+x94eVNBz3fExK1whVf7IhvgmTFPnyzvxJdaZfMLLvuwlgpVQ8PTAFM0Nw1f16gS+eOA4rpnTp8nXEMJLhoBZh8BpCIndTTvLVXoRLGdpdIc4WBNO+JEBHhhxNdNpKuyJ0Dr2Ss6zKtlpkKQA==

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X-Exchange-Antispam-Report-CFA-Test:

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X-Microsoft-Exchange-Diagnostics:

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SpamDiagnosticOutput: 1:99

SpamDiagnosticMetadata: SZE

X-OriginatorOrg: subaru4.onmicrosoft.com

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(UTC)

X-MS-Exchange-CrossTenant-Id: 80f0f133-22e9-459c-9746-9507eb1e8595

X-MS-Exchange-CrossTenant-FromEntityHeader: Internet

X-MS-Exchange-Transport-CrossTenantHeadersStamped: BN3PR04MB2258

X-OrganizationHeadersPreserved: BN3PR04MB2258.namprd04.prod.outlook.com

X-CrossPremisesHeadersFilteredByDsnGenerator: BN3PR04MB2258.namprd04.prod.outlook.com

Final-Recipient: rfc822;CustDirServices@subaru.com

Action: failed

Status: 5.3.4


Diagnostic-Code: smtp;550 5.3.4 SMTPSEND.OverAdvertisedSize; message size exceeds fixed maximum size

Remote-MTA: dns:s7041va005.soa.soad.com



Wed, Jul 6, 2016 at 2:38 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Attachments were too big, sending separately.  WRX Images4.pdf

[Quoted text hidden]

Wed, Jul 6, 2016 at 2:40 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

 FW_ WRX Images 1.pdf

On Wednesday, July 6, 2016, Ma  > wrote:

[Quoted text hidden]

Wed, Jul 6, 2016 at 2:40 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>



On Wednesday, July 6, 2016, Mat  wrote:

[Quoted text hidden]

Thu, Jul 7, 2016 at 6:58 AM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Elizabeth, can you confirm that you got all three attachments? I got another message that said it was undelivered.

Thanks,

Mat

[Quoted text hidden]

[Quoted text hidden]

Thu, Jul 7, 2016 at 11:12 AM

Subaru of America, Inc. <CustDlrServices@subaru.com>

Reply-To: CustDlrServices@subaru.com

Hi Matt:

I received one email as of this morning with an advance auto receipt attached. However, the photo attached was too small to view. Can you please resend?

Sincerely,

Elizabeth Andrews
Subaru of America, Inc.
Customer/Retailer Services

CAP-1030

06/25/2021

[THREAD ID:1-7KVC35V]

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

[Redacted]
Sent: 7/7/2016 06:58:34 AM
To: "CustDirServices@subaru.com" <CustDirServices@subaru.com>
Subject: Re: (SR #:1-16059419099)

[Quoted text hidden]

Thu, Jul 7, 2016 at 12:56 PM

[Redacted]
[Quoted text hidden]
[Quoted text hidden]

[Redacted]
[Redacted]

www.SymQuest.com



[Redacted]
To: "CustDirServices@subaru.com" <CustDirServices@subaru.com>
Cc: [Redacted]

 FW_ WRX Images 1.pdf

[Quoted text hidden]
[Quoted text hidden]

[Redacted]

www.SymQuest.com



Thu, Jul 7, 2016 at 1:24 PM

CAP-1031

06/25/2021

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Cc: [Redacted]

 WRX Images4.pdf

[Quoted text hidden]

[Quoted text hidden]

[Redacted]

[Redacted]

www.SymQuest.com



Thu, Jul 7, 2016 at 1:25 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Cc: [Redacted]

[Quoted text hidden]

[Quoted text hidden]

[Redacted]

[Redacted]

www.SymQuest.com



IMG_5849.JPG
848K

Thu, Jul 7, 2016 at 1:25 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Let me know if you can view all of these.

CAP-1032

06/25/2021

Thanks,
Mat

[Quoted text hidden]

--

[Quoted text hidden]

[Redacted]

[Redacted]

www.SymQuest.com



Subaru of America, Inc. <CustDlrServices@subaru.com>

Thu, Jul 7, 2016 at 1:54 PM

Reply-To: CustDlrServices@subaru.com

[Redacted]

Hi Mat:

I was able to open and read the Advanced Auto Parts receipt. However, the links in the other 2 emails I am unable to access. Is there another format you can send them in?

Thanks,

Elizabeth Andrews
Subaru of America, Inc.
Customer/Retailer Services

[THREAD ID:1-7KYGX9W]

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

[Redacted]

Sent: 7/7/2016 01:25:35 PM

[Quoted text hidden]

[Redacted]

Fri, Jul 8, 2016 at 12:39 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Hi Elizabeth,

Any luck with the PDFs in sent via wetransfer?

[Quoted text hidden]

[Quoted text hidden]

[Redacted]

[Redacted]

www.SymQuest.com

CAP-1033

06/25/2021



Mon, Jul 11, 2016 at 12:45 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Hi Elizabeth,

Can provide me with a status report? I've been without my car for 4 weeks now. This is getting quite difficult and frustrating.

Thanks,

Mat

[Quoted text hidden]

[Quoted text hidden]

Wed, Jul 13, 2016 at 2:36 PM

To: "CustDlrServices@subaru.com" <CustDlrServices@subaru.com>

Elizabeth, this has gone on long enough. Mason from TwIn City contacted me asking if I had heard from you yet and stated that he doesn't think the decision has been changed. I have been left out to dry here and I am incredibly upset.

I have been in touch with my lawyer, If I don't hear back via email today with a decision in my favor, I will be moving forward with him.

Mat Hourigan

[Quoted text hidden]

[Quoted text hidden]

Subaru of America, Inc. <CustDlrServices@subaru.com>

Wed, Jul 13, 2016 at 4:13 PM

Reply-To: CustDlrServices@subaru.com

Good Afternoon, Mat:

Thank you for taking the time to submit your documentation and your patience during our further review.

Subaru of America, Inc.'s position on this matter would remain the same, however. The repair to your 2014 Subaru Impreza WRX would not be a matter for warranty due to lack of maintenance. During diagnosis the vehicle showed signs of lack of lubrication, which is consistent with the type of failure in your vehicle. Additionally, the documentation provided is inadequate in terms of listing the vehicle itself and the services completed.

We regret that we are unable to provide the answer you had anticipated, but we appreciate the opportunity to explain our position. Thank you for contacting our office.

Sincerely,


Elizabeth Andrews
Subaru of America, Inc.
Customer/Retailer Services

[THREAD ID:1-7MTUN7Y]

CAP-1034

06/25/2021

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


Sent: 7/13/2016 02:36:59 PM

[Quoted text hidden]

AAP Receipt - R# 6748618

3 messages

AAPCustomerCare <AAPCustomerCare@advance-auto.com>

Wed, Jul 13, 2016 at 3:35 PM

Cc: AAPCustomerCare <AAPCustomerCare@advance-auto.com>

The screenshot shows a web browser window titled "s06266.retail.advancestores.com" with a sub-header "APAL - Back Office - BUILD2". The interface includes a navigation menu with "Browse Sales Slip History", "General Information", "Items", and "Tenders". The main content area is divided into two columns. The left column displays transaction details: Date/Time (5/29/16 1:16PM), Register (5), Tran # (3786), Regular Sale, Team Member (420957 Leonard, Brian A), and Customer. The right column displays a summary: Quantity (1), Subtotal (39.99), Tax (2.80), Total (42.79), and Tendered (42.79). Below these are sections for "Bill To Address" and "Ship To Address". A toolbar at the bottom contains buttons for "ESC Exit", "F2 Bar Code Number", "F3 ATI Log", and "F4 View Photo ID". The status bar at the bottom shows "Browsing Items", "Store Projects Team: Scott Kidman", and the date/time "Wednesday, July 13, 2016 - 3:33:01 PM".

s06266.retail.advancestores.com APAL - Back Office - BUILD2

Browse Sales Slip History | General Information | **Items** | Tenders

Sku	Description	Sell Price	Disc (ea)	Qty	Extended	Disc Reason	Orig Store	Orig
11150912	OIL 5W30-SYNTHETIC 1 EA RYL	39.99		1	39.99			
	Tax	2.80		1	2.80			

Date of Return	Remote Store	Team Member	Register #	Transaction #	# Returned

ESC Exit **F2** Bar Code Number **F3** ATD Log **F4** View Photo ID

Browsing Items Store Projects Team: Scott Kidman Wednesday, July 13, 2016 - 3:33:03 PM

3:33 PM 7/13/2016

s06266.retail.advancestores.com APAL - Back Office - BUILD2

Browse Sales Slip History | General Information | Items | **Tenders**

Fund Code	Description	Amount
DT	Debit Card	42.79
ZZ	Change	0.00

Tender Comment:

ESC Exit F2 Bar Code Number F3 ATD Log F4 View Photo ID

Browsing Tenders Store Projects Team: Scott Kidman Wednesday, July 13, 2016 - 3:33:06 PM

3:33 PM 7/13/2016


 My goal is to be **The BEST!** How am I doing? [Click Here](#)

Thank you

Scott K

Operations Support Analyst II

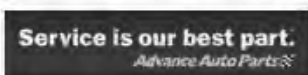
eCommerce 2nd Level, Operations Support

Advance Auto Parts 

5008 Airport Road

Roanoke, VA 24012

Phone 877-ADVANCE (238-2623)



CAP-1038

06/25/2021

Fri, Jul 15, 2016 at 4:18 PM

[Quoted text hidden]

Mat Hourigan

South Burlington, VT 05403



Mat Hourigan

This message may contain confidential information protected by federal and state privacy laws, and is intended solely for the use of the persons or entities named above. If you are not such a person or entity, please take notice that any distribution, dissemination, or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately contact us at 1-800-374-9900 and delete this message.

Begin forwarded message:

Date: July 15, 2016 at 4:18:29 PM EDT
To: [Redacted]
Subject: Fwd: AAP Receipt - R# 6748618

[Quoted text hidden]

5 attachments



image001.png
51K

CAP-1039

06/25/2021

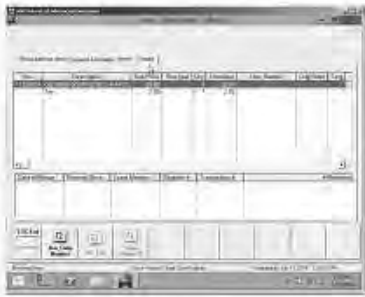


image002.png
50K



image003.png
45K



image004.jpg
2K



image005.png
19K



Mat Hourigan WRX

6 messages

Mat  Mon, Jun 27, 2016 at 12:15 PM
To: "Masonm@802cars.com" <Masonm@802cars.com>

Hi Mason,

I got your VM Friday evening. I'd love to know what your "concerns" are?

Can you please provide me with Bill's contact number and my case#? I left my paperwork at home.

Thank you,

Mat Hourigan


-

Mat Hourigan



South Burlington, VT 05403



Mason Maltais <masonm@802cars.com> Wed, Jul 13, 2016 at 12:34 PM
To: 

Have you heard back from Elizabeth at Subaru yet? I spoke with her recently, and I do not believe that the decision has changed.

Sincerely,

Mason Maltais

CAP-1041

06/25/2021

Service Manager

Twin City Subaru

Sent: Monday, June 27, 2016 12:15 PM

To: Masonm@802cars.com

Subject: Mat Hourigan WRX

[Quoted text hidden]

Wed, Jul 13, 2016 at 1:36 PM

To: Mason Maltais <masonm@802cars.com>

I emailed her on Monday and left a VM for her yesterday. This will be changed. I sent her proof of all the proper maintenance.

Thanks,

Mat

[Quoted text hidden]

[Quoted text hidden]

Wed, Jul 13, 2016 at 1:37 PM

To: Mason Maltais <masonm@802cars.com>

Can you please scan me over the repair order?

Thanks,

Mat

[Quoted text hidden]

[Quoted text hidden]

Wed, Jul 13, 2016 at 6:16 PM

To: Mason Maltais <masonm@802cars.com>

Mason,

She just informed me that they indeed have not changed their decision. I will be pursuing a legal avenue at this point. This vehicle was maintained and was never low on oil or abused. Burlington Subaru performed the first two oil changes followed by an oil change from the dealer I purchased it from. I changed the oil twice since I owed it and can provide receipts of the oil and filter. To say that lack of lubricant caused this is so far out of line it's crazy. Subaru has really let me down and this is not done as of yet.

I will need the estimate for repairs ASAP. I am meeting with a lawyer next week to see how to proceed and will need all related documents to this case.

Mat Hourigan

Sent from my iPhone

[Quoted text hidden]

Thu, Jul 14, 2016 at 10:01 AM

To: Mason Maltais <masonm@802cars.com>

Thanks for the information. I'm filing a complaint with the attorney general today over this matter. I have collected all the

CAP-1042

06/25/2021

service records and receipts for my two oil changes which prove that this vehicle has been properly maintained. To suggest that I ran this car out of oil and caused this bearing failure is not acceptable since I know it's not the case.

[REDACTED] We have two choices here, one is for me to give you this information that was never requested by you and you fight Subaru with me or two, wait until this is resolved legally. This is not a threat but my only two choices. I feel that Twin City and Subaru is not honoring a legitimate warranty claim and I intend on fighting this.

Subaru has really failed here, what is the point of a warranty??? The Magnusson-Moss act protects me here and will be challenged.

This sucks for us all.

Thanks

Mat

On Jul 14, 2016, at 8:59 AM, Mason Maltais <masonm@802cars.com> wrote:

Mat,

To fix your vehicle it will need both engine block halves, a crankshaft, all 4 camshafts, both cylinder heads, at least 1 piston, all rod bearings and it should get a new clutch as that is smeared and hot-spotted. The engine repair can be tackled in two ways, either by replacing the short block as a unit (block, pistons and crank) along with the heads and cams, or to piece out exactly what needs replacement so that you can save 3 pistons and the main engine bearings. To replace the necessary components using a short block, 4 cams and 2 heads would cost approximately \$7356 after tax. To piece out the inner workings and save what we can would cost approximately \$7000 after tax. The clutch was quoted separately in each case, costing \$915 after tax (parts only, no additional labor). Please let me know if you have any further questions.

Please keep me in the loop as I do need this to be handled expediently since your vehicle is still here on our lot with parts in my shop.

I look forward to hearing from you soon.

Sincerely,

Mason Maltais

Service Manager

Twin City Subaru

From: Mat Hourigan [REDACTED]
Sent: Wednesday, July 13, 2016 6:17 PM
To: Mason Maltais
Cc: Mat
Subject: Re: Mat Hourigan WRX

[Quoted text hidden]

CAP-1043

06/25/2021

Service Records on WRX

2 messages

Scott Bedell <sbedell@handychevrolet.motosnap.com>

Thu, Jul 14, 2016 at 12:06 PM

	 Let's Go Places	 FIND NEW ROADS™	
			Sales: (800) 266-0683 Service: (800) 917-6048 Parts: (800) 917-6048
NEW TOYOTAS	NEW CHEVROLETS	TOYOTA SPECIALS	CHEVROLET SPECIALS

Hi Matt,

Very unfortunate to hear that, I am sorry. I hope the file I attached helps you, it goes through what we did to the vehicle. Little hard to read but that's for Subaru to decipher. If you are having issues with the warranty I've always been told to Call SOA(Subaru of America) and they help owners that are having troubles. Not going to lie, I'm now a little more worried about something happening to mine now too... But anyway, I wish you the best and hope this helps. Try to have a good day today. Thanks.


Scott Bedell
Sales, Handy Chevrolet
Tel: (802) 528-2132
Cell: (802) 881-2448
Email: sbedell@handycars.com

You are receiving this email because you inquired about or purchased a vehicle from Handy Chevrolet recently or in the past. If you prefer not to receive further emails from us, click here to unsubscribe. Alternatively, you can send a written request to the address below. We'll remove you from our list as quickly as possible.

This email was sent to [redacted] on July 14, 2016.

To contact us please visit <http://www.handychevy.com> or call (800) 324-0717.

This email was delivered to you by:
Handy Chevrolet
699 Highgate Road
Saint A bans, VT 05478

 doc03797420160714104354.pdf
681K

Hourigan, Mat [redacted]

Sat, Jul 16, 2016 at 12:29 PM

Mat Hourigan [REDACTED]

Phone: [REDACTED]

News: [REDACTED]

This message may contain confidential information protected by federal and state privacy laws, and is intended solely for the use of the persons or entities named above. If you are not such a person or entity, please take notice that any distribution, dissemination, or reproduction of this message is strictly prohibited. If you have received this message in error, please immediately contact us at 1-800-374-9900 and delete this message.

Begin forwarded message:

From: "Mat Hourigan" [REDACTED]
To: "Hourigan, Mat" [REDACTED]
Subject: Fwd: Service Records on WRX

Sent from my iPhone

Begin forwarded message:

From: "Scott Bedell" <sbedell@handychevrolet.motosnap.com<mailto:sbedell@handychevrolet.motosnap.com>>
Date: July 14, 2016 at 12:06:04 PM EDT
[REDACTED]
Subject: Service Records on WRX

[<https://apps.vinmanager.com/CarDashboard/DealerImages/Dealer%204874%20Images/banner%20old123.JPG>]
<<http://vinurl.com/1468512364272-D59NM72LC48X>>

[[New Toyotas](http://vinurl.com/1468512364303-W87SR31NG20J)] <<http://vinurl.com/1468512364303-W87SR31NG20J>> [[New Chevrolets](http://vinurl.com/1468512364334-Q39WR57MC61T)] <<http://vinurl.com/1468512364334-Q39WR57MC61T>> [[Toyota Specials](http://vinurl.com/1468512364365-P29XM58ES74B)] <<http://vinurl.com/1468512364365-P29XM58ES74B>> [[Chevrolet Specials](http://vinurl.com/1468512364397-K41PG69NY20F)] <<http://vinurl.com/1468512364397-K41PG69NY20F>>

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Very unfortunate to hear that, I am sorry. I hope the file I attached helps you, it goes through what we did to the vehicle. Little hard to read but that's for Subaru to decipher. If you are having issues with the warranty I've always been told to Call SOA(Subaru of America) and they help owners that are having troubles. Not going to lie, I'm now a little more worried about something happening to mine now too... But anyway, I wish you the best and hope this helps. Try to have a good day today. Thanks.

Scott Bedell
Sales, Handy Chevrolet
Tel: (802) 528-2132
Cell: (802) 881-2448
Email: sbedell@handycars.com<<mailto:sbedell@handycars.com>>


You are receiving this email because you inquired about or purchased a vehicle from Handy Chevrolet recently or in the past. If you prefer not to receive further emails from us, [click here to unsubscribe](https://apps.vinmanager.com/Cardashboard/LeadManagement/EmailUnsubscribe.aspx?almid=B1o2%2fQ13nHMoAiDA%2b0%2fLw%3d%3d&drid=&gcid=96DwMB%2fvBYnG1XK%2fnaSbrA%3d%3d&email=Tp54NdmFnF28Q%2fAsacghWHji1vvk%2fgmr&did=R%2bY7aQjBc6g%3d)<<https://apps.vinmanager.com/Cardashboard/LeadManagement/EmailUnsubscribe.aspx?almid=B1o2%2fQ13nHMoAiDA%2b0%2fLw%3d%3d&drid=&gcid=96DwMB%2fvBYnG1XK%2fnaSbrA%3d%3d&email=Tp54NdmFnF28Q%2fAsacghWHji1vvk%2fgmr&did=R%2bY7aQjBc6g%3d>>. Alternatively, you can send a written request to the address below. We'll remove you from our list as quickly as possible.
This email was sent to [REDACTED] on July 14, 2016.

To contact us please visit <http://www.handychevy.com><<http://vinurl.com/1468512364428-P05ER21ZK74D>> or call (800) 324-0717.

CAP-1045

06/25/2021

This email was delivered to you by:
Handy Chevrolet
699 Highgate Road
Saint Albans, VT 05478

 **doc03797420160714104354.pdf**
681K

V.I.N. [REDACTED]
 Owner Name..... HOURIGAN;MATHEW D
 Street Address... [REDACTED] -----Activity-----
 City..... COLCHESTER State VT Zip 05446 | No.R.O.'s 0 |
 Telephone..... [REDACTED] | Total\$\$ 0 |
 Other Phone No... [REDACTED] | Lstsr 01/26/16 |
 E-mail Address... [REDACTED] | Miles 12830 |
 Cust. Control No. 050085 (Only Needed for Charge Sales)
 Salesperson..... SB Delivery Date... 01/26/16 Delivery Miles.. 12824

----- Vehicle Information -----
 Year..... 14 Make..... SUBARU
 Model..... IMPREZA WR Color..... BLUE
 Plate No..... [REDACTED] Stock No.... 54589A
 Key No. Ign..... Key No.Trk..
 InServiceDate... 00/00/00 Prod. Date.. 00/00/00
 Warranty Type... Warr.Expires. 00/00/00 Miles 0
 MILES OUT..... OIL TYPE USE.....
 PURCHASED CUST. TYPE
 ServAdvisor..... Tech/Team Cd.

Vin ID#: [REDACTED] Repair Order#: 83725 Status Cd: C
 RO Date: 10/26/15 Inv Date: 10/30/15 Mileage: 12824 Act/Est: A Serv Adv: JOE
 Control#: S0046506 Inv Letter: G/L Group: 1 Coupon\$: 0.00 ShopChg: Y Cust Chrg 1: N Cust Chrg 2: N
 GOG(1) 0.00 WarrType: Auth#:
 GOG(2) 0.00 SCDeduct\$ 0.00 Taken\$: 0.00
 GOG(3) 0.00 Lab\$: 00 Part\$: 00 Pay Type: C

Line#: A OperNo: UCD FailCode: Hours: 1.50 Rate: 3 Amount\$: 112.50 Tech: B26 Tax Override: Labr Prts
 PayType: I Sp G/L#: FP: CondNo: 0 Part\$: 48.62 Sublet\$: 0.00 Misc\$: 10.00 Misc Tax\$: 0.00
 OrigOp: GMClaimType: GMComplaint: GMLabHrs: 0.00 GMOthHrs: 0.00 GMFP: GM Auth:
 Com PERFORM UCD LIST AND GENERAL SERVICE. TO VSI STANDARDS, tire tread depth and brake pad thickness ***** UPDATE VERMONT
 STATE INSPECTIONSTICKER*****

- Cor UCD
 1) oil, lube and filter
 2) VSI (need front window tint removed)
 3) perform UCD inspection

Part Number: 25014422 Desc.: FILTER Type: I Qty: 1 Cost: 3.49 Price: 6.98
 T-Price: 6.98 G/L#:
 Part Number: 19293002 Desc.: SW30 DEXOS1 SYNTHETI Type: I Qty: 5 Cost: 2.96 Price: 6.96
 T-Price: 34.80 G/L#: 491
 Part Number: VSI Desc.: STICKER Type: I Qty: 1 Cost: 5.00 Price: 6.84
 T-Price: 6.84 G/L#:
 Misc Charge: shop supplies Qty: 1.0 Cost: 0.00 Price: 10.00
 T-Price: 10.00 G/L#: 061D

Line#: B OperNo: CPASS FailCode: Hours: 4.00 Rate: 3 Amount\$: 173.42 Tech: B5 Tax Override: Labr Prts
 PayType: I Sp G/L#: 464B FP: CondNo: 0 Part\$: 0.00 Sublet\$: 0.00 Misc\$: 16.58 Misc Tax\$: 0.00
 OrigOp: GMClaimType: GMComplaint: GMLabHrs: 0.00 GMOthHrs: 0.00 GMFP: GM Auth:
 Com Complete Recon Passenger Car \$190.00Chevrolet unit
 Misc Charge: Base Recon Supplies Qty: 1.0 Cost: 0.00 Price: 16.58
 T-Price: 16.58 G/L#: 061E

Line#: C + OperNo: FailCode: Hours: 0.50 Rate: 3 Amount\$: 42.50 Tech: B5 Tax Override: Labr Prts
 PayType: I Sp G/L#: FP: CondNo: 0 Part\$: 0.00 Sublet\$: 0.00 Misc\$: 0.00 Misc Tax\$: 0.00
 OrigOp: GMClaimType: GMComplaint: GMLabHrs: 0.00 GMOthHrs: 0.00 GMFP: GM Auth:

AUTO/MATE, INC.

COMPANY: 01 HANDY CHEVROLET INC

RUN DATE: 07/14/2016

HISTPRNT

SERVICE MERCHANDISING

RUN TIME: 11:57

PAGE 2

HISTORY PRINT

Vin ID#: [REDACTED] Repair Order#: 83725 Status Cd: C

Com remove window tint,

.50 hours

VIN [REDACTED] RO 83725 A Service System - History RO Line HISTORY3

OpCode UCD FailCode Failed Part
Com PERFORM UCD LIST AND GENERAL SERVICE. TO VSI STANDARDS, tire tread
depth and brake pad thickness ***** UPDATE VERMONT STATE MORE
Cau

Cor UCD
1) oil, lube and filter MORE
Hours 1.50 Labor 112.50 Misc 10.00 Parts 48.62 Sublet 0.00
Rate 3 Tech B26 Pay Type I Sp G/L# Orig Op Orig RO#
Tech Notes: Last Upd 10-29-2015@16:16
Story: Version 0 Created 00/00/00@00.00 Tax Override: Labor Parts

F1=PrevScr, Enter=NextOp, F3=Part/Sublet, F4=CCC, F5=MiscChg, F6=MoreOpts

V.I.N. [REDACTED]
Owner Name..... HOURIGAN;MATHEW D
Street Address... [REDACTED] -----Activity-----
City..... COLCHESTER State VT Zip 05446 | No.R.O.'s 0 |
Telephone..... [REDACTED] | Total\$\$ 0 |
Other Phone No... [REDACTED] | Lstsr 01/26/16 |
E-mail Address... [REDACTED] | Miles 12830 |
Cust. Control No. 050085 (Only Needed for Charge Sales)
Salesperson..... SB Delivery Date... 01/26/16 Delivery Miles.. 12824

----- Vehicle Information -----
Year..... 14 Make..... SUBARU
Model..... IMPREZA WR Color..... BLUE
Plate No..... [REDACTED] Stock No.... 54589A
Key No. Ign..... Key No.Trk..
InServiceDate... 00/00/00 Prod. Date.. 00/00/00
Warranty Type... Warr.Expires. 00/00/00 Miles 0
MILES OUT..... OIL TYPE USE.....
PURCHASED CUST. TYPE
ServAdvisor..... Tech/Team Cd.

Vin ID#: [REDACTED] Repair Order#: 83725 Status Cd: C
RO Date: 10/26/15 Inv Date: 10/30/15 Mileage: 12824 Act/Est: A Serv Adv: JOE
Control#: S0046506 Inv Letter: G/L Group: 1 Coupon\$: 0.00 ShopChg: Y Cust Chrg 1: N Cust Chrg 2: N
GOG(1) 0.00 WarrType: Auth#:
GOG(2) 0.00 SCDeduct\$ 0.00 Taken\$: 0.00
GOG(3) 0.00 Lab\$: 00 Part\$: 00 Pay Type: C

Line#: A OperNo: UCD FailCode: Hours: 1.50 Rate: 3 Amount\$: 112.50 Tech: B26 Tax Override: Labr Prts
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PayType: I Sp G/L#: FP: CondNo: 0 Part\$: 0.00 Sublet\$: 0.00 Misc\$: 0.00 Misc Tax\$: 0.00
OrigOp: GMClaimType: GMComplaint: GMLabHrs: 0.00 GMOthHrs: 0.00 GMFP: GM Auth:

AUTO/MATE, INC.
HISTPRNT
PAGE 2

COMPANY: 01 HANDY CHEVROLET INC
SERVICE MERCHANDISING
HISTORY PRINT

RUN DATE: 07/14/2016
RUN TIME: 11:57

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Cor UCD
1) oil, lube and filter MORE
Hours 1.50 Labor 112.50 Misc 10.00 Parts 48.62 Sublet 0.00
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Tech Notes: Last Upd 10-29-2015@16:16
Story: Version 0 Created 00/00/00@00.00 Tax Override: Labor Parts

F1=PrevScr, Enter=NextOp, F3=Part/Sublet, F4=CCC, F5=MiscChg, F6=MoreOpts



Twin City Subaru
142 Berlin Mall Road
Berlin, VT 05602
PH: (802) 223-5232

TWIN CITY SUBARU
142 BERLIN MALL ROAD
BERLIN, VT 05602
PHONE: (802) 223-5232
WWW.TWINCITYSUBARU.COM

21248

MATT HOURIGAN		VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
		[REDACTED]	24306	24306	06/14/16 10:40	00/00/00	21248
VEHICLE DESCRIPTION					TAG NO	STATUS	
2014 SUBARU IMPREZA WR (BULE)					012 3	COMPLETE	
CONTROL NO.	LICENSE PLATE NO	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV DATE	DELI MILE	TERMS
078401	FRT899	VARI					No Charge
HOMEPHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV		RO COMMENT	
[REDACTED]				DOMINIC CER NARA (45)			

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A *	MPI		A22		Internal	
Concern	MULTI-POINT VEHICLE INSPECTION					

B * * A22arranty

Concern CUSTOMER STATES VEHICLE HAS AN ENGINE KNOCK CHECK AND ADVISE. CASE #1-16-059419099

Cause ENGINE HAS LOWER END KNOCK. INITIALLY FOUND THAT THERE WAS A NUT MISSING ON TURBO FLANGE AT DOWN PIPE. ALL OTHER SECURING NUTS HAVE EVIDENCE OF BEING REMOVED CHECKED CID NUMBER AND KEY CYCLES. HAD OEM CID AND 7 KEY CYCLES, 3 WERE FROM ME DRIVING IN AND CHECKING INFO ON ECM. CUSTOMER STATED THEY HAD JUMPED THE BATTERY A COUPLE OF WEEKS PRIOR. REMOVED ENGINE, FOUND THAT THE TURBO HAD ZERO PLAY. FOUND COBB TUNING STICKER UNDERHOOD. TORE DOWN ENGINE AND FOUND #3 PISTON HAD CONTACTED CYLINDER HEAD, ALSO EXCESSIVE SCORING ON ALL 4 CAM SHAFT JOURNALS AND CAM HAFTS THEMSELVES. OIL WAS SLIGHTLY OVER FULL. UPON REMOVAL OF ALL PISTONS, FOUND SCORING DEEP ENOUGH TO CATCH A FINGER NAIL ON #3 CYLINDER WALL. ALSO EXCESSIVE CARBON BUILD UP ON ALL PISTONS INDICATING INCORRECT FUEL OR RUNNING RICH. REMOVED CRANKSHAFT AND FOUND THAT #3 ROD BEARING HAD SPUN AND DAMAGED BOTH CONNECTING ROD AND CRANKSHAFT. MAIN BEARING LOOK FAIRLY DECENT, LIKE ONL THE DEBRIS IN OIL HAD SLIGHTY SCORED BEARING SURFACES, UNLIKE THE ROD BEARINGS WHICH ARE EXCESSIVELY WORN. MOST LIKELY DUE TO HEAT AND AERATION OF THE OIL. CLUTCH DISK MATERIAL SMEARED INTO EACH CONTACT SURFACE, DUE TO EITHER SLIPPING CLUTCH OR OVERBOOST CONDITION, SO CLUTCH COULDNT HOLD OUTPUT FROM ENGINE CAUSING THE SLIPPAGE. FLYWHEEL HAS SIGNS OF HOTS SPOTS AND CLUTCH MATERIAL BUILT UP IN ANY AREA IT COULD ACCUMULATE, ALSO BEHIND THE FLYWHEEL AS WELL.

Technician Clock Time

A22	W	06/14/16	11:19	-	06/14/16	13:20	2.02	A22	W	06/20/16	08:26	-	06/20/16	08:33	0.12
A22	W	06/20/16	14:31	-	06/20/16	14:56	0.42	A22	W	06/21/16	08:15	-	06/21/16	09:05	0.83
A22	W	06/22/16	16:30	-	06/22/16	16:55	0.42	A22	W	06/23/16	08:08	-	06/23/16	10:26	2.30
A22	W	06/23/16	15:17	-	06/24/16	00:00	8.72	A22	W	06/24/16	00:00	-	06/24/16	09:31	9.52
A22	W	06/27/16	09:58	-	06/27/16	10:10	0.20	A22	W	06/27/16	10:14	-	06/27/16	10:16	0.03
Total Work Time		24.58		Total Diagnostic Time		0.00		Total Straight Time		0.00					

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Customer Totals

Charge Description	Amount
TOTAL CUSTOMER	No Ch rge

This is not a bill