10135600

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ELIOT SPITZER
Attorney General

845-485-3924

REGIONAL OFFICE DIVISION
POUGHKEEPSIE REGIONAL OFFICE

August 22, 2005

[redacted]
Bangall, NY [redacted]

Our File Number [redacted]
Company: Hyde Park Motor Company Inc.

Dear [redacted]

On behalf of Attorney General Eliot Spitzer, I am writing to notify you that we have received your correspondence.

We appreciate your alerting us to this matter. We believe the organization shown below may be able to assist you and we are forwarding your correspondence there.

If you do not receive a response in the near future, please follow up directly with that organization. I suggest you attach a copy of this letter or, if appropriate, mention that you are adding new information.

Thank you for writing to our office. We will keep your correspondence on file for future reference.

Very truly yours,

Mark T. Hoops

Mark T. Hoops

Bureau of Consumer Frauds and Protection

cc: National Highway Traffic and Safety Administration
400 7th Street SW
Washington, DC 20590

Heather 8/31/05

RC 4/37 0/20/05 503113

ATTORNEY GENERAL ELIOT SPITZER
STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
BUREAU OF CONSUMER FRAUDS AND PROTECTION
235 Main Street
Poughkeepsie, NY 12601-3194
Tel. (845) 485-3920 Fax (845) 452-3303

COMPLAINT FORM

Consumer Hotline 1 (800) 771-7755
For Hearing Impaired TDD (800) 788-9898
http://www.oag.state.ny.us

Walk-in 4pm

RECEIVED NYS OFFICE OF THE ATTORNEY GENERAL AUG 15 2005 CONSUMER FRAUDS POUGHKEEPSIE DISTRICT

1. PLEASE BE SURE TO COMPLAIN TO THE COMPANY OR INDIVIDUAL BEFORE FILING.
2. PLEASE TYPE OR PRINT CLEARLY IN DARK INK.
3. YOU MUST COMPLETE THE ENTIRE FORM. INCOMPLETE OR UNCLEAR FORMS WILL BE RETURNED TO YOU.
4. MAKE SURE YOU ENCLOSE COPIES OF IMPORTANT PAPERS CONCERNING YOUR TRANSACTION.

CONSUMER

YOUR NAME: [redacted]
HOME TELEPHONE NUMBER: [redacted]
STREET ADDRESS: [redacted]
BUSINESS TELEPHONE NUMBER:
CITY/TOWN: Bangall
COUNTY:
STATE: N.Y.
ZIP: [redacted]

COMPLAINT

NAME OF SELLER OR PROVIDER OF SERVICES: HYDE PARK MOTOR CO. INC.
STREET ADDRESS: Route 9 4390 Albany Post Rd.
CITY/TOWN: HYDE PARK STATE: ZIP: 12538
TELEPHONE NUMBER: [redacted]

NAME OF OTHER SELLER OR PROVIDER OF SERVICES:
STREET ADDRESS:
CITY/TOWN: STATE: ZIP:
TELEPHONE NUMBER:

DATE OF TRANSACTION: 6/14/05
COST OF PRODUCT OR SERVICE: $ [redacted]
HOW PAID (Check those which apply): ☒ Cash ☐ Check ☐ Credit Card ☐ Other FINANCING

DID YOU SIGN A CONTRACT? ☒ Yes ☐ No
WHERE DID YOU SIGN THE CONTRACT? DEALERSHIP
DATE SIGNED: 6/14/05

WAS PRODUCT OR SERVICE ADVERTISED? ☒ Yes ☐ No
WHERE WAS IT ADVERTISED? DEALERSHIP
DATE ADVERTISED: 6/14/05

TYPE OF COMPLAINT (e.g. car, mail order, etc. Use the reverse side of this form to provide details): CAR

DATE YOU COMPLAINED TO THE COMPANY OR INDIVIDUAL: 6/21/05 ☐ By Mail ☒ By Telephone ☒ In Person
PERSON CONTACTED: SEE ATTACHED
JOB TITLE:

NATURE OF RESPONSE: WILL PUT IN NEW PART/ PROBLEM IS NOT A SAFETY CONCERN
DATE OF RESPONSE:

HAS MATTER BEEN SUBMITTED TO ANOTHER AGENCY OR ATTORNEY? (If "Yes," give name and address) ☐ Yes ☒ No

IS COURT ACTION PENDING? (Please describe as necessary) ☐ Yes ☒ No

ADDITIONAL INFORMATION

MANUFACTURER OF PRODUCT: BANK OF RHINEBECK
PRODUCT MODEL OR SERIAL NUMBER:
ADDRESS:
WARRANTY EXPIRATION DATE:

DID BUSINESS ARRANGE FINANCING? (If "Yes," give name and address of bank or finance company) ☒ Yes ☐ No RHINEBECK SAVINGS BANK 10 Boice Rd. Hyde Park NY 12538

PLEASE DESCRIBE COMPLAINT ON REVERSE SIDE

CNS 001PO (10/01)

BRIEFLY DESCRIBE YOUR COMPLAINT A WEEK AFTER I BOUGHT THE CAR, I NOTICED A NOISE COMING FROM THE FRONT DRIVERS SIDE WHEN I BRAKED. I HAVE BROUGHT THE CAR BACK SEVERAL TIMES ~~AND~~ FOR THE SAME PROBLEM. EACH TIME THEY ~~...~~ PUT IN A NEW PART BUT THEY DID NOT FIX THE PROBLEM. FINALLY THEY SAID THAT THEY WOULD NOT FIX IT BECAUSE IT WAS NOT A SAFETY CONCERN. THEY ALSO WOULD NOT HONOR MY WARRANTY.

WHAT FORM OF RELIEF ARE YOU SEEKING? (e.g., exchange, repair or money back, etc.) MONEY BACK, OR FULL REPAIR, OR DOWNPAYMENT TOWARDS A DIFFERENT CAR

WHO REFERRED YOU TO THIS OFFICE? ~~...~~ OFFICE OF CONSUMER AFFAIRS, PUBLIC DEFENDER

READ THE FOLLOWING BEFORE SIGNING BELOW

PLEASE ATTACH TO THIS FORM **PHOTOCOPIES** of any papers involved (contracts, warranties, bills received, canceled checks, correspondence, etc.). **DO NOT SEND ORIGINALS.**

NOTE: In order to resolve your complaint, we may send a copy of this form to the person or firm about whom you are complaining.

In filing this complaint, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the business or person the complaint is directed against. The above complaint is true and accurate to the best of my knowledge.

I also understand that any false statements made in this complaint are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signatur[redacted] Date: 8/15/05

HAVE YOU ENCLOSED COPIES OF IMPORTANT PAPERS?

Return to: **Office of the Attorney General**
Bureau of Consumer Frauds and Protection
235 Main Street
Poughkeepsie, NY 12601-3194

Y4FXU7T-10100

RE: THE ACCOUNT OF
[redacted]
Bangall NY [redacted]

RECEIVED
NYS OFFICE OF THE ATTORNEY GENERAL
AUG 15 2005
CONSUMER FRAUDS
POUGHKEEPSIE DISTRICT

CALL BEFORE

YOUR VEHICLE'S COMPREHENSIVE ▶
WARRANTY MAY SHORTLY EXPIRE

Thursday 30 June 2005

1-3 years or 36,000 miles, whichever comes first	After 36 months or 36,000 miles
	EXPIRED
	CALL FOR VEHICLE PROTECTION PLAN OPTIONS FOR YOUR VEHICLE*

Call today – 1-877-404-2050 between 8 a.m. and 10 p.m., Monday thru Friday or Saturday 9 a.m. and 4 p.m. EST

You will need the following information when you call:

- VIN Number (can be found on your insurance card or on the driver's side front window)
- Vehicle Mileage
- Warranty Expiration Code [redacted]

Call today!

Jon DiMattia

General Manager

†Varies by manufacturer, based on year and mileage of your vehicle. See your manufacturer's warranty for specific terms and coverage. *Vehicle protection plan offered by Century Warranty Services. Certain conditions, restrictions and exclusions apply. Not available in all states. See Agreement for complete details. To obtain a copy of Vehicle Protection Plan Agreement, please call 1-877-404-2050. **You have been pre-approved to finance a Vehicle Protection Plan with 0% APR financing through Century Warranty Services. Information from a credit bureau was used in connection with this offer of credit. This offer has been extended because credit criteria has been satisfied for this offer. This offer may not be extended if, after responding to this offer, you do not meet the criteria used in the initial selection process. Furthermore, Century Warranty Services has the right to verify income and employment, review credit, and analyze personal debt and equity position in subject property prior to final approval. You have the right to prohibit your credit file from being used for similar prescreened offers by requesting in writing to Experian Information Solutions, Inc. at P.O. Box 919 in Allen, TX 75013-0919 or call toll-free 1-888-567-8688.

Century Warranty Services, Inc.
FL License #60114

101044

has been computed upon the basis that I will pay all instalments on the scheduled due dates. If any instalment is received later than the scheduled due date, I will be obligated to pay such additional amounts as may become payable by reason of the accrual of interest calculated daily upon the unpaid balance of the Amount Financed. In the event that any instalment is made in advance of the scheduled due date, the interest charges will be reduced accordingly. The amount of this decrease or increase will be reflected in the final payment. I shall have the right to prepay the unpaid principal balance in full or in part at any time provided that payments are first applied to accrued interest as of the date of prepayment.

How Payment In Advance Of Credit Insurance Is Figured: If I pay all amounts owing under this Contract in advance, I will receive a refund for Group Credit Insurance premiums from you, as specified on the front of this Contract calculated by a formula approved by the Insurance Department.

Late Charge: If I fail to pay any instalment for more than 10 days from the date it is due, I will pay a late charge of 5% of the unpaid instalment.

Return Check Charge: If any check, draft or other item I send you in payment of my obligation on this Contract is returned for insufficient funds, I agree to pay you a Return Check Charge of $20.00.

Collection Costs: If you hire an attorney to bring a lawsuit to collect any amount owing under this Contract, I will pay you attorney's fees up to 15% of the amount then due, plus court costs, or such lesser amounts as the court allows.

Payment After All Amounts Owing Become Immediately Due: Under certain circumstances, you can declare all amounts owing under this Contract immediately due. If you do and all amounts owing are paid or you sue for them and obtain a judgment, you will calculate what I owe as if I were going to pay in advance.

Care of Vehicle: I agree: to keep the Vehicle in good condition and repair; not to remove it from the address at which it is presently kept without your prior written consent; not to sell or transfer it or use it as collateral in another transaction; not to use the Vehicle for hire, livery or lease; or permit its use in any illegal manner; not to allow someone else to seize the Vehicle or create a lien (claim) on it; and to give you immediate written notice of loss or damage to the Vehicle.

Insurance Requirements: I agree at all times to keep the Vehicle insured with comprehensive, fire and theft, and a minimum amount of deductible collision insurance satisfactory to you, endorsed to protect you with a licensed insurance company. If I fail to insure my Vehicle, you may do so and I agree to pay the cost. I agree that any insurance moneys payable by reason of damage to or loss of the Vehicle shall be paid directly and solely to you and may be used to pay any debt to you. If the Vehicle is lost or damaged, you can use the insurance proceeds (money) to replace or repair it, or to repay any amounts I owe you, and I agree that, if necessary, you can settle any insurance claims or sign any insurance checks on my behalf. I agree that loss, damage to or destruction of the Vehicle shall not affect my duty to make the payments under this Contract.

Further Advances Secured: If I fail to pay fees, taxes or the costs necessary to keep the Vehicle in good condition and repair, you may, if you alone choose, advance any sums necessary to protect your interest in the Vehicle. Any such advances will be secured by the Vehicle and will be subject to a Finance Charge at the Annual Percentage Rate of this Contract.

If I fail to maintain required property insurance, you may, if you choose, obtain equivalent limits of replacement insurance. This replacement insurance will protect your interests, but you are under no obligation to obtain replacement insurance which will also protect my interests. THE INSURANCE YOU PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE ME LESS COVERAGE THAN INSURANCE I COULD PURCHASE MYSELF. Any amount you advance will be secured by the Vehicle and will be subject to a Finance Charge at the Annual Percentage Rate of this Contract. At the time of the advance, I will be notified in writing of my options to repay the advance:

(i) in full within ten days of the notice;
(ii) along with my monthly payment;
(iii) if available, as a single monthly payment, one month following payment of all other amounts due under the Contract;
(iv) if available, as additional monthly payments, not exceeding the monthly payments due under the Contract;

Your payments on my behalf will not cure my failure to perform my promises in this Contract.

Optional Insurance or Service Contracts: This Contract may contain charges for optional insurance or service contracts. If the Vehicle is repossessed, I agree that you may claim benefits under these contracts and terminate them to obtain refunds for unearned charges.

Right to Demand Payment in Full: Upon the following events of default, you can require that the entire balance of my loan be paid at once, without prior notice or demand, if:

1. Any amount owing under this Contract or any other amount I owe you now or in the future is not paid by the day it becomes due; or
2. I break one of my promises under this Contract; or
3. I have made any false or misleading statement on this Contract and/or credit application; or
4. Your name does not appear as the only "lienholder" (claim) on any certificate of title issued now or in the future; or
5. The Vehicle is lost, stolen or damaged without adequate insurance coverage, or sold, or given away, or seized; or
6. I file bankruptcy or if any proceeding is instituted to seek relief from my debts; or
7. I die or become legally unable to manage my affairs; or
8. You, in good faith, believe that the prospects of payment or other performance under this Contract is impaired;
9. The Vehicle is seized by a third party (including, without limitation, a municipality or other governmental or quasi-governmental entity) because of the Vehicle's alleged or actual involvement in actual or alleged criminal or unlawful activity and/or where a forfeiture proceeding has been instituted in/before any federal, state or local court or any administrative body.

Right to Repossess: You can repossess (take) the Vehicle if one of the events of default (listed in the "Right to Demand Payment In Full" section) occurs. After my default, I will deliver the Vehicle, upon your request, or you can enter the premises where it is kept and take it yourself (as permitted by law), and you need not notify me before you do this. You can sell the Vehicle after repossession and apply the proceeds to the balance of what I owe after deducting your reasonable repossession, storage, repair, preparation for sale and selling expenses. You will send me reasonable notice by mail of any sale of the Vehicle. If my Default consists solely of a failure to make timely payments, I may have certain rights to stop the sale of my Vehicle even after you repossess it if I make timely tender of the amount required to redeem the Vehicle.

CONSUMER FRAUDS

To recover any articles I claim are not part of the Vehicle but which were left in the Vehicle, I must notify you in writing within 10 days after repossession. Failure to claim and take possession of these items promptly will be an abandonment of them.

If the sale does not cover all that I owe, I will be responsible for the amount still owed. If there is any surplus money it will be refunded to me.

Trade-In and Downpayment: I guarantee that I own the vehicle traded in, if any, and that it is free from any lien or security interest not shown in the "Trade-In" section of the "Itemization of Amount Financed." I also represent that I have made the downpayment and have not borrowed it.

Title and Security Interest: If the Vehicle is already titled or is to be titled, I guarantee that I am or will be the registered owner and your security interest shall appear as the only security on any certificate of title now or in the future issued. I agree that you can apply for certificates of title to show your security interest and I agree to assist you in doing so. I also give you permission to file a financing statement (notice of your security interest filed for public record) covering your security interest without my signature on it.

Waivers and Releases: You can waive or delay enforcing any of your rights without losing them. You can waive or delay enforcing a right as to one of us without waiving it as to the other. You need not give anyone notice of the waiver, delay or release. Your failure to file a security interest, failure to keep the Vehicle insured, release of a security interest or granting extensions of time of payment shall not affect my obligation under this Contract.

Applicable Law: This Contract shall be governed by New York Law except for its conflict of law provisions. If any provision is found to be ineffective under any law or regulation, the remainder will still be binding and effective.

(The following notice shall not apply to any sale for other than personal, family, or household use.)

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.

Warranties and Representations: I warrant and represent that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and I will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted. I agree to promptly inform you of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

WARRANTIES: If this Contract involves the sale of a new Vehicle, the Seller makes no warranty, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, unless Seller has given Buyer a separate written warranty or unless Seller enters into a service contract with Buyer within 90 days from the date of this Contract, or except for any warranty set forth in the Buyer's Guide for Used Cars.

IF THIS CONTRACT INVOLVES THE SALE OF A USED VEHICLE, AS DEFINED UNDER 16 CFR PART 455, THE INFORMATION I 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.

ASSIGNMENT

FOR VALUE RECEIVED, receipt whereof is hereby acknowledged, the Seller hereby sells, transfers, assigns and sets over to the Assignee named on the face hereof, its successors and assigns, or any subsequent assignee, all right, title and interest in and to the Contract and to the Vehicle described in the Contract, and to all monies due and to become due under the Contract; any guaranty made in connection with the Contract, and all rights and remedies under said Contract, with power in the Assignee to assign the same, either in Assignee's own name, or in the name of the Seller, for the Assignee's exclusive benefit, and to take all such legal or other proceeding as the Seller might have taken, except for this Assignment. Seller, to induce the Assignee to purchase the Contract, warrants that the Contract is genuine, unamended and enforceable without defense or counterclaim, and the Contract accurately reflects the transaction in all respects, that all parties to the Contract are over eighteen years of age, have the legal capacity to execute the Contract and that all signatures are genuine, that the Buyer (or Co-Buyer) has accepted delivery of the Vehicle and it is titled to the Buyer (or Co-Buyer), that the Vehicle is properly described in the Contract, that the downpayment has been paid to Seller in cash, and not its equivalent (except as specifically shown in the Contract) and has not been borrowed from the Seller or a loan arranged for or procured on behalf of the Buyer by the Seller or anyone connected with the Seller, that the amount allowed by the Seller for any property taken in trade is correctly stated, that the Assignee is acquiring a purchase money security interest in the Vehicle free and clear of any lien, claim and encumbrance, and that the Seller has the power to assign the Contract to the Assignee. Seller covenants and warrants that the Buyer was

DaimlerChrysler

SAFETY RECALL – TRANSAXLE FLOOR SHIFTER IGNITION/PARK INTERLOCK

Dear DaimlerChrysler Vehicle Owner:

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

DaimlerChrysler Corporation has decided that a defect, which relates to motor vehicle safety, exists in some of the following vehicles equipped with a floor mounted shifter and an automatic transaxle:

- **1993 through 1999 model year Chrysler Concorde, LHS and 300M, Dodge Intrepid and Eagle Vision**
- **1995 through 1999 model year Chrysler Cirrus and Dodge Stratus**
- **1996 through 1999 model year Chrysler Sebring Convertible and Plymouth Breeze**

NOTE: Some of the above vehicles were involved in a previous recall which did not fully correct the ignition/park interlock system.

The problem is... **The transaxle floor shifter ignition/park interlock system on your vehicle (identified on the enclosed form) may become inoperative. This may allow the shifter to be moved out of the "Park" position with the ignition key removed (or in the "Lock" position). It may also allow the ignition key to be removed when the shifter has not been placed in the "Park" position. If the shifter is not in the "Park" position, these conditions could allow the vehicle to roll away and cause a crash without prior warning.**

What DaimlerChrysler and your dealer will do... **DaimlerChrysler will repair your vehicle free of charge (parts and labor).** To do this, your dealer will inspect the shift interlock system and either modify or replace the transaxle shifter as required. Shifter modification will take about ½ hour to complete. Shifter replacement, if necessary, will take about one hour. However, additional time may be necessary depending on how dealer appointments are scheduled and processed.

What you must do to ensure your safety...

- **Simply contact your dealer** right away to schedule a service appointment.
- **Bring the enclosed form with you to your dealer.** It identifies the required service to the dealer.

If you need help... If you have questions or concerns which your dealer is unable to resolve, please contact DaimlerChrysler at 1-800-853-1403.

If you have already experienced this condition and have paid to have it repaired, you may send your original receipts and/or other adequate proof of payment to the following address for reimbursement: DaimlerChrysler, P.O. Box 610207, Port Huron, MI 48061-0207, Attention: Reimbursement.

If your dealer fails or is unable to remedy this defect without charge and within a reasonable time, you may submit a written complaint to the Administrator, National Highway Traffic Safety Administration, 400 Seventh Street, S.W., Washington, DC 20590, or call the toll-free Auto Safety Hotline at 1-888-327-4236.

We're sorry for any inconvenience, but we are sincerely concerned about your safety. Thank you for your attention to this important matter.

Buckle up for Safety

Customer Services Field Operations
DaimlerChrysler Corporation
C45

... to lessors receiving this recall: Federal regulation requires that you forward this recall notice to the lessee within 10 days.

THE ATTACHMENTS TO THIS DOCUMENT HAVE BEEN REMOVED TO PROTECT UNWARRANTED INVASION OF PERSONAL PRIVACY PURSUANT TO EXEMPTION 6 OF THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(b)(6).