

From:

Parrish, FL

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

July 15, 2016 NEF-010
CL-10888398-5553

JUL 21 2016

To: The Administrator,
National Highway Traffic Safety Administration,
1200 New Jersey Ave, SE, Washington, DC 20590

All Lease payments for Volkswagen Passat
VIN 1VWAT7A38EC [REDACTED]

are current (never late) up to and including
July, 2016 payments. Have not had use
of car since April, 2016

Included
in
mailing:

1. Motor Vehicle Lease Agreement (3/29/14)
2. Volkswagen Safety Recall letter dated April 2016
3. Motor Vehicle Defect Notification

Motor Vehicle Defect Notification

(Please print clearly in ink. If you do not wish to receive letters or other written solicitations from private attorneys, check below)

☐ I DO NOT WISH TO RECEIVE WRITTEN SOLICITATION MATERIALS FROM AN ATTORNEY

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

- ☒ The vehicle has been out of service at least 15 days to repair one or more substantial defects.
☐ 3 or more repair attempts have been made to repair the same substantial defect or condition.

Description of continuing defect(s) or condition(s)

Safety Recall 69M9 Takata
SPI Driver Frontal Airbags NHTSA 16V078

(NOTE: this is not a complete description; the manufacturer should ascertain all repair information.)

I am requesting that you make a final attempt to correct the continuing substantial defect(s) or condition(s).

Vehicle Make Volkswagen Model Passat Wolfsburg Year 2014
VIN 1VWAT7A38EC Date of Delivery 3/29/14

Name and City/State of selling dealer or leasing company (if applicable) BOAST MOTORS INC.
4827 14th ST West BRADENTON, FL 34207

Name and City/State of authorized service agent(s) attempting previous repairs BOAST MOTORS INC.
4827 14th ST West BRADENTON, FL 34207

Consumer

Address

PARRISH, FL

Home phone

Work phone

Signature

Date Mailed

7-13-16

White—manufacturer's copy, send by registered (return receipt requested) or express mail. Yellow—consumer's copy, keep for your records.

Pink—Attorney General's copy, send by regular mail.

(2/06) SMD

IMPORTANT SAFETY RECALL



Volkswagen of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

April 2016

[REDACTED]
PARRISH, FL [REDACTED]

IMPORTANT!

SAFETY RECALL 69M9 – TAKATA SDI DRIVER FRONTAL AIRBAG

This notice applies to your vehicle: 1VWAT7A38EC [REDACTED]

NHTSA: 16V078

Your vehicle is identified as subject to the safety recall described in this letter. A **RECALL REPAIR IS NOT YET AVAILABLE**. You will receive a follow-up letter once it is confirmed that your dealer has parts & repair instructions available to address this safety recall.

Dear Volkswagen Customer,

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. Volkswagen, based on information received from Takata, has decided that a defect, which relates to motor vehicle safety, exists in certain 2007-2014 model year Volkswagen vehicles equipped with a Takata SDI driver frontal airbag.

Takata has reported that the driver frontal airbag inflator could potentially rupture if the vehicle is involved in a crash where the frontal airbags are designed to deploy. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material, which may result in serious injury or death to vehicle occupants.

While there are no known incidents of any ruptured SDI airbag inflators in any Volkswagen vehicle worldwide, we are planning to conduct this recall as a precautionary measure.

Our records show that you are the owner of a vehicle affected by this action.

Please note that at the present time we do not have replacement parts available. Volkswagen will notify you by another letter as soon as we can perform this recall on your vehicle.

If you are the lessor and registered owner of the vehicle identified in this action, the law requires you to forward this letter immediately via first-class mail to the lessee within ten (10) days of receipt. If you have changed your address or sold the vehicle, please fill out the enclosed prepaid Owner Reply card and mail it to us so we can update our records.

69M9 VW USA

IMPORTANT SAFETY RECALL

To check your vehicle's eligibility for repair under this or any other recall/service campaign, please click on the **Look Up Recalls** link at [REDACTED] and enter your Vehicle Identification Number (VIN) into the **Recall/Service Campaign Lookup** tool.

If you should have any questions about this communication, please contact Customer CARE, Monday through Friday from 8AM to 10PM EST and Saturday from 9AM to 5PM EST by phone at 800-893-5298. You are also welcome to e-mail or chat through the "Contact Us" page [REDACTED]

If you still cannot obtain satisfaction, you may file a complaint with: The Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue, SE., Washington, DC 20590; or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153); or go to <http://www.safercar.gov>.

Sincerely,

Volkswagen Customer Protection

If you are the lessor and registered owner of the vehicle identified in this action, the law requires you to forward this letter immediately via first-class mail to the lessee within ten (10) days of receipt. If you have changed your address or sold the vehicle, please fill out the enclosed prepaid Owner Reply card and mail it to us so we can update our records.

Motor Vehicle Lease Agreement - Closed End

☒ Monthly Payment Lease ☐ Single Payment Lease

1 Lessor Name and Address

Lessee(s) Name(s) and Address(es)

BOAST MOTORS INC
4827 14TH STREET WEST
BRADENTON, FL 34207

PARRISH FL

No.

County MANATEE

Date 03/29/2014

☐ Refer to the attached addendum for additional Lessees and their signatures.

☐ Business, commercial or agricultural purpose lease.

Notice. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.

By signing this Lease, you agree that the insurance you are required to provide under this Lease will be the Vehicle's primary insurance for liability and personal injury protection coverage and for all other purposes.

Description of the Leased Property (Vehicle)

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2014	VOLKSWAGEN	PASSAT	4D	1VWAT7A38EC	9
Equipped With:					
☒ New ☐ Used ☐ Demo					

Trade-In Vehicle and Its Allowance

Year	Make	Model	Gross Amount of Trade-In Allowance
N/A	N/A	N/A	\$ N/A
Prior Credit or Lease Balance - \$		N/A	**Net Trade-In Allowance = \$ 0.00 (If less than zero, enter zero)

Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery (Itemized below) \$ 1000.00	Payments a. Monthly Payments. Your first monthly payment of \$ 239.88 is due on 03/29/2014 followed by 35 payments of \$ 239.88 due on the 28TH of each month. The total of your monthly payments is \$ 8635.68. b. Single Payment. Your payment of \$ N/A is due on N/A	Other Charges (Not part of your monthly or single payment) Disposition fee (if you do not purchase the Vehicle) \$ 350.00 N/A \$ N/A N/A \$ N/A N/A \$ N/A N/A \$ N/A N/A \$ N/A Total \$ 350.00	Total of Payments (The amount you will have paid by the end of the Lease) \$ 9745.80
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* Itemization of Amount Due at Lease Signing or Delivery

Amount due at Lease signing or delivery:	Capitalized Cost Reduction \$ 645.23	SALES TAX \$ 46.39	
First Monthly Payment + \$ 239.88	N/A	N/A	
Single Payment + \$ N/A	RENTAL SURCH + \$ 60.00		
Refundable Security Deposit(s) + \$ N/A	N/A	N/A	
Registration fees + \$ N/A	N/A	N/A	
Title fees + \$ N/A	TIRE/BAT FEE + \$ 8.50		
Acquisition fee + \$ N/A	N/A	N/A	
Documentation fees + \$ N/A	Total = \$ 1000.00	---> Total = \$ 1000.00	

Your Payment is Determined as Shown Below:

Gross capitalized cost. The agreed upon value of the Vehicle (\$ 20147.90) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). \$ 21572.40	Rent charge. The amount charged in addition to the depreciation and any amortized amounts. + \$ 256.87
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost. - \$ 645.23	Total of base payments. The depreciation and any amortized amounts plus the rent charge. = \$ 8108.64
Adjusted capitalized cost. The amount used in calculating your base payment. = \$ 20927.17	Lease Term. The number of months in your Lease. 36
Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base payment. - \$ 13075.40	Lease payments. The number of payments in your Lease. + 36
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease Term. = \$ 7851.77	Base Payment = \$ 225.24
	Sales/use tax + \$ 14.64
	Total payment = \$ 239.88

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and mileage in excess of 10000 miles per year at the rate of \$.20 per mile. (Excess Mileage Charge)

☒ Purchase Option at End of Lease Term. If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for \$ 13075.40 and a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay.

Other Important Terms. See Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle \$ 20147.90	Extended Warranty and Service Contract \$ N/A	Acquisition fee \$ 625.00
Sales or Use Tax and any other applicable taxes \$ N/A	Documentation fee \$ 599.50	N/A \$ N/A
Title, License and Registration fees \$ 200.00	Outstanding Prior Credit or Lease Balance and Negative Equity \$ N/A	N/A \$ N/A
		Total \$ 21572.40

Additional Protections

Other Terms

You may buy any of the following voluntary protection plans. They are not required as part of this Lease and will not be a factor in our decision to lease the Vehicle to you.

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

☐ Service Contract

Term N/A

Price \$ N/A

Coverage N/A

☒ Gap Waiver or Gap Coverage

NOTICE: VW Credit Leasing, Ltd. (VWCL) has assigned to VCI Account Services, LLC its rights under this lease to (1) acquire the Vehicle, and (2) sell the vehicle if it is subsequently purchased from VWCL. None of VWCL's obligations have been assigned. You agree to pay charge of \$15 for any payment returned unpaid, if allowed by state law. Waiving of GAP Amount - If the Vehicle is declared a total loss by Your insurance carrier, regardless anything stated on reverse, we will terminate the lease if all the terms of the lease and

Lease term. The number of months in your Lease. 36
Adjusted capitalized cost. The amount used in calculating your base payment. \$ 20927.17
Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base payment. \$ 13075.40
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease Term. \$ 7851.77
Lease payments. The number of payments in your Lease. 36
Base Payment \$ 225.24
Sales/use tax \$ 14.64
Total payment \$ 239.88

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and mileage in excess of 10000 miles per year at the rate of \$.20 per mile. (Excess Mileage Charge)

Purchase Option at End of Lease Term. If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for \$ 13075.40 and a purchase option fee of \$ N/A. The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay.

Other Important Terms. See Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle	\$ 20147.90	Extended Warranty and Service Contract	\$ N/A	Acquisition fee	\$ 625.00
Sales or Use Tax and any other applicable taxes	\$ N/A	Documentation fee	\$ 599.50		\$ N/A
Title, License and Registration fees	\$ 200.00	Outstanding Prior Credit or Lease Balance and Negative Equity	\$ N/A		\$ N/A
				Total	\$ 21572.40

Additional Protections

You may buy any of the following voluntary protection plans. They are not required as part of this Lease and will not be a factor in our decision to lease the Vehicle to you.

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

Service Contract

Term N/A
Price \$ N/A
Coverage N/A

Gap Waiver or Gap Coverage

Term N/A
Price \$ N/A
Coverage 0.00

Mechanical Breakdown Protection (MBP)

Term N/A
Price \$ N/A
Coverage N/A

Extended Warranty

Term N/A
Price \$ N/A
Coverage N/A

N/A

Name Date

N/A

Name Date

Additional Terms

Additional Fees and Charges. Information about a Security Deposit and a Late Charge can be found in the Additional Lease Terms section. In addition to the other amounts promised in this Lease, you agree to pay the following.

- Vehicle Return Fee. You will pay us a Vehicle Return Fee of \$ 350.00 if this Lease is terminated before the end of the scheduled Lease Term and the Vehicle is returned to us or to our agents. This Fee will not apply if the Lease ends early by your purchase of the Vehicle.
- Disposition Fee. You will pay us a Disposition Fee of \$ 350.00 when you return the Vehicle at the end of the scheduled Lease Term. This Fee will not apply if the Lease ends early or if you buy the Vehicle at the end of the Lease Term (if you have that option).
- Official Fees and Taxes. The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly (or single) payment or assessed otherwise: \$ 781.93. The actual total of fees and taxes may be higher or lower, depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

Service Charge for Unclaimed Security Deposit Refunds. Unless prohibited, if we send you a check after this Lease ends to refund the remaining portion of any Security Deposit and you do not collect that check within six months, you agree that we may deduct a monthly service charge of \$0.00 from the remaining portion of any Security Deposit until it is gone or otherwise refunded to you.

Warranties. The Vehicle is subject to the following express warranties that apply to this Lease.

The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.

NA

By signing this Lease, you acknowledge receiving a copy of the above written warranties. You understand that we (the Lessor) make no express or implied warranties other than those described above (if any). Except as required by law, the Lessor makes no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. Except as provided above, you will take the Vehicle as is and with all faults.

Other Terms

NOTICE: VW Credit Leasing, Ltd. (VWCL) has assigned to VCI Account Services, LLC its rights under this Lease to (1) acquire the Vehicle, and (2) sell the vehicle if it is subsequently purchased from VWCL. None of VWCL's obligations have been assigned. You agree to pay charge of \$15 for any payment returned unpaid, if allowed by state law. Waiving of GAP Amount - If the Vehicle is declared a total loss by Your insurance carrier, regardless anything stated on reverse, we will terminate the lease if all the terms of the lease and insurance requirement including payment of the deductible are met.

Notices

Notice. You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle.

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

Arbitration. This Lease contains an Arbitration Agreement that affects your rights. By signing this Lease, you agree to the terms of the Arbitration Agreement.

Signatures

Entire Agreement. Your and our entire agreement is contained in: (a) this Lease; and (b) any related agreement between you and us about conditions that must be satisfied at the time you sign this Lease.

Date 03/29/2014

Name Date

Notice to Lessee. (1) Do not sign this Lease before you read it or if it contains any blank spaces; (2) You are entitled to a completely filled-in copy of this Lease. By signing below, you agree to the terms on pages 1 and 2 of this Lease. You received a copy of this Lease and you signed it.

Date 03/29/2014

Name Date

Lessor's Acceptance. By signing below, Lessor agrees to the terms and conditions of this Lease.

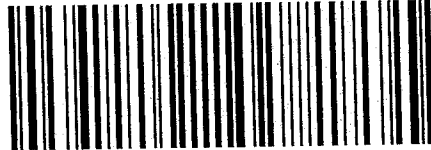
- Lessee DL Inspection. The Lessor inspected each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive by the state of his/her residence.
- Assignment. Lessor assigns this Lease and all rights and title to the Vehicle to the Assignee identified below (if any). This assignment is subject to any separate Assignment Agreement between the Lessor and Assignee.

Assignee Name VW CREDIT LEASING LTD

Address 1401 FRANKLIN BLVD
LIBERTYVILLE IL 60048

Phone
Name ENELATH, TY FI PRIMARY
Title FINANCE MANAGER
Date 03/29/2014

PLACE STICKER AT
OF THE RETURN ADDRESS, FOLD HERE
CERTIFIED MAIL®



7015 0640 0002 5611 0310

Parish, R.,

The Administrator
National Highway Safety Administrator
1200 New Jersey Ave., SE.
Washington, D.C.

W40-304

20590

