

INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)



U.S. Department of Transportation
National Highway Traffic Safety Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received	Repository <input type="checkbox"/>
06-JUL-2017 AUG 8 ' 2017	Reference No. 11003270

OWNER INFORMATION (Type or Print)

Name	[REDACTED]		
Address	[REDACTED]		
City	State	Zip Code	
WEST HAVERSTRAW	NY	[REDACTED]	

Daytime Telephone Number	E-mail Address
[REDACTED]	
Evening Telephone Number	

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side 5XYZGDAB1CG [REDACTED]	Make HYUNDAI	Model SANTA FE	Model Year 2012
Date Purchased	Dealer's Name and Telephone Number	Engine: No: Cylinders	Fuel Type:
Original Owner <input type="checkbox"/>	Dealer's City	State	Zip Code
Transmission Type	<input type="checkbox"/> Antilock Brakes <input type="checkbox"/> Cruise Control	Powertrain	Multiple Failure: Incident Date(s) 19-JUN-2017

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Code: 060000 ENGINE (PWS)	Failure Mileage 43000	Failure Speed 45
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ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make	Tire Model (Name or Number)	Tire Size (Example P215/65R15)
DOT No. (Example: DOTM19ABC036)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair	Failure Location:
Tire Component Code	Tire Failure Type:	

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:	Date Manufactured:	Model No./Name:
Seat Type:	Installation System:	
Child Seat Component Code:	Failed Part:	

APPLICABLE INCIDENT INFORMATION

Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured	Number of Deaths	Reported to Police N
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Narrative Description of Incident(S), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2012 HYUNDAI SANTA FE. WHILE DRIVING 45 MPH, THERE WAS AN ABNORMAL NOISE COMING FROM THE ENGINE. THE CONTACT STATED THAT THE VEHICLE LOST MOMENTUM BUT NEVER STALLED. THE VEHICLE WAS TAKEN TO ROCKLAND HYUNDAI (LOCATED AT 140 NEW YORK ROUTE 59, NANUET, NY 10954, TEL: 845-402-8623) WHERE IT WAS DIAGNOSED THAT THE ENGINE SEIZED AND NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 43,000. UPDATED 08/09/17* LJ

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

7/21/17

The following are documents to support case # [REDACTED] for the National Highway Traffic Safety Administration.

Thanks,

[REDACTED]



Department of Motor Vehicles

VEHICLE SAFETY & CLEAN AIR

PO BOX 2700 • EMPIRE STATE PLAZA • ALBANY, NY 12220-0700

AUG 8 2017

[Redacted]

July 5, 2017

West Haverstraw NY [Redacted]

Facility Name: Rockland Hyundai

Facility No: 7113604

Case No: [Redacted]

WE ARE UNABLE TO TAKE FURTHER ACTION ON YOUR COMPLAINT BECAUSE:

- (x) The complaint does not come within the jurisdiction of the Motor Vehicle Repair Shop Act, Dealer or Inspection Station Regulations.
- () The Regulation provides that we may only process complaints regarding repairs which have been made within the prior 90 days or 3,000 miles, whichever occurs first.
- () You are unable to provide supporting documents to substantiate your allegations.
- (x) OTHER: ---A dealer is responsible for the condition of a car at the time of sale in March 2015 @ 21622 miles and through the Lemon Law period of 90 days 4000 miles. The Lemon Law is a program of the NYS Attorney General.
 ---Per the paperwork you supplied, you have driven the car to ~ 43000 miles - beyond the criteria of a dealer sale and the Lemon Law.
 ---Manufacturer's warranties have terms / conditions which have to be met before the manufacturer will provide repairs at limited or no cost. I suggest that you contact Hyundai itself about its warranty coverage.
 ---The Department does not address manufacturing or design problems including engine issues. The National Highway Traffic Safety Administration is the federal agency responsible for defect investigations / car recalls. > nhtsa.gov
 ---You may find more information by doing a GOOGLE search of the issue.
 ---The Department cannot seek restitution for civil damages - your allegation that you have been without the use of your car.

Sincerely,
Edward Eckersdorff
Edward Eckersdorff 048 EE
Consumer Services Representative I
518 474 8943 x1

PRODUCT BULLETIN

Bulletin #: FP-16_01–MIGHTY (RV)
Customer: All Mighty Customers
Date: February 26, 2016
Subject: Hyundai/Kia Oil Filter Coverage Program Update

Dear valued customer,

In an effort to ensure our customers are well informed, we continuously monitor the automotive marketplace for business drivers as well as potential business restraints; filter product trends, automotive landscape, economic indicators, and any changes in OEM requirements.

Over a recent period, we have been tracking a number of aftermarket news items centering on several occurrences of various aftermarket-manufactured spin-on oil filters showing evidence of over-pressurization on 2012-2016 Kia and Hyundai applications. An over-pressurized spin-on oil filter is the result of the engine oil lubrication system pressure (normal engine operating system is 40-60PSI) exceeding the spin-on oil filter specifications. There are a number of reasons that engine oil pressure would increase dramatically and exceed the PSI rating of an oil filter. However, a vehicle/engine manufacturer would be in a better position to share expertise on the subject.

Our pledge is that we stand behind the quality and performance of our products under normal engine operating conditions. When properly installed to the required 12Nm torque rating, our application (TecSelect, Engine Guard II, Mighty Max) for these particular vehicles (T4612, M4612, MX4612) has been designed and engineered to comply with vehicle manufacturer engine requirements under normal engine operating conditions. We employ discriminating quality control measures and controlled-testing rigor on all our products.

We appreciate your trust in our products and we are grateful for your business. Your questions or inquiries are welcome. Please contact your sales representative.



(Continued)

Tony said the cause of the motor been collapsed is because where I took my car for an oil change. I consulted with ~~costs~~ another mechanic and told me the oil was fine. The car is still at the dealer ship. Tony said that that he will look for an used motor. I think that I am a victim of fraud. This ~~cost~~ car dealer ship should be investigated. I am paying ~~400~~ 399.00 dollars monthly of a car that is now not working. I demand that the Rockland Hyundai pay me for the expenses this motor will cost me and the days that I have not been with transportation.

WHAT ACTION WOULD YOU LIKE THE VENDOR/COMPANY TO TAKE TO RESOLVE YOUR COMPLAINT? Explain:

I want Rockland Hyundai to pay for the motor expenses and the days that I have been without a car.

Use Additional Sheets if Necessary

Would you be available to appear and testify at a hearing if one were held to investigate this complaint? YES NO

Please enclose a COPY of any supporting documents such as:

- ✓ 1. Proof of payment, i.e. cancelled checks, paid receipts
- ✓ 2. Contract, estimate or invoice
- 3. Authorization to perform work
- 4. Advertisement / Circular
- 5. Any correspondence relative to this complaint
- 6. Warranty / Guarantee

Check if additional sheets have been attached

I understand that a copy of this form and any or all enclosed information may be sent to the facility(vendor) shown on the front of this form.

False statements made herein are punishable as a Class "A" Misdemeanor pursuant to section 210.45 of the penal law.

Received

JUN 26 2017

Signature

Date

6/22/17



140 West Route 59 - Nanuet, NY 10954
(845) 627-1300 - Fax: (845) 507-0760

SERVICE DEPARTMENT HOURS
7:30 a.m. to 5:00 p.m.
Monday - Friday
8:00 a.m. to 2:00 p.m. Saturday

R/O Open Date	R/O Number
6/19/17	
R/O Close Date	Status
6/29/17	Pre-Invoice
Mileage In	Mileage Out
45705	45705
Service Advisor / Tag #	
anthony mehlig/8824	
Vehicle Identification Number	
5XYZGDAB1CG	
Delivery Date	In-Service Date
3/14/15	4/24/12
Color	License Number
GRAY	

WEST HAVERSTRAW, NY			Work Phone		
			Home Phone		
Year	Make	Model	Body		
2012	HYUNDAI	SANTA FE G			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>Email: [REDACTED]</p> <p>#1 - CUST: CUSTOMER STATES VERY LOUD TAPPING SOUND COMING FROM ENGINE WHILE DRIVING THEN ENGINE TURNED OFF Caused by TECH CHECKED AND FOUND ENGINE KNOCKING TOOK PICTURES SUBMIT TO HYUNDAI AND FOUND NEEDS ENGINE. HYUNDAI DECLINED REPAIR OF ENGINE BUT WOULD GOODWILL PARTS CUSTOMER NEEDS TO PAY Tech: AMAURY DELEON (A35) FOR LABOR CUSTOMER DECLINED REPAIRED HAD TOWED OUT</p>	Internal
<p>#2 - HE99P: ADVISOR STATES PERFORM MULTI-POINT AND WALK AROUNDINSPECTION Tech: AMAURY DELEON (A35)</p>	Internal
<p>#3 * REC947: REC947 ADDED OPERATION Caused by 50CA12R0 APPLYING CAVITY WAX & BLACK UNDER COAT TO THE UNDERBODY (Cma) 0.8 M/H 62400-2B000 Q55 ZZ8 Tech: AMAURY DELEON (A35) Kit: KITWAX946: CAMPAIGN 946 Installed 00232-19034 :RUST PREVENTIVE VG-101 (CAV Installed 00232-19035 :UNDERCOATING AEROSOL RECALL 947 PERFORMED</p>	Warranty Warranty Warranty Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's (liability) is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

THANK YOU FOR PUTTING TRUST WITH THE ROCKLAND HYUNDAI SERVICE DEPARTMENT. YOU MAY RECEIVE A SURVEY FROM "HYUNDAI MOTOR AMERICA" IF FOR ANY REASON YOU CANNOT SCORE US A "10" PLEASE CONTACT OUR PARTS & SERVICE DIRECTOR ED AVILA (854) 627-1300.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



Wells Fargo Dealer Services
 For Return Mail Only
 PO Box 25341
 Santa Ana, CA 92799-5341

A3CLSCDTW5 010360



[Redacted]
 [Redacted]
 WEST HAVERSTRAW NY [Redacted]

Payment summary

Payment due date	06/28/17
Current payment due	\$394.96
<i>After 07/08/17, a late charge may apply.</i>	
Total amount due	\$394.96

Activity since your last statement on 05/08/17

Date	Description	Amount
05/30/17	WF Store payment	\$400.00
	Principal	\$297.44
	Interest	\$102.56

Account Statement

Statement date	06/08/17
Account number	[Redacted]
Collateral	2012 Hyundai Santa Fe
Interest rate	6.990%
Monthly payment	\$399.44
Maturity date	06/28/21
Daily interest	\$3.25
Payoff as of 06/09/17	†\$17,009.47

† This payoff quote is valid provided no additional transactions are posted to your account. Please include the daily interest amount of \$3.25 for each additional day after 06/09/17 and call us for payoff instructions.

Please see reverse side for important information regarding your account.

Customer Service

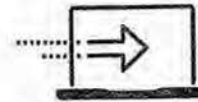
Telephone
 1-800-289-8004
 We accept telecommunications relay service calls.

Hours of operation
 Monday – Friday
 5:00 a.m. – 7:00 p.m.
 Pacific Time

Online
wellsfargodealerservices.com

Payments
 Wells Fargo Dealer Services
 PO Box 17900
 Denver, CO 80217-0900

Correspondence
 Wells Fargo Dealer Services
 MAC T9017-026
 PO Box 168048
 Irving, TX 75016-8048



Skip the check

Streamline your monthly bill payments and add convenience to your life through our **Automatic Loan Payment (ALP)** program. We'll debit your checking or savings account for you each month.

Sign on to **eServices** to enroll, or update your ALP online. Not an eServices user? Register for eServices, and then enroll in ALP.

3042379-007 4/17

A3CLSCDTW5 010360 1NNNNNNNNNN NN NN 001 001 020723 20446223.1

Received

JUN 26 2017

Consumer Protection



ROCKLAND HYUNDAI

140 Route 59 • Nanuet NY, 10954
 Tel: (845) 627-1300 • Fax: (845) 627-6900
 NYS Facility #7113604



HYUNDAI

DEAL #: 0014356

CUST # [REDACTED]

SOLD TO [REDACTED]

ADDRESS [REDACTED]

WEST HAVERSTRAW, NY [REDACTED]

YEAR	MAKE	MODEL	NEW, USED OR DEMO	VEHICLE IDENT. OR SERIAL NO.
2012	HYUNDAI	SANTA FE GLS	USED	5XYZ6DAB1CG [REDACTED]
SALESMAN		MILEAGE		
IAUIER CONO		21522 GRAY		

INSURANCE COVERAGE INCLUDES

- FIRE & THEFT PUBLIC LIABILITY - AMT.
 COLLISION - AMT. DEDUCTIBLE PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES	GROUP	DESCRIPTION	PRICE
<p>*DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE). THIS IS NOT A DMV FEE. *\$75.00*</p> <p>*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.</p> <p>USED VEHICLE CERTIFICATION</p> <p>"IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, ROCKLAND HYUNDAI, THE DEALER NAMED ABOVE, CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."</p>			

USED VEHICLE TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.
2011	HYUNDAI	SANTA FE GLS	5XYZ6DAB5BG [REDACTED]
BODY COLOR		STOCK NO.	
BL		[REDACTED]	

DATE 03/14/2015

INVOICE NO.	DEAL#/CUSTOMER#	STOCK NO.
[REDACTED]	[REDACTED]	[REDACTED]
SALESMAN NUMBER		566
DESCRIPTION	SALE	
HYUNDAI SANTA FE GLS	23480.00	
VEHICLE DEAL NO.		[REDACTED]
SALES TAX	8.375 ROCKLAND	465.41
LICENSE AND TITLE		125.00
DOC FEE		75.00
TOTAL CASH PRICE		24145.41
FINANCING		5012.59
INSURANCE		NA
TOTAL TIME PRICE		29158.00
TRADE ALLOWANCE		17922.83
TRADE PAYOFF		17922.83
TOTAL		11235.17
PAYMENT SCHEDULE		
75 @ \$ 399.44		
WELLS FARGO DEALER SERVICE		
DATE: 03/14/2015		
[REDACTED]		

DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE. THIS IS NOT A DMV FEE. +	75	00
WASTE TIRE MGMT FEE \$2.50 X 5 TIRES=	12	50
Registration Fee (Estimate) PASS • COMM • NEW • TRANS +	87	50
Inspection Fee +	37	50

"THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES".

THE TRADE-IN	
V.I.N. 5 X Y Z G D A B 5 B	
YEAR MAKE MODEL APPROX. PAY OFF ACCOUNT NO. BANK	
2011 HYUNDAI SANTA FE 7922.83	
Total Cash Price Delivered	\$ 6222.58
Customer Deposit \$500 Minimum**	NA
Plus Balance owed on Trade-In +	17922.83
Total Balance	\$ 24145.41

ALL TRANSACTIONS ARE SUBJECT TO PRIMARY LENDER APPROVAL
* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE.

DEALER INSTALLED PRODUCTS AND/OR ACCESSORIES THAT ARE NOT MANUFACTURED BY HYUNDAI MOTOR AMERICA ARE COVERED BY A SEPARATE WARRANTY. THEY ARE NOT COVERED BY A HYUNDAI WARRANTY OR BY ROCKLAND HYUNDAI.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

**A MINIMUM DEPOSIT OF 10% IS REQUIRED ON LOCATE, FACTORY OR SPECIAL ORDERED UNITS. DEPOSIT IS NON-REFUNDABLE. THE TOTAL REMAINING DEPOSIT ON ALL TRANSACTIONS MUST BE PAID WITHIN 48 HOURS FROM DATE ON THIS AGREEMENT. CUSTOMER MUST TAKE DELIVERY WITHIN 24 HOURS OF THE ESTABLISHED DELIVERY DATE OR ROCKLAND HYUNDAI HAS THE OPTION OF RETURNING THE VEHICLE TO STOCK AND REFUNDING DEPOSIT.

#	Rebate (If Applicable) —	
#	—	
#	—	
#	—	
TOTAL COD ▶		\$ NA

Estimated Delivery Date: 03/14/2015 Delvd. at _____
If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the buyer has the right to cancel this contract and to receive a full refund, unless the delay in delivery is attributable to the buyer.

NOTICE TO USED VEHICLE BUYER: If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay to you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles, as adjusted for mileage, improvements, and any major physical or mechanical defects, rather than the value listed in this agreement.

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

Rebates and special APR rates are based on factory deadlines. Your final rebate and/or APR rate is determined at time of delivery by whatever factory program is in effect at that time.

CREDIT CARDS WILL NOT BE ACCEPTED ON C.O.D. BALANCES.

DEPOSITS ARE NON-REFUNDABLE ON ALL APPROVED SALES • ALL CHECKS MUST BE CERTIFIED INCLUDING CREDIT UNION CHECKS

You should read all documents before you sign them to ensure you understand what you are signing.

TRADE-IN VEHICLE DECLARATION

I hereby certify that the emission control system on the vehicle I am trading in has not been tampered with and complies with Federal and State Emission Control Regulations. I also certify that there has been no frame, chassis repair, or welding to this vehicle. I represent and warrant that any car I trade to you is not a branded vehicle and no such brand (i.e.- Warranty Non-Conformity; Reconstructed; Non-USA-Std.; Exceeds Mechanical Limits; or Not Actual Mileage) appears on the Certificate of Title. You have told me you rely on this representation in accepting the trade in vehicle. I hereby attest that the mileage shown on my odometer is accurate and correct. I understand that my trade in value has been determined based upon its present condition and mileage and I realize that any material change in condition or excess mileage accumulation will result in a reevaluation of the trade-in prior to my taking delivery of the vehicle I am purchasing from you.

I have read the terms on the front and back of this agreement and have received a completed copy of this agreement, and I understand that the final payment must be made prior to any motor vehicle transactions and must be in **CERTIFIED OR CASHIER'S CHECK ONLY.**

No commitments were made to me by Rockland Hyundai or its representatives other than what appears in writing on this vehicle purchase agreement.

SALES MANAGER'S SIGNATURE: *Jose Sabido* DATE: 03/14/2015 BUYER'S SIGNATURE: _____ DATE: 03/14/2015



ODOMETER AND DAMAGE DISCLOSURE STATEMENT

FEDERAL AND STATE LAWS REQUIRE THAT YOU PROVIDE THE MILEAGE AND CONDITION OF THE VEHICLE DESCRIBED BELOW WHEN TRANSFERRING OWNERSHIP OF IT TO SOMEONE ELSE. IF YOU DO NOT GIVE THE MILEAGE AND CONDITION INFORMATION TO THE NEW OWNER, OR IF YOU GIVE FALSE MILEAGE INFORMATION, YOU MAY BE SUBJECT TO FINES AND/OR IMPRISONMENT.

ODOMETER READING				
2	1	6	2	2
(no tenths)				

The vehicle described below is equipped with an odometer that (please check one):

_____ has five digits, excluding tenths

X has six digits, excluding tenths

- 1. I certify that, to the best of my knowledge, this odometer reading reflects the **ACTUAL MILEAGE** as seen on the odometer of the vehicle described below.
- 2. I certify that, to the best of my knowledge, this odometer reading **"EXCEEDS MECHANICAL LIMITS."**
- 3. I certify that, to the best of my knowledge, this odometer reading is **"NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY."**

DAMAGE DISCLOSURE STATEMENT - CHECK ONE BOX

Making a false statement or failure to accurately disclose the salvage status of a vehicle may subject you to substantial civil fines in addition to any penalties under the Penal Law.

I certify that, to the best of my knowledge, this vehicle has been or has not been wrecked, destroyed or damaged to such extent that the total estimate, or actual cost, of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and for legal operation on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss. (Checking the "has" box means the vehicle must have an anti-theft examination before being registered and that the title issued will have the statement "Rebuilt Salvage: NY" on it.)

Vehicle Year 2012	Make HYUNDAI	Model SANTA F	Body Type WAGON 4 DOOR	Vehicle Identification Number 5XYZGDAB1C6 [REDACTED]
Seller's Signature (Sign Name in Full) →			Seller's Name (Print Name in Full) ROCKLAND HYUNDAI	
Mailing Address (Include Street Number and Name, Rural Delivery, Box and/or Apartment Number) 140 ROUTE 59 WEST				Apartment No.
City or Town NANUET		State NY	Zip Code 10954	Date of Statement 03/14/2015
New Owner → [REDACTED]			New Owner's Name (Print Name in Full) [REDACTED]	
Mailing Address (Include Street Number and Name, Rural Delivery, Box and/or Apartment Number) [REDACTED]				Apartment No.
City or Town WEST HAVERSTRAW		State NY	Zip Code [REDACTED]	Date of Statement 03/14/2015

WHITE COPY - DEPARTMENT OF MOTOR VEHICLES

YELLOW COPY - TRANSFEROR (SELLER)

PINK COPY - TRANSFEREE (BUYER)

Reorder from: SNYADS SERVICES (A Division of NYSADA Services), P.O. Box 7347, Albany, NY 12224-0347, 518-463-1148

MV-103 (Rev. 09/14) ©NYSADA, 2001

SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code) <u>ROCKLAND</u> [REDACTED] WEST HAVENSTRAM, NY [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code) <u>ROCKLAND</u> [REDACTED] WEST HAVENSTRAM, NY [REDACTED]	Seller-Creditor (Name and Address) ROCKLAND HYUNDAI 140 ROUTE 59 WEST MANUET, NY 10954
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2012	HYUNDAI SANTA FE	5XYZG0AB1CG [REDACTED]	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>	Total Sale Price <small>The total cost of your purchase on credit, including your down payment of</small>
4.999 %	\$ 5012.80	\$ 23945.41	\$ 26088.00	\$ 23945.41

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	399.44	Monthly beginning 04/28/2015
NA	NA	NA

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ <u>485.41</u> sales tax)	\$ <u>23945.41</u> (1)
2 Total Downpayment =	
Your trade-in is a <u>2011 HYUNDAI SANTA FE GLS 5XYZG0AB1CG [REDACTED]</u>	
Gross Trade-In Allowance	\$ <u>17922.83</u>
Less Prior Credit or Lease Balance (e)	\$ <u>17922.83</u>
Equals Net Trade In	\$ <u>NA</u>
+ Cash	\$ <u>NA</u>
+ Other <u>NA</u>	\$ <u>NA</u>
(If total downpayment is negative, enter "0" and see 4I below)	
	\$ <u>0.00</u> (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>23945.41</u> (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance	
Paid to Insurance Company or Companies	
Life	\$ <u>NA</u>
Disability	\$ <u>NA</u>
B Vendor's Single Interest Insurance	
Paid to Insurance Company	\$ <u>NA</u>
C Other Optional Insurance Paid to Insurance Company or Companies	
	\$ <u>NA</u>
D Fees Paid to Government Agencies	
to <u>NA</u> for <u>NA</u>	\$ <u>NA</u>
to <u>NA</u> for <u>NA</u>	\$ <u>NA</u>
to <u>NA</u> for <u>NA</u>	\$ <u>NA</u>
E Government Taxes Not Included in Cash Price	
	\$ <u>NA</u>
F Government License and/or Registration Fees	

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both

Credit Disability: Buyer Co-Buyer Both

Premium:

Credit Life \$ NA

Credit Disability \$ NA

Insurance Company Name NA

Home Office Address NA

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

NA NA

Type of Insurance Term

Premium \$ NA

Insurance Company Name NA

Home Office Address NA

NA NA

Type of Insurance Term

Premium \$ NA

Insurance Company Name NA

Home Office Address NA

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. I want the insurance checked above.

_____ NA

G	Government Certificate of Title Fees	\$	NA
H	Government Waste Tire Management Fee	\$	NA
I	Other Charges (Seller must identify who is paid and describe purpose)		
	to NA for Prior Credit or Lease Balance (e)	\$	NA
	to ROCKLAND HYUNDAI for DOCUMENTATION FEE	\$	75.00
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	to NA for NA	\$	NA
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$	75.00 (4)
5	Amount Financed (3 + 4)	\$	24145.41 (5)

X Co-Buyer Signature _____ Date _____
THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ _____ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge of \$ 20 if any check you give us is dishonored.

GAP Waiver Notice
 If this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss if the vehicle were not a total loss and you were to prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle immediately before the loss.

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 2 of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate. If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor.

Buyer Signature X _____ Co-Buyer Signature X _____

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before NA, Year NA. SELLER'S INITIALS _____

WARRANTIES
The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, under the certificate of servability that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City. Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose.

The following notice only applies to used vehicles bought in New York City:
IMPORTANT NOTICE TO BUYER
(A) STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
(B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
(C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.
(D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 80 LAFAYETTE STREET, NEW YORK, NEW YORK 10013. COMPLAINT PHONE: (212) 964-7777.

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X _____ Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

RETAIL INSTALMENT CONTRACT
Buyer Signs X _____ Date _____ Co-Buyer Signs X _____ Date _____
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____
Seller Signs _____ Date _____ By X Anna Lopez Title F&I MGR

Seller assigns its interest in this contract to WELLS FARGO DEALER SERVICES (Assignee) under the terms of Seller's agreement(s) with Assignee.
 Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller ROCKLAND HYUNDAI By Anna Lopez Title F&I MGR

ERICH'S TOWING

Central Highway
Stony Point, N.Y. 10980
(845) 222-2674

24 Hour Service

DATE <u>8/29/11</u>	TIME <u>1:30</u>	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	REQUESTED BY <u>Customer</u>	
LOCATION OF VEHICLE <u>Hwy 29 Nantux Rt 59</u>				
NAME [REDACTED]		PHONE [REDACTED]		
ADDRESS [REDACTED]		ZIP <u>10980 NY</u>		
MILEAGE		SERVICE TIME		EXTRA PERSON
FINISH		FINISH		FINISH
START		START		START
TOTAL		TOTAL		TOTAL
YEAR <u>2012</u>	MAKE/MODEL/COLOR <u>H1-261</u>		DRIVER	
STATE <u>NY</u>	LIC. NO. <u>5-X-114</u>	VEHICLE I.D. NO. <u>5Xy2G0A81CG</u>		
PROBLEM REPORTED		SERVICE RENDERED		SPECIAL EQUIPMENT
<input type="checkbox"/> LOCK OUT <input type="checkbox"/> FLAT TIRE <input type="checkbox"/> OUT OF GAS <input type="checkbox"/> WRECK <input type="checkbox"/> RECOVERY <input type="checkbox"/>		<input type="checkbox"/> SLING/HOIST TOW <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> FLAT BED/RAMP <input type="checkbox"/> START <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> SINGLE LINE WINCHING <input type="checkbox"/> DUAL LINE WINCHING <input type="checkbox"/> SNATCH BLOCKS <input type="checkbox"/> SCOTCH BLOCKS <input type="checkbox"/> DOLLY <input type="checkbox"/>
VEHICLE TOWED TO <u>Customer Home</u>				
REMARKS			MILEAGE CHARGE	
<u>PAYD IN FULL - ✓</u>			TOWING CHARGE	
			LABOR CHARGE	
			STORAGE CHARGE	
OPERATOR'S SIGNATURE [REDACTED]				
AUTHORIZED SIGNATURE				
			TOTAL	<u>\$ 93.00</u>

NO [REDACTED]

Thank You
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