

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY, ATTORNEY GENERAL,

Plaintiff,

v.

Civil Action No. 21-C-775
Judge Akers

MR. V & SONS PRE-OWNED
AUTO SALES, INC., a West Virginia Corporation,
SOHRAB VAGHEEI, its President, and
CAMRON VAGHEEI, its Vice-President,

Defendants.

COMPLAINT FOR INJUNCTION, CONSUMER RESTITUTION,
DISGORGEMENT, CIVIL PENALTIES,
AND OTHER APPROPRIATE RELIEF

Plaintiff, the State of West Virginia ex rel. Patrick Morrissey, Attorney General ("the State" or "Attorney General"), files this Complaint asking the court to permanently enjoin the above-named Defendants, Mr. V & Sons Pre-Owned Auto Sales, Inc., Sohrab Vagheei, and Camron Vagheei ("Mr. V" or "Defendants") from violating the West Virginia Consumer Credit and Protection Act ("WVCCPA"), W. Va. Code §§ 46A-1-101, *et seq.*, and other applicable consumer protection laws and regulations, and to enter a final order awarding the State such equitable relief as may be necessary to secure complete justice in this matter as authorized by W. Va. Code § 46A-7-108.

I. PARTIES

1. Plaintiff Patrick Morrissey is the Attorney General of the State of West Virginia and is empowered to enforce the provisions of the WVCCPA, W. Va. Code §§ 46A-1-101, *et seq.*, including the provisions that govern the sale and financing of motor vehicles.

2. Defendant Mr. V & Sons Pre-Owned Auto Sales, Inc. ("Mr. V") is a West Virginia corporation that was established on October 1, 2013. Mr. V is a licensed used motor vehicle dealer which is located at 6558 MacCorkle Avenue, S.E., Charleston, West Virginia 25304. *See* records on file with the West Virginia Secretary of State attached hereto as Exhibit 1 and incorporated by reference herein.

3. Defendant Sohrab Vagheei is the President and founder of Mr. V. He resides at 1 Port View Drive, Charleston, WV 25311.

4. Defendant Camron Vegheei is the Vice President of Mr. V. He resides at 1 Port View Drive, Charleston, WV 25311 and is the son of Sohrab Vagheei.

II. JURISDICTION AND VENUE

5. This court has jurisdiction to hear this matter pursuant to Article VIII, Section 6 of the West Virginia Constitution, W. Va. Code § 51-2-2, and W. Va. Code § 53-5-3.

6. Venue is proper in this court pursuant to W. Va. Code § 46A-7-114 and W. Va. Code § 56-1-1(a)(6).

III. INTRODUCTION

7. The Attorney General opened an investigation of Mr. V in March 2019, after a Gassaway woman complained that Mr. V failed to repair mechanical problems that occurred shortly after purchase.

8. Further inquiry disclosed that she made a down payment of \$3,400.00 and agreed to pay the balance of \$6,950.00 to Mr. V in 25 monthly installments of \$278.00. She also complained that Mr. V refused to provide her with a copy of the sales contract and finance agreement.

9. After intervention by the Attorney General, Mr. V rescinded the sale and refunded her down payment less \$300.00. The circumstances of this sale prompted the Attorney General to review previous complaints to determine if there was a pattern of similar conduct.

10. The Attorney General's records disclosed receipt of 19 formal complaints against Mr. V from June 6, 2014, through May 10, 2021.

11. Based upon the alleged actions of the Defendants as reported by the complainants, the pertinent sales documents, and interviews with the complainants, the Attorney General found reasonable cause to believe that Mr. V has engaged in a wide range of practices that violate the WVCCPA and other applicable state and federal consumer protection laws. These practices include but are not limited to the following:

(a) Selling vehicles without providing consumers with copies of any sales documents other than a receipt for cash payments;

(b) Failing to transfer and deliver the titles to the vehicles it sells to the buyer within 60 days from the date of sale;

(c) Selling vehicles on credit without providing consumers with a document disclosing the terms and conditions of financing as required by the federal Truth-in-Lending Act or with any documents at all;

(d) Providing Buyers Guides that limit its obligations to make repairs to 30% of parts and labor;

(e) Selling vehicles with rusted frames and other conditions that render them unsafe to drive and unable to pass legitimate state safety inspections;

(f) Selling vehicles "as-is" before such sales were permitted; and,

(g) Repossessing or threatening to repossess vehicles in the absence of a valid security interest.

12. After being advised of these concerns, Mr. V asked to meet, first by himself and later by counsel, with the State. Following the meetings, there were exchanges of emails with Mr. V's counsel in which the Attorney General sought to reach a voluntary resolution of the individual complaints and the broader regulatory concerns without litigation.

13. The Attorney General was unable to reach a satisfactory resolution of this matter with Mr. V, which led to the filing of this Complaint.

IV. BACKGROUND AND APPLICABLE LAW

14. Mr. V is a licensed dealer of used motor vehicles, as defined by W. Va. Code § 17A-6-1(a)(2). As such, it is subject to the provisions set forth in W. Va. Code § 17A-6-1 *et seq.*, as well as the West Virginia Legislative Rules for the Division of Motor Vehicles, 91 C.S.R. 6.

15. Mr. V engages in the sale and financing of used motor vehicles to consumers. As such, Mr. V's business practices are subject to the provisions set forth in the WVCCPA, which is enforced and regulated by the Attorney General pursuant to W. Va. Code § 46A-7-102.

16. Mr. V is a "merchant" as defined by W. Va. Code § 46-2-104(i) of the Uniform Commercial Code and as that term is used generally throughout the WVCCPA.

17. As a merchant engaged in the sale of used motor vehicles to consumers, Mr. V is subject to the provisions set forth in the FTC Used Motor Vehicle Trade Regulation Rule ("FTC Used Vehicle Rule"), 16 C.F.R. § 455, which requires car dealers to post a disclosure document called a Buyers Guide on the outside of all used vehicles that are offered for sale to notify consumers about the terms and conditions of the warranty on the vehicle.

18. A merchant engaged in the sale of motor vehicles must transfer and deliver the title to the buyer within 60 days from the date of sale, W. Va. Code § 17A-4-4.

19. Prior to July 1, 2019, merchants engaged in the sale of used motor vehicles to consumers were not permitted to sell vehicles “as is” or to exclude, modify or otherwise attempt to limit any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or to limit any remedy provided by law, including the measure of damages available, for a breach of warranty, express or implied, W. Va. Code § 46A-6-107.

20. The West Virginia Legislature enacted Senate Bill 543, codified at W. Va. Code § 46A-6-107a, which permits merchants to sell certain used motor vehicles “as is” subject to specified restrictions if:

- (a) The vehicle is inoperable and a total loss;
- (b) The vehicle has been custom built or modified for show purposes or racing; or
- (c) The vehicle is the following:
 - (i) Sold for less than \$4,000.00;
 - (ii) Driven more than 100,000 miles at the time sold; or
 - (iii) Seven years of age or older as calculated from January 1 of the designated

model year of the vehicle.

21. When applied to the sale of used motor vehicles, the term “merchantable” means that the vehicle must conform in all material respects to applicable state and federal standards of quality and safety, and the mechanical, electrical, and thermal components must be in good working order and operate properly in normal usage for a reasonable period of time, W. Va. Code § 46A-6-102(c).

22. Mr. V regularly engages in the extension of “credit” to consumers as defined by the WVCCPA, W. Va. Code § 46A-1-102(17).

23. Mr. V is a “creditor” as defined by the federal Truth-in-Lending Act (“TILA”) and Regulation Z, 15 U.S.C. § 1601(e) and 12 C.F.R. 226.2(a)(17), respectively, and is subject to the provisions set forth therein.

24. A dealer who extends credit, which includes so-called “Buy Here – Pay Here” sales, must disclose all the terms and conditions of financing in the manner and form required by TILA and Regulation Z.

25. A dealer that extends credit and seeks to use the vehicle as security for the loan must include a provision in the credit agreement that grants a “security interest” in the vehicle. This provision must inform the consumer that “You, the Buyer, are granting me, the Seller, a security interest in the property purchased” or use similar language and must include a complete description of the collateral that includes the make, model, manufacturer and serial number of the vehicle, W. Va. Code § 46A-2-107(4).

26. Even when a dealer has a valid security interest in the vehicle sold on credit, it may not accelerate the balance owed, demand or take possession of the vehicle, or commence any legal action unless the consumer has failed to make a scheduled payment for at least five days and the dealer has furnished the consumer with a notice of consumer’s right to cure default in the precise manner and form required by W. Va. Code § 46A-2-106.

27. The notice of consumer’s right to cure default must be sent by first class mail to the consumer’s last known address. The notice must contain the following information: the name, address and telephone number of the creditor to whom the payment or other performance is owed; a brief description of the transaction; a statement of the consumer’s right to cure the

default; the amount of the payment and other required performance; and the date by which the payment must be made or the other performance accomplished in order in order to cure the default, W. Va. Code § 46A-2-106.

28. The notice of consumer's right to cure default must also include or be accompanied by a notarized certification that substantially conforms to the following:

I, _____ (name of person certifying) the _____ (title of person certifying) of _____ (creditor's name), hereby certify that the notice of the consumer's right to cure default on which this certification appears (or to which this certification is attached was on this _____ day of _____ 20____, mailed to the persons(s) whose names appear herein (therein).

(Signature)

See W. Va. Code § 46A-2-106.

29. Mr. V engages in the collection of accounts in the regular course of business and, therefore, Mr. V is a "debt collector" as defined by W. Va. Code § 46A-2-122(c).

30. The conduct of a dealer that directly collects its own debts (i.e., from "Buy Here – Pay Here" financing) is governed by the WVCCPA, which prohibits a wide range of debt collection conduct that it deems abusive, harassing, coercive, oppressive, misleading, fraudulent, unconscionable, unfair, or deceptive. *See generally* Article 2 of the WVCCPA, W. Va. Code §§ 46A-2-122--129a.

31. Violations of TILA, Regulation Z, the FTC Used Vehicle Rule, the WVCCPA, and other state and federal regulatory laws intended to protect the public are deemed to be unfair or deceptive acts or practices, in violation of W. Va. Code § 46A-6-104.

32. A person or creditor that engages in repeated and willful violations of the WVCCPA is subject to a civil penalty of up to \$5,000.00 for each violation in accordance with W. Va. Code § 46A-7-111(2).

V. STATEMENT OF FACTS

33. The Attorney General's concerns about Mr. V's practices are not limited to the formal complaints that were received as it is evident that the practices affected other consumers who purchased vehicles from Mr. V. A summary of known meritorious complaints is included for illustrative purposes.

Complaint of Jimmy Baisden – Filed March 7, 2018

34. Jimmy Baisden of Seth, WV purchased a 2000 Chevy Silverado truck from Mr. V on July 24, 2017, for \$3,995.00. After a cash down payment of \$1,200.00 and the addition of taxes and fees, he owed a balance of \$2,790.00, which Mr. V financed on a "Buy Here – Pay Here" basis. *See* Bill of Sale and Buy Here – Pay Here Dealer Affidavit attached hereto as Exhibits 2 and 3, respectively, and incorporated by reference herein. The Buy Here - Pay Here Dealer Affidavit did not disclose the terms and conditions of financing in the manner and form required by TILA.

35. Mr. V also provided Mr. Baisden with a Buyers Guide limiting its obligation to make repairs to 30% of parts and labor following the sale. *See* Exhibit 4 attached hereto and incorporated by reference herein. The Buyers Guide misled Mr. Baisden about Mr. V's obligations under the implied warranty of merchantability.

36. Mr. Baisden reports that while the vehicle seemed to operate properly at first, he soon discovered that the frame was cracked and the gas tank was torn loose from the frame. He also observed that there were rusted spots all over the frame, indicating that the rusted spots had been covered over with bondo. He reports that he contacted Mr. V about these problems but Mr. V declined to take responsibility for the repairs.

37. Mr. Baisden explained during an interview that he stopped further payments on the account when Mr. V refused to fix the vehicle and that he had to pay someone to weld the

frame. He also reports that the vehicle was unsafe to drive and would not have passed a legitimate state inspection at the time of sale because of the frame's condition.

Complaint of Melissa Bailey – Filed January 8, 2015

38. Melissa Bailey of Charleston, WV reports that she purchased a 2004 Mercury Sable from Mr. V on August 29, 2014, for \$5,000.00. It appears that this sale was financed on a "Buy Here – Pay Here" basis, but Ms. Bailey did not provide any sales documents with her complaint and Mr. V did not produce any sales or financing documents when requested.

39. The Buyers Guide Ms. Bailey furnished with her complaint identifies a **2014** Gold Mercury Sable and the warranty section is completely blank. *See* Exhibit 5 attached hereto and incorporated by reference herein. However, the Buyers Guide provided by Mr. V in response to the Attorney General's records request for identifies the vehicle purchased as a **2002** Gold Mercury Sable and contains a 30% limited warranty. It appears that the blanks on the Buyers Guide were filled in by hand after the fact. *See* Exhibit 6 attached hereto and incorporated by reference herein.

40. Ms. Bailey complains that she encountered many mechanical problems with the vehicle at the time of sale that she reported to Mr. V, including the following: the back seat belts were cut out; the passenger side window did not work; the passenger air bag was shut off; the driver's side seat was broken out of the floor; the rear window defroster did not work, and the front tires, brakes, and rotors were badly worn.

41. Ms. Bailey reports that the mechanical problems rendered the vehicle unsafe and that the vehicle would not pass a legitimate state inspection. She says Mr. V refused to make the repairs.

Complaint of Katherine Darling – Filed June 14, 2018

42. Katherine Darling of Charleston, WV purchased a 2003 Chevrolet Impala from Mr. V for \$3,796.20 cash on March 9, 2018. Mr. V also provided her with a Buyers Guide that improperly limited its responsibility to 30% of parts and labor for 30 days or 1,000 miles during the specified period. *See* Exhibit 7 attached hereto and incorporated by reference herein. Mr. V also required her to sign a Used Car Purchase Waiver in which Mr. V essentially disclaimed responsibility for the vehicle's service history and certain conditions that could affect the safety and operation of the vehicle. *See* Exhibit 8 attached hereto and incorporated by reference herein.

43. Ms. Darling reports that the engine began misfiring within one week after purchase but Mr. V initially declined to make any repairs. Mr. V eventually installed a "coolant pack" that was intended to fix the problem but the misfiring continued.

44. She also reports that the vehicle had a valid state inspection sticker at the time of sale but failed when it came up for inspection on November 19, 2019, after it had been driven only about 2,000 miles. The vehicle failed inspection because of numerous problems that likely existed at the time of sale, including the following: FBS; F/Rotors; F/Wheel Bearing; Rear/Struts; RBS; Both Left Tires. *See* inspection rejection report by Up The Creek Towing attached hereto as Exhibit 9 and incorporated by reference herein.

45. She also reports that when the vehicle was placed on the rack during inspection, the entire rack and pinion assembly fell out and the car then had to be towed. The vehicle has been inoperable since that time.

Complaint of Dawn Jones – Filed May 5, 2017

46. Dawn Jones of Charleston, WV purchased a 2000 Volkswagen Beetle from Mr. V for \$3,995.00 on February 23, 2017. She made a cash down payment of \$1,300.00 and Mr. V

financed the remaining balance of \$2,700.00 under a “Buy Here – Pay Here” arrangement. The Bill of Sale and Buy Here – Pay Here Dealer Affidavit are attached hereto as Exhibits 10 and 11, respectively, and incorporated by reference herein. Mr. V did not disclose the terms and conditions of financing in the manner and form required by TILA. Mr. V also provided her with a Buyers Guide that improperly limited its responsibilities after sale to 30% of parts and labor during the specified period. *See* Exhibit 12 attached hereto and incorporated by reference herein.

47. She reports that the vehicle broke down on the same day of purchase. She had it towed to Mr. V at her expense but Mr. V failed to repair it properly. The vehicle broke down again almost immediately, which required her to have it towed to Mr. V a second time at her expense for repairs. Mr. V again failed to repair it properly. *See* photo taken by Ms. Jones of vehicle being towed to Mr. V on February 26, 2019, attached hereto as Exhibit 13 and incorporated by reference herein.

48. After the second breakdown and unsuccessful repair, she delivered the car to Mr. V and made no further payments on the account. After that she never received a notice of right to cure default or any further communication from Mr. V.

Complaint of Temple Green – Filed July 16, 2019

49. Temple Green of Elkview, WV purchased a 2004 Chevy Trailblazer from Mr. V on March 6, 2019, for \$7,995.00. She reports that she made a down payment of \$2,750.00 and Mr. V arranged to finance the balance of \$6,360.00 on a “Buy Here – Pay Here” basis. The Buy Here – Pay Here Dealer Affidavit, attached hereto is Exhibit 14 and incorporated by reference herein, did not disclose the terms and conditions of financing in the manner and form required by TILA. She also reports that Mr. V failed to provide her with a Buyers Guide, thereby misleading her about its obligations under the implied warranty of merchantability.

50. Ms. Green reports that she encountered problems with the transmission within one week after purchase which she reported to Mr. V. She says Mr. V declined to take responsibility for the repairs and only offered to temporarily “let her slide” on her payments. The transmission ultimately broke down and the vehicle is currently inoperable.

51. She says she complained repeatedly to Mr. V but Mr. V failed to take responsibility for the repairs and told her “your warranty has run out.” She posted her complaint about Mr. V’s failure to repair the vehicle’s mechanical problems on Mr. V’s web site. *See* posting attached hereto as Exhibit 15 and incorporated by reference herein.

52. In addition to all of the foregoing, Mr. V failed to transfer and deliver the title to the vehicle to Ms. Green within 60 days after the sale as required by W. Va. Code § 17A-4-4. As of August 12, 2020, more than 17 months after the date of sale, Mr. V still had not transferred the title, thereby rendering the vehicle unmerchantable. *See* email dated August 12, 2020, from Misty Johnson of the WV Division of Motor Vehicles attached hereto as Exhibit 16 and incorporated by reference herein.

Complaint of Patricia Munsey - Filed November 19, 2019

53. Patricia Munsey of Montgomery, WV purchased a 2009 Jeep Patriot from Mr. V for \$8,209.70 on June 7, 2019. She made a down payment of \$2,000.00 and financed the balance of \$6,888.00 on a “Buy Here – Pay Here” basis at the rate of \$328.00 for 21 months. Mr. V also sold her a service contract through “Ethos” for an additional charge of \$588.00 but Mr. V never provided her with a document containing the terms and conditions of the service contract. She says there was no Buyers Guide posted on the vehicle or furnished to her by Mr. V after the sale.

54. Within three days after purchase she reported that “all these lights came on” and the vehicle made “ding ding ding” noises. She took the vehicle back to Mr. V who said it might be a sensor but did not make any repairs that she was aware of. After that the lights went off but the check engine light stayed on.

55. About two months later the vehicle broke down and needed a new transmission. She ultimately paid about \$2,400.00 out of pocket to repair the transmission but, after that, the vehicle still did not operate properly. She is unable to pay for any further repairs and reports that the vehicle has been parked and inoperable since August, 2019.

Complaint of David Jones- Filed February 18, 2020

56. David Jones of St. Albans, WV purchased a 2004 Chrysler Pacifica for \$5,576.20 from Mr. V on October 27, 2018. The vehicle had a current 2019 state inspection sticker at the time of sale. He made a down payment of \$1,600.00 and was to make payments of \$200.00 a month to Mr. V until the remaining balance was paid off.

57. Mr. Jones suspected that the vehicle had been in a flood because its dash board was warped and there was mold on all three rows of seat belts. Mr. V denied that the vehicle had been in a flood but said the vehicle had a rebuilt motor, which was also suspicious based upon the vehicle’s mileage at the time.

58. When the inspection sticker expired, and after he had paid off the vehicle, Mr. Jones took the vehicle to Barker’s Service Center in Dunbar, WV where it was inspected by Sam Hiskey. Mr. Hiskey noticed that “the vehicle was so badly rusted that it could never pass West Virginia State inspection again and that the rust is so bad that it could not have happened in the past year since its last inspection.” Mr. Hiskey was so concerned about the vehicle’s condition

that he reported it to the West Virginia State Police, which is investigating. Mr. Hiskey's statement is attached hereto as Exhibit 17 and incorporated by reference herein.

59. Mr. Jones then asked Mr. V to take the vehicle back but Mr. V refused, which prompted him to file a complaint with the Attorney General's office. Mr. V never responded to the complaint.

Complaint of Shane Hammack – Filed July 10, 2020

60. Shane Hammack of Elkview, WV purchased a 2003 Ford Explorer from Mr. V for \$3,604.00 on October 4, 2019. He made a cash down payment of \$645.50 and, after taxes and fees, was to pay the balance of \$3,300.00 to Mr. V in 20 monthly installments of \$165.00. He paid off the vehicle early about six months after purchase.

61. The vehicle had a current state inspection sticker at the time of purchase but it expired about six months after purchase. After the sticker expired (he was delayed because of Covid 19 concerns), he took it to Todd Judy Ford in Charleston for an inspection on June 19, 2020. After a preliminary inspection, the mechanic said the vehicle needed repairs two front sway bar links and rear brake pads and rotors before it could pass inspection.

62. Mr. Hammack made the repairs himself at a cost of \$600.00 and brought the vehicle back to Todd Judy for inspection. After the vehicle was placed on the lift, the mechanic advised Mr. Hammack that the frame was so severely damaged that it could never pass inspection. The mechanic aborted the inspection but did not give Mr. Hammack any paper work stating the reason for rejection.

63. Mr. Hammack took photos documenting the frame damage, which are attached hereto as Exhibits 18 and 19 and incorporated by reference herein.

64. After learning of the frame damage, Mr. Hammack contacted Mr. V, who refused to take any responsibility and said “you should have looked underneath when you bought it.”

65. In response to his complaint, Mr. V said the vehicle was sold “as is.” However, the retail installment sale contract furnished to Mr. Hammack indicates that the vehicle was not sold “as is.” See sales documents attached hereto as exhibit 20 and incorporated by reference herein.

66. Since Mr. Hammack’s vehicle was unsafe to drive and could not pass a state inspection, he sold it for parts for \$800.00.

Complaint of Timothy W. Hudson - Filed May 5, 2021

67. Timothy W. Hudson of Charleston, WV purchased a 2008 Nissan Altima from Mr. V for what he believed to be \$9,604.00. He is not certain of the actual sale price because Mr. V refused to give him a copy of the sales and financing documents at the time to sale or at any time thereafter despite repeated requests.

68. Mr. Hudson made a cash down payment of \$2,600.00, which consisted of \$1,900.00 in cash and a credit of \$700.00 for a 2010 Chevy Cobalt that he traded-in. Although Mr. V did not give Mr. Hudson any sales documents, he gave him a paper that contained the make and model of the vehicle and a hand-written note that stated, in part, “22 payments of \$320.00 due on 5/6/21,” which indicated a remaining balance of \$7,040.00. That document is attached hereto as Exhibit 21 and incorporated by reference herein.

69. The vehicle had a current state inspection sticker at the time of sale. However, shortly after the purchase he discovered that the vehicle had numerous mechanical problems that would have rendered it unable to pass a legitimate state inspection. The issues in need of repair

included faulty brakes, rear spring broken, wheel rims improperly welded, exhaust in need of replacement, and O2 sensors in need of replacement.

70. Because he believed the vehicle was unsafe to drive, he contacted Brett Childress, WV State Police Motor Vehicle Investigator, who asked Mr. Hudson to bring it in for an inspection.

71. Mr. Hudson brought the vehicle to the WV State Police garage in South Charleston where it was inspected by Mr. Childress on April 29, 2021. Mr. Childress found that the vehicle would not have passed a legitimate vehicle inspection and that the conditions he observed likely existed at the time of sale. Mr. Childress also suspended the inspection license of the shop that Mr. V had taken this and many other vehicles to for inspection prior to the sale.

72. In his inspection, Mr. Childress observed the following:

After lifting the car this investigator noticed aluminum foil and some type of tape holding the foil on the exhaust pipe. This would be a fire hazard. Also I noticed the rear brakes were worn and rusted and the driver's side rear wheel was cracked. This vehicle had a March 2021, blue sticker, #0332312. This inspection was done by Cam's Preowned Auto, LLC. This car would not and should not have passed for a legal inspection.

See Mr. Childress's inspection report attached hereto as Exhibit 22 and incorporated by reference herein.

73. Mr. V refused to take responsibility for the repairs and did not respond to Mr. Hudson's complaint with the Attorney General.

Complaint of Beatrice Coffman - Filed April 6, 2021

74. Beatrice Coffman of Charleston purchased a 2009 Cadillac CTS from Mr. V for what was believed to be \$14,300.00. She is not certain of the price because Mr. V did not provide her with a sales contract. She made a cash down payment of \$3,100.00. Mr. V provided

her with a “Buy Here – Pay Here Dealer Affidavit,” which indicated that she owed a balance of \$11,200.00 to be paid in 35 monthly installments of \$320.00.

75. The check engine light came on the next day after she purchased the vehicle. She reported this to Mr. V, who referred her to one of his shops. Since she did not trust Mr. V’s referral, she took the vehicle to Up The Creek Auto in Charleston, whose mechanic said she had a defective timing chain that must be replaced.

76. She reported this to Mr. V, but he refused to take any responsibility for the repair. In response to her complaint, Mr. V stated that the vehicle was sold “as is.” However, Mr. V did not furnish Ms. Coffman with notice of the three-day right to cancel or the other documents required by West Virginia’s “As Is Law.”

77. Ms. Coffman also reported that Mr. V never transferred the title to her. As of the date of this Complaint, the WV Division of Motor Vehicles confirmed that Mr. V did not transfer the title and has not even submitted the necessary documents to do so.

Complaint of Laura Walker - Filed May 10, 2021

78. Laura Walker of Cross Lanes, WV purchased a 2008 Nissan Altima from Mr. V for \$8,400.00 on March 18, 2021. She made a down payment of \$3,200.00 at the time of purchase and was to pay the balance in monthly installments of \$300.00.

79. Mr. V did not furnish her with a sales contract or any proper document disclosing the terms and conditions of financing. The only document he provided her was a barely readable document titled “Buy Here – Pay Here Dealer Affidavit,” a copy of which is attached hereto as Exhibit 23 and incorporated by reference herein.

80. The day after purchase, the transmission broke down and rendered the vehicle inoperable. Ms. Walker contacted Mr. V to request that he repair the vehicle or refund her

money. Mr. V told her that the vehicle was sold “as is,” it was her problem now, and refused to repair the vehicle or refund her money. However, Mr. V did not furnish her with any notice of the three-day right to cancel or the other documents required by West Virginia’s “As Is Law.”

81. Since the vehicle was inoperable, Ms. Walker declined to make any further payments. Mr. V repossessed the vehicle about one month after purchase without first providing her with any notice of the right to cure default. In addition, Mr. V never provided her with a letter or notice accounting for the proceeds following resale of the vehicle after repossession.

The Attorney General’s Complaint is Not Limited to Known Victims of Mr. V’s Practices

82. Upon information and belief, Mr. V engaged in the same or similar practices toward other consumers who did not file complaints with the Attorney General, but who may become known through the rules of discovery. As such, the relief sought by the State is not limited to those consumers whose complaints are summarized here for illustrative purposes. Rather, the State seeks relief for all consumers who are or have been aggrieved by the practices of Mr. V, including those as yet unknown to the State at the time of filing of this Complaint.

VI. CLAIMS FOR RELIEF

**FIRST CAUSE OF ACTION
(Selling Vehicles that are not Merchantable)**

83. The State reasserts each and every allegation in paragraphs 1 through 82 in this Complaint as if set forth fully herein.

84. The WVCCPA requires that used car dealers sell vehicles that are merchantable, meaning that the vehicles are free from mechanical defects at the time of sale, are in at least good enough condition to pass a legitimate state motor vehicle inspection, and will operate safely and properly under normal use for a reasonable time after sale, W. Va. Code § 46A-6-107.

85. Used car dealers that sell vehicles that are not merchantable, or that fail to honor or waive their obligations under the implied warranty of merchantability, have violated W. Va. Code § 46A-6-107.

86. Mr. V violated W. Va. Code § 46A-6-107 and engaged in an unfair or deceptive act or practice in each instance when it sold a vehicle to a consumer that was not merchantable.

SECOND CAUSE OF ACTION
(Failing to Honor its Obligations under the Implied Warranty of Merchantability)

87. The State reasserts each and every allegation in paragraphs 1 through 82 in this Complaint as if set forth fully herein.

88. The WVCCPA requires used car dealers to take full responsibility to pay for repairs of mechanical problems that affect the safe use and operation of vehicles when the repairs are necessary at the time of sale or become necessary within a reasonable time after the sale, W. Va. Code § 46A-6-107.

89. Mr. V violated the implied warranty of merchantability, W. Va. Code § 46A-6-107, and engaged in an unfair or deceptive act or practice, W. Va. Code § 46A-6-107, in each instance when it failed to make or pay for a repair to a vehicle that was necessary at the time of sale or that occurred within a reasonable time after the sale of the vehicle.

THIRD CAUSE OF ACTION
(Misleading Consumers about its Responsibilities under
the Implied Warranty of Merchantability)

90. The State reasserts each and every allegation in paragraphs 1 through 82 in this Complaint as if set forth fully herein.

91. The WVCLA provides that a used car dealer may not mislead consumers about its responsibilities under the implied warranty of merchantability, W. Va. Code § 46A-6-107 and W. Va. Code § 46A-6-104.

92. Mr. V misled consumers about its responsibilities under the implied warranty of merchantability by furnishing consumers with Buyers Guides that limited its responsibilities to make repairs after the sale to 30% of parts and labor for 30 days or the first 1,000 miles, whichever comes first, when Mr. V was 100% responsible for covered repairs.

93. Mr. V violated the implied warranty of merchantability, W. Va. Code § 46A-6-107, and engaged in an unfair or deceptive act or practice, W. Va. Code § 46A-6-104, in each instance when it posted or furnished consumers with Buyers Guides that limited its responsibilities to less than 100% on repairs that are covered by the implied warranty of merchantability and when it failed to post or furnish consumers with any Buyers Guide.

**FOURTH CAUSE OF ACTION
(Failure to Disclose the Terms and Conditions of Financing
in the Manner and Form Required by TILA)**

94. The State reasserts each and every allegation in paragraphs 1 through 82 in this Complaint as if set forth fully herein.

95. A used car dealer that regularly engages in the extension of credit to consumers in the sale of vehicles must disclose the terms and conditions of financing in the manner and form required by TILA and Regulation Z.

96. Specifically, TILA and Regulation Z require that a dealer conspicuously disclose, in each “closed-end credit” transaction, the “amount financed,” using that term; the “finance charge,” using that term; the finance charge expressed as an “annual percentage rate,” using that term; the sum of the amount financed and the finance charge, which shall be termed the “total payments;” the number, amount, and specific due dates for payments scheduled to repay the obligation; where the credit is secured, a statement that a security interest has been taken; and the

dollar charge or percentage amount which may be imposed on account of a late payment, in accordance with TILA, 15 U.S.C. § 1638, Regulation Z, 12 C.F.R. § 1026.17-18, and W. Va. Code § 46A-6-104. The credit agreement must also contain a statement that refers the consumer to the appropriate contract document for information about nonpayment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties. *See* 12 C.F.R. § 226.18(p).

97. The “Buy Here – Pay Here Dealer Affidavit” furnished by Mr. V to consumers to memorialize the terms of credit sales does not satisfy Mr. V’s obligations to disclose the terms and conditions of financing in the manner and form required by TILA and Regulation Z.

98. Mr. V engaged in an unfair or deceptive act or practice, W. Va. Code § 46A-6-104, in each instance when it failed to disclose the terms and conditions of financing in the manner and form required by TILA and Regulation Z, including those instances when Mr. V failed to furnish consumers with a copy of the finance agreement.

**FIFTH CAUSE OF ACTION
(Failure to Furnish Consumers with Notice of the Right to Cure Default)**

99. The State reasserts each and every allegation in paragraphs 1 through 82 in this Complaint as if set forth fully herein.

100. The WVCCPA requires that a used car dealer who extends credit to consumers in the sale of motor vehicles must furnish consumers with a notice of the right to cure default in the manner and form required by W. Va. Code § 46A-2-107 before accelerating the balance, repossessing or attempting to repossess a vehicle, or taking any adverse action, including reselling a vehicle after a consumer has returned or surrendered it.

101. A used car dealer that fails to furnish consumers with a notice of the right to cure default in the manner and form required by W. Va. Code § 46A-2-107 before

accelerating the balance, repossessing or attempting to repossess a vehicle, or taking any adverse action, including reselling a vehicle after a consumer has returned or surrendered it, has engaged in an unfair or deceptive practice as defined by W. Va. Code § 46A-6-104.

102. Mr. V violated W. Va. Code § 46A-2-106 and engaged in an unfair or deceptive act or practice in each instance when it repossessed a vehicle or resold the vehicle after the consumer returned or surrendered it to Mr. V without first furnishing the consumer with notice of the right to cure default in the manner and form required by W. Va. Code § 46A-2-106.

SIXTH CAUSE OF ACTION
(Failure to Transfer and Deliver Title within 60 days from the Date of Sale)

103. The State reasserts each and every allegation in paragraphs 1 through 82 in this Complaint as if set forth fully herein.

104. Used motor vehicle dealers are required to transfer and deliver title to motor vehicles to the buyer within 60 days from the date of sale, W. Va. Code § 17A-4-4.

105. A used car dealer that fails to transfer and deliver title to motor vehicles to the buyer within 60 days has rendered the vehicle unmerchantable, W. Va. Code § 46A-6-107, and has engaged in an unfair or deceptive act or practice as defined by W. Va. Code § 46A-6-104.

106. Mr. V rendered the vehicle unmerchantable and engaged in an unfair or deceptive act or practice in each instance when it failed to transfer and deliver the title to the buyer within 60 days from the date of sale, in violation of W. Va. Code § 46A-6-107 and W. Va. Code § 46A-6-104, respectively.

SEVENTH CAUSE OF ACTION
(Selling Vehicles “As Is” Without Providing the Required Disclaimer)

107. The State reasserts each and every allegation in paragraphs 1 through 82 in this Complaint as if set forth fully herein.

108. The West Virginia Legislature enacted Senate Bill 543 effective July 1, 2019, codified at W. Va. Code § 46A-6-107a (“As Is Law”), which permits dealers to sell certain used motor vehicles “as is” if they meet certain criteria, including the following: if the vehicle is sold for less than \$4,000.00; if the vehicle’s mileage exceeds 100,000 at the time of sale; or if the vehicle is seven years of age or older as calculated from January 1 of the designated model year of the vehicle.

109. A vehicle may not be sold “as is” unless the dealer provides the consumer with the following disclaimer in at least 12-point boldfaced type prior to the sale, which must be signed and dated by the consumer:

“AS IS”

THIS VEHICLE IS SOLD ‘AS IS’. THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER THE SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES EVEN IF WE SELL “AS IS”. TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES IN WRITING. YOU MAY HAVE THE RIGHT TO CANCEL THIS SALE BY THE END OF THE DEALER’S THIRD BUSINESS DAY FOLLOWING THE SALE IF THE VEHICLE HAS SIGNIFICANT MECHANICAL ISSUE THAT CAN BE REASONABLY EXPECTED TO HAVE EXISTED AT THE TIME OF THE SALE.

See W. Va. Code § 46A-6-107a(d)(2).

110. The As Is Law also requires the dealer to describe in writing any defects or malfunctions disclosed to the dealer by a previous owner or discoverable by the dealer after an inspection, and must also provide the consumer with a copy of a nationally recognized vehicle history report for the vehicle, W. Va. Code § 46A-6-107a(d)(6) and (7), respectively.

111. Mr. V engaged in an unfair or deceptive act or practice in violation of W. Va. Code § 46A-6-104 in each instance when it sold a used motor vehicle “as is” with providing the consumer with notice of the three-day right to cancel and the other disclaimers required by West Virginia’s “As Is Law,” W. Va. Code § 46A-6-107a.

112. Mr. V sold vehicles “as is” without providing consumers with the disclaimers required by the As Is Law, W. Va. Code § 46A-6-107a.

113. Mr. V engaged in an unfair or deceptive act or practice in each instance when it sold used motor vehicles ‘as is’ without providing consumers with the disclaimers required by the As Is Law. W. Va. Code § 46A-6-107a.

VII. PRAYER

WHEREFORE, the State respectfully prays that this court enter a final order:

(a) finding that the Defendants have violated the WVCCPA as alleged herein and permanently enjoining the Defendants, and anyone acting for or on their behalf, from violating the WVCCPA and from engaging, directly or indirectly, in the specific acts as alleged in this Complaint;

(b) finding that the Defendants have engaged in a course of repeated and willful violations of the WVCCPA as alleged in the causes of action set forth herein above and assessing a civil penalty against the Defendants, jointly and severally, of up to \$5,000.00 for each such violation as authorized by W. Va. Code § 46A-7-111(2);

(c) awarding the State a judgment against the Defendants in an amount that constitutes fair and appropriate refunds and restitution to all consumers who have been aggrieved by the practices of Mr. V as equitable relief authorized by W. Va. Code § 46A-7-108;

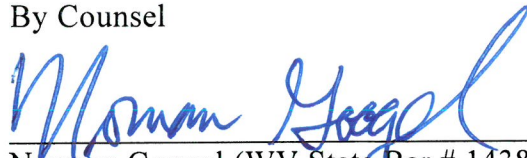
(d) awarding the State a judgment against the Defendants in an amount representing all of its costs, including reasonable attorney's fees, incurred in the investigation and prosecution of this matter; and

(e) granting the State such other and further equitable relief as may be necessary to secure complete justice in this matter.

Respectfully submitted,

STATE OF WEST VIRGINIA ex rel.
PATRICK MORRISEY,
ATTORNEY GENERAL, Plaintiff

By Counsel



Norman Googel (WV State Bar # 1438)
Senior Assistant Attorney General
Tanya L. Godfrey (WV State Bar #7448)
Assistant Attorney General
Consumer Protection/Antitrust Division
Post Office Box 1789
Charleston, West Virginia 25326-1789
Phone: (304) 558-8986 Fax: (304) 558-0184
Email: Norman.A.Googel@wvago.gov
Email: Tanya.L.Godfrey@wvago.gov

West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

MR. V & SONS PRE-OWNED AUTO SALES INC.

Organization Information

Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	10/1/2013		10/1/2013	Domestic	Profit			

Organization Information

Business Purpose	4411 - Retail Trade - Motor Vehicle and Parts Dealers - Automobile Dealers (new, used)	Capital Stock	1000.0000
Charter County	Kanawha	Control Number	
Charter State	WV	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	10.000000
Authorized Shares	100	Young Entrepreneur	Not Specified

Addresses

Type	Address
------	---------

EXHIBIT
1

Local Office Address	6558 MACCORKLE AVE. SE CHARLESTON, WV, 25304
Mailing Address	6558 MACCORKLE AVE. SE CHARLESTON, WV, 25304 USA
Notice of Process Address	MR. V & SONS PRE-OWNED AUTO SALES INC. 6558 MACCORKLE AVE. SE CHARLESTON, WV, 25304
Principal Office Address	6558 MACCORKLE AVE. SE CHARLESTON, WV, 25304 USA
Type	Address

Officers	
Type	Name/Address
Incorporator	MR. V & SONS PRE-OWNED AUTO SALES INC. 6558 MACCORKLE AVE. SE CHARLESTON, WV, 25304
President	SOHRAB VAGHEEI 5403 SHADOWBROOK RD. CHARLESTON, WV, 25313
Secretary	CAVON VAGHEEI 1 PORT VIEW DR CHARLESTON, WV, 25311
Treasurer	CYRUS VAGHEEI 5403 SHADOWBROOK RD. CHARLESTON, WV, 25313
Vice-President	CAMRON VAGHEEI 5403 SHADOWBROOK RD. CHARLESTON, WV, 25313
Type	Name/Address

Annual Reports	
Filed For	
2021	
2020	
2019	
2018	
2017x	
2017	
2016	

2015

Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, August 12, 2021 — 11:43 AM

© 2021 State of West Virginia

BILL OF SALE

MR. V & SONS PRE-OWNED AUTO SALES
6558 MACCORKLE AVE. SE
CHARLESTON, WV 25304
Ph: 304-925-9800

DATE: 7/24/17
STOCK #: 4170022

PURCHASER INFORMATION:

SALESPERSON:

Name Jimmy Joe Baisden	Home Phone [REDACTED]	D.L./State ID # [REDACTED]
Name	Work Phone	State of Issue WV
Street 114 Harper Lane	Cell Phone	Expiration Date [REDACTED]
City, State, Zip SETH, WV 25181	County BOONE	Date of Birth [REDACTED]

VEHICLE INFORMATION:

Year 2000	Make CHEVROLET	Model SILVERADO	Color 1 RED	Color 2	Body Type 2DR
VIN 1GCEK14V3YZ286851	Mileage 205144	Cylinders 8	Transmission AUTO	Style 1500	Stock # 4170022

TRADE-IN INFORMATION:

SETTLEMENT

Year	Make	Model	Color	VEHICLE PRICE	3,995.00
VIN	Body Type	Mileage		Dealer Service Fee:	175.00
Balance Owed To				SUBTOTAL	4,170.00
Balance Owed 0.00	Trade Allowance 0.00			Sales Tax:	239.70
Good Through	Quoted By			Tag and Title Fee:	91.50
Trade #2				Payoff on Trade-in:	N/A

INSURANCE INFORMATION:

Company [REDACTED]	
Agent on line	
Policy # [REDACTED]	Phone [REDACTED]

LIEN HOLDER INFORMATION:

Name MR. V & SONS PRE-OWNED AUTO SALES
Street 6558 MACCORKLE AVE. SE
City, State, Zip CHARLESTON, WV 25304

REMARKS:

Declined Additional Warranty

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

TOTAL DUE		4,501.20
CREDIT	TRADE-IN ALLOWANCE	N/A
	DEPOSIT	N/A
	CASH DOWN PAYMENT	1,200.00
	DEFERRED DOWN PAYMENT	331.20
TOTAL CREDIT		1,531.20
BALANCE DUE <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Finance		2,970.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

Purchaser hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by seller.

Accepted by Authorized Dealership Representative

7/24/17
Date

Purchaser

7/24/17

EXHIBIT
2

STATE OF WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

BUY HERE - PAY HERE DEALER AFFIDAVIT

PURCHASER'S INFORMATION

Jimmy Joe Baisden 114 Harper Ln SE HWY 251N _____
(Purchaser's Name) (Purchaser's Address) (Phone #)

(Co-Purchaser's Name) (Co-Purchaser's Address) (Phone #)

VEHICLE DESCRIPTION:

Chery	2000	TK	1GCEK14V3Y2286851
Make	Year	Body Type	Vehicle Identification Number

LIEN INFORMATION:

Name of Lienholder _____

Address _____

Date of Sale 7-24-17

2970.00	S/A	7-24-17
Total Amount of Lien	Kind of Lien	Date

24 bi weekly	123.75	Starting 9/3/17 every two weeks
Number of Payments	Amount of Payment	Payment Due Date

DEALER INFORMATION:

Name of Dealership _____ Dealer Number 2510

Address _____

The Purchaser (s) do hereby acknowledge purchase of the vehicle described above and that the listed lienholder has a valid lien on the vehicle.

X Jimmy Baisden 7/24/17 _____
Purchaser's Signature Date Co-Purchaser's Signature Date

Dealer Representative's Signature Date

White Copy - Submit with original title work
Pink Copy - Dealer
Yellow Copy - Customer

EXHIBIT
3

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

CHEVROLET SILVERADO 2000 1GCEK14V3YZ286851
VEHICLE MAKE MODEL YEAR VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ IMPLIED WARRANTIES ONLY

The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

☒ DEALER WARRANTY

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay 30% of the labor and 30% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Engine, Transmission and Differential
INTERNALLY LUBRICATED PARTS ONLY

DURATION:

30 Days/1,000 Miles
All service to be completed at
Mr. V & Sons Pre-Owned Auto Sales Inc.
6558 MacCorkle Ave. SE
Charleston, WV 25304
ALL REPAIRS DONE ON A CASH ONLY BASIS

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

EXHIBIT

4

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

CHEVROLET SILVERADO 2000 1GCEK14V3YZ286851
VEHICLE MAKE MODEL YEAR VIN NUMBER

4170022

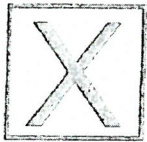
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, state law "implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.



WARRANTY

- ☐ FULL ☐ LIMITED WARRANTY. The dealer will pay 30 % of the labor and 30 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

Engine, Transmission and Differential

DURATION:

30 Days/1,000 Miles

All service to be completed at

Mr. V & Sons Pre-Owned Auto Sales Inc. (cash only basis)

6558 MacCorkle Ave. SE

Charleston, WV 25304

☒ SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

Here is a list of some major defects that may occur in used vehicles.

Frame & Body Frame-cracks, corrective welds, or rusted through Dog tracks—bent or twisted frame	Cooling System Leakage including radiator Improperly functioning water pump	Steering System Too much free play at steering wheel (DOT specs.) Free play in linkage more than ¼ inch Steering gear binds or jams Front wheels aligned improperly (DOT specs.) Power unit belts cracked or slipping Power unit fluid level improper
Engine Oil leakage, excluding normal seepage Cracked block or head Belts missing or inoperable Knocks or misses related to camshaft lifters and push rods Abnormal exhaust discharge	Electrical System Battery leakage Improperly functioning alternator, generator, battery, or starter	Suspension System Ball joint seals damaged Structural parts bent or damaged Stabilizer bar disconnected Spring broken Shock absorber mounting loose Rubber bushings damaged or missing Radius rod damaged or missing Shock absorber leaking or functioning improperly
Transmission & Drive Shaft Improper fluid level or leakage, excluding normal seepage Cracked or damaged case which is visible Abnormal noise or vibration caused by faulty transmission or drive shaft Improper shifting or functioning in any gear Manual clutch slips or chatters	Fuel System Visible leakage Inoperable Accessories Gauges or warning devices Air conditioner Heater & Defroster	Tires Tread depth less than 2/32 inch Sizes mismatched Visible damage
Differential Improper fluid level or leakage, excluding normal seepage Cracked or damaged housing which is visible Abnormal noise or vibration caused by faulty differential	Brake System Failure warning light broken Pedal not firm under pressure (DOT spec.) Not enough pedal reserve (DOT spec.) Does not stop vehicle in straight line (DOT spec.) Hoses damaged Drum or rotor too thin (Mfr Specs) Lining or pad thickness less than 1/32 inch Power unit not operating or leaking Structural or mechanical parts damaged	Wheels Visible cracks, damage or repairs Mounting bolts loose or missing
	Air Bags	Exhaust System Leakage Catalytic Converter

DEALER NAME

MR. V & SONS PRE-OWNED AUTO SALES

ADDRESS

6558 MACCORKLE AVE. SE; CHARLESTON, WV 25304

TELEPHONE

EMAIL

304-925-9800

FOR COMPLAINTS AFTER SALE, CONTACT:

Camron Vaghee

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

Signature

Date

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE Mer MODEL Sable YEAR 2004 VIN NUMBER 1MEFM50U09A602104
DEALER STOCK NUMBER (Optional) D266A

WARRANTIES FOR THIS VEHICLE:

☐

IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, State law "Implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

☐

WARRANTY

☐ FULL ☐ LIMITED WARRANTY. The dealer will pay _____ % of the labor and _____ % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty agreement for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "Implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

☐ SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "Implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

EXHIBIT

5

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body

Frame—cracks, corrosion welds, or rusted through
Dog tracks—bent or twisted links

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperative
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr. Specs.)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Shock absorbers damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

DEALER

ADDRESS

SEE FOR COMPLAINTS

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

BUYER'S SIGNATURE


IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchases voids the contract.

Melissa Bailey | Dobby JELTON

8127

2004 Mercury Sable

Receipt \$1,200 Jan

x  _____

x Melissa Bailey

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE Mercury MODEL Sable YEAR 2002 VIN NUMBER 1MEFM50404AB00104

158,786 miles

DEALER STOCK NUMBER (optional)

WARRANTIES FOR THIS VEHICLE:

☐ IMPLIED WARRANTY ONLY

This means that dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, state law "implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

☒ WARRANTY

☐ FULL ☒ LIMITED WARRANTY. The dealer will pay 30 % of the labor and 30 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

Engine and Transmission

All service must be completed at our garage.

DURATION:

30 days/1,000 miles

Whichever comes first

☐ SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

EXHIBIT

6

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

CHEVROLET
VEHICLE MAKE

IMPALA
MODEL

2003
YEAR

2G1WH52KX39290152
VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

Stock #: 4171031

☐ IMPLIED WARRANTIES ONLY

The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

☒ DEALER WARRANTY

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay 30% of the labor and 30% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Engine, Transmission and Differential
INTERNALLY LUBRICATED PARTS ONLY

DURATION:

30 Days/1,000 Miles
All service to be completed at
Mr. V & Sons Pre-Owned Auto Sales Inc.
6558 MacCorkle Ave. SE
Charleston, WV 25304
ALL REPAIRS DONE ON A CASH ONLY BASIS

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

EXHIBIT

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Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracks—bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr Specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Air Bags

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage
Catalytic Converter

DEALER NAME

MR. V & SONS PRE-OWNED AUTO SALES

ADDRESS

6558 MACCORKLE AVE. SE; CHARLESTON, WV 25304

TELEPHONE

EMAIL

304-925-9800

FOR COMPLAINTS AFTER SALE, CONTACT:

Camron Vagheel

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

Signature

Date

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

Used Car Purchase Waiver

Buyer: Katherine Darling Seller: Mr. V & Sons Pre-Owned Auto Sales Inc.

1. Buyer(s) understands that they are buying a used vehicle from Mr. V & Sons Pre-Owned Auto Sales Inc.
2. Buyer(s) understands that Mr. V & Sons Pre-Owned Auto Sales Inc. has allowed me the opportunity to have the vehicle inspected by a third party mechanic at my cost.
3. Buyer(s) understands that this vehicle is used and may malfunction.
4. Buyer(s) understands that any and all warning lights to include but not limited to service engine, ABS, low tire pressure or any other dash lights are not covered under the warranty by Mr. V & Sons Pre-Owned Auto Sales Inc.
5. Buyer(s) understands Mr. V & Sons Pre-Owned Auto Sales Inc. covers only the engine, transmission and differential at the percentages disclosed under the buyer's guide.
6. Buyer(s) understands that the vehicle is only covered under warranty by Mr. V & Sons Pre-Owned Auto Sales Inc. for the 30 days or 1,000 miles, whichever comes first.
7. Buyer(s) understands that Mr. V & Sons Pre-Owned Auto Sales Inc. does not know the history of the vehicle, including but not limited to previous accidents, frame damage, prior airbag deployment, rental use or theft.
8. Buyer(s) understands that they have the right to run a history check of the VIN before taking possession of the vehicle.
9. Buyer(s) understands that all work that is to be included within said warranty must be performed at Mr. V & Sons Pre-Owned Auto Sales Inc.
10. Buyer(s) understands that Mr. V & Sons Pre-Owned Auto Sales Inc. is not liable for any future endeavors outside of previous mentioned buyers guide.
11. Buyer(s) understand if said vehicle is taken to any garage or service shop besides Mr. V & Sons Pre-Owned Auto Sales Inc. without the written consent of Mr. V & Sons Pre-Owned Auto Sales Inc. that any and all warranty work or promises are considered to be void.
12. Buyer(s) understands that Mr. V & Sons Pre-Owned Auto Sales Inc. does not cover towing charges, rental vehicles, fluids, inconvenience, loss of time, commercial loss, property damage, personal injury, or any other incidental or consequential loss or damage.
13. Buyer(s) understand that this limited warranty does not apply if the vehicle has been abused, neglected, improperly maintained, damaged in an accident, modified, or damaged due to the improper operation of the vehicle.
14. Buyer(s) understands that air condition is not covered under any warranty, implied, or expressed.
15. Buyer(s) understands that they have been advised by Mr. V & Sons Pre-Owned Auto Sales Inc. that title and/or permanent license plate may take up to 60 days for processing as prescribed by West Virginia state law. Once the title has been submitted to the Division of Motor Vehicles, DMV will mail title direct to purchaser or to the lien holder if a lien applies.
16. Buyer(s) give Mr. V & Sons Pre-Owned Auto Sales Inc. full consent to sign any needed signatures for title work with the Division of Motor Vehicles.
17. Buyer(s) understand vehicle is not actual miles/possible rollover per Autocheck.
18. Buyer(s) acknowledges that there is a \$15 late fee charge on any payment past due date.
19. Buyer(s) allows Mr. V & Sons Pre-Owned Auto Sales Inc. to use their photo any and all future advertising or marketing.

BUYER AGREES THAT IF BUYER FAILS TO PAY ANY INSTALLMENTS OR OTHER REQUIRED SUM OR IF BUYER OTHERWISE DEFAULTS, SELLER MAY REPOSSESS THE GOODS, WITH OR WITHOUT LEGAL PROCESS.

I fully understand that it is my responsibility to have this vehicle inspected before taking possession, and once leaving the lot in possession of the vehicle, Mr. V & Sons Pre-Owned Auto Sales Inc. is only liable for what is covered under the buyer's guide. I acknowledge that I have read this agreement and understand its content and no verbal or other representation outside the purchase agreement will apply.

Make: Chevy Model: Impala Miles: 210,898 VIN: 2G1WH52KX39290152

I have carefully read and reviewed this Waiver. I understand it fully and I execute voluntarily.

 X

Buyer signature and date

EXHIBIT
8

Up The Creek Towing
3428 Chesterfield Ave.
Charleston, WV 25304

Invoice

Date	Invoice #
11/19/2018	7652

Bill To

Darling, Katherine 290152
964-1553
2003 Chevy Impala 4D
2G1WH52KX39290152
O: 222179 / L: 53R512

Ship To

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
				11/19/2018				
Quantity	Item Code	Description				Price Each	Amount	
1	Service	Inspection- Rejected Sales Tax				11.00 7.00%	11.00T 0.77	
						Total	\$11.77	

EXHIBIT

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Notes for Customer: Job Darling, Katherine 290152

Customer Notes

5/10/2019 9:32 AM

Contact:

Rejected for FBS, F/ROTORS, F/WHEEL BEARING, REAR/ STRUTS, RBS, BOTH LEFT TIRES.

BILL OF SALE

MR. V & SONS PRE-OWNED AUTO SALES
6558 MACCORKLE AVE. SE
CHARLESTON, WV 25304
Ph: 304-925-9800

DATE: 2/23/17
STOCK #: 12164971

PURCHASER INFORMATION:

SALESPERSON:

Name	Dawn Jones	Home Phone	D.L./State ID #
Name		Work Phone	State of Issue
Street	11640 MacCorkle Ave.	Cell Phone	WV
City, State, Zip	CHARLESTON, WV 25315	County	Expiration Date
		KANAWHA	Date of Birth

VEHICLE INFORMATION:

Year	2000	Make	VOLKSWAGEN	Model	NEW BEETLE	Color 1	SILVER	Color 2		Body Type	2DR
VIN	3VWCA21C8YM469227	Mileage	182098	Cylinders	4	Transmission	MAN	Style	GLS	Stock #	12164971

TRADE-IN INFORMATION:

SETTLEMENT

Year	Make	Model	Color	VEHICLE PRICE	3,995.00
VIN	Body Type	Mileage		Dealer Service Fee:	175.00
Balance Owed To				SUBTOTAL	4,170.00
Balance Owed	0.00	Trade Allowance	0.00	Sales Tax:	199.75
Good Through		Quoted By		Tag and Title Fee:	60.00
Trade #2				Payoff on Trade-in:	N/A

INSURANCE INFORMATION:

Company	
Agent	
Policy #	
Phone	

LIEN HOLDER INFORMATION:

Name	MR. V & SONS PRE-OWNED AUTO SALES
Street	6558 MACCORKLE AVE. SE
City, State, Zip	CHARLESTON, WV 25304

REMARKS:

CUSTOMER DECLINES EXTENDED
WARRANTY COVERAGE.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

TOTAL DUE		4,429.75
CREDIT	TRADE-IN ALLOWANCE	N/A
	DEPOSIT	N/A
	CASH DOWN PAYMENT	1,300.00
	DEFERRED DOWN PAYMENT	429.75
TOTAL CREDIT		1,729.75
BALANCE DUE <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Finance		2,700.00

If financed, please see your installment sales contract for information about finance charge, insurance, and terms of payment (other than cash).

Purchaser hereby declares that he/she is of legal age to transact business and that no unfair inducement has been made by seller.

Accepted by Authorized Dealership Representative

2/23/17
Date

Purchaser

2/23/17

Purchaser

EXHIBIT
10

STATE OF WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

BUY HERE - PAY HERE DEALER AFFIDAVIT

PURCHASER'S INFORMATION

Dawn Jones (Purchaser's Name) 11640 MacCorkle Ave. Charleston WV 25315 (Purchaser's Address) 681-587-9483 (Phone #)

____ (Co-Purchaser's Name) _____ (Co-Purchaser's Address) _____ (Phone #)

VEHICLE DESCRIPTION:

Volkswagen	2000	Hatch	3UW CA21C8YM469227
Make	Year	Body Type	Vehicle Identification Number

LIEN INFORMATION:

Name of Lienholder Mr. V & Sons Pre-Owned
Auto Sales Inc.
Address 6558 MacCorkle Ave. SE
Charleston, WV 25304
Date of Sale 2-23-17

\$2,700	S/A	2-23-17
Total Amount of Lien	Kind of Lien	Date

12	\$225. ⁰⁰	18th Starting 3-15-17
Number of Payments	Amount of Payment	Payment Due Date

DEALER INFORMATION:

Name of Dealership Mr. V & Sons Pre-Owned Dealer Number 2510
Auto Sales Inc.
Address 6558 MacCorkle Ave. SE
Charleston, WV 25304

The Purchaser (s) do hereby acknowledge purchase of the vehicle described above and that the listed lienholder has a valid lien on the vehicle.

Dawn Jones (Purchaser's Signature) 2-23-17 (Date)
[Signature] (Co-Purchaser's Signature) _____ (Date)
[Signature] (Dealer Representative's Signature) 2-23-17 (Date)

White Copy - Submit with original title work
Pink Copy - Dealer
Yellow Copy - Customer

EXHIBIT
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BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VOLKSWAGEN NEW BEETLE
VEHICLE MAKE MODEL

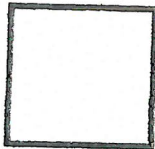
2000
YEAR

3VWCA21C8YM469227
VIN NUMBER

12164971

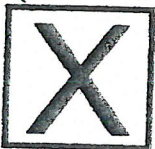
DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, state law "implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.



WARRANTY

- ☐ FULL ☐ LIMITED WARRANTY. The dealer will pay 30 % of the labor and 30 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

Engine, Transmission and Differential

DURATION:

30 Days/1,000 Miles

All service to be completed at

Mr. & Sons Pre-Owned Auto Sales Inc.

6558 MacCorkle Ave. SE

Charleston, WV 25304

- ☒ SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some may occur in used motor vehicles.

EXHIBIT

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2ND TOW FROM MY DRIVEWAY - 11640
MALCOLM AVE, LIVESAVER, WY
BACK TO DEALERSHIP, SUNDAY, FEBRUARY 26, 2011

STATE OF WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES

BUY HERE - PAY HERE DEALER AFFIDAVIT

PURCHASER'S INFORMATION

Thompson Green
(Purchaser's Name)

(Purchaser's Name)

P.O. Box 641 / Kono, HI 96751-0641 (Purchaser's Address) 504 415-2008 (Phone #)

(Purchaser's Address)

(Phone #)

(Co-Purchaser's Name)

(CO-Purchaser's Address)

(Phone #)

VEHICLE DESCRIPTION:

Chrysler	2004	SUV	1GNDT13594257408
Make	Year	Body Type	Vehicle Identification Number

LIEN INFORMATION:

Name of Lienholder Mr. V & Sons
Address Pre-Owned Auto Sales Inc.
6558 MacCorkle Ave. SE
Charleston, WV 25304
Date of Sale 3-2-19

Mr. V & Sons

~~Pre-Owned Auto Sales Inc.~~

6558 MacCorkle Ave. SE

Charleston, WV 25304

Date of Sale 3-6-17

\$6,360.00	SLA	2-6-19
Total Amount of Lien	Kind of Lien	Date
20	\$ 218.00	2-4-19 43-19
Total Amount of Payments	Amount of Payment	Payment Due Date

DEALER INFORMATION:

Name of Dealership Mr. V & Sons
Pre-Owned Auto Sales Inc. Dealer Number 2510
Address 6558 MacCorkle Ave. SE
Charleston, WV 25304

Mr. V & Sons

~~Pre-Owned Auto Sales Inc.~~

Dealer Number 2510

6558 MacCorkle Ave. SE

~~Charleston, WV 25304~~

The Purchaser (s) do hereby acknowledge purchase of the vehicle described above and that the listed lienholder has a valid lien on the vehicle.

X Mag. La. Co. 2-16-19
Purchaser's Signature Date

Purchaser's Signature

Date _____

C-Purchaser's Signature

Date _____

Dealer Representative's Signature

Date _____

White Copy – Submit with original title work

Pink Copy – Dealer

Yellow Copy - Customer

EXHIBIT

14

RECEIVED

JUL 16 2019

ATTORNEY GENERAL'S OFFICE

OVERVIEW

REVIEWS

PHOTOS

ABOUT



Temple Green

13 reviews



4 months ago

Don't ever buy a vehicle from Mr. V & Son in Kanawha city! I bought a 2004 Chevy trailblaze & drove it a week & the motor went out on me. I noticed after I was getting off the interstate the vehicle wasn't shifting out of 2nd gear & was slowing down. Took it to my local garage to find the issue & was told I need a new transmission. I called Mr. V & son they said your warranty has already ran out and all we can do is let you miss the 1st month payment. Spoke with them again & told them a new transmission would cost more than I can afford. Then he said well I see you didn't have enough in your bank account to cover the cost that comes along with owning a vehicle! So I asked can I atleast get another vehicle since I gave them 2750. Cash & he said well how do ya not know it won't happen again ? True I don't know & that's the chance you take with any used vehicle! But still they got my money & I'm without a vehicle now! So if you're smart & want a vehicle that will get you some where don't ever buy from Mr. V and Son in Kan city!!

EXHIBIT

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Norman A. Googel

From: Johnson, Misty K <Misty.K.Johnson@wv.gov>
Sent: Wednesday, August 12, 2020 4:22 PM
To: Norman A. Googel
Subject: RE: [External] FW: [External] Complaint of Temple Green

No they have never transferred the title.

From: Norman A. Googel <Norman.A.Googel@wvago.gov>
Sent: Wednesday, August 12, 2020 3:49 PM
To: Johnson, Misty K <Misty.K.Johnson@wv.gov>
Subject: [External] FW: [External] Complaint of Temple Green

CAUTION: External email. Do not click links or open attachments unless you verify sender.

The VIN# for the vehicle is:
1GNDT13S842383408. You responded that Mr. V had not transferred the title. Can you check again to see if Mr. V ever transferred the title? Thank you as always for your assistance.

Norman Googel

Norman Googel
Senior Assistant Attorney General
West Virginia Attorney General's Office
Consumer Protection & Antitrust Division
812 Quarrier Street, 1st Floor
P.O. Box 1789
Charleston, WV 25326-1789
(304) 558-8986 phone
(304) 558-0184 fax

From: Johnson, Misty K < >
Sent: Friday, January 24, 2020 8:54 AM
To: Norman A. Googel < >
Subject: RE: [External] Complaint of Temple Green

The title has not been transferred to Temple Green's name. We are sending the complaint to our inspector so that we can get this resolved.

Thank you

I Sam Hiskey of Barker's Auto inspection station 8000 state that On Thursday the 6th of Feb David Jones Brought his 2004 Chrysler in for an inspection at first glance I noticed He had bad tires that wouldn't pass inspection so I offered for a \$10 Rack fee to check the Rest of the Vehicle out known as a Saffty check what I found was that the Wehicle was so Badly Rusted that it could Never Pass West Virginia State inspection again and that the Rust is so bad that it could not have happend in the past year since its last inspectio

ARK 2-12-20

EXHIBIT
18

EXHIBIT
19

553-WV-ARB-eps 7/19
RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) Shame Hammack 263 S Pinch Rd. ELKVIEW, WV 25071 County: KANAWHA	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address) MR. V & SONS PRE-OWNED AUTO SALE 6558 MACCORKLE AVE. SE CHARLESTON, WV 25304
---	--	--

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 under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Final Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural
Used	2003	FORD EXPLORER	1FMYU60E23UA12701	

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00	\$ 3,300.00	\$ 3,545.50	\$ 645.50 is \$ 3,945.50

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
20	165.00	Monthly beginning

Or As Follows: BI-WEEKLY BEGINNING 10/25/19
Plus 1 deferred down payments of \$245.50 due 10/11/19

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. The maximum charge will be \$ 30 if you bought the vehicle primarily for personal, family, household, or agricultural use.
Prepayment. If you pay 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.

Complete the following ONLY if any scheduled payment, other than the downpayment, is at least twice as large as the smallest earlier scheduled payment, other than the downpayment.
THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS.
AN INSTALLMENT OF \$ N/A WILL BE DUE ON N/A N/A. LARGER INSTALLMENTS WILL BE DUE AS FOLLOWS:

☐ If this box is checked, the following "AS IS" disclaimer applies to the vehicle. See the written list of defects and malfunctions, if any, provided to you by Seller.

"AS IS"
THIS VEHICLE IS SOLD "AS IS". THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER THE SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES EVEN IF WE SELL "AS IS". TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES IN WRITING. YOU MAY HAVE THE RIGHT TO CANCEL THIS SALE BY THE END OF THE DEALER'S THIRD BUSINESS DAY FOLLOWING THE SALE IF THE VEHICLE HAS SIGNIFICANT MECHANICAL ISSUE THAT CAN BE REASONABLY EXPECTED TO HAVE EXISTED AT THE TIME OF THE SALE.

Buyer Signs X Shame Hammack 10/24/19
Buyer Signs X Shame Hammack Co-Buyer Signs X N/A
(Date)



STOCK	K4259C
YEAR	2008
MAKE	Nissan
MODEL	Altima
COLOR	Black
VIN	439068
	235K <i>yes</i>

MR. V & SONS PRE-OWNED AUTO SALES
 6558 MACCORKLE AVE. SE
 CHARLESTON, WV 25304
 304-925-9800

Lienholder

2008 NISSAN ALTIMA

Stock#: 3215483

VIN: 1N4AL21E58N439068

Style: 2.5

Mileage: 235215

Color(s): BLACK

Body Type: 4DR

Cylinders: 4

Transmission: CVT

Engine: 2.5L

Drivetrain: FWD

Fuel Type: Gas

} vin

22 Payments of \$320.00 due on 5/6/21
Email ID + Binder showing lienholder
to: Mr V and Sons @ yahoo.com

Dependable
2008 Nissan Altima
235K

EXHIBIT
21



West Virginia State Police
701 Jefferson Road
South Charleston, West Virginia 25309

Colonel Jan Cabill
Superintendent

June 16, 2021

Mr. Norman Googel
Consumer Protection and Antitrust Division
Office of the Attorney General
812 Quarrier Street, 1st Floor
Charleston, WV 25236

Re: Motor Vehicle Inspection- Mr. V & Son's/Cam's Preowned Auto, LLC Complaint

On April 9, 2021, this Investigator received a phone call from Tim Hudson. I met with him and looked at the 2008 Nissan Altima at the WV State Police garage. After lifting the car this investigator noticed aluminum foil and some type of black tape holding the foil on the exhaust pipe. This would be a fire hazard. Also, I noticed the rear brakes were worn and rusted and the driver's side rear wheel was cracked. This vehicle had a March 2021, blue sticker, #0332312. This inspection was done by Cam's Preowned Auto, LLC. This car would not and should not have passed for a legal inspection.

If you have any questions or need photos on this feel free to contact me at 304-746-2126.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brett Childress".

Brett Childress
West Virginia State Police
MVI Investigator

BWC/kl

Integrity Fairness Respect Honesty Courage Compassion

www.wvsp.gov

EXHIBIT
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