

November 18, 2014

The Honorable Nikki R. Haley
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

Dear Governor Haley,

I am a 70-year old, once homeless, Vietnam veteran with 100% disability status. I moved from to Asheville, NC on July 1, 2014. My primary reason for moving was to be near relatives when and after I have a hip and knee replacement due to progressive osteoarthritis, a condition which requires my using a cane and dealing with accompanying pain

On August 9, I used the remainder of my savings to buy a 2012 Camry Sedan, a purchase that has turned into an ongoing dispute with the dealership, Dave Edwards Toyota in Spartanburg, SC. My predicament started last Spring, after I had made the decision to move from the Boston suburb of Beverly to Asheville. I realized I would then I would need private transportation. I had already decided that a used Scion tc would be a practical and affordable choice. While searching online I found one I liked and could afford at the Dave Edwards Toyota website in Spartanburg, SC. I immediately contacted the dealership. I spoke with a dealer, William Ledbetter, about the availability of a that particular Scion tc. He said it had been sold the previous day, that they sold quickly, but I would be able to find either another Scion tc or a suitable car at the dealership once I had moved to Asheville. Mr. Ledbetter and I remained in continual contact. to the point that he had finally gained my trust.

I moved to Asheville on July 1. On July 9, worrying about all the money I was wasting on cabs, needed transport for grocery shopping, choosing furniture at consignment stores, and, especially, keeping my appointments at the Charles George VA Medical Center, I bought a 2005 Mercedes-Benz C-Class in good condition for \$10,000 from the Relationship Banker shortly after opening my new bank account at BB & T Bank. Several weeks later, I took the car for a quick tune-up at the same garage where the previous owner had always taken the Mercedes. During the tune-up the mechanic brought my attention to a noticeably irregular noise coming from the running engine. To fix it required my having to pay \$608 for a new Serpentine belt.

Envisioning possibilities of future, expensive repairs, I phoned Mr. Ledbetter re: my hasty purchase of a used Mercedes, and that I would be driving to Spartanburg to check out the used car inventory at Dave Edwards Toyota, find a suitable car, and to finally meet Mr. Ledbetter in person. During our ongoing communications he'd made a point of mentioning his family connections in the Boston area, and, jokingly, asked told me to be sure to bring a *frappe*, *hermit*, and a *grinder*, traditional, local fare. I drove to Spartanburg and met with him on Aug. 9. I test drove 3 cars, before deciding, emphatically, that I liked the 4th car, a 2102 Camry Sedan. When I asked, Mr. Ledbetter informed me the cost of the Camry was \$19,990. I told him the price was way out of my financial range, also, that my credit was *in the dungeon*. He assured me that the dealership could come up with an a suitable arrangement. Though overwhelmed by high pressure sales tactics, no explanatory information, and deceptive reassurances I was getting good deal, I still believed, naively, that Mr. Ledbetter and the dealership were acting in good faith throughout the process of my having to sign a slew of sales documents. With the Mercedes as a trade-in for \$6,500, and \$1,000 using my debit card, I made a total down payment of \$7,500. Pleased with purchase of the 2012 Camry, I was shocked when I read that my supposed "good deal," enabled by my gullible trust, had ended up with my having been a victim of a sales contract financed through a blatantly predatory loan with Santander USA.

Bryan, Louis 7027576 5047023

The most important part of the contract, the *Retail Installment Sale Contract - Simple Finance Charge (with Arbitration Provision)* clarified my predicament. The *FEDERAL TRUTH IN ENDING*, slapped me with an *Annual Percentage Rate* of **24.83%**; *Finance Charge*: **\$13,895.06**; *Amount Financed*: **\$14,622.70**; *Total of Payments*: **\$28,517.76**, and a *Total Sale Price* minus \$7,500: **\$36,017.76**. My monthly payment are **\$396.08** spread over a period of 72 month (6 years). This is a financially burdensome amount being taken out of my fixed income that includes my VA Disability and Soc. Sec. checks. attempts to re-negotiate the sales contract or, preferably, return the Camry for a full refund of my down payment have failed. My last in-person contact with Dave Edwards Toyota, on September 22, ended up with my being given 2 choices: *Keep the Camry, or walk home.*

Additionally, days after purchasing the Camry, I finally saw in the sunlight what looked like rain splashes. I took it through a car wash. The stains were still there. I then drove the car to *First Aid Auto*, a detailing and body work garage. They worked on it for over an hour with no results. The owner, Jeff, told me they would have to do a costlier job (est.: \$500), concluding the stains had been caused by acid rain. Because the previous owner of the Mercedes had lost the title--a revelation that came in the middle of our sales transaction--she didn't get the replacement till nearly a month later. So when I informed M. Ledbetter about the acid rain covering most of the car, he and the dealership/general insisted the acid rain marks would be taken care of only after they received the title to the Mercedes. I gave it to them on Sept. 22. Though I made a strong request, the dealership gave only vague responses as to when or whether they would remove the stain. They have remained.

The words included in my response to its adverse decision re: a complaint I filed with the South Carolina Consumer Protection Division clearly express my thoughts:

A 100% disabled veteran, I'm now waging my own war against greed, deception, and victimization. It is one I will continue to wage not only for myself, but for the sake of other veterans and consumers in general. Using a quote from Steve Maraboli, "Do what you believe is right. Don't let other people make the decision of right or wrong for you." His quotation confirms how I've lived 70 years of life. A proud American, a man of faith, and one who has served his country well, I will take part in the celebration and listen to high-sounding speeches on Veterans Day, with renewed hope that a day of honoring, recognition, and thanking veterans for their service will result in commensurate deeds, rectitude, and giving true weight to words.

I hope this letter gets more than passing attention or a standard reply. Meanwhile, I will continue pursuing avenues for redressing a matter of predatory lending that victimizes not only myself, but other veterans, and unsuspecting consumers. I read a quote that fuels my determination: *Greed is the inventor of injustice as well as the current enforcer.*

Thank you for your time. Upon request, I would be glad to send copies of those response I've received from other agencies and organizations such as, *AARP, North Carolina Dept of Justice, South Carolina Consumer Protection Division*, or any other documents pertinent to this matter and/or my military service. Thank you for your time.

Sincerely,



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