

Stephen Baird <bairdsb@gmail.com>
Elite Auto Sales <eliteauto5505@yahoo.com>

10/6/2021

Derek Dickson kept pressuring me to make a trade to buy a 2004 Corvette on 10/5/2021. I informed him that I could not make a decision at this time and would let him know on 10/6/2021 around 6:30pm. He kept telling me he had 5 people coming to look at this and buy it. I kept telling him that I could not make a decision until Weds. 10/6/21. It was at this point Derek Dickson said that he would undo the contract if things didn't work out. He would give me three days to decide. He knew that there might be big issues with my wife and that is why he gave me 3-day 100% money back guarantee; he was trying to give me the same opportunity as Conklin Cars in Hutchinson and match their 3-day 100% money back guarantee offer. He knew that if he didn't do it, then he would lose a sale. I told him also that there are 3 holes on the Driver's side and Passengers side. I also took him on a drive run with me and we also found that the vanity mirrors on Drivers side and Passengers side. Derek Dickson not only took pictures of the issues I had, but also told me he would have them fixed. Derek Dickson also stated that my topper and Wheel chair lift would be brought to my house at 3606 N. High Point Ct. Wichita KS. They would take it off and hand me a check for over \$17,000, \$20,000 without the Warranty. He said it would be done early afternoon.

I filled up the Corvette when I got on my side of town. The car was almost empty. I put in about \$49.00 worth of gas. I parked it in the garage. When my wife came home, all hell broke loose, World War 3. She said to me to get the truck back and return the car or else. I left the house with the car, and went to my brother's house to show him the car. I put the car in reverse to get close to the curb. I then put it in drive to straighten out the car. The car kept going backwards. It did not matter what gear I put it in, it just went backward. I then put it in reverse to see what would happen. The gear shift did not work at all. All you would hear is engine noise. I was thinking transmission and my brother said it probably is the linkage. This happened at 8pm. My brother had no way to take me home for his car was being used all night. I could not go into his home because his nephew, now for the third time the Covid Flew. I had contacts in and my contact case with my glasses were at my house. On my contacts, you are not supposed to wear them to bed. That meant that I had to stay up all night until 10am. when they opened up. I had to stay in the car the whole night because I had no way to get home. At different times in the night, I had to get out of the car to stretch. It was at that point that I found out that my back and joints on my legs were starting to give me problems. Derek Dickson knew that I had these problems because I told him that at times, I have these issues. He also knew about the burn on my leg because I told him about that too. He seen me come in using my cane. If you're an honest salesman, you don't sale someone something that can or may harm the person.

My brother takes me to the car lot in which Derek Dickson then starts denying that he made an agreement with me. I left messages on their answering machine at about

5am and again about 7am. When we started talking, my brother said that I have PTSD and other issues in which I am a Vet. and my brother was just trying to inform Derek Dickson. Derek Dickson at that point he slammed both of his fists on his desk and stood up. My brother then stood up and was trying to cool this idiot salesman down. I thought Derek Dickson was going to hit my brother. He started toward my brother and my brother was backing out the door with Derek Dickson following him. When Derek Dickson slammed his fists on the table, he said this deal is now off. Derek Dickson is the one that started screaming at my brother first. My brother and I came in there calmly to talk about canceling the sales deal and act upon the 3-day 100% money back guarantee. As my brother was walking out the door, Derek Dickson challenged my brother to a fight. My brother told him to come outside and let's handle it. Two other salesmen had to hold back Derek Dickson from going outside. I would have loved to see my brother kick his butt. The manager said that he would get a tow and get the car fixed. I was also wanting to know at what length it would take for them to cancel the deal. The manager said he couldn't and that I would have to buy both cars. I asked him to put everything on paper of the cost. Again, the manager says that he would pay for the tow. He then wanted to know the address of my brother. My brother told me that if they wanted his address that he would have to go out and ask him. He refused to take down the approximate address and said he needs to know exactly where he lives. I don't think so, the car is in the street and giving the address around where the car is should be good enough. I googled the map and it is by 3322 E Osie and is in the street. This is the location of your 2004 corvette. There is no reason why they need to know exactly where my brother lives. The manager says that he needs to have the keys in the car. I asked him if he is telling me to leave the car unlocked and he said he won't give me that type of answer. He then says for me to give the key to a complete stranger or my brother. The way they dealt with my brother, there is no way he is going to help those salesmen. That is not my brother's job. I now don't even have a car during the day to go to my brother's house. The only thing I knew to do was to give the keys to them, but they did not want to do that. I said that is now your problem not mine. I laid the keys on the table and left. I told them several times that I do not want their car. When the manager asked why, I said because my truck is very reliable and has no issues at all. The corvette within 4 hours' time, breaks down and is undrivable. Derek Dickson and the manager now refuse to do the fixes on the vanity mirrors and the six holes in the doors.

Not only because the car does not run is the reason, I'm taking their words for 3-day 100% money back guarantee. The salesman's attitude in dealing with my brother, lying by saying he never said that misrepresenting the car saying I will not have any problems getting in and out, now not willing to get those items fixed is the reasons that I am taking advantage of me and the 3-day 100% money back guarantee that he told me. It is now 4:15 pm and they not only have broken their word by telling me I would have the check today and the topper and wheelchair lift to be given back to me. Broken promises, unreliable car, and my wife, which is on the title, does not want the corvette.

Elite has not completed the full transaction of the sale and has voided the agreements that were made. I want my truck back in its condition that I brought it to them. I don't want their car and they can keep it. This notice was given within 16 hours after the sale by word of mouth. This is now a follow up on the words spoken and implied, now in written form. The stress, threats, that is unjustly done to my brother and I; as in Derek Dickson's own words "All deals are off". Call me when you are ready to hand over my truck. You do not have my consent to sale or do anything, including work to my GMC 2015 Sierra and under 18,600 Miles will be the same and no mileage added to it.

Text me and let me know when I can come pick up my Truck. That way I can make arrangements for my brother to give me transportation to your business.

Stephen Baird
bairdsb@gmail.com

Consumer Law article 6, 50-627

50-627. Unconscionable acts and practices. (a) No supplier shall engage in any unconscionable act or practice in connection with a consumer transaction. An unconscionable act or practice violates this act whether it occurs before, during or after the transaction.

(b) The unconscionability of an act or practice is a question for the court. In determining whether an act or practice is unconscionable, the court shall consider circumstances of which the supplier knew or had reason to know, such as, but not limited to the following that:

- (1) The supplier took advantage of the inability of the consumer reasonably to protect the consumer's interests because of the consumer's physical infirmity, ignorance, illiteracy, inability to understand the language of an agreement or similar factor;
- (2) when the consumer transaction was entered into, the price grossly exceeded the price at which similar property or services were readily obtainable in similar transactions by similar consumers;
- (3) the consumer was unable to receive a material benefit from the subject of the transaction;
- (4) when the consumer transaction was entered into, there was no reasonable probability of payment of the obligation in full by the consumer;
- (5) the transaction the supplier induced the consumer to enter into was excessively one sided in favor of the supplier;
- (6) the supplier made a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment; and
- (7) except as provided by K.S.A. [50-639](#), and amendments thereto, the supplier excluded, modified or otherwise attempted to limit either the implied warranties of merchantability and fitness for a particular purpose or any remedy provided by law for a breach of those warranties.

on epicvin.com, it says for that dealer 100% Money Back Guarantee. Done within 14 days.

Better Business Bureau

Your complaint case number is b3312052-3b98-11ec-a163-0e63a05a1194.

Oct. 18, 2021, Police Case # 21C533334 for Vandalism

Nov. 3, 2021, Police Case # 21C536261 for not returning my truck = Theft

Elite Auto Sales refusing to give me my truck back due to incomplete vehicle contract. GMC 1500 Sierra 2015, Vin # 3GTU2VEC2FG320520. Not only does Elite Auto Sales are dishonest, deceptive, lie, and especially plays trickery on my emotions and handicap. No one in their right mind will just give away a wheelchair lift that was just bought about 2 months ago. It is brand new and never used. They were to give me that and my topper plus cash difference on the afternoon of 10/6/2021. On 10/05/21, the corvette broke down after driving only about 20 miles. My brother went on 10/6/21 to give back the corvette keys and get my truck back. On 10/5/21, I told Derek Dickson of a lot of my disabilities. I had a walking cane with me on that day. I had contacts on which makes is difficult reading, especially small print. He knew the only way I would make this deal was to have a 3 day buy back, full return just like Conklin Cars has. I told him that I needed my wife's acceptance for the sale. He also knew, because I told him that I have back, leg, and I get dizzy issues. If he had any honor to him, he would have told me of the problems I might have with the car and try to talk me out of it. My young youth of always wanting a corvette was in high gear. He seen I had some issues of getting in and out. I had to roll out of the car and use my cane to get up. If he was really concerned about his costumer to want repeat business, he would have told me this is not a good fit. He got my name from the Kelly Blue Book when I was just wanting to know how much my truck is worth without the topper and wheelchair lift, for I would need it to put on my next vehicle. So, on 10/06/2021, we told this jerk, Derek Dickson that I want my truck back and that my wife does not want that type of vehicle. Later that evening I also sent the business, Elite Auto Sales an Email stating that all deals are off and that I want my truck

back, just as what was said that morning and Derek Dickson said right back to me that all deals are off and on Saturday we said the same thing again, but this time he says I'm done talking and you're getting nothing and hung up on my brother and I. We told them that there is an impound sticker on it. They never brought me my topper, but they vandalized it too. They never paid me the difference that was to be owed me which makes this an incomplete contract. My wheelchair was disassembled as well. Derek Dickson also threatens my brother to a fight as my brother was walking out the door. Three other salesmen had to hold him back. My brother once again was trying to tell him of my disabilities. I now intend to not only make my story known, but to file a lawsuit of about \$65,000 plus attorney and court cost. On one of their sites is says 100% satisfaction guarantee. This also proves that they do at times make such guarantee to complete the sale. Now Elite Auto Sales says they never made such statements. I would highly advise you not to do any business with this group. When you have an incomplete business sale/deal, and you refuse to give back the persons property, to me this is Theft.

Thank you,

Steve Baird
bairdsb@gmail.com
3162145887