

SAMPLE REPORT — synthetic buyer's order, not a customer result. Numbers are illustrative.

REAL TALK MEDIA GROUP · CAR REAL TALK

Deal Review Report

Buyer:
sample@carrealtalk.com

Dealer: Sample Motors
(fictional)

Delivered: September 20,
2026

Report ID: SAMPLE-
CA

THIS AUDIT FOUND

\$2,258

in negotiable or overcharge line items on your deal. Includes \$1,000 in a rebate that reads more like a dealer discount — negotiable back into the vehicle price. Includes \$444 in F&I add-ons priced above the typical market range.

SAY THIS TO THE F&I OFFICE

- ▶ Can you confirm in writing this vehicle was never a lemon law buyback?
- ▶ Please remove the GAP Insurance from my deal and send me a revised Buyers Order.
- ▶ Please identify the \$1,000 rebate program by name in writing. If it is a dealer discount, please reduce the vehicle price by the same amount instead of listing it as a rebate.

OVERALL VERDICT

RED · Do not sign as-is

2 red flags · 7 yellow flags · 4 informational notes

The findings, in order of severity

RED • UDAAP / JUNK FEES

R-011-JUNK-FEE-ETCH

VIN etch / anti-theft package at \$349 is one of the most common categorized junk fees under FTC § 5 (15 U.S.C. § 45) enforcement patterns. Actual dealer cost is typically \$10-\$25. This is a walk-away or cancel-this-line-item flag.

What to do: Request removal in writing before signing. If already signed, consider FBPA § 10-1-393 complaint to Georgia AG Consumer Protection Division.

Source: [F8](#)

RED • LEMON LAW BUYBACK DISCLOSURE

R-035-CA-CIV-1793-23-LEMON-BUYBACK

California requires vehicles repurchased under the lemon law to carry a 'Lemon Law Buyback' title brand, a door-frame decal, and a written disclosure to the buyer. A used vehicle sold without checking for or disclosing buyback status may be reportable if it was in fact a manufacturer repurchase.

What to do: Ask the dealer in writing: 'Was this vehicle ever repurchased by a manufacturer under any state lemon law? Please confirm in writing and show me the title.' Independently run the VIN through NMVTIS and check the driver's door frame for a Lemon Law Buyback decal.

Source: [Cal. Civ. Code § 1793.23](#)

YELLOW • TRADE-IN / TILA

R-005-NEGATIVE-EQUITY-ROLLIN

Your trade-in payoff (\$11,000) exceeds trade credit (\$8,000) by \$0. This negative equity is rolled into your new-vehicle Amount Financed. Verify that the Federal Truth in Lending Disclosures show the correct Amount Financed including this roll-in.

What to do: Check the Amount Financed on the TILA disclosures matches (vehicle price + negative equity + add-ons - down payment). If it does not match, TILA disclosure error under 15 U.S.C. § 1638.

YELLOW • F&I ADD-ONS

R-009-VSC-MARKUP-ANALYSIS

Your Vehicle Service Contract (VSC / extended warranty) cost of \$2,400 is above typical dealer-cost pricing. Credit unions typically offer comparable VSCs for \$800-\$1,500 for the same coverage. Financed at 7% APR over your loan term, this VSC's true cost is ~\$0.

What to do: Compare against your credit union's VSC pricing. VSCs have a 30-60 day free-look window; you can cancel for full refund. Consider buying VSC post-close from your credit union instead.

YELLOW · F&I ADD-ONS

R-010-GAP-DEALER-MARKUP

Your GAP insurance cost of \$795 is above typical credit-union GAP pricing (\$200-\$400 for equivalent coverage). GAP has a 30-day free-look window; you can cancel for full refund.

What to do: Cancel the dealer's GAP within the free-look window and buy GAP through your credit union or auto insurance carrier for less.

YELLOW · F&I ADD-ONS

R-022-ADDON-MARKUP

At least one F&I add-on on this deal is priced more than 2x the top of the typical market range shown in the Optional F&I add-ons table below. On this deal that item is the GAP Insurance at \$795. Every one of these products is optional — you can decline before signing without affecting your financing approval.

What to do: Tell the F&I manager: 'Please remove the GAP Insurance from my deal and send me a revised Buyers Order.' If they say the product is required for financing, that is a compliance concern you can report to California Attorney General, Public Inquiry Unit (Consumer Complaints) at (916) 210-6276.

Source: [FTC UDAAP](#)

YELLOW · DEAL MATH / REBATES

R-023-USED-REBATE

This deal shows a \$1,000 'rebate' on a used vehicle. Manufacturer rebates normally apply to NEW inventory. On a used vehicle, a large 'rebate' line often means the dealer inflated the vehicle price and then subtracted the same amount — same net price, but the appearance of a discount, and sometimes a different tax basis.

What to do: Ask the salesperson to identify the rebate program by name in writing (e.g. GM Loyalty Cash, Military Bonus). If they can't name a program, the amount is a dealer discount, which means it is fully negotiable — ask them to keep the discount and drop the vehicle price by the same amount, so your true price is transparent.

Source: [FTC MAP Rule](#)

YELLOW · DOC FEE

R-001B-DOC-FEE-STATE-AWARE

Your doc fee of \$899 is \$814 above the state-market comparable for California. Some states cap doc fees by statute; others do not, but consistently transparent dealers in your state charge less than what is on your paperwork.

What to do: Ask the F&I office to reduce the doc fee to align with the state-market comparable. If they cannot or will not, ask for a written explanation of the services covered by that fee.

YELLOW · SERVICE CONTRACT PROVIDER REGISTRATION

R-037-CA-INS-12800-VSC-PROVIDER

In California, vehicle service contracts must be issued by providers regulated under the Insurance Code, including registration and financial responsibility requirements. A service contract from an unregistered or unbacked provider may be reportable to the California Department of Insurance.

What to do: Ask the dealer: 'Who is the actual obligor on this service contract, and can you confirm they are registered with the California Department of Insurance?' Verify the provider's name on the CDI license lookup before agreeing to keep the product, and get the full contract terms in writing before signing.

Source: [Cal. Ins. Code § 12800 et seq.](#)

SUMMARY · DEAL MATH

R-020-OUT-THE-DOOR-TOTAL

Total out-the-door (with rebate applied): vehicle price \$32,000 + doc fee \$899 + tag/title \$189 + taxes \$1,750 + F&I add-ons \$3,544 - trade credit \$8,000 - rebates \$1,000 - down payment \$2,000 = OUT-THE-DOOR TOTAL \$38,382. Amount financed: \$38,900. Note: on some deals the manufacturer rebate is not applied to the amount financed (rebate is paid as a separate manufacturer credit), so the amount financed may equal the pre-rebate total (\$39,382) rather than the post-rebate total. Compare both against your budget.

What to do: This is the number that matters. Compare against your budget and any competing offer's true cost.

INFO · TITLE BRAND / ODOMETER

R-015-NMVTIS-USED

Before completing a used-vehicle purchase, run the VIN through NMVTIS at vehiclehistory.gov (\$3-\$12). NMVTIS is the DOJ-authorized federal database that reports salvage, rebuilt, flood, and Lemon buyback status. It is the only publicly accessible federal title-brand record.

What to do: Run NMVTIS. If any brand shows, ask the dealer for written disclosure. Undisclosed title brands may be reportable to California Attorney General, Public Inquiry Unit (Consumer Complaints) (under UCL / FAL) at (916) 210-6276 — courts, not this report, determine whether a violation occurred.

INFO · TILA

R-016-TILA-APR-VS-RATE

Under TILA (15 U.S.C. § 1638), the APR on your Federal Truth in Lending Disclosures is the legal rate — it will nearly always be higher than the 'interest rate' the salesperson quoted verbally. The disclosed APR includes fee-embedded finance-charge elements.

What to do: Read the five federal disclosure numbers (Amount Financed, Finance Charge, APR, Total of Payments, Payment Schedule) before signing. The APR box is the legal reference.

Source: [TILA 15 U.S.C. § 1638](#)

INFO · FINANCING PRACTICES

R-027-YO-YO-SPOT-DELIVERY

On any dealer-financed deal, watch for spot delivery ('take it home, we'll finalize financing later') and yo-yo financing (the call a week later saying financing 'fell through' and you need to come back and re-sign at a higher rate). Both practices can be state-law violations depending on how the paperwork is worded.

What to do: Do not drive off until you have a signed Retail Installment Contract with a specific approved lender named. If you get a call after delivery asking you to come back and re-sign at higher terms, you generally have the right to return the vehicle and unwind the deal — the specifics depend on your state.

INFO · STATE-SPECIFIC · RECORDING CONSENT

R-030-TWO-PARTY-RECORDING

Your state (California) is a TWO-PARTY (all-party) consent state for recording conversations. If you plan to record any conversation with the F&I office or dealer, you must inform them beforehand and get their consent — otherwise the recording is inadmissible and you may face criminal exposure under your state's wiretap statute.

What to do: If you want a recording for later reference, ask openly: 'I would like to record this conversation for my personal reference — is that OK with you?' Get their yes on the recording itself. Some F&I offices already record for their own compliance; you can ask for a copy of that recording.

Your deal, at a glance

LINE ITEM	AMOUNT
Vehicle price	\$32,000.00
Doc fee	\$899.00
Tag/title agency fee	\$189.00
Trade-in credit	-\$8,000.00
Trade-in loan payoff (rolled in)	+\$11,000.00
Rebate / dealer discount	-\$1,000.00
Cash down payment	-\$2,000.00

OPTIONAL F&I ADD-ONS ON THIS DEAL

Every product below is OPTIONAL. You have the right to decline any of them before you sign. None is required to close the sale or get approved for financing. If a manager or F&I officer told you

otherwise, that is a compliance issue under FTC UDAAP and, in California, Cal. Bus. & Prof. Code §§ 17200–17210; §§ 17500–17536 (UCL / FAL).

OPTIONAL PRODUCT	CHARGED TO YOU	TYPICAL MARKET RANGE	STATUS	YOUR RIGHT
Extended Warranty / Vehicle Service Contract (VSC)	\$2,400.00	\$1,200 – \$2,800 dealer cost	OPTIONAL	Decline before signing
GAP Insurance	\$795.00	\$200 – \$500 dealer cost	OPTIONAL	Decline before signing
VIN Etch / Anti-Theft Package	\$349.00	\$10 – \$30 actual product cost	OPTIONAL	Decline before signing

How to decline: tell the F&I manager you would like the deal without the add-ons above, and ask for a revised Buyers Order / Retail Installment Contract with those line items removed. If you already signed and want to unwind an add-on, most vehicle service contracts and GAP policies have a statutory or contractual free-look / cancellation window — see the flagged rules above for state-specific language.

THE PAPER TRAIL

Every claim in this audit is cross-verified against primary sources — federal or state-specific statutes, published FTC/CFPB guidance, or market pricing data — all cited on your Compliance Library at carrealtalk.com/compliance/. This report was authored by an active senior sales professional with real-time knowledge of dealership practice. No sponsors, no dealer money, no filter.

— **Manny Ruiz**

Founder, Real Talk Media Group · retired U.S. Army Sergeant First Class (SFC, Ret. 2016) · Senior All-Source Intelligence Analyst

Coverage for California: Full Rule Pack. This report applies every federal check plus 6 California-specific rules and the verified California reference data (doc-fee cap or typical charge, sales-tax rate and base, lemon-law thresholds, title-brand disclosure, recording consent, consumer statute, Attorney General contact).

What this report checked for California: Doc fee against the statutory cap of \$85 · Sales/use tax at the 7.25% state rate on the purchase price (local add-on taxes vary) · Lemon-law presumption threshold noted (4 repair attempts / 30 days out of service; new vehicles) · Title-brand and prior-use disclosure rules · Recording-consent rule for the F&I conversation (two-party) · State consumer-protection statute cited: Cal. Bus. & Prof. Code §§ 17200–17210; §§ 17500–17536 · Attorney General consumer line included in the report · 6 state-specific rules in this state's rule pack · All federal checks: TILA, ECOA, SCRA, FTC Used Car Rule, UDAP, negative equity, rebates, F&I add-on pricing

If something here does not get resolved with the dealer: California Attorney General, Public Inquiry Unit (Consumer Complaints) ((916) 210-6276) accepts consumer complaints about vehicle sales; the FTC takes complaints at reportfraud.ftc.gov and the CFPB at consumerfinance.gov/complaint for financing. Agencies and courts, not this report, decide whether any rule was broken.

Verification method: state figures are verified against primary sources (state statutes, Department of Revenue and Attorney General publications) through a multi-reviewer process and re-checked on a schedule; the rule version and verification date are printed in the footer. What is not checked is not claimed.

Not legal advice. This report is a review of the deal you shared with us, based on documented California and federal auto consumer protection rules and current market data. For binding legal advice on your specific situation, consult a California-licensed consumer protection attorney. The California Attorney General, Public Inquiry Unit (Consumer Complaints): (916) 210-6276. For fair-lending or SCRA issues: CFPB at 1-855-411-2372.

Rule set v1.0 (2026-09-20) · state reference data last verified 2026-09-20 · report SAMPLE-CA