

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CRIMINAL #2014-SUCR-10417
CRIMINAL #2015-SUCR-10384 ✓

COMMONWEALTH OF MASSACHUSETTS

v.

AARON HERNANDEZ

Affidavit of Attorney Joshua Teverow in Support of Non-Party Petitioner's Motion to Intervene and Motion for Return of Property

I, Joshua Teverow, being duly sworn according to law, hereby depose and say as follows:

1. I am an attorney in good standing licensed to practice in both Massachusetts and Rhode Island and have been in good standing in both jurisdictions continuously since 1978.
2. I am R.I. Counsel for the Non-Party Petitioner, JANA Leasing and Rental Corporation and its related entity Fox Enterprises, Inc. d/b/a Fox Toyota (hereafter collectively "Petitioner" and/or "Fox Toyota"), which own and operate a car dealership and a related vehicle leasing company in Rhode Island. I maintain an office at 55 Pine St., Providence, Rhode Island.
3. I am currently in negotiations for the sale of Fox Toyota. In anticipation of the upcoming sale of its automobile dealership, my client is conducting inventory and assembling all of its assets. Fox Toyota wishes to recover all of its property prior to the sale, the closing for which has not yet been scheduled.

4. On or about October 30, 2010, Fox Toyota obtained title to the 2006, Toyota 4Runner Ltd., Vehicle Identification No. (VIN) JTEBU17R768052996, (hereafter the "Vehicle") for the base purchase price of \$26050.00.¹

5. The purchase was financed by Toyota Motor Credit Corp. ("TMCC") who maintains a lien on the Vehicle, including delivery and finance charges, in the amount of \$28,285.00. Fox Toyota has been paying monthly installments of \$471.43 on this Vehicle since its purchase.²

6. Sometime in 2010, Fox Toyota entered into a contract to lease the Vehicle to Aaron Hernandez, through his agents Athletes First. According to the terms of their agreement, Mr. Hernandez was required to provide certain promotional services to Fox Toyota in exchange for his use of the Vehicle.

7. Mr. Hernandez was in possession, custody and control of the Vehicle, pursuant to said lease until the date of his arrest on or about June 26, 2013.

8. On or about June 28, 2015, pursuant to a warrant, the Vehicle was seized by the Commonwealth of Massachusetts and turned over to the Boston Police Department.

9. Since that time to present date, the Commonwealth of Massachusetts and the Boston Police Department have been in possession, custody and control of the Vehicle.

10. Also since that time, Fox Toyota has been making payments on the Vehicle to TMCC, but has not had access to, or use of, the Vehicle.

11. In an attempt to recover the Vehicle for my client, the Vehicle's rightful owner, without the need for this Court's intervention, I have communicated with the Commonwealth,

¹ See Exhibit 1 appended hereto.

² See Exhibit 1 appended hereto.

but have not been successful.³ As a result, I have obtained trial counsel in Massachusetts to file formally for the return of this property.

12. I am informed by Massachusetts counsel that the Commonwealth does not plan to and has no need to use the Vehicle in its upcoming prosecution of Mr. Hernandez. As a result, the Vehicle is languishing in the possession of the Commonwealth, to the ongoing detriment of my client.

13. My client requires the return of its property prior to the closing on the sale of its dealership.

14. Fox Toyota is the rightful owner of the Vehicle.

Signed under the pains and penalties of perjury this 8th day of January 2016.



Joshua Teverow

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 8th day of January 2016 before me personally appeared Joshua Teverow, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.



Notary Public

7/3/17

Date Commission Expires

³ See Exhibit 2 appended hereto.

VEHICLE INVOICE



FOX ENTERPRISES, Inc.
d/b/a FOX TOYOTA-SCION
415 Taunton Avenue
EAST PROVIDENCE, R.I. 02914
(401) 438-0350
JANA LEASING & RENTAL CORP

56847

CUSTOMER # 4380350

SOLD TO: 415 TAUNTON AVE
ADDRESS: EAST PROVIDENCE RI 02914-

DATE 09/29/10

DEAL # 46244

SALESPERSON: HOUSE

ENTERED OCT - 9 2010

VEHICLE SOLD	YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	VEHICLE IDENTIFICATION NO.	REV. NUMBER
	2006	TOYOTA	USED	U5924	4 RUNNER	JTEBU17R768052996	
TRADE IN							

INSURANCE COVERAGE INCLUDES	
<input type="checkbox"/> FIRE AND THEFT	<input type="checkbox"/> PUBLIC LIABILITY - AMT.
<input type="checkbox"/> COLLISION - AMT. DEDUCT.	<input type="checkbox"/> PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES	
GROUP	DESCRIPTION
FACTORY INSTALLED:	
SALES TAX NUMBER	
001905	
MILEAGE:	12143
LIENHOLDER:	
TOYOTA MOTOR CREDIT	
TOYOT	
PO BOX 105386	
ATLANTA	GA 30348-5386
DEALER INSTALLED:	

PRICING	
SELLING PRICE	26050.00
DOC FEE	220.00
SALES TAX	
LICENSE AND TITLE	26270.00
TOTAL CASH PRICE	2015.80
FINANCING	
INSURANCE	28285.80
TOTAL TIME PRICE	
SETTLEMENT:	
DEPOSIT	
CASH ON DELIVERY	
TRADE-IN \$	
LESS LIEN \$	471.43
PAYMENTS:	
AT \$	28285.80
AT \$	
TOTAL	

2407
2597.94

RETAIL INSTALLMENT CONTRACT



OFFS BUSINESS SOLUTIONS COMMERCIAL RETAIL INSTALLMENT SALE CONTRACT MASTER AGREEMENT

DEAL# 46244

Agreement Date 08/23/2010

1. Parties

Dealer Number: [REDACTED]

CREDITOR (SELLER) - NAME AND
BUSINESS ADDRESS

FOX TOYOTA
415 TAUNTON AVE.
E. PROVIDENCE, RI 02914

PHONE NUMBER: 401-438-0350

BUYER (AND CO-BUYER) - NAME(S) AND ADDRESS(ES)

JANA LEASING & RENTAL CORP
415 TAUNTON AVE
EAST PROVIDENCE RI 02914-2633

☐ SOLE PROPRIETOR ☐ CORPORATION
☐ LIMITED LIABILITY COMPANY ☐ LIMITED LIABILITY PARTNERSHIP
☐ PARTNERSHIP ☐ OTHER:
COUNTY:

VEHICLE GARAGING ADDRESS, IF
DIFFERENT THAN BUYER'S BILLING
ADDRESS

COUNTY:

2. **Master Agreement:** This is a Commercial Retail Installment Sale Contract Master Agreement (referred to herein as the "Agreement") for: (A) the Vehicle described below; and (B) such additional Vehicle(s) as may be described in additional vehicle schedules attached hereto and made a part hereof from time to time (each, a "Schedule").

3. **Meaning of Words:** As used in this Agreement, the words "you", "your", and "yours" refer to the Buyer and Co-Buyer(s) named above. The words "we", "us", and "our" refer to the Seller named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

4. **Who is Bound:** You are jointly and severally liable to us for any amount due under this Agreement. By signing this Agreement, you are buying the Vehicle described below on credit according to the terms of this Agreement. Additional Vehicle(s) may be purchased by execution of one or more additional Schedules, subject to a review of your credit. Each additional Vehicle purchased shall be described in a Schedule. The terms and conditions of each Schedule when executed are incorporated herein by reference, and each Schedule shall be subject to the terms and conditions of this Agreement. This Agreement between you and us will remain in full force and effect until all payments under this Agreement and each Schedule have been paid in full and all obligations and conditions have been satisfied and acknowledged by us.

5. **Description of Initial Vehicle:** The terms set forth in this Section 5 describe, and are only applicable to, the Initial Vehicle purchased hereunder.

A. New, Used or Demo		USED	YOUR PAYMENT SCHEDULE WILL BE:	
B. Year		2006	N. Number of Payments	59
C. Make		TOYOTA	O. Amount of Each Payment	\$ 471.43
D. Model		4 RUNNER	P. One Final Payment of	\$ 471.43
E. Body Type		UT	Q. Monthly Payments commence on	11/13/2010
F. Vehicle Identification No.		JTEBU17R768052996	ITEMIZATION OF AMOUNT FINANCED	
G. Odometer Miles		12143	R. Cash Sales Price incl. accessories, services and taxes	\$ 26050.00
H. a. Vehicle Garaging Address		Indicated above	S. Net Trade-In	\$ N/A
b. Primary Purpose		<input checked="" type="checkbox"/> Business or Commercial	Cash Downpayment	\$ N/A
c. Trade-In (Year)			Total Downpayment (if negative enter "0")	\$ N/A
Trade-In (Make)			T. Unpaid Balance of Cash Sales Price	\$ 26050.00
Trade-In (Model)			U. Required Physical Damage Insurance	\$ N/A
I. ANNUAL PERCENTAGE RATE	2.90%		V. Optional MBP or VSA - This coverage is optional and is not required to obtain credit. Sign below to indicate you want this coverage for the Initial Vehicle at the premium listed.	\$ N/A
The cost of your credit as a yearly rate.			Buyer's Signature	Co-Buyer's Signature
J. FINANCE CHARGE	\$ 2025.80		W. Optional GAP - This coverage is optional and is not required to obtain credit. Sign below to indicate you want this coverage for the Initial Vehicle at the premium listed.	\$ N/A
The dollar amount the credit will cost you.			Buyer's Signature	Co-Buyer's Signature
K. Amount Financed	\$ 26050.00		X. Optional Credit and Life - This coverage is optional and is not required to obtain credit. Sign below to indicate you want this coverage for the Initial Vehicle at the premium listed.	Life \$ N/A Disability \$ N/A
The amount of credit provided to you or on your behalf.			Buyer's Signature	Co-Buyer's Signature
L. Total of Payments	\$ 2995.80		*Seller may retain or receive a portion of these amounts	
The amount you will have paid after you have made all payments as scheduled.			Y. Government License and/or Registration	\$ N/A
M. Total Sale Price	Downpayment \$ 0.00 Total Sale Price		Z. Government Certificate of Title Fees	\$ N/A
The total cost of your purchase on credit, including your			AA. Other: N/A	\$ N/A
			BB. Other: DOC FEE	\$ 220.00
			CC. Other: N/A	\$ N/A

downpayment	\$ 80	Amount Financed - Unpaid Balance	\$ 12,700.00
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6. LATE CHARGE: If all or a portion of a payment is more than 10 days late (15 days late if you purchase the Vehicle in Nebraska), you will be charged 5% of the unpaid amount of the payment. However, if you purchase the Vehicle in Delaware, you will be charged the lesser of \$15 or 5% of the unpaid amount of any payment that is more than 10 days late. If you purchase the Vehicle in Georgia, you will be charged the lesser of 5% of the installment or \$50 if all or any portion of the payment is more than 10 days late. If you purchase the Vehicle in Mississippi, you will be charged the lesser of \$5 or 5% of the unpaid amount of any payment that is more than 10 days late. In Missouri, if your payment is more than 15 days late, you will be charged the lesser of 5% of the installment due or \$25. In North Dakota, if your payment is more than 10 days late you will be charged 10% of the unpaid amount or \$10, whichever is less.

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

8. SECURITY: You are giving a security interest in the Vehicle(s) being purchased.

9. OTHER TERMS: Please read all provisions of this Agreement for information on security interests, non-payment, default, our right to require prepayment in full before the scheduled maturity date, and penalties.

10. Receipt of Goods and Promise to Pay: You agree that you have received the Vehicle and/or services described above, and have accepted delivery of the Vehicle described above in good condition as of the date you executed this Agreement. You promise to pay to Seller the Total Sale Price shown above by making the Total Downpayment and paying the Total of Payments in accordance with the Payment Schedule shown above and all other amounts due under this Agreement.

BROKER FEE DISCLOSURE (California Sales Only): If this Agreement reflects the retail sale of new motor vehicles, the sale is not subject to a fee received by an autobroker unless the following box is checked:
☐ Name of autobroker receiving fee, if applicable: _____

LIABILITY INSURANCE: THIS AGREEMENT AND ANY SCHEDULES DO NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.
THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE SELLER. THE SELLER MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE AND RETAIN ITS RIGHT TO RECEIVE A PART OF THE FINANCE CHARGE.

NOTICE: Seller intends to sell all of its rights, title and interest in this Agreement and all Schedules to Toyota Motor Credit Corporation which, if it buys such rights, title and interest to this Agreement and all Schedules, will become the owner of the this Agreement and all Schedules and your creditor. After such sale, all questions concerning terms and conditions or payments should be directed to Toyota Motor Credit Corporation.

USED AND DEMONSTRATION CAR BUYER'S GUIDE
THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.
INFORMATION IN THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
 The preceding NOTICE applies only to a used or demonstration vehicle sale.

IMPORTANT: READ THE ENTIRE AGREEMENT (ALL PAGES) BEFORE SIGNING BELOW.
 BY INITIALING THIS SENTENCE IMMEDIATELY BELOW, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE NOT PURCHASING THE VEHICLES FOR PERSONAL, FAMILY, HOUSEHOLD, OR AGRICULTURAL PURPOSES AND IF YOU DESIRE TO USE THE VEHICLES FOR SUCH PURPOSES, A DIFFERENT AGREEMENT MUST BE ENTERED INTO WITH SELLER.

BUYER INITIALS _____ CO-BUYER'S INITIALS _____

NOTICE TO THE BUYER/CO-BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to a completely filled-in and exact copy of the contract you sign when you sign it. 3. Keep it to protect your legal rights. 4. You have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge. 5. Under the law you have the following rights, among others: (a) to pay off in advance the full amount due and to obtain a partial refund of the finance charge; (b) to redeem the property if repossessed for default within the time provided by law; (c) to require, under certain conditions, a resale of the property if repossessed. 6. If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon your request.

RETAIL INSTALLMENT CONTRACT

YOU SIGNED THIS AGREEMENT AND RECEIVED A COMPLETELY FILLED-IN COPY ON 09/29/2010

BUYER	CO-BUYER	SELLER
NAME	NAME	NAME
TITLE	TITLE	TITLE
DATE	DATE	DATE

09/29/2010

BUYER COPY

09/29/2010

7050 11/01

CERTIFICATE OF TITLE

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

VEHICLE IDENTIFICATION NO. **JTEBU17R768052996** YEAR **2006** MAKE **TOY** MODEL **RUN** BODY **UT** TITLE SEQ. NO. **4225842**

WEIGHT **3070** CYL **06** IF NEW, DATE FIRST SOLD **USED** DATE ISSUED **10/30/2010**

ODOMETER **100000** LIN. **100000**

First Lienholder
TOYOTA MOTOR CREDIT CORP
PO BOX 105386
ATLANTA GA 30348

Date of Lien
09/29/2010

Owner(s)
JANA LEASING AND RENTAL CORP
415 TAUNTON AVE
E PROVIDENCE RI 02914

RELEASE OF LIEN
(FIRST LIEN) Interest in the above described vehicle is hereby released.

Toyota Motor Credit Corporation

First Lienholder Date Released

Signature Title (if any)

Signature Title (if any)

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VOID, UNLESS OFFICIALLY STAMPED.
This document is proof of your ownership of this vehicle. Keep it in a safe place, not with your license or registration or in your car. To dispose of your vehicle, complete the transfer section on the reverse and give the title to the new owner.

DIVISION OF MOTOR VEHICLES

HOLD TO LIGHT TO VIEW
EAGLE WATERMARK

VOID IF ALTERED OR IF EAGLE
WATERMARK IS ABSENT

X

JOSHUA TEVEROW, ESQUIRE, LTD.
Counselor At Law

JOSHUA TEVEROW*

OF COUNSEL:

ALFRED G. THIBODEAU

STACY B. FERRARA

*also admitted to Massachusetts Bar

VIA EMAIL (patrick.haggan@massmail.state.ma.us) &
FEDERAL EXPRESS (7744 0523 5059)

August 31, 2015

Patrick M. Haggan
First Assistant District Attorney
One Bulfinch Place, Suite 300
Boston, Massachusetts 02114-2921

RE: Fox Toyota of Rhode Island
2006 Toyota 4Runner Ltd.
Defendant: Aaron Hernandez

Dear Assist District Attorney Haggan:

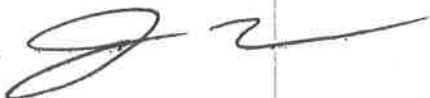
As you are aware, this office represents Fox Toyota regarding the above matter. You and I talked on the phone last October, at which time you agreed to assist in recovering Fox Toyota's 2006 Toyota 4Runner Ltd., which apparently was in the above Defendant's possession at a time when the Defendant is being charged with certain crimes in Suffolk County Superior Court (see attached follow-up email dated October 20, 2014 confirming our conversation). I attempted to contact you on a number of occasions thereafter, including a couple of reminder emails and follow-up phone calls, but to-date I have received no response.

At this time, Fox Toyota is obviously an "innocent financial victim" in this matter, because its leased vehicle has been in the Commonwealth's possession for a lengthy period of time, yet Fox Toyota has been making regular monthly lease payments on this vehicle even though it has no access to or use of the vehicle. You might say that Fox Toyota is being deprived of its property rights without due process, but rather than make

Patrick M. Haggan
First Assistant District Attorney
August 31, 2015
Page 2

that type of argument, we simply want to recover the vehicle now to stop any further financial losses by Fox Toyota as an innocent party. Please respond to this correspondence, hopefully indicating that you are ready to follow-through on your offer to assist Fox Toyota in recovering the vehicle. I would appreciate the courtesy of a response. I am a member of the Massachusetts Bar, and if necessary I would appear in Court whenever it would be helpful. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'JT', followed by a horizontal line.

Joshua Teverow, Esquire

JT/jr

Attachment

cc: Fox Toyota

Joshua Teverow

From: Joshua Teverow [teverowlaw@aol.com]
Sent: Monday, October 20, 2014 2:59 PM
To: 'patrick.haggan@massmail.state.ma.us'
Subject: Hernandez Case

RE: Fox Toyota of Rhode Island
2006 Toyota 4Runner LTD
Aaron Hernandez

Assistant District Attorney Haggan:

Thank you for talking to me today regarding the above matter. Fox Toyota appreciates your willingness to assist in hopefully promptly obtaining the return of the car to the dealership. Please call me if you have any questions or comments, or if my appearance in Court in Massachusetts would be helpful.

Joshua Teverow, Esquire

JOSHUA TEVEROW, ESQUIRE, LTD.

55 Pine Street
Providence, Rhode Island 02903
Office: 401-272-2901
Cellular: 401-641-2900
Facsimile: 401-331-2656
[Teverowlaw@aol.com](mailto:teverowlaw@aol.com)

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