

Trinity Wixner's Car Buying Experience

Trinity Wixner lives in Toms River, New Jersey. Toward the end of June, 2017, she contacted Lester Glenn Chrysler Dodge Jeep Ram Fiat in Toms River and informed dealership personnel that she wanted to purchase an SUV. At the time, she was 20 years old and this was her first car purchase, on her own.

The salesperson said she didn't qualify to buy an SUV. Instead, Trinity test drove a Dodge Charger. She came back to the dealership on July 1, 2017 with the expectation of purchasing the Charger. At that time, she was told she did not qualify for the Charger, given her credit and income, but that she did qualify to buy a 2013 Dodge Challenger and that the paperwork for the Challenger was all ready to go.

Trinity was not given the opportunity to test drive the Challenger. She sat in the vehicle, and was then ushered immediately into the dealership office to complete the paperwork. Trinity felt pressured into buying a car that wasn't the type of vehicle she really wanted, and felt like she was being "bum's rushed." The dealership tried to allay her concerns by telling her that after she had owned the Challenger for a while, and made all the payments on time, she could trade it in for an SUV.

On July 1, 2017, before she finalized the purchase, dealership employees handed her a Carfax report dated May 31, 2017, that indicated there were no safety recalls that had not been repaired. The Challenger was advertised and sold to her as a "Dodge Certified Pre-Owned" Vehicle, with the representation that it had passed a "comprehensive 125-point inspection." Fiat Chrysler also advertises "IMPORTANT RECALL INFORMATION: Before a Certified Pre-Owned vehicle is listed or sold, FCA US requires dealers to complete all safety recalls."

However, Chrysler had issued a safety recall for that vehicle on June 9, alerting owners that their cars had a defective alternator and was prone to stalling in traffic without warning, increasing the risk of a crash, and could also short-circuit and catch on fire. The dealership failed to perform the safety recall repair, and also did not tell her about the unrepaired safety recall, which at that time had no remedy available.

She paid a down payment of \$15,000. The total sale price, including financing, was \$33,804.96. The purchase included a dealer warranty of 3 months / 3,000 miles, and she also purchased an extended service contract.

She took the Challenger back to the dealership in August for repairs, and again they failed to inform her about the unrepaired safety recall, or to perform the safety recall repairs.

In November, Trinity met with the sales manager of Cherry Hill Chevrolet who informed her about the unrepaired safety recall. That sales manager printed out the safety recall notice and showed it to her. He told her the car was worthless because of the unrepaired safety recall, and that he would be unable to sell it to another consumer in that condition. He told her that she should go back to the dealership where she bought it and get the safety recall repairs done before he would consider buying it.

She went back to Lester Glenn Chrysler, and they refused to fix the car at no charge to her, despite the fact federal law requires safety recalls to be performed at no cost to the consumer, for a period of 15 years after the recall is issued.

Instead, they told her that it would cost her \$800 out-of-pocket to obtain the safety recall repair, that any repair would be only temporary, and would have to be redone over and over again, and that she could seek reimbursement from the manufacturer for the repair only after she already paid the dealership \$800 for the repairs to be done.

She complained about their selling her a car with an unrepaired safety recall. They claimed that the recall had not been issued until after she purchased the car, but when she challenged them over the timing of the recall, and the fact it had not been performed while her car was at their dealership for servicing, they changed their story about the date of the recall and then said they didn't know when it was issued.

She pressed them on taking back her car, and they said the most they would offer was around \$8,000 – \$9,000. She declined that offer, which would have required her to take a heavy loss and left her with the remainder of the loan to repay and no new car.

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Since then, she has driven the Challenger as little as possible, and instead has been driving a much older car. She has hired New Jersey and Pennsylvania consumer protection attorney Michael F. Niznik to represent her.

Links to relevant documents:

[Legal complaint filed on behalf of Trinity Wixner vs. Lester Glenn Dodge et. al.](#)

[Carfax report provided by the dealer](#), stating that the Challenger was being sold as a “Dodge Certified Pre-Owned” vehicle, and had “no open recall.”

[Fiat Chrysler description of their “Certified Pre-owned” program](#), including the following representations:

With a Certified Pre -Owned Vehicle (CPOV), you have far more than just a ‘used’ vehicle. You have confidence, pride and a vehicle you can trust.”

“Our CPO vehicles must pass a stringent certification process that guarantees only the finest late model vehicles get certified. Every vehicle...is subjected to a comprehensive 125-point inspection and a thorough reconditioning process...”

“IMPORTANT RECALL INFORMATION: Before a Certified Pre-Owned vehicle is listed or sold, FCA US requires dealers to complete all safety recalls.”

[Safety recall notice for Trinity’s Challenger](#), from the website of the National Highway Traffic Safety Administration, indicating that the recall was issued June 9, 2017.

[Letter Fiat Chrysler sent to owners of the recalled Challengers](#), alerting them about the safety recall and the potential for stalling and catching on fire