

Bonnie Belanger

Bonnie Belanger lives in Mansfield, MA. On June 17, 2016, Bonnie Belanger purchased a 2013 Chrysler Town & Country for approximately \$19,000 from Fafama Auto Sales in Milford, MA. The dealership advertises on its website that “We sell only the finest quality used cars...” and “All vehicles are inspected prior [to] sale...” She explained to the sales people that she was purchasing it primarily so that her 17-year-old son would have a safe vehicle to drive. One of the charges is a \$395 “dealer service fee.”

The purchase contract for the minivan included this: “ATTENTION PURCHASER: All vehicles are WARRANTED as a matter of state law. They must be fit to be driven safely on the roads.”

However, at the time of sale, in fact the minivan was unsafe and defective, because it had two unrepaired safety recalls:

- Recall P25/ NHTSA 14V-234, issued August 15, 2013. The recall notice warns that “The rear quarter vent window switch may overheat...and may cause...a driver’s door fire without warning.”
- [Recall #N44](#) / NHTSA 13V – 283, issued June 11, 2014. The recall notice warns that “The Occupant Restraint Control (ORC) module on your vehicle may contain a software error that could affect side curtain airbag deployment in...side impact collisions. This could cause an increased risk of injury...” [The side airbag may fail to inflate when needed in a side-impact crash.]

The dealer later admitted in a letter to Ms. Belanger’s attorney that no one at the dealership informed her of the unrepaired safety recalls, citing a “clean” Carfax report.

In December of 2016, the driver’s door caught on fire without warning, just as described in the recall notice. Fortunately, the fire was put out by a fire extinguisher before anyone was injured. However, the fire did cause significant damage to the vehicle including melting and warping the interior of the driver’s door so that it could not be closed. Ms. Belanger took the vehicle to an auto repair shop where the technicians informed her about the unrepaired safety recalls. The minivan was out of service for weeks pending repairs, and meanwhile Ms. Belanger had to rent a car.

Then she took the car to Mansfield Jeep Chrysler, which performed both safety recall repairs – fixing the air bag control module and the rear quarter vent switch – on the same day.

Fafama Auto Sales then refused to cover the cost of the damage to her minivan. She filed a complaint with the Attorney General’s office and has also retained auto fraud attorney Sebastian Korth to represent her in pursuing a legal case against Fafama Auto Sales.

Ms. Belanger says about her experience: “If you are buying a car from a licensed car dealer in our state, you shouldn’t have to worry they didn’t bother to get the free safety recall repairs done first. That’s their job, to make sure all the cars they sell are safe to drive before they sell them to a consumer.”

Bianka Janvier

Bianka Janvier is a 22-year old college student from Brockton, MA who is studying to become a nurse. On April 20, 2016, she bought her first car, a 2013 Nissan Altima, from the CarMax in Norwood, MA. She asked several times to take it for a test drive, but they kept making excuses and reassuring her that the car was fine.

After she bought the Nissan, a light kept coming on and she took it back to CarMax for repairs. However, they didn't fix the problem. They also failed to mention that the car had unrepaired safety recalls. Then in August of 2017, the transmission blew. CarMax refused to repair it. So she took it to the Nissan dealer in Brockton, MA. She was surprised and upset when the Nissan dealer informed her that the car had two unrepaired safety recalls. The hood latch was defective and prone to releasing, so the hood could fly up while the car was being driven, obscuring the driver's vision, which could cause a crash. The passenger airbag sensor was defective, so the airbag could fail to inflate and provide front seat passengers with necessary protection in the event of a crash, causing serious injuries or death.

The dealer performed the free safety recall repairs without any delays in obtaining parts. The cost of repairs was covered by Nissan. (Under federal law, all auto manufacturers are required to provide safety recall repairs at no cost to the owners, including car dealers or consumers.)

After she found out about the safety recalls from the Nissan dealer, she looked again at the documents from CarMax and found one that she had signed with a box that was checked indicating that according to NHTSA there was a recall(s). There is no box or checkmark next to where the form says "Open Recall(s) Reported by AutoCheck." The notice does not include the term "safety" recall or a description of the defects, or the risks involved, and it was not presented until after she had already signed the contract purchasing the car.

Further, Ms. Janvier has no recollection of any discussion or information about the unrepaired safety recalls on her car and would have not have purchased that car if she had known that it was unsafe. She drove her car for approximately a year and a half at great risk to her, her passengers and others who share the roadways.