

1955 Ford Fairlane Crown Victoria Custom

Date: Tuesday, June 14, 2022

From: Buyer [Address] [City], California [Zip] [Phone] [Email]

Reference: https://C8DENCE.com/

To: Volo Auto Sales

Attn: Brian Grams, Museum Director

27582 Volo Village Road Volo, Illinois 60073-9613 1-815-385-3644

[Email]

VAS Reference: V19665

RE: 1955 Ford Fairlane Crown Victoria Custom





Reply to response from Brian Grams, Museum Director, to my 44-page complaint filed with the Illinois Attorney General Consumer Fraud Bureau on Friday, June 3, 2022.

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Wednesday, June 8, 2022, 07:54 Pacific Time

Brian Grams, Museum Director, VAS

"The buyer is attempting to place responsibility of the car not being to his expectations on the seller because he did not do his due diligence prior to purchasing the car."

Due Diligence

There is only so much due diligence (reasonable steps) one can perform when they are at a distance geographically and making a purchase online. I'm also in a risk category for COVID. The buyer, [Buyer], is relying on the seller, Volo Auto Sales, to be truthful in their advertising and provide full disclosure. Especially a "collector car dealer with an excellent reputation and are regarded as an authority in the industry."

Questions and Answers

While the buyer would like to point out all of the cars imperfections and differences of opinion, I would like to ask the following questions.

Responsibility to Determine Condition

1. Whose responsibility is it to determine condition?

The written description, pictures, and video provided by Volo Auto Sales depicted a beautiful vehicle. The vehicle I received was **NOT** in the same condition as the one that was advertised. Please don't glaze over the fact that this vehicle was sold in November 2020 to a local collector who appears to have **severely abused** it and returned it in May 2021. VAS placed the vehicle up for sale again in June 2021 using the same media that was used for the October/November 2020 advertisement. There is also an unanswered question concerning the odometer reading, it was the same 3,549.8 miles in both sales.

Odometer Note: The post-sale inspection document I received on Wednesday, July 14, 2021, from Ryan Grams (VAS) prior to shipping indicated that the gauges were *"inop"*.

"Check gauges inop used to work. Half of the fuse box was unresponsive. Found fuse box wired up wrong, also several outputs in fuse box wired wrong."

Personally Inspect Car

2. Did you personally inspect the car?

The written description, pictures, and video provided by Volo Auto Sales depicted a beautiful car. Based on my communications with Erik Haugaard (VAS Representative), my review of the media multiple times, what I was "seeing", "reading" and "hearing" in the Volo Auto Sales advertisement, I felt comfortable that an inspection was not necessary. Unfortunately that decision has cost me dearly. It was immediately evident how much visible damage there was as soon as the vehicle was up on the lift. I would assume that Ryan Grams' visual inspection prior to shipping the vehicle revealed this.



Refused Inspection

3. Were you refused inspection?

I relied on what was being advertised in the video, written description, and the photographs. I learned the hard way that you **CANNOT** do that, no matter how reputable the company claims to be.

Third Party Inspection

4. Did you have a 3rd party inspect the car?

After reading what you have posted on the Volo Auto Sales website regarding Dealers and Third Party Inspections, I opted to pass on the inspection and relied on the Volo Auto Sales media presented in the advertisement for the vehicle and also what is stated on the VAS website.

Refused Third Party Inspection

5. Were you refused a 3rd party inspection?

I relied on what was being advertised in the video, written description, and the photographs. I also relied on what Volo Auto Sales **explicitly implies** under "Find Your Dream Car at Volo."

"Unlike other dealerships, we care about the history of the cars we purchase and **ensure** that we only sell vehicles that have undergone **rigorous inspections**."

- **Define:** Ensure Make certain that (something) shall occur or be the case.
- **Define:** Rigorous Extremely thorough, exhaustive, or accurate.
- **Define:** Inspection Careful examination or scrutiny.
- **Define:** Explicit Stated clearly and in detail, no room for confusion or doubt.

I relied on what was being advertised (description, pictures, video) along with your history and reputation in the industry. Why should I pay to have the vehicle undergo another *"rigorous inspection"* if Volo Auto Sales have already *"ensured"* me that this type of inspection had been completed? That didn't make financial sense to me at the time.

Mechanical Inspection/Certification

6. Were you given a detailed mechanical inspection/certification from the seller?

This is the first time I've heard of the "Detailed Mechanical Inspection/Certification" from the seller. Was this something you were supposed to provide to me during the sales process? That would have most likely come with a Warranty had something like that been available, correct? My answer is no, I was not given this certification from Volo Auto Sales, and I wouldn't have expected one. The vehicle was advertised as a \$250,000+ 15-year-old build with only 3,500 miles on the odometer. I would not expect there to be a need for this type of certification.



No Wear, Aging, or Imperfections

7. Was the car described as brand new with absolutely no wear, aging or imperfections?

The vehicle was described by Jay Grams from VAS as...

"This is an incredible car. Finished 15 years ago and driven 3,500 miles. It still shows and functions incredibly well. I personally drove it home and was impressed. It is ready to be enjoyed – show and go!"

15-Year-Old Restoration – 3,500 Miles

8. Was the car described as having a 15 year old restoration with [approximately] 3500 added since?

This is exactly how Jay Grams from VAS described the vehicle...

"This car was restored in 2005 so it's got about 15 years and it has about 3,500 miles on it so it's still an outstanding beautiful show car but now it's time to get in and drive it and enjoy it."

You keep using the word "restoration" and it's not a complete restoration in the true sense of the word. The 1955 body panels and trim were restored to show car quality in 2000-2004. There are multiple custom body components (1955, 1956, 1957, 1959) that replaced the original 1955 Ford Fairlane Crown Victoria counterparts. Everything else under the vehicle e.g. Art Morrison 2x4 Custom Frame, Art Morrison Suspension, Brakes, Drivetrain, and Crate Engine, were all custom and new in 2003-2004. This is **NOT** a restoration of 67-year-old components as you've previously implied.

For me, a vehicle that originally costs \$250,000+ to build with only 3,500 miles on the odometer after 15 years indicated that this was basically a new old car. I've seen a number of low mileage high end builds that are 20+ years old and they surely don't look like this vehicle does when it comes to the condition of the undercarriage and all other components beneath the vehicle e.g. suspension, drivetrain, engine.

Define: "Outstanding Beautiful Show Car"

"A show car, sometimes called a dream car, is a custom-made automobile created specifically for public display, rather than sale. They are shown at auto shows and other exhibitions. Show cars can either come from car companies or from private individuals."

Question for Volo Auto Sales, after reviewing the 100+ images that I have sent to VAS detailing the damages uncovered upon receiving this vehicle, do you still stand firm by your statement that this is an *outstanding beautiful show car*?



\$250,000 or \$74,998

9. Was the price of the car \$250,000 or \$74,998?

Are you implying that I should have expected what I received for the \$74,998 that I paid for this vehicle? And the 100+ images I've presented showing the extensive costly damages are par for the course as they say? And this is what the online consumer can expect when purchasing a custom classic vehicle from Volo Auto Sales that had "undergone a rigorous inspection" by Volo Auto Sales prior to sale?

Post-Sale Appraisal

10. Was the supplied appraisal used as a deciding factor in the purchase?

We both know that the appraisal was provided after the sale. Yes, I made the mistake of not making that clear in my initial complaint and it has been corrected.

No, the appraisal was not a deciding factor. It was a confirming factor when comparing to what VAS advertised. I was expecting a vehicle that rated a 98/100 and scored 5's on everything but Authenticity.

What I received was far from what was advertised, this vehicle was *grossly misrepresented* in ALL of the advertising materials e.g. video, images, written and verbal descriptions, and post-sale appraisal.

Offer to Purchase Car Back

11. Did Volo attempt to satisfy the purchase by offering to purchase the car back at the full sale price? Was the offer declined?

Volo Auto Sales ignored my emails 2, 3, 4, 5, and 6 regarding the condition of the vehicle received. During those emails, 100+ images and written descriptions were provided for your review and response.

After my seventh email on Tuesday, August 31, 2021, detailing the damages uncovered to date, the offer to buy back the vehicle was presented on Wednesday, September 1, 2021, 35 days after my first email. At that time, I had already made a considerable financial investment in preparation for repairs as evidenced by the previous six (6) emails I sent to multiple VAS recipients which were ignored by all.

The engine and complete drivetrain had been removed. The undercarriage was being completely disassembled e.g. suspension, brakes, rear end, etc. There were additional preparation costs incurred that I would not have been able to recover. It was not feasible to accept the buyback offer.



Factual Statements About Car

"The car was described to the best of our knowledge and believed to be true. The statements we made about the car were factual and true to the best of our knowledge and we stand firm to our opinions about the car."

The statements were not factual, and I've provided documentation to support that claim.

Buying Sight Unseen

Buying sight unseen does not remove the risk from buyer and place it on the seller but rather increases the risk for the buyer, especially with an as-is purchase. The seller is not responsible for a buyers lack of due diligence.

Buying sight unseen and signing an AS IS Sales Contract does **NOT** relieve the Seller from liability if the seller uses <u>misrepresentation</u> and/or <u>fraud</u> to induce the buyer to make the AS IS purchase of an item.

Value of Car and Current Condition

1. The car is not, nor was it represented to be in the same condition as when the restoration was first completed. Cars deteriorate not only from mileage but also from age, this is common sense. The car had different owners between the time of restoration and purchase, those owners are allowed to make any changes they want to their car that would make it different from the original restoration. The value of the car was reduced by \$175,000 for its present condition in comparison to the condition as when a \$250,000 investment was made in the car.

The vehicle was represented as... "... still an outstanding beautiful show car."

This vehicle was originally sold by the owner/builder for approximately \$119,900 in 2009. Your calculation and reduction of \$175,000 for its present condition is *grossly exaggerated* which seems to be a common factor in much of your written material. This vehicle has not maintained its equity over the years. The asking price of \$74,998 was well above the true value of this vehicle based on the substandard condition it was received in. I would have never purchased this vehicle had I known the true condition.

Factory Specifications Fodder

2. The car was restored with multiple changes from factory, meaning it was no longer a manufactured produced car. Meaning the current state of the car did not match factory specification and quality testing. The car was restored to the untested qualifications of the restorer which also comes with risk.

N/A Fodder



Definition of Appraisal

3. The definition of appraisal is to determine the value of an item. While it is based on condition it is not an inspection, an inspection determines condition. The appraisal was based on a visual inspection and graded based on the visual inspection.

Part of your appraisal covers the Undercarriage, which was rated a 5 by Jay Grams on Monday, July 5, 2021. If a visual inspection had been done on this vehicle as indicated by the post-sale appraisal, the leaking fluids from under the vehicle should have been discovered and disclosed to buyer.

You explicitly state on the Volo Auto Sales website that you "only sell vehicles that have undergone rigorous inspections". I would assume this means a mechanical inspection to determine the condition of the vehicle as you imply above. I would assume this means that Volo Auto Sales would have been aware of the true condition of this vehicle and failed to disclose those **material facts** in its advertising and/or during the pre- and post-sales process.

"Unlike other dealerships, we care about the history of the cars we purchase and **ensure** that we only sell vehicles that have undergone **rigorous inspections**."

Appraisal NOT Used in Buying Decision

4. The appraisal was given to the seller as part of the post-purchase documents for insurance purposes. It was not given to the buyer until after the sale was made and it was not used as a tool to promote or influence the sale of the car. The bill of sale was signed by the buyer on 06/21/2021, the date of the appraisal was 07/05/2021, over 2 weeks after the purchase.

I have clarified my original statements regarding the appraisal. It was a mistake on my part for not specifying that it was a post-sale appraisal, and it did **NOT** influence my purchase decision. The advertising media, email communications, and phone communications with VAS are what influenced my decision to purchase the vehicle. The appraisal was just a confirmation that what was being advertised was truthful. It aligned with what was written, pictured, and depicted in the YouTube video advertisement.

AS IS Sales Contract

5. Buyer signed all documents making him aware the vehicle was sold "as-is" including initialing the following statement "I have declined independent inspection of purchased vehicle and accept all responsibility for condition and authenticity of my purchase."

I'd like to refer you to the Consumer Fraud Act (CFA) and the list of violations that may be applicable in this situation.



I have to preface the following information with the fact that I am not a lawyer nor am I qualified to interpret law. But I do have common sense and after hours of research, I do believe much of this applies to what I am now going through.

Violations of the CFA Include:

• Any deception, fraud, false pretense, or false promise.

Example: VAS video, images, written and verbal descriptions e.g. misrepresentation of the vehicles actual condition.

• Any unfair practice.

Example: VAS taking advantage of an inexperienced online buyer who had opted to bypass a third party inspection by not disclosing the true condition of the vehicle in its advertising and/or pre- and post-sale communications with buyer.

Any misrepresentation or the concealment, suppression or omission of any
material fact, with the intent that others rely on the concealment, suppression or
omission of material fact.

Example: If VAS had disclosed the *material facts* during the pre- and/or post-sale process, I would have declined to purchase this vehicle. As soon as the mention of *"fluid leaking"* was made, I would have continued my search for a one of a kind classic. This vehicle was advertised as being an *"outstanding beautiful show car"*.

"This car was restored in 2005 so it's got about 15 years and it has about 3,500 miles on it so it's still an outstanding beautiful show car but now it's time to get in and drive it and enjoy it."

This vehicle was also advertised as "ready to be enjoyed – show and go!"

"This is an incredible car. Finished 15 years ago and driven 3,500 miles. It still shows and functions incredibly well. I personally drove it home and was impressed. It is ready to be enjoyed – show and go!"

That's what I was expecting to receive, a vehicle that was an *outstanding* beautiful show car and was ready for show and go!

A "Material Fact" is one:

- Where a person would have acted differently knowing the correct information, or
- Which concerns the type of information upon which a person would be expected to rely in making a decision.



Deceptive Practices Specific to Automobile Sales

- Failing to disclose material damage to a car or defects before sale;
- Tampering with odometers, failing to disclose accurate odometer readings, and misrepresenting a car's mileage (also see the Federal Odometer Act, 49 U.S.C. §32705(a), which provides for mandatory treble actual damages or \$1,500, whichever is greater, plus attorney's fees);

Seller MUST Disclose Known Defects

"If you purchased the vehicle "AS IS," the seller still has to disclose known defects, and can be liable for fraud or misrepresentation as to the vehicle's condition."

Dealer Lied About Vehicle's Condition

"The dealer lied about the vehicle's condition. Under [State] law, a dealer can't sell a vehicle AS IS if it makes a false statement about a serious defect."

"A dealer can't get off the hook for specific statements it made about the car. A dealer's verbal statements about the car, called express warranties, can never be disclaimed. This means that if the dealer said, "the car has never been in an accident," or "the check engine light is only on because the car needs a new oxygen sensor" when it actually needs a new engine, it can't squirm out of those untrue statements by hiding behind "AS IS."

AS IS Does NOT Invalidate an Express Promise

Note, the "AS IS" statement does not invalidate an express promise made about the vehicle's condition."

Exaggeration of Vehicle Value

We have full faith that the cars condition can once again match that of the initial restoration for the same or less of the \$175,000 cost difference of then and now."

This is more fodder and a *gross exaggeration* of the vehicle's value. You rarely recover restoration costs of this nature unless the vehicle is a true collector car, and its value has appreciated. That is not the case with this vehicle. It was originally sold for approximately \$119,900 in 2009 by the original owner/builder. That would be the starting point for any valuation as this vehicle does not appear to have undergone any major upgrades since its first debut in 2004.



Buyer Summary

Note: All times are Pacific Time. All quotes and/or statements from Volo Auto Sales are in italicized blue text. Some items have been **bolded** for my emphasis.

Introduction

On Monday, June 28, 2021, I purchased a 1955 Ford Fairlane Crown Victoria Custom online from Volo Auto Sales (VAS) in Volo, Illinois. The purchase price was \$74,998 plus Illinois Sales Tax at \$4,687 for a total of \$79,685.

I purchased the vehicle based on the company's reputation (60+ years), the media presented e.g., video, images, written description, and multiple communications with Erik Haugaard (VAS Salesperson) via phone and email. I signed an AS-IS Statement based on the above.

This information presented to the consumer on the <u>VAS website</u> also assured me that the vehicle was in excellent condition, and it had undergone a rigorous *(extremely thorough, exhaustive, or accurate)* inspection.

"At Volo Museum Auto Sales, we love classic cars. We love them so much that we built a museum for them. Unlike other dealerships, we care about the history of the cars we purchase and ensure that we only sell vehicles that have undergone rigorous inspections."

This vehicle was advertised by Jay Grams of Volo Auto Sales as...

"This is an incredible car. Finished 15 years ago and driven 3,500 miles. It still shows and functions incredibly well. I personally drove it home and was impressed. It is ready to be enjoyed – show and go!"

"I, Jay Grams, take pride in personally writing the descriptions for virtually every car for about the last 30 years now. A significant amount of effort goes into fact checking. What I am offering is my professional impression of the vehicle."

The written description, pictures, and video provided by Volo Auto Sales depicted a beautiful car with a post-sale appraisal performed by Jay Grams (VAS) who appraised the vehicle at \$80,000 and rated it 98 out of 100.

I felt confident that I was in good hands and that I was making a responsible and safe purchase decision. Little did I know what was in store for me!



Vehicle History

According to Erik Haugaard, VAS Representative, the history of the vehicle owners was unknown to Volo Auto Sales when I inquired.

Monday, June 21, 2021, 08:53 Buyer

"I was able to find one previous transaction for the car, that was in September 2011. At the time, she had 2,593 miles. Will the documents I'm receiving show the complete history for the car? I'd like to know all the previous owners and history if possible."

Monday, June 21, 2021, 09:38

Erik Haugaard, VAS Representative

"We do not have owner(s) history."

Sales History

Since I purchased the vehicle in June 2021, I have uncovered most of the vehicle's history or at least points of sale (title transfers). I have been in communication with the original owner/builder [Original Owner], and he has sent me all of the build receipts along with other items of interest.

Based on my research to date which includes an NMVTIS Title Check on Sunday, September 19, 2021, here is a timeline of title transfers (sales) for this 1955 Ford Fairlane Crown Victoria Custom.

- 1. 03/2009 \$119,900 RK Motors, First Sale by Owner/Builder
- 2. 03/2012 \$89,900 RK Motors
- 3. 02/2013 \$ Unknown Volo Auto Sales
- 4. 11/2020 \$ Unknown Volo Auto Sales
- 5. 06/2021 \$74,998 Volo Auto Sales

This vehicle was listed for sale by Volo Auto Sales in circa October 2020. According to Erik Haugaard (VAS Representative), "The car went to a customer of ours that buys and trades regularly."

The vehicle was returned to Volo Auto Sales in circa May 2021 and listed for sale again using the same video, images, and written description that were used for the October 2020 sale. Note that there were 8 other images added to the June 2021 advertisement showing the addition of lake pipes by the previous owner.



Odometer Discrepancy

The odometer image showed 3,549.8 miles in both the October 2020 and June 2021 advertisements. I inquired about this discrepancy, and this is the reply I received.

Monday, June 21, 2021, 08:53 Buyer

"The images on Volo show that there are 3,549 miles, is that accurate or were there additional miles since this photo was taken? I wasn't exactly sure how recent everything was regarding images and video. I recall you mentioning that it was initially listed about 7-8 months ago and purchased by a local collector who had it for a few months?"

Monday, June 21, 2021, 09:38

Erik Haugaard, VAS Representative

"The miles shown are accurate."

Question: If this vehicle sold in November 2020 with 3,549.8 miles on the odometer and then advertised again for sale in June 2021 with 3,549.8 miles on the odometer, does that mean that the local collector, a Volo Auto Sales regular customer, put "zero" miles on it? Not even a tenth of a mile? How can that be? Was the odometer disconnected/inoperable during this period? Or was it rolled back by D**** W****** S********* (DWS) prior to return in May 2021?

What Happened Between November 2020 and May 2021?

This vehicle was out for 6 months between November 2020 and May 2021, it sold to a regular customer (DWS) of VAS who buys and trades regularly. What exactly happened to this vehicle during that 6-month time period?

The written description, pictures, and video provided for the June 2021 sale by Volo Auto Sales depicted a beautiful car with a post-sale appraisal performed by Jay Grams (VAS) who appraised the vehicle at \$80,000 and rated it 98 out of 100.

The vehicle I received was not in the same condition as the one advertised in the media presented by Volo Auto Sales, nor was it accurately appraised. I've provided comparison images in my communications to date, and those have been ignored.

This vehicle was *grossly misrepresented* in the VAS June 2021 written description, video, images, and post-sale appraisal by Jay Grams of Volo Auto Sales.

This vehicle was received in California on Thursday, July 22, 2021, with a *host of mechanical issues* that are currently being documented and addressed.

Based on the amount of, and type of damage present, we can only assume that this vehicle was **severely abused** during the 6 months (November 2020 to May 2021) that it was in the hands of the regular customer (DWS) who buys and trades regularly.



The amount of damage is extensive and much of it is "fresh" and not something that would occur with normal wear and tear, especially with ONLY 3,549.8 miles on the odometer which apparently was not functioning during the 6 months it was out. Not a single tenth of a mile was registered between November 2020 and May 2021, and it was confirmed by Erik Haugaard that the mileage was accurate.

I believe the images I've presented showing the damages uncovered to date clearly indicate that the condition of the vehicle I received was not in the same condition as the one advertised, not even close. I relied on those advertising materials to make my decision to purchase. I also relied on those advertising materials to waive my right to an inspection. This vehicle was advertised as costing \$250,000 to build 15 years ago and it only had 3,500 miles since then.

Unfortunately, the odometer reading appears to be inaccurate. Our opinion is that there are many more miles on this vehicle than the 3,549.8 miles advertised and confirmed as accurate by Volo Auto Sales. Based on the damages present, those undocumented miles were very stressful. This can be attested to by multiple shop personnel.

It was claimed during the eighteen (18) days that it took to prepare this vehicle for shipping, that it would undergo a final inspection by Ryan Grams (VAS Shop Manager).

Before shipping, I received a five (5) page PDF via email showing a total cost of \$1,095.07 incurred by Volo Auto Sales for repairs. This final inspection is performed as a courtesy by VAS.

In that document, I had a list of numbered questions. Item #8 asked this...

8. "Do we know when the last service was? Fluid changes? Tune-up?" "Recent"

In that same document, item #15. I asked this...

15. "Left exhaust pipe. Is there possible minor damage somewhere along the pipe? I noticed that it's not sitting properly on the pin that holds the rubber mount."

Here are the Labor Descriptions for the items addressed in the post-sale inspection:

• "Check gauges inop used to work."

"Different tailpipes."

- "Half of the fuse box was unresponsive. Found fuse box wired up wrong, also several outputs in fuse box wired wrong."
- "Power seat kept popping fuse, had only 5 amp installed, put 15 amp instead."
- "Front control arm bolt was loose and ready to fall out. Tighten control arm bolt."
- "Dial down idle screws to prevent run on after shutdown."
- "Replace Battery"
- "Change Motor Oil, Lube Chassis"
- "Changed Motor Oil and Replaced Filter, Added 7 Quarts Standard Motor Oil, Lube Chassis, Check all Fluid Levels"



During this post-sale "inspection" period, none of the visible damage to the components underneath the vehicle were noticed and/or they were ignored.

- **Checking the gauges** should have revealed that the odometer was not working and the mileage of 3,549.8 was inaccurate. Erik Haugaard (VAS Representative) stated in an email that the mileage was accurate.
- **Tightening the control arm bolt(s)** should have revealed the damage to the bushings and spacers. The bolt was loose and ready to fall out due to the spacer and bushing being visibly damaged. All four control arms had this issue.
- **Dialing down idle screws to prevent run on after shutdown** should have revealed that the motor mounts and transmission mounts were broken. The vehicle experienced this run on after my test drive shutdown. The Hurst shifter ball on the 4-speed manual transmission moved 3-4 inches left and right during the run on, a clear indication that something was broken somewhere.
- Changing the motor oil should have revealed the rear engine seal leak.
- Lubing the chassis and checking all fluid levels should have revealed the fluids leaking from power steering, rack and pinion, transmission, and third member areas.
- **Having the car up on a lift** and performing a visual inspection should have revealed most of the damage we've uncovered since receiving the vehicle.

None of those damages were visible/disclosed in the advertisement media, pre- and post-sales communications, or the final inspection performed by Ryan Grams from Volo Auto Sales before shipping.

Do we know who attempted to weld the visible header pipe damage? Was that Volo Auto Sales who did that or the previous owner (DWS)? The weld appeared to be recent and just strong enough to make it through the on/off vehicle transport and 10 miles of test driving. Who was it that used a silicone substance to plug the hole where the missing header bolt was or to try and seal the exhaust leaks occurring around the header bolts that were stripped? These all appear to have been short term band-aid fixes to get the car running and shipped to the unsuspecting buyer.

Attempts Exhausted

I [Buyer] have made numerous attempts to resolve these ongoing issues since July 2021 through June 2022 (11 months). These attempts were executed via initial email communications with Volo Auto Sales to multiple recipients and then the Illinois Attorney General Consumer Fraud Bureau, all to no avail. I am now left with no other choice and must file a Civil Lawsuit against Volo Auto Sales. I am currently in the process of securing legal counsel.



Request to Back Out of Transaction

This entry is "for the record". I did want to cancel this transaction after the sale. The buyer is informed in the post-sale documents to contact Ryan Grams concerning the final inspection and shipment of your vehicle.

The post-sale communications were stressful to say the least. The lack of response from Ryan Grams to my emails was disrespectful and frustrating. It was only after the below email that some things started to happen.

It took eighteen (18) days for Ryan Grams to inspect this vehicle once it was sold on Monday, June 28, 2021. It was claimed by Brenda Grams that there were 70 cars in the queue, and I was one of them.

"At Volo Museum Auto Sales, we love classic cars. We love them so much that we built a museum for them. Unlike other dealerships, we care about the history of the cars we purchase and ensure that we only sell vehicles that have undergone rigorous inspections."

I was under the assumption that the vehicle had already undergone a <u>rigorous</u> inspection before it was listed for sale by Volo Auto Sales.

Wednesday, July 7, 2021, 04:24

Buyer

"Good day Brenda. Can you tell me what my options are to back out of this transaction? I had no idea that the car would be delayed this long, and I just have this sneaky suspicion that something is wrong somewhere, just not sure what.

Ryan informed me last week that he planned on driving and inspecting the car on Monday, July 5, 2021. I haven't heard from him and it's now Wednesday, July 7, 2021. I know, I can't count Wednesday but based on previous communications, I don't expect to hear from him today either.

I'm dissatisfied with the after the sale process. Had I known this was the procedure, I would have gone about this another way. I wasn't prepared to have the car sit for who knows how long after the sale.

Volo Salespeople SHOULD alert potential customers to the after the sale process. I was expecting something totally different. Since this is my first time purchasing a vehicle of this nature, I did not know what the process was.

Please advise, thank you."



Wednesday, July 7, 2021, 05:56 Brenda Grams, VAS Office Manager

"Good day [Buyer]

I believe your salesmen was Erik. I am typing this from my phone at home, so I don't have all the facts in front of me so bear with me.

Your vehicle was purchased Monday of last week. We had the holiday weekend and now you want to know your options because you haven't heard from anyone yet today as far as a status which your email was sent at 4 this morning? Or you're looking for an update? I am not understanding that entirely.

Anyways, Erik has an amazing customer service track record. His customer reviews are top notch. Literally all his customers rave to me about him and his customer service/transparency.

First, I honestly think you should contact him as I am not understanding where the miscommunication is with our final inspection stage. Every vehicle goes through this unless client insists on not having it done.

Just like a kitchen would not serve something they would not eat. Here at Volo we take pride in what we do.

I can assure you Ryan is not hiding anything for the fact he is my brother and it's our family business of over 60 years. He can be hard to reach on the phone but is better reached via email. He isn't stationed at a desk being a shop manager.

You bought the vehicle as-is and us as a courtesy to our customers do these final inspections at zero cost to you. I am not in that department (so when I get in today) I will get better clarification as to where we are in the final steps.

The first email I sent you does give a good break down as to the final process, wait times, department contacts etc. etc.

I completely understand the excitement and maybe you would rather we just ship the vehicle and not do the final inspection process and skip the waiting?

We sold 70 cars last month and you're in that number of vehicles we are tending to currently.

I appreciate your email and your concern. I honestly think you should just reach out to your sales rep and get an update. That may ease your mind some. I too have emailed them as well.

Have a great day and best regards."