Stewart Chevrolet Cadillac

780 Serramonte Boulevard January 3, 2023

Colma, California, 94014                                                                    via Certified Mail

To:   Stewart Chevrolet General Manager, Jonathan Broom

        ℅ Randy Hover

**Notice of Rescission and Demand for Rectification Under the CLRA**

This letter is in reference to the 2012 Honda Civic LX, license 6XSK164, 62595 miles,(vin number 19XFB2F50CE371108; hereinafter, “the vehicle”) purchased from Stewart Chevrolet Cadillac (hereinafter “Stewart Cars”) on December 4, 2022.

Stewart Cars provided a Carfax and Vehicle Inspection Report (invoice CVIS428552) indicating the vehicle has a clean slate and is in good condition. However, two separate mechanics report that the car has rust in structurally important areas which is beyond normal vehicle wear and tear. The presence and extent of this rust is unquestionably a material fact which should have been disclosed in any good faith Inspection Report.

**Please note:** as *Gutierrez v. Carmax Auto Superstores California* and numerous other cases have noted, it is well established that “failures to disclose material facts are actionable under the CLRA.”

As such, the Vehicle Inspection Report provided by Stewart Cars, representing that the vehicle is “of a particular quality,” plainly constitutes a “deceptive act or practice” as described in Section 1770 of the Consumer Legal Remedies Act (hereinafter “CLRA”). I therefore request rescission of the purchase and rectification of all costs, fees, and incidental damages, totaling $17156.17 ($16,726.87 purchase price, including taxes and extended warranty, and $429.30 incidental damages).

A detailed explanation of the mechanics’ findings follows below.

On Dec 30, I took the vehicle to my mechanic for a general inspection. Upon raising the hood, my mechanic immediately noted rust on the clamps and joints of the engine. Moreover, when he raised it on the lift, rust was spotted around the control arms, suspension, shocks and bumper bracket. A second mechanic, upon viewing pictures of this rust, confirmed the same findings. They both agreed the rust is not due to normal wear and tear.

According to these mechanics, the rust on the components of the car can compromise its structure, integrity and reliability, and lessen the value of the car. If this information was disclosed to us, we would have reconsidered this purchase.

We are deeply troubled by the Vehicle Inspection Report provided by Stewart Cars. Understanding that the purpose of a Vehicle Inspection is to uncover and disclose any potential defects or issues with the vehicle, we relied on this information when making the purchase. Specifically, that Stewart Cars performed a good faith and rigorous inspection and disclosed the results to us; namely, that the car had a “clean slate” and was in “good condition.”

Yet despite these assertions, two separate and independent mechanics called out the rust problem. Both identified it as extensive and structurally impactful (not merely superficial or cosmetic), and beyond normal wear and tear, such that the vehicle should be returned.  Clearly, since the rust is immediately noticeable and concerning to a trained mechanic, ***any*** Inspection Report should not merely disclose it, but highlight its significance. **Failure to do so is unquestionably a “failure to disclose a material fact,” and, as noted above, is actionable under the CLRA.**

For these reasons, I hereby request rescission of the purchase and rectification of all costs and incidental damages, totaling $17156.17 ($16,726.87 purchase price, including taxes and extended warranty, and $429.30 incidental damages). I also request that Stewart Cars perform and disclose a genuine, exhaustive, and good faith inspection before attempting to resell the vehicle, and cease the practice of withholding or failing to disclose material facts to vehicle purchasers.

Sincerely,

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