

# Sometimes car dealers deserve their ranking below politicians and bank robbers for trustworthiness

A military-connected family from Cheyenne decided they would purchase a car for their 18 year-old daughter. The parents had a budget and a certain car in mind. They were prepared to loan their daughter a couple thousand dollars and sign with her on a loan for the balance. They wanted a nice car, from a reputable dealer but didn't know a lot about the mechanics of a car so had to trust the place from where they would buy.

Just reaching the legal age of majority for contracts, the parents wanted their daughter to begin to establish a credit record of her own and thought their planned approach would accomplish that.

They shopped the local car dealerships and also Craigslist but didn't find what they were looking for. They wanted a car not older than about ten years and with a familiar brand name for dependable transportation.

They ended up at Kia of Longmont. A new car dealership visible from I-25 as you travel to Denver, they journeyed down there on Saturday, September 17th. The salesman showed them a 2000 VW Passat.

Volkswagen, of course, is a reputable name. Kia of Longmont, it turned out, is not.

The parents and their daughter liked the Passat - it fit their description, with a price they could afford and a car make they could trust. They took turns test driving the car and none noticed anything of concern about the car. It had a broken windshield but the dealership offers to replace it. While the buyers waited a couple days for the windshield to be replaced, the dealership told them they had found that the battery had a dead cell so replaced it as well.

During the shopping experience, the owner (or one who represented himself as the owner) named Clay (Barclay Close) engaged the buyers and told them the car had undergone "a 52-point inspection" and reassured them they were buying a good ride.

The car wasn't ready on Tuesday as promised but was delivered to the family in Cheyenne on Wednesday, September 21st.

Few miles were driven. Eight days later, as the daughter drove on I-25 south of Cheyenne, the car stopped. Stopped dead on the

interstate. No warning. It just died. When a car's computer module malfunctions, that is the result.

But, the Cheyenne buyers later found out that wasn't the problem. And they learned that with even a perfunctory "inspection," the ultimate problem would have been detected. They also learned later that a promised oil and filter change hadn't been done.

The car, delivered just eight days earlier, was towed to Cheyenne.

The mother called the owner, a guy who had been such a "salesman" when they were in the showroom about ten days earlier. In spite of the car being driven as few as 250 miles after delivery, the owner disavowed any responsibility. He used the familiar dodge as having sold the car "as is" and the buyer is responsible for any problems as soon as they drive off the lot.

Had it not been for his personal misrepresentations about the condition of the car and the claim that Kia of Longmont had performed a "52 point inspection" on the car, he may have had a "caveat emptor" defense - let the buyer beware.

He was defensive during the first contact and it got worse from there. Not being mechanics, the buyers didn't know what was wrong. What they knew was the car stopped running. Close told the mother to have the car "diagnosed." He did not suggest where that might be done, that his dealership would do it or would pay for it. Just get it done. A diagnosis disclosed that the timing belt had broken and that had caused huge problems in the engine.

The mother has been on this matter like a pit bull pup on a rolled-up sock.

She called a VW dealer in Colorado to ask about this issue. She was told that the Passat had an "interference motor" and a timing belt break would be a "catastrophic event."

Once she knew the extent of the damage and the cost of repairs, she tried every possible means to contact the Kia of Longmont owner. He would not accept her calls or respond to e-mails or FAX messages. She spoke with the service department manager and he told her he would speak with the owner and get back to her. He did not get back to her. She called Mazda of Lakewood, with the same ownership (Gleasol). Also to no avail.

She tried a little subterfuge. She called for the owner and did not identify herself to the receptionist, just asked for "Clay" by his first name as though she were a friend. That call he took but when he learned it was her, his demeanor changed immediately.

By this time, she knew the cost of repairs would be \$4,000.00 to \$5,000.00. An accurate estimate would be impossible until the motor was torn down. She asked for repair, replacement or refund. Close would provide none. He again told her she bought the car "as is" and there was no warranty.

The most he ever offered was a discount on repairs. The family would have had \$8,000.00 to \$10,000.00 into a \$5,000.00 car. That, of course, was unacceptable.

The enterprising family created a Facebook page on which they could let the world know about their experience with Kia of Longmont and what had transpired to that point.

Enter Nick Dodgson of Midas of Cheyenne. He was told about the Facebook postings and called the

very late one night and said he would fix their car without charge. They were very excited but also apprehensive. They did not know Nick and they had not done business with Midas of Cheyenne.

Even after determining the severity of the damage to the motor and what his costs would be to compete the repairs, Nick honored his promise. He didn't blink. He not only rebuilt the lower engine, but his coordination and initiative led to other improvements to the car.

Nick could also determine that there had been no inspection done to this car. None. Had even the most basic visual inspection been done, no reputation dealer would have sold the car in the condition Kia of Longmont sold this vehicle to the trusting family from Cheyenne. Broken timing belts are not uncommon and manufacturers make that fact known. Some vehicles recommend the timing belt be replaced at 50,000 miles. This VW timing belt should have been replaced by 80,000 miles. A cover has to be removed to inspect the timing belt and it had never been removed and this car had 130,000 miles, Nick informed the Herald.

Other belts, the easiest visual inspection items, were cracked and worn. Worse, a tire had a chunk of rubber missing from the sidewall. That owner could have been guilty of felony reckless endangerment for knowingly putting this car on the road with that tire.

Nick's contribution came with no conditions, no quid pro quo. *(More on this story on the next page.)*



## Generosity of Nick the Midas Guy

And others.

When the mother in this story decided that Nick was genuine, that he was really going to fix the car without charge or obligation to the family, she wanted the Midas corporate office to know about his generosity. As a result of her calling the office to inform them, they contacted Nick and said they would provide the parts he needed for the work.

Nick and his crew performed the engine work in his shop on E. Lincolnway. In ten days, he turned around a car that had to be towed into his shop. Not only was the upper engine rebuilt, Nick and the Midas gang made other arrangements for the Passat.

The family knew when they bought the car that they'd have to put new tires on it right away. They weren't aware, and weren't informed by the dealership, that one tire was dangerous, with a chunk of rubber out of the sidewall.

Nick and Midas made arrangements through Bridgestone to replace all four tires. Nick installed them.

In addition, he spoke with the owner of Halladay Motors, Tim Joannides, about the situation and Tim offered to have his detail shop

perform a "full detail" on the car for this grateful family.

When the family picked up the car from Midas on November 3rd, it was in a condition seldom found with a 2000 Volkswagen Passat.

It still has a lot of miles on parts of the car but there is much less likelihood that anything more than routine and minor repairs will be necessary in the foreseeable future.

I usually do not do consumer complaint stories. This one, though, is both intriguing and interesting. A piece of advice given by Nick is that anyone buying a preowned car, whether two years old or a dozen, whether it has 17,000 miles or 71,000, it is a good idea to have it inspected, really inspected, by an experienced mechanic. Most reputable car dealers will allow the vehicle to be taken to such a shop. If they won't and don't offer an all-inclusive warranty, go elsewhere.

Even a non-mechanic can see some tell-tale signs of a car having a short life remaining. Bald tires are one thing, but tires with chunks of rubber missing on the sidewall are quite another. This is not intended to be an indictment of Kia Motors. Just the one in Longmont. If he is allowed to continue in business as a Kia dealer, caveat emptor.

## THE DENVER POST denverpost.com

Back in August, I decided we needed more news at Casa de Herald than we were getting from the local daily and broadcast media. So, I re-subscribed to the Denver Post. For many years, we had subscribed to the superior newspaper out of Denver. Many of those years subscriptions were almost free as the Post waged circulation wars with the Rocky Mountain News. It had reached a point where I just didn't read the paper every day. So, we didn't renew the subscription.

After doing without the Post for a time, I decided I needed at least one frequent print publication in our abode so re-subscribed to the Post. This time, though, it was a Thursday through Sunday subscription (52 issues). For \$22.75 a quarter.

After what seemed to be only days, a letter came from the Post saying they were discontinuing daily delivery in Cheyenne and offered two options. The first was to receive only the Sunday Post and extend the already paid subscription for an

unspecified period of time. The other option was to receive the Sunday Post AND have access to the Online Post for a dime a week. There was no option for a refund of the unused part of the subscription.

I chose the Post/access option.

But, I have no earthly idea of how to access the Online Post. And, I don't care. There just isn't enough time in the day to read what I need to in order to produce the Herald and also to do "pleasure" reading.

On November 2<sup>nd</sup>, I received a "SUBSCRIPTION EXPIRATION NOTICE" that says the expiration date is November 6<sup>th</sup> and, unless I let them know, the paper will continue to be delivered, whether I want it or not. Previously, I sent back a renewal notice with CANCEL on its face and told two Post callers that I did not want to continue. In spite of that, we received a billing for papers delivered after that cancellation. I paid it. A quarterly subscription for the Post (13 issues) is now \$19.50.

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## Thank you. And, my apologies.

To those who have subscribed to this publication when they could go out and pick one up free, thank you. Your generosity and support for this grand experiment has always been greatly appreciated and still is. My good friend, Phyllis Atchison, once told me, "there are people who want to help you, Dave. Let them." Many have and, along with advertisers and donors, they have helped keep this thing going

Thanks also to advertisers and donors who have continued, month after month, time after time, to provide financial support. Again, without that support, this journey would have ended long ago. I wouldn't recommend publishing an independent, truth-telling publication to anyone who wants to get rich but there are other rewards in life besides being wealthy and despised by the majority of citizens who are not.

One advertiser has advertised with me virtually non-stop for more than

25 years. Jerry Lanzia began advertising on my pages in 1986. Others have supported both of my enterprises here in Cheyenne. I extend my gratitude to owners of those businesses. They have shown a courage many others in town lack. Readers support for those who practice free speech and freedom of the press now and after I'm gone should continue. It has been earned.

To those who have been afraid to advertise in the Cheyenne Herald or who dropped their support when confronted by chamber-types, shame on you. Cowardice is shown in many ways - you chose yours.

My apologies to all of those that I have not called back, responded to in writing, or otherwise acknowledged their plea for help. I should have done better but the requests outweigh my time and energy. I hope someone will come along in the future who can respond to your calls - can address your needs.

### Final issues

Publication dates and numbers for the remaining issues of the Cheyenne Herald (as of November 1, 2011)

October 25*	<del>Issue No. 228</del>
November 8	Issue No. 229
November 29*	Issue No. 230
December 13	Issue No. 231
December 28**	Issue No. 232
January 10	Issue No. 233
January 31*	Issue No. 234
February 21*	Issue No. 235
March 6	Issue No. 236
March 27*	Issue No. 237
April 10	Issue No. 238
April 24	Issue No. 239
May 8	Issue No. 240
May 30*/** ✓	Issue No. 241
June 12 ✓	Issue No. 242
July 3* ✓	Issue No. 243
July 17 ✓	Issue No. 244
July 31 ✓	Issue No. 245
August 21*	Issue No. 246
September 11*	Issue No. 247
October 2* ✓	Issue No. 248
October 16 ✓	Issue No. 249
October 30 ✓	Issue No. 250
November 13	Unnumbered

\* three weeks after previous issue  
\*\* Wednesday due to holiday

The November 13, 2012 Cheyenne Herald will be printed after the 2012 general election and will not carry a number. The 2012 issues printed during the campaign window[s] indicated with a check mark (✓) will have full color advertising available.

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