

Jeffrey Pollock
[REDACTED]
[REDACTED]

Cambridge, May 26, 2015

Dear Mr Pollock,

I have bought a Honda CR-V SE 2006 from you on 04/28/2015. The car falls under the Massachusetts Used Vehicle Warranty Law ([REDACTED]. c. 90 §7N 1/4). The car has a defect in its transmission (diagnosed on 05/13/2015 by Hondar House, Cambridge). Please send me an offer to buy back the car within 6 business days at the full purchase price as outlined below, or authorize the necessary repairs at your cost.

On the 28th of April, 2015, I bought a white Honda CR-V SE, built in 2006, with 110,353 miles on the odometer, from you, at the price of 9500\$. In addition, we agreed on organizing a repair of the front brakes, and you received 200\$ to buy brakes, which were to be built into the car by a repair shop you would recommend.

The car was described by you to be "in mint condition", and bought from an owner in Cambridge.

The sale was witnessed by Michael Hoffman, living at [REDACTED], [REDACTED], and signed in the office of Gochis Insurance, in the presence of Barbara E. Shea, [REDACTED] [REDACTED].

It turned out that the car produced noises in the transmission. I took it to a repair shop on the 12th of May, 2015, where it turned out that the transmission needs to be rebuilt (\$3800). I have written documentation for that.

Upon contacting you, you sent me to another repair shop, FNA transmission in Wakefield, MA, where the car spent from May 18th to Friday 22nd. FNA transmission suggested that the torque converter needs to be replaced and the transmission rebuilt, at a price of roughly 3000\$ + tax.

I learned of this on Thursday, the 21st. The repair shop informed me that they had already called you, but you were not willing to authorize the repairs, and I called you on your phone [REDACTED] on the same day. Under Massachusetts Law, the sale falls under a 30 day warranty, which means that you as the seller of the car are obliged to pay for the repair or the powertrain. You refused to pay for the necessary repairs. I collected the car on the next day from the repair shop, and I am not using it since, because I consider a faulty transmission to be an unacceptable safety risk for my family, i.e. the car is considered out of service since the day of your refusal to pay for repairs (05/25/2015).

Under the used vehicle repair law, you are required to cover repairs or buy back the car at the full price of purchase, including the following costs:

Price of car:	9500.00
Parts (brakes, not yet received):	200.00
Registration and pro rata insurance:	743.00 (exact amount to be determined)
Cost of alternative transportation after three days of car being under repair or out of service:	15.00 per day

Failure to comply with the Used Vehicle Warranty Law is an unfair and deceptive act or practice under the Massachusetts Consumer Protection Act, c. 93 A, which may entitle me to double or triple damages, plus court costs and attorney's fees.

With kind regards,

Dr. Joscha Bach
[REDACTED]
[REDACTED]