



CITY OF SOMERVILLE, MASSACHUSETTS
CITY CLERK'S OFFICE
JOSEPH A. CURTATONE
MAYOR

JOHN J. LONG
City Clerk

Memorandum

To: File
From: John J. Long
Date: August 14, 2013
Re: Complaint filed against Sooren Inc., dba Broadway Auto Sales, 525 Broadway

Yesterday the following complaint arrived via US mail, addressed to the Licensing Commission. My staff opened it and determined that it required my attention. This morning, after speaking with the Police Chief's Office, I forwarded the complaint to the Commanding Officer, Lt. Carmine Vivolo. He first advised that the RMV would follow up, then told me that the RMV had referred it back to the city for follow-up, and that he would forward it to Sgt. Warren Chaille.

Later, Sgt. Chaille told me that he had visited the dealership, and that they had properly represented the vehicle as "true mileage unknown." He said he would explore a charge of fraudulent practices (?) and would let me know of any further action. I told him I would forward the complaint to the Board of Aldermen, which is the licensing authority for Used Car Dealers.



2013 AUG 13 P 3:35

CITY CLERK'S OFFICE
SOMERVILLE, MA

City of Somerville, Massachusetts

**Licensing Commission
93 Highland Avenue
Somerville, MA 02138**

COMPLAINT FORM

Instructions: The purpose of this form is to allow individuals to file complaints with the Somerville Licensing Commission relative to suspected violations concerning businesses licensed by the commission. To file a complaint, please complete this form and return it to the City of Somerville Licensing Commission Office.

Name of Licensee: Sooren Inc

Business Name (d/b/a): Broadway Auto Sales

Address of Premises: 525 Broadway Somerville, Mass.

Date of Incident: 8/8/13

Time of Incident: n/a

Type of Incident:

- Sale of alcoholic beverages to underage individuals
- Purchasing alcoholic beverages from an unauthorized source
- Sale of alcoholic beverages to intoxicated individuals
- Entertainment without license
- Overcrowding
- Illegal gambling
- Other - Describe:

Provide detailed information relative to the suspected violation that is the subject of your complaint:

On March 23, 2013 I traded my 1999 Lexus RX 300 to Broadway Auto Sales with over 308,000 miles on it. I have signed documentation from them receiving it from me with this many miles. They are now advertising the vehicle for sale with only 103,000 miles. The VIN # in the advertisement is the same as the vehicle I traded to them. They have a disclaimer in their add stating that "the mileage on this vehicle seems to be accurate but cannot be guaranteed". They also show a picture of the odometer with the new mileage. During our negotiations the salesman, Julio, specifically stated that he could not put a car on his lot with over 300,000 miles on it and try to sell it. It is my belief that this company has knowingly altered the vehicle with the intent to deceive and defraud. I would like something to be done about this.

Please attach copies of any supporting documentation (i.e. receipts, pictures, advertisements, etc.)

Your Information:

Print Name: Melissa E. Taves

Signature: *Melissa E. Taves*

Date: 8/8/13

Contact Information: 508-360-6381, 18 Livingston Dr, Plymouth, MA 02360

Sooren Inc. dba Broadway Auto Sales

525 Broadway * Somerville, MA 0214

Phone 781-396-299

Fax 781-396-292

Buyer(s) MELISSA E TAVES. SSN _____ Date 03-23-13

Address _____ City _____ State _____ Salesman _____

Address 18 LIVINGSTON DR City PLYMOUTH State MA Zip 02360

Phone (Home) 508-360-6381 Phone (Work) _____

You the buyer(s) hereby do agree to purchase from Broadway Auto Sales the following motor vehicle under the terms and conditions as follows:

Vehicle Description	
Make <u>AUDI</u>	Type <u>A6.3.0</u>
Year <u>2004</u>	Vin # <u>WAULT64B24N015494</u>
Color <u>GRAY</u>	Odometer reading <u>117,492</u>

Additional Provisions:
<u>ORDERED CENTER CONSOLE COVER</u>
<u>ASHTRAY</u>

Trade In Description	
Make <u>LEXUS</u>	Type <u>RS300</u>
Year <u>1999</u>	Vin # <u>JTBHF10VXX002748</u>
Color <u>BLUE</u>	Odometer reading <u>308,420</u>

Total price of vehicle	\$ <u>6,405.00</u>
Warranty	\$ _____
Credit/Over Allowance	\$ _____
Trade In Allowance	\$ <u>950.00</u>
Balance owed on Trade In	\$ _____
Administration fee	\$ <u>595.00</u>
Total cash delivered price	\$ _____
State and Local Taxes	\$ _____
Down payment	\$ _____
Amount to be financed	\$ _____
Total due upon delivery	\$ <u>7,950.00</u>

ODOMETER DISCLOSURE STATEMENT

Federal and state regulations require you to state the odometer mileage reading upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee for attorney fees, and for civil or criminal penalties pursuant to sections 409, 412 and 413 of the motor vehicle information and cost savings act of 1972 (Pub. L. 92-515, as amended by Pub. L. 94-364 Pub. L. 99-579)

I, Broadway Auto Sales state that the odometer now reads 117,492 miles (no tenths) and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.

(1) I hereby certify to the best of my knowledge the odometer readings reflects the amount of mileage in excess of it's mechanical limits.

(2) I hereby certify that the odometer reading is not the actual mileage. **WARNING—ODOMETER DISCREPANCY**

Transferor's signature (Seller) [Signature]

Transferee's signature (Buyer) x M. Taves

By signing this contract you agree to buy the vehicle described above from the seller, on the terms and conditions listed above and on the back. This contract supersedes all oral representation made by the seller or it's agent prior to the execution of this contract.

You agree that the seller may keep the cash deposit as liquidated damages if you breach this contract. Some of the ways you may breach this contract are canceling the contract after: 1) the seller may no longer cancel his order from the manufacturer, 2) the seller has performed services on the vehicle, or 3) the seller has taken other actions in reliance on your signing this contract.

Notice to Buyer: 1. Read this contract before signing. 2. You are entitled to an exact copy of the contract you sign. You, the buyer, acknowledge that you have read this contract and have received a completed copy of this contract. You also certify that you are of legal age to execute binding contracts in this state. This contract is not binding until approved by the seller.


Buyer's Signature x Melissa E. Taves Date 3-23-13

Co-buyer's Signature _____ Date _____

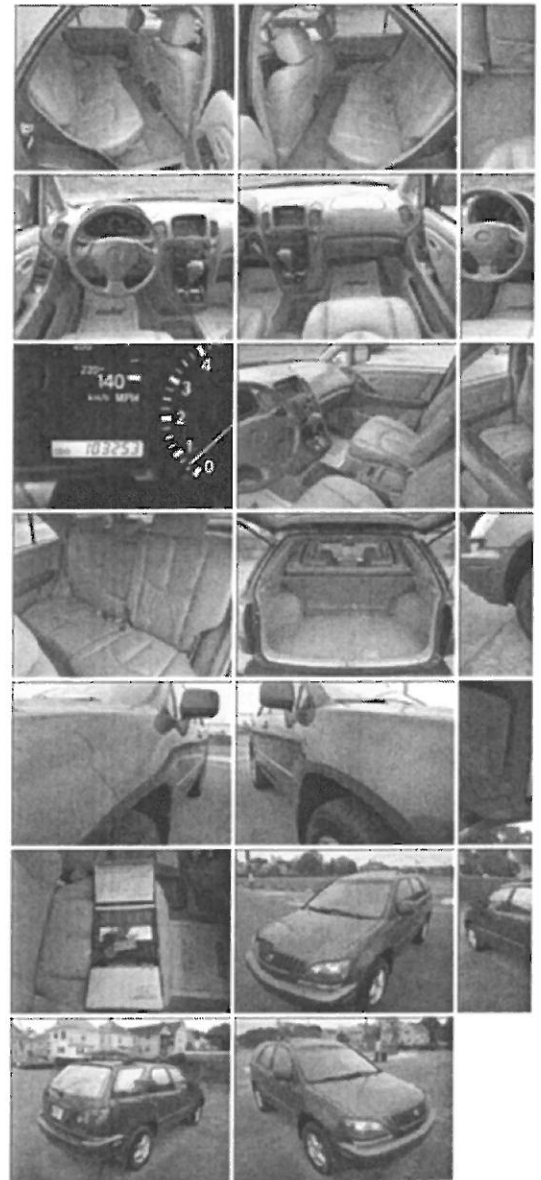
Approval of Order by Seller _____ Date _____

1999 Lexus RX 300
VIN: JT6HF10UXX0027248

Please type the words below in the box below
and click Send Comments to contact us about this vehicle.



* denotes required field



Join Dealer Email List

Join our email list and be notified each time we add a new vehicle!

Your Email:

Vehicle Options	
•4WD/AWD	•Subwoofer
•ABS Brakes	•Tachometer
•Air Conditioning	•Tank: 17.20 gallon
•Alloy Wheels	•Tilt Steering

Loan Payment Estimator		
Amount	Cash/Trade	Intere
<input style="width: 60px;" type="text" value="6950"/>	<input style="width: 60px;" type="text" value="0"/>	<input style="width: 60px;" type="text"/>
Monthly Payment		
36 Months	48 Months	60 M
\$211.43	\$163.22	\$13
72 Months	84 Months	
\$115.18	\$101.53	
**These estimates do not represent actual loan o should only be used as a reference for what yc expect to pay from a third party lender.		