

Automobile Sales, Repair, and Financing Abuse

DannLaw attorneys are among New Jersey's leading advocates for consumers who have been victimized by dishonest car dealerships and auto financing companies. We understand that a client's car is one of their most valuable assets and is vital to their ability to earn a living and take care of a family. So, we fight hard for people who have been cheated in a car sale, subjected to fraudulent repair practices, or had their cars unlawfully repossessed.

Undisclosed prior accidents. Car dealerships often attempt to sell used cars that had been in previous accidents without disclosing this important information to the buyer. While the signs of prior accidents may not be visible to the average consumer, the damage is easily spotted by people in the car sales industry and can significantly affect the value and performance of the car. DannLaw attorneys have a proven track record of obtaining substantial relief for clients who have been sold a car with prior accidents.

Spot Delivery" or "Yo Yo" Sales. Dishonest dealerships will sometimes tell customers that they've been approved for financing, allow them to drive away with their cars, leave their old vehicles as trade-ins, and then notify them, days or weeks later, that the financing fell through and the customer must come back to sign new set of loan documents, usually with higher payments or other unfavorable terms. This practice has become known as "Yo yo" selling, and the DannLaw legal team is a leader in helping consumers who have been victims of this fraudulent practice.

Fee padding. Dealerships will often pad their profits by charging the customer for "add-on" products and services, such as extended warranties, gap insurance, and window etching. While not every unrequested fee or charge may lead to a legal claim, some can, especially if the dealership misrepresented the nature of the fees or the services provided. DannLaw can evaluate the details of your sale and your deal papers to determine if you have rights against the dealership.

Bogus warranties and other add-on services. In some cases, dealerships will charge for add-on services that they or their affiliated businesses do not intend to deliver. For example, dealerships sometimes sell extended warranties and service contracts from a warranty company that routinely refuses to honor the warranty. If you've had an extended warranty claim that was arbitrarily or unfairly rejected, contact DannLaw to arrange a free initial consultation.

Auto Repair Fraud. Because of the technical nature of automobile repairs, consumers are vulnerable to abusive practices, including unauthorized work and charges, unnecessary work, deceptive substitution of parts, and failure to do work within an agreed upon reasonable time.

DannLaw's attorneys have successfully handled numerous cases against dishonest repair facilities.

Wrongful Repossession. Too often, car finance companies and their repossession agents break the law when repossessing consumers' cars or when auctioning them after the repossession. For example, the repossession agent may not engage a "breach of the peace" to accomplish the repossession. This means that the agent may not threaten the consumer, seek police assistance with the repossession, or break into a consumers' property. After the repossession, the finance company must conduct a "commercially reasonable" sale of the car and provide the consumer with proper notices. If your car was repossessed and you feel that the lender or repossession agent did not comply with the law, contact DannLaw right away to schedule a free initial consultation.

Arbitration. Retail buyer's orders, financing agreements, and leases for cars often have arbitration clauses. When an arbitration clause is enforceable, it means that you have to pursue any claims before a private arbitrator, not in court. Our attorneys have successfully litigated cases both in court and before arbitrators such as the American Arbitration Association. If you are the victim of auto fraud but are bound by an arbitration clause, you still have the right to file a claim. Contact DannLaw today to schedule a free initial consultation.