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11/2/22

To: Christian Johnson

Re: Nissan Complaints about Benson West

Dear Christian,

You requested that I write my complaints about my experience with Benson West while purchasing a Nissan leaf at red rock Nissan on October 27th, 2022. First and foremost, I'd like to tell you that I don't have any complaints about you. You were very polite and charming. You did the best you could, and I think that you were limited in what you could do. I think it is important that you get paid for the sale of the car. You always responded to me in a very timely and professional manner when I had questions and you helped me figure out how much charge I had when I was driving home after purchasing the vehicle. Although, the vehicle only had a 33% charge when I drove away and I had to drive back to Carbondale, 100 miles away. It should have had a full charge.

The first issue that I have with my purchase is that I was never told the price of the car until I was asked to sign documents purchasing the vehicle. The price that was listed online (\$37,780) was \$6000 less than I was charged. I was told that the car was marked up an additional \$6000 because of demand and I was not given a reason otherwise nor was I given the option to pay less money.

Benson attempted to sell me GAP Insurance, extended warranty coverage, etc. When I declined all of these things, Benson gave me a dirty look and audibly sighed in a frustrated way. I suppose I should have known what I was in for at first glance at Benson, who was wearing a shirt printed with hundreds of Jaws sharks with open mouths fully of bloody teeth. The shirt was in poor taste and an obvious hint of someone who likes to take advantage of people.

Benson asked me to sign a joint tenancy agreement despite the fact that I was purchasing the vehicle as a sole buyer. I had to argue with Benson for a long time about not signing that document. Benson said that he was unable to modify that document or remove it because it was a part of the electronic forms that populate in his system. As an attorney, I am familiar with forms and how to modify them. I refused to sign the joint tenancy agreement because anyone could add their name to it to become a joint owner of the car.

Benson told me that I should just sign the joint tenancy agreement anyways because he wasn't going to send it to Nissan, and that he could not modify the form or remove the joint tenancy

agreement in the electronic system. I asked him to print the document out and remove the form and that I would sign the first page, which was a required title document, physically instead of electronically. Benson continued to argue with me about it this but in the end, I did not sign the joint tenancy agreement.

Benson also asked me to sign a blank service contract document and he told me that it did not apply to my electric car because my electric car would not need oil changes but to just sign it anyways because if I didn't sign it, we would have to go through all the documents again in the electronic signing process. I refused to sign this document as well, and we went through the signing process again at my request. Much like the article by Anne Landman and the Red Rock Nissan fiasco with Jesus Acevedo, I was at risk for someone to fill in the blanks of a signed, blank service contract and obligate me to paying more money if I were to sign that document. I wonder how many other unsuspecting customers have been bullied into signing blank contracts at Red Rock Nissan.

When asked what would happen if I chose to pay off my loan immediately as opposed to waiting for six months as I was directed to do, Benson threatened that if I paid my loan off quicker than 6 months, he might have to charge me additional money since then he would not get his \$2400 loan origination fee. I asked Benson where in my contract it says that he can charge me more money if I pay my loan off early, and he said nowhere. He also indicated that he had only charged a couple of people money for the origination fee when they paid their loan off early. I believe that this was a lie that was meant to coerce me into waiting six months before paying off my loan so that Benson could get his loan origination fee. Benson spoke excessively about how he made his money and how I should have to wait six months before paying off the loan in full so that he would get his money. Since there is no prepayment penalty in my contract, I am aware that Red Rock Nissan does not have a right to charge me additional money should I decide to pay my loan off immediately.

It is clear to me that Benson was attempting to take advantage of me for financial gain. The things that happened in his office were all things that happened to Jesus Acevedo and many others as chronicled by Landman's blog. I'm not surprised since jokes and warnings about being taken advantage of while buying a car at a dealership are older than Benson himself.

I feel duped on the \$6000 markup of the MSRP of the Leaf. I was never given a good reason for this mark up and wasn't given the opportunity to negotiate about it. I was told that Pathfinders get marked up \$10K and other cars get marked up different amounts. After my experience with Benson, I question the veracity of this and wonder if it was just a scam to make more money. I think that Red Rock Nissan needs to take corrective action, provide honest prices up front on their internet and vehicle stickers, and be direct about their pricing and contracts.

Stephanie Bergner