

Complaint Against: Lou Fusz Buick GMC Truck
10950 Page Blvd
Saint Louis, MO 63132

This is a complaint about Lou Fusz Buick GMC regarding their business practices. Their transaction with Eddie Livesay constitutes a yo-yo deal.

Vehicle title must pass to the buyer at the time of sale. [§ 301.210 R.S.Mo.](#) states that:

It shall be unlawful for any person to buy or sell in this state any motor vehicle or trailer registered under the laws of this state, unless, at the time of the delivery thereof, there shall pass between the parties such certificates of ownership with an assignment thereof, as provided in this section, and the sale of any motor vehicle or trailer registered under the laws of this state, without the assignment of such certificate of ownership, shall be fraudulent and void.

Lou Fusz Buick GMC did not give Mr. Livesay title at the time of sale.

On June 17, 2011, Mr. Livesay visited Lou Fusz Buick GMC, because he wanted to trade in his car for one that had a warranty. He traded his 2007 Chevrolet Impala, tendered a check for \$10,700 and received a 2007 Jaguar. A dealership employee informed Mr. Livesay that Lou Fusz had a “three day, no questions asked” return policy and he could return the Jaguar during that time. A large sign in the dealership also stated this policy. However, on the day that Mr. Livesay took possession of the Jaguar, title was not delivered to him.

Within the three day return period, Mr. Livesay returned to the dealership and demanded the return of his check and trade-in. Mr. Livesay’s reason for trading in his Impala was the desire for a warranty. He is elderly and would feel more comfortable having a car that had a written warranty. A salesperson had repeatedly told him that he would receive a written warranty to cover the Jaguar. However, during the course of the three day return period, Mr. Livesay discovered that he would not be receiving a written warranty.

Upon discovering this information, Mr. Livesay decided to take the car back to the dealership. However, an employee informed him that he could not take advantage of the three day cancellation policy because of a sale that was going during the time her purchased the Jaguar. The employee also informed Mr. Livesay that, in addition to not being able to take advantage of the cancellation, his trade-in had already been sold.

Mr. Livesay did not have title to the Jaguar at that point and, therefore, the sale had not been completed. Instead of returning his \$10,700 and trade-in, Lou Fusz told Mr. Livesay that his only options were to keep the Jaguar or purchase a different car. Based upon those misrepresentations, Mr. Livesay felt like he had no other option except to purchase a different car.

Mr. Livesay purchased a 2011 Chevrolet Impala. Again, Mr. Livesay did not receive the title for the Impala at the time of sale. The paperwork for the vehicle, which he received several days later, did not accurately reflect the trade-in value of his 2007 Impala.

Further, a newspaper advertisement during this time indicates that Lou Fusz sold the 2011 Impala to Mr. Livesay at a price inflated by several thousand dollars. Mr. Livesay went to the dealership to ask about the price inflation, but Lou Fusz ignored him and refused to return his check and 2007 trade-in.