

Complaint Against: Suntrup Kia  
3705 Lemay Ferry Road  
Saint Louis, MO 63125

This is a complaint against Suntrup Kia regarding their business practices. Their transaction with Barbara Webster constitutes a yo-yo deal. She wants the return of her \$2500 down payment and the car payments she made totaling \$1625.

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.

Suntrup Kia did not give Ms. Webster title at the time of sale. Further, Suntrup Kia misrepresented that she had financing for the vehicle.

On February 22, 2011, Ms. Webster visited Suntrup Kia and discussed the purchase of a 2011 Kia Sorento with sales agent Scott Seyfried. Another man, William Bruner, asked her questions about her credit and had her sign a retail installment contract and a retail buyer's order. He also had her sign a finance application. After signing the financing documents, Mr. Bruner congratulated Ms. Webster on her new car and thanked her for purchasing from Suntrup Kia.

Ms. Webster paid a \$2500 down payment, turned over the title to her Chevrolet Equinox, and drove away with the 2011 Kia Sorento. Suntrup Kia did not give her title at that time. Further, Suntrup valued her Equinox at \$11574 as a trade-in, but the Kelly Bluebook value was \$14900.

Later that evening, Scott Seyfried called Ms. Webster and told her that she would need a co-signer for the Kia. He asked her to go back into the dealership.

Ms. Webster visited Suntrup Kia during the first week of March and took a friend to be the co-signer. They filled out new paperwork for financing. Later that day, Ms. Webster called and asked Scott Seyfried about the title for the car. He told her to contact William Bruner, but when she Mr. Bruner twice to ask about the title he never responded to her messages.

Ms. Webster and her co-signer both received rejections from First Financial for financing on the Kia Sorento. Her friend declined to be the co-signer on the car after being informed that Suntrup Kia had listed her as the primary buyer on the car.

On May 18, William Bruner asked Ms. Webster to come into the dealership again. He asked her if she had found another co-signer. When she stated that she had not, he said that he had a friend “down the street” who did him favors and maybe he could re-work the financing. Mr. Bruner said that the friend “okayed everything.”

On May 20, Ms. Webster went back into Suntrup Kia and William Bruner said that his boss wanted the Sorento back. She asked about the return of her down payment, car payments, and old car. Mr. Bruner ignored her requests and said that her Chevy Equinox had been sold already.

Since that date Ms. Webster has retained Legal Services of Eastern Missouri in nullifying this illegal yo-yo deal.

This practice of not provide title at time of sales shows that Suntrup Kia is engaging in yo-yo deals.

Ms. Webster gave back the vehicle, but she has not yet been repaid the down payment or the car payments she made.