

# Lawyer: Car dealer lied

BY NATHAN J. TOHTSONI  
THE NAVAJO TIMES

ALBUQUERQUE - All Edmund and Raedean Yazzie wanted was a reliable vehicle that had not been introduced to the rough terrain of the reservation.

Instead, what they got was a federal case law rendered in their favor.

U.S. District Senior Judge Edwin L. Mechem, former governor of New Mexico, recently released an order stating that the dealership from which the Coolidge, N.M., couple bought their vehicle committed "defraud" when it

violated the Motor Vehicle Information and Cost Savings Act, commonly known as the Odometer Act.

An undisclosed settlement was reached between the Yazzies and Amigo Chevrolet, Inc. of Gallup.

Richard Feferman, Albuquerque attorney for the Yazzies, said the case has set a precedent that has far-reaching repercussions across the country.

"This is the first time in the country that a court has even looked at the law," Feferman said. "Now dealerships can't say that a little old lady only drove the vehicle on

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# Amigo / Car buyers entitled to vehicle history

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Sundays but a person did drive it on the rough roads in Chinle. They lied to them because of the long service history of that vehicle. They kept it hidden from them because they knew the Yazzies wouldn't buy it."

The Yazzies visited the dealership near downtown Gallup with intentions of purchasing a vehicle that had not experienced the often rough terrain found on many reservation roads.

On Sept. 27, 1997, Amigo sold the couple a 1994 "dually" truck, which the dealership had acquired three weeks earlier from a Gallup resident. Amigo told the Yazzies the vehicle was acquired in

Phoenix, the complaint states.

The order adds that the dealership also "failed to tell (the Yazzies) either that it held a title certificate signed by a Gallup resident or that the truck had originally been purchased by Amigo at its Gallup location. In knowingly concealing material facts from the plaintiffs, Amigo not only misrepresented the history of the 'dually' truck, but also acted intentionally to deceive the plaintiffs."

The order states that Amigo continued to withhold the truck's title certificate and instructed the Yazzies to sign a power of attorney, which would allow the dealership to transfer the vehicle without a certificate of title and to obtain a new one from the state of New Mexico.

Mechem called Amigo's argument frivolous.

He said that the Secretary of Transportation prescribed regulations in which the original certificate of title must serve as the means of relaying odometer information. He said withholding or

substituting a valid title is only permitted when odometer information is unknown or the issuance of a new title or secondary document is necessary.

He also added that Amigo erred when it asked the Yazzies to sign a power of attorney.

"Clearly, in this instance, (Amigo) did not care what the law required and intentionally manipulated title procedures both to mislead plaintiffs and to serve its own needs," Mechem wrote.

"Where there was no reason, factually or legally, to cause a new certificate of title to be issued or to refuse to provide plaintiffs with the valid title certificate in its possession, reasonable inferences evidence Amigo's knowing and intentional disregard of the Odometer Act for its own purposes - to deceive plaintiffs with regard to a material fact," he added.

Mechem said it's clear that Amigo did not conceal the number of miles on the truck, but instead, concealed the location of the miles driven and the verification of the

odometer's reading.

Terry Proffitt, owner of Amigo Chevrolet, said that the dealership did not violate any laws and that the case was confidential. He then referred any further questions to his Gallup attorney, Lynn Isaacson, who also refused comment.

Feferman said Amigo could have challenged the summary and gone to court. If a decision returned unfavorable in their favor, they could have appealed to the 10th U.S. Circuit Court of Appeals.

"Mechem, in rendering this decision, said my clients were going to win," Feferman said. "The reason the dealership settled was to avert publicity. Mechem said there's fraud here and we don't even have to go to trial to prove fraud from what's already known. This is really the first case of its kind that's come out. He's not just speaking to the people here but to people all around the country."

Edmund Yazzie chose not to comment because the settlement included a confidentiality agreement.

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Timeswebsite:

[www.thenavajotimes.com](http://www.thenavajotimes.com)

or e-mail:

[webmastert@thenavajotimes.com](mailto:webmastert@thenavajotimes.com)