**BUSINESS RESPONSES**

**FOR**

**DAVID FRANCIS**

**David, please review below and let me know what you think. Once we get the details and wording as you want it, then we can respond to the Google complaints. Please see my note below in blue. I don’t know how much you want to say to “poke the beast.” Let me know. Also, I think the BBB form states there’s a 9000 character limit for responses, so we may have to shorten. This response is approx 450 words, so you should be okay.**

**BBB COMPLAINT RESPONSE**

**RE: ARTHUR RUSSELL**

**CASE # 27629625**

AAA Trucks, LLC has been in business for over \_\_\_\_ years. In that time, we have taken care to develop enduring relationships and procedures that serve our clients as well as our business. With every truck sale, the client is made aware of these procedures and each buyer is presented with detailed contracts and paperwork that are explained and signed by the purchaser as an acknowledgement of receipt of the contract and ultimately, the vehicle.

These procedures were followed faithfully regarding the transaction in question with Arthur Russell on \_\_\_\_\_\_\_\_\_\_\_\_\_, the date of sale. AAA Trucks is in possession of the contract, approximately twenty-five pages, signed by Mr. Russell, in which it states that trucks are sold in as is condition. The buyer also has the opportunity, prior to the execution of the contract, to complete due diligence and check the vehicle he or she is planning to buy. In addition, the client also has the option to purchase a warranty at the time of sale. Mr. Russell fully executed the contract, purchased the warranty from Freedom Shield, and took possession of the truck in question.

AAA Trucks sells vehicles in as is condition and offers no warranty or guarantee once the contract has been fully executed other than the external warranty provided by Freedom Shield.

Mr. Russell contacted David Francis \_\_\_\_\_ days after the purchase stating the truck needed a new transmission and turbo. Mr. Russell had taken the truck to Freightliners, his preferred choice of repair shop, and received an estimate of $10,000 for the repair work mentioned. This repair shop is said to charge premium hourly rates and the likelihood that both transmission and turbo needed to be repaired so quickly, especially since the truck was driven over forty miles to the repair shop, is slim. Other mechanics assessed the situation and determined that if the truck could have been returned to an alternate repair shop, the charges would have been considerably diminished. In his frustration and desire to effect an immediate result, Mr. Russell authorized the more expensive repairs, disregarding the terms of the warranty contract he signed. He then asked Mr. Francis to reimburse the $10,000 expense incurred. This, as explained, is not the responsibility of the seller and all was explained, acknowledged, and confirmed prior to the sale. It is also not the responsibility of the finance company to cover any portion of the unauthorized repair costs if procedures specified by the warranty were not followed and fulfilled.

(**Do you want to add. Not sure if adding below will incense the complainant further. What do you think?**)

While AAA Trucks has established a tradition of accommodating cooperative clients in extenuating circumstances, the disregard of early and possible proactive measures and the aggressive and unauthorized actions of Mr. Russell have shown that gestures of cooperation and courtesy were not indicated for this situation.