

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
19CVD12741-590

COUNTY OF MECKLENBURG

BRAD W. HURD

Plaintiff,

v.

PRIORITY AUTOMOTIVE
HUNTERSVILLE, INC.

Defendant.

FILED

DATE: August 13, 2025

TIME: 4:14:20 PM

MECKLENBURG COUNTY

CLERK OF SUPERIOR COURT

BY: J. Daniel

This matter appeared before Court on for a judgment on damages on April 21, 2025 April 22, 2025, and June 3, 2025.

This matter was heard in 6330.

Attorneys appearing for the plaintiff were Mr. Shane Perry, Mr. Charles Grimes, and Ms. Williams. Mr. Joshua Long and Mr. Gavin Roe appeared for the defendant.

The Court heard the testimony of Mr. Hurd and Rebecca Colaw, former attorney for Priority. The Court also review the motions and memoranda presented by the parties. The Court accepted into evidence:

Plaintiff's exhibits: 1) sales purchase agreement 2) damage disclosure form 3) dealership report 4) accident report 5) auto loss log 6) auto log check 7) CarFax report 8) CarFax report 9) settlement offer 10) settlement offer

Defendant's exhibits: 1) plaintiff's vehicle photo 2) maintenance records for plaintiff's vehicle 3) Car Fact Sheet 6) email 7) CarFax 8) CarFax 9) car sales offer 10) buyer's order 11) car repair order 12) deal recap form 13) email chain 14) text message

1. Brad W. Hurd ("Plaintiff") is an individual and citizen of the State of North Carolina who currently resides in Catawba County, North Carolina.

2. Priority Automotive Huntersville, Inc., (Priority) was a business entity which conducted business in Huntersville, North Carolina, is located in, and was reached for service through its registered agent, CT Services, at 160 Mine Lake Ct., Suite 200, Raleigh, NC 27615.
3. Priority conducted business as Priority Honda Huntersville in Huntersville, North Carolina.
4. The Plaintiff purchased a 2018 Honda Accord for \$26,400.00 on or about May 28, 2018. The Accord had been used as a dealership demonstration vehicle.
5. The vehicle had been in the exclusive ownership and control of the dealership to that point.
6. At the time that the Plaintiff purchased the vehicle, he relied on the representations of the Defendant that the vehicle he was purchasing was worth the amount that he paid.
7. The Defendant did not inform Mr. Hurd of any damage to the vehicle.
8. Prior to the purchase of the vehicle the Defendant did not notify the Plaintiff that the vehicle had been wrecked and required repairs that equaled more than 25% of the value of the car.
9. At the time of purchase the vehicle showed 5,018 miles on the odometer.
10. The purchase price included a warranty which started from the 5,018 mile mark.
11. The Plaintiff paid \$5,000.00 as a down payment on the car May 27, 2018, using his credit card for the payment.
12. The Plaintiff notified his insurance company that he was purchasing a new vehicle and provided them with the Vehicle Identification Number ("VIN") provided by the Defendant.
13. Priority produced this VIN on the purchase agreement that was given to the Plaintiff.
14. The VIN that Priority provided on the purchase agreement was: 1HGCV1F44JA017198.

15. Priority drafted the purchase agreement and so represented that 1HGCV1F44JA017198 was the VIN for the vehicle that the Plaintiff agreed to purchase.
16. The Plaintiff returned to the dealership to pay the remaining balance on the car by personal check on May 28, 2025
17. Once the Plaintiff returned home with the car, the Plaintiff reviewed the purchase agreement and noticed the VIN on the purchase agreement did not match the VIN on the vehicle that the dealership had sold to him.
18. The VIN that was on the vehicle that the dealership sold to him was: 1HGCV1F55JA038733.
19. The Plaintiff called his insurance company to give them the correct VIN for the vehicle that the dealership sold to him and was in his possession.
20. The Plaintiff then contacted Priority to let them know of the issue, as the Plaintiff thought it was only a clerical error.
21. The Plaintiff was told to come by the dealership and that they would correct the error on the purchase agreement.
22. The next day the Plaintiff returned to dealership to allow Priority to correct the VIN on the purchase agreement
23. Once the Plaintiff arrived at the dealership the purchase agreement had already been prepared and was ready for the Plaintiff to sign with the corrected VIN.
24. The Plaintiff signed the purchase agreement.
25. On March 19, 2019, the Plaintiff took his vehicle to the Priority Automotive Huntersville dealership for an oil change and tire rotation.
26. While the Plaintiff was at the dealership, a salesman approached him to sell him a new car.
27. The Plaintiff inquired about the trade-in value of his car that was being serviced at that time.
28. After looking into the issue, the salesman asked when the Plaintiff wrecked his vehicle.

29. The Plaintiff had never wrecked the vehicle.
30. The Plaintiff informed the salesman that he had not wrecked the vehicle and prior to owning the vehicle it was used by Priority as the dealership demonstration vehicle.
31. The Plaintiff was then taken to the sales manager's desk.
32. The sales manager had pulled the CarFax report for the Plaintiff's car and it showed an accident to the Plaintiff's car.
33. The CarFax report showed that the accident was reported on December 12, 2017.
34. The reported accident date was prior to the time the Plaintiff purchased the vehicle and while it was in ownership and control of Priority.
35. When the Plaintiff asked for a printed copy of the entire CarFax history report, the sales manager only printed the first page of the report which did not include the wreck information.
36. When the Plaintiff again asked for the whole CarFax history report, the sales manager returned with a different vehicle history report, an Experian AutoCheck.
37. The Experian AutoCheck vehicle history only reported car history from the date the Plaintiff had purchased the car and not the entire history of the car as of that date.
38. The Defendant's sales manager did not provide the Plaintiff with the requested CarFax report upon his request on March 19, 2019 and asked the Plaintiff to leave the dealership.
39. The Plaintiff left Priority.
40. The Plaintiff then pulled both the CarFax for the original VIN ending #7198 and the VIN of the vehicle in his possession which ended in #8733.
41. The Plaintiff pulled the accident report for the VIN ending #8733 that was reported on December 12, 2017. The accident report shows the owner of the vehicle as "Priority Honda Huntersville" and the VIN of the vehicle involved ending in #8733.

42. Once the Plaintiff saw the accident report he requested that his insurance agent pull a claim history on the vehicle.
43. The claim for damage from the accident on December 12, 2017, was \$10,238.00.
44. The purchase price of the vehicle was \$26,400. The insurance claim for the vehicle was \$10,238.00, which was over the 25% damage disclosure amount required by N.C. Gen. Stat. § 20-71.4(a)(1).
45. The damage should have been disclosed to the Plaintiff prior to the purchase so that he could make an informed decision about purchasing the car.
46. Priority signed the MVR-181 form, "Damage Disclosure Statement" on May 27, 2018.
47. This was after the vehicle had incurred damage.
48. The MVR-101 form has the following statement in bold across the top of the form: NOTICE TO SELLER: STATE LAW REQUIRES THAT EVERY SELLER DISCLOSE TO THE BUYER IF HE/SHE KNOWS THE INFORMATION LISTED BELOW. FAILURE TO DO SO MAY RESULT IN CIVIL AND/OR CRIMINAL LIABILITY.
49. Question #1 of the form asks the seller, "Has this vehicle been damaged by collision or other occurrence to the extent that damages exceed 25% of its value at the time of the collision or other occurrence?"
50. Priority answered "NO" to that question.
51. Priority violated N. C. Gen. Stat. § 75-1.1.
52. Priority sold the car knowing that it was damaged but did not disclose the damage to the Plaintiff.
53. Priority did not provide the requested CarFax report to the Plaintiff on March 19, 2019 when the issue was presented by the sales manager to the Plaintiff.
54. Priority failed to disclose a material fact relating to a transaction which it had a duty to disclose.
55. "It is a violation of [N.C. Gen. Stat. § 75-1.1] for an employee of an auto dealership to make a statement to a customer leading the customer to believe the vehicle has not been involved in a collision, when the employee knows this

to be untrue." *Sain v. Adams Auto Grp., Inc.*, 244 N.C. App. 657,666, 781 S.E.2d 655,661 (2016).

56. Priority made a false representation to the Plaintiff when it gave the Plaintiff a purchase agreement with the wrong VIN.
57. Priority failed to disclose a material fact relating to a transaction which it had a duty to disclose.
58. Priority had a duty to disclose the damage to the car pursuant to N. C. Gen. Stat. § 20-71.4.
59. This was material information that should have been disclosed.
60. The Plaintiff purchased the vehicle for \$26,400. The undisclosed damage amount was \$10, 238. The difference in the amount is \$16,172.
61. This Court notes that the Defendant argues that the automobile was already substantially discounted. There was no substantive evidence of the substantial discount presented.
62. This Court finds that the Defendant still had a duty to disclose the damage to the automobile.
63. The Defendant's sales manager still did not fully disclose the information even after making the Plaintiff aware that the automobile had been wrecked during the March 2019 service visit.
64. The Plaintiff is entitled to damages for the NCGS 75-1.1 violation. This Court is awarding the Plaintiff \$48,516, which is treble the actual damages of \$16,172.
65. This Court is awarding compensatory damages of \$2800. The Court calculates that in review of the record has appeared in Court at least four times and has missed at least an additional six days of work in addressing this matter. Hurds makes \$35 per hour. In an eight-hour day Mr. Hurd makes \$280 per day.
66. This Court has reviewed the submitted affidavits and finds that substantial legal fees have accumulated for the Plaintiff.
67. This Court notes that litigation has been protracted and attempts to reach settlement were unsuccessful.

68. The Plaintiff has requested a total of 158,300 in legal fees, which includes \$132,441 for the firm of Collum & Perry and \$25,859 in legal fees for Mr. Grimes.

69. This Court is awarding \$99,330.75 in legal fees for the firm of Collum & Perry and \$19,394.25 in legal fees for Mr. Grimes for a total of \$118,725.

70. The Defendant shall pay the legal fees. The Plaintiff's attorneys shall not assess the Plaintiff the moneys not awarded by the Court to the Plaintiff.

71. This Court is awarding punitive damages of \$10,000.

72. The Defendant is to pay the costs of this action.

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A handwritten signature in black ink, appearing to read "H. S. Smith", is written over the printed name.

District Court Judge