

No. 1-07-0088

defendant's "gross negligence" in providing an inaccurate odometer reading at the time of the sale by overstating the vehicle milage by six miles, and not meeting its obligation to "take further steps to independently verify the accuracy of the odometer reading" after realizing that the odometer reading was incorrect was sufficient to show an intent to defraud under the Odometer Act. We agree that gross negligence or reckless disregard by a car dealership is sufficient basis for a finding of intent to defraud. See Buechin v. Ogden Chrysler-Plymouth, Inc., 159 Ill. App. 3d 237, 253 (1987). However, a slight overstatement of the odometer reading does not equate to gross negligence. The trial court's judgment was not against the manifest weight of the evidence.

Plaintiff also contends that the trial court's judgment was in error where defendant committed fraud with respect to the vehicle warranty. Specifically, plaintiff argues that the trial court erred where it entered judgment in favor of defendant where defendant "play[ed] tricks with the Buyers Guide" and fraudulently induced plaintiff to purchase a vehicle that was covered by a 50% warranty rather than the 100% warranty represented by defendant in violation of the Magnuson-Moss Act (15 U.S.C. § 2310 (West 2004)) and Illinois Uniform Commercial Code (810 ILCS 5/2-314, 315 (West 2004)). We disagree.

Plaintiff's main argument in this regard is that, before she purchased the vehicle, defendant represented to her that there was a 100% warranty on the vehicle. According to plaintiff's proposed bystander's report, plaintiff testified at trial that she initially intended to purchase a car from CarMax, because she knew that "any customer at CarMax could get free parts and free labor for repair within 30 days of purchase, and customer could ask refund [*sic*]within 5 days if there was something wrong." Nonetheless, she went to defendant Buick's dealership, where a sales