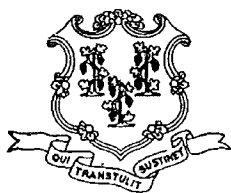


In the matter of arbitration entitled:

Pieri vs. Subaru of America, Inc.

Case Number: 2017-1979



**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION  
Automobile Dispute Settlement Program**



**FINDINGS OF FACT:**

Pursuant to Connecticut General Statutes Chapter 743b, the undersigned arbitrator, having been duly sworn and having given due consideration to the proofs and allegations of the parties, hereby decides the following in relation to the above-captioned matter:

The Consumer **Theresa Pieri** ("Consumer") purchased a **2016 Subaru Forester XT** ("Vehicle") from **Schaller Subaru, Inc.** ("Dealer") located at **34 Frontage Road** in **Berlin, Connecticut**. The Consumer took delivery of the Vehicle on **March 3, 2016**. The registration is "passenger," "combination," or "motorcycle," as defined in section 14-1 of the Connecticut General Statutes, or the equivalent.

**PROCEDURAL HISTORY:**

The scheduled hearing on this matter was held on **Monday, November 6, 2017**. Subaru of America, Inc. ("Manufacturer") was represented by John Hayes, Regional Fixed Operations Manager for Subaru of New England and Vince Giordano, General Manager of Schaller Subaru. After reviewing the Consumer's allegations and accepting additional testimony on the subject of eligibility from the Consumer, Ms. Pieri, her spouse, Jeremy Nightingale, and the State's Technical Expert Timothy Clark, this arbitrator deemed this case **ineligible for an arbitration hearing** pursuant to Connecticut General Statutes Chapter 743b. The case is hereby dismissed at this time, but without prejudice as to a future refiling by the Consumer.

**REASONING:**

This Arbitrator first notes that the Vehicle has been located at the Dealer in Berlin since July 11, 2017, as the Consumer deemed the Vehicle unsafe to drive. The Vehicle was therefore not available for inspection or test drive on the day of the arbitration hearing.

The Consumer had noted in her Request for Arbitration that the Vehicle was out of service for over four weeks during the statutory period at the time of submission of the Request for Arbitration, and also alleged a safety-related airbag concern and a drivability issue. Each of these avenues for eligibility will be discussed in turn below:

**Days Out of Service**

In reviewing the repair orders and testimony, this arbitrator concluded that the Vehicle was out of service for just ten (10) days during the statutory period not the four plus weeks claimed by the Consumer. Many days counted by the Consumer could not be counted following the testimony at

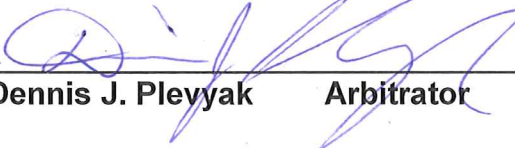
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Based upon the Consumer's Application, the Manufacturer's Statement, and the live testimony provided during the hearing, I do not find this application eligible for arbitration pursuant to Chapter 743b. I sustain the Manufacturer's objection to eligibility, and hold that the Consumer's application will not allow relief pursuant to Chapter 743b. Accordingly, no action is being ordered on the present application. The Vehicle is ineligible at this time, and this case is dismissed without prejudice.

The decision of this arbitrator does not replace any other remedies available under the applicable warranties, Connecticut General Statutes Chapter 743b, or the Magnuson-Moss Warranty Federal Trade Commission Improvement Act, 88 Stat.2183 (1975), U.S.C. 2301 et seq., as in effect on October 1, 1982. Either party to the dispute may apply to Connecticut Superior Court within 30 days of receiving this decision to have the decision vacated, modified, or corrected, or within one year to have it confirmed as provided in Sections 42-181, 52-417, 52-418, 52-419, and 52-420 of the Connecticut General Statutes.

  
\_\_\_\_\_

**Dennis J. Plevyak**

**Arbitrator**

**11-13-2017**

**Date**