

witness - Julia Compagna
2/25/26 Ex I

STATE OF VERMONT

SUPERIOR COURT
LAMOILLE UNIT

SMALL CLAIMS DIVISION
DOCKET NO.: 25-SC-02027

CASE NAME: **Julia J. Compagna v. Infiniti of Warwick**

AFFIDAVIT OF JULIA J. COMPAGNA

Now comes Julia J. Compagna, Plaintiff, and after first being duly sworn does state upon her information and belief and as to those matters stated upon her belief, she believes them to be true the following:

1. I am the Plaintiff in this matter.

2. VSA 12 § 402 provides that action may be brought where one party resides.

Minimum contacts for general jurisdiction in this forum are established by virtue of the Defendant's practice of CARFAX reporting; CARFAX is registered with the Vermont Secretary of State under parent company S&P Global, to conduct business in the forum. Defendant's website includes CARFAX vehicle reporting as a component of their vehicle sales promotion. I relied upon Defendant's representations to CARFAX in purchasing the Vehicle from a third party.

3. On September 20, 2024, I purchased a 2019 Infiniti QX50 SUV, VIN#3PCAJ5M3XKF104485 from a third party, with 31,919 miles on the Vehicle odometer.

4. I relied upon a CARFAX report in choosing to purchase said Vehicle. CARFAX is the leading vehicle maintenance reporting system for over 90% of American dealerships, including Infiniti of Warwick. The CARFAX Vehicle Service Report at

time of purchase indicated that on July 23, 2024, at 31,608 miles on the Vehicle odometer, Infiniti of Warwick reported to CARFAX that it had completed “steering/suspension checked.”

5. The CARFAX report stated that the vehicle had been dealer-maintained, during the entirety of its existence.

6. On August 1, 2025, at 44,391 miles on the Vehicle odometer, I experienced a catastrophic failure of the complete power-steering and rack and pinion system, while traveling on Vermont Interstate 89 in Middlesex, Vermont. The steering wheel instantly became largely immovable, the car shuddered and vibrated. By sheer luck, my Vehicle did not collide with another vehicle or object. I was in fear of imminent serious injury or death. With great difficulty I was able to navigate to a nearby pull-off; the vehicle was completely incapacitated.

7. I contacted local dealer, Formula Nissan of Barre, Vermont, who is certified to service Infiniti vehicles. I was advised by Formula Nissan that the Vehicle was unsafe to drive and to have Vehicle towed to their dealership. I arranged towing to the dealership at a cost of \$300.00. Formula Nissan advised me they could not obtain diagnostic codes to identify the Vehicle’s issue and advised that I needed to have Vehicle towed to the nearest Infiniti dealership. I had Vehicle towed to the nearest Infiniti dealership – Infiniti of Nashua, New Hampshire, at a cost of \$958.00. Formula Nissan charged me \$100.00, in spite of not being able to complete diagnostic codes to identify the issue.

8. Upon inspection of the Vehicle by Infiniti of Nashua Service Department, I was told by Service Advisor Dennis Matteau that the complete power steering rack and pinion system had failed. Dennis Matteau advised me that internal service records available between dealerships, and that Infiniti of Nashua Service Department was able to access, revealed that at 31,000 miles on the Vehicle odometer, the power steering and rack and pinion system had a previous complete failure. He advised me that failure of a system at 31,000 miles, let alone again at 44,391 miles, indicated a factory/manufacturer's defect. He indicated power steering systems have an average lifespan over \$100K miles.

9. The information from Service Advisor Dennis Matteau indicates that at the time of the 31,000-mile system failure, Infiniti of Warwick falsely reported to CARFAX "steering/suspension checked," misrepresenting the condition of the Vehicle. I relied upon the information in the CARFAX report containing Infiniti of Warwick's misrepresentation; I would never have purchased the Vehicle if I'd been aware of the complete system failure at 31,000 miles.

10. Infiniti of Nashua Service Department provided me with a Repair Estimate of \$9,467.80. Infiniti of Nashua charged me \$210.00 for Vehicle diagnostics. The Infiniti of Nashua Service Department created an internal report in the Infiniti service records software system for the SECOND catastrophic and complete failure of the power steering and rack and pinion system.

11. Service Advisor Dennis Matteau recommended that I contact Infiniti Consumer Affairs to see if they could offer a remedy, and he provided the telephone number for

contact. I contacted Infiniti Consumer Affairs and completed submission of a Claim (#55526735) based on the Vehicle history and sequence of events. Infiniti Consumer Affairs denied the Claim.

12. I was not willing to repair the vehicle. I did not have confidence that the system wouldn't fail a third time, jeopardizing my life, or the life of some future owner of the Vehicle. I traded the Vehicle at Infiniti of Nashua, where I received a \$10,000.00 trade credit. Had my Vehicle not been devalued by the failed system, it would have a \$22,650.00 value at that time.

13. I subpoenaed Infiniti of Nashua Service Advisor Dennis Matteau to appear as a witness on my behalf in this action. Dennis Matteau informed me that he wasn't supposed to share internal service records information (available between dealerships) with customers, and that he could lose his job for revealing to me the true condition of the Vehicle. Should Dennis Matteau not appear to testify for the above-mentioned reasons, I wish to seek an exception to the hearsay rule for Dennis Matteau's comments under the "statement against interest" exception.

14. As a consequence of Infiniti of Warwick's misrepresentation of the Vehicle's true condition to CARFAX, I suffered a \$11,035.80 loss.

Dated at Morristown, Vermont this 2nd day of October, 2025.

Julia J. Compagna

Sworn and subscribed before me this 2nd day of October, 2025.

Notary Public
Commission Expires: 01/31/2027