UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS

FEDERAL TRADE COMMISSION, Plaintiff, v. VROOM, INC., a corporation, and VROOM AUTOMOTIVE, LLC, a limited liability company Defendants.	**Case No. 4:24-cv-2496** **COMPLAINT FOR PERMANENT INJUNCTION, MONETARY JUDGMENT, AND OTHER RELIEF**

Plaintiff, the Federal Trade Commission ("FTC"), for its Complaint alleges:

1. The FTC brings this action for Defendants' violations of Section 5(a) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45(a); the FTC's Trade Regulation Rule Concerning the Sale of Mail, Internet, or Telephone Order Merchandise ("MITOR"), 16 C.F.R. Part 435; the FTC's Used Motor Vehicle Trade Regulation Rule ("Used Car Rule"), 16 C.F.R. Part 455; and the FTC's Rule Governing Pre-Sale Availability of Written Warranty Terms ("Pre-Sale Availability Rule"), 16 C.F.R. Part 702. Defendants' violations relate to the sale of used automotive vehicles, including (i) misrepresenting that all vehicles listed for sale on Defendants' website have completed a thorough examination process before being listed, (ii) failing to offer consumers, clearly and conspicuously and without prior demand, an option to consent to a delay in shipment or to cancel the order and receive a prompt refund when Defendants fail to ship properly completed orders for merchandise within the required timeframes, and failing to deem an order cancelled and make a prompt refund, (iii) failing to prominently and conspicuously display or properly complete a Buyers Guide on used vehicles offered for sale to consumers, and (iv) failing to make the text of warranties

offered readily available for examination by prospective buyers. For these violations, the FTC seeks relief, including a permanent injunction, monetary relief, and other relief, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b; MITOR, 16 C.F.R. Part 435; and Section 110(c)(1) of the Magnuson-Moss Warranty–Federal Trade Commission Improvements Act ("Magnuson-Moss Warranty Act"), 15 U.S.C. § 2310(c)(1).

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345.

3. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2), (b)(3), (c)(2), and (d), and 15 U.S.C. § 53(b).

PLAINTIFF

4. The FTC is an independent agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district court civil action by its own attorneys. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces MITOR, which requires sellers, in certain circumstances when shipping is delayed, to offer consumers options to consent to a delay or to cancel the order, or to deem an order cancelled and to make prompt refunds. The FTC enforces the Used Car Rule which prohibits unfair or deceptive advertising and business practices by used car dealers and the Pre-Sale Availability Rule which requires sellers of products with warranties to make text of the warranty readily available for examination by prospective buyers.

DEFENDANTS

5. Defendant Vroom, Inc. ("Vroom"), also doing business as Vroom and Texas Direct Auto, is a Delaware corporation with its principal place of business at 3600 W. Sam Houston Parkway South, Floor 4, Houston, Texas 77042. Vroom transacts or has transacted business in this District and throughout the United States. At all times relevant to this Complaint, acting alone or in concert with others, Vroom has advertised, marketed, distributed, bought, or sold used vehicles to consumers throughout the United States.

6. Defendant Vroom Automotive, LLC ("VAL") also doing business as Vroom and Texas Direct Auto, is a Texas limited liability company with its principal place of business at 3600 W. Sam Houston Parkway South, Floor 4, Houston, Texas. At all times relevant to this Complaint, acting alone or in concert with others, VAL has advertised, marketed, distributed, bought, or sold used vehicles to consumers throughout the United States.

COMMON ENTERPRISE

7. Defendants Vroom and VAL (collectively, "Defendants") have operated as a common enterprise while engaging in the deceptive unlawful acts and practices and other violations of law alleged below. Defendants have conducted the business practices described below through interrelated companies that have common officers, employees, and office locations. Because these Defendants have operated as a common enterprise, each of them is liable for the acts and practices alleged below.

COMMERCE

8. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS ACTIVITIES

9. Defendants have advertised, marketed, and sold used motor vehicles, such as cars and trucks, primarily online. Since January 2019, Defendants have sold more than 170,000 used vehicles to consumers throughout the United States.

10. Defendants have advertised, marketed, solicited orders for, and sold used vehicles over the Internet, primarily on their website, www.vroom.com. Defendants have also advertised, marketed, and solicited orders for their used vehicles via television and online advertisements.

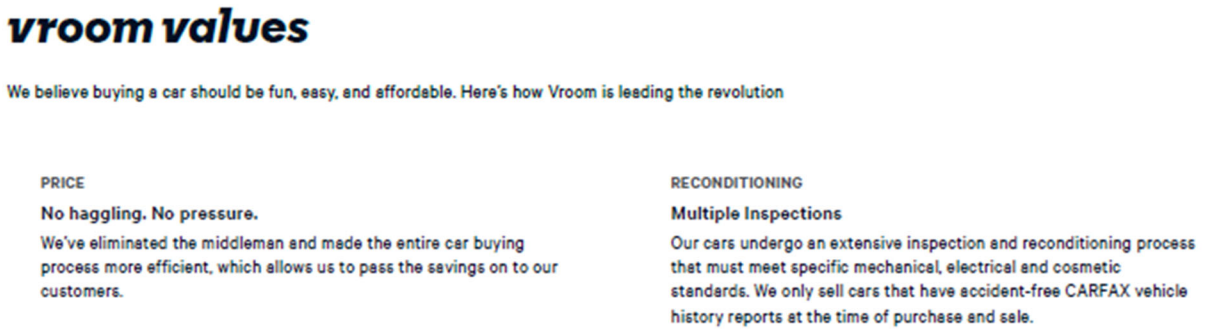
11. In selling their used vehicles, Defendants have included images and descriptions of the motor vehicles they have sold on Defendants' website, www.vroom.com.

12. For example, Defendants' website has encouraged consumers to "[e]xplore the thousands of high-quality, low-mileage vehicles" on their website.

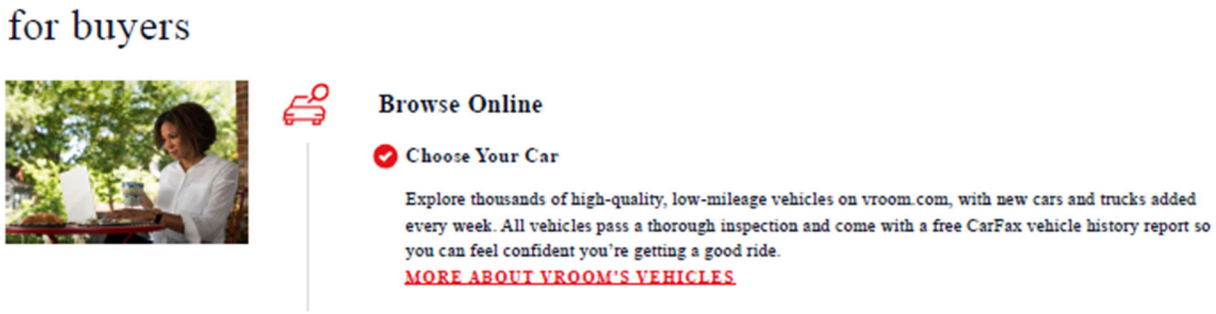
Defendants' Marketing Practices Relating to Quality of Vehicles due to Inspection

13. To induce consumers to purchase Defendants' online used vehicles and to alleviate concerns about the quality of vehicles they are not able to physically examine, Defendants have made several representations about the quality of their vehicles and the inspection process their vehicles must complete before being listed on Defendants' website.

14. For example, Defendants have represented that their vehicles undergo "Multiple Inspections," "undergo an extensive inspection and reconditioning process that must meet specific mechanical, electrical and cosmetic standards" and that "[a]ll vehicles pass a thorough inspection . . . so you can feel confident you're getting a good ride," as shown in the images of webpages on vroom.com below.

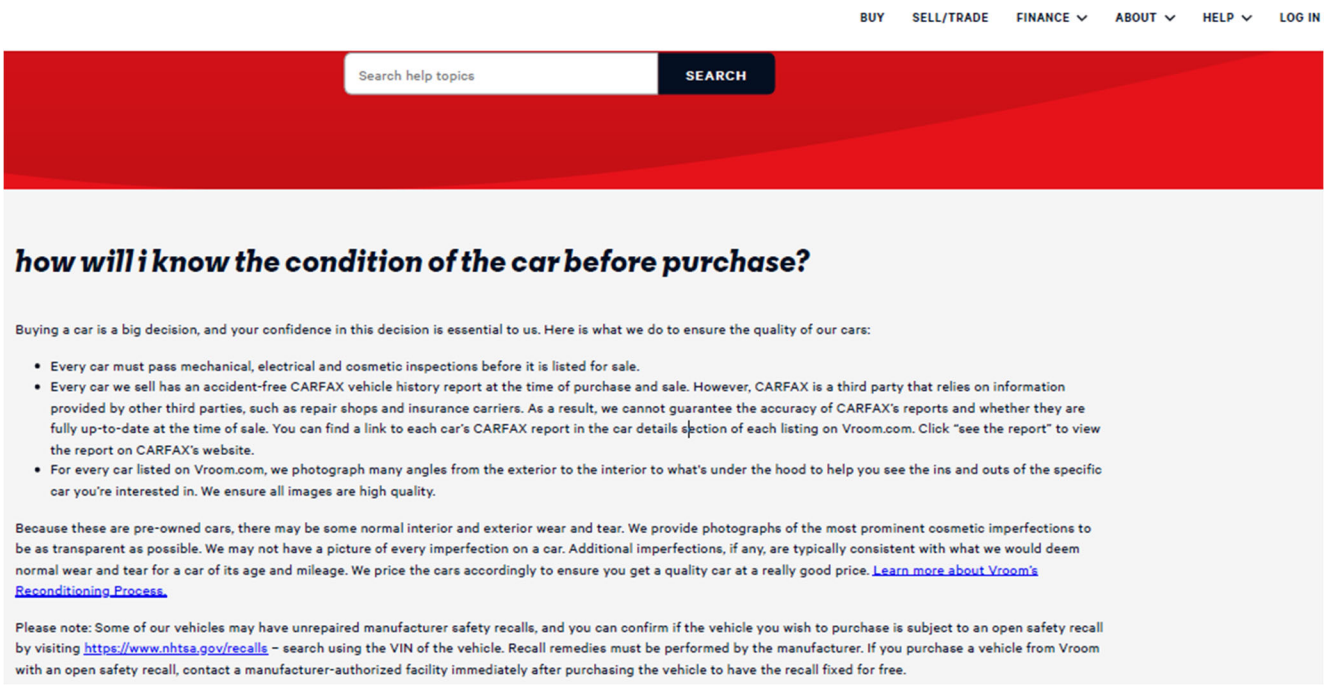


www.vroom.com website; and



www.vroom.com website

15. Additionally, Defendants' website has included a webpage titled, "how will I know the condition of the vehicle prior to purchase?", where Defendants have represented that "[e]very car must pass mechanical, electrical and cosmetic inspections before it is listed for sale" and that to "be as transparent as possible" Defendants' website includes "photographs of the most prominent cosmetic imperfections" and that "[a]dditional imperfections, if any, are typically consistent with what [they] deem normal wear and tear for a car of its age and mileage":



www.vroom.com website

16. Defendants' website has also included a webpage entitled, "what is involved in [V]room's inspection and reconditioning process?" that identifies 184 standard inspection items (See Exhibit A) that are included in their inspection process.

17. Despite Defendants' assurances that all or most vehicles have completed a rigorous inspection process before being listed on their website, in numerous instances Defendants had not completed the inspection process before listing certain vehicles for sale on Defendants' website and selling vehicles.

18. Defendants received numerous written complaints directly from consumers or through third-party intermediaries, such as the Better Business Bureau of Greater Houston and South Texas ("BBB") and governmental agencies, about the condition of vehicles received from Defendants.

19. For example, consumers who purchased vehicles from Vroom have reported:

a) noticing a "significant grinding noise coming from the passenger and driver side wheel areas" immediately after signing for the vehicle and taking it for a test drive.

The consumer also reported taking the vehicle to an ASE certified repair shop as directed by Defendants' representative. The consumer further reported that the repair shop told him that the brake rotors were "extremely rusted, scored, and warped making the car unsafe to drive."

b) receiving a vehicle that had tires and brakes "worn below [the] minimum values" listed on Defendants' website. The consumer also reported that the check engine light had been reset before being delivered.

c) receiving a vehicle that had the flashing battery light signal, a tailgate that did not work, and a nail in one of the tires. Although Defendants took back the vehicle, the consumer reported that he was still asked to pay the $500 delivery fee.

d) receiving a vehicle where the "entire front of the car shakes" when applying pressure to the brakes.

e) receiving a vehicle with a significant brake problem. The consumer reported sending photo evidence along with a mechanic's written assessment of the problem and a quote on the cost to repair the problem. The consumer reported contacting Vroom multiple times by email and phone with no response. Consumer reported that he made it clear that it imposed a significant hardship for him as he was "stranded without transportation until they commit to repair the vehicle or provide a refund, so [he] can purchase a different vehicle."

Defendants' Marketing Practices Relating to Shipping of Vehicles

20. Defendants have represented on their social media accounts and on their website, www.vroom.com, that consumers should expect to receive their vehicles within 14 days of ordering them.

21. For example, Defendants have made a "10-14 days of purchase" delivery representation on ads located on Defendants' X (formerly known as Twitter) and Facebook accounts, such as:



X (Formerly known as Twitter) advertisement



Facebook advertisement

22. In an Instagram video advertisement that explains how the Defendants' delivery process works, Defendants have informed consumers that "when your vehicle is on its way, we'll email you with an expected delivery date" and that consumers won't have to wait long as "most cars are delivered within 14 days." While making the 14 day delivery representation, the statement "your vehicle arrives within 14 days" appears on the screen.



Instagram advertisement

Defendants have also made delivery representations on their website, www.vroom.com. The website's homepage has contained a link entitled "Learn More" at the top of the page next to the statement "Shop, buy, and get it delivered right to your doorstep." (See Exhibit B) Upon clicking the "Learn More" link, Defendants have redirected consumers to their "HOW IT WORKS" page (See Exhibit C) where they have represented that consumers' ordered vehicles "will typically arrive within 10-14 days of purchase, though sometimes it can take longer."



Get It Delivered

Plan for Delivery

With your signed and approved paperwork and deposit, we give your car one last inspection and book it for delivery. Once it's on the road to you, our Delivery Support Team will be in touch with regular updates.

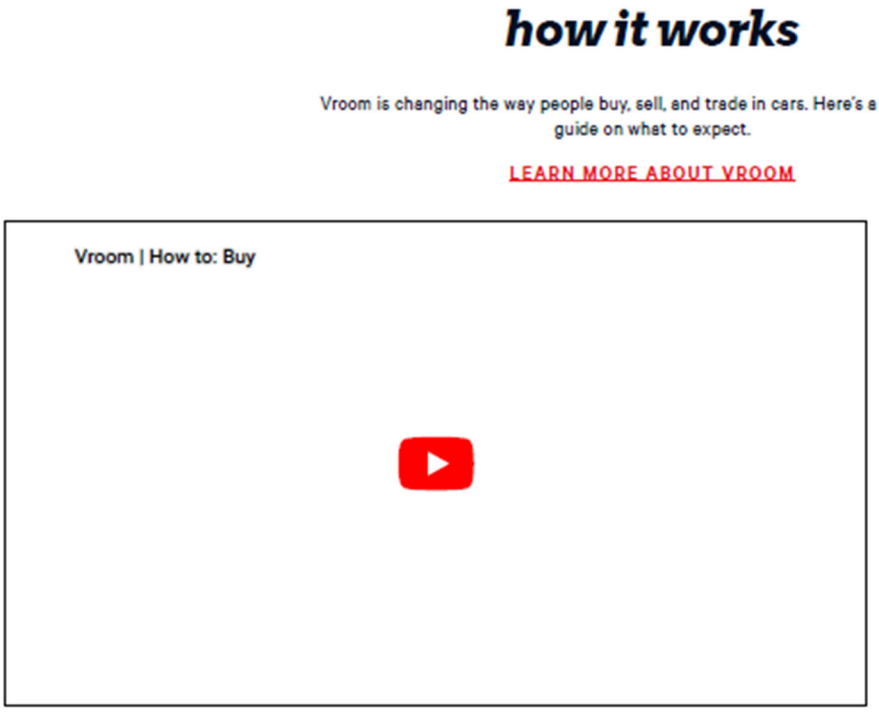
Meet Your New Car

Your vehicle will typically arrive within 10-14 days of purchase, though sometimes it can take longer. We ship your car right to your home, or to a convenient nearby location.

MORE ABOUT DELIVERY

www.vroom.com (See Exhibit C for complete copy of "how it works" page)

23. Defendants' website, www.vroom.com, has also contained a section at the bottom of the homepage entitled "how it works" that states "[h]ere's a step-by-step guide to what to expect." The section has also contained a link entitled "LEARN MORE ABOUT VROOM" and a video entitled "Vroom | How to: Buy." Defendants have redirected consumers who click on the "LEARN MORE ABOUT VROOM" link to their "HOW IT WORKS" page. This page has represented that consumers' ordered vehicles "will typically arrive within 10-14 days of purchase, though sometimes it can take longer." In the video located in Defendants' "how it works" section, Defendants have represented that they book consumers' vehicles for delivery "typically within just 14 days" once consumers "upload documents like driver's license and insurance, make a deposit, and sign and return all the necessary paperwork."



www.vroom.com website (See Exhibit B for complete copy of homepage)

24. To begin the purchase process, Defendants' website has directed consumers to select the vehicle they are interested in. The site has navigated consumers who click on the image of a

vehicle for purchase to a webpage that contains information about the vehicle, including pictures of the vehicle, details of the vehicle, warranty and protection information associated with the vehicle, and add-on options information. This webpage also contains a button labeled "Get Started".

25. Consumers interested in purchasing a particular vehicle must click the "Get Started" button that redirects them to a page where they create an account by inputting their name, email address, phone number, a password, and by agreeing to certain terms identified on the page that include Vroom's Terms of Use, Financial Privacy Policy, and Privacy Policy.

26. Once consumers complete creating their account, they are guided through a process where they provide information such as their personal information, where the vehicle will be registered, and the method(s) by which the consumer will tender payment. Additionally, as part of the process, Defendants have required consumers to submit a deposit that holds a selected vehicle for 24 hours.

27. After consumers have made their deposit, Defendants have sent consumers an email solicitation informing them about the next steps in the process to complete the purchase which includes signing and returning their contracts. To induce consumers to complete the transaction, the email makes a delivery representation that informs consumers that delivery of their vehicle will be scheduled "once [their] contract and funding are complete" and that their "vehicle will typically arrive within 14 days of purchase":

get ready for your ride

What's next?

2018 Mercedes-Benz GLA
GLA | 45,743 | W[redacted]4664

Hi J[redacted],
congratulations on your new ride!
Make sure to create a Vroom account to stay up to speed with your new vehicle.

Sign Here

You will receive your contracts either by overnight mail or email. Upon receipt, review, sign and return within 24 hours. Additional documents might also be required at the same time you are completing your contracts, login to see the necessary documents.

Make a Payment

Login and make any necessary payments or to ensure financing is secured.

Plan for Delivery

Once your contracts and funding are complete your delivery will be scheduled.

Meet Your New Car

Your vehicle will typically arrive within 14 days of purchase. Our vehicles are used, so they aren't perfect,

28. Defendants' representations of delivery within 10-14 or 14 days have also represented that Defendants will ship in less than 10-14 or 14 days.

Defendants' Shipping and Fulfillment Practices

29. Defendants have contacted consumers, primarily by email but in some instances by phone, who have completed their orders to provide an expected delivery date. This expected delivery date is usually within Defendants' 10-14 day delivery representation, thus reinforcing that representation. Defendants further have informed these consumers that an assigned shipping carrier will call them within a day or two before the expected delivery date to coordinate vehicle drop off.

30. In numerous instances after consumers have completed orders for a vehicle on Defendants' website, Defendants have failed to ship and likewise deliver purchased vehicles within the timeframe Defendants represented.

31. In numerous instances, Defendants have failed to ship or deliver consumers' purchased vehicles within Defendants' initial 10-14 day delivery representation.

32. In numerous instances, when Defendants' shipping carrier does not contact consumers by the expected delivery date, consumers try to contact Defendants regarding the delivery date for their vehicles. Many consumers experience difficulty reaching Defendants or obtaining information about the status of their orders. In many instances, Defendants' representatives have told consumers that their vehicle will not arrive by the expected delivery date and instead have given consumers a revised expected delivery date, often outside Defendants' 10-14 day delivery representation.

33. In numerous instances, consumers have not received their vehicles by the revised expected delivery date and instead are given a new revised expected delivery date, further outside Defendants' 10-14 day delivery representation.

34. In numerous instances, consumers have waited more than 30, 60, or even 90 days or more from the date of purchase for their promised vehicles to be shipped or delivered.

35. In numerous instances, when Defendants have failed to ship the purchased vehicles within the timeframe represented, Defendants have not offered consumers the opportunity to consent to delays in shipping or to cancel their orders and receive refunds.

36. In numerous instances, when Defendants have failed to ship the purchased vehicles within the timeframe represented, and also failed to offer buyers the option to cancel the order or consent to a delay in shipment, Defendants have not deemed the orders canceled and have not issued prompt refunds.

37. Many consumers have complained directly to Defendants about late deliveries, including by phone and email. Many consumers have also filed complaints relating to the late deliveries against Defendants, including with the BBB.

38. For example, a consumer reported that, after his car had not been delivered within the 14-day period Defendants represented, he "spent HOURs on the phone with Vroom, and no one has any accountability, and I am passed from department to department." He further stated that "[e]very day the vehicle is not delivered is costing me money, having to either rent a car or use Lyft.".

39. In another instance, a consumer reported not receiving her vehicle within Defendants' 10-14 day delivery representation. The consumer reported worrying about not receiving her new vehicle in time for an important upcoming medical appointment for one of her children, which she could not reschedule. The consumer reported calling daily and telling Defendants' representatives about the medical appointment. Despite being promised a return call from Defendants' "escalation team," the consumer received no such call, and her vehicle did not arrive in time for the medical appointment.

40. At all relevant times, Defendants have not maintained records or documentary proof establishing their use of systems and procedures which assure compliance with MITOR in the ordinary course of business, including to provide buyers the required options and prompt refunds.

41. Defendants have operated a business that has sold hundreds of thousands of used vehicles for, in total, billions of dollars, through the Internet. Defendants refer to the company as "a leading ecommerce platform for buying and selling used vehicles."

Defendants' Failure to Provide the Required Buyers Guide

42. Since at least January 2022, Defendants have failed to prepare, fill in as applicable, and prominently and conspicuously display a Buyers Guide on many or most used vehicles being offered for sale to consumers.

43. Defendants have presented consumers with a copy of the Buyers Guide as part of the deal package sent to consumers to finalize the transaction. Defendants have sent these deal package documents only after consumers have selected the used vehicle to purchase, provided personal documents and information, and have paid a deposit.

44. In numerous instances, Defendants have provided Buyers Guide disclosures that have failed to provide information required by the Used Car Rule. For example, in numerous instances, Buyers Guides provided by Defendants have failed to provide information about the systems covered; information about the name and address of the dealership; the name and contact information of the person who should be contacted if any complaints arise after sale; or a disclosure that states "I hereby acknowledge receipt of the Buyers Guide at the closing of this sale" when Defendants have included an optional signature line on the Buyers Guide disclosure.

Defendants' Failure to Provide Written Warranties

45. To further induce consumers to purchase Defendants' used vehicles, Defendants' website, www.vroom.com, has advertised a limited warranty that is included with all Vroom vehicles and is good for "90 days or 6,000 miles."

46. Defendants have offered the written warranty in connection with the sale of used vehicles costing more than $15 which Defendants primarily have sold through their online website, www.vroom.com, to consumers throughout the United States.

47. Defendants have failed to make the text of the limited warranty readily available for examination by prospective buyers by either (1) displaying it in close proximity to the warranted product on Defendants' website, or (2) furnishing it upon request prior to sale and placing signs on its website reasonably calculated to elicit the prospective buyer's attention and advising such prospective buyers of the availability of warranties upon request.

48. Defendants have presented consumers with a copy of the warranty only as part of the deal package sent to consumers to finalize the transaction. Defendants have sent these deal package documents only after consumers have selected the used vehicle they seek to purchase, provided personal documents and information, and paid a deposit.

49. Defendants' warranty is subject to numerous limitations that consumers are unlikely to see or understand, prior to embarking on the time-consuming purchase process and payment of a costly deposit. Consumers were unlikely to see these limitations because of Defendants' failure to display the text of the warranty information in close proximity to the warranted used vehicle or to display signs reasonably calculated to elicit prospective buyers' attention and to advise such prospective buyers of the availability of such warranty upon request.

50. At some point after receiving the FTC's CID, Defendants' website began disclosing the name and address of the company that provides services under the warranty. However, Defendants still did not provide the text of the warranty in close proximity to the warranted vehicles (See Exhibit D for an example of a used vehicle offered for sale on vroom.com); nor did they display signs reasonably calculated to elicit prospective buyer's attention and advise such prospective buyers of the availability of the warranty upon request.

51. Based on the facts and violations of law alleged in this Complaint, the FTC has reason to believe that Defendants are violating or are about to violate laws enforced by the Commission, because, among other things, Defendants continued their unlawful acts or practices despite knowledge of numerous complaints, and Defendants altered some of their unlawful practices only after receiving a CID from the FTC.

VIOLATIONS OF THE FTC ACT

52. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts or practices in or affecting commerce."

53. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

Count I (FTC Act Violations)

54. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of used vehicles, Defendants have represented, directly or indirectly, expressly or by implication, that: each vehicle offered for sale on Defendants' website has completed a thorough inspection process before being listed on Defendants' website.

55. In fact, in numerous instances in which Defendants have made these representations, Defendants' vehicles have not completed the thorough inspection process before being listed on Defendants' website.

56. Therefore, Defendants' representations are false or misleading and constitute a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF MITOR

57. The Mail, Internet, Or Telephone Order Merchandise Rule, 16 C.F.R Part 435, prohibits sellers from soliciting any order for the sale of merchandise ordered through the mail, via the Internet, or by telephone "unless, at the time of the solicitation, the seller has a reasonable basis to expect that it will be able to ship any ordered merchandise to the buyer" either "[w]ithin that time clearly and conspicuously stated in any such solicitation; or [i]f no time is clearly and conspicuously stated, within thirty (30) days after receipt of a properly completed order from the buyer." 16 C.F.R. § 435.2(a)(1).

58. "Receipt of a properly completed order" means "where the buyer tenders full or partial payment . . . the time at which the seller receives both said payment and an order from the buyer containing all of the information needed by the seller to process and ship the order." 16 C.F.R. § 435.1(c).

59. When a consumer makes payment by a "credit sale" under MITOR, "Refund" means, where a third party is the creditor, "an appropriate credit memorandum or the like sent to the third party creditor which will remove the charge from the buyer's account and a copy of the credit memorandum or the like sent to the buyer that includes the date that the seller sent the credit memorandum or the like to the third party creditor and the amount of the charge to be removed, or a statement from the seller acknowledging the cancellation of the order and representing that it has not

taken any action regarding the order which will result in a charge to the buyer's account with the third party." 16 C.F.R. § 435.1(d)(2)(ii).

60. When a consumer makes payment by means other than cash, check, money order, or credit sale, "Refund" means (i) "[i]nstructions sent to the entity that transferred payment to the seller instructing that entity to return to the buyer the amount tendered in the form tendered and a statement sent to the buyer setting forth the instructions sent to the entity, including the date of the instructions and the amount to be returned to the buyer; or (ii) [a] return of the amount tendered in the form of cash, check, or money order sent to the buyer; or (iii) [a] statement from the seller sent to the buyer acknowledging the cancellation of the order and representing that the seller has not taken any action regarding the order which will access any of the buyer's funds." 16 C.F.R. § 435.1(d)(3).

61. Where a "Refund" is made pursuant to 16 C.F.R. § 435.1(d)(2)(ii) or 16 C.F.R. § 435.1(d)(3), "Prompt Refund" means "a refund sent by any means at least as fast and reliable as first class mail within seven (7) working days of the date on which the buyer's right to refund vests under [MITOR]." 16 C.F.R. § 435.1(b)(1). If the seller cannot provide a refund by the same method payment was tendered, Prompt Refund "shall mean a refund sent in the form of cash, check, or money order, by any means at least as fast and reliable as first class mail, within seven (7) working days of the date on which the seller discovers it cannot provide a refund by the same method as payment was tendered." *Id*.

62. "Shipment" means the act of physically placing the merchandise in the possession of a carrier. 16 C.F.R. § 435.1(e). Where a seller is unable to ship merchandise within the seller's advertised time or within 30 days if no time is given, the seller must offer to the buyer "clearly and conspicuously and without prior demand, an option either to consent to a delay in shipping or to cancel the buyer's order and receive a prompt refund." 16 C.F.R. § 435.2(b)(1).

a) Any such offer "shall be made within a reasonable time after the seller first becomes aware of its inability to ship." 16 C.F.R. § 435.2(b)(1).

b) The offer must "fully inform the buyer of the buyer's right to cancel and provide either a definite revised shipping date or inform the buyer that the seller is unable to make any representation regarding the length of delay." 16 C.F.R. § 435.2(b)(1)(i).

63. A seller must "deem an order cancelled and . . . make a prompt refund to the buyer whenever the seller receives, prior to shipment, notification from the buyer cancelling the order pursuant to any option [under MITOR] . . . [or] [t]he seller fails to offer the option [to consent to a delay in shipping or cancel required by § 435.2(b)(1)] and has not shipped the merchandise" within the time required by MITOR. 16 C.F.R. § 435.2(c), (c)(1), and (c)(5).

64. Pursuant to Section 18 of the FTC Act, 15 U.S.C. § 57a(d)(3), and 16 C.F.R. § 435.2, a violation of MITOR constitutes an unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count II (MITOR Violations)

65. In numerous instances, when Defendants:

a) have failed to ship orders within the timeframe required by MITOR, they also have failed to offer consumers the opportunity to consent to a delay in shipping or to cancel their order and receive a prompt refund; and

b) have failed to ship orders within the timeframe required by MITOR and have failed to offer consumers the opportunity to consent to a delay in shipping or cancel their order, they have not cancelled those orders or provided consumers a prompt refund.

66. Defendants' acts and practices violate MITOR, 16 C.F.R. § 435.2(b) and (c), and therefore are unfair or deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE USED CAR RULE

67. In 1975, Congress passed the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., which required the Commission to initiate a rulemaking in connection with used car warranties using both the authority granted by the Magnuson-Moss Warranty Act and the rulemaking procedures set forth in Section 18 of the FTC Act, 15 U.S.C. § 57a.

68. Pursuant to this authority, the Commission issued the Used Car Rule, which became effective on May 19, 1985, to create a remedy for oral misrepresentations and unfair omission of material facts by used car dealers concerning warranty coverage, including untrue and unenforceable promises about dealers' responsibilities and willingness to make repairs after sale.

69. The Used Car Rule provides a uniform method for disclosing warranty information on a window sticker called the "Buyers Guide" that dealers are required to display prominently and conspicuously on used vehicles offered for sale to consumers.

70. The Used Car Rule protects consumers from potential post-purchase problems in several ways. First, the Buyers Guide may prompt consumers to have a vehicle inspected before purchase. Second, the Buyers Guide requires dealers to provide consumers with warranty information so that if consumers so wish, they can shop for a vehicle with a warranty that protects them in the event that the car subsequently has mechanical problems. Third, the Buyers Guide warns consumers not to rely on verbal promises and to obtain assurance about a vehicle from the dealer in writing.

71. At all times material hereto, Defendants have been "dealers" as that term is defined in the Used Car Rule, 16, C.F.R. § 455.1(d)(3), and have offered for sale and sold "vehicles" and "used

vehicles" to "consumers," as those terms are defined in the Used Car Rule, 16 C.F.R. § 455.1(d)(1), (2), and (4).

72. The Used Car Rule requires that, on a used vehicle offered for sale to a consumer, dealers prepare, fill in, and prominently and conspicuously display a Buyers Guide on the vehicle in such a fashion that both sides are readily readable. 16 C.F.R. § 455.2.

73. Pursuant to Section 110(b) of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(b), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the Used Car Rule constitutes an unfair or deceptive act or practice in violation of Section 5(a)(1) of the FTC Act, 15, U.S.C. § 45(a)(1).

Count III (Used Car Rule Violations)

74. In numerous instances, Defendants have failed to prepare, fill in as applicable, or display, prominently and conspicuously and in a readily readable manner, a Buyers Guide on used vehicles offered for sale to consumers.

75. Therefore, Defendants' acts or practices violate the Used Car Rule, 16 C.F.R. § 455.2, and therefore violate Section 5 of the FTC Act, 15, U.S.C. § 455(a).

VIOLATIONS OF THE PRE-SALE AVAILABILITY RULE

76. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., required the Commission to prescribe rules requiring that the terms of any written warranty on a consumer product be made available to the prospective purchaser prior to the sale of the product.

77. Pursuant to this authority, the Commission adopted the Pre-Sale Availability Rule, 16 C.F.R. § 702.1 et seq., which ensures that consumers have complete and accurate warranty information available prior to sale so that they can make fully informed purchasing decisions.

78. At all times material hereto, Defendants have been "sellers" as that term is defined in the Pre-Sale Availability Rule, 16 C.F.R. § 702.1(e), and have offered for sale and sold "consumer products" with "written warranties" as those terms are defined in the Pre-Sale Availability Rule, 16 C.F.R. § 702.1(b) and (c).

79. The Pre-Sale Availability Rule requires that the seller of a consumer product, costing more than $15, that is sold with a written warranty shall make the text of the warranty readily available for examination by prospective buyers. Sellers can meet this requirement of the Pre-Sale Availability Rule by: (1) displaying the text of the warranty in close proximity to the warranted product, or (2) furnishing it upon request prior to sale and placing signs reasonably calculated to elicit the prospective buyer's attention in prominent locations in the store or department advising such prospective buyers of the availability of warranties upon request. 16 C.F.R. § 702.3(a).

Count IV (Pre-Sale Availability Rule Violations)

80. In numerous instances, Defendants have failed to display the text of their warranty in close proximity to the warranted product or to place signs reasonably calculated to elicit the prospective buyer's attention and advising about the availability of such warranties upon request.

81. Therefore, Defendants' acts or practices violate the Pre-Sale Availability Rule, 16 C.F.R. § 702.3(a).

CONSUMER INJURY

82. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, MITOR, the Used Car Rule, and the Pre-Sale Availability Rule. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.

PRAYER FOR RELIEF

Wherefore, the FTC requests that the Court:

A. Enter a permanent injunction to prevent future violations of the FTC Act, MITOR, the Used Car Rule, and the Pre-Sale Availability Rule;

B. Award monetary and other relief within the Court's power to grant; and

C. Award the FTC such other and additional relief as the Court may determine to be just and proper.

Dated: July 2, 2024

Respectfully submitted,

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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

Exhibit A

what is involved in vroom's inspection and reconditioning process?

All of our cars undergo an extensive inspection and reconditioning process that must meet specific mechanical, electrical, and cosmetic standards. For example, we inspect the following major systems according to our standards: engine, transmission, braking system, ABS operation, parking brake, steering system, suspension system, cooling system, HVAC operation, 4-wheel drive system (if equipped), and battery/charging system operation. We also inspect safety features and lighting operations for proper functionality.

We will not list a car for sale if we find evidence of flood or frame damage. Additionally, if we find evidence of rust penetrating a part's surface, that part will be repaired or replaced as necessary.

We visually inspect the exhaust system, exterior lights, and steering and suspension components. The chassis is inspected for leaks. Our cars are test driven to ensure the functionality of the steering and the suspension and to detect any braking noise or vibrations. The blinkers, cruise control, and other driver systems are checked for functionality as well.

Please note: Some of our vehicles may have unrepaired manufacturer safety recalls, and you can confirm if the vehicle you wish to purchase is subject to an open safety recall by visiting https://www.nhtsa.gov/recalls – search using the VIN of the vehicle. Recall remedies must be performed by the manufacturer. If you purchase a vehicle from Vroom with an open safety recall, contact a manufacturer-authorized facility immediately after purchasing the vehicle to have the recall fixed for free. In addition, please note that we do not perform manufacturer-recommended routine maintenance.

Our cosmetic standards do not permit more than 3 dents of 1/2 inch or less on a single panel. We repair scratches longer than 6 inches, fix major dents and dings over 1/2 inch, and replace windshields with damage greater than 1 inch. At times we will paint body panels to repair cosmetic damage. We do not repair all wheel damage. Finally, the interior and exterior of all our cars are cleaned upon completion of the reconditioning process.

Standard Inspection Items (if car is equipped):

Test Drive	
1	Check reverse gear of Transmission
2	Set and check parking brake operations
3	Test drive vehicle in pre-approved test drive route
4	Check drivability under acceleration
5	Check all gauges for proper operation
6	Check cruise control operations
7	Check Steering operation
8	Check Break operation
9	Check for noises, vibrations or suspension harshness
10	Check transmission operations
11	Check paddle shifters if present
12	Check bearing noise
13	Check CV axles
14	Check 4WD operation if present
15	Check cooling fan operations
16	Compare and check trip meters, record mileage
17	Check heater operation
18	Check vehicle operating temperature
Cosmetic Inspection Interior	
19	Inspect drivers visor and surrounding headliner
20	Inspect windshield Driver Side
21	Inspect dash
22	Inspect steering wheel
23	Inspect cluster
24	Inspect drivers A-pillar
25	Inspect drivers B-pillar
26	Release the trunk/hatch and exit the vehicle
27	Inspect the drivers door jam and body seal
28	Inspect the drivers door panel, glass, and seal
29	Inspect the drivers seat and carpet
30	Inspect the drivers rear door panel, glass, and seal
31	Inspect rear of drivers front seat
32	Inspect the drivers rear door jam and seal
33	Inspect rear deck package tray and rear window
34	Inspect drivers B-pillar surrounding headliner
35	Inspect drivers side C-pillar and surrounding headliner
36	Inspect rear hatch door jam and body seal
37	Inspect interior of trunk/hatch and surrounding areas
38	Inspect passenger rear door jam and body seal

39	Inspect the passenger rear door panel, glass and seal
40	Inspect the passenger rear seat and carpet
41	Inspect rear of passenger front seat
42	Inspect passenger B-pillar and surrounding headliner
43	Inspect passenger side C-pillar and surrounding headliner
44	Inspect the passenger front door jam and body seal
45	Inspect the passenger front door panel, glass, and seal
46	Inspect the passenger front seat and carpet
47	Inspect passenger visor and surrounding headliner
48	Inspect windshield Pass side
49	Inspect dash and glovebox
50	Inspect center dash console
51	Inspect passenger A-pillar
52	Inspect passenger B-pillar
Cosmetic Inspection Exterior	
53	Driver Fender
54	Driver Fender Flare
55	Driver Pillar (A) (B) (C) (D)
56	Wheel (F)
57	Driver Front Door
58	Driver Front Door Handle
59	Driver Rocker
60	Driver Rear Door
61	Driver Rear Door Handle
62	Driver Sail Panel
63	Driver Qtr
64	Driver Qtr (Flare)
65	Driver Qtr (Fuel Cover)
66	Driver Side Views
67	Molding (F) (R)
68	Belt/Door Molding
69	Window Molding (F) (R)
70	Cab
71	Barn Doors
72	Barn Door Handle
73	Wheel (R)
74	Plastic Bumper
75	Running Boars
76	Rear Bumper
77	Trunk/Liftgate/Tailgate
78	Tail Light (D) (P)
79	Spoiler/Wing
80	Rear Bumper Step Pads
81	Bed Caps
82	Window Tint Rear
83	Roof
84	Radio Antenna
85	Front Bumper
86	Grille
87	Hood
88	Hood (Cowl)
89	Head Lamp (D) (P)
90	Lower Valance
91	Pass Qtr
92	Pass Qtr (Flare)
93	Pass Qtr (Fuel Cover)
94	Pass Sail Panel
95	Wheel (R)
96	Pass Rear Door
97	Pass Rear Door Handle
98	Pass Rocker
99	Pass Front Door
100	Pass Front Door Handle
101	Pass Pillar (A) (B) (C) (D)
102	Pass Fender
103	Pass Fender Flare
104	Passenger Side Views
105	Side Views (Flare)
106	Molding (F) (R)
107	Belt/Door Molding
108	Window Molding (F) (R)
109	Cab
110	Barn Doors
111	Barn Door Handle
112	Wheel (F)
113	Plastic Bumper
114	Running Boards
Control and Features Position A	
115	Check key and FOB operation in drivers door and trunk
116	Cycle key in ignition, check cluster lights
117	Start vehicle and check operation
118	Check exterior lights with Position B
119	Release fuel door, hood, and trunk latches
120	Open hood, check secondary latch operation
121	Check hood support prop rod and/or struts
122	Test battery
123	Check belts and hoses

124	Check upper support/apron for frame damage
125	Check air filter
126	Check aftermarket components
127	Check fluids
128	Check driver front inner and outer door handle
129	Check horn
130	Check steering wheel and column functionality
131	Check A/C blower and vent operation
132	Check radio
133	Check entertainment system and/or nav
134	Check wipers/washers
135	Check interior light operation
136	Check sunroof/convertible top
137	Check driver front seat operation
138	Check driver front seatbelt
139	Check driver front door controls
140	Check driver front sun visor
141	Check driver rear door inner and outer handles
142	Check driver seat headrest
143	Check driver rear seat operations
144	Check driver rear seatbelt
145	Check driver rear door controls
146	Check driver rear headrest
Control and Features Position B	
147	Check exterior lights with Position A
148	Check presence of charging cables on hybrid models
149	Check trunk/hatch, strut operations
150	Check spare tire, jack & tools condition and presence, and for wheel lock key if applicable (may also be in glovebox)
151	Check spare tire air pressure
152	Check tire pressure
153	Test fuel cap
154	Check passenger front door inner and outer handles
155	Check passenger front seat operation
156	Check passenger front seatbelt
157	Check passenger front door controls
158	Check passenger front sun visor
159	Check power outlets
160	Check vent operation and condition
161	Check glovebox operation
162	Check center console operations and controls
163	Check passenger front seat headrest
164	Check for signs of flood damage
165	Check passenger rear door inner and outer handles
166	Check passenger rear seat operations
167	Check passenger rear seatbelt
168	Check passenger rear door controls
169	Check rear console
170	Check rear electrical function
171	Check passenger rear headrest
Brake and Tire Inspection	
172	Inspect Frame
173	Inspect front driver/passenger wheels
174	Inspect front driver/passenger tires
175	Inspect for front-end play
176	Inspect front driver/passenger lug nuts and studs
177	Inspect front driver/passenger brake pads/calipers
178	Inspect front driver/passenger rotor
179	Inspect rear driver/passenger wheel
180	Inspect rear driver/passenger tire
181	Inspect rear driver/passenger lug nuts and studs
182	Inspect rear brake pads/shoes/calipers
183	Inspect rear driver/passenger rotor
184	Inspect wheel cylinder

← back to topic

vroom

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Exhibit B

vroom

BUY SELL/TRADE FINANCE ABOUT HELP LOG IN

buy your next ride entirely online

Shop, buy, and get it delivered right to your doorstep. Learn More

Search by make, model, or body style

SEARCH

Browse thousands of low-mileage cars and trucks



sell us your car

Get an instant appraisal in as little as **2 minutes**

Licence plate

State

WHAT'S MY CAR WORTH?

No License Plate? Enter VIN



Competitive price No obligation Free pickup

shop by vehicle type

Pickups | SUVs | Sedans | Coupes

Convertibles | Hatchbacks | Minivans | Wagons



High-Quality Cars

Multiple inspections. Free CARFAX® history report. Free limited warranty.



Buying Made Easy

No haggling. No hassles. An easy and efficient car buying process— the way it should be.



Delivered Right to You

Get your car or truck shipped to your home or a convenient nearby location.

SHOP VEHICLES

vroom values

We believe buying a car should be fun, easy, and affordable. Here's how Vroom is leading the revolution

PRICE

No haggling. No pressure.

We've eliminated the middleman and made the entire car buying process more efficient, which allows us to pass the savings on to our customers.

RECONDITIONING

Multiple Inspections

Our cars undergo an extensive inspection and reconditioning process that must meet specific mechanical, electrical and cosmetic standards. We only sell cars that have accident-free CARFAX vehicle history reports at the time of purchase and sale.

FINANCE

Get a Competitive Rate

Vroom has strategic relationships with partners like Chase, Santander, and Ally to secure the best financing for you.

DELIVER TO YOU

Delivery Straight to You

Delivering cars is at the heart of what we do. Save a trip to the dealership and let us bring your next car to you.

7-DAY RETURNS

7 Days to Decide

Spend a week (or 250 miles, whichever comes first) getting to know your vehicle. Take a trip, park it in your garage, drive it to work. If it's not right, we'll take it back.

COVERAGE

Free Limited Warranty

A limited warranty is included with all Vroom vehicles, good for 90 days or 6,000 miles. Additional coverage options available for added peace of mind. Learn About VroomProtect

"Vroom is a fast, easy and hassle free way of buying a vehicle. I can honestly say that I had an unbelievable buying experience."

Michael W.
COLORADO SPRINGS, CO



how it works

Vroom is changing the way people buy, sell, and trade in cars. Here's a step-by-step guide on what to expect.

LEARN MORE ABOUT VROOM

Vroom | How to: Buy

"The website makes car-buying haggle-free, with prices below market value, so customers can rest easy knowing they aren't getting ripped off."

BUSINESS INSIDER

"Vroom looks a lot nicer than that tool shed on the avenue, and its promises to buyers are better than most auto websites we've seen."

YAHOO! FINANCE

"Selling a car has never been this easy, at least when using Vroom."

USA TODAY

"Vroom wants to make buying or selling a used car as quick and painless as ordering an Uber.

FORTUNE

"Because it does not spend hours selling to customers, maintaining a brick-and-mortar stores, or paying commissions, Vroom can run more efficiently than a traditional dealership."

FAST COMPANY

"Unlike rival marketplaces for used cars, Vroom buys and inspects all of the vehicles it lists for sale on its website."

Bloomberg

Popular Makes and Models

Honda Accord for Sale
Honda Civic for Sale
Jeep Wrangler for Sale
Honda CR-V for Sale
Toyota Camry for Sale
Jeep Grand Cherokee for Sale
Toyota Corolla for Sale
Ford F-150 for Sale

Ram 1500 for Sale
Jeep Cherokee for Sale
Chevrolet Silverado 1500 for Sale
Ford Mustang for Sale
Mazda CX-5 for Sale
Toyota RAV4 for Sale
Hyundai Tucson for Sale
Ford Explorer for Sale
Hyundai Elantra for Sale
Volkswagen Tiguan for Sale
Ford Maverick for Sale
Volkswagen Jetta for Sale

Shop by Brand

Acura
Alfa Romeo
Audi
BMW
Buick
Cadillac
Chevrolet
Chrysler
Dodge
Fiat
Ford
GMC
Genesis
Honda
Hyundai
Infiniti
Jaguar
Jeep
Kia
Land Rover
Lexus
Lincoln
Maserati
Mazda
Mercedes-Benz
Mini
Mitsubishi
Nissan
Polestar
Porsche
Ram
Subaru
Tesla
Toyota
Volkswagen
Volvo

Shop by Location

Atlanta, GA
Austin, TX
Chicago, IL
Columbus, OH
Dallas, TX
Denver, CO
Detroit, MI
Houston, TX
Indianapolis, IN
Las Vegas, NV
Los Angeles, CA
Memphis, TN
Miami, FL
Nashville, TN
Newark, NJ
New Orleans, LA
Orlando, FL
Phoenix, AZ
Sacramento, CA
San Francisco, CA
Seattle, WA
St. Louis, MO
Tampa, FL
Washington, DC

who we are

Our hundreds of team members are helping Vroom revolutionize the way people buy, sell, and trade in cars. Count on us to make your next car buying experience the best you've ever had.

LEARN MORE

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Exhibit C

HOW IT WORKS

buying and selling made easy

You've found it: The better way to buy or sell a car.
Find a great car and make it yours or sell us the one you have,
all without a trip to the dealership. But how, exactly? Here's how.

SHOP NOW

for buyers



Browse Online

Choose Your Car

Explore thousands of high-quality, low-mileage vehicles on vroom.com, with new cars and trucks added every week. All vehicles pass a thorough inspection and come with a free CarFax vehicle history report so you can feel confident you're getting a good ride.
MORE ABOUT VROOM'S VEHICLES

Start Your Purchase

Click "Start Purchase" and create an account on vroom.com to save future information and purchase details.
MORE ABOUT BUYING WITH VROOM

Choose How to Pay

Finance with Vroom and we make the hard part easy. We partner with a dozen major banks to get you the right rate. You can also pay with cash or finance with your own bank. Complete this step and a Vroom Car Specialist will be in touch shortly to discuss further details.
MORE ABOUT FINANCING

Tell Us About Your Trade

If you have a trade, get a fast, easy appraisal by giving us some basic details about your vehicle. This will give our Car Specialist even more information to be able to structure the right deal for you.
MORE ABOUT TRADING IN



Make It Yours

Upload Key Documents

Take a photo of your driver's license and proof of insurance to verify your identity. Our Car Specialist will request these when they give you a call and will provide an easy upload link. Depending on your financing, you may be asked to confirm other details.

Place a Deposit

With a refundable deposit from you, we'll hold your vehicle for 24 hours. This ensures no one else can buy the vehicle while you finalize the contract details. The deposit amount may vary by vehicle.

Sign Here

We will either overnight your paperwork for signature or email to you for e-signature (dependent on the requirements of your purchase). Review carefully, sign where noted and return/complete your paperwork within 24 hours. Once we've got it, we'll confirm it looks good and then the car will be yours.
MORE ABOUT BUYING A CAR WITH VROOM



Get It Delivered

Plan for Delivery

With your signed and approved paperwork and deposit, we give your car one last inspection and book it for delivery. Once it's on the road to you, our Delivery Support Team will be in touch with regular updates.

Meet Your New Car

Your vehicle will typically arrive within 10-14 days of purchase, though sometimes it can take longer. We ship your car right to your home, or to a convenient nearby location.
MORE ABOUT DELIVERY

Check for Temp Tags

Your car arrives with temporary tags allowing you to drive the vehicle immediately. You'll receive an email with details about titling and registration upon delivery. If you financed your vehicle with Vroom, we file your DMV paperwork for you.
MORE ABOUT TITLES AND REGISTRATION

Take It for a Spin...Or Two

To get to know your car, it takes more than a trip around the block. You have a full week (7 days or 250 miles) to make sure it's right for you. If it's not, we'll take it back and refund the purchase price.
MORE ABOUT THE 7-DAY RETURN PERIOD

Enjoy Your Ride

Feel good that you got a great car at a great price, delivered right to you. Enjoy your ride, tell your friends and give our Customer Support team a shout (855) 219-5411 if you need anything else.

for sellers



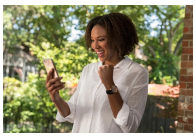
Get Your Price

Tell Us About Your Vehicle

Provide basic information about your vehicle including your license plate or VIN, mileage, and condition. Vroom's proprietary buying system gives you an instant price for your vehicle based on your description and data from thousands of similar transactions.

Get Your Instant Price

We'll give you an instant price for your vehicle that is good for the earlier of 7 days or 250 additional miles. If we're unable to calculate an instant price, one of our car-buying experts will email you a price typically within the same day.
MORE ABOUT SELLING TO VROOM



Close the Deal

Verify Your Information

When you're ready to sell your vehicle to us (price is good for 7 days or an additional 250 miles), you'll verify ownership information and upload pictures of your photo ID, registration, title in your name (if applicable), and odometer. You're one step closer to getting paid! Our team will be in touch to discuss transferring your title and finalizing your deal.

Schedule Your Pickup

Our team will work with you to schedule a free pickup from your driveway or a convenient location near you (within the lower 48 states). That's right, pickup is absolutely free
MORE ABOUT PICKING UP YOUR CAR



Get Paid

Look Out for Your Payment

With confirmation of pickup, we will process your payment and send it via your choice of direct deposit or check by mail.
MORE ABOUT GETTING PAID

ready for your next great car?

CHECK OUT OUR INVENTORY

what our customers are saying

★★★★★

The easiest way to sell your car.

Talk about the easiest way to sell your car. It was simple. At first I was skeptical but once you start the selling process everything is explained in great detail.

Wilmer G.

Florida

★★★★★

Super fast with the entire transaction and paperwork.

Super quick response, super fast with the entire transaction and paperwork and a really great appraisal given on my car.

Jonathan C.

Adams, TN

★★★★★

Process was painless, delivery was fast.

Process was painless, delivery was fast. Getting rid of my old car simple and painless as well.

Gregory P.

Euless, TX

★★★★★

The whole process is 5 stars from beginning to end!

Your customer service, communication updates and the whole process is 5 stars from beginning to end. Thank you!

Susana S.

Naples, FL

questions?

VISIT OUR HELP CENTER SEND A MESSAGE (855) 524-1300

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Exhibit D

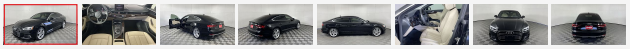
vroom

BUY SELL/TRADE FINANCE ABOUT HELP LOG IN

All Cars / Audi / Audi A5 / 2019 Audi A5

(855) 524-1300





2019 Audi A5

Premium / 2.0L 4 Cyl AWD Automatic / 18,838 miles

$37,999 / est. $707/mo

2-DAY* FREE DELIVERY to Dallas, TX

GET STARTED

vehicle insights

PRICE ANALYSIS
Fair Price
6% of vehicles like this 2019 Audi A5 in your local area are priced similarly.

MILEAGE ANALYSIS
Low Annual Miles
This is a low mileage Audi A5 with less wear and tear than similar cars.

DID YOU KNOW?
Popular Color
This A5 is Black, one of the top 3 Audi A5 colors.

PRICE BREAKDOWN

This analysis is based on a comparison of **16 vehicles** with similar features and mileage in your local area.

THIS VEHICLE
$37,999

GREAT DEAL | GOOD DEAL | FAIR PRICE | ABOVE MARKET

vehicle details

FEATURES | DETAILS

HIGHLIGHTED FEATURES

- Android Auto
- Apple CarPlay
- Backup Camera/Assist
- Blind Spot Monitor
- Bluetooth
- Keyless Entry
- Keyless Ignition
- Leather Seats
- Multimedia/Telematics
- Power Seats
- Satellite Radio
- Stability Control

AUDIO & NAVIGATION

- 10 Speakers
- Android Auto
- Apple Carplay
- Audi Connect
- Satellite Radio

SAFETY & SECURITY

- 4-Wheel Disc Brakes
- Anti-Lock Brakes
- Anti-Theft System
- Auto-Dimming Mirror
- Blind Spot Monitor
- Braking Assist
- Collision Warning System
- Delay-Off Headlights
- Emergency Communication System
- Fog Lights
- Front Airbags (Driver)
- Front Airbags (Passenger)
- Front Anti-Roll Bar
- Front Knee Airbags (Driver)
- Front Side Airbags (Driver)
- Front Side Airbags (Passenger)
- Head Restraint Whiplash Protection
- Overhead Airbag
- Passenger Sensing Airbag
- Rear Anti-Roll Bar
- Stability Control
- Traction Control

COMFORT & CONVENIENCE

- 5-Passenger Seating
- Adjustable Steering Wheel
- Air Conditioning
- Auto Climate Control
- Beverage Holder
- Cruise Control
- Driver Adjustable Lumbar
- Dual-Zone Climate Control
- Front Bucket Seats
- Handsfree/Bluetooth Integration
- Heated Mirrors
- Integrated Garage Door Opener
- Keyless Entry
- Keyless Ignition
- Leather Seats
- Leather Shift Knob Trim
- Leather Steering Wheel
- Memorized Settings
- One-Touch Power Windows
- Passive Keyless Entry
- Power Adjustable Headrest
- Power Liftgate
- Power Mirrors
- Power Seat (Driver)
- Power Seat (Passenger)
- Power Steering
- Power Sun/Moonroof
- Rain-Sensing Wipers
- Rear Air Conditioning
- Rear Bench Seat
- Rear Center Armrest
- Rear-View Camera
- Remote Keyless Entry
- Seat Memory
- Smart Device Integration
- Smart Key
- Split/Folding Seats
- Steering Wheel Controls
- Turn Signal Mirrors
- Vanity Mirror/Light

PERFORMANCE

- 4-Wheel Independent Suspension
- Dual Exhaust
- Speed-Sensing Steering

PACKAGE

- Convenience Package

OTHER FEATURES

- Body Colored Bumpers

VIEW LESS

warranty & protection

90-Day Limited Vroom Warranty
Protection for 3 months or 6,000 miles, whichever comes first.

7-Day Return Policy
Spend a week (or 250 miles, whichever comes first) getting to know your vehicle. If it's not right, we'll take it back. Learn More

add-on options

VEHICLE SERVICE PROTECTION
Vroom's Vehicle Service Protection helps in the event of unexpected repair expenses.

GAP PROTECTION
In the event of a total loss, GAP protection helps cover your remaining payments.

EVERYDAY PROTECTION
Vroom's Everyday Protection helps keep your vehicle on the road and moving forward.

FEATURED OFFER
Know Before You Buy Compare multiple auto insurance rates side by side on the #1 rated insurance website. Quote Now
PROGRESSIVE
Sponsored Ad

delivered to you

- Vroom delivers to an address of your choice
- Safe & contact free
- No trips to a dealership



vehicle quality

Any imperfections in the vehicle photos, including the 360° SpinCar Image, are considered normal wear and tear and will not be repaired. Additionally, we may be unable to provide photos of every imperfection on a vehicle, only the most prominent imperfections. Click here to learn more about cosmetic imperfections and our standards for cosmetic repair.

Each Vroom vehicle passes a thorough inspection and reconditioning process so you can be confident in the quality of your ride. Learn more about Vroom's Reconditioning Process.

View the Buyer's Guide

Cosmetic

Our vehicles are used, so they aren't perfect, but we make our best effort to fix anything outside of normal wear and tear, based on the vehicle's history, mileage and price. Here is a sample of our cosmetic standards:

- Repair scratches **longer than 6 inches**
- Fix major dents and dings **over 1/2 inch**
- Replace windshields with damage **greater than 1 inch**

Mechanical & Electrical

We check everything from tread depth of tires, to thickness of brake pads, to performance of features on a test drive. Here is a sample of our mechanical and electrical standards:

- Tire treads of **at least 4/32 inch** in the middle
- Brake pads are **at least 4mm thick**
- We do not perform manufacturer-recommended routine maintenance
- Repair/clear any active diagnostic trouble codes and check engine lights
- Visually inspect vehicle's frame for damage and refrain from selling at retail if damage found
- Test drive for steering, suspension and braking noise and vibrations to confirm proper functioning

Clean Auto History

According to AutoCheck™, this vehicle had no reported accidents at the time this vehicle was listed for sale.

See AutoCheck Report

Recall Notice

Some of our vehicles may have unrepaired manufacturer safety recalls. Visit https://www.nhtsa.gov/recalls to search for open safety recalls by VIN.

To learn more about safety recalls, visit our FAQ: What is a Safety Recall?

price it out

FINANCE

Term Length: 72 months
Credit Score: Very Good (700-759)
Trade-In Value: $0
Down Payment: $2,000

$707
Estimated Monthly Payment

Vehicle Price	$37,999
Shipping	$0
Down Payment	-$2,000
APR	12.16%
Estimated Amount Financed	$35,999

GET STARTED

peace of mind



Delivered to You
Get this car shipped to your home or a convenient nearby location.



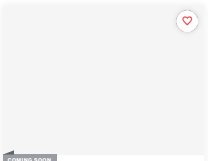
Free Roadside Assistance
Enjoy a full year of 24/7 roadside assistance. Exclusions may apply.



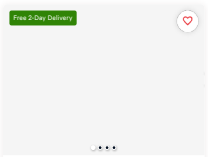
Free Limited Warranty
It's good for 90 days or 6,000 miles. Exclusions may apply.

similar vehicles

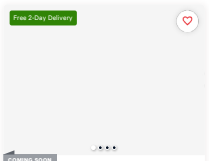
LOWER PAYMENT | LOWER PRICE | DIFFERENT COLOR



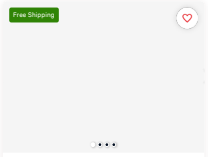
COMING SOON
2019 Audi A5 — $37,589 est. $700/mo
Premium Plus / 27,305 miles
Low Miles



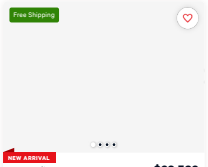
Free 2-Day Delivery
2019 Audi A5 — $36,999 est. $691/mo
Prestige / 49,966 miles
Well Equipped



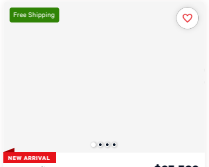
Free 2-Day Delivery
COMING SOON
2019 Audi A5 — $34,999 est. $651/mo
Premium Plus / 41,047 miles



Free Shipping
2019 Audi A5 — $36,999 est. $690/mo
Premium Plus / 37,104 miles
Low Miles | Will Sell Soon



Free Shipping
NEW ARRIVAL
2018 Audi A5 — $32,589 est. $612/mo
Premium Plus / 43,738 miles
Low Miles



Free Shipping
NEW ARRIVAL
2018 Audi A5 — $35,589 est. $671/mo
Premium Plus / 42,377 miles

Audi A5 Trims

Audi A5 Premium Plus | Audi A5 Premium

Audi A5 by Year

2019 Audi A5 | 2018 Audi A5

Price displayed does not include: Pre-delivery service charges of $350.00 • Non-refundable delivery fee calculated based on location • FL residents only - Electronic registration filing charge of $15.00 • Applicable taxes, title, tag and registration charges which will be calculated at the time of purchase.

Prices are subject to change.

We make every effort to provide accurate vehicle information on this page, but please verify before purchasing.

vroom

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