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Attacking the Bureaucracy of Sales: A Case Study of a Car Sales Event

Many people express their discomfort with the car-buying event but it has been difficult to document each painful step in the process. I have had the opportunity to review audio-taped documentation of car buying episodes in various money laundering cases, where the buyer (actually an undercover law enforcement agent) goes through some of the usual steps of car purchasing. But such data are not really representative of the average car buying event, since the presentations, first of all, were done by undercover police acting as buyers, and secondly, the police acted in the flamboyant and atypical manner that they believed might typify a drug dealer. One can also call on personal experiences buying cars but memory of the exact details of each step in the process fade quickly, especially when the event was not particularly pleasant, and questions about the awkwardness, inappropriateness and even legality of taping such events easily discourages such documentation. Alternatively, one could, I suppose, utilize the participant observation technique from inside the business by getting oneself hired as a car salesman and then describing in detail the everyday events for a period of time. Needless to say, this suggestion was not very appealing.

The following description of the bureaucracy of car sales is based on an unusual event in which evidence of the various steps in a car sales process were memorialized for later analysis. It should be made perfectly clear, however, that not all aspects or actions of this recorded event, particularly the most egregious ones, should be generalized to all car dealers. It is the basic, common outline that we focus on here.

Background

It appeared that there would be no easy way to capture the inner workings of the car sales bureaucracy until, in 1987, a Fort Worth attorney, Michael Johnson, called me about a most unusual case. His client was a young adult named Mitchell Bien, who had come to him with a complaint about a local car dealership. Johnson did not normally take cases such as this but as Bien unfolded his story, Johnson was stunned by the violations of human rights that his client revealed.

Getting the client's story is the attorney's first task. This is difficult enough to do when the client is articulate, but Bien posed a further complication: he had been deaf from birth. He was raised by hearing parents but his father had died recently, leaving his car to

his son. Although many deaf people become quite independent in the hearing world, but Bien had not. He had depended on his father to be his translator and to aid in his transactions with the hearing world. This trip to the car dealer was one of Bien's first independent ventures into this wider world. After his unhappy if not traumatic experience trying to price a new vehicle, Bien thought he had been treated badly enough to see a lawyer about a lawsuit.

As attorney Johnson wondered what sort of evidence might support Bien's claim of maltreatment, his client pulled out a stack of 101 four-by-four inch pieces of paper, covered with handwriting. Closer examination revealed that the writing was in three different hands. Then Johnson realized that even in this very interview, he had been communicating with his client by exchanging notes and that the 101 pieces of paper produced by Bien could be, in essence, like a tape recording of Bien's experience with the car dealership.

The attorney quickly examined the sheets but could not find any logical sequence to them. Although Bien and the salesman had written notes to each other, there was, of course, no reason to have numbered the exchanges or sequenced of the pieces of paper while their written communication took place. So the evidence, if it were to be useful as a record of what took place, needed to be put together in the way that the event actually unfolded.

Attorney Johnson worked with his client to try to sequence the papers and finally presented the results in their law suit (Tarrant County, No. 348-111259-88), which charged the dealership with negligence, gross negligence, false imprisonment, infliction of emotional distress, fraud, violations of the state's Deceptive Trade Practices Act, and violations of the Texas Human Resources code's protection of the handicapped. The defendants challenged this sequence, noting that if the exchanges were arranged in a different order, the result would produce a totally different story of what happened. What Johnson needed, then, was a linguistic analysis that would either verify or correct the sequence that his client reported. He thought that the language itself might provide such clues. So he called me.

My analysis of the writing on the sheets of paper ultimately confirmed, with minor modifications, Bien's view of the order of their written exchanges. And I testified to this at trial, showing how I went about my analysis. I reported this in an article in *Forensic Linguistics* in 1994 (Shuy 1994). Bien prevailed in court and was awarded a large sum of money by the jury. However, the details of that particular case are of less concern here than the present focus on the bureaucratic language of the automobile sales

business, as revealed by this evidence. The note sheets provided a fascinating picture of that bureaucracy.

Bureaucratic language, as has been noted throughout this book, is characterized by specialized functions, adherence to fixed rules, a hierarchy of authority, and an administrative system marked by officialism, red tape and proliferation. These characteristics frame the following analysis of the car sales bureaucracy.

Specialization of Functions

A car dealership, like virtually any business, has specialized roles and functions. There are the usual secretaries, typists, mechanics and lower level positions. Then there are the salespersons, managers and other layers of bosses. The function of a salesperson is fairly obvious: to sell products to customers. The function of a car salesperson is more complex, however, and since the sale involves a very large amount of money, customers are more reluctant to bite. To encourage purchases, car salespersons proceed methodically in six predictable phases, which I describe in my earlier analysis of this case (Shuy 1994). In order to be able to identify the specialized functions of the salesperson, it is first necessary to determine the general sequential phases in the sales event. This is important because the specialized functions vary throughout the sales event and these different phases cannot replace or substitute for each other. Nor can they be presupposed if and when they do not explicitly exist, especially in a significant financial transaction such as the purchase of a car. Therefore, it is also useful to identify these phases to contextualize the bureaucratic functions that occur within them. The significance of whether or not an offer was presented by the salesperson and a counter offer was ever made and/or accepted by the customer framed the controversy in this law suit.

A car sales event begins with (1) greetings and introductions, followed by (2) presenting and/or ascertaining needs, moves next to (3) a display of the product, which then leads to (4) making an offer and negotiation, (5) a completion of the transaction, and finally to (6) the closing. These are sequenced phases, as follows:

1. Greetings and Introductions Phase

It is typical that a prospective customer enters the dealership and wanders around a bit, examining the cars in the showroom or on the adjacent lot. Salespersons appear to let them do this for a while, then eventually approach them, identify themselves, shake hands and offer them a warm welcome as well as some sort of hospitality, such as soft drinks or coffee.

2. Needs Phase.

After the greeting and introduction, the car sales event requires salespersons to determine the needs of the customer. This enables them to focus on the appropriate model, style, color, and extras of the product, as a precursor to showing the product, and ultimately to making an offer. The salespersons' function is to try to narrow the focus as much as possible in order to save time and effort. They attempt to avoid any talk about cost at this time since they want to build up the customer's desire level to the point where future negotiations about cost will work in favor of the salespersons. If a customer should ask about price during this phase, the salesperson gives a very broad range of prices, not specific ones, saving preciseness for the later negotiation part of the Make Offer phase.

Another specialized function of the salesperson is to assess the customer's available resources, a tricky thing to do. In terms of sales technique, such information is better obtained once customers are so excited about a specific model that they are numb to such personal probing. But since such excitement is often useless if the salesperson ultimately discovers that they cannot afford it or are not eligible for a suitable loan. For this reason, the "customer profile" often begins rather generally and broadly during the Needs phase, so that such facts are casually gathered as early as possible without appearing to pry.

3. Display Product phase.

After the customer's needs become fairly clear, the salesperson begins to show them various models. This usually culminates with a test drive. This phase is structured to cause the customer to want the product even more. To this point, the desire for the car has been abstract; now it becomes physically real. The salesperson displays not only the car here, but also the qualities of the manufacturer, the dealership, the service department, the sales force, and even the individual salesperson. Hospitality, such as a cup of coffee and donuts, is a common part of this phase.

4. Make Offer phase.

This phase is often foreshadowed during the Display product phase, especially if things seem to be going well for the salesperson. It is common for the salesperson to introduce this phase with words such as, "When would you like to take delivery," even though no agreement to purchase has been made. Such words presuppose agreement and permit easy transition into the more complex money discussion that follows. Specific prices for specific cars are given in this phase. The "customer profile" is now pursued in earnest, completing any information that had been started only informally or broadly to this point. It is common for the salesperson to bring out a standard offer form to record

such information on paper, accompanied by the customer's signature. This strategy will be treated later in the bureaucratic component of adherence to fixed rules. Equally common is for salespersons to make offers that request a higher price or trade-in equivalent than they expect be able to get. Such a strategy puts many American buyers at a disadvantage, since bartering is not common in this country in most commercial contexts. This fact is not wasted on some automobile salespersons.

The expectation, or at least the opportunity, then exists for customers to make a counter offer. If customers are savvy enough to know that this is the expected reaction, they can make one. If no counter offer is made, the salesperson can assume that customers are satisfied with the offer, even though this may not be the case; or that they may simply not understand the bartering procedure. In any case, the salesperson can also suggest that customers make a counter offer (although the term, "counter," is seldom used), especially if there seems to be no response at all to the salesperson's original offer or if customers appear to react negatively, even though non-verbally, to that offer. Both the offer and any counter offers count only when they are both explicit and unconditional. "I might be able to get this car for you for \$18,000" is a conditional effort, not a legitimate offer. Likewise, "I might buy if you give me \$5200 on a trade-in" does not constitute a counter offer, since it is couched in the conditional.

The Make Offer phase is one in which negotiation can take place, not just about price of the car, but also about trade-in value, accessories and other issues. Again, salespersons are usually at an advantage here, simply because this their business and they are practiced at it while customers usually are not. It is common, nevertheless, for salespersons to complement customers on their shrewd negotiation skills, even when there is little or no evidence of any. The negotiation often takes on a further complexity as well. At some point, especially when the salesperson is forced to give in a bit to the customer's wishes, the proposal suddenly must meet the approval of the salesperson's boss. This structure will be dealt as evidence of the bureaucratic component, "hierarchy of authority."

5. Complete Transaction phase

When the customer unconditionally agrees to buy the car at the price agreed to by the agency, the transaction is completed, usually accompanied by a verbal agreement and a signed contract. Without such an unconditional, formalized agreement, there is no completion of the deal.

6. Closing phase

This is a time of pleasantness, relief and, once again, hospitality and congratulations. For the dealership, it is an opportunity to make customers feel that

they did the right thing and to convince them that they would be wise to continue to buy there in the future and to make use of the dealership's service department. One American brand of automobiles has instituted a ritual in which all salespersons and staff come together and sing their congratulations to the new buyer.

There can be no question but that the car sales event is a product of many specialized functions, and that each of these is located in a proper sequence. Like most bureaucratic events, the outsider to the bureaucracy is more or less unfamiliar with these special functions and is, consequently, disadvantaged by them. Although other sales events, such as buying a diamond ring, may contain similar unfamiliarities, the car sales event has the added disadvantage of high economic consequences and is, at the same time, fraught with distrust and mixed emotions.

Adherence to Fixed Rules

There are, of course, fixed rules that any dealership must follow. As has been noted in other chapters in this book, the difficult characteristic of bureaucracies is not that there are rules, but that the representation of these rules is often made oppressive and carried out in ways that appear to protect the agency more than to serve the public.

At a point during the Make Offer phase, the salesperson brought out what is called in this case, "Computer Price & Equipment Confirmation." This was a printed form, one page long, reproduced as follows:

COMPUTER PRICE & EQUIPMENT CONFIRMATION

(customer's	STOCK NO.: _____
name address	DEAL NO.: _____
and social security	SALESMAN: _____
number)	DATE: _____

VEHICLE DESCRIPTION	SELLING PRICE: 20,977.00
NISSAN 300ZX	
RED	
TM1HZ 14S3HX201018	CURRENT MARKET VALUE _____
	LESS RECONDITIONING _____
	BUYERS ALLOWANCE _____
1302 WIDE BODY SIDE MOLD	DIFFERENCE _____
350 PIN STRIPES	PAYOFF _____
80 MAKE/READY-STATE INS	CASH DOWN _____
0245 T-TOP ENGRAVING	PAYMENTS _____
82 STATE INSPECTION	

02 SECURITY SYS PROGSV

The selling price does not include sales tax, title, transfer registration, state inspection or documentary fees.

Credit Check Release

Please sign and give us your Social Security Number to authorize us to apply for a credit check.

your signature please

SSN:

Once the salesperson believed that he had found the car that the customer was interested in, he brought out this form, a first step in the Make Offer phase. He had previously asked the customer's name, address and social security number, so that when the form was presented to Bien, these were already typed in, along with the specifics of the vehicle description, equipment, stock number, deal number, date, and salesman's name. The document, when presented to Bien, looked very official and orderly. Although there is no evidence from the note sheets that a long pause took place previous to this point, there could be no other explanation for this form's having this information typed in. It looked very official and bureaucratically proper.

In terms of bureaucratic language, note first the title, "Computer Price & Equipment Confirmation." Although the form does indeed speak to price and equipment, there is nothing in the title to suggest that an offer had been made or, in fact, that the form was in any way intended to memorialize an offer or counter offer. The use of the word, "Computerized," in the title adds to its official, bureaucratic appearance, even though there is little if anything about the form that suggests computerization. The word, "Confirmation," is also interesting in that it is vague about what or who is confirming what. It certainly "confirms" which vehicle is being looked at. Does it also suggest that Bien is confirming that he wanted to buy it? The dealership thought so and testified to this at trial. When something is confirmed, however, it is useful, if not absolutely

necessary, to state clearly what the confirmation refers to and who is doing the confirming. The form fails in both respects.

"Current Market Value," "Less Conditioning," and "Buyers Allowance" refer to trade in. When Bien had driven up to the dealership, it was clearly apparent that he had a vehicle. As the note sheets make clear, Bien expressed no intention of buying a car that day. He explained that he came in there to find out the general parameters of what a new car might cost if at some time he might decide to buy one. Many potential customers begin in this way and salespersons naturally try to speed the process along by convincing customers that they need look no further for the car of their dreams. Since he had seen Bien's vehicle, the salesperson asked Bien if his plans included considering a trade in if and when he might make a purchase. Since he saw no reason not to, Bien consented when asked for his car keys so that the appraiser might examine his car. Again the dealership argued that this information indicated that Bien indeed had begun the negotiation part of the Make Offer phase, even though, in his words, he had only consented to this as a matter of information and not as an indication of any negotiation or commitment to buy a car. That these figures were the product of the dealership, and not those of Bien, seem to be confirmed by what was handwritten on the form after the categories, "Payoff" and "Payments." Inked in was "10,000 and 36 @ 330-345 mo." The note sheets indicate that at no time did Bien indicate that he had that much money to put down or that he requested the amount of monthly payments of any kind. The salesperson simply skipped this matter, much as he did when he asked earlier, "When would you like to accept delivery?" If some car salespersons can move a sale along by presupposing the past move, even though it never actually occurred, the eventual sale can be speeded up, but the validity of the move may well be questioned if there is no explicit agreement to it.

When he was shown this form, Bien objected to the small trade in value that was handwritten on the form, "3879.00, less conditioning, 879." "Buyers allowance" was inked in as "3000." Before the salesperson left Bien alone and went to have the form filled out, Bien had written, "I don't think to buy new because it is too expensive." Undaunted by this, the salesperson went ahead with the form, claiming that he had to get authorization from his boss. Upon seeing the form, Bien objected, writing "Almost half price lose, not worth. Last May bought it for 5775. Now 3000." The salesperson replied, "This is best offer," to which Bien wrote, "If I buy new and I still lose \$2575 for my truck."

Missing from the dealership's interpretation of these written exchanges is the conditionality of Bien's preceding exchanges, full of "if's," expressions of his intention

only to shop for prices, and his clear declarations that he wanted his keys back because he wanted to leave. The salesperson ignored Bien's pleas.

As in much of the bureaucratic language described in this book, the bureaucratic rules that were apparently guiding the salesperson in this case were not made explicitly or clearly. Nor was there any authorization from the customer to go to the next phase of the transaction. The Computer Price and Equipment Confirmation form may have been clear enough to the dealership but the customer's perspective was not taken into account (it is possible, of course, that the dealership intended to deliberately mask its intention to the customer).

In governmental bureaucracies that exist as a result of acts of congress and are set up for the purpose of serving the public, there is a growing understanding that the public's perspective must be taken into account. In commercial business, taking the customer's perspective appears to be a bit less strongly felt. There is a strong need to attract the public, convince it to buy the product and, in some good businesses, a need to be of service to the consumer. Taking the consumer's perspective with regard to the language used, however, is still often in its infancy as evidenced by the language found on many warning labels of commercial products, on assembly instructions for children's' toys, in advertisements, and on many other things.

Most commercial advertisements offer little or no information about the product, preferring only to gain product recognition in the ads. In the case of the car sales event, giving at least some information is central to the salesperson's effort to determine the customer's needs and to narrow the options available. In the instant case, information about the sales event itself, such as whether or not an offer was made and whether or not the customer had made a counter offer signaling that Bien was actually into the negotiation process, was badly obscured in the ways noted above.

By adhering to the fixed rules of presenting the "computer price and equipment confirmation" at the time and in the way it was presented, the salesperson was probably following standard car sales procedure, at least for this dealership. In fact, at trial others in the dealership testified that this was, indeed, the case. The salesman should not be penalized, they argued, since this is how they claimed that the sales event was conventionally carried out. In short, the dealership tried to hide behind what they portrayed as the fixed rules of the bureaucratic wall.

Hierarchy of Authority

It was noted above that just before the "computer price and equipment confirmation" was brought out, the salesperson disappeared for an unknown length of time. Leaving the customer alone like this is recommended in some training programs for car salespersons, as was brought out in trial. This is done to intensify the customer's desire for the car and to make him want to get the transaction over with even if he had to give in on the matter of price. Bien spent at least four hours in the dealership even though his purpose from the outset, as his written notes reveal, was only to price a car for some later possible purchase. Evidence of the time lapse can be found on the note sheet references to time throughout, such as "I have been here for two three hours so I'm tired now."

To his presupposed question, "When do you want to take delivery?" the salesman got no response, at least none that was written on the note sheets. He then asked Bien to make a counter offer. Receiving no response again, the salesperson began the conventional car sales role switch, familiar to most of us in our car buying experience. He now became Bien's ally, writing, "Let me work on my manager," placing the manager in the opposition role. Like most bureaucracies, there is always an appeal to some higher authority, often abstract, distant or even absent.

Before the salesperson left Bien in the cubicle, he wrote, "If I can get you a better deal would you finance or pay cash? Give me some help. I need to show my boss some form of money. Cash, credit card, check, anything. Help me. My sharp buyers use a portion of their money to dangle in front of my boss to get a good deal! I need a check for \$4,000 to use as negotiating leverage to use against my boss. I'll give it back. Write me a check for \$4,000 so I can bring it to my boss to try to get this deal." Bien wrote back, "If good deal and I will call my insurance then come back here." Bien wrote a check, perhaps feeling at last that someone was finally on his side in this affair. In doing so, of course, he played into the hands of the dealership for they could now use this as evidence that he had indeed wanted to buy a car at that time. But again the dealership forgot to consider that Bien had written five previous exchanges that began with "if:"

"If your boss accept I can't buy it right now."

"If I write my check then you will return it back."

"If good deal I will call my insurance."

"If good deal then go to home and call my insurance for how much cost for that car."

"If your boss accept I can't buy it right now so rather talking my insurance man."

Bien's consistent goal was to determine how much all this would cost and not to purchase anything that day.

The salesperson protected his relationship with Bien by not taking responsibility for the figures on the "computer price and equipment confirmation" form. He was now joined with Bien in a contest with the bureaucratic hierarchy, the good guy-bad guy routine so common in police interrogations of suspects. The next step was to get Bien happy with the boss by creating still another, more abstract enemy. The salesman, noting Bien's displeasure with the figures on the form, wrote: "Why don't you like my boss?" To this, Bien replied, "because he gave me too high Price and lose my money for truck in price." To this, the salesperson wrote, "Don't get mad at my boss. These are buyer's figures." Now there was still another higher authority that both the salesman and the boss could not do anything about, another level in the bureaucratic hierarchy. This level was not assailable, however, since the buyer was a person, real or imagined, who was not present and was not to be present. In essence, the salesperson and the boss (who eventually appeared and wrote a few exchanges but who turned out, in reality, to be just another salesman) were allegedly on Bien's side but were hopelessly trapped in a bureaucracy where nothing could be done, since authority was out of their hands. This is a familiar cry of people who complain about "the bureaucracy." There is always some higher level that cannot be reached.

Administration of Officialdom, Red Tape and Proliferation

One of the most frustrating aspects of bureaucracies is the red tape and waiting they inflict upon outsiders. We have already noted that Bien was kept waiting various times throughout some four hours that he spent in the dealership. On the eighty-second note sheet, Bien complains, "I have been here for two three hours so I'm tired now." On the ninety-fifth note sheet he writes, "You can't hold me to stay here too long for 4 hours because I already been here for 4 hours." Each note sheet contained at least one written exchange and sometimes two or three, so it is clear that long intervals existed between exchanges.

Bureaucracies are also often accused of giving clients the run-around even when responding to relatively simple requests. In note sheet 43, the salesperson asks Bien for a check and it is clear that by sheet 49 this check had been written and given to the salesperson. After a wait, the "computer price and equipment confirmation" sheet

emerges and Bien begins a series of statements about wanting to leave. He is disappointed at the boss's suggested trade-in value and, on sheet 59, makes the first of a series of requests to get his check back, as follows:

- 59 Bien: Please return my check now and I have gone now
because my brother looking at me too long.
- 60 Bien: Please return my check now!
Salesman: Don't give up till I give up.
- 75 Bien: Where is my check?
Salesman: It is safe. In the desk office.
- 77 Bien: Please listin me, please return by check now
because I'm little pressure myself. Please let me go home for rest.
- 78 Bien: Where is your boss's office and I have get my check back.
- 79 Bien: You are Liar because you say you will bring it back
after your boss see it but you won't bring it back.
Salesman: I thought we were friends!
- 82 Bien: Tell your boss please return my check now!
Salesman: Why?
- 83 Bien: Please bring it back Now or drive to Police dept.
Salesman: The police want you to buy a new car and get
a good deal!
- 89 Bien: Show me where is your boss's office.
- 90 Bien: If you won't show his office then go straight to police
dept. or
Salesman: My boss is coming out to meet you!

The pattern of the salesperson's responses offer insights into the car sales use of bureaucratic language. To Bien's requests on sheets 59, 77, 78 and 89, the salesperson gives no answer at all. His answer to 60 is off topic, "Don't give up till I give up." It presumes that Bien's earlier requests to get his check back are not serious and that Bien's earlier statements that he is not there to buy are unbelievable. Not only does the salesperson demean Bien in this way but he fails totally to take Bien's perspective. To Bien's request to learn where his check is, the salesperson tells him that it is safe in the boss's office, ignoring the intent of Bien's continuous meaning that he wants it back. To Bien's complaint that the salesperson had not kept his promise to give the check back, the salesman gratuitously offers that he thought they were friends. When Bien asks that he

tell the boss to give it back, the salesman asks why, putting the customer in the frustrating position of knowing that whatever he says won't be listened to.

The *piece de resistance*, however, comes after Bien threatens to call the police (83) and the salesperson treats Bien like a child, saying that the police want him to buy the car. Bien's second threat to call the police seems to call for drastic action. The alleged manager emerges, although in truth he is just another salesman working in consort with the first one. The remainder of the exchanges are reproduced as follows:

Salesman: My boss is coming out to meet you!

Manager: I'm the manager. Are you doing fine today!

Bien: I know you both push me to buy but I don't accept your deal!

Manager: I understand! That's why I came out personally to meet you. I want to save us both some time. What will you take right now for our truck?

Bien: I'm already little crazy man because you both held me to stay.

Manager: I just called the General Manager. He wants to know will you buy right now at your figures?

Bien: You can't hold me to stay here too long for 4 hours because I already been here for 4 hours. Please give me my check Right now.

Manager: Then let me go to our buyer to try one last time to get your figure.

Bien: Please gave me my check back NOW or

Manager: Just one more second.

We are close to putting a deal together.

I need your understanding and need for you to be just a little flexible.

19,500 for our car.

3200 Buyers allowance

I can sell mine with a discount but I cannot help that the used car market is so slow.

This ended the written exchanges. The last six statements of the "manager" were written on separate sheets with no written responses from Bien. The series speaks for itself but it might be noted that the appeal to authority seems to spiral here. The good

guy-bad guy routine, common in police interrogations, again was pushed a step higher. This time the "manager" brings up the General Manager and, once again, the buyer, as clogs in the bureaucratic machinery. The ploy is obviously to get Bien on their side by showing that they are on his, a common strategy in the car sales bureaucracy. In employing this strategy, the dealership displayed red tape, officialdom, and proliferation equal to that of any governmental bureaucracy.

Conclusion

I make no claim that the unfortunate experience of Mitchell Bien in his effort to find out the price of a car is common in all car sales. One would hope, in fact, that it is an aberration. But Bien's experience has a ring of familiarity about it to most people who have heard of this case, including the judge who, after the trial was over and the jury had awarded Bien a very large sum of money, told me that it was a fascinating "anatomy of a car sale." If it really is such a bureaucratic language anatomy, things are even worse that one might imagine.