



U.S. Department
of Transportation
National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline

Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100147

Date Received

2003 AUG 15
29-JUL-2003

Repository ☐

AM 10:59

Reference No.

10031427

OWNER INFORMATION (Type or Print)

Name

Address

City

SPRING

State

TX

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ☐ NO

In the absence of an authorized signature, please print your name or address to the vehicle manufacturer.

Signature of Owner

Date 8/7/03

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

1N4AB41D7XC 721102

Make

NISSAN

Model

SENTRA

Model Year

1999

Date Purchased

6/22/02

Dealer's Name and Telephone Number

Mike's Car Wash Toyota (713) 558-8100

Engine

4

No. Cylinders

Fuel Type:

Original Owner

☒

Dealer's City

Houston

State

TX

Zip Code

77054

Transmission Type

Automatic

☐ Antilock Brakes

☐ Cruise Control

Powertrain

Vehicle Component Code

103000 POWER TRAIN: AUTOMATIC TRANSMISSION

Multiple Failure: 1

A Plus Transmission Specialist also.

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)

12-JUN-2002

Failure Mileage

multiple times

Failure Speed

Transmission - 5 times Cannot drive over 40 M.P.H. or transmission is totally damaged.

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment

☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

CONSUMER STATES THAT TRANSMISSION IS SLIPPING OUT OF GEAR FROM 1ST TO 4TH GEAR. DEALER NOTIFIED. *AK

This transmission (car) has been taken back to the dealership 4 times regarding the transmission failure. In July 2003 I would

of had to take it back for the same transmission problems (5th time) I have had my car stop in the middle of 70 M.P.H. traffic on I-45 Freeway.

Include, if available, Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your responses may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your responses, or a statistical summary thereof, may be used in support of the agency's action.

I do not want to lose the warranty. I managed to pull over to side of I-45 Freeway before it would have been hit from behind.

223725A

CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, MIKE CALVERT TOYOTA

(transferor's name, Print)

state that the odometer now reads 72780 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY

MAKE	MODEL	BODY TYPE
NISSAN	SENTRA	4DR
VEHICLE IDENTIFICATION NUMBER		YEAR
1N4AB41D7XC721132		1999

X
TRANSFEROR'S SIGNATURE
MIKE CALVERT TOYOTA

PRINTED NAME
2333 SOUTH LOOP WEST

TRANSFEROR'S ADDRESS (STREET)
HOUSTON TX 77054

CITY DATE STATE ZIP CODE
06/22/02

DATE
X
TRANSFEREE'S SIGNATURE

PRINTED NAME
TRANSFEREE'S NAME

TRANSFEREE'S ADDRESS (STREET)
SPRING TX

CITY DATE STATE ZIP CODE

Subscribed and
sworn to
before me this _____ day of _____ 20____

Notary Public

County, Texas

MASON, COPLEN, SHUCHART, HUTCHINS & BANKS, P.C.

ATTORNEYS AT LAW
7300 SAN FELIPE, SUITE 700
HOUSTON, TEXAS 77063

Telephone (713) 785-5586
Telecopy (713) 785-8851

John R. Banks, Jr.

January 10, 2003

A Plus Transmission
8636 Beverly Hill
Houston, TX 77063

**CERTIFIED MAIL/RRR
NO. 7001 1940 0002 6131 4421
AND REGULAR MAIL**

Mike Calvert Toyota
Attn.: President
2333 South Loop West
Houston, TX 77054

**CERTIFIED MAIL/RRR
NO. 7001 1940 0002 6131 4438
AND REGULAR MAIL**

Re: Violations of the Texas Deceptive Trade Practices and Consumer Protection Act (the "TDTPA") by Mike Calvert Toyota and A Plus Transmission with respect to that certain 1992 Nissan Sentra GXE, VIN 1N4AB41D7XC721132 (the "Nissan") owned by Ron Tiffany (Our File No. 1238.003)

Dear Sirs,

Our firm is privileged to represent [REDACTED] with respect to his above referenced claims under the TDTPA.

In June of 2002, Mike Calvert Toyota ("Calvert") sold the above referenced Nissan to [REDACTED]. At the time of the sale, Calvert warranted the Nissan to be in good repair and operating condition, free of defects for ninety (90) days. Within thirty (30) days of purchasing the Nissan, on or about June 26, 2002, the vehicle became inoperable due to a worn out differential in the transmission and other transmission defects.

[REDACTED] returned the Nissan to Calvert for the necessary repairs under the ninety (90) day warranty. Although Calvert initially refused to honor its warranty, it ultimately agreed to do so and sent the Nissan to A Plus Transmission ("A Plus") to repair the transmission in the Nissan. A Plus allegedly completed the necessary repairs to the Nissan and returned the vehicle to [REDACTED] in August 2002. A Plus warranted its repairs to the Nissan, both parts and labor, for ninety (90) days.

On or about October 11, 2002, within sixty (60) days of the completion of the transmission repairs by A Plus, the Nissan totally died while [REDACTED] was driving on the

North Freeway. [REDACTED] had the Nissan towed to Discount Transmissions where it was discovered that A Plus had simply installed a reconditioned torque converter in the Nissan, and totally ignored the badly worn differential. The transmission failure was caused by the badly worn differential breaking, damaging both axles and the torque converter. The Nissan was then taken to A Plus for repair under its ninety (90) day warranty for parts and labor in performing the original repair work. However, A Plus has failed and refused, and continues to fail and refuse to honor its warranty and has improperly deprived [REDACTED] of the use of the Nissan for over two (2) months.

Based upon the foregoing, both A Plus and Calvert are in breach of their respective warranties relating to the Nissan in violation of the TDTPA. The problems with the Nissan's transmission were discovered and reported to Calvert within the ninety (90) day warranty period. Calvert breached its warranty by failing to properly repair or replace the Nissan. A Plus failed to properly repair the Nissan and breached its warranty by refusing to honor the same and correct the defective repairs at no charge to [REDACTED]. As a direct and proximate result of your respective breaches of warranty, [REDACTED] has lost the use and value of the Nissan in its entirety.

With the foregoing in mind, please accept this letter as a formal demand under the TDTPA for recovery of [REDACTED] damages caused by your respective breaches of warranty. At this time, [REDACTED] estimates his damages to be in the amount of \$10,000.00. Given that the primary defect in the Nissan's transmission (the worn differential) was patently obvious, the above referenced violations of the TDTPA were committed knowingly and intentionally, thereby entitling [REDACTED] to recover damages for the mental anguish he has suffered, punitive damages of at least two (2) times his actual damages, and attorneys' fees. [REDACTED] estimates his damages for mental anguish to be \$5,000.00. To date, [REDACTED] has incurred reasonable and necessary attorneys' fees in this matter in the amount of \$2,500.00. The punitive damages are estimated to be \$30,000.00. However, [REDACTED] is willing to accept his actual damages and attorneys' fees, in the aggregate amount of \$17,500.00, in full and complete settlement of this matter.

In the event we do not receive a cashier's check in the amount of \$17,500.00 within sixty (60) days of the date hereof, please be advise that we have been instructed to proceed with the filing of a lawsuit under the TDTPA seeking recovery of all of [REDACTED] actual damages (both economic and mental anguish), punitive damages, interest, costs and attorneys' fees. Any questions concerning this matter should be directed to the undersigned.

Yours Sincerely,

MASON, COPLEN, SHUCHART,
HUTCHINS & BANKS, P.C.,

By: _____
John R. Banks, Jr.

cc:

Via

C:\My Documents\My Files\Client-Matters\1238 Tiffany, Ren\003 DTPA Claim\TDTPA.demand.letter.wpd

Below is the information you entered as it will be sent to the Office of the Attorney General. Please review it carefully.

If you need to make any changes please use the BACK button of your browser.
If everything is accurate, please click on the "Finalize and Submit" link at the bottom of this page.

For Printing the complaints (either in Netscape or IE)
please set Left and Right margins (under Page setup under File) to be 0.25" each.

*** Print This Page and Keep for Your Records ***



Office of the Attorney General - State of Texas
JOHN CORNYN

Consumer Protection Divi
Complaint Form Re

Today's Date: 10/30
Date filed: 10/30

Consumer's Information:

Name: [REDACTED]
Address: [REDACTED]
City, State, Zip: SPRING, TX, [REDACTED]
County: Harris
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Over 65? No
Supporting documents will be sent by: E-Mail

Business or individual complaint is filed against:

Business: A PLUS TRANSMISSION SPECIALISTS
Address: 8636 BEVERLY HILL
City, State, Zip: HOUSTON, TX, 77063
County: Harris
Phone: 713-782-8294
Contact person at business: CHUCK OR MIKE

First contacted via: I telephoned the business
(other):
Solicitation in other language?
Where transaction took place: At their place of business
(other):
Transaction Date(s): 07-23-2002 & 10-12-2002
Contract Signed? No
Amount: N/A
Payment Method:
Date Cashed: null
Credit Requested? N/A
Represented by a private attorney? No

Complained to business? Yes
If so, when? 10-12-2002
Business' response? This is in regards to a used car. They are fixing the car but, they say I have to pay for the parts. Even if I have a 90 day, 4,000 mile warranty including parts & labor.
Complained to other agencies? Yes
No Better Business Bureau
No J.P. Court
No Police Department
No Legal Aid
Yes Other State or Federal Agency
What action was taken by this agency?
NOTHING-Dept of Transportation-Deceptive Trades Practices Act-Mike Calvert Toyota

Description of complaint:

Since I bought this vehicle in June 2002 I have had transmission problems with the vehicle. First the vehicle would not gears-2nd & 3rd gears gone. I went around with Mike Calvert Toyota to get this fixed for one month. On 07-23-2002 I brought the vehicle in to be fixed. Mike Calvert Toyota had outsourced the repair to A Plus Transmission Specialists. supposedly did an entire inspection of the transmission & replaced with a rebuilt exchanged torque converter. On 10-11- while on my way home from work, my car would not drive any further on the freeway. I then had the car towed off the fre to a mechanic I know Spring Cypress Automotive. I talked to Victor there who had the vehicle towed to their location. Victor me he thought I had something within the transmission break-he did a visual inspection of the vehicle as well as turning ti on. I called Ron Grant at Mike Calvert Toyota to have the car towed back to their location to be repaired. I just got the run a

from Ron Grant. So I was going to have a transmission place fix the car and then I would sue Mike Calvert Toyota & A Transmission Specialists for damages. I called Discount Transmission Center and talked with Kevin who told me that they finance the repairs on my vehicle. I told Kevin to have the vehicle towed to their location and to open up the transmission & out what was wrong. Kevin had the transmission opened up. Kevin asked me who had worked on the transmission before how long ago. I told him that it had only been about two months ago since the transmission was so called repaired by A Transmission Specialists. He proceeded to tell me that whoever did the repair had overlooked the condition of the differe badly worn. He said that the differential had broke apart damaging both axles and the torque converter they had placed : vehicle. I told Kevin to have the car ready to be towed to A Plus Transmission Specialists to do the repairs. Since after look the transmission Kevin told me I would have to have 60% down of \$2,338.00 which I do not have as I had just sta temporary job. I then called Chuck at A Plus Transmission Specialists to have the vehicle towed to their location to hav transmission repaired. Apparently in between the towing of the vehicle to A Plus Transmission Specialists, the shims got l the transmission. The manufacturer no longer makes the shims for my 1992 Nissan Sentra GXE. Finally the car arrived at A Transmission Specialists location. Chuck at A Plus Transmission said he would give me the labor but, I had to pay for the pa

What would be a fair resolution to this matter?

Since the damage was as a result from the transmission not being repaired totally, I feel I should not have to pay for parts. A Transmission Specialists did not repair the vehicle in the first place which caused the subsequent damage to the transmission

By submitting this form, you certify that the above statements are true and accurate to the best of your knowledge.

Finalize and Submit

(You will be taken to the Main Consumer Protection page.)

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**THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).**