

2005 SEP -3 AM 2:14

[REDACTED]
D'Iberville, Mississippi [REDACTED]
[REDACTED]

August 26, 2005

10136687

Mr. Dieter Zetsche
President & Chief Executive Officer
DaimlerChrysler Corporation
1000 Chrysler Drive
Auburn Hills MI 48326-2766

VIA CERTIFIED MAIL
Return Receipt Requested

Dear Mr. Zetsche:

In Re: Purchase of: Defective 1999 Chrysler Grand Cherokee Jeep
Vehicle Identification Number: 1J4G25884XC [REDACTED]

Date of Purchase: August 2, 1999

TAKE NOTICE that this letter constitutes notice, that DaimlerChrysler is in violation of a Breach of Express Warranty and Implied Warrantee.

TAKE NOTICE that this letter constitutes notice that, DaimlerChrysler is in violation of Mississippi Uniformed Commercial Code Annotated, §75-2-313 (Rev.2000), § 75-2-314, and §75-2-315, (1972), as amended; Mississippi Product Liability Act ("MPLA"), codified in Miss. Code Ann. § 11-1-63(Rev. 2002); Magnuson-Moss Warranty-Federal Trade Commission ACT US Code - Title 15, Chapter 50; Mississippi Motor Vehicle Warranty Enforcement Act Title 63, Chapter 17, Sections 151 - 165 with regard to:

- (1) Breach of Express Warranty by Affirmation, Promise, Description.
- (2) Breach of an Implied Warranty Of Merchantability And/Or Of Fitness For A Particular Purpose.

On August 2, 1999, I, in good faith, purchased a new 1999 Jeep Grand Cherokee Laredo from Star Chevrolet-Chrysler, Inc., in Wiggins, Mississippi for a price of \$37,814.44, on installment plan. (Attached as Exhibit A).

The Jeep Grand Cherokee Laredo was my vehicle of choice having been highly touted for safety, dependability, and of great quality in the advertisements distributed by DaimlerChrysler.

My Jeep came with a 36-month or 36,000 mile (36/36) warranty express and implied, with the exception of the brakes (rotors, pads, linings, and drums), which carried

NAR
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a 12-month or 12,000 mile (12/12) warranty. It should be noted that Star Chevrolet-Chrysler is 100 miles round trip from my home. Until the 36/36 warranty expired, I drove back and fourth to Wiggins for all warranty service. (See Exhibits B, C).

Since purchasing this vehicle, I have encountered repeated problems with the brakes namely rotors, pads and calipers, which has been unfixable despite the many attempts at a great cost to me both monetary and emotional. I have experienced hard vibration not only in the front end of my Jeep, including the steering wheel, floor, seat, and instrument panel, but the entire vehicle with any pressure at all on the brakes. The vibration frighteningly reached the severity of almost pulling the steering wheel from my hands. This has instilled me with great fear and worry not only for myself but my small son, my husband, and other passengers.

It has just recently and alarmingly come to my attention that the brakes on my Jeep are defective and have been since manufactured, a fact that DaimlerChrysler has been well aware of since at least February 26, 1999 at which time Dealerships were notified via a Technical Service Bulletin (TSB) # 050199, TSB TITLE: BRAKE SQUEAL PRESENT AT SPEEDS OVER 35 MPH (involves installing revised rear brake pads). There were at least six other such Bulletins sent to the Dealerships, as follows:

TSB # 050599

06/18/99

TSB TITLE: MATCH MONTING BRAKE ROTORS

TSB # 050299A

09/10/99

TSB TITLE: BRAKE ROUGHNESS OR PEDAL PULSATION (See # 0500302B)

TSB # 050100A

04/14/00

TSB TITLE: BRAKE ROUGHNESS OR PEDAL PULSATION (See # 0500302B)

TSB # 0500501A

09/14/01

TSB TITLE: BRAKE ROUGHNESS OR PEDAL PULSATION
(See # 0500302B)

TSB # 0500302 REV. A

June 10, 2002

TSB TITLE: FRONT BRAKES PULSATION DURING LIGHT TO MODERATE
BRAKE APPLICATION

Global Warranty Administration Bulletin # No. 02-19

August 2002

(Dealers are notified of an extension of the brake warranty to 36 months or 36,000 miles up from the original 12-month or 12,000 miles because of the defective brakes).

TSB # 0500302B (supersedes TSB # 0500302 REV. A). There was an addendum with this TSB.

12/16/02

TSB TITLE: FRONT BRAKE PULSATION DURING LIGHT TO MODERATE BRAKE APPLICATION

As can readily be seen, the problem was never corrected ongoing. Yet, despite this, DaimlerChrysler, while continuing to notify its Dealers with zero results, neglected to inform Jeep Grand Cherokee owners of a very serious defect in the braking system.

On September 28, 2001, after experiencing a hard vibration not only in the front end of my Jeep, including the steering wheel, floor, seat, and instrument panel, but the entire vehicle with any pressure at all on the brakes I returned it to Star Chrysler. New brake pads were ordered. The mileage was 31421. (Attached as Exhibit B).

On October 17, 2001, I returned to Star Chrysler - Chevrolet. Diagnosis was rotor thickness variation causing uneven wear of brake pads. The rotors were turned and the front pads replaced under warranty. The mileage was 32090. (Attached as Exhibit C).

On December 4, 2002, after a return of the same problem I took my Jeep to Bayside Chrysler-Dodge-Jeep Inc., in D'Iberville, Mississippi, because of its closeness to my home. The front rotors were resurfaced at a cost to me of \$114.22. Mileage was 44882. (Attached as Exhibit D).

On September 10, 2003, after a return of the same problem because the warranty had expired I took my Jeep to Meineke. The front rotors were replaced at a cost to me of \$207.60. (Attached as Exhibit E).

On March 3, 2005, after a return of the same problem I returned to Meineke. The front pads and rotors were replaced, as well as Brake pads, and rear disk brakes at a cost to me of \$219.19. (Attached as Exhibit F).

On March 16, 2005 after encountering the same problem it was necessary that I return to Meineke, where they remachined both front rotors having found hard spots at a cost to me of \$234.53. (Attached as Exhibit G).

On July 21, 2005, after a return of the same problem I took my Jeep back to Bayside Chrysler. The front rotors and pads were replaced at a cost to me of \$357.00, which I had to scrape together to pay. Mileage was 71240. (Attached as Exhibit H).

On July 22, 2005, the left front caliper was replaced at a cost to me of \$67.93. (Attached as Exhibit I).

After picking up my Jeep from Bayside July 21, the brakes locked up as I neared my home after having driven a total of seven miles. It was towed back to Bayside. Road tests revealed that the rotors were heating up too fast causing them to warp and the

calipers to stick. I was told that my Jeep needed new calipers at a cost to me of \$365.00, + tax. It was further found that the pistons in the calipers were now bad because of all the previous work done on the brakes. I was, and continue to be extremely upset. I told the service advisor that I simply did not have the money particularly as I had spent just under \$400.00 on rotors and pads the day before which I could ill afford. It was worked out to just replace the left front caliper since this was the worst one at a cost to me of \$67.93.

Because I was so upset over the same recurring problem despite any and all efforts to fix it, not to mention my expense, worry and fright, the service advisor told me that the brakes were defective and there were Technical Service Bulletins to that effect.

I was then provided DaimlerChrysler's 1-800 number for assistance, which I immediately called. It was approximately 4:25 p.m., July 22. I spoke with a gentleman named Tim. I explained in detail the brake problems I've been having with my Jeep most significantly the excessive number of failed brake repairs and that they're defective. I explicitly told him of my poor financial state and that I fully expected, and rightly so, Chrysler to step up to the bat and take care of this problem.

Tim said that he would see what he could do and would call me back, which he did around 4:55 p.m. I was disappointingly told that since the problem now was the calipers and not the rotors it was the dealerships responsibility and DaimlerChrysler could not assist me.

Upset, I called the service department at Bayside telling the service advisor of my conversation with Tim. He said that I was not the first person with this same unresolved problem. He went on to state that the metal used in the 1999 Jeep Grand Cherokees was bad, which is the same thing that was said recently by Star Chevrolet - Chrysler. He further stated that revised calipers put out by Chrysler for replacement were no better than the originals. Since then, there have been other professional's who have stated the same things.

It should be noted that I have taken exceptional care of my Jeep. It was very hard for me to afford, and thus I have gone to great lengths and have incurred great expense to try and insure it will last, as can be seen by, but not limited to the documents being submitted, including the following:

PTW
4-17-00
Tire Rotation

Star Chevrolet - Chrysler
9-28-01
Several Warranty Jobs
(See Exhibit B)

Star Chevrolet - Chrysler
10-17-01
Several Warranty Jobs
(See Exhibit C)

Star Chevrolet - Chrysler
1-30-02
Warranty Jobs

Star Chevrolet - Chrysler
6-07-02
Two Warranty Jobs
LOF/SPECIAL, Oil Filter, Oil,
Tire Rotation, Adjusted Rear Lift Gate
Shop Supplies

Meineke
9-10-03
Check Hubcaps/Lugnuts
Hardware and Cleaning Supplies
(See Exhibit E)

Bayside Chrysler - Dodge - Jeep
1-13-05
Replace Speed Sensor, Spark Plugs,
And Air Filter

Meineke
3-10-05
Check Hubcaps/Lugnuts
(See Exhibit F)

Bayside Chrysler - Dodge - Jeep
6-21-05
Differential Service

Bayside Chrysler - Dodge - Jeep
7-21-05
Reset Overhead Computer, Install Reminder
Sticker, Change Oil and Filter, Top Off Fluids
And Set Tire Pressure, Rotate Tires and Check
Air Pressure, Left Rear Differential Fluid Service,
Replaced L/Brake Bulb/Socket
(See Exhibit H)

D'Iberville Quick Lube
9-30-99
Basic Service

D'Iberville Quick Lube
9-26-00

Basic Service

**D'Iberville Quick Lube
3-13-01
Basic Service**

**D'Iberville Quick Lube
1-18-02
Basic Service**

**D'Iberville Quick Lube
11-23-02
Basic Service**

**D'Iberville Quick Lube
1-16-04
Basic Service**

**D'Iberville Quick Lube
5-21-04
Basic Service**

**D'Iberville Quick Lube
1-12-05
Basic Service**

(Attached as Exhibit J).

As you are aware, a safely operational braking system is of utmost importance to passenger safety and this issue has caused me much stress, anxiety, and emotional distress and since the purchase of my vehicle, Chrysler has withheld from me information that is critical to my safety and that of my family. In addition to this, I have now spoken to enough individuals and I have read enough literature to conclude that my brakes cannot be permanently repaired. As such, the brakes, which are so critical to vehicle safety, have a permanent and serious defect. This is also affected my ability to sell or trade the vehicle because this would essentially amount to passing along a serious defect to another citizen.

Despite repeated attempts at repair by Star Chevrolet - Chrysler, and Bayside Chrysler - Dodge - Jeep, the brakes and service remains defective and therefore there has been a failure and refusal to conform the product to its express warranty and implied warranty under the law.

Prior to the purchase I explained to Star Chevrolet - Chrysler the special needs and circumstances for which I was purchasing the Jeep Grand Cherokee. I asked Mr. Brad Switzer for a specific representation to meet these needs and circumstances. Based upon the specific representations and recommendations of Mr. Switzer, I purchased the Jeep Grand Cherokee for a price of \$26,390.11, on an installment plan. As set forth in the

facts above, there has been a failure and refusal to conform the product to the Implied Warranty Of Fitness For A Particular Purpose.


Based upon the above, demand is hereby made that you refund the sum of \$39,464.97, to me in full. This price includes \$37,701.91 for the Jeep including finance charges, and trade-in; \$334.42 for Lube Jobs; \$1328.63, for parts and labor, and \$100.00 for car gas.

Please be advised that your failure to comply with this request within thirty (30) days may subject you to the following remedies, which are available for a violation of the Mississippi Uniformed Commercial Code Annotated, §75-2-313 (Rev.2000), §75-2-314, and §75-2-315, (1972), as amended; Mississippi Product Liability Act ("MPLA"), codified in Miss. Code Ann. § 11-1-63(Rev. 2002); Magnuson-Moss Warranty-Federal Trade Commission ACT US Code - Title 15; Chapter 50; Mississippi Motor Vehicle Warranty Enforcement Act Title 63, Chapter 17, Sections 151 - 165.

- (1) \$39,464.97 (the actual damages suffered);
- (2) Any other just and proper relief, and relevant fees

I look forward to receiving my refund. Thank you for your time and consideration in this matter.

Sincerely,


Cc: Office of Consumer Protection
Jim Hood, Attorney General
State of Mississippi
Post Office Box 22947
Jackson, Mississippi 39225-2947

U.S. Department of Transportation
National Highway Traffic Safety
Administration
Office of Defects Investigation
NVS-210, 400 7th Street, SW
Washington, DC 20590

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).