



NEW MOTOR VEHICLE BOARD

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August 18, 2005

Carletta Cannon
Porsche Cars North America, Inc.
980 Hammond Drive, STE # 1000
Atlanta, Georgia 30328

10136709

2005 SEP -3 AM 2:13

Re Complaint Of:

[Redacted]
San Francisco, CA
VIN # WP1AB29P24L [Redacted]

Dear Mrs. Cannon:

Thank you for your letter dated July 1, 2005, regarding the above mentioned consumer.

We have received subsequent e-mail correspondence from Mr. Breisacher (copies enclosed) with regards to his request for Porsche Cars of North America to participate in mediation with the California New Motor Vehicle Board in order to repurchase his 2004 Cayenne. Below, please find a list of the repair attempts made to Mr. Breisacher's 2004 Porsche Cayenne:

Invoice # 15791 – 08/20/03 to 08/21/03 Days out of Service - 2

- Rear hatch lid adjusted
- Ordered replacement covers for dome lights

Invoice # 16481 – 10/01/03 to 10/03/03 Days out of Service - 3

- Readjusted Tailgate
- Replaced L & R coat hook assembly
- Transmission: Found throttle adaptation off. Reprogrammed Electric Throttle
- Locking Sys/Alarm Controller Failed: Replaced sys Controller & Raset sys.

Invoice # 16991 – 11/3/03 to 11/10/03 Days out of Service - 8

- Transmission: Reprogrammed Drive Computer & Recalibrated throttle
- Locking Sys: Replaced RT front Door Lock Actuator
- Instrument Cluster: Performed instrument cluster update
- Headliner: Repositioned the headliner over cargo deck
- Audio Unit: Replaced
- Alignment: Rebalanced Tires/Wheels

Invoice # 31847 – 6/22/04 to 7/2/2004 Days out of Service - 11

- Transmission: Acceleration in Engine lags for 2 sec: Control Unit Replaced
- Headlamp: Dried headlamp assembly & installed silica gel
- Locking Sys: Reprogrammed remote entry control unit
- Alignment

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- Performed Recall: Park brake wiring
- Performed Recall: Seat belts
- Performed Service Action: Update tow bar control unit
- Performed Service Action: Replaced rear window button
- Remote Entry/Locking Sys: Replaced remotes/Repositioned Antenna
- Locking Sys: Internally failed/ Replaced Kesey Control Module
- Transmission Warning Light: Code found Servo Motor/Replaced Servo Motor
- Side Mirror: Replaced Window Control Module
- Brakes: Modified Braking Plate
- Upholstery: Re-stitched seam
- Audio Unit: Replaced Amplifier
- Rear Lld: Replaced Tailgate Shocks

In his e-mail correspondence, Mr. [REDACTED] states his vehicle has been out of service for over 32 days (please refer to copy of invoice(s) #15791, #16481, #16991, #31847, & # 34697). Furthermore, Mr. [REDACTED] states his vehicle is unsafe to drive and he has lost all confidence in the vehicle.

California's Tanner Consumer Protection Act 1793.22(b) states in part:

[...(1) The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity.

(2) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents...

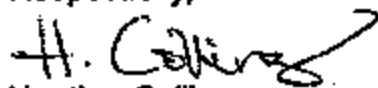
...(3) The vehicle is out of service by reason of repair of nonconformities by the manufacturer or its agents for a cumulative total of more than 30 calendar days since delivery of the vehicle to the buyer...]

A copy of the California Civil Code 1793.22 has been enclosed for your review and consideration.

Please inform our office, in writing, by August 30, 2005, as to what you are willing to do in order to resolve Mr. [REDACTED] vehicle problems.

We appreciate your cooperation in this matter.

Respectfully,



Heather Collins
Mediation Services Representative

Enclosure

cc: file: C-0460-2005

[REDACTED]
National Highway Traffic Safety Administration

California Tanner Consumer Protection Act Commonly Referred to as the "Lemon Law"

The Information Below May be Accessed on the Internet at the Following Address:

<http://www.leginfo.ca.gov>

Follow the Simple Steps Below:

- ❖ Select box for "California Law"
- ❖ Check the box for "Civil Code"
- ❖ Under "Keywords" enter "1793.22" and select "Search"
- ❖ Then Select the code sections that cover the range including the section above

Consumer Warranty Protection

§ 1793.22 (a) This section shall be known and may be cited as the Tanner Consumer Protection Act.

(b) It shall be presumed that a reasonable number of attempts have been made to conform a new motor vehicle to the applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the odometer of the vehicle, whichever occurs first, one or more of the following occurs:

(1) The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity.

(2) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the nonconformity.

(3) The vehicle is out of service by reason of repair of nonconformities by the manufacturer or its agents for a cumulative total of more than 30 calendar days since delivery of the vehicle to the buyer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer or its agents. The buyer shall be required to directly notify the manufacturer pursuant to paragraphs (1) and (2) only if the manufacturer has clearly and conspicuously disclosed to the buyer, with the warranty or the owner's manual, the provisions of this section and that of subdivision (d) of Section 1793.2, including the requirement that the buyer must notify the manufacturer directly pursuant to paragraphs (1) and (2). The notification, if required, shall be sent to the address, if any, specified clearly and conspicuously by the manufacturer in the warranty or owner's manual. This presumption shall be a rebuttable presumption affecting the burden of proof, and it may be asserted by the buyer in any civil action, including an action in small claims court, or other formal or informal proceeding.

Song-Beverly Consumer Warranty Act

The Information Below May be Accessed on the Internet at the Following Address:

<http://www.leginfo.ca.gov>

Then Follow the Simple Steps Below:

- ❖ Select box for "California Law"
- ❖ Check the box for "Civil Code"
- ❖ Under "Keywords" enter "1793.2" and select "Search"
- ❖ Then Select the code sections that cover the range including the section above

Consumer Warranty Protection

§ 1790. This chapter may be cited as the "Song-Beverly Consumer Warranty Act."

Below is the Information Which Applies to New Motor Vehicles:

§ 1793.2. (d) (1) Except as provided in paragraph (2), if the manufacturer or its representative in this state does not service or repair the goods to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either replace the goods or reimburse the buyer in an amount equal to the purchase price paid by the buyer, less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity. (2) If the manufacturer or its representative in this state is unable to service or repair a new motor vehicle, as that term is defined in paragraph (2) of subdivision (e) of Section 1793.22, to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle in accordance with subparagraph (A) or promptly make restitution to the buyer in accordance with subparagraph (B). However, the buyer shall be free to elect restitution in lieu of replacement, and in no event shall the buyer be required by the manufacturer to accept a replacement vehicle. (A) In the case of replacement, the manufacturer shall replace the buyer's vehicle with a new motor vehicle substantially identical to the vehicle replaced. The replacement vehicle shall be accompanied by all express and implied warranties that normally accompany new motor vehicles of that specific kind. The manufacturer also shall pay for, or to, the buyer the amount of any sales or use tax, license fees, registration fees, and other official fees which the buyer is obligated to pay in connection with the replacement, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer. (B) In the case of restitution, the manufacturer shall make restitution in an amount equal to the actual price paid or payable by the buyer, including any charges for transportation and manufacturer-installed options, but excluding non-manufacturer items installed by a dealer or the buyer, and including any collateral charges such as sales tax, license fees, registration fees, and other official fees, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer. (C) When the manufacturer replaces the new motor vehicle pursuant to subparagraph (A), the buyer shall only be liable to pay the manufacturer an amount directly attributable to use by the buyer of the replaced vehicle prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity. When restitution is made pursuant to subparagraph (B), the amount to be paid by the manufacturer to the buyer may be reduced by the manufacturer by that amount directly attributable to use by the buyer prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity. The amount directly attributable to use by the buyer shall be determined by multiplying the actual price of the new motor vehicle paid or payable by the buyer, including any charges for transportation and manufacturer-installed options, by a fraction having as its denominator 120,000 and having as its numerator the number of miles traveled by the new motor vehicle prior to the time the buyer first delivered the vehicle to the manufacturer or distributor, or its authorized service and repair facility for correction of the problem that gave rise to the nonconformity. Nothing in this paragraph shall in any way limit the rights or remedies available to the buyer under any other law.

For Additional Information Regarding the California Lemon Law, commonly known as the Tanner Consumer Protection Act, please refer to Civil Code § 1793.22.

Filepath: Group/mediation/misc/Song Beverly Information Sheet

HEATHER COLLINS

From: [REDACTED]
Sent: Thursday, August 18, 2005 2:20 PM
To: HEATHER COLLINS; erich@endstep.com
Subject: Porsche Cayenne S

Heather Collins
New Motor Vehicle Board

Dear Heather,

Please note that my Porsche Cayenne S has been in Porsche service repair more than thirty-two days and that under the California Tanner Consumer Protection Act, I am requesting that Porsche repurchase my vehicle and reimburse me for all registration, tax, and insurance.

The Transmission problem and the Stalling problem make the vehicle unsafe to drive. These and all the other problems that Porsche cannot repair such as four entry system repairs, multiple computer software problems, suspension problems have resulting in my complete lack of confidence in the safety and driveability of this vehicle.

Regards,
[REDACTED]

8/18/2005

HEATHER COLLINS

From: [REDACTED]
Sent: Thursday, August 04, 2005 2:52 PM
To: HEATHER COLLINS
Subject: Porsche Cayanne S

Heather Collins
New Motor Vehicle Board

Hello Heather,

Due to a conflict of information between the State of California and the National Center for Dispute Settlement my Arbitration hearing was postponed/canceled by the NCDS. I would like to attempt a settlement with Porsche NA with your help at this time.

Please advise,

[REDACTED]

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).