

[REDACTED] ~ State College, PA [REDACTED]

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EXECUTIVE SECRETARIAT

October 2, 2005

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National Highway Traffic Safety Administration
400 7th Street S.W.
Washington, DC 20590

NATIONAL HIGHWAY
TRAFFIC SAFETY ADMIN.

10140983

To Whom It May Concern,

My husband and I purchased a used 1997 Jeep Grand Cherokee from Clark Motor Company (1080 East College Ave, State College, PA 16801) in June of 2005. Prior to the purchase we asked that some work be completed and that our purchase would be conditional upon this work being completed. The dealership agreed and at the time of purchase filled out a "We Owe" slip. Among the list of things were:

- 1) front and rear rotors
- 2) front and rear pads
- 3) emergency brake shoes
- 4) wiper blades
- 5) muffler and tailpipe
- 6) oil dipstick
- 7) right axle boot
- 8) emergency brake pivot
- 9) detailing
- 10) adjust back glass latch

After taking possession of the vehicle we noticed a chirping noise coming from the front wheels that disappeared when the brakes were applied. We took the vehicle back to Clark Motor Co on five separate occasions (7/12/05, 7/22/05, 8/26/05, 8/31/05, and 9/13/05) for them to fix this problem. During none of those visits were they able to diagnose the problem we reported, but ended up replacing random things along the way. I have never dealt with such incompetent individuals. Five visits to a service shop in a period of two months is completely absurd. I spoke with the service manager, Rick, who claimed they couldn't hear the noise we were hearing (despite the fact that my husband and I, on two separate occasions, took a mechanic on a ride-along where the noise was both witnessed and documented on the work order) and they didn't see any problems.

At wits end I called Daimler Chrysler to see if they could act as a mediator since I was not able to get resolution for something that was technically covered under warranty. I spoke with Dan on 9/12/05 who pulled up our VIN and found that there were two outstanding safety recalls—one being the front brake rotors (recall #879). He explained that he was not a mechanic and not able to diagnose the problem but that it sounded consistent with the symptoms of this recall. Dan explained that when a dealer takes possession of a vehicle they are required to pull recall codes and fix any recall work before selling the vehicle. Clearly, this did not happen. Both outstanding recalls were issued 3 and 5 years before we purchased the vehicle.

I called the Clark Motor Co. on 9/12/05 to inquire as to why the recall work had not been done. The answer I received from Rick was that it was NOT their responsibility to look up that

Handwritten:
10/18/05

information. I would like to add that I called for Rob, the company's owner, 3 times to discuss this issue and was told each time that he was not available (he ran out for a minute, he was at the store, etc, etc.). He claims he returned my call each time, but he did not. Since I do not have the time in my schedule to drive to Phillipsburg, PA (the next closest authorized Jeep dealership, 25 miles away) I reluctantly took our Cherokee back to Clark Motor Co. to have the recall work done. I was willing at this point, to pay for someone else to fix the chirping problem. When I picked up the vehicle, I asked Rick whether the recall work resolved the chirping noise and his word were: "we don't test drive after we do recall work. We just slap it on and park it in the parking lot because you don't pay for it." I also asked for print outs of all the work that had been done on the vehicle and he refused. He gave in, but not until I demanded it. His reasoning behind not giving me the work orders was that because I was not paying for the work, I was not entitled to the work orders. Upon receiving the work orders I noticed a handwritten portion on the order with the recall work (a copy is attached). Rick asked me to sign it but I refused as I did not agree with the statement. You can see from the previous work orders that the brake pads have been replaced twice (once before we purchased it and once after bringing it back in). Thus, I believe Clark Motor Co. was trying to force me to waive my consumer rights and to exempt them from guaranteeing the work they performed.

Before leaving I asked to speak with Rob. I was told he was not in, however, when I walked over to his office he just so happened to be sitting at his desk. I asked him whether he could explain why the recall work had not been done and he also stated that it was not the dealer's responsibility to pull safety recall information. He further explained that if they had to do that with every used vehicle it would take them "a long time to get anything done." I questioned Rob as to why we received the service we did and what steps he would take to rectify this situation. He replied by saying they've been doing the work for free and, therefore, we have received more than enough. I argued that the work was under warranty and, thus, had to be performed at no charge. At first he disagreed but then conceded when I explained that the work was done as a condition of our purchase and I expected that it be done correct the first time.

Miraculously, after the recall work was completed the chirping sound disappeared.

I would not recommend anyone to Clark Motor Co. because of their lack of professionalism, lack of competency, and disregard customer safety. Daimler Chrysler, frankly, should be embarrassed to be associated with Clark Motor Co. This Cherokee is the third Jeep we have owned. We were contemplating the purchase of a sedan in the near future (either the Chrysler 300 or the Dodge Charger); however, due to the lack of service received from Clark Motor Co., we would have to seriously think about this decision because the next closest dealership is 25 miles away.

[REDACTED]

cc: Better Business Bureau
Daimler Chrysler
National Highway Traffic Safety Administration

142008

WE OWENAME [REDACTED] STK. NO. J2537B NEW ☐ USED ☒ADDRESS [REDACTED] YEAR 1997 MAKE JeepCITY [REDACTED] STATE [REDACTED] ZIP [REDACTED] MODEL 6x CherokeePIERS [REDACTED] VIN NO. [REDACTED]SALESPERSON JR DEL. DATE 6-27-05

QTY	NAME OF ITEM	PART	LABOR
	① oil dipstick		
①	Front & rear rotors	③ Right axle boot	
②	Front & rear pads	④ E brake pivot	
③	E brake shoes	⑤ Detail	
④	wiper blades	⑥ Adjust Rear glass latch	
⑤	Muffler & tail pipe		

I hereby agree to pay for the work and the parts shown on this invoice for my (or) thirty days from date of invoice, and pay for any parts in advance appointment with the service department before the above work is performed.

(FOR APPOINTMENT CALL SERV

CUSTOMER

DATE

DATE

APPROVED

6-27-05
[Signature]
 MGR.

CUSTOMER

Here are your results

Acrobat Reader 4.0 or later is required to view documents. [Click here for free download.](#)VIN Number:
1J4G27Vehicle Description:
JEEP GRAND CHEROKEE SPORT UTILITY 4-DRModel Year:
1997Recall and Customer Satisfaction Notification Information:
[Click on description to view document](#)

Description	Type	Issue Date	Status
FLOOR SHIFTER SECONDARY DETENT SYSTEM	SAFETY	09/19/2002	INCOMPLETE
FRONT BRAKE ROTORS	SAFETY	06/01/2000	INCOMPLETE

DISCLAIMER

Notification letters issued prior to 1999 are not available on-line. Please contact us by email to request a copy.

NOTE:

Results returned represent unperformed or incomplete Recalls and Customer Satisfaction Notifications initiated by DaimlerChrysler Motors Company LLC at the time of your inquiry.

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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).**