

10142156

[Redacted]  
Jupiter, FL [Redacted]

October 20, 2005

2005 NOV - 2 04:11:30

Thomas A. Dattilo, Chairman, President and CEO  
The Cooper Tire & Rubber Company  
701 Lima Avenue  
Findlay, OH 45840

Re: Cooper Lifeliner Touring SLE (Radial Design 0042)  
Tread Separation

Dear Mr. Dattilo:

Please find enclosed photocopies of 3 invoices relative to the purchase of 5 Cooper replacement tires for my Buick Ultra.

An original 4 tire purchase was made in September, 2002, at which time the retail dealer substituted Cooper Trendsetter SE tires, 215-60R16, for the Lifeliner Touring SLE's requested. An explanation was given at the time that the Trendsetter tire was of equal or superior quality to the Lifeliner. Following investigation and a subsequent complaint to the Cooper Tire Company regarding the questionable substitution resulted in the replacement of the Trendsetters with Lifeliners by that dealer (A corrected invoice was not issued to me accounting for the discrepancy of the enclosed invoice from the West Palm Beach store).

In June, 2005, I experienced tread separation of one of the tires and had it replaced with an identical Cooper tire.

During a very recent trip from Jupiter, FL to Daytona on 70MPH I95, I experienced another life threatening tread separation forcing me to replace a 2<sup>nd</sup> Lifeliner tire. Due to the untimely emergency, it was replaced with an available Goodyear tire in Daytona.

Upon my return trip to Jupiter a 3<sup>rd</sup> Cooper tire failed due to tread separation.

Confronting a nearby Cooper dealer regarding the problems encountered, the faulty tire was removed from the car for examination and the tread separation was confirmed.

Although the dealer claimed he was out of stock of the proper size and model of tire required, after he removed and examined the faulty tire, he stated he would have the proper tire available the following morning and would discount the new tire and not charge for installation, valves, and balancing, etc. (for a total cost of \$60) due to the unfortunate failures encountered. The following day, after 3 separate trips to the

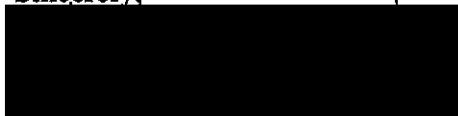
NAD  
aa  
11/2/05

dealership, a tire finally arrived and was installed on the car. The dealer charged a substantially increased price from the \$60 quoted the previous day, stating that the replacement tire was of better quality than the originally purchased tire and that the price quoted the day before was made in error.

Being a fan of college football, I now find that there is a severe difference between Cooper's television commercial claims and my personal experiences with Cooper tires. All of the "treadwear, 70,000 mile, guaranteed tires" involved have had a maximum of 22,000 miles or less of carefully driven miles. I can hardly be blamed for expecting a 4<sup>th</sup>, and possibly a 5<sup>th</sup> tread separation failure. In addition, we find our Cooper dealership experiences remarkable.

Your attention to the matter will be greatly appreciated.

Sincerely,

A large black rectangular redaction box covering the signature area.

Encl: Invoices Pan American Tire #02 & #04  
WPB & Lake Park, FL

cc: Pan American Tire #4 (without invoices)  
bc: NHTSA

# PAN AM TIRE SHOP WORK ORDER/THIS IS NOT AN INVOICE

THIS IS NOT YOUR RECEIPT - DO NOT PAY

STORE

EMPLOYEE

DATE

TIME

CONTROL NUMBER

PLEASE PRINT

PHONE \_\_\_\_\_ MILEAGE \_\_\_\_\_ LICENSE \_\_\_\_\_  
 NAME \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ YEAR \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PAYMENT:  CASH  CHECK  CHARGE

LUGS TORQUED BY INT. \_\_\_\_\_

PLACE OIL UNDER HOOD INT. \_\_\_\_\_

2 EMPLOYEE CHECK OIL LEAK & PRESSURE INT. \_\_\_\_\_ INT. \_\_\_\_\_

SKU#	QTY	DESCRIPTION	PRICE EACH	SKU#	QTY	DESCRIPTION	PRICE EACH
		TIRE STOCK		15		TIE ROD-IDERARM STOCK	
		TIRE STOCK		15205		ALIGN FRONT END	29.95
21		B.O. TIRE		15207		ALIGN THRUST 2 WHEELS	39.95
21		B.O. TIRE		15208		ALIGN THRUST 4 WHEELS	49.95
22		TIRE ADJUSTMENT DISCDUNT *		15210		50,000 LTL POLICY	10.00
80001		VALVES   90500   BAL COMP		16		B.O. MISC SERV	
90525		BAL GUAR   90535   BAL STATIC		17		B.O. BRAKES	
12905		TIRE PLUG   12907   TIRE PATCH		17		PADS / SHOES STOCK	
12910		TIRE MOUNT AND DISMOUNT	4.95	17272		BRAKE FLUID PINT	4.95
12915		TIRE ROTATE	9.95	17270		BRAKE CLEANER	6.95
13001		ROAD HAZARD	6.96	17988		DRUM RESURFACE	15.00
14202		MOTOR OIL		17989		ROTOR RESURFACE	20.00
14		B.O. ACCESSORY		18		B.O. SHOCK   STRUT	
14		AIR FILTER		18		SHOCKS   STRUT STOCK	
14		OIL FILTER		18		B.O. A/C	
14200		LUBE   14204   ATF		19507		A/C CHARGE	14.95
14212		ANTI FREEZE / COOLANT		19510		R12 / DURACOL	19.95
14206		DIFF GREASE		19515		R134 FREON	19.95
14214		WINDSHIELD SOLVENT		50		B.O. BATTERY	
14		BELT STOCK		50		BATTERY STOCK	
14		WIPER BLADE		52		BATTERY ADJUSTMENT DISC. *	
14208		POWER STEERING FLUID	4.95	60000		USED TIRES	
15		B.O. FRONT END					

## Customer Vehicle Maintenance Report & Inspection \* MUST CALL OFFICE

CK AIR PRESS \_\_\_\_\_ CK ALIGN \_\_\_\_\_ CK TIRE COND \_\_\_\_\_ CK AIR COND \_\_\_\_\_  
 CK FLUID LEVELS \_\_\_\_\_ CK SHOCKS/STRUTS \_\_\_\_\_ CK FILTER/BELTS/HOSES \_\_\_\_\_ CK SUSPENSION \_\_\_\_\_  
 EST. PRICE \_\_\_\_\_ CK BRAKES \_\_\_\_\_ CK EXHUST/MISC. \_\_\_\_\_ CK C.V. JOINT/MISC. \_\_\_\_\_

WARRANTY 6 MONTHS  
OR 12,000 MILES

BASIS FOR CHARGE  FLAT RATE  HOURLY RATE  BOTH (Per Above)

LF	MOUNTING INSTRUCTION	RF
LR	SPARE	RR

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.00

- I REQUEST A WRITTEN ESTIMATE.  
 I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$\_\_\_\_\_. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.  
 I DO NOT REQUEST A WRITTEN ESTIMATE.

Signature \_\_\_\_\_ Date \_\_\_\_\_

ESTIMATED COST OF REPAIRS \$ \_\_\_\_\_  
 CHARGE FOR ESTIMATE \$ \_\_\_\_\_  
 REASSEMBLY IF REPAIRS ARE CANCELLED \$ \_\_\_\_\_

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate vehicle for purposes of testing, inspection, or delivery at my risk. It is understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ SAVE OLD PARTS YES NO

State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [s. 403.718], and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state [s. 403.7185] (a) Tire disposal fee - \$1.50 ea. Waste oil fee 40 cents per qt. Shop supplies 3%. This charge represents cost and profits to the motor repair facility for miscellaneous shop supplies or waste disposal. [s. 559.904(4)] Tire speed ratings and/or size changes are not recommended. Tire rotation every 5,000 miles at no charge. Original computer invoice and work order must accompany all warranty work. Not responsible for lost hubcaps, emblems, wheel locks. Also, not responsible for chrome or mag wheel damage caused by tire rotation.

# PAN AM TIRE SHOP WORK ORDER/THIS IS NOT AN INVOICE

THIS IS NOT YOUR RECEIPT - DO NOT PAY

STORE  EMPLOYEE  DATE  TIME  CONTROL NUMBER

PLEASE PRINT

PHONE  MILEAGE  LICENSE   
 NAME  MAKE  MODEL   
 ADDRESS  CITY  YEAR   
 STATE  ZIP

PAYMENT:  CASH  CHECK  CHARGE

LUGS TORQUED BY  INT.   
 PLACE OIL UNDER HOOD  INT.   
 2 EMPLOYEE CHECK OIL LEAK & PRESSURE  INT.

SKU#	QTY	DESCRIPTION	PRICE EACH	SKU#	QTY.	DESCRIPTION	PRICE EACH
		TIRE STOCK		15		TIE ROD-IDERARM STOCK	
		TIRE STOCK		15205		ALIGN FRONT END	29.95
21		B.O. TIRE		15207		ALIGN THRUST 2 WHEELS	39.95
21		B.O. TIRE		15208		ALIGN THRUST 4 WHEELS	49.95
22		TIRE ADJUSTMENT DISCOUNT *		15210		50,000 LTL POLICY	10.00
80001		VALVES   90500   BAL COMP		16		B.O. MISC SERV	
90525		BAL GUAR   90535   BAL STATIC		17		B.O. BRAKES	
12905		TIRE PLUG   12907   TIRE PATCH		17		PADS / SHOES STOCK	
12910		TIRE MOUNT AND DISMOUNT	4.95	17272		BRAKE FLUID PINT	4.95
12915		TIRE ROTATE	9.95	17270		BRAKE CLEANER	6.95
13001		ROAD HAZARD	6.96	17988		DRUM RESURFACE	15.00
14202		MOTOR OIL		17989		ROTOR RESURFACE	20.00
14		B.O. ACCESSORY		18		B.O. SHOCK   STRUT	
14		AIR FILTER		18		SHOCKS   STRUT STOCK	
14		OIL FILTER		19		B.O. A/C	
14200		LUBE   14204   ATF		19500		A/C CHARGE	14.95
14212		ANTI FREEZE / COOLANT		19510		R12   DURACOL	19.95
14206		DIFF GREASE		19515		R134 FREON	19.95
14214		WINDSHIELD SOLVENT		50		B.O. BATTERY	
14		BELT STOCK		50		BATTERY STOCK	
14		WIPER BLADE		52		BATTERY ADJUSTMENT DISC. *	
14208		POWER STEERING FLUID	4.95	60000		USED TIRES	
15		B.O. FRONT END					

## Customer Vehicle Maintenance Report & Inspection \* MUST CALL OFFICE

CK AIR PRESS \_\_\_\_\_ CK ALIGN \_\_\_\_\_ CK TIRE COND \_\_\_\_\_ CK AIR COND \_\_\_\_\_  
 CK FLUID LEVELS \_\_\_\_\_ CK SHOCKS/STRUTS \_\_\_\_\_ CK FILTER/BELTS/HOSES \_\_\_\_\_ CK SUSPENSION \_\_\_\_\_  
 EST. PRICE \_\_\_\_\_ CK BRAKES \_\_\_\_\_ CK EXHUST/MISC. \_\_\_\_\_ CK C.V. JOINT/MISC. \_\_\_\_\_

WARRANTY 6 MONTHS OR 12,000 MILES BASIS FOR CHARGE \$ \_\_\_\_\_  
 FLAT RATE  HOURLY RATE  BOTH (Per Above)

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.00

I REQUEST A WRITTEN ESTIMATE.  
 I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$ \_\_\_\_\_. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.  
 I DO NOT REQUEST A WRITTEN ESTIMATE.

Signature \_\_\_\_\_ Date \_\_\_\_\_

LF MOUNTING INSTRUCTION RF  
 LR SPARE RR

ESTIMATED COST OF REPAIRS \$ \_\_\_\_\_  
 CHARGE FOR ESTIMATE \$ \_\_\_\_\_  
 REASSEMBLY IF REPAIRS ARE CANCELLED \$ \_\_\_\_\_

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate vehicle for purposes of testing, inspection, or delivery at my risk. It is understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ SAVE OLD PARTS  YES  NO

State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state [s. 403.718], and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state [s. 403.7185] (a) Tire disposal fee - \$1.50 ea. Waste oil fee 40 cents per qt. Shop supplies 3%. This charge represents cost and profits to the motor repair facility for miscellaneous shop supplies or waste disposal. [s. 559.904(4)] Tire speed ratings and/or size changes are not recommended. Tire rotation every 5,000 miles at no charge. Original computer invoice and work order must accompany all warranty work. Not responsible for lost hubcaps, emblems, wheel locks. Also, not responsible for chrome or mag wheel damage or used tires left at our location.

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).