



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 10D148

Date Reported: 08-NOV-2006
Repository:

08-NOV-2006

Reference No.
10142265

OWNER INFORMATION (Type or Print)

Name: [Redacted]
Address: [Redacted]
City: WHITESBURG State: GA Zip Code: [Redacted]

Daytime Telephone Number: [Redacted]
Evening Telephone Number:
E-mail Address:

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: [Redacted] Date: 11/15/05 Bad Brakes

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side: 1G1ME8 [Redacted]
Make: CHEVROLET Model: MALIBU Model Year: 1999
Date Purchased: 05-OCT-03 Dealer's Name and Telephone Number: JOHN THORTON CHEVROLET 770-841-8560 Engine: No. Cylinders: 4 Fuel Type: Gas
Original Owner: Dealer's City: LITHIA SPRINGS State: GA Zip Code: 30122
Transmission Type: AUTOMATIC Antilock Brakes Cruise Control Powertrain: FRONT WHEEL DRIVE
Vehicle Component Code: 034530 SERVICE BRAKES, HYDRAULIC; FOUNDATION COMPONENTS
Multiple Failure: 2

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s): 08-JAN-2004 Failure Mileage: Failure Speed:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make: Tire Model (Name or Number): Tire Size (Example P216/65R15)
DOT No. (Example: DOTM19ABC035) Original Equipment Prior Repair Failure Location:
Tire Component Code: Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: Chev 1999 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).

DOT: THE CONTACT STATED THAT FOUR MONTHS AFTER PURCHASING THE VEHICLE WITH 7,000 MILES ON IT THE BRAKES FAILED. WHEN STOPPING IT FELT AS THOUGH THE BRAKES WERE HITTING ON ONE SIDE. THE VEHICLE WAS TAKEN TO THE DEALERSHIP, AND THEY REPLACED THE ROTORS. APPROXIMATELY NINE MONTHS LATER THE PROBLEM RECURRED. THE VEHICLE WAS TAKEN TO THE DEALERSHIP, AND THE ROTORS WERE REPLACED A SECOND TIME. *AK

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974 (Public Law 93-502) 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 response 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 response, or a statistical summary thereof, may be used in support of the agency's action.

VEHICLE OWNER'S QUESTIONNAIRE



DOT AUTO SAFETY HOTLINE

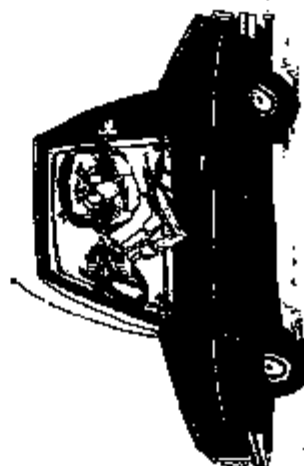
TO REPORT VEHICLE SAFETY DEFECTS
COMPLETE THIS FORM
OR

DASH2DOT

and dial toll free at

1-888-DASH-2-DOT
1-888-327-4236

DOT Auto Safety Hotline
(DASH) 2 DOT



U.S. Department of Transportation
National Highway Traffic Safety
Administration
www.nhtsa.dot.gov/hotline

Postage and Fees Paid

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-216
400 7th Street, SW
Washington, DC 20590

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

BUSINESS REPLY MAIL
FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

W. J. JONES Phillips
PO Box 238
Whitesburg, GA 30185-0238

Official Business
Penalty for Private Use \$300

U.S. Department
of Transportation
National Highway
Traffic Safety
Administration
400 Seventh St., S.W.
Washington, D.C. 20590



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



ATTACH ADDITIONAL SHEETS IF NECESSARY

Purchase ~~of~~

- ① OCT 5, 2003 7000 Miles ONLY
- ② Aug 5004 Brakes went out - paid for by COMPANY
- ③ SEPT 20, 2005 Brakes out again paid by [REDACTED]

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

**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).**

RETAIL BUYERS ORDER AGREEMENT

It is further understood and agreed:

The order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

AGREEMENT

- (1) This agreement is not binding unless signed by an officer or manager of seller and approved by its credit manager.
- (2) Verbal promises by the salesman are not valid. Any promises or understandings not herein specified in writing are hereby expressly waived, and the same shall in no manner constitute a part of this agreement.

WARRANTIES AND EXCLUSIONS OR MODIFICATIONS

- (3) There are no warranties, expressed or implied, made by the Seller herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except that in case of a new vehicle or chassis the printed Manufacturer's new vehicle warranty delivered to Buyer with such vehicle or chassis shall apply and the same is hereby made a part hereof as though fully set forth herein. The new vehicle warranty made by the Manufacturer is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of MERCHANTABILITY or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing Manufacturer's warranty thereon, if any shall be determined solely by the terms of such warranty. Any used motor vehicle sold to Buyer by Seller under this Order is sold at the time of delivery by Seller "AS IS" or "WITH ALL FAULTS" and without any guarantee or warranty, expressed or implied, including any implied warranty of MERCHANTABILITY or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Order or in a separate writing furnished to Buyer by Seller. In no event shall an oral promise or affirmation of fact be construed as a warranty of any kind.
- (4) The Seller does not warrant the correctness of the speedometer reading, mileage, or year of manufacture, or model of vehicle. The Buyer hereby agrees that he has verified the description of the vehicle to his own satisfaction, and that it is the vehicle he desires to purchase, regardless of whether the description in this order is correct or not. In other words, there is no warranty as to the correctness of the description used herein.
- (5) The Buyer warrants that there does not now exist and there will not exist any other extension of credit to him in connection with this purchase, other than that which is shown on the face of the order, and further warrants that all statements made by him and set forth in this order are true and correct representations of existing facts.
- (6) Buyer agrees to deliver to Seller satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle order hereunder at the time of delivery of such used motor vehicle to Seller. Buyer warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

DELIVERY

- (7) Buyer agrees to accept delivery at Seller's premises of the vehicle as ordered herein within 48 hours after notification that same is ready for delivery.

ATTORNEY'S FEES AND COSTS

- (8) The Buyer hereby agrees to pay all reasonable attorney fees and court costs in the event any legal action is necessary to enforce this agreement or any of the terms hereof.

PAYMENT IN CASH

- (9) It is expressly agreed that legal title to the vehicle shall not pass to the Buyer until payment in full shall have been made therefor in cash, or certified funds, and the Seller shall have the right to cause legal ownership registration to be made in its name until paid in full.

DELAYS

- (10) Seller shall not be liable for any failure to deliver or delay unless such failure to deliver or delay is due to the fault or negligence of Seller. Strike, war, riot, factory shutdown, inability to obtain the vehicle ordered, or other causes beyond Seller's control shall not be deemed to be its fault or negligence.

INSURANCE

- (11) No insurance coverage of any kind may be applied for or purchased under this order and agreement, but only by separate document.

ADDITIONAL DOCUMENTS

- (12) The Buyer before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

TAXES

- (13) The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Buyer assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

PRICE CHANGES

- (14) The Buyer further agrees that the price quoted in this order is for immediate delivery, but if the price of the vehicle or accessories or the tax imposed by authorities should be changed by the manufacturer or the government before the vehicle has been delivered to the Seller, then this order shall be construed as if the changed price was originally inserted herein.

ASSIGNMENT

- (15) Buyer understands that he has no right to assign or transfer this order and agreement or any credit hereunder without first obtaining Seller's written permission to do so.

TRADE-IN

- (16) Buyer agrees to deliver to Seller upon demand title papers and ownership certificate duly endorsed to Seller or its assigns and Buyer warrants and represents the payoff on any vehicle traded in to be true and correct as stated herein. However, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated herein, then and in that event if Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election, declare this agreement null and void.
- (17) If the used vehicle traded in by Buyer is not to be delivered to Seller until Buyer receives delivery of the vehicle purchased by him hereunder, the trade-in shall be reappraised at the time of delivery and such reappraisal shall determine the allowance made for such trade-in. Buyer understands and agrees that the trade-in allowance shown hereon is based upon the cash difference between the two vehicles and that the values shown do not necessarily reflect true and accurate market prices, but represent only the method used to arrive at the cash difference between two vehicles.

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