



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 100148

Date Received

Repository

2006 OCT 16 5 AUG 2006: 15

Reference No.
10165652

OWNER INFORMATION (Type or Print)

Name [REDACTED]

Address [REDACTED]

City CRANSTON

State RI

Zip Code [REDACTED]

Daytime Telephone Number [REDACTED]

E-mail Address [REDACTED]

Evening Telephone Number [REDACTED]

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? YES NO
In the absence of an owner's signature, please print the name and address to the vehicle manufacturer.
Signature of Owner [REDACTED] Date 01/30/06

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
1J4GW48S1C [REDACTED]

Make
JEEP

Model
GRAND CHEROKEE

Model Year
2001

Date Purchased
01-AUG-01

Dealer's Name and Telephone Number
TARBUSH PONTIAC JEEP TARBUSH PONTIAC JEEP

Engine:
No: Cylinders 6

Fuel Type:
Gas

Original Owner

Dealer's City
NORTH KINGSTOWN

State
RI

Zip Code
02852

Transmission Type
AUTOMATIC

Antilock Brakes
 Cruise Control

Powertrain
4 WHEEL DRIVE

Vehicle Component Code

034530 SERVICE BRAKES, HYDRAULIC:FOUNDATION COMPONENTS

Multiple Failure: 1

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)
16-AUG-2006

Failure Mileage
27713

Failure Speed

PART # ~~XXXXXXXXXX~~ Front Rotors
520 986 72

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM9ABC036)

Original Equipment
 Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

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).

DT*: THE CONTACT STATED WHILE BRAKING THE STEERING COLUMN VIBRATED. THE HARDER THE BRAKE PEDAL WAS APPLIED THE MORE THE STEERING COLUMN VIBRATED. THE VEHICLE WAS TAKEN TO THE DEALERSHIP IN 2003 AND THE ROTORS WERE REPLACED. THE VIBRATION RETURNED AND THE DEALERSHIP STATED THE ROTORS NEED TO BE REPLACED A SECOND TIME. THE VEHICLE WAS LOCATED IN A SALT BELT STATE.

* SEE ADDITIONAL SHEETS

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 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 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.



U.S. Department
of Transportation

**National Highway
Traffic Safety
Administration**

400 Seventh Street, S.W.
Washington, D.C. 20590

Dear Consumer:

NVS-216 aaj

As a result of your recent report to the Vehicle Safety Hotline (VSH) , we have recorded that report on the enclosed Vehicle Owner's Questionnaire (VOQ) form. Please review the form and make changes, additions and corrections as necessary. Additionally, please provide a more detailed description of the failure(s) you reported that you believe is(are) relevant to safety. Also, if available, include **copies** of repair invoices, letters to the manufacturer, or any other document related to the problem(s) you reported. If a crash or fire occurred, include a **copy** of the police or fire department report.

It is helpful to be as thorough as possible in your report so that our ability to use your report will be maximized. If you do not have the information, it is not necessary to complete all the boxes. However, it is very difficult to identify the scope of a vehicle problem unless the vehicle identification number (VIN) is known. The VIN is located inside the vehicle on the dashboard adjacent to the left (driver's side) of the windshield pillar and on the driver's door or the drivers door jam. It may also be listed on the dealer's repair invoices. When reporting a tire problem, the brand name, tire name and complete tire size should be included. If possible also provide the DOT tire identification number. It is usually located near the rim flange of the tire on either side of the tire.

The Privacy Act prohibits our agency from identifying you to the manufacturer without your permission. If you wish to give us that permission, please mark the appropriate authorization box and sign the form to allow us to provide your name to the manufacturer. The information you provide may assist the manufacturer and NHTSA in determining if a safety-related defect exists.

Any information provided is entirely voluntary. There is no consequence or penalty of any kind if you do not wish to provide it. We seek this information to develop both statistical and investigative evidence that will help identify potential safety related problems in vehicle or vehicle equipment, e.g., tires, child safety seats, jacks, etc.

When completed, please fold and staple or tape the form so that the pre-address portion of the form is on the out side. If a larger envelope is used, tape the VOQ form to the larger envelope so that the pre-address portion of the form is showing.

If further assistance is needed, please contact the VSH at their toll-free number, 1-888-327-4236.

Thank you for your cooperation.

Sincerely,

Alberto A. Jimenez, Chief
Correspondence Research Division
Office of Defects Investigation
Enforcement

Enclosure: VOQ



DOT AUTO SAFETY HOTLINE
888-DASH-2-DOT
888-327-4236

Reference # 10165652

From:

[REDACTED]
Cranston, R.I.
[REDACTED]

Vehicle: 2001 Jeep Grand Cherokee

Vin#--1J4GW48S1C [REDACTED]

Please review the following documents that I am providing your office regarding a serious safety problem with the above mentioned vehicle. The documentation shows a repeated refusal on the part of Daimler Chrysler to take responsibility for using defective front brake rotors (Part # 52098672) on its vehicles. The defective rotors wear unevenly to the point that they are out of round and cause a pulsation of the steering column when the brakes are applied. This pulsation is the direct result of the brake pads jumping over the high and low spots of the out of round rotors. This can be felt by the drivers of the vehicles and results in a diminished braking capacity of any and all vehicles that are currently using the defective rotors. The documentation will also show that Daimler Chrysler has been aware of this problem from the onset and has not changed or fixed the rotors in question. Daimler Chrysler replaced the defective rotors on my vehicle and acknowledged there was a problem. They even informed me that they had even considered a recall because of the defective rotors but had decided against it. To make matters worse, they used the same defective rotors to replace the ones on my vehicle and told me that I was all set. Now the rotors are once again out of round and need to be replaced but the vehicle is out of the warranty period and they will not do anything! The assistant service manager at the dealership where the vehicle was purchased told me that the only thing he could do was to replace the rotors with the same defective ones. There has been no effort to correct the defective rotors by Daimler Chrysler!!! They are however, replacing rotors on 2004 and up vehicles. There is also a Class Action Law suit against the company at the current time. The vehicles with the defective rotors are not safe! My safety and the safety of my family have been put at risk and still are at risk if I continue to drive this vehicle! This will be the third set of rotors on this vehicle and it doesn't even have 30,000 miles on it!

Document #1 -----Invoice #022718 dated 04/15/2003

The vehicle was brought to Cranston Collision Center for the R. I. mandatory safety inspection. Cranston Collision Center is a fully licensed inspection station. I asked the to check the steering wheel because the wheel was shaking when the brakes were applied and seemed to be slipping. The vehicle failed the inspection because the front rotors were found to be out of round . The rotors could not be resurfaced and replacement rotors (Part # 52098672) were obtained from a local dealership Lappolla Pontiac Jeep. I took the defective rotors to the original dealership Tarbox Jeep and showed them to the service manager. He informed me that Daimler Chrysler was aware of the problem and taking steps to correct it. He took the old rotors and told me that Daimler Chrysler would take care of the bill. Vehicle mileage was 14,294 miles.

Document # 2 -----Invoice #86038 dated 04/15/2003 from Tarbox Jeep

Tarbox Jeep informed me that part of the rotor problem was defective calipers. The calipers were said to be clamping down and freezing on the rotors causing the unusual wear. They were replaced at their cost and I was told that this would solve the problem. Keep in mind, the calipers were not found to be defective during the mandatory state inspection that was just performed on the vehicle!


Document # 3-----Check Invoice #21334 dated 06/05/2003

Daimler Chrysler Jeep paid for the rotor replacement and even the state inspection.

Document # 4-----Work Order #123000 dated 07/27/2003 from Tarbox Pontiac Jeep

Vehicle mileage was 27,713 miles. The steering column was pulsating when the brakes were applied and vehicle seemed to slip when braking. I brought the vehicle back to Tarbox Pontiac Jeep at their request for inspection. They found the rotors (Part # 52098672) to be out of round once again . Because the vehicle was over the time period for the warranty, they informed me that I would have to pay for the full price of replacement. I told them that they had used defective parts and had put myself and family at risk but that did not matter. The assistant service manager then told me that Daimler Chrysler had not fixed the problem at all and he could only use the same defective part once again. He also showed me work orders for vehicles from 2004 to the present date that they were in the process of replacing the front rotors!!! He told me to try to get involved with a class action suit against Daimler Chrysler that was on going! The Assistant Service Manager was Jim Boucher.

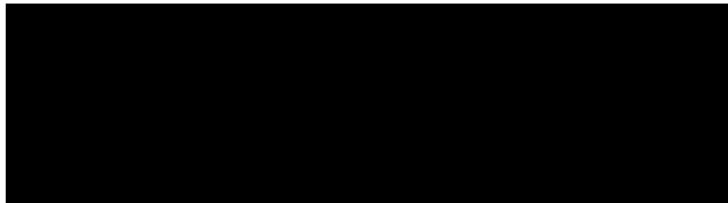
Document # 5----Copy of current class action law suit against Daimler Chrysler

Reference: Lubitz, et al. v. Daimler Chrysler Corp. 

From the Superior Court of New Jersey, Law Division: Bergen County

This is a class action suit to recover lost expenses for rotor replacement on Daimler Chrysler vehicles. I do not qualify because of warranty restrictions even though defective parts were used repeatedly on my vehicle! I contacted the Class Counsel and they said that they could not help. They did say that they already had a few hundred people in my position.

Thank You,



Superior Court of New Jersey, Law Division: Bergen County

AS A CURRENT OR FORMER OWNER OR LESSEE OF A 1999-2002 JEEP GRAND CHEROKEE YOU MAY QUALIFY FOR BENEFITS FROM A CLASS ACTION SETTLEMENT

Please Read This Notice Carefully
Your Legal Rights May Be Affected By The Settlement

The Superior Court of New Jersey, Law Division: Bergen County, has ordered the issuance of this Settlement Notice ("Notice") in a class action lawsuit titled *Robert Lubitz, et al. v. DaimlerChrysler Corp.* Case No. BER-L-4883-04. This is not a solicitation from a lawyer, and you are not being sued.

1. **What Is the Purpose of This Notice?** The purposes of this Notice are: (a) to tell you of the proposed nationwide settlement (the "Settlement") of a class action lawsuit that is pending against DaimlerChrysler Corporation ("DaimlerChrysler"); (b) to tell you how this lawsuit and the Settlement may affect your rights and what steps you may take to exercise any rights you may have; and (c) to outline the benefits that you may be eligible to receive under the Settlement. Please note, however, that your receipt of this Notice by itself does not mean that you are eligible to receive any benefits under the Settlement.

2. **What Is the Lawsuit About?** The Plaintiffs allege that DaimlerChrysler manufactured 1999-2004 Jeep Grand Cherokee automobiles with defective front brake components, including calipers and rotors, such that some of the vehicles manifest pulsation when the brake pedal is applied. Plaintiffs' lawsuit asserts claims against DaimlerChrysler for breach of express warranty, breach of implied warranty, negligence, fraud, and violation of consumer protection statutes. Plaintiffs also seek a declaratory judgment that the 36-month, 36,000-mile warranty applies to repairs made to correct the pulsation problem.

DaimlerChrysler vigorously denies all of Plaintiffs' allegations of wrongdoing and asserts numerous defenses to Plaintiffs' claims. DaimlerChrysler believes that Plaintiffs' lawsuit is entirely without merit. The proposed Settlement is not, and is not to be construed as, evidence of an admission or concession by DaimlerChrysler.

The Court has made no determination about the strengths or weaknesses of any of Plaintiffs' contentions or any of DaimlerChrysler's defenses. Instead, Plaintiffs and DaimlerChrysler have entered into a Settlement Agreement to end the litigation. The Court has preliminarily approved the Settlement provided for in the Settlement Agreement, but the Settlement will not actually take effect unless and until: (a) it is finally approved by the Court after the Fairness Hearing, described below in Paragraph 15, and a Final Order and Judgment has been entered by the Court and (i) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (ii) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court.

3. **Who Is Covered by the Class Settlement?** The "Settlement Class" means all persons in the United States who bought or leased a Jeep Grand Cherokee vehicle, model years 1999-2004, between May 1, 1998 and the present, excluding fleet and governmental purchasers and lessees.

The "1999-2002 Model Years Subclass" means all members of the Settlement Class who bought or leased a model-year 1999-2002 Jeep Grand Cherokee vehicle.

You received this Notice because records of DaimlerChrysler indicate that you are a current or former owner or lessee of a 1999-2002 Jeep Grand Cherokee, and accordingly, are a member of the 1999-2002 Model Years Subclass.

4. **Who Represents the Settlement Class?** Class Counsel are: Kantrowitz, Goldhamer & Graifman, Montvale, NJ, by Gary S. Graifman; The Mason Law Firm, Washington, DC, by Gary E. Mason and Charles A. Schneider; Stull, Stull & Brody, New York, NY, by Howard T. Longman; Stull, Stull & Brody, Los Angeles, CA, by Timothy J. Burke; Kynes, Markman & Felman, P.A., Tampa, FL, by James E. Felman and Katherine E. Yanes; Karr & Sherman Co., L.P.A., Columbus, OH, by Keith M. Karr and Rick L. Ashton; The Hodges Law Firm, Lenexa, KS, by Michael Hodges; Crabtree Law Office, Lenexa, KS, by James M. Crabtree. The Court has designated Gary S. Graifman and Gary E. Mason to be Co-lead Counsel.

5. **What Are the Benefits Available Under the Settlement?** DaimlerChrysler will provide monetary reimbursement to members of the 1999-2002 Model Years Subclass, who: (a) paid money to a dealer or third party repair shop; (b) for rotor/caliper repair; (c) for a 1999-2002 model-year Jeep Grand Cherokee vehicle that he/she owned or leased at the time of the payment; (d) while the vehicle was within 36 months from the original date of purchase or lease or the first 36,000 miles as reflected on the vehicle's odometer (the "Warranty Period"); (e) when the repair was performed for reasons relating to disc thickness variation

resulting in pulsation during application of the brakes, as shown by (1) a valid receipt for the costs of repair showing both that the repairs were performed within the Warranty Period and that the repairs were performed because of disc thickness variation resulting in pulsation during application of the brakes, or (2) a valid receipt for the costs of repair showing that the repairs were performed within the Warranty Period and a statement signed by the person or company that performed the repairs stating that the repairs were performed because of disc thickness variation resulting in pulsation during application of the brakes; (f) without reimbursement in full from DaimlerChrysler for the cost of repairs; and, (g) where the Settlement Class member contacted DaimlerChrysler about the brakes of the vehicle while it was within the Warranty Period, which must be confirmed by a proof of contact provided by the Settlement Class member or in DaimlerChrysler's customer records.

Monetary reimbursements to members of the 1999-2002 Model Years Subclass who are eligible for reimbursement ("Authorized Claimants"), plus the total amount of attorneys' fees and expenses awarded by the Court, as described in Paragraph 8 below, shall not exceed \$12 million under the Settlement (the "\$12 million Maximum Payment"). If the amount of attorneys' fees and expenses awarded by the Court, plus the total amount of monetary reimbursement to Authorized Claimants cannot be paid without exceeding \$12 million Maximum Payment, then the amount to be reimbursed to all Authorized Claimants shall be reduced on a *pro rata* basis.

6. **How Do I Make a Claim for Reimbursement Under the Settlement?** To make a claim for reimbursement, you must complete the Claim Form that accompanies this Notice and submit that Claim Form, together with all supporting documentation, to Jeep Brake Settlement Claims Administrator, P.O. Box 91115, Seattle, WA 98111-9215 by first-class United States Mail, postage prepaid, and postmarked no later than April 30, 2007. You cannot submit your Claim Form and documentation on the Internet.

You must sign under penalty of perjury each Claim Form you submit, which means you are swearing under oath that the statements you make on the Claim Form are true. The submission of a false claim may be a criminal offense. If you do not comply with these procedures and the deadline for submitting Claim Forms, you will lose forever your right to make any claim covered by the Settlement.

7. **How Do I Obtain Additional Claim Forms?** One Claim Form is included with this Notice. If you need to obtain additional Claim Forms, you should call the Claims Administrator's toll-free telephone number, 1-866-817-6522, or by writing to Jeep Brake Settlement Claims Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

8. **Who Is Paying Plaintiffs' Lawyers and the Settlement Administrator's Expenses?** If the Settlement is approved by the Court, Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in an amount up to \$3 million. Class Counsel will also seek incentive awards to be paid to the named Plaintiffs in the total amount of no more than \$77,500. Of this amount, no more than \$5,000 each will be sought for Plaintiffs Lubitz, Lemus, and Rothstein, each of whom submitted to vehicle inspections and depositions. Class Counsel will seek no more than \$2,500 each for the remaining 26 Plaintiffs. DaimlerChrysler has agreed not to object to, and to pay, attorneys' fees and expenses and incentive awards up to these respective amounts. DaimlerChrysler has also agreed to pay the Settlement Administrator's fees and expenses, including the cost of mailing notices and of distributing payments to Settlement Class Members.

9. **If the Court Approves the Settlement, What Will Happen to Any Claims I May Have Against DaimlerChrysler?** If the Settlement receives final judicial approval, it will result in a release by Plaintiffs and all members of the Settlement Class (other than those who elect to be timely excluded from the Settlement Class as described in Paragraph 13 below) of all claims, known or unknown, which were or could have been brought against DaimlerChrysler and related parties based upon or related only to the brakes of any owned or leased model-years 1999-2004 Jeep Grand Cherokee vehicle, including but not limited to those asserted in this lawsuit, except for claims for personal injury, wrongful death or property damage. The Settlement is intended to settle all claims covered by the release in the Settlement Agreement. This means that unless you exclude yourself from the Settlement as described in Paragraph 13 below, you will not be able to sue, or join another lawsuit against DaimlerChrysler on the claims involved in this lawsuit.

10. **Why Is Class Counsel Recommending the Class Settlement?** Class Counsel reached this Settlement after weighing the risks and benefits to the Settlement Class of this Settlement compared to those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have been, or are yet to be, determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable, and adequate in light of all the circumstances and in the best interests of the Settlement Class.

11. **Who Will Represent Me in the Lawsuit?** If you choose to participate in the Settlement and do not exclude yourself from the Settlement Class in the manner described below in Paragraph 13 below, you will be deemed by the Court to be a "Settlement Class Member." As a Settlement Class Member you will be represented by Class Counsel, but will not be charged for services of Class Counsel. The only fees and expenses received by Class Counsel will be those approved by the Court as fair and reasonable for their work performed for the Class as a whole, as described in Paragraph 8 above. If you wish to remain a member of the Class but do not wish to be represented by Class Counsel, you may hire your own attorney to represent you. If you hire your own attorney to represent you at the Fairness Hearing, described below in Paragraph 15, your attorney must file an appearance no later than

September 15, 2006, with the Clerk of the Court, and must send a copy, by first-class U.S. Mail, to Class Counsel and DaimlerChrysler's counsel at the addresses provided below, postmarked **no later than September 15, 2006**. If you do not exclude yourself from the Settlement Class, you will continue to be a Settlement Class Member even if you are represented by your own attorney. You will be responsible for any fees and costs charged by your own attorney.

12. How and When Will the Settlement Administrator Process Claims?

A. Filing the Claim Forms. Any member of the 1999-2002 Model Years Subclass may file a Claim Form. The Claims Period during which the Claim Forms may be filed begins to run from the date of this Notice until 6 months after the Court enters its Final Order and Judgment. The Claim Form shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed first-class postage prepaid and addressed in accordance with the instructions in this Notice. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Settlement Administrator.

B. Processing by the Claims Administrator. The Claims Administrator will make no payments to Class Members until after the Claims Period is closed and all appeals to the Special Master by claimants are exhausted. In no event will claims be paid until 3 days after (a) the Settlement is finally approved by the Court after the Fairness Hearing, described below in Paragraph 15, and a Final Order and Judgment has been entered by the Court and (i) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (ii) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court.

C. Decision and appeal. The Claims Administrator will determine the extent, if any, to which each claim shall be accepted: Claim Forms that do not meet requirements of the Settlement Agreement and the Claim Form instructions will be rejected. Prior to rejection of a Claim Form, the Claims Administrator will communicate with the claimant in order to provide him/her an opportunity to remedy deficiencies in the Claim Form or supporting documentation. If the deficiencies are not corrected, the Claims Administrator will notify the claimant in writing. The claimant may attempt to correct the deficiencies and may appeal the Claims Administrator's decision to a Special Master appointed by the Court.

13. If I Do Not Want to Participate in the Class Settlement, What Must I Do? If you believe you are a member of the Settlement Class, you have a choice whether or not to remain in the Class and be represented by the Plaintiffs as class representatives and by Class Counsel. Either choice will have its consequences, which you should understand before making your decision.

If you choose to remain a Settlement Class member, you **will** participate in and be bound by the Settlement, if it receives final judicial approval, and you will be precluded from bringing a similar lawsuit in any court. Your participation in the Settlement does **not** release DaimlerChrysler from any claims you may have now or in the future for personal injury, wrongful death, or property damage.

If you choose to exclude yourself from the Settlement, you will **not** be bound by the Settlement, Class Counsel will have no further contact with you on this issue, and you will lose any right to participate in the Class Settlement. You will also lose the right to have objections to the Class Settlement considered by the Court before it rules on whether to approve the Class Settlement. You will be free to pursue any claims you may have against DaimlerChrysler on your own behalf, but you will not be represented by Class Counsel.

To exclude yourself from the Settlement and the Settlement Class, you must send the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04;
- (2) Your full name and current address;
- (3) A specific statement of your intent to exclude yourself from this lawsuit (for example, "Please exclude me from the Settlement Class in the Jeep Brake Litigation);
- (4) Your signature and the date you signed it.

Requests for exclusion must be sent by first-class United States Mail, postmarked **no later than September 15, 2006**, to Jeep Brake Settlement Administrator, P.O. Box 91115, Seattle, WA 98111-9215.

If you do not comply with these procedures and the deadline for exclusions, you will remain a Settlement Class member and lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final judicial approval.

14. What If I Want to Object to the Class Settlement? If you do not exclude yourself from the Class Settlement, you may, if you wish, object to the certification of the Settlement Class, to the terms of the proposed Settlement, or to Class Counsel's Application for an award of attorneys' fees and expenses. To do so, you or your attorney must file a written objection with the Claims Administrator and mail a copy to Class Counsel and DaimlerChrysler's counsel **postmarked no later than September 5, 2006**. A written objection and supporting papers must contain: (1) the name of this lawsuit, *Lubitz, et al. v. DaimlerChrysler Corp.*, Case No. BER-L-4883-04; (2) your full name and current address; (3) whether, as of the date of your written objection, you own or lease or whether you have previously owned or leased a 1999-2002 Jeep Grand Cherokee and incurred out-of-pocket expenses to correct a problem with pulsation of the front disc brakes; (4) the Vehicle Identification Number (VIN) of your vehicle; (5) each specific reason for your objection; (6) all evidence and supporting papers (including, but not limited to, all briefs, written evidence, and declarations) that you want the Court to consider in support of your objection; (7) your signature; and (8) the date of your signature.

If you wish to appear at the Fairness Hearing, on your own behalf or by your separate counsel, and be heard orally, you may do so only if you state in your written objection your desire to appear personally or by your separate counsel at the Fairness Hearing.

Your intention to appear at the Fairness Hearing and any objections that you wish to raise must be filed with the Court, and separate copies served on Class Counsel and DaimlerChrysler's counsel by first-class United States Mail, **no later than September 15, 2006**. The copies to be served on Class Counsel and DaimlerChrysler's counsel must be mailed to the following addresses:

Class Counsel:

Gary S. Graifman
KANTROWITZ, GOLDHAMER & GRAIFMAN
210 Summit Avenue
Montvale, New Jersey 07645

Gary E. Mason
THE MASON LAW FIRM, P.C.
1225 19th St. NW, Suite 500
Washington, D.C. 20036

Counsel for DaimlerChrysler:

Anthony J. Anscombe
SEDGWICK, DETERT, MORAN & ARNOLD, L.L.P.
One North Wacker Drive, Suite 4200
Chicago, Illinois 60606

If you do not comply with these procedures or the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

15. When Is the Fairness Hearing? On **October 30, 2006, at 9:00 a.m.**, the Court will hold a public hearing in **Courtroom 426, Bergen County Justice Center, 10 Main Street, Hackensack, NJ 07601**, to determine whether the Settlement Class is properly certified and whether the Settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court will also consider Class Counsel's application for an award of attorneys' fees and expenses and any opposition thereto. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class. Settlement Class Members who object to the Settlement are not required to attend the Fairness Hearing. If you want to be heard orally in opposition to the Settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Fairness Hearing as set forth in Paragraph 14.

16. Where Can I Obtain More Information Regarding the Settlement? If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe you are or may be a member of the 1999-2002 Settlement Subclass, you should contact the Settlement Administrator at the address or toll-free telephone number listed in Paragraph 7 above for more information. If you wish to communicate directly with Class Counsel, you may contact Gary Graifman at the address listed above in Paragraph 14. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire. This Notice, which has been approved by the Court, is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the Settlement, which is on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office. You may also review the pleadings, records, and other papers on file at the Clerk's Office. The Clerk of the Court is located at **Bergen County Courthouse, Room 425, 10 Main Street, Hackensack, NJ 07601**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, ANY JEEP DEALER, OR DAIMLERCHRYSLER ABOUT THE CLASS SETTLEMENT OR THIS LAWSUIT.

Dated: June 1, 2006

/s/ Honorable Sybil Moses
The Honorable Sybil Moses
Judge, Superior Court of New Jersey



I (we) received \$ _____ from DaimlerChrysler in partial reimbursement of the cost of these repairs (enter \$0.00 if no reimbursement was received); and

I (we) can establish proof of contact with DaimlerChrysler about the brakes within the Warranty Period by: (i) reliable evidence of any contact with DaimlerChrysler by e-mail, telephone, facsimile, or mail regarding the rotor/caliper repair described above, or (ii) reliable evidence, either in DaimlerChrysler's customer records or my (our) own records, of a prior rotor/caliper repair performed within the Warranty Period and under the vehicle's warranty. **Attach all documents that establish proof of contact under (i) or (ii).**

III. ACKNOWLEDGMENT OF CLAIMANT(S)

Claimants must acknowledge that they have read and agree to the following by checking the boxes (mandatory):

SUBMISSION TO JURISDICTION OF THE COURT. I (we) agree to submit to the exclusive jurisdiction of the Superior Court of New Jersey, Law Division: Bergen County, for all purposes associated with this Claim.

VERIFICATION OF CLAIM AND WARRANTY. I (we) represents and warrant that the information, enclosures and supporting documentation submitted herewith are true, correct, and accurate. I (we) specifically warrant that I (we) am the rightful and only owner(s) or assignee(s) of the Claim submitted and have not otherwise transferred or encumbered any right or interest in this Claim and/or entitlement arising from the Settlement to any person.

RELEASE. In consideration of the benefits provided by the Settlement, I (we) agree to be bound by all of the provisions of the Settlement, including granting to DaimlerChrysler a full and complete release of all Released Claims as defined and set forth in the Settlement and in any Final Order of the Court which may be entered pursuant to said Settlement.

IV. CERTIFICATION

All the information that I (we) supplied in this Claim Form is true and correct to the best of my (our) knowledge and belief and this document is signed under penalty of perjury.

If more than one owner, this Claim Form must be signed by all owners.

Signature of Owner *Date*

Signature of Owner *Date*

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).