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August 4, 2006

Jaguar Cars (BY CERTIFIED MAIL)
ATTN: Customer Relationship Center
555 MacArthur Boulevard
Mahwah, New Jersey 07430-9890

Mr. Mike O'Driscoll
President, Jaguar North America
Jaguar Cars
555 MacArthur Boulevard
Mahwah, New Jersey 07430-2327

RE: 2006 Jaguar [REDACTED]
Serial Number SAJWA82B [REDACTED]

Dear Mr. O'Driscoll:

On January 31, 2006, I purchased and took delivery of a new 2006 Jaguar Vanden Plas from Rosenthal Jaguar/Land Rover, located at 1592 Springhill Road, Vienna, Virginia 22182 (703) 893-1700. A copy of the Buyer's order is attached.

As partial background, my wife and I, both lawyers residing in Northern Virginia, have owned four Jaguars. Additionally, we are a "Ford Family," thus stereotypical customers that Ford have used to advertise their products. We have three children, all of whom drive, and currently we own this 2006 Jaguar, a Lincoln Navigator, a Ford Escape, and a Ford Thunderbird. Recently, for our daughter's graduation gift, we gave her a Mercury Mountaineer. We have also previously owned five Lincoln Town Cars and two Ford conversion vans. In fact, we have only owned one non-Ford vehicle during the entirety of our marriage.

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As to the 2006 Jaguar VDP, I began to experience problems with this automobile almost immediately following purchase. Within less than five weeks of its purchase, on March 06, 2006, with only 405 miles on the vehicle, the automobile had to be towed back to the dealership because the car would not exceed 10 mph and the dash reflected multiple fault/warning lights. The dealership reportedly corrected the problem. A copy of the invoice from March 2006 is enclosed with this letter.

Then, two months later, on May 5, 2006, with mileage at 1,634, the automobile experienced a massive fuel leak literally flooding the floor of my residence garage. Again the car went to the dealership for service. At that time Rosenthal Jaguar replaced a seal, assured me that the problem was fixed, and I left the dealership with the belief that the gasoline leak was repaired and safe to drive. However, unbeknownst to me, the service of May 8, 2006 did not repair the vehicle.

On June 4, 2006, less than one month and less than 1000 miles later, with mileage then at 2,581, another massive fuel leak occurred and the automobile again was returned to the dealership for service. I hate to think what might have happened if someone had inadvertently lit a match, or if a pilot light or spark had triggered an explosion or fire while the vehicle was at our home. Likewise, I hesitate to think of the ramifications that could have occurred if the automobile had caught fire while in operation.

Attached is a four page Affidavit which sets forth in further detail the problems attendant to the massive fuel leaks of this Jaguar vehicle.

On June 15, 2006, fearful for my safety and the safety of my family, I spoke with Chivon (spelled phonetically) at extension 2876 at 1-800-4 JAGUAR and requested that Jaguar repurchase the automobile from me. This request was rejected without discussion and without my being advised of the reason for rejection. At that time I was led to believe that the defect to my vehicle was isolated. Since that time I have discovered that this defect is widespread, other owners in New Jersey, South Carolina and elsewhere having experienced the same defect.

Subsequently, I have attempted on several occasions to resolve this issue directly with Rosenthal Jaguar, but have been advised that the matter should be pursued directly with Jaguar USA.

Pursuant to Virginia Code Section 59.1-207.9 to 207.16:1, The Virginia Motor Vehicle Warranty Enforcement Act, a consumer can demand that the manufacturer accept return of the motor vehicle and refund the full contract price, including all collateral charges, incidental damages, et al. The law applies, among other things, to a situation where there is a "serious safety defect," which is defined as "a life-threatening malfunction or

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nonconformity that impedes the consumer's ability to control or operate the new motor vehicle for ordinary use or reasonable intended purposes *or creates a risk of fire or explosion.*" (Emphasis added).

In this case damages include the full contract price (see enclosed purchase invoice) as well as damages necessitated by the lack of use of the vehicle for multiple weeks, damage to our driveway, which had recently been repaved and resealed, damage to our garage floor, which had recently been treated with a multi-layered industrial surface, and damage to the new carpet recently installed in our home, which occurred when we collected some of the fluid to take into the dealership, only to have it leak through the container and damage the new carpet. Additionally, I have had to spend dozens of hours trying to get this matter resolved.

Pursuant to The Virginia Motor Vehicle Warranty Enforcement Act, demand is herewith made for payment of \$90,000.00, including \$76,885.96 for the cost of the vehicle, carpet, garage floor and driveway, and associated miscellaneous expenses.

I would appreciate your attention to this matter and look forward to a prompt response and to satisfactory resolution of the matter, thus obviating the necessity that I institute suit. In this regard, I request the courtesy of your response no later than close of business on Monday, August 13, 2006.

~~Very sincerely yours,~~

Enclosures below:

1. Buyer's Order dated January 30, 2006
2. Service Invoice dated March 6, 2006
3. Service Invoice dated May 5, 2006
4. Service Invoice dated June 5, 2006
5. Affidavit dated August 4, 2006

cc: National Highway Traffic Safety Administration
U.S. Department of Transportation
400 7th Street, S.W.
Washington, D.C. 20590

AFFIDAVIT

Re:

2006 Jaguar XJ8 Vanden Plas
(Gasoline Leaks)

I, [REDACTED] [REDACTED] Oakton, Virginia [REDACTED] having first been sworn, state under oath as follows:

1. On January 31, 2006, I purchased and took delivery of a 2006 Jaguar XJ8 Vanden Plas from Rosenthal Jaguar, 1592 Springhill Road, Vienna, Virginia 22182 (Telephone: 703/893-1700). Serial number of the vehicle is SAJWA82B1 [REDACTED]
2. Cost of the vehicle, including vehicle, taxes, titling, and fees was \$76,885.96.
3. On May 4, 2006, when mileage on my Jaguar was 1,634, I filled the vehicle with gasoline at a local service station and then drove it into my residence garage. The next morning, May 5, I entered the garage to drive the Jaguar to work, but was met instead with the exceptionally strong odor of gasoline, and the sight of gasoline covering the entire cement garage floor surrounding the vehicle.
4. I called the Jaguar toll-free Roadside Assistance number, described the problem, and was advised that they could be of no assistance, because the situation was too potentially dangerous for them to handle; and that I should instead contact my local fire department and have its representatives come to the garage at my residence to remove and clean from the vehicle, and from all surrounding areas, all signs of gasoline. The Jaguar representative (a woman) stated that only when this had been accomplished would Jaguar agree to tow the vehicle to the dealership for service. When I thereafter

learned that the requested fire department procedure could take hours, and I needed to be in my law firm office, I opted instead to drive the vehicle myself to Rosenthal Jaguar in Vienna, Virginia. (I now recognize that even by starting the vehicle, immersed as it was in gasoline, a destructive explosion (to life and property) could readily have occurred.)

5. Once at the dealership, I advised the Jaguar service representative that the vehicle was leaking fluid which smelled and looked like gasoline. I provided the representative a bag of the liquid which I had captured from my garage floor in a "Ziploc" bag. I was advised by the Jaguar service representative that the leak was probably caused by a faulty seal.

6. The invoice provided me upon release of the vehicle on May 9, 2006 indicated "flange seal leakage" as having been verified, that the flange seal had been replaced, and that after an overnight test drive, no remaining leaks were found: "Vehicle operates as designed." I thus took delivery of the vehicle and drove it home.

7. I next filled my vehicle with gasoline on June 4, 2006, drove it home, and parked it on the asphalt driveway outside my garage. (Because of the early May 2006 gas leak emergency, I no longer believed it safe to drive the vehicle into the residence garage.)

8. The following morning, June 5, I approached the Jaguar, ready to drive it to work, but again smelled the strong odor of gasoline and noted liquid in and around the vehicle. This time, rather than calling the toll-free Jaguar number (which had refused to help me a month earlier), I telephoned Rosenthal Jaguar and explained the problem.

Rosenthal sent a service representative for the vehicle, who drove it in for service.

Mileage on the vehicle at that time was 2,581.

9. According to the invoice provided me, dated June 9, 2006, Rosenthal Jaguar diagnosed the problem as being "left fuel pump flange seal leaking again." The invoice stated further:

"Renewed flange seal and road tested. Fuel smell still present. Smoke tested fuel system again. Left fuel pump flange seal still leaking. Fuel tank warped. Renewed fuel tank and smoke tested. No leaks detected. Road tested to verify no leaks present. Fault corrected."

10. I was advised and assured by Jaguar personnel both in May 2006 and in June 2006, on the occasions of the two above emergencies, that the problem I had encountered was unusual and isolated, and had not been previously confronted in 2006 Jaguar vehicles. I subsequently learned that this was not true.

11. On June 15, 2006, based on the recurring gasoline leak issues, and based on encouragement from responsible individuals within the automobile industry, I telephoned Jaguar at 1-800-4-JAGUAR, and spoke to Chivon (phonetically spelled) at extension 2876 and related in general detail the above chronology. It had previously been explained to me that Jaguar, in appropriate circumstances, such as the one I now confront, would purchase back the vehicle as an accommodation to its customer. (I am a long-standing Jaguar owner, this being my fourth Jaguar.) The Jaguar representative with whom I spoke stated that the factual background would be presented to appropriate Jaguar personnel and that she would advise me of a decision within 48 hours. She did so.

Her advice to me was that my request had been "declined." When I inquired as to the reason for rejection, I was advised that this was "confidential" and could not be divulged. My brief attempt to solicit more information was for naught. I emerged from the conversation both confused and, frankly, bewildered.

12. The vehicle is now parked at my residence, a safe distance from the home occupied by me, my wife and two of our three children, all of whom are afraid to drive or ride in the vehicle, as am I.

Subscribed and sworn to before me in Fairfax County, Virginia, this 4th day of August, 2006.

Notary Public

My Commission expires: August 31, 2009

**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).**