

NAR

CC-10196925-4944

Federal Trade Commission
CRC-240
Washington, DC 20580

2007 SEP 12 PM 7:48

Springfield, MA

August 28, 2007

To whom it may concern:

Enclosed is a copy of a letter from Kathleen DeMeter where she gave me your address. I do appreciate that. I had written her office as I had thought that my vehicle had a safety problem that had not been identified as yet.

My 2003 Jaguar X-Type vehicle has been at the dealer's lot since 4/19/07. Due to there being a national back order for the part, "transfer case", (refer to Mr. Thomas's letter to BBB) After keeping it they sent the shattered part out to be glued by a local transmission shop. I had been told by Thomas Jag staff that "the transfer case is cracked, an internal part let go and cracked the case, like an egg" I still don't understand that if a part has been on national back order for at least 4 months, and still is, why that doesn't signal a defect in the manufacturing of the vehicle. In April I was told that another person had been waiting over 30 days. I think that it's a well-kept secret by Jaguar.

I also think that it is a serious safety issue as my car was out of control, on both sides of the road when the crack occurred (a car that was 4 years old with 25000 mileage)

I believe that my case comes under fraud, deception, warranty and certainly dealership problems as well as fair trade practices.

I thank you for your time and trouble. I am technically challenged when it comes to the computer, (old is not an excuse).

Sincerely,

Anti Facchini

you are frequently in contact with the company

*Ms. DeMeter
Thank you for your response for sending this to me. I am still thinking about my letter to BBB. I still think it's a defect.*



cc'd to NAR 9/12/07

Better Business Bureau, Inc.
94 South Turnpike Road
Wallingford, CT 06492-4322

[REDACTED]
Springfield, MA [REDACTED]

Attn: Ms. Carolyn M. Betts

August 28, 2007

Re: Cas [REDACTED]

Dear Ms. Betts:

This letter is in response to your update, dated 8/23/7. Douglas Thomas had sent you a rebuttal to my allegations. I found his rebuttal to be facetious and not addressing the issues in a straight forward manner, just a lot of double talk. This case has been a continual cause of anguish and stress. I leased a new Jag, in good faith, in 2003, put 13,000 miles on it in three years, and because I had cared for it so, I purchased it in September, 2006. It now has 25,000 miles on it and has been sitting at the dealer since April 19, 2007, because Thomas Jaguar has not kept their promise of a replacement part. And, most important, I have been heartily advised by consultants not to accept this car with it's defective repair. In an another attempt to intimidate me, Douglas Thomas has instigated storage charges. (his first known intimidation, was to collude with Enterprise Rental Cars to get me to pay for Thomas's authorized rental bill of \$1200.00)

In his letter to the BBB, Mr. Thomas quoted my letter to him as saying the ENGINE blew up. (refer to encl letter) that was never stated in the letter. Than he told you that I wrote that the TRANSMISSION was repaired by "glue", and that as well was never stated in the letter. Actually said, "the shattered HOOD was brought to a local transmission shop and GLUED together". (which violates their advertisement that "work is done by "Jaguar authorized repair and service, and factory trained technicians) as they sent the damaged transfer case to a neighborhood transmission shop to be glued by non-factory Jaguar trained technicians. And, they have never sent you or me a copy of the transmission shop's work order showing exactly what was done. A work order never authorized by me, the owner of the car, and never waived by me, the owner of the car, as I was never consulted about them changing their decision from day one, of ordering a replacement part, to that of gluing together a part, that had been new, and had shattered under stress, , and now that same " had-been new" part that shattered, was glued together and put back in the car that I almost got killed in. (the car was out of control, dancing all over both sides of the road)

Mr. Thomas also tells you that the "transfer case" was not "glued" together. Well how do you repair a "tin" shattered/ crack? Do you duc- tape it? If the cover on my pressure cooker shattered/cracked, and it was glued/taped together again, you bet that it would shatter again, quicker than when new, the next time the pressure built up. My question is, is Thomas Jaguar so lacking in integrity that they would put a person's safety at risk? For \$\$ \$? I would not ever accept that defective repair job and put myself and my grandchildren in physical danger.

The following is exactly what I was told by the service man at Thomas Jaguar, on 4/24/07; "the transfer case is cracked, an internal part let go and cracked the case, "like an egg" think of it like an egg shell that got cracked." (which leads me to ask was the internal part that let go repaired?' And, ask Humpty-Dumpty if an egg shell can be glued back together again!

And, Mr. Thomas said to you, that they did not think that it was "prudent" to continue waiting for a part that was "unavailable". Why did they think that it was prudent, after a two month wait, to do a quick fix job, that puts my safety at risk? After two months of waiting for a replacement part, as promised, they determine, without consulting me, without a signed work order, to just glue the same cracked/shattered hood? And, if there is still such a "National" back order after two months, now 4 months, than I say that the transfer cover, or the internal part of the transmission that blew, has to be a defective part and needs to be identified as such by the U.S. Department of Transportation, National Highway Traffic Safety Administration.

Also, in his letter, again, he made up content that was never in my letter, he tells you, "she feels that she is entitled to a NEW transfer case" when what was actually said was that I was "waiting for the promised new replacement part " from the manufacture." I was told from day One that a replacement part would be ordered, and Mr. Thomas said in his first paragraph, "we ordered a remanufactured transfer case". It's a matter of semantics. It was never stated that they were going to repair the original shattered transfer case and put it back in the car. Mr. Thomas has a serious problem with comprehending the written word.

And Mr. Thomas's sending you the copies of the warrantee is just a smoke screen. They say nothing that is relevant to this problem. They do not address the issue. Just more double talk. (they were reviewed by another dealer in relation to this problem)

And, Douglas Thomas telling BBB that "we kept Jaguar Corp in the loop" is just as bogus. All Jaguar Corp knows is what Thomas Jaguar tells them and they tell them half-truths. Such, as, telling them that they never authorized me to have a rental car, because mid-way I turned one in (called out to a disaster by FEMA) On 8/14/07, Troy from Enterprise Rental Cars called and said that he had just gotten off the phone with Douglas Thomas, and was told that Thomas never agreed to paying for my rental car from 5/30/07-6/26/07, and therefore, I owed Enterprise \$1200.00. as Enterprise colluded with Douglas Thomas that their records did not reflect an ok. This is what Douglas Thomas told Jaguar Corp. However, the truth is, that I have a tape recording that Thomas Jaguar left on my message machine, admitting to authorizing the car rental through 6/26/07. On that same message, he ordered me to have the rental returned by the end of that work day. (1 hour left) I did. On that same message, Thomas Jaguar said they had just notified Enterprise that they would no longer be paying for the rental. (he apparently forgot about that message which is allowable in court as it was left voluntarily)

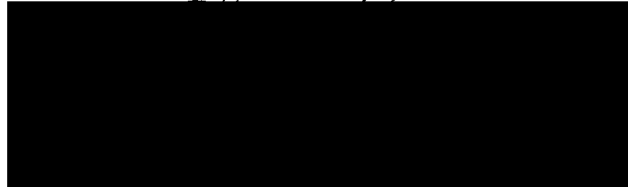
In addition, I was not allowed a rental of a luxury vehicle, but of a Pontiac. That also violates the contract.

I have been without a vehicle since 6/26/07 and it has been a hardship both financially (paying car insurance, excise on a car I don't have the use of) and emotionally. I want to be compensated for my emotional stress, the harassment by Douglas Thomas and representatives, for my time and energy (writing all these letters) caused by a Company without ethics. I believe that Thomas Jaguar and the Jaguar Corporation owe me compensation due to their deceptive acts as stated in this letter.

I have found that Jaguar Corp is just as lax. As I have many certified letters sent to various Jaguar offices, that have been returned to me unaccepted. Included was a letter sent to the Ford Company, as owner of Jaguar. (the post office staff are following this scenario with glee) My most recent letter to Jaguar Corporation's Public Relations, Gary Temple, Director, did bring a phone call from a Sha-Shauna. She was not supportive, as in her conversation she said that it was not necessary for Thomas Jag to get a signed work order or waiver from me as the car was still on warrantee. Another dealer, consulted, said that was not true. As I am the owner of the car a signed work order or waive by the owner was law..

Thank you for your time and attention. I will continue to pursue justice.

Sincerely,

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Encl sures

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