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Rob McKenna 2007 NOV -1 AM 8:21

ATTORNEY GENERAL OF WASHINGTON

Consumer Protection Division
PO Box 2317 • Tacoma, WA 98401 • (253) 597-3832
10/26/2007

National Highway Traffic Safety Administration
400 7th ST SW
Washington, DC 20590

RE:

File # [REDACTED]

Dear National Highway Traffic Safety Administration:

This office has received the enclosed complaint from [REDACTED] regarding your firm.

May we please have your reply so that we may determine how to proceed with this matter.

We request your response within 14 business days. If you are unable to provide your response during that timeframe, please contact this office to make alternate arrangements; please address it to me and reference our file number [REDACTED]

CHRISTOPHER A. RAMIREZ
Complaint Analyst
Consumer Protection Division
(253) 593-2906

Enclosure(s)

ET
11/10/07
KB

302754

[REDACTED]
Bremerton, WA [REDACTED]

September 24, 2007

PREMIER Chrysler Jeep
Attn: Sean Green, Dealership General Manager
5011 Auto Center Blvd.
Bremerton, WA 98312

SEP 23 2007

Dear Mr. Green:

I am writing this letter regarding a 2003 Jeep Liberty, VIN # 1J4GL58K73W [REDACTED] that my wife and I purchased from PREMIER Chrysler Jeep in August of 2006.

From shortly after the purchase until 9/6/2007, we returned the vehicle to your service department numerous times to have the following mechanical problem repaired:

At random times, the vehicle exhibits a grating or grinding noise that sounds like metal scraping against metal. The noise is loud and intimidating and we have been hesitant to drive the automobile since the initial occurrence of the problem because of safety and esthetic concerns. As your service manager and Chrysler Corporation state that the problem is connected to the rear brakes, we are doubly concerned that a safety problem exists.

When returning the automobile to seek the necessary repairs, I have discussed the problem with your service representatives numerous times, including discussing it with your service manager, Mr. Mark Kluge, three times. Each time that I have returned the vehicle for these repairs, your service department has attempted to repair the problem at no cost to me. Both your service representatives and your service manager have verbally acknowledged to me that this is an abnormal or manufacturing problem, and they agreed that this noise is over and above what should be expected from moisture or cold weather. As recently as 9/7/2007, (for the second time), Mr. Kluge stated that he understood why we were upset with the noise and that he wouldn't want to put up with it.

Prior to September 5, 2007, your service department, after several attempts to fix the problem on their own, consulted with Chrysler engineer's, who, at different times, provided two solutions to fix the noise problem. The first, to replace the rear brake pads, was accomplished and the noise was silenced for several weeks, then it returned. The second, to apply anti-squeal compound to the rear brakes, was accomplished and the noise was silenced for several weeks and then it returned. On September 5, 2007, I again returned the vehicle to your dealership because of the noise. As had happened before, I had to leave the vehicle two nights in order for your service technicians to duplicate the noise problem.

On September 7, 2007, I was called by your service representative, Mr. Paul Long, and told that the Chrysler engineer's had now determined that the noise problem was caused by worn rotors on the rear brakes. He stated that to correct the problem, the rear rotors and the rear park shoes needed to be replaced. Mr. Long informed me at that time that the warranty had expired on the brakes for this vehicle and that I was expected to pay for these and any future repairs. I told Mr. Long at that time that I would not pay for these repairs because the problem had been ongoing from my purchase of the vehicle and that I had not been expected to pay for previous attempts to correct the noise problem. I declined the repairs at that time until I could speak to your service manager.

A short time later on September 7th, I went to your dealership and spoke to your service manager, Mr. Mark Kluge. I told Mr. Kluge at this time that I expected your service department to make any necessary repairs to correct this ongoing problem and that I was not going to pay for those repairs. I reiterated to him that your service department had made a commitment to me to make the repairs at no cost to me and that he personally had approved the previous two repairs after telling me that the noise was loud and obnoxious. Mr. Kluge replied that your dealership will no longer attempt to repair this problem without a determination of who (myself or Chrysler Corporation), will pay for the repairs. He stated that he understood why I didn't think that I should pay for the repairs and that he would send an e-mail to the Chrysler District Representative that day to attempt to resolve the issue.

I told Mr. Kluge on September 12, 2007, and again on September 14, 2007, (after the District Representative had not responded), that this ongoing lack of response and failure to repair my vehicle was unacceptable. I informed him that I expected your dealership to honor the precedent and implied contract that it established when you decided this was a manufacturing problem and began attempting to fix the problem at no cost to me. Mr. Kluge informed me on 9/12/2007, and again on 9/14/2007, that he was in contact with the Chrysler District Representative and was attempting to resolve the issue. It is now two weeks since the problem was supposedly diagnosed and the Chrysler District Representative was contacted and I have received no communication from your dealership concerning when you will repair the vehicle.

When purchasing this vehicle from your dealership, I asked the salesman for the service history of the automobile three times. The first two times, he told me that it was not available. The third time, he stated that the service history had personal information about the previous owner and could not be given to me. Shortly after purchasing the vehicle, my wife spoke to the previous owner who purchased this vehicle from your dealership. In the course of that conversation, we discovered that he too had returned the vehicle to your dealership several times to correct the problem that we are encountering and was not satisfied with your response. This conclusively demonstrates that this problem started with the initial purchase of the automobile from your dealership.

My wife and I paid approximately [REDACTED] for this vehicle. A copy of our purchase

contract is available in your finance office. I expect your dealership to honor the commitment made to us, by repairing our vehicle at no cost to us, no later than October 12, 2007. If the final repairs to correct this problem are anticipated to last more than two days, I expect your dealership to provide us with a rental or loaner car at no expense to us while repairs are being accomplished. I will wait until October 13, 2007, before seeking further advice or assistance in this matter.

Respectfully,

A solid black rectangular box used to redact the signature of the sender.

cc: Washington State Attorney General
(Consumer Affairs Division)
Mr. Mark Kluge, PREMIER Chrysler Jeep, Service Manager