

[REDACTED]
Blythewood, SC [REDACTED]

February 7, 2010

Dear Sir/Madam:

Enclosed are copies of my letter to Jaguar Cars North America Operations. This letter was sent certified and received by them on 30 November, 2009. They have not bothered to acknowledge its receipt. As the copies will show, I brought this to the attention of my local dealer before I notified this Company.

I also registered a complaint with the local Consumer Affairs Department. This department then sent my complaint to the New Jersey Division of Consumer Affairs and closed out my file. I have spoken to the New Jersey office several times and have been told that they have no record of this complaint.

I consider this problem a potential safety risk and am asking your office for any and all help you may offer.

The car is a Jaguar XJL, 2008 model bought new in December, 2008. There are a little less than 7000 miles on it at this time. VIN SAJWA79B188 [REDACTED]

Again, I would appreciate any help or suggestions you may offer at this time. At my age perhaps they are waiting my demise.

Sincerely,
[REDACTED]

US Army Retired.
[REDACTED]

[REDACTED]
Columbia, SC [REDACTED]

November 19, 2009

Mr. Gary Temple
Senior Vice President
Jaguar Cars North America Operations
555 MacArthur Blvd.
Mahwah, New Jersey 07430-9890

Dear Mr. Temple:

I have called your office several times and spoken to "Wanda" of this problem that still persists.

I purchased a new 2008 Jaguar XJL from Hampton Automotive in Columbia, SC last Dec. 6.

In July on our way back from Virginia a warning light came on saying "Cruise Unavailable, Park Brake Default". I immediately lost cruise control. I assumed this was a serious problem and I pulled over on the shoulder of the interstate. When I stopped I put the transmission in park and looked in the owners manual. It said the park brake default could result in serious damage to the vehicle. Also losing cruise control at 70 MPH with someone on your bumper could cause a serious problem.

After reading this and being out in the middle of nowhere we decided we should continue home at a decreased speed. When I tried to put the transmission into drive it wouldn't budge. It was locked up in park.

We were frightened at the notion of having to sit on the shoulder of the interstate with vehicles passing so fast and close. We shut the engine off and decided to call for towing service. I turned the ignition switch back on to read the warning to the operator. The warning was gone. I started the car up and the transmission shifted into gear. We drove home and I called the service department for an appointment.

When I took the car over they couldn't find anything wrong with it. So they replaced the brake light switch and the cruise control switch. They said they hoped this would take care of it. It didn't.

In August I took it back to them. I waited 4 hours for them to tell me they couldn't find the problem. They said I would have to drive it until the warning light came on again and then bring it back to them. Altho the light came back on several times it was always during a time they were closed. Except for one time around 4:30 PM. I called them and they said "sorry, we'll be closed before you can get here."

Finally, on my way to a dental appointment it came on. I had to call and cancel my appointment. They took the car for 4 days before they called me to come get it.

As I have a life of my own just as they do I said I would pick it up the next morning. They

proceeded to call me back and tell me the rental car was only for 4 days and that I would be responsible for payment after that.

When I picked it up they explained that they had to call the "hot line" and speak to "Larry" who told them what to do.

This worked for awhile until Sunday over 3 weeks ago. I called them Monday morning and told them the problem was back. They said they would have their mechanic call the Jaguar mechanic and get right back with me. This has been over 3 weeks ago and I haven't heard from anyone yet. Now it needs to go back in again.

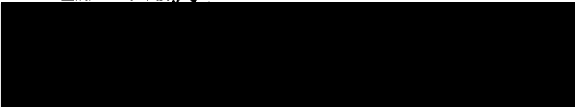
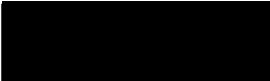
I am very disappointed with the car and the service department. I have had the car for almost a year and it has just 4000 miles on it because I'm afraid to drive it too far from home. I have lost complete confidence in it. It has been in and out of the shop since last July.

I have spoken to council and been advised that this problem is covered by the SC Lemon Law. Under this provision I would like to return the car to Jaguar for a full refund as soon as possible.

At the age of 75 I do not need any more stress in my life. I purchased this car for reliability and professional service. Neither of which I have received.

Enclosed is a copy of the SC Lemon Law requirements. I would appreciate your timely response and hope we will be able to settle this in a fair and just way for both of us.

Sincerely,


US Army Retired


PS:

16 November, 2009

I had an appointment today with Mr. Mitch Turner at Hampton Automotive. I had requested to speak with the owner, Mr. Sam Jones but he said I should speak to Mr. Turner. He is customer relations.

I explained the problem to him and he read this letter I am sending you. He said it would be best for me to go ahead and send the letter to you.

Not once did he mention as long as I had the car there they would take another look at it. It was a missed opportunity. He said he would call me back after he had a chance to speak to the service department manager.

He called back this evening to let me know he had done this. But again he didn't mention anything about trying to fix the problem. I asked why, after 3½ weeks no one had bothered to call me back from the service department. He said they wrote my name and number down but "must have misplaced it somewhere". This is not a service department I would trust to deal with.

I am just fed up with the car and the company. I do not normally like to "burn my bridges" but I do not want the car anymore and I would appreciate if you would consider buying it back from me. I believe it has met all requirements under the SC Lemon Law.

7008 3230 0001 3599 7658

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 40.44	0016
Certified Fee	\$ 2.80	02
Return Receipt Fee (Endorsement Required)	\$ 0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 43.24	11/23/2009

Sent to
GARY TEMPLE
Street, Apt. No.,
or PO Box No. **555 MACARTHUR BLVD.**
City, State, ZIP+4
MAHWAH, NJ 07436-9890

PS Form 3800, August 2006 See Reverse for Instructions



The State of South Carolina
Department of Consumer Affairs

3600 FOREST DRIVE
P.O. BOX 5757
COLUMBIA, S.C. 29250-5757

December 16, 2009

Celebrating Over 30 Years of Public Service

Brandolyn Thomas Pinkston
Administrator

Commissioners
Lonnie Randolph, Jr.
Chairman
Columbia
Mark Hammond
Secretary of State
Columbia
Barbara B. League
Greenville
Louis Mayrant, Jr.
Pineville
Tony Macomson
Covpens
Wayne K. Sims
Columbia
C. Wayne Powell
Gaffney
David Campbell
Columbia
Carole C. Wells
Woodruff

New Jersey Division of Consumer Affairs
Department of Law and Public Safety
Post Office Box 45027
Newark, New Jersey 07101

Re: Complaint No. 09-06109-B2 [REDACTED] vs. Jaguar Cars North America
Operations

Dear Sir or Madam :

Enclosed is a copy of a complaint that was filed recently with the South Carolina Department of Consumer Affairs. The South Carolina Consumer Protection Code provides that the Administrator of the Department of Consumer Affairs refer complaints to appropriate agencies for action consistent with their jurisdiction.

Our evaluation of the complaint indicates that your agency has jurisdiction in this situation. Therefore, we request that you review the consumer's concerns and take whatever action you deem appropriate. By copy of this letter, the consumer is advised to contact your agency concerning the complaint.

We are closing our file as a referral. Thank you for your attention to this matter.

Sincerely,

BRANDOLYN THOMAS PINKSTON

By: John T. Smith
John T. Smith
Complaint Analyst II
(803) 734-4200

/wp
Enclosure
cc:

[REDACTED]
Blythewood, South Carolina [REDACTED]

SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS



3600 Forest Drive, 3rd Floor
 P.O. Box 5757
 Columbia, SC 29250
 (803) 734-4200 or (800) 922-1594 (toll free in S.C.)
 Teletips (803) 734-4215 or (877) 734-4215 (toll free in S.C.)

*Requires Free Adobe Reader 5.0 Or Later/ **Requires Microsoft Word Viewer



LEMON LAW

NEW!
**Maximum Rate
 Schedule Poster**

Ask Consumer Affairs

Click Below

Live Chat Unavailable!
 please leave a message

SCDCA TV

(Click Image Below)



- Breaking News
- Licensing, Registrations & Filings
- Buyer Beware
- About DCA
- Contact DCA
- FAQs
- Complaint Services
- Legal Division
- Blog
- Press Room
- Publications
- Consumer Education

- Q. Does South Carolina have a lemon law? If so, when did it become effective?
- A. Yes, South Carolina has a lemon law which became effective October 3, 1989.
- Q. When is a car considered a lemon under the law?
- A. The law defines a lemon as a new motor vehicle (passenger car, van or truck) that:
1. was bought on or after October 3, 1989;
 2. has a defect that impairs its use or will lower its market value substantially; and
 3. which the manufacturer cannot repair within a reasonable time.
- Q. What is covered in the law?
- A. Defects which do not substantially impair the vehicle's use, market value or safety are not covered. Also not covered are defects caused by the consumer's abuse, neglect or unauthorized alteration of the car, or defects that do not show within the first 12,000 miles or 12 months, whichever occurs first.
- Q. Does the lemon law cover anything other than new motor vehicles?
- A. No. It only covers passenger motor vehicles (cars, vans, small trucks).
- Q. If I discover a defect what do I need to do?
- A. You must notify the manufacturer (or its agent) of the defect during the term of the express warranty. The manufacturer must make any repair efforts at no cost to the consumer and within a reasonable amount of time. The law presumes a reasonable amount of time to be either three repair attempts for the same defect or thirty days out of service for repairs. The 30 days do not have to be consecutive.
- Q. What happens if the manufacturer is unable to repair the defect?
- A. If the defect cannot be repaired, the manufacturer has the option of whether to replace the vehicle or rescind the agreement and refund the money. If the manufacturer elects to rescind the agreement and refund the money, the refund must be for the full purchase price of the vehicle, less a reasonable allowance for the consumer's use. The full purchase price includes: 1) applicable finance charges and 2) all governmental fees, such as sales tax, license fees and registration

[REDACTED]
Blythewood, SC [REDACTED]

February 7, 2010

Dear Sir/Madam:

Enclosed are copies of my letter to Jaguar Cars North America Operations. This letter was sent certified and received by them on 30 November, 2009. They have not bothered to acknowledge its receipt. As the copies will show, I brought this to the attention of my local dealer before I notified this Company.

I also registered a complaint with the local Consumer Affairs Department. This department then sent my complaint to the New Jersey Division of Consumer Affairs and closed out my file. I have spoken to the New Jersey office several times and have been told that they have no record of this complaint.

I consider this problem a potential safety risk and am asking your office for any and all help you may offer.

The car is a Jaguar XJL, 2008 model bought new in December, 2008. There are a little less than 7000 miles on it at this time. VIN SAJWA79B18S [REDACTED]

Again, I would appreciate any help or suggestions you may offer at this time. At my age perhaps they are waiting my demise.

Sincerely,

[REDACTED]
US Army Retired.
[REDACTED]

Columbia, SC

November 19, 2009

Mr. Gary Temple
Senior Vice President
Jaguar Cars North America Operations
555 MacArthur Blvd.
Mahwah, New Jersey 07430-9890

Dear Mr. Temple:

I have called your office several times and spoken to "Wanda" of this problem that still persists.

I purchased a new 2008 Jaguar XJL from Hampton Automotive in Columbia, SC last Dec. 6. In July on our way back from Virginia a warning light came on saying "Cruise Unavailable, Park Brake Default". I immediately lost cruise control. I assumed this was a serious problem and I pulled over on the shoulder of the interstate. When I stopped I put the transmission in park and looked in the owners manual. It said the park brake default could result in serious damage to the vehicle. Also losing cruise control at 70 MPH with someone on your bumper could cause a serious problem.

After reading this and being out in the middle of nowhere we decided we should continue home at a decreased speed. When I tried to put the transmission into drive it wouldn't budge. It was locked up in park.

We were frightened at the notion of having to sit on the shoulder of the interstate with vehicles passing so fast and close. We shut the engine off and decided to call for towing service. I turned the ignition switch back on to read the warning to the operator. The warning was gone. I started the car up and the transmission shifted into gear. We drove home and I called the service department for an appointment.

When I took the car over they couldn't find anything wrong with it. So they replaced the brake light switch and the cruise control switch. They said they hoped this would take care of it. It didn't.

In August I took it back to them. I waited 4 hours for them to tell me they couldn't find the problem. They said I would have to drive it until the warning light came on again and then bring it back to them. Altho the light came back on several times it was always during a time they were closed. Except for one time around 4:30 PM. I called them and they said "sorry, we'll be closed before you can get here."

Finally, on my way to a dental appointment it came on. I had to call and cancel my appointment. They took the car for 4 days before they called me to come get it. As I have a life of my own just as they do I said I would pick it up the next morning. They

proceeded to call me back and tell me the rental car was only for 4 days and that I would be responsible for payment after that.

When I picked it up they explained that they had to call the "hot line" and speak to "Larry" who told them what to do.

This worked for awhile until Sunday over 3 weeks ago. I called them Monday morning and told them the problem was back. They said they would have their mechanic call the Jaguar mechanic and get right back with me. This has been over 3 weeks ago and I haven't heard from anyone yet. Now it needs to go back in again.

I am very disappointed with the car and the service department. I have had the car for almost a year and it has just 4000 miles on it because I'm afraid to drive it too far from home. I have lost complete confidence in it. It has been in and out of the shop since last July.

I have spoken to council and been advised that this problem is covered by the SC Lemon Law. Under this provision I would like to return the car to Jaguar for a full refund as soon as possible.

At the age of 75 I do not need any more stress in my life. I purchased this car for reliability and professional service. Neither of which I have received.

Enclosed is a copy of the SC Lemon Law requirements. I would appreciate your timely response and hope we will be able to settle this in a fair and just way for both of us.

Sincerely,


US Army Retired


PS:

16 November, 2009

I had an appointment today with Mr. Mitch Turner at Hampton Automotive. I had requested to speak with the owner, Mr. Sam Jones but he said I should speak to Mr. Turner. He is customer relations.

I explained the problem to him and he read this letter I am sending you. He said it would be best for me to go ahead and send the letter to you.

Not once did he mention as long as I had the car there they would take another look at it. It was a missed opportunity. He said he would call me back after he had a chance to speak to the service department manager.

He called back this evening to let me know he had done this. But again he didn't mention anything about trying to fix the problem. I asked why, after 3½ weeks no one had bothered to call me back from the service department. He said they wrote my name and number down but "must have misplaced it somewhere". This is not a service department I would trust to deal with.

I am just fed up with the car and the company. I do not normally like to "burn my bridges" but I do not want the car anymore and I would appreciate if you would consider buying it back from me. I believe it has met all requirements under the SC Lemon Law.

7008 3230 0001 3599 7158
8972 6656 1000 0232 9007

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 10.44	0016 02 Postmark Here 11/23/2009
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 13.24	

Sent To
GARY TEMPLE
Street, Apt. No.,
or PO Box No. **555 MCGARTHER BLVD.**
City, State, Zip+4
MAHWAH, NJ 07436-9890

PS Form 3800, August 2006
See Reverse for Instructions



The State of South Carolina
Department of Consumer Affairs

3600 FOREST DRIVE
P.O. BOX 5757
COLUMBIA, S.C. 29250-5757

Brandolyn Thomas Pinkston
Administrator

December 16, 2009

Celebrating Over 30 Years of Public Service

New Jersey Division of Consumer Affairs
Department of Law and Public Safety
Post Office Box 45027
Newark, New Jersey 07101

Commissioners
Lonnie Randolph, Jr.
Chairman
Columbia
Mark Hammond
Secretary of State
Columbia
Barbara B. League
Greenville
Louis Mayrant, Jr.
Pineville
Tony Macomson
Cowpens
Wayne K. Sims
Columbia
C. Wayne Powell
Gaffney
David Campbell
Columbia
Carole C. Wells
Woodruff

Re: Complaint No. 09-06109-B2 [REDACTED] vs. Jaguar Cars North America
Operations

Dear Sir or Madam :

Enclosed is a copy of a complaint that was filed recently with the South Carolina Department of Consumer Affairs. The South Carolina Consumer Protection Code provides that the Administrator of the Department of Consumer Affairs refer complaints to appropriate agencies for action consistent with their jurisdiction.

Our evaluation of the complaint indicates that your agency has jurisdiction in this situation. Therefore, we request that you review the consumer's concerns and take whatever action you deem appropriate. By copy of this letter, the consumer is advised to contact your agency concerning the complaint.

We are closing our file as a referral. Thank you for your attention to this matter.

Sincerely,

BRANDOLYN THOMAS PINKSTON

By: John T. Smith
John T. Smith
Complaint Analyst II
(803) 734-4200

/wp
Enclosure

cc:

[REDACTED]
Blythewood, South Carolina [REDACTED]

TELEPHONE (AREA CODE 803)
ADMINISTRATOR
734-4197
ACCOUNTING
734-4264

PUBLIC INFORMATION
734-4191
E-mail: SCDCA@SCCONSUMER.GOV
www.sccoconsumer.gov

CONSUMER ADVOCACY
734-4200
(1) FAX: 734-4287
(2) FAX: 734-4286

INVESTIGATORS
734-4236
ENFORCEMENT
734-4236

CONSUMER COMPLAINTS
734-4200
WATS 1-800-922-1594
VOICE/TT - 1-800-735-2905

TELETIPS (803) 734-4215 OR 1 (888) 734-4215 (TOLL FREE IN S.C.)

SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS



3600 Forest Drive, 3rd Floor
P.O. Box 5757
Columbia, SC 29250
(803) 734-4200 or (800) 922-1594 (toll free in S.C.)
Teletips (803) 734-4215 or (877) 734-4215 (toll free in S.C.)

*Requires Free Adobe Reader 5.0 Or Later/ **Requires Microsoft Word Viewer



LEMON LAW

NEW!
**Maximum Rate
Schedule Poster**

Ask Consumer Affairs

Click Below

Live Chat Unavailable!
please leave a message

SCDCA TV
(Click Image Below)



- Breaking News**
- Licensing, Registrations & Filings
- Buyer Beware**
- About DCA**
- Contact DCA**
- FAQs**
- Complaint Services**
- Legal Division**
- Blog**
- Press Room**
- Publications**
- Consumer Education**

- Q. Does South Carolina have a lemon law? If so, when did it become effective?
- A. Yes, South Carolina has a lemon law which became effective October 3, 1989.
- Q. When is a car considered a lemon under the law?
- A. The law defines a lemon as a new motor vehicle (passenger car, van or truck) that:
1. was bought on or after October 3, 1989;
 2. has a defect that impairs its use or will lower its market value substantially; and
 3. which the manufacturer cannot repair within a reasonable time.
- Q. What is covered in the law?
- A. Defects which do not substantially impair the vehicle's use, market value or safety are not covered. Also not covered are defects caused by the consumer's abuse, neglect or unauthorized alteration of the car, or defects that do not show within the first 12,000 miles or 12 months, whichever occurs first.
- Q. Does the lemon law cover anything other than new motor vehicles?
- A. No. It only covers passenger motor vehicles (cars, vans, small trucks).
- Q. If I discover a defect what do I need to do?
- A. You must notify the manufacturer (or its agent) of the defect during the term of the express warranty. The manufacturer must make any repair efforts at no cost to the consumer and within a reasonable amount of time. The law presumes a reasonable amount of time to be either three repair attempts for the same defect or thirty days out of service for repairs. The 30 days do not have to be consecutive.
- Q. What happens if the manufacturer is unable to repair the defect?
- A. If the defect cannot be repaired, the manufacturer has the option of whether to replace the vehicle or rescind the agreement and refund the money. If the manufacturer elects to rescind the agreement and refund the money, the refund must be for the full purchase price of the vehicle, less a reasonable allowance for the consumer's use. The full purchase price includes: 1) applicable finance charges and 2) all governmental fees, such as sales tax, license fees and registration