CL-10375766-8256

NHTSA ccmMercury Routing Slip

S10 Priority

Printed: 1/5/2011

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

NHTSA #: ES11-000069
XREF #:
Delivery: S10 E-MAIL

Rec'd Date: 1/5/2011
Doc Type: S10
Address To:

Referred By: NPO-011
Doc Date: 12/27/2010
Due Date: 1/12/2011

S10 #: S10-110105-033
DOT/I #:
RMP #:

Subject: S10 DIRECT REPLY - LETTER TO DOT FROM [redacted] RE COMPLAINT AGAINST CHRYSLER FINANCIAL AND AN ARTICLE FROM THE NEW YORK TIMES NEWSPAPER

Ack Date:
Sign Office: ENFORCEMENT
Cleared Date:
File Loc:
Added By: BMILLINGS x65470

Ack By:
Signature: CLAUDE HARRIS
Cleared By:
XREF File:
Modified By: BERNADETTE.MILLINGS

Signed For:
Cleared For:
Closed Date:

Most Recent Comment:

Author:

[redacted]
HUDSON, OH [redacted]
Tel: Fax: E-mail:

S10 Priority

Assigned To	Task	Asgn Date	Deadline	Returned Date
NVS-200	REPLY	1/5/2011	1/12/2011	
NVS-010	INFORMATION	1/5/2011		1/5/2011
S10	INFORMATION	1/5/2011		1/5/2011

S10 Priority

MC
1-6-11
TAW

S10-110105-033

December 27, 2010

[redacted]
Hudson, Ohio [redacted]

To The Department of Transportation,

Enclosed you will find a copy of my contract with Chrysler Financial, and an article from The New York Times newspaper.

I am requesting a two part solution. One I was charged for the most expensive warranty but received the lowest package with a $100.00 dollar deductible. Please find it in your heart to upgrade my warranty to the one I paid for wouldn't that be fair. The second issue I did not test drive the first car I purchased. I returned the car within a few minutes because the car was a rough ride and it caused my neck problem to flair. The dealership threatened and mistreated me until I signed the contract at $21,115 when it sold for $15,000 the same day. Please look at my balance owed. I would like a price adjustment on the balance. The car is already leaking transmission fluid; the doors are rusting, just to mention a few of my problems with this car.

I enclosed the article from the news paper that I could have resolution to a poorly conducted purchase gone wrong from the outset. I am not like the home owners that bought what they could not afford. I am and was cheated from the outset of this transaction. Please find it in your heart to increase my warranty and adjust my balance owed on this vehicle.

I am 60 years old and unemployed for over one year. Please do not ignore my cry. I have written before and you sent me to The Better Business Bureau knowing that was a dead end. Besides I did contact the Better Business Bureau the day I signed the contract. Their answer was it is buyer beware. It boils down to you will or will not care about me.

[redacted]

ES11-000069

Fannie, Freddie Pressed on Mortgages

By Nick Timiraos
And Alan Zibel

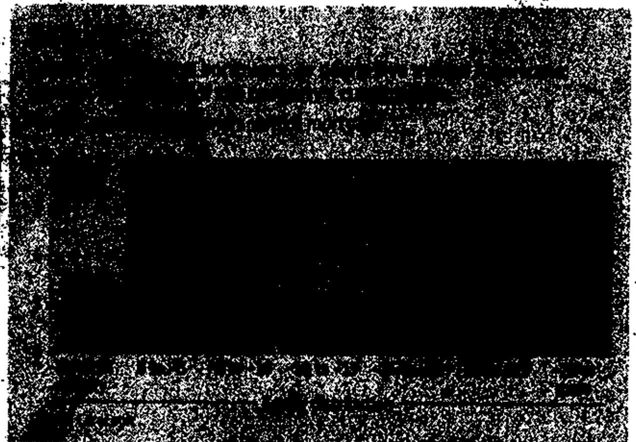
Fannie Mae and Freddie Mac are in talks with Obama administration officials to join federal government programs aimed at reducing loan balances of mortgages where borrowers owe more than their homes are worth, according to people familiar with the discussions.

An agreement with the two government-owned mortgage giants to write down so-called underwater loans could reduce the threat to the U.S. housing market from the glut of homeowners [illegible] lion.

Fannie Mae and Freddie Mac, [illegible]

The Obama administration is [illegible] Fannie Mae and Freddie [illegible] to potentially hand off the [illegible] loans to the FHA.

[illegible] officials estimate that [illegible] million homeowners [illegible] benefit from the program, a fraction of the estimated [illegible] million borrowers who [illegible] June 30, [illegible]



all U.S. households with a mortgage.

Industry executives say the FHA program—as well as a related initiative by Treasury—will be only marginally helpful to the housing market without the participation of Fannie Mae and Freddie Mac. The program completed three loan modifications during its first three months and received 61 applications.

Obama wants the two government-owned mortgage giants to write down underwater loans.

Participation by Fannie Mae and Freddie Mac would put additional pressure on the nation's biggest banks to follow suit. Banks have shown little enthusiasm for the programs without the two mortgage giants.

David Stevens, the FHA commissioner, said resistance by lenders has been [illegible] Obama administration officials have given lenders "a responsible way to address borrowers with negative equity, he said, and if institutions are blatantly refusing" to participate, then that is "short-sighted."

The arm-twisting is the latest sign that loan-modification efforts aren't doing enough to address the threat that more borrowers will default on so-called underwater properties.

"Letting the status quo continue is going to be much more expensive than people think," said Kenneth Rosen, a professor of economics and real estate at the University of California, Berkeley. "We've got a downward spiral in housing here, and they'd better break the back of this with some shock and awe."

The ongoing discussions underscore the sometimes awkward relationship between the Obama administration and FHFA, which has overseen Fannie Mae and Freddie Mac since their takeover in September 2008 and is charged with stemming taxpayer losses. An FHFA spokeswoman said participation in the FHA and Treasury loan-modification efforts is under review.

The two mortgage companies rarely reduce loan balances—only 10 of the 120,000 loans modified during the second quarter of 2010, according to the Office of the Comptroller of the Currency.

"We have historically counted on the fact that the vast majority of borrowers-even borrowers who are underwater-continue making their payments," said Don Bisenius, a Freddie Mac executive vice president.

Fannie Mae and Freddie Mac are reluctant [illegible] because [illegible] recoup [illegible] companies [illegible] banks to buy back certain loans when a loan defaults. Those options are relinquished when writing down loan balances.

In addition, Fannie Mae and Freddie Mac, along with other mortgage investors, are reluctant to approve principal reductions if banks that own second mortgages on the same properties also don't take losses.

Unlike most loan-modification efforts, the FHA program is open only to borrowers who aren't behind on their payments.

The Treasury Department initiative to reduce loan balances builds on HAMP, in which banks reduce monthly payments for distressed borrowers by lowering interest rates and extending loan terms.

Starting [illegible] banks were able to receive [illegible] subsidies if they first write down loan balances for borrowers owing at least 15% more than their home's current value.

S10-110105-033

Chrysler Financial

OHIO

Retail Installment Contract - Simple Interest

ACCOUNT NO. [redacted]

Parties

Contract Date 03/20/2007

Creditor/Seller

Name CRESTMONT CHRYSLER JEEP LLC

Address 25P HAGRIN BLVD

BEACHWOOD OH 44122 CUYAHOGA

Account Number

Buyer (and Co-Buyer)

Name [redacted]

Name N/A

Billing Address [redacted]

HUDSON OH [redacted] SUMMIT (Include County)

0.00 $ $ 0.00

Payment Schedule - Your payment schedule will be:

* E means Estimate

Number of Payments	Amount of Each Payment	When Payments Are Due - ☐ Monthly ☐ N/A (Beginning Date of Payment)
71	311.47	04/19/2007
N/A	N/A	N/A
N/A	N/A	N/A
+ 1 Final Payment	Amount of Final Payment 312.06	Due Date of Final Payment 03/19/2013

Late Charge. You must pay a late charge on each payment made more than 10 days late. The charge is 5% of the unpaid amount, but not more than $3.

Prepayment. If you pay off early, you will not have to pay a penalty.

Security Interest. You are giving us a security interest in the vehicle being purchased.

Additional Information. See the other side of this contract for additional information about security interest, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Filing Fees. $ N/A

Vehicle and Trade-in Information

1. VEHICLE DESCRIPTION

☐ XX New ☐ Used VIN 1C3LL46X16N[redacted]

2006 CHRYSLER SEBRING SEDAN

Year Make Model

2. PRIMARY INTENDED USE

☐ Personal ☐ Commercial ☐ Agricultural ☐ ____________

If no box is checked, or if Personal box is checked, you agree to use the vehicle for personal, family, or household purposes.

3. TRADE-IN DESCRIPTION

N/A

Year Make Model

Financing

4. ITEMIZATION OF AMOUNT FINANCED

SedAN

a. Cash Price

(i) Vehicle (including accessories, delivery, installation charges, if any) ... $ 21115.00

(ii) Sales Tax ... $ 1736.93

(iii) Service Contract (optional) ... $ 1799.00

(iv) DOC FEE ... $ 250.00

(v) Cash Price ... $ 24900.93

b. Downpayment

(i) Cash Downpayment ... $ 2500.00

(ii) Manufacturer's Rebate ... $ N/A

(iii) Gross Allowance on Trade-in $ N/A

(iv) Pay-off on Trade-in $ N/A

(v) Net Allowance on Trade-in ... $ N/A

(vi) Downpayment ... $ 2500.00

Summary of Insurance and Other Coverages (cont'd.)

6. OPTIONAL CREDIT INSURANCE AND OTHER OPTIONAL INSURANCE OR COVERAGE.

CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Optional Insurance/Coverage

Credit life and credit disability insurance end on the original due date of the last payment due under this contract.

☐ Credit Life — $ N/A *Premium*

N/A *Insurer* — N/A *Insured(s)*

N/A *Buyer's Signature* — N/A *Co-Buyer's Signature*

☐ Credit Disability — $ N/A *Premium*

N/A *Insurer* — N/A *Insured(s)*

N/A *Buyer's Signature* — N/A *Co-Buyer's Signature*

☐ Type N/A

$ N/A *Premium/Cost* — N/A *Term*

N/A *Insurer/Provider* — N/A *Insured(s)/Beneficiary*

N/A *Buyer's Signature* — N/A *Co-Buyer's Signature*

☐ Type N/A

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Signatures

[redacted]
Hudson, OH [redacted]

AKRON OH 442

usa 44

Animal Rescue
adopt a shelter pet

White House
Department of Transportation
1200 New Jersey Avenue
Washington, DC 20590

SI0-110105-033

S10-110105-033

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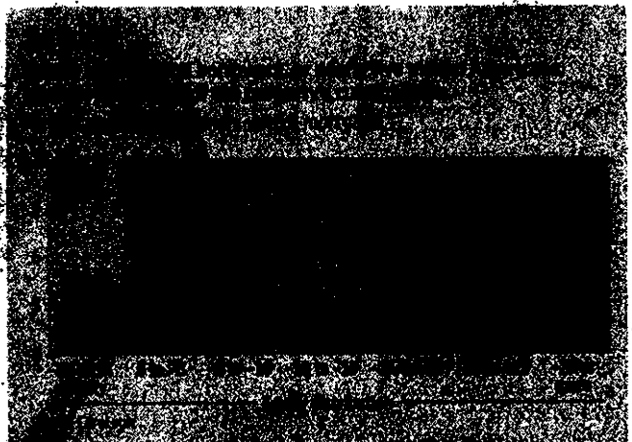
[illegible] officials estimate that [illegible] million homeowners [illegible] benefit from the program [illegible] fraction of the estimated [illegible] million borrowers who [illegible] as of June 30, [illegible]



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Billing Address [redacted]

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0.00 % | $ 0.00

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N/A *Insurer* N/A *Insured(s)*

N/A *Buyer's Signature* N/A *Co-Buyer's Signature*

☐ Type N/A

$ N/A *Premium/Cost* N/A *Term*

N/A *Insurer/Provider* N/A *Insured(s)/Beneficiary*

N/A *Buyer's Signature* N/A *Co-Buyer's Signature*

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N/A *Insurer/Provider* N/A *Insured(s)/Beneficiary*

N/A *Buyer's Signature* N/A *Co-Buyer's Signature*

Signatures

[redacted]
Hudson, OH [redacted]

AKRON OH 442

USA 44
Animal Rescue
adopt a shelter pet

White House
Department of Transportation
1200 New Jersey Avenue
Washington, DC 20590

SIO-110105-033

Office of the Secretary of Transportation
Executive Secretariat

Control number: S10-110105-033
Action office: NHTSA
Document date: 12/27/2010
Due date: 1/12/2011
Author(s): [redacted]
Subject: Complaint Against Chrysler Financial
Action: Direct Reply

Comments:

Date	Action	Action by
1/5/2011	Assigned to NVS-200 for reply	BMILLINGS
1/5/2011	Folder Sent for Draft to Action Office: NHTSA for 'Direct Reply'.	AINGRAM
1/5/2011	Updated Folder Information.	AINGRAM
1/5/2011	Work Folder Assigned to NHTSA.	MPETTIFORD
1/5/2011	Incoming File Uploaded.	MPETTIFORD
1/5/2011	Control Number Created.	MPETTIFORD

Date	Note	Note by