

**PARKER · STANBURY LLP**

**MAR 27 2012**

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March 16, 2012

**SECOND REQUEST**

Mr. Richard Palmer, Senior Vice President & CFO  
Chrysler, LLC  
1000 Chrysler Drive  
Auburn Hills, MI 48326

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

Dear Sir:

Re:

[REDACTED]

LOS ANGELES, CA [REDACTED]  
Our File No.: 3057866

Our office has recently consulted with [REDACTED] in order to assist him in attempting to resolve a dispute arising from your performance on a warranty contract.

Specifically, [REDACTED] states that on October of 2007 he purchased a new Dodge Ram 3500 (VIN # 3D3MX38C07G [REDACTED] from your company. [REDACTED] sent his vehicle back for warranty repairs related to a fuel starvation issue on several occasions. The vehicle was purportedly repaired. Shockingly, 10,000 miles after the 100,000 warranty had expired the vehicle is now melting down and un-drivable and has been sitting at Glenn Thomas Dodge since January 10, 2012. Apparently, the repairs were not completed correctly which led to 3 malfunctioning injectors again and now it will cost over \$3,100 to repair. The actual needed repairs will now cost over \$5,100.00 to resolve all 6 injector issues. Based on the conversation that [REDACTED] had with Adam at Robert Bosch, you need to replace all 6 injectors in order to have the proper balance of fuel injected into the engine. Replacing 1 injector is fine. Perhaps 2 would be okay. But once 3 injectors malfunction, you need to replace all 6, otherwise, it will never run right again and the same problem could potentially arise after just a few short months.

It is important to note that [REDACTED] has taken very good care of his vehicle and does not abuse it in any manner. In fact, not only did Jeremy the diesel tech at Lampe Dodge in Visalia mention the excellent condition of the truck but Jim Steelman (Service Manager) did as well.

The Better Business Bureau received a letter dated February 14, 2012 from a "Teresa" Senior Staff of Chrysler Group LLC. It stated that their District Manager from their California Business Center declined any further repairs due to the allegation of "vehicle modifications." [REDACTED] fervently disputes this allegation. According to Tom Bonnstetter at Glenn E. Thomas Dodge, the problem is from "Defective Parts" and not the modification or anything else. Mr. Bonnstetter stated to Brianna, a supervisor at Chrysler Customer Care on February 09, 2012 that the root cause of the problems with the [REDACTED] truck is "defective parts." [REDACTED] was present as well as Adrian from GET Dodge when Mr. Bonnstetter informed Brianna of the "defective parts" issue.

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MC  
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PW

On February 15, 2012, Tom Bonnsetter claimed that the California Regional Warranty Administration denied the claim due to the expiration date of the warranty. It appears that you may be in breach your warranty agreement by not repairing his vehicle properly during the warranty period. As of January 10, 2012, [REDACTED] has been confined to a very small rental vehicle, as his only mode of transportation. Enclosed is a statement of facts prepared by [REDACTED] for reference.

[REDACTED] has repeatedly demanded that you correct the defective work. However, you have apparently refused to correct the problems. If these issues are not resolved soon, [REDACTED] may have no choice but to hire a 3<sup>rd</sup> party to finish your job correctly. Certainly, [REDACTED] will seek reimbursement from your company. [REDACTED] is attempting to mitigate his damages by allowing your company reasonable opportunities to cure your breach of contract. [REDACTED] requests that you continue to repair the issues brought to you within the warranty period.

Please be advised that [REDACTED] has been made fully aware of his legal rights, your obligations and potential liabilities under law, and has expressed an intent to pursue any and all available legal remedies against you should this letter fail to generate an appropriate response. Please respond to [REDACTED] directly, in writing, within ten (10) days of the above date in order to avoid further legal action. Your prompt attention to this matter is greatly appreciated. Should you have any further questions or require any additional information, please contact [REDACTED] in writing, directly at the above referenced address only.

Very truly yours,  
PARKER · STANBURY LLP

By  
ALEX L. SHIA

cc: [REDACTED] (via portal)  
Kamala Harris  
Office of the Attorney General  
1300 I Street  
Sacramento, CA 95814-29219

Gale Banks  
Gale Banks Engineering  
546 Duggan Ave  
Azusa, CA 91702

Mr. David L. Strickland, Administrator  
NHTSA Headquarters  
1200 New Jersey Avenue, SE  
West Building  
Washington, DC 20590

Mr. Jon Leibowitz, Commissioner  
Federal Trade Commission  
600 Pennsylvania Avenue, NW  
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Ms. Constance Stevens  
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Southfield, MI 48076-4163

Glenn Thomas Dodge  
Mr. John Davis, General Manager  
2100 E. Spring Street  
Long Beach, CA 90755

Glenn Thomas Dodge  
Mr. Tom Bonstetter, Service Manager  
2100 E. Spring Street  
Long Beach, CA 90755

Enclosure (2)

Per your request, I will outline the warranty denial/ voidance of my 5 year/ 100,000 mile warranty.

Vehicle                      2007 Dodge Ram 3500 Cummins Diesel  
VIN:                            3D3MX38C07G [REDACTED]

October 05, 2007            Purchased at Carson City Dodge

March 10, 2010            Mileage was 66,573- I took the vehicle into Glenn E Thomas Dodge because of drivability issues. The FAULT CODE(S) that showed up on the dealers computer are as follows, P2509 and P2146 (fuel injector/electrical issue) and P0483 and P0513. The dealer reset the ECM (brain) and erased the codes. (See attached Repair Order)

May 20, 2011              Mileage was 98,982- I took the vehicle in again because of drivability issues. The FAULT CODES (P2149) now registered an even bigger problem because they did not repair the vehicle properly nor did they get the authorization from Chrysler because they were in bankruptcy at that time. They reset the ECM again and erased the code(s). (See attached Repair Order)

December 14, 2011        Mileage was 113, 094- I took the vehicle to Lampe Dodge in Visalia as I was 200 miles north of Los Angeles assisting my daughter with her move. The FAULT CODES that came up again were, P0203, P0206, P2509, P0483, P2146 and P2149. See attached dealer printout that I received from the service technician, Jeremy Hughes. Lampe Dodge put a new valve cover gasket on (all 2007 Cummins Valve Cover Gaskets have electrical wires

running through so they can actuate the electronic injectors.) I picked up the vehicle after one week on 12-21-2012.

January 10, 2012 Mileage was 114,606- I once again limped into GET Dodge in Long Beach. The truck was totally un-drivable. Bucking and coughing and spitting. Only 1,500 miles had been driven from 12-21-2012 to present and it has been sitting in the shop since 1-10-2012.

February 09, 2012 I am present at GET Dodge speaking with Tom B (Service Manager and Adrian, Warranty Manager) and Brianna (supervisor) from Chrysler Warranty is on the phone. She states that the reason for the decline in warranty repair is due to comments from Tom B that the Banks Engineering (aftermarket parts) affixed to the truck have VOIDED the warranty and that is their reason for voiding. Tom B speaks up and states, "I never said that!" The reason for the truck being in the shop is because of defective fuel injector parts on the truck. Brianna apologizes for her underling stating the wrong info in the data log. She agrees to repair the vehicle. I leave the dealership and not 15 minutes later, she calls me and declines the repairs and states the reason for the decline is because of the area "WAM" (warranty area manager) stating he is voiding the warranty due to the BANKS Engineering parts on the vehicle and she has no authority. I ask to speak with the WAM Manager and she declines my request. I ask for the fax # and she declines my request again. I ask for the name and email or anyway of communicating with the "Decision Maker" and she declines my request.

February 10, 2012 I call and speak with Brianna again and I ask to speak with the "WAM" and again I am denied access to the WAM.

February 13, 2012 I call and leave a message for Brianna again.

February 14, 2012 Brianna calls and leaves a message at 10:20AM. Warranty declined at this time.

February 14, 2012 I call looking for Brianna after she left a message stating that the repairs are being declined because of the "aftermarket products."

**The MERE PRESENCE of aftermarket components does not void or deny warranty claims! If it does, they need to PROVE that the aftermarket components caused the failure.**

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