

CI-10449879-9561

NVS-200

FEB 28 2012

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

EXECUTIVE SECRETARIAT

2012 FEB 27 P 3:02

RECEIVED - NHTSA

[Redacted]
Oceanport, NJ [Redacted]
February 21, 2012

Customer Relations and Services Department
BMW of North America, LLC
P.O. Box 1227
Westwood, NJ 07675-1227

Re: WBAEV33443K [Redacted]
Recall Campaign No. 11V-438

To whom it may concern:

We were notified by our dealership that our vehicle was recalled for campaign number 11V-438. When we brought it in for service in January 2012, it was determined that all of the necessary repairs related to this recall had already been done at our expense in 2009 and 2010. Prior to the recall, our vehicle was serviced several times to correct the problem with the rear lamps. However, since several of the repairs were done prior to the timeframe established by the recall, we were reimbursed only partially.

Kindly reconsider our request for full reimbursement, rather than penalize us for having our vehicle serviced in good faith for a defect in BMW workmanship prior to 2010. The problem with the lamp light indicators caused the warning lights to go on numerous times, which in turn prompted us to purchase bulbs and replace them ourselves, as well as bring our car in for service at considerable expense. Obviously, we were inconvenienced several times, and even purchased a 10 pack of bulbs because of the frequency of the problems we were experiencing.

We have been loyal BMW customers for more than 20 years, and yet we are being excluded from being fully reimbursed for expenses specifically related to the BMW recall based solely on the fact that our vehicle failed to operate properly prior to the established timeframe. Common sense should dictate that a problem with performance was established, and thus should be reimbursed, especially since the recall repairs were done at the customer's expense.

Enclosed are copies of the paid invoices totaling \$277.68 that we have not been reimbursed for, as well as the \$41.78 refund. Unfortunately, we do not have receipts for the replacement bulbs purchased at the dealership parts department, although we still have one of the 10 pack boxes with 2 unused bulbs, item 63 21 7 160 790.

[Redacted]

cc: National Highway Traffic Safety Administration

NAM
122812
RW



Circle Motorsport, Inc.

600 State Route 36
Eatontown, NJ 07724
Phone: (732) 440-1200

SERVICE DEPARTMENT HOURS
7:30 a.m. to 8:00 p.m.
Monday - Thursday
7:30 a.m. - 6:00 p.m. - Friday
8:00 a.m. - 4:00 p.m. - Saturday

R/O Open Date	R/O Number
2/03/09	6091289/2
R/O Close Date	Status
2/03/09	Pre-Invoice
Mileage In	Mileage Out
64960	64968
Service Advisor / Tag #	
Bob Datri/648	
Vehicle Identification Number	
WBAEV33443K	
Delivery Date	In-Service Date
	1/25/03
License Number	

Work Phone					
OCEANPORT, NJ					
Home Phone					
Year	Make	Model	Body	Color	License Number
2003	BMW	325I	4DR SDN	SILVER	
13035					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
NONE	
#5 - 017: COURTESY LOANER CAR SUPPLIED BY CIRCLE BMW	
#7 - 008: PERFORM BMW COOLANT FLUSH AND CHANGE = \$150.00 + TAX	
\$150.00	
Work performed by Kevin Schulze (268)	129.00
Installed 82 14 1 467 704 :ANTIFREEZE	1@19.10 19.10
Installed 17 11 1 712 788 :Vent screw	1@6.02 6.02
Hazardous Materials Charge	2.00
PERFORMED COOLANT FLUSH	
Sub Total: Labor: 129.00 Parts:25.12 Total: 154.12	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

"Should we have to file suit to collect on any monies owed under this agreement and/or invoice, we have the right to collect attorney's fees, costs, and interest at 1.5% per month on unpaid balance."

LABOR	258.00
PARTS	155.63
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	7.71
HAZARDOUS MATERIALS	2.00
SALES TAX OR TAX I.D.	29.63
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	452.97

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

Our dealership uses a labor time guide for calculating the labor charges for the requested repair of your vehicle. Depending upon the expertise of the technician that works on your vehicle, as well as vehicle condition, the actual clock hours may be more or less than the labor time allowance authorized by the labor time guide. Our dealership uses this system to insure consistent standardized labor charges regardless of technician efficiency or vehicle condition.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



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R/O Open Date	R/O Number
2/03/09	6091289/1
R/O Close Date	Status
2/03/09	Pre-Invoice
Mileage In	Mileage Out
64960	64968
Service Advisor / Tag #	
Bob Datri/648	

[Redacted]
 OCEANPORT, NJ [Redacted]

Work Phone [Redacted]
 Home Phone [Redacted]

Vehicle Identification Number	In-Service Date
WBAEV33443K	1/25/03
Delivery Date	License Number

Year	Make	Model	Body	Color	License Number
2003	BMW	325I	4DR SDN	SILVER	
13035					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - 018: CHECK VEHICLE EXTERIOR LIGHTING, REPLACE BULBS AS NECESSARY REAR BLINKERS ARE NOT WORKING Work performed by Kevin Schulze (268) Installed 63 21 7 165 865 :BULB CARRIER LEFT 1@61.20 Installed 12 52 7 519 956 :Socket housing 1@3.29 Installed 12 52 0 007 171 :Socket terminal SLK 2,8 6@3.86 Installed 12 52 1 433 217 :Socket contact SLK 2,8 1@1.38 Installed 61 13 8 353 747 :Cable connector 6@2.12 Installed 61 13 1 379 833 :SHRINKING HOSE 6@2.74 Installed 61 13 1 393 718 :Insulation housing, fan 2@0.75 Installed 61 13 1 387 150 :Comb type connector 1@4.22 Installed 61 13 1 387 144 :Flat contact, fan conne 6@0.84 Installed 07 11 9 975 531 :CABLE SOCKET FEMALE 2@0.78 FOUND GROUND WIRE/CONNECTOR FOR L/R BULB CARRIER BURNED AND MELTED PLASTIC CONNECTOR. REPLACED L/R BULB CARRIER AND REPAIRED WIRING AND ADDED AND EXT RA GROUND TO PROTECT FROM HAPPENING AGAIN. Sub Total: Labor: 129.00 Parts:130.51 Total: 259.51 X 7% = 277.68	129.00 61.20 3.29 23.16 1.38 12.72 16.44 1.50 4.22 5.04 1.56
#2 - CTF: CHECK FLUIDS AND TOP OFF LEVELS AS A COURTESY TO THE CLIENT TOPPED OFF FLUIDS	
#3 - QC: PERFORM QUALITY CONTROL OF CAR ALL LINES PASS QC 239	
#4 - CFSC: CHECK FOR OPEN SERVICE CAMPAIGNS	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.
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 DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.
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PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

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R/O Open Date	R/O Number
6/04/10	6120212/1
R/O Close Date	Status
6/04/10	Pre-Invoice
Mileage In	Mileage Out
77887	77887

Service Advisor / Tag #
Bob Datri/5182

Vehicle Identification Number
WBAEV33443K

Delivery Date
1/25/03

Work Phone
 Home Phone

OCEANPORT, NJ

Year	Make	Model	Body	Color	License Number
2003	BMW	325I	4DR SDN	SILVER	
13035					

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - CFSC: CHECK FOR OPEN SERVICE CAMPAIGNS	
#2 - CTF: CHECK FLUIDS AND TIRE CONDITION AS A COURTESY TO THE CLIENT Sub Total: .00	
#3 - QC: PERFORM QUALITY CONTROL OF CAR ALL LINES PASS QC Sub Total: .00	
#5 - Customer Reports: CUST STATES BULB WARNING LIGHT ON REPORT Work performed by Cornelius, Lance (285) Installed 07 11 9 975 531 :CABLE SOCKET FEMALE 1@0.35 FOUND RIGHT REAR GROUND WIRE BURNT REPAIRED GROUND CONNECTOR Sub Total: 39.05	38.70 .35
#6 - Customer Reports: CUST STATES RIGHT REAR WINDOW WONT GO UP REPORT Work performed by Cornelius, Lance (285) Installed 51 35 8 212 100 :ELECTR.WINDOW LIFTER RE 1@133.26 Installed 07 14 7 153 450 :SELF-LOCKING HEX NUT 3@0.51 Installed 08612 :3/8" RIBBON SEALER 1@8.95 REPLACED RIGHT REAR WINDOW REGULATOR Sub Total: 466.24	322.50 133.26 1.53 8.95

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SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

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[REDACTED]
Oceanport, NJ [REDACTED]



Administrator
National Highway Traffic Safety Admin
1200 New Jersey Ave SE
Washington DC 20590

