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Friday, March 1, 2013

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EXECUTIVE SECRETARIAT

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RECEIVED - NHTSA

Mr. David L. Strickland
Administrator
National Highway Traffic Safety Administration (NHTSA)
1200 New Jersey Avenue, SE
West Building, Suite # W42-300
Washington, DC 20590
V = (202) 366-9511 / (888) 327-4236
F = (202) 366-2106

Attn: Ms. Yvonne Clarke, Executive Administrative Assistant to the Administrator of NHTSA
Re: Complaint # 516508

Dear Mr. Strickland:

My name is [REDACTED] and I am writing to you as a (retired) Postmaster of the United States Postal Service and the owner of a 2008 Porsche Cayenne, which I purchased brand new from Inskip Porsche in Warwick, RI on (2/4/08), with only 24 miles on the odometer. In recent years, my family, along with several close friends have purchased brand new Porsche automobiles from this same car dealership, as I was excited upon finally having the opportunity to acquire my very own. Through my course of ownership, I have experience numerous safety problems (electrical and brakes), which resulted in me filing my first of two separate Lemon Law Arbitration Case Complaints against (the dealer) Inskip Porsche and (the manufacturer) Porsche Motor Cars North America.

With hopes of building of what I would have hoped to have been a more positive consumer / merchant relationship with Inskip and Porsche, I settled the first 2009 Arbitration Case, with an expectation that all of my car problems (current, past & present) would be properly identified and resolved. Since this initial Arbitration Case and Settlement on (9/23/09), I have brought my Porsche Cayenne back to (the "same" dealer) Inskip Porsche (8) separate times for a total of (11) times for the same electrical / software problem. This on-going problem uncontrollably affects the proper positioning of the outside mirrors and the overall safety aspect when operating the vehicle. I have experienced at least 4 near miss accidents when other motor vehicles that were traveling either alongside me or in back of me, were visibly hidden in my blind spot. Upon taking my car to Inskip Porsche on (12/19/12), they inadvertently drained down the battery in their attempts to duplicate the problem. As a result, I was required to purchase a new battery for \$600.00, before they would agree to further diagnose the problem. Prior to this particular repair visit, I never experienced any problems with my battery. Most recently I returned the car to Inskip Porsche on (1/24/13) where it has been there ever since for (37 days) and counting as of today (3/1/13). While not getting anywhere with either (the dealer) Inskip Porsche or (the manufacturer) Porsche Cars North America, I decided to exercise my consumer rights by filing a 2nd Lemon Law Arbitration Case, which is scheduled on (3/7/13) at 10:00 AM at Inskip Porsche located at 1515A Bald Hill Road, Warwick, RI 02886 V = (401) 821-1510.

Dating back from the very beginning of this situation, my car has been out of service and at this same dealership Inskip Porsche for a combined period of over (100) + days since I have owned it. In hopes of resolving the problem, Porsche has replaced the on-board computer control module at least (7) times, as their Field Technical Expert suspected that there may be either an unidentifiable electrical shortage or a computer related software virus lurking somewhere within the car's electrical system, thus causing the problems. The bottom line is that Porsche does not know what the problem is, and therefore wants to dismiss it. Despite this high number of visits and replacement parts, the problems have continued, to where I no longer feel safe driving this car. Adding insult to injury, both the dealer and the manufacturer had failed to place me in a 'like' quality or similar size loaner vehicle, as I am deemed physically disabled with a hip injury and unable to sit comfortably inside a smaller car which sits lower to the ground.

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Another issue pertaining to the lack of quality of this particular vehicle relates to a small rip that I had found along the outer side of the driver's seat, where the leather rubs and pinches against the hard and ridged plastic casing of the seat comfort control unit when you sit down. An obvious product design flaw for anyone looking at it, as I have seen this very same type of abnormal wear and tear on the driver's side seat of other similar Porsche Cayenne automobiles. While this problem was eventually fixed under warranty by replacing the seat cover, both the dealer and the manufacturer insulted and discriminated against me by stating that "I sit in my Porsche automobile like a woman!" I enter and exit my vehicle normally, like most any other person does, except for a slight adjustment when I sit "back-in-first", as a way to protect my arthritically painful hip.

As of late this evening (3/1/13), I was contacted by Inskip Porsche, as they had informed me that my vehicle was finally ready to be picked up after (37) days inside their repair facility, as this represents the beginning of the 11th visit for the same problem on (1/24/13). With grave concerns regarding the reliability and safety of this vehicle, I have lost total confidence in my car, as they have made similar claims in the past that were absolutely false. In order for me to feel safe and comfortable in taking possession of my vehicle before the 2nd Arbitration Hearing takes place on (3/7/13), I am requesting a written release form from both the dealer and the manufacturer, as such release would indemnify me of any fault, damages, costs, and liability, if I should get into an accident as a result of the on-going mirror safety issue. Ultimately as an owner of an unsafe and unreliable Porsche Cayenne automobile that has been to the authorized Porsche Repair Facility (11) separate times for the same safety related problem, I have lost not only confidence in the vehicle, but also the diminished resale value of the car, since I would have to disclose any problems to any potential future buyer.

In preparation for next week's Arbitration Case, I have consulted with legal and State officials and feel extremely confident that at the end of this ordeal justice will prevail: 1.) my attorney (McKinnon & Harwood of Pawtucket, RI) 2.) Rhode Island Attorney General, 3.) Rhode Island Department of Motor Vehicles, and leading Automotive Industry experts from across the country. It is my expectation to receive a fair and equitable Cash Settlement that would make me "financially whole" again as a result of my out of pocket expenses relating to the maintenance and upkeep of a defective vehicle. The hopeful repurchase of my defective and unsafe vehicle falls under the United States Consumer Protection Law The Magnuson-Moss Warranty Act of 1975, (America's 1st Lemon Law imitative). In closing, I would like to thank you for your attention to this matter, as I would appreciate your personal involvement in helping to resolve this issue.

Please feel encouraged to contact me if you have any questions.

Sincerely,

Warwick, RI [REDACTED]

E-Mail: [REDACTED]

Home = [REDACTED]

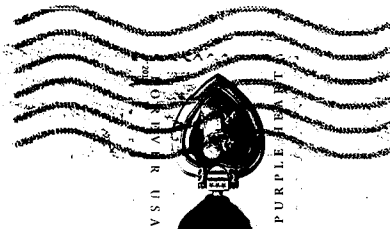
Cell = [REDACTED]

CC:
Mr. Detlev von Platen, President and CEO of Porsche Cars North America, Inc. (PCNA)
Mr. Roger Penske, Owner, CEO, and Chairman of Inskip Porsche Inskip's Warwick AutoMall / Penske Automotive Group
Mr. David L. Strickland, Administrator United States National Highway Traffic Safety Administration (NHTSA)
Mr. Raymond H. LaHood, Secretary United States Department of Transportation (DOT)
Local / Regional / National / International Press and Media Affiliates

Warwick, RI

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