

CI-10643420-3875

NHTSA Headquarters

1200 New Jersey Ave, SE

West Building

Washington DC, 20590

EXECUTIVE SECRETARIAT
RECEIVED-NHTSA JUL 14, 2015

2015 JUL 27 P 3:33

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

JUL 28 2015

Regarding: Multiple failure of the same electronic component that totally disables the vehicle and requires costly repairs.

To whom it concerns,

I am writing to inform you of a serious and costly vehicle problem and to request your immediate assistance. I own a 2005 Chrysler Crossfire which I purchased in 2006. I bought the car from a dealership as a new car in June 2006, while I was home for a 2 week leave from a deployment to Iraq. The car still has low mileage (18,000 miles). It was kept in my garage and only driven in good weather conditions. However, I have had problems with the SKREEM module, which is an electrical component, and when it malfunctions, it disables the vehicle, stranding me and requiring the car be towed to the dealership for repair. When I first purchased the vehicle, the security system, which is one of the SKREEM module functions, never functioned properly, but the dealership passed it off as a "silent alarm". Eventually, in 2012, the car became disabled by the SKREEM. The car would not respond to the Kiosk to unlock, and it would not start when using the key. I had it towed to the dealership and the service department replaced the SKREEM module at great cost to me. Afterward, the security system functioned properly with a loud siren that never functioned previously. However, a year later the SKREEM module failed again. This time when it happened, the service misdiagnosed the problem as a different module which was another costly replacement. After receiving the car back from the dealer service department, it disabled itself the next time I drove it. The dealership then had the vehicle in their service department for 2 months for diagnosis, and determined that the SKREEM module was at fault, and they replaced it a third time. The third time they did not charge me. However, I had already paid over \$2,000.00 for the first two repairs that did not work.

While I was going through this ordeal, I researched the vehicle on the internet. I found many reports by owners having the same problem with the car becoming disabled, not being able to start, and requiring a costly replacement of the SKREEM module.

The next time I drove the car after the SKREEM was replaced for the third time, when I went to close the door, the door handle sliced open my fingers. I enclosed a photo of my fingers after I was able to stop the bleeding by applying pressure using my shirt to absorb the blood. I called the dealership and reported that the handle now has a sharp area that is dangerous. I told them it was not that way prior to the last time it was towed to the dealership and held for 2 months while they diagnosed and repaired

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it. They told me they did not disassemble the door, so it was not their fault. However, to diagnose and repair the car, the mechanics were in and out of the car multiple times. I noticed all the greasy smudge marks on the passenger side door handle after I was injured on the driver side door handle and checked the door handles. So, it is conceivable to me that the mechanics grabbing the door handle repeatedly made the chrome edge flair out and become a razor. All I know is that the door handle never cut me previously, and I never noticed a sharp edge the many times I used the door handle prior to the third time the SKREEM module was replaced. The dealership informed me that I need to contact the manufacturer, start a case and then the manufacturer will pay the dealership to repair the door handle. I did so and the manufacturer sent out someone to do an inspection. Several weeks after the inspection, I received a letter from the manufacturer that they determined that they are not at fault. I have enclosed a copy of their letter as well.

While I was going through the ordeal of the continual failures of the vehicle and costly repairs that were unsuccessful, I wrote letters to the manufacturer and mailed the letters certified, signed receipt required. They did not reply to either of my letters. I have enclosed copies of the letters.

In the letters I explained my frustration with the situation, and that I felt it is fair that I am reimbursed for my unsuccessful repairs, my expenses of the car (auto insurance) that I was paying even though I could not use the car while being repaired for a total of 4 months and/or to be reimbursed for the car as whole, as the lemon law provides. I stated that I will pursue a lemon law and utilize every appropriate resource I can to address the problem with the car.

I no longer trust the vehicle, and I am concerned that the SKREEM module will fail again in the future. I own a car I do not want to use for concern of being stranded again. Previously, when it failed, it was at great inconvenience to me, in regards to my time waiting for a tow truck, the cost of repairs, the cost of owning a car that I cannot drive while it is at the dealership, and the frustration of continual failure of the vehicle. Moreover, I would like to sell the car and just be free of the stress and headache it has produced. Unfortunately, the car is now devalued due to the door handle now being coated in duct tape, so that it no longer slices my or anyones fingers open. Also, I feel it will be difficult to receive a full market value due to the multiple failures and repairs required of the vehicle.

I looked into a lemon law case, but I live in New Jersey, and they have a 6 year time frame for the lemon law. I bought the car in 2006, and the first time the SKREEM disabled the car, was in 2012, which was 6 years. However, after having it repaired the first time, it worked for a year until it failed again. I contacted a lemon law lawyer the third time it failed. By then it was already 2014, and they said there is nothing I can do under the lemon law since it was over 6 years. So, I am left in a situation in which I paid a lot of money for a car that was never functioning properly the day of purchase. By the time I went through the ordeal of all the failures and costly repairs that did not resolve the problem, it was too late to pursue the lemon law. Now, I have a car that I do not trust, it has a razor sharp edge on the door handle and I cannot sell it at a full market value as a result. The manufacturer produced and sold a faulty product, they refuse to reply to my letters to them, and they refuse to own up to the dangerous door handle.

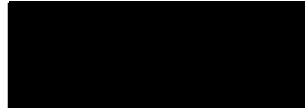
There needs to be some type of oversight that holds Chrysler accountable for their product failures. Moreover, there needs to be an objective 3rd party that makes determinations of fault, such as with the door handle that sliced my fingers open and the faulty SKREEM module that never worked properly, and has failed multiple times requiring several costly replacements. So, I am formally filing this complaint against Chrysler regarding my Crossfire with the NHTSA. I appreciate any assistance you can provide me.

Thank you very much for your attention to this matter.

Very Respectfully,



Cherry Hill, NJ [REDACTED]



P-3-B3
DSB



Cherry Hill Dodge Chrysler Jeep



1708 W. Marlton Pike
Cherry Hill, N.J. 08002



Service (856) 665-9000 Parts (856) 382-1690

www.cherryhilltriplex.com

CHERRY HILL NJ		VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
		1C3AN65L95X		16311	02/02/13	
		YEAR	MAKE	MODEL	COLOR	TAG NO.
		05	CHRYSLER	CROSSFIRE	SILVER	
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.
					00/00/00	903
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
	06/13/06	3331	16310	01/26/13	00/00/00	3.2L V6 SOHC 18V N

OUR STAFF AT CHERRY HILL DODGE/CHRYSLER/JEEP HOPE YOUR EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT US AT 856-665-9000. THANK YOU.

ARE YOU PREPARED FOR THE WINTER? IT'S HERE!
ASK US ABOUT OUR WINTER SPECIALS!

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A +						
Com	VEHICLE WILL NOT START					
Cor	DIAGNOSE NO START/NO CRANK DIAGNOSTICS, REPLACED KEY AND SKREEM MODULE, RETESTED					
	A18				C	396.00
	5099541AA	MODULE	DOOR	1	C	175.00
	5099684AA	KEY	NONE	1	C	160.00
	5102905AB	ELEMENT	ENGINE	1	C	27.56
	Line Total.....					758.56

B +
Com 4000 MILE SERVICE INCLUDES:
SCOPE ENGINE FOR BETTER FUEL MILEAGE
ENGINE DIAGNOSTIC SCAN TO CHECK FOR INTERNAL FAULT CODES
CHANGE OIL, FILTER AND LUBE
CLEAN CRANKCASE BREATHER AND PCV VALVE
CHECK AND ADJUST BELTS
ELECTRICAL SYSTEM TEST-CHECK HORN, WIPERS, LIGHTS AND BATTERY
CHECK FLUID LEVELS
CHECK THROTTLE BODY
INSPECT TIRES FOR CUTS AND WEAR, SET TO PROPER PRESSURE
LUBRICATE ALL DOOR LOCKS AND HINGES
** FRONT BRAKES 60%

CUSTOMER COPY - PAGE 01

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)



Cherry Hill Dodge Chrysler Jeep

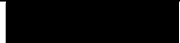


1708 W. Marlton Pike
Cherry Hill, N.J. 08002



Service (856) 665-9000 Parts (856) 382-1690

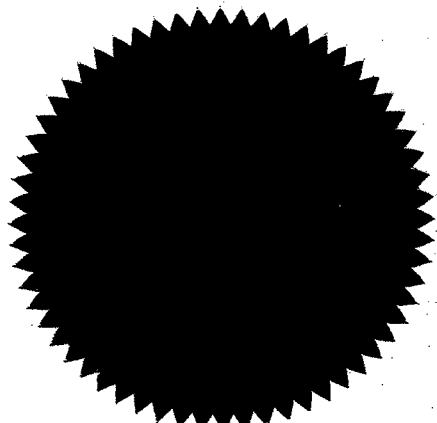
www.cherryhilltriplex.com

 CHERRY HILL NJ 				VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
				1C3AN65L95X 		16311	02/02/13	
CUST. NO.		LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
						00/00/00	903	CASH
CUST. LABOR RATE		DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE		
		06/13/06	3331	16310	01/26/13	00/00/00	3.2L V6 SOHC 18V N	

OUR STAFF AT CHERRY HILL DODGE/CHRYSLER/JEEP HOPE YOUR EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT US AT 856-665-9000. THANK YOU.

ARE YOU PREPARED FOR THE WINTER? IT'S HERE!
ASK US ABOUT OUR WINTER SPECIALS!

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
	REAR BRAKES 80% COOLANT GOOD TO - 32 DEGREES ALTERNATOR 13.5 VOLTS BATTERY 12.2 VOLTS TIRE PRESSURES 33 PSI DIAGNOSTIC TEST SHOWED NO FAULT CODES					
	264K		A18		C	33.57
		5127394PB OIL	5W40	9	C	69.21
Code	Misc Charge	Inv#/Info	Days Hours			
	COUPON DISCOUNT PAR				1.0 C	20.00-
Line Total.....						82.78



Labor	429.57
Parts	431.77
Sales Tax	58.89
Misc Charge	20.00-
TOTAL-CUST-CASH	900.23

CUSTOMER COPY - PAGE 02

STATEMENT OF DISCLAIMER

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On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

Receipts - Letters to Chrysler

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE

1. Article Addressed to:

Chrysler Customer Assistance
PO Box 21-8004
Auburn Hills, MI
48321-8004

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

B. Received by (Printed Name)

C. Date of Delivery
NOV 26 2014

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:

Chrysler Customer Assistance Center
PO Box 21-8004
Auburn Hills, MI
48321-8004

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[Redacted]

B. Received by (Printed Name)

C. Date of Delivery
NOV 28 2014

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes



Cherry Hill Dodge Chrysler Jeep



1708 W. Marlon Pike
Cherry Hill, N.J. 08002

CHRYSLER

Jeep

Service (856) 665-9000 Parts (856) 382-1690

www.cherryhilltriplex.com

CHERRY HILL NJ				VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.
				1C3AN65L95X		17520	10/20/14	
				YEAR	MAKE	MODEL	COLOR	TAG NO.
05		CHRYSLER	CROSSFIRE	SILVER				
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS	
					00/00/00	425	CASH	
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE			
	06/13/06	3331	17512	10/08/14	00/00/00	3.2L V6 SOHC 18V N		

OUR STAFF AT CHERRY HILL DODGE/CHRYSLER/JEEP HOPE YOUR EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT US AT 856-665-9000. THANK YOU.

ARE YOU PREPARED FOR THE SUMMER SEASON?
ASK US ABOUT OUR SPRING AND SUMMER SPECIALS!

LINE	OP. CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A +						
Com	CUSTOMER STATES KEY FOB DOES NOT OPERATE DOOR LOCKS AND VEHICLE WILL NOT START.					
Cau	PERFORMED SYSTEM TEST FOUND CENTRAL TIMING MODULE SHORTED					
Cor	REPLACE AND PROGRAM CENTRAL TIMING MODULE.					
	A07				C	643.50
	5102774AA ACTUATOR POWER			1	C	650.00
	Line Total.....					1293.50

Labor	643.50
Parts	650.00
Sales Tax	90.55
TOTAL-CUST-CRCARD	1384.05

Paid - but it did not fix the problem.

CUSTOMER COPY - PAGE 01

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)



May 20, 2015

Cherry Hill, NJ

RE: Cair:
VIN: 1C3AN65L95X
Vehicle: 2005 Chrysler Crossfire

Dear

This will further acknowledge contact to Fiat Chrysler Automobiles, regarding your 2005 Chrysler Crossfire.

naturally, we were sorry to learn of the incident described to us during the initial contact. However, we have had the opportunity to review the inspection report and must inform you that we are not led to believe that the incident was due to a manufacturing responsibility. Therefore, we must respectfully decline any assistance associated with this incident.

Based on this information, we can only suggest that you refer this matter to your insurance carrier. Should they feel a manufacturing responsibility exists, they have full subrogation rights under the terms of your policy.

Thank you for allowing us the opportunity in reviewing this matter with you.

Sincerely,

Lisa Martinez

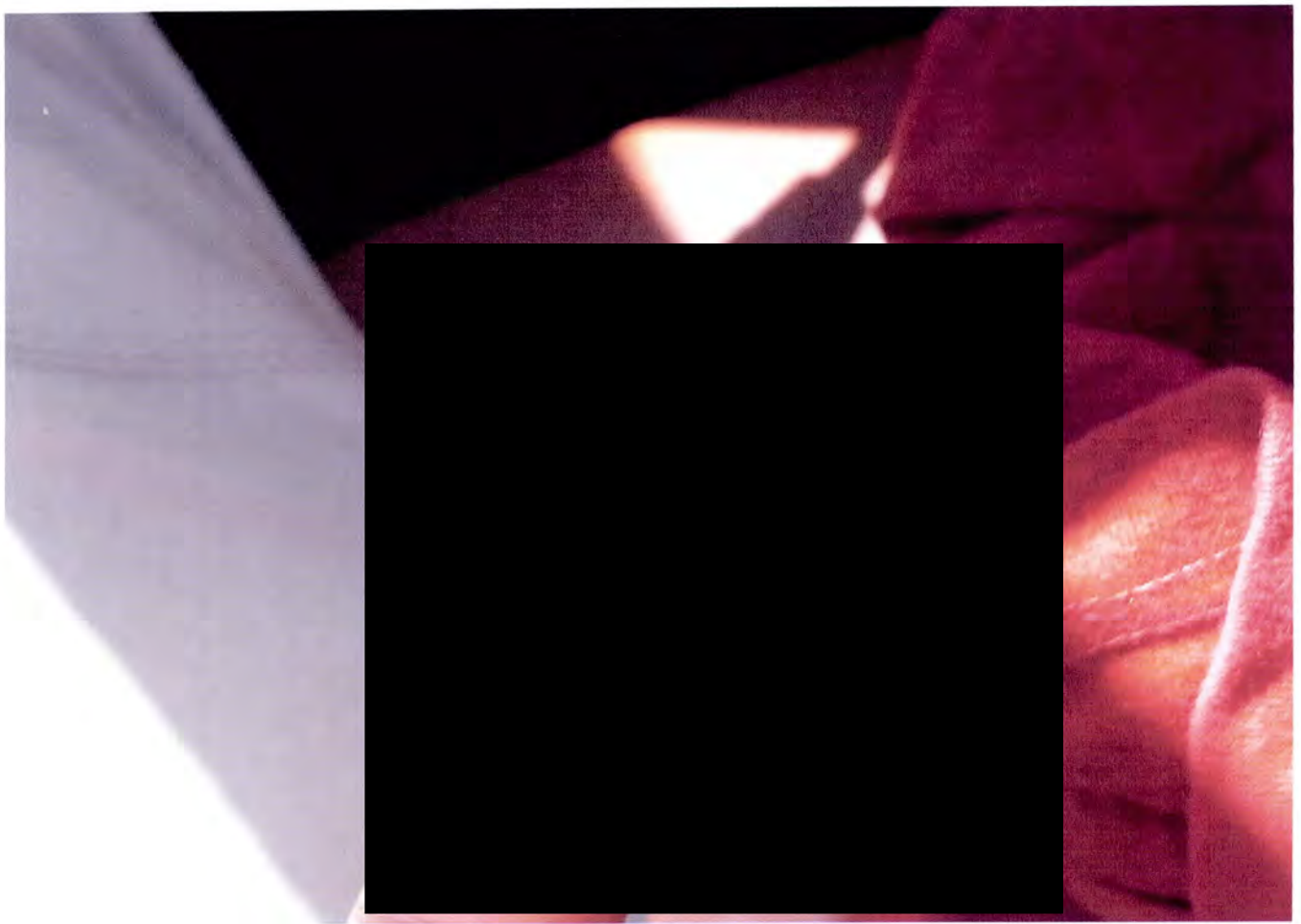
Lisa Martinez
Special Investigations
586-274-8169

LMM/sk

re: door handle
cutting fingers - see photo.
Chrome edge peeling
and is razor sharp.

Phone 800.992.1997

Chrysler Group LLC | CIMS 484-04-04 | P.O. Box 21-8004 | Auburn Hills, MI USA | 48321



Copy of 1st letter to Chrysler - no reply

Chrysler Customer Assistance Center

November 23, 2014

PO Box 21-8004

Auburn Hills, MI 48321-8004

RE: Consumer options for reimbursement for my 2005 Chrysler Crossfire that has had multiple electronic system failures that disable the vehicle and require expensive repairs, which have not resolved the problem.

To whom it concerns:

I am writing regarding issues I have been having with a 2005 Chrysler Crossfire (VIN: 1C3AN65L95X [REDACTED]) that I purchased from a dealership: Mall Chrysler (dealership has since moved and is now called Cherry Hill Triplex, Cherry Hill, NJ), in June 2006. The dealership was selling the Crossfire as a new car at a new car price. At the time of purchase, I asked why there was over 3,000 miles on the odometer. The explanation was that, the dealership had purchased the car from another dealership (Newark Chrysler Jeep in Newark DE), and the Newark, DE dealership had put the miles on the car. But, they reassured me that it is a new car and I would still be the first title holder of the car. The dealer then proceeded to sell me the car, but upon review of the contract as I prepared for writing this letter, I noticed they marked the contract as a "used" car contract.

At the time I purchased the Crossfire, I was home for a 2 week military leave from the war in Iraq. After agreeing to buy the car and signing the contract, I had to return to the war in Iraq, and my parents, who had power of attorney for me while I was deployed to Iraq, finished the transaction by delivering the payment and driving the Crossfire to my home. My father would start the car, back it out of the garage and run the engine several times a week to promote oil flowing and exercising the moving parts, until I completed my deployment to Iraq and returned home. Following is a chronological series of events that have occurred with the Crossfire since then.

When I returned home from Iraq, I began to drive my Crossfire. At that time it was my only vehicle. As I was learning how to use all the features, I noticed I did not have the navigation CD's for the GPS navigation system. I went to the dealership asking for navigation CD's. At first the dealership would only give me navigation CD's if I paid for them. After several refusals from the dealership to give me navigation CD's, I finally convinced them to provide me with the navigation CD's by showing them the original purchase sticker, which listed the navigation system and the price I paid for that component.

I also noticed that the "panic" button on the hand held key (kiosk) did not work. When I pushed the red panic button nothing would happen. I asked them about it, and I was told that my Crossfire has

a "silent" security system, and that it just disables the vehicle from starting. I read in the owner's manual that a siren should sound, so I always wondered why the mixed message. So, I had asked about this on other later occasions when I had the car to the dealership for oil changes. I was told the same thing, that it is a silent security system that just disables the car from starting. On one occasion, as I picked up the car after the oil change, I was told that the mechanic said the battery in the kiosk was low and that is why the panic button does not respond. This did not make sense to me since the kiosk still worked to lock and unlock the car. Not knowing any better, I just continued to operate under the guidance that my Crossfire has a silent security system.

Since this was my pride and joy car, I kept it in the garage when not being driven, and I only used it in nice weather (avoiding rain and never in the snow). I quickly realized I needed to purchase another vehicle that I can drive in the snow. So, I bought a used SUV crossover as a secondary car that I use in bad weather and to lug around any large items. The Crossfire was my pleasure vehicle. But, later on, the second vehicle became a major asset when the Crossfire would unexpectedly stop working.

The first time I noticed an obvious electronic component failure was when the radio and navigation system stopped working. I took it to the dealership and they replaced it. This is evidenced by the enclosed receipt dated "received for repair" 8/6/06 (which must be incorrect, because I did not return home from Iraq until October 2006, so I believe the repair was in August of 2007). The date "repair was completed" is listed as 8/16/0? (The writing is not legible, but it appears to be 07 or 09). This was covered by the warranty.

There were a few random occasions when the key would get stuck in the ignition lock cylinder, either when trying to start the car, or when turning off the car. But, after some play with the key, I could eventually free it. I did not think to address this at the time, just assuming I must have pushed or pulled the key at an angle. I now wonder if this problem is also related to the multiple electronic problems of the Crossfire.

In December of 2012, my Crossfire stopped working. The car would not respond to the kiosk. So, I manually unlocked the car, but it would not start. I set up a battery charger, since, I assumed the battery had died. However, it still would not start after using the battery charger. This entire time there was never any siren that sounded. In January 2013, I made arrangements for the car to be towed to the dealership. I was told the SKREEM Module needs to be replaced, and I will also need a new kiosk, because the replaced SKREEM module will not respond to the original kiosk signal. It was frustrating enough to have to pay so much for the electronic part that malfunctioned, but, it was even more aggravation to have to pay an additional \$160.00 for a new key to match the replacement SKREEM module, when I had paid for keys when I purchased the car. I feel that since I paid for a new module, the corresponding key for that module should have been provided at no cost, or the replacement part should be programmable to match the existing keys. The car was towed January 16th and I received it on February 2, 2013. It cost me \$900.23 for parts, labor and taxes. The car worked fine after that repair, however, I did not feel full confidence that the Crossfire would not break down like that again.

In October 2014, the Crossfire stopped working again. The car would not respond to the kiosk. So, I unlocked the door manually with the key. When I opened the door, the alarm system sounded a very loud siren that continued for several minutes. The lights also blinked as the siren sounded. This was a surprise to me, because previously the siren never worked with the panic button, or the first time the car disabled itself. Still, the car would not start. I made arrangements for the car to be towed to the dealership. It was towed on October 8, 2014. When the service representative first called me after receiving the car, he told me that the failure is believed to be a component in the trunk and to test and confirm that it is, the mechanic will have to disassemble the back of the car to get access to the trunk, since the trunk will not unlock via the kiosk. I was then informed this will cost several hundred dollars for the time spent just gaining access to the trunk, separate from the cost of replacing the component. Having no other option, I told them to proceed. At this point, I became concerned this will be another very expensive repair. The service representative also told me that there was water that leaked into the dashboard. I keep the car in my garage and had not driven it in the rain for a very long period of time. However, the night the car was towed to the dealership, it was parked outside in the dealership's lot. That night there was a heavy rain storm. So, the water the mechanic reported in the dashboard would only have been from that night's rain. Therefore, there is a poor seal leaking water inside the dashboard from the windshield, or some part of the car which is not visible when it occurs. The mechanic told me it is common to see this problem in Crossfire convertibles and that the water leak may have led to the previous failure of the SKREEM module. I am now concerned the leaking water also may have corroded electronic components that have not failed as of yet, but may do so in the near future.

After the SKREEM module was replaced, the siren in the Crossfire now worked. This means the car did have a siren and that it was not a "silent security system" but an alarm system that was meant to make noise with the siren as well as blink the lights. This also means that the original SKREEM module (or some related component that was affected by the SKREEM being replaced) never worked properly, even at the time I purchased the vehicle. It also means I was misled by being told my car has a "silent security system" when I would inquire about the panic button not working. It also means I was driving the car with faulty electronic components the entire time I owned it.

After the mechanic disassembled the Crossfire to get into the trunk, I was then told by the service representative that it was the central timing module located in the trunk that failed and needed to be replaced. Having no other option, I had them replace the part. For this job, I paid \$1,384.05. I received the car back from Chrysler on October 20, 2014. I called customer service to discuss this while the car was still at the dealership being repaired.

After this repair, I drove the Crossfire three more weeks. Then, on November 11, 2014, I drove it to work. At the end of the work day, I went out to the car. It unlocked when I used the kiosk to unlock it. However, it did not start, and once again the engine became disabled. I had the car towed to the Chrysler dealership that same day and it is still at the dealership at this time. While waiting for the tow truck, I called Chrysler customer service to express my frustration at the continued cost of repairs, loss of my time, inconvenience of being stranded and my total and complete loss of any trust and confidence in the Crossfire and Chrysler's ability to fix it. Also, as events have unfolded I am disappointed that my "pleasure car" was sold to me under fraudulent terms. Rather than the dealership addressing the

malfunctioning electronics noted by the lack of response to the panic button, I was repeatedly lied to and mislead. At this point, I no longer feel safe to drive the car, and I no longer trust that the car will start when I need it to start. Therefore, I never wish to drive it again. First, I have a concern that some electronic part will fail that leads to an inability to control the vehicle, which could lead to a crash and loss of my own or another's life. Also, I now have a confident expectation that I will be stranded again by the engine disabling itself. I no longer feel that I can drive the car anywhere and trust that it will start again for the return trip. I also feel that the vehicle no longer has a resale value. If I were to try to sell the vehicle, I would, by law, disclose the problems I have had with it, not only making it difficult to sell but any sale would not retain the resale value it would have if in pristine condition of only normal wear and tear. I was given the case number [REDACTED] by the representative I spoke to at Chrysler customer service. I have also been contacted by Suzzie from customer service (3 emails and 1 phone call), who could only tell me that the car is at the dealership being diagnosed with internal assistance from Chrysler.

I want to consider all my options at this point in time. I flat out refused to continue to drive the Crossfire for the reasons described above. I paid a lot of money to purchase the vehicle, and I paid the full amount in cash in good faith expecting and believing I was receiving a vehicle with all components functioning properly. I took good care of it. I have now paid over \$2,200 for replacing faulty electronic components with no success at resolving the problem. The car is also very costly to insure, so I want to unload the vehicle as soon as possible, to save myself the cost of insuring a vehicle that I no longer trust or feel safe to drive. To date, as a result of the continued electronic failures disabling the vehicle, the vehicle has been out of service for a total of 42 days and counting when you consider the SKREEM module replacement (lasting 12 days), the central timing module replacement (lasting 17 days) and the present time at the dealership (13 days and counting) being diagnosed. I would like to give Chrysler a chance to work out a resolution with me. I am willing to have Chrysler buy back the Crossfire from me at the same amount determined by the Lemon Law equation (Sale price minus deduction for personal use, based on mileage driven). This would save both Chrysler and myself the time, additional expenses and inconvenience of a court case for the lemon law. I would also like reimbursement for the electronic module replacement costs I have already paid.

If Chrysler is not willing to resolve this issue directly with me, then my other option is to pursue a lemon law case with Chrysler for the 2005 Crossfire referenced throughout this letter. This is based on the occurrences that: 1) it is apparent that the car was sold to me with a malfunctioning SKREEM module. This is demonstrated by the lack of siren and blinking lights when the panic button was pressed on the kiosk the entire time I owned the vehicle until the SKREEM module was replaced in 2013 at which point the siren and alarm properly functioned, 2) I was never informed in an honest full disclosure of the malfunctioning SKREEM and security system electronics when I would ask about the lack of alarm/siren in response to the kiosk panic button. Instead, I was told, untruthfully, that it is a "silent security system". Once I was told that it is just because my "kiosk battery is dying" even though it worked fine to lock/unlock the doors, 3) the malfunctioning SKREEM module was never properly addressed, leaving me vulnerable to the car breaking down as it did, 4) multiple failures of electronic components of the car and despite replacing these parts, the car is still malfunctioning, 5) the mechanic reporting water leaking

into the dashboard from the windshield (which is due to a poor design or manufacturing flaw, since the windshield has no cracks or breaks), 6) this water in the dashboard may have damaged other electronic parts that may lead to further break downs of the car, 7) the fact that the car has now repeatedly broken down in the same manner by failure of the electronics that disables the car from being able to start, 8) the fact I spent a lot of money on the original purchase of the car in good faith, expecting to receive a car in full functioning condition, and despite taking excellent care of the car and keeping it in a garage when not in use, it continues to break down with electronic component malfunctions, requiring very expensive repairs, 9) despite the continual repairs, the car continues to break down and is presently at the dealership again due to the same problem, 10) and, as a result, I, the car owner, no longer have any faith or confidence in the car being safe to drive, with grave concern that at the very least the car will strand me again and at worst that another electronic failure could lead to a crash with injury or loss of life. The Crossfire has design and production flaws that have led to this situation. It is not the from owner misuse or negligence. This letter is to give notice to Chrysler that this situation is unacceptable. I no longer wish to own this car due to all the ongoing unresolved costly problems and safety concerns. I am giving Chrysler a chance to work this situation out with me directly. If Chrysler is not willing to work this situation out with me, then I will pursue the New Jersey lemon law (N.J.S.A. 56:12-29 to 56: 12-49) to seek relief for the severe problems that have and still are impairing the use, value and safety of the vehicle, the above referenced 2005 Chrysler Crossfire.

I look forward to hearing from Chrysler soon, and thank you for your assistance.

Very Respectfully,

[REDACTED]

Cherry Hill, NJ [REDACTED]

[REDACTED]

2nd letter to Chrysler - also they did not
reply.

Chrysler Customer Assistance Center
PO Box 21-8004
Auburn Hills, MI 48321-8004

February 14, 2015

RE: 2005 Chrysler Crossfire SKREEM module failures. Seeking reimbursement of \$2,440.00 for multiple unsuccessful repairs. Lemon Law Suit if not addressed.

To whom it concerns:

This is my second formal correspondence regarding issues I have been having with a 2005 Chrysler Crossfire (VIN: 1C3AN65L95X [REDACTED]). After numerous repairs, expenses and no response by Chrysler from my first correspondence, I believe the car is unreliable and unsafe. If I do not receive a reply from Chrysler to work out a resolution, I will pursue further action through appropriate state and federal agencies, veteran organizations, and news media organizations.

- Case Number: [REDACTED]
- SKREEM module replaced: January to February, 2013 for \$900.23
- Central Timing Module replaced: October 2014, for \$1,384.05
- SKREEM module replaced: November 2014 – January 2015
- Total Time required for repairs: 97 days (Motor Vehicle Insurance cost of \$227.00)

Below is the history of events that have occurred with the 2005 Crossfire:

I purchased the 2005 Crossfire from a dealership: Mall Chrysler (dealership has since moved and is now called Cherry Hill Triplex, Cherry Hill, NJ), in June 2006. The dealership was selling the Crossfire as a new car at a new car price. At the time of purchase, I asked why there was over 3,000 miles on the odometer. The explanation was that, the dealership had purchased the car from another dealership (Newark Chrysler Jeep in Newark DE), and the Newark, DE dealership had put the miles on the car. But, they reassured me that it is a new car and I would still be the first title holder of the car. The dealer then proceeded to sell me the car, but upon review of the contract as I prepared for writing this letter, I noticed they marked the contract as a "used" car contract.

At the time I purchased the Crossfire, I was home for a 2 week military leave from the war in Iraq (Operation Iraqi Freedom). After agreeing to buy the car and signing the contract, I had to return to the war in Iraq, and my parents, who had power of attorney of my affairs while I was deployed to Iraq, finished the transaction by delivering the payment and driving the Crossfire to my home. My father and a neighbor would start the car, back it out of the garage and run the engine several times a week to promote oil flow and exercise the moving parts. They performed this until I completed my deployment to Iraq and returned home. The following is a chronological series of events that have occurred with the Crossfire since then.

When I returned home from Iraq, I began to drive my Crossfire. At that time it was my only vehicle. As I was learning how to use all the features, I noticed I did not have the navigation CD's for the GPS navigation system. I went to the dealership asking for navigation CD's. At first the dealership would

only give me navigation CD's if I paid for them. After several refusals from the dealership to give me navigation CD's, I finally convinced them to provide me with the navigation CD's by showing them the original purchase sticker, which listed the navigation system and the price I paid for that component.

More importantly, I noticed that the "panic" button on the hand held key (kiosk) did not work. When I pushed the red panic button nothing would happen. I asked them about it, and I was told that my Crossfire has a "silent" security system, and that it just disables the vehicle from starting. I read in the owner's manual that a siren should sound, so I always wondered why the mixed message. I asked about this on other later occasions when I had the car to the dealership for oil changes. I was told the same thing, that it is a silent security system that just disables the car from starting. On one occasion, as I picked up the car after the oil change, I was told that the mechanic said the battery in the kiosk was low and that is why the panic button does not respond. This did not make sense to me since the kiosk still worked to lock and unlock the car. Not knowing any better, I just continued to operate under the guidance that my Crossfire has a silent security system.

Since this was my pride and joy car, I kept it in the garage when not being driven, and I only used it in nice weather (avoiding rain and never in the snow). I quickly realized I needed to purchase another vehicle that I can drive in the snow. So, I bought a used SUV crossover as a secondary car that I use in bad weather and to lug around any large items. The Crossfire was my pleasure vehicle. But, later on, the second vehicle became a major asset when the Crossfire would unexpectedly stop working.

The first time I noticed an obvious electronic component failure was when the radio and navigation system stopped working. I took it to the dealership and they replaced it. This is evidenced by the receipt "received for repair" dated 8/6/06 (which must be incorrect, because I did not return home from Iraq until October 2006, so I believe the repair was in August of 2007). The date "repair was completed" is listed as 8/16/0_ (The writing is not legible, but it appears to be 07 or 09, and to my recollection it was 2007). This was covered by the warranty.

There were a few random occasions when the key would get stuck in the ignition lock cylinder, either when trying to start the car, or when turning off the car. But, after some playing with the key, I could eventually free it. I did not think to address this at the time, just assuming I must have pushed or pulled the key at an angle. I now wonder if this problem is also related to the multiple electronic problems of the Crossfire.

In December of 2012, my Crossfire stopped working. The car would not respond to the kiosk. So, I manually unlocked the car, but it would not start. I set up a battery charger, since, I assumed the battery had died. However, it still would not start after using the battery charger. This entire time there was never any siren that sounded. In January 2013, I made arrangements for the car to be towed to the dealership. I was told the SKREEM Module needs to be replaced, and I will also need a new kiosk, because the replaced SKREEM module will not respond to the original kiosk signal. It was frustrating enough to have to pay so much for the electronic part that malfunctioned, but, it was even more aggravation to have to pay an additional \$160.00 for a new key to match the replacement SKREEM module, when I had paid for keys when I purchased the car. I feel that since I paid for a new module,

the corresponding key for that module should have been provided at no cost, or the replacement part should be programmable to match the existing keys. The car was towed January 16th and I received it on February 2, 2013. It cost me \$900.23 for parts, labor and taxes. The car worked fine after that repair, however, I did not feel full confidence that the Crossfire would not break down like that again.

In October 2014, the Crossfire stopped working again. The car would not respond to the kiosk. So, I unlocked the door manually with the key. When I opened the door, the alarm system sounded a very loud siren that continued for several minutes. The lights also blinked as the siren sounded. This was a surprise to me, because previously the siren never worked with the panic button, or the first time the car disabled itself. Still, the car would not start. I made arrangements for the car to be towed to the dealership. It was towed on October 8, 2014. When the service representative first called me after receiving the car, he told me that the failure is believed to be a component in the trunk, and for him to test and confirm that it is, the mechanic will have to disassemble the back of the car to get access to the trunk, since the trunk will not unlock via the kiosk. I was then informed this will cost several hundred dollars for the time spent just gaining access to the trunk, separate from the cost of replacing the component. Having no other option, I told them to proceed. At this point, I became concerned this will be another very expensive repair. The service representative also told me that there was water that leaked into the dashboard. I keep the car in my garage and had not driven it in the rain for a very long period of time. However, the night the car was towed to the dealership, it was parked outside in the dealership's lot. That night there was a heavy rain storm. So, the water the mechanic reported in the dashboard would only have been from that night's rain. Therefore, there is a poor seal leaking water inside the dashboard from the windshield, or some part of the car which is not visible when it occurs. The mechanic told me it is common to see this problem in Crossfire convertibles and that the water leak may have led to the previous failure of the SKREEM module. I am now concerned the leaking water also may have corroded electronic components that have not failed as of yet, but may do so in the near future.

After the original SKREEM module was replaced, the siren in the Crossfire now worked. This means the car did have a siren and that it was not a "silent security system" but an alarm system that was meant to make noise with the siren as well as blink the lights. This also means that the original SKREEM module never worked properly, even at the time I purchased the vehicle. It also means I was misled by being told my car has a "silent security system" when I would inquire about the panic button not working. It also means I was driving the car with faulty electronic components the entire time I owned it.

After the mechanic disassembled the Crossfire to get into the trunk, I was then told by the service representative that it was the central timing module located in the trunk that failed and needed to be replaced. Having no other option, I had them replace the part. For this job, I paid \$1,384.05. I received the car back from Chrysler on October 20, 2014. I called customer service to discuss this while the car was still at the dealership being repaired.

After this repair, I drove the Crossfire three more weeks. Then, on November 11, 2014, I drove it to work. At the end of the work day, I went out to the car. It unlocked when I used the kiosk to unlock

it. However, it did not start, and once again the engine became disabled by the electronics. I had the car towed to the Chrysler dealership that same day and it took the dealership 2 months to diagnoses and repair the car. While I was waiting for the tow truck on November 11th, 2014, I called Chrysler customer service to express my frustration at the continued cost of repairs, loss of my time, inconvenience of being stranded and my total and complete loss of any trust and confidence in the Crossfire and Chrysler's ability to fix it. Also, as events have unfolded, I am disappointed that my "pleasure car" was sold to me under fraudulent terms (having a faulty SKREEM and when questioned about the security system not working, being told false information). Rather than the dealership addressing the malfunctioning electronics noted by the lack of response to the panic button, I was repeatedly misled.

The car was repaired at no cost by the dealership for the November 11, 2014 break down, and I picked it up January 14, 2015. They replaced the SKREEM module once more. Therefore, the previous repair in October 2014, in which the central timing module was replaced was not the problem, and did not solve the situation, yet it cost me \$1,384.05.

On January 14, 2015, when I picked up the Crossfire and returned home, it would not lock or respond to the kiosk and made a whining sound when I would try. I opened the trunk and it was disassembled. I called the dealership and they sent out a driver to pick up the vehicle. They repaired the trunk and dropped the car off the next day. I took the car to get it inspected on January 17, 2015 since my NJ state inspection was expired. It failed because the electronics had not reset following the repairs. I was told by the dealership the car needs to be driven for it to reset. I did not wish to drive with an expired inspection sticker. The dealership then took the car, drove it under a work ticket until everything reset, and then did an inspection for me. They then returned the car to me. The dealership was helpful with the most recent repair and inspection.

After all the repeated failures of the cars SKREEM modules, and after researching that this is a common occurrence with 2005 Crossfires, I no longer feel safe to drive the car, and I no longer trust that the car will start when I need it to start. Therefore, I cannot rely on this car and do not feel comfortable driving it anymore. First, I have a concern that some electronic part will fail that leads to an inability to control the vehicle, which could lead to a crash and loss of my own or another's life. Also, I now have an expectation and anticipation that I will be stranded again by the engine disabling itself. I no longer feel that I can drive the car anywhere and trust that it will start again for the return trip. I also feel that the vehicle no longer has a resale value. If I were to try to sell the vehicle, I would, by law, disclose the problems I have had with it, not only making it difficult to sell, but also not retaining the resale value it would have if in pristine condition of only normal wear and tear, instead of multiple expensive break downs. I was given the case number [REDACTED] by the representative I spoke to at Chrysler customer service when I first started the complaint. I have also been contacted by "Suzzie" from customer service (via emails and phone calls), who could only tell me that the car is at the dealership being diagnosed with internal assistance from Chrysler. After the car was finished the repair and returned she left a voicemail requesting I return her call. I called "Suzzie" once I received the car back from the dealership after they drove it to reset the emissions and had it inspected. I was put through to her voicemail, and I left an explanation of what transpired since her last call and message she left me (telling me the repair is

completed and to return her call). I asked for her to reply to my call in the message I left on her voicemail. She did not bother to return my call.

I sent a letter to Chrysler Customer Service in November 2014 explaining everything that transpired up to that point in time. The crossfire was still at the dealership being diagnosed when I sent the letter. I requested that Chrysler compensate me for the car. I never received a reply.

I refuse to drive and use the Crossfire in any situation where I cannot be easily rescued if and when it disables itself, for the reasons described above. Therefore, I now own a vehicle, which due to its history of faulty electronics, is not a safe and reliable car. I paid a lot of money to purchase the vehicle, and I paid the full amount, in cash, in good faith expecting and believing I was receiving a vehicle with all components functioning properly. I took good care of it. I have now paid \$2,284.28 replacing faulty electronic components and components wrongly assumed to be at fault. In addition, it is very costly to insure the car. I paid for two months of insurance during the recent repairs (November 2014 to January 2015), and an additional total of another month of time when the car was in the dealership being addressed for the faulty electronics disabling the vehicle previously. This makes for a total of three months' time that the car was requiring repair, was at the dealership, and I was paying insurance for it. This is an additional \$227.00 paid to insure the car while not drivable and being diagnosed and repaired. Since I have a car that is not dependable and I no longer feel safe to drive, I would like to unload the burden of owning the car. To date, as a result of the continued electronic failures disabling the vehicle, the vehicle has been out of service for over three months' time: the first SKREEM module replacement (lasting 12 days), the central timing module replacement (lasting 17 days) and the most recent time at the dealership for another SKREEM replacement (lasting 68 days) to be diagnosed and repaired. The total cost for repairs and paying car insurance while being repaired is \$2,440.00.

I am requesting that Chrysler reimburse me \$2,440.00 for the repairs of the SKREEM module January 2013 and the central timing module October 2014, as well as, the insurance premiums I paid for the three months the vehicle could not be used by myself while it was being diagnosed/repared multiple times. If you would like, I can provide copies of the receipts for both these repairs as well as the receipt for the recent repair in January 2015. I can also provide a copy of my car insurance yearly premium. If reimbursed for these repairs, I will then try to sell the car. However, if I am unable to sell the car for a fair market value, I will contact Chrysler to work out an agreement for Chrysler to buy back the car. This is based on the occurrences that: 1) The car was sold to me with a malfunctioning SKREEM module. This is demonstrated by the lack of siren and blinking lights when the panic button was pressed on the kiosk the entire time I owned the vehicle until the SKREEM module was replaced in 2013 at which point the siren and alarm properly functioned, 2) I was never informed in an honest full disclosure of the malfunctioning SKREEM and security system electronics when I would ask about the lack of alarm/siren in response to the kiosk panic button. Instead, I was told, untruthfully, that it is a "silent security system", 3) the malfunctioning SKREEM module was never properly addressed initially, leaving me vulnerable to the car breaking down as it did, 4) multiple failures of electronic components of the car and despite replacing these parts, the car is still malfunctioning, including the car being on its 3rd SKREEM module, 5) the mechanic reporting water leaking into the dashboard from the windshield (which is due to a poor design or manufacturing flaw, since the windshield has no cracks or breaks), 6)

this water in the dashboard may have damaged other electronic parts that may lead to additional break downs of the car, 7) the fact that the car has now repeatedly broken down in the same manner by failure of the electronics that then disables the car from being able to start, 8) the fact I spent a lot of money on the original purchase of the car in good faith, expecting to receive a car in full functioning condition, and despite taking excellent care of the car and keeping it in a garage when not in use, it continues to break down with electronic component malfunctions, requiring very expensive repairs, 9) despite the continual repairs and the SKREEM being replaced multiple times, the car continued to break down due to the same problem , 10) and, as a result, I, the car owner, no longer have any faith or confidence in the car being safe to drive, with grave concern that, at the very least, the car will strand me again and at worst, another electronic failure could lead to a crash with injury or loss of life. The Crossfire has design and production flaws that have led to this situation. The failures are not from owner misuse or negligence.

This letter is to give notice to Chrysler that their faulty product is unacceptable. I no longer wish to own this car due to all the ongoing costly problems and safety concerns. I am requesting Chrysler reimburse me \$2,440.00 for all the repairs due to a faulty SKREEM, which has not worked properly since I purchased the car and despite it being replaced.

I wrote a similar letter to Chrysler customer service in November 2014 informing Chrysler of my concerns and requesting Chrysler contact me in return. I never received any response from Chrysler. The only contact I had from Chrysler was "Suzzi" telling me my car is being diagnosed with internal assistance, and after two months, informing me that it was repaired. Her communications were the result of my call to customer service and being provided a case number, but they were not a reply to my formal correspondence of a letter to Chrysler. That is poor business to not reply to a customer's letter regarding issues with your product. I expect a response to this letter within one month. If I do not receive a reply, I will pursue additional courses of action such as, contacting appropriate state and federal government agencies, contacting the news media, and contacting veteran's organizations.

If Chrysler is not willing to work this situation out with me, I will pursue the New Jersey lemon law (N.J.S.A. 56:12-29 to 56: 12-49) to seek relief for the severe problems that have impaired the use, value and safety of my vehicle, the above referenced 2005 Chrysler Crossfire.

I look forward to hearing from Chrysler soon, and thank you for your attention to this situation.

Very Respectfully,

[REDACTED]
Cherry Hill, NJ [REDACTED]
[REDACTED]

From

Cherry Hill, NJ

ReadyPost®

Document Mailer

Attn: Administrator

To: NHTSA Headquarters

1200 New Jersey Ave, SE

West Building

Washington DC, 20590