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[Redacted] Kennewick, WA [Redacted]

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

January 12, 2016

Second Notice

U.S. Department of Transportation
National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
West Building
Washington, DC 20590

FEB 12 2016

Dear Mr. Sir/Madam:

My name is [Redacted] and I'm a long-time customer of Jiffy Lube. I write to you today after my initial writing on December 16, 2015, which unfortunately resulted in not receiving a response from your corporation. To recap, I have spent nearly five months trying to resolve a dispute with your local market store located at 2802 W 10th Avenue in Kennewick, Washington, concerning Jiffy Lube's negligent act that resulted in damage to my vehicle.

On September 3, 2015, I had a routine oil maintenance done for my son's 2000 Toyota Corolla. At that time, the local market service attendant changed the oil and replaced a serpentine belt. He suggested a flushing of the radiator coolant, which we declined. The oil service was performed and paid in full.

On September 11, 2015, while operating the vehicle on a busy highway, my son was alerted to a "check engine" light warning followed by heavy smoke pouring from underneath the hood. He pulled to the side of the road and immediately exited the vehicle to find that the vehicle had essentially died. He opened the hood of the car to investigate the cause of the smoke and noticed the cap to the radiator was missing. The vehicle was subsequently towed to a local mechanic who confirmed my son's initial finding.

On September 14, 2015, I returned to the W 10th Avenue Jiffy Lube and explained that during the course of the above-mentioned oil change, the service attendant neglected to re-secure the radiator cap. At that time, local management acknowledged the mistake in not securing the radiator cap during the initial oil change, which caused the damage to the vehicle. I was informed to have the vehicle repaired, and to submit the expense for the repairs to Jiffy Lube for reimbursement. During the repair process, two independent mechanics determined that the head gasket was completely destroyed, the engine block was warped and a complete engine replacement was needed as a direct result of neglecting to place the cap back on the radiator.

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I submitted all repair invoices to Jack (the manager of the above-mentioned Jiffy Lube location), and for the past 90 days have followed up with Jack weekly on the status of the reimbursement with no substantive update other than being told that a Jiffy Lube district manager was following up on the matter. In one instance Jack suggested my invoices and paperwork were lost or misplaced.

While Jack has tried to help, he and the local management team have not been able to bring successful resolution to the problem. I have also raised my concern with Jiffy Lube's customer care center and have received an equal response. I initially wrote hoping that Jiffy Lube's leadership team would help me in reviewing my issue and I never received a response from the corporate office other than speaking with a customer representative, who was not of any real help.

As a loyal customer of Jiffy Lube, I found it disappointing that it took four months to resolve a matter that Jiffy Lube created. The lack of a timely and professional response remains incomprehensible. In addition to the damage to the vehicle, this situation jeopardized the health, safety and welfare of my son and others on the highway when the vehicle seized. This could of have been a colossal accident with catastrophic injuries. I have not made this an issue and only sought recompense of the actual expenses incurred to fully repair the vehicle that Jiffy Lube was responsible for destroying.

The total amount paid by me to replace the engine as a result of Jiffy Lube's negligence was \$2,674.60, which represents an attempt to repair the vehicle. I'm advised by Toyota that a complete new engine needs to be installed at an additional cost of about \$6,000.

In addition to my out of pocket expenses as noted above, I asked for remuneration for loss of use in the amount of \$3,060 (calculated at \$30.00 per day for a total of 102) where the car was unable to be driven and; diminished value cost of \$2000. Finally, I asked that the cost of my automobile insurance premium be prorated for the 109 days and pay me to be determined.

After waiting several months, on January 4, 2016, I was informed that Jiffy Lube denied my damage claim. I was informed that a Jiffy Lube vehicle damage assessor responded to the local Toyota Dealership, where the vehicle is currently being stored, and after a quick "look over" decided to deny my claim even after a Jiffy Lube representative previously admitted negligence that contributed to the engine seizing.

I find it deplorable that even after Jiffy Lube's local representative admitted to wrongdoing in that they directly caused the damage to my vehicle, and after waiting almost five months for some sort of amicable resolution, that Jiffy Lube now takes a position of "it's not our problem". Consumer's like myself trust that when their vehicle is brought in for routine maintenance that companies like Jiffy Lube would take reasonable and appropriate steps to ensure that all the original vehicle parts removed by them, even something as small as a cap, would be put back into place before releasing the vehicle back to the custody and care of their customer.

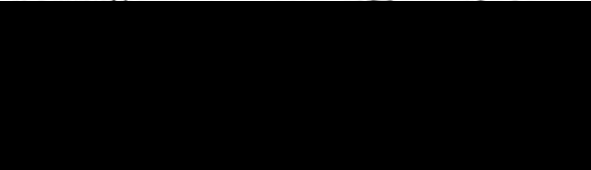
In this case, my family was fortunate that our son was able to stop the vehicle without injury. Notwithstanding, you can well imagine the circumstances could have been tragically worse. The conduct of your employee(s) could have caused grave and serious injuries to my son and other innocent third parties on that highway. Jiffy Lube's reckless disregard for safety is now an issue as well as compensation for my out of pocket expenses to repair my vehicle.

I respectfully ask that you please tender payment by the close of business on Friday, February 5, 2016 in the total amount of \$8000. If the matter is not adequately addressed by Jiffy Lube or Shell by such date, I will have no other option but to exercise all available legal rights. I continue to trust that Jiffy Lube will stand by its commitment and reputation in doing the right thing with reimbursing me the money I paid to have the vehicle repaired as a direct result of Jiffy Lube's negligence.

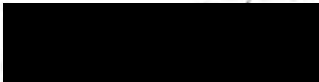
Jiffy Lube's failure to respond will be indicative of continuous conduct of bad faith and generally a blatant disregard of public health, safety and welfare. The manner in which my complaint was handled also prompts me to think that there may be many others who are similarly situated, whose vehicles have been damaged and or destroyed, due to the careless disregard and negligence conduct of Jiffy Lube employees in failing to replace essential automotive parts they removed during routine maintenance matters.

I thank you in advance for your time and look forward to hearing from someone within your organization.

Sincerely,

A large black rectangular redaction box covers the signature area of the letter.

CC: Office of the Attorney General, Consumer Protection Division, Seattle Washington
Federal Trade Commission, Consumer Protection Division-Automotive Complaint
Mr. Larry Magee, CEO Heartland Automotive Services/Jiffy Lube
Mr. Rick Altizer, President Jiffy Lube International, Inc.
Mr. Istvan Kapitany, President Shell Corporation Fuels & Lubricants America



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