

[REDACTED]
[REDACTED]
Los Angeles, California [REDACTED]
[REDACTED]

May 21, 2026

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Volkswagen Group of America, Inc.
1950 Opportunity Way Reston, VA 20190
Attn: Rachael Zaluzec / Customer Relations Department

Re: **Factory Assistance; 2011 Volkswagen GTI VIN: [REDACTED] A [REDACTED]
Customer Care Case No.: [REDACTED]**

Ladies/gentlemen:

I am writing to seek from Volkswagen Group of America, Inc. ("VWUSA") full factory assistance to repair my 2011 Volkswagen GTI (VIN: [REDACTED]), which suffered a catastrophic timing chain failure resulting in severe valve and cylinder head damage. I purchased this vehicle new from an authorized Volkswagen dealer. The vehicle had approximately 80,000 miles at the time of failure and has been inoperable since that time. I received a repair estimate of at least \$5,700, with a likely greater final cost if extensive head work is required. This is a significant amount and, accordingly, I got additional estimates that were even higher.

The Timing Chain Defect Is Well-Documented and Acknowledged by Volkswagen

The timing chain tensioner defect in the EA888 2.0-liter TSI engine is one of the most extensively documented manufacturing defects in Volkswagen's recent history. VWUSA itself acknowledged this defect through the issuance of Technical Service Bulletin 15 12 01 (originally issued December 22, 2011, and superseded July 23, 2012), which applied to all 2008–2013 model year vehicles equipped with the 2.0L TSI engine (engine codes CCTA and CBFA). This TSB stated that "[t]iming chain tension may be incorrect due to tensioner," and that "[a]s a result, the timing chain can skip and caus[e] contact between the pistons and valves." That is precisely the issue my vehicle suffered.

Additionally, the defect triggered a major class-action lawsuit, *In re Volkswagen Timing Chain Product Liability Litigation*, Civil Action No. 16-2765 (JLL)(JAD), in the United States District Court for the District of New Jersey. This class action was settled in a manner that covered owners and lessees of certain 2008–2014 Volkswagen and Audi vehicles equipped with EA888 engines, including the 2010–2012 Volkswagen GTI. As part of that settlement, VWUSA

[Handwritten signature]

extended timing chain warranties on impacted vehicles to cover them for 100,000 miles or 10 years from the original in-service date, and agreed to cover a percentage of consequential engine damage repair costs on a sliding scale based on age and mileage.

Per the claims, Volkswagen knew or should have known of the defect and “fraudulently, intentionally, negligently and/or recklessly concealed” it from consumers. Volkswagen's own TSBs, issued from 2010 to 2012, constituted evidence of the company's knowledge of the defect. Independent forensic engineering analysis confirmed that the failure of the timing chain tensioner is attributable to a design defect in the ratchet retention mechanism, and that the failure is not a question of if but when. VWUSA has implemented multiple design revisions of the tensioner, which further confirms the design-level nature of the problem.

My Vehicle Falls Squarely Within the Scope of the Known Defect

My 2011 GTI is among the specific model years and configurations covered by both the TSB and the class action litigation. The failure occurred at approximately 80,000 miles — well within the 100,000-mile threshold established by the class action settlement's extended warranty. Despite this, I received no benefits under the class action settlement due to the age of my vehicle at the time of the failure, despite my vehicle's low mileage and the fact that the defect that caused the failure is the same defect that VWUSA acknowledged, prompted multiple TSBs, and resulted in a multimillion-dollar class action settlement.

Volkswagen and its Dealer Network Failed to Address the Known Defect on Prior Visits, Even When My GTI was at the Dealer for Timing Chain-Related Issues

VWUSA and my authorized dealer were aware of timing chain-related problems generally, and with my vehicle specifically. Despite this specific knowledge, they elected to provide an ineffective short-term/band-aid fix rather than properly resolve the known problem. More specifically, I took my vehicle to an authorized Volkswagen dealership on multiple occasions for issues indicative of timing chain defect-related problems. These visits included multiple instances of engine misfires with timing-related diagnostic trouble codes and escalation to the dealership's shop foreman. Eventually, after multiple failed attempts to address the issue, the dealership determined that the issues were related to the timing chain. After consulting with VWUSA, the dealer did substantial engine and component disassembly and “loosened tension of [the] camshaft timing chain” and “manually turned engine over to verify timing.” However, whether it was to save a few dollars of customer goodwill, to avoid doing something that could be an admission in the class action lawsuit, or for some other reason, the dealership, with instructions from, or at least the blessing of, the factory, elected to stop short of installing (or even recommending) the redesigned timing chain tensioner that would have prevented my engine from self-destructing. Even (i) on a vehicle that exhibited symptoms related to the known design defect resulting in the TSBs, (ii) after doing substantial disassembly work that provided visual access to the timing chain and tensioner components, and (iii) adjusting the timing chain tension, Volkswagen failed to address properly the defect and elected to let me suffer the inevitable

consequences (i.e., catastrophic engine destruction). Volkswagen's failure to address the root cause of my problems, despite a very clear opportunity to do so, is inexcusable.

Volkswagen's Customer Care Process Was Designed to Deny, Not to Help

I made multiple attempts to resolve this matter through VWUSA's Customer Care process. These efforts consumed hours of my time, much of it waiting on hold to reach a representative. My interactions are documented under Customer Care Case No. [REDACTED]. The representatives I spoke with projected a sense of concern. The process' purpose and effect, however, was to create an illusion that someone at VWUSA was advocating on my behalf when, in reality, the denial of assistance outcome was predetermined.

One representative acknowledged to me that VWUSA has provided post-warranty assistance for timing chain failures of this type. She then followed up and informed me that VWUSA decided not to provide such assistance in my case. She further stated that the fact that my vehicle had received some services from a certified and highly qualified independent mechanic as opposed to an authorized dealer militated against providing me with factory assistance. This rationale is untenable, both legally and ethically.

VWUSA's suggestion that using a qualified independent mechanic rather than an authorized dealer for any service on my vehicle voids or diminishes a consumer's right to factory assistance for a known manufacturing defect raises serious concerns under both federal and California law (and ignores the fact that it was an authorized dealer who, after multiple timing-related visits, communicated with the factory, did substantial work to loosen the tension on my timing chain, but failed to take the known steps to address the defect-related issue). The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., prohibits manufacturers from conditioning warranty coverage on the use of the manufacturer's own service facilities unless those services are provided free of charge. California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750 et seq.) and Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.) similarly prohibit unfair and deceptive business practices, including practices designed to coerce consumers into using only manufacturer-affiliated service providers.

Moreover, my local authorized Volkswagen dealer went out of business. When I contacted other VW dealerships to seek assistance, I was told that I would need to have the vehicle towed to their location at my own expense and pay a diagnostic service charge, and that they could not offer any indication of whether factory assistance would be forthcoming. To penalize me under these circumstances for having my vehicle examined by a qualified independent mechanic is unreasonable and constitutes precisely the type of bad faith and unfair business practice that state and federal consumer protection statutes are designed to prevent.

Volkswagen is Obligated (Legally, Ethically, and as a Matter of Good Business Practices) to Provide Assistance

The facts of my case compel VWUSA to provide full factory assistance for the following reasons:

1. **The defect is acknowledged.** VWUSA's own TSBs and the class action settlement confirm that the timing chain tensioner defect is a known manufacturing and/or design defect affecting vehicles, including my 2011 GTI.
2. **My timing chain failed at low mileage (well within the settlement limits).** The failure occurred at approximately 80,000 miles, well within the 100,000-mile threshold applicable under the class-action lawsuit. This shows that the failure was not the result of ordinary wear-and-tear (especially because the timing chain is not listed as a wear item).
3. **Volkswagen had prior, vehicle-specific, notice.** I took my vehicle to an authorized Volkswagen dealer multiple times for symptoms directly related to the timing chain defect, including misfires with timing-related fault codes. After several failures to resolve the issues, my dealer communicated with VWUSA and performed work requiring removal of the timing chain covers to adjust the tension of my timing chain. These visits constituted actual notice of my vehicle's timing chain issues to my VWUSA dealer, and to VWUSA itself. Despite this actual notice, Volkswagen missed or chose to ignore these opportunities to prevent the catastrophic failure I suffered.
4. **VWUSA has provided assistance to other owners.** VWUSA's own representative confirmed that the company has provided post-warranty assistance for this type of failure.
5. **The defect implicates safety.** A timing chain failure can cause sudden and complete loss of engine power, creating a serious risk of rear-end collisions and inability to maneuver out of danger.
6. **Customer Relationship.** To the extent Volkswagen values customer loyalty, my family and I are strong, loyal and (excluding the current situation with our GTI) happy Volkswagen AG customers. [REDACTED] Volkswagen AG products [REDACTED] Including my parents and in-laws add an additional seven Volkswagen Group vehicles to the count [REDACTED] BMW, Mercedes Benz and many other manufacturers offer vehicles that compete with the other vehicles we've loyally purchased from Volkswagen AG.

Relief Demanded

In light of the foregoing, I seek the following relief from VWUSA, with such relief to be provided within thirty (30) days of the date of this letter:

1. VWUSA's full payment of, or confirmation that it will reimburse me for, all repair costs necessary to restore my vehicle to proper working condition including the timing chain, tensioner, valves, cylinder head, and all related components and labor.

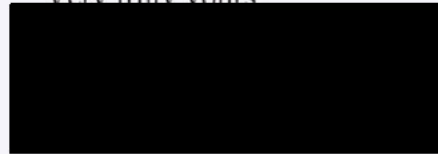
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2. Reimbursement of all towing costs, diagnostic charges, and other incidental expenses I have incurred or will incur as a result of the timing chain failure.
3. Reasonable compensation for the loss of use of my vehicle during the period it has been inoperable.

This letter is an attempt to resolve a dispute. Nothing herein shall be construed as any sort of admission or to otherwise prejudice any rights or claims I may have in this matter, and all such rights are expressly reserved. Without limiting the foregoing, I reserve all rights to pursue any available legal remedies, including but not limited to claims under the Magnuson-Moss Warranty Act, the California Consumer Legal Remedies Act, the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200), the Song-Beverly Consumer Warranty Act, and any other applicable state and federal statutes, and any and all rights to seek actual damages, statutory damages, attorney's fees, and costs.

Thank you for your assistance with this matter. I look forward to your prompt response.

Very truly yours



cc: Dr. Kjell Gruner (President & CEO, VWUSA)
Antony Klapper, Esq. (Senior Vice President & General Counsel, VWUSA)
National Highway Traffic Safety Administration (Office of Defects Investigation)
California Bureau of Automotive Repair
California Office of the Attorney General (Consumer Protection Section)
Federal Trade Commission, Bureau of Consumer Protection

Los Angeles, CA

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