

FAX 202-366-7882



Vehicle Owner's Questionnaire

SAFETY-2-DOJ

Office of Defects Investigation

POSTED

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Form Approved: O.M.B. No. 2127-0008

Please provide your name, address, and phone number, as well as specific details about your vehicle and the problems you encountered with it. We would like to have a telephone number where you can be reached or where we can leave a message. This is necessary to obtain more detailed information when required for our investigative efforts. You may want to have your owner's manual handy as you proceed through the several screens of the questionnaire. Required information is marked with *.

QC's

Owner Information

551935

* First Name

* Last Name

Organization

* Address 1

Address 2

* City

Home Phone

Work Phone

Fax Number

Email Address

00 APR 19 PM 1:29

RECEIVED

The Privacy Act prevents release of owner information without prior authorization.

Do you wish to request a mailed signature form, which will authorize NHTSA to provide a copy of the owner information along with the vehicle information contained in this report to the manufacturer of your vehicle?

Yes

Vehicle Information

17 digit Vehicle Identification Number (VIN): 3C3EL55H8TT306920
(Located under windshield on driver's side dashboard)



I purchased my 1996 Chrysler Sebring JXI convertible mid May 1997, odometer reading approximately 245 miles. Purchased @ Travis Chrysler Plymouth, Norman, Oklahoma.

9-23-97 returned to Travis Chrysler :

1. a spot on the hood.
2. A growling noise when you put foot on break or
3. When putting into gear.
4. Front driver and passenger windows scratched like the glass drags or something.
- 5.

The passenger side windows will not close/seal properly. Somehow catching the rubber molding and one hangs up on the other and wont close. Discussed with cash

6. A ding in passenger door
7. A ding on passenger side above rear tire.
8. Power mirror switch (recall letter)
9. Free oil change and filter.

10-13-97 See copy of attached survey mailed to you (with a letter) referring to the above list:

**** will only address the issues above that are still existing****

One item in the original repair order was a brake master cylinder and the captioned item is something like it's a new kind of brake made. I could not identify it on the repair order but I assume the work was done.

4. front windows scratched.
 - a. driver window replaced.
 - b. Passenger window, had to order.
** window still catches
5. ding was smaller but still there.

December 97/January 98

Knowing that it takes time to solve problems I waited patiently for a response to the survey. When I didn't receive a response I telephoned Chrysler Customer Service and they made arrangements for me to go to Mike Garrett Chevrolet, Checotah, Oklahoma.

Mike Garrett Chevrolet

1. Recall on arm ball joints.
2. Windows: The service man asked me if I drove or lived on dirt roads and proceeded to inform me that people who drive on dirt roads should, when they wash their car should spray that highpressure hose down the side of the windows to wash out all that dirt and gravel. when I answered him No, I don't live on dirt road or rarely drive them he said nothing else regarding the windows.
3. The driver seat belt was twisted up and explained that I had tried to unwrist but wouldn't stay that way. He said they all do that, unwristed it as I had done numerous times.
4. Radio speaker on front passenger side making a noise. He agreed and said he would order a speaker.
5. The passenger electric window had stopped working. He took the cover off, said that it had on. He plugged it in and replaced cover.
6. A clip (to cover a screw) behind the passenger door handle was missing. He said he would have to order.

Arrangements were made for my husband to return my car to Mike Garrett:

There was a dispute. The service man informed my husband that they were doing me a favor by even working on the car.

Needless to say nothing was resolved.

With my husband encouraging me to give up on these issues because of all the hassles. Trying to find someone to take it to the shop to avoid taking off work. I decided (with reservations) to let it go and get rid of the car.

- There were 3 trips made to Mike Garrett Chevrolet:
 1. Sheryl Cox
 2. Anthony Cox
 3. Marc Cox

3-27-98 I decided to contact the Chrysler Customer service again to discuss these issues again. I spoke with Darren Williams but I have no notes on what we discussed.

4-7-98 Chrysler Customer Service Marlene :
Mike Garrett refused to work on car. I think at this time someone maybe Marlene spoke with Bill Bull Chrysler in Muskogee, Oklahoma. I was to call and make arrangements.

4-13-98 I contacted Bill Bull Chrysler 3-4 times. Each time I was told to call back next week.
Through On the last phone call with them I asked if I could make an appointment for the future.

4-20-98 Bill Bull himself suggested that I return to the place where I purchased the car.

4-21-98 Chrysler Customer Service: Gordon Hill
I explained the problem with Bill Bull Chrysler. He contacted Skip Gordon and Darrell Yates Auto Mall in Tahlequah, Oklahoma.

*Before I go any further I would like it known that anything I referred by to Darrel Yates Service Department is not meant derogatory to them. They have been very helpful.

4-29-98 Darrell Yates Auto Mall: Skip Gordon

3. right front radio speaker noisy, radio unworkable
4. Windows: Didn't really want to work on windows

- 5-14-98 Chrysler Customer Service: Bobby
Just called to let customer service know how happy I was with the Seville department at Darrell Yates Auto Mall.
- 6-3-98 Darrell Yates Auto Mall:
Returned for parts ordered on April 29, 1998 to be installed.
1. Replaced brake pads.
2. Replaced Speaker.
3. Windows: still open for discussion.
- 6-9-98 Darrell Yates Auto Mall: Skip Gordon
I called Skip to see what had been decided. They would be reluctant to work on it especially since it was a convertible. His repair personnel were not that experienced especially with windows.
- 8-9-98 Chrysler Customer Service: Macarthur Clark
He called Darrell Yates to discuss the windows. He called me back to let me know that he was waiting for Skip Gordon's boss to call him back.
- 6-17-98 Chrysler Customer Service: Cindy

The District Manager or that she was sending it but that she would call the dealership (Darrell Yates) and call me back. She never called back.
- 6-23-98 Chrysler Customer Service: Marty Kohler
I called to see if anything had been decided. Marty told me that it had been approved to have an individual company repair the windows.
- 6-30-98 Darrell Yates Auto Mall: Skip Gordon

7-9-98 Darrell Yates Auto Mall: Skip Gordon
I called skip. The service manager was off until tomorrow. He will get with him and let
Me know.

7-14-98 Darrell Yates Auto Mall: Skip Gordon
Still waiting for answer from service manager. He'll run him down and get some
answers.

7-17-98 Chrysler Customer Service:
On hold for quit some time so I had to hang up.

7-21-98 - Chrysler Customer Service: Macarthur Clark
I told him that I had been told that Darrell Yates had been authorized to find someone
to work on the windows. I had contacted Darrell Yates 2 or 3 times. I also mentioned
that the brakes were squeaking again.

call me back.

He informed me that it appeared that Darrell Yates had not been advised about the
windows. He has left an e-mail or message to contact the dealership and someone should
contact me in the next 24 hours. He will follow up on the status tomorrow.

7-27-98 Chrysler Customer Service: Macarthur Clark
Options were to take to Tulsa, Oklahoma. H would call Darrell Yates and call me back.

8-10-98 Chrysler Customer Service: Macarthur Clark
It will take 2 days for the repair. A rental vehicle had been approved and they would take it to Tulsa, Oklahoma.

8-24-98 Darrell Yates took my Car to Tulsa, Oklahoma for repair of windows. I thought they were
Taking it to a glass place from all the discussions I had been involved in. The place I can read the name on the repair order, made some repairs but I don't know what they did to repair it.

9-10-98 Darrell Yates Auto Mall: Skip Gordon and Matt
Talked to Skip about the brakes and I don't remember why but I also talked to Matt about the windows. Matt told me that they would look at the brakes and windows

9-10-98 Chrysler Customer Service: Macarthur Clark
I called to let him know that I was taking my car back to Darrell Yates. The windows are still leaking and the brakes were still making a noise. He told me to let him know if he could be of any further assistance.

9-23-98 Darrell Yates Auto Mall: Matt
(Matt Yates) had called me to his office. He told I know about getting me a call to let me know that he was running behind and would call me tomorrow

11-2-98 Darrell Yates Auto Mall: Matt
I informed Matt that he was suppose to call me back and that I was calling about the brakes and the windows still leaking. He put me on hold pulled my file and told me that he was going to turn it over to the new service manager and have him to call me back.

11-9-98 Darrell Yates Auto Mall: Skip Gordon
I called Matt back and Skip informed me that he was out to lunch. I explained why I was calling. He advised that he would have Matt call me.

I called back and talked to Matt. He will pull my file and give to the service manager and Have him call me. He advised me to hang in there with him and they would get me fixed Up.

I informed Matt that I still had not heard from the service manager and that the right front speaker was broken again. He put me on hold to go speak to the service manager. When he returned he said let's just make you an appointment. He made the appointment for Tuesday November 24, 1998. I asked if I could bring it Monday night so I wouldn't have to take off work and it would be there Tuesday morning for them to work on. Call him tomorrow to make sure he has it all worked out for a loaner.

11-23-98 Darrell Yates Auto Mall: Matt
I called him back. no than I get anything done. Call him tomorrow.

11-24-98 Darrell Yates Auto Mall: Matt
Advised that he need to talk to service manager, not really sure what to do.
Advised that this was really a hectic week with all the work they had to do and with the Holiday he didn't really want to put anyone in a bind.
I explained that would be ok that I would rather wait until they decide for sure what they were going to do before I made another trip.
He asked if it would be possible for me to come over there Monday evening (11-30-98) And just trade cars with him. I agreed that would be fine.
I asked if he wanted me to call before I came and he said no he would have a car ready.

11-30-98 Darrell Yates Auto Mall:
1. Adjusted driver window.
2. Adjusted passenger window.
3. Cleaned and adjusted rear brakes.

Continued

11-30-98

Darrell Yates Auto Mall:

When I arrived at Darrell Yates auto mall I learned that Matt had got busy and failed to make arrangement for a loaner. He apologized. Asked if I would come back tomorrow. He really felt bad about the mess up and offered compensation for a oil and filter change. I took the offer and told him I would be back tomorrow 12-1-98.

I think the repair order dated 11-3-98 work was actually done on 12-1-98. It seems that Matt either had it wrote up or we done it when I arrived and then he realized he had Not made arrangements for the car.

The repair order for 12-1-98 shows:

1. Recall part ordered.
2. Oil and filter change
3. Rental car

12-1-98

Darrell Yates Auto Mall:

12-11-98

Darrell Yates Auto Mall: Matt

Explained to Matt that the windows now have pop/grinding sound when rolling up/down. they still leak.

I explained to him that his service department had been very helpful but these things still were not fixed and asked him what I should do. He suggested that I bring it back in that maybe they would call Chrysler themselves to see what options were available.

The appointment was made for 12-17-98.

12-17-98

Darrell Yates Auto Mall:

1. Adjusted driver window.
2. Adjusted passenger window.
3. Replaced a cable on a recall.
4. The roaring sound could not be duplicated.

*When I arrived to pick up my car I was told that the windows were fixed. I asked if they checked to make sure. Anyway I asked if they had a water hose. They pulled my car into the garage. took a water hose with a small stream of water coming out and sprayed it over

The windows. One man sat in the car while this was being done and the other used the hose. It still leaked. The man in the car got wet.

They looked at it again and tried to figure it out. Asked me to bring it back again was suppose to go back on December 21, 1998

**Although they could not duplicate the roar in the steering or the brakes my husband checked the power steering fluid and it was one-half quart low. When I mentioned this to Matt later he agreed that this was unusual and he would get someone to look @ it the next time it was there.

In the meantime I attempted again to contact Chrysler Customer Service to see if it would be possible for them to authorize me a loaner for the December 21, 1998 appointment. I attempted to find Macarthur Clark since he had authorized the previous loaner. I could not locate him. I guess I cancelled the 12-21-98 appointment until I could find out about a loaner car.

1-5-99

Darrell Yates Auto Mall: Matt
He will talk to Jack and call me back. I was to call him back around 3:00 if I hadn't heard from him.

1-6-99

Darrell Yates Auto Mall: Matt
He didn't get to talk to Jack yet. I was to call him back before they left at 6:00 if I hadn't heard from him.

1-7-99

Darrell Yates Auto Mall: Matt
I explained that I had not had a chance to call him back. He informed me that they did not want to send the car out that they were going to work on it there. We made an appointment for Monday January 18, 1999. He would check in to a loaner and call me back.

Matt was out to lunch. Russell will have him call me and remind him to call me about a loaner.

I called Matt back later that afternoon and he informed me that he would talk to Jack and call me back as soon as something was decided.

1-14-99

Chrysler Customer Service: Jaimee Kenyon
I explained the situation to her and that since this was an ongoing problem would it be

first of all this is an existing/ongoing problem and that my car payment was estimated at \$400.00 and that I could not afford to rent a car. She explained that was all she could do. I told her that I could not afford it.

1-14-99

Chrysler Customer Service: Dianne
I explained again. She could do the same thing that Jaimee Kenyon had offered.

I talked with Matt in the meantime and we agreed that I would find a way to work and we set up an appointment for 1-27-99 at Darrell Yates Auto Mall.

1-27-99

Darrell Yates AutoMall: Matt
I left my car around 7:30am. I called Matt he would call me back around 3:00 so if necessary I could take off at 3:30 to have a ride to pick it up.
Matt called around 3:00pm. He informed me that they had done some adjustments but leak is not fixed. We agreed that he would keep it overnight (I agreed because it would be easier for me to have someone pick me at home (for work) rather than asking someone to follow me to Tahlequah again to leave it.) and do more adjustment tomorrow. He would call tomorrow around the same time.

2-4-99

Chrysler Customer service: Mrs. Rickson

I explained the situation and that Darrell Yates was going to look at the windows again and ask if a loaner could be reconsidered. She informed me that the phone conversation with Jaime Kenyon (could pay one-half the rental) had not been annotated. She informed me that she would enter the information and a decision would be made at that time.

2-8-99

Chrysler Customer Service: Ed Bell

I informed Ed of the situation and that I had an appointment made and would they reconsider authorizing a loaner. No it would not be reconsidered.

**In the meantime I had talked with Matt and we had set up an appointment for 2-16-1999.

2-16-99

Darrell Yates Auto Mall: Matt

1. Brakes: added brake fluid.
2. Ordered right front speaker
3. Windows: they said they would call that they would do. Still does not call.

2-17-99

Chrysler Customer Service: Patrick Keith

I explained the situation to him. That I still had existing problems regarding the WINDOWS, BRAKES and the SPEAKER. Informed me that my next options were:

1. The arbitration process.
2. That each dealership has a district manager that could work with me.
I didn't understand this.

He would send (electronically) the file (I think) to Matt and Matt would have the file by

2-19-99

Darrell Yates Auto Mall: Matt

I called Matt. He had received the file (I think). He had talk to Jack but wasn't sure what had been decided. He will talk to Jack again. I I hadn't heard from him by 4:30 when I left work. Call him back Monday 2-23-99.

2-23-99

Darrell Yates Auto Mall: Russell

At this time Russell explained that they never see a district manager. That I should expect the Windows to leak some. That a convertible window is going to leak.

2-25-99

Chrysler Customer Service: Colt

I explained the situation. He put me on hold and called Matt. He the informed me that my Car would be taken to a bigger dealership in Tulsa, Oklahoma.

** At this time I did not realize that it was going to be taken to Quinn Chrysler Plymouth. It had been to Quinn on 8- -1998.

- 3-2-99 Chrysler Customer Service: Kimberly Thomas
I informed Mrs. Thomas what had been decided. She talked to Matt. I asked her if Darrell Yates would be taking my car. She informed me that Darrell Yates wouldn't be taking it. She authorized A rental. It was agreed that she might not be able to get the rental in order before my appointment but they would reimburse me if that were not possible.
- It was agreed that I would go to Tulsa, Oklahoma the night before after work. To take my car before the appointment on March 4, 1999. to pick up rental to avoid having to take off work.
- 3-2-99 Darrell Yates Auto Mall: Matt
In the meantime I received a letter from Darrell Yates informing me that the speaker that had been ordered was in and that when I got my car back from Quinn I would call for appointment.
- 3-2-99 She connected me with Roger
Quinn Chrysler Plymouth:
The appointment was set up for 3-4-99.
- 3-3-99 Quinn Chrysler Plymouth: Roger
I called Roger to see if arrangements were in order. He informed me that they had talked with someone but that I might check before I drive up there this afternoon.
- When I arrived at Quinn and rolled my windows up to park it the passenger side windows were gaped and would not close/seal properly. I pointed (actually showed it to him) this out to Roger when he was checking the car in.
- 3-3-99 I couldn't drive the evening before was pretty bad. I thought it would be even worse if being Friday.
- 3-11-99 Quinn Chrysler Plymouth: Roger
I called Roger.
He explained that the windows were out of line. I informed him that the passenger side windows gaped again (as I had showed him) when I rolled the up and that I had washed my car and the windows still leak.
- He suggested I bring it back to Tulsa, Oklahoma and they would look at it again while I waited. I don't remember exactly how he put it but they would look at it while I waited. As to avoid a rental again. I asked him what would be the purpose of taking it up there a second (actually third) again. If it didn't get repaired would he want me to take it back? Again.
- He then started to inform me that I shouldn't use a high-pressure hose to wash it. I informed him that I didn't know of any other way to wash it unless he meant it had to be washed by hand. He informed me that with it being a convertible there would be some leak.

3-11-99

Chrysler Customer Service: Lee William's

I explained the situation. I asked if I had any other options. She offered to arrange a rental as before. She asked if I had been informed about the arbitration process. So we agreed that my options were:

1. Take the car back to Quinn Chrysler Plymouth and let them re-align again and If it didn't work, do the arbitration!
2. Not take it to Quinn Chrysler Plymouth and do the arbitration.

I then requested arbitration approximately April/May 1999 and there was a hearing. The report is attached including a reply from me. I would like to point out that the arbitrator lied in saying that Mr. Mulkey explained the warranty. Mr. Mulkey was not present in the meeting although he was on the premises. Mr. Parks, the arbitrator does state that with the windows down they work flawlessly well, as you know weather conditions do not always permit driving with top down.

In June/July 1999 I filled out a safety questionnaire to NHTSA to report or either I provided the information on the phone and was mailed a copy of it. It is attached.

I contacted the Attorney General's Office who then informed me of the Oklahoma Lemon Law. After reading the information I felt sure that the problems I was having would fall and this would resolve my problem.

I did however in approximately July 1999 find a lawyer, Mike Kelly, concerned with my problem and willing to write Daimler Chrysler a letter explaining my problem, knowing that I had no means of paying for his services. Again with no satisfaction.

See attached letter to Mr. Kelly dated September 17, 1999 referring to an incident that occurred when I was having my car detailed in which the lady doing it had trouble exiting the vehicle. Mr. Kelly again wrote another letter to Daimler Chrysler dated October 1, 1999 explaining the potential hazard.


Mr. Kelly later informed me that he had been contacted by a Daimler Chrysler representative inquiring about a resolution to this problem. Mr. Kelly gave me his name, Randy Barnett, and phone number 913-469-3085 and asked me to contact him. I have left numerous messages for him, as recent as April 12, 2000 but to this day have been unable to talk to him.

As I was checking out your web site a headline caught my eye. It was something about child safety week. I shuddered! And decided to provide with you with this information. You see I have two beautiful grand-daughters in car seats whose lives are in danger each time they ride in the car with me.

In your recall database, campaign ID # 96V123000 on the brakes and the convertible top campaign ID # [REDACTED] is noted. Maybe the convertible top affects the windows and the brakes were another problem I had.

If there is any way you could possibly assist me in resolving this issue I would be very grateful.

Thank You,
[REDACTED]

 <p style="text-align: center;">Auto Safety Hotline Vehicle Owner's Questionnaire NATIONWIDE 1-800-424-9393 DC METRO AREA (202) 366-0123 INTERNET: http://www.nhtsa.dot.gov</p>		<p>FOR AGENCY USE ONLY 284</p>	
<p>OWNER INFORMATION (Type or Print)</p> <div style="background-color: black; width: 100%; height: 40px;"></div>		<p>Date Received</p> <p style="text-align: center;">25-JUN-1999</p>	<p>Od. or rt. dr. <input checked="" type="checkbox"/> od. rt. up. lr.</p>
		<p>Reference No.</p> <p style="text-align: center;">841153</p>	
<p>Do you authorize NHTSA to provide a copy of report to the manufacturer of your vehicle? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>in the absence of an authorized representative, your name and address to the vehicle manufacturer.</p>		<p>Work Number _____</p> <p>Home Number _____</p>	
<p>Signature of Owner _____</p>		<p>Date 7/27/99</p>	
VEHICLE INFORMATION			
<p>Vehicle Ident. No. (VIN) (Located at bottom of windshield on driver's side)</p> <p>3C3JEL55H8TT3D69Z0</p>	<p>Vehicle Make</p> <p>CHRYSLER</p>	<p>Vehicle Model</p> <p>SEBRING</p>	<p>Vehicle Year</p> <p>1996</p>
<p>Current Odometer Reading</p> <p style="text-align: center;">29,100</p>			
<p>Purchase Date</p> <p>5-12-97</p>	<p>Dealer's Name TRAVIS Chrysler Plymouth</p>		<p>Engine Size (CID/CC/L) _____</p> <p><input type="checkbox"/> Turbo <input type="checkbox"/> Diesel <input checked="" type="checkbox"/> Gas</p>
<p>Transmission Type</p> <p><input type="checkbox"/> Manual <input checked="" type="checkbox"/> Automatic</p>	<p>Antilock Brakes</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Restraint System</p> <p><input type="checkbox"/> 3-Point Belt <input type="checkbox"/> Motorbelt <input checked="" type="checkbox"/> Driverside Airbag <input type="checkbox"/> 2-Point Belt <input checked="" type="checkbox"/> Passengerside Airbag</p>	<p>Cruise Control</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Drive Train</p> <p><input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> 4-Wheel</p>		<p>Vehicle Type</p> <p><input checked="" type="checkbox"/> Car <input type="checkbox"/> Sport Utility Truck <input type="checkbox"/> Minivan <input type="checkbox"/> Motorcycle <input type="checkbox"/> Other</p>	<p>Body Style</p> <p><input checked="" type="checkbox"/> 2-Door <input type="checkbox"/> 4-Door <input type="checkbox"/> Stationwagon <input type="checkbox"/> Pick Up Truck <input type="checkbox"/> Other</p>
FAILED COMPONENT(S)/PART(S) INFORMATION			
<p>Component</p> <p>10121000</p>	<p>Part Name(s)</p> <p>VISUAL SYSTEMS:GLASS:POWER WINDOW DOOR AND SIDE</p>	<p>Location</p> <p><input checked="" type="checkbox"/> Left <input checked="" type="checkbox"/> Right</p>	<p>Failed Part(s)</p> <p><input checked="" type="checkbox"/> Original</p>
<p>Date of Failure(s) _____</p> <p>Mileage at Failure(s) SINCE PURCHASE DATE</p> <p>Vehicle Speed at Failure(s) W/P</p>		<p>Available? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Contacted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
APPLICATION INCIDENT INFORMATION			
<p>(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies) on the back of this form.)</p>			
<p>Crash</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Fire</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of Persons Injured</p>	<p>Number of Fatalities</p>
		<p>Estimated Property Damage</p>	<p>Reported to Police</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
NARRATIVE DESCRIPTION OF FAILURE(S), INCIDENT(S), INJURY(IES)			
<p>WHEN WINDOWS ARE ROLLED UP, EITHER FRONT OR BACK WINDOW WILL GET CAUGHT BEHIND THE OTHER, NOT ALLOWING THE OCCUPANTS TO EXIT. MANUFACTURER HAS BEEN NOTIFIED. *AK</p>			
<p><small>CONTINUE ON BACK IF NEEDED</small></p>			
<p><small>The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.</small></p>			

NATIONAL CENTER FOR DISPUTE SETTLEMENT

X-----X
: In the matter of Dispute Settlement :
: between :
: Ms. [REDACTED] :
: ("Customer(s)") :
: -and- :
: DaimlerChrysler Motors Corporation :
: ("DaimlerChrysler") :
: :
X-----X

CASE [REDACTED]
DECISION

determine disputes which had arisen between the Customer(s),
Ms. [REDACTED] and DaimlerChrysler.

By telephone on May 14, 1999, I advised the parties that
a hearing would be conducted at DARRELL YATES AUTO MALL INC
on May 22, 1999.

Present on that date were:

[REDACTED]

Customer
Customer
Service Manager

The complaint(s) existing between the parties were set forth on a
"Customer Arbitration Process Application" form dated April 14, 1999
and may be summarized as follows:

The front driver and passenger windows leak and will not close properly.
The passenger side speaker is noisy. The brakes squeal and roar at times.
Also, the brakes have a rubbing noise and sometimes feel like they catch.
The Customer would like a replacement vehicle.

SUMMARY OF PRESENTATION:

The Customer stated that they have taken the vehicle into two (2) Dealers for brake noise and water leaks, but one (1) did not want to work on the car and the other does not have a technician familiar with convertibles. The Customer has made numerous phone calls to DaimlerChrysler service center hotline, but seems to make five (5) or six (6) calls before ever taking the vehicle in for repairs. They have taken the car to different Dealers to have the windows adjusted, but they say they are not experienced on this model. Their biggest problem is arranging to get the vehicle in for service around their work schedule. The Customer wants the vehicle replaced.

The Service Manager explained to the Customers the provisions in the warranty.

We took the car on a test drive and the brakes performed normally and did

the spray nozzle was held right on the glass to weatherstrip junction. When the windows were run up and down the front window would sometimes come up behind the rear window glass with the top up. If the top was down the windows worked flawlessly.

DECISION:

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer new vehicle warranty and the applicable warranty law including that of the State of Oklahoma, commonly referred to as the "Lemon Law," and after due deliberations, I find and Award as follows:

The Customer's request for a replacement vehicle is hereby DENIED.

I have reached this conclusion because the vehicle is not substantially impaired in its use, value, or safety, and the vehicle was operating normally for this type of vehicle.

This must be a complete DECISION as to all the complaint(s) admitted to be for determination. DaimlerChrysler and/or Dealer shall have thirty (30) days, unless otherwise noted, from the date FMS receives the Customer's "Acceptance of Decision" form to comply with this DECISION.

DATE: May 24, 1999

Kevin Parks
Kevin Parks



National Center for Dispute Settlement

2777 Stemming Freeway • Suite 650
Dallas, Texas 75207
(214) 638-2300
Fax: (214) 638-4034

CUSTOMER Ms [REDACTED]

CASE [REDACTED]

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I am dissatisfied with the Arbitrator(s)'s Decision or the Dealer's or DaimlerChrysler Motors Corporation's eventual performance, I may pursue other legal remedies if I choose, ~~whether or not I accept the~~ subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Arbitrator(s)'s Decision, the DaimlerChrysler Motors Corporation Dealer involved and the DaimlerChrysler Motors Corporation will be legally bound by the Arbitrator(s)'s Decision.

You MUST mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT THE ARBITRATOR(S)'S DECISION

I DO NOT ACCEPT THE ARBITRATOR(S)'S DECISION

Please see other letter

SIGNED: [REDACTED]

PRINT NAME: [REDACTED]

DATE: 6-11-99

Mrs Twomey

June 11, 1999

In response to your letter dated May 24, 1999 reference case # 52995028, I would like to address the information that the arbitrator provided you.

First of all Brad Mulkey was not present in the hearing therefore offering no solution to the necessary repair that have still not been accomplished.

When my husband and I arrived at Travis Chrysler around 9:00am or 9:15 we were informed by Mr. Mulkey that he didn't think there was going to be a hearing. Mr. Mulkey had explained to Mr. Parks (who arrived 30/45 minutes late) that he could not meet this day and that the the District (not sure) man would surely not visit on a Saturday.

Mr. Parks states that the customer has taken the vehicle to two (2) dealerships for said repairs. He does not inform you that the vehicle was taken in for repairs on 16 occasions. The biggest problem is not arranging for repairs to be done but the point is the repair should have been repaired correctly. Mr. Parks did however tell me that the repairs could be accomplished correctly but never attempted to invite Mr. Mulkey inside to discuss such repairs. He did however tell us that he would talk to someone above him in Dallas I think, get vehicle taken apart and he could tell Chrysler how to fix it but that if he could not fix it it could not be fixed.

the warranty to the customer. My husband or myself are not present that day with the exception of when we met him that morning (upon arrival) when he informed us that he did not think there was going to be hearing

The vehicle was parked in the wash bay and as Mr. Parks states there was a water leak but not excessive. I would like to explain that when you wash the top of the vehicle you get soap on the cloth top therefore it has to be rinsed properly to avoid ruining the top. Mr. Parks even stated to us that "you have to rinse that soap off real good or it can leave a soap film. Mr. Parks also used a small amount of pressure when he tested it so you can imagine the water you get if you are actually rinsing/washing at a regular car wash.

Mr. Parks also states that when the windows are run up and down that sometimes the front window would come up behind the rear window. It malfunctioned every time he tested it until he got out of the vehicle and pushed (with his hand) the rear window into the vehicle and it still malfunctioned a few times after that.

** ** * If the window don't roll up just right the doors will not open from the inside of the vehicle!!
Mr. Parks also states that the windows work flawlessly when the top is down. As you well know weather conditions do not always permit driving with the top down. *****

On this date I informed Mr. Parks that since I had filed this arbitration that :

1. The electric mirrors do not work.
2. There is water standing in the driver rear tail light cover.
3. The alarm system does not work.

He had answers of how easy these problems could be fixed but again never invited Mr. Mulkey in to the meeting to discuss them.

Therefore I do not accept the arbitrators decision in this matter.
I will not drive a vehicle that is unsafe for my family or me. If I were to have an accident in the vehicle and needed to get out of the vehicle it could cost me my life. I am not willing to take that chance. Would you?

However I do intend to proceed with whatever methods necessary to make it known that This vehicle is unsafe.



[REDACTED]

October 1, 1999

Daimler Chrysler Corporation
Customer Relations
P.O. Box 602
Center Line, MI 48105-9302

IN RE: [REDACTED]

Dear Sirs,

Please find enclosed a letter written to me by my client, [REDACTED] dated September 17, 1999. As you may or may not recall, we previously wrote to you with regards to problems she was and is having with her vehicle since it was purchased.

After speaking with her personally, it seems that there is a problem with her window and door that may result in personal injury or death, sometime in the future.

I think it is easy to visualize that in certain accident situations, that the inability to exit an automobile because of a faulty window or door could result in severe injury or possibly death.

Therefore, I am putting you on notice as to this potential hazard, and feel that you should your judge your actions accordingly.

Sincerely yours,

[REDACTED]

MK/am

encl.

[REDACTED]

Fax [REDACTED]

c.c. Daimler Chrysler Corp.
Office of Robert J. Eaton
Chairman
1000 Chrysler Drive
Auburn Hills, MI 48237-2766



[REDACTED]

[REDACTED]

Fax

[REDACTED]

October 1, 1999

STATEMENT OF ACCOUNT

In Account with

[REDACTED]

For services rendered

TOTAL

\$25.00

September 17, 1999

I was very disappointed after speaking to you on the telephone today. I simply could not believe it when you informed me that Chrysler, Detroit had contacted you and was not going to do anything regarding the windows issue on my vehicle. Since I have contacted you the problem has worsened. Now have to roll the driver window down to exit my car. I had my car detailed a few weeks ago and the lady cleaning from the inside had difficulty getting out of the vehicle. I guess I should feel lucky that it wasn't an emergency, that she needed out, or she could have probably sued me!

Well Chrysler has won. I am exhausted and have exhausted every effort into trying to force this huge corporation in to doing the right thing !! It is hard to understand that they would be more interested in sales than quality of their product and satisfaction of the customer.

I just wanted to take this opportunity to thank you for trying to help me. I did not intend to ramble on so but I am just so concerned about the safety of this vehicle. It is just so sad that a tragedy will probably have to happen before anyone will listen.

[REDACTED]

[REDACTED]

Daimler Chrysler Corporation
Customer Relations
P.O. Box 602
Center Line, MI 48015-9302

Fax [REDACTED]

IN RE: [REDACTED]

Gentlemen,

Please be advised that I want to bring to your attention a couple of problems which should probably concern you with regards to future sales of your vehicles.

First, I personally want to speak about a problem that I had with a 1995 Chrysler Dakota pickup that I bought.

The brakes on the front have continually caused me problems, and I would think that this is something that you should be aware of. Also, I have enclosed a bill showing that in April of 1999, I had to have my air conditioner repaired at the cost of \$1,074.47. It actually began having problems in the fall of 1998, but I put off having anything done until spring, due to the winter season. It would seem to me that an air conditioning system should last more than approximately 3 ½ years, and as you can see, both the compressor and condenser had to be replaced.

Let me tell you at the outset that I completely trust my dealer here in Muskogee, Oklahoma, who is Bill Bull Chrysler dealership.

The pickup was the first American made vehicle that I have purchased; since 1971 I have driven Toyota, and I felt that I should probably should take a chance and see what kind of service I got from American made vehicles. I would point out to you that the Toyota's I had driven had been virtually maintenance free in all of those 24 years that I drove them.

I know that there is legally nothing that I can do, however this will weigh heavily on my decision to purchase my NEXT vehicle, which will likely be a large diesel pickup as I am getting to the point where I will retire and travel with a 5th wheel. I anticipate that during my retirement, I will have at least 3 or 4 more vehicle purchases to make.

I also want to bring to your attention another matter, and have enclosed some paperwork,

from a client of mine, Sheryl Cox, who also purchased a Chrysler, more specifically, a 1996 Sebring JXI, which was purchased new.

As you can see, it appears that she has nothing but problems with the vehicle, and in many instances, it seems as though she has been given the "run around".

Since we put a man on the moon approximately 39 years ago, it seems rather startling to me that the problems she has and is encountering cannot be resolved.

I am going to research, and determine under the Oklahoma "lemon law" what rights she has, but in any event, if neither she or I do have any way to correct these problems, I think that you can rest well assured that the rule of 250 may be put into effect.

For those of you who don't know about or understand about the rule of 250, it is kind of like the following: If I do a good job for a person, there is a likelihood that my client will tell ONE other person what a good job I have done for them. However, it seems that in my 36 years of practicing law, that if a client is dissatisfied with me, there is a higher likelihood that they will at least 250 other people how they feel about me, and of course, that would be in a negative sense.

I know that it is probably easy for you to dump this correspondence into the "black hole" that seems to exist in many corporate offices, but if it were me, I would attempt to at least help this lady if you could.

Sincerely yours,



cc. Daimler Chrysler Corp.
Office of Robert J. Eaton
Chairman
1000 Chrysler Drive
Auburn Hills, MI 48237-2766

FAX 202-366-7882



Vehicle Owner's Questionnaire

Office of Defects Investigation

[Click here to fill out the form using SSL \(your information will be encrypted\)](#)

Form Approved: O.M.B. No. 2127-0008

Please provide your name, address, and phone number, as well as specific details about your vehicle and the problems you encountered with it. We would like to have a telephone number where you can be reached or where we can leave a message. This is necessary to obtain more detailed information when required for our investigative efforts. You may want to have your owner's manual handy as you proceed through the several screens of the questionnaire. Required information is marked with *.

Owner Information

* First Name

* Last Name

Organization

* Address 1

Address 2

* City

Home Phone:

Work Phone:

Fax Number:

Email Address:

The Privacy Act prevents release of owner information without prior authorization.

Do you wish to request a mailed signature form, which will authorize NHTSA to provide a copy of the owner information along with the vehicle information contained in this report to the manufacturer of your vehicle?

Yes

Vehicle Information

17 digit Vehicle Identification Number (VIN): 3C3EL55H8TT306920
(Located under windshield on driver's side dashboard)

I purchased my 1996 Chrysler Sebring JXI convertible mid May 1997, odometer reading approximately 245 miles. Purchased @ Travis Chrysler Plymouth, Norman, Oklahoma.

9-23-97 returned to Travis Chrysler :

1. a spot on the hood.
2. A growling noise when you put foot on break or
3. When putting into gear.
4. Front driver and passenger windows scratched like the glass drags or something.
- 5.

The passenger side windows will not close/seal properly. Somehow catching the rubber molding and one hangs up on the other and wont close. Discussed with cash

6. A ding in passenger door
7. A ding on passenger side above rear tire.
8. Power mirror switch (recall letter)
9. Free oil change and filter.

10-13-97 See copy of attached survey mailed to you (with a letter) referring to the above list.

**** will only address the issues above that are still existing****

~~One more thing happened right after a recall & installation and explanation of something like it's a new kind of brake made. I could not identify it on the repair order but I assume the work was done.~~

4. front windows scratched.
 - a. driver window replaced.
 - b. Passenger window , had to order.** window still catches
5. ding was smaller but still there.

December 97/January 98

Knowing that it takes time to solve problems I waited patiently for a response to the survey. When I didn't receive a response I telephoned Chrysler Customer Service and they made arrangements for me to go to Mike Garrett Chevrolet, Checotah, Oklahoma.

Mike Garrett Chevrolet

1. Recall on arm ball joints.
2. Windows: The service man asked me if I drove or lived on dirt roads and proceeded to inform me that people who drive on dirt roads should, when they wash their car should spray that high pressure hose down the side of the windows to wash out all that dirt and gravel. when I answered him No, I don't live on dirt road or rarely drive them he said nothing else regarding the windows.
3. The driver seat belt was twisted up and explained that I had tried to untwist but wouldn't stay that way. He said they all do that, untwisted it as I had done numerous times.
4. Radio speaker on front passenger side making a noise. He agreed and said he would order a speaker.
5. The passenger electric window had stopped working. He took the cover off, said that it had on. He plugged it in and replaced cover.
6. A clip (to cover a screw) behind the passenger door handle was missing. He said he would have to order.

Arrangements were made for my husband to return my car to Mike Garrett:

There was a dispute. The service men informed my husband that they were doing me a favor by even working on the car.

Needless to say nothing was resolved.

With my husband encouraging me to give up on these issues because of all the hassles. Trying to find someone to take it to the shop to avoid taking off work, I decided (with reservations) to let it go and get rid of the car.

• There were 3 trips made to Mike Garrett Chevrolet:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

- 3-27-98 I decided to contact the Chrysler Customer service again to discuss these issues again. I spoke with Darren Williams but I have no notes on what we discussed.
- 4-7-98 Chrysler Customer Service Marlene :
Mike Garren refused to work on car. I think at this time someone maybe Marlene spoke with Bill Bull Chrysler in Muskogee, Oklahoma. I was to call and make arrangements.
- 4-13-98 I contacted Bill Bull Chrysler 3-4 times. Each time I was told to call back next week.
Through On the last phone call with them I asked if I could make an appointment for the future.
- 4-20-98 Bill Bull himself suggested that I return to the place where I purchased the car.
- 4-21-98 Chrysler Customer Service: Gordon Hill
I explained the problem with Bill Bull Chrysler. He contacted Skip Gordon and Darrell Yates Auto Mall in Tahlequah, Oklahoma.

*Before I go any further I would like it known that anything I referred by to Darrell Yates Service Department is not meant derogatory to them. They have been very helpful.

- 4-29-98 Darrell Yates Auto Mall: Skip Gordon

3. right front door speaker noisy, radio unhelpful
4. Windows: Didn't really want to work on windows

- 5-14-98 Chrysler Customer Service: Bobby
Just called to let customer service know how happy I was with the Seville department at Darrell Yates Auto Mall.
- 6-3-98 Darrel Yates Auto Mall:
Returned for parts ordered on April 29, 1998 to be installed.
1. Replaced brake pads.
2. Replaced Speaker.
3. Windows: still open for discussion.
- 6-9-98 Darrel Yates Auto Mall: Skip Gordon
I called Skip to see what had been decided. They would be reluctant to work on it especially since it was a convertible. His repair personnel were not that experienced especially with windows.
- 6-9-98 Chrysler Customer Service: Macarthur Clark
He called Darrell Yates to discuss the windows. He called me back to let me know that he was waiting for Skip Gordon's boss to call him back.
- 6-17-98 Chrysler Customer Service: Carla
The District Manager of that she was sending it but that she would call the dealership (Darrell Yates) and call me back. She never called back.
- 6-23-98 Chrysler Customer Service: Marty Kohler
I called to see if anything had been decided. Marty told me that it had been approved to have And individual company repair the windows.
- 6-30-98 Darrell Yates Auto Mall: Skip Gordon

7-9-98 Darrell Yates Auto Mall: Skip Gordon
I called skip. The service manager was off until tomorrow. He will get with him and let me know.

7-14-98 Darrell Yates Auto Mall: Skip Gordon
Still waiting for answer from service manager. He'll run him down and get some answers.

7-17-98 Chrysler Customer Service:
On hold for quit some time so I had to hang up.

7-21-98 Chrysler Customer Service: Macarthur Clark
I told him that I had been told that Darrell Yates had been authorized to find someone to work on the windows. I had contacted Darrell Yates 2 or 3 times. I also mentioned that the brakes were squeaking again.

call me back.

He informed me that it appeared that Darrell Yates had not been advised about the windows. He has left an e-mail or message to contact the dealership and someone should contact me in the next 24 hours. He will follow up on the status tomorrow.

7-27-98 Chrysler Customer Service: Macarthur Clark
Options were to take to Tulsa, Oklahoma. He would call Darrell Yates and call me back.

- 8-10-98 Chrysler Customer Service: Macarthur Clark
It will take 2 days for the repair. A rental vehicle had been approved and they would take it to Tulsa, Oklahoma.

- 8-24-98 Darrell Yates took my Car to Tulsa, Oklahoma for repair of windows. I thought they were
Taking it to a glass place from all the discussions I had been involved in. The place I cant read the name on the repair order, made some repairs but I don't know what they did to repair it.

- 9-10-98 Darrell Yates Auto Mall: Skip Gordon and Matt
Talked to Skip about the brakes and I don't remember why but I also talked to Matt about the windows. Matt told me that they would look at the brakes and windows

- 9-10-98 Chrysler Customer Service: Macarthur Clark
I called to let him know that I was taking my car back to Darrell Yates. The windows are still leaking and the brakes were still making a noise. He told me to let him know if he could be of any further assistance.

- 9-23-98 Darrell Yates Auto Mall: Matt

(with yates) was glad that to his work. He didn't know about getting me a car to drive until that he was running behind and would call me tomorrow.

11-2-98 Darrell Yates Auto Mall: Matt
I informed Matt that he was suppose to call me back and that I was calling about the brakes and the windows still leaking. He put me on hold pulled my file and told me that he was going to turn it over to the new service manager and have him to call me back.

11-9-98 Darrell Yates Auto Mall: Skip Gordon
I called Matt back and Skip informed me that he was out to lunch. I explained why I was calling. He advised that he would have Matt call me.

I called back and talked to Matt. He will pull my file and give to the service manager and Have him call me. He advised me to hang in there with him and they would get me fixed Up.

I informed Matt that I still had not heard from the service manager and that the right front speaker was broken again. He put me on hold to go speak to the service manager. When he returned he said let's just make you an appointment. He made the appointment for Tuesday November 24, 1998. I asked if I could bring it Monday night so I wouldn't have to take off work and it would be there Tuesday morning for them to work on. Call him tomorrow to make sure he has it all worked out for a loaner.

11-23-98 Darrell Yates Auto Mall: Matt
I called him back. He didn't get anything done. Call him tomorrow.

11-24-98 Darrell Yates Auto Mall: Matt
Advised that he need to talk to service manager, not really sure what to do.

Advised that this was really a hectic week with all the work they had to do and with the Holiday he didn't really want to put anyone in a bind.

I explained that would be ok that I would rather wait until they decide for sure what they were going to do before I made another trip.

He asked if it would be possible for me to come over there Monday evening (11-30-98) And just trade cars with him. I agreed that would be fine.

I asked if he wanted me to call before I came and he said no he would have a car ready.

11-30-98 Darrell Yates Auto Mall:
1. Adjusted driver window.
2. Adjusted passenger window.
3. Cleaned and adjusted rear brakes.

Continued

11-30-98

Darrell Yates Auto Mall:

When I arrived at Darrell Yates auto mall I learned that Matt had got busy and failed to make arrangements for a loaner. He apologized. Asked if I would come back tomorrow. He really felt bad about the mess up and offered compensation for a oil and filter change. I took the offer and told him I would be back tomorrow 12-1-98.

I think the repair order dated 11-3-98 work was actually done on 12-1-98. It seems that Matt either had it wrote up or we done it when I arrived and then he realized he had not made arrangements for the car.

The repair order for 12-1-98 shows:

1. Recall part ordered.
2. Oil and filter change
3. Rental car.

11-1-98

Darrell Yates Auto Mall:

12-11-98

Darrell Yates Auto Mall: Matt

Explained to Matt that the windows now have pop/grinding sound when rolling up/down. they still leak.

I explained to him that his service department had been very helpful but these things still were not fixed and asked him what I should do. He suggested that I bring it back in that maybe they would call Chrysler themselves to see what options were available.

The appointment was made for 12-17-98.

12-17-98

Darrell Yates Auto Mall:

1. Adjusted driver window.
2. Adjusted passenger window.
3. Replaced a cable on a recall.
4. The roaring sound could not be duplicated.

*When I arrived to pick up my car I was told that the windows were fixed. I asked if they checked to make sure. Anyway I asked if they had a water hose. They pulled my car into the garage, took a water hose with a small stream of water coming out and sprayed it over

The windows. One man sat in the car while this was being done and the other used the hose. It still leaked. The man in the car got wet.

They looked at it again and tried to figure it out. Asked me to bring it back again was suppose to go back on December 21, 1998

**Although they could not duplicate the roar in the steering or the brakes my husband

checked the power steering fluid and it was one-half quart low. When I mentioned this to Matt later he agreed that this was unusual and he would get someone to look @ it the next time it was there.

In the meantime I attempted again to contact Chrysler Customer Service to see if it would be possible for them to authorize me a loaner for the December 21, 1998 appointment. I attempted to find MacArthur Clark since he had authorized the previous loaner. I could not locate him. I guess I cancelled the 12-21-98 appointment until I could find out about a loaner car.

- 1-5-99 Darrell Yates Auto Mall: Matt
He will talk to Jack and call me back. I was to call him back around 3:00 if I hadn't heard from him.
- 1-6-99 Darrell Yates Auto Mall: Matt
He didn't get to talk to Jack yet. I was to call him back before they left at 6:00 if I hadn't heard from him.
- 1-7-99 Darrell Yates Auto Mall: Matt
I explained that I had not had a chance to call him back. He informed me that they did not want to send the car out that they were going to work on it there. We made an appointment for Monday January 18, 1999 He would check in to a loaner and call me back.
- Matt was out to lunch. Russell will have him call me and remind him to call me about a loaner.
- I called Matt back later that afternoon and he informed me that he would talk to Jack and call me back as soon as something was decided.
- 1-14-99 Chrysler Customer Service: Jamece Kenyon
I explained the situation to her and that since this was an ongoing problem would it be first of all this is an existing/ongoing problem and that my car payment was estimated at \$400.00 and that I could not afford to rent a car. She explained that was all she could do. I told her no that I could not afford it.
- 1-14-99 Chrysler Customer Service: Dianne
I explained again. She could do the same thing that Jamece Kenyon had offered.
- I talked with Matt in the meantime and we agreed that I would find a way to work and we set up an appointment for 1-27-99 at Darrell Yates Auto Mall.
- 1-27-99 Darrell Yates AutoMall: Matt
I left my car around 7:30am. I called Matt he would call me back around 3:00 so if necessary I could take off at 3:30 to have a ride to pick it up.
Matt called around 3:00pm. He informed me that they had done some adjustments but leak is not fixed. We agreed that he would keep it overnight (I agreed because it would be easier for me to have someone pick me at home (for work) rather than asking someone to follow me to Tahlequah again to leave it.) and do more adjustment tomorrow. He would call tomorrow around the same time.

4

2-4-99 Chrysler Customer service: Mrs. Rickson
I explained the situation and that Darrell Yates was going to look at the windows again and ask if a loaner could be reconsidered. She informed me that the phone conversation with Jaime Kenyon (could pay one-half the rental) had not been annotated. She informed me that she would enter the information and a decision would be made at that time.

2-8-99 Chrysler Customer Service: Ed Bell
I informed Ed of the situation and that I had an appointment made and would they reconsider authorizing a loaner. No it would not be reconsidered.

**In the meantime I had talked with Matt and we had set up an appointment for 2-16-1999.

2-16-99 Darrell Yates Auto Mall: Matt
1. Brakes: added brake fluid
2. Ordered right front speaker
3. Windows: checked for leaks at this time. No Windows still per fluid

2-17-99 Chrysler Customer Service: Patrick Keith
I explained the situation to him. That I still had existing problems regarding the WINDOWS, BRAKES and the SPEAKER. Informed me that my next options were:
1. The arbitration process.
2. That each dealership has a district manager that could work with me.
I didn't understand this.

He would send (electronically) the file (I think) to Matt and Matt would have the file by

2-19-99 Darrell Yates Auto Mall: Matt
I called Matt. He had received the file (I think). He had talk to Jack but wasn't sure what had been decided. He will talk to Jack again. I I hadn't heard from him by 4:30 when I left work. Call him back Monday 2-23-99.

2-23-99 Darrell Yates Auto Mall: Russell
At this time Russell explained that they never see a district manager. That I should expect the Windows to leak some. That a convertible window is going to leak.

2-25-99 Chrysler Customer Service: Colt
I explained the situation. He put me on hold and called Matt. He the informed me that my Car would be taken to a bigger dealership in Tulsa, Oklahoma.

** At this time I did not realize that it was going to be taken to Quinn Chrysler Plymouth. It had been to Quinn on 8- -1998.

3-2-99

Chrysler Customer Service: Kimberly Thomas

I informed Mrs. Thomas what had been decided. She talked to Matt. I asked her if Darrell Yates would be taking my car. She informed me that Darrell Yates wouldn't be taking it. She authorized A rental. It was agreed that she might not be able to get the rental in order before my appointment but they would reimburse me if that were not possible.

It was agreed that I would go to Tulsa, Oklahoma the night before after work. To take my car before the appointment on March 4, 1999. to pick up rental to avoid having to take off work.

3-2-99

Darrell Yates Auto Mall: Matt

In the meantime I received a letter from Darrell Yates informing me that the speaker that had been ordered was in and that when I got my car back from Quinn I would call for appointment.

3-2-99

She connected me with Roger

Quinn Chrysler Plymouth:

The appointment was set up for 3-4-99.

3-3-99

Quinn Chrysler Plymouth: Roger

I called Roger to see if arrangements were in order. He informed me that they had talked with someone but that I might check before I drive up there this afternoon.

When I arrived at Quinn and rolled my windows up to park it the passenger side windows were gaped and would not close/seal properly. I pointed (actually showed it to him) this out to Roger when he was checking the car in.

Quinn called me the evening before was pretty bad. I thought it would be even worse if being Friday.

3-11-99

Quinn Chrysler Plymouth: Roger

I called Roger.

He explained that the windows were out of line. I informed him that the passenger side windows gaped again (as I had showed him) when I rolled the up and that I had washed my car and the windows still leak.

He suggested I bring it back to Tulsa, Oklahoma and they would look at it again while I waited. I don't remember exactly how he put it but they would look at it while I waited. As to avoid a rental again. I asked him what would be the purpose of taking it up there a second (actually third) again. If it didn't get repaired would he want me to take it back? Again.

He then started to inform me that I shouldn't use a high-pressure hose to wash it. I informed him that I didn't know of any other way to wash it unless he meant it had to be washed by hand. He informed me that with it being a convertible there would be some leak.

3-11-99

Chrysler Customer Service: Lee William's

I explained the situation. I asked if I had any other options. She offered to arrange a rental as before. She asked if I had been informed about the arbitration process. So we agreed that my options were:

1. Take the car back to Quinn Chrysler Plymouth and let them re-align again and If it didn't work, do the arbitration!
2. Not take it to Quinn Chrysler Plymouth and do the arbitration.

I then requested arbitration approximately April/May 1999 and there was a hearing. The report is attached including a reply from me. I would like to point out that the arbitrator lied in saying that Mr. Mulkey explained the warranty. Mr. Mulkey was not present in the meeting although he was on the premises. Mr. Parks, the arbitrator does state that with the windows down they work flawlessly well, as you know weather conditions do not always permit driving with top down.

In June/July 1999 I filled out a safety questionnaire to NHTSA to report or either I provided the information on the phone and was mailed a copy of it. It is attached.

I contacted the Attorney General's Office who then informed me of the Oklahoma Lemon Law. After reading the information I felt sure that the problems I was having would fall and this would resolve my problem.

I did however in approximately July 1999 find a lawyer, Mike Kelly, concerned with my problem and willing to write Daimler Chrysler a letter explaining my problem, knowing that I had no means of paying for his services.
Again with no satisfaction.

See attached letter to Mr. Kelly dated September 17, 1999 referring to an incident that occurred when I was having my car detailed in which the lady doing it had trouble exiting the vehicle. Mr. Kelly again wrote another letter to Daimler Chrysler, dated October 1, 1999 explaining the potential hazard.


Mr. Kelly later informed me that he had been contacted by a Daimler Chrysler representative inquiring about a resolution to this problem. Mr. Kelly gave me his name, Randy Barnett, and phone number 913-469-3085 and asked me to contact him. I have left numerous messages for him, as recent as April 12, 2000 but to this day have been unable to talk to him.

As I was checking out your web site a headline caught my eye. It was something about child safety week. I shuttered! And decided to provide with you with this information. You see I have two beautiful grand-daughters in car seats whose lives are in danger each time they ride in the car with me.

In your recall database, campaign ID # 96V123000 on the brakes and the convertible top campaign ID # [REDACTED] is noted. Maybe the convertible top affects the windows and the brakes were another problem I had.

If there is any way you could possibly assist me in resolving this issue I would be very grateful.

Thank You
[REDACTED]

 U.S. Department of Transportation National Highway Traffic Safety Administration	Auto Safety Hotline Vehicle Owner's Questionnaire NATIONWIDE 1-800-424-9393 DC METRO AREA (202) 366-0123 INTERNET: http://www.nhtsa.dot.gov		FOR AGENCY USE ONLY 284 Date Received 25-JUN-1999		Oct or rt_dt od_rl up_tr
	OWNER INFORMATION (Type or Print) <div style="background-color: black; width: 100%; height: 20px;"></div>				Reference No. 841153
Do you authorize NHTSA to provide a copy of report to the manufacturer of your vehicle? In the absence of an authorization, NHTSA will NOT provide your name and address to the vehicle manufacturer.				<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Signature of Owner <div style="background-color: black; width: 100%; height: 15px;"></div>				Date 7/27/99	
VEHICLE INFORMATION					
Vehicle Ident. No. (VIN.) (Located at bottom of windshield on driver's side) 3C3EL55H8TT306920		Vehicle Make CHRYSLER	Vehicle Model SEBRING	Vehicle Year 1996	Current Odometer Reading 29,100
Purchase Date 5-12-97	Dealer's Name TRAVIS Chrysler Plymouth		Engine Size (CID/CC/L)	<input type="checkbox"/> Turbo <input type="checkbox"/> Diesel <input checked="" type="checkbox"/> Gas	
Transmission Type <input type="checkbox"/> Manual <input checked="" type="checkbox"/> Automatic	Anti-lock Brakes <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Restraint System <input type="checkbox"/> 3-Point Belt <input checked="" type="checkbox"/> Driverside Airbag <input checked="" type="checkbox"/> Passengerside Airbag <input type="checkbox"/> Motorbelt <input type="checkbox"/> 2-Point Belt		Cruise Control <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Drive Train <input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> 4-Wheel
Vehicle Type <input checked="" type="checkbox"/> Car <input type="checkbox"/> Van <input type="checkbox"/> Minivan <input type="checkbox"/> Other		Sport Ut <input type="checkbox"/> Truck <input type="checkbox"/> Motorcycle	Body Style <input checked="" type="checkbox"/> 2-Door <input type="checkbox"/> 4-Door <input type="checkbox"/> Stationwagon <input type="checkbox"/> Pick Up Truck <input type="checkbox"/> Other		
FAILED COMPONENT(S)/PART(S) INFORMATION					
Component 10121000	Part Name(s) VISUAL SYSTEMS:GLASS:POWER WINDOW DOOR AND SIDE		Location <input checked="" type="checkbox"/> Left <input checked="" type="checkbox"/> Right	Failed Part(s) <input checked="" type="checkbox"/> Original	
	Date(s) of Failure(s) PERMANENTLY		Mileage at Failure(s) SIX MONTHS PURCHASE DATE	Vehicle Speed at Failure(s) 0/0	Available? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
					Contacted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
APPLICATION INCIDENT INFORMATION (Please describe in detail the incident(s), failure(s), crash(es), and injury(ies) on the back of this form)					
Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured	Number of Fatalities	Estimated Property Damage	Reported to Police <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
NARRATIVE DESCRIPTION OF FAILURE(S), INCIDENT(S), INJURY(IES)					
WHEN WINDOWS ARE ROLLED UP, EITHER FRONT OR BACK WINDOW WILL GET CAUGHT BEHIND THE OTHER, NOT ALLOWING THE OCCUPANTS TO EXIT. MANUFACTURER HAS BEEN NOTIFIED. *AK					
CONTINUE ON BACK IF NEEDED					
The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.					

NATIONAL CENTER FOR DISPUTE SETTLEMENT

X-----X
: :
: In the matter of Dispute Settlement :
: between :
: :
: Ms [REDACTED] :
: ("Customer(s)") : CASE # [REDACTED]
: :
: -and- : DECISION
: :
: DaimlerChrysler Motors Corporation :
: ("DaimlerChrysler") :
: :
X-----X

determine disputes which had arisen between the Customer(s), Ms. [REDACTED] and DaimlerChrysler.

By telephone on May 14, 1999, I advised the parties that a hearing would be conducted at DARRELL YATES AUTO MALL INC on May 22, 1999.

Present on that date were:

[REDACTED]

Customer
Customer
Service Manager

The complaint(s) existing between the parties were set forth on a "Customer Arbitration Process Application" form dated April 14, 1999 and may be summarized as follows:

The front driver and passenger windows leak and will not close properly. The passenger side speaker is noisy. The brakes squeal and roar at times. Also, the brakes have a rubbing noise and sometimes feel like they catch. The Customer would like a replacement vehicle.

SUMMARY OF PRESENTATION:

The Customer stated that they have taken the vehicle into two (2) Dealers for brake noise and water leaks, but one (1) did not want to work on the car and the other does not have a technician familiar with convertibles. The Customer has made numerous phone calls to DaimlerChrysler service center hotline, but seems to make five (5) or six (6) calls before ever taking the vehicle in for repairs. They have taken the car to different Dealers to have the windows adjusted, but they say they are not experienced on this model. Their biggest problem is arranging to get the vehicle in for service around their work schedule. The Customer wants the vehicle replaced.

The Service Manager explained to the Customers the provisions in the warranty.

We took the car on a test drive and the brakes performed normally and did

the spray nozzle was held right on the glass to weatherstrip junction. When the windows were run up and down the front window would sometimes come up behind the rear window glass with the top up. If the top was down the windows worked flawlessly.

DECISION:

After reviewing the complaint(s) and hearing the proofs and arguments of the parties and taking into consideration the applicable manufacturer new vehicle warranty and the applicable warranty law including that of the State of Oklahoma, commonly referred to as the "Lemon Law," and after due deliberations, I find and Award as follows:

The Customer's request for a replacement vehicle is hereby DENIED.

I have reached this conclusion because the vehicle is not substantially impaired in its use, value, or safety, and the vehicle was operating normally for this type of vehicle.

This report states my complete DECISION as to all the complaint(s) submitted here for determination. DaimlerChrysler and/or Dealer shall have thirty (30) days, unless otherwise noted, from the date NADA receives the Customer's "Acceptance of Decision" form to comply with my DECISION.

DATE May 24, 1999

Kevin Parks
Kevin Parks



National Center for Dispute Settlement

2777 Stemmons Freeway • Suite 650

Dallas, Texas 75207

(214) 638-2700

Fax: (214) 638-4054

CUSTOMER Ms [REDACTED]

CASE # [REDACTED]

I understand that I am not bound to the Decision of the Arbitrator(s) in my case unless I accept it. If I am dissatisfied with the Arbitrator(s)'s Decision or the Dealer's or DaimlerChrysler Motors Corporation's eventual performance, I may pursue other legal remedies if I choose, whether or not I accept the

subsequent legal proceeding concerning the dispute.

I also understand that if I accept the Arbitrator(s)'s Decision, the DaimlerChrysler Motors Corporation Dealer involved and the DaimlerChrysler Motors Corporation will be legally bound by the Arbitrator(s)'s Decision.

You MUST mark one of the boxes below, otherwise, NCDS will consider that no response has been made to the Decision and your case will be closed accordingly.

I ACCEPT THE ARBITRATOR(S)'S DECISION

I DO NOT ACCEPT THE ARBITRATOR(S)'S DECISION

Please see attached letter

SIGNED:

[REDACTED]

PRINT NAME:

DATE:

6-11-99

Mrs. Twomey

June 11, 1999

In response to your letter dated May 24, 1999 reference case # 52995028~~gk~~ I would like to address the information that the arbitrator provided you.

First of all Brad Mulkey was not present in the hearing therefore offering no solution to the necessary repair that have still not been accomplished.

When my husband and I arrived at Travis Chrysler around 9:00am or 9:15 we were informed by Mr. Mulkey that he didn't think there was going to be a hearing. Mr. Mulkey had explained to Mr. Parks (who arrived 30/45 minutes late) that he could not meet this day and that the the District (not sure) then would surely not visit on a Saturday.

Mr. Parks states that the customer has taken the vehicle to two (2) dealerships for said repairs. He does not inform you that the vehicle was taken in for repairs on 16 occasions. The biggest problem is not arranging for repairs to be done but the point is the repair should have been repaired correctly. Mr. Parks did however tell me that the repairs could be accomplished correctly but never attempted to invite Mr. Mulkey inside to discuss such repairs. He did however tell us that he would talk to someone above him in Dallas I think, get vehicle taken apart and he could tell Chrysler how to fix it but that if he could not fix it it could not be fixed.

the warranty to the customer. My husband and I were not present at the hearing on that day with the exception of when we met him that morning (upon arrival) when he informed us that he did not think there was going to be hearing

The vehicle was parked in the wash bay and as Mr. Parks states there was a water leak but not excessive. I would like to explain that when you wash the top of the vehicle you get soap on the cloth top therefore it has to be rinsed properly to avoid ruining the top. Mr. Parks even stated to us that "you have to rinse that soap off real good or it can leave a soap film. Mr. Parks also used a small amount of pressure when he tested it so you can imagine the water you get if you are actually rinsing/washing at a regular car wash.

Mr. Parks also states that when the windows are run up and down that sometimes the front window would come up behind the rear window. It malfunctioned every time he tested it until he got out of the vehicle and pushed (with his hand) the rear window into the vehicle and it still malfunctioned a few times after that.

** ** * If the window don't roll up just right the doors will not open from the inside of the vehicle!!
Mr. Parks also states that the windows work flawlessly when the top is down. As you well know weather conditions do not always permit driving with the top down. *****

On this date I informed Mr. Parks that since I had filed this arbitration that :

1. The electric mirrors do not work.
2. There is water standing in the driver rear tail light cover.
3. The alarm system does not work.

He had answers of how easy these problems could be fixed but again never invited Mr. Mulkey in to the meeting to discuss them.

Therefore I do not accept the arbitrators decision in this matter.

I will not drive a vehicle that is unsafe for my family or me. If I were to have an accident in the vehicle and needed to get out of the vehicle it could cost me my life. I am not willing to take that chance. Would you?

However I do intend to proceed with whatever methods necessary to make it known that This vehicle is unsafe.



[REDACTED]

October 1, 1999

Daimler Chrysler Corporation
Customer Relations
P.O. Box 602
Center Line, MI 48105-9302

IN RE: [REDACTED]

Dear Sirs,

Please find enclosed a letter written to me by my client [REDACTED] dated September 17, 1999. As you may or may not recall, we previously wrote to you with regards to problems she was and is having with her vehicle since it was purchased.

After speaking with her personally, it seems that there is a problem with her window and door that may result in personal injury or death, sometime in the future.

I think it is easy to visualize that in certain accident situations, that the inability to exit an automobile because of a faulty window or door could result in severe injury or possibly death.

Therefore, I am putting you on notice as to this potential hazard, and feel that you should your judge your actions accordingly.

Sincerely yours,

[REDACTED]

MK/am

encl.

[REDACTED]

Fax [REDACTED]

c.c. Daimler Chrysler Corp.
Office of Robert J. Eaton
Chairman
1000 Chrysler Drive
Auburn Hills, MI 48237-2766



[REDACTED]

[REDACTED]

[REDACTED]

Fax

October 1, 1999

STATEMENT OF ACCOUNT

In Account with

[REDACTED]

For services rendered

TOTAL

\$25.00

September 17, 1999

I was very disappointed after speaking to you on the telephone today. I simply could not believe it when you informed me that Chrysler, Detroit Had contacted you and was not going to do anything regarding the windows issue on my vehicle. Since I have contacted you the problem has worsened. Now have to roll the driver window down to exit my car. I had my car detailed A few weeks ago and the lady cleaning from the inside had difficulty getting out Of the vehicle. I guess I should feel lucky that it wasn't an emergency, that she Needed out, or she could have probably sued me!

Well Chrysler has won. I am exhausted and have exhausted every effort into Trying to force this huge corporation in to doing the right thing !! It is hard to understand That they would be More interested in sales than quality of their product and satisfaction Of the customer.

I just wanted to take this opportunity to thank you for trying to help me. I did not Intend to ramble on so but I am just so concerned about the safety of this vehicle. It Is just so sad that a tragedy will probably have to happen before anyone will listen.



[REDACTED]

[REDACTED]

Daimler Chrysler Corporation
Customer Relations
P.O. Box 602
Center Line, MI 48015-9302

IN RE [REDACTED]

Gentlemen,

Please be advised that I want to bring to your attention a couple of problems which should probably concern you with regards to future sales of your vehicles.

First, I personally want to speak about a problem that I had with a 1995 Chrysler Dakota pickup that I bought.

The brakes on the front have continually caused me problems, and I would think that this is something that you should be aware of. Also, I have enclosed a bill showing that in April of 1999, I had to have my air conditioner repaired at the cost of \$1,074.47. It actually began having problems in the fall of 1998, but I put off having anything done until spring, due to the winter season. It would seem to me that an air conditioning system should last more than approximately 3 1/2 years, and as you can see, both the compressor and condenser had to be replaced.

Let me tell you at the outset that I completely trust my dealer here in Muskogee, Oklahoma, who is Bill Bull Chrysler dealership.

The pickup was the first American made vehicle that I have purchased; since 1971 I have driven Toyota, and I felt that I should probably should take a chance and see what kind of service I got from American made vehicles. I would point out to you that the Toyota's I had driven had been virtually maintenance free in all of those 24 years that I drove them.

I know that there is legally nothing that I can do, however this will weigh heavily on my decision to purchase my NEXT vehicle, which will likely be a large diesel pickup as I am getting to the point where I will retire and travel with a 5th wheel. I anticipate that during my retirement, I will have at least 3 or 4 more vehicle purchases to make.

I also want to bring to your attention another matter, and have enclosed some paperwork,

from a client of mine, [REDACTED], who also purchased a Chrysler, more specifically, a 1996 Sebring JXI, which was purchased new.

As you can see, it appears that she has nothing but problems with the vehicle, and in many instances, it seems as though she has been given the "run around".

Since we put a man on the moon approximately 39 years ago, it seems rather startling to me that the problems she has and is encountering cannot be resolved.

I am going to research, and determine under the Oklahoma "lemon law" what rights she has, but in any event, if neither she or I do have any way to correct these problems, I think that you can rest well assured that the rule of 250 may be put into effect.

For those of you who don't know about or understand about the rule of 250, it is kind of like the following: If I do a good job for a person, there is a likelihood that my client will tell ONE other person what a good job I have done for them. However, it seems that in my 36 years of practicing law, that if a client is dissatisfied with me, there is a higher likelihood that they will at least 250 other people how they feel about me, and of course, that would be in a negative sense.

I know that it is probably easy for you to dump this correspondence into the "black hole" that seems to exist in many corporate offices, but if it were me, I would attempt to at least help this lady if you could.

Sincerely yours,

[REDACTED]

cc. Daimler Chrysler Corp.
Office of Robert J. Eaton
Chairman
1000 Chrysler Drive
Auburn Hills, MI 48237-2766

: BATCH
 M : MEMORY
 S : STANDARD

C : CONFIDENTIAL
 L : SEND LATER
 D : DETAIL

\$: TRANSFER
 @ : FORWARDING
 F : FINE

P : POLLING
 E : ECM
 > : REDUCTION

TX 020017

RX 019075

FILE	DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERS. NAME
299	APR, 17,	11:39AM		RES	1'03"	P. 2	OK	
300		1:12PM		RES	1'13"	P. 3	OK	
301		1:14PM		RES	0'32"	P. 1	OK	
303		2:09PM		RES	1'07"	P. 3	OK	
307	APR, 18,	5:55AM		RD	1'05"	P. 1	OK	
310		8:26AM		RES	0'50"	P. 2	OK	
311		8:52AM		RES	5'53"	P. 8	OK	
313		9:48AM		RES	2'53"	P. 8	OK	
314		10:05AM		RES	0'52"	P. 3	OK	
315		10:19PM		RES	2'35"	P. 8	OK	
316		10:25AM		RS	2'12"	P. 2	OK	
317		10:42AM		RES	2'40"	P. 8	OK	
319		12:12PM		RES	2'26"	P. 5	OK	
320		12:34PM		RED	0'58"	P. 2	OK	
323		2:11PM		RED	1'31"	P. 1	OK	
324		3:07PM		RES	1'24"	P. 3	OK	
325		4:14PM		RES	3'43"	P. 10	OK	
326		9:33PM		RS	0'34"	P. 1	OK	
327	APR, 19,	9:36AM		RES	1'51"	P. 2	OK	
328		9:45AM		RED	1'11"	P. 2	OK	
329		10:03AM		RES	2'57"	P. 12	OK	
333		10:44AM		RES	0'58"	P. 3	E	
334		10:48AM		RES	0'46"	P. 2	OK	

FILE	DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERS. NAME
302	APR, 17,	1:42PM		TESM	3'02"	P. 8	OK	
304		2:30PM		TESM	0'29"	P. 1	OK	
306		2:38PM		TESM	4'08"	P. 3	OK	
308	APR, 18,	7:48AM		TESM	0'41"	P. 2	OK	
309		8:11AM		TESM	0'46"	P. 2	OK	
312		9:14AM		TESM	0'29"	P. 2	OK	
318		12:00PM		TSM	2'00"	P. 2	OK	
321		12:37PM		TESM	4'49"	P. 12	OK	
322		1:30PM		TESM	0'38"	P. 2	OK	
331	APR, 19,	10:12AM		TESM	2'30"	P. 8	OK	
333		10:16AM		TESM	1'06"	P. 3	OK	
335		11:27AM		TESM	2'05"	P. 5	OK	

TTI NHSA/OFC DEFECTS INV

* * * T C R (APR, 19, 2000 11:30AM) * * *