



U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

FEB 14 2008

1200 New Jersey Avenue SE
Washington, DC 20590

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mike Walton, Esq.
Counsel
PACCAR Inc
777 106th Avenue N.E.
Bellevue, WA 98004

NVS-214phk
PE08-011

Dear Mr. Walton:

This letter is to inform you that the Office of Defects Investigation (ODI) of the National Highway Traffic Safety Administration (NHTSA) has opened a Preliminary Evaluation (PE08-011) to investigate Kenworth C500, T2000, T300, T600, T800, and W900 trucks built between May 24, 2006 and November 21, 2006 for an inadequate trailer cable connection at the female plug interface located on the truck. ODI is aware of Technical Information Bulletin (TIB) bulletin number 34-31 (copy attached) concerning the trailer light line plug not being fully supported, which may cause the plug to flex, resulting in a separation at the connection. Even without a cable separation, if this flexing becomes severe enough, the voltage connection may be lost and the trailer will lose all lighting. An ODI engineer examined one of the trucks locally and discovered that the vehicle could lose continuity with the trailer after the truck was on the road, even if the cable was (initially) properly installed. Part No. P11-1066 (discussed in the TIB) appears to be a critical part of the trailer connection that is necessary in order to maintain a constant voltage source for proper operating trailer lights.

Unless otherwise stated in the text, the following definitions apply to these information requests:

- **Subject vehicles:** Kenworth C500, T2000, T300, T600, T800, and W900 trucks built between 05/24/06 – 11/21/06.
- **Alleged Defect:** any failure, malfunction, or otherwise unsatisfactory performance of the trailer light line connection plug on a subject vehicle.
- **Subject Component:** Trailer light line plug.
- **Kenworth:** Kenworth, all of its past and present officers and employees, whether assigned to its principal offices or any of its field or other locations, including all of its divisions, subsidiaries (whether or not incorporated) and affiliated enterprises and all of their headquarters, regional, zone and other offices and their employees, and all agents, contractors, consultants, attorneys and law firms and other persons engaged directly or indirectly (e.g., employee of a consultant) by or under the control of Kenworth (including



all business units and persons previously referred to), who are or were involved in any way with any of the following related to the alleged defect in the subject vehicles:

- a. Design, engineering, analysis, modification or production (e.g. quality control);
- b. Testing, assessment or evaluation;
- c. Consideration, or recognition of potential or actual defects, reporting, record-keeping and information management, (e.g., complaints, field reports, warranty information, part sales), analysis, claims, or lawsuits; or
- d. Communication to, from or intended for zone representatives, fleets, dealers, or other field locations, including but not limited to people who have the capacity to obtain information from dealers.

- **Document:** "Document(s)" is used in the broadest sense of the word and shall mean all original written, printed, typed, recorded, or graphic matter whatsoever, however produced or reproduced, of every kind, nature, and description, and all non-identical copies of both sides thereof, including, but not limited to, papers, letters, memoranda, correspondence, communications, electronic mail (e-mail) messages (existing in hard copy and/or in electronic storage), faxes, mailgrams, telegrams, cables, telex messages, notes, annotations, working papers, drafts, minutes, records, audio and video recordings, data, databases, other information bases, summaries, charts, tables, graphics, other visual displays, photographs, statements, interviews, opinions, reports, newspaper articles, studies, analyses, evaluations, interpretations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, instructions, blueprints, drawings, as-builts, changes, manuals, publications, work schedules, journals, statistical data, desk, portable and computer calendars, appointment books, diaries, travel reports, lists, tabulations, computer printouts, data processing program libraries, data processing inputs and outputs, microfilms, microfiches, statements for services, resolutions, financial statements, governmental records, business records, personnel records, work orders, pleadings, discovery in any form, affidavits, motions, responses to discovery, all transcripts, administrative filings and all mechanical, magnetic, photographic and electronic records or recordings of any kind, including any storage media associated with computers, including, but not limited to, information on hard drives, floppy disks, backup tapes, and zip drives, electronic communications, including but not limited to, the Internet and shall include any drafts or revisions pertaining to any of the foregoing, all other things similar to any of the foregoing, however denominated by Kenworth, any other data compilations from which information can be obtained, translated if necessary, into a usable form and any other documents. For purposes of this request, any document which contains any note, comment, addition, deletion, insertion, annotation, or otherwise comprises a non-identical copy of another document shall be treated as a separate document subject to production. In all cases where original and any non-identical copies are not available, "document(s)" also means any identical copies of the original and all non-identical copies thereof. Any document, record, graph, chart, film or photograph originally produced in color must be provided in color. Furnish all documents whether verified by the manufacturer or not. If a document is not in the English language, provide both the original document and an English translation of the document.

- **Other Terms:** To the extent that they are used in these information requests, the terms "claim," "consumer complaint," "dealer field report," "field report," "fire," "fleet," "good will," "make," "model," "model year," "notice," "property damage," "property damage claim," "rollover," "type," "warranty," "warranty adjustment," and "warranty claim," whether used in singular or in plural form, have the same meaning as found in 49 CFR 579.4.

In order for my staff to evaluate the alleged defect, certain information is required. Pursuant to 49 U.S.C. § 30166, please provide numbered responses to the following information requests. Insofar as Kenworth has previously provided a document to ODI, Kenworth may identify the document, the document submission to ODI in which it was included, and the precise location in that submission where the document is located. When documents are produced, the documents shall be produced in an identified, organized manner that corresponds with the organization of this information request letter (including all individual requests and subparts). When documents are produced and the documents would not, standing alone, be self-explanatory, the production of documents shall be supplemented and accompanied by an explanation.

Please repeat the applicable request verbatim above each response. After Kenworth's response to each request, identify the source of the information and indicate the last date the information was gathered.

1. Separately by model, state the number of subject vehicles that Kenworth has manufactured for sale or lease in the United States.
2. Separately by model, for each subject vehicle manufactured to date by Kenworth, provide the following:
 - a. Vehicle identification number (VIN);
 - b. Make;
 - c. Model;
 - d. Date of chassis manufacture, and
 - e. Date warranty coverage commenced

Provide the table in Excel, or a compatible format, entitled Response No. 2, PRODUCTION DATA.

3. For each vehicle identified in questions Nos. 1 and 2, state the type of trailer light line plug used and the manufacturer of such plug.
4. State the total number of each for the categories listed below, and separately (by category) provide copies of the following, received by Kenworth, or of which Kenworth is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles:
 - a. Consumer complaints, including those from fleet operators;
 - b. Field reports, including dealer field reports;
 - c. Reports involving a crash, injury, or fatality;

- d. Specifically identify reports claiming another vehicle crashed into the back of a subject vehicle due to a lack of running lights or brake lights.
- e. Property damage claims;
- f. Third-party arbitration proceedings where Kenworth is or was a party to the arbitration (to include all pleadings, orders, depositions, and related documents); and,
- g. Lawsuits (to include all pleadings, orders, depositions, and related documents) both pending and closed, in which Kenworth is or was a defendant or codefendant.

For each document provided, identify the applicable category.

Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition to the requested hardcopies, provide a table in Excel, or a compatible format, entitled "Response No. 4, CLAIM DATA."

5. Separately and grouped by model for each item (complaint, claim, field report, etc) within the scope of your response to Request No. 4, provide the following information:
 - a. Kenworth's file number or other identifier used;
 - b. The category of the item, as identified in Request No. 4 (i.e., consumer complaint, field report, etc.);
 - c. Vehicle owner or fleet name (and fleet contact person), address, and telephone number;
 - d. Vehicle's VIN and body or serial number;
 - e. Vehicle's, model and model year;
 - f. Vehicle's mileage at time of incident;
 - g. Incident date;
 - h. Report or claim date;
 - i. Whether a crash is alleged;
 - j. Whether property damage is alleged;
 - k. Number of alleged injuries, if any;
 - l. Number of alleged fatalities, if any
 - m. Concern stated by customer;
 - n. What parts were repaired, changed or replaced;
 - o. Comment/notes, if any, by dealer/technician relating to claim and/or repair;
 - p. Kenworth's assessment of the claim;
 - q. A copy of any documents that were sent to the dealer or repair facility to aid or assist in repairing the problem, and
 - r. Designate by (yes or no) if the trailer light line connection plug detached while the vehicle was in use.

If any vehicle was the subject of an inspection by Kenworth, provide a copy of all field reports along with the conclusion and recommendations or resolution.

Also, in addition to providing the requested documentation, provide this information in Excel, or a compatible format, entitled "Response to No. 5 CLAIM DATA."

6. State, by model year and model, a total count for all of the following categories of claims, collectively, that have been paid by Kenworth to date that relate to, or may relate to, the alleged defect in the subject vehicles: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign. Separately, provide a copy of each claim.
7. Separately, for each such claim listed in No. 6, provide the following information:
 - a. Vehicle owner or fleet name (and fleet contact person) and telephone number;
 - b. VIN;
 - c. Repair date;
 - d. Vehicle mileage at time of repair;
 - e. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
 - f. Labor operation number;
 - g. Problem code;
 - h. Replacement part number(s) and description(s);
 - i. Concern stated by customer;
 - j. Comment, if any, by dealer/technician relating to claim and/or repair;
 - k. Kenworth's assessment of the claim, and
 - l. Designated by (yes or no) if the trailer light line connection plug detached while the vehicle was in use.

Also, provide this information in Excel, or a compatible format, entitled "Response to No 7 CLAIM PAID DATA."

8. Produce copies of any and all service, warranty, and other documents that relate to, or may relate to the alleged defect in the subject vehicles, that Kenworth has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, special instructions or other documents or communications, with the exception of standard shop manuals. Also, include the latest draft copy of any communication that Kenworth is planning to issue.
9. Describe and provide a copy of any/all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect in the subject vehicles that have been conducted, are being conducted, are planned, or are being planned by, or for, Kenworth. For each such action, provide the following information:
 - a. Action title or identifier;
 - b. The actual or planned start date;
 - c. The actual or expected end date;
 - d. Brief summary of the subject and objective of the action;

- e. Engineering group(s)/supplier(s) responsible for designing and for conducting the field action; and
- f. A brief summary of the findings and/or conclusions resulting from the field action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action.

10. Describe all modifications or changes made by, or on behalf of, Kenworth in the design, supply, or installation of the subject component, which relate to, or may relate to, the alleged defect in the subject vehicles. For each such modification or change, provide the following information:
 - a. The date or approximate date on which the modification or change was incorporated into vehicle production or performed as a field action;
 - b. A detailed description of the modification or change;
 - c. The reason(s) for the modification or change;
 - d. The part number (service and engineering) of the modified component;
 - e. When the modified component was made available as a service component; and
 - f. Whether the modified component can be interchanged with earlier production components.
11. Furnish Kenworth's detailed assessment of the alleged defect in the subject vehicle, including.
 - a. The causal or contributory factor(s);
 - b. The failure mechanism(s);
 - c. The failure mode(s);
 - d. The risk to motor vehicle safety that it poses;
 - e. What warnings, if any, the operator and other persons both inside and outside the vehicle would have that the alleged defect was occurring or subject component was malfunctioning, and
 - f. What action Kenworth intends to take on this matter.

This letter is being sent to Kenworth pursuant to 49 U.S.C. § 30166, which authorizes NHTSA to conduct any investigation that may be necessary to enforce Chapter 301 of Title 49 and to request reports and the production of things. It constitutes a new request for information. Kenworth's failure to respond promptly and fully to this letter could subject Kenworth to civil penalties pursuant to 49 U.S.C. § 30165 or lead to an action for injunctive relief pursuant to 49 U.S.C. § 30163. (Other remedies and sanctions are available as well.) Please note that maximum civil penalties under 49 U.S.C. § 30165 have increased as a result of the recent enactment of the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act, Public Law No. 106-414 (signed November 1, 2000). Section 5(a) of the TREAD Act, codified at 49 U.S.C. § 30165(b), provides for civil penalties of up to \$5,000 per day, with a maximum of \$15 million for a related series of violations, for failing or refusing to perform an act required under 49 U.S.C. § 30166. This includes failing to respond to ODI information requests.

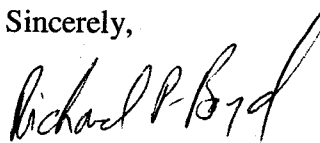
If Kenworth cannot respond to any specific request or subpart(s) thereof, please state the reason why it is unable to do so. If on the basis of attorney-client, attorney work product, or other privilege, Kenworth does not submit one or more requested documents or items of information in response to this information request, Kenworth must provide a privilege log identifying each document or item withheld, and stating the date, subject or title, the name and position of the person(s) from, and the person(s) to whom it was sent, and the name and position of any other recipient (to include all carbon copies or blind carbon copies), the nature of that information or material, and the basis for the claim of privilege and why that privilege applies.

Kenworth's response to this letter, in duplicate, together with a copy of any confidentiality request, must be submitted to this office by **March 21, 2008**. Please refer to **PE08-011** in Kenworth's response to this letter. If Kenworth finds that it is unable to provide all of the information requested within the time allotted, Kenworth must request an extension from me at (202) 366-4933 no later than five business days before the response due date. If Kenworth is unable to provide all of the information requested by the original deadline, it must submit a partial response by the original deadline with whatever information Kenworth then has available, even if an extension has been granted.

If Kenworth claims any of the information or documents provided in response to this information request constitute confidential commercial material within the meaning of 5 U.S.C. § 552(b)(4), or are protected from disclosure pursuant to 18 U.S.C. § 1905, Kenworth must submit supporting information together with the materials that are the subject of the confidentiality request, in accordance with 49 CFR Part 512, as amended (68 Fed. Reg. 44209 et seq; July 28, 2003), to the Office of Chief Counsel (NCC-113), National Highway Traffic Safety Administration, Room 5219, 400 Seventh Street, S.W., Washington, D.C. 20590. Kenworth is required to submit two copies of the documents containing allegedly confidential information (except only one copy of blueprints) and one copy of the documents from which information claimed to be confidential has been deleted.

If you have any technical questions concerning this matter, please call Mr. Peter Kivett of my staff at (202) 366-6178.

Sincerely,



Richard P. Boyd, Chief
MHDV Division
Office of Defects Investigation
Safety Assurance

Attachments : TIB Bulletin #34-31



A DIVISION OF **PACCAR**



BULLETIN NUMBER
34-31

7 March 2007

SUBJECT
Trailer Cable Connection Reinforcement

CONDITION
The trailer light line plug is not fully supported, which may cause the plug to flex at the hosetenna bracket connection.

CHASSIS AFFECTED
C500, T2000, T300, T600, T800, and W900 built between 05/24/06 – 11/21/06.

ACTION
If a customer comes into your dealership and demonstrates the condition above, perform the procedure, below.

WARRANTY
During Basic Vehicle Warranty, Kenworth will pay for parts at dealer net plus applicable mark-up and 0.25 hours labor. Use Quick claim 34-31.

PARTS
Parts are available from PACCAR Parts.

<u>Quantity</u>	<u>Part Number</u>	<u>Description</u>
1	P11-1066	Bracket – Trailer Receptacle QCS

BACKGROUND
Kenworth introduced the P11-1066 support bracket as a product improvement in December 2006 to provide additional support for the trailer light line plug. Kenworth will make this bracket available during warranty time and mileage limits to customers who might benefit.

PROCEDURE
Disconnect the two supporting bolts, insert support bracket P11-1066 between the flexible back of the harness boot and the frame bracket, and reattach bolts as depicted:

