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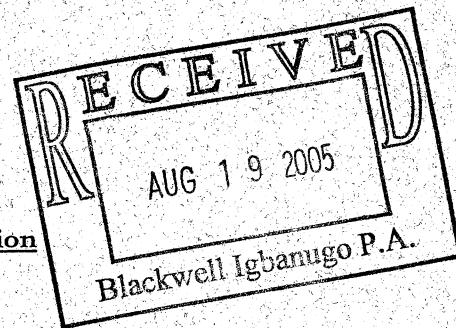
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WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION August 10, 2005

DaimlerChrysler Corporation
ATTN: Legal Department
485-13-32
1000 Chrysler Drive
Auburn Hills, MI 48326-2766



RE: [REDACTED] v. DaimlerChrysler Corporation

Vehicle: 2003 Dodge Ram 2500
VIN: 3D3KU28WD3 [REDACTED]
Our File No.: M0500771Z 6

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against DaimlerChrysler Corporation pursuant to the Federal Magnuson-Moss Warranty Act, the Missouri "Lemon Law", and the Uniform Commercial Code with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS LIEN. FINALLY, PURSUANT TO V.A.M.S. SEC. 407.573, ET SEQ., YOU ARE HEREBY NOTIFIED OF YOUR FINAL OPPORTUNITY TO CURE MY CLIENT'S VEHICLE.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Defective engine as evidenced by engine light on;

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2. Defective electrical system as evidenced by CD player skips, brake light inoperable;
3. Defective A/C as evidenced by not blowing out cold; and
4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle.

As I am sure you are aware, the Shaken Faith doctrine under the U.C.C. states:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension.

Zabriskie Chevrolet, Inc. v. Smith

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke. See Durfee v. Rod Baxter Imports.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, That's all, and revoke, notwithstanding the sellers repeated good faith efforts to fix the car. Rester v. Morrow.

My clients repair history clearly shows there was a breach of the written warranty. Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore, you are hereby notified that my client is revoking his acceptance of the vehicle. He has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for his damages.

Please be advised that under U.C.C. ' 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. ' ' 9-503 and 9-507 as well as other applicable Missouri Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C. ' 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office.


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Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely,


Kristin M. Liddle
Attorney at Law

KML/js

cc: 