

Issue of Complaint

Jeffrey D. Juarez vs. Vogt Engineering and Tuning

This document is created in the pursuit of a just and balanced outcome between Jeffrey D. Juarez (henceforth referred to as 'The Client') and Vogt Engineering and Tuning (henceforth referred to as VET)

It is the opinion of the Client that VET intentionally over charged for unnecessary labor, failed to adhere to the Client's budget, failed to notify of increased costs, did not meet the requests of the Client for specified parts, and has ultimately failed twice to complete the job; Demonstrating VET's inability or unwillingness to deliver a quality product that is correctly assembled as requested by the Client.

Below details all allegations from the Client against VET regarding repairs of the Clients 1974 BMW 2002 Classic.

1. Budget

Client verbally communicated a limited budget of 1.000-1.500 euro at the beginning of the project.

Client made multiple requests throughout the process for a written estimate.

Result

VET failed to supply repair estimates before or during the course of the project.

VET notified the client of increased machining complexity but again failed to notify of subsequent increase in costs.

After completion, the head was described as 'Ready to Run' and an estimate for a total of 2.493,72 euro was issued.

This estimate was 1000-1500 euro over planned budget. Prior to this, no notification of cost, or increased cost was communicated by VET to the Client.

2. Failure to complete in a timely manner

Communication was initiated, and the project was accepted by VET on 29.02.2016.

The Cylinder Head in question was deliver to VET between 02.03.2016 and 10.03.2016

As of 29.8.2016 the repair has not successfully been completed.

Result

Client has cancelled planned trips with the vehicle, has not had access for daily use, and continues to pay storage fees for an inoperable vehicle at the rate of 75 euro/month.

3. Failure to complete as requested

Email communication documents request for upgraded HD springs at the beginning of the project. (February 29, 2016) Multiple in-person conversations reinforced the Client's desire regarding such springs.

It was communicated and agreed upon that VET would order and supply the Schrick camshaft/HD springs for this build. The majority of other major parts were supplied by the Client (not including small parts/hardware.)

Upon first repair, the bill details the measuring and installation of the original springs, not the requested and agreed upon upgraded springs.

Of note, the amount later removed from the bill for the measuring and adjusting the old worn springs was more than the price of the requested springs.

Result

Client was charged 110,87 euro more than the costs of the requested parts.

Head repair was refused by Client until a compromise could be reached.

4. Request by VET that Client should be financially responsible for failed repair.

Instead of installing requested springs, VET used worn-out original springs, charging an additional 110,87 euro to measure and adjust. When confronted with this error, VET suggested that the Client either pay VET additional labor at a discounted rate to fix the issue, or suggested the Client fix the issue himself.

Result

The notion of paying additional money or self-repair of VET's mistake was rejected by the Client.

Client agreed to pay ahead of time the cost of parts/machining incurred by VET, with the understanding that Vogt would incur the labor of rectifying the incorrectly installed parts, and remove any cost associated with installing the original springs.

Total Paid by Client – 1.326,85 euro (Documentation provided)

Proper springs were Installed, with an adjusted labor total of 1000 euro (Total repair cost – 2,326,85 euro, or 166,87 euro less than the original bill.)

Price for the requested Schrick HD Springs- 56,00 euro. The Client believes this to be evidence supporting VET was added superficial labor that was not necessary.

Given that VET avoided written communication of cost/budget through the process, and most communication was verbal, the Client felt forced to comply with the billed amount in order to complete the project in a timely matter. **The amount requested by VET was paid with the expectation that the work done was of the highest quality, as described by VET.**

Examples of careless Workmanship

VET states that the client's tendency to put his own (Client's) workmanship and process, as well as VET's workmanship and process onto public online automotive forums of peers (both specialists, and hobbyists alike) in order to receive feedback, as a reason for a collapse of the working relationship between Client and VET. This was not meant by the client to defame VET, but as a means of education.

It is the Client's opinion that this could have lead to VET's quality issues in subsequent repairs.

Example A-

Failure to Install/Improper installation of supplied parts.

New Intake Manifold Studs (8) and new Exhaust Manifold studs (8) were supplied by the Client to be installed. They are both different in appearance, as well as function. Dated photographic proof as far as 16.06.2016 to current can be supplied.

Result

VET chose to replace only two exhaust studs, but replaced them with the "intake" studs. The rest were returned to the customer upon completion.

This mistake was left on the Client to correct and install the remaining supplied hardware.

Example B-

Failure to Install New Hardware When Needed

During a visit to VET, the Client was able to view removed parts before the first re-assembly (dates can be supplied). The rocker arm 'eccentrics' appeared to be worn. VET agreed, saying they needed to be replaced.

Much time and labor was also spent cleaning, measuring, and polishing the rocker-arm Shafts. The hours billed likely eclipse the cost of replacing with new parts.

New Rocker Shafts are appx. 35-50 euro each.

Result

Upon visual inspection, it appears that much of the original rocker hardware was re-used if not all, including the eccentrics. This will need to be confirmed upon disassembly inspection.

It is the Client's concern that the re-use of existing worn hardware was done as a means of corner-cutting by VET. It is also the Client's concern that VET's choice to not replace small inexpensive hardware could lead to future durability issues.

Example C-

Failure to set Crucial Tolerances

VET's original invoice lists setting Valve Lash to 0.2mm.

Result

Further inspection shows that this valve lash was not properly set after the second assembly. Valve lash ranges from greatly from 0.00 to 0.7mm.

Example D-

Failure to set Crucial Tolerances

Rocker locks were supplied by the Client to be installed. These 'locks' position the rocker-arms on the cam-shaft and limit side to side play. The tolerance at which they should have been set to is 0.1mm

Result

Further inspection shows that this tolerance was ignored. Side-to-side play varies from 0.2mm to more than 1.5mm.

Example E-

Incorrectly Installed Components

Rocker-arm retaining hardware is installed incorrectly (backwards) on the rocker shafts.

Result

Rocker arm is 1.5-2mm offset from the edge of the Camshaft lobe.

- Risk of damage to rocker-arm
- Risk of damage to camshaft
- Risk of dropping valve into combustion cylinder, resulting in catastrophic engine failure.

*It is the Client's opinion that had VET not neglected to set proper tolerances described in Example C/D, VET would have recognized this error.

Losses Incurred by Client

Client communicated a desired 'completed by' timeframe of end of May, beginning of June, 2016.

Job was initially completed incorrectly on June, 16, 2016- Repair refused.

Job was repaired incorrectly a second time- July 15, 2016

Currently, the Client had paid 2,326.85 euro to VET.

Result

Due to improperly set tolerances detailed in Examples C and D, as well as improperly installed components detailed in example E; when the motor was first started the Client observed extremely loud knocking, and abnormal noises as a result of VET's workmanship.

Upon further inspection by the Client, the above detailed issues were discovered.

Currently the Client has Incurred the Following Damages

1. Appx 20 hours spent in assembly of the motor to the current running state.
2. Inconveniences in not having a vehicle available for use during delays.
3. Continued storage fees for the vehicle while inoperable (75euro/month)

It is the Client's Opinion that by twice failing to deliver a quality result in a timely manner, assembled as requested by the client, and at a reasonable price; VET has demonstrated an inability to properly complete the job.

It is the Client's belief that VET is not capable or trustworthy in their relationship to the client to be given a 3rd chance to complete the job properly.

It is the Client's wish that any future work not be done by VET, so as to avoid any further quality issues, and avoid returning to VET in the event of any additional warranty repairs due to VET's quality of work.

It is the Client's concern that VET's workmanship may lessen the value of what is a classic, collectable vehicle.

It is the Clients opinion the following action terms be reached in settlement-

- A. VET is to compensate the Client for the above damages incurred.**
- B. VET to incur expenses for an outside independent inspection that documentations current condition, and creates a repair estimate needed to correct all workmanship errors and return the vehicle to the current, running condition.**
- C. VET to incur expenses needed to have a reputable mechanic that IS NOT Vogt Engineering/VET perform all work required based on the independent estimate.**