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February 9, 2005

Ford Motor Company
 Customer Relationship Center
 16800 Executive Plaza Drive
 P.O. Box 6248
 Dearborn, MI 48121

RE: Notice of Repeated Uncorrected Safety Problems with 2004 Ford F350
 Purchased by [REDACTED]

Dear Sir or Madam:

I am writing on behalf of [REDACTED] in regards to a 2004 Ford F350 truck, VIN 1FTWW33P84E [REDACTED], that they purchased from the Northern Ford dealership in Cut Bank, Montana, on May 5, 2004. The [REDACTED] have had many continuing problems with the vehicle and have had it in for servicing under the warranty at least five (5) times since they bought it. Further, it has been in the shop at Northern Ford or out of commission more than thirty (30) days since they purchased it. To date, Northern Ford has been wholly unable to correct or alleviate the problem. The main problem with this vehicle is that it will suddenly, while being driven, lose power and stall out. Every time this happens it creates a life-threatening situation for the [REDACTED] as they do not have any warning that the engine is going to die or that this is going to occur. This problem can occur suddenly and unexpectedly when they are driving in traffic, when they are traveling down the highway, and when they are driving on the gravel road to their residence. As you are aware, there have been several times this winter when the weather in the [REDACTED]s area has been 35 below zero or more for extended time periods, and the [REDACTED] are often forced to travel in areas where there is no cell phone coverage. Obviously, they cannot risk being stranded in this vehicle in such conditions.

The service department at Northern Ford has offered many suggestions and attempted many different repairs in an effort to correct the situation, but unfortunately, the problem is as bad today as it was on the day they bought the vehicle. As they paid approximately \$40,000 for this vehicle, they can at least expect it to run in such a way that it does not constantly endanger their lives. Obviously, this defect substantially

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impairs the use, market value, and safety of the vehicle, and considering the problem first manifested itself on the same day that the vehicle was purchased, it is clearly not the result of any abuse, neglect, modification, or alteration of the vehicle by the [REDACTED].

As the Ford service department has been unable to resolve these problems with the vehicle despite numerous opportunities to do so, the [REDACTED] now demand that you replace the vehicle with one that is the same model and style and of equal value. The [REDACTED] are entitled to this demand, per the laws of the State of Montana. *See, e.g.* § 61-4-503, Mont. Code Ann. (2003), which states the following:

If after a reasonable number of attempts the manufacturer or its agent or authorized dealer is unable, during the warranty period, to conform the new motor vehicle to any applicable express warranty by repairing or correcting any defect or condition that substantially impairs the use and market value or safety of the motor vehicle to the consumer, the manufacturer shall replace it with a new motor vehicle of the same model and style and of equal value . . .

Id.

Additionally, please consider this notice pursuant to § 61-4-502(1), M.C.A., which states the following:

If a consumer notifies in writing the manufacturer or its agent during the warranty period that a new motor vehicle does not conform to all applicable express warranties, the repairs necessary to conform the new motor vehicle to the express warranties shall be made by or at the expense of the warrantor, regardless of the expiration of the warranty period after notification of nonconformity is given by the consumer.

Id.

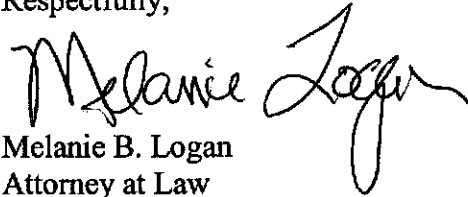
Pursuant to these laws, it is clear that the [REDACTED]'s demand is proper. If you dispute this, and if Ford Motor Company has established an informal dispute settlement procedure certified by the department of commerce in compliance with 16 C.F.R. 703, then the [REDACTED] are requesting that you provide them with the application for this process within ten (10) days of your receipt of this letter. The [REDACTED] will, of course, reserve their rights under Montana law if any required dispute resolution procedure is unsuccessful.

If informal dispute settlement is not required and you agree to replace the vehicle under Montana law, then please confirm, within fifteen (15) days of the date of this letter that you will replace the vehicle. If such a confirmation is not received by then, the [REDACTED] will immediately take further legal action, in which you may be required to pay court costs and punitive damages as a result of your

explicit violation of state and federal consumer protection laws. Please send said confirmation directly to [REDACTED] at [REDACTED] Whitlash, Montana, [REDACTED].

Thank you for your prompt attention to this matter.

Respectfully,


Melanie B. Logan
Attorney at Law

MBL:tml

Cc: [REDACTED]

National Highway Traffic Safety Administration
400 Seventh Street
U.S. Department of Transportation
Washington, D.C. 20590