

10135614

Groveland, FL

Rolling Hills Ford
1101 East Highway 50
Clermont, FL 34711
ATTN: Jay Rosario, Owner

CERTIFIED # 7005 0390 0004 1175 7993
RETURN RECEIPT REQUESTED

August 17, 2005

RE: 2003 Ford Econoline
VIN: 1FDSE35L1H

Dear Sir:

Reference is made to the repairs originally scheduled by Charla for Monday, 8/8/05. She made the appointment on 8/4/05 at 1:22 p.m. One item requiring repair was the alarm system. This was to be your sixth attempt to get it working properly. Charla said she could not verify the appointment until she checked with Tracy Gilley. By this time I had spent in excess of 15 minutes on hold and Charla was unable to contact Tracy to verify Monday's appointment. She agreed that she or Tracy would call me back to verify the appointment for Monday, 8/8/05.

Accordingly, I altered my schedule to make the vehicle available all day Monday, 8/8/05.

Neither Tracy nor Charla called back to confirm, so I was unable to have repairs completed.

I stopped by your Service Department on Tuesday, 8/9/05 and advised Frank Gevin of my dissatisfaction over a wasted day and lack of cooperation from Charla and Tracy. Frank had no explanation, and Tracy stated Charla never contacted her and she knew nothing about Monday's appointment.

Frank stated the Technicar tech was there, and he would have the alarm repaired while I waited, but that I would need to re-schedule the other work with Charla.

~~8/24/05~~
8/24/05

Please be advised the alarm was not properly repaired for the eighth time. If you fail to correct the defect by sending a tech to my home to make the necessary repairs, I shall take the truck to an alarm company and have the defective alarm replaced, I will hold you liable for all expenses including my time, at \$125.00 per hour.

Demand is hereby made for repairs, under warranty to defective tires and/or rims installed by Rolling Hills Ford. The tires and rims have less than 5,000 miles on them. Should you fail or refuse, I will purchase new tires and/or rims and hold you liable for all expenses, including my time, at \$125.00 per hour.

Demand is hereby made for repairs, under warranty, to defective brakes, shocks, air conditioning, and loss of power. The vehicle has approximately 35,000 miles on it, and it is within Ford's "bumper to bumper" warranty. Should you fail or refuse, I will have repairs performed by a licensed mechanic and hold you liable for all expenses, including my time at \$125.00 per hour.

Demand is hereby made for compensation for two days of unkept repair appointments at \$1,000.00. This is a commercial vehicle and my only source of income. I have repeatedly reminded your Service Department and management of this fact.

Your management is aware you sold and delivered this vehicle in defective condition. I accepted delivery based on your promise to correct the problems. You have failed to do so after repeated attempts. Now I have been told you refuse to work on the vehicle, even if I am willing to pay for it.

You have ten (10) days to reply. Effective today, the truck will carry signage stating: "ROLLING HILLS FORD IS CROOKED - THEY SELL DEFECTIVE VEHICLES".

Time is of the essence. Fail at your own peril.

Very truly yours,



cc: J. Gordon Blau, P.A.

Ford Motor Co. Certified # 7005 0390 0004 1175 8006

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After about 45 minutes of waiting, the Technicar tech came for the keys to my truck. As soon as he saw the truck, he told Tracy he could not repair the problem without parts he did not have. He then stated he advised Randy "the tall guy" the last time he worked on the alarm the additional parts would be required and was told, "just turn the sensitivity all the way up". The tech then repeated this to Frank, who said "that's news to me". We agreed that Technicar would order the parts and Tracy would schedule the repairs for Tuesday, 8/16/05 at 9:00 a.m. Tracy wanted to start that late "because I want to be here to make sure it's done quickly".

I arrived at 8:55 a.m. and was met by the Technicar rep. We went over his scope of work, which involved my moving approximately 50% of the contents of the truck so he could run his wiring. Tracy never showed up.

After moving the contents, I walked to the Service Department to verify the remaining repairs with Randy McClean. I had spoken with both Tracy and Randy the previous day to again verify the work that was to be done. I also had received a voice mail on 8/15/05 from Frank Gavin stating "we will see you tomorrow".

When I approached Randy about an oil change and other maintenance items, he stated, "I can't work on your truck". When I asked why, he said "as long as there's a cudl open with Ford, we can't work on it". He then agreed he could do the oil change and tire rotation because I was paying for that. Later, after speaking with Frank on his cell phone, Randy said, "I can't touch your truck". In response to my question why he had confirmed the service appointment the previous day, Randy stated he "didn't know at the time". Randy stated he was acting on orders from Frank Gavin.

Frank Gavin had also confirmed the appointment by voice mail the previous day. I still have the message. I called Ford Customer Care. After a through review of the cudl, the Ford Representative stated to me there were no such "Do Not Service" orders documented and that Frank's position was not in conformance with Ford policy. In other words, Frank and Randy lied.

Unhappy that I had now canceled all work for the second day for no reason, I asked to speak with your General Manager. After a short wait, I was approached by Doug Chase, Sales Manager. He stated he did not know the whereabouts of the Owner, General Manager or Fixed Operations Director.

I explained my dissatisfaction with two lost days of income and demanded compensation. He asked me to wait and disappeared. Approximately twenty minutes later a gentleman in a Service Department shirt approached and said, "someone from upstairs is coming down." Approximately 10 minutes later, Randy appeared and said there was nothing he could do and "we don't have any money".

After some heated words, Doug ordered me off the property.

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[REDACTED]

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