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[REDACTED]
[REDACTED]
Palm City, Florida [REDACTED]
[REDACTED]

April 18, 2006

BBB AUTOLINE
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203-1838

Re: flc07 FRD0639556: [REDACTED] vs Lincoln 1LNHM81W66Y [REDACTED]

I am dissappointed in the arbitrator's (MR. William J Wadsworth) decision and the logic behind it. The fact that his right foot was large enough to hit both the brake and accelerator at the same time and caused the engine to accelerate to the 3500 RPM range in no way duplicated the problems I encountered. If this was truly the cause of the problems I encountered, why were mechanics from Wallace Lincoln Mercury and engineers from Ford unable to duplicate these conditions during their testing procedures?

In the last incident I encountered, why did the high engine RPM continue after turning the ignition on and off three times?

Why did I suddenly have a problem with a new 2006 Town Car that I never experienced with many miles of driving a 2000 and a 2003 Model?

If Ford has changed the configuration and proximity of the brake pedal to the accelerator, this in itself must have created a safety prolem that makes the entire 2006 Town Car model year a Lemon from a safety standpoint.

Mr. Wadsworth test drove the car and caused sudden acceleration on an unoccupied residential road with no traffic in anticipation of causing a braking problem. With the sudden acceleration he created, he never did cause major braking problems such as those I encountered.

The mere fact that the car can suddenly accelerate without adequate braking response should be enough of a safety hazard for Ford Motor Co. to want to do something about it. Whether this safety defect is caused by an electronic, computer, mechanical malfunction or a poorly designed brake and accelerator relationship is immaterial. The fact is that the car is susceptible to unintended incidents that create a safety hazard that can cause serious accidents and almost did in my case.

Very Truly Yours
[REDACTED]

cc: BBB AUTOLINE, W. Palm Beach
Wallace Lincoln Mercury, Attn: Mr Lee Smith, President
Ford Concumer Intervention, Attn: Julie Cohoe
Center for Auto Safety, Attn: Mr. Clarence Ditlow
National Highway Traffic Safety Administration

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workmanship covered by the manufacturer's new vehicle warranty, please explain whether or not you believe this problem is a substantial impairment of the use, value or safety of the vehicle.

This complaint does not effect the use value or safety of the vehicle if the vehicle is driven in a normal manner. It took quite a bit of effort on the arbitrators part to duplicate the complaint. But I can see how alarming it would be to have this happen with no warning.

Question 3

Please address the following aspects of your state's lemon law below:

- a During the applicable time period specified by this state's lemon law, the vehicle has been out of service by reason of repair to vehicle problems for a cumulative total of how many days?

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- b Has the standard for a reasonable number of repair attempts under this state's lemon law been met? (Yes or No)

Yes

- c Please explain how you reached this conclusion.

Based upon the warranty repair records that show days out of service and the number of repair attempts.

- d Is this consumer entitled to a repurchase or replacement under all other provisions of this state's lemon law [i.e., eligible consumer, eligible vehicle, applicable time frames (if any), notice provisions (if any), reasonable number of repair attempts, etc.]? Please explain how you reached this conclusion.

NO, even though all time frames have been met. All notice provisions were filed in a timely manner and there have been a reasonable number of repair attempts have been made the vehicle does not have a substantial defect or nonconformity that effects the value, safety or use of the vehicle.

Question 4

State your decision (i.e. Repurchase, Replacement, Interim Repair, Denial) and explain why it is appropriate.

DENIAL. This decision is appropriate for the following reasons:

- 1-No verifiable defects.
- 2-Does not meet the Florida Lemon Law criteria.

Question 5

If awarding a repurchase or replacement:

- a Show the formula you used for making a reasonable use deduction and the amount deducted, or explain why no reasonable use deduction was made.

N/A

- b List any damage to the vehicle beyond normal wear and tear, and explain how you arrived at any amount deducted for the damage.

N/A

- c If you've decided not to award all collateral or incidental charges that were requested on the Agreement to Arbitrate, please indicate your reason for doing so.

N/A

Question 6

The following materials and documents were submitted by the parties as part of