



U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET:www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received

24-AUG-2006

Repository ☐

Reference No.
10166436

OWNER INFORMATION (Type or Print)

Name

Address

City ANNANDALE

State VA

Zip Code 22003

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle?
In the absence of an address to the vehicle manufacturer.
Signature of Owner _____ Date 9/7/06

~~YES~~ YES

~~NO~~ NO

YES

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
1FDRE14W43

Make
FORD

Model
ECONOLINE

Model Year
2003

Date Purchased
01-FEB-05

Dealer's Name and Telephone Number

BATTLEFIELD FORD

703-368-3184

Engine:
No: Cylinders 8

Fuel Type:
Gas

Original Owner
☐

Dealer's City

Manassas

State
VA

Zip Code
20110

Transmission Type
AUTOMATIC

☒ Antilock Brakes
☒ Cruise Control

Powertrain
REAR WHEEL DRIVE

Vehicle Component Code Also Air Conditioner
103000 POWER TRAIN: AUTOMATIC TRANSMISSION

Multiple Failure: 4 plus currently

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)
24-AUG-2006
See Appendix

Failure Mileage
30000

Failure Speed

Please see attached personal notes - Copies of Service Records Available

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and Injury(ies))

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

Narrative Description of Incident(S), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

DT*: THE CONTACT STATED WHEN THE VEHICLE WAS IN REVERSE, THE VEHICLE FELT AS IF IT WAS SLIPPING ON ICE OR SLUDGE. WHEN THE VEHICLE WAS IN THE FORWARD MOTION, SOMETIMES THE SAME SENSATION WAS FELT WHEN STARTING TO MAKE A RIGHT OR LEFT TURN. THE DEALERSHIP INSPECTED THE VEHICLE FIVE TIMES, AGREED THE PROBLEMS WERE PRESENT HOWEVER, THE DIAGNOSTIC TESTS SHOWED EVERYTHING WAS NORMAL.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

U.S Department of Transportation
National Highway Traffic Safety Admin.
400 Seventh St., S.W.
Washington, D.C. 20590

September 7, 2006

Attn: Alberto A. Jimenez, Chief
Correspondence Research Division
Office of Defects Investigations
Enforcement

Dear Sir:

I am enclosing copies of information that was requested by your office. We continue to have problems with our vehicle, which has currently been in the repair shop again since August 28. We have had no response from Ford Motor Company other than to be told they are working on it or to keep in contact with the dealer.

Thank you for your interest in this matter. Any assistance or guidance you could provide in this matter would be greatly appreciated. They had us sign a Standard Arbitration Agreement which we had no idea about but now find out that it basically ties our hands and leaves us stuck with a lemon.

Sincerely,

[Redacted Signature]
[Redacted Address]
Annandale, VA [Redacted]

E-mail: [Redacted]

August 28, 2006

Battlefield Ford
8980 Mathis Avenue
Manassas, VA 20110

ATTENTION: J. R. Schaeffer General Manager

Dear Sir:

On February 26, 2006 we bought a used 2005 Ford E-150 LA West conversion van from Battlefield Ford in Manassas, VA. We purchased this vehicle for \$19,990 with 14,844 original miles and the balance of the factory warranty of 3yrs/36,000 miles. There is currently 30,200 miles on the van with the original warranty due to expire on November 11, 2006. We also purchased the extended Premium Service Contract for \$1737.38 that expires November 5, 2009.

We are writing this letter to serve as documentation for two very serious on-going problems. In May of 2005 we began having problems with the air conditioning system, soon to be followed by rear end/transmission problems and both problems still exist. The air conditioning is the least serious of the two but is a concern because it is not operating properly. The rear end/transmission problem has us most concerned. It began with a slippage or thud sound when in reverse, not in the engaging of gears, but the actual function in reverse. It is a feeling similar to the wheels slipping on slush or ice when trying to back up. Please refer to our enclosed personal documentation for services performed on this vehicle. Currently there is one open outstanding service record from July 3, 2006.

In reference to the July 3, 2006 service date, we consider the comments made by the Ford Field Engineer (Ernie) to be misleading and unacceptable in resolving the problems with the rear end/transmission. We invite the General Manager of Battlefield Ford in Manassas, VA as well as anyone from Ford Motor Company, Quality Control Division, to take a ride with us and experience this problem, and then explain to us how this could possibly be "A NORMAL OPERATING CHARACTERISTIC" of this vehicle, and also expect us to find this to be an acceptable explanation. This is our third Ford E-150 conversion van and we never experienced anything like this with either of our 1983 or 1992 vehicles. The fact that we had such good experiences with both vans led us on our one year plus search for our current one.

The problems with this vehicle greatly decreases its value, however we are still obligated to honor our loan payments until they are paid in full. This is very disheartening to us since we have almost four more years of payments remaining on the loan.

We feel we are within our rights to expect a rapid resolution to these problems in view of the fact so much time has already been wasted on our original warranty (which expires in a few months) in trying to have these problems diagnosed and repaired on this vehicle. Thank you for your consideration in this matter, and we will anxiously be awaiting your reply.

Sincerely,

[REDACTED]
Annandale, VA

Phone: [REDACTED]

E-MAIL: [REDACTED]

Copy to: Ford Motor Company - Customer Relations Center
Copy to: Attorney General, Office of Consumer Affairs
Virginia Department of Agriculture & Consumer Services
Enclosure



8980 Mathis Avenue • Manassas, VA 20110
703-368-3184 • Fax: 703-368-3118

STANDARD ARBITRATION AGREEMENT

We hereby agree that any Dispute (as defined below) shall be resolved by binding arbitration through the National Arbitration Forum, under its Code of Procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.arb-forum.com or PO Box 50191, Minneapolis, Minnesota 55405. This Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1-16. Any arbitration hearing shall take place in the state and county where Dealer is located and the arbitrator shall apply the substantive law of the Commonwealth of Virginia. Judgment upon any award may be entered in any court having jurisdiction. As used herein, a Dispute is any claim, dispute or controversy directly or indirectly relating to a 2003 Ford V70 motor vehicle or any transaction directly or indirectly relating to such vehicle, provided however that Dealer's right to repossess any collateral, security or property interest and Purchaser's failure to provide consideration to be paid by Purchaser (including failure to pay a note or dishonored check, failure to provide title to a trade-in vehicle or to pay a deficiency resulting from a loan payoff on a trade-in vehicle) shall not be considered a Dispute and shall not be subject to arbitration. This Agreement shall not be construed to permit class-wide arbitration of any claim. In the event a Court having jurisdiction finds any portion of this Agreement unenforceable, the remaining terms shall continue in effect.

THE PARTIES UNDERSTAND THAT THEY HAVE THE RIGHT TO LITIGATE ANY DISPUTE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY HEREBY CHOOSE TO HAVE ANY DISPUTE DECIDED THROUGH ARBITRATION. THE PARTIES ACKNOWLEDGE THAT THEY HEREBY EXPRESSLY AND KNOWINGLY WAIVE THEIR RIGHT TO A JUDGE OR JURY TRIAL.

Dated: 2/20/01

BATTLEFIELD FORD

By: [Signature]

[Redacted Signature] [SEAL]

Customer

[Redacted Signature] [SEAL]

Customer

SERVICE DATES:

Annandale, Va.

2005

MAY 10 - A/C not working. Serviced loose clutch, recharged system.

MAY 17 - A/C still not working. Serviced by replacing O rings and recharged system with dye to check for leaks.

MAY 31 - A/C not working again. Located leak. Ordered and replaced rear A/C line and accumulator bottle.

MAY 31 - Transmission/Rear End - clunking sound and slipping in reverse. Road tested with Ford employee to verify. Serviced by lubing drive shaft and slip yoke. Still noticing problem after vehicle returned.

2006

JAN 25 - Transmission/Rear End - slipping problem in reverse worse. Starting to feel slight problem in drive also. Test drive with me for verification. Serviced by installing new drive shaft. Still feels the same. No real improvement.

APR 27 - Transmission/Rear End - Problem more noticeable and happening more frequently. Serviced by removing the drive shaft and lubing with "Special" grease recommended by Ford Engineers.

JUNE 7 - Transmission/Rear End - Took test drive with shop foreman and he acknowledged problem and said he would like to have a Ford Engineer check vehicle. Appointment made for June 19 at 12:30 for another test drive with engineer. No service on this visit.

JUNE 19 - Transmission/Rear End - Arrived at Ford shop for test drive with Ford Engineer at 12:30 and was told by Bryan (shop foreman) that Engineer was running late but would arrive soon. Engineer did not arrive until 3:00. Took a test drive with Bryan (shop foreman), Ernie (Ford Engineer, and John (transmission specialist). I was able to duplicate the problem of the slipping several times within the first quarter mile. All three immediately acknowledged feeling the problem and started to discuss possible solutions. I invited the Engineer to drive the vehicle himself, which he did and he also was able to duplicate the problem right away and again started to discuss possible solutions. I explained to him that we were due to go on vacation the following week and questioned the reliability of the vehicle and the Engineer said he did not think they could repair it in time for our trip, but he felt sure that it would be okay to drive for the trip.

JUNE 19 - A/C - Made loud noise during above test drive and Engineer asked me to leave vehicle to be checked. Service involved re-routing a line. Returned next day to P/U vehicle and made appointment to drop off after vacation for further testing on transmission.

JULY 3 - Transmission/Rear End - left for further transmission testing. I returned for the vehicle on July 7. I was told by Ernie, the Ford Field Engineer, that after all tests were performed and measurements taken that this problem has now been diagnosed as QUOTE "A NORMAL OPERATING CHARACTERISTIC OF THIS VEHICLE". I explained that this was our third Ford E-150 conversion van and that we have never had this type of problem before with the other two. They continued to tell me that they felt nothing more would go wrong with the transmission/rear end.

JULY 3 - A/C - not cooling properly. Was told that they needed to order new parts from Conversion company and would call when parts were in to bring vehicle in. There was green dye on carpet by the rear A/C unit and part of cover broken. I called and was told that this would be replaced. I was told again that I would be called when parts arrived.


Annandale, Va. 

JULY 3 - Continued conversation regarding Transmission/Rear End after being told that this was "A NORMAL OPERATING CHARACTERISTIC OF THIS VEHICLE" - I explained that this was our third Ford conversion van and that the other two never had any of these problems. They just continued to tell me they felt nothing further would go wrong with the transmission/rear end. I then explained our original warranty would expire in November 2006 and that I was not comfortable with the fact that after all these months of ongoing problems that the problem still existed. They stated that we had purchased the extended warranty and that it would cover problems. I told them that I did not feel that was fair since the problem has been occurring during the factory warranty and that I would then be expected to start paying a \$100 deductible for any further warranty visits related to this problem.

JULY 14 - We have not heard from Battlefield regarding the A/C parts. I called and spoke to Ryan and was told parts were not in, that it could take 2 weeks to get. I asked if he would call me once a week to keep me updated as I can only bring the van in on a Monday because of my work schedule. He said "sure - no problem",

JULY 21 - No call from Battlefield Ford/Ryan. Called Ryan to get an update on the parts. We've been having 100 degree and higher with the heat index. Asked if parts were in yet and only response was "No". Asked again if he would call and keep me updated and he again said "sure - no problem".

JULY 31 - No call from Battlefield/Ryan. Called Ryan again and asked about status of parts. He said he didn't know and would call LA West that morning. He called back and said the A/C parts will be RE-SHIPED on August 2 with the rear A/C cover that was damaged when it was in the shop last. I asked that he please call me when the parts were received and he replies "Yes, I will".

AUG. 4 - Battlefield/Ryan has not called. I called and was told Ryan wasn't there. Spoke to Lorie who contacted Ryan who said that not all of the parts had been received. Asked again for Ryan to call me.

AUG. 11 - No word from Ryan at Battlefield. I called Ryan and was then told parts should be in 8/16 or 8/17. Ryan said he would call LA West A.S.A.P. and call me.

AUG. 18 - Again, I am the one who has to make the call to Ryan to find out about the status of the parts. He finally said that all parts were in but that he was going on vacation the following week (8/20-26) and asked if I could bring it in on Monday 8/28. I told him I would.

