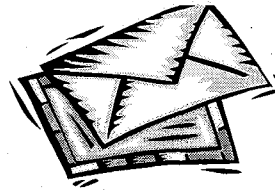


**NHTSA ccmMercury Routing Slip**



CL-10256728 -4459

Printed: 1/21/2009

NHTSA #: ES09-000324  
XREF #:  
Delivery: REG

Rec'd Date: 1/21/2009  
Doc Type: CNG  
Address To:

Referred By: NPO-011  
Doc Date: 1/14/2009  
Due Date: 1/30/2009

S10 #:

DOT/I #:

RMP #:

**Subject: LTR FROM SENATOR HUTCHISON ON BEHALF OF CONSTITUENT, \_\_\_\_\_ RE  
PROBLEMS WITH HER 2005 LINCOLN NAVIGATOR. REPLY TO SAN ANTONIO, TX OFFICE- REQUEST A  
COPY OF ENCLOSURES BE RETURNED WITH RESPONSE (FULL DOCUMENT NOT IMAGED)**

Ack Date:  
Sign Office: ACTING DEPUTY  
ADMINISTRATOR  
Cleared Date:  
File Loc:  
Added By: BMILLINGS x65470

Ack By:  
Signature: RONALD MEDFORD  
Cleared By:  
XREF File:  
Modified By:  
BERNADETTE.MILLINGS

Signed For:  
Cleared For:  
Closed Date:

Most Recent Comment:

**Author:**

KAY BAILEY HUTCHISON  
UNITED STATES SENATOR  
3133 GENERAL HUDNESS  
SUITE 120  
SAN ANTONIO, TX 78226  
Tel: 210 340-2885 Fax: 210 349-6753 E-mail:

Assigned To	Task	Asgn Date	Deadline	Returned Date
NVS-200	REPLY	1/21/2009	1/30/2009	
NVS-010	INFORMATION	1/21/2009		1/21/2009
NIA-110	INFORMATION	1/21/2009		1/21/2009
NOA-02	INFORMATION	1/21/2009		1/21/2009
I	INFORMATION	1/21/2009		1/21/2009
NPO-011	INFORMATION	1/21/2009		1/21/2009

2009 JAN 22 PM 1:41

AA  
1/21/09  
NJ

# United States Senate

WASHINGTON, DC 20510-4304

January 14, 2009

RESPECTFULLY REFERRED:

Ms. Nicole Nason  
Assistant Secretary for Governmental Affairs  
U.S. Department of Transportation  
400 Seventh Street SW, Room 10408  
Washington, DC 20590

Dear Ms. Nason:

The attached communication was forwarded to Senator Hutchison by a constituent who is concerned about a matter that falls within your agency's jurisdiction. I would appreciate it if appropriate inquiries could be initiated on this individual's behalf, and if a full response could be prepared for me to report to the constituent.

It would be very helpful if the attached were to accompany your response. In the event you require more information, please do not hesitate to contact me in San Antonio at 210/340-2885 or by fax at 210/349-6753.

Thank you for your courtesy.

PLEASE REPLY TO:

Office of Senator Kay Bailey Hutchison  
Attention: Jeff Bazan  
3133 General Hudnell, Suite 120  
San Antonio, TX 78226

Enclosure

December 12, 2008

Senator Kay Bailey Hutchinson  
284 Russell Senate Office Building  
Washington, DC 20510-4304  
(202) 224-5922

Senator Kay Bailey Hutchinson:

As a citizen I am deeply concerned with the Auto Bailout that recently passed the House of Representatives. I am a current owner of a Lincoln Navigator, and since day one, I have had nothing but problems with my Navigator. I can not get Ford to honor their warranties and repair my vehicle properly. I have been complaining about the same issues for two and a half years. My vehicle has been in the repair shop approximately 35 times during this time period, and this vehicle was purchased brand new.

To give you a brief history, I have a 2005 Lincoln Navigator that was purchased in Houston, Texas from West Pointe Lincoln Mercury in July 2005. I moved to Colorado Springs, Colorado in February 2006. I have taken my vehicle to several Lincoln dealerships on numerous occasions to try to have my warranty repairs and issues addressed. As of today, many of these issues and repairs have not been made nor does Ford want to address my concerns and issues surrounding their dealerships and the service I have been receiving, or lack there of, over the past two and a half years.

I have filed several complaints with Ford Customer Care and I have also had several correspondences with Ford's Executive Office. To no avail, have my issues been resolved. Ford does not stand behind their products, they do not stand behind their warranties, and they do not respect nor honor their customers. How can the government bail out such a company? If Ford would build products that are dependable and honor their warranties, then they would probably not be in the crisis they are in and American's would not buy as many foreign vehicles.

I have enclosed a copy of a majority of my correspondences with Ford and it should provide you the history behind my complaints and my concerns. I have also contacted the Better Business Bureau, The Colorado Springs Police Department to file charges under the Motor Vehicle Repair Act and Congressman Doug Lamborn, Congressman John Culberson, Senator Ken Salazar, Filed complaints with both Texas Department of Transportation and Colorado Department of Revenue under the Lemon Law.

I have a binder full of documents that I would like to provide you as support. I will be happy to send you all the repair tickets and correspondences via us mail or e-mail if you would like to see the history and the documentation I have regarding my concerns surrounding Ford Motor Company and their products, their customer service and most importantly their warranty repairs. I can be reached at [REDACTED]

Thank you in advance for your time and cooperation.

Colorado Springs, Co

(Monday - Friday 8:00 am - 5:00 pm)

(Monday - Friday after 5:00 pm, all day Saturday & Sunday)

**LINCOLN**  
lincoln.com

**VEHICLE DESCRIPTION**

**NAVIGATOR**

2005 NAVIGATOR ULTIMATE 4X2  
NAVIGATOR 7-PASSENGER  
5.4L-3V SOHC V8 ENGINE  
6-SPEED AUTOMATIC O/D TRANS

VIN 5LMFU27535L

EXTERIOR  
SILVER BIRCH CLEARCOAT  
INTERIOR  
DOVE GREY LTHR BUCKET SEATS

**STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE**

**EXTERIOR**

- 18" ALUMINUM WHEELS
- P255/70 R18 AS BSW TIRES
- HALOGEN AUTOLAMP HEADLAMPS
- PWR/HEATED/SIGNAL/ME/M MIRR
- INTEGRATED RUNNING BOARDS
- POWER LIFTGATE
- LUGGAGE ROOF RACK
- POWER QUARTER FLIP WINDOWS

**INTERIOR**

- AUDIOPHILE IN-DASH CDX6
- LEATHER SEATING SURFACES
- HEATED & COOLED FRT SEATS
- 8-WAY PWR SEATS W/LUMBAR
- PWR 3RD ROW FOLD FLAT SEAT
- DUAL-ZONE ELECTRONIC CLIMATE CONTROL
- REAR AUX CLIMATE CONTROL
- SAT IN NICKEL/AMERICAN WALNUT BURL WOOD INSERTS

**FUNCTIONAL**

- LOAD LEVELING AIR SUSPEN
- 4-WHL DISC BRAKES WITH ABS
- VAR ASSIST POWER STEERING
- POWER MOONROOF
- REVERSE SENSING SYSTEM
- POWER ADJUSTABLE PEDALS
- REMOTE KEYLESS ENTRY
- CLASS III TRAILER TOW

**SAFETY/SECURITY**

- ADVANCE TRAC WITH RSC
- PERSONAL SAFETY SYSTEM
- SIDE AIR CURTAN 1ST/2ND RW
- SECURILOCK ANTI THEFT SYS
- TIRE PRESS MONITORING SYS
- LOWER ANCHORS & TETHERS

**WARRANTY**

- 4 YR/50,000 MI WARRANTY
- 12MO/12K COMPLIMNTRY MAIN
- 24-HR ROADSIDE ASSISTANCE

**PRICE INFORMATION**

STANDARD VEHICLE PRICE

Manufacturer's  
Suggested Retail Price  
**\$53,405.00**

**INCLUDED ON THIS VEHICLE**

- ORDER CODE 120A- 4X2 ULTIMATE
- POWER FOLD 3RD ROW SEAT
  - POWER LIFTGATE
  - POWER MOONROOF
  - HEATED/COOLED FRONT SEATS
  - ADVANCE TRAC WITH RSC
  - POWER FOLDING MIRRORS

**OPTIONAL EQUIPMENT**

- POWER DEPLOYING RUNNING BOARDS 1,095.00
- NO CHARGE PWR RUNNING BOARDS NO CHARGE
- NAVIGATION SYSTEM W/THX AUDIO 2,995.00
- ELECTROCHR RVIEW MIRROR W/LNS
- HIGH INTENSITY DISCH HEADLAMPS 495.00
- 18" CHROME CLAD ALUMINUM WHEEL 495.00
- FRONT LICENSE PLATE BRACKET NO CHARGE

TOTAL VEHICLE & OPTIONS 58,485.00  
DESTINATION & DELIVERY 795.00

TOTAL BEFORE DISCOUNTS 59,280.00

NO CHARGE PWR RUNNING B - 1,095.00  
TOTAL SAVINGS - 1,095.00

This vehicle qualifies for auto insurance discounts, call 1-866-367-3131 or visit [www.fordautoinsurance.com](http://www.fordautoinsurance.com) for availability in your state.

The LINCOLN COMMITMENT is a comprehensive owner benefits package. It includes: Lincoln Complimentary Maintenance which covers scheduled maintenance for 12MO/12,000MILES, a 4YR/50,000MILE Warranty, 24-hr Roadside Service Assistance, Alternative Transportation and more. \*Buyers utilizing a FIN Code are not eligible for this program.

**TOTAL MSRP**

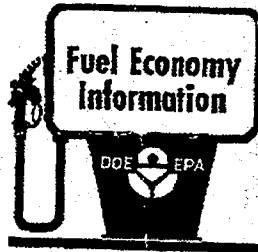
**\$58,185.00**



Compare this vehicle to others in the FREE FUEL ECONOMY GUIDE available at the dealer.

CITY MPG

**13**



For more information see  
[WWW.FUELECONOMY.GOV](http://WWW.FUELECONOMY.GOV)

2005 NAVIGATOR 2WD  
5.4 LITER ENGINE (F.F.S.)  
FUEL INJECTION, CATALYST  
8 CYLINDERS, 24 VALVES  
ELECTRONIC 6-SPD AUTO TRANS.

Estimated Annual Fuel Cost: \$1951

HIGHWAY MPG

**18**

For Comparison Shopping  
all vehicles classified as  
SPECIAL PURPOSE  
have been issued mileage ratings  
ranging from 11 to 36 mpg city  
and 14 to 31 mpg highway.

Actual Mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between

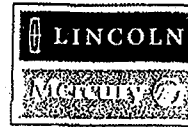
11 and 15 mpg in the city  
and between  
15 and 21 mpg on the  
highway.



**EXTENDED SERVICE**

Lincoln Extended Service Plan is the ONLY service contract backed by Ford and honored by over 5,100 Ford and Lincoln-Mercury Dealers. Ask your dealer for prices and additional details or see our website at [www.FordFSP.com](http://www.FordFSP.com)

West Point



Dealer Added Equipment

Stock No. \_\_\_\_\_  
Make LINCOLN  
Model NAVIGATOR  
Vin 5LMFLU27535

Additional Equipment	Price
<u>FADE PAINT</u>	<u>\$ 2195.00</u>
<u>10.2 TV/DVD Combo</u>	<u>2995.00</u>
<u>UPPER Z GRILLE</u>	<u>395.00</u>
<u>WOOD DASH TRIM</u>	<u>995.00</u>
<u>TINT</u>	<u>299.00</u>
<u>REAR PAINTED SPOILER</u>	<u>595.00</u>
<u>4-22" WHEELS &amp; TIRES</u>	<u>4495.00</u>
<u>CHROME EXHAUST TIP</u>	<u>595.00</u>

Suggested Retail Price (includes factory equipment) **\$ 58,185.00**

Total Selling Price (includes all equipment) **\$ 71,249.00**

December 11, 2008

Congressman Doug Lamborn  
3730 Sinton Road, Suite 150  
Colorado Springs, Co 80907  
(719) 550-0055

Congressman Doug Lamborn:

As a citizen I am deeply concerned with the Auto Bailout that recently passed the House of Representatives. I am a current owner of a Lincoln Navigator, and since day one, I have had nothing but problems with my Navigator. I can not get Ford to honor their warranties and repair my vehicle properly. I have been complaining about the same issues for two and a half years. My vehicle has been in the repair shop approximately 35 times during this time period, and this vehicle was purchased brand new.

To give you a brief history, I have a 2005 Lincoln Navigator that was purchased in Houston, Texas from West Pointe Lincoln Mercury in July 2005. I moved to Colorado Springs, Colorado in February 2006. I have brought my vehicle into South Point Lincoln Mercury on numerous occasions for service and warranty issues. I have been complaining about the following issues for over two years now:

- 1) Engine Noise
- 2) Front End - Shaking constantly
- 3) Sunroof Leaking
- 4) CD Changer scratching CD's
- 5) Rear-Entertainment not working properly because water was leaking into system through sunroof
- 6) Driver's Seat has been repaired 3 times
- 7) Remote Start not working properly
- 8) Tire pressure sensor fault failure

I have filed several complaints with Ford Customer Care and I have also had several correspondences with Ford's Executive Office. To no avail, have my issues been resolved. Ford does not stand behind their products, they do not stand behind their warranties, and they do not respect nor honor their customers. How can the government bail out such a company? If Ford would build products that are dependable and honor their warranties, then they would probably not be in the crisis they are in and American's would not buy as many foreign vehicles.

I have enclosed a copy of a majority of my correspondences with Ford and it should provide you the history behind my complaints and my concerns. I have also contacted the Better Business Bureau, The Colorado Springs Police Department to file charges under the Motor Vehicle Repair Act and Congressman John Culberson since I purchased the vehicle in Houston, Texas.



December 11, 2008

South Point Lincoln Mercury  
Cale Wood, General Manager  
945 Motor City Drive  
Colorado Springs, Co 80906

Ref: VIN #5LMFU27535

To Mr. Cale Wood:

I would like to file a complaint with you regarding your Service Department, in particular, Mike Welch and the Service Manager, Dale.

To give you a brief history, I have a 2005 Lincoln Navigator that was purchased in Houston, Texas from West Pointe Lincoln Mercury in July 2005. I moved to Colorado Springs, Colorado in February 2006. I have brought my vehicle into your dealership on numerous occasions for service and warranty issues. I have been complaining about the following issues for over two years now:

- 1) Engine Noise
- 2) Front End – Shaking constantly
- 3) Sunroof Leaking
- 4) CD Changer scratching CD's
- 5) Rear-Entertainment not working properly because water was leaking into system through sunroof
- 6) Driver's Seat has been repaired 3 times
- 7) Remote Start not working properly
- 8) Tire pressure sensor fault failure

Initially I was dealing with Mike Welch and he told me on numerous occasions that my factory warranty was voided because the vehicle was customized and that they, South Point Lincoln could not diagnose under the warranty. I explained to him on several occasions that the vehicle was purchased from Lincoln customized, I have enclosed a copy of the window sticker that reflects the customization.

When I complained about the engine noise, I was told by Mike Welch on numerous occasions that the noise was because of the altitude. He also stated on several occasions that the noise I was complaining about was the vehicle stabilizing; I told him this is a different noise. Each time I have been to your dealership, I have been treated unfairly and spoken to unprofessionally.

I have filed complaints with the Better Business Bureau regarding the level of service and warranty issues I have had with this vehicle and with your service department. Your company has failed to respond or provide assistance. After being told for two years that nothing was wrong with my vehicle, it broke down in February 2008 and your service

department had to do major engine work on the vehicle (I have attached a copy of the service ticket).

Even after this work was completed, I still was having engine noise and hesitation problems (rough ride). I have since brought my vehicle to your service department on several occasions to be told that there was nothing wrong with my vehicle. I then contacted Ford Board of Directors and filed a complaint. I was working with Lynn Bucknell, and she also spoke with Dale, Service Manager. Lynn informed me last week that Dale would take care of my concerns and to bring my vehicle back to South Point for repairs. I dropped my vehicle off on Tuesday, December 2, 2008. Mike Welch called me the following day and stated the hesitation problem and the engine noise was one in the same and they have ordered the parts. He stated it was the cam shaft sensor and ignition. I received a phone call from Mike Welch on Tuesday, December 9, 2008 that stated I needed to have a tune-up and my spark plugs were bad and this was going to cost me approximately \$500, and this "might" fix the hesitation problem, but they would not know until the work was done. I told him I did not need a tune-up because for one, major engine work was done in February 2008. He said they could not further diagnose my vehicle unless I had this work done. I told him I would pick up my vehicle.

I received several phone calls from Mike Welch telling me I needed to pick up my vehicle and they were no longer going to pay for the rental car since I was not getting the tune-up done at the dealership. I told him I would be there after work. I was at the dealership at approximately 5:00 pm on Wednesday, December 10, 2008. I paid my deductible, and left the dealership. When I started my vehicle, the check engine light was on and my base boards no longer operated. I immediately returned to the service department and Dale stated my check engine light was on because I needed a tune-up. I told him that is a bunch of crap because for one, the check engine light was not on when I dropped off the vehicle. For two there is no way I could possibly need a tune up because South Point did the engine work and the receipt says the spark plugs were changed. He said they verified that these were the original spark plugs. I told him I was far from stupid and he needed to talk to me like an adult. We began yelling at each other and arguing. I told Dale I did not want to talk to him anymore and I wanted to speak to his Supervisor or his Manager and he said that he was the Manager. I told him he reported to someone, and he said he didn't. I told him, he did not own the dealership, so therefore he had a Supervisor. I ended up calling the police and they were dispatched to the dealership. I explained to the officers what transpired and they informed me this was a civil matter and they were there just to keep the peace. I left the dealership.

This is of great concern to me, because if you pull my vehicle repair history and complaints, you will see that I have been complaining about the same issues over the past two and a half years. Mike Welch and Dale are very disrespectful and for me to be constantly told that nothing is wrong with my vehicle is ludicrous. I am constantly paying a deductible when I bring in my vehicle for nothing to be repaired; only for me to spend more money.

Just to give you a brief summary, my vehicle has been in the shop over 35 times since it has been purchased. I have all my service tickets if you would like a copy. Since purchasing this vehicle, I have incurred more out-of-pocket expense than any new car owner should have, as a matter of fact, two years after a vehicle is purchased, and no new car owner should have out-of-pocket expenses because every new vehicle, no matter the maker, has a bumper-to-bumper warranty. I have been constantly told that my warranty was void because the vehicle was customized. If Lincoln/Ford dealerships are not going to honor warranties because vehicles are customized, then they should not sell customized vehicles or at least they should disclose to the buyer that the warranty is void because the vehicle is customized.

As stated previously, my check engine light is on, the wheel is still vibrating (rough ride) and I refuse to deal with either Mike Welch or Dale in the future. Your service representatives are causing your company to lose money and customers. I refuse to purchase another Lincoln/Ford because of the way I have been treated and all the issues I am having in trying to get my vehicle repaired. This vehicle is a lemon, and if you look at the records and the history, I am sure you will concur. If your mechanics are trained, they should be able to properly diagnose a vehicle and not simply tell your customers that there is nothing wrong with their vehicle or that they need to pay for a service that "might" fix a problem.

If you would like to speak with me directly or if you would like copies of any documentation, please contact me directly at \_\_\_\_\_

Enclosed you will find copies of the window sticker, copies of the service ticket when the engine work was done in February 2008, copy of the service ticket from December 10, 2008.

Thank you in advance for your time and cooperation.

Colorado Springs, CO \_\_\_\_\_

August 8, 2007

West Point Lincoln/Mercury  
Attn: Veronica Duarte, Aftermarket Sales Manager  
11666 Old Katy Rd.  
Houston, TX 77043  
(281) 529-2611

Ref: Vin #5LMFU27535

Ms. Duarte,

I have spoken with you on several occasions and left you several messages regarding my 2005 Lincoln Navigator that was purchased at West Pointe Lincoln in July 2005. The vehicle was purchased from the dealership customized and I also purchased the extended warranty.

The After-Market repairs listed below can be repaired by Drive-In Auto Sound here in Colorado Springs. This is where South Pointe Lincoln takes their vehicles for After-Market installations and repairs. So if you could contact them and make arrangements with them so that I can have the repairs listed below done as soon as possible.

165 W. Motor Way  
Colorado Springs, Co 80906  
(719) 634-0828

South Pointe Lincoln's contact information is and the Service Representative is Mike Welsh:

945 Motor City Dr.  
Colorado Springs, Co 80906  
(719) 577-9000

I have since moved to Colorado, and I have had several issues with my vehicle since my move. South Pointe Lincoln in Colorado Springs will not even look at my vehicle or make any repairs to the issues listed below:

1. Remote Start is not working – vehicle will not start, but the radio and everything else will come on
2. Tire Pressure Sensor Fault Alert
3. Front End Shaking
  - a. I have taken the vehicle to South Pointe on several occasions and they have balanced and rotated the tires. They stated I needed new tires and that is what was causing the shaking. They would not even look at the front end

- b. Took the vehicle to another mechanic and he stated the following was causing the shaking:
  - i. Track Bar needs to be replaced
  - ii. Cad Mount Bushings need to be replaced
  - iii. Alignment – previous alignments should not have been done until the above items were replaced
  - iv. New Tires – the wear on the tires is caused by the Track Bar and the Cad Mount Bushings that need to be replaced
- 4. Sunroof leaking when it rains – South Pointe has repaired the sunroof twice and it is still leaking. In addition, when we had a heavy rain last week, the overhead TV/DVD player was leaking water.
- 5. When vehicle is started in the morning or after it has been sitting for awhile, it makes a noise. I was told by South Pointe that this is normal and it is the compressor. This does not sound right to me and I have never heard a Lincoln make this noise when it is started.

My vehicle is still under warranty, yet I have been told by South Pointe that once the vehicle was customized, the warranty was voided. Yet I purchased the vehicle from Lincoln customized and also purchased the extended warranty at the time the vehicle was purchased. How can I purchase a voided warranty?

I would appreciate it if you would contact Drive-In Auto Sound and South Pointe Lincoln Mercury to have the above listed vehicle repairs scheduled for repair as soon as possible. I can drop the vehicle off at South Pointe and then they can take the vehicle to Drive-In Auto Sound once they have the repairs done they have been requested to do. I do not want these issues to continue and then my warranty expires. We originally spoke on July 19, 2007 regarding these issues above and the mileage on my vehicle was 48,096. If you have any questions or need further information, please do not hesitate to contact me.

\_\_\_\_\_  
 Colorado Springs, Co \_\_\_\_\_  
 - work \_\_\_\_\_  
 - cell \_\_\_\_\_

Thank you in advance for your time and cooperation.

*Began keeping a journal because calls were not being returned by West Pointe Lincoln.*

**July 19, 2007** – Left a message for Veronica Duarte at 1:20 pm. I informed Veronica that I was having warranty issues with my vehicle that was purchased from their dealership. South Pointe Lincoln, the dealership in Colorado Springs will not even look at the problems I am having with my vehicle because the truck is customized. I informed them that the truck was purchased customized from West Pointe Lincoln in Houston, Texas and I purchased an extended warranty at the time the vehicle was purchased. The service representative, Mike Welsh stated once a vehicle is customized, it voids the warranty. So I asked Veronica how could I have purchased an extended warranty and if that was the case, then they needed to refund my monies for the warranty that was purchased.

**July 20, 2007** – Veronica Duarte returned my call and stated that she would pull my file and call me back.

**July 21, 2007** – Veronica Duarte returned my call and stated she did not understand why South Pointe Lincoln would not repair my vehicle because it was customized by West Pointe Lincoln and they cover their aftermarket work. She said that she would call Mike Welsh and speak with him regarding the repairs for my vehicle.

**July 23, 2007** – Left a message for Veronica Duarte because I had not received a call from her

**August 8, 2007** – Mailed attached letter to Veronica Duarte

**August 22, 2007** – Left a message for Veronica Duarte regarding the letter that was mailed and the status

**September 4, 2007** – I spoke with Veronica Duarte at 9:00 am and she stated she had a meeting with the Manager from Texas Auto Trim to discuss my aftermarket issues and that it should be resolved then and she would call me back with the details later today. Did not hear back from her.

**September 11, 2007** – I called Veronica Duarte at 11:30 am and informed her that I had not heard back from either her or the Manager from Texas Auto Trim (Cornell). She said she would call him on a conference call. Veronica was unable to do the conference call so she gave Cornell my work number and my cell number and said that he would be calling me in 15 minutes and I would be dealing with him directly.

**September 12, 2007** – I left a message with Veronica Duarte at 9:20 am letting her know that Cornell had not called me.

**September 13, 2007** – Spoke with Veronica Duarte at 10:50 am and informed her that I had still not heard from Cornell. She stated Cornell had gotten tied up when he was supposed to call me and that he would be calling me when he got into his car in about 15 minutes.

Cornell called me and he said that the only issue he was aware of was the TV & DVD (the rear entertainment) and the other issues I was having are all Lincoln's issues and they should be repairing those. He said that he was going to call Veronica and find out what is going on because his company was not responsible for all the other issues I was currently having with my vehicle. I told him it had been almost two months that I have been trying to get these issues resolved. He stated he was not contacted by Veronica until last week and that she only told him about the rear entertainment system. I informed Cornell that I am getting "tire pressure sensor fault" message and a low tire pressure message. I checked the tire pressure and they were all at 45. He asked me what size tires I had on the vehicle and I told him 20's, he said those are standard on Navigators so he didn't see what the problem was with the dealership. I also informed him that my remote start had not been working for months and that Lincoln would not even look at it to diagnose the problem.

Cornell stated that all Veronica had to do was call the Service Representative at South Pointe Lincoln and fax him the sales invoice that shows that Lincoln customized the vehicle and that it is under warranty and they will do the repairs. He said that he was going to call Veronica back and speak with her about it.

**September 17, 2007** – I called Veronica Duarte at 9:00 am and she stated she was waiting to hear back from Cornell and she would call me in about an hour because he was in a meeting. I did not hear back from Veronica.

**September 20, 2007** – I called Veronica Duarte at 3:30 pm and left her a message because I had not heard back from nether her or Cornell.

**September 24, 2007** – Left a message for Veronica Duarte at 12:15 pm

**September 25, 2007** – Veronica called me at 2:20 pm and asked me to fax a copy of the letter I had mailed her for her files. She stated the letter I mailed was upstairs in my file, but she wanted one for hers. She also stated that she had called South Pointe Lincoln and they were not aware of any of the issues that I was currently having. I informed Veronica that I have told South Pointe about these issues on several occasions and they will not even look at the vehicle to diagnose what is wrong because the vehicle is customized and they will not honor the warranty. She stated she needed verification of what I am stating is wrong with the vehicle. I told her that was Lincoln's job. I tell them what problems I am having, take it to the shop, and they diagnose the problems, and fix them because I am not a mechanic. She asked me then how did I know what was wrong with the vehicle, and I informed her that I had taken it to another mechanic and he told me what was wrong with the vehicle and what needed to be repaired. I provided Veronica the number to the repair shop I had previously taken my vehicle to.

**September 28, 2007** – Left a message for Veronica Duarte at 8:15 am

**October 1, 2007** – Left a message for Veronica Duarte at 8:00 am and she called me back at 12:15 pm. Veronica stated that Pat Quimby, the Service Manager at West Pointe

Lincoln Mercury would be calling me back and he will be handling my situation from here on out. She said that he has been working with Lincoln/Ford to see what is covered under warranty and that he would be calling me by the end of the day. I left work at 5:00 pm, and I had yet to receive a call from Pat Quimby.

**October 2, 2007** – I spoke with Pat Quimby and he stated that Bob Cesna, the Sales Manager would be handling my concerns and that Texas Auto Trim should be responsible for all the after-market at 3:00 pm.

I spoke with Cornell with Texas Auto Trim and he said he was going to make some phone calls and call me back because even though is company customized the vehicle, Lincoln was paid for the vehicle and not Texas Auto Trim and that Lincoln marked up the price of the after-market items, they should be responsible and it should be covered under Lincoln's warranty. I faxed the documentation to Cornell at 3:45 pm.

**October 10, 2007** – Left a message for Veronica Deuarte at 8:10 am stating no one from Lincoln had returned my call and that if I did not hear back from her or anyone else in their off by the end of the day today, I would have a lawyer contact them because this was getting out of control and ridiculous.

Bob Cesna left me a message at 10:15 am stating that Pat Quimby was out today and that he would return to work on Thursday, October 11, 2007 and Mr. Cesna would speak with Mr. Quimby and call me back by the end of the day on Thursday.

**October 11, 2007** – Bob Cesna left me a message while I was in a meeting. I returned his call after lunch and left him a message.

**October 12, 2007** – Spoke with Bob Cesna and he asked me what all my concerns and issues were regarding my Navigator. He also explained to me that he did not know what the Track Bar and Cad Mount Bushings were and maybe the mechanic was using different terminology. He asked me if I had previously had a front end alignment and I told him yes, MedVed had performed this work previously. In addition, I told him that I had purchased two sets of tires previously and that the current tires only have approximately 10K miles on them. I also told him the TV/DVD player worked prior to the rain and that the sunroof is a factory sunroof, not aftermarket. He also stated that he was not sure what the compressor issue is, but he was looking into it and thinks it might have something to do with the altitude and the front end suspension compressor, not the AC compressor. He stated he would do more research and he spoke with the Service Manager at South Pointe Lincoln in Colorado Springs and once he completed his research he would have everything taken care of. He stated that he would call me probably early next week once he has everything resolved.

**October 24, 2007** – Left a message for Bob Cesna at 11:45 am.

**October 26, 2007** – Left a message for Chris (Owner of West Pointe Lincoln) at 5:35 pm requesting a return call because I have dealt with Veronica DeUarte, Bob Cesna & Pat Quimby and can not get these issues resolved.

**October 29, 2007** – Received a phone call from Pat Quimby and Bob Cesna regarding my message for Chris. Bob Cesna provided me with Tom's number (Sales Manager at MedVed Ford in Castle Rock, Colorado) stating he had spoken with him and I needed to call him to set up arrangements. He also stated that South Pointe will not work with me and they are having a hard time getting them to return their phone calls also.

**October 30, 2007** – I spoke with Tom, MedVed at 2:30 pm and he informed me that since my vehicle currently has 51,000 miles, it is not covered under the warranty and some of the issues I am having, I would be responsible for. I informed him that West Pointe was well aware of all these issues prior to the vehicle exceeding the factory warranty mileage. He stated that in order for them to do the repairs on the vehicle, some arrangements will need to be made ahead of time. I informed him that I would be calling West Pointe back because I was not going to drop off my vehicle at MedVed, which is over 30 miles from Colorado Springs to have to pay for all these repairs out of pocket when West Pointe should have taken care of these issues long before my vehicle went over the mileage and that my vehicle sat in my garage for 2 ½ months while I was trying to get this resolved with West Pointe. At the time West Pointe was contacted about these issues, my vehicle had only 48,096 miles and was still covered under the warranty. He stated that was between West Pointe and myself.

I left a message for Bob Cesna at 1:40 pm letting him know what my conversation was with Tom and that West Pointe needed to set up payment arrangements prior to me dropping off my vehicle, I needed a rental car and I needed to speak with someone at West Pointe ASAP!

**October 31, 2007** – Left a message for Chris Pullis stating I had not heard from anyone in his office regarding my vehicle.

**November 5, 2007** – Spoke with Chris at 8:15 am and he stated he was under the impression that it had been taken care of. He stated he had a 10:00 am meeting and he was going to speak with his service Manager, Pat Quimby and call me back.

**November 19, 2007** – Spoke with Pat Quimby to let him know that I would be in Houston from December 21, - December 30 and would bring my vehicle in so that the repairs could be done. He stated he would have everything taken care of.

**December 26, 2007** – I dropped my vehicle off at West Point Lincoln at 7:30 am. I informed the service representative that I would be picking it up on Friday, December 28, 2007 because I had to return to Colorado.

August 8, 2007

*bob curra*

*Mailed 8/8/07*

West Point Lincoln/Mercury  
Attn: Veronica Duarte, Aftermarket Sales Manager  
11666 Old Katy Rd.  
Houston, TX 77043  
(281) 529-2611

*called on 9/11/07 @ 9:00 am. started the car. called 11:30 am and spoke with Veronica and she stated she would call Congress and Con nell is the rep for After Market and will call me directly.*

Ref: Vin #5LMFU27535

Ms. Duarte,

I have spoken with you on several occasions and left you several messages regarding my 2005 Lincoln Navigator that was purchased at West Point Lincoln in July 2005. The vehicle was purchased from the dealership customized and I also purchased the extended warranty.

The After-Market repairs listed below can be repaired by Drive-In Auto Sound here in Colorado Springs. This is where South Pointe Lincoln takes their vehicles for After-Market installations and repairs. So if you could contact them and make arrangements with them so that I can have the repairs listed below done as soon as possible.

165 W. Motor Way  
Colorado Springs, Co 80906  
(719) 634-0828

South Pointe Lincoln's contact information is and the Service Representative is Mike Welsh:

945 Motor City Dr.  
Colorado Springs, Co 80906  
(719) 577-9000

I have since moved to Colorado, and I have had several issues with my vehicle since my move. South Pointe Lincoln in Colorado Springs will not even look at my vehicle or make any repairs to the issues listed below:

1. Remote Start is not working - vehicle will not start, but the radio and everything else will come on
2. Tire Pressure Sensor Fault Alert
3. Front End Shaking
  - a. I have taken the vehicle to South Pointe on several occasions and they have balances and rotated the tires. They stated I needed new tires and that is what was causing the shaking. They would not even look at the front end

*ATTN: Congress - Texas Auto Team (713) 661-5557*

*far (713) 661-5743*

- b. Took the vehicle to another mechanic and he stated the following was causing the shaking:
  - i. Track Bar needs to be replaced
  - ii. Cad Mount Bushings need to be replaced
  - iii. Alignment – previous alignments should not have been done until the above items were replaced
  - iv. New Tires – the wear on the tires is caused by the Track Bar and the Cad Mount Bushings that need to be replaced
- 4. Sunroof leaking when it rains – South Point has repaired the sunroof twice and it is still leaking. In addition, when we had a heavy rain last week, the overhead TV/DVD player was leaking water.
- 5. When vehicle is started in the morning or after it has been sitting for awhile, it makes a noise. I was told by South Pointe that this is normal and it is the compressor. This does not sound right to me and I have never heard a Lincoln make this noise when it is started.

My vehicle is still under warranty, yet I have been told by South Pointe that once the vehicle was customized, the warranty was voided. Yet I purchased the vehicle from Lincoln customized and also purchased the extended warranty at the time the vehicle was purchased. How can I purchase a voided warranty?

I would appreciate it if you would contact Drive-In Auto Sound and South Pointe Lincoln Mercury to have the above listed vehicle repairs scheduled for repair as soon as possible. I can drop the vehicle off at South Pointe and then they can take the vehicle to Drive-In Auto Sound once they have the repairs done they have been requested to do. I do not want these issues to continue and then my warranty expires. We originally spoke on July 19, 2007 regarding these issues above and the mileage on my vehicle was 48,096. If you have any questions or need further information, please do not hesitate to contact me.

Colorado Springs, Co \_\_\_\_\_  
 - work  
 - cell

Thank you in advance for your time and cooperation.

December 9, 2008

Board of Directors  
Ford Motor Company  
PO Box 685  
Dearborn, MI 48216-0685

Ref: VIN #5LMFU27535

Dear Board of Directors:

I sent a letter to your office on November 10, 2008 and since receiving my correspondence I was contacted by Lynn Bucknell (I am not sure of the exact spelling), but per her request, I was told to take my vehicle back to South Pointe Lincoln Mercury in Colorado Springs and that she had spoken with the Service Manager and they would take care of the issues that I have been having with my vehicle for the past two and a half years. So I made an appointment and took my vehicle to South Pointe Lincoln on Tuesday, December 2, 2008. At that time I was told I was going to have to pay another deductible for this visit. I informed them that I was not paying the deductible due to the fact that this is the same problem I had brought the vehicle in for less than two weeks prior and what I have been complaining about for two and a half years now. They stated they could not waive the deductible and only Ford could. Well I have tried to call your office and apparently Ford Customer Care can not give me a phone number in order to contact Lynn.

I received a message last Wednesday from Mike Welch, Service Representative and he stated that the hesitate and the engine noise was one in the same problem and they ordered the parts. Well today I receive a phone call from Mike Welch stating that they fixed the noise but the hesitation is not fixed and that it is probably because I need a tune-up. He stated I needed to pay close to \$500 for these services, and there is no guarantee that this would solve the problem. This is exactly what I have been dealing with in the past, I continue to pay money and they continue to not fix the problems! I do not know how the vehicle could need a tune-up, when engine work was done in February, because the vehicle completely stopped running, in addition this hesitation and engine noise has been a problem since day one. Vehicles do not need tune-ups when they are first purchased.

This is ridiculous; I have a serious problem with continuing to pay all this money out of pocket for a new vehicle. Lynn or someone else from your office needs to contact me ASAP, because this is getting out of hand. If I do not receive resolution or a response within a week from the date of this letter, I will be contacting a lawyer, my local news media and also my Congressman!

As previously communicated to you, my main concerns are:

- 1) I paid cash for my vehicle, and was unable to have my warranty honored by Lincoln.
- 2) This vehicle is clearly a lemon and had West Pointe acknowledged it from the beginning and did something about it, I would not be dealing with all these issues now.
- 3) My expectations of owning a Lincoln Navigator have not been met and I am very disappointed with the customer service I have received and the way I have been treated by Ford/Lincoln.
- 4) The obvious continuous repairs and repair costs that I will have to incur will be outrageous and are costs that a new car owner should not have to incur.

I have exhausted all my avenues in trying to get my issues resolved and West Pointe Lincoln should be ashamed for the way I have been treated and for selling a product that they do not stand behind. Not to mention, every time I take my vehicle to the repair shop, I have to pay the \$100 deductible just to be told nothing is wrong with my vehicle or I just need to trade it in.

Since purchasing this vehicle, I have incurred more out-of-pocket expense than any new car owner should have, as a matter of fact, two years after a vehicle is purchased, and no new car owner should have out-of-pocket expenses because every new vehicle, no matter the maker, has a bumper-to-bumper warranty. I have been constantly told that my warranty was void because the vehicle was customized. If Lincoln/Ford dealerships are not going to honor warranties because vehicles are customized, then they should not sell customized vehicles or at least they should disclose to the buyer that the warranty is void because the vehicle is customized.

Here is my contact information:

Home Address:

Colorado Springs, Co

Cell:  
Work  
Home

Thank you in advance for your time and cooperation and I look forward to hearing from you in the near future.

*Lecter was sent on 12/9/08. Received a call from Mike Welch on Wednesday, December 3, 2008 and he stated the hesitation problem*



November 12, 2008

Colorado Springs CO

Re: Correspondence to Ford Motor Company

Dear

This letter is to acknowledge receipt of your correspondence. Thank you for your interest in our company. Your correspondence will be forwarded to the appropriate division within Ford Motor Company for handling.

Ford Motor Company

*Called Ford Customer Care on 11/2/08 @ 9:40 am to get in touch with Lynn @ the corporate Executive office because my vehicle was in the shop and they are waiting on a call from Lynn via main dialysis. I would pay the deductible again and he said I would not have to because he doesn't see when I have brought the vehicle in to the dealership for this problem in the past.*

November 10, 2008

Board of Directors  
Ford Motor Company  
PO Box 685  
Dearborn, MI 48216-0685

Ref: VIN #5LMFU27535

Dear Board of Directors:

I originally contacted the Ford Customer Relationship Center because I was unable to get assistance from West Point Lincoln on having my vehicle repaired or even diagnosed properly for that matter. I filed a complaint in June 2008 against West Point Lincoln Mercury in Katy, Texas regarding the above referenced vehicle and the warranty issues I have had.

I spoke with a representative from Ford Customer Relationship Center and I was told that I needed to speak with the Zone Manager (Regional Sales Manager) because the issues I was having regarding my vehicle I would have to deal with the dealership and the Ford Customer Relationship Center could not assist me because my vehicle was customized. I have tried to contact West Point Lincoln Mercury on several occasions and I have left several messages requesting the information for the Zone Manager (Regional Sales Manager). No one from West Point Lincoln is returning my calls, nor providing me any information. Ford Customer Relationship Center said they were unable to provide me any information and could not be of any assistance. My issues with Lincoln and the level of customer service, or should I say lack there of, has been dragging on for over three years now and I am unable to get any assistance from Ford Customer Relationship Center and West Point Lincoln.

I have had nothing but issues with my 2005 Lincoln Navigator since it was purchased in July 2005. My vehicle has been in the shop over 32 times for repairs in two years.

The major problems I have had and complained have been:

- 1) Engine Noise
- 2) Front End - Shaking constantly
- 3) Sunroof Leaking
- 4) CD Changer scratching CD's
- 5) Rear-Entertainment not working properly because water was leaking into system through sunroof
- 6) Driver's Seat has been repaired 3 times
- 7) Remote Start not working properly
- 8) Tire pressure sensor fault failure

Some other issues I had with the vehicle have been the window tint began to bubble and was replaced and also the clear bra was coming off, that too had been replaced. It took six months to have these two issues resolved back in 2006 because since I had moved out of state, West Pointe Lincoln did not want to honor my warranty.

I have had numerous issues in getting my vehicle repaired in Colorado because the vehicle was customized. I purchased the vehicle from West Pointe Lincoln customized and I also purchased an extended warranty, I was not told at the time of purchase that my factory warranty was voided because the vehicle had been customized. Since the vehicle was customized I have had many issues in Colorado with getting my vehicle repaired. The dealerships in Colorado would not make repairs under the warranty because they stated my warranty was voided because the vehicle was customized.

I notified West Point Lincoln on numerous occasions of all the issues and problems I was having and I also filed several complaints with the better business bureau in Houston, Texas. In July 2007, I began writing letters to West Pointe Lincoln, specifically Veronica Duarte, Aftermarket Manager, and she would not return my phone calls nor help resolve any of my issues. I was then direct to speak with Pat Quimby, Service Director and we had made arrangements for me to bring my vehicle to West Pointe Lincoln to have all my issues and concerns resolved. I drove from Colorado to Houston in December 2007, and no work was done on my vehicle. When I returned in January 2008, I filed a complaint with the better business bureau and Mr. Quimby, in writing, stated nothing was wrong with my vehicle. Yet less than a month later, my vehicle broke down and had to have major engine work.

I have also been in contact with the General Manager of West Pointe Lincoln, Chris Pullis and nothing was resolved.

My main concerns are:

- 1) I paid cash for my vehicle, and was unable to have my warranty honored by Lincoln.
- 2) This vehicle is clearly a lemon and had West Pointe acknowledged it from the beginning and did something about it, I would not be dealing with all these issues now.
- 3) My expectations of owning a Lincoln Navigator have not been met and I am very disappointed with the customer service I have received and the way I have been treated by Ford/Lincoln.
- 4) The obvious continuous repairs and repair costs that I will have to incur will be outrageous and are costs that a new car owner should not have to incur.

I have exhausted all my avenues in trying to get my issues resolved and West Pointe Lincoln should be ashamed for the way I have been treated and for selling a product that they do not stand behind. Not to mention, every time I take my vehicle to the repair

shop, I have to pay the \$100 deductible just to be told nothing is wrong with my vehicle or I just need to trade it in.

Since purchasing this vehicle, I have incurred more out-of-pocket expense than any new car owner should have, as a matter of fact, two years after a vehicle is purchased, and no new car owner should have out-of-pocket expenses because every new vehicle, no matter the maker, has a bumper-to-bumper warranty. I have been constantly told that my warranty was void because the vehicle was customized. If Lincoln/Ford dealerships are not going to honor warranties because vehicles are customized, then they should not sell customized vehicles or at least they should disclose to the buyer that the warranty is void because the vehicle is customized.

I am very disappointed with the service I have received not only from the Lincoln Dealerships whom I have had to deal with but also with the level of customer service I have received from Ford Customer Service Division. I received a letter from Ford Customer Care, dated September 5, 2008. The letter stated "This will be our last written communication on the matter." This is very disappointing to me and you can believe that I will never purchase another Ford vehicle! The customer service I have received has been unacceptable and Ford should be ashamed. I have received very little, if any, assistance regarding my issues and concerns.

It is very upsetting that Ford does not stand behind its products and does not provide assistance to their customers. Companies such as Ford should pride themselves in the products they sell and also the customer service that is provided to its customers, but apparently this is not the standard at Ford. I hope that other Ford customers have not received the same level of customer service and responses that I have received over the past three years when they have concerns about Ford products. I do not understand how a company such as Ford, could allow its dealerships and its Customer Service Division to treat its customer's in the manner that I have been treated.

I wanted to make the Board of Directors aware of how their customers are being treated and the level of Customer Service that is being provided by your company. If Ford is not going to stand behind its products, especially in today's economy, then you should not pride yourselves on the products you make or the level of customer care. If you would like to speak with me or if you would like further information please do not hesitate to contact me. I would be more than happy to provide you copies of all my receipts from when the vehicle has been taken to Lincoln for repairs, correspondences with Ford Customer Relationship Center, West Pointe Lincoln and also the Better Business Bureau of Houston. Here is my contact information:

Home Address:

Colorado Springs, Co

Cell:

Work:  
Home:

Thank you in advance for your time and cooperation and I look forward to hearing from you in the near future.

September 18, 2008

Ford Motor Company  
Customer Service Relationship Center  
PO Box 6248  
Dearborn, MI 48126

Case Number [REDACTED]  
Ref: VIN #5LMFU27535 [REDACTED]

To Whom It May Concern:

I received your letter dated September 5, 2008 and I am very disappointed with the service I have received not only from the Lincoln Dealerships whom I have had to deal with but also with the level of customer service I have received from Ford Customer Service Division.

In your letter, you stated "This will be our last written communication on the matter." This is very disappointing to me and you can believe that I will never purchase another Ford vehicle! The customer service I have received has been unacceptable and Ford should be ashamed. I have received very little, if any, assistance regarding my issues and concerns.

It is very upsetting that Ford does not stand behind its products and does not provide assistance to their customers. Companies such as Ford should pride themselves in the products they sell and also the customer service that is provided to its customers, but apparently this is not the standard at Ford. I hope that other Ford customers have not received the same level of customer service and responses that I have received over the past three years when they have concerns about Ford products. I do not understand how a company such as Ford, could allow its dealerships and its Customer Service Division to treat its customer's in the manner that I have been treated.

Neither Ford Customer Service nor West Pointe Lincoln has provided me any resolution, nor have I received any assistance in resolving my complaint.



Ford Customer Service Division

P. O. Box 6248  
Dearborn, MI 48126

September 5, 2008

Colorado Springs, CO

Case #

Vehicle ID # 5LMFU27535

Dear

Thank you for keeping us apprised of your situation.

Please be assured that any time a customer writes to us, it is appreciated. Every customer is of the highest value to Ford, and we make every effort to assist anyone who writes, e-mails, or calls us regarding any situation.

It is in this spirit that we now write to you regarding your present circumstances. The persistence with which you have maintained contact with us on these issues is evidence of the weight that they hold with you. It is just as important to Ford Motor Company that we ensure that this situation is properly resolved.

We have thoroughly researched your previous contacts with us. We have seen that you have recently spoken to a representative at our Customer Relationship Center, and that you were provided Ford's position regarding your concerns. We feel this is the appropriate response at this time.

We value your thoughts and appreciate that this may not be the answer you were hoping for when you wrote to us. However, we must stress that at this time, Ford Motor Company has provided you with a final resolution. This will be our last written communication on the matter.

Thank you again for your time and consideration.

Sincerely,

Dorothy Williams  
Ford Motor Company  
Customer Relationship Center



August 12, 2008

Ford Motor Company  
Customer Service Relationship Center  
PO Box 6248  
Dearborn, MI 48126

Case Number  
Ref: VIN #5LMFU27535

To Whom It May Concern:

I recently filed a complaint against West Point Lincoln Mercury in Katy, Texas regarding the above referenced vehicle and the warranty issues I have had. I spoke with a representative from Ford Motor Customer Service Center and I was told that I needed to speak with the Zone Manager (Regional Sales Manager) because the issues I was having regarding my vehicle I would have to deal with the dealership and the Ford Customer Relationship Center could not assist me because my vehicle was customized. I have tried to contact West Point Lincoln Mercury on several occasions and I have left several messages requesting the information for the Zone Manager (Regional Sales Manager). No one from West Point Lincoln is returning my calls, nor providing me any information.

I need the contact information for the Zone Manager (Regional Sales Manager) that handles West Point Lincoln Mercury in Katy, Texas. Please send me this information as soon as possible so that I may get my issues resolved. This has been dragging on for over two years now and I am unable to get any assistance from Ford Customer Service and West Point Lincoln. I still do not understand how and why Ford Customer Service can not assist me with my issues with West Point Lincoln, especially when they are selling a product your company is supposed to stand behind and a product that represents your company. This is ludicrous that I can not get any assistance from anyone in the Ford Family, rest assured; I will never purchase another Ford/Lincoln vehicle ever again especially since Ford does not stand behind its products and its warranties.

Please provide me the appropriate person that can handle my situation or at least assist me. I have been given the run-around and it is time for someone to provide me some assistance and some guidance. I need the Zone Manager (Regional Sales Manager) contact information as soon as possible. You can either send me a letter with this information or you can call me directly and provide the information. My contact information is as follows:

Colorado Springs, Co  
[Redacted Address]



Ford Customer Service Division

P. O. Box 6248  
Dearborn, MI 48126

July 11, 2008

Colorado Springs, CO

Case

Vehicle ID # 5LMFU27535

Dear

Thank you for your contact and valued thoughts.

After receiving your letter, we have thoroughly reviewed your situation. Our records indicate that you spoke with a Representative at our Customer Relationship Center who appropriately addressed your concerns.

Based on the information provided, we support the previous decision.

This issue has been closed. However, should any new information become available, please contact us and we will be happy to review the situation with you at that time.

Sincerely,

Teresa Wesley  
Ford Motor Company  
Customer Relationship Center

*Clairne Wall 7/21/08 @ 11:45 am  
(281) 493-2000  
Customer Service  
1-800-392-3673*

*Southwest Lincoln  
Mercury  
(713) 981-3500  
Chris Wynn  
7/22/08 @ 10:30 am*

*Zone Manager*

CRC1



*Sent with  
Copies of all  
letters.*

June 30, 2008

Ford Motor Credit  
Customer Service Relationship Center  
PO Box 6248  
Dearborn, MI 48126

Case Number [redacted]  
Ref: VIN #5LMFU27535 [redacted]

To Whom It May Concern:

I recently filed a complaint against West Point Lincoln Mercury in Katy, Texas regarding the above referenced vehicle and the warranty issues I have had. I wanted to provide a follow-up letter to provide you more information.

I have had nothing but issues with my 2005 Lincoln Navigator since it was purchased in July 2005. My vehicle has been in the shop over 30 times for repairs in two years.

The major problems I have had and complained have been:

- 1) Engine Noise
- 2) Front End - Shaking constantly
- 3) Sunroof Leaking
- 4) CD Changer scratching CD's
- 5) Rear-Entertainment not working properly because water was leaking into system through sunroof
- 6) Driver's Seat has been repaired 3 times
- 7) Remote Start not working properly
- 8) Tire pressure sensor fault failure

Some other issues I had with the vehicle have been the window tint began to bubble and was replaced and also the clear bra was coming off, that too had been replaced. It took six months to have these two issues resolved back in 2006 because since I had moved out of state, West Point Lincoln did not want to honor my warranty.

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I have had numerous issues in getting my vehicle repaired in Colorado because the vehicle was customized. I purchased the vehicle from West Pointe Lincoln customized and I also purchased an extended warranty, I was not told at the time of purchase that my factory warranty was voided because the vehicle had been customized, but the dealerships in Colorado would not make any repairs, nor look at my vehicle because it had been customized.

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I notified West Point Lincoln on numerous occasions of all the issues and problems I was having and I also filed several complaints with the better business bureau in Houston, Texas. In July 2007, I began writing letters to West Pointe Lincoln, specifically Veronica Duarte, Aftermarket Manager, and she would not return my phone calls nor help resolve

any of my issues. I was then direct to speak with Pat Quimby, Service Director and we had made arrangements for me to bring my vehicle to West Pointe Lincoln to have all my issues and concerns resolved. I drove from Colorado to Houston in December 2007, and no work was done on my vehicle. When I returned in January 2008, I filed a complaint with the better business bureau and Mr. Quimby, in writing, stated nothing was wrong with my vehicle. Yet less than a month later, my vehicle broke down and had to have major engine work.

I have also been in contact with the General Manager of West Pointe Lincoln, Chris Pullis and nothing was resolved.

My main concerns are:

- 1) I paid cash for my vehicle, and was unable to have my warranty honored by Lincoln.
- 2) This vehicle is clearly a lemon and had West Pointe acknowledged it from the beginning and did something about it, I would not be dealing with all these issues now.
- 3) My expectations of owning a Lincoln Navigator have not been met and I am very disappointed with the customer service I have received and the way I have been treated by Ford/Lincoln.
- 4) The obvious continuous repairs and repair costs that I will have to incur will be outrageous and are costs that a new car owner should not have to incur.

I have exhausted all my avenues in trying to get my issues resolved and West Pointe Lincoln should be ashamed for the way I have been treated and for selling a product that they do not stand behind. Not to mention, every time I take my vehicle to the repair shop, I have to pay the \$100 deductible just to be told nothing is wrong with my vehicle or I just need to trade it in.

Since purchasing this vehicle, I have incurred more out-of-pocket expense than any new car owner should have, as a matter of fact, two years after a vehicle is purchased, and no new car owner should have out-of-pocket expenses because every new vehicle, no matter the maker, has a bumper-to-bumper warranty. I have been constantly told that my warranty was void because the vehicle was customized. If Lincoln/Ford dealerships are not going to honor warranties because vehicles are customized, then they should not sell customized vehicles or at least they should disclose to the buyer that the warranty is void because the vehicle is customized.

As stated in my previous letter addressed to you, if you have any questions, or need to speak with me I can be reached at \_\_\_\_\_ Enclosed you will find many correspondences that I have sent West Pointe Lincoln and tried to resolve my issues and concerns, to no avail. If you would like copies of all the receipts from when my vehicle was taken to the repair shop, I would be more than happy to provide you copies.

June 3, 2008

West Point Lincoln/Mercury  
Attn: Chris Pullis  
11666 Old Katy Rd.  
Houston, TX 77043  
(713) 529-2611

Ref: VIN #5LMFU27535  
BBB Case# - West Point Lincoln Mercury BU

Mr. Pullis,

I have written numerous letters to you and your organization previously and nothing has been resolved. My vehicle, over the past week, has begun making the same engine noise I have been complaining about for over two years now and the front end is shaking yet again! I am sending a copy of this letter, along with all my other correspondences to Ford Motor Company to see if they can provide me some assistance or get your organization to provide me assistance.

My vehicle had major repairs completed by South Pointe Lincoln Mercury in Colorado Springs, Colorado on March 11, 2008 and I provided you all the documentation regarding the repairs, yet again, here we are two months later, and I am having the same issues with my vehicle. I provided you a copy of the detailed receipt for all the repairs that were done by South Pointe Lincoln at that time and I never heard back from you.

It is ridiculous that an organization would operate and treats it's customers in the manner that I have been treated. I paid cash for my vehicle and I have had nothing but problems with this vehicle since it was delivered. Yet no one wants to take responsibility. Individuals within your organization have communicated to me that if I were still in Houston, then the repairs would have been made on my vehicle and my warranty would have been honored. As you well know, I drove to Houston to have the repairs done in December 2007 only to be told by your staff that nothing is wrong with my vehicle, and less than a month later, my vehicle breaks down.

I have issues with other dealerships working on my vehicle because the vehicle was customized and I am constantly being told my warranty is void because of the customization. I purchased the vehicle from your organization with all the customization, and I purchased an extended warranty, yet I am constantly being told that my warranty is voided. How can an organization sell an extended warranty that is voided? That is fraud!

Since I can not get assistance from you or anyone else in your organization, I am forwarding my complaint to Ford Motor Company and also a copy to the Better Business Bureau on this open claim.

As stated in my previous letter addressed to you. if you have any questions, or need to speak with me I can be reached at

Cc: Better Business Bureau - Case  
Ford Motor Company

March 31, 2008

West Point Lincoln  
Better Business Bureau  
Case [REDACTED]  
2005 Lincoln Navigator  
Vin #5LMFU27535 [REDACTED]

I received your recent correspondence dated March 24, 2008. But all the letters attached were letters I submitted regarding my complaint; I did not see a response from West Pointe Lincoln.

My issues are still outstanding and have not been addressed. The repairs that have been made, i.e. engine repairs, sunroof, stereo, tire pressure sensor, etc should have been repaired almost two years ago. Had these issues been addressed instead of Lincoln telling me there is nothing wrong with my vehicle and that it is the "altitude" causing the engine noise, then technically, this would have fallen under the Texas Lemon Law. I have had nothing but problems with this truck since I purchased it from West Pointe Lincoln in July 2005. The part that infuriates me, I paid cash for the vehicle for one and for two, all my concerns were never addressed until my vehicle broke down. I feel that West Pointe Lincoln needs to accept liability for all the issues and all the expenses I have incurred instead of trying to brush my complaints under the rug.

I spoke with Pat Quimby last week, Tuesday, March 24, 2008 and he stated that West Pointe is willing to close my complaint and offer me \$150 for the deductible I paid for the repairs and the cost of the tire pressure sensor I had replaced. This is an insult and a slap in the face. Because as I told him, Pat Quimby and West Pointe were well aware of all the issues I had been having with my vehicle and I was told if I drove to Houston, the repairs would be made. The costs I incurred driving to Houston in December, to only have West Pointe, specifically Pat Quimby tell me that absolutely nothing was wrong with my vehicle is absurd. Had West Pointe taken the time to actually look at my vehicle, diagnose it, and make the repairs, I and my family would never have been in the situation we were in on February 26, 2008.

For West Pointe to act like they were not aware of the issues I have been having and to try to minimize these issues is absurd and someone needs to take responsibility for this and for selling me a Lemon!

March 21, 2008

West Point Lincoln/Mercury  
Attn: Chris Pullis  
11666 Old Katy Rd.  
Houston, TX 77043  
(713) 529-2611

Ref: VIN #5LMFU27535  
BBB Case# - West Point Lincoln Mercury BU

Mr. Pullis,

I am writing this letter as a follow-up to my later dated March 11, 2008 and to inform you that I picked up my 2005 Lincoln Navigator today from South Pointe Lincoln Mercury in Colorado Springs. I have enclosed a copy of the detailed receipt of all the repairs that have been made over the past two weeks. I have also enclosed a copy of the receipt from Discount Tire regarding the replacement of the Tire Pressure Sensor fault I had replaced on February 2, 2008.

As stated in my previous letter addressed to you, if you have any questions, or need to speak with me do not hesitate to contact me at

Thank you in advance for your time and cooperation.

Cc: Better Business Bureau -- Case #  
South Point Lincoln Mercury

March 11, 2008

West Point Lincoln/Mercury  
Attn: Chris Pullis  
11666 Old Katy Rd.  
Houston, TX 77043  
(281) 529-2611  
713

Ref: VIN #5LMFU27535  
BBB Case# \_\_\_\_\_ - West Point Lincoln Mercury BU

Mr. Pullis,

This letter is in regards to my 2005 Lincoln Navigator that was purchased from your dealership in July 2005. The vehicle was purchased from the dealership customized and I also purchased the extended warranty. I have spoken with you on several occasions, and I have also spoken with several individuals at your establishment regarding the issues I was having with my vehicle.

In December 2007, I drove my vehicle to your dealership under the impression that my vehicle would be repaired by your service department. None of the repairs had been made to my vehicle and upon my return to Colorado Springs, Colorado; I filed a complaint with the Better Business Bureau. IN response to my complaint, Pat Quimby, Service Director stated in his letter that there were no issues found with my sunroof, the complaints regarding my front-end were due to the fact that I needed new tires, my rear entertainment system was operating normally, etc. I have enclosed a copy of his response for your review, in addition to the previous letter I have sent your organization.

On February 28, 2008, my engine light came on in my vehicle and the vehicle began shaking and hesitating. I called a manager at South Pointe Lincoln in Colorado Springs and he asked me to bring the vehicle up so that he can look at it. I took the vehicle to South Pointe Lincoln and they currently still have the vehicle. They are still in the process of diagnosing my vehicle, but thus far these are the repairs that have been made:

- Rear Entertainment System replaced/repaired
- Driver's Seat repaired
- Sun Roof has been repaired

I previously paid Discount Tire to replace my Tire Pressure Sensor, which Pat Quimby, in his letter stated your Service Department had repaired, which they did not. South Pointe Lincoln is in the process of completely diagnosing the engine problems and the front end of the vehicle.

The issues I have with your organization are that I drove to Houston under the assumption that my vehicle would be properly diagnosed and repaired. Yet I was told that nothing was wrong with my vehicle and that all I needed was new tires. Yet not even two months later, I have engine problems. I have been complaining about the issues with my vehicle for almost two years now and nothing was done until the vehicle was not driveable. This is not acceptable, especially since I purchased the vehicle in cash from your company, customized, yet I could not get either of my warranties (Original Manufacturers Warranty and Extended Warranty) honored by Lincoln since the vehicle was customized.

If you would like to speak with the Manager at South Pointe Lincoln regarding my vehicle and the repairs that have been made and that will be made, here is his contact information:

Brian Murphy – (719) 651-9768

I hope that you will take care of this as soon as possible and find out why my issues had not been addressed sooner and why my vehicle is having engine problems and instead of your employees properly diagnosing my vehicle and making the repairs as they should have, that they said nothing was wrong with my vehicle. The expenses I incurred driving to Houston to have my vehicle repaired and the inconvenience this has caused me is enormous. These issues need to be addressed as soon as possible. If you need to speak with me, do not hesitate to contact me at [REDACTED]

Thank you in advance for your time and cooperation.

Cc: Better Business Bureau – Case [REDACTED]  
South Pointe Lincoln Mercury

February 19, 2008

West Point Lincoln  
Better Business Bureau  
Case  
2005 Lincoln Navigator  
VIN #5LMFU27535

I have enclosed a letter received from Texas Auto Trim regarding the sunroof and the replacement/repairs of my rear entertainment system. I am providing this letter as part of my support for my claim against West Point Lincoln.

As previously stated, Mr. Quimby stated I was unavailable when West Point was trying to reach me regarding the repairs that needed to be made on my vehicle, yet in the letter from the President of Texas Auto Trim, Dinesh Patel, he states I left a message for West Point and so did Texas Auto Trim regarding the repairs that needed to be made to my vehicle and neither one of our phone calls were returned.

In addition, Mr. Patel stated Texas Auto Trim did find an issue with the water drainage from my sunroof. In his letter he states the issue found and the repairs that were made. In addition, he states, this is what caused the problem with my rear entertainment system that West Point Lincoln has chosen not to repair nor replace.

Please let me know if you have any questions or need additional information. As previously stated in my letter, I still have the following outstanding issues with my vehicle:

- Front end needs to be repaired
- Rear entertainment system repaired/replaced
- Extended warranty was purchased but is not being honored by any Lincoln Dealership

Texas Auto Trim has offered to have my tire pressure sensor fault repaired, so I am not requesting West Point to reimburse me for this repair. But I am expecting West Point to repair or replace my rear entertainment system, my front end and honor my extended warranty. If West Point nor any other dealership is not going to honor my extended warranty, which was purchased at the time the vehicle was purchased, then West Point needs to reimburse me the monies I paid for purchasing the voided extended warranty.

Thank

January 24, 2008

West Point Lincoln  
Better Business Bureau  
Case #  
2005 Lincoln Navigator  
Vin #5LMFU27535

Pat Quimby stated I had several custom aftermarket features added to my vehicle at the time of purchase, and this is correct, but West Point Lincoln was paid for these aftermarket additions and were included in my purchase price. In addition, at the time the vehicle was purchased and customized, an extended warranty was purchased from West Point Lincoln.

In Mr. Quimby's letter he stated that there was no problem with the sunroof, yet repairs were made by Texas Auto Trim when the vehicle was dropped off with them. So how can Mr. Quimby state that there was nothing wrong with the sunroof when repairs were made?

Mr. Quimby stated he checked the history of the vehicle in West Point Lincoln's history, technically there would be no history with West Point Lincoln because I moved from Houston, Texas to Colorado Springs, Colorado shortly after purchasing my vehicle from West Point. In addition, he stated he verified with South Point Lincoln that there is no history, yet I had told Mr. Quimby on several occasions that South Point would not service my vehicle because the vehicle was customized and therefore my warranty was void. South Point would only do "regular" maintenance on the vehicle such as oil changes, tire rotations, fuel filter replacement, and etc South Point did fix my sunroof on three occasions prior to my dropping the vehicle off at West Point. In addition, Mr. Quimby stated later in his letter that the sunroof had been repaired by Texas Auto Trim the next day. So how can he state that there was no problem with the sunroof if repairs had been made!

Mr. Quimby was well aware of this and the issues I was having prior to my vehicle being dropped off. In addition, Mr. Quimby had been told prior, that since South Point would not repair my vehicle, that I had to take my vehicle to MedVed Lincoln/Ford in Castle Rock, Colorado.

The tire pressure sensor fault was not reset and the message was not cleared as Mr. Quimby stated. When I picked up my vehicle, the Tire Pressure Sensor Fault immediately. So if this had been repaired, why am I still getting a Tire Pressure Sensor Fault!

When I went to Texas Auto Trim on December 28, 2007 I was told that they were waiting on West Point to call them back regarding the repairs for the TV/DVD player. The technician told me that he needed to know from West Point if they wanted to

TV/DVD player sent off for repairs or replaced. I immediately called David, Service Manager at West Point and left a message.

For Mr. Quimby to state in his letter that 6 messages were left for me on December 26, 2007 is not true. There had been a couple of messages left, but I in return called West Point back on each occasion within an hour and left messages. So for him to imply that the repairs for my vehicle were not done because I did not return calls is not true and I have my cell phone bill to document how many times I called West Point and left messages and how many times they called me!

Mr. Quimby also states that West Point agreed to do the alignment if the tires were purchased through the dealership. This is not true, I was told by David and Arthur, the Service Representative that an alignment would be done as soon as my vehicle was returned by Texas Auto Trim. Mr. Quimby was on vacation that week, and I did not speak with him.

Mr. Quimby also states that I should contact Texas Auto Trim if there are any issues, yet I did not purchase the vehicle through Texas Auto Trim and I did not pay Texas Auto Trim for the custom after markets. I purchased the vehicle through West Point Lincoln and I paid West Point Lincoln for the extended warranty, so why would I need to contact Texas Auto Trim. If my warranty is voided because the vehicle was customized, then West Point fraudulently sold me an extended warranty.

Mr. Quimby was well aware that my vehicle was out of the basic warranty period prior to the vehicle being dropped off. When West Point was notified of all the problems with the vehicle, I had 48K miles and it was still under warranty. This notification was sent to West Point in writing in July 2007. Due to the neglect of West Point, my vehicle was not repaired and as previously stated, I have an extended warranty which is valid until the vehicle reaches 100K. Yes the vehicle had 54K when it was dropped off for repairs, but I drove over 2,000 miles to take my vehicle to West Point under the agreement that the repairs would be made. In addition I had been trying to get the repairs made since July 2007 and the mileage at that time had not exceeded the warranty mileage.

If you have any questions or need further information, please call me at \_\_\_\_\_

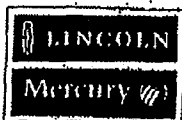
Thank you in advance for your time and cooperation.

FROM : SUC SECRETARY

From: Page: 3/4 Date: 1/18/2008 3:39:31 PM

FAX NO.

Jan. 18 2008 03:44PM P3



# WestPoint

LINCOLN-MERCURY

11666 Old Katy Road • Katy Freeway at Kirkwood  
Houston, Texas 77043  
(713) 529-2611

January 18, 2008

Center Business Bureau  
Case #  
2005 Lincoln Navigator  
5LMFU27534  
54,760 miles

dropped off her Navigator the day after Christmas with these complaints:

- Sunroof leaking
- Tire sensor fault
- Tire vibration at highway speeds
- TV goes on and off by itself
- Remote start does not work

She said she was going back to Colorado Friday December 28, and needed the vehicle back that evening.

had several custom aftermarket features added to her vehicle at the time of purchase including aftermarket wheels and tires, the remote start alarm and a TV/DVD system. These were purchased and installed thru the dealership at Texas Auto Trim located at 6025 Bissonnet st. Houston, TX 77082.

On the morning of December 26 we inspected the sunroof drains at the sunroof and saw no problem. It was decided that Texas auto trim should inspect further when they removed the headliner for their repairs.

had been told by someone her alignment was out and it was being caused by bad sway bar links and body mounts. She said the tires on the vehicle were the third set and she had had it aligned several times. She felt there was a suspension problem. I checked our history and didn't find an alignment had ever been done. I also checked with South Point L/M in Colorado, (her repair facility there). The Service Manager Gail told me they had replaced 1 damaged tire but had never done an alignment. He also noted the tire wear measurements on their vehicle inspection reports looked like the tires were original tires and wearing normally. The tires and suspension were checked the morning of December 26, for the vibration complaint. Suspension was visibly out of alignment but otherwise found to be in specs including the sway bay links and body mounts. Tire pressure sensors were reprogrammed to clear the fault message. Tires showed wear on the insides of the tires and less than 3mm tread which calls for tire replacement.

Texas Auto Trim was called at 10:16 December 26 and they picked up the vehicle about 12:00. Cornell, our contact at Texas Auto Trim called Thursday morning at about 9:30. They had repositioned the sunroof drains, reprogrammed the remote start and found the

FROM : SVC SECRETARY

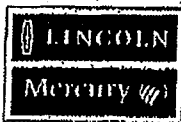
From:

Page: 4/4

Date: 1/18/2008 3:39:31 PM

FAX NO.

Jan. 18 2008 03:45PM P4



# West Point

LINCOLN-MERCURY

11666 Old Katy Road • Katy Freeway at Kirkwood  
Houston, Texas 77043  
(713) 529-2611

TV/DVD system to be operating normally. He agreed the tires needed replaced and aligned for the vibration issue and priced a set of replacement tires.

\_\_\_\_\_ was left 6 messages on Thursday December 27, and did not respond. We finally reached her at about 2PM Friday December 28. \_\_\_\_\_ was notified tires were needed and told the dealership would do an alignment at no cost if she bought tires from us. She declined to purchase tires from us. She went to Texas Auto Trim and paid them to have the tires replaced and asked that the vehicle be delivered to West Point ASAP. The vehicle was not reinspected by West Point after Texas Auto Trims repairs. When tires are replaced it is necessary to retrain the tire pressure sensors. It arrived some time close to 7PM after the service department had closed and was delivered directly to Ms Scott at our premises.

If there is an issue with the tires \_\_\_\_\_ should contact Texas Auto Trim.

\_\_\_\_\_ was given a rental vehicle at no charge to her while her vehicle was in for repairs. \_\_\_\_\_ vehicle was out of its base warranty due to mileage, (54,760) when we received it. We at West Point did not charge to diagnose her concerns and have made every effort to help even while Ms Scott was in Colorado.

If you need more information please contact me.

Regards,

Pat Quimby  
West Point Lincoln Mercury  
Service Director  
281-596-1190

*filed  
complaint on  
10/5/07 @  
12:05 PM*

### STANDARDS OF THE TEXAS LEMON LAW

The following is a brief explanation of most relevant provisions of the Texas lemon law. The complete text of the lemon law can be found at Texas Rev. Civ. Stat. Ann. art. 4413(36) § 6.07.

#### VEHICLES COVERED

The Texas lemon law covers a motor vehicle, defined as:

1. Every fully self-propelled vehicle that has two or more wheels and has as its primary purpose the transport of persons or property on a public highway;
2. Every fully self-propelled, titled vehicle that has two or more wheels and has as its primary purpose of off-road transportation of persons or property; or
3. An engine, transmission, or rear axle whether or not attached to a vehicle chassis, that is manufactured for installation in a vehicle having as its primary purpose the transport of persons or property on a public highway and having a gross vehicle weight rating of more than 16,000 pounds.

#### CONSUMERS COVERED

The lemon law covers the following consumers:

1. A person who purchases a motor vehicle at retail from a Texas dealer, and who is entitled to enforce the terms of the manufacturer's warranty;
2. The lessor or lessee (other than a sublessee) who purchased or leased a motor vehicle from a Texas dealer or lessor; and
3. The transferee or assignee of a retail purchaser, lessor or lessee as described above, as long as the transferee or assignee is a resident of Texas and is entitled to enforce the terms of the manufacturer's warranty.

#### VEHICLE CONVERTERS

The lemon law applies to vehicle converters.

#### PROBLEMS COVERED

The lemon law covers any defect or condition that creates a serious safety hazard or substantially impairs the use or market value of the motor vehicle. This is referred to as a *nonconformity*. The Texas Department of Transportation has indicated that the nonconformity must continue to exist.

"Serious safety hazard" is defined as a life-threatening malfunction or nonconformity that substantially impedes a person's ability to control or operate a motor vehicle for ordinary use or intended purposes or that creates a substantial risk of fire or explosion.

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Texas  
1

"Impairment of market value" is defined as a substantial loss in market value caused by a defect specific to the motor vehicle.

The lemon law provides manufacturers with an affirmative defense if it can be shown that the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle, or the nonconformity does not substantially impair the use or market value of the motor vehicle.

#### **MANUFACTURER'S DUTY TO REPAIR**

If a new motor vehicle does not conform to the manufacturer's, converter's, or distributor's express warranty, then the manufacturer, converter or distributor must make the necessary repairs if:

1. The consumer or the consumer's agent reports the nonconformity to the manufacturer, converter, or distributor, or any of their agents or franchised dealers during the term of the express warranty; or
2. The terms of the *presumption* relating to the vehicle (see below) have been met.

The necessary repairs must be made regardless of whether the applicable warranty period has expired.

#### **MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE**

If the manufacturer, converter, or distributor is unable to conform the motor vehicle to the applicable express warranty by repairing or correcting a nonconformity after a *reasonable number of attempts*, the manufacturer, converter, or distributor must either replace or repurchase the motor vehicle.

#### **REASONABLE NUMBER OF REPAIR ATTEMPTS**

The Texas lemon law establishes a *presumption* that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties if:

1. The same nonconformity has been subject to repair four or more times by the manufacturer, converter, or distributor, or any of their agents or franchised dealers, but the nonconformity continues to exist. Two of the repair attempts must be made within a period of 12 months following the date of original delivery to a consumer, or 12,000 miles, whichever occurs first, and the two other repair attempts must be made within 12 months or 12,000 miles, whichever occurs first, immediately following the date of the second repair attempt;
2. The same nonconformity creates a serious safety hazard and has caused the vehicle to have been subject to repair two or more times by the manufacturer, converter, or distributor, or any of their agents or franchised dealers, but the nonconformity continues to exist. At least one attempt to repair must be made in the period of 12 months or 12,000 miles, whichever occurs first, and at least one other attempt must be made in the period of 12 months or 12,000 miles, whichever occurs first, after the first repair attempt; or

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Texas  
2

3. The vehicle is out of service for repair for a cumulative total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, and a nonconformity that substantially impairs the use or market value of the motor vehicle still exists. At least two repair attempts must be made in the first 12 months or 12,000 miles immediately following the date of original delivery to a consumer.

The initial 12 month or 12,000 mile periods, the subsequent 12 month or 12,000 mile periods, and the 30 day period are extended by any period during which repair services are not available because of war, invasion, strike, fire, flood, or other natural disaster.

The 30 day period is tolled during any period of time that the manufacturer or distributor lends a comparable motor vehicle to the consumer during the time of repairs by a franchised dealer.

#### **NOTICE AND OPPORTUNITY TO REPAIR**

The manufacturer, converter, or distributor will not be required to replace or repurchase a vehicle unless:

1. The manufacturer, converter, or distributor has been mailed prior written notification of the alleged nonconformity or defect from or on behalf of the consumer; and
2. The manufacturer, converter, or distributor has been given an opportunity to cure the alleged defect or nonconformity.

#### **DISPUTE RESOLUTION**

A consumer may not file an action seeking refund or replacement unless the consumer has first exhausted the administrative remedies through the state-operated arbitration program.

#### **TIME PERIOD FOR FILING CLAIMS**

A proceeding must be commenced within six months following the earlier of (1) expiration of the express warranty term, or (2) 24 months or 24,000 miles following the date of the vehicle's original delivery to a consumer.

This information is not intended as legal advice. Please direct specific questions to your legal counsel.  
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Texas  
3

COLORADO SPRINGS POLICE DEPARTMENT  
Colorado Motor Vehicle Repair Act

Case Report No.  
08-40621

OFFENSE REPORT

OFFENSE TITLE	STATUTE NUMBER	LOCATION OF OCCURRENCE	ZIP CODE
Motor Vehicle Repair Act - Penalties	42-9-112	945 Morton City Dr	80905
DATE AND TIME OCCURRED	DATE AND TIME REPORTED		
12 MONTH 10 DAY 08 YEAR 5:10 PM WED	12 MONTH 11 DAY 08 YEAR 5:30 AM		
AREA COMMAND	ON OR BETWEEN		
	12 10 08		

VICTIM'S NAME (LAST FIRST MIDDLE)	RACE	SEX	AGE	OCCUPATION
7720 Milton E. Parby Pkwy Colorado Springs CO	BLK	F		Airport Actable
BUSINESS NAME (IF BUSINESS IS VICTIM)	BUSINESS ADDRESS	BUSINESS PHONE		
REPORTING PARTY (IF DIFFERENT THAN VICTIM) (LAST, FIRST, MIDDLE)	SEX	AGE	DOB	OCCUPATION
REPORTING PARTY ADDRESS	CITY	STATE	ZIP CODE	

Complaints regarding alleged violations of the Colorado Motor Vehicle Repair Act are documented to assist the public for reporting purposes under provisions of C.R.S. 42-9-101 thru 112. The Colorado Springs Police Department will contact the business involved in this matter to obtain a response to this complaint. The matter shall then be referred to the District Attorney's Economic Crime Division for resolution. Follow-up questions on this complaint should be directed to the District Attorney's Office.

VEHICLE INVOLVED	VEHICLE YEAR	VEHICLE MAKE	VEHICLE MODEL	VEHICLE STYLE	VEHICLE COLORS - TOP/BOTTOM
	2005	Lincoln	Navigator	Ultimate	Silver/Black
	LICENSE TYPE	LICENSE YEAR	LICENSE STATE	VEHICLE IDENTIFICATION NUMBER:	
	Pass	2009	TX	5LMFU2753E	

Repairs Performed:	Total Cost:	Amount Disputed:					
engine repairs, cam shaft, ignition	1,842	1,542					
Repair Business Involved:	BUSINESS ADDRESS	BUSINESS PHONE					
South Point Lincoln	945 Morton City Dr	719-577-9000					
Individual Employee of Business Involved:	Race	Sex	Est. Age	Est. Height	Est. Weight	Hair Color	Eye Color
Mike Welch / Dale	White	M	45-50	6'0"	225	Blun	-

- Nature of complaint under Motor Vehicle Repair Act (Mark those that apply to your complaint):
- |                                     |   |              |
|-------------------------------------|---|--------------|
| <input type="checkbox"/>            | Failure to supply a written estimate for repair costing more than \$100.00 (customer did not sign a waiver.)    | Section# 104 |
| <input type="checkbox"/>            | Charging for unauthorized repairs (or additional repairs)   | 105          |
| <input type="checkbox"/>            | Charging more for repairs than the written estimate by \$25.00 or 10% of written estimate (which ever is less.) | 105          |
| <input checked="" type="checkbox"/> | Fraudulently charging for repairs not performed   | 111          |
| <input checked="" type="checkbox"/> | Fraudulently performing repairs that weren't needed and charging for them.                                      | 111          |
| <input type="checkbox"/>            | Fraudulently representing that a vehicle was in dangerous condition when this was not true.                     | 111          |
| <input type="checkbox"/>            | Failure to supply an invoice for repairs performed.   | 108          |

Attach to this report original copies of all paperwork dealing with this matter.  
On the next page, provide a statement of the facts in this cases.

I hereby certify that the information c	ny knowledge and belief.
Signature of Reporting Party:	
ICER/EMPLOYEE RECEIVING REPORT/	
RSR D.M. Cardo / 3137C	
Date & Time	PAGE
12/11/08 1730 hrs.	OF 2

Important:  
This Report should be typed or written in BLACK PEN only.  
(other colors will not scan into the Police Department's digital record system)

**COLORADO SPRINGS POLICE DEPARTMENT**  
Colorado Motor Vehicle Repair Act  
Narrative Form

Motor Vehicle Repair Act 42-9-112	Victim's Name:	Date of Report 12/11/08	Case Report Number 08-40621
-----------------------------------	----------------	----------------------------	--------------------------------

(This statement is to be written in BLACK INK only. Other colors will not scan into the Police Department's digital record system.)  
Attach additional pages if necessary

**Statement of Reporting Party:**

1. Describe what occurred leading to this complaint: (Please indicate any information that comes from someone else, and the source and basis of that person's knowledge.)

I have had engine problems + front end problems since 2005. I have been taking the vehicle in for repairs to be told nothing is wrong with it, or issues that I needed to pay for out of pocket. In February 2008, my truck stopped running and major engine work was done. I have still had problems and I am constantly being told by South Point:

2. Was your vehicle towed to the repair shop after business hours and left?  Yes  No

3. Have you included the original copy of all paperwork from the repair shop dealing with this transaction?  Yes  No

4. Did you have any conversations with the repair shop after the initial estimate was provided?  Yes  No  
If so, what was said?

Mike Welch told me on December 2, 2008 that the engine noise + hesitation was due to cam shaft sensor + ignition. Stated parts were ordered. On December 10, 2008 was told hesitation was due to vehicle needing tune-up + spark plugs, that would cost an additional \$500 and might fix the problem. See back ->

5. Were you provided with the old parts that were removed from your vehicle?  Yes  No  
If so, have you retained these?  Yes  No What parts are these?

N/A

6. How did you pay for the repairs? Do you have the documentation of this payment (credit card receipts, canceled checks, etc.)

CASH Debit card, YES

7. Did you have subsequent repairs made to the vehicle? If so, where? What did these repairs reveal? What was the name of the individual providing this information to you?

Vehicle has not been repaired. In my possession as of today.

Signed: \_\_\_\_\_

Dated: 12/11/08

520-  
6002

**ARTICLE 9  
MOTOR VEHICLE REPAIR ACT**

- 42-9-101. Short title.
- 42-9-102. Definitions.
- 42-9-103. Applicability.
- 42-9-104. When consent and estimate required - original transaction - disassembly.
- 42-9-105. When consent and estimate required - additional repairs - changed completion date.
- 42-9-106. Amounts over estimate - storage charges - cancellation of authorized repairs.
- 42-9-107. Used, reconditioned, or rebuilt parts.
- 42-9-108. Invoice.
- 42-9-108.5. Warranty completion date.
- 42-9-108.7. Motor vehicle repair facility warranties.
- 42-9-109. Return of replaced parts.
- 42-9-109.5. Inflatable restraint systems - replacement.
- 42-9-110. Exemption - antique motor vehicles.
- 42-9-111. Prohibited acts.
- 42-9-112. Criminal penalties.
- 42-9-113. Civil penalties.

42-9-101. Short title.

This article shall be known and may be cited as the "Motor Vehicle Repair Act of 1977".

**42-9-102. Definitions.**

As used in this article, unless the context otherwise requires:

- (1) "Auto parts recycler" means any person who purchases motor vehicles for the purpose of dismantling and selling the components thereof and who complies with all federal, state, and local regulations. "Auto parts recycler" includes a vehicle dismantler.
- (1.2) "Customer" means the owner, the agent of the owner, or a family member, employee, or any other person whose use of the vehicle is authorized by the owner.

(1.5) "Estimate" means a written or oral assessment that describes structural damage to or mechanical needs of a motor vehicle. The estimate shall include total estimated costs of repair, excluding sales taxes and towing charges, together with a statement as to whether any parts to be installed are new original equipment manufacturer, new nonoriginal equipment manufacturer, used, reconditioned, or rebuilt.

(1.6) "Inflatable restraint system" has the same meaning as is set forth in 49 CFR sec. 507.208 S4.1.5.1 (b).

(1.7) "Invoice" means the final statement for services rendered.

(2) "Motor vehicle" means every self-propelled vehicle intended primarily for use and operation on the public highways. The term does not include trucks and truck tractors having a gross vehicle weight of more than eight thousand five hundred pounds, nor does it include farm tractors and other machines and tools used in the production, harvesting, and care of farm products, nor does it include motorcycles.

(3) "Motor vehicle repair facility" means any natural person, partnership, corporation, trust, association, or group of persons associated in fact although not a legal entity which, with intent to make a profit or a gain of money or other thing of value, engages in the business or occupation of performing repairs on a motor vehicle, including repairs on body parts. The term "motor vehicle repair facility" includes a motor vehicle repair garage.

(4) "Necessary" means essential to a desired or projected end as stated by the customer or indispensable to avoid loss or damage.

(5) "Repairs on a motor vehicle" or "repairs" includes maintenance, diagnosis, repairs, service, and parts replacement but does not include washing the vehicle or adding gasoline or oil to the vehicle.

(6) "Work order" means a document that a customer signs to authorize repairs. "Work order" may include an estimate.

#### **42-9-103. Applicability.**

The provisions of sections 42-9-104, 42-9-105, and 42-9-106 shall not apply where the total cost of the labor and parts is one hundred dollars or less.

#### **42-9-104. When consent and estimate required - original transaction - disassembly.**

(1) (a) No repairs on a motor vehicle shall be performed by a motor vehicle repair facility unless the facility obtains the written consent of the customer.

(b) The required written consent is waived by the customer only when the motor vehicle has been towed to the motor vehicle repair facility or the customer has left the motor vehicle with the motor vehicle repair facility outside of normal business hours or when the customer has signed a waiver in compliance with paragraph (b) of subsection (2) of this section. The waiver established by this paragraph (b) for any vehicle that is towed to a motor vehicle repair facility or left with the motor vehicle repair facility outside of normal business hours is limited to a maximum of one hundred dollars for all labor and parts.

(c) When the customer has not given the motor vehicle repair facility written consent to perform repairs, no repairs shall be performed unless the facility first communicates orally to the customer the written estimate of the total cost of such repairs and the customer then

consents to the required repairs. A record of such communication and consent shall be made on the work order by the motor vehicle repair facility and shall include the date, time, manner of consent, telephone number called, if any, and the names of the persons giving and receiving such consent. If more than one such communication occurs between the motor vehicle repair facility and the customer, a record of the telephone number need not be made for each subsequent communication if the telephone number is the same as on the initial consent.

(2) (a) (I) Except as provided in paragraph (b) of this subsection (2), no repairs shall be performed by a motor vehicle repair facility unless said facility first submits in writing or, where allowed by this section, orally communicates to the customer an estimate of the total cost of any such repairs. The written estimate shall include the expected completion date of such repairs. A copy of the completed written estimate of the total cost of repair shall be provided to the customer.

(II) (A) Except as provided in sub-subparagraph (B) of this subparagraph (II), storage charges may accrue, beginning on the fourth day, if the customer has not picked up the motor vehicle within three days, exclusive of Saturday, Sunday, any legal holiday, and any days the repair facility is closed for business, after notification of the completion of authorized repairs or if the customer failed to authorize repairs to be performed within three days, exclusive of Saturday, Sunday, any legal holiday, and any days the repair facility is closed for business, after the date of communication of an estimate.

(B) Storage charges shall be assessed in accordance with section 38-20-109, C.R.S., if the facility chooses to sell the customer's property in accordance with article 20 of title 38, C.R.S.

(C) The amounts that a customer may be charged for storage charges shall be conspicuously printed on the separate written authorization provided to the customer.

(III) The work order provided to the customer shall state conspicuously that, except for body shop repair parts and exchanged or warranty parts that shall only be presented to the customer for examination and not returned, and except for inflatable restraint system components, the customer is entitled to the return of the replaced parts if the customer so requests at the time of consenting to or authorizing the repairs.

(IV) The work order, or a legible copy thereof, shall be retained by the motor vehicle repair facility for at least three years.

~~(b) A customer may waive the right to receive any estimate, either written or oral, prior to authorizing repairs by signing the customer's name and the date below the following statement that shall be in bold type: "I DO NOT WISH TO RECEIVE ANY ESTIMATE, EITHER WRITTEN OR ORAL, TO WHICH I AM ENTITLED BY LAW, BEFORE REPAIRS ARE AUTHORIZED." The signing of such waiver does not constitute an authorization of repairs, which shall be a separate statement.~~

(c) (I) In the event that it is necessary to disassemble, or partially disassemble, a motor vehicle or a motor vehicle part in order to provide the customer with an estimate for required repairs, the written estimate required in paragraph (a) of this subsection (2) shall show the cost of reassembly in the event that the customer elects not to proceed with the repairs of the motor vehicle or motor vehicle part. The estimate shall also include the total cost of labor and parts to replace those expendable items that are normally destroyed by such disassembly. No act of disassembly that would prevent the restoration of the same unit to its former

condition may be undertaken unless the motor vehicle repair facility has fully informed the customer of that fact in writing on the work order and the customer consents to the disassembly.

(II) Any estimate of required repairs given after a disassembly shall comply with the requirements of paragraph (a) of this subsection (2); except that such written estimate may then be communicated orally to the customer. A record of such communication shall be made on the work order by the motor vehicle repair facility, including the date, time, manner of communication, telephone number called, if any, and names of persons giving and receiving such consent. If more than one such communication occurs between the motor vehicle repair facility and the customer, a record of the telephone number need not be made for each subsequent communication if the telephone number is the same as on the initial consent.

(d) Towing charges are excluded from the written or oral estimate and consent requirements of this section.

**42-9-105. When consent and estimate required - additional repairs - changed completion date.**

(1) Except when an estimate has been waived pursuant to section 42-9-104 (2) (b), no charge shall be made for labor and parts in excess of the estimate, plus ten percent thereof or twenty-five dollars, whichever is less, without the consent of the customer to the additional charge before performance of the labor or installation of the parts not included in the estimate.

Consent by the customer to additional charges may be written or oral. In either case, a record of such consent shall be made on the work order by the motor vehicle repair facility and shall include the date, time, manner of consent, telephone number called, if any, and names of the persons giving and receiving the consent. If more than one such communication occurs between the motor vehicle repair facility and the customer, a record of the telephone number need not be made for each subsequent communication if the telephone number is the same as on the initial consent.

(2) (a) The customer shall be notified in writing on the work order of any changes in the expected completion date of the repairs and of the new expected completion date. Such notification may be communicated to the customer orally, but such communication, written or oral, shall be made no more than twenty-four hours after the original completion date, exclusive of Saturday, Sunday, and any legal holiday. If communicated orally, a record of such communication shall be made on the work order by the motor vehicle repair facility and shall include the date, time, telephone number called, if any, and names of the persons giving and receiving such communication. If the name of the person receiving such communication is different than the original customer, the name and telephone number called, if any, shall be recorded on the work order.

(b) No additional changes in the completion date shall be made unless the consent of the customer to the additional change is obtained. If the required consent is given orally, the motor vehicle repair facility shall make a record of such consent on the work order and shall include the date, time, manner of consent, and the names of the persons giving and receiving such consent.

(c) If the motor vehicle repair facility fails to notify the customer of the change in the completion date or if the customer refuses to consent to an additional change in the completion date, the contract may be cancelled at the option of either the customer or the motor vehicle repair facility. Once the contract has been cancelled in this manner, the motor vehicle repair facility shall be required to reassemble the motor vehicle in substantially the same condition in which it was delivered to the motor vehicle repair facility without cost to the customer unless the customer has been previously notified as to the impracticality of such reassembly; except that the customer shall be required to pay for any repairs already completed as specified in section 42-9-106 (3) (a).

**42-9-106. Amounts over estimate - storage charges - cancellation of authorized repairs.**

(1) Except when an estimate has been waived pursuant to section 42-9-104 (2) (b), if the charge for labor and parts is over the original estimate or any subsequent estimate by ten percent thereof or twenty-five dollars, whichever is less, and unless further oral or written consent is given by the customer pursuant to section 42-9-105 (1), the motor vehicle repair facility shall return the motor vehicle to the customer upon the payment of the amount of the original estimate or any subsequent estimate plus ten percent thereof or twenty-five dollars, whichever is less, and the motor vehicle repair facility shall not be entitled to a lien for said excess pursuant to section 38-20-106, C.R.S.

(2) No charge shall be made for storage of the motor vehicle unless the motor vehicle is not picked up by the customer within three days, exclusive of Saturday, Sunday, legal holidays, and any days the repair facility is closed for business, after the customer is notified that the repairs have been completed and the customer was notified, as required by section 42-9-104 (2) (a), that such storage charges would accrue. Storage charges may accrue pursuant to a written agreement, separate from any other repair document, between the motor vehicle repair facility and the customer. The written authorization, in bold type, shall state the following:

**Storage Fee Policy**

**A storage fee may not be charged unless a written agreement, separate from any other repair document, for an amount is reached. A storage fee may be charged, beginning on the fourth day, if a motor vehicle is not removed within three days after the customer is notified that repairs have been completed, excluding Saturdays, Sundays, legal holidays, and any days the repair facility is closed for business.**

The motor vehicle repair facility shall make a record of the notice of completion on the work order. The record shall include the date and time of the notice of completion, the manner of communication of the notice, the telephone number called, if any, and the name of the person receiving the notice.

(3) (a) If the customer cancels previously authorized repairs prior to their completion, the motor vehicle repair facility shall be entitled to charge the customer for repairs, including labor and parts, which have already been performed so long as said charge does not exceed the original estimate or any subsequent estimate for the repairs already performed.

(b) In requesting the return of the motor vehicle subsequent to the cancellation of previously authorized repairs, the customer shall specify whether it should be reassembled in substantially the same condition in which it was delivered to the motor vehicle repair facility or in such a lesser condition of assembly as the customer shall designate. Reassembly shall be completed by the motor vehicle repair facility within three days of the customer's request, excluding Saturday, Sunday, any legal holiday, and any days the repair facility is closed for business.

(c) All charges for reassembly, whether or not the requested repairs are completed, shall be included in the original estimate or in any subsequent estimate.

(4) Nothing in this section shall require a motor vehicle repair facility to give an estimate if such facility does not agree to perform the requested repairs.

(5) Payment by the customer of any amount in excess of those allowed by this article or for unauthorized repairs is not a waiver of any of the rights granted by this article to the customer, nor shall such payment be construed as consent to additional repairs or excess charges.

(6) All written estimates and other information required by this section shall be recorded on or attached to the invoice described in section 42-9-108.

#### **42-9-107. Used, reconditioned, or rebuilt parts.**

The motor vehicle repair facility shall specify in the original estimate whether any parts to be installed are new original equipment manufacturer, new nonoriginal equipment manufacturer, used, reconditioned, or rebuilt and then shall obtain the consent of the customer before any new original equipment manufacturer, new nonoriginal equipment manufacturer, used, reconditioned, or rebuilt parts are installed in the motor vehicle. If such consent is oral, the motor vehicle repair facility shall make a record of such consent on the work order and shall include the date, time, and manner of consent. The telephone number called, if any, and the name of the person giving and receiving the consent, if different than the original customer, shall be recorded on the work order. The motor vehicle repair facility shall adjust the original estimate for new parts to reflect the altered cost if used, reconditioned, or rebuilt parts are authorized and installed.

#### **42-9-108. Invoice.**

(1) All repairs done by a motor vehicle repair facility shall be recorded on a customer's invoice. A legible copy of the customer's invoice shall be given to the customer when the motor vehicle is returned to the customer. The original or a legible copy of the customer's invoice shall be retained for at least three years by the motor vehicle repair facility.

(2) The customer's invoice shall include the following:

(a) The name and address of the customer;

(b) The year, make, odometer reading on the date the motor vehicle was brought in for repairs, and license number of the motor vehicle;

(c) The date the motor vehicle was received for repairs;

- (d) An itemization of each part added to or replaced in the motor vehicle; a description of each part by name and identifying number; clear identification of which parts are used, reconditioned, or rebuilt; and the charges levied for each part added or replaced;
- (e) The amount charged for labor, the full name or employee number of each mechanic or repairer who in whole or in part performed repairs, and the identification of the specific stage of repair for which each mechanic or repairer named was partially or wholly responsible;
- (f) An itemized statement of all additional charges, including storage, service and handling, and taxes;
- (g) An identification of any repairs subcontracted to another repair facility;
- (h) The legible initials of the person filling out any portion of the invoice not specified in this subsection (2); and
- (i) A copy of any warranty issued by the motor vehicle repair facility setting forth the terms and conditions of such warranty.
- (3) Itemization of a particular part is not required on the customer's invoice if no charge is levied for that part.
- (4) Miscellaneous designations such as "shop supplies", "paint and paint supplies", and "shop materials" may be used on the customer's invoice.
- (5) Designation of mechanics, repairers, parts, or labor is not required on the customer's invoice if the customer has been given a flat-rate price, if such repairs are customarily done and billed on a flat-rate price basis and agreed upon by the customer, and if such flat rates are conspicuously posted by the motor vehicle repair garage or otherwise made available to the customer prior to rendering the estimate.

#### **42-9-108.5. Warranty completion date.**

When a motor vehicle is returned under a warranty issued by the repair facility, the facility shall give the customer a written notice that specifies that the work is under warranty and that provides the customer with a completion date for the repair, as required by section 42-9-104.

#### **42-9-108.7. Motor vehicle repair facility warranties.**

If a motor vehicle repair facility issues a motor vehicle repair facility warranty, such warranty shall appear with the invoice and shall set forth all terms and conditions of such warranty. The facility warranty shall be limited to the terms and conditions set forth in such warranty.

#### **42-9-109. Return of replaced parts.**

Except for body shop repair parts, inflatable restraint system components, and parts that the motor vehicle repair facility is required to return to the manufacturer or distributor under a manufacturer warranty or exchange arrangement, the motor vehicle repair facility shall return replaced parts to the customer at the time of the completion of the repairs if the customer so requests at the time of consenting to or authorizing the repairs. A motor vehicle repair facility is not authorized to return any components of an inflatable restraint system to the consumer.

**42-9-109.5. Inflatable restraint systems - replacement.**

(1) (a) A motor vehicle repair garage may replace an inflatable restraint system only with an inflatable restraint system that is newly manufactured or an inflatable restraint system salvaged and sold by a vehicle dismantler or auto parts recycler.

(b) A motor vehicle repair garage is not required to install a salvaged inflatable restraint system and may do so only upon obtaining specific written authorization from the customer. A motor vehicle repair garage installing a salvaged inflatable restraint system shall include the phrase "salvaged inflatable restraint system" prominently on the face of the invoice. A motor vehicle repair garage may not use other terms, including but not limited to "used" or "as is", to describe a salvaged inflatable restraint system on an invoice.

(2) (a) If a vehicle dismantler or auto parts recycler sells a salvaged inflatable restraint system, the vehicle dismantler or auto parts recycler shall state the following information on the invoice:

(I) The date of sale of the salvaged inflatable restraint system;

(II) The vehicle identification number of the vehicle from which the inflatable restraint system was salvaged; and

(III) The part number of the salvaged inflatable restraint system, if such number is available.

(b) A vehicle dismantler or auto parts recycler shall maintain the bill of sale for any sale of a salvaged inflatable restraint system for at least three years after the date of the sale.

**42-9-110. Exemption - antique motor vehicles.**

The provisions of this article shall not apply to repairs of any motor vehicle twenty-five or more years old or of any motor vehicle which is a collectors' item as defined in section 42-12-101 (2).

**42-9-111. Prohibited acts.**

(1) No motor vehicle repair facility or any employee or contract laborer of such facility shall:

(a) Charge for repairs which have not been consented to by the customer or charge for repairs in excess of amounts allowed by this article;

(b) Represent that repairs are necessary when such is not a fact;

(c) Represent that repairs have been performed when such is not a fact;

(d) Represent that a motor vehicle or motor vehicle part being diagnosed is in dangerous condition when such is not a fact;

(e) Perform emissions repairs to bring motor vehicles into compliance with the provisions of sections 42-4-301 to 42-4-316 when such repairs are not indicated by the identified emissions failure;

(f) Fail to issue an invoice as required by section 42-9-108;

(g) Fail to give notice as required by section 42-9-105;

(h) Require a customer to sign a work order that does not state the repairs that are requested by the customer;

(i) Fail to state the motor vehicle odometer reading, unless such reading is unfeasible due to the condition of the odometer; or

(j) Install or reinstall, as part of a vehicle inflatable restraint system, any object in lieu of an air bag that was designed in accordance with federal safety regulations for the make, model, and year of the vehicle.

#### **42-9-112. Criminal penalties.**

(1) Except as provided in subsection (2) of this section, any motor vehicle repair facility or any employee of such facility that fails to provide a completed written or oral estimate as required under section 42-9-104 (2), or an invoice as required under section 42-9-108, is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than five hundred dollars nor more than two thousand dollars per violation. No portion of the minimum fine for repeat offenders shall be suspended.

(2) Except as otherwise provided in subsection (4) of this section, any motor vehicle repair facility or any employee of such facility who violates section 42-9-111 is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than five hundred dollars nor more than one thousand dollars per violation. No portion of the minimum fine for repeat offenders shall be suspended.

(2.5) Any motor vehicle repair facility or any employee of such facility who violates any provision of this article other than the provisions for which penalties are provided in subsections (1), (2), and (4) of this section is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of five hundred dollars per violation.

(2.7) A violation of this article shall also constitute a deceptive trade practice in violation of the "Colorado Consumer Protection Act", article 1 of title 6, C.R.S., and shall subject the motor vehicle repair facility or any employee of such facility to the remedies or penalties contained in article 1 of title 6.

(3) (Deleted by amendment, L. 97, p. 863, § 11, effective May 21, 1997.)

(4) Any motor vehicle repair facility or any employee of such facility who violates the provisions of section 42-9-111 (1) (j) is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than two thousand five hundred dollars and not more than five thousand dollars per violation, or imprisonment in the county jail for up to one year, or both.

#### **42-9-113. Civil penalties.**

In any civil action for the enforcement of this article, the court may award reasonable attorney fees and costs to the prevailing party, and a customer shall be entitled to treble damages for failure of any motor vehicle repair facility or any employee of such facility to comply with this article, except for clerical errors or omissions; but in no event shall such damages be less than two hundred fifty dollars. The customer shall first make written demand for the customer's damages from the motor vehicle repair facility by certified mail at least ten days prior to the filing of any such action, exclusive of Saturday, Sunday, and any legal holiday. Such action shall be brought within the time period prescribed in section 13-80-103, C.R.S.

DR 2122 (04/02)  
 COLORADO DEPARTMENT OF REVENUE  
 AUTO INDUSTRY DIVISION  
 DENVER CO 80261-0016  
 (303) 205-5604

# Complaint Form

Please fill out the form below, type or print clearly, and mail it to the above address.

Your Name		City	State	ZIP
		Colorado Springs	CO	

### COMPLAINT AGAINST

Dealership Name	Phone Number		
South Point Lincoln Mercury	719-577-9000		
Address	City	State	ZIP
945 Motor City Drive	Colorado Springs	CO	80906
Person Dealt With	Date of Transaction		
Mike Welch, & Dale, Service Manager	12/10/2008		

Provide full details of your complaint on a separate page and attach to this form.  
 Please include one copy of each document relating to your complaint. Failure to do so may cause undue delay in processing. Please send only photocopies.  
 We do not assume any responsibility for original documents.

1. Check **ONE** box which best describes the nature of your complaint
- |  |   |  |
|--|---|--|
| <input type="checkbox"/> a. Advertising        | <input type="checkbox"/> f. Lease/Contract                | <input type="checkbox"/> k. Title                          |
| <input type="checkbox"/> b. Contract/Financing | <input type="checkbox"/> g. Misrepresentation             | <input type="checkbox"/> l. Unlicensed Dealer/Salespersons |
| <input type="checkbox"/> c. Deposit            | <input type="checkbox"/> h. Odometer/Mileage              | <input checked="" type="checkbox"/> m. Warranty            |
| <input type="checkbox"/> d. Equipment          | <input type="checkbox"/> i. Dealer Plate/Temporary Permit | <input type="checkbox"/> n. Other _____                    |
| <input type="checkbox"/> e. False Statement    | <input type="checkbox"/> j. Repossession                  |  |

2. Briefly explain the nature of your complaint. I have been complaining of engine noise and a rough ride on my vehicle for well over two and a half years now and have constantly taken my vehicle in for repairs, for the repairs not to be made.

3. Have you complained to the general manager or owner of the dealership?  
 Yes     No    If not, please contact one of them as soon as possible.

4. With whom at the dealership have you discussed your complaint?  
 I have dealt with Dale, Service Manager and Mike Welch, Service Representative. A letter was sent to the General Manager

5. How has the dealership offered to resolve your complaint?  
 No, the General Manager stated they would replace three spark plugs and that they would no longer work on my vehicle. They have failed to diagnose or even make the appropriate repairs in the past.

6. ~~What would you consider to be a satisfactory solution to your complaint?~~  
 I believe this truck is a lemon. This truck has been in the shop over 35 times during the past two and a half years and the repairs have yet to be made and I am constantly paying a deductible. Lincoln needs to either replace the vehicle or take possession of the vehicle and issue me a refund so that I can purchase a dependable vehicle.

7. How were you referred to this agency for assistance?
- |   |                                       |  |
|---|---------------------------------------|--|
| <input type="checkbox"/> TV/Radio Ad                                    | <input type="checkbox"/> Newspaper Ad | <input type="checkbox"/> Telephone Directory |
| <input checked="" type="checkbox"/> Friend or Acquaintance              |                                       |  |
| <input type="checkbox"/> Consumer Assistance Agency (Please List) _____ |                                       |  |
| <input type="checkbox"/> Other _____                                    |                                       |  |

**NOTICE**

**UNDER PENALTIES OF PERJURY, what I have written on this form is true and correct to the best of my knowledge and belief.**

Signature	Date
<i>[Signature]</i>	12/11/08

any copy - Dealer                      pink copy - Complainant

DR 2121 (01/02)  
 COLORADO DEPARTMENT OF REVENUE  
 AUTO INDUSTRY DIVISION  
 DENVER CO 80261-0016

# Complaint Form

Page 1 \_\_\_\_\_

Please type or print *clearly* the nature of your complaint below. Describe the events in the order in which they happened and include dates, names, and places. Please use extra sheets if needed. Be accurate and detailed as possible. List all witnesses, addresses and phone numbers.

I began having problems with my Lincoln Navigator a couple of months after it was purchased. Since then I have tried to work with the Lincoln Dealership in getting the problems diagnosed and repaired. I have had no resolution and nothing but problems when dealing with Lincoln and this vehicle. This vehicle is a lemon and Lincoln is well aware of all the issues and the history since all the repairs and complaints have been at a Lincoln dealership. Here is a chronological order of the issues and continued issues I have been having with my vehicle. You will also find all the repair tickets for all the visits to the dealership. My vehicle has been in the shop approximately 35 times since it was purchased in July 2005.

8/31/05 - Took truck in for service for vibration. Mileage 2,195  
 9/7/05 - Running boards not working properly. Mileage 2,984  
 11/11/05 - Tire pressure failure; engine noise. Mileage 6,324  
 12/27/05 - Running boards not working properly; rear windows grinding. Mileage 11,547  
 1/10/06 - Running boards not working properly; rear windows grinding; Tire pressure sensor failure. Mileage 13,010  
 5/18/06 - Transmission slipping; sunroof leaking. Mileage 20,733  
 6/15/06 - Transmission slipping; Window tint and clear bra bubbling; keys not programmed. Mileage 21,472  
 8/9/06 - Driverside door will not open; Vibration; Mileage 26,670  
 9/27/06 - Tire pressure failure; Vibration. Mileage 31,359  
 10/17/06 - Rear deflector repaired & wiper. Mileage 32,554  
 4/5/07 - Vibration. Mileage 42,399  
 5/31/07 - Vibration; Transmission slipping; Remote start not working. Mileage 45,911  
 7/18/07 - Vibration; Tire pressure failure; Sunroof leaking; Driver seat. Mileage 48,096  
 8/8/07 - Sunroof leaking; Driver seat. Mileage 48,096  
 12/4/07 - Vibration. Mileage 52,499  
 12/28/07 - Sunroof leaking; Tire pressure failure; Vibration; Remote Start not working. Mileage 54,760  
 2/2/08 - Tire pressure failure repaired by Discount Tire.  
 2/27/08 - CD player skipping; Sunroof leaking; Vibration; Vehicle had stopped running. Major work performed during this service. See work ticket. Mileage 59,313  
 6/27/08 - Vibration; Issues warming up when cold; Hesitation when accelerating (same as transmission slipping earlier complaints); Engine noise; Vehicle shaking when in park. Mileage 62,095  
 10/31/08 - Engine noise (rattling); Mileage 66,141  
 11/6/08 - Mirror not adjusting; Engine noise (rattling). Mileage 66,326

12/2/08 - Engine noise (rattling) and Transmission slipping. Mileage 67,327. This was my last visit to the dealership. I received a call from Mike Welch on 12/3/08 stating the engine noise and the hesitation is one in the same. The parts were ordered and would call once the repairs were completed. Received a call from Mike Welch on 12/9/08 stating that the hesitation was due to my vehicle needing a tune-up and the vehicle could not be properly diagnosed until the tune-up was done. He stated this would cost me about \$500. I told him no, my vehicle does not need a tune-up. He said that I needed to come pick up my vehicle since I was not having the tune-up done. I picked up my vehicle on 12/10/08 and Mike Welch had already left work. At that time I paid my deductible and went to start my vehicle. The check engine light was on and my running boards were not working. I immediately went into the dealership and spoke with Dale, Service Manager and he stated the check engine light is on because I needed a tune-up. I told him that was not true because the check engine light was not on when I dropped the vehicle off and my running boards worked properly. He stated my vehicle still had the original spark plugs and filters in they needed to be replaced. I told him that is impossible because when they did the major engine work on 2/27/08, the service ticket clearly shows the spark plugs were replaced along with other work being performed. He said no, we verified that these are the original spark plugs. Please see all my correspondences attached and service tickets.

What I have written on this form is true and correct to the best of my knowledge and belief. This information is not confidential and possibly may be released under the Colorado Criminal Justice Records Act.

Date

12/11/08

Second Copy - Consumer

MVD-140 Rev. 1/04  
Page 4 of 4

**Forms submitted incomplete and/or without the attachments requested below will be returned. This delay could result in your complaint being rejected due to untimely filing.**

Please return this form with the following attachments: **DO NOT SEND ORIGINAL DOCUMENTS. PHOTOCOPIES ONLY.**

1. Purchase order or sales contract.
2. Repair order(s).
3. Extended service contract, if applicable.
4. Lease agreement, if applicable.
5. Other relevant information.
6. **IF YOU ARE SEEKING REPURCHASE OR REPLACEMENT OF YOUR VEHICLE,** you must send this form and the requested attachments with your check or money order payable to the Motor Vehicle Division or a completed credit card payment form for the amount of \$35.00 (NO CASH) to the following address:

Texas Department of Transportation  
Motor Vehicle Division  
Consumer Affairs Section  
Post Office Box 13044  
Austin, Texas 78711-3044

512-416-4800

7. **IF YOU ARE SEEKING REPAIRS ONLY,** you must send this form and the requested attachments to the following address:

Texas Department of Transportation  
Motor Vehicle Division  
Consumer Affairs Section  
Post Office Box 2293  
Austin, Texas 78768-2293



# LEMON LAW COMPLAINT FORM

MVD-140 Rev. 1/04  
Page 1 of 4

OWNER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: Colorado Springs STATE: CO ZIP: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CHECK ALL THAT APPLY:  NEW  USED  DEMO  PROGRAM  LEASE  CONVERSION

YEAR: 2005 MFG/MAKE: Lincoln MODEL: NAVIGATOR

VIN: 5LMFU27535

DATE PURCHASED: JUNE 17, 2005

MILEAGE: CURRENT 67,349 AT DELIVERY: 86 DATE 24,000 MILES REACHED: Aug 2006  
 NOT APPLICABLE TO TOWABLE RECREATIONAL VEHICLES

CONVERSION CO: \_\_\_\_\_

LEASE CO: N/A - Paid Cash

SELLING DEALER: WEST POINT Lincoln CITY: Katy, TEXAS

SERVICING DEALERS 1) WEST POINT Lincoln CITY: Katy, TEXAS

2) METTES Ford CITY: Castle Rock, CO

3) South Point Lincoln CITY: Colorado Springs, CO

DEALER ADDED OPTIONS: Fade paint, TV/DVD Combo, Grille wood Dash Trim, Tinted Rear Spoiler, 20" wheels, Chrome Exhaust T.P., Remote Start

WHAT REMEDY ARE YOU SEEKING?:  REPURCHASE/REPLACEMENT OR  REPAIRS

**EXISTING PROBLEMS LOG:** You MUST complete this section on this form or the form will be returned as incomplete. "See Attached" or equivalent is NOT a substitute for completion.

Description of problem that <b>CONTINUES TO EXIST:</b> list only one problem	Repair Visits	Date In	Date Out	Mileage
	Vibration when driving at highway speeds	1 <sup>st</sup> visit	8/29/05	8/31/05
2 <sup>nd</sup> visit		9/24/06	8/9/06	26,670
3 <sup>rd</sup> visit		9/27/06	9/27/06	31,359
4 <sup>th</sup> visit		5/5/07	5/5/07	42,399

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**CONTINUATION OF EXISTING PROBLEMS LOG:** You MUST complete this section on this form or the form will be returned as incomplete. "See Attached" or equivalent is NOT a substitute for completion. You may make copies of this page to address additional concerns.

Description of problem that <u>CONTINUES TO EXIST:</u> list only one problem	Repair Visits	Date In	Date Out	Mileage
Running Boards not operating properly	1 <sup>st</sup> visit	9/6/05	9/7/05	2,984
	2 <sup>nd</sup> visit	12/27/05	12/21/05	11,547
	3 <sup>rd</sup> visit	1/10/06	1/10/06	13,010
	4 <sup>th</sup> visit	12/2/08	12/10/08	67,327

Description of problem that <u>CONTINUES TO EXIST:</u> list only one problem	Repair Visits	Date In	Date Out	Mileage
REAR DVD/TV Replaced; NOT working properly	1 <sup>st</sup> visit	9/6/05	9/7/05	2,984
	2 <sup>nd</sup> visit	12/26/07	12/28/07	31,359
	3 <sup>rd</sup> visit	2/27/08	3/20/08	59,313
	4 <sup>th</sup> visit	6/20/08	6/27/08	62,095

Description of problem that <u>CONTINUES TO EXIST:</u> list only one problem	Repair Visits	Date In	Date Out	Mileage
TIRE PRESSURE SENSOR FAILURE / ALERT	1 <sup>st</sup> visit	11/10/05	11/11/05	4,324
	2 <sup>nd</sup> visit	1/10/06	1/10/06	13,010
	3 <sup>rd</sup> visit	12/26/07	12/28/07	54,760
	4 <sup>th</sup> visit	2/2/08	2/2/08	unkn

Description of problem that <u>CONTINUES TO EXIST:</u> list only one problem	Repair Visits	Date In	Date Out	Mileage
ENGINE NOISE	1 <sup>st</sup> visit	11/10/05	11/11/05	4,324
	2 <sup>nd</sup> visit	9/27/06	9/27/06	31,359
	3 <sup>rd</sup> visit	2/27/08	3/20/08	59,313
	4 <sup>th</sup> visit	6/20/08	6/27/08	62,095

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**CONTINUATION OF EXISTING PROBLEMS LOG: You MUST complete this section on this form or the form will be returned as incomplete. "See Attached" or equivalent is NOT a substitute for completion. You may make copies of this page to address additional concerns.**

<b>Description of problem that CONTINUES TO EXIST:</b> list only one problem  Third Row Seat not operating properly	<b>Repair Visits</b>	<b>Date In</b>	<b>Date Out</b>	<b>Mileage</b>
	1 <sup>st</sup> visit	12/27/05	12/27/05	11,547
	2 <sup>nd</sup> visit	1/10/06	1/10/06	13,010
	3 <sup>rd</sup> visit	1/24/06	1/24/06	13,748
	4 <sup>th</sup> visit			
<b>Description of problem that CONTINUES TO EXIST:</b> list only one problem  Hesitation when accelerating/ Transmission slipping	<b>Repair Visits</b>	<b>Date In</b>	<b>Date Out</b>	<b>Mileage</b>
	1 <sup>st</sup> visit	5/15/06	5/18/06	20,733
	2 <sup>nd</sup> visit	6/1/06	6/15/06	21,472
	3 <sup>rd</sup> visit	5/31/07	5/31/07	45,911
	4 <sup>th</sup> visit	12/26/07	12/28/07	54,760
<b>Description of problem that CONTINUES TO EXIST:</b> list only one problem  Sunroof Leaking	<b>Repair Visits</b>	<b>Date In</b>	<b>Date Out</b>	<b>Mileage</b>
	1 <sup>st</sup> visit	7/18/07	8/08/07	48,096
	2 <sup>nd</sup> visit	<del>7/18/07</del> 7/12/07	12/28/07	54,760
	3 <sup>rd</sup> visit	12/26/07	12/28/07	54,760
	4 <sup>th</sup> visit	2/27/08	3/20/08	59,313
<b>Description of problem that CONTINUES TO EXIST:</b> list only one problem	<b>Repair Visits</b>	<b>Date In</b>	<b>Date Out</b>	<b>Mileage</b>
	1 <sup>st</sup> visit			
	2 <sup>nd</sup> visit			
	3 <sup>rd</sup> visit			
	4 <sup>th</sup> visit			

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YES  NO The manufacturer, converter or distributor of the vehicle (**NOT THE DEALER**) was given written notice of the problem(s), on JUNE 30, 2008.

**IF YOU ANSWERED NO, PLEASE SEND A LETTER TO THE MANUFACTURER, CONVERTER OR DISTRIBUTOR AS SOON AS POSSIBLE (CERTIFIED MAIL/RETURN RECEIPT IS SUGGESTED) AND INCLUDE A COPY OF THE LETTER WITH THIS COMPLAINT FORM.**

YES  NO The vehicle has been inspected by a factory representative. If you answered yes, please provide the inspection date, location, personnel involved, and outcome. Use a separate sheet if needed

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
BY WHOM: \_\_\_\_\_ OUTCOME: \_\_\_\_\_

**I UNDERSTAND THAT THE INFORMATION I AM SUBMITTING MAY BE SHARED WITH THE OTHER INTERESTED PARTIES TO MY COMPLAINT IN ORDER TO RESOLVE THIS MATTER.**

**THE UNDERSIGNED HEREBY CERTIFIES, UNDER PENALTY OF PERJURY, THAT ALL STATEMENTS IN THIS COMPLAINT ARE TRUE AND CORRECT.**

\_\_\_\_\_  
R/LESSEE

12/12/08  
DATE

~~The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Section 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call (512) 416-4800.~~