

CL-10621570-1118

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

[REDACTED]
Baltimore, Maryland [REDACTED]
[REDACTED]

August 1, 2014

**Ford Motor Company Customer Relationship Center
PO Box 6248
Dearborn, Michigan 48126**

Cc: National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE, West Building
Washington, DC 20590

Cc: Attorney General Consumer Protection Division
200 St. Paul Place
Baltimore, Maryland 21202

AUG 13 2014

**BY CERTIFIED MAIL TO ALL ADDRESSEES
RETURN RECEIPT REQUESTED**

Dear Sir or Madam,

I am writing to notify you of the problems I have been having with my 2012 Ford Fiesta, VIN# 3FADP4EJ3CM [REDACTED] and to request that you correct this problem within 30 days of your receipt of this letter.

I purchased this certified pre-owned Fiesta, which had 10,767 miles on it, from Bob Davidson Ford in Baltimore, Maryland, on February 17, 2014. Within the first two weeks of owning the vehicle, I began having serious trouble with the car. The car lurched frequently. It faltered while attempting to shift through the gears, but then it suddenly darted forward; numerous times it almost hit other cars. On a number of occasions on my way to work, the car barely pulled up hills. One day I was almost rear-ended by a commercial truck when the car wouldn't pull up the incline and almost stalled mid-hill. At other times, when speed was needed to merge onto the highway, the car blubbered and would not go into gear exactly when needed to merge. In fact, at one point I was not even able to merge onto the highway and had to exit back onto the off-ramp. The car was also rolling backward before driving forward. Moreover, the car raced while idling and scraping/scratching noises were so vivid that passengers always asked about the noise.

I called Bob Davidson Ford during the second week I owned the Fiesta, spoke to a mechanic named Jason, and was told that what I was experiencing was common to the new type of transmission and that it might feel like driving a manual. However, I drove manual transmissions for years, and what I was experiencing was much different from when I drove manuals. Worried, I began researching on the Internet, and what I discovered alarmed me. There were numerous complaints about transmission issues with the 2012 Fiesta, numerous complaints by owners who claimed they did not feel safe driving the vehicle, and complaints filed with the National Traffic Highway Safety Administration.

NM
82514
SMD

I immediately contacted Ford Customer Relationship Center on March 6, 2014, and spoke to Mitzi (case #4078738). I expressed concern about my car and its transmission, and explained that I was alarmed by all the complaints I had seen on the Internet for the very same issue. (I spoke to Ford Customer Relations a few times, but I think it was this conversation in which the woman laughed and said I couldn't believe everything I read on the Internet.) Mitzi's responses seemed very scripted. She stated that the transmission operates very similar to a manual transmission, that there may be mechanical noises, and that I may feel a difference when pulling away from a stop. I told her that I had read about many Fiestas needing to be "re-flashed," but she insured that mine would have been re-flashed if necessary prior to me purchasing it.

On March 7, 2014, I called the dealership again at 9:51 AM, left a voicemail message for Tom Reynolds, the service manager, explained that I was concerned about the transmission, and requested a return call. I called again at 1:48 PM, leaving another voicemail message for Tom Reynolds. I then called and left a voicemail message for Jim Lowry, General Sales Manager, at 1:51 PM. I called again on March 8 at 1:14 PM and spoke to Tom Reynolds. I explained all the issues I'd been having. He, like Mitzi at Ford Customer Relations, explained that the Fiesta had a different type of transmission. He further explained that there had been issues with the Fiesta transmissions but suggested that it is the car owner who determines the severity of the issue, depending on whether it bothers them or not. He said someone could test drive it the following week to check it out.

On March 10, 2014, the car failed to pick up or go into gear from a standstill when turning left at an intersection, and I came extremely close to being hit by oncoming traffic until the car punched forward at the very last moment. An oncoming car swerved and almost hit the vehicle to its right.

I took the car into Bob Davidson Ford's service department on March 11, 2014, and a mechanic looked at the car. They said that the problems I had "mentioned were in fact happening," and that they would need the car again for a few days, and they scheduled another service appointment for March 18. No invoice was given to me for this visit.

On March 14, 2014, very upset about having purchased a certified pre-owned vehicle that was unreliable and unsafe, I left another voicemail message for Jim Lowry at 8:33 AM stating that I really wanted to speak with him about the Fiesta.

I again called the Ford Customer Relationship Center at 2:05 PM that same day and spoke to Leslie (case #4078738—she said the case number was the same and she would add information). I explained that I was really upset about the problems that I was having not even thirty days into owning the vehicle. When I requested the address to send a complaint letter, Leslie seemed to discourage this; her wording and tone were such that even though she claimed that I had every right to send a letter if it made me "feel better," all the documentation from my phone calls would be sent up the chain in Ford and to the Highway Safety Administration. I stated again how worried I was, questioning what Ford was going to do and whether it could be fixed, and I stated that I was very upset that I wasn't warned by the dealer about an issue that seemed very prevalent.

I took my car back to the dealer again on March 18, 2014, invoice # 499948. The car was kept until March 19. According to Jason, the clutch was chattering and slipping. The transmission was removed, the clutch replaced, and both inner input shaft seals replaced. At that time, the mileage on the car was 12,439.

For the remainder of March and into April, the car seemed to operate somewhat better, but there were still similar issues as mentioned above. By June, the problems progressively worsened with the lurching, slipping, rolling, revving, and seeming about to stall.

On June 18, 2014, at the dealer's service department for an oil change and check-up, I spoke to who I think was Amanda about the ongoing issues with the car. She directed me to the quick lane mechanic who said, yet again, that it's nothing to worry about, that it's just the way the Fiesta "is built."

Then on June 26, 2014, while driving with my mother, the car would not pull up a hill and almost stalled on the busy interstate with tractor trailers all around us. The wrench indicator light came on, saying malfunction, and we exited. We looked in the manual, which indicated the problem was related to the transmission/power train. After sitting for some time, we turned the car back on and the wrench indicator light remained off. Again on July 29, 2014, the car had difficulty pulling up a hill and the wrench light soon came on. My boyfriend and I pulled off. When we restarted the car, the indicator light and the malfunction message was off.

To date, the dealer has not corrected the problem. Attached is a copy of the repair order that documents the dealership's attempt to repair my car.

This problem substantially impairs both the use and value of my car. Therefore, if you and/or your dealer are unable to correct this problem in a "reasonable number of attempts" as that phrase is defined in Maryland's Automotive Warranty Enforcement Act (Md. Code Ann., Com. Law II, §14-1502 (d)), I will expect you to repurchase or replace the vehicle pursuant to §14-1502(c) of the Act.

I feel unsafe in this vehicle.

Please contact me at the above address or telephone number to arrange a mutually convenient date and time for you to inspect my car and make the necessary repairs.

Sincerely,

████████████████████

Enclosures: Sales contract; Dealership service department repair invoice #499948

Customer Number: 701246

Invoice No: 499948

BOB DAVIDSON FORD LINCOLN

1845 E. JOPPA ROAD

BALTIMORE, MARYLAND 21234

(410) 661-6400

INVOICE

DUPLICATE 1

PAGE 1

BALTIMORE, MD

Home: Bus: Cell:

Email: SERVICE ADVISOR: 9555 JUDITH SUTTON



LINCOLN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	12	FORD FIESTA	3FADP4EJ3CM		12439/ 12439	T1926	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17FEB14			17:30 19MAR14			CASH	19MAR14
R.O. OPENED	READY	OPTIONS: SOLD-STK:P6920 DLR:OTHER ENG:1.6_Liter_Ti-VCT					
08:12 18MAR14	14:12 19MAR14						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CHECK TRANS FOR NOISE ON ACCEL FROM A STOP AND BUCKS CAUSE:

140047C 2014 Fiesta DPS6: Reprogram The PCM/TCM, Perform Pinpoint Test A, Save and upload IDS session data captured, Replace Both Inner Input Shaft Seals And Clutch, Includes Post Road Test (Do Not Use With Any Other Labor Operations)

114 WODARCZYK, JASON LIC#: 8824

WF4

- 1 BV6Z*7B546*D CLUTCH ASY
- 1 AE8Z*7064*A SNAP RING
- 2 *W703662*S403 NUT - HEX.
- 1 2S6Z*9450*A GASKET
- 2 *W520203*S442 NUT - HEX.
- 2 *W709618*S442 BOLT
- 2 BRS*172* SEAL
- 1 AE8Z*7048*B SEAL ASY - OIL
- 1 AE8Z*7052*C SEAL ASY - OIL
- 8 *W705448*S441 NUT
- 1 YS4Z*3N324*AA RETAINER - BEARING
- 2 *W520102*S442 NUT - LOCKING
- 2 XT*11*QDC FLUID - TRANSMISSION
- 1 PM*4*A BRAKE CLEANER

(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)
(N/C)

FC: P09 14

PART#: BV6Z*7B546*D

COUNT:

CLAIM TYPE:

AUTH CODE:

005696

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

12439 clutch chattering/slipping 6.30 wf4 reprogrammed the pcm/tcm, performed adaptive learn. test drove vehicle and found to have excessive chatter/slip iss a slipping 368 rpm (no leak or

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

WARRANTY Special Policy Adjustment Programs: Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may available for a fee or for free.

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*SHOP SUPPLY COSTS: We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.

I hereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control (please direct questions relating to the extent of the Dealership's responsibility or insurance coverage to a Dealership Representative). By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

Customer Number: 701246

Invoice No: 499948

BOB DAVIDSON FORD LINCOLN

1845 E. JOPPA ROAD

BALTIMORE, MARYLAND 21234

(410) 661-6400

INVOICE

DUPLICATE 1

PAGE 2

BALTIMORE, MD

Home: Bus: Cell:

Email: EMAIL: HOME

SERVICE ADVISOR: 9555 JUDITH SUTTON



LINCOLN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	12	FORD FIESTA	3FADP4EJ3CM		12439/ 12439	T1926	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
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R.O. OPENED	READY	OPTIONS: SOLD-STK:P6920 DLR:OTHER ENG:1.6 Liter_Ti-VCT					
08:12 18MAR14	14:12 19MAR14						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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contamination found.) removed the trans and replaced the clutch and both input shaft seals as per tsb 140047c

B ATW QUALITY CARE REPORT CARD

99P ATW QUALITY CARE REPORT CARD

114 WODARCZYK, JASON LIC#: 8824

CP

0.00 0.00

GBATT BATTERY COLD CRANKING AMP CAPACITY WAS TESTED IS WITHIN FACTORY SPECIFICATION.

114 WODARCZYK, JASON LIC#: 8824

CP

0.00 0.00

GBK BRAKE LINING MEASUREMENTS OKAY

114 WODARCZYK, JASON LIC#: 8824

CP

0.00 0.00

GTIRE TIRE TREAD DEPTH MEASUREMENT FOUND TO BE GOOD.

114 WODARCZYK, JASON LIC#: 8824

CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C THE CUSTOMER WAS SUPPLIED WITH ALTERNATE TRANSPORTATION (RENTAL CAR) ((FUEL NOT INCLUDED))

ALTRANS THE CUSTOMER WAS SUPPLIED WITH ALTERNATE TRANSPORTATION (RENTAL CAR) ((FUEL NOT INCLUDED))

114 WODARCZYK, JASON LIC#: 8824

CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

THANK YOU FOR GIVING US THE OPPORTUNITY TO BE OF SERVICE TO YOU. OUR STAFF WILL CONSTANTLY STRIVE TO EARN YOUR CONFIDENCE. IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED PLEASE CONTACT TOM REYNOLDS AT 410-661-6400

Manufacturer Special Policy Adjustment Programs: Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may available for a fee or for free.

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*SHOP SUPPLY COSTS: We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.

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DESCRIPTION	TOTALS
LABOR AMOUNT	\$ 0.00
PARTS AMOUNT	\$ 0.00
GAS, OIL, LUBE	\$ 0.00
SUBLET AMOUNT	\$ 0.00
MISC. CHARGES *	\$ 0.00
TOTAL CHARGES	\$ 0.00
LESS INSURANCE	\$ 0.00
SALES TAX	\$ 0.00
PLEASE PAY THIS AMOUNT	\$ 0.00

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED



Balto., MD



W40-304

OF THE RETURN ADDRESS, FOLDED AT DOTTED LINE
CERTIFIED MAIL™



7011 0470 0001 1469 7431

**RETURN RECEIPT
REQUESTED**

National Highway Traffic Safety
Administration

1200 New Jersey Ave., SE, West
Building
Washington, DC 20590

POSTAGE
PAID
BALTORE, MD
21234
NOV 14
AMOUNT
\$6.70
01065345-