

October 31, 2016

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

National Highway Traffic Safety Administration
 Attn: Administrator
 1200 New Jersey Avenue SE
 Washington, DC 20590

RE: JA4LZ31F94U [REDACTED] Safety Recall Notice (enclosed)

NOV - 8 2016

To Whom It May Concern,

Let me preface my inquiry with this: I have had my 2004 Mitsubishi Outlander since March of 2005. I really enjoy my vehicle. So much in fact, that I entertained the sales man at the local dealership earlier in 2016 when I was waiting on my oil change to be completed about purchasing another Mitsubishi vehicle when my Outlander is ready for replacement, I was estimating within 8-24 months.

My inquiry is to inform you that my complaint concerns made with Columbus Mitsubishi {8600 High Street Columbus OH 43235 614-436-2001} ("the Dealership"), in person, **and** with Mitsubishi Motors North America {P.O. Box 6400 Cypress CA 90630 888-648-7820} ("MMNA"), over the telephone, remain unaddressed and remain unsatisfactorily resolved to me, a loyal Mitsubishi consumer.

On August 29, 2016 I received an IMPORTANT SAFETY RECALL from MMNA. Their safety recall notice cited two vehicle parts that needed inspection because these parts could "*become detached resulting in loss of vehicle control and potential collision.*" The two parts disclosed in the notice are:

- 1) *front cross member*
- 2) *lower control arm*

On September 8, 2016, as directed by this notice, I called the dealership and spoke with Justin who informed me that corrosion spray would need to be ordered before the dealership could perform the inspection directed by the safety recall notice. Justin told me that it's unfortunate how the notice was worded but they could only look at the cross member and would apply spray regardless. I asked him and relayed that I would want to see the vehicle before it was sprayed, if something other than the cross member was found to be needing service. Justin told me it would take 3-5 days for the spray to come in then they would call me back to schedule the inspection.

On September 23, 2016 after not hearing back from the dealership, I again called and spoke with Ben. He informed me that it had been taking longer because parts aren't arriving as quickly as thought but a shipment had arrived this morning. Again I relayed that I would want to see the vehicle before it was sprayed, in the event that the inspection shown more work than just the cross member as the notice named two parts. Ben assured me that the inspection would occur before the vehicle was sprayed.

On October 3, 2016 I arrived about 10 minutes early for my 5:00 PM appointment with the dealership and for a **THIRD time** asked to that I be shown my vehicle AFTER the inspection and BEFORE the spray, and Ben McCann the dealership's Assistant Service Manager said yes he would come to the waiting area

NAM
 11/6/16
 GMP

and discuss **before** any work was done, so I handed him the keys to my 2014 Mitsubishi Outlander and proceeded to the dealership's waiting area.

Thereafter is where in my complaint begins. The dealership FAILED to honor my request, made 3 times, and moved forward in applying a black corrosion spray over the two parts cited in the safety recall notice. Ben McCann the dealership's Assistant Service Manager (Ben) came to the waiting area and informed me of their negligence and I was not pleased. I agreed to go to the vehicle with Ben and called my husband on our way from the waiting area into the service area and told him what had occurred, and told my him that he didn't need to leave work to come to the dealership that rather I would take pictures and file complaint with Mitsubishi Motors North America, Inc. (MMNA), if the dealership couldn't rectify their error with me. Ben proceeded to take me underneath my vehicle that was up on a rack and we got into discussions about:

- 1) What the safety recall disclosed/stated and how the dealership was only authorized by MMNA to handle one of the parts, the cross member.
- 2) How the service technician moved forward with apply spray BEFORE I was consulted (as I clearly had requested 3 times prior to service, to include the day of service) and now the vehicle had been altered in such a way that I could not show MMNA the condition of the two parts disclosed in the safety recall notice
- 3) How the dealership agreed that the MMNA notice was poorly worded and was different from what MMNA had communicated with the dealerships, this communication ONLY mentioned the Cross Member
- 4) How the MMNA notice did not detail that the one of the two parts cited in their safety recall had connection on both ends. You see the notice cites the Cross Member and Lower Control Arm. and that now that the parts had been sprayed both the cross member and part of the lower control arm had been covered in black spray

Ben further excited my reaction by attempting to explain away the dealership's error in spraying over the rust on the two parts cited in the safety recall by saying that a twelve year old car was bound to have some rust. Was this somehow supposed to be an acceptable excuse to relieve Ben and the service tech's negligence in spraying the two parts cited in the safety recall BEFORE my authorization? I reminded him that the age of my vehicle was irrelevant as the safety recall very clearly was on 2003-2006 Outlanders. At this point in the discussion I asked to speak to his manager. Jim Black the dealership's Service Director (Jim) joined us under the car and Ben and I re-discussed the points of conversation we previously had and Jim proceeded to restate the dealerships stand that there was nothing further they would do to resolve my concerns and we got into further discussions about:

- 1) I voiced to Jim that I heard his and thus the dealership's position but he was failing to listen and hear me, in that the dealership applied the corrosion spray before showing me that there was a stemming issue now I have no original parts to present to the MMNA with my complaint.
- 2) How the spray was applied to both the Cross Member and the Lower Control Arm thus covering up evidence that I could take pictures of to provide to MMNA for review
- 3) How Jim & Ben both agreed with me that the wording of the MMNA notice to the consumer and MMNA wording to the dealership differed greatly. This discrepancy left me with the responsibility to fight for repair of the parts cited in the safety recall notice
- 4) How the MMNA notice did not detail that the one of the two parts cited in their safety recall had connection on both ends. You see the notice cites the Cross Member and Lower Control Arm but the system screen shots that Ben showed me a print out of ONLY mention the Cross Member
- 5) How I was uncomfortable with the idea of driving my vehicle off the dealership's lot because of the safety recall stating "*become detached resulting in loss of vehicle control and potential*

collision". The additional repair suggested was attached to the other end of the Lower Control Arm cited in the safety recall notice which for my vehicle was on the driver's front that equates to the *loss of vehicle control and potential collision* to likely occur in more than just my lane of travel therefore increasing the risk of safety to extend beyond me and my vehicle and likely risk the safety of anyone traveling in the lane(s) around me. God forbid I get into an accident and kill another traveler especially if that other lane had a vehicle traveling with children on board.

Jim's response to these conversations was to just continue siting the dealership's stand and that there was nothing else they would do. As Jim walked me back out of the service area, I specifically asked him to call MMNA with me and he refused and then I looked up to see my husband walking in and the dynamic of conversation changed upon his arrival. Jim invited us both back underneath my vehicle and suddenly Jim got very clear in regurgitating my concerns back to my husband with now detailed concise and clear specification of what was going on. Jim then offered to my husband that Jim would feel safe letting his own wife drive my vehicle off the lot. Jim stated to my husband that indeed the wording of the safety recall notice was causing issues for dealership and other consumers. Jim then offered to my husband that he would get his regional upper management team involved in an attempt to resolve this for us and other consumers. To date we have yet to hear back from Jim.

We then went back to the waiting area because Ben offered to have my vehicle washed because they "do this with any service work" but this was a first for my vehicle. After 10-15 minutes Ben returned to the waiting area to return my keys to me and apologized to me that he recalls me asking to see my vehicle before any work was done but he hears that request so often that he must have just misunderstood me. While I appreciated it, his apology was too little too late and now **I am left in trying to spell my legitimate concerns out in writing so that that the dealership and MMNA respond to every single concern I have.** Foremost that **I DO NOT FEEL SAFE DRIVING MY VEHICLE after this safety recall** and HOW the dealership and MMNA have chosen to simply attempt to just ignore my inquiries and sweep under the rug.

On October 4, 2016 I called MMNA Customer Service and spoke with Lawny (a female at 2:49pm) and Felix (a male at 3:03). I began my phone call from a work conference room and had to switch to my cell phone. Lawny mentioned a second letter that I have never received. I would like that letter pulled and the call recordings pulled, reviewed and provided to me. Felix apologized for *the inconvenience and terrible experience*. Felix assured me that he would document and to have *no worries we can help*. Felix created a case to communicate with the dealership and said I could expect a MMNA case manager to contact me within 1 business day. I got a voicemail from the MMNA case manager, Lupe (female from Mitsubishi Corporate Head Quarters) that again apologized for *the situation regarding the Cross Member*. Lupe then said informed me that *apparently Jim from the Dealership had already updated the case with what he had already discussed and so the concern was forwarded to the district manager* for further review and so she would follow up once a decision was determined. She did not leave me her contact information for me. Her comment solely about the Cross Member immediately made me question if my conversation with Felix was ever documented. A few days later I got another voicemail from Lupe stating *to address to you your concern was reviews by District Management Team and they address your vehicle had Cross Member inspection and the recall completed. The ball joint wore out per a repair order back in February and we are unable to move forward to honor assistance for ball join because not part of the recall. Proceed with what is best for you and we only proceed with obligation we have with the Cross Member*. Now I know that my conversation with Felix was not documented and the dealership position was heard and my consumer position was not even factored in.

This details where my complaint continues.

I need the following concerns addressed and resolved:

- 1) The Dealership to
 - (1) take ownership of their error in performing service to my vehicle before I authorized it
 - (2) retrain their service department to actively listen
 - (3) explain why more information and concern for my vehicle was expressed AFTER my male husband arrived then rectify their behavior in addressing all customers equally regardless of gender
 - (4) close my 10/3/2016 service order **after** performing the suggested \$500+ repair of the ball joint cost as it is attached to a part cited in the safety recall free of cost to me the consumer

- 2) MMNA to address
 - (5) The three issues presented them on 10/4/2016
 - The IMPORTANT SAFETY RECALL NOTICE cites two vehicle parts to the consumer
 - MMNA only cited and authorized repair for one vehicle part to the dealership
 - MMNA failed to disclose and detail to the consumer that the second part cited in this notice has attachments at both ends
 - (6) While on hold with MMNA (before reaching the live agents) the automated system made statements to include: "ensure continued satisfaction" "safety is important to us" "provide answers to any questions" and these are exactly what I as a Mitsubishi consumer am simply asking for and being denied.
 - (7) How a case manager & a department of District Management reviewers can close a case without ever speaking to one of the parties involved, the party that opening the case
 - (8) How MMNA can allow a vehicle to be released from a dealership when parts recalled are NOT fully and completely repaired after stating to the consumer that parts can "*become detached resulting in loss of vehicle control and potential collision.*" The resolve voicemail stated "*that we can't honor assistance for the ball joint because it was suggested by the dealership in February 2016 for repair.*" This goes to prove my concern and complaint inquiry that **my vehicle is not safe to drive**. The inadequacy of MMNA to fully and completely disclose that the Lower Control Arm impacts two parts, not just the Cross Member was made evident in the inspection that occurred on October 13, 2016. The dealership failed to correlate the prior work request to me while I was on site and was very concerned as to whether or not to leave the dealership in my car.
 - (9) Authorization for the dealership to perform their suggested \$500+ repair of the ball joint cost as it is attached to a part cited in the safety recall, free of cost to me the consumer

- 6) Let me spell it out for the dealership and the MMNA again:

The dealership FAILED to honor my request to have me view any finding on the vehicle BEFORE moving forward with the safety recall. On 10/3/2016 the service technician performed the safety recall BEFORE the service manager reviewed the other issues seen after inspecting my vehicle.

Due to the dealership's negligence I am left with a vehicle that is SPRAYED over possibly concealing any rust that deals with 2 parts listed in the safety recall.

Now MMNA is negligent in actually reviewing my 3 concerns that I had upon leaving the dealership. The case manager (CM), Lupe, nor the district management team (DMT) of MNA bothered to have a conversation with me but rather simply looked only at the dealership's comments and "resolved" my inquiry by leaving me a voice mail message stating "we only

proceed with the obligation we have to the cross member". This tells me that the MNA customer service team failed to relay my concerns with the CM and the CM, Lupe failed to call me THUS failed to accurately relay my concerns to the DMT and THEN the DMT proceeded to fail me the consumer and loyal Mitsubishi customer yet again by failing to reach out to me to discuss the inquiry. Therefore I request that the calls of 10/4/2016 at 2:49 with Lawny, female and at 3:03 with Felix, male be pulled and reviewed, then I request that my inquiry re-opened with a new CM and the DMT and diligently reviewed to address these initially cited concerns.

Basically the wording of the recall notice resulted in me the consumer having to question the dealership. I am female and this was very uncomfortable for me but I stood my ground when my 3 request for the dealership to not spray if their inspection found anything wrong with my vehicle per the safety recall. The dealership failed to honor my request and sprayed the parts in question resulting in my not being able to provide pictures of the original parts. I question how the dealership can ask the consumer to pay \$500+ for replacement of a part that is specified in the safety recall notice. I question how the dealership's direct parent company, MMNA, can overlook and sending mismatched and incomplete communications to the dealership and the consumer. I demand satisfactory resolve to this complaint, to include:

- (10) An expedited and complimentary service appointment to repair the cross member, the lower control arm and the attached ball joint in question.
- (11) A complimentary vehicle to drive while said repairs are completed as I work M-F 8:30-5:30 and a 20-30 minute drive from the dealership.
- (12) An apology from the dealership and from MMNA with some sort reparation for my troubles

I have enclosed a copy of the safety recall notice for your convenience. I look forward to your response to include a satisfactory resolution from the parties in question (the dealership and MMNA) and a commitment for complimentary repair of my vehicle.

Thanks in advance,


Delaware, OH


Cc: Ohio Attorney General; Better Business Bureau Central Ohio; Mitsubishi Motors North America; Columbus Mitsubishi



IMPORTANT SAFETY RECALL

Mitsubishi Motors North America, Inc.
PO Box 6400
Cypress, CA 90630
Telephone: 888-648-7820
www.mitsubishicars.com

This notice applies to your vehicle: JA4LZ31F94U [REDACTED] 2014

Date: August, 2016 *Rcvd 8/29/2016*

Dear [REDACTED]

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

Reason for interim notice: Mitsubishi Motors North America, Inc. (MMNA) has decided that a defect which relates to motor vehicle safety exists in certain 2002 – 2007 Lancer, 2004 Lancer Wagon, 2003 – 2006 Lancer Evolution, 2003 – 2006 **Outlander**, and 2007 – 2013 V6 Outlander vehicles operated in cold weather states where road salt is used. The inside and outside surfaces of the front cross members used on certain vehicles, if exposed long term to snow melt water and anti-freezing agents, may **corrode due to insufficient performance of the rust protection.**

Should significant corrosion occur over time, a lower control arm could eventually become detached resulting in loss of vehicle control and a potential collision.

MMNA intends to repair your vehicle free of charge (parts and labor). However, the parts that may be required to provide a permanent remedy for this condition are currently not available. **MMNA is making every effort to obtain these parts as quickly as possible, and will contact you again by mail with a follow-up recall notice when the remedy parts are available.**

What you should do: Once you receive your follow-up notice in the mail advising that parts are available, simply contact your local Authorized Mitsubishi Motors dealer and schedule an appointment to have the repair performed. In the interim, if you believe that your vehicle's cross member exhibits excessive corrosion, you may schedule an appointment with your local Authorized Mitsubishi Motors dealer to have it inspected.

If you have any questions, please contact the Mitsubishi Customer Relations Department at **888-648-7820**. Hours: Monday through Friday 7 a.m. to 4 p.m. (Pacific Time) *9/8/16 10:17 AM AUTO - call local dealership & schedule free appt*

If, after contacting Mitsubishi Customer Relations, you still have a problem getting this repair made within a reasonable time frame and/or without charge, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE, Washington, D.C. 20590, or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY: 1-800-424-9153), or go to <http://www.safercar.gov>.

If you have already encountered a problem with excessive cross member corrosion and had it repaired or replaced as a result of this specific condition and have paid for the repair, you may send your original repair order or invoice **and** original receipt/proof of payment to the following address for reimbursement consideration:

Mitsubishi Customer Relations Department, P.O. Box 6400, Cypress, CA 90630-0064

If you are the lessor of this vehicle, please forward a copy of this notice to the lessee within ten days to comply with federal regulations.

We appreciate your prompt attention to this matter.

Sincerely, Mitsubishi Motors North America, Inc.

C1609R

COPY

IMPORTANT -

FOR THE ACCURACY OF OUR SAFETY RECALL MAILING RECORDS, PLEASE COMPLETE THIS CARD IF YOU HAVE CHANGED YOUR ADDRESS OR ARE NO LONGER THE OWNER OF THE MITSUBISHI VEHICLE LISTED.

V	1	JA4LZ31F94U [REDACTED]	18	DATE OF CHANGE	MO	DAY	YR	19	24
		IF THE VEHICLE IS NO LONGER OWNED, ENTER THE REASON NUMBER IN THE BOX AT THE LEFT →		1 - SCRAPPED	2 - STOLEN	3 - EXPORTED		4 - TRADED	5 - SOLD
25		LAST NAME	FIRST NAME						
NAME	1								
ADDRESS	2								
ADDRESS CONT.	26								
CITY	3							STATE	42
ZIP CODE	26			PHONE NO.					
EMAIL	45								

COMPLETE THIS CARD ONLY IF YOUR ADDRESS HAS CHANGED OR IF YOU ARE NOT CURRENT OWNER.
CAMPAIN VEHICLE DISPOSITION CARD

VEHICLE IS OR WAS REGISTERED TO:



MITS11/16 121986 *****AUTO**3-DIGIT 430

[REDACTED]
DELAWARE, OH [REDACTED]

Customer Number: [REDACTED]

Invoice No: [REDACTED]

COLUMBUS MITSUBISHI NORTH

8600 N. High Street · Worthington, OH 43085
Phone: (614) 436-2001
Toll Free: (800) 878-8500

INVOICE

Page 1 of 1

DELAWARE, OH

Home: [REDACTED] Bus: [REDACTED]

Cell: [REDACTED]



SERVICE ADVISOR: 1731 BENJAMIN A MCCANN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
GREEN	04	MINIBUS OUTLANDER	JA4LZ31F94U [REDACTED]		171848 / 171848	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN04			WAIT 03OCT16		97.00	CASH	03OCT16
R.O. OPENED	READY	OPTIONS: ENG:2.4_LITER_SOHC					
03OCT16	03OCT16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A FRONT CROSS MEMBER CORROSION - INSPECT & REPLACE IF NECESSARY. COAT WITH ANTI RUST AGENTS - INSPECTION - CROSS MEMBER OK = APPLY ANTI RUST AGENTS

CAUSE: PERFORMED RECALL

C1609R01 FRONT CROSS MEMBER CORROSION - INSPECT & REPLACE IF NECESSARY. COAT WITH ANTI RUST AGENTS - INSPECTION - CROSS MEMBER OK = APPLY ANTI RUST AGENTS

987 WM 0.90

1 MZ341024EXOT NOX-RUST 712AM

1 MZ320800OT ANTI-CORRISION TB6154D

171848 TECHNICIAN PERFORMED RECALL C1609R01. TECHNICIAN INSPECTED SUB-FRAME (CROSS MEMBER) AND FOUND SUB FRAME PASSING ALL TESTS ACCORDING TO THE RECALL. TECHNICIAN APPLIED ANTI-RUST COATING PER RECALL AND RETESTED. CROSS MEMBER OK.

(N/C)

(N/C)

(N/C)

B MULTI POINT INSPECTION

MPI MULTI POINT INSPECTION

987 C 0.00

0.00 0.00

THANK YOU FOR YOUR BUSINESS.

SERVICE DEPARTMENT HOURS MON. 7:30AM - 8:00PM

TUES.-FRI. 7:30AM - 6:00PM

SATURDAY 8:00AM - 5:00PM

ONLINE SERVICE APPOINTMENTS AVAILABLE ALSO AT

WWW.COLUMBUSMITSU.COM

LIMITED WARRANTY

This dealership warrants all new parts from the original manufacturer and labor performed in conjunction with this repair for twelve (12) months or twelve thousand (12,000) miles, whichever comes first. If any factory part or labor fails in normal service within that period, the dealership will replace the defective parts and/or repair any defect in workmanship. Any warranty on parts or accessories which are not new original equipment manufacturer parts are made solely by the manufacturer or supplier of such parts. Except for any limited warranty given above, this dealership disclaims all warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts and accessories. This dealership shall not be liable for any incidental or consequential damages or commercial losses arising out of such purchase.

MISC. MATERIALS. A MAXIMUM FEE OF 8% OF THE LABOR CHARGE NOT TO EXCEED \$15.00 WILL BE CHARGED FOR SHOP SUPPLIES USED ON YOUR VEHICLE.

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

X _____
CUSTOMER SIGNATURE

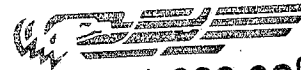
CUSTOMER COPY

Delaware, OH

FIRST CLASS



U.S. POSTAGE >>> PITNEY BOWES



ZIP 43016 \$ 000.68⁰
02 1W
0001388811 NOV 01 2016

National Highway Traffic Safety Administration
Attn: Administrator
1200 New Jersey Avenue SE
Washington, DC 20590