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INFORMATION Redacted PURSUANT TO THE FREEDOM OF

NEF-010

CL-1102, 928-3650

DT: July 12, 2017
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

TO: Administrator
National Highway Safety Administration
1200 New Jersey Avenue, S. E.
Washington, DC 20590

FR: [REDACTED]
Easthampton, Ma. [REDACTED]

JUL 18 2017

RE: 2015 Ford Transit Van VIN #1FTBF4XV3FK [REDACTED] . T350 . [REDACTED]

SB: Request For Information on How Best to Proceed With A Troublesome New Vehicle

The enclosed is a copy of a summary of complaints recently compiled and sent to Massachusetts Attorney General's office regarding the above vehicle. The response from the MASS A.G.'s Office is that they will not become involved in individual complaints on a single reported defective vehicle.

To avoid becoming repetitive, this is the reason for including to your department the copy of the same vehicle & same complaint.

Ford Motor Company appeared to instruct their local dealer Sarat Ford Sales of Agawam, Ma. to not respond & specifically deny the repurchase of this van, though it then did qualify for the demand of repurchase/buy-back.

In the State of Massachusetts, this van purchase was a personal vehicle purchase, not a commercial transaction. It does apply to the Massachusetts "Lemon Law" and comes under the Massachusetts consumer protection regulations.

Any direction that your National Highway Safety Administration may be willing to offer would be most appreciated.

Sincerely,

[REDACTED]

If your dealer fails or is unable to remedy this defect without charge and within a reasonable time, you may submit a written complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590, or you can call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to safercar.gov.

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DT: May 30, 2017

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TO: Massachusetts Consumer Affairs & Business Regulation
One Ashburton Place
Boston, Ma. 02108

FR: [REDACTED]
Easthampton, Ma. [REDACTED]

RE: 2015 Ford Transit Van VIN #1FTBF4XV3FK [REDACTED] . T350 . [REDACTED]

SB: Request for assistance under MASSACHUSETTS LEMON LAW to force dealer repurchase

The above van was manufactured on Nov. 04, 2014. On Nov. 17, 2015 I began the process of purchasing this vehicle from Sarat Ford Sales of Agawam, Ma showing 06 miles on it with a new vehicle certificate of mfg.. With up-fit requests & for financing to be completed my actual purchase date was December 29, 2015. On that date the dealer also handled the plate transfer from the trade-in & this new registration.

From the begining, the tale of problems began with this vehicle. The dealer registered this new van as having six cylinders. It does not have six cylinders. In Massachusetts the insurance company charges a rate for each cylinder that the vehicle has to be insured. Repeatedly, I have asked Sarat to correct this error with the MaDOT/Reg. of Motor Vehicles & to so notify my insurance provider,; but, no reply or response.

Just after driving out of Sarat's yard late on Dec. 29, 2015 the engine malfunction light came on in the dash. With my personal reasoning, I do have a full new vehicle warranty, so I continued on home. The next morning this vehicle smelled rancit enough for me to know that it was polluting. Most of 2016 has the records of revists to Sarat for smelling exhaust, namely it was not consuming DEF as required: then, in mid-2016 it all of a sudden began to use DEF for a few days and followed by reversal to no DEF usage. The engine attimes struggles to run smoothly. The Sarat service personnel even wrote that they questioned the person who left off this vehicle for warranty more work that the person was buying DEF - not true - that person has never purchased DEF and did not understand the questioning at the service counter. The service personnel did report questioning why FORD Mfgr. has not by now replaced the non-working DEF pump; but, reportedly FORD would not autho. that to be replaced.

This 2015 Transit van is the first year manufactured. I would never have purchased it in that the many reports of owner dissatisfaction began to post on the internet following my purchase. Numerous are the reports of accelerator box discentegrating without warning, assorted warning lights on it the dash, differential rear-end needing rebuild, btakes malfunction-particularly rear brakes.. In highway traffic the engine slows to an idle only and dangerously will not resume speed, Lemon, don't buy a Transit as on the internet - & - FORD has no parts available to live-up to their warranty with their dealerships - & - FORD will not pay for any vehicle replacement.

With my rear brakes prematurely gone I had to pay Sarat Service for a full rear brakes.

The power steering was pulsating and otherwise needed truckers arms to turn the steering wheel. FORD had now power steering pump to honor the warranty, so unsafely for an extended time I had to struggle without power steering if I wanted to use this van.

This van went completely down in late morning on January 11, 2017. Fortunately, I was near the Sarat lot so the van limped into the yard - here too I had been driving this van since December 29, 2016 under reject sticker as it would not pass the annual state inspection from one year ago. Per the dealer, if I wanted to use the van I would have to drive it that way????????? Nutty is but one of my thoughts.

DT: May 30, 2017

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TO: Massachusetts Consumer Affairs & Business Regulation

To offer a ride home, Sarat offered a four day use of their rental SUV's, believing that some resolve would have me running again in that time. On Monday, Jan. 16, 2017 all optimism had failed as it just would not run & Sarat offered a van size vehicle as a temp. replacement, except that they had no such vehicle that I had purchased.

Throughout 2016 I was hearing personnel lament in service that FORD made these vans with a computer that essentially does not retain the memory to tell what repair is needed once the ignition is turned off, and that leaves repair personnel spending inordinate amounts of time in trial-& -error testing to try to simulate manually.

With my van still at Sarat and regularly hearing that parts cannot be secured from FORD, I was advised that a turbo unit was on order for me. After a long wait the new turbo was installed & the vehicle still ran poorly. This was followed by a throttle control/box replacement ordered; but again, not readily available from FORD. Eventually that was replaced, and again the van ran poorly & would not pass inspection to rectify the reject sticker.

I had regular calls of minute-by-minute updates from Sarat personnel, with apologies that FORD is not sending parts to replace, and even Mr. Jack Sarat, Dealer Principal allowing me the use of his personal CEL number. There were reports that Sarat Service was on the internet & phone with FORD Dearborne, MI and even engineers were not able to cure the difficulty with this van.

This was followed with Sarat now requesting to drive the van more than just a test drive to hopefully get the system to recompute after having been nearly all apart & put back together. I offered my reluctance to so much time having now expired in the pursuit of unknown repairs, but, I did give an understanding of some driving to try to get this vehicle back to me. Of concern also, is the driving on a rejected Massachusetts State inspection sticker, even if it is the dealer just testing.

Following purchase of this van I had a GPS Unit installed. I could see the van being driven excessively as far north on I-91 and approaching the Ma/Vt State Line. This was followed by twice my having driven up to the side of this van with a technician driver & some diagnostic appearing person in the passenger seat. In all this van was driven a total of 2264 miles by the dealer personnel. Who ever heard of anyone or consumer who left off their new vehicle for warranty work and having it returned with 2264 miles having been rolled up on it?

On February 06, 2017 I issued to Jack Sarat a Demand to Repurchase. His reply was that he was doing all possible to meet the warranty requirements, but FORD is not cooperating. On February 28, 2017 Atty. Jesse Belcher-Timme of the Law Firm of Doherty, Wallace, Pillsbury & Murphy, P.C. declined my repurchase demand. On March 07, 2017 a claim was filed direct with FORD Motor Co. as Claim # [REDACTED]. The next day my claim direct to FORD was denied by one Martin Cruz. Tel. 866.631.3788 X77822

On March 01, 2017 I called Sarat and left word on voice to specifically stop driving my van for any purpose after making note that sixty days had now expired since the reject of Dec. 29, 2016, the vehicle is still polluting, and after sixty days out noone is to drive in that condition including the service repair personnel. The vehicle stayed in test mode on the road regardless of my warning.

At the end of six weeks of all this, FORD sent an engineer specialist to be with this van for two days and could not find the problem. At the end of eight weeks FORD now sent their chief engineer for two days and still could not diagnose the problem.

Massachusetts Consumer Affairs & Business Regulation

With pollution & poor running being the problem, it is believed that the service mgr. or other supervisory personnel at Sarat, and all personnel clearly showing the strain of involvement with this van before them week-after-week, someone slipped a request for a total computer system replacement to FORD, and then the wait continued.

Then in early afternoon on March 15, 2017 I received a call that my van was running and has passed inspection with the new computer. After 14½ months of polluting, now ten weeks being totally down it has been learned that it was the computer from the first day new that was not signaling the DEF pump to work. Unbelievable. Then a voice was left for me that as a follow-up to much earlier conversation about possible optional work Sarat as a dealership was getting on immediately with that work. In less than one hour I called back and said to halt any more work or time delays on this van as I need now to know the total exit numbers as this Repurchase Demand is still in affect. There was no call back to me. The next day I visited Sarat and witnessed that the optional work was already in progress. Then on March 29, 2017 I got another call to come take my vehicle. I did take the van out of the Sarat yard, but I have not been using it pending this legal resolve.

My repurchase demand was very clear and exact, that I would pay the standard 25 cents per mile driven, and the repurchase would be the purchase price I paid, less the total of 25 cents per mile, plus the .0625 Ma Tax rate on the net repurchase.

Sarat's counter to that was that I would see two partial payments made in my behalf. Really, why that number as it was under total down time of ten weeks? Additionally, Sarat explains that FORD recognizes that they owe me, so I will see an extended warranty for 36mo/36k miles provided. There was never a cent paid in payments, though I have followed that closely. The extended warranty that was sent to me was supplanting & replacing the new vehicle warranty that covered all 100% with the new warranty to take affect immediately and with future repairs requiring me to pay a copayment on any future repairs.

All reasonable effort has been made to secure the cooperation to see that this van is repurchased. Sarat and Sarat personnel have been mostly assisting, except for personnel glitches. FORD has been totally defiant. I have tried to be understanding of the position that Sarat is in, and have gone out of my way to not apply undue discomfort to Sarat. Though, it is my understanding that for any repurchase it is the responsibility of the selling dealer to handle that repurchase transaction and they then seek reimbursement with FORD as the manufacturer.

Can the Massachusetts Attorney Generals Office offer any assistance under the LEMON law of this State, or are you willing to suggest my next best approach in this matter?

Thank you for any available assistance.

Sincerely,



EXTERIOR

- INTERVAL WIPERS
- SINGLE SLIDING SIDE DOOR
- DUAL POWER MIRRORS
- SPARE TIRE AND WHEEL
- BLACK GRILLE/BUMPERS

INTERIOR

- AIR CONDITIONING - FRONT
- CARGO HOOKS
- CENTER CONSOLE
- AM/FM STEREO W/CLOCK

FUNCTIONAL

- POWER LOCKS AND WINDOWS
- ALTERNATOR 160 AMP
- POWER STEERING
- 26.0 GALLON FUEL TANK

SAFETY/INCLUDES

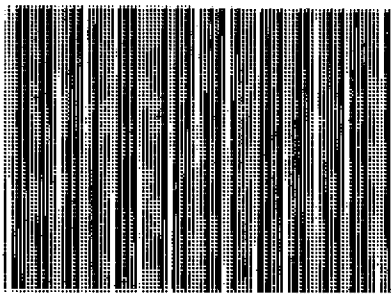
- FRONT/PASSENGER AIR BAGS
- POINT BELT / BELTS
- 4 WHEEL DISC BRAKES W/ABS
- ADVANCED TCS W/ESC
- TIRE PRESSURE MONITOR SYS

WARRANTY

- 3YR/36,000 BUMPER TO BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)	MAP LIGHTS FRONT	(MSRP)	PRICE INFORMATION	(MSRP)
OPTIONAL EQUIPMENT			55.00	BASE PRICE	\$39,865.00
2015 MODEL YEAR				TOTAL OPTIONS	9,530.00
STERLING GREY	150.00			TOTAL VEHICLE & OPTIONS	49,415.00
PREFERRED EQUIPMENT PKG.101A				DESTINATION & DELIVERY	995.00
3.2L I5 DIESEL ENGINE	4,130.00				
3.73 LIMITED SLIP AXLE X7L	325.00				
FRONT LICENSE PLATE BRACKET	NO CHARGE				
FIXED PASS SIDE GLASS	150.00				
EXTERIOR UPGRADE PACKAGE	275.00				
9960# GVWR PACKAGE	NO CHARGE				
CHARCOAL CLOTH 10 WAY POWER	735.00				
ENGINE BLOCK HEATER	75.00				
50 STATE EMISSIONS	NO CHARGE				
REVERSE PARK AID	295.00				
TRAILER TOW PACKAGE	465.00				
TRAILER WIRING PROVISIONS					
MIRRORS, LONG POWER/HEAT	220.00				
REAR WINDOW DEFOGGER	NO CHARGE				
AM/FM/SGL-CD/HD/SIRIUS W/SYNC	1,095.00				
CRUISE CONTROL	NO CHARGE				
REAR VIEW CAMERA	250.00				
HEAVY DUTY ALTERNATOR	260.00				
DUAL HEAVY DUTY BATTERIES	NO CHARGE				
SECURILOCK PATS	75.00				
TRAILER BRAKE CONTROLLER	230.00				
RUNNING BOARD PASSENGER DOOR	160.00				
CARGO AREA LED LOAD COMP PKG	70.00				
POWER POINT 12 V REAR	15.00				
POWER INVERTER	100.00				
6 SPEAKERS (4 FRONT/2 REAR)	NO CHARGE				
PRIVACY GLASS	400.00				

2015 Ford Transit US



FK3J19G219A

Nov 4, 2014 11:58

SOLD TO Sarat Ford Lincoln 245 Springfield St Agawam MA 01001	11C 060	RAMP ONE CM04	DEALER NO. [REDACTED]	TOTAL MSRP \$50,410.00
SHIP TO (IF OTHER THAN SOLD TO)		RAMP TWO	FINAL ASSEMBLY PLANT KANSAS CITY	This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.
SHIP THROUGH		METHOD OF TRANSP. CONVOY	ITEM #: 11-2380 O/T 2	

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Rollover
Based on the risk

Star ratings rang
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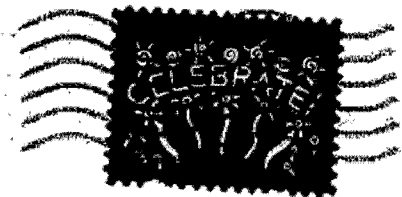


Extended Service Pl

[Redacted]
Easthampton, Ma. [Redacted]

HARTFORD CT 061

11 JUL 2017 PM 4 L



ADMINISTRATOR
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
1200 New Jersey Avenue, S. E.
Washington, DC 20590

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