

NHTSA ccmMercury Routing Slip



AUG 22 2019

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

Printed: 8/21/2019

CL-11246752-1340

NHTSA #: ES19-003025	Rec'd Date: 8/21/2019	Referred By: NAD-200
XREF #:	Doc Type: CNG	Doc Date: 8/20/2019
Delivery: EML	Address To: DOT/I	Due Date: 9/23/2019
S10 #:	DOT/I #:	RMP #:
Subject: INQUIRY FROM CONGRESSMAN JEANNE SHAHEEN ON BEHALF OF HER CONSTITUENT, [REDACTED] REG: COMPLAINT TOWARDS FORD DEALERSHIP, REQUEST TO LOOK INTO POSSIBLE RECALL OF 2014 FORD FOCUS SE TRANSMISSIONS		
Ack Date:	Ack By:	Signed For:
Sign Office: DIRECTOR, GOVERNMENTAL AFFAIRS	Signature: SARA PETERS	
Cleared Date:	Cleared By:	Cleared For:
File Loc:	XREF File:	Closed Date:
Added By: RY1	Modified By: Arnold.Lee	
Most Recent Comment:		

Author:

THE HONORABLE JEANNE SHAHEEN
UNITED STATES SENATE
2 WALL STREET, SUITE 220
MANCHESTER, NH 03101
Tel: 6036477500 Fax: 6036479352 E-mail:

Assigned To	Task	Asgn Date	Deadline	Returned Date
NCR-010	COORDINATE	8/21/2019		
NEF-010	REPLY	8/21/2019	9/23/2019	
NGA-010	SIGN	8/21/2019		

United States Senate

WASHINGTON, DC 20510

August 20, 2019

Mr. Christopher Wallace
Director, Government and Industry Affairs
National Transportation Safety Board
490 Lenfant Plaza SW
Washington, DC 20024-2104

Dear Christopher,

I have been contacted by my constituent, [REDACTED] of Dover, New Hampshire regarding the important issue he is experiencing with NHTSA.

I have enclosed [REDACTED] inquiry for reference purposes. I believe you will find the letter self explanatory.

I would appreciate any assistance you are able to offer [REDACTED]. Please respond directly to [REDACTED] and send a copy of your response to Pam Slack in my Manchester state office at 2 Wall Street Suite 220, Manchester, NH, 03101.

Thank you for your attention to this matter.

Sincerely,



Jeanne Shaheen
United States Senator

2019 AUG 21 P 1:51
RECEIVED-NHTSA
EXECUTIVE SECRETARIAT

U.S. Senator Jeanne Shaheen
New Hampshire

2 Wall Street, Suite 220
Manchester, N.H. 03101
(603) 647-7500
Fax: (603) 647-9352

506 Hart Senate Office Building
Washington, D.C. 20510
(202) 224-2841
Fax: (202) 228-3194

www.shaheen.senate.gov



COMMITTEE ASSIGNMENTS

- FOREIGN RELATIONS
- APPROPRIATIONS
- ARMED SERVICES
- SMALL BUSINESS AND ENTREPRENEURSHIP

Privacy Release Form

The Privacy Act of 1974 requires written consent from the constituent before information can be obtained from a government agency's records. To better serve you, please complete this form entirely and return it to me. If you are enquiring on behalf of someone else, that person must sign this form. Please be advised that all information you provide on this form will be held in the strictest confidence by my office and will not be used for any other purpose other than your case.

[Redacted]

Full Name: [Redacted]

Address: [Redacted]

City: Dover State: NH Zip code: [Redacted]

Social Security Number: [Redacted] Date of Birth: [Redacted]

Home Phone: [Redacted] Work Phone: N/A

Cell Phone: [Redacted] Email Address: N/A

I prefer to be contacted by: Home Phone Work Phone Cell Phone Email

Federal Agencies Involved NONE

Have you, or a family member, ever served in the military? Yes No

Have you contacted other Congressional or Senate offices about this issue? Yes No

If yes, whom have you contacted? _____

I authorize Senator Shaheen's office to communicate information about my case with the following individuals: [Redacted]

[Redacted] My sister in Emergencies, ect.

I freely and willingly authorize Senator Shaheen and her staff to make inquiries into my personal records, and/or files to obtain information about me pertaining to my request for assistance. I understand that I may revoke this authorization at any time.

Signature: [Redacted] Date: 7/25/2019

Please print and sign this form and send it to:
2 Wall Street, Suite 220, Manchester, NH 03101 or fax to (603) 647-9352



September 20, 2018

DOVER, NH

Subject: 1FADP3K24E

To

Ford Motor Company is sending this letter to provide written confirmation of the vehicle refund offer that has been extended to you.

How will my refund be calculated? Ford will refund the vehicle costs as follows:

Vehicle purchase price, less any amount owed to lending institution, less applicable rebates.

Tax, license and registration fees as indicated on the original Buyer's Order. Please note fees included in the loan/lease agreement are represented in the purchase price noted above.

Less any applicable mileage/usage fee.

CUSTOMER OBLIGATIONS

Clear Title: You and the dealer are responsible for delivery of a clear title, free of liens, to Ford. If the title to your vehicle is held by a lending institution, you are required to provide Ford a notarized and signed Power(s) of Attorney. Signing a Limited Power(s) of Attorney enables Ford Motor Company to obtain a replacement title for the repurchased vehicle. Otherwise, you will be required to sign the first available space marked "seller" on the title and bring it with you to the dealership. You will also be asked to sign a Release form and a Motor Vehicle Tax Waiver and Assignment.

Condition: You are responsible for any missing equipment, abnormal wear or damages evident on your vehicle (i.e. worn tires, missing radio, cracked windshield). Included with this offer letter is a **Wear and Use Evaluator form** to act as a guide in determining your responsibilities prior to vehicle turn-in. Your dealer will perform an inspection at vehicle turn-in to verify the condition of your vehicle. Any missing equipment, abnormal wear, or damage must be corrected prior to completion of the replacement transaction. You will be required to sign this inspection form verifying these conditions.

Accessories:

- Recoverable aftermarket accessories (e.g., stereos, hitches, tires/wheels) may be returned to you.
- Ford Motor Company does not credit for non-recoverable aftermarket accessories (e.g., lift kits, window tint, paint).
- Vehicle damage or missing stock equipment resulting from the removal of aftermarket items or due to modifications made to the vehicle are your responsibility to repair or replace.

Vin: 1FADP3K2 [REDACTED]

Service Contract. If you have a Ford Extended Service Plan (ESP) on your vehicle, it will be canceled and refunded if the cost was not included in the loan/lease agreement. If your vehicle has a non-Ford Service contract, you are responsible for obtaining any refund you are entitled to under the terms of that contract.

How long do I have to accept this offer? You have 14 days from the postmarked date on this letter to accept this offer. If no response is received within this period, the offer will expire without further notification unless an extension is requested and approved by Ford.

How long do I have to complete this transaction? You and your dealer have 30 days from the time your acceptance letter is received at Program Headquarters to provide all documentation, turn in the vehicle and finalize this transaction. Any extension must be approved by Ford.

What should I do next?

Sign and return this letter in the enclosed pre-paid envelope. Keep the second copy for your personal records. Please contact Portsmouth Ford at (603)433-1221 to work out the details of this transaction or if you have any questions. Ford will forward a copy of this letter to Portsmouth Ford and inform MR. JOHN P. SAWYER to expect your call.

Lending institution: _____

Address: _____

Phone # of Lending Institution: () _____

Loan #: _____

I authorize the above mentioned lending institution to release the payment history and loan balance for my 2014 Focus to Ford Motor Company in order to process said refund transaction.

PAGES 1 & 2
AGREED AND SIGN

[REDACTED SIGNATURE]

DATE

9/2/18

CO-OWNER _____

DATE _____

To Whom it may Concern:

My name is [REDACTED]
and I'm writing you for HELP
with my 2014 vehicle.
Ford Focus SE

It took me over a year
to find this vehicle. I knew I
was getting my Disability and that
I needed a CAR that was great on
gas and last a long time without
having to put a bunch of money,
or breaking down in it. So I
called a Ford Dealership and asked
about the recalls and that there
was no big problems with this
vehicle. They told me that once
they took care of the recalls that
it would take care of the locks
and Transmission's clutch. So that
was the first lie. Also the Man who
sold it to me lied that he hadn't
already had the clutch done and
that he wanted to get rid of it
because of that. I had also given
Ford the VIN # when I had asked.

After having the third Clutch
replaced and the fourth one
already given signs, that I was
told about the civil case against

Ford CD. on the fact that the Transmission Engineering was what was eating up the Clutches and not the Clutches that were the problem.

So I asked for a new Transmission when I made my claim. They are the ones that checked out my car and sent me a contract for a new car. That Lady that told me this was either fired or moved in the company. So Ford's Sales Manager Jason Drew also told me that the contract was saying a new vehicle and not a used one. He sent two other claims in with mine. So once those had been taken care of within a month or a month and a half, we both had called her and left messages for months. I finally called other numbers and had someone call me back. So once they had already ignored us for 3 to 4 months, they try telling me they lost my paperwork. Another Lie, they didn't lose my VIN #, or all the messages I left through all them months. They record every call that has to do with claims or anything. Probably they knew that I was the second owner from

the time I had the locks and my first Clutch repaired. They ask for the VIN # right away and keep track in their Computers as well as DMU.

After that they wanted my car and over \$11,000 dollars. So I kept asking, just for a new Transmission, and realize that they must not have fixed the issue yet. They were selling 2018 Ford Focuses. Which I was told was with fixed Transmissions. So why would they not replace mine, which would save them thousands. They gave me another offer of \$3,500 which was suppose to be on top of the \$11,300.

So I asked Jason Drew if he would take that \$14,500 and \$2,200 more for the new car that was missing the CD Player and the winter Cold package. Heated seats, wheel, mirror, and heavy Duty Floor Mats. He said yes and when they sent the paperwork to him, it was the \$9,800 I paid for the car plus the \$3,500 for \$13,300, but they wanted the full MSRP that they were going for on new vehicle of \$22,000. They had told me with both woman that had my claims that they would trade actually replace my vehicle with something that was

equal or better than my car.

Which I looked at each Ford Dealership in my area, and the only ~~one~~ price I could get close to was the 14,800 or better. At this time they were selling the cars they ~~had~~ had to trade for a new one for outrageous prices and mine had less miles and older. I wanted another vehicle that was equal, ~~or~~ better, or a New Transmission. I would never find another car like I ~~do~~ have with no time to look and that cheap because dealerships are allowed a different Blue Book than consumers. That should be changed with Law. Another Law that needs changing is our Lemon Law. They sold the car to Him Not me, which means the Lemon Law should not be in play. Also that they lost their civil suit and had determined that my car was so bad, it needs to be replaced. Nevermind they are selling the replaced cars without fixing or warning consumers. They should of Told the first owner about the civil suit and not that they could only give him \$7,500 for the car,

When he was due a new one,
I never took their money,
offers because of all the Lies.
I've been told by them and their
Dealerships, Plus the fact I need
to be able to get to my ~~off~~ Doctor
Appointments, and my daily and
weekly ones.

The Biggest Lie was that when
~~the~~ Ford Co told me once I reopened
my case because they yelled at me
on the phone and said that I only
have one choice now and that's the
Cash option. They said that the
dealerships Service Manager had the
Final Say in whether or NOT I
will get a new Transmission.

So when I called him he
yelled and said that my Transmission
wasn't bad enough. So I knew he
never looked at my records and
that Ford Co probably told him
No. So I started raising my
voice and told him to look.

He hung up. I called right
back and heard Norman who
always takes care of my car
and told him that I had the
worst they had seen and
the head guy told me he
would call Ford Co back
on my behalf, so I call

DAYS later and was told then
about only getting the m
that there was no way I was
getting a new Transmission.

Only \$9,200.

Which now it's been
another 5 months and had to
have another part in the Transmission
replaced. Was told if it wasn't
a certain ~~part~~ part it would
be another part in the Transmission
that controlled speed instead
of Gears. Then that would cost
\$1,500, which is over a \$1,000
of labor. To me any part in
the transmission should be replaced
for free because, their Transmission
has made all parts wear faster than
normal wear and tear according
to anyone I talk to that
works on them.

So please give all these
Laws they hide behind a new
revision. Why do they deserve
more for used cars than they
are worth. Never mind hide
behind the Lemon Law when they
sold the Lemon to another who
also lied and would never of
sold, cause he deserved the New one
I bought all the warrenties ~~and~~

major problems that came with my car.

I believe that the transmission should be the recall, and not the clutch. The torn up clutch is the out come of a bad design in their newly-engineered transmission!!!

Thank Fully yours

P.S

I'm sorry for the delay in my response. Also that I did not do a second rewrite or Typed out my letter!