

BMW North America LLC
PO BOX 1227
Westwood NJ 07675-1227

National Highway Traffic Safety Administration
1200 New Jersey Ave, S.E
Washington, DC 20590

Keeler Motor Car Company
1111 Troy-Schenectady Rd
Latham, N.Y 12110

Complaint Unit
Bureau of Consumer and Facility Services
Department of Motor Vehicles
PO Box 2700-ESP, Albany NY 12220-0700

07/26/2022

Please note that I received the Important Safety Recall notice from BMW, in approximately April or May. At the end of June, my vehicle started experiencing the problems, exactly as was described in the recall notice, smoking and a loud noise coming from the engine.

I was already scheduled with another shop to have a broken ground strap replaced, and they confirmed that the noise and smoke were related to the PCV and I should address the recall notice. I immediately made an appointment at a certified BMW dealer, Keeler Motor Car Company.

I was specific with them and gave them the recall notice. As is standard practice, I was asked and I informed them of recent repairs, which was satisfactorily completed and unrelated as to why I was there. At the time of going to Keeler Motor Car, I had no other issues with my vehicle, other than squealing noise and now smoke coming from the engine. I did not need anything else diagnosed or repaired.

I went to Keeler looking for direction from my certified BMW dealer about what the resolution was as to the safety recall. The notice states "do not continue to drive the vehicle" and to "immediately have your vehicle brought to the nearest authorized BMW dealer" which I did.

After dropping my vehicle off, I had to reach out to Keeler Motor Car a few times, they did not proactively contact me. On June 29th, I spoke with Andrew Gorman from Keeler who said there was no remedy for the PCV and offered no direction or solution as to what my next step would be. They did not offer to replace the PCV, but instead told me to pick up the car. He did confirm that there would be no charge relating to the recall.

At the end of that day, I went to back to Keeler to pick up the car, despite having no resolution to the safety issues and was then informed that I had to pay \$204.12 to retrieve my car. I tried to dispute that, as it was there solely for the recall situation, but they stated if I didn't take it then, I would start incurring \$50/day storage fees.

Leaving the shop, the car was exponentially worse than it was when it went in. I had two specific issues, the noise and the smoke when I brought the vehicle in; leaving Keeler, it was hardly driveable, I barely made it to my home where it's been parked and has not been driven since.

As plainly as I can express it, I feel Keeler charged me intentionally and falsely, basically extorting me for \$204.12 as they knew I was there for the sole purpose of addressing the recall. I did not approve any other diagnostic services. BMW has sent me a notice that the car is unsafe and that I should immediately discontinue driving it. Keeler knew that and charged me anyway, so why would I approve any other diagnostic service, for an unrepairable vehicle? On top of that, whatever they did to the vehicle while it was there, it left in much worse condition than it was when it went in.

As for BMW, I did exactly what their notice told me to do. I am now stuck with a vehicle that they have informed me is unsafe to drive, and their "certified BMW" shop, has taken my money for absolutely no service, but again, overnight made the vehicle worse.

I am asking for remedy as to this situation, the return of my money from Keeler, an explanation from BMW and their certified representative, Keeler as to how they can allow their customer to drive off in such an unsafe situation and what exactly BMW is going to do with my vehicle that cannot safely be driven.

I am a single parent of two children, with a vehicle I cannot drive, which has \$3,000.00 balance due on the loan. I cannot trade it in or sell it, as it's unsafe and the company responsible (BMW), and their representative (Keeler) have offered no solution to rectify the situation caused by the vehicles design defect.

[REDACTED]
[REDACTED]
[REDACTED]
Schenectady, N.Y. [REDACTED]



1111 Troy - Schenectady Road - Latham, New York 12110
(518) 785-4197

VISIT OUR WEB SITE www.keeler.com

INVOICE

BMW

PAGE 1

N.Y.S. REGISTERED REPAIR SHOP NUMBER 3010151

SERVICE ADVISOR: 827 ANDREW M GORMAN

ham, NY
IE:
CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	09	BMW X3 3.0SI SAV	WBXPC93489		191197/191197		
EL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
UN22 DD			13:00 29JUN22		189.00	CASH	05JUL22

R.O. OPENED	READY	OPTIONS:	ENG:3.0 Liter
41 29JUN22	11:37 05JUL22		

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

CUSTOMER STATES THAT HER CAR HAD TO GET TOWED TO ANOTHER SHOP FOR IT NOT STARTING. THEY REPLACED A GROUND STRAP BUT NOTED TO THE CUSTOMER THAT THE LOUD SQUEELING NOISE SHE IS HEARING FROM THE ENGINE IS HER PCV. SHES KNOWS ABOUT THE RECALL BUT WHATS TO KNOW IF THIS IS CAUSING IT. PLEASE ADVISE
DIAG00 Perform general diagnosis.

694 CB	1.00				189.00	189.00	
TS:	0.00	LABOR:	189.00	OTHER:	0.00	TOTAL LINE A:	189.00

,191197 VEHICLE NEEDS VALVE COVER. QUOTED \$1,529.30 PLUS TAX.
,DECLINED AT THIS TIME.

011390600 B110122 Recall: Positive Crankcase Ventilation (PCV) Valve Heater
NWP No work performed.
694 IBSP 0.00 (N/C)
TS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
,191197 RECALL UNAVAILABLE AT THIS TIME

neck and set tire pressure and fluids. Reset applicable indicators.
BCT Check and set tire pressure and fluids. Reset applicable indicators.
694 IBSP 0.00 (N/C)
TS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

THANK YOU FOR YOUR PATRONAGE.
MY GOAL IS TO PROVIDE A TRULY EXCEPTIONAL SERVICE EXPERIENCE.
WAS TODAY'S SERVICE TRULY EXCEPTIONAL?
MECHANICAL REPAIRS ARE CALCULATED USING A LABOR PRICING GRID STARTING AT \$189 PER HOUR

DESCRIPTION	TOTALS
LABOR AMOUNT	189.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	189.00
LESS INSURANCE	0.00
SALES TAX	15.12
PLEASE PAY THIS AMOUNT	204.12

CUSTOMER ACKNOWLEDGE PURSUANT TO OUR AGREEMENT THAT ALL WARRANTIES, EXCEPT THE LIMITED WARRANTY HEREIN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY YOU, THE CUSTOMER. I REALIZE THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY, LABOR AND PARTS FOR 30 DAYS OR 1,000 MILES, WHICHEVER FIRST. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. I ACKNOWLEDGE THAT YOUR WARRANTY IS LIMITED SOLELY TO REPAIR OR REPLACEMENT UNDER THE LIMITED WARRANTY HEREIN FOR THE PERIOD STATED. YOU SHALL NOT BE HELD LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, TIME, PROFITS OR INCOME, OR INCONVENIENCE.

MECHANICAL REPAIRS ARE CALCULATED USING A LABOR PRICING GRID STARTING AT \$189 PER HOUR

MECHANICAL REPAIRS ARE CALCULATED USING A LABOR PRICING GRID STARTING AT \$189 PER HOUR

MECHANICAL REPAIRS ARE CALCULATED USING A LABOR PRICING GRID STARTING AT \$189 PER HOUR

CUSTOMER COPY

[Redacted]
Schenectady, NY [Redacted]

ALBANY NY 120

28 JUL 2022 PM 3 L



National Highway Traffic Safety Administration
1200 New Jersey Ave, S.E.
Washington, DC 20590

20590-

