

From: [REDACTED]
To: [EVOQ \(NHTSA\)](#); [DataQuality](#); [DataQuality \(NHTSA\)](#)
Subject: Re: FW: Follow up to ODI Complaint -----11480605 -----
Date: Tuesday, January 17, 2023 4:14:38 AM
Attachments: [REDACTED]

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Following up on your email and the forms attached with corrections and additional information. On 17 August 2022 at approximately 3 PM EST I was picking up my daughter from school in the car line. When I opened up my passenger side gull wing door to let her in, I heard a very loud crunch, followed by shards of glass showering my daughter. Luckily (and unfortunately) my daughter has special needs and isn't steady on her feet so she tends to look down which in my opinion saved her sight during this incident. The cause of this was the Center spine had risen approximately one inch due to the adhesion/applique failing (see service bulletin SB-20-12-005), when the falcon wing door opened, the glass window pinched against the center spine causing the window to buckle and shatter.

When I took the car to the dealership the manager stated it was due to the service bulletin, but they would not cover the cost of fixing as it was not deemed a safety issue, which in my opinion is unbelievable. Regardless, after a few days of arguing and tesla refusing to cover the expense I finally paid as it was a safety issue for me to drive. Attached is the invoice from tesla, please let me know if theres anything else you require.

My VIN is 5YJXCBE21GF [REDACTED]

Cell phone: [REDACTED]

Email: [REDACTED]

On Sun, Jan 8, 2023 at 8:59 PM EVOQ (NHTSA) <EVOQ@dot.gov> wrote:

Please see the attached copy of your recent complaint and instructions. Please make any necessary edits and return via email to dataquality@dot.gov or fax to (202) 366-1767. Due to the volume of complaints we receive and our limited resources, we cannot respond to every complaint.

NHTSA/Office of Defects Investigation



Tesla, Inc.
11945 N. Florida Ave
Tampa, FL, US 33612 5221
Ph (813) 621 1842

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri 7:00 a.m. – 6:00 p.m.
Saturday-Sunday 7:00 a.m. – 6:00 p.m.

M.V.R.T.# MV87236
E.P.A.ID# FLR000208165

Paid

Invoice date	Invoice number
25 Aug 2022	
Due Date	
25-Aug-2022	
Date/Time Received	Date/Time Promised
17-Aug-2022 15:42:31	24-Aug-2022 18:15:56
Odometer In	Odometer Out
55207 Miles	55208 Miles
Ready Date	
Service Advisor	Intended Method of Payment
Ju tin Man field	☐ Cash ☐ Credit card ☐ Check ☐ No charge

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
			5YJXCBE21GF
Lutz, FL			
Year	Model	License Plate Number	Colour
2016	MODEL X		Deep Blue Metallic Paint

Job Number	Description Of Work	Amount (USD)
1	Concern: center console slide mechanism where the cup holder is, is not sliding open all the way Diagnosed and Replaced Premium Console Insert Sliding Lid Decor. Correction: General Diagnosis Correction Decor Sliding Lid Premium Console Insert (Remove and Replace) Pay Type: Used Car Repair	0.00
2	Concern: Check tire pressure and condition Inspected tire tread depth. Tread Depth Measure Type 32nds Tread depth - Record the lowest measurement across all groves Front Driver: 7 Front Passenger: 7 Back Driver: 6 Back Passenger: 8 Tire replacement recommended No Tire rotation recommended No Correction: Check Tire Tread Depth Correction: Automated Tire Pressure Check	0.00

		Pay Type: Goodwill - Service				
3	Concern: Customer States: Glass on passenger falcon wing door					
	Verified concern found RH upper falcon door glass damaged along with spine damage removed and replaced rh upper door glass and spine applique. (Remove and replace correction code used due to remove install correction code N/A for LH falcon door glass)					
	Correction: Door Glass Assembly - Rear - Upper - RH (Remove & Replace)			Price	Adjustment	Subtotal
				90.00	(27.00)	63.00
	Part Replaced or Added					
	Part	Quantity	Unit Price	Price	Adjustment	Subtotal
	RR DOOR ROOF GLASS ASY, RH(1034903 00 P)	1 00	1,025 00	1,025 00	(308 00)	717 00
	Parts Subtotal 717.00					
	Correction: Applique - Spine - Center (Remove & Replace)			Price	Adjustment	Subtotal
				220.00	(66.00)	154.00
Parts Replaced or Added						
Part	Quantity	Unit Price	Price	Adjustment	Subtotal	
PRIMER, BETAPRIME, 10ML(1059658-00-A)	1.00	6.00	6.00	(2.00)	4.00	
SEALANT, BETASEAL EXPRESS/EXPRESS + (1048645-00-A)	1.00	25.00	25.00	(8.00)	17.00	
ASSY, MX CENTER SPINE APPLIQUE(1041361-S0-A)	1.00	330.00	330.00	(99.00)	231.00	
Parts Subtotal 252.00						
Pay Type: Customer Pay						
Total Part Amount 969 00						
Total Labor Amount 217.00						
1,186.00						
4	Concern: Customer States: Glass on passenger falcon wing door					
	Verified concern found RH upper falcon door glass damaged along with spine damage removed and replaced rh upper door gla and pine applique (Remove and replace correction code u ed due to remove install correction code N/A for LH falcon door glass)					
	Correction: Door Glass Assembly - Rear - Upper - LH (Remove & Replace)					
Pay Type: Goodwill - Service						
0.00						

Service Center hourly rate: USD 200

All parts are new unless otherwise specified.

You agree that Tesla is not responsible for any personal item left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadway for the sole purpose of testing and/or inspection of repair; Tesla may update your vehicle's software in the course of a repair or as part of the standard vehicle maintenance procedure per your owner's manual and New Vehicle Limited Warranty; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repair, storage and other applicable fees; the vehicle owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fee of \$35/day from the fourth working day after you are notified that repairs on your vehicle are complete and that the vehicle is ready for pick up

Total Part (USD)	1,386.00
Total Labor (USD)	310.00
Discount	(510.00)
Subtotal (USD)	1,186.00
Tax	88.97
Total Amount (USD)	1,274.97
Total Paid (USD)	1,274.97
Payment Due (USD)	0.00

Tesla disclaims all express or implied warranties with respect to any repair or product used in repair, except as may be set forth in your Tesla-issued New or Used Vehicle Limited Warranty, Tesla Parts, Body, and Paint Repair Limited Warranty or other extended service agreement. Tesla is not responsible for repair not performed by, or component not installed by, Tesla. Any part (including tire/wheel) removed or replaced by Tesla during vehicle service will become the property of Tesla. However, at the time you authorize repairs, you may request to receive (subject to any applicable core charge, which you agree to pay) or inspect replaced part (excluding inflatable restraint system components), except body shop repair parts and parts required to be returned to the manufacturer or a third party under a warranty, trade in or exchange agreement, which will only be presented to you for examination and not returned.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done pursuant to the terms and conditions as set forth in this service agreement document.

Signature: _____

Date: _____

FullName: _____

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW AND SIGN:

I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED: _____ DATE: _____

You further agree and acknowledge that:

- Tesla is not responsible for loss or damage to the vehicle or any articles left in the vehicle in case of fire, theft, hail, wind, or any other causes beyond its control;
- Tesla personnel will turn off any photo or video capturing devices, such as dashboard cameras, once they receive the vehicle in preparation for service and your vehicle's Tesla dash cam will be enabled when you pick up your Tesla from this Service visit;
- Labor charges are not based solely on actual service personnel's time but are aggregate prices for specific services or repairs, which may include flat rates based on industry manuals and vehicle condition;
- Waste storage and disposal fees are charged separately when applicable to specific services or repairs, and represent costs and profits to Tesla which are calculated based on average annualized costs across Tesla service facilities;
- Items purchased over the counter or online directly from Tesla may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied);
- Tesla-branded parts purchased directly from Tesla over-the-counter, online or purchased and installed by Tesla Service are covered under the Tesla Parts, Body, and Paint Repair Limited Warranty for a period of 12 months subject to the applicable terms, conditions and exclusions and available at <https://www.tesla.com/support/vehicle-warranty>;
- All charges for repairs, including labor, parts and materials furnished, are due and payable simultaneously with the return of your vehicle or prior to return upon the expiration of three (3) working days after notice has been sent by Tesla that the vehicle is ready;

- If applicable, you have the right to choose the licensed repair shop where the damage to your vehicle will be repaired;
- All crash parts supplied meet the standards used in manufacturing the original equipment replaced;
- If any repair, storage and other applicable fees remain unpaid for thirty (30) days after a request for payment, Tesla may pursue collection and you will be responsible for paying all reasonable attorney's fees and costs for such collection;
- If provided a loaner or rental vehicle, the vehicle must be returned within 24 hours of such notification or a daily usage rate of up to \$100 USD and applicable fees will be charged until the return of such loaner vehicle;
- The repair work may not be completed prior to the date and time noted under Date/Time Promised and Tesla may adjust the estimated completion date upon notification to you and is not responsible for any delays caused by the unavailability of parts or parts shipments; and
- Tesla (and any of its subsidiaries) may contact you via emails, calls, SMS or other messages including through the Tesla app (collectively, "messages") to obtain authorization and provide updates regarding this Service visit and your vehicle. Standard SMS message and data rates may apply. You can withdraw your consent to receive automated SMS messages at any time by replying "STOP" or providing written notification to Tesla's customer representative.