

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

[REDACTED]
Tulsa, OK [REDACTED]

May 15, 2024

Sophie Shulman
1200 New Jersey Avenue SE.
Washington, DC 20590.

Re: Outreach, Follow Up to NHTSA ID 11583059

Ms. Shulman:

I am reaching out to your help because I did not receive a response to NHTSA ID 11583059.

Specifically, I received a safety recall dated 2/8/2024, recall no 23V-838.

Tesla failed to remedy the defect & claims a remedy is not necessary. Specifically, I took my vehicle to Tesla on 3/18/2024 to update vehicle software to incorporate additional autosteer controls. See attachment: "Repair notes: "No update necessary", despite the vehicle running a software version less than 2023.44.30 as specified in the Recall Notice.

I am requesting acknowledgment of this correspondence & your team's assistance in this matter.

Thank you,
[REDACTED]

SS



Tesla, Inc.
 6010 S 129th E Ave
 Tulsa, OK, US 74134-6700
 Ph.: 918 505 6015

Service Estimate

SERVICE DEPARTMENT HOURS
 Mon-Fri 8:00 a.m. - 5:00 p.m
 Saturday-Sunday Sat-Sun: Closed

Invoice date	Invoice number
18-Mar-2024	[REDACTED]
Due Date	
18-Mar-2024	
Date/Time Received	Date/Time Promised
18-Mar-2024 09:10:06	18-Mar-2024 16:56:07
Odometer In	Odometer Out
79155 Miles	Miles
Ready Date	
Service Advisor	
Rambo Plummer	

Bill To
[REDACTED]
Tulsa, OK
[REDACTED]

Mobile Phone	Additional Phone	Vehicle Identification Number
		5YJSA1E14H [REDACTED]
Year	Model	License Plate Number
2017	MODEL S	
		Colour
		Pearl White Multi-Coat

Job Number	Description Of Work	Amount (USD)																																										
1	<p>Concern: Update Vehicle Software to Incorporate Additional Autosteer Controls</p> <p>Repair Notes:</p> <p>Correction: Inspect Vehicle Software Version; No Update Necessary</p> <p style="text-align: right;">Pay Type: Basic Vehicle Limited Warranty</p>	0.00																																										
2	<p>Concern: Customer states: Other · Noise & Vibration - Rattling sound when the car turns off. Front drivers side under hood. Almost sounds like a fan or belt.</p> <p>Repair Notes:</p> <table border="0" style="width: 100%;"> <tr> <td>Correction: General Diagnosis</td> <td>Labor Hours</td> <td>Price</td> <td>Adjustment</td> <td>Subtotal</td> </tr> <tr> <td></td> <td style="text-align: right;">0.50</td> <td style="text-align: right;">105.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">105.00</td> </tr> <tr> <td>Correction: Adjustment: Exterior Trim</td> <td>Labor Hours</td> <td>Price</td> <td>Adjustment</td> <td>Subtotal</td> </tr> <tr> <td></td> <td style="text-align: right;">0.20</td> <td style="text-align: right;">42.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">42.00</td> </tr> <tr> <td>Correction: Fan - Condenser - LH (Remove & Replace) - Remove and Replace</td> <td>Labor Hours</td> <td>Price</td> <td>Adjustment</td> <td>Subtotal</td> </tr> <tr> <td></td> <td style="text-align: right;">1.92</td> <td style="text-align: right;">403.20</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">403.20</td> </tr> </table> <p>Parts Replaced or Added</p> <table border="0" style="width: 100%;"> <tr> <td>Part</td> <td>Quantity</td> <td>Unit Price</td> <td>Price</td> <td>Adjustment</td> <td>Subtotal</td> </tr> <tr> <td>FAN SHROUD ASSY, GAS COOL(6007614-00-D)</td> <td style="text-align: right;">1.00</td> <td style="text-align: right;">140.00</td> <td style="text-align: right;">140.00</td> <td style="text-align: right;">0.00</td> <td style="text-align: right;">140.00</td> </tr> </table> <p style="text-align: right;">Parts Subtotal 140.00</p> <p style="text-align: right;">Pay Type: Customer Pay</p>	Correction: General Diagnosis	Labor Hours	Price	Adjustment	Subtotal		0.50	105.00	0.00	105.00	Correction: Adjustment: Exterior Trim	Labor Hours	Price	Adjustment	Subtotal		0.20	42.00	0.00	42.00	Correction: Fan - Condenser - LH (Remove & Replace) - Remove and Replace	Labor Hours	Price	Adjustment	Subtotal		1.92	403.20	0.00	403.20	Part	Quantity	Unit Price	Price	Adjustment	Subtotal	FAN SHROUD ASSY, GAS COOL(6007614-00-D)	1.00	140.00	140.00	0.00	140.00	690.20
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	Total Parts Amount 140.00 Total Labor Amount 550.20 Labor Hours 2.62	
3	Concern: Check tire pressure and condition Repair Notes: Automated Tire Pressure Check (No Adjustment Needed). Correction: Automated Tire Pressure Check (No Adjustment Needed)	Pay Type: Goodwill - Service 0.00
4	Concern: Update Vehicle Software To Enlarge Visual Warning Indicators Repair Notes: Correction: Inspect Vehicle Software Version; No Update Necessary	Pay Type: Basic Vehicle Limited Warranty 0.00

Service Center hourly rate: USD 195

Notes: To assess your vehicle's Tire Wear and Condition, please see the Tire Care and Maintenance section from the digital Owner's Manual in your car.

All parts are new unless otherwise specified.

Accepted Payment Methods: Major Credit Cards (Visa, Mastercard, AMEX, etc.), Debit Card, Cashier's Check

You agree that: You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate but shall not exceed (1) any price limited estimate or (2) any parts and labor estimate by more than 10%. Additional repairs may not be performed without your consent. This estimated price for authorized repairs will be honored if your vehicle is delivered to Tesla's facility within the time period agreed to by you and Tesla. You may waive your right to a written estimate and require that you be notified if the price exceeds an amount you have specified. Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadways for the sole purpose of testing and/or inspection of repairs; Tesla may update your vehicle's software in the course of a repair or as part of the standard vehicle maintenance process 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 repairs, 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 fees 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 Parts (USD)	140.00
Total Labor (USD)	550.20
Discount	0.00
Subtotal (USD)	690.20
Tax	11.92
Total Amount (USD)	702.12

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, 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 repairs not performed by, or components not installed by, Tesla. Any parts (including tires/wheels) 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 parts (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:

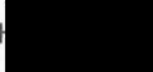


You further agree and acknowledge that:

- You have the right to inspect your vehicle on Tesla premises prior to payment.
- 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.

2/8/2024

IMPORTANT SAFETY RECALL

This notice applies to your vehicle, 5YJSA1E14H 

NHTSA Recall No: 23V-838

Dear Tesla Owner,

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act. Tesla, Inc. has decided that a defect, which relates to motor vehicle safety exists in certain Model Year 2012-2023 Model S, 2016-2023 Model X, 2017-2023 Model 3, and 2020-2023 Model Y vehicles. Our records show that you are the owner of a vehicle affected by this action.

REASON FOR THIS RECALL

In certain circumstances when Autosteer is engaged, the prominence and scope of the feature's controls may not be sufficient to prevent driver misuse of the Autopilot, increasing the risk of a collision.

WHAT TESLA WILL DO

At no charge to you, Tesla has begun deploying an over-the-air ("OTA") firmware update to affected vehicles that will incorporate additional controls and alerts to those already existing on affected vehicles to further encourage drivers to adhere to their continuous driving responsibility whenever Autosteer is engaged.

WHAT YOU SHOULD DO

Please check that your vehicle is running software version 2023.44.30 or a later release, all of which contain the remedy. You can check the software version running on your vehicle by tapping 'Controls' then 'Software' on your touchscreen. If your vehicle is running software version 2023.44.30 or a later release, then there is no further action that you need to take, and you may disregard this notice. If your vehicle is not running one of these software versions, then please accept the latest pending software update for installation by tapping the yellow clock icon at the top of the vehicle touchscreen and following the prompts. For awareness, software updates typically take between 20 to 60 minutes to complete. See www.tesla.com/support/software-updates for additional details on Tesla vehicle software updates.

If you believe that Tesla has failed or is unable to remedy this defect without charge or within a reasonable time, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE, Washington, DC 20590, by calling 1-888-327-4236 (TTY: 1-800-424-9153), or by visiting www.safercar.gov.

Federal law requires any lessor who receives a notification of a determination of a noncompliance pertaining to any leased motor vehicle to send the notice to the lessee within 10 days.

If you no longer own the vehicle, update vehicle ownership in your Tesla Account. For more details adding or removing vehicles from your Tesla Account, visit www.tesla.com/support/account-support#add-remove-products. If have any questions or need assistance installing the software update, please contact Tesla online by visiting www.tesla.com/support/contact or by calling 1-877-79-TESLA (1-877-798-3752).

Thank you for being a Tesla customer. We are committed to ensuring that your vehicle provides the highest possible level of safety.

TESLA, INC.

TULSA OK 740

16 MAY 2024 PM 1.1

NEF
5/16/24

UHTSA-
WAD-308

Sophie Shulman
1200 New Jersey Ave SE
Washington, DC 20590

20590-

