

[REDACTED]  
[REDACTED]  
Miramar Beach  
FLORIDA  
[REDACTED]  
[REDACTED]

MAR25 '25 9:45

6 March 2025

Ford Motor Company  
Customer Relations  
P.O. Box 6248  
Dearborn, MI 48126

**Subject: Formal Complaint and Demand for Manufacturer Buyback - Breach of Warranty & Misrepresentation**

Dear Sir/Madam,

After repeated attempts to contact the dealership I am writing to formally lodge a complaint and demand a manufacturer buyback for my Certified Pre-Owned 2018 Ford Explorer (VIN: [REDACTED]), which I purchased on August 12, 2022, with 98668 miles. Since the purchase, I have experienced multiple warranty violations and misrepresentations regarding the condition and history of the vehicle, which I believe entitle me to a buyback under the Magnuson-Moss Warranty Act and relevant state laws.

**Problems Encountered:**

**1. Breach of Warranty – Magnuson-Moss Warranty**

- On October 26, 2022, my vehicle was scheduled for repair at Gary Smith Ford Fort Walton Beach for the stereo aerial which I had noticed it and called 1 week after the initial purchase. This was clearly covered under the warranty. The dealership tried to charge me the full amount for repair, I refused to pay as it was covered under the warranty so the repair was never completed. They provided no valid reason for refusal and it was a clear breach of warranty. I continued to call the dealership to do the repair and my calls were never returned.

**2. Unreasonable Repair Delays**

- My vehicle was subject to Recall 24V031000 on 18 January 2024 for the A-pillar trim retention clips issue. I was made aware via an internet search and scheduled for this recall on December 12, 2024, at Gary Smith Ford in Fort Walton Beach. As of today March 6, 2025 and multiple phone calls, I am still waiting for the repair, resulting in an unreasonable delay of over 1 year, leaving me with a hazardous vehicle.

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3. Multiple Failed Repair Attempts (Lemon Law)

- The A-pillar moulding has been repaired eight times, with multiple failed attempts to properly fix the issue. Despite this, the problem persists, confirming that the vehicle is defective. All A Pillar moulding purchase receipts were emailed to Gary Smith Ford FWB on 12/12/2024:
- 9/18/2023 (Gary Smith Ford FWB still did not notify me of the recall at time of this purchase)
- 9/25/2024
- 3/30/2024
- 6/17/2024
- 10/9/2024
- 10/30/2024
- 10/3/2024
- 10/9/2024

4. Misrepresentation of Warranty Coverage

- At the time of purchase, I was told that certain issues would be covered under the vehicle's warranty and the additional two warranties. However, the dealership has since refused to honor these claims and has failed to return my calls or emails.

5. Concealment of Existing Issues or Defects

- The dealership was aware of issues and previous recalls but failed to disclose this information to me at the time of sale, thereby hiding material facts related to the condition of the vehicle.

6. Excessive Markups and Hidden Fees

- I was sold a Certified Pre-Owned vehicle at a higher price, which included two additional warranties. These extras, were unnecessary and vastly overpriced compared to their actual cost

7. False Advertising of Vehicle's Condition or History

- The dealership falsely advertised the 2018 Ford Explorer as being in excellent condition with no prior issues and as a Certified Pre-Owned vehicle, when, in fact, it had undisclosed recalls, frame damage, and mechanical issues. I was never notified of any recalls, either by the manufacturer or the dealership. The vehicle was subject to four serious NHTSA recalls, including:
  - Recall 24V031000 (January 18, 2024): A-pillar trim retention clips may detach, creating a road hazard.
  - Recall 21V316000 (May 4, 2021): Retention pins may loosen, allowing roof rail covers to detach.
  - Recall 19V633000 (August 27, 2019): Defective front seat recliner mechanisms affecting seat strength.
  - Recall 18V807000 (November 13, 2018): Fuel system issue causing a potential fuel leak, increasing the risk of fire.

Given the ongoing issues with this vehicle, its defective nature, and the dealership's failure to honor the warranty, I demand a manufacturer buyback under the Magnuson-Moss Warranty Act and state laws.

**Requested Resolution:**

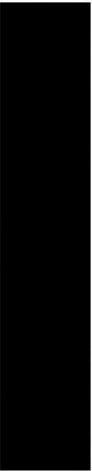
1. Full repurchase of the vehicle at the original purchase price, including all associated fees, taxes, and interest paid.
2. Immediate reimbursement for any out-of-pocket expenses incurred due to repairs, delays, and lost time.
3. Written confirmation that the defects and issues will be addressed in the buyback process.

I expect a prompt response to this complaint. If I do not hear from you within 14 days, I will be forced to escalate this matter to my state's consumer protection agency and seek legal counsel.

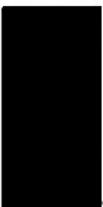
Thank you for your attention to this matter. I look forward to a timely resolution.

Sincerely,





Mitmanor Bch, FL



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NEF

National Highway Traffic Safety Admin  
1200 New Jersey Ave, SE  
West Building  
Washington, DC 20590

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