

[REDACTED]
[REDACTED]
Bethesda, MD [REDACTED]

1 May 2025

Consumer Protection Division
Office of the Attorney General
200 St. Paul Place
Baltimore, MD 21202

Re: Request for Consumer Protection Intervention & Lemon Law Violation – 2022 Ford Bronco VIN: [REDACTED] | Ford Case No. [REDACTED]

To Whom It May Concern:

I write to file a formal consumer complaint and request state intervention concerning Ford Motor Company's failure to repurchase or replace my defective 2022 Ford Bronco, despite it clearly qualifying under the Maryland Automotive Warranty Enforcement Act (Lemon Law), Md. Code Ann., Com. Law §§ 14-1501 et seq.

Timeline of Events and Alleged Violations

- I submitted a formal complaint to Ford Motor Company on April 10, 2025, outlining the persistent defect with the rear driver-side window, which was subject to at least three repair attempts within the warranty period and remains unresolved. This defect impairs the vehicle's safety, utility, and market value.
- The dealership, Lindsay Ford, was unable to resolve the issue and proactively recommended that we seek a repurchase through Ford, providing supporting documentation and contact information unsolicited.
- Ford then redirected us to the BBB, which in turn sent us to BBB Auto Line. However, Ford "accidentally" reopened a prior internal claim upon being contacted by BBB Auto Line, which has blocked BBB Auto Line from further mediation. This action raises serious concerns of procedural bad faith and appears to be a stalling tactic to avoid repurchase responsibilities.
- Worse, the dealership instructed us to submit our repurchase claim in the 25th month of ownership, which falls outside the statutory Lemon Law window of 24 months or 18,000 miles, as defined in Md. Code Ann., Com. Law § 14-1502(a). This conveniently timed advice undermines the consumer's legal rights and calls into question the dealership's compliance practices.

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Legal Basis

The defect in question has been the subject of repeated service visits, including on:

- Sept 4, 2024 (13,935 mi)
- Dec 10, 2024 (16,075 mi)
- Feb 10, 2025 (17,148 mi)

The final repair was still within the applicable 24-month/18,000-mile window. Thus, the vehicle qualifies under Md. Code Ann., Com. Law § 14-1502(c)(1)(i), which presumes a defect to be nonconforming if repaired unsuccessfully 3+ times during the warranty period. The time out of service also triggers the presumption under § 14-1502(c)(1)(ii).

Maryland case law, including *Mercedes-Benz of N. Am., Inc. v. Garten*, 94 Md. App. 547 (1993), affirms that defects recurring despite attempted repairs warrant relief, even if a dealership or manufacturer claims each individual repair "resolved" the issue. The persistent nature of this defect supports our right to a repurchase or replacement.

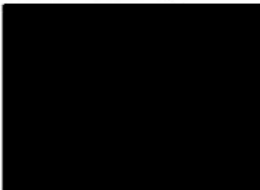
Relief Sought

I request immediate intervention of the Maryland Consumer Protection Division to investigate:

- Whether Ford and/or its dealership deliberately delayed the repurchase process to place us outside of Lemon Law eligibility;
- Whether Ford's "reopening" of a closed claim to block BBB mediation constitutes unfair or deceptive practice under Md. Code Ann., Com. Law § 13-301; and
- Whether I am entitled to relief under Maryland's Lemon Law, including a repurchase or replacement.

We are prepared to pursue litigation as necessary. We respectfully request written acknowledgment of this complaint and an update on investigative next steps. All supporting documents, invoices, and service history are available upon request.

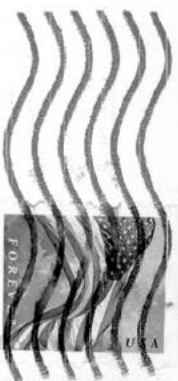
Sincerely,



CC: Lindsay Ford of Wheaton; Ford Motor Company; Federal Trade Commission (FTC); National Highway Traffic Safety Administration (NHTSA)

CAPITAL DISTRICT 208

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National Highway Traffic
Safety Administration
Office of Defects Investigation (ODI)
1200 New Jersey Avenue SE
Washington, DC 20590

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