

[REDACTED]
[REDACTED]
Spotsylvania, VA, [REDACTED]
[REDACTED]
[REDACTED]

November 17, 2025

Mazda North American Operations

Attn: Customer Mediation / Customer Experience Center

200 Spectrum Center Drive, Suite 100

Irvine, California 92618

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Subject: FINAL NOTICE – Magnuson-Moss Warranty Act Breach & Demand for 100% Refund
2024 Mazda CX-30, VIN: [REDACTED] – Out of Service 33+ Days – SAFETY DEFECT

Dear Mazda Customer Mediation Team,

THIS IS A TIME-SENSITIVE LEGAL DEMAND. The above-referenced 2024 Mazda CX-30 purchased new on February 18, 2024 from Safford Mazda in Fredericksburg, Virginia, remains covered by your 3-year/36,000-mile Basic Warranty. On or about October 15, 2025, the vehicle developed a critical transmission defect (persistent whining noise rendering it unsafe and inoperable). Safford Mazda confirmed a complete transmission replacement is required. As of November 17, 2025, the vehicle has now been out of service for 33+ calendar days (October 15 – present) awaiting parts and labor. The Safford Mazda service department explicitly advised me that my repair order is #60 in the national queue, proving systemic inability to repair within a reasonable time. This substantial impairment and unreasonable delay constitute a clear breach of written warranty under the Magnuson-Moss Warranty Act (15 U.S.C. § 2301 et seq.). See Kagan v. Subaru (E.D. Va. 2023) (30+ day downtime = breach).

ANY REPAIR ATTEMPTED AFTER THIS LETTER IS REJECTED AS UNTIMELY AND WILL NOT CURE THE BREACH. The 33-day delay has caused irreparable loss of confidence, safety risk, and financial hardship. I elect refund only.

FINAL DEMAND (NON-NEGOTIABLE – 100% REFUND)

Within 10 calendar days of receipt (by November 27, 2025), Mazda shall: Issue 100% full refund of \$28,493.04 via cashier's check – NO MILEAGE, USE, OR ANY OTHER DEDUCTION WHATSOEVER.

NO REPLACEMENT VEHICLE, NO PARTIAL SETTLEMENT, NO MILEAGE OFFSET. This is a serious safety defect (transmission failure at 20,000 miles) that justifies zero deduction under Magnuson-

Handwritten signature/initials

Moss (15 U.S.C. § 2304). Any use prior to defect discovery was under false pretenses of reliability
Supporting documentation attached.

FAILURE TO COMPLY WILL RESULT IN IMMEDIATE LAWSUIT in Virginia General District Court
(Spotsylvania) seeking:

- 100% refund
- Attorney fees & costs (15 U.S.C. § 2310(d))
- Treble damage for bad faith
- Public NHTSA safety filing & media escalation

This letter constitutes a notice written under Magnuson-Moss and preserves all rights. Govern
yourself accordingly.

Sincerely,



1. Purchase Confirmation & Window Sticker
2. Repair Orders (Oct 15 diagnosis) Multi point inspection videos are available upon request. The car was also seen back in June for shifting and breaking issues, but it was advised the Mazda emblem needed to be cleaned.

CC (via Certified Mail):

1. Safford Mazda – General Manager
10653 Patriot Hwy Fredericksburg, VA 22408
2. Safford Mazda – Service Manager
10653 Patriot Hwy Fredericksburg, VA 22408
3. Virginia Attorney General – Consumer Protection
200 N. 9th St, Suite 501, Richmond, VA 23219
4. NHTSA Office of Defects Investigation
1200 New Jersey Ave SE, Washington, DC 20590

**Apple FCU: Check Has Cleared!**

7 messages

Good afternoon [REDACTED]

The check you used to purchase your 2024 Mazda came in to clear today for \$28,493.04.

The MSRP value for this vehicle is \$26,825.00, do you have a window sticker? Sometimes the Window sticker has a higher value.

For a .25% discount, you would need to finance 90% loan to value. Max you can finance is \$25,942.50. Down payment needed would be \$2,550.54

For a total of .50% discount, you would need to finance 80% loan to value. Max you can finance is \$23,060.00. Down payment needed would be \$5433.04

Currently, you are looking at a 6.94% with just the direct deposit discount.

Let me know if you are still looking to place a down payment for a lower rate. The down payment amounts do not include GAP either. GAP is \$549.

Best Regards,

Amber Mendez

Apple Federal Credit Union

Consumer Lending Department

Improving Lives. Fulfilling Dreams.

Phone (703) 766-8874- option 2

Main (703) 788-4800

CLClosing@Applefcu.org

Please print only as needed



Wed, Feb 21, 2024 at 10:59 PM

Hi Amber, yes, I have the window sticker and will send it tomorrow. Also, back when we spoke on January 6th I was given a rate of 6.19% with the LTV discount at .25 and the automatic withdrawal discount at another .25. I requested quotes for auto insurance as well since I read that could offer an additional .25 is that correct? Thanks for your help!

Kind regards,

Sent from my iPhone



to call? (540) 691-9191



Track the status of your vehicle

Add



Thu, Oct 16 at 5:51PM

After inspecting your vehicle, Safford Mazda of Fredericksburg recommends additional services be completed.

To review the inspection and approve the recommendations, click:

Track the status of your vehicle:

Reply STOP to opt out.
Oct 16, 2025, 05:51 PM

We have ordered a replacement Transmission for your CX-30. Currently there is no ETA of the part. Please enjoy the Courtesy Car and I will update you as I receive more information.

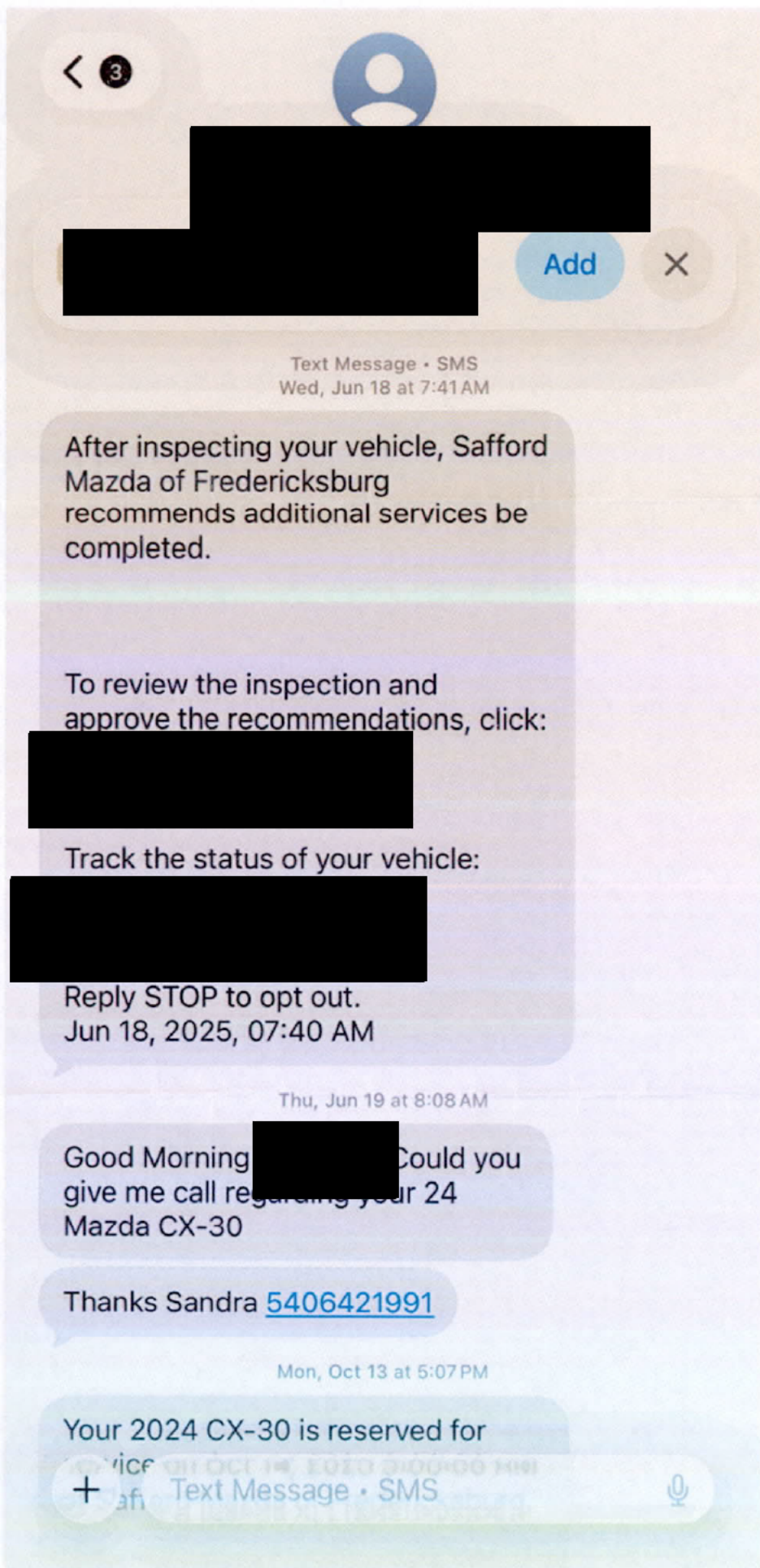
Mon, Oct 20 at 5:54 PM

Hi, we did not get an opportunity to diagnose your CX-30 today. It is in

+ 10 Text Message • SMS



Tuesday, I will update you once it has been diagnosed. Ron





NHTSA
Office of Defects Investigation
1200 New Jersey Ave SE
Washington, DC 20590

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