

T [YOUR PHONE]

FROM THE DESK OF  
[YOUR NAME]

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[date]  
[manufacturer]  
Customer Relationship Center  
Address

To Whom it may concern,

On [date] I Purchased a [YEAR][CAR] (vin #1#####): from [DEALER] in [CITY], [STATE]. This car was to be my day to day commuter vehicle and the electric nature of the car and the supposed low maintenance costs were the car's primary appeal. It is now [LATEST DATE] and the car has spent over [##] days in possession of [DEALER SERVICE] in attempts to diagnose and repair major faults present in the vehicle. To date the car has spent over [##] days in service for [#] separate failure(s). I will document these failures below.

Failure #1 - [DATE] - [##] Days after delivery - [ODOMETER] miles on the vehicle

[PROBLEM DESCRIPTION]. Diagnostics began, proceeded at an un-acceptably slow pace and the vehicle was returned to my service on [DATE]. Documented loss of use: [##] days. I have enclosed a copy of the service invoice documenting the service event and days in service.

Failure #2 - [DATE] - [##] Days after delivery - [ODOMETER] miles on the vehicle

[PROBLEM DESCRIPTION]. Diagnostics began, proceeded at an un-acceptably slow pace and the vehicle was returned to my service on [DATE]. Documented loss of use: [##] days. I have enclosed a copy of the service invoice documenting the service event and days in service.

The vehicle was delivered to Capital Expressway Ford and diagnostics were begun. As of the date on this letter the car has been at the dealer since [DATE], at this time no firm commitment for when the vehicle will be returned to my use has been provided. To date documented loss of use clocks in at [##] days for this NTH incident. I can not provide a service invoice because diagnostics and repair have not been completed at this time. [DEALER] is in possession of my vehicle.

At this time I am uninterested in the return of the vehicle and believe the car is defective and as provided by the California Lemon law I can document at least [##] days (and counting) loss of use in the first [##] months of ownership and less than [ODOMETER] miles. I can neither afford nor tolerate a car with this level of reliability and I demand [MANUFACTURE] purchase the vehicle back and provide me a full refund for the purchase price, taxes, and license.

[MANUFACTURE] on [##] separate occasions (Failures #1 and #2) has also demonstrated an inability to effectively and efficiently diagnose failures with this vehicle and it's

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**DAVID O'ROURKE**

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design. Basic trouble shooting by my authorized [MANUFACTURE] service center requires time consuming consultation with National [MANUFACTURE] representatives adding days and weeks to the diagnostic/repair process. [MANUFACTURE] has demonstrated it can not effectively maintain or support my vehicle to deliver reasonable service and repair given that virtually any repair requires consultation with out of state technical staff.

I have contact [MANUFACTURE] Customer Service and have a case number open: #####. I talked to [NAME] on [DATE] at approximately [TIME] pacific time. I requested the car be declared a Lemon based on California Law and was told my case would be escalated. California Law provides for declaration of a Lemon in the event a car is out of service for 30 days for any reason. I can already document an excess of 30 days, and as of the date of this letter there is no credible return to service date provided by Ford service so this count is likely to continue growing beyond the required 30 days.

<http://oag.ca.gov/consumers/general/lemon>

“(3) The vehicle is out of service because of the repair of any number of problems by the manufacturer or its agents for a cumulative total of more than 30 days since delivery of the vehicle.”

The car was clearly defective when delivered based on [##] documented complete failures of the car's power-train system, it has been in [MANUFACTURE] service for at least 30 days, and counting, and [MANUFACTURE] has demonstrated an inability to efficiently service the vehicle when it requires repair (with repairs taking in excess of [##] days on each occasion). My desire is to resolve this quickly and easily with minimal expense to both parties.

My offer for full resolution at this time is a full refund of the purchase price and other dollar amounts documented on the new car sales contract, and I will sign title/registration over to [MANUFACTURE] designated representative. I can of course provide all necessary documentation upon request. I believe [MANUFACTURE] can easily evaluate this simple and obvious request and come to a conclusion no later than [FUTURE DATE]. Non-response or a failure to meet my reasonable request for a full refund on a defective product will lead me to pursue additional avenues afforded to me by multiple state and federal laws regarding defective products and in particular California Lemon Law. We can resolve this quickly, let's do so.

[YOUR NAME]

(1) DOCUMENTS