

EA02-027

FORD

1/16/04

**FORD LETTER TO ODI
ATTACHMENT C**

BOOK 1 OF 2

PART 2 OF 4

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 1FMYL84102KH77171 Veh Line: T/M1 - ESCAPE/TRIBUTE/MARINER LHD [01-04] Body Shell: *
 Model Year: 2002 Market Derivat: T/F - Navis Eng Serial No: 229905087
 Veh Type: T Drive Cate: T/F - 4 WHL L/H FULL TIME DRIVE Engine: T/LD - MOD 3.0L DOHC EFI
 Inv. Dealer: 01396 Body Cab Style: - 5 DOOR LIGHT TRUCK Transmission: T/DJ - 4 SPD AUTO TRANS
 Vehicle Status Code: 600 Variant/Series: T/EF - FORD SERIES
 Trace Eng Serial No:

-----1-----2-----3-----4-----5-----6-----7-----8-----

NA

Trace Trans Serial No:

NA

BUILD INFORMATION:

Region: NA - #00000000 Plant: AJ - KANSAS CITY PLANT BUILD
 Country: USA - #00000000 Prod Date: 12-JAN-2002

SALE INFORMATION:

Region: NA - #00000000 Selling Dealer: 116023 - *
 Country: USA - #00000000 Selling Dir Sg/Prov: PA
 Buyer Sg/Prov: PA
 Arrival Date: 21-JAN-2002 Red Carpet Lease: *
 Sale Date: 08-APR-2002 Fleet/Beta/B/Ca. Lease R.
 Warranty Start Date: 08-APR-2002 Modified Vehicle: * Vehicle Count Flag:
 Orig Warranty Date: 08-APR-2002 Recaptured Vehicle: * Vehicle Export Flag: N

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----
 0042K87737110337 E 4 2 2525278 6X E M469 63 H63 2W5 S 482AM 16A023L 4 UA M23 4 3 2 11
 FW004 120A 914PA 63

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/F - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	C	GVW Class Code:	Y
Audio Disk:	* - [NA]	Instrumentation:	* - [NA]
Audio Radio:	* - [NA]	Mirror(Driver Side):	B1 - DRV MANUAL FOLD, POWER ADJUST
Audio Type:	* - [NA]	Mirror(Passgr Side):	B1 - PASS MANUAL FOLD, POWER ADJUST
Battery Amp Rating:	A	Paint:	PN0AA - BBNY SOLID C/C
Brake Code:	FEAAB - 4 WHL ANTI-LOCK BRAKES	Power Antenna:	AB - FIXED RADIO ANTENNA-BRIGHT
Brake Code(Service):	* - [NA]	Radio:	MU - AM/FM STRO/CD CHANGBR/CLK

EM02-027.1 0504

Calibration Code:	ZM11A30A	Sound System:	AE - AUDIOPHILE SOUND SYSTEM
Color(Actual):	* - [N/A]	Steering Axle:	
Color(Trim):	0002X -	Tire Manufacturer:	AP -
Delivery Type:	0	Tire Brand:	A308451 -
Driveshaft Code:	D	Tire Size:	DSJUJ - P235/70R-16 OWL A-S
Front Seat:	T/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Traction Control:	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Wheel Base:	

TIRE DOT INFORMATION:

LF: A3084515202 RF: A3084515202
 LR: A3084515202 RR: A3084515202
 LI: * RI: *
 SPARE: HYA1R97?? DOT Plant Manufacturer: A3 - GENERAL TIRE & RUBBER CO ; MOUNT VERNON ; ILLINOIS ; UNITED STATES

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	* Emission Code:	* *
ESP Coverage(Miles):	* Emission Cert Type:	3
ESP Coverage(Time):	* Emission Desc Suffix:	IPD
ESP Plan Year:	* Engine Family:	2FMXT0301F7
ESP Signature Date:		

Any comments? You can contact



webmaster

[Redacted]

2003

1736591081 LOS ANGELES

1982-827.1 8508

** TX STATUS REPORT **

AS OF OCT 18 2003 17:21 PAGE.01

CONSUMER AFFAIRS

DATE	TIME	TO/FROM	MODE	MIN/SEC	PGS	CM#	STATUS
26	10/18	17:19 7146337286	G3-9	01'06"	002	248	OK



Facsimile Sheet

TO: Charles Pernice

COMPANY: Law Offices

PHONE: (949) 440-0860

FAX: (949) 225-3995

RE: [REDACTED]

2001 Ford Escape

VIN: 1FMCU03131KB71994

FROM: Tracy Bush

COMPANY: Ford Motor Company, Consumer Affairs

PHONE: (313) 594-1624 FAX: (313) 845-6002

NUMBER OF PAGES (Including Cover): 2

COMMENTS:



Facsimile Sheet

TO: Charles Pernice

COMPANY: Law Offices

PHONE: (949) 440-0860

FAX: (949) 225-3995

RE: [REDACTED]

2001 Ford Escape

VIN: 1FMCU03131KB71994

FROM: Tracy Bush

COMPANY: Ford Motor Company, Consumer Affairs

PHONE: (313) 594-1624

FAX: (313) 845-6002

NUMBER OF PAGES (Including Cover): 2

COMMENTS:



Consumer Affairs

PO Box 6248, MD 3NE-B
Dearborn, MI 48128 USA

SENT VIA FAX AND US MAIL

October 10, 2003

Charles A. Pernice
Law Offices
Once Corporate Park Drive
Second Floor
Irvine, CA 92608

RE: [REDACTED]
2001 Ford Escape
VIN: 1FMCU03131KB71994

Dear Mr. Pernice:

This letter is in response to your contact dated October 6, 2003.

Ford Motor Company considers customer satisfaction of its owners to be one of its most important objectives. We commit substantial resources and effort in a sincere attempt to resolve the concerns of our owners.

Regretfully, we are unable to address any issues concerning this customer and vehicle, as the vehicle is no longer in the customer's possession. Based on this information, we propose no further action.

Thank you for the opportunity to review this concern.

Respectfully yours,


Tracy Bush
Consumer Affairs



Bush, Tracy (T.L.)

From: Bush, Tracy (T.L.)
Sent: Monday, October 13, 2003 11:54 AM
To: Thair, Travis (T.G.)
Subject: RE: [REDACTED] 2001 ESCAPE 1FMCU03131KB71994

Tracking: Recipient: Read
Thair, Travis (T.G.) Read: 10/13/03 11:54 AM

No, this should be all set. The customer drove the vehicle for the entire lease term and now wants his money back, however, we're not offering him anything at this level. Thanks for the follow-up.

Regards,

Tracy L. Bush
Legal Analyst
Los Angeles, San Francisco & Denver Regions
Ford Consumer Affairs
Phone: (313) 594-1624
Fax: (313) 845-5669

GO WINGS!

-----Original Message-----
From: Thair, Travis (T.G.)
Sent: Monday, October 13, 2003 11:50 AM
To: Bush, Tracy (T.L.)
Subject: RE: [REDACTED] 2001 ESCAPE 1FMCU03131KB71994

Tracy,

Is there anything you would like me to do on this one? If not thanks for the heads up.

Travis Thair
Zone Manager, Market E1
Ford Customer Service Division, Los Angeles
Phone: 849-829-1842
Cell: 949-829-6096
tthair@ford.com

-----Original Message-----
From: Bush, Tracy (T.L.)

Sent: Friday, October 10, 2003 1:54 PM
To: Thair, Travis (T.G.)
Subject: [REDACTED] 2001 ESCAPE 1FMCU03131KB71994

Travis,

I have an attorney demand on this vehicle. The customer no longer owns the vehicle. It was a lease that was turned in back in August and now the attorney wants us to refund all of the customer's money. I am sending the attorney a letter indicating that we are unable to offer assistance based on the fact that his client no longer owns the vehicle. Additionally, the customer drove the vehicle 12,803 miles in excess of his lease and had expired tags on the vehicle when he turned it in. At this time I am unaware if he ever paid FMCC the amount due.

VIN: 1FMCU03131KB71994	Year: 2001	Model: ESCAPE	Case: 1738531881
Name: [REDACTED]	Owner Status: Original	WBD: 2001-06-08	
Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP		Primary Phone:	
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND		Secondary Phone:	
Issue Type: 07 LEGAL	Issue Status: OPEN		

Regards,

Tracy L. Bush
Legal Analyst
Los Angeles, San Francisco & Denver Regions
Ford Consumer Affairs
Phone: (313) 594-1624
Fax: (313) 845-5669

GO WINGS!

eccdb2x

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN:	1FMCU03131KB71994	Vehicle Line:	T/M1 - ESCAPE (U204) (2001)	Body Style:	*
Model Year:	2001	Market Derived:	L/F - FORD DIVISION DERIVATIVE	Navis Eng Serial No:	9097E3087
Vehicle Type:	T	Drive Code:	T/A - 2 WHL L/H FRONT DRIVE	Engine:	T/LD - MOD 3 DL DOHC EFI NA V6 G*KAAD
Inv. Dealer:	05547	Body Cab Style:	- 5 DOOR LIGHT TRUCK	Transmission:	T/DJ - 4 SPD AUTO TRANS NAAD CD4E
Vehicle Status Code:	800	Version/Series:	T/EP - FORD SERIES		

Trace Eng Serial No:

-----1-----2-----3-----4-----5-----6-----7-----8-----

NA

Trace Trans Serial No:

NA

BUILD INFORMATION:

Region:	NA - #####	Plant:	AJ - KANSAS CITY PLANT BUILD
Country:	USA - #####	Prod Date:	18-MAY-2001

SALE INFORMATION:

Region:	NA - #####	Selling Dealer:	171093 - *
Country:	USA - #####	Selling Div St/Prov:	CA
		Buyer St/Prov:	CA
Arrival Date:	25-MAY-2001	Red Carpet Lease:	1
Sale Date:	09-JUN-2001	Fleet/Retail/Co. Lease:	R
Warranty Start Date:	09-JUN-2001	Modified Vehicle:	* Vehicle Count Flag:
Orig Warranty Date:	09-JUN-2001	Reacquired Vehicle:	* Vehicle Export Flag: N

EQ02-027.1 0512

VOC/EOC:

U031X87199410337e6 B 2 1903020 4D E 2M496 63 N63 2R5 5 483A25 710093 1V FX A MC364 3 2 11

MC3 6 914CA X

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/S - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	C	GVW Class Code:	C
Audio Disk:	* - [N/A]	Instrumentation:	* - [N/A]
Axle Ratio:	* - [N/A]	Mirror(Driver Side):	AD - DRIVER POWER MIRROR
Axle Type:	* - [N/A]	Mirror(Passr Side):	AD - PASS POWER CONVEX MIRROR
Battery Amp Rating:	A	Paint:	PNPW - DARK HIGHLAND GREEN C/C
Brake Code:	* - [N/A]	Power Antenna:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radio:	AT - ELETB PREM AM/FM STEREO/TECLK
Calibration Code:	0M11A30A	Sound System:	AE - AUDIOPHILE SOUND SYSTEM
Color(Account):	* - [N/A]	Steep Traction Axle:	
Color(Trim):	* - [N/A]	Tire Manufacturer:	AP -
Delivery Type:	R	Tire Brand:	08453 -
Driveshaft Code:	D	Tire Size:	281U1 - P235/70R-16 OWL A-S
Front Seat:	* - [N/A]	Traction Control:	* - [N/A]
Fuel Type:	* - [N/A]	Wheel Base:	

TIRE DOT INFORMATION:

LF: A3084531801 RF: A3084531801
 LR: A3084531801 RR: A3084531801
 LI: * RI: *

SPARE: A3084531801 DOT Plant Manufacturer: A3 - GENERAL TIRE & RUBBER CO, MOUNT VERNON, ILLINOIS, UNITED STATES

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	* Emission Code:	TC - TC
ESP Coverage(Miles):	* Emission Cert Type:	5
ESP Coverage(Time):	* Emission Detail Suffix:	HMA
ESP Plan Year:	* Engine Family:	1FMXT0301F6
ESP Signature Date:		

Any comments? You can contact

EN92-827-1 0913

webmaster

EMG-827.1 0014

eccdb2x

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 11-NOV-2003
 Note: All Costs are in US Dollars

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
1FMCU03131KB71994	M1	T/M1	T/F	T/WB	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	1	*	5001	YL8Z	3504	K8RM	S10	V87	N58	D8
AWS Claim Key:	2089202	Doc #:	15683501	Trx Code:	1	Labor Hrs:	3.4	Labor Cost:	273.32	Material Cost:	359.83	Total Cost:	633.15										
Dir Cd-Sub Cd:	05547-*	Name:	POWER FORD HUNTINGTON BEACH	Ph:	714-8426611	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	25-JUN-2001	DIST(Mile):623									
Com Comments:	NSE CUSTOMER STATES P S NOISE WHILE TURNING																						
Tech Comments:	VERIFIED FLUID LOW POUND LEAK AT STEERING GEAR SYSTEM FUNCTION GOOD REPLACED GEAR M TIME TO CHECK ALIGN AND SET TOR NO OPERATION																						
1FMCU03131KB71994	M1	T/M1	T/F	T/WB	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	2	*	6R01	YL8Z	78G1203	BAB	S08	V74	T90	42
AWS Claim Key:	2754085	Doc #:	02864401	Trx Code:	2	Labor Hrs:	2.3	Labor Cost:	172.8	Material Cost:	40.53	Total Cost:	213.33										
Dir Cd-Sub Cd:	05464-*	Name:	BURCH FORD	Ph:	562-6913225	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	17-JUL-2001	DIST(Mile):1413									
Com Comments:	POPPING CRACKING SOUND FROM UNDER DASH, THEN SMELLED LIKE ELECTRICAL FIRE, NOW AIRBAG LIGHT ON																						
Tech Comments:	DIAGNOSE AIR BAG CODE, PINPOINT TEST, REPLACE INOP L FRONT SEATBELT PRETENSIONER																						
1FMCU03131KB71994	M1	T/M1	T/F	T/WB	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	2	*	2G04	*	DIAG	*	S11	V42	D21	42
AWS Claim Key:	2754084	Doc #:	02864402	Trx Code:	507	Labor Hrs:	1.2	Labor Cost:	90.16	Material Cost:	0	Total Cost:	90.16										
Dir Cd-Sub Cd:	05464-*	Name:	BURCH FORD	Ph:	562-6913225	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	17-JUL-2001	DIST(Mile):1413									
Com Comments:	CUST STATES VEH DIED WHILE DRIVING, OCCURRED AT 35 MPH DURING BRAKING.																						
Tech Comments:	WDS TEST, SEC TEST, PINPOINT TEST, ROAD TEST 5 MILES, CALL OASIS, OK AT THIS TIME																						
1FMCU03131KB71994	M1	T/M1	T/F	T/WB	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	2	*	6809	YL8Z	14B321	CA	S08	V05	S39	42
AWS Claim Key:	2754086	Doc #:	02834101	Trx Code:	1	Labor Hrs:	2.6	Labor Cost:	195.34	Material Cost:	186.19	Total Cost:	381.53										
Dir Cd-Sub Cd:	05464-*	Name:	BURCH FORD	Ph:	562-6913225	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	26-JUL-2001	DIST(Mile):1750									
Com Comments:	DIAG AIR BAG SYSTEM																						
Tech Comments:	DIAG AIR BAG SYSTEM CODE B1877 POUND DRIVERS SEAT BELT TENSIONER DEPLOYED ONLY FINPOINT TEST WIRING INSPECT PIN MONITOR 2.2 OHMS REPLACE BUCKLE AND MONITOR PERHOTLINE																						
1FMCU03131KB71994	M1	T/M1	T/F	T/WB	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	13	*	1203	2F1Z	91460	AA	S11	V44	E29	42
AWS Claim Key:	10192553	Doc #:	08569601	Trx Code:	S07	Labor Hrs:	1.5	Labor Cost:	115.18	Material Cost:	42.59	Total Cost:	157.77										

ENR2-827.1 0318

Dir Cd-Sub Cd:	05464*	Name:	BURCH FORD	Ph:	562-6913225	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	10-AUG-2002	DIST (Mile):	17594					
Cost Comments:	CHR ENG LITE ON																			
Tech Comments:	NGS DIAG, EEC, PINPOINT HG71, MD DISPLAY ROAD TEST AND RECORD PIDS. REPLACED DPFE, RETEST AND REPROGRAMMED PCM. P1111 P0401 P1408																			
1FMCU03131KB71994	MI	T/M1	T/F	T/WE	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	20 *	GR09 *	148056 *	S08	V05	E39	42
AWS Claim Key:	12497934	Doc #:	09465701	Trx Code:	EM4	Laber Hrs:	.5	Laber Cost:	38.39	Material Cost:	0	Total Cost:	38.39							
Dir Cd-Sub Cd:	05464*	Name:	BURCH FORD	Ph:	562-6913225	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	13-JAN-2003	DIST (Mile):	27994					
Cost Comments:	CUSTOMER STATES THE AIR BAG LIGHT WILL FLASH ON AND OFF																			
Tech Comments:	LTV PERFORMED INSPECTION AND CONNECT NGS START UP TEST NO CODES ROAD TEST. UNABLE TO VERIFY.																			
1FMCU03131KB71994	MI	T/M1	T/F	T/WE	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	21 *	SR14 YLZ	144664 AA	S08	V71	N33	41
AWS Claim Key:	13204190	Doc #:	03566151	Trx Code:	EM4	Laber Hrs:	1.4	Laber Cost:	107.12	Material Cost:	47.11	Total Cost:	154.23							
Dir Cd-Sub Cd:	07946*	Name:	KEN GRODY FORD	Ph:	310-9218681	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	17-FEB-2003	DIST (Mile):	30070					
Cost Comments:	WHINING NOISE FROM SPEEDO AREA WHEN TURNING WHEEL AT LOW SPEEDS																			
Tech Comments:	BINDING CONTACT ASSEMBLY AIR BAG SLIDING REPLACE																			
1FMCU03131KB71994	MI	T/M1	T/F	T/WE	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	21 *	ZB02 *	12029 *	S11	V40	D13	01
AWS Claim Key:	13204191	Doc #:	03566152	Trx Code:	S07	Laber Hrs:	2.2	Laber Cost:	168.31	Material Cost:	0	Total Cost:	168.31							
Dir Cd-Sub Cd:	07946*	Name:	KEN GRODY FORD	Ph:	310-9218681	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	17-FEB-2003	DIST (Mile):	30070					
Cost Comments:	CHECK ENGINE LIGHT IS ON. VEHICLE IDLES RULKCH AND AT 400 500 RPMs																			
Tech Comments:	PCM WIRE LOOM BROKEN PIN POINT TEST DIAGNOSIS																			
1FMCU03131KB71994	MI	T/M1	T/F	T/WE	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	21 *	6L01 *	7804320 *	S08	V74	T90	07
AWS Claim Key:	13204192	Doc #:	03566153	Trx Code:	EM4	Laber Hrs:	2.6	Laber Cost:	198.92	Material Cost:	0	Total Cost:	198.92							
Dir Cd-Sub Cd:	07946*	Name:	KEN GRODY FORD	Ph:	310-9218681	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	17-FEB-2003	DIST (Mile):	30070					
Cost Comments:	WEATHERSTRIP FOAM UNDER FRONT WINDSHIELD BY TOP OF DASH IS COMING APART																			
Tech Comments:	POOR FIT INSTRUMENT PANEL ACCESS																			
1FMCU03131KB71994	MI	T/M1	T/F	T/WE	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	24 *	ER01 YLZ	7861203 BAA	S08	V01	E39	42
AWS Claim Key:	14650971	Doc #:	10216301	Trx Code:	B84	Laber Hrs:	2.3	Laber Cost:	176.6	Material Cost:	43.3	Total Cost:	219.9							
Dir Cd-Sub Cd:	05464*	Name:	BURCH FORD	Ph:	562-6913225	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	20-MAY-2003	DIST (Mile):	34994					
Cost Comments:	AIR BAG LIGHT ON																			
Tech Comments:	DIAG AIR BAG CODE B1877 ALSO INOP BUCKLE. PERFORMED INSPECTION AND DIAG AIR BAG ALSO NEED EXTRA TIME FOR SIDE AIR BAG. REPLACED INOP SEAT BELT.																			
1FMCU03131KB71994	MI	T/M1	T/F	T/WE	T/EF	T/A	AJ	T/DJ	T/LD	18-05-01	09-06-01	171093	USA	24 *	1HR3 ZFIZ	91460 AA	S11	V44	E39	42
AWS Claim Key:	14650962	Doc #:	10216302	Trx Code:	S07	Laber Hrs:	1.5	Laber Cost:	115.16	Material Cost:	42.99	Total Cost:	157.77							
Dir Cd-Sub Cd:	05464*	Name:	BURCH FORD	Ph:	562-6913225	St:	CA	City Cd:	USA	Reg Cd:	NA	Repr Date:	20-MAY-2003	DIST (Mile):	34994					
Cost Comments:	CUST STATES CHECK ENG LIGHT ON																			
Tech Comments:	HOOKUP NGS RUN DIAG TESTS REPLACE DEFECTIVE DPFE SENSOR																			

ENG-027-1 0918

M1	T/M1	T/P	T/AWE	T/EF	T/A	AJ	T/DI	T/LD	18-05-01	09-06-01	171093	USA	24 *	1P06	1L8Z	EA080	BB	509	V83	G29	42
AWS Claim Key:		14385888	Doc #: 10216304	Trx Code:	EM4	Labour Flw:	.5	Labour Cost:	38.39	Material Cost:	53.29	Total Cost:	91.68								
Dir Cat-Sub Cat:		D5464 *	Name:	BUECH FORD	Plc:	562-6913225	St:	CA	City:	USA	Reg Cat:	NA	Repr Date:	20-MAY-2003	D8ST		(Mile):34994				
Cust Comments:		CHK LOW COOLANT LIGHT ON																			
Tech Comments:		INOP COOLANT BOTTLE. PERFORMED INSPECTION AND REPLACED INOP COOLANT BOTTLE.																			

Any comments? You can contact

webmaster

EM82-827.1 8517

...:28.212&ISSUE_UPDATE_ID_C=TBUSH3%20%20&USER_ID_C=TBUSH3%20%20&STATUS_STATUS_C=C%20&ISSUE_11/19/03

Print

VIN: 1FMCU03131KB71994 Year: 2001 Model: ESCAPE Case: 1736531981
 Name: [REDACTED] Owner Status: Original WSD: 2001-08-09
 Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP Primary Phone:
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone:
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK
 Dealer: 05464 BURCH FORD
 Odometer: 1 MI Comm Type: MAIL
 Analyst Name: LEICH, CHERIE Analyst: CLEICH
 Action Date: 10/10/2003 Action Time: 12.30.28.212 Action Data: Yes

Comments *****ATTORNEY DEMAND***** DATE STAMPED 10-10-03. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR AIR BAG LIGHT INDICATOR, STALLING ON FREEWAY AND A NOISY AND UNSAFE STEERING MECHANISM. ATTORNEY STATES "NO LOAN PAYOFF IS REQUIRED SINCE THIS VEHICLE'S LEASE HAS EXPIRED AND IT HAS BEEN RETURNED TO FORD". ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	CHARLES A. PERNICE ATTORNEY AT LAW
ATTORNEY NAME	CHARLES A. PERNICE
ATTORNEY PHONE NUMBER	9494400860

Action: MAKE OUTBOUND CALL TO OTHER Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Dealer: 05464 BURCH FORD
 Odometer: 36823 MI Comm Type: EMAIL
 Analyst Name: BUSH, TRACY (T.L.) Analyst: TBUSH3
 Action Date: 10/10/2003 Action Time: 17.08.49.337 Action Data: Yes

Comments PER ATTORNEY'S LETTER AND FMCC, CUSTOMER NO LONGER OWNS VEHICLE. LEASE TERM WAS 8/03. EMAIL SENT TO CSM.

Data Element Name	Data Value
CONTACT PERSON	TRAVIS THAIR

Action: FINAL CASE DISPOSITION Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Dealer: 05464 BURCH FORD
 Odometer: 36823 MI Comm Type: FAX
 Analyst Name: BUSH, TRACY (T.L.) Analyst: TBUSH3

ENR2-927.1 0516

Action Date: 10/10/2003

Action Time: 17.10.33.547

Action Date: No

Caller Information if Different From Vehicle Owner:

First Name
CHARLES

Middle Initial

Last Name
PERNICE

Day Phone

Relationship
ATTORNEY

Comments CUSTOMER NO LONGER OWNS VEHICLE. LEASE TERM BY 03. NO ASSISTANCE OFFERED DUE TO CUSTOMER NO LONGER HAS POSSESSION OF VEHICLE. SENDING ATTORNEY LETTER VIA FAX AND US MAIL.

EP02-927.1 0319

CHARLES A. PERNICE
ATTORNEY AT LAW
ONE CORPORATE PARK DRIVE
SECOND FLOOR
IRVINE, CALIFORNIA 92605
TELEPHONE (949) 440-0800
FAX (949) 228-3888

CASE:
1736531381
Region: 71
Tracy

CONSUMER AFFAIRS
SECTION

3 OCT 10 AM 1:15

October 6, 2003

Manager/Customer Relations
Ford Motor Company
Consumer Affairs -- Litigation Department
P.O. Box 6248, Mail Drop 3 NE - B
Dearborn, MI 48126-4207

Re: [REDACTED] vs. Ford
VIN 1FMCU03131KB71994
2001 Ford Escape

Dear Manager Customer Relations:

This office represents [REDACTED] concerning his lease of a 2001 Ford Escape beginning June 1, 2000. I enclose a copy of the vehicle contract, along with copies of other relevant documents including the repair orders describing the complaints and work done while the vehicle was at your authorized Ford repair facilities. [REDACTED] contends that he has complied with all scheduled maintenance requirements under his warranty and has kept the vehicle in otherwise excellent condition. Please note that this vehicle complies with the requirements of the Consumer Warranty Act (Song Beverly Act) because all of the maintenance and repairs were done while it was covered by Ford's express warranty.

We are hereby notifying you that this vehicle now qualifies under the California "Lemon Law" (Civil Code Sections 1793.2 et seq.) for repurchase and reimbursement. Civil Code Section 1793.22(b) establishes the standard for the presumption that a vehicle is a "lemon" within the definitions of the "Lemon Law," and that it includes a new vehicle "bought or used for business and personal, family or household purposes by a person, including businesses "to which not more than five vehicles are registered." That section states as follows:

It shall be presumed that a reasonable number of attempts
have been made to conform a new motor vehicle to the applicable express

warranties if, within 18 months from delivery to the buyer or 18,000 miles on the odometer of the vehicle, whichever occurs first, one or more of the following occurs:

- (1) The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity.
- (2) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the nonconformity.
- (3) The vehicle is out of service by reason of repair of nonconformities by the manufacturer or its agents for a cumulative total of more than 30 calendar days since delivery of the vehicle to the buyer.

Within one month of the car's lease and with only 621 miles on it, this car began to experience a condition that was likely to cause death or serious bodily injury if the vehicle was driven. These problems made the vehicle feel unsafe throughout the entire lease period. It is ironic that this vehicle was originally leased as a family vehicle to transport a family with very young children and was pitched as a very safe car with an alleged reliable safety record. [REDACTED] only discovered that the 2001 was this model's first year until after the sale was made. The Bentley's never did feel safe driving this car, especially when the children rode along.

The first safety issue was addressed by a dealership on 6/25/01. The vehicle had only 623 miles on it when a pronounced whining noise was emanating from the *steering column* when turning. The dealership had the car for two days while they repaired a rack and pinion gear that had several teeth sheared off, causing a lubricant leak and erratic steering along with the pronounced whine while turning the wheel.

On 7/17/01 the vehicle again went to the dealership for three days with 1413 miles on it. The *Airbag light* came on after the driver-side seat-belt pre-tensioner shorted, causing the entire active-restraint system to shutdown and rendering both front seat belts useless. The engine was also stalling when braking from high speeds.

On 7/26/01 the vehicle was returned to the dealer for five days with 1750 miles on it for the same *Airbag warning light*. Once again the airbag light had activated after the driver-side seat-belt pre-tensioner shorted, causing the entire active-restraint system to shutdown and rendering both front seat belts useless. * Please note that this was the 2nd attempt for a safety issue that resulted in a condition that was likely to cause death or serious bodily injury if the vehicle was driven.

██████ contends that these repair attempts resulted in four severe safety-related failures: the steering gear, the car stalling at high speeds, and two failures of the SRS system. As a result, and due to fear for their children's safety, the vehicle became a commuter car instead of a family car.

On 8/9/02, the vehicle went again to the dealer for one full day. The *check-engine light* was on, the engine was very rough, and the vehicle stalled repeatedly. The vehicle had 17,594 miles on it.

On 1/10/03, the car went to the dealer for one full day. The *air bag light* began flashing intermittently in a code of 6-4. Also, the *steering column* again emanated a severe high-pitched whine when turning, similar to the first incident on 6/9/01. The dealer claimed to be unable to verify either of the problems and did nothing to repair the problem.

On 2/18/03, the vehicle was taken to another dealership and was held for two full days. Again the *air bag light* was flashing the 6-4 code, the *steering column* continued to whine when turning, and the *check-engine light* was on accompanied by a very rough engine and repeated stalling. A clock spring and instrument cluster for the airbag system was replaced to eliminate the noises and air-bag warning light. When picked-up from the dealership, the dealer was immediately told that the steering noise was still present; the attendant suggested that the noise would go away within a week. The noise has persisted for the remainder of the lease. Finally, the PCM wire loom was replaced to correct the engine problems and stalling.

On 5/14/03, the vehicle again went to the dealership for two days. The *air-bag light* was on, the *check engine light* was on, the *steering column* was still noisy when turning, and the low-coolant light was on. A seat belt and buckle was replaced, as well as some unspecified work performed requiring "extra time." The DPFE sensor was replaced and the PCM was reprogrammed. Again the dealer was unwilling to acknowledge the noisy steering column. The coolant bottle was also replaced. After the vehicle was returned from the visit on 5/14/03, the steering column noise was still apparent. Very soon after, the air-bag warning light comes on; it remained on intermittently thereafter until the end of the lease. ██████ has photos to verify this contention.

The preceding history discloses that this vehicle was in for repairs on five (5) occasions for reoccurring *air-bag failures*, a situation which persist through the end of the lease. The vehicle was in to the dealer four times for a noisy and unsafe steering mechanism, an issue that had not been corrected, or even directly addressed, after the first repair. And the vehicle was in for repairs *four* times for reoccurring issues with *stalling* while driving. Combined, these issues caused ██████ to lose confidence in the safety of this car. It is only by sheer luck that the engine stalls on the freeway, the steering failures did not result in an accident where the airbags could have failed to deploy or the seat belts not restrained the passengers.

Since this car was in for repairs on (5) occasions for reoccurring air-bag defect, it appears that [REDACTED] qualifies for reimbursement under the Lemon Law [safety] presumption referenced above.

In these circumstances, the remedies of Civil Code Section 1793.2(d)(2) apply. That section provides:

If a manufacturer or its representative in this state is unable to service or repair a new motor vehicle, . . . to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle in accordance with subparagraph (A) or promptly make restitution to the buyer in accordance with subparagraph (B). However, the buyer shall be free to elect restitution in lieu of replacement, and in no event shall the buyer be required by the manufacturer to accept a replacement vehicle.

[REDACTED] requests restitution herein in accordance with Civil Code Section 1793.2 subparagraph (B) within thirty (30) days of your receipt of this letter in accordance with the provision of subparagraph (B) of Civil Code Section 1793.2(d)(2), which provides:

In the case of restitution, the manufacturer shall make restitution in an amount equal to the actual price paid or payable by the buyer, including any charges for any charges for transportation and manufacturer-installed options, but excluding non-manufacturer items installed by a dealer or the buyer, and including any collateral charges such as sales tax, license fees, registration fees, and other official fees, plus any incidental damages to which the buyer is entitled under Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer.

We hereby respectfully demand that you comply with the provisions of the California "Lemon Law" provisions set forth above, and reimburse [REDACTED] as required by paragraph (2) of subdivision (d) of Section 1793.2 of the Civil Code. This letter is intended as written notice to you requesting that you comply with this provision and provide reimbursement for all of his lease payments and the following items:

1. Down payment: \$7100.49
2. Payments: 24 x \$435.59 = \$10,454.16
3. Attorneys' fees to date: \$3000
4. Registration Fees: \$675.00

TOTAL: \$22,229.16

No loan payoff is required since this vehicle's lease has expired and it has been returned to Ford. Documentation in this regard is also enclosed.

Unless our client is reimbursed for this amount within thirty days of your receipt of this letter, we will commence legal proceedings to recover this amount, together with additional damages as provided by California law. These damages include a mandatory award of attorneys' fees pursuant to Civil Code Section 1794 (d). In addition, we will take your refusal to comply with your legal obligation to constitute a willful failure as defined in Civil Code Section 1794(c) which provides:

If the buyer establishes that the failure to comply was willful, the judgment may include, in addition to the amounts recovered under subdivision (a), a civil penalty which shall not exceed two times the amount of actual damages.

In addition, please be aware of the provisions of California Civil Code Section 1794 (e) which provides in part:

(1) Except as otherwise provided in this subdivision, if the buyer establishes a violation of paragraph (2) of subdivision (d) of section 1793.2, the buyer shall recover damages and reasonable attorney's fees and costs, and may recover a civil penalty of up to two times the amount of damages (3) After the occurrence of the events giving rise to the presumption established in subdivision (b) of Section 1793.22, the buyer may serve upon the manufacturer a written notice requesting that the manufacturer comply with paragraph (2) of subdivision (d) of Section 1793.2.(4) If the buyer serves the notice described in paragraph (3) and the manufacturer complies with paragraph (2) of subdivision (d) of Section 1793.2 within 30 days of the service of that notice, the manufacturer shall not be liable for a civil penalty pursuant to this subdivision.

PLEASE TAKE NOTICE that this letter constitutes a written notice to you requesting your compliance with paragraph (2) of subdivision (d) of Section 1793.2. This notice is served upon you in compliance with the requirements of Civil Code Section 1794(e)(3). Unless you comply with paragraph (2) of subdivision (d) of Section 1793.2 within thirty days of the service of this notice, the plaintiff may recover a civil penalty of up to two times the amount of damages for such failure.

We trust you will recognize your obligations to [REDACTED] pursuant to the California statutes referenced above. Please contact me at your earliest convenience if you have any questions or need any further information to resolve this claim.

Very truly yours,


Charles A. Pernice

Enclosures



LA HABRA DR. CA
 HUNTINGTON BEACH, CA 92648

882-827.1 0525



Ford Credit is Ford Motor Credit Company. The "Holder" is FORD CREDIT FINANCIAL TRUST CO. and it assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum if it is attached to this lease.

New/Used/Depo	Mileage at Delivery	Year/Make/Model	GVW if Truck (lbs.)	Vehicle ID #	Vehicle Use
NEW	00	2001 FORD TRUCK EBCODE		1FMCU931316871994	

1. Amount Due At Lease Signing or Delivery (Amount below)	2. Monthly Payments Your first monthly payment of \$ 435.59 is due on 05/03/05 by 23 payments of \$ 435.59 due on the day of each month. The total of Your monthly payments is \$ 18514.59	3. Other Charges (not part of Your monthly payment) - Disposition fee (if You do not purchase the Vehicle) N/A N/A N/A Total	4. Total of Payments (The amount You will have paid by the end of the lease) 18514.57
---	---	--	--

5. Amount Due At Lease Signing or Delivery:	6. How the Amount Due at Lease Signing or Delivery will be paid:
a. Capitalized cost reduction \$ 7100.49	a. Net trade-in allowance \$ N/A
b. First monthly payment \$ 435.59	b. Rebate and non-cash credits \$ 2500.00
c. Reliable security deposit N/A	c. Amount to be paid in cash \$ N/A
d. Title fees N/A	
e. Registration fees \$ 378.00	
f. California Sales Tax on Copied \$ 532.54	
g. DOC REG 45.00/DOC TAX 3.75 \$ 48.75	
h. N/A	
Total \$ 8500.00	Total \$ 2500.00

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ 25549.00) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) \$ 28514.00 (limited below)	
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash that You pay that reduces the gross capitalized cost \$ 7100.49	
c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment \$ 21413.51	
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment \$ 14337.75	
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term \$ 6775.76	
f. Net change. The amount charged in addition to the depreciation and any amortized amounts that the net change \$ 978.99	
g. Total of lease monthly payments. The depreciation and any amortized amounts plus the net change \$ 24	
h. Lease payments. The number of payments in Your lease + 74	
i. Base monthly payment = 485.00	
j. Monthly lease / use tax + 28.59	
k. N/A + N/A	
l. N/A + 435.59	
m. Total monthly payment = 24	
n. Lease term in months	

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless you purchase the Vehicle, You must pay to Lessor 15 cents per mile for each mile in excess of 24000 miles shown on the odometer. See items 20 and 24 on back and the Wear-Care Addendum if it is attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of N/A cents per unused mile for the number unused miles between N/A and N/A miles, less any amount You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, and in default of payment.

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>25649.00</u>) and any items you pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (entered below)	28514.00
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that you pay that reduces the gross capitalized cost	7388.49
c. Adjusted capitalized cost. The amount used in calculating your base monthly payment	21125.51
d. Residual value. The value of the Vehicle at the end of the lease used in calculating your base monthly payment	14337.78
e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	6875.81
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	2848.99
g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	9724.80
h. Lease payments. The number of payments in your lease	4
i. Base monthly payment	2431.20
j. Monthly sales / use tax	38.39
k. <u>N/A</u>	N/A
l. <u>N/A</u>	N/A
m. Total monthly payment	435.55
n. Lease term in months	24

\$\$

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of the lease, unless you purchase the Vehicle, you must pay to Lessor 15 cents per mile for each mile in excess of 24000 miles shown on the odometer. See items 20 and 24 on back and the Wear-Care Addendum if it is attached to the lease for additional excess wear and use terms.

9. Extra-Mileage Option Credit. At the scheduled end of the lease, you will receive a credit of N/A cents per unused mile for the number of unused miles between N/A and N/A miles, less any amount you owe under this lease. You will not receive any credit if the vehicle is destroyed; if you terminate your lease early, exercise any purchase option, or if credit is less than \$1.00.

10. Purchase Option at End of Lease Term. Your total lease and taxes is four years and purchase option price. You have the option to purchase the Vehicle from Lessor for cash for the purchase option price at the end of the lease term if you are not in default. You may purchase the Vehicle from Lessor at any time for the sum of the Unpaid Adjusted Capitalized Cost plus all other amounts then due under this lease.

Other Important Terms: See your lease documents for additional information on any maintenance, purchase option and insurance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

Agreed Upon Value of the Vehicle	Sales/Use Tax & Other Applicable Taxes	Title Fees	License & Registration Fees	Extended Warranty & Service Contract	Lessor Services	Acquisition Fee
\$ <u>25649.00</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>
Documentation Fee (not governmental fee)	Life & Disability Insurance Premiums	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>	+ \$ <u>N/A</u>
						Total Gross Capitalized Cost
						<u>28514.00</u>

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

EXTENSION
60 MONTH / 75000 MILES

If the Vehicle is of a type normally used for personal use and the Lessor or sales representative provides a written warranty or service contract for the Vehicle within 30 days from the date of this lease, you get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, you understand and agree that there are no such implied warranties covered or otherwise required by law.

17. LIFE, DISABILITY AND OTHER INSURANCE These coverages are not required to enter into this lease and will not be provided unless you sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to you this date and are for the term of the lease:

Life Insurance	<u>N/A</u>	Initial Coverage Amount	<u>N/A</u>
Disability Insurance	<u>N/A</u>	Monthly Coverage	<u>N/A</u>
Health Insurance	<u>N/A</u>	Premium	<u>N/A</u>
Other Insurance	<u>N/A</u>	Insured	<u>N/A</u>

Signature: _____
 Date: _____

13. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after the due date. The charge is 7.5% of the full amount of the

12. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

13. MAINTENANCE The Vehicle is covered by any maintenance plan provided by the manufacturer or distributor of the Vehicle.

If the Vehicle is of a type normally leased for private use and the Lessor is the Vehicle's manufacturer, dealer, or a private party or service contract covering the Vehicle shall be in effect from the date of this lease. You are implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no implied warranties of merchantability and fitness for a particular purpose covering the Vehicle.

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after the due date. The charge is 7.5% of the net amount of the scheduled payment of \$100.00, whichever is less.

15. LESSOR SERVICES N/A
(See Item 13 on back)

16. OFFICIAL FEES AND TAXES The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the jurisdiction in which the value of the leased property at the time a fee or tax is assessed.

18. Description of Trade-In: Year/Make/Model

17. LIFE, DISABILITY AND OTHER INSURANCE These coverages are not required to be provided unless You sign below. If insurance is obtained by Lessor, the coverages are shown in a notice given to You this date and for the term of the lease.

Life Insurance: N/A
Disability Insurance: N/A
Other Insurance: N/A

Monthly Coverage: N/A
Premium: N/A
Insured Signature: N/A

Agreed Upon Gross Value: N/A
See Item 5, above, for net trade-in allowance

You specifically waive the right to keep any residence address confidential as required by Section 1808.21 of the California Vehicle Code.

THANK IS NO COOLING OFF PERIOD
California law does not provide for a "cooling off" or other cancellation period for Vehicle leases. Therefore, You cannot later cancel this lease simply because you change Your mind, decided the Vehicle costs too much, or wish You had acquired a different vehicle. You may cancel this lease only with the agreement of the Lessor or for legal cause, such as fraud.

You have the right to return the Vehicle, and receive a refund of any payments made if the credit application is not approved, unless nonapproval results from an incomplete application or from incorrect information provided by You.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this

Lessor: [Redacted] Title: _____
Co-Lessor: _____ By: _____ Title: _____

(1) Do not sign this lease before You read it or if it contains any blank spaces to be filled in; (2) You are entitled to a completely filled in copy of this lease; (3) Warning—Unless a charge is included in this lease for public liability or property damage insurance, payment for that coverage is not provided by this lease.

NOTICE: You state that You have been given notice of an assignment of this lease by the Lessor to Holder and a filled

Lessor: [Redacted] Title: _____
Co-Lessor: _____ By: _____ Title: _____

Lessor is hereby notified that Holder has assigned to "intermediary", as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease - WOR Plan agreement between Lessor and Holder unless otherwise indicated here:
Lessor: HUNTINGTON BEACH Ford By: [Signature] Title: 17612

	DATE	ACTIVITY	COST	TOTAL	VERIFYING DOC
FIRST YEAR 1-2001	6/1/2001	CAPITALIZED COST REDUCTION	\$7,100.48		
	6/1/2001	1st MONTH PAYMENT	\$435.59		
	6/1/2001	REGISTRATION FEES	\$378.00		
	6/1/2001	CA TIRE FEE	\$5.00		
	6/1/2001	TAX ON CAPITALIZED COST REDUCTION	\$832.64		
	6/1/2001	DOC FEE INCLUDING TAX	\$48.38	\$8,500.00	
FIRST YEAR 1-2001	7/9/2001	PAYMENT	\$435.59		MONI
	8/9/2001	PAYMENT	\$435.59		MONI
	9/9/2001	PAYMENT	\$435.59		MONI
	10/9/2001	PAYMENT	\$435.59		MONI
	11/9/2001	PAYMENT	\$435.59		MONI
	12/9/2001	DEFERRED PAYMENT	\$145.19	\$2,323.14	MONI
FIRST YEAR 1-2002	1/9/2002	DEFERRED PAYMENT	\$145.19		MONI
	2/9/2002	PAYMENT	\$435.59		MONI
	3/9/2002	PAYMENT	\$435.59		MONI
	3/25/2002	OIL CHANGE *	\$35.99		SPEEDEE, LA HABRA
	4/9/2002	PAYMENT	\$435.59		MONI
	5/9/2002	PAYMENT	\$435.59		MONI
	6/9/2002	PAYMENT	\$435.59		MONI
	7/9/2002	PAYMENT	\$435.59		MONI
	8/9/2002	PAYMENT	\$435.59		MONI
	9/9/2002	PAYMENT	\$435.59		MONI
	10/9/2002	REGISTRATION FEES	\$297.00		
	10/9/2002	PAYMENT	\$435.59		MONI
	11/9/2002	PAYMENT	\$435.59		MONI
	11/15/2002	TIRES REPAIRED (SEE 2/1/03) *	\$15.00		TOYOTA OF BUENA PAI
12/9/2002	PAYMENT	\$435.59	\$5,284.67	MONI	
FIRST YEAR 1-2003	1/9/2003	PAYMENT	\$435.59		MONI
	2/1/2003	REPLACE HAZARD-DAMAGED TIRES *	\$178.02		AMERICAN TIRE DEI
	2/9/2003	PAYMENT	\$435.59		MONI
	2/17/2003	RENTAL W/ KEN GRODY INVOICE W35651	\$83.00		ENTERPRISE AG
	3/9/2003	PAYMENT	\$435.59		MONI
	4/9/2003	PAYMENT	\$435.59		MONI
	5/9/2003	PAYMENT	\$435.59		MONI
	6/9/2003	PAYMENT	\$435.59		MONI

	7/6/2003	PAYMENT	\$435.58	\$3,282.01	MONTH
	8/19/2003	VEHICLE RETURNED	\$0.00		
	9/18/2003	MILEAGE CHARGES **	\$1,920.45		CLOSING STATEMENT
	9/18/2003	TAX ON EXCESS CHARGES **	\$148.63	\$2,099.28	CLOSING STATEMENT
	TOTAL EXPENSES REQUIRING REIMBURSEMENT			\$21,459.10	

AUT
 O
 NATI
 ON
 REP
 USE
 S
 TO
 PER
 FOR
 M
 SER
 VICE
 IN
 ACC
 ORD
 ANC
 E
 WIT
 H
 EXT
 END
 ED
 SER
 VICE
 PLA
 N
 FLA
 N
 PUR
 CHA
 SE
 WAS
 REQ
 UIR
 ED
 BY
 MUN
 ICIP
 ALITY
 OF
 BEA
 CH
 FOR
 DIS
 PENS
 A
 NCE
 MAN
 AGE
 R
 TO
 BEA
 CH
 FOR
 DIS
 PENS
 A
 NCE
 MAN
 AGE
 R
 TO
 CLO
 SE
 THE
 DEA
 L
 MR.
 BEN
 TLE
 Y
 ON
 GOV
 ERN

FORD CREDIT...WE CAN MAKE IT HAPPEN.

Account Number	Vehicle Description	VIN	Statement Date	Lease-End Date
9000002772978	2001 ESCAPE	1FMCU03101KB71884	04/19/2003	05/01/2003



For address changes or other communication, feel free to contact us.

Customer Service Center

1-800-727-7000 Mon - Sat 7am to 8pm CST

Website Address

www.fordcredit.com

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Amount
03/31/2003	Payment Received	\$ 454.14

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
05/06/2003	Previous Due	\$ 439.06
05/06/2003	Lease Payment Due	\$ 408.20
05/06/2003	Tax	\$ 31.40

Payments received at a location other than the remittance address shown below may delay crediting your account, unless otherwise provided by law.

If you disagree with the amount necessary to pay off your account, send all communications regarding your disputed payoff and related payments to:

Ford Credit
c/o Correspondence
P.O. Box 238801
Las Vegas, NV 89123-8048

All other payments should be mailed to:

Ford Credit
P.O. Box 7172
Resident, CA 91106-7172

Your lease is nearing conclusion, but the experience of driving a new vehicle doesn't have to end. There are many reasons to lease or purchase another vehicle from Ford Motor Company: an extensive vehicle lineup designed to meet your needs, attractive monthly payments and the excitement of getting behind the wheel of a brand new vehicle are just a few.

As required by law, in some states, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

DETACH AND RETURN REFUNDANCE COUPON BELOW FOR EACH ACCOUNT PAID

11

Ford Motor Credit Company

Dealer Return Responsibility Form

- 1. This form is to be completed by the dealer when a vehicle is returned to Ford Motor Credit Company.
- 2. Complete this form and sign the applicable dealership line at the bottom of this form.
- 3. Indicate if the terminated lease was purchased by Dealer Lessee

The Following Section Must Be Completed

Customer Name: [Redacted]
Class: [Redacted]

The Following Section Must Be Completed

1. Check appropriate boxes in Section 1.
2. Sign at the bottom of the form where indicated.

3. Do not let lease term expire.
4. Check appropriate boxes in Section 2.
5. Sign at the bottom of the form where indicated.

The Following Section Must Be Completed

- I have received proceeds by check.
 - I have received proceeds by cash.
 - I have received proceeds by other means.
- underlying's right. I do and intend to pay to the rental security deposit in the amount of \$ [Redacted] and/or the refund of prepaid rental mileage in the amount of \$ [Redacted].
- No refund due. Charges exceed rental security.
 - No refund due. Rental security waived at lease inception.
 - No refund due. Rental security was deducted from the early termination question amount.
- [Redacted] is responsible for returning the amounts shown above.

Ford Credit has assigned to QI Exchange, LLC (acting solely as Ford Credit's qualified intermediary) Ford Credit's rights (but not its obligations) with respect to the sale of this vehicle, including any security deposit applied to the purchase.

Signature of Dealer's Representative: [Redacted] Date: [Redacted]
Co-Lessee Signature: [Redacted] Date: [Redacted]

EM02-027.1 0531



FORD MOTOR CREDIT COMPANY

Exp. red tags

RCLCOP Vehicle Condition Report

1007284

Account Number: 27722978 Date Reported - Dealership: 8/19/03 Year: 2001 Make: Ford Model: ESCAPE Body Style: GLX Color: Green

Scheduled Termination Date: 8/19/03 Ford Credit Branch: _____

Vehicle Identification Number: 1F1MK12111311618711584 Vehicle Reported From: Customer Name: _____ Phone No.: _____
 Other Address: _____

Dealer Name (Vehicle Location): _____ Date Available For Transport (Pickup): 8/4/03 36.88

#	ITEM	CONDITION	COMMENT
1	Headliner	OK	
2	Seats		
3	Panel	Scratched	
4	Carpets/Floor Mats	Scratched	
5	Trunk	OK	
6	Engine	OK	
7	Transmission	OK	
8	Brakes	OK	
9	Steering/Power	OK	
10	A/C	OK	
11	Windows/Locks/Beats	OK	
12	Sound System (Factory)	OK	
13	Instrumentation	OK	
14	Odometer	OK	
15	Cellular Phone	OK	
16	Frame/Undercarriage	OK	
17	Front Bumper	Scratched	
18	Grill	OK	
19	Hood	OK	
20	R/Fender	OK	
21	R/F Door	Scratched	
22	R/R Door	Scratched	
23	R/Quarter Panel	OK	
24	R/Quarter Panel	OK	
25	Trunk Deck	OK	
26	Rear Bumper	OK	
27	L/Quarter Panel	OK	
28	L/R Door	Scratched	
29	L/F Door	Scratched	
30	L/Rocker Panel	OK	
31	L/Fender	OK	
32	Rood/Bumper	OK	
33	Light/Lenses	OK	
34	Tires	OK	
35	Spare/Jack	OK	
36	Wheels/Cover	OK	
37	Windshield	OK	
38	Other		
39	Orig./Add-on Equip. Intact		
40	Missing Parts	OK	
41			
42			
43	TOTAL ESTIMATED COST		
44	Wear Care Waiver Amount (Less Exclusions)		

Complete following section if customer is not purchasing vehicle 6823

1. Excess Mileage Charges
 a. Miles Driven During Term 24020
 b. Mileage Allowed 24020
 c. Excess Miles (a - b) _____
 d. Charge per Excess Mile 12.80
 e. Excess Mileage Charge (c x d) 306.60
 (If 1. a. > \$0.00, go to Section 2 to calculate Unused Mileage Credit)

2. Excess Wear & Use Charges Due from Customer _____
 3. Due for Late Payment of Vehicle _____
 4. Estimated Excess Charges (1 + 2 + 3) _____
 5. Estimated Tax on Excess Charges (Line 4 x Applicable Tax Rate) 8.25
 6. Disposal Fee (DDP) _____
 7. Other Amounts Due
 Payments Owed + Late Charges 149.60

8. Total Charges (4 + 5 + 6 + 7) 149.60

9. Rental Security Deposit _____
 10. Credit from Section 11 _____
 11. Amount Due Now (8 - 9 - 10) 3579.82
 (If Negative Amount, insert on line #12)

Payment included? YES _____ NO _____

12. Amount To Be Refunded To Customer
 To be refunded by dealer
 To be refunded by Ford Credit
 My refund was applied to a new transaction. I therefore assign and set over to _____ all of the undersigned's right, title and interest in and to the rental security deposit in the amount of \$ _____ and/or the refund of prepaid extra mileage in the amount of \$ _____

Complete following section if additional mileage purchased at contract inception, and Miles Driven During Term do not exceed the Mileage Allowed. (Use method B for Mileage Banding.)

A. Unused Mileage Refund (Credit for Leases starting August 2000)
 a. Mileage Allowed _____
 b. Miles Driven During Term _____
 (Insert Standard Mileage Allowance if Miles Driven During Term is less than Standard.)
 c. Unused Miles Purchased (a - b) _____
 d. Price per additional mile "purchased" at contract inception _____
 e. Total Credit for Unused Mileage (c x d) _____

OR

B. Mileage Banding (Credit for Leases prior to August 2000)
 a. Mileage Allowed _____
 b. Miles Driven During Term _____
 (Insert Standard Mileage Allowance if Miles Driven During Term is less than Standard.)
 c. Unused Miles Purchased (a - b) _____
 d. Unused Mileage Bands (of 2,500) _____
 e. Total Mileage Refund (d x 1% WSPRP) _____

If the Estimated Collision Damage (Item 8) exceeds the Customer's insurance Deductible, complete below (RCL only):
 Claim filed? Yes No Insurance Co. _____
 Claim paid? Yes No Phone Number: _____
 Attach Explanation: _____ Policy No. _____

Dealer Check List: VCR Report Copy in Vehicle Estimate for Damage Customer Signature Customer Payment Customer Service Records Registration/Tax Receipt

*RCL may not include all unpaid parking violations or miscellaneous amounts. Undersigned may be obligated for other amounts under lease agreements.
 **COP accounts must have all payments attached to be eligible for sale to creditor option.
 The undersigned hereby certifies that the above described vehicle was delivered in the manner and condition noted above and Customer agrees to pay the amount set forth even if the vehicle is damaged or destroyed during the term of the lease.

Customer's Signature: _____ Date: 8/19/03 Dealer: Mark Zell Date: 8/19/03

EB82-827.1 8/02

ACCOUNT NUMBER 027722974

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that the lessee/transferee disclose the mileage to the lessor/transferee in connection with the transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. Complete disclosure form below and return to lessor/transferee.

I, [Redacted] state that the odometer now reads 36,823 miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Make Ford Model 2001 Escape Body Type SLV
 Vehicle Identification Number 1FMCU03131KB7194 Year 2001

Lessee's/Transferee's Name [Redacted] Lessor's/Transferee's Name Ford Credit Titling Trust
 Ford Motor Credit Company
 Lessor's/Transferee's Address [Redacted] Lessor's/Transferee's Address P.O. BOX 106704 ATLANTA, GA 30346

W. Harbor GA [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]

Lessee's/Transferee's Signature [Redacted] Lessor's/Transferee's Signature [Signature]
 Title [Redacted] Title Manager
 Date of Statement 8/9/03 Date Received by Lessor/Transferee 8/9/03

Note To Dealer
 The rights (but not the obligations) with respect to the sale of this vehicle, including any security deposit applied to the purchase, have been assigned to QI Exchange, LLC (acting solely as a qualified intermediary).

NOTICE OF RELEASE OF LIABILITY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ILLERS COPY



Dear Customer:

This is to inform you that the FINAL PAYMENT for your Lease Contract is due.

Thank you for financing your vehicle with us. We hope you will consider our services again when you purchase or lease another vehicle. If you have any questions, please call us at the toll-free number below.

FORD CREDIT...WE CAN MAKE IT HAPPEN.

Account Number	Vehicle Description	Account ID	Lease Start Date	Lease End Date
000000772278	2001 ESCAPE	1FMCU03131KB71904	09/18/2003	09/18/2003



For address changes or other communication, feel free to contact us.

Customer Service Center

1-877-235-8895 Mon-Fri 8am - 8pm EST

Website Address

www.fordcredit.com

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Amount
07/24/2003	Payment Received	\$ 524.85
08/04/2003	Payment Received	\$ 438.00

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
09/18/2003	Lease Payment Due	\$ 1.25
09/18/2003	Late Charge Due	\$.00
09/18/2003	Mileage Charges Due	\$ 1,800.45
09/18/2003	Tax On Excess Charges	\$ 148.83

Payments received at a location other than the residence address shown below may delay mailing your account, unless otherwise provided by law.

If you disagree with the amount necessary to payoff your account, send all communications regarding your account payoff and related payments to:

Ford Credit
P.O. Box 6800
Mesa, AZ 85216-8500

All other payments should be mailed to:

Ford Credit
Department 9184101
P.O. Box 58900
Detroit, MI 48258-1941

This statement indicates the remaining amount due on your account.

As a global leader in automotive financing, Ford Credit offers customers the convenience and flexibility of on-line account access at www.fordcredit.com. If you have additional questions, please call us at 1-800-727-7000.

ENR2-027.1 0535

As required by law, in some states, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

RENTAL CAR NOT FOR RENTALS OF 30 DAYS OR MORE. SEE YOUR LEASE AGREEMENT FOR DETAILS.



Huntington Beach Ford

BAR # AG 184798
EPA # CAD 05130068
P & A CODE 00847

18255 BEACH BLVD. (714) 842-6815 • FAX (714) 842-5212
HUNTINGTON BEACH, CA 92648

"SELECT YOUR DEALERSHIP AS CAREFULLY AS YOU SELECT YOUR CAR"

EM02-027.1 0538

DATE	DESCRIPTION	NO.	DAY	TIME	AGENCY	GENERAL
07/14/01	PETER BIRKE	1000	08	00	07/14/01	FD-1500137
					07/14/01	1000
	TRUCK/CAPACITY	1000	08	00	07/14/01	20
	STREETS OF CA	1000	08	00	07/14/01	
					07/14/01	

QTY	DESCRIPTION	UNIT PRICE	TOTAL	PARTS
1	CHANGE OIL	0.00	0.00	
1	TOTAL		0.00	
2	CHARGES		0.00	
2	TOTAL		0.00	
1	CHANGE OIL	0.00	0.00	
1	TOTAL		0.00	
1	CHANGE OIL	0.00	0.00	
1	TOTAL		0.00	

DATE	TIME	NO.	EST.	YEAR	ACCOUNT	RELEASE	WORKSHEET
05/21/01		0100		88	0000	05/21/01	WORKSHEET 10
						05/21/01	
						05/21/01	
						05/21/01	

JOB 1 CHANGES:

FRONT END BEARING
 FRONT END BEARING 2700 BEARING WITH THROTTLE
 FRONT END BEARING 2700 BEARING WITH THROTTLE
 FRONT END BEARING 2700 BEARING WITH THROTTLE
 FRONT END BEARING 2700 BEARING WITH THROTTLE

QTY	TR	NUMBER	DESCRIPTION	UNIT PRICE
1		2700 BEARING	BEARING ASY STD	
1		2700 BEARING	BEARING RETURN	
1		2700 BEARING	BEARING PWR STD	
1		2700 BEARING	BEARING PWR STD	

TOTAL: 0.00

JOB 1 TOTALS 0.00

JOB 2 CHANGES

JOB 2 CHANGES:

FRONT END BEARING 2700 BEARING WITH THROTTLE
 FRONT END BEARING 2700 BEARING WITH THROTTLE
 FRONT END BEARING 2700 BEARING WITH THROTTLE
 FRONT END BEARING 2700 BEARING WITH THROTTLE

QTY	TR	NUMBER	DESCRIPTION	UNIT PRICE
1		2700 BEARING	BEARING ASY STD	
1		2700 BEARING	BEARING RETURN	
1		2700 BEARING	BEARING PWR STD	
1		2700 BEARING	BEARING PWR STD	

TOTAL: 0.00

TOTALS:

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBJECT	0.00
TOTAL G.D.S.	0.00
TOTAL BEARING	0.00
TOTAL BEARING	0.00
TOTAL TAXES	0.00
TOTAL SUBJECT \$	0.00

CUSTOMER SIGNATURE:

[Signature]

DATE: 05/24/01

on Beach Ford • 18255 BEACH BLVD. • HUNTINGTON BEACH, CA 92648 • 714 842-8815
 GO TO CONSUMER, PLEASE READ REVERSE SIDE FOR IMPORTANT INFORMATION ALL PARTS NEW UNLESS SPECIFIED WITH X
 BAR # AQ 154798 P & A CODE 0867 EPA # CAD 96136698

BURCH FORD

201 N. HARBOR BOULEVARD
P.O. BOX 518

LA HABRA, CA 90633-0518
(562) 891-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

B.A.R. NO. AB 005885 E.P.A. NO. CAD881088626



SALES TAX 328844	
CUSTOMER NUMBER 16327	
[REDACTED]	
LA HABRA, CA [REDACTED]	
RESIDENCE PHONE [REDACTED]	
CONSUMER NAME TOM	TRAQ NO. 8838
LABOR RATE	LICENSE NO. 1413
YEAR / MAKE / MODEL 01/FORD TRUCK/ESCAPE	
VEHICLE ID. NO. 1FMCU09131KB71084	
FT	POI NO.
COLOR GREEN	STOCK NO.
COMMENTS	
DELIVERY MILES	SELLING DEALER NO.
PL & DATE 07/17/01	INVOICE DATE 07/18/01
REPORT NUMBER	DELIVERY DATE
	PRODUCTION DATE
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUST. SIGNATURE <input checked="" type="checkbox"/>	
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	

JOB# 1 CHARGES

LABOR
JOB 1 07FOZ CITY SERVICE TECH(S): 345 WARRANTY
POPPING/CRACKING SOUND FROM UNDER DASH, THEN SHELLED LINE ELECTRICAL FINE, NEW AIRBOX LIGHT ON DIAGNOSE AIR BAG CODE, PURPOINT TEST, REPLACE TRAP L/FRONT SEATBELT PRETENSIONER

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	VL2-7061203-BNB	BEL & B		0.00
				TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 2 CHARGES **JOB# 1 JOURNAL PREFIX FICS** **JOB# 1 TOTAL** **0.00**

LABOR
JOB 2 02FOZ TIME UP TECH(S): 2 WARRANTY
CUST STATES VEH ODED WHILE DRIVING, OCCURRED AT 35 MPH DURING MANOEUVRE
MIS TEST, LSC TEST, PURPOINT TEST, ROAD TEST 5 HOLES, CALL OASIS, OK AT THIS TIME

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FICS **JOB# 2 TOTAL** **0.00**

COMMENTS
NBS 07/19/01

TECHNICIAN CERTIFICATION
ROLAND BALDWIN 8989
STEVEN GURENOS 5761

BURCH FORD

201 N. HARBOR BOULEVARD

P.O. BOX 518

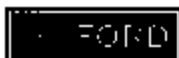
LA HABRA, CA 90633-0518

(562) 691-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

S.A.R. NO. AB 005895

E.P.A. NO. CAD88100628



TOTALS-----

* "PRESIDENT AWARD WINNING DEALER" *
* WE ARE YOUR ONE-STOP SHOP *
* WE SELL TIRES FOR ALL MAKES AND MODELS *
* ASK YOUR ADVISOR FOR OUR CURRENT SPECIALS *

TOTAL LABOR..... \$ 0.00
TOTAL PARTS..... \$ 0.00
TOTAL SUBLET..... \$ 0.00
TOTAL S.O.B..... \$ 0.00
TOTAL MISC CHG..... \$ 0.00
TOTAL MISC DISC..... \$ 0.00
TOTAL TAX..... \$ 0.00
TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!
IF YOU HAVE ANY QUESTIONS REGARDING YOUR REPAIR
PLEASE SEE YOUR ADVISOR.

CUSTOMER SIGNATURE

SALES FOCS28644		
CUSTOMER NUMBER 18327		
[REDACTED]		
LA HABRA, CA [REDACTED]		
RESIDENCE PHONE [REDACTED]		
BUSINESS PHONE [REDACTED]		
ADVISOR TOMM	18112	TAX ID 8838
LABOR RATE	LICENSE NO.	MILEAGE 1413
YEAR / MAKE / MODEL 07 / FORD / TRUCK/ESCAPE		
VEHICLE ID NO. CMCU03131KB71084		
P. NO.		P.D. NO.
COLOR GREEN		STOCK NO.
COMMENTS		
DELIVERY MAKE		WILL NUMBER OR NO.
R.O. DATE 07/17/01		WORK DATE 07/18/01
REPRINT NUMBER		DELIVERY DATE
		PRODUCTION DATE
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUST. SIGNATURE X		
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		

Copyright © 1997 The Burch Ford Group, Inc. All Rights Reserved. 11/97

BURCH FORD

201 N. HARBOR BOULEVARD
 P.O. BOX 518
 LA HABRA, CA 90633-0518
 (562) 691-3225 • (714) 525-4736
OVER 60 YEARS EXCELLENCE

B.A.R. NO. AB 005895 E.P.A. NO. CAD081000626



JOB NUMBER FOCS28341	
CUSTOMER NUMBER 18327	
[REDACTED]	
LA HABRA, CA [REDACTED]	
ADDRESS JONATHAN BURCH 185	
CITY LA HABRA, CA	
STATE CA	
ZIP 91730	
LABOR RATE	WARRANTY
185	345
YEAR / MAKE / MODEL 01 / FORD / TRUCK ESCAPE	
VEHICLE NO. NO. 1FMCU03131KB71884	
PLANT NO.	P.O. NO.
01	01
COLOR GREEN	STOCK NO.
COMMENTS	
DELIVERY DATE	SELLING DEALER NO.
07/28/01	0731/01
FINANCIAL NUMBER	DELIVERY DATE
	PRODUCTION DATE
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.	
CUST. SIGNATURE X	
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	

JOB# 2 CHARGES

LABOR
 J# 1 07FOZADIBAG ATR BAG DIAG TECH(S):345 WARRANTY
 BAG ATR BAG SYSTEM
 TROUBLE LINES
 DIAGNOSE ATR BAG SYSTEM BUN77 FOUND DRIVERS SEAT BELT
 TENSIONER DEPLOYED ONLY. PURSUIT MONITOR AND INSPECT PID
 MONITOR 2.2 OMS, REPLACE INTP BUCKLE, REPLACE INTP MONITOR
 PER W/LINE

PARTS.....QTY.....FP NUMBER.....DESCRIPTION.....UNIT PRICE.....WARRANTY

1	18327-CA	BAG			
1	18327-CA	BAG			
TOTAL - PARTS					0.00

JOB# 1 TOTALS.....
 JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
 J# 2 07F02 QUICK SERVICE TECH(S):345 WARRANTY
 ELECTRICAL BURNING SMELL, LOUD POPPING NOISE (COMING FROM
 BETWEEN SEAT AND CENTER CONSOLE)
 SEE LINES

JOB# 2 TOTALS.....
 JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

COMMENTS
 PWS 073101

TECHNICIAN CERTIFICATION
 345 ROLAND BALONIN 0681

Copyright 1998 The Burch and Reynolds Company. BURNINGWAVE 07/01/01 11/00

BURCH FORD

201 N. HARBOR BOULEVARD

P.O. BOX 518

LA HABRA, CA 90633-0518

(562) 691-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

B.A.R. NO. AB 005895

E.P.A. NO. CAD981609528



WORK ORDER DCS29341		
VIN NUMBER 16327		
[REDACTED]		
LA HABRA, CA [REDACTED]		
[REDACTED]		
[REDACTED]		
ADVISOR JONATHAN BURCH 185		TRUCK NO. 8621
LABOR RATE	LICENSE NO.	RELEASE 1750
YEAR / MAKE / MODEL 01/FORD TRUCKESCAPE		
VEHICLE ID NO. TFMCU003131KB71884		
P. T. E. NO.		P.O. NO.
CLASS GREEN	STOCK NO.	
COMMENTS		
DELIVERY MILES	SELLING DEALER NO.	
R.O. DATE 07/28/01	INVOICE DATE 07/31/01	
REPRINT NUMBER	DELIVERY DATE	
	PRODUCTION DATE	
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUST. SIGNATURE X		
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.		

TOTALS

* "PRESIDENT" AWARD WINNING DEALER *
* WE ARE YOUR ONE-STOP SHOP *
* WE SELL TIRES FOR ALL MAKES AND MODELS *
* ASK YOUR ADVISOR FOR OUR CURRENT SPECIALS *

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL TIRE	0.00
TOTAL S.O.G.	0.00
TOTAL DISC. CHG.	0.00
TOTAL DISC. DISC.	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

THANK YOU FOR YOUR BUSINESS!!
IF YOU HAVE ANY QUESTIONS REGARDING YOUR REPAIR,
PLEASE SEE YOUR ADVISOR.

CUSTOMER SIGNATURE

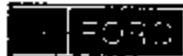


Copyright © 2001 The Service and Repair Company, Inc. 2001/01/01 01/01/01 01/01/01 01/01/01

BURCH FORD

201 N. HARBOR BOULEVARD
 P.O. BOX 518
 LA HABRA, CA 90633-0518
 (562) 691-3225 • (714) 525-4736
OVER 60 YEARS EXCELLENCE

B.A.R. NO. AB 005805 EPA. NO. CAD081000526



SERVICE NUMBER FOCS85656	
CUSTOMER NUMBER 16327	
ADDRESS LA HABRA, CA	
ADVISOR WILLIAM	PHONE NO. 15075 6384
LABOR RATE	WARRANTY 17,594
YEAR / MAKE / MODEL 01/FORD TRUCK/ESCAPE	
VIN NO. 1FMCU03131KB71994	
REG. NO.	REG. NO.
COLOR GREEN/	STOCK NO.
COMMENTS	
DELIVERY MILES	SELLING DEALER NO.
R.O. DATE 08/09/02	INVOICE DATE 08/09/02
REPAIR NUMBER	DELIVERY DATE 06/09/01
	WORK ORDER NO. 05/18/01
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUST. SIGNATURE X	
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	

JOB# 1 CHARGES

LABOR
 JOB# 1 08F02... (TECHS):2
 CHK. ENG LITE ON
 NES DIAG. EEC. PIMPPOINT H071, PID DISPLAY
 ROAD TEST AND RECORD PIDS. REPLACED DPFE, RETEST AND
 REPROGRAMED PCM. P1111 P0401 P1408.

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	2F1Z-9J460-AA	SENSOR			0.00
TOTAL - PARTS						0.00

JOB# 1 TOTALS
 JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

COMMENTS
 MARICELA INVOICED RO ON AUG. 09,02

TECHNICIAN CERTIFICATION
 2 STEVEN GUIDENIS 5761

TOTALS

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL HLSC CHG.	0.00
TOTAL HLSC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

"PRESIDENT AWARD WINNING DEALER" *
 *
 WE ARE YOUR ONE-STOP SHOP *
 *
 WE SELL TIRES FOR ALL MAKES AND MODELS *
 *
 ASK YOUR ADVISOR FOR OUR CURRENT SPECIALS *

THANK YOU FOR YOUR BUSINESS!!
 IF YOU HAVE ANY QUESTIONS REGARDING YOUR REPAIR
 PLEASE SEE YOUR ADVISOR.

CUSTOMER SIGNATURE

Copyright © 1998 The Ford Motor Company and Reynolds and Reynolds Company. BPO#010141 60-00000 (08/01)

KEN GRODY FORD

8211 E. CH BLVD.
 BUENA PARK, CA 90621
 (714) 521-3110 • (562) 821-8881
 B.A.R. REG. #AK 048848
 E.P.A. #CAD027948882

WE RECOMMEND THE FOLLOWING REPAIRS:

1. _____

2. _____

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE. PLEASE SEE IMPORTANT WARRANTY INFORMATION ON REVERSE SIDE.

REPAIR ESTIMATE	TYPE OF REPAIR	DATE & TIME	PRICE NUMBER
1.			REPAIR BY
2.			REPAIR BY

I ACKNOWLEDGE NOTICE AND GIVE APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE, AND RECEIPT OF COPY HEREOF.

DATE _____

(CHECK APPROPRIATE BOX)

CLASS REPAIR SUBSTITUTION TO EQUIPMENT AIR LOSS

DATE _____

PROGRAM CODE _____ AUTHORIZATION NUMBER _____ QUANTITY NUMBER _____

U.S. TOTAL _____ ALLOWANCE _____ PLUS/OFF SET _____ LESS NET _____

SERVICES RENDERED PRIOR _____

ACCUSED MEMBER _____

NO. _____ DAY _____ YR _____ CREDIT TERM _____

ON BEHALF OF ANYONE OTHER THAN I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN, AND THAT I AM NOT PROVIDING IT TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF THE FORD MOTOR COMPANY. THIS WARRANTY IS VOID IF THE VEHICLE OR EQUIPMENT HAS BEEN REPAIRED OR MAINTAINED BY ANY OTHER PARTY. THE FORD MOTOR COMPANY IS NOT RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO ANY INFORMATION CONTAINED HEREIN. THE FORD MOTOR COMPANY IS NOT RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO ANY INFORMATION CONTAINED HEREIN.

FOR FORD DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE _____

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

INVOICE TO _____ DRIVEN/OASER INFORMATION -- INVOICE: 435661

LA HABRA CA _____ LA HABRA CA _____

CELL: _____ CELL: _____

FOR OFFICE USE VEHICLE INFORMATION

TRAC: 4340 ADV: 163 BACK: SON INVOICE: PRELIM MAR W RV VIN: 1FACU03131K071994 LICENSE NUMBER: CA 45XT736

TAX RULES: VYMM INVOICED: 02/16/2003 17102113 01 FORD ESCAPE XLT FWD 4DR SPTUTY

OBDOMETER IN: 30070 DIST: 1FA DATES INSERVICE: 040901 PRODUCTION: 051801

DATES BEGIN: 02/17/03 DONE: 02/18/03

CONCERN	DESCRIPTION	OPERATION	TECH	PLS	AMOUNT
51	WHINING NOISE FROM SPEEDO AREA WHEN TURNING WHEEL AT LOW SPEEDS	1497506	106	1.5	
51-1	CONTACT ASSEMBLY-AIR BAG SLIDING - REPLACE				
51-2	LOCATED NOISE FROM CLOCK SPRING				
51-2	INSTRUMENT CLUSTER - REMOVE AND INSTALL OR REPLACE	106038	106	1.5	
	PART NUMBER	QTY			
	SPO - YL32 144664 AIR CONTACT ASSY-AIRBAG				
	TECH: 194 - PAREDES, LOUVE				
	FAIL CODE: 1103 COND CODE: 41				
52	CHECK ENGINE LIGHT IS ON. VEHICLE IDLES ROUGH AND AT 400-500 RPM.	0-878704	106	1.5	
52-1	FOR WIRE LOOM BROKEN	1265045	106	1.5	
52-2	PIN POINT TEST - DIAGNOSIS				
52-3	IGNITION SYSTEM - DIAGNOSIS	1365005	106	1.5	
52-4	ECU (QUICK TEST) - DIAGNOSIS	1265000	106	1.5	
52-5	DOE DISPLAY - TEST	1265000	106	1.5	
52-6	REORDER/MONITOR ROAD TEST - DIAGNOSIS	1265006	106	1.5	
52-7	WIRING ASSEMBLY - REPAIR	142004	106	1.5	
52-8	WIRING REPAIR-PIN POINT TEST - TEST	142004	106	1.5	
52-9	EXTRA TIME TO REPEAT FINAL CHECK TEST	1265000	106	1.5	
	TECH: 105 - HOLYEN, GARY				
	FAIL CODE: E29 COND CODE: 01				
	LINE AUTH: NE 021803 1630				
	LINE AUTH: NE 021803 1631				
	LINE AUTH: NE 021803 1631				
	LINE AUTH: NE 021803 1632				
	LINE AUTH: NE 021803 1632				

CANARY - CUSTOMER COPY

8882-827.1 8544

FORD

201 N. HARBOR BOULEVARD

P.O. BOX 518

LA HABRA, CA 90633-0518

(562) 691-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

B.A.R. NO. AB 006806

E.P.A. NO. CAD081680526



JOB#		FOCS102163	
CUSTOMER NUMBER		16327	
LA HABRA, CA			
NAME		JULIAN AMAYA	
PHONE NO.	343	2418	
LABOR RATE	34,994		
VEHICLE / MAKE / MODEL			
01/FORD TRUCK/ESCAPE			
VEHICLE ID. NO.			
1FNCU03131KB71994			
Z NO.		PO. NO.	
COLOR		GREEN/	
COMMENTS			
DELIVERY DATE		MILEAGE OBTAINED	
05/14/03		05/14/03	
REPAY NUMBER		DELIVERY DATE	
		06/09/01	
		PRODUCTION DATE	
		05/18/01	
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.			
CUST. SIGNATURE X			
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.			

JOB# 1 CHARGES

LABOR
 AIR BAG LIGHT ON
 DIAG AIR BAG CODE 11877
 ALSO INSP BUCKLE.
 PERFORMED INSPECTION AND DIAG AIR BAG ALSO NEED EXTRA TIME FOR SIDE AIR BAG. REPLACED INSP SEAT BELT.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	YL8Z-7861203-BAA	BEL. & B			0.00
TOTAL - PARTS						0.00

JOB# 1 TOTALS
 JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
 CHECK EMB LIGHT ON
 DPF SENSOR
 PERFORMED MDS DIAG EEC PINDPOINT TEST PID DISPLAY ROAD TEST AND RECORD PIDS. REPLACED DPF AND RETEST AND REPROGRAMMED PCM.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	2F12-93468-AA	SENSOR			0.00
TOTAL - PARTS						0.00

JOB# 2 TOTALS
 JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
 STEERING WHEEL NOISY WHEN TURNING WHILE DRIVING
 UNABLE TO VERIFY

JOB# 3 TOTALS
 JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
 CHECK COOLANT LIGHT ON
 INSP COOLANT BOTTLE.
 PERFORMED INSPECTION AND REPLACED INSP COOLANT BOTTLE.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	3L8Z-8A880-88	TANK AS			WARRANTY
	1	E2FZ-19649-AA	COOLANT			WARRANTY

FORM 027-1 05/06

BURCH FORD

201 N. HARBOR BOULEVARD

P.O. BOX 518

LA HABRA, CA 90633-0518

(562) 691-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

B.A.P. NO. AB 005895

E.P.A. NO. CADGB1699629



A. NUMBER		FOCS102163	
CUSTOMER NUMBER		16327	
ADDRESS		LA HABRA, CA	
PHONE			
NAME	PHONE	NAME	PHONE
JUAN AMAYA	343 2418		
LICENSE NO.		LICENSE NO.	34,994
YEAR / MAKE / MODEL			
01/FORD TRUCK/ESCAPE			
VEHICLE ID. NO.			
1 F M C U 0 3 1 3 1 K B 7 1 9 9 4			
F. NO.		REL. NO.	
COLOR		BOOK NO.	
GREEN/			
COMMENTS			
DELIVERY MILE		SELLING DEALER NO.	
R. D. DATE		INVOICE DATE	
05/14/03		05/14/03	
REPORT NUMBER		DELIVERY DATE	
		06/09/01	
		PROJECTION DATE	
		05/18/01	
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.			
CUST. SIGNATURE X			
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.			

JOB# 4 TOTALS-----

TOTAL - PARTS 0.00

JOB# 4 JOURNAL PREFIX FOCs JOB# 4 TOTAL 0.00

TECHNICIAN CERTIFICATION-----

345
2
254

ROLAND BALDWIN
STEVEN GUIDENIS
MIKE HOGAN

0681
5761
9698

TOTALS-----

* PRESIDENT AWARD WINNING DEALER *
* WE ARE YOUR ONE-STOP SHOP *
* WE SELL TIRES FOR ALL MAKES AND MODELS *
* ASK YOUR ADVISOR FOR OUR CURRENT SPECIALS *

TOTAL LABOR..... 0.00
TOTAL PARTS..... 0.00
TOTAL SUBLET..... 0.00
TOTAL G.O.G..... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 0.00
TOTAL INVOICE \$ 0.00

THANK YOU FOR YOUR BUSINESS!!
IF YOU HAVE ANY QUESTIONS REGARDING YOUR REPAIR
PLEASE SEE YOUR ADVISOR.

CUSTOMER SIGNATURE



EA02-027.1 0540





BURCH FORD

201 N. HARBOR BOULEVARD
P.O. BOX 518
LA HABRA, CA 90633-0518
(562) 691-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

B.A.I.L. NO. AG 008825 E.P.A. NO. CA0881063520

05D

FOCS102163

16327

LA HABRA, CA

NAME: **JUAN AMAYA** REG. NO: **343 2418**
ADDRESS: [REDACTED] CITY: [REDACTED]
PHONE: [REDACTED] ZIP: **91744**

01/FORD TRUCK/ESCAPE

1 F M C U 0 3 1 3 1 8 8 7 1 9 9 4

GREEN/

05/14/03

05/14/03

06/09/01

05/18/01

ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

SIGNATURE: X

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

EP82-827.1 0551

JOB 1 CHARGES

LABOR: [REDACTED] (TECHS) (245) (1.00)
AIR BAG LIGHT ON
DIAG AIR BAG CODE 30077
ALSO INOP BUZZLE
PERFORMED INSPECTION AND DIAG AIR BAG ALSO NEED CORN TIRE
FRONT SIDE AIR BAGS REPLACED INOP SEAT BELT.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	2102-2000-00A	BELT & B			0.00
				TOTAL	PARTS	0.00

JOB 1 TOTALS

JOB 2 CHARGES: JOB 1 JOURNAL PREFIX: FOCS JOB 1 TOTAL: 0.00

LABOR: [REDACTED] (TECHS) (254) (1.00)
CHECK AIR LIGHT ON
DIAG SENSOR
PERFORMED RES DIAG-EEC PINDOWN TEST FOR DISPLAY ROAD TEST
AND RECORD FOCS. REPLACED WIFE AND RETEST AND REPROGRAMMED PCM.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	2F12-2100-00A	SENSOR			0.00
				TOTAL	PARTS	0.00

JOB 2 TOTALS

JOB 3 CHARGES: JOB 2 JOURNAL PREFIX: FOCS JOB 2 TOTAL: 0.00

LABOR: [REDACTED] (TECHS) (254) (1.00)
SHEERING WHEEL NOISE WHEN TURNING WHILE DRIVING
UNABLE TO VERIFY

JOB 3 TOTALS

JOB 4 CHARGES: JOB 3 JOURNAL PREFIX: FOCS JOB 3 TOTAL: 0.00

LABOR: [REDACTED] (TECHS) (254) (1.00)
AIR LINE COOLANT LIGHT ON
INOP COOLANT BOTTLE
PERFORMED INSPECTION AND REPLACED INOP COOLANT BOTTLE.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	2102-2000-00	TANK AS			0.00
	1	2F12-2000-00	COOLANT			0.00

ORCH FORD

201 N. HARBOR BOULEVARD

P.O. BOX 518

LA HABRA, CA 90639-0518

(562) 691-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

R.A.R. NO. AB 005895

E.P.A. NO. CA2891006286



REMARKS

FOCS102163

Customer number

16327

LA HABRA, CA

Customer name

Address

JUAN AMAYA

343

241B

Telephone

ESCAPE NO

34,994

Model/Year/Make

01/FORD TRUCK/ESCAPE

Vehicle no

1FMCU03131KB71994

VIN

Color

GREEN

Comments

Delivery date

05/14/03

Bill-to date

05/14/03

Warranty start

06/09/01

05/18/01

I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.

CLST SIGNATURE X

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

JOB 1 CHARGES

LABOR

PERFORMED INSPECTION AND BLANK AIR BAG ALSO NEED EXTRA TIME FOR SIZE AIR BAG. REPLACED DROP SEAT BELT.

QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
1	11A7-706120-BA	BELT B B			0.00
			TOTAL - PARTS		0.00

JOB 2 TOTALS

JOB 1 JOURNAL PREFIX FOCX JOB 1 TOTAL 0.00

JOB 2 CHARGES

LABOR

PERFORMED INSPECTION AND BLANK AIR BAG ALSO NEED EXTRA TIME FOR SIZE AIR BAG. REPLACED DROP SEAT BELT.

QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
1	2F7-1146-BA	SENSOR			0.00
			TOTAL - PARTS		0.00

JOB 3 TOTALS

JOB 2 JOURNAL PREFIX FOCX JOB 2 TOTAL 0.00

JOB 3 CHARGES

LABOR

PERFORMED INSPECTION AND BLANK AIR BAG ALSO NEED EXTRA TIME FOR SIZE AIR BAG. REPLACED DROP SEAT BELT.

JOB 4 TOTALS

JOB 3 JOURNAL PREFIX FOCX JOB 3 TOTAL 0.00

JOB 4 CHARGES

LABOR

PERFORMED INSPECTION AND REPLACED SHIP URGENT BOTTLE.

QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
1	1A1A-0000-00	TANK AS			WARRANTY
1	E2F2-75049-AA	CONJ. KIT			WARRANTY

BURCH FORD

201 N. HARBOR BOULEVARD

P.O. BOX 518

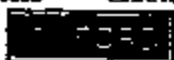
LA HABRA, CA 90633-0518

(562) 691-3225 • (714) 525-4736

OVER 60 YEARS EXCELLENCE

BLR NO. AB 005005

EPA NO. GAD011000020



JOB NUMBER		FOCS94657	
CUSTOMER NUMBER		16327	
ADDRESS		LA HABRA, CA 90631	
PHONE NUMBER		714-525-4736	
DIRECTOR		ANTHONY	
LIC. NO.		70295	
REG. NO.		5089	
PRICE / MAKE / MODEL		27,994	
VEHICLE ID. NO.		01/FORD TRUCK/ESCAPE	
VIN		1FMCU03131KB71994	
COLOR		GREEN /	
DELIVERY DATE		01/10/03	
WARRANTY DATE		05/09/01	
SERVICE DATE		05/18/01	
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE. CUST. SIGNATURE X			
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.			

JOB 1 CHARGES	
CUSTOMER STATES THE AIR BULB LIGHT WILL FLASH ON AND OFF PERFORMED INSPECTION AND CORRECT AIRS START UP TEST NO CHGS ROAD TEST. UNABLE TO VERIFY.	
JOB 1 TOTAL	JOB 1 JOURNAL PREFIX FOCS JOB 1 TOTAL 0.00
JOB 2 CHARGES	
CUSTOMER STATES THERE IS A BEEZING TYPE OF NOISE COMING FROM THE STEERING COLUMN WHEN TURNING IN EITHER DIRECTION PERFORMED INSPECTION AND NO PROBLEM FOUND.	
JOB 2 TOTAL	JOB 2 JOURNAL PREFIX FOCS JOB 2 TOTAL 0.00
COMMENTS	
PARCELA FINANCED BY JANUARY 18, 03	
TERMS	
"PRESIDENT APPRO VISION DEALER" WE ARE YOUR ONE-STOP SHOP WE SELL TIRES FOR ALL MAKES AND MODELS ASK YOUR ADVISOR FOR OUR CURRENT SPECIALS	
THANK YOU FOR YOUR BUSINESS!! IF YOU HAVE ANY QUESTIONS REGARDING YOUR REPAIR PLEASE SEE YOUR ADVISOR.	
CUSTOMER SIGNATURE	
TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SERVICE	0.00
TOTAL B.A.G.	0.00
TOTAL MISC CHRG.	0.00
TOTAL MISC DISC.	0.00
TOTAL TAX	0.00
TOTAL DEDUCTIBLE	0.00

BURCH FORD

201 N. HARBOR BOULEVARD
 P.O. BOX 518
 LA HABRA, CA 90833-0518
 (562) 691-3225 • (714) 525-4736
OVER 60 YEARS EXCELLENCE

E.A.R. NO. AB 80586 E.P.A. NO. CADMI 1280020



WORK ORDER NO. FOC28341	
DATE 7/27	
LA HABRA, CA	
NAME JONATHAN BURCH	PHONE NO. 8821
ADDRESS 155	CITY LA HABRA
STATE CA	ZIP 91799
YEAR MAKE MODEL 04 FORD TRUCK ESCAPE	
VIN 1FMCUJ317K871994	
AGE GREEN	DATE 07/27/01
DELIVERY DATE	PRODUCTION DATE
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.	
CUST. SIGNATURE X	
NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.	

JOB	QTY	FF NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
JOB 3 CHANGES					
JOB 1	1	118-78179-006	WHEEL		0.00
JOB 1 JOURNAL PREFIX FICS JOB 1 TOTAL					0.00
JOB 2 CHANGES					
JOB 2	1		ELECTRIC SERVICE (WHEEL AND POPPING NOISE (CORING FROM BETWEEN STEER AND CENTER CABLES))		0.00
JOB 2 JOURNAL PREFIX FICS JOB 2 TOTAL					0.00

COMMENTS: WHEEL AND POPPING NOISE (CORING FROM BETWEEN STEER AND CENTER CABLES)

TECHNICIAN CERTIFICATION: 345

1333521783 LOS ANGELES

EA92-927.1 6559

Power Ford Valencia - Frances Melodia - SOS air.
left msg - how many days out of SOS? Fax Rd

8/16/02 - IAC - Rept. Motors - per Bob Mills.

7/24 - spoke w/ atty - says no problem on delay, hasn't filed suit yet

7/18 Frances Melodia
4:29 P.M. - has info, fax it.
last time in 2/02 @ 28K miles
149 miles repair, \$5K repairs

7/25 - attempted to call SOS. Mgr. Frances Melodia again; left msg - how many days out of SOS? (Besides the time in for insurance repair)?

left msg for Bob Mills, SOS mgr @ Hollywood Ford - how many days out of service?

per Frances (Power Ford) - out 9 days total.

left msg again for Bob Mills (Hollywood) day out of SOS

one day 15-16th per Bob Mills

- total day out of SOS

spoke w/ attorney to notify him I faxed offer letter

attorney called - client been in Lebanon - he'll check w/ them about offer & let me know. Also will fax sales docs, etc.

16 - left msg for ? (Don't know) - sales contract
Please fax to me; what should see he getting back. full or pro-rated
661-478-6644 12:50 P.M. 8/27

spoke w/ Todd - he'll let me know what should see he getting back. full or pro-rated
661-478-6644

27 - rec'd msg from customer: Service Contract
left msg for Frances Melodia at all explaining how Ford so depends on terms of that contract

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)	Creditor - Seller (Name and Address)
CAROL JOURNAL CA [REDACTED] LOS ANGELES	MARIC FORD 23430 CRENSHAW ROAD VALDERRA CA 91375-1701

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor - Seller (containing "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Year	Year	Make and Model	Color	Vehicle Identification Number	Primary Use For Which Purchased
2001	2003	FORD ESCAPE	59	1FADU03133KAS0307	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

APRIL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sales Price
4.99%	\$ 2844.15 (a)	\$ 23356.25	\$ 25371.40 (b)	\$ 23356.25 (c)

Number of Payments	Amount of Payments	When Payments Are Due
One Payment of	N/A	
One Payment of	N/A	
57 Payments	\$19.50	Monthly, Beginning 11/18/2003
One Final Payment	\$19.50	11/18/2006

Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the past due amount.

Vehicle Insurance	Term	Premium
Collision	12/18/03 - 12/18/06	\$ 1,100.00
Comprehensive	12/18/03 - 12/18/06	\$ 1,100.00
Medical Payments	12/18/03 - 12/18/06	\$ 100.00
Property Damage	12/18/03 - 12/18/06	\$ 100.00
Uninsured Motorist	12/18/03 - 12/18/06	\$ 100.00
Total Vehicle Insurance Premium		\$ 3,500.00

1. Total Cash Price		
A. Cash Price of Motor Vehicle and Accessories	\$ 23356.25 (a)	23356.25
1. Cash Price Vehicle	\$ 22191.25	22191.25
2. Cash Price Accessories	\$ 1265.00	1265.00
B. Dealer's Preparation Fee (not a government fee)	\$ 45.00 (b)	45.00
C. Smog Fee Paid to Seller	\$ N/A (c)	
D. Sales Tax (on A + B + C)	\$ 1875.30 (d)	1875.30
E. License Fee	\$ N/A (e)	
F. Service Contract (optional)	\$ 1016.00 (f)	1016.00
G. Prior Credit or Lease Balance paid by Seller to	\$ N/A (g)	
H. Other (to whom paid) <u>MSF</u>	\$ 350.00 (h)	350.00
For <u>GPS</u>		
Total Cash Price (A through H)		\$ 26682.55 (1)
2. Amounts Paid to Public Officials		
A. License Fee	\$ 196.00 (i)	196.00
B. Registrar/Transfer/Tax Fee	\$ N/A (j)	
C. Smog Transfer Fee	\$ N/A (k)	
D. Other <u>CA TAGS FEE</u>	\$ 5.00 (l)	5.00
E. Other	\$ N/A (m)	
Total Official Fees (A through E)		\$ 201.00 (2)
3. Amount Paid to Insurance Companies		
(Total premium from Statement of Insurance column 1 + 2)		\$ 350.00 (3)
4. Smog Certification Fee Paid to State		\$ 5.00 (4)
5. Subtotal (1 through 4)		\$ 26883.55 (5)

IF YOU ARE A BUYER OR CO-BUYER, YOU AGREE TO PAY THE CREDITORS THE AMOUNT FINANCED AND FINANCE CHARGE ACCORDING TO THE PAYMENT SCHEDULE BELOW. YOU WILL FIGURE YOUR FINANCE CHARGE ON A DAILY BASIS.

You may only use physical damage insurance this contract requires (see back) that anyone you choose who is acceptable to us. You are not required to buy any other insurance.

Application for Optional Credit Insurance

Credit Life Buyer Co-Buyer Both

Credit Disability (Buyer Only)

Credit Life	Term	Exp.	Premium
Buyer	12/18/03 - 12/18/06		\$ 1,100.00
Co-Buyer	12/18/03 - 12/18/06		\$ 1,100.00
Total Credit Insurance Premiums			\$ 2,200.00 (6)

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any balance in your payment or the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the purchase is shown above.

You are applying for the credit insurance mentioned above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday, (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date, (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER YOU.**

Jun. 18 2003 11:56AM PT
I have been advised you have seen a DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

A. Gross Trade-in Value \$ 2500.00 (1) 14200

B. Less Prior Credit or Lease Balance \$ N/A (8)

C. Net Trade-in (A less B) (Indicate if a negative number) \$ 2500.00 (1) 14200

D. Dealer's Downpayment \$ 200.00 (1)

E. Manufacturer's Rebate \$ 200.00 (1) 400

F. Other \$ N/A (1)

G. Cash \$ 2200.00 (1) 2200

Total Downpayment (C through G) \$ 400.00 (1) 400

If negative, enter net on line F and enter the amount less than 200 as a positive number on the (1) amount

7. Amount Financed (H less G) \$ 13083.00 (1) 22283.55

*Seller may keep part of these amounts.

Date _____
 Co-Buyer Signature _____
 Date _____
 Co-Buyer Signature _____

OPTIONAL GAP CONTRACT A GAP contract (also referred to as contract) is not required to cover credit and will not be provided unless you and seller are agreed to pay the entire cost. If you choose to buy a gap contract, we will provide it to you. See your gap contract for details on the protection it provides.

Terms _____
 Buyer _____

SERVICE CONTRACT (Optional) You want to purchase a service contract with the following company for the term shown below for the price shown in line 1F.

Company/Company's Representative _____
 Term _____
 Price _____

NOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to the contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signature _____
 Co-Buyer Signature _____

SELLER ASSISTED LOAN
 BUYER MAY BE REQUIRED TO FURNISH SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A
 Amount: N/A Finance Charge: N/A
 Total \$ N/A Payable in: N/A
 Installment of \$ N/A \$ N/A
 How the Loan is shown in line 6D.

AUTO BROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:

NOTICE OF RESCISSION RIGHTS
 If Buyer and Co-Buyer sign here, the provisions of the Rescission Rights section on the back giving the Seller the right to rescind if Seller is unable to assign this contract to a financial institution will apply.

Buyer Signature _____ Co-Buyer X _____

OPTION You may be liable under the contract if you do not pay the full amount of the contract.

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNWARE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

YOUR CURRENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE COLLISION DAMAGE PROTECTION PROGRAM OFFERED BY THE DEALER. HOWEVER, THE COLLISION DAMAGE PROTECTION PROGRAM OFFERED BY THE DEALER PROTECTS ONLY THE DEALER USUALLY UP TO THE AMOUNT OF THE DEPOSIT PAID. CONTACT YOUR INSURANCE AGENT FOR MORE INFORMATION.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL BE RESPONSIBLE FOR READING AND UNDERSTANDING THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

Notice to Buyer:
 (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is not a sale or agreement for the seller to make a unilateral change.

Buyer Signature _____ Co-Buyer Signature X _____

THERE IS NO COOLING OFF PERIOD
 California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or what you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT BEFORE SIGNING BELOW.
YOU ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THIS CONTRACT AND EVERY OTHER DOCUMENT THAT YOU SIGNED DURING CONTRACT NEGOTIATIONS.

Buyer Signature _____ Co-Buyer Signature X _____ Date _____

Co-Buyer and Other Owner: A co-buyer is a person who is responsible for paying the entire cost. An other owner is a person whose name is on the title to the vehicle but does not have to pay for it. The co-buyer and other owner agree that the Creditor has a security interest in the vehicle and consents to the security interest.

Other Owner Signature _____
 Seller Signature X _____

LEAF FORM NO. 803-C1 100
 This form is required by the California Department of Motor Vehicles. It is not to be used for any other purpose.

CUSTOMER/TRUTH IN LENDING COPY

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 10-11-2003
 Note: All Costs are in US Dollars

VIN	AWS VL	WERS VL	MKT DNR	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD	
1FMYU03112KA50307	MI	T/M1	T/F	T/WB	T/EF	T/A	AJ	T/DJ	T/LD	27-09-01	20-10-01	171491	USA	10 *	7A01	BXL	40	R	S11	V43	D02	12	
AWS Claim Key:		2038976		Doc #: 03714351		Trs Code:		E03		Labor Hrs: 5		Labor Cost:		37.09		Material Cost: 61.25		Total Cost: 98.34					
Dir Cd-Sub Cd:		01864 *		Name: POWER FORD VALENCIA		Pb: 661-2556600		St: CA		Ctry Cd: USA		Reg Cd: NA		Rpr Date:								DST (Mile):	
Cust Comments:		CUST STATES CAR WILL NOT START GIVES CLIKING NOISE IF TRIED 5 TO 7 TIMES WILL START																					
Tech Comments:		FAULT CODES: P0302, P0301, P0300, P0303, P0304, P0305, P0306, P0307, P0308, P0309, P030A, P030B, P030C, P030D, P030E, P030F, P030G, P030H, P030I, P030J, P030K, P030L, P030M, P030N, P030O, P030P, P030Q, P030R, P030S, P030T, P030U, P030V, P030W, P030X, P030Y, P030Z, P0310, P0311, P0312, P0313, P0314, P0315, P0316, P0317, P0318, P0319, P031A, P031B, P031C, P031D, P031E, P031F, P031G, P031H, P031I, P031J, P031K, P031L, P031M, P031N, P031O, P031P, P031Q, P031R, P031S, P031T, P031U, P031V, P031W, P031X, P031Y, P031Z, P0320, P0321, P0322, P0323, P0324, P0325, P0326, P0327, P0328, P0329, P032A, P032B, P032C, P032D, P032E, P032F, P032G, P032H, P032I, P032J, P032K, P032L, P032M, P032N, P032O, P032P, P032Q, P032R, P032S, P032T, P032U, P032V, P032W, P032X, P032Y, P032Z, P0330, P0331, P0332, P0333, P0334, P0335, P0336, P0337, P0338, P0339, P033A, P033B, P033C, P033D, P033E, P033F, P033G, P033H, P033I, P033J, P033K, P033L, P033M, P033N, P033O, P033P, P033Q, P033R, P033S, P033T, P033U, P033V, P033W, P033X, P033Y, P033Z, P0340, P0341, P0342, P0343, P0344, P0345, P0346, P0347, P0348, P0349, P034A, P034B, P034C, P034D, P034E, P034F, P034G, P034H, P034I, P034J, P034K, P034L, P034M, P034N, P034O, P034P, P034Q, P034R, P034S, P034T, P034U, P034V, P034W, P034X, P034Y, P034Z, P0350, P0351, P0352, P0353, P0354, P0355, P0356, P0357, P0358, P0359, P035A, P035B, P035C, P035D, P035E, P035F, P035G, P035H, P035I, P035J, P035K, P035L, P035M, P035N, P035O, P035P, P035Q, P035R, P035S, P035T, P035U, P035V, P035W, P035X, P035Y, P035Z, P0360, P0361, P0362, P0363, P0364, P0365, P0366, P0367, P0368, P0369, P036A, P036B, P036C, P036D, P036E, P036F, P036G, P036H, P036I, P036J, P036K, P036L, P036M, P036N, P036O, P036P, P036Q, P036R, P036S, P036T, P036U, P036V, P036W, P036X, P036Y, P036Z, P0370, P0371, P0372, P0373, P0374, P0375, P0376, P0377, P0378, P0379, P037A, P037B, P037C, P037D, P037E, P037F, P037G, P037H, P037I, P037J, P037K, P037L, P037M, P037N, P037O, P037P, P037Q, P037R, P037S, P037T, P037U, P037V, P037W, P037X, P037Y, P037Z, P0380, P0381, P0382, P0383, P0384, P0385, P0386, P0387, P0388, P0389, P038A, P038B, P038C, P038D, P038E, P038F, P038G, P038H, P038I, P038J, P038K, P038L, P038M, P038N, P038O, P038P, P038Q, P038R, P038S, P038T, P038U, P038V, P038W, P038X, P038Y, P038Z, P0390, P0391, P0392, P0393, P0394, P0395, P0396, P0397, P0398, P0399, P039A, P039B, P039C, P039D, P039E, P039F, P039G, P039H, P039I, P039J, P039K, P039L, P039M, P039N, P039O, P039P, P039Q, P039R, P039S, P039T, P039U, P039V, P039W, P039X, P039Y, P039Z, P0400, P0401, P0402, P0403, P0404, P0405, P0406, P0407, P0408, P0409, P040A, P040B, P040C, P040D, P040E, P040F, P040G, P040H, P040I, P040J, P040K, P040L, P040M, P040N, P040O, P040P, P040Q, P040R, P040S, P040T, P040U, P040V, P040W, P040X, P040Y, P040Z, P0410, P0411, P0412, P0413, P0414, P0415, P0416, P0417, P0418, P0419, P041A, P041B, P041C, P041D, P041E, P041F, P041G, P041H, P041I, P041J, P041K, P041L, P041M, P041N, P041O, P041P, P041Q, P041R, P041S, P041T, P041U, P041V, P041W, P041X, P041Y, P041Z, P0420, P0421, P0422, P0423, P0424, P0425, P0426, P0427, P0428, P0429, P042A, P042B, P042C, P042D, P042E, P042F, P042G, P042H, P042I, P042J, P042K, P042L, P042M, P042N, P042O, P042P, P042Q, P042R, P042S, P042T, P042U, P042V, P042W, P042X, P042Y, P042Z, P0430, P0431, P0432, P0433, P0434, P0435, P0436, P0437, P0438, P0439, P043A, P043B, P043C, P043D, P043E, P043F, P043G, P043H, P043I, P043J, P043K, P043L, P043M, P043N, P043O, P043P, P043Q, P043R, P043S, P043T, P043U, P043V, P043W, P043X, P043Y, P043Z, P0440, P0441, P0442, P0443, P0444, P0445, P0446, P0447, P0448, P0449, P044A, P044B, P044C, P044D, P044E, P044F, P044G, P044H, P044I, P044J, P044K, P044L, P044M, P044N, P044O, P044P, P044Q, P044R, P044S, P044T, P044U, P044V, P044W, P044X, P044Y, P044Z, P0450, P0451, P0452, P0453, P0454, P0455, P0456, P0457, P0458, P0459, P045A, P045B, P045C, P045D, P045E, P045F, P045G, P045H, P045I, P045J, P045K, P045L, P045M, P045N, P045O, P045P, P045Q, P045R, P045S, P045T, P045U, P045V, P045W, P045X, P045Y, P045Z, P0460, P0461, P0462, P0463, P0464, P0465, P0466, P0467, P0468, P0469, P046A, P046B, P046C, P046D, P046E, P046F, P046G, P046H, P046I, P046J, P046K, P046L, P046M, P046N, P046O, P046P, P046Q, P046R, P046S, P046T, P046U, P046V, P046W, P046X, P046Y, P046Z, P0470, P0471, P0472, P0473, P0474, P0475, P0476, P0477, P0478, P0479, P047A, P047B, P047C, P047D, P047E, P047F, P047G, P047H, P047I, P047J, P047K, P047L, P047M, P047N, P047O, P047P, P047Q, P047R, P047S, P047T, P047U, P047V, P047W, P047X, P047Y, P047Z, P0480, P0481, P0482, P0483, P0484, P0485, P0486, P0487, P0488, P0489, P048A, P048B, P048C, P048D, P048E, P048F, P048G, P048H, P048I, P048J, P048K, P048L, P048M, P048N, P048O, P048P, P048Q, P048R, P048S, P048T, P048U, P048V, P048W, P048X, P048Y, P048Z, P0490, P0491, P0492, P0493, P0494, P0495, P0496, P0497, P0498, P0499, P049A, P049B, P049C, P049D, P049E, P049F, P049G, P049H, P049I, P049J, P049K, P049L, P049M, P049N, P049O, P049P, P049Q, P049R, P049S, P049T, P049U, P049V, P049W, P049X, P049Y, P049Z, P0500, P0501, P0502, P0503, P0504, P0505, P0506, P0507, P0508, P0509, P050A, P050B, P050C, P050D, P050E, P050F, P050G, P050H, P050I, P050J, P050K, P050L, P050M, P050N, P050O, P050P, P050Q, P050R, P050S, P050T, P050U, P050V, P050W, P050X, P050Y, P050Z, P0510, P0511, P0512, P0513, P0514, P0515, P0516, P0517, P0518, P0519, P051A, P051B, P051C, P051D, P051E, P051F, P051G, P051H, P051I, P051J, P051K, P051L, P051M, P051N, P051O, P051P, P051Q, P051R, P051S, P051T, P051U, P051V, P051W, P051X, P051Y, P051Z, P0520, P0521, P0522, P0523, P0524, P0525, P0526, P0527, P0528, P0529, P052A, P052B, P052C, P052D, P052E, P052F, P052G, P052H, P052I, P052J, P052K, P052L, P052M, P052N, P052O, P052P, P052Q, P052R, P052S, P052T, P052U, P052V, P052W, P052X, P052Y, P052Z, P0530, P0531, P0532, P0533, P0534, P0535, P0536, P0537, P0538, P0539, P053A, P053B, P053C, P053D, P053E, P053F, P053G, P053H, P053I, P053J, P053K, P053L, P053M, P053N, P053O, P053P, P053Q, P053R, P053S, P053T, P053U, P053V, P053W, P053X, P053Y, P053Z, P0540, P0541, P0542, P0543, P0544, P0545, P0546, P0547, P0548, P0549, P054A, P054B, P054C, P054D, P054E, P054F, P054G, P054H, P054I, P054J, P054K, P054L, P054M, P054N, P054O, P054P, P054Q, P054R, P054S, P054T, P054U, P054V, P054W, P054X, P054Y, P054Z, P0550, P0551, P0552, P0553, P0554, P0555, P0556, P0557, P0558, P0559, P055A, P055B, P055C, P055D, P055E, P055F, P055G, P055H, P055I, P055J, P055K, P055L, P055M, P055N, P055O, P055P, P055Q, P055R, P055S, P055T, P055U, P055V, P055W, P055X, P055Y, P055Z, P0560, P0561, P0562, P0563, P0564, P0565, P0566, P0567, P0568, P0569, P056A, P056B, P056C, P056D, P056E, P056F, P056G, P056H, P056I, P056J, P056K, P056L, P056M, P056N, P056O, P056P, P056Q, P056R, P056S, P056T, P056U, P056V, P056W, P056X, P056Y, P056Z, P0570, P0571, P0572, P0573, P0574, P0575, P0576, P0577, P0578, P0579, P057A, P057B, P057C, P057D, P057E, P057F, P057G, P057H, P057I, P057J, P057K, P057L, P057M, P057N, P057O, P057P, P057Q, P057R, P057S, P057T, P057U, P057V, P057W, P057X, P057Y, P057Z, P0580, P0581, P0582, P0583, P0584, P0585, P0586, P0587, P0588, P0589, P058A, P058B, P058C, P058D, P058E, P058F, P058G, P058H, P058I, P058J, P058K, P058L, P058M, P058N, P058O, P058P, P058Q, P058R, P058S, P058T, P058U, P058V, P058W, P058X, P058Y, P058Z, P0590, P0591, P0592, P0593, P0594, P0595, P0596, P0597, P0598, P0599, P059A, P059B, P059C, P059D, P059E, P059F, P059G, P059H, P059I, P059J, P059K, P059L, P059M, P059N, P059O, P059P, P059Q, P059R, P059S, P059T, P059U, P059V, P059W, P059X, P059Y, P059Z, P0600, P0601, P0602, P0603, P0604, P0605, P0606, P0607, P0608, P0609, P060A, P060B, P060C, P060D, P060E, P060F, P060G, P060H, P060I, P060J, P060K, P060L, P060M, P060N, P060O, P060P, P060Q, P060R, P060S, P060T, P060U, P060V, P060W, P060X, P060Y, P060Z, P0610, P0611, P0612, P0613, P0614, P0615, P0616, P0617, P0618, P0619, P061A, P061B, P061C, P061D, P061E, P061F, P061G, P061H, P061I, P061J, P061K, P061L, P061M, P061N, P061O, P061P, P061Q, P061R, P061S, P061T, P061U, P061V, P061W, P061X, P061Y, P061Z, P0620, P0621, P0622, P0623, P0624, P0625, P0626, P0627, P0628, P0629, P062A, P062B, P062C, P062D, P062E, P062F, P062G, P062H, P062I, P062J, P062K, P062L, P062M, P062N, P062O, P062P, P062Q, P062R, P062S, P062T, P062U, P062V, P062W, P062X, P062Y, P062Z, P0630, P0631, P0632, P0633, P0634, P0635, P0636, P0637, P0638, P0639, P063A, P063B, P063C, P063D, P063E, P063F, P063G, P063H, P063I, P063J, P063K, P063L, P063M, P063N, P063O, P063P, P063Q, P063R, P063S, P063T, P063U, P063V, P063W, P063X, P063Y, P063Z, P0640, P0641, P0642, P0643, P0644, P0645, P0646, P0647, P0648, P0649, P064A, P064B, P064C, P064D, P064E, P064F, P064G, P064H, P064I, P064J, P064K, P064L, P064M, P064N, P064O, P064P, P064Q, P064R, P064S, P064T, P064U, P064V, P064W, P064X, P064Y, P064Z, P0650, P0651, P0652, P0653, P0654, P0655, P0656, P0657, P0658, P0659, P065A, P065B, P065C, P065D, P065E, P065F, P065G, P065H, P065I, P065J, P065K, P065L, P065M, P065N, P065O, P065P, P065Q, P065R, P065S, P065T, P065U, P065V, P065W, P065X, P065Y, P065Z, P0660, P0661, P0662, P0663, P0664, P0665, P0666, P0667, P0668, P0669, P066A, P066B, P066C, P066D, P066E, P066F, P066G, P066H, P066I, P066J, P066K, P066L, P066M, P066N, P066O, P066P, P066Q, P066R, P066S, P066T, P066U, P066V, P066W, P066X, P066Y, P066Z, P0670, P0671, P0672, P0673, P0674, P0675, P0676, P0677, P0678, P0679, P067A, P067B, P067C, P067D, P067E, P067F, P067G, P067H, P067I, P067J, P067K, P067L, P067M, P067N, P067O, P067P, P067Q, P067R, P067S, P067T, P067U, P067V, P067W, P067X, P067Y, P067Z, P0680, P0681, P0682, P0683, P0684, P0685, P0686, P0687, P0688, P0689, P068A, P068B, P068C, P068D, P068E, P068F, P068G, P068H, P068I, P068J, P068K, P068L, P068M, P068N, P068O, P068P, P068Q, P068R, P068S, P068T, P068U, P068V, P068W, P068X, P068Y, P068Z, P0690, P0691, P0692, P0693, P0694, P0695, P0696, P0697, P0698, P0699, P069A, P069B, P069C, P069D, P069E, P069F, P069G, P069H, P069I, P069J, P069K, P069L, P069M, P069N, P069O, P069P, P069Q, P069R, P069S, P069T, P069U, P069V, P069W, P069X, P069Y, P069Z, P0700, P0701, P0702, P0703, P0704, P0705, P0706, P0707, P0708, P0709, P070A, P070B, P070C, P070D, P070E, P070F, P070G, P070H, P070I, P070J, P070K, P070L, P070M, P070N, P070O, P070P, P070Q, P070R, P070S, P070T, P070U, P070V, P070W, P070X, P070Y, P070Z, P0710, P0711, P0712, P0713, P0714, P0715, P0716, P0717, P0718, P0719, P071A, P071B, P071C, P071D, P071E, P071F, P071G, P071H, P071I, P071J, P071K, P071L, P071M, P071N, P071O, P071P, P071Q, P071R, P071S, P071T, P071U, P071V, P071W, P071X, P071Y, P071Z, P0720, P0721, P0722, P0723, P0724, P0725, P0726, P0727, P0728, P0729, P072A, P072B, P072C, P072D, P072E, P072F, P072G, P072H, P072I, P072J, P072K, P072L, P072M, P072N, P072O, P072P, P072Q, P072R, P072S, P072T, P072U, P072V, P072W, P072X, P072Y, P072Z, P0730, P0731, P0732, P0733, P0734, P0735, P0736, P0737, P0738, P0739, P073A, P073B, P073C, P073D, P073E, P073F, P073G, P073H, P073I, P073J, P073K, P073L, P073M, P073N, P073O, P073P, P073Q, P073R, P073S, P073T, P073U, P073V, P073W, P073X, P073Y, P073Z, P0740, P0741, P0742, P0743, P0744, P0745, P0746, P0747, P0748, P0749, P074A, P074B, P074C, P074D, P074E, P074F, P074G, P074H, P074I, P074J, P074K, P074L, P074M, P074N, P074O, P074P, P074Q, P074R, P074S, P074T, P074U, P074V, P074W, P074X, P074Y, P074Z, P0750, P0751, P0752, P0753, P0754, P0755, P0756, P0757, P0758, P0759, P075A, P075B, P075C, P075D, P075E, P075F, P075G, P075H, P075I, P075J, P075K, P075L, P075M, P075N, P075O, P075P, P075Q, P075R, P075S, P075T, P075U, P075V, P075W, P075X, P075Y, P075Z, P0760, P0761, P0762, P0763, P0764, P0765, P0766, P0767, P0768, P0769, P076A, P076B, P076C, P076D, P076E, P076F, P076G, P076H, P076I, P076J, P076K, P076L, P076M, P076N, P076O, P076P, P076Q, P076R, P076S, P076T, P076U, P076V, P076W, P076X, P076Y, P076Z, P0770, P0771, P0772, P0773, P0774, P0775, P0776, P0777, P0778, P0779, P077A, P077B, P077C, P077D, P077E, P077F, P077G, P077H, P077I, P077J, P077K, P077L, P077M, P077N, P077O, P077P, P077Q, P077R, P077S, P077T, P077U, P077V, P077W, P077X, P077Y, P077Z, P0780, P0781, P0782, P0783, P0784, P0785, P0786, P0787, P0788, P0789, P078A, P078B, P078C, P078D, P078E, P078F, P078G, P078H, P078I, P078J, P078K, P078L, P078M, P078N, P078O, P078P, P078Q, P078R, P078S, P078T, P078U, P078V, P078W, P078X, P078Y, P078Z, P0790, P0791, P0792, P0793, P0794, P0795, P0796, P0797, P0798, P0799, P079A, P079B, P079C, P079D, P079E, P079F, P079G, P079H, P079I, P079J, P079K, P079L, P079M, P079N, P079O, P079P, P079Q, P079R, P079S, P079T, P079U, P079V, P079W, P079X, P079Y, P079Z, P0800, P0801, P0802, P0803, P0804, P0805, P0806, P0807, P0808, P0809, P080A, P080B, P080C, P080D, P080E, P080F, P080G, P080H, P080I, P080J, P080K, P080L, P080M, P080N, P080O, P080P, P080Q, P080R, P080S, P080T, P080U, P080V, P080W, P080X, P080Y, P080Z, P0810, P0811, P0812, P0813, P0814, P0815, P0816, P0817, P0818, P0819, P081A, P081B, P081C, P081D, P081E, P081F, P081G, P081H, P081I, P081J, P081K, P081L, P081M, P081N, P081O, P081P, P081Q, P081R, P081S, P081T, P081U, P081V, P081W, P081X, P081Y, P081Z, P0820, P0821, P0822, P0823, P0824, P0825, P0826, P0827, P0828, P082																					

DEALER 71C 491 VIN 1FMYU03112KA50307

	SUGGESTED RETAIL PRICE	AMOUNT
003C ESCAPE XLT 4X2 W19" AL WH 21770	00	20226.00
2002 MODEL YEAR		
0A BLACK CLEARCOAT		
2E M PARCH PHEM CLT SPT SOCKET		
ORDER CODE 300A		
991 .3.0L DURATEC V6 ENGINE	NC	NC
944 .4-SPEED AUTOMATIC O/D TRANS	NC	NC
153 FRONT LICENSE PLATE BRACKET	NC	NC
422 CALIFORNIA EMISSIONS SYSTEM	NC	NC
TOTAL VEHICLE & OPTIONS	21770.00	20226.00
DESTINATION & DELIVERY	540.00	540.00
SCHEDULE A (MEMO)	.00	
TOTAL FOR VEHICLE	22310.00	

10 U.S. GAL GAS FACTORY 10.50
 CA NEW MTR VEHICLE BOARD FEES 1.00
 PRICED DORA
 BATCH-ID 1J1S103422 M XR 2X
 PRICE LEVEL 22530003 VIN: 1FMYU03112KA50307
 SHIPPING WEIGHT 3090 LBS.

THIS INVOICE MAY NOT REFLECT THE FINAL COST OF THE VEHICLE IN VIEW OF THE POSSIBILITY OF FUTURE REBATES, ALLOWANCES, DISCOUNTS AND INCENTIVE AWARDS FROM FORD MOTOR COMPANY TO THE DEALER.

FDA/FIL/DA ASSESSMENT	INVOICE TOTAL	DEER HOLDBACK FOR DEALER ACCOUNT	USE OFFER PROGRAM COST FOR DEALER ACCOUNT	NET INVOICE LESS HOLDBACK & FIL COST	A PLAN
55.00	20840.50	553.00		20187.50	19965.50

653.00 .00 .00 1.00 553.00 20036.00

SOLD TO
 Magic Ford 71C491
 23920 Creekside Road
 Valencia CA 91355

T.O. 2 M STATE 6 CA CK27

SHIP TO (IF OTHER THAN ABOVE) DATE SHIP. PREPARED 09/19/01 ITEM NUMBER 71-3403 TRM 2E TRNMT 08
 SHIP THROUGH

INVOICE & UNIT IDENTIFICATION NO. 1FMYU03112KA50307 FINAL ASSEMBLY POINT KANSAS CITY Ford Motor Credit 000001
 2KA50307 1F 003 20010919 010919 1J191 M 225 71C491
 THIS INVOICE TO BE USED FOR THE BILLING OF VEHICLES ONLY

DEALER'S COPY 2

2840.50 KUI

EP02-027.1 0561

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE (\$10). RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE'S MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 10/22/2002 TO: 10/22/2003

NAME	YR MODEL	YR 1ST SOLD	V/L CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2002	2001	FJ	120	11	4JVF579
BODY TYPE MODEL	NO	NO				VEHICLE ID NUMBER
UT	G	HY				1FMYU03112KA50307
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	3 rd FEE RECVD	FIC	STICKER ISSUED
AUTOMOBILE		11/16/02	19	10/29/02	8	56269925
REGISTERED OWNER						PR EXP DATE: 10/22/2002
						AMOUNT PAID
						\$ 196.00

AMOUNT DUE	AMOUNT RECVD
\$ 196.00	CASH :
	CHEK :
	CRDT :

CANYON CTRY
CA

LICENSER
FORD MOTOR CRDT CO
260 INTERSTATE N FERRY HW

ATLANTA
GA

30329

H06 183 01 0019600 0139 PS H06 111602 11 4JVF579 307

6-27-03

Krohn & Moss, Ltd.

Main Office
120 West Madison, 10th Floor
Chicago, Illinois 60602
www.consumerlawcenter.net

CASE: July 12
1333521783

Region: MI
Eileen

Writer's Direct Number
(800) 875-3666 Ext. 252
Writer's Direct Facsimile
(800) 886-0979
Writer's Direct E-Mail
tkrohn@krohn.com

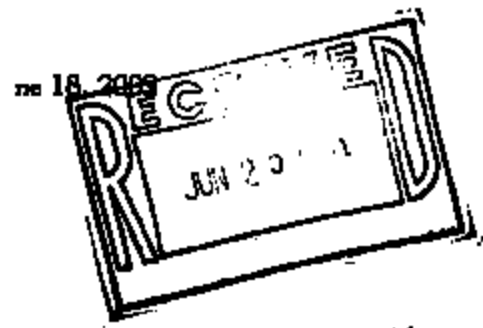
10:18p - Fri 7/25
Frances - former Ford
re Holiday - 9 days total

Licensed to Practice

CONSUMER AFFAIRS
OFFICE Also Located In
California
Florida
Arizona
Georgia
Indiana
Missouri
Ohio
Wisconsin

3 JUN 23 12:40

VIA U.S.
Ford Motor
Customer
P.O. Box
Dearborn,



Vehicle: 2002 Ford Escape
VIN: 1FMYU03112KA50907
Our File No.: L03003725A

3 JUN 27 09:13

CONSUMER AFFAIRS

Dear Sir or Madam:

WSDS 10/20/01

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("Lemon Law") and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office as.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

June 18, 2003

1. Defective Engine/electrical as evidenced by vehicle failing to start; stalling and illumination of SES light;
2. Defective coolant system as evidenced by coolant leaks;
3. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle, which has been out of service for over thirty (30) days. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle.

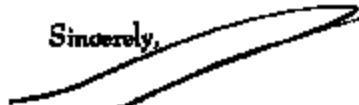
going to file lawsuit

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within thirty (30) days from the date of this letter, a lawsuit will be filed.

Sincerely,



Todd M. Friedman
Attorney at Law

TME/f

cc: [redacted]

FORD CREDIT...WE CAN MAKE IT HAPPEN.

Account Number	Vehicle Description	VIN	Statement Date	Payment Amount Through
440000222007E	2002 FORD ESCAPE	1FMYU81122LA00007	08/23/2003	07/18/2003 \$ 14,464.33



For address changes or other communication, feel free to contact us.

Customer Service Center 1-800-727-7000 Mon - Sat 9am to 5pm CST
 Website Address www.fordcredit.com

TRANSACTIONS SINCE LAST STATEMENT

Date	Description	Amount
08/11/2003	Payment Received	\$ 419.50

Payments received after statement date are not reflected.

AMOUNT(S) DUE

Date	Description	Amount
07/26/2003	Payment Due	\$ 419.50

Payments received at a location other than the residence address shown below may constitute your account, unless otherwise provided by law.

If you disagree with the amount necessary to pay off your account, send all communications regarding your disputed payment and request payments to:

Ford Credit
c/o Correspondence
P.O. Box 100001
Las Vegas, NV 89120-0040

All other payments should be mailed to:

Ford Dept
P.O. Box 7172
Pomona, CA 91766-7172

As a global leader in automotive financing, Ford Credit offers customers the convenience and flexibility of on-line account access at www.fordcredit.com. If you have additional questions, please call us at 1-800-727-7000.

7/23/03
 \$ 419.50 + 2.80
 Phone # 7240419

As required by law, in some states, you are hereby notified that a negative credit report reflecting your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

DETACH AND RETURN THIS SLIP TO THE COLUMN BELOW FOR EACH ACCOUNT PAID

8 31

Pawelek, Eileen (E.M.)

From: Pawelek, Eileen (E.M.)
Sent: Thursday, July 17, 2003 11:12 AM
To: Gitt, Cory (C.R.)
Cc: Pawelek, Eileen (E.M.)
Subject: Attorney demand

Hi Cory,

I'm handling an attorney demand letter for a Litigation Prevention case for the following customer. Please let me know if you've had any contact with them or would like to provide your input.

Thanks!

██████████-Power Ford Valencia-2002 Escape-1FMYU03112KA50307-concerns with stalling, coolant leaks.

Eileen Pawelek

Senior Legal Analyst
Consumer Affairs
Phone: 313 845 5483
Fax: 313 845 6002

KROHN & MOSS, LTD.

MAIN OFFICE
180 West Madison Street
10th Floor
Chicago, Illinois 60602
(312) 578-9428

OFFICES ALSO LOCATED IN:

ILLINOIS □ OHIO □ INDIANA □ WISCONSIN □
GEORGIA □ ARIZONA □ MISSOURI □ FLORIDA □ CALIFORNIA

www.krohnandmoss.com

FAX COVER SHEET

Sent to Fax Number:

(313) 845-6002

Please Deliver To:

Eileen Pausck

From:

TJed

/Krohn & Moss, Ltd. at ext. 232

Case:



V-Ford

Date:

DOCUMENTS	NUMBER OF PAGES*

COMMENTS:

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (312) 578-9428.

Vehicle Information Report

GENERAL VEHICLE INFORMATION:

(Related Claims)

VIN: 1FMYU03112KA50307	Vehicle Line: T/M1 - ESCAPE (U204) (2001)	Body Style: *
Model Year: 2002	Market Derivat: T/F - FORD DIVISION DERIVATIVE	North Eng Serial No: 0M2672046
Veh Type: T	Drive Code: T/A - 2 WHL L/H FRONT DRIVE	Engine: T/LD - MOD 3.0L DOHC IPI NA V6 G*NAAO
Inv. Dealer: D1864	Body Cab Style: - 5 DOOR LIGHT TRUCK	Transmission: T/DJ - 4 SPD AUTO TRANS NAAO CDM
Vehicle Status Code: 800	Version/Series: TAF - FORD SERIES	

Trace Eng Serial No:

-----1-----2-----3-----4-----5-----6-----7-----8-----

NA

Trace Trans Serial No:

NA

BUILD INFORMATION:

Region: NA - #####	Plant: AJ - KANSAS CITY PLANT BUILD
Country: USA - #####	Prod Date: 27-SEP-2001

SALE INFORMATION:

Region: NA - #####	Selling Dealer: 171491 - *
Country: USA - #####	Selling Div Suffix: CA
	Buyer Suffix: CA
Arrival Date: 03-OCT-2001	Rent Carpet Lease: *
Sale Date: 20-OCT-2001	Fleet/Retail/Co. Lease: R
Warranty Start Date: 20-OCT-2001	Modified Vehicle: * Vehicle Check Flag:
Orig Warranty Date: 20-OCT-2001	Reacquired Vehicle: * Vehicle Export Flag: N

EP02-027.1 008B

VOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0-----
 1032EA5030710337 C 2 2342403 MM E 2 494 7A 5 3 2X5 5 053ARM TICARIE 3V UA 283 4 3 11
 FMYLH 300A 914CA 7A

INSTALLED OPTION INFORMATION:

Air Conditioning:	T/B - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	C	GVW Class Code:	Y
Audio Disk:	* - [N/A]	Instrumentation:	* - [N/A]
Axle Ratio:	* - [N/A]	Mirrors(Driver Side):	BH - DRV MANUAL FOLD, POWER ADJUST
Axle Type:	* - [N/A]	Mirrors(Passr Side):	BH - PASS MANUAL FOLD, POWER ADJUST
Battery Amp Rating:	A	Paint:	PN0AA - EBONY SOLID C/C
Brake Code:	FBAAB - 4 WHL ANTI-LOCK BRAKES	Power Antenna:	AB - FIXED RADIO ANTENNA-BRIGHT
Brake Code(Service):	* - [N/A]	Radio:	FA - CDXS RADIO WITH 6 DISC CHANGER
Calibration Code:	DM11A30A	Sound System:	AA - LESS UPGRADED SOUND SYSTEM
Color(Accent):	* - [N/A]	Steer Tendon Asst:	
Color(Trim):	000HH -	Tire Manufacturer:	AD -
Delivery Type:	0	Tire Brand:	UJ44W -
Driveshaft Code:	D	Tire Size:	D3GTQ - P225/70R 15 BSW A-S
Front Seat:	T/B - SEAT-INDIVIDUAL-L/B DRV/PASS	Traction Control:	* - [N/A]
Fuel Type:	AF - UNLEADED FUEL CAPABILITY	Wheel Base:	

TIRE DOT INFORMATION:

LF: ACUJ44W777 RF: ACUJ44W777
 LR: ACUJ44W777 RR: ACUJ44W777
 LE: * RE: *
 SPARE: HY891 R32901 DOT Plant Manufacturer: AC - GENERAL TIRE CO. ; CHARLOTTE ; NORTH CAROLINA ; UNITED STATES

ESP INFORMATION: EMISSIONS INFORMATION:

ESP Code:	* - *
ESP Coverage(Miles):	5
ESP Coverage(Time):	JMP
ESP Plus Year:	2FMXT0301P6
ESP Signature Date:	

Any comments? You can contact

800-2-27-1 0000

KROHN & MOSS, LTD.

MAIN OFFICE
120 West Madison Street
10th Floor
Chicago, Illinois 60602
(312) 578-9428

OFFICES ALSO LOCATED IN

ILLINOIS □ OHIO □ INDIANA □ WISCONSIN □
GEORGIA □ ARIZONA □ MISSOURI □ FLORIDA □ CALIFORNIA

www.crohnsmoss.com

FAX COVER SHEET

Sent to Fax Number:

(313) 845-6002

Please Deliver To:

Eileen A

From:

Krohn & Moss Ltd. at ext.

Case:



Date:

DOCUMENTS	NUMBER OF PAGES*
Purchase Docs	

COMMENTS:

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (312) 578-9428.

2003

1353892342 PITTSBURGH

2002-027.1 0571

CONSUMER AFFAIRS

	DATE	TIME	TO/FROM	MODE	MIN/SEC	PAGE	CHDN	STATUS
19	07/23	15:45	215 548 8817	EC-B	00'18"	001	243	OK

Ford Motor Company

Consumer Affairs

Sent via Fax

July 23, 2003

Mr. Robert Silverman
 Kimmel & Silverman
 30 East Butler Place
 Ambler, PA 19002

RE: [REDACTED]
 2002 Ford Escape
 VIN: 1FMCU94102KD32321

Dear Mr. Silverman:

This letter is in response to your letter dated June 24, 2003 regarding the above-mentioned vehicle.

Ford Motor Company has reviewed your client's claim. Unfortunately, we are unable to offer any assistance at this time.

Thank you for the opportunity to review this concern.

Respectfully yours,

Ruth Davis

Ruth Davis
 Consumer Affairs

Close an Issue

VIN: 1FMCU04102KD52521 Year: 2002 Model: ESCAPE WSD: 2002-08-13
Name: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]
Address: [REDACTED] JOHNSTOWN PA [REDACTED]

Case Number: 1353892342 Issue Type: 07-LEGAL
Reason: LEGAL - OTHER ATTORNEY DEMAND
Symptom: STALL/QUITS AT IDLE ALL ENGINE TEMP
Dealer: F44510 - LAUREL FORD

Comm Type: FAX Current Odometer Reading: 1 MI
Action Category: REDIRECT/REFERRAL/FINAL CASE DISPOSITION Odometer Reading: 1 MI
Action: FINAL CASE DISPOSITION(C)

Caller information if different from vehicle owner
First Name: [REDACTED]
Middle Initial: [REDACTED]
Last Name: [REDACTED]
Relationship: Select One [REDACTED]
Phone: [REDACTED]

Comments: deny assistance - info from fse - send attorney letter

Warranty History ESP/Recall Qeas

[REDACTED] [REDACTED] [REDACTED]

ERR2-027-1 0873

Ford Motor Company

Consumer Affairs

Sent via Fax

July 23, 2003

Mr. Robert Silverman
Kimmel & Silverman
30 East Butler Pike
Ambler, PA 19002

RE: [REDACTED]
2002 Ford Escape
VIN: 1FMCU04102KD52521

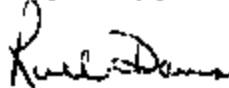
Dear Mr. Silverman:

This letter is in response to your letter dated June 24, 2003 regarding the above-mentioned client.

Ford Motor Company has reviewed your client's claim. Unfortunately, we are unable to offer any assistance at this time.

Thank you for the opportunity to review this concern.

Respectfully yours,



Ruth Davis
Consumer Affairs



VEHICLE QUALITY LIST

LAUREL REPORT

2002-02-23
 2002-02-23

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREF	BASE	SUFF	VRT	VFG	CCC	CD
2401425	M1	T/M1	T/F	T/W	T/E	T/F	AJ	T/DJ	T/LD	16-05-02	13-08-02	144510	USA	0	*	6Y86	*	FWASH	*	SXK	V00	P9*	51
AWS Claim Key:		2401425	Doc #:	07338103	Trx Code:		1	Labr Hrs:	0	Labr Cost:	0	Material Cost:	2.45	Total Cost:	2.45								
Dir Cd-Sub Cd:		07661	Name:	LAUREL FORD	Plc:	814-4675565	St:	PA	City Cd:	USA	Reg Cd:	NA	Repr Date:	23-MAY-2002	DIST(Mile):	10							
Cust Comments:		WASHER FLUID LOW ON INSPECTION																					
Tech Comments:		ADDED WASHER FLUID TO SYSTEM																					
2438175	M1	T/M1	T/F	T/W	T/E	T/F	AJ	T/DJ	T/LD	16-05-02	13-08-02	144510	USA	1	*	7Q01	*	9C734	*	S11	V42	D21	07
AWS Claim Key:		2438175	Doc #:	07589501	Trx Code:		1	Labr Hrs:	1.2	Labr Cost:	67.39	Material Cost:	0	Total Cost:	67.39								
Dir Cd-Sub Cd:		07661	Name:	LAUREL FORD	Plc:	814-4675565	St:	PA	City Cd:	USA	Reg Cd:	NA	Repr Date:	23-AUG-2002	DIST(Mile):	355							
Cust Comments:		CUSTOMER STATES VEHICLE STALLED WHILE DRIVING DOWNHILL																					
Tech Comments:		DID NOT VERIFY CONCERN FOLLOWED PROCEDURES IN TSB 02 11 6. HARDSTOP IDLE FAULTY OUT OF ADJUSTMENT ADJUSTED HARDSTOP IDLE																					
2801610	M1	T/M1	T/F	T/W	T/E	T/F	AJ	T/DJ	T/LD	16-05-02	13-08-02	144510	USA	1	*	2004	*	12A650	*	S11	V42	D21	42
AWS Claim Key:		2801610	Doc #:	07604001	Trx Code:		S07	Labr Hrs:	2	Labr Cost:	11.23	Material Cost:	0	Total Cost:	11.23								
Dir Cd-Sub Cd:		07661	Name:	LAUREL FORD	Plc:	814-4675565	St:	PA	City Cd:	USA	Reg Cd:	NA	Repr Date:	28-AUG-2002	DIST(Mile):	495							
Cust Comments:		CUSTOMER STATES VEHICLE STALLED AGAIN AT BOTTOM OF HILL																					
Tech Comments:		REPROGRAMMED PCM PER HOTLINE WITH LATEST CALIBRATION																					
6279612	M1	T/M1	T/F	T/W	T/E	T/F	AJ	T/DJ	T/LD	16-05-02	13-08-02	144510	USA	11	*	2B03	HL&Z	9F715	AA	S11	V42	D21	42
AWS Claim Key:		6279612	Doc #:	01521802	Trx Code:		S07	Labr Hrs:	1.4	Labr Cost:	81.38	Material Cost:	87.14	Total Cost:	168.52								
Dir Cd-Sub Cd:		07661	Name:	LAUREL FORD	Plc:	814-4675565	St:	PA	City Cd:	USA	Reg Cd:	NA	Repr Date:	23-JUN-2003	DIST(Mile):	7432							
Cust Comments:		CUSTOMER STATES ENGINE STALLED WHILE DRIVING																					
Tech Comments:		DID NOT VERIFY CONCERN REFER TO TSB 02 23 1 FOLLOW ALL STEPS IN TSB DIFE & IAC ARE WRONG NUMBERS REPLACE IAC & DIFE, REPROGRAM PCM.																					

Any comments? You can contact

Davis, Ruth (R.I.)

From: Nigra, Joe (J.)
Sent: Monday, July 21, 2003 5:59 PM
To: Davis, Ruth (R.I.)
Subject: RE: [REDACTED]

The only call to the hotline was on 8/26/02. They have an AWS claim from 6/23/03 that states they did not verify the concern. There is a recalibration to fix this concern and it does work.

Thanks,

Joe Nigra

Ford Motor Company
Field Service Engineer
Customer Service Division, Pittsburgh Region
Cell # 412-512-8456; Office # 412-928-3121
Fax # 724-744-0425

-----Original Message-----

From: Davis, Ruth (R.I.)
Sent: Wednesday, July 02, 2003 10:20 AM
To: Belote, Paul (P.S.)
Cc: Nigra, Joe (J.)
Subject: [REDACTED]

Hi,

I have received an attorney demand for lemon law on this vehicle. If you have any information about this vehicle that would assist me with a decision, please let me know.

Thank you,

VIN: 1FMCLD4102KD52521	Year: 2002	Model: ESCAPE	Case: 1353882342
Name: [REDACTED]	Owner Status: Original	WSD: 2002-05-13	
Symptom Desc: STALL/QUITS AT IDLE ALL ENGINE TEMP		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND		Secondary Phone: [REDACTED]	
Issue Type: 07 LEGAL	Issue Status: ACKNOWLEDGE		
Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND		Origin Desc: CA-LITIGATION PREVENTION-FRONT	
Dealer: 07881 LAUREL FORD		DESK	
Odometer: 1 MI	Comm Type: FAX		
Analyst Name: LEICH, CHERIE	Analyst: CLEICH		
Action Date: 06/26/2003	Action Time: 11.17.34.127	Action Date: Yes	
Comments: *****ATTORNEY DEMAND***** FAX RECEIVED 6-25-03. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR CHRONIC STALLING. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.			

Ruth Davis

Litigation Prevention Analyst



KIMMEL & SILVERMAN

P.C.

ROBERT
CRAIG

* ALSO MEMBER
** ALSO MEMBER
* ALSO MEMBER OF A.

*Ruth
1353892342*

39 EAST BUTLER PIKE
AMBLER, PA 19002

1-800-LESSON LAW
F (215) 546-8888
F (215) 546-8817

www.lessonlaw.com

JACQUELINE G. HERRITT
ROBERT A. RAPKIN
VIVIAN BENZ PERKIN
AMY D. COX
LOUIS DOBL JR.
SHANNON M. RYAN
DANA TARQUIN
MAYLEE M. MEEKINS
LINDSAY D. HOFFMAN

July 18, 2003

VIA TELEFAX ONLY
(313) 845-5555

Mr. Vince Kirksey
Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, Michigan 48126

RE: [REDACTED] v. Ford Motor Company
2002 Ford Escape
VIN: 1FMCU04102KD52521
Zip Code: 15905
Selling Dealer: Laurel Ford

Dear Mr. Kirksey:

Please accept this letter as confirmation that your client has made no offer in the above matter. Therefore, I have no choice but to place this matter in suit as soon as possible. Unless I hear from you, I will assume your offer remains unchanged. Although we may not be able to settle this case, I nevertheless appreciate the time you took to review the facts and discuss settlement with me.

Please be advised that suit will be filed if we have not reached a settlement on or before 7/25/03. In the meantime, please call or write me if you need any additional information or documentation.

Very truly yours,

Robert M. Silverman

RMS:vas

Customer Data Link Issue

Print

VIN: 1FMCLJ04102KD62521 Year: 2002 Model: ESCAPE Case: 1353892342
 Name: [REDACTED] Owner Status: Original WSD: 2002-08-13
 Symptoms Desc: STALL/QUITS AT CRUISE HOT ENGINE Primary Phone: [REDACTED]
 Reason Desc: WARRANTY - COVERAGE INQUIRY Secondary Phone: [REDACTED]
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY
 Dealer: 07661 LAUREL FORD Origin Desc: US CONCERN CASE BASE
 Odometer: 200 MI Coma Type: PHONE
 Analyst Name: JENNNE JAMES Analyst: JJAMES1
 Action Date: 08/22/2002 Action Time: 09.48.55.177 Action Data: No

Caller Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
------------	----------------	-----------	-----------	--------------

Comments CUSTOMER SAYS: -CUST STATES THAT THE VEH SHUT OFF (NO POWER STEERING OR BRAKES) WHILE CRUISING DOWN THE ROAD (HOT ENGINE TEMP) -CUST STATES THAT HE CONTACTED THE DLRSHIP -CUST STATES THAT HE NO LONGER WANTS THIS VEH B/C IT IS UNSAFE -CUST STATES THAT HE RESEARCHED ON A WEBSITES AND FOUND THAT THERE ARE OTHER CUST THAT ARE HAVING THE SAME -CUST WOULD LIKE TO KNOW IF THIS IS A KNOWN PROBLEM -CUST STATES THAT THE VEH IS LEMON -CUST STATES THAT HE WILL GIVE THE DLRSHIP 1 CHANCE TO REPAIR THE VEH BUT IF THEY CANNOT VERIFY THE CONCERN AND REPAIR IT THEN HE WILL BE SUING FORD PER CUSTOMER, DEALER SAYS: " LAUREL FORD " -FRANK (GM) STATED THAT THEY WILL NOT TAKE BACK THE VEH CAC ADVISED: -MADE OBC TO DLRSHIP SPOKE WITH JOHN (SALES MGR) -ADVISED JOHN THE REASON FOR MY CALL JOHN STATED THAT THEY CANNOT REPLACE THE VEH -JOHN STATED THAT THEY ARE WILLING TO REPAIR THE VEH BUT THEY HAVE NOT SEEN THE VEH YET - POSSIBLE WARRANTY/ESP COVERAGE FOR YOUR CONCERN - PLEASE TAKE YOUR VEHICLE TO THE F/LM DEALERSHIP OF YOUR CHOICE TO HAVE THE VEHICLE INSPECTED TO DETERMINE IF ANY WARRANTY/ESP WILL BE APPLICABLE INFERENCE CASE ID: 5409

Customer info

Customer: [REDACTED] Primary Phone: [REDACTED] Secondary Phone: [REDACTED]

Address: [REDACTED] JOHNSTOWN PA [REDACTED]

Country: USA Language: EN

Cell Phone: Pager:

Preferred Contact method: Fax:

Preferred Contact Time: Email:

VIN
1FMCU04102KD52521

Year Model
2002 ESCAPE
Open Issues Exist

Vehicle List
Sales Type
X PLAN RTL

Owner Status
Original Owner

Vehicle Info
Oasis
Warranty History

VIN: 1FMCU04102KD52521

No ESP information for this VIN

No Recall information for this VIN

Update This Information In Stars

Dealer Detail

FC&D Region	Sales Region	Sales Zone	Market	P&A Code	Sales Code
44-PITTSBURGH	44-PITTSBURGH	E	A1	07661	F44510

Dealer Name: LAUREL FORD
Dealer Address: 135 FORD DRIVE
 WINDBER PA 16963
Dealer Main Phone: 814-467-5565

Dealer Service Phone: 814-467-5565

Position	Employee Name
DEALER/PARTNER	MICHAEL B SMITH
GENERAL MANAGER	FRANK G ARCURIO
PARTS MANAGER	KEVIN P GEORGE
PARTS & SERVICE DIRECTOR	JOHN R BINNE
SALES MANAGER	JOHN J POLDIAK



webmaster

Details for Issue

Print

VIN: 1FMCU04102KD52521 Year: 2002 Model: ESCAPE Case: 1353892342
 Name: [REDACTED] Owner Status: Original WSD: 2002-06-13
 Symptom Desc: STALL/QUITS AT IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: ACKNOWLEDGE

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK
 Dealer: 07661 LAUREL FORD
 Odometer: 1 MI Comm Type: FAX
 Analyst Name: LEICH,CHERIE Analyst: CLEICH
 Action Date: 06/28/2003 Action Time: 11.17.34.127 Action Date: Yes

Comments: *****ATTORNEY DEMAND***** FAX RECEIVED 6-25-03. ATTORNEY ALLEGES CLIENT'S VEHICLE HAS BEEN SERVICED FOR CHRONIC STALLING. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	KIMMEL & SILVERMAN
ATTORNEY NAME	ROBERT M. SILVERMAN
ATTORNEY PHONE NUMBER	2155408888

Action: MAKE OUTBOUND CALL TO ATTORNEY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Dealer: 07661 LAUREL FORD
 Odometer: 1 MI Comm Type: OTHER
 Analyst Name: DAVIS,RUTH Analyst: RDAVIS98
 Action Date: 06/28/2003 Action Time: 11.35.36.401 Action Date: Yes

Comments: ATTORNEY AWARE OF RECEIPT OF CASE

Data Element Name	Data Value
CONTACT PERSON	VICTORIA

Davis, Ruth (R.I.)

To: Belote, Paul (P.S.)
Cc: Nigra, Joe (J.)
Subject: [REDACTED]

Hi,

I have received an attorney demand for lemon law on this vehicle. If you have any information about this vehicle that would assist me with a decision, please let me know.

Thank you,

MIN: 1FMCU04102KD62521	Year: 2002	Model: ESCAPE	Case: 1363882342
Name: [REDACTED]	Owner Status: Original	W80: 2002-06-13	
Symptom Desc: STALL/QUITS AT IDLE ALL ENGINE TEMP		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - OTHER ATTORNEY DEMAND		Secondary Phone: [REDACTED]	
Issue Type: 07 LEGAL	Issue Status: ACKNOWLEDGE		

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND			
Dealer: 07861 LAUREL FORD		Origin Desc: CA-LITIGATION PREVENTION-FR	
DESK			

Odometer: 1 MI	Comm Type: FAX		
Analyst Name: LEICH, CHERIE	Analyst: CLEICH		
Action Date: 06/26/2003	Action Time: 11.17.34.127	Action Data: Yes	

Comments: *****ATTORNEY DEMAND***** FAX RECEIVED 6-25-03. ATTORNEY ALLEGES CLIENT'S VEH HAS BEEN SERVICED FOR CHRONIC STALLING. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Ruth Davis
Litigation Prevention Analyst
Pittsburgh Region
Phone 313-845-5539
Fax 313-845-5555



KIMMEL & SILVERMAN
P.C.

ROBERT M. SILVERMAN *
CRAIG THOR KIMMEL **

* ALSO MEMBER OF NEW YORK AND NEW JERSEY BARS
** ALSO MEMBER OF NEW YORK BAR
* ALSO MEMBER OF NEW JERSEY BAR

30 EAST BUTLER PIKE
AMBLER, PA 19002

1-800-LEMON LAW
P (215) 546-8886
F (215) 546-8817

www.lemmlaw.com

CASE
1353872342
Region: 44
Ruth AI

ROBERT A. RAVIN
VIVIAN BENE PEKIN*
AMY D. COX*
LOUIS DOBL, JR*
SHANNON M. RYAN*
DANA TARQUENT
MAYLE M. MCKENT
LINDSAY D. HOFFMAN

June 24, 2003

VIA TELEFAX ONLY
(313) 845-5555

Mr. Vince Kirksey
Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, Michigan 48126

RE: [REDACTED] v. Ford Motor Company
2002 Ford Escape
VIN: 1FMCU04102KD52521
Zip Code: 15905
Selling Dealer: Laurel Ford

Dear Mr. Kirksey:

Please take notice that I represent the captioned individual in his claim against Ford. Please take the steps necessary to advise all Ford Personnel and dealership personnel that I am [REDACTED] counsel and there should be no contact with my client, except for contact necessary to implement current repair attempts. I am writing this letter as an effort to work out a pre-litigation settlement and any attempts to contact my client directly will result in the immediate filing of suit and a request for an injunction and sanctions.

As you will notice from your Warranty History as well as any dealership records you review, my client's vehicle is a presumptive lemon. Specifically, the vehicle has been serviced by Laurel Ford for chronic stalling . . .

Vince Kirksey
June 24, 2003
Page -2-

Plaintiff hereby demands the statutory repurchase of the vehicle, plus payment of counsel fees and costs in the bottom line amount of \$1,500.00. I would also be willing to discuss a vehicle swap, but only if the terms are favorable to my client, who is a loyal Ford Customer.

Please be advised that suit will be filed if we have not reached a settlement on or before 7/15/03. In the meantime, please call or write me if you need any additional information or documentation.

Very truly yours,


Robert M. Silverman

RMS:vas

2003

1689070343 SOUTHWEST

ER02-027.1 0008

All Action Details for Issue

Print

VIN: 1FMUJ01B51KF09664 Year: 2001 Model: ESCAPE Case: 1688070343
 Name: [REDACTED] Owner Status: Subsequent WSD: 2000-12-09
 Symptom Desc: STALL/QUITS AT IDLE ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: LEGAL - ATTORNEY REPRESENTING THEMSELVES Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK
 Dealer: 02417 DON DAVIS FORD, INC.
 Odometer: 38108 MI Comm Type: MAIL Analyst: CLEICH
 Analyst Name: LEICH, CHERE Action Time: 14.37.41.656 Action Date: Yes

Comments: -----ATTORNEY DEMAND----- DATE STAMPED 8-11-03. ATTORNEY ALLEGES HIS VEHICLE HAS BEEN SERVICED MULTIPLE TIMES FOR A STALLING CONCERN. ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

Data Element Name	Data Value
NAME OF LAW FIRM	BLUMBERG & BAGLEY ATTORNEYS
ATTORNEY NAME	LUIS B. CASTILLO, JR.
ATTORNEY PHONE NUMBER	8173433168

Action: MAKE OUTBOUND CALL TO CUSTOMER Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Dealer: 02417 DON DAVIS FORD, INC.
 Odometer: 38108 MI Comm Type: PHONE Analyst: MPAWELEK
 Analyst Name: PAWELEK, MAUREEN (M.L.) Action Time: 15.48.09.029 Action Date: Yes

Comments: CUSTOMER'S WIFE IS A PARALEGAL IN ATTORNEY'S OFFICE. CUSTOMER SENT LETTER WITH WIFE'S BUSINESS CARD ATTACHED. CONTACTED CUSTOMER, [REDACTED] WHO SAID THAT MIKE ZORN AT DEALERSHIP HAD TAKEN CARE OF PROBLEM AND HE DID NOT REQUIRE FURTHER ASSISTANCE FROM FORD.

Data Element Name	Data Value
CONTACT PERSON	LUIS CASTILLO

Action: FINAL CASE DISPOSITION Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Dealer: 02417 DON DAVIS FORD, INC.
 Odometer: 38108 MI Comm Type: PHONE Analyst: MPAWELEK
 Analyst Name: PAWELEK, MAUREEN (M.L.) Action Time: 15.48.48.741 Action Date: No

EPR2-027.1 0808

Comments NO FURTHER ACTION NECESSARY, PER CUSTOMER.

EM82-027.1 0000

VIN
1FMJU01B51KF09884

Year Model
2001 ESCAPE
No Open Issues

Vehicle List
Sales Type
INDIVIDUAL RTL

Owner Status
Subsequent Owner

Vehicle Info
Oasis
Warranty History

EM2-027.1 0081

**OASIS RESULT:
1FMUU01B51KF09864**08/18/2003
16:51:07

© Copyright 2002-3 Ford Motor Company. All rights reserved.

VEHICLE INFORMATION**VEHICLE DESCRIPTION**

2001 ESCAPE

TRANSMISSION

65M MANUAL TRANSAXLE

BODY STYLE

4 DR XLS MPV 4X2

AXLE CODE

96

ENGINE

2.0L EFI DOHC ZETEC

ENGINE CALIBRATION

0M12A20A

GENERAL WARRANTY INFORMATION**WARRANTY START DATE**

12/09/2000

BUILD DATE

10/14/2000

SALE MILEAGE**WARNING MESSAGES****LESS THAN TWO DEALER APPROVED AWA REPAIR VISITS PAID TO DATE**

*THIS VEHICLE HAD A CUDL CONTACT CLOSED WITHIN THE PAST 180 DAYS

*THIS VEHICLE HAS AN OPEN CUDL INFORMATIONAL CONTACT

FIELD SERVICE ACTIONS

02M01 CAUTION: MAY NOT NEED REPAIR; SERVICE ONLY IF CONCERN IS PRESENT.
PLEASE REFER TO DEALER LETTER FOR PROGRAM COVERAGE
TUBE-MOUNTED EGR PRESSURE SENSOR - ADDITIONAL COVERAGE OF 2 YEARS OR 24,000
MILES, WHICH EVER OCCURS FIRST, TO THE BASE WARRANTY.

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

REPAIR HISTORY

07/29/2003 DEALER: Don Davis Ford, Inc.

WARRANTY CLAIM NUMBER: 476930

ODOMETER: 030108M

E802-927.1 0092

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
RECALER	ECC PROCESSOR RECAL	000	120000	42	DOES NOT OPERATE PRO
		000	120000		
		000	120000		
		000	120000		
		000	120000		
		000	120000		
		000	120000		

30108 REPROGRAMED PCM. NGS EEC SYSTEM TEST PASS- PASS-PASS PIN POINT TEST, D CL DISPLAY ROAD TESTED AND MONITORED PIDS, ALL NORMAL. FUEL SYSTEM TEST PAS S 35 PSI. REPROGRAMED PCM, TEST DROVE AND RETESTED OK. NOTE CUSTOMER DECLINE D FUEL AND AIR FILTER, ALSO COMPLETE 30K SERVICE

END OF OASIS REPORT FOR 1FMU01B51KF09864

FORM 82-027, 1 0000

Luis B. Castillo, Jr.
Claudia Y. Castillo
5522 Bridgeton Drive
Arlington, Texas 76018
(817) 343-3169

Case:
1689272343
Region: 52
Muzren

August 5, 2003

**VIA FIRST CLASS MAIL AND
CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**
Ford Customer Relationship Center
P.O. Box 6248
Dearborn, Michigan 48126

7002 2410 0004 8337 2254

**VIA FIRST CLASS MAIL AND
CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**
Mr. Don A. Davis
Don Davis Auto Group, Inc.
P. O. Box 1587
Arlington, Texas 76004

7002 2410 0004 8337 2261

3
AUG 1
P 3:00
CONSUMER AFFAIRS

**VIA FIRST CLASS MAIL AND
CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**
Mr. Robert B. Howard,
President
Don Davis Auto Group, Inc.
P. O. Box 1587
Arlington, Texas 76004

7002 2410 0004 8337 2278

re: 2001 Ford Escape, VIN 1FMUU01B51KF09864, purchased by [REDACTED]
[REDACTED]

Gentlemen:

I am writing to notify you of the problems I am experiencing with my 2001 Ford Escape, VIN 1FMUU01B51KF09864 and to request that you contact me or my wife, [REDACTED] within 10 days from your receipt of this letter to address the concerns raised in this letter.

In August 2001, I purchased the 2001 Ford Escape referenced above from Don Davis Auto Group, Inc.'s Used Cars Department located at 633 North Highway 360 in Arlington, Texas. At the time of my purchase, I spoke at length with Mr. Rick Rosales, a salesman with Don Davis Auto

Group, Inc. I was concerned by the fact that the Escape was less than a year old and was already being sold as a used vehicle. [REDACTED] stated that the vehicle was previously leased to one of its customers who had little use for the vehicle. Based on these representations, I elected to purchase the Escape. I realized when I drove the vehicle home from the dealership that I was not provided with a copy of the Escape's manufacturer's warranty. I subsequently called [REDACTED] to request one. After about one year, several calls and a trip to the dealership, I was finally provided with a copy of the warranty.

On October 16, 2001 I began to experience stalling "episodes" with the Escape. I had gone to lunch. When I attempted to start the vehicle to return to work, I could not get the engine to stay on. I had the vehicle towed to the service department located at 633 North Highway 360 in Arlington, Texas. Mr. J.P. Dogan inspected the vehicle. Mr. Dogan stated that he did not find anything wrong with the vehicle and that I probably had "bad gasoline." He suggested I let the gasoline tank empty and that it would solve my problem. Mr. Dogan also stated that the Escape's computer did not show any "codes" when he ran tests on the vehicle.

On March 12, 2002 I again experienced a stalling episode. I was in San Antonio, Texas and had stopped for lunch. When I attempted to start the vehicle to return home I could not get the engine to stay on. After waiting an hour I was able to drive the vehicle to the service department. I requested that Mr. Dogan inspect it again. After inspecting the vehicle, Mr. Dogan stated that it appeared to him that an open circuit in the idle motor was malfunctioning and that he had it replaced. Mr. Dogan indicated again that this would solve my problem. Mr. Dogan also stated that the Escape's computer did not show any "codes" when he ran tests on the vehicle.

On June 24, 2002 I again experienced a stalling episode. I was in Dallas and had stopped to put gasoline in my vehicle. When I attempted to start the vehicle, I could not get the engine to stay on. I was able to drive the vehicle to the service department. I asked for a new technician and a woman introduced to me only as "Lisa" assisted me. "Lisa" inspected the vehicle and told me that its DPFE sensor had a "short" and she would get it replaced. She also stated that she would reprogram the computer and that this would solve my problem. "Lisa" also stated that the Escape's computer did not show any "codes" when she ran tests on the vehicle.

On September 12, 2002 I again experienced a stalling episode. During this episode I was driving on Interstate 20 in Pecos, Texas. I was exiting the highway on an exit ramp heading towards a gasoline station. As I took my foot off of the accelerator, the vehicle stalled. I was able to coast from the highway and to park on the shoulder of the service road. I repeatedly attempted to start the vehicle but I could not get the vehicle to stay on. After several minutes, however, I was able to get the engine started again.

On July 8, 2003 I again experienced a stalling episode. I attempted to start my vehicle after driving to a shopping mall but I could not get the vehicle started. After about two hours I was able to get the vehicle started again.

On July 26, 2003 I again experienced a stalling episode. I attempted to start my vehicle to go home but I could not get the vehicle to stay on. I was able to drive the vehicle to the service

department. [REDACTED] who did not even inspect the vehicle, told me that after reviewing the information regarding my vehicle and the number of times I had brought it in for the same problem, that he had spoken with the manager and that I needed to return the following Monday so that a "flight recorder" could be installed on the vehicle. He told me that there was no one present at the service center who could perform this operation that day.

On July 28, 2003 I took the vehicle to the service department to have the "flight recorder" installed on the Escape. Jose Ramos indicated that he had received the paperwork but that the "flight recorder" would not be necessary since no "codes" had ever been found on the computer. He indicated that he needed to have the vehicle inspected instead. He also indicated, however, that he could not get the vehicle inspected until after its 30,000 mile tune-up was performed. I informed him that I would take my vehicle elsewhere for the tune-up and would return the following weekend to have the vehicle inspected. Jose also stated that the stalling problems I was experiencing were probably caused by a dirty air or fuel filter.

The records of Don Davis Auto Group, Inc.'s service department will confirm the above.

The stalling problem described above creates a serious safety hazard. My wife has contacted Ford Manufacturing Company on two occasions and expressed our dissatisfaction with my 2001 Ford Escape and with Don Davis Auto Group, Inc.'s service department. I have taken the vehicle to Don Davis Auto Group, Inc.'s service department on five separate occasions, have described the problem on each occasion and I have continued to experience stalling problems. My wife has also contacted the United States Department of Transportation, National Highway Traffic Safety Administration and J.D. Power and Associates. I am aware of an ongoing investigation regarding complaints that have been filed with the U.S. Department of Transportation due to stalling problems in the Ford Escapes.

As of the present date, I have made a \$3,000.00 down payment and twenty-two (22) payments of \$347.02 each under the note I signed when I financed my purchase of this vehicle. Further, a balance of more than \$10,000.00 is still owed to Ford Motor Credit, Inc. in connection with that note.

This warranty repair history is obviously unacceptable. As you are aware, I am not required to live with this problematic vehicle and I am herein demanding my entitlement under the Occupations Code Chapter 2301 Effective June 1, 2003, Formerly, Texas Motor Vehicle Commission Code, (Article 4413(36) Vernon's Texas Civil Statutes) (Lemon Law Statutes), which provides:

If the manufacturer, converter, or distributor is unable to conform the motor vehicle to an applicable express warranty by repairing or correcting any defect or condition which creates a serious safety hazard . . . the manufacturer, converter, or distributor shall (1) replace the motor vehicle with a comparable motor vehicle; or (2) accept return of the vehicle from the owner and refund to the owner the full purchase price . . . the manufacturer, converter, or distributor shall reimburse the owner for reasonable incidental costs resulting from loss of use of the motor vehicle because

of the nonconformity or defect.

The Lemon Law states that "a reasonable number of attempts" has been exceeded if, during the first 12 months or 12,000 miles from the date of delivery of the vehicle there has been one repair attempt for a serious safety hazard, and at least one other repair attempt for the same serious safety hazard during the proceeding 12 months or 12,000 miles. My vehicle falls well within this standard.

In light of the facts of this case as applied to the Lemon Law, there is no doubt that you are obligated to make restitution to me for the "lemon" which I was sold.

I am willing to litigate this matter, however, I would prefer to resolve it short of filing a lawsuit. In addition, it will be required that you satisfy the outstanding balance owed to the lien holder of my vehicle, Ford Motor Credit, Inc. Please give this demand the serious consideration it deserves. If I or my wife do not hear from you within 10 days of the date of this letter, I shall assume that you are denying your obligations under the law and I will be left with no choice but to initiate legal proceedings.

To ensure that you receive this letter, I am forwarding duplicate originals of the same to each of you at the addresses set out above via certified mail, return receipt requested and via first class mail.

Yours sincerely,

A large black rectangular redaction box covering the signature area of the letter.