

**EA02-027**

**FORD**

**1/16/04**

**FORD LETTER TO ODI  
ATTACHMENT D,  
& E (D IS ONLY  
THE FIRST PAGE)**

**BOOK 2 OF 2**

**PART 3 OF 4**

**2001 through 2002 Model Year Ford Escape 3.0L V6 Engine Stalling  
Log of Lawsuits and Claims**

**Appendix D  
January 18, 2004**

No.	Cat.	Matter Type	Warranty	Plaintiff Name	Service/Notice Date	Model Name	Model Year	VIN	ALLEGATIONS	Alleged at time of Incident	Court Jurisdiction	Report / Claim Date	Cash Alleged	Property damage alleged	Number of alleged injuries	Number of alleged fatalities
1	A	Subrogation Claim			12/01/2003	Escape	2002	1FMCU02141KA14905	Plaintiff alleges engine stalled and unable to start vehicle.	unk	Wisc	unk	Yes	Yes	0	0
2	A	Subrogation Claim			11/28/2003	Escape	2002	1FMCU0410K099876	Plaintiff alleges recurring stalling issues. Plaintiff involved in unrelated accident where air bag did not deploy.	unk	South Carolina	11/24/2003	No	No	0	0
1	A	Consumer Complaint (Lawsuit)	Breach of Warranty		07/29/2003	Escape	2002	1FMYU041820007228	Plaintiff was trucking when engine stalled - could barely get over. Vehicle just died there was no oil in engine even though oil was changed the night before.							
2	A	Consumer Complaint (Lawsuit)	Breach of Warranty		08/13/2003	Escape	2001	1FMYU04171H000354	Plaintiff alleges defective engine as evidenced by the vehicle dying.	unk	Illinois		No	0	0	0
3	A	Consumer Complaint (Lawsuit)	Breach of Warranty		01/03/2003	Escape	2001	1FMYU02111K278754	Plaintiff alleges vehicle stalled while driving.	unk	Pennsylvania	10/2003	No	No	0	0
4	A	Consumer Complaint (Lawsuit)	Breach of Warranty		07/16/2003	Escape	2001	1FMYU01B99062168	Plaintiff alleges vehicle "died" while she was driving.	unk	Michigan	07/09/2003	No	No	0	0
5	A	Consumer Complaint (Lawsuit)	Breach of Warranty		06/01/2003	Escape	2002	1FMYU09132KA18108	Plaintiff alleges she was driving when the engine started sputtering and engine failure occurred.	unk	Texas	unk	No	No	0	0
6	A	Consumer Complaint (Lawsuit)	Breach of Warranty		08/22/2003	Escape	2001	1FMCU04181KA78038	Plaintiff alleges chronic engine failure and stalling.	unk	Pennsylvania	unk	No	No	0	0
7	A	Consumer Complaint (Lawsuit)	Breach of Warranty		03/27/2003	Escape	2001	1FMYU02081K023037	Plaintiff alleges that when she starts the vehicle it stalls out (intermittent).	unk	New Jersey	unk	No	No	0	0
8	A	Consumer Complaint (Lawsuit)	Breach of Warranty		06/04/2003	Escape	2001	1FMYU04081K022808	Plaintiff alleges stalling.	unk	Pennsylvania		No	No	0	0
9	A	Consumer Complaint (Lawsuit)	Breach of Warranty		07/18/2003	Escape	2001	1FMYU04181KA88731	Plaintiff alleges vehicle stalls when it is idling. Vehicle runs rough before it stalls.	unk	California	unk	No	No	0	0
10	A	Consumer Complaint (Lawsuit)	Breach of Warranty		09/19/2003	Escape	2002	1FMCU04122K0258420	Plaintiff alleges vehicle stalling.	unk	New Jersey	unk	No	No	0	0
11	A	Consumer Complaint (Lawsuit)	Breach of Warranty		06/06/2003	Escape	2001	1FMYU04181K0401776	Plaintiff alleges engine service light is on and engine won't start.	unk	Arizona	unk	No	No	0	0
12	B	Consumer Complaint (Lawsuit)	Breach of Warranty		06/05/2003	Escape	2001	1FMYU02171K027451	Plaintiff alleges stall with restart.	24,011	Pennsylvania		No	0	0	0



CT System

Service of Process Transmittal Form  
Philadelphia, Pennsylvania

06/05/2003

TO: Chris Dzbanek  
Ford Motor Company  
Three Perkiome Blvd., Ste. 1400 West  
Dearborn, MI 48128

Phone: (313) 248-6884 ext.  
FAX: (888) 688-8312  
EMAIL: CDZBANSK@FORD.COM

RE: PROCESS SERVED IN PENNSYLVANIA

FOR Ford Motor Company Domestic Subs: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

- 1. TITLE OF ACTION: Karen Hlojey vs Ford Motor Company
- 2. DOCUMENT(S) SERVED: Cover Sheet, Notice, Complaint, Verification, Attachments
- 3. COURT: Common Pleas Court, Phila Co, PA  
Case Number 000642
- 4. NATURE OF ACTION: Alleged violation of "Lemon Law Act".
- 5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Philadelphia, Pennsylvania
- 6. DATE AND HOUR OF SERVICE: By Process server on 06/05/2003 at 14:30
- 7. APPEARANCE OR ANSWER DUE: 20 days
- 8. ATTORNEY(S): 215 563 7210  
David Garberg  
1234 market St  
Phila, PA 19107
- 9. REMARKS: Note sent 06/05/2003 to CDZBANSK@FORD.COM

SIGNED CT Corporation System  
PER Rosemary Welch  
ADDRESS 1515 Market Street  
Suite 1210  
Philadelphia, PA 19102  
SOP WS 0006432089

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

Trial Division  
Civil Cover Sheet

JUNE 2003

PLAINTIFF'S NAME [REDACTED]	DEFENDANT'S NAME Ford Motor Company <span style="float:right">000642</span>
PLAINTIFF'S ADDRESS Lancaster, PA [REDACTED]	DEFENDANT'S ADDRESS C/O CT Corp., 1515 Market St Phila., PA 19103
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NO. OF DEFENDANTS 1	CHARACTER OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Partition Action <input type="checkbox"/> Motion of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdiction	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Med-Ten <input type="checkbox"/> Concussion <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Summary Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Allowance <input type="checkbox"/> Non-Jury <input type="checkbox"/> Fusion <input type="checkbox"/> Summary Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		

CASE TYPE AND CODE (SEE INSTRUCTIONS)

**1C CONTRACT**

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

**N/A**

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER?								
NONE	<table style="width:100%; border: none;"> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								

**TO THE PROTHONOTARY:**

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant.

Papers may be served at the address set forth below.

NAME OF PLAINTIFF/PETITIONER/APPELLANT'S ATTORNEY <b>David J. Gorberg</b>	ADDRESS (SEE INSTRUCTIONS) 1234 Market Street Phila., PA 19107
PHONE NUMBER 563-7210	FAX NUMBER 563-8738

SUPREME COURT IDENTIFICATION NO. <b>53084</b>	E-MAIL ADDRESS
SIGNATURE 	DATE <b>6/3/03</b>

ASSESSMENT  
OF DAMAGES  
IS ~~NOT~~  
REQUIRED

THIS IS ~~NOT~~ ARBITRATION

GORBERG, GORBERG & ZUBER

BY:  
IDENTICAL TO GORBERG  
SUITE 2040  
1234 MARKET STREET  
PHILADELPHIA, PENNSYLVANIA 19107  
(215) 583-7210

ATTORNEY FOR

Plaintiff

KAREN HICKEY  
3240 Greenridge Drive  
Lancaster, PA 17601

VS.

FORD MOTOR COMPANY  
c/o CT CORPORATION  
1515 Market Street  
Philadelphia, PA 19103

INTERESTING ORDENADO  
COMPARACION EN  
ARBITRACION HEARING  
1801 MARKET STREET, 2ND FLOOR  
FIVE PENN CENTER PLAZA  
TIME: 7:30 AM  
JAN 29 2004  
YOU MUST STILL COMPLY  
WITH THE NOTICE BELOW.  
USTED TODAVIA DEBE  
COMPLIR CON EL AVISO  
PARA DEFENDERSE

COURT OF COMMON PLEAS  
DIVISION

JUNE 2000  
TERM.

No.

010642

**CIVIL ACTION COMPLAINT**  
**1C CONTRACT**

ATTEST

JUN 05 2003

B. PLEASANT  
PRO. PROTHY

"AVISO

"NOTICE

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case will proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION  
LAWYER REFERRAL AND INFORMATION SERVICE  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 398-1701"

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas espuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hacer falta esentar una comparencia escrita o en persona o don an abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requirer que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FLADELPHIA  
SERVICIO DE REFERENCIA E INFORMACION LEGAL  
One Reading Center  
Philadelphia, Pennsylvania 19107  
Teléfono: (215) 398-1701"

ER02-027.1 0127

**GORBERG, GORBERG AND ZUBER**

By: **DAVID J. GORBERG**

Attorney for Plaintiffs

Identification No. 53084

1234 Market Street

Suite 2040

Philadelphia, PA 19107

(215) 563-7210

**KAREN HICKEY**

3240 Greenridge Drive

Lancaster, PA 17601

vs.

**FORD MOTOR COMPANY**

c/o CT CORPORATION

1515 Market Street

Philadelphia, PA 19103

: COURT OF COMMON PLEAS

: PHILADELPHIA COUNTY

TERM, 2003

: NO.

JUN 11 2003  
000642

**COMPLAINT**

1. Plaintiff, Karen Hickey, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 3240 Greenridge Drive, Lancaster, PA 17601.

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

## BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about January 2, 2001, Plaintiff purchased a 2001 Ford Escape manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FMYU02171KE97451. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than \$21,000.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about January 2, 2001, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective electrical system. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM**

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.



23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d) (1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

**COUNT IV**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

GORBERG AND ZUBER

BY:   
DAVID J. GORBERG, ESQUIRE  
Attorney for Plaintiff

**VERIFICATION**

I, **DAVID J. GORBERG**, verify that I am the attorney for the Plaintiff; and that the statements made in the attached Civil Action Complaint are based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit; and that the language of this pleading is that of counsel. Signer verifies that he has read the within pleadings and that they are true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



**DAVID J. GORBERG, ESQUIRE**  
Attorney for Plaintiff

DATE: June 3, 2003

PAV-1ST (10-06)

A. VEHICLE INFORMATION	VIN TITLE NUMBER (AS SHOWN ON ATTACHED TITLE) <b>1FMYD02171KE97451</b>		MAKE OF VEHICLE <b>FORD</b>	MODEL YEAR <b>2001</b>	PURCHASE PRICE (State rate on received)	<b>21000.00</b>	
	VEHICLE IDENTIFICATION NUMBER		CONDITION <input checked="" type="checkbox"/> GOOD <input type="checkbox"/> RAMP <input type="checkbox"/> POOR		LESS TRADE-IN	<b>1200.00</b>	
B. SELLER	LAST NAME (OR FULL BUSINESS NAME) <b>CHAPMAN FORD, LLC.</b>		FIRST NAME	MIDDLE INITIAL	TRAFFICABLE AMOUNT	<b>19800.00</b>	
	CO-SELLER				T. Sales Tax Due (2.5% PA) or 3% (PA) if other state tax imposed	<b>1198.00</b>	
C. BUYER INFORMATION	FIRST NAME		MIDDLE INITIAL	DATE ACQUIRED/PURCHASED <b>01/02/01</b>	[REDACTED]		
	CO-PURCHASER						
	CITY <b>36</b>	STATE <b>PA</b>	ZIP CODE	COUNTY CODE <b>LANCASTER</b>			
D. BUYER INFORMATION	LAST NAME (OR FULL BUSINESS NAME)		FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/PURCHASED	[REDACTED]	
	CO-PURCHASER						
	CITY	STATE	ZIP CODE	COUNTY CODE	REFER TO COUNTY CODES LISTED ON REVERSE SIDE OF THIS COPY		
E. VEHICLE INFORMATION	MAKE OF VEHICLE <b>FORD</b>		VEHICLE IDENTIFICATION NUMBER <b>1FAPP1J7M4106381</b>		[REDACTED]		
MODEL YEAR <b>1991</b>	BODY TYPE (OR TR. ETC.) <b>LX</b>	CONDITION <input type="checkbox"/> GOOD <input checked="" type="checkbox"/> RAMP <input type="checkbox"/> POOR					
F. APPLICATION FOR REGISTRATION	<input type="checkbox"/> ORIGINAL PLATE <input checked="" type="checkbox"/> Green Card <input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED) <input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU <input type="checkbox"/> TEMPORARY PLATE ISSUED BY PAUL AGENT		<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/> TRANSFER & RENEWAL OF PLATE <input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE <input checked="" type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STAMP		TOTAL PAID (Add 1 to 5)	<b>1216.50</b>	
	REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> DAMAGED <input type="checkbox"/> OTHER <input type="checkbox"/> NEVER RECEIVED (NOT IN HAND) <input type="checkbox"/> NOTILE "NEVER RECEIVED" Mark is checked and/or mail complete form MV-14.		TRANSFERRED FROM TITLE NO. <b>43956454</b> TITLE NO. <b>1FAPP1J7M4106381</b>		(ISSUING TOTAL (Add 6 & 7))	<b>1216.00</b>	
	EXPIRES Month <b>02</b> Year <b>01</b>		RELATIONSHIP TO APPLICANT		Send One Check/In This Amount		
	VEHICLE PURCHASED BY <b>OWNER</b>		UNLADEN WEIGHT REG. REG. GROSS WT. (INCLUDING LOAD)		REG. REG. GROSS COME (IFT APPLICABLE)		
	INSURANCE COMPANY NAME <b>ALLSTATE INSURANCE CO</b>		POLICY NO. (OR ATTACHMENT) <b>03788927906/15</b>		POLICY EFFECTIVE DATE <b>11/15/00</b>		
ISSUING AGENT INFORMATION I CERTIFY THE AMOUNT I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND ENVIRONMENT REGULATIONS.		YEAR <b>01</b>		SIGNATURE OF AGENT <b>CGH</b> <b>7111</b>			
G. COMMUNICATION	I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION. THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN FOR THIS VEHICLE AND TO ACCEPT FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$3000 (PA 58 STAT).		TELEPHONE NUMBER		[REDACTED]		
	1ST ASSIGNMENT	Signature of Second Purchaser or Authorized Signer		TELEPHONE NUMBER	Signature of Seller		
2ND ASSIGNMENT	Signature of Co-Purchaser/Title of Authorized Signer				Signature of Co-Seller		
H. ATTENDING TITLE REPRESENTATIVE	NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> . Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate). NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> . IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1.						

If your registration documents are not received within 60 days, please contact PennDOT

MESSENGER NUMBER:

# CHAPMAN AUTO GROUP

www.chapmanautogroup.com



## Chapman Ford, LLC

1951 Columbia Ave. P.O. Box 430

Columbia, Pa. 17512-0430

(717) 285-7111 (717) 252-3624

Fax (717) 285-5588

See our web site: www.chapmanfordpa.com

CUSTOMER NO. <b>31595</b>	ADVISOR <b>BETH A SHIVELY</b>	PAGE NO. <b>265</b>	OFFICE DATE <b>07/03/01</b>	INVOICE NO. <b>FTCS66630</b>
LANCASTER, PA	LABOR RATE	RELEASE <b>5,187</b>	COLOR <b>RED/</b>	STOCK NO. <b>T3881</b>
	YEAR / MAKE / MODEL <b>01/FORD TRUCK/ESCAPE/SW</b>		DELIVERY DATE <b>01/02/01</b>	DELIVERY MILE <b>272</b>
	VEHICLE ID NO. <b>1FMYU02171KE97451</b>		RELEASE DEALER NO.	PRODUCTION DATE
	P. O. NO.	P. O. NO.	P. O. DATE <b>07/03/01</b>	

### LABOR & PARTS

CUSTOMER STATES THAT THE BATTERY LIGHT KEEPS COMING ON AND OFF/VEHICLE STARTS FINE  
CHECKED CHARGING SYSTEM,CHECKED OUT FINE.DID SEE THE LOW COOLANT LIGHT COME ON.TOPPED OFF FLUID.

JOB # 1 TOTAL LABOR & PARTS 0.00

WIPERS DO NOT PAKE THE WHOLE WAY CLEAN  
ADJUSTED THE WIPERS

JOB # 2 TOTAL LABOR & PARTS 0.00

### TOTALS

TO OUR VALUED CUSTOMER: IF YOU WOULD LIKE TO BE CONTACTED BY E-MAIL PLEASE ENTER YOUR E-MAIL ADDRESS HERE:

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
<b>TOTAL AMOUNT DUE \$</b>	<b>0.00</b>

Cash  Charge  Check  Credit Card

REMANUFACTURED AND/OR FORD AUTHORIZED REMANUFACTURED PARTS MAY HAVE BEEN USED IN THE REPAIR(S) OF YOUR VEHICLE.

REMEMBER WE ARE OPEN 7 DAYS A WEEK 9:00 AM TO 4:00 PM IN THE PARTS AND SERVICE DEPARTMENTS

www.chapmanautogroup.com

CUSTOMER SIGNATURE

KC 7-3-01

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

THE DEALER IS NOT A PARTY TO ANY MANUFACTURER'S WARRANTY ON PARTS OR SERVICE CONTAINED HEREIN. THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PARTS, LABOR OR DIAGNOSTIC SERVICES FURNISHED UNDER THIS ORDER.

CUSTOMER SIGNATURE

X

**CHAPMAN AUTO GROUP**

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Chapman Ford, LLC

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(717) 285-7111 (717) 252-3624

Fax (717) 285-5588

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CUSTOMER NO. <b>33595</b>	AGENCY <b>BETH A SNIVELY</b>	TAG NO. <b>269 W51</b>	INVOICE DATE <b>02/18/02</b>	INVOICE NO. <b>FTCS74176</b>
LANCASTER, PA	LABOR RATE	RELEASE <b>11,964</b>	COLOR <b>RED</b>	AGES NO. <b>7381</b>
	YEAR / MAKE / MODEL <b>01/FORD TRUCK/ESCAPE/SN ESCAPE XLS</b>	DELIVERY DATE <b>01/02/01</b>	DELIVERY MILE <b>372</b>	
	VEHICLE I.D. NO. <b>1FMYU02171KE97451</b>	SELLING DEALER NO.	PRODUCTION DATE <b>09/23/00</b>	
	J.T. & NO.	P.O. NO.	A.C. DATE <b>02/18/02</b>	

**LABOR & PARTS**

THE CHECK ENGINE LIGHT IS ON. THERE ARE NO PERFORMANCE CONCERNS.  
DEFECTIVE O2PE SENSOR  
PERFORMED DIAGNOSTIC TESTING, RECEIVED CODE P0401  
REPLACED DEFECTIVE O2PE SENSOR AND VERIFIED REPAIR

**JOB # 1 TOTAL LABOR & PARTS 0.00**

THE CUSTOMER STATES THE BATTERY LIGHT STAYS ON FOR AN EXTENDED PERIOD AFTER THE ENGINE IS RUNNING BEFORE IT GOES OFF.  
COULD NOT DUPLICATE CONCERN AT THIS TIME

**JOB # 2 TOTAL LABOR & PARTS 0.00**

PERSON PENNSYLVANIA STATE INSPECTION  
CHAPMAN CLUB  
TIRES - L/F --- R/F --- L/R --- R/R --- BRACES - L/F --- R/F --- L/R --- R/R  
8/32 --- 38 --- 48

VEHICLE PASSED PA STATE INSPECTION

**JOB # 3 TOTAL LABOR & PARTS 0.00**

HTSC	CODE	DESCRIPTION	CONTROL NO.	INTERNAL
JOB # 3	04A	INSPECTION STOCKER		0.00
<b>TOTAL - HTSC</b>				<b>0.00</b>

**TOTALS**

TO OUR VALUED CUSTOMER, IF YOU WOULD LIKE TO BE CONTACTED BY E-MAIL, PLEASE ENTER YOUR E-MAIL ADDRESS HERE:

NC 2/18/02 KR

Cash  Charge  Check  Credit Card

**TOTAL INVOICE \$ 0.00**

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 11 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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CUSTOMER SIGNATURE  
X



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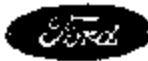
**THANK YOU**

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# AUTO GROUP V

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Fax (717) 285-5388

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ORDER NUMBER <b>31595</b>	APPROVER <b>GERALD L. DESHONG</b>	TAX NO. <b>615 451</b>	INVOICE DATE <b>07/31/02</b>	WARRANTY NO. <b>FTCS78692</b>
LANCASTER, PA	LABOR RATE	DELIVERY NO.	COLOR <b>RED</b>	STOCK NO. <b>73881</b>
	YEAR / MAKE / MODEL <b>01/FORD TRUCK/ESCAPE/SH ESCAPE XLS 4</b>	DELIVERY DATE <b>01/02/01</b>	DELIVERY MILE	
	VEHICLE I.D. NO. <b>1FMYU02171KE97451</b>	WARRANTY DATE	PRODUCTION DATE <b>09/22/01</b>	
	P. I. NO.	P. I. NO.	R. O. DATE <b>07/10/02</b>	

**LABOR & PARTS**  
**WARRANTY**  
 ENGINE - ELECTRICAL HOUSING - 0.50 HOURS (1.00)  
 THE CUSTOMER STATES THE BATTERY LIGHT IS STAYING ON AFTER THE ENGINE IS RUNNING.  
 ROAD TESTED AND FOUND THE COOLANT LOW LIGHT IS STAYING ON AND NOT THE BATTERY LIGHT.  
 INSPECTED THE COOLING SYSTEM AND FOUND IT AT THE PROPER LEVEL. ORDERED A NEW COOLANT BOTTLE.  
 REPLACED THE COOLANT BOTTLE AND FILLED. VERIFIED REPAIR.

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	1LBZ-8A080-88	TANK AS 716216			0.00
				<b>JOB # 1 TOTAL PARTS</b>		<b>0.00</b>
				<b>JOB # 1 TOTAL LABOR &amp; PARTS</b>		<b>0.00</b>

COMMENTS  
 DELETED OPERATIONS  
 D1F0297 LIME, OIL & FILTER

**TOTALS**

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SALES	0.00
TOTAL REPAIRS	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

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REMANUFACTURED AND/OR FORD AUTHORIZED REMANUFACTURED PARTS MAY HAVE BEEN USED IN THE REPAIR OF YOUR VEHICLE.

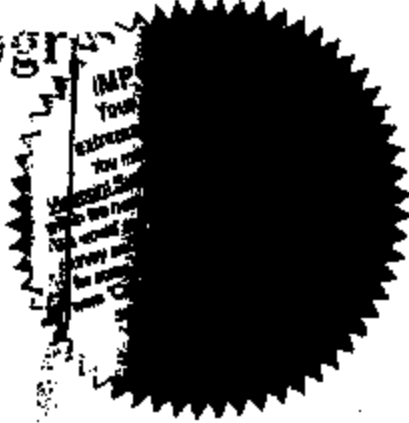
REMEMBER WE ARE OPEN SATURDAYS FROM 8:00 AM TO 4:00 PM IN THE PARTS AND SERVICE DEPARTMENTS

CUSTOMER SIGNATURE

CUSTOMER SIGNATURE



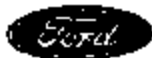
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DATE: 01/15/07      GERALD L. DESHONG      615      751      07/23/07      F1C581988

LANCASTER, PA      1PXYU02171KE97451      07/23/07

ON BEHALF OF SERVING DEALER, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICE DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THE CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THE CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

TOTALS:      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

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CUSTOMER SIGNATURE: X

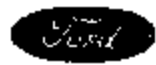


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PAGE 1 OF 1      CHAPMAN FORD      FORM NO. 1000-1000

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DATE	TIME	INVOICE NO.	WARRANTY
LANCASTER, PA			ETCS85985
7EMVU0217TKF97451			

THE DISTANCE STATED ON THIS ORDER IS FOR INFORMATION ONLY. THE MILEAGE RECORDED ON THE VEHICLE AT THE TIME OF SERVICE IS THE ONLY MILEAGE TO BE USED FOR WARRANTY PURPOSES. THE ENGINE STARTED IN 10 MIN. ROAD TESTED AND VERIFIED THE CONCERN. PERFORMED EGR TEST AND RECEIVED PASS CODE. CHECKED OASIS AND FOUND TSN 02-23-11. PERFORMED P1D MONITOR ROAD TEST & DCL DISPLAY AND RPM POINT TESTS AS PER THE TSN. REPLACED THE IAC VALVE, DPFE SENSOR, MAP SENSOR & SEAL, IEC RELAY, THROTTLE BODY, AND EVAP. REPROGRAMMED THE PWS BOARD TEST.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 1	1	1L8Z-9F715-AA	VALVE A 859435		
JOB # 1	1	2L8Z-9E926-AB	BOY ASY 850655		
JOB # 1	1	1L2Z-128579-BARN	SENSOR 543718		
JOB # 1	1	1L2Z-128579-BARN	CORE RETURN		
JOB # 1	1	YL8Z-9E931-CA	BASKET 431475		
JOB # 1	1	FD4Z-140889-A	BRKT AS 376839		
JOB # 1	1	8P1Z-9J468-AA	SENSOR 928765		
JOB # 1	1	YL8Z-9C315-AA	VALVE A 464738		
JOB # 1	1	F98942	BRACE J		

WARRANTY  
WARRANTY  
WARRANTY  
WARRANTY  
WARRANTY  
WARRANTY  
WARRANTY  
WARRANTY

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PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
JOB # 2	1				

MISC	CODE	DESCRIPTION	CONTROL NO.
JOB # 2	TAP	LOANER	658926

TOTAL - MISC INTERNAL 0.00

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CUSTOMER SIGNATURE

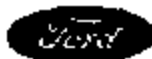


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DATE	TIME	DATE	TIME	DATE	TIME
LANCASTER, PA					
1 E M Y U 0 2 1 7 1 K E 9 7 4 5 1			ECSR5985		

TO OUR VALUED CUSTOMERS: IF YOU WOULD PREFER TO BE CONTACTED BY E-MAIL, PLEASE ENTER YOUR E-MAIL ADDRESS BELOW:

Cash  Charge  Check  Credit Card

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

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TOTAL INVOICE \$ 0.00

3/21/03  
 BG

REMANUFACTURED AND/OR FORD AUTHORIZED REMANUFACTURED PARTS MAY HAVE BEEN USED IN THE REPAIR(S) OF YOUR VEHICLE.  
 REMEMBER WE ARE OPEN SATURDAYS FROM 8:00 AM TO 4:00 PM IN THE PARTS AND SERVICE DEPARTMENTS

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CUSTOMER SIGNATURE

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Customer No: 11895      Name: GERALD A. DESHONG      Age: 615      The No:      Service Date: 07-25-2003      Invoice No: FTCS87342

Address: LANCASTER, PA      City:      State:      Zip:      VIN: IFNYU02171KE97451

ON BEHALF OF SERVICING DEALER, HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICE DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THE CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

JOB # 1 TOTAL LABOR & PARTS 0.00

QTY	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	JOB # 2 TOTAL PARTS			0.00
	JOB # 2 TOTAL LABOR & PARTS			0.00

**CHAPMAN AUTO GROUP**

PAID BY:  Cash     Check     Credit Card

TOTAL TAX: 0.00

TOTAL INVOICE: 0.00

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# STANDARD CLAIMS LIST

## AWS Online Report

Run Date: 11-JUN-2003

Note: All Costs are in US Dollars

VDI	AWS VL	WEBS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARA DATE	SELLING DEALER	SELL CNT	TIS	QBT	WCC	PRZF	BASE	SUFF	VRT	VFG	CCC	CD
1FMYU02171KE97451	M1	T/M1	T/F	T/WE	T/EF	T/F	AJ	T/DJ	T/LD	22-09-00	11-12-00	116504	USA	4						SXX	V00		
AWS Claim Key:		1190533	Doc #:	06357302	Trx Code:		00849	Labor Hrs:		4	Labor Cost:		22.4	Material Cost:		0	Total Cost:		28				
Dir Cd-Sub Cd:		01388-*	Name: CHAPMAN FORD, LLC				Plc:	717-2857111	St:	PA	Ctry Cd: USA		Reg Cd:	NA	Repr Date:07-APR-2001		DIST(Mile):2575						
Cust Comments:		00849 WIPER MODULE																					
Tech Comments:		INSPECT WIPER MODULE, ALL OK																					
1FMYU02171KE97451	M1	T/M1	T/F	T/WE	T/EF	T/F	AJ	T/DJ	T/LD	22-09-00	11-12-00	116504	USA	7		7A01		10653		S09	V83	C29	42
AWS Claim Key:		2242296	Doc #:	06663001	Trx Code:		1	Labor Hrs:		3	Labor Cost:		17.37	Material Cost:		0	Total Cost:		17.37				
Dir Cd-Sub Cd:		01388-*	Name: CHAPMAN FORD, LLC				Plc:	717-2857111	St:	PA	Ctry Cd: USA		Reg Cd:	NA	Repr Date:03-JUL-2001		DIST(Mile):5187						
Cust Comments:		CUSTOMER STATES THAT THE BATTERY LIGHT KEEPS COMING ON AND OFF VEHICLE STARTS FINE																					
Tech Comments:		CHECKED CHARGING SYSTEM CHECKED OUT FINE.DID SEE THE LOW COOLANT LIGHT COME ON.TOPPED OFF FLUID.																					
1FMYU02171KE97451	M1	T/M1	T/F	T/WE	T/EF	T/F	AJ	T/DJ	T/LD	22-09-00	11-12-00	116504	USA	7		7F02		17528		S09	V16	W05	07
AWS Claim Key:		2222341	Doc #:	06663002	Trx Code:		1	Labor Hrs:		2	Labor Cost:		11.98	Material Cost:		0	Total Cost:		11.98				
Dir Cd-Sub Cd:		01388-*	Name: CHAPMAN FORD, LLC				Plc:	717-2857111	St:	PA	Ctry Cd: USA		Reg Cd:	NA	Repr Date:03-JUL-2001		DIST(Mile):5187						
Cust Comments:		WIPERS DO NOT PARK THE WHOLE WAY DOWN ADJUSTED THE WIPERS																					
Tech Comments:		ADJUSTED WIPER BLADES																					
1FMYU02171KE97451	M1	T/M1	T/F	T/WE	T/EF	T/F	AJ	T/DJ	T/LD	22-09-00	11-12-00	116504	USA	15		1H03	YF12	93460	AC	S11	V44	D50	42
AWS Claim Key:		623424	Doc #:	07417801	Trx Code:		507	Labor Hrs:		7	Labor Cost:		40.53	Material Cost:		42.59	Total Cost:		83.12				
Dir Cd-Sub Cd:		01388-*	Name: CHAPMAN FORD, LLC				Plc:	717-2857111	St:	PA	Ctry Cd: USA		Reg Cd:	NA	Repr Date:18-FEB-2002		DIST(Mile):11964						
Cust Comments:		THE CHECK ENGINE LIGHT IS ON. THERE ARE NO PERFORMANCE CONCERNS.																					
Tech Comments:		DEFECTIVE DPFE SENSOR PERFORMED DIAGNOSTIC TESTING,RECEIVED CODE P0401 REPLACED DEFECTIVE DPFE SENSOR AND VERIFIED REPAIR																					
1FMYU02171KE97451	M1	T/M1	T/F	T/WE	T/EF	T/F	AJ	T/DJ	T/LD	22-09-00	11-12-00	116504	USA	20		1F06	1L8Z	8A080	BB	S09	V83	C29	42

**AWB Claim Key:** 222272 Dec #: 0786201 Trx Code: E84 Labor Hrs: .5 Labor Cost: 31 Material Cost: 31.55 Total Cost: 62.55  
**Dir Cd-Sub Cd:** 01388-\* Name: CHAPMAN FORD, LLC Ph: 717-2857111 St: PA City: USA Reg Cd: NA Repr Date: 10-JUL-2002 DIST(Mile):16625  
**Comments:** THE CUSTOMER STATES THE BATTERY LIGHT IS STAYING ON AFTER THE ENGINE IS RUNNING.  
**Tech Comments:** ROAD TESTED AND FOUND THE COOLANT LOW LIGHT IS STAYING ON AND NOT THE BATTERY LIGHT. INSPECTED THE COOLING SYSTEM AND FOUND IT AT THE PROPER LEVEL. ORDERED A NEW COOLANT BOTTLE.

**IFMYU02171KE97451 M1 T/M1 T/F T/WE T/EF T/F AJ T/D1 T/LD 22-09-08 11-12-08 116504 USA 23 \* 1F93 YLEZ 8548 BB S11 V44 L87 42**  
**AWB Claim Key:** 11323643 Dec #: 08198801 Trx Code: E84 Labor Hrs: .8 Labor Cost: 49.6 Material Cost: 38.49 Total Cost: 88.09  
**Dir Cd-Sub Cd:** 01388-\* Name: CHAPMAN FORD, LLC Ph: 717-2857111 St: PA City: USA Reg Cd: NA Repr Date: 23-OCT-2002 DIST(Mile):19638  
**Comments:** CUSTOMER STATES LOW COOLANT WARNING LAMP IS ON AGAIN  
**Tech Comments:** VERIFIED THE CONCERN. PRESURE TESTED THE COOLING THE SYSTEM FOUND COOLANT LEAKING FROM HOUSING ON THE LOWER INTAKE MANI REMOVE THE NECESSARY COMPONENTS AND REPLACED THE HOUSING. FILLED THE COOLING SYSTEM AND RECHECK.

**IFMYU01171KE97451 M1 T/M1 T/F T/WE T/EF T/F AJ T/D1 T/LD 22-09-00 11-12-00 116504 USA 28 \* 2E03 ZLEZ 9E926 AB S11 V42 D21 42**  
**AWB Claim Key:** 12164511 Dec #: 08598501 Trx Code: 507 Labor Hrs: 2.1 Labor Cost: 130.2 Material Cost: 320.73 Total Cost: 450.93  
**Dir Cd-Sub Cd:** 01388-\* Name: CHAPMAN FORD, LLC Ph: 717-2857111 St: PA City: USA Reg Cd: NA Repr Date: 18-MAR-2003 DIST(Mile):24011  
**Comments:** THE CUSTOMER STATES THE ENGINE LOST POWER WHILE DRIVING. SHE THEN NOTICED THAT ALL THE WARNING LIGHTS WERE ON. SHE  
**Tech Comments:** ROAD TESTED AND VERIFIED THE CONCERN. PERFORMED EBC TEST AND RECEIVED PASS CODE. CHECKED OASIS AND FOUND TSB 02 23 11. REPLACED THE IAC VALVE, DPFE SENSOR, MAF SENSOR & SEAL, EEC RELAY, THROTTLE BODY, AND EVAPMV. REPROGRAMMED THE

**IFMYU02171KE97451 M1 T/M1 T/F T/WE T/EF T/F AJ T/D1 T/LD 22-09-00 11-12-00 116504 USA 30 \* 7K07 YL8Z 10849 AA S09 V83 C32 42**  
**AWB Claim Key:** 14550101 Dec #: 08734201 Trx Code: E83 Labor Hrs: 1.5 Labor Cost: 93 Material Cost: 280.81 Total Cost: 373.81  
**Dir Cd-Sub Cd:** 01388-\* Name: CHAPMAN FORD, LLC Ph: 717-2857111 St: PA City: USA Reg Cd: NA Repr Date: 03-MAY-2003 DIST(Mile):25405  
**Comments:** CUSTOMER STATES ALL THE GAUGES QUIT WORKING.  
**Tech Comments:** VERIFIED CUSTOMER'S CONCERN. SCAN TEST. RETRIEVED FAULT CODE P0468. FOUND CIRCUIT BOARD SHORTED OUT REPLACE CIRCUIT BOARD

**IFMYU02171KE97451 M1 T/M1 T/F T/WE T/EF T/F AJ T/D1 T/LD 22-09-08 11-12-00 116504 USA 30 \* 2E04 YL8Z 9E307 BA S11 V44 D50 42**  
**AWB Claim Key:** 14550100 Dec #: 08734203 Trx Code: 507 Labor Hrs: .6 Labor Cost: 37.2 Material Cost: 223.86 Total Cost: 261.06  
**Dir Cd-Sub Cd:** 01388-\* Name: CHAPMAN FORD, LLC Ph: 717-2857111 St: PA City: USA Reg Cd: NA Repr Date: 03-MAY-2003 DIST(Mile):25405  
**Comments:** CUSTOMER STATES ENGINE FEELS LIKE IT RUNNING OUT OF GAS  
**Tech Comments:** DIAGNOSE AND REPLACE FUEL PUMP

**IFMYU02171KE97451 M1 T/M1 T/F T/WE T/EF T/F AJ T/D1 T/LD 22-09-00 11-12-00 116504 USA 30 \* 7S22 ZL8Z 14A068 AA S09 V83 C32 42**  
**AWB Claim Key:** 14550082 Dec #: 08734304 Trx Code: E83 Labor Hrs: 1 Labor Cost: 62 Material Cost: 99.92 Total Cost: 161.92  
**City:**

Dir Cd-Sub Cd:  
Cust Comments:  
Tech Comments:

D1344-<sup>0</sup> Name: CHAPMAN FORD, LLC  
CUSTOMER STATES SPEEDO QUIT WORKING  
DIAGNOSE AND REPLACE CLUSTER UNIT

F#: 717-2817111 R: PA C: USA Reg Cd: NA Rptg Date: 03-MAY-2003 DIST(Mile): 25405

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Any comments? You can contact



webmaster



Service of Process Transmittal Form  
Chicago, Illinois

05/13/2003

Via Federal Express (2nd Day)

TO: Chris Dzbenek  
Ford Motor Company  
Three Parklane Blvd., Ste. 1400 West  
Dearborn, MI 48128

RE: PROCESS SERVED IN ILLINOIS

FOR Ford Motor Company Domestic State: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

- 1. TITLE OF ACTION: John Johnson and Corina Johnson vs FORD MOTOR COMPANY
- 2. DOCUMENT(S) SERVED: Summons, Complaint and Exhibits and Jury Demand
- 3. COURT: Circuit Court of Cook County, Illinois, Municipal Department, Sixth District  
Case Number 03M62083
- 4. NATURE OF ACTION: Breach of Warranties for Plaintiff's 2001 Ford Escape, ID# 1FMYU04171KB00334, due to defective: engine, transmission, climate control, electrical system, brakes, steering/suspension and any additional defects, which the dealer attempted unsuccessfully to repair. Seeking Return of all monies paid, diminution in value of the vehicle and all incidental and consequential damages, fees and costs, etc.
- 5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Chicago, Illinois
- 6. DATE AND HOUR OF SERVICE: By Process server on 05/13/2003 at 10:00
- 7. APPEARANCE OR ANSWER DUE: May 29, 2003
- 8. ATTORNEY(S): Krahn & Moss, Ltd. (312) 578-9428  
120 West Madison Street  
10th Floor  
Chicago, Ill 60602

9. REMARKS: [Note sent 05/13/2003 to CDZBANSK@FORD.COM

OFFICE OF THE  
 GENERAL COUNSEL  
 03 MAY 15 7:51:15  
 PHOTOCOPIED

SEND TO: CT Corporation System  
FROM: Dawn Schulz /DS  
ADDRESS: 208 South LaSalle Street  
Chicago, IL 60604  
SOP WS 0005372367

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, SIXTH DISTRICT

JOHN JOHNSON and  
CORINE JOHNSON,

Plaintiffs,

vs.

FORD MOTOR COMPANY

Defendants.

No. 03mg-2083  
Return Date: 5-29-03  
Amount Claimed: \$29,575.96 +  
interest + costs + attorney fees

**PLEASE SERVE:**

Ford Motor Company  
c/o CT Corporation Systems  
208 South LaSalle Street, Suite 814  
Chicago, IL 60604

STATUS DATE 6-18-03

COURTROOM 207

TIME 9am

SUMMONS

**SIX JURORS**

To the Defendant:

YOU ARE SUMMONED and required:

- To file your written appearance by yourself or 5/29 5/29 and pay the required fee Room 119 at 16501 S. Kedzie Parkway, Markham, Illinois 60426 at or before 9:00 A.M. on 5/29 2003.
- To file your answer to the complaint in Room 119 as required by 5/29 303 in the 5/29 to Defendant below.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with Endorsement of service and fee, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days before the day of appearance.

THERE WILL BE A FEE:  
TO FILE YOUR APPEARANCE,  
SINCE CLAIM IS OVER \$15,000.00,  
THE FEE WILL BE \$104.00.

Witness \_\_\_\_\_, 2003

Clerk of the Circuit Court \_\_\_\_\_

Date of service \_\_\_\_\_ 2003

(To be inserted by officer on copy left with defendant or other person)

Name: Krohn & Moss, Ltd.  
Attorney for: Plaintiffs  
Address: 120 West Madison Street, 10<sup>th</sup> Floor  
City: Chicago, Illinois 60602  
Telephone: (312) 578-9428  
Atty No. 33599

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, SIXTH DISTRICT

JOHN JOHNSON and  
CORINE JOHNSON,

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendants,

No. 03mg-2083  
Return Date: 5-29-03  
Amount Claimed: \$29,575.96 +  
interest + costs + attorney fees

**PLEASE SERVE:**

Ford Motor Company  
/o CT Corporation Systems  
208 South LaSalle Street, Suite 814  
Chicago, IL 60604

6-18-03  
COURTROOM 207  
TIME 9am

**SUMMONS**

To the Defendant:

YOU ARE SUMMONED and required:

- To file your written appearance by yourself or your attorney and pay the required fee in Room 119 at 16501 S. Kedzie Parkway, Markham, Illinois 60426 at or before 9:00 A.M. on 5-29-2003.
- To file your answer to the complaint in Room 119 as required by Paragraph (c) of the Notice to Defendant below.

SIX JUDGES  
JURY

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with Endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days before the day of appearance.

THERE WILL BE A FEE:  
TO FILE YOUR APPEARANCE,  
SINCE CLAIM IS OVER \$15,000.00,  
THE FEE WILL BE \$104.00.

Witness \_\_\_\_\_ 2003

Clerk of the Circuit Court

Date of service \_\_\_\_\_ 2003  
(To be inserted by officer on copy left with defendant or other person)

Name: Krohn & Moss, Ltd.  
Attorney for: Plaintiffs  
Address: 120 West Madison Street, 10<sup>th</sup> Floor  
City: Chicago, Illinois 60602  
Telephone: (312) 578-9428  
Atty No. 33599

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
MUNICIPAL DEPARTMENT, SIXTH DISTRICT

JOHN JOHNSON and  
CORINE JOHNSON,

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

No. 03M6-2083

5-15-14

COMPLAINT

NOW COME the Plaintiffs, JOHN JOHNSON and CORINE JOHNSON, by and through their attorneys, KROHN & MOSS, LTD., and for their complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs JOHN JOHNSON and CORINE JOHNSON (Plaintiffs), are individuals who were at all times relevant hereto residing in the State of Illinois.
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including METRO FORD ("Seller"). Manufacturer does business in all counties of the State of Illinois including Cook County, and maintains offices in the County of Cook, State of Illinois.

SIX JURORS  
JURY

### BACKGROUND

3. On or about April 21, 2001, Plaintiffs purchased from Seller a 2001 Ford Escape ("Escape") manufactured and distributed by Manufacturer, Vehicle Identification No. 1FMYU04171KB00334, for valuable consideration (See copy of Plaintiffs' Retail Installment Contract, attached hereto as Exhibit "A").

4. The price of the Escape, including registration charges, document fees and sales tax, but including other collateral charges, such as bank and finance charges, totaled more than \$29,575.96.

5. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer and Seller, through its authorized dealership network, the Escape cannot be utilized for personal, family and household use as intended by Plaintiffs at the time of acquisition.

6. In consideration for the purchase of the Escape, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet (Plaintiffs are attempting to locate their warranty information booklet and will provide Defendant with a copy of this booklet when it becomes available. In the alternative, Plaintiffs will request a copy of this warranty booklet in discovery and will return a copy of said booklet to Defendant upon receipt).

7. On or about April 21, 2001, Plaintiffs took possession of the Escape and shortly thereafter experienced the various defect listed below that substantially impairs the use, value and/or safety of the Escape.

8. The defect described below violate Manufacturer's warranty issued to Plaintiffs, as well as the implied warranty of merchantability.

9. Plaintiffs delivered the Escape to Manufacturer and Seller, through its authorized dealership network, on numerous occasions.

10. Plaintiffs aver that the Escape has been subject to repair on at least four (4) occasions for the same defect, and that the defect remains uncorrected.

11. Plaintiffs brought the Escape to Seller and/or an authorized service dealer of Manufacturer for the following defect:

1. Defective climate control system as evidenced by intermittent illumination of the coolant light;
2. Defective engine as evidenced by the vehicle dying and intermittent illumination of the service engine soon light;
3. Defective electrical system as evidenced by intermittent illumination of the air bag light;
4. Defective transmission;
5. Defective brakes;
6. Defective steering/suspension; and
7. Any additional defects as contained on repair orders of Defendant's authorized dealerships.

12. Plaintiffs provided Manufacturer and Seller, through its authorized dealership network, sufficient opportunities to repair the Escape.

13. After a reasonable number of attempts to cure the defect in Plaintiffs' Escape, Manufacturer and Seller were unable and/or has failed to repair the defect, as provided in Manufacturer's warranty.

14. Plaintiffs justifiably lost confidence in the Escape's safety and reliability, and said defect has substantially impaired the value of the Escape to Plaintiffs.

15. Said defect could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Escape.

16. As a result of this defect, Plaintiffs revoked their acceptance of the Escape in writing.

17. At the time of revocation, the Escape was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

18. Defendant refused Plaintiffs' demands for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

19. The Escape remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect that substantially impairs its use, value and/or safety.

20. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiffs with a merchantable Escape.

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

21. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

22. Plaintiffs are purchasers of a consumer product who received the Escape during the duration of a written warranty period applicable to the Escape and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

23. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

24. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Escape was manufactured, sold and leased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. Plaintiffs' purchase of the Escape was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Escape to repair or replace defective parts, or take other remedial action free of charge to Plaintiffs with respect to the Escape in the event that the Escape failed to meet the specifications set forth in Manufacturer's warranty.

27. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the purchase of the Escape to Plaintiffs.

28. Said purchase of Plaintiffs' Escape was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

29. Plaintiffs have met all of their obligations and preconditions as provided in Manufacturer's written warranty, including submitting their claim to the Dispute Settlement Board.

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.



31. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other
- c. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

32. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

33. The Escape purchased by Plaintiffs were subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiffs herein.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiffs' Escape was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Escape was intended.

37. The Escape was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Escape contained in the contracts and labels.

38. The above described defect in the Escape render the Escape unmerchantable, and thereby not fit for the ordinary and essential purpose for which the Escape was intended and as represented by Manufacturer.

39. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the Escape.

40. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other
- c. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,  
JOHN JOHNSON and  
CORINE JOHNSON

By: 

Attorney for Plaintiffs

KROHN & MOSS, LTD.  
Attorneys for Plaintiff  
120 West Madison Street, 10<sup>th</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428  
I.D. No. 33599

**EXHIBIT A**

BILL OF SALE

METRO FORD SALES AND SERVICE, INC. 6408 SOUTH WESTERN CHICAGO, IL 60638



PURCHASE CONTRACT FORM NEW  DEMO  USED

DATE OF SALE: 04/20/08

BUYER'S NAME: LEE, DAVID

2008 FORD ESCAPE 4DR FWD 2.3L I4  
VIN: 1F7U041718R00334  
COLOR: BLACK CLEAR  
MILEAGE: 1017  
MSRP: \$26,235.00  
Cap. Cost: \$425.00

Table with columns for item, amount, and total. Includes items like SALES TAX, LICENSE, TITLE, and FINANCING CHARGES.

BUYER'S ADDRESS: JOHN J. JOHNSON, 12600 S. VERNON, CHICAGO, IL 60627

FINANCING: 7771650-9650, 7771650-8431

TRADE-IN VEHICLE: 2007 FORD ESCAPE... Includes details about trade-in allowance and vehicle condition.

NOTICE TO THE PURCHASER: THIS SALE IS FINAL. NO MORE THAN \$50.00 MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

FINANCING TERMS

IF AN APPROVED PURCHASER... METRO FORD SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF THE FINANCING INSTITUTION... METRO FORD SALES AND SERVICE, INC. is not a lender and does not make loans.

WARRANTY DISCLAIMER AND OTHER INFORMATION

THIS IS AN "AS IS" SALE... METRO FORD SALES AND SERVICE, INC. does not warrant the condition of the vehicle... METRO FORD SALES AND SERVICE, INC. is not responsible for the performance of the vehicle.

NO PUBLIC LIABILITY INSURANCE ISSUED WITH THIS TRANSACTION.

1. **WARRANTY.** As long as this Order is valid as "New Year" that shall have Ford Sales and Service, Inc. shall be the Dealer to whom this Order is assigned by "Purchase" or "Transfer" that shall have the same meaning that Order of the New Year and all "New Year" that shall have the same meaning that Order of the New Year.
2. **PRICE ADJUSTMENT.** Manufacturer has reserved the right to change the price of this Order if the price of new stock vehicles changes. In the event the price of new stock vehicles changes, the price of this Order shall be adjusted to reflect the change in the price of new stock vehicles. The price of this Order shall be adjusted to reflect the change in the price of new stock vehicles. The price of this Order shall be adjusted to reflect the change in the price of new stock vehicles.
3. **DEFERRED DELIVERY.** Manufacturer has reserved the right to delay the delivery of any new stock vehicle, assembly, component, or parts thereof if any new stock vehicle or vehicle component is made to meet the needs of any other vehicle, assembly, component, or parts thereof. Manufacturer has reserved the right to delay the delivery of any new stock vehicle, assembly, component, or parts thereof if any new stock vehicle or vehicle component is made to meet the needs of any other vehicle, assembly, component, or parts thereof.
4. **DELIVERY DELAYS.** Manufacturer has reserved the right to delay the delivery of any new stock vehicle, assembly, component, or parts thereof if any new stock vehicle or vehicle component is made to meet the needs of any other vehicle, assembly, component, or parts thereof.
5. **TITLE.** The title of the new stock vehicle shall be held by Manufacturer until the vehicle is delivered to the Dealer. The title of the new stock vehicle shall be held by Manufacturer until the vehicle is delivered to the Dealer.
6. **RIGHT TO REPAIR - FINAL ADJUSTMENT OF VEHICLE.** The Customer agrees to accept the vehicle as delivered and to accept the vehicle as delivered and to accept the vehicle as delivered.
7. **OTHER DOCUMENTS.** The Customer agrees to accept the vehicle as delivered and to accept the vehicle as delivered and to accept the vehicle as delivered.
8. **DEFERRED DELIVERY.** Manufacturer has reserved the right to delay the delivery of any new stock vehicle, assembly, component, or parts thereof if any new stock vehicle or vehicle component is made to meet the needs of any other vehicle, assembly, component, or parts thereof.
9. **DEFERRED DELIVERY.** Manufacturer has reserved the right to delay the delivery of any new stock vehicle, assembly, component, or parts thereof if any new stock vehicle or vehicle component is made to meet the needs of any other vehicle, assembly, component, or parts thereof.
10. **DEFERRED DELIVERY.** Manufacturer has reserved the right to delay the delivery of any new stock vehicle, assembly, component, or parts thereof if any new stock vehicle or vehicle component is made to meet the needs of any other vehicle, assembly, component, or parts thereof.
11. **SECURITY INTEREST.** By signing this Order, Customer grants a security interest in the 1988-89 vehicle and the vehicle being purchased to accept Customer's obligations under this Order.
12. **PROPERTY OF DEALER.** In the event of any breach of contract or default by Customer that necessitates the dealer to repossess the vehicle, the dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the dealer.
13. **INSURANCE.** The dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the dealer.
14. **WARRANTY.** The dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the dealer.
15. **LIMITATIONS.** The dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the dealer.
16. **RIGHT TO REPAIR.** The dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the dealer.
17. **SPECIAL SERVICES PROVIDED.** The dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the dealer.
18. **WARRANTY.** The dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the dealer.

**TERMS, CONDITIONS, AND CUSTOMER WARRANTIES FOR TRADE-INS**

19. **NO-APPRAISAL.** If the used motor vehicle which has been traded in as part of the consideration for the new vehicle is not to be appraised by the Dealer and delivery is to be made to the Dealer, the used motor vehicle shall be appraised at the time of delivery and the appraised value shall determine the amount of the trade-in allowance. If the appraised value is lower than the implied purchase price shown on the Order, the Dealer may, at its discretion, credit the trade-in allowance to the new vehicle.
20. **VEHICLE DEFECTS AND WARRANTIES.** Customer warrants that the used motor vehicle is in good condition and that the used motor vehicle is in good condition and that the used motor vehicle is in good condition.
21. **GOOD TITLE.** Customer warrants that the used motor vehicle is in good condition and that the used motor vehicle is in good condition and that the used motor vehicle is in good condition.
22. **WARRANTY.** Customer warrants that the used motor vehicle is in good condition and that the used motor vehicle is in good condition and that the used motor vehicle is in good condition.
23. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE.** If Customer fails to deliver the trade-in vehicle, and/or good title, and/or fails to deliver the trade-in vehicle or title, the Dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the Dealer.
24. **DEFERRED DELIVERY.** Manufacturer has reserved the right to delay the delivery of any new stock vehicle, assembly, component, or parts thereof if any new stock vehicle or vehicle component is made to meet the needs of any other vehicle, assembly, component, or parts thereof.
25. **YEAR OF TRADE-IN.** The year of the trade-in shall be the year of the trade-in and shall be the year of the trade-in and shall be the year of the trade-in.
26. **CANCELLATION.** In the event the Customer's purchase vehicle is cancelled or discontinued with the Dealer prior to delivery of the trade-in vehicle to the Dealer, the Dealer shall be entitled to reasonable attorney fees in addition to any other recovery by the Dealer.

0802-827.1 8159

# Vehicle Information Report

## GENERAL VEHICLE INFORMATION:

### (Related Claims)

VIN: 1FMYU04171KB00334    Vch Linc: T/M1 - ESCAPE/TRIBUTE/MARINER LHD (01-04)    Body Style: \*  
Model Year: 2001    Market Derivat: T/F -    Navis Eng Serial No: E00243087  
Vch Type: T    Drive Code: T/F - 4 WHL L/H FULL TIME DRIVE    Engine: T/YLD - MOD 3.0L DOHC EFI NA V6 G\*NAAO  
Inv. Dealer: 01613    Body Cab Style: - 5 DOOR LIGHT TRUCK    Transmission: T/D3 - 4 SPD AUTO TRANS NAAO CD4E  
Vehicle Status Code: B00    Version/Series: T/EF - FORD SERIES  
Trace Eng Serial No:  
-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0

NA

Trace Trans Serial No:

NA

## BUILD INFORMATION:

Region: NA - #000000000    Plant: AJ - KANSAS CITY PLANT BUILD  
Country: USA - #000000000    Prod Date: 20-MAR-2001

## SALE INFORMATION:

Region: NA - #000000000    Selling Dealer: 141002 - \*  
Country: USA - #000000000    Selling Dir S/Prev: X  
Buyer S/Prev: IL  
Arrival Date: 29-MAR-2001    Red Carpet Lease: \*  
Sale Date: 20-APR-2001    Fleet/Batch/CA Lease: R  
Warranty Start Date: 20-APR-2001    Modified Vehicle: \*    Vehicle Count Flag:  
Orig Warranty Date: 20-APR-2001    Reacquired Vehicle: \*    Vehicle Export Flag: N

## YOC/EOC:

-----1-----2-----3-----4-----5-----6-----7-----8-----9-----0  
0041KB003341033796 Y 2 2285185    28 8 H469 63 M63 265 5 483AM 41C802 0 DA A M23 4 3 2 11  
F071 8    14XL F    58

## INSTALLED OPTION INFORMATION:

Air Conditioning:	T7B - MANUAL AIR CONDITIONER	GVW Code:	
Alternator Amp Rating:	C	GVW Class Code:	Y
Audio Deck:	* - [N/A]	Instrumentation:	* - [N/A]
Axle Ratio:	* - [N/A]	Mirror(Driver Side):	AD - DRIVER POWER MIRROR
Axle Type:	* - [N/A]	Mirror(Passg Side):	AD - PASS POWER CONVEX MIRROR
Battery Amp Rating:	A	Paint:	PNJAA - EBONY SOLID CC
Brake Code:	FEAAB - 4 WEL ANTI-LOCK BRAKES	Power Antenna:	* - [N/A]
Brake Code(Service):	* - [N/A]	Radio:	AQ - ELETR PREMIUM AM/FM STEREO/ST
Calibration Code:	0M1   A30A	Sound System:	* - [N/A]
Color(Accent):	* - [N/A]	Sequo Traction Axle:	
Color(Trim):	0002V -	Tire Manufacturer:	AB -
Delivery Type:	0	Tire Brand:	W2 BAWM -
Driveshaft Code:	D	Tire Size:	D3K11 - P235/70R-16 OWL A-S
Front Seat:	* - [N/A]	Traction Control:	* - [N/A]
Fuel Type:	* - [N/A]	Wheel Base:	

#### **TIRE DOT INFORMATION:**

LF:	W2 BAWM1001 KP:	W2 BAWM1001
LR:	W2 BAWM1001 RR:	W2 BAWM1001
LI:	*            RL:	*

SPARE: HYBA1R00001 DOT Plant Manufacturer: W2 - BRIDGESTONE/FIRESTONE INC ; WILSON ; NORTH CAROLINA ; UNITED STATES

#### **ESP INFORMATION: EMISSIONS INFORMATION:**

ESP Code:	F	Emission Code:	T7B - T7B
ESP Coverage(Miles):	060	Emission Cert Type:	5
ESP Coverage(Time):	060	Emission Decal Suffix:	HKS
ESP Plan Year:	2001	Engine Family:	1FMXT08D1F6
ESP Signature Date:	20-APR-2001		

Any comments? You can contact



webmaster



Service of Process Transmittal Form  
 Philadelphia, Pennsylvania  
 01/03/2003

TO: Chris Dzbanak  
 Ford Motor Company  
 Three Parklane Blvd., Ste. 1400 West  
 Dearborn, MI 48128

Phone: (313) 248-8864 ext.  
 FAX: (888) 888-8312  
 EMAIL: CDZBANAK@FORD.COM

RE: **PROCESS SERVED IN PENNSYLVANIA**

FOR Ford Motor Company Domestic State: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY ASSISTANT OF THE ABOVE COMPANY AS FOLLOWS:

- 1. TITLE OF ACTION: Mary Liricevich vs Ford Motor Company
- 2. DOCUMENT(S) SERVED: Cover Sheet, Notice, Complaint, Verification, Attachments.
- 3. COURT: Common Pleas Court, Philadelphia County, Pennsylvania  
Case Number 004885
- 4. NATURE OF ACTION: Alleged non-conformities with plaintiff's vehicle. Amount Claimed: Not in excess of \$50,000.
- 5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Philadelphia, Pennsylvania
- 6. DATE AND HOUR OF SERVICE: By Process server on 01/03/2003 at 13:40
- 7. APPEARANCE OR ANSWER DUE: Within 20 Days
- 8. ATTORNEY(S): 215-863-7210  
David J. Garberg, Esquire  
Garberg, Garberg & Zuber  
1234 Market Street  
Suite 2040  
Philadelphia, PA 19107
- 9. REMARKS: I-Note sent 01/03/2003 to CDZBANAK@FORD.COM

OFFICE OF THE  
 GENERAL COUNSEL  
 03 JAN -6 P5:00  
 PRACTICE GROUP

SENT TO: CT Corporation System  
 PER: Ann Marie Armstrong  
 ADDRESS: 1515 Market Street  
 Suite 1210  
 Philadelphia, PA 19102  
 SCP WS 0005042484

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and to permit quiet reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.



Trial Division  
Civil Cover Sheet

For Preliminary Use Only (Do Not Number)

DECEMBER 2002

[REDACTED]

DEFENDANT'S NAME  
Ford Motor Company

004665

PLAINTIFF'S ADDRESS  
[REDACTED]  
Tamaqua, Pa

DEFENDANT'S ADDRESS  
c/o CT Corporation 1515 Market Street  
Philadelphia, Pa 19103

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

TOTAL NO. OF DEFENDANTS

COMMENCEMENT OF ACTION

- Complaint  Petition Action  Notice of Appeal  
 Writ of Summons  Transfer From Other Jurisdiction

- AMOUNT IN CONTROVERSY  
 \$50,000.00 or less  
 More than \$50,000.00

COURT PROGRAMS

- Arbitration  
 Jury  
 Non-Jury  
 Other

- Mass Tort  
 Savings Action  
 Feeless

- Consumer  
 Minor Court Appeal  
 Summary Appeal

- Settlement  
 Minor  
 W/D/Survival

CASE TYPE AND CODE (SEE INSTRUCTIONS)

1C Contract

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

N/A

RELATED PENDING CASES (KEY BY CASE CAPTION AND DOCKET NUMBER)

NONE

IS CASE SUBJECT TO COORDINATION ORDER?

- | Yes                      | No                       |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant.

Papers may be served at the address set forth below.

NAME OF PLAINTIFF/PETITIONER/APPELLANT'S ATTORNEY

DAVID J. GORBERG

ADDRESS (SEE INSTRUCTIONS)

1234 Market Street  
Suite 2040  
Philadelphia, Pa 19107

PHONE NUMBER

215-563-7210

FAX NUMBER

215-563-8738

SUPERIOR COURT IDENTIFICATION NO.

3084

E-MAIL ADDRESS

SIGNATURE

*[Handwritten Signature]*

DATE

January 2, 2003

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS AT THE TIME, DATE AND PLACE SPECIFIED BUT IF ON ANY MORE PARTIES IS NOT PRESENT AT THE HEARING THIS MATTER MAY BE HEARD AT THE TIME, DATE AND PLACE BEFORE A JUDGE OF THE COURT WITHOUT THE ASSENT OF OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE

This is Arbitration

Assessment of damages is Required

GORBERG, GORBERG & ZUBER  
BY DAVID J. GORBERG  
IDENTIFICATION #93084  
SUITE 2040  
1234 MARKET STREET  
PHILADELPHIA, PENNSYLVANIA 19107  
(215) 565-7210

ATTORNEY FOR

Plaintiff

MARY LINKEVICH  
113 Patterson Street  
Tamaqua, Pa 18252

COMPLACER EN  
ARBITRACION REVRING  
601 MARKET STREET 2ND FLOOR  
PHILADELPHIA, PA 19107  
930  
AUG 25 2003  
YOU MUST STILL COMPLY  
WITH THE RULES OF THE  
LISTED FORUM AND  
COMPLY CON EL AVISO  
PARA DEFENDERSE

COURT OF COMMON PLEAS  
DIVISION

vs.

TERM,

FORD MOTOR COMPANY  
c/o CT CORPORATION  
1515 Market Street  
Philadelphia, PA 19103

DECEMBER 2002

No.

004665

**CIVIL ACTION COMPLAINT**  
**1C CONTRACT**

M. CORNAGLIA  
PRO. PROTHY

JAN - 8 2003

ATTEST

**"NOTICE**

**"AVISO**

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta presentar una comparencia escrita o un abogado o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otras derechos importantes para usted.

"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

PHILADELPHIA BAR ASSOCIATION  
LAWYER REFERRAL and INFORMATION SERVICE  
One Reading Center  
Philadelphia, Pennsylvania 19107  
(215) 238-1701

ASOCIACIÓN DE LICENCIADOS DE FILADELFA  
SERVICIO DE REFERENCIA E INFORMACION LEGAL  
One Reading Center  
Philadelphia, Pennsylvania 19107  
Teléfono: 215-238-1701

GORBERG, GORBERG AND ZUBER

By: DAVID J. GORBERG

Attorney for Plaintiffs

Identification No. 53084

1234 Market Street

Suite 2040

Philadelphia, PA 19107

(215) 563-7210

---

MARY LINKEVICH

113 Patterson Street

Tamaqua, Pa 18252

vs.

FORD MOTOR COMPANY

c/o CT CORPORATION

1515 Market Street

Philadelphia, PA 19103

: COURT OF COMMON PLEAS

: PHILADELPHIA COUNTY

: TERM, 2002

: NO.

---

COMPLAINT

1. Plaintiff, Mary Linkevich, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 113 Patterson Street, Tamaqua, Pa 18252.

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with it's legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

## BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about September 2000, Plaintiff purchased a new 2002 Ford Taurus manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FAFP52U22A121148. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than \$22,725.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about December 19, 2001, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

#### COUNT I

#### MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

20. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

24. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d) (1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

25. Section 15 U.S.C. §2310 (d) (1) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

26. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT II**  
**UNIFORM COMMERCIAL CODE**

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

28. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

31. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

33. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT III**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

35. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

37. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**GORBERG AND ZUBER**

BY:   
DAVID J. GORBERG, ESQUIRE

Attorney for Plaintiff



**VERIFICATION**

I, **DAVID J. GORBERG**, verify that I am the attorney for the Plaintiff; and that the statements made in the attached Civil Action Complaint are based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit; and that the language of this pleading is that of counsel. Signer verifies that he has read the within pleadings and that they are true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



\_\_\_\_\_  
**DAVID J. GORBERG, ESQUIRE**  
Attorney for Plaintiff

DATE: January 2, 2003

LN 51-4 PAY TYPE W	TECH1-122	.30	OPR-CODE 12650055
IGNITION SYSTEM - DIAGNOSIS			
LN 51-5 PAY TYPE W	TECH1-122	.10	OPR-CODE 12650080
NGS DCL DISPLAY - TEST			
LN 51-6 PAY TYPE W	TECH1-122	.30	OPR-CODE 12650091
NGS RECORDER / MONITOR ROAD TEST - DIAGNOSIS			
LN 51-7 PAY TYPE W	TECH1-122	.20	OPR-CODE 12650094
PCM REPROGRAMMING - TEST			

RD W39141 Y 06/17/01 24054 222 FTS=44.35 POL=.00 TOT=234.51 INV=09270  
 FOLDER

LN 40 PAY TYPE W	TECH1-137	.50	OPR-CODE 00549A
LITS 08: FP 1			
00849 WINDSHIELD WIPER MODULE			
RECALL			
PERFORMED RECALL 00849 INSPECTED WIPER MODULE ASSY.-OK			

LN 51 PAY TYPE W	TECH1-137	.20	OPR-CODE 126500
LITS 42: FP YF1Z9F715AA			
CUSTOMER STATES VEHICLE STALLED WHILE DRIVING. HAS GIVEN DIFFICULT STARTING			
INOP			
EEC - (QUICK TEST) - DIAGNOSIS			

MORE

Attn: Shannon  
ext. 258

PJ 1 of 10

RD W39141 24054 222 PTS=.00 POL=.00 TOT=.00 INV=08270  
LN 53-1 PAY TYPE W TECH1-137 .10 OPR-CODE 23943A2  
CORRECTION OF SQUEAKS & RATTLES, OR PERFORM MINOR INTERNAL D  
LN 53-2 PAY TYPE W TECH1-137 .40 OPR-CODE 27406BT  
TRIM PANEL-REAR DOOR - REMOVE AND INSTALL

RD C39142 N 03/17/01 24054 222 PTS=20.49 POL=.00 TOT=62.53 INV=08220  
FOLDER  
LN 01 PAY TYPE C TECH1-137 .30 OPR-CODE 1P  
CHANGE ENGINE OIL AND FILTER  
OIL AND FILTER  
LN 03 PAY TYPE C TECH1-137 .30 OPR-CODE 03  
NEEDS STATE INSPECTION  
PERFORMED STATE INSPECTION  
BRAKES-(F)5MM,(R)5MM,TIRES-3/3  
LN 24 PAY TYPE C TECH1-137 .30 OPR-CODE 99P  
PERFORME MULTI POINT INSPECTION  
PERFORME MULTI POINT INSPECTION

MORE

From: Mary Linkertch

LN 51-1	PAY TYPE W	TECH1-137	.10	OPR-CODE 12650DX1
EXTRA TIME TO REPEAT FINAL QUICK TEST				
LN 51-2	PAY TYPE W	TECH1-137	.10	OPR-CODE 12650DG
VALVE ASSEMBLY (IDLE AIR CONTROL) - IAC - REPLACE				
LN 51-3	PAY TYPE N	TECH1-137	.30	OPR-CODE 12650D4S
FIN POINT TEST - DIAGNOSIS				
LN 51-4	PAY TYPE W	TECH1-137	.30	OPR-CODE 12650D5S
IGNITION SYSTEM - DIAGNOSIS				
LN 51-5	PAY TYPE W	TECH1-137	.10	OPR-CODE 12650D60
NGS DCL DISPLAY - TEST				
LN 51-6	PAY TYPE W	TECH1-137	.50	OPR-CODE 12650DB1
NGS RECORDER / MONITOR ROAD TEST - DIAGNOSIS				
LN 52	PAY TYPE W	TECH1-137		OPR-CODE DIAG
LITS 42 FP 1				
CUSTOMER STATES BLACK SPOT ON WINDSHIELD				
CLEANED				
CLEANED SPOT OFF OF WINDSHIELD				
LN 53	PAY TYPE W	TECH1-137	.60	OPR-CODE 23943AT
LITS 33 FP 1&125				
CUSTOMER STATES NOISE FROM DRIVERS SIDE BACK DOOR				
LOOSE				
TRIM PANEL - FRONT DOOR - REMOVE AND INSTALL				

MORE

LN 51-5 PAY TYPE W            TECH1-122       .20                            OPR-CODE 12650064  
 .PCM REPROGRAMMING - TEST  
 LN 51-6 PAY TYPE W            TECH1-122       .30                            OPR-CODE 1265001  
 POTENTIOMETER ASSEMBLY - THROTTLE POSITION SENSOR - TP - REP  
 LN 51-7 PAY TYPE W            TECH1-122       2.10                         OPR-CODE MT14401  
 SEE COMMENTS

-----  
 RD W39484 Y 08/23/01    24177 222 PTE=3.77          POL=.00          TOT=110.65      INV=08290  
 FOLDER

LN 51 PAY TYPE W            TECH1-122       .20                            OPR-CODE 126500  
 LITS 42    EP FGAZ14N089A  
 CUSTOMER STATED VEHICLE STALLED WHEN PLT IN REVERSE AND TURN TO LEFT  
 INOP

SEC - (QUICK TEST) - DIAGNOSIS  
 LN 51-1 PAY TYPE W            TECH1-122       .10                            OPR-CODE 126500X1  
 EXTRA TIME TO REPEAT FINAL QUICK TEST  
 LN 51-2 PAY TYPE W            TECH1-122       .10                            OPR-CODE 1265007  
 POWERTRAIN CONTROL MODULE (PCM) - RELAY - REPLACE  
 LN 51-3 PAY TYPE W            TECH1-122       .30                            OPR-CODE 12650045  
 PIN POINT TEST - DIAGNOSIS

MORE

LN 22 PAY TYPE C TECH1-199  
ESP DEDUCTIBLE AMOUNT  
ESP DEDUCTIBLE AMOUNT  
CROSS REF 53221

OPR-CODE 22

RD W41250 Y 09/24/01 26289 222 PTS=118.64 POL=.00 TOT=350.13 INV=10100  
FOLDER

LN 51 PAY TYPE W TECH1-122 .20 OPR-CODE 12650D  
LITS 42 FP XF2Z12B579ABRM.  
CUSTOMER STATES VEHICLE STALLS IN REVERSE INTERM.  
INOP.

ERC - (QUICK TEST) - DIAGNOSIS

LN 51-1 PAY TYPE W TECH1-122 .10 OPR-CODE 12650DX1  
EXTRA TIME TO REPEAT FINAL QUICK TEST

LN 51-2 PAY TYPE W TECH1-122 .20 OPR-CODE 12650D25  
MASS AIRFLOW SENSOR ASSEMBLY - REPLACE

LN 51-3 PAY TYPE W TECH1-122 .30 OPR-CODE 12650D43  
PIN POINT TEST - DIAGNOSIS

LN 51-4 PAY TYPE W TECH1-122 .50 OPR-CODE 12650D81  
NGS RECORDER / MONITOR ROAD TEST - DIAGNOSIS

MORE

ROTTET MOTORS, INC.



117 S. Greenwood St.  
Tamaqua, PA 18262

No. 14972  
Phone 866-2130  
868-2163

SALES & SERVICE

NAME	DATE
ADD	3-27-00
CITY	CASH <input type="checkbox"/>
STATE	CHECK <input type="checkbox"/>
MAKE	CR. CARD <input type="checkbox"/>
MODEL	CHARGE <input type="checkbox"/>
YEAR	LABOR RATE
2001	
MILEAGE	
37,570	
SERIAL NO.	
1FMYU02H1K279254	

LUBRICATION	<input type="checkbox"/>		
CHANGE OIL	<input type="checkbox"/>		
CHANGE OIL FILTER CART.	<input type="checkbox"/>		
CHANGE TRANS	<input type="checkbox"/>		
FRONT END ALIGNMENT	<input type="checkbox"/>		
ROTATE TIRES	<input type="checkbox"/>		
ADJUST BRAKES	<input type="checkbox"/>		
STATE INSPECTION	<input type="checkbox"/>		
WASH	<input type="checkbox"/>		
POISH	<input type="checkbox"/>		

TERMS: Strictly cash unless arrangements made.

AUTHORIZED REPAIRS

Brake light keeps coming on roll.

OK brakes, light on because front brakes + rotors worn down + need replacing. Rear brakes are OK

35.00

TIRES & ACCESSORIES

SUBLET:

"Your Best Bet is Rottet"

TOTAL LABOR	35.00
TOTAL PARTS	
TIRE ACCESSORIES	
S.A.E.D.	
REPAIR	
TOTAL	35.00
STATE TAX	2.10
TOTAL	37.10

PAYABLE UPON RECEIPT.  
BALANCES OVER 30 DAYS SUBJECT TO INTEREST. 1 1/2% MONTHLY 18% ANNUM

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CAR OR ARTICLES LEFT IN CARE OF THE SHOP OR ANY DAMAGE INCURRED OUR CUSTOMER.

P.06

EM62-827.1 0203

LN 51 PAY TYPE ESP TECH1-172 .20 OPR-CODE 12650D  
LITS 42 FP YF1Z9J460AC  
CUSTOMER STATES THE CK ENGINE LIGHT IS ON  
PFE INOP  
EEC - (QUICK TEST) - DIAGNOSIS  
LN 51-1 PAY TYPE ESP TECH1-172 .10 OPR-CODE 12650DX1  
EXTRA TIME TO REPEAT FINAL QUICK TEST  
LN 51-2 PAY TYPE ESP TECH1-172 .30 OPR-CODE 12650D45  
FIN POINT TEST - DIAGNOSIS  
LN 51-3 PAY TYPE ESP TECH1-172 .10 OPR-CODE 12650D9  
EGR PRESSURE FEEDBACK - PFE / EXHAUST BACK PRESSURE - EBP -  
LN 52 PAY TYPE ESP TECH1-172 OPR-CODE NA  
LITS NA EP NA  
CUSTOMER STATES THE VEHICLE STALLS WHILE DRIVING (MAKING A LEFT TURN)  
NA  
NA, VEHICLE WORKING TO MANUFACTURER SPECS

-----  
RD C53288 N 04/18/02 39687 203 PTS=.00 PDL=.00 TOT=53.00 INV=04190  
FOLDER

MORE



LN 51-2 PAY TYPE ESP TECH1-172 .20 OPR-CODE 7000F2  
 PIN POINT TEST - DIAGNOSIS  
 LN 51-3 PAY TYPE ESP TECH1-172 5.50 OPR-CODE 7000A  
 TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE  
 LN 51-4 PAY TYPE ESP TECH1-172 .20 OPR-CODE 7000A11  
 TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH  
 LN 51-5 PAY TYPE ESP TECH1-172 .20 OPR-CODE 7000A42  
 EXCHANGE TRANSMISSION DIAGNOSIS SHEET COMPLETION - ENTER DAT  
 LN 51-6 PAY TYPE ESP TECH1-129 .70 OPR-CODE MT7191A  
 TECH NEEDED TO DROP THE TRANS PAN SO ESP COULD LOOK AT INT. COMPON

-----  
 RD C59878 N 08/08/02 44546 203 PTS=0.00 POL=0.00 TOT=53.00 INV=08200  
 FOLDER

LN 22 PAY TYPE C TECH1-199 OPR-CODE 22  
 ESP DEDUCTIBLE AMOUNT  
 ESP DEDUCTIBLE AMOUNT  
 CROSS REF 59822

-----  
 RD E53221 Y 04/18/02 38687 203 PTS=42.59 POL=0.00 TOT=84.46 INV=04230  
 FOLDER

MORE

LINKEVICH, MARY S.  
113 PATTERSON ST  
TAMAGUA  
SCHUYLKILL

PA 19252 UNITED STATES

HOME PH: (370) 668-5774

BUS PH: (610) 736-6961

STOCK NUMBER: 00019502 LAST SERV MILEAGE: 046546

1FMYU02111KE79754 PA ANA5469 SOLD DATE: 09/23/00 MILE: 000020 LAST-SERV: 09/29/00

01 FORD ESCAPE XLS 4WD 4DR SPTUTY YELLOW IN-SERV DATE: 09/26/00

SRVC # CUS: 168 WAR: 699 POL:

NUMBER

TYPE

DATE

DEDUCT

MON MILES ACTIVE

EXT SVC PLAN: 12

PREMIUM

09/23/05

5000 060 075000 Y

FOLDER:

RD E59822 Y 09/09/02 46546 203 PTS=2046.14 POL=.00 TOT=2593.48 INV=0929C

FOLDER

LN 51 PAY TYPE ESP

TECH1-172 1.30

OPR-CODE 7000F

LITS 42

FP 7000

CUSTOMER STATES THE O/D LIGHT IS BLINKING. THE ENGINE LIGHT COMES ON AND

TRANSMISSION NO REVERSE

ELECTRONIC TRANSMISSION DIAGNOSIS - DIAGNOSIS

MORE



**GILBOY FORD - MERCURY, INC.**  
**GILBOY VOLKSWAGEN, INC.**



2805 MacARTHUR ROAD  
 AREA CODE 610 PHONE 434-4211  
 WHITEHALL, PA 18052

\$136.87

PRO AREA	TOTAL PARTS	PRO AMP %	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRODUCE	LESS REC.	
CHECK (✓) APPROPRIATE BOX				
<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID
<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID
<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID	<input type="checkbox"/> PAID

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

X THIS COPY MUST BE RETURNED FOR ADJUSTMENT

DEALER CODE
183213 - FORD 380156 - MERCURY
P # & CODE
01468-1

INVOICE TO	DRIVER/OWNER INFORMATION
LINEVICH, PAUL S. 113 PATTERSON ST TAMMORA PA 18252	LINEVICH, PAUL S. 113 PATTERSON ST TAMMORA PA 18252
HOME: (570) 548-5774 WORK: (610) 756-8961	HOME: (570) 548-5774 WORK: (610) 756-8961
FOR OFFICE USE	VEHICLE INFORMATION
TAG: 0402 AD-7 202 COLUMBIA INVOICE: PRELIM ESP 2 CS	VIN (FNU)021112E79754 LICENSE NUMBER: PA 2485467
TAX RULES: TYPAN INVOICED: 09/26/02 16:12:52	01 FORD ESCAPE 2.5 4WD 2DR OPTLY YELLOW
DOCKETER 014 49057 0757: 1PM	STOCK# 00019502
DATES BEGIN: 09/26/02 DONE: 09/26/02	DATES INSERVICE: 09/26/02 PRODUCTION: 040106 SOLD: 09/26/02

CONCERN 01	CUSTOMER STATES THE TRANS SHIFT CORRECTLY AROUND 40MPH, HAPPENS MORE WITH THE A/C ON	OPERATION	TECH HOURS	AMOUNT
CAUSE	CITL PRCK INOP	126300	172	.2
CORRECTION	EEC (QUICK TEST) - DIAGNOSTIC			
51-1	EXTRA TIME TO REPEAT FINAL QUICK TEST	126508Y1	172	.1
51-2	IGNITION COIL ASSEMBLY-COIL ON PLUG - REMOVE AND INSTALL CP	126508AR	172	.7
51-3	7TH POINT TEST - DIAGNOSTIC	12630045	172	.3
FACTORY	PRG CODE : 1 CONCERN : 050 COND CODE : 42			
	PP-13029 LINE AUTH: CS 092602 15:55			
	LINE AUTH: CS 092602 15:56			
	PART AUTH: CS 092602 13:56			
	LINE AUTH: CS 092602 13:56			

CONCERN 02	CUSTOMER STATES THE CAR STALLED TWICE WHILE IN REVERSE WHILE PARKING	OPERATION	TECH HOURS	AMOUNT
CAUSE	NA	BEELINES1	172	.0
CORRECTION	SEE LINE 51			
FACTORY	PRG CODE : 1 CONCERN : 021 COND CODE : NA			
	PP-NA			

CONCERN 03	CUSTOMER STATES THE ENGINE LIGHT COMES ON AND SOMETIMES BLINKS	OPERATION	TECH HOURS	AMOUNT		
CAUSE	NA	BEELINES1	172	.3		
CORRECTION	SEE LINE 51					
	PART NUMBER	PRG	NOTE	DESCRIPTION	QTY	SELL
	PRG 1187	12029 AA		COIL & BOOT ASY - 1G	1	
FACTORY	PRG CODE : 1 CONCERN : E29 COND CODE : 42					
	PP-1187,12029AA			LINE AUTH: CS 092602 15:56		

STATE OF MICHIGAN  
18TH JUDICIAL DISTRICT  
JUDICIAL CIRCUIT  
COUNTY PROBATE

SUMMONS AND COMPLAINT

CASE NO.

03-01598

Court address 15140 Farmington Rd.  
Livonia, MI 48154

Court telephone no.  
(734) 466-2500

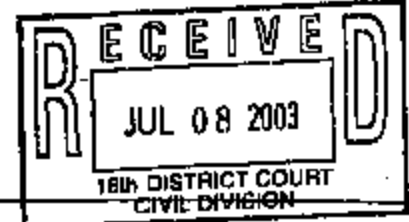
Plaintiff name(s), address(es), and telephone no(s).  
Paula Lorion

Defendant name(s), address(es), and telephone no(s).  
Ford Motor Company c/o Peter J. Sherry  
One American Rd.  
Dearborn, MI 48126

OFFICE OF THE SECRETARY  
PETER J. SHERRY

PS  
JUL 16 AM 11:49

Plaintiff attorney, bar no., address, and telephone no.  
Ronald J. Bolz, P43897  
30928 Ford Rd.  
Garden City, MI 48135  
(734) 261-4700



**SUMMONS** NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

ISSUED <b>JUL 08 2003</b>	This summons expires <b>OCT 07 2003</b>	Court clerk <b>JOSEPH F. MYSLWIEC</b>
------------------------------	--	--

\*This summons is invalid unless served on or before its expiration date.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.
- The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

General Civil Cases

- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint/
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
- The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

**VENUE**

Plaintiff(s) residence (include city, township, or village) <b>Plymouth, Wayne County</b> <small>Place where action arose or business conducted</small>	Defendant(s) residence (include city, township, or village) <b>Dearborn, Wayne County</b>
<b>Livonia, Wayne County</b>	

I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

July 3, 2003

Signature of attorney/plaintiff **Ronald J. Bolz**

If you require special accommodations to use the court because of disabilities, contact the court immediately to make arrangements.

**PROOF OF SERVICE**

**SUMMONS AND COMPLAINT**  
Case No. \_\_\_\_\_

**TO PROCESS SERVER:** You are to serve the summons and complaint not later than 91 days from the date of filing. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NON-SERVICE**

<input type="checkbox"/> <b>OFFICER CERTIFICATE</b> I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notary not required)	<b>OR</b>	<input type="checkbox"/> <b>AFFIDAVIT OF PROCESS SERVER</b> Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notary required)
--	-----------	---

- I served personally a copy of the summons and complaint,  
 I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint,

together with \_\_\_\_\_  
List all documents served with the Summons and Complaint

\_\_\_\_\_ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

After diligent search and inquiry, I have been unable to find and serve the following defendant(s):

I have made the following efforts in attempting to serve the defendant(s): \_\_\_\_\_

I have personally attempted to serve the summons and complaint, together with \_\_\_\_\_ Attachment

\_\_\_\_\_ on \_\_\_\_\_ Name

at \_\_\_\_\_ Address and have been unable to complete service because

the address was incorrect at the time of filing.

Service fee	Miles traveled	Mileage fee	Total fee
\$		\$	\$

Signature \_\_\_\_\_  
Title \_\_\_\_\_

Subscribed and sworn to before me on \_\_\_\_\_ Date \_\_\_\_\_ County, Michigan.

My commission expires: \_\_\_\_\_ Date \_\_\_\_\_ Signature: \_\_\_\_\_ Deputy court clerk/Notary public

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with \_\_\_\_\_ Attachments

\_\_\_\_\_ on \_\_\_\_\_ Day, date, time  
\_\_\_\_\_ on behalf of \_\_\_\_\_

Signature

STATE OF MICHIGAN

IN THE 16<sup>th</sup> JUDICIAL DISTRICT COURT

PAULA LORION,

Plaintiff,

GC

v

FORD MOTOR COMPANY, a Delaware  
Corporation and BILL BROWN FORD, INC.,  
a Michigan Corporation, Jointly and Severally,

Defendants.

\_\_\_\_\_  
CONSUMER LEGAL SERVICES, P.C.  
RONALD J. BOLZ P-43897  
MARK ROMANO P-44014  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 261-4700  
\_\_\_\_\_

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Plymouth, Wayne County, Michigan.

LITIGATION  
PRACTICE GROUP

03 JUL 17 P2 28

OFFICE OF THE  
GENERAL COUNSEL

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford Motor vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Bill Brown Ford, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Livonia, Wayne County, Michigan.

4. On or about July 27, 2001, Plaintiff purchased a new 2001 Ford Escape, VIN 1FMYU01B31KB83158 (hereinafter referred to as "2001 Escape"), from the Seller which was manufactured by the Manufacturer (see copy of the Application for Michigan Title attached as Exhibit A).

5. Along with the sale of the 2001 Escape, Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

CONSUMER LEGAL SERVICES

6. Plaintiff has taken the 2001 Escape to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2001 Escape include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
10/22/02	20,780	341094	<u>ELECTRICAL</u> : red battery light on and vehicle died out while driving
11/11/02	21,502	343193	<u>ELECTRICAL</u> : airbag light on
04/01/03	29,217		<u>ELECTRICAL</u> : airbag light on; exhaust hanging low
06/06/03	33,511	364450	<u>ELECTRICAL</u> : rear wiper inoperative; front wipers inoperative; emergency brake does not hold properly; turn signals do not engage right away; power steering making whining noise; airbag light on

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest, costs and statutory attorney fees, for which Plaintiff seeks judgment against Defendants. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.

CONSUMER LEGAL SERVICES



**COUNT I**  
**VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;**  
**MCLA 257.1401 ET SEQ: MSA 9.2705**

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

12. The 2001 Escape is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2001 Escape is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2001 Escape is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

16. Plaintiff's 2001 Escape has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

17. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

18. Manufacturer's attempted repair was unsuccessful as the 2001 Escape continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2001 Escape to the Plaintiff and/or prevent the 2001 Escape from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2001 Escape with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

F. For such other and further relief as may be justified in this action.

**COUNT II**  
**BREACH OF CONTRACT**

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though herein fully restated and realleged.

21. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2001 Escape to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2001 Escape created a contractual relationship between the Manufacturer/Seller and Plaintiff.

23. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

- A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2001 Escape;
- B. For return of an amount equal to Plaintiff's downpayment and all payments made by Plaintiff to the Defendants;
- C. For incidental, consequential, exemplary and actual damages;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

- E. For costs and expenses, interest, and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT III**  
**VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT**  
**MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.**

24. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though herein fully restated and realleged.

25. Plaintiff is a "person" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

26. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA 445.902(d).

27. The Manufacturer and Seller have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:

(a) The Manufacturer and Seller represented to Plaintiff the 2001 Escape and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2001 Escape and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2001 Escape, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2001 Escape.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2001 Escape and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2001 Escape to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2001 Escape to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2001 Escape to Plaintiff.

28. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate.

**COUNT IV  
BREACH OF WRITTEN WARRANTY UNDER  
MAGNUSON-MOSS WARRANTY ACT**

29. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 28 as though herein fully restated and realleged.

30. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

31. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

32. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

33. The 2001 Escape is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

34. The 2001 Escape was manufactured, sold and purchased after July 4, 1975.

35. The express warranty given by the Manufacturer pertaining to the 2001 Escape is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

36. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

37. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2001 Escape;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT V**  
**REVOCAION OF ACCEPTANCE**

38. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 37 as though herein fully restated and realleged.

39. Plaintiff accepted the 2001 Escape without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

40. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

41. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

42. The nonconformities substantially impair the value of the 2001 Escape to the Plaintiff.

43. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of the purchase price for the 2001 Escape and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

44. Manufacturer and Seller have nevertheless refused to accept return of the 2001 Escape and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2001 Escape;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT VI  
BREACH OF IMPLIED WARRANTY UNDER  
MAGNUSON-MOSS WARRANTY ACT**

45. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully stated and realleged.



46. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2001 Escape;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT VII**  
**BREACH OF EXPRESS WARRANTY**

47. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 46 as though herein fully restated and realleged.

48. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

49. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

50. The 2001 Escape constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

51. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

52. Plaintiff's purchase of the 2001 Escape was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

53. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2001 Escape free of charge to Plaintiff under specific terms as stated in the express warranty.

54. In fact, Plaintiff discovered the 2001 Escape had defects and problems after Plaintiff purchased the vehicle as discussed above.

55. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

56. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2001 Escape.

57. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

58. The Manufacturer and Seller have failed to adequately repair the 2001 Escape and/or have not repaired the 2001 Escape in a timely fashion, and the 2001 Escape remains in a defective condition.

CONSUMER LEGAL SERVICES

59. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2001 Escape's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

60. The 2001 Escape continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

61. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2001 Escape.

62. The Manufacturer and Seller induced Plaintiff's acceptance of the 2001 Escape by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

63. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2001 Escape and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

64. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2001 Escape was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

65. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2001 Escape;
- C. To cancel Plaintiff's retail instalment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

**COUNT VIII**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

66. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 65 as though herein fully restated and realleged.

67. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

68. The 2001 Escape was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

69. The 2001 Escape was not fit for the ordinary purpose for which such goods are used.

70. The defects and problems hereinbefore described rendered the 2001 Escape unmerchantable.

71. The Manufacturer and Seller failed to adequately remedy the defects in the 2001 Escape; and the 2001 Escape continues to be in an unmerchantable condition at the time of revocation.

**WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:**

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the purchase price paid by Plaintiff for the 2001 Escape;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and actual attorneys' fees; and
- G. Such other relief this Court deems appropriate.

**WHEREFORE, the amount in controversy does not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants. In addition, Plaintiff seeks damages from Defendants for incidental, consequential and actual damages including interest, costs, and actual attorneys' fees.**

**CONSUMER LEGAL SERVICES**

**COUNT IX**  
**VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT**  
**MCLA 257.1301, ET SEQ.**

72. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 71 as though fully restated and realleged.

73. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

74. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

75. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

(b) Allowing Plaintiff to sign an acknowledgement, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

**CONSUMER LEGAL SERVICES**

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

76. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

CONSUMER LEGAL SERVICES


**JURY DEMAND**

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By:



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RONALD J. BOLZ P-43897  
MARK ROMANO P-44014  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 281-4700

Dated: June 30, 2003



Delivery Date July 27, 2001 Stock No. 16255

Dealer **BILL BROWN FORD, Inc.**

Address 32222 Plymouth Rd. **ESCAPE 4X2**

City **LIVONIA**

County **WAYNE** State **MICHIGAN** Zip Code **48150**

Dealer License **A-9364** Sales Tax License **A-35-2326848** Phone Number **(734) 421-7000**

Vehicle Sold New  Used  Demo  Trade-In Yes  No

Trade-In Year \_\_\_\_\_ Make \_\_\_\_\_ Vehicle No. \_\_\_\_\_

**TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES Expires 15 days after delivery date**

Plate transferred from: Year \_\_\_\_\_ Make \_\_\_\_\_

Vehicle No. \_\_\_\_\_ Plate No. \_\_\_\_\_ Temp. Expiration Date \_\_\_\_\_

**THIS VEHICLE WILL BE USED OR HAS BEEN USED AS:**  
 A POLICE VEHICLE  A DRIVER EDUCATION VEHICLE  
 A GOVERNMENT VEHICLE  A TAXI  
 A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED  
**ODMETER RELEASE**

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage recorded elsewhere in the purchase or title and/or salvage statement.

Actual mileage  Not actual mileage  Estimated mechanical miles of odometer

Dealer Installed Accessories  Factory List Allowed to Vehicle

Dealer Installed Accessories Not Allowed to Purchase

**REMARKS:**  
 See a separate vehicle Consignment Showing (for Terms of any Lease Financing or Service Contract) is provided by the seller, BILL BROWN FORD, Inc. To The Purchaser. The Seller, BILL BROWN FORD, Inc. hereby expressly warrants All material, Other Express or Implied including any implied Warranty or acceptability of Parts for a particular Purpose, and Assures the Authorized Any Other Person To Assume Full and Sole Liability in Connection with the Sale of This Vehicle. This Disclaimer By The Seller in No Way Affects the Terms of The Manufacturer's Warranty.

AGENT Dick Medved **JUST PRS 734-495-2702**

**CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY**  
 "The information you see on this statement form for this vehicle is part of this contract. Information on the vehicle form overrides any contrary provision in the contract of sale."  
 I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I HEREBY WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Dealer's Signature \_\_\_\_\_ Title \_\_\_\_\_

**STATE THAT I HAVE READ THIS VEHICLE AND I AM REGISTERING.**

Signature \_\_\_\_\_

Expires on: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Months \_\_\_\_\_

Year **2001** Make **Ford** Body Style **STA WGN** Code **01** County **82**

Vehicle No. **1FHYU01B31KB83158** Wt. or Pwt. Cat. **18** License Fee \_\_\_\_\_

Driver License No./PID# of All Drivers/Licensees \_\_\_\_\_ Title **11.00**

County of Residence **WAYNE** Title Late Fee \_\_\_\_\_

Complete Name(s) and Address(es) of All Owners or Lessees  
**PAULA LORION** Tax **1039.65**

**44800 JOY RD., PLYMOUTH MI 48170** Transfer Fee **8.00**

Complete Name(s) and Address(es) of All Lessees \_\_\_\_\_ Total-Taxm. to SD **1058.65**

Full Rights to Survive? Yes  No

Insurance Company **AAA** Policy No. or Binder No. **0795951802001**

Filing Date **07/27/2001**

Address **P. O. BOX 8050** City/State/Zip **PLYMOUTH MI 481708050**

Address \_\_\_\_\_ Filing Date \_\_\_\_\_

City/State/Zip \_\_\_\_\_

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)	17927.44
2. OTHER TAXABLE CHARGES (Permitting Fee, Service Fee, Temp. Reg. Fee, etc.)	N.A.
3. TOTAL TAXABLE PRICE	17927.44
4. (Above total) SALES TAX - LICENSE - TITLE	1058.65
5. NON-TAXABLE CHARGES (Labor, Service Contract, etc.)	N.A.
6. TOTAL DELIVERED PRICE	18986.09
7. CASH ON DEPOSIT	N.A.
8. CASH DUE ON DELIVERY	18986.09
9. TRADE-IN	N.A.
10. LESS LIEN	N.A.
11. TOTAL DOWN PAYMENT	18986.09
12. UNPAID BALANCE TO BE FINANCED	N.A.
13. INSURANCE CHARGE *	N.A.
14. TOTAL AMOUNT OF FINANCE CONTRACT	N.A.

\* TYPE OF INSURANCE  
 WARNING This Insurance is not PLPD No Fault Insurance required by Michigan law.

CREDIT LIFE  HEALTH & ACCIDENT

Temporary Registration No. \_\_\_\_\_ Temporary Fee Charged? Yes  No

**PURCHASER NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT A SECRETARY OF STATE BRANCH OFFICE IMMEDIATELY.**

PART 1 - STATE - Secretary of State - Taxation Department  
 PART 2 - GREEN - Dealer  
 PART 3 - PINK - Purchaser  
 PART 4 - CANARY - Sticker Part  
 PART 5 - BLUE - Dealer's Exam Card  
 PART 6 - BLUE

EXHIBIT A

ERS2-827.1 8229

Owner: PAULA LORIGN  
 64800 351 RD.  
 PLYMOUTH, MI 48170

Phone 734-450-1700 Fax 248-450-1700

Doc. No. 412594

**BILL BROWN FORD, Inc.**  
 32222 Plymouth Rd.  
 LIVONIA, MICHIGAN 48151  
 Phone (734) 450-1700  
 www.billbrownford.com

TECHNO.  
 DEALER REGISTRATION  
 F 120430  
 REPAIRS PROPERLY COMPLETED BY

DISCLAIMER OF WARRANTIES All warranties on the products sold hereby are those made by the manufacturer. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	VEHICLE IDENTIFICATION NO.	STOCK NO.	PREPARED BY	RECEIVED
	DATE	SOLD BY	BILL TO CUST. NO.	ACCESS CODE
	PAYMENT METHOD	AUTH BY	P.O. NO./CHECK NO./CARD NO.	CLS LAB
	AMOUNT	UNIT	UNIT	AMOUNT

DESCRIPTION	UNIT	UNIT	AMOUNT
REPLACED BATTERY (1800) - 10354C - Gorman, B. W-HX	1.30	22.20	22.20
REPLACED ALTERNATOR (10310) - Gorman, B. W-HX	1.70	31.50	31.50
REPLACED BATTERY (1800) - 10354C - Gorman, B. W-HX	1.30	22.20	22.20
LABOR TOTAL			100.00
PARTS TOTAL			75.90
TOTAL			175.90

EXHIBIT B

SERVICE HISTORY

01 Ford ESCAPE 4X4  
 VIN: 1FV0L0D3800000000  
 Est No: 881188 Unit ID:  
 Est No: 15188 Est Type:  
 In Date: 03-27-02 Sold To:  
 Delivery: Date Miles  
 Last Svc: Date 11-11-02 Miles 21522

01 1 To 218 0 + 1 To 218 \*\* 218 \*\* 218 \*\* 218 10 218

CD#	Description	Operation	Type	Number	Tech
1	Customer Request				
1	24188 11-11-02 Final 11-11-02 MI 21522 SR	Variance	Prosa		44

24	BODY ELECTRICAL	BODY/CHASSIS/ELECTRICAL TEST			
FOR	AIRBAG LIGHT IS ON	W-MX 156510	Lawrence		14
24	BODY ELECTRICAL	BODY/CHASSIS/SELE PIRPOINT TEST			
FOR	AIRBAG LIGHT IS ON	W-MX 156510	Lawrence		22
24	BODY ELECTRICAL	EXTRA TIME FOR BODY / CHASSIS			
FOR	AIRBAG LIGHT IS OK	W-MX 157111	Lawrence		7

NO COMMENT: 1/2

1	24194 12-22-02 Final 12-22-02 MI 20780 SR	Ray	Prosa		275
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24	ENGINE OPERATION	ALTERNATOR CIRCUITS DIAGNOSIS			
CR/ADJ	TOWED IN - RED BATTERY LIGHT IS ON	W-MX 182880	Borman, S.		22
104	ENGINE OPERATION	REPLACED ALTERNATOR			
CR/ADJ	TOWED IN - RED BATTERY LIGHT IS ON	W-MX 18346A	Borman, S.		51
104	ENGINE OPERATION	BATTERY TEST, CHARGED, & RECHRG			
CR/ADJ	TOWED IN - RED BATTERY LIGHT IS ON	W-MX 18554C	Borman, S.		264

NO COMMENT: 3/2

1	25046 05-10-01 Final 05-10-01 MI 3 SR	Daniel L.	Prosa		13
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21	NEW CAR PREP	PREP			
	PREP FOR DELIVERY--	1-MX	Herbyway		15

NO COMMENT: \*\*

Printed On 03-27-02 At 10:54:13





WARRANTY OF MERCHANTABILITY  
 unless on the package sold hereby are those made by  
 manufacturer. The seller hereby expressly disclaims all war-  
 ranty express or implied, including any implied warranty  
 of merchantability or fitness for a particular purpose, and the  
 seller assumes no authorization any other person to as-  
 sume or imply any liability in connection with the sale of said pro-  
 duct. This limitation contained herein does not apply where  
 prohibited by law.

YR	MAKE/MODEL	LICENSE NO.	MILEAGE	SERVICE ADVISOR	RECEIVED
01	Ford ESCAPE		33511	John S.	06-06-03 08:49
			STOCK NO.	PREPARED BY	READY
			14234	Harry Kay	06-06-03 13:53
					PRINTED
					06-06-03 16:38
					CURT N
					POL NO./REG NO./LIC NO.
					LABOR TO

UNIT LIST	UNIT NO.	AMOUNT
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Request: (Continued)  
 ABOR: T.O. WORKING PROPERLY  
 Lic # N142597

IS WORKING PROPERLY AT THIS TIME. L-2 SECOND DELAY IS  
 INFORMATION.

REQUEST TOTAL	N/C
---------------	-----

Request: DELETED

Request: Perform Motorcraft East-Lube with up to 5 quarts of super  
 premium Motorcraft oil and a Motorcraft Filter. \$26.95

Request	26.95	26.95	26.95
Request TOTAL			26.95

Request: Perform Tire Rotation and Set Tire Pressure  
 to Specifications. \$19.95

Request	19.95	19.95	19.95
Request TOTAL			19.95

Note: If vehicle is equipped with aluminum wheels, customer  
 should have wheels rotated after 50 miles of driving.

Request: CYAN AIR BAG LIGHT COMES ON STEADY-SEE REPAIR HISTORY TO  
 ABOR: AIR BAG RESTRAINT SYSTEM TEST

Request	53.61	53.61	N/C
---------	-------	-------	-----

Concern: Air  
 Prq Code:  
 HOOD/NE NOT TESTED. SRS SYSTEM - LIGHT NOT ON. NO DOTS.  
 RIND TESTED & MONITOR SYSTEM TESTED - NO CODES. CUSTOMER  
 TO RETURN WITH LIGHT ON. CHECKED OASIS - NO INFO.  
 REQUEST TOTAL

Request TOTAL	N/C
---------------	-----

GIAL ESTIMATE: PARTS .00 LABOR 50.00 TOTAL 50.00

DISCLAIMER OF WARRANTIES Articles on the products sold hereby are those made by manufacturer. The seller hereby expressly disclaims all war- rants, other express or implied, including any implied warranty merchantability or fitness for a particular purpose, and the neither assumes nor authorizes any other person to as- sume any liability in connection with the sale of said pro- Any limitation contained herein does not apply where prohibited by law.	YR	MAKE/MODEL	LICENSE NO.	MILEAGE	SERVICE ADVISOR	RECEIVED
	01	Ford / ESCAPE		83511	John J	READY
		VEHICLE IDENTIFICATION NO.	STOCK NO.	PREPARED BY		PRINTED
	DATE	SOLD BY	BILL TO CUSTOMER NO.	ACCESS CODE	PAYMENT METHOD	AUTH BY
	07-27-01	HEMVET	71331	ZXXX		

	UNIT LIST	UNIT NET	AMOUNT
Service Dept hours Mon.- Fri. 7:00 TO 5:00			19.95
Body Shop hours Mon.- Fri. 7:30 TO 5:00			1.00
Thank you for using B.F. Brown Ford			26.95
	CP SUBTOTAL....		46.90
	CP SALES TAX....		1.62

Please Pay This Amount.... 48.52

DATE  
5/36

Customer Signature



DATE

08/21/24

John









CAUSE NO. 96718

JENNIFER MANN                    }}    IN THE COUNTY COURT AT LAW  
  }}  
VS                                    }}    OF  
  }}  
FORD MOTOR COMPANY            }}    JEFFERSON COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION**

COMES NOW, JENNIFER MANN, Plaintiff in the above styled and numbered cause, and complains of FORD MOTOR COMPANY, Defendant as follows:

I.

FORD MOTOR COMPANY is a foreign corporation and can be served by certified mail on its registered agent, C.T. Corporation, 350 N. St. Paul Street, Dallas, Texas 75201.

Plaintiff was at all relevant times alleged herein a resident of Jefferson County, Texas and the acts and omissions complained of herein occurred in Jefferson County, Texas.

Discovery is intended to be conducted under Level 3, Rule 190 TRCP.

II.

On or about March 31, 2003 Plaintiff was the owner of a 2002 model Ford Escape motor vehicle manufactured by Defendant Ford Motor Company when the engine started pinging and ensuing engine failure occurred. The motor vehicle had been purchased in new condition from Crown Automotive Group in Nashville, Tennessee on September 22, 2001, had been driven only 26,280 miles when the engine failure occurred and was still covered under the applicable warranties from the manufacturer.

The Plaintiff made demand upon Ford Motor Company, the Defendant, to repair or replace the engine under the original warranty and Ford Motor Company has failed or refused to repair this

CS

factory defect or to compensate the Plaintiff for her defective motor vehicle.

III.

Plaintiff is a consumer under the Texas Deceptive Trade Practices Act because she sought or acquired by purchase goods and services of the Defendant, Ford Motor Company, and was entitled to the benefits of the expressed and implied warranties which were made with the sale of the motor vehicle by Defendant. Defendant placed Plaintiff's motor vehicle into the stream of commerce in a defective condition and remains obligated to compensate the Plaintiff for the actual and consequential damages she has suffered under the applicable Texas consumer laws and products liability laws.

IV.

Defendant made the following misrepresentations to Plaintiff as a consumer in violation of the Texas Deceptive Trade Practices Act:

1. Defendant breached the expressed and implied warranties it has made for the motor vehicle.
2. Defendant represented that goods or services are of a particular standard, quality or grade when they are of another, §17.46(b)(7).
3. Defendant failed to disclose information concerning goods or services which was known at the time of the transaction when such failure was intended to induce the consumers into a transaction they would not have entered had the information been disclosed, § 17.46(b)(23).

V.

Defendant placed Plaintiff's motor vehicle into the stream of commerce in a defective condition and is therefore liable under both theories of negligence and products liability.

VI.

As a proximate and/or producing cause of the Defendant's acts and omissions and violations of law Plaintiff has been damaged as follows:

1. Diminished fair market value of her motor vehicle.
2. Loss of rental value of her motor vehicle while it is being repaired.
3. Cost of repair or replacement of the engine and associated parts in the motor vehicle.

VII.

In addition to the actual damages incurred by Plaintiff, she is entitled to recover additional damages under the Texas Deceptive Trade Practices Act, and further, reasonable and necessary attorney fees incurred through preparation of the lawsuit through discovery, pre-trial procedure and actual trial in the trial court and if appealed in an appeal to Court of Appeals and to the Supreme Court.

VIII.

All prerequisites to recovery of additional damages and reasonable and necessary attorneys fees under the Texas Deceptive Trade Practices Act have occurred or have been performed.

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests the Court to award her the actual and consequential damages prayed for herein, the additional damages as provided for by law and reasonable and necessary attorney fees incurred in the trial court and on appeal under the Texas Deceptive Trades Practices Act, for pre-judgment and post judgment interest at the highest rate allowed by law, for costs of court and for general relief.

Respectfully Submitted,

By REJ

**RICHARD N. EVANS, II.**

Attorney at Law

State Bar No. 06726100

85 IH 10 North, Suite 111

Beaumont, Texas 77707

Tel. No. (409) 838-0522

Fax No. (409) 838-0523

Attorney For Plaintiff

JENNIFER MANN