

EA02-027

FORD

1/16/04

**FORD LETTER TO ODI
ATTACHMENT E,
& H (H IS THE
LAST PAGE)
BOOK 2 OF 2
PART 4 OF 4**



CT System

Service of Process Transmittal Form
Philadelphia, Pennsylvania

08/22/2003

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

Phone: (313) 248-8884 ext
FAX: (866) 868-8312
EMAIL: CDZBANSK@FORD.COM

RE: PROCESS SERVED IN PENNSYLVANIA

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: Susan M. Maynard and Bruce D. Maynard vs Ford Motor Company
- 2. DOCUMENT(S) SERVED: Cover Sheet, Notice, Complaint, Verification, Exhibits.
- 3. COURT: Common Pleas Court, Philadelphia County, Pennsylvania
Case Number 003250
- 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 08/22/2003 at 09:00
- 7. APPEARANCE OR ANSWER DUE: Within 30 Days

8. ATTORNEY(S): 215-640-8888
Robert M. Silverman, Esquire
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002

9. REMARKS: Note sent 08/22/2003 to CDZBANSK@FORD.COM

LITIGATION
PRACTICE GROUP

03 AUG 25 P 2:05

OFFICE OF THE
GENERAL COUNSEL

SIGNED CT Corporation System

PER Ann Marie Armstrong
ADDRESS 1515 Market Street
Suite 1210
Philadelphia, PA 19102
SQP WS 0005637816

Information contained on this transmittal form is recorded for CT Corporation System's record keeping purposes only and is not intended to be used for legal purposes. 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.

Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

SEP 20 2003 000250

PLAINTIFF'S NAME [REDACTED] Newark, DE [REDACTED]		DEFENDANT'S NAME Ford Motor Company	
PLAINTIFF'S NAME [REDACTED] Newark, DE [REDACTED]		DEFENDANT'S NAME	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	

TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NO. OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition for Relief <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Transfer From Other Jurisdiction	
--	-------------------------------------	--	--

AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAM <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Strategic Action <input type="checkbox"/> Petition	<input type="checkbox"/> Concensus <input type="checkbox"/> Higher Court Appeal <input type="checkbox"/> Statutory Appeals	<input type="checkbox"/> Settlement <input type="checkbox"/> Motion <input type="checkbox"/> W/D/Survival
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CASE TYPE AND CODE (SEE INSTRUCTIONS)

10 - Contract - Other

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND COURT JURISDICTION)	IS CASE SUBJECT TO COOPERATION ORDER? Yes <input type="checkbox"/> No <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 Robert M. Silverman, Esquire		ADDRESS (SEE INSTRUCTIONS) Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002	
PHONE NUMBER (215) 540-8888	FAX NUMBER (215) 540-8817	E-MAIL ADDRESS rsilverman@lemonlaw.com	
PRIME COURT IDENTIFICATION NO. 5914		DATE August 20, 2003	
SIGNATURE 			

Robert M. Silverman, Esquire
Identification No. 55914
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ardler, PA 19002
(215) 540-8888

LISTED ESTÁ DEMANDADO
COMPARICIÓN EN
ARBITRACIÓN HEARING
1801 MARKET STREET, 2ND FLOOR
FIVE PENNSYLVANIA PLAZA
TIME: 9:30 AM
APR 16 2004
YOU MUST STILL COMPLY
WITH THE NOTICE BELOW.
LISTED TODÍA DEBE
COMPARECER CON EL AVISO
PARA DEFENDERSE

ATTORNEY FOR PLAINTIFFS

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

Newark, Delaware

v.

FORD MOTOR COMPANY
C/O CT Corporation
1515 Market Street, Suite 1210
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

AUGUST 2003

NOTICE TO DEFEND
CODE: 1989

003250

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.

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.

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

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

ATTEST
AUG 21 2003



AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta presentar una comparencia escrita o en persona 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, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumple 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 TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELPHIA, PA 19107
TELEFONO: 215-238-1701

Robert M. Silverman, Esquire
Identification No. 55914
KIMMEL & SILVERMAN, P.C.
38 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFFS

THIS IS AN ARBITRATION
MATTER. ASSESSMENT OF
DAMAGES HEARING IS
REQUESTED.

[REDACTED]

Newark, Delaware [REDACTED]

v.

FORD MOTOR COMPANY
C/O CT Corporation
1515 Market Street, Suite 1210
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiffs, Susan M. Maynard and Bruce D. Maynard, are adult individual citizens and legal residents of the State of Delaware, 310 Palomino Drive, Newark, Delaware 19711.

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conduct business in the Commonwealth of Pennsylvania, and is a corporation of the State of Delaware, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI, 48243, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA, 19103.

BACKGROUND

3. On or about March 08, 2001, Plaintiffs purchased a new 2001 Ford Escape, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMCU04181KA78936.

4. The vehicle was purchased in the State of Delaware and is registered in the State of Delaware.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$29,876.20. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

10. Plaintiffs have or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

11. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997)

COUNT 1
DELAWARE AUTOMOBILE WARRANTY ACT

12. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

13. Plaintiffs are "Consumers" as defined by the Delaware Automobile Warranty Act (hereinafter "Lemon Law"), 6 Del. C. §5001(3).

14. Defendant is a "Manufacturer" as defined by the Delaware Lemon Law, 6 Del. C. §5001(3).

15. Union Park, Inc., is and/or was at the time of sale a "Dealer" engaged in the business of buying, selling, and/or exchanging automobiles as defined by the Delaware Lemon Law, 6 Del. C. §5001(2).

16. On or about March 08, 2001, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities which substantially impair the use, value and/or safety of the vehicle.

17. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

18. The Delaware Lemon Law, 6 Del. C. §5002 provides:

If a new automobile does not conform to the manufacturer's express warranty, and the consumer reports the nonconformity to the manufacturer or its agent or dealer during the term of the warranty or during the period of 1 year following the date of original delivery of an automobile to the consumer, whichever is earlier, the manufacturer shall make, or arrange with its dealer or agent to make, within a reasonable period of time, all repairs necessary to conform the new automobile to the warranty, notwithstanding that the repairs or corrections are made after the expiration of the term of the warranty or the 1-year period.

19. Section 5003 of the Delaware Lemon Law provides:

- a. If the manufacturer, its agent, or its authorized dealer does not conform the automobile to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer shall either replace the automobile with a comparable new automobile acceptable to the consumer or repurchase the automobile from the consumer and refund the consumer the full price, including all credits and allowances for any trade-in vehicle; provided, however, that the consumer shall have the unqualified right to decline a replacement automobile and to demand instead a repurchase.
- b. In instances in which an automobile is replaced by a manufacturer under this section, said manufacturer shall accept return of the automobile and reimburse the consumer for any incidental costs, including dealer preparation fees, fees for transfer of registration, sales taxes or other charges or fees incurred by the consumer as a result of such replacement. In instances in which an automobile which was financed by the manufacturer or its subsidiary or agent is replaced under this section, said manufacturer, subsidiary or agent shall not require the consumer to enter into any refinancing agreement for a replacement automobile which would create any financial obligations beyond those created by the originally financing agreement.
- c. In instances in which a refund is tendered under this section, the manufacturer shall accept return of the automobile from the consumer and shall reimburse the consumer for related purchase costs, including sales taxes, registration fees and dealer preparation fees, less:

- (1) A reasonable allowance for the consumer's use of the automobile, not to exceed the full purchase price of the automobile multiplied by a fraction which consists of the number of miles driven before the consumer first reported the nonconformity to the manufacturer, its agent or dealer divided by 100,000 miles; and
 - (2) A reasonable allowance for damage not attributable to normal wear and tear, but not to include damage resulting from a nonconformity.
- d. Refunds shall be made to the consumer, and lespholder, if any, as their interest may appear.
 - e. No authorized dealer shall be held liable by the manufacturer for any refunds or automobile replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturer's instructions. (64 Del. Laws, c. 173 § 1; 66 Del. Laws, c. 36, §3).

20. The Delaware Lemon Law, 6 Del. C. §5004 provides:

§5004. PRESUMPTIONS

- a. It shall be presumed that a reasonable number of attempts have been undertaken to conform a new automobile to the manufacturer's express warranty if, within the warranty term or during the period of 1 year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair or correction 4 or more times by the manufacturer, its agents or its dealers and the nonconformity continues to exist; or
 - (2) The automobile is out of service by reason of repair or correction of a nonconformity by the manufacturer, its agents or its dealers for a cumulative total of more than 30 calendar days since the original delivery of the motor vehicle to the consumer. This 30-day limit shall commence with the first day on which the consumer presents the automobile to the manufacturer, its agent or dealer for service of the nonconformity and a written document describing the nonconformity is prepared by the manufacturer, its agent or dealer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer, its agents or its dealers, including war, invasion, strikes, fire, flood or other natural disaster.
- b. The presumption provided in this section shall not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to repair or correct the nonconformity; provided, however, that if the manufacturer does not directly attempt or arrange with its dealer or agent to repair or correct the nonconformity, the manufacturer may not defend a claim by a consumer under this chapter on the ground that the agent or dealer failed to properly repair or correct the nonconformity or that repairs or corrections made by the agent or dealer caused or contributed to the nonconformity. (64 Del. Laws, c. 173, §1; 66 Del. Laws, c. 36, §4.)

21. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same nonconformity, and the nonconformity remained uncorrected.

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

23. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions.

24. After a reasonable number of attempts, the manufacturer was unable to repair the nonconformities.

25. The first documented warranty repair attempt is believed to have occurred on or before September 05, 2001, when the vehicle odometer showed 6,667 miles. On that date, repair attempts were made to the abnormal SES light on, rattle noise from tailgate and defective wiper blades. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

26. The second documented warranty repair attempt is believed to have occurred on or before September 17, 2001, when the vehicle odometer showed 7,148 miles. On that date, repair attempts were made to the abnormal whistle noise in heater. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

27. The third documented warranty repair attempt is believed to have occurred on or before November 07, 2001, when the vehicle odometer showed 9,039 miles. On that date, repair attempts were made to the abnormal stalling condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

28. The fourth documented warranty repair attempt is believed to have occurred on or before May 09, 2002, when the vehicle odometer showed 14,844 miles. On that date, repair attempts were made to the abnormal SES light on, battery light on and rattle in driver's side front door. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

29. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety. A true and correct copy of the additional warranty invoice is attached hereto, made a part hereof and marked Exhibit "F".

30. 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 the Delaware Automobile Lemon Law.

31. Plaintiffs have (1) given notice to the manufacturer and (2) provided an opportunity for final repair.

32. Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorney fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

33. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

34. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

35. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

36. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

37. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

38. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

39. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

40. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) 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.

41. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

42. As a direct and proximate result of Defendant's failure to comply with the express written warranties, 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.

43. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

44. Plaintiffs aver Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

45. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiffs

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

Robert M. Silverman, states that he is the attorney for the Plaintiffs herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief, and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs

ENCLOSURE

DELIVERABLES: BIRTH, DEATH, MARRIAGE, DIVORCE, SEPARATION, ADULTERY, GUARDIANSHIP, PROBATE, ESTATE, WILLS, TRUSTS, CONTRACTS, AGREEMENTS, DEEDS, ETC.

Contract header section with fields for Buyer Name, Seller Name, and Property Address.

DEFINITIONS: In this contract, the word "BUYER" shall mean the person or persons who are the BUYER of the PROPERTY...

DESCRIPTION OF PROPERTY: ALL that and which is more particularly described in the following order which is made hereunto (HEREBY) according to the terms of this contract:

Table with 5 columns: Item, Description, Price, Seller's Share, Buyer's Share.

BUYER shall be obligated to pay to SELLER the purchase price of the PROPERTY...

IF ANY BUYER HAS, OR SHOULD HAVE, ANY OTHER INTEREST IN THE PROPERTY...

Table with 5 columns: Annual Estimated Rate, Finance Charge, Amount Financed, Total of Payments, Total Cash Price.

Table with 4 columns: Number of Payments, Amount of Payments, Other Payments Due, or as follows.

Late Charge: If a payment is not paid in full within 30 days after it is due, you will pay a late charge of 5% of the late payment...

PROPERTY TO BE FINANCED: SELLER warrants to pay SELLER the full sale price for the PROPERTY...

- 1. Cash Price (including any accessories, services, and taxes) \$ 2,300.00
2. Cash Disbursements (including factory closing) \$ 77.00
A. Title of title \$ 150.00
B. Lien payoff \$ 150.00
C. Title Insurance \$ 150.00
D. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
E. City of Chester Payment (amount payable to the Chester County Board of Supervisors) \$ 150.00
F. City of Chester Industrial Board (amount payable to the Chester County Board of Supervisors) \$ 150.00
G. City of Chester Board (amount payable to the Chester County Board of Supervisors) \$ 150.00
H. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
I. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
J. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
K. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
L. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
M. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
N. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
O. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
P. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
Q. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
R. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
S. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
T. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
U. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
V. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
W. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
X. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
Y. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00
Z. Other Charges (including amounts paid in advance on BUYER'S behalf) \$ 150.00

LIABILITY INSURANCE COVERAGE: BUYER'S LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED, UNLESS SO STATED IN THE POLICY.

Optional Credit Insurance section with checkboxes for Credit Life, Credit Disability, and Credit Accidents and Sickness.

BY SIGNING BELOW, BUYER AGREES TO BE LEGALLY BOUND AND ACKNOWLEDGES THAT ALL PRODUCTS AND SERVICES HAVE BEEN SATISFACTORILY DELIVERED AND PERFORMED.

BUYER signed this CONTRACT and received a copy on MARCH 01, 2001. SELLER agrees to sell the PROPERTY to BUYER under the terms of this CONTRACT.



PL10196	8887	LT PARCH GO	STATE NO F5162
VEHICLE ESCAPE KIT		DELIVERY DATE	03/08/01
WARRANT		PRODUCTION DATE	03/05/01
NEWARK, DE		DATE REPAIRED	03/05/01
		WARRANT NO	MD1 666

LABOR & PARTS
 J# 1 80FUZ DRIVEABILITY HOURS: 0.30 TECH(S):F000
 CUSTOMER STATES BELL LIGHT ON AND VEHICLE LOCKED UP
 BELL LIGHT ON IN THE MORNING. VEHICLE WILL NOT START
 PERFORMED DIAGNOSTIC TEST, PIR TEST, & ROAD TEST, NO CODES
 PRESENT, UNABLE TO DUPLICATE CUSTOMER CONCERN AT THIS TIME.
 VEHICLE OPERATING AS DESIGNED
 42-E29/126500/.2/126500X1/.1

WARRANT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	JOB # 1 TOTAL PARTS	JOB # 1 TOTAL LABOR & PARTS
					0.0	0.0

J# 2 18FOZBLADE REPL WIPER INSERTS HOURS: TECH(S):F000
 CUSTOMER REQUESTS NEW WINDSHIELD WIPERS
 REPLACED WIPER BLADES WITH GENUINE MOTORCRAFT PARTS

10.0

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	JOB # 2 TOTAL PARTS	JOB # 2 TOTAL LABOR & PARTS
JOB # 2	2	Y84Z-1752B-BD	BLD 65Y-W/WPR	9.95	19.9	29.9

J# 3 01FOZBLUE RECOMMEND HOURS: TECH(S):F000
 IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED WITH YOUR
 VISIT OR ARE UNABLE TO SAY YOU WOULD "DEFINITELY RECOMMEND"
 OUR SERVICE DEPARTMENT AS A PLACE TO HAVE YOUR VEHICLE
 SERVICED, PLEASE CALL PETER K HILLMAN AT (302) 573-4868
 THANK YOU FOR YOUR PATRONAGE!

0.0

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	JOB # 3 TOTAL PARTS	JOB # 3 TOTAL LABOR & PARTS
					0.00	0.00

J# 4 408FUZ LEAKS/SQUEAKS/RATTLE HOURS: 0.20 TECH(S):F000
 CUSTOMER STATES RATTLING NOISE COMING FROM TAILGATE
 DOVE TAIL BRACKETS DRY
 ROADTEST VEHICLE, TRACED CONCERN TO DOVE TAIL BRACKETS,
 LUBRICATED BRACKETS, RECHECK-OK
 03/05/01

WARRANT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	JOB # 4 TOTAL PARTS	JOB # 4 TOTAL LABOR & PARTS
					0.00	0.00

PLAINTIFF'S
 EXHIBIT
 B

LABOR RATE	PC10196	6667	LT PARCH GO	INDEX NO	F51631
01/FORD/ESCAPE/XLJ 4X4			DELIVERY DATE	DELIVERY MILE	
1 1/2 HOURS 4 1/2 HOURS 7 1/2 HOURS 6 1/2 HOURS			DATE ORDERED	PRODUCTION DATE	
NEWARK, DE			07/05/01	DATE SHIPPED	
				DEALER CODE	6667

TOTALS

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*****
* SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT *
* If you are not completely satisfied with your *
* service visit please contact us @ (302) 658-7245 *
* THANK YOU FOR COMING TO UNION PARK *
* AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *
***** Payment Method *****
*  Cash  Credit Card  Visa  Amex *
*  Check ..... Other Pay Method ..... *
* Labor Rates Based on Flat Rate Book Time *
*  Customer Requests Old Parts ..... *
*  Customer Does Not Request Old Parts ..... *
*****
TOTAL LABOR..... 10.05
TOTAL PARTS..... 19.90
TOTAL SUBLET... 0.00
TOTAL S.O.G.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 0.00
TOTAL INVOICE $ 29.95

```

CUSTOMER SIGNATURE

LABOR RATE	PC1019A	7148	LT. PARCH. 00	TRUCK NO	F51631
DATE	09/17/01		DEPT. CODE		
PROD. DATE			DATE RECEIVED		
DEALER CODE					MO: 7148

NEWARK, DE

LABOR & PARTS
 JOB # 1 01FOZ
 CUSTOMER STATES HEATER HOLE WHISTLING NOISE ON ALL SETTINGS
 CHECKED NOISE WHEN BLOWER IS ON. TRACED NOISE TO BLOWER MOTOR.
 REPLACED BLOWER MOTOR AND RETESTED OK.
 19805A/3/42/M59
 19700R/.5

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	YL82-19805-DA	MTR ASSY-AIR C	
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00

WARRANTY 0.00

JN 2 01FOZBLUE
 RECOMMEND HOURS! TECH(S)FOOD
 IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED WITH YOUR VISIT OR ARE UNABLE TO SAY YOU WOULD "DEFINITELY RECOMMEND" OUR SERVICE DEPARTMENT AS A PLACE TO HAVE YOUR VEHICLE SERVICED, PLEASE CALL PETER & HILLMAN AT (302) 573-4848. THANK YOU FOR YOUR PATRONAGE!

0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2 TOTAL PARTS				0.00
JOB # 2 TOTAL LABOR & PARTS				0.00

0.00

TOTALS

***** SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT If you are not completely satisfied with your service visit please contact us @ (302) 659-7245 THANK YOU FOR COMING TO UNION PARK AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! ***** Payment Method ***** <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> M/C <input type="checkbox"/> Visa <input type="checkbox"/> Amex <input type="checkbox"/> Check <input type="checkbox"/> Other Pay Method Labor Rates Based on Flat Rate Book Time <input type="checkbox"/> Customer Requests Did Parts <input type="checkbox"/> Customer Does Not Request Did Parts *****	TOTAL LABOR.... 0.00 TOTAL PARTS.... 0.00 TOTAL SUBLET.... 0.00 TOTAL G.O.G.... 0.00 TOTAL MISC CHG. 0.00 TOTAL MISC DISC 0.00 TOTAL TAX..... 0.00 TOTAL INVOICE \$ 0.00
--	---

X

 CUSTOMER SIGNATURE



LABOR RATE	PL10196	9039	LT PARCH 00	STOCK NO	F51631
VEHICLE MAKE	VOLVO/ESCORT/SPACE/1.7-134		DELIVERY DATE	03/08/01	
VEHICLE YEAR	1998		DELIVERY MILEAGE	UPP	
VEHICLE COLOR	124 N 40 U 4 8 8 8 7 9 6		PRODUCTION DATE	11/07/01	
VEHICLE TYPE	Sedan		DATE WORKED	11/07/01	
VEHICLE NO.	124 N 40 U 4 8 8 8 7 9 6		STOCK NO.	9039	

NEWARK, DE

LABOR & PARTS
 JOB 1 80FOZ DRIVEABILITY HOURS: 0.30 TECH(S): F000
 CUSTOMER STATES VEHICLE STALLS OUT WHILE DRIVING
 HAS BEEN HERE BEFORE FOR SAME PROBLEM
 VEHICLE STALLS
 PERFORMED ROADTEST, UNABLE TO VERIFY CONCERN, PERFORMED MGS
 TEST, NO CODES PRESENT, VEHICLE OPERATING AS DESIGNED AT THIS
 TIME
 42-D21/12650D/.2/12650DX1/.1

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

JOB 2 99FOZ01 OIL/FILTER SERV. HOURS: - TECH(S): F000
 CUSTOMER REQUESTS OIL AND FILTER CHANGE
 -427.95
 CHANGE OIL AND FILTER, CHECKED ALL FLUIDS, SET TIRE PRESSURE

10.83

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
JOB # 2	1	PKFL820-20	OIL & FILTER	****	****
JOB # 2	1	F1AZ-6731-BD	FILTER ASY-OIL	4.12	4.12
JOB # 2	5	SW20	OIL	2.60	13.00
				JOB # 2 TOTAL PARTS	17.12
				JOB # 2 TOTAL LABOR & PARTS	27.95

JOB 3 01FOZBLU RECOMMEND HOURS: TECH(S): F000
 IF FOR ANY REASON YOU ARE NOT "COMPLETELY SATISFIED" w/ YOUR
 VISIT OR ARE UNABLE TO SAY YOU WOULD "DEFINITELY RECOMMEND"
 OUR SERVICE DEPARTMENT AS A PLACE TO HAVE YOUR VEHICLE
 SERVICED, PLEASE CALL PETER K HILLMAN AT (302) 573-4868
 THANK YOU FOR YOUR PATRONAGE!

0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

COMMENTS
 NIGHT DROPPED

THANK YOU



00763



LABOR RATE	PC10194	9039	LT PARCH GD	STOCK NO. F5163
YEAR / MAKE / MODEL	01 / FORD / ESCAPE / XL3-AX4		DATE OF SALE	03/08/01
VEHICLE ID	1 F R C U O 4 I 8 S I K E 7 8 9 3 6		SELLER NO.	OFF
DATE			DATE NOTED	11/07/01
COMMENTS			DATE	NOV 9039

NEWARK, DE



TOTALS

 * SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT *
 * If you are not completely satisfied with your *
 * service visit please contact us @ (302) 458-7245 *
 * THANK YOU FOR COMING TO UNION PARK *
 * AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *
 ***** Payment Method *****
 * Cash Credit Card M/C Visa AMEX *
 * Check Other Pay Method *
 * Labor Rates Based on Flat Rate Book Time *
 * Customer Requests Old Parts *
 * Customer Does Not Request Old Parts *

TOTAL LABOR	10.83
TOTAL PARTS	17.12
TOTAL SUBLET	0.00
TOTAL S.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE	27.95

CUSTOMER SIGNATURE

UNION PARK

LABOR RATE	PC10196	14844	LT PARCH 60
YEAR / MAKE / MODEL	01/FORD/ESCAPE/XLT-4X4		DELIVERY DATE
VEHICLE ID	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	UPP	03/08/01
DATE	NEWARK, DE	05/09/02	REPRINT#
DEALER CODE			MD1 148

LABOR & PARTS
 JH 1 99F0201 OCM OIL/FILTER SRV. HOURS: 1.00 TECH(S):F000
 CUSTOMER REQUESTS OIL AND FILTER CHANGE - \$27.95
 CHANGE OIL AND FILTER, CHECKED ALL FLUIDS, SET TIRE PRESSURE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	PKFLB20-20	OIL & FILTER	***
JOB # 1	1	F1AZ-6791-8D	FILTER ABY-OIL	4.12
JOB # 1	5	SM2U	OIL	2.80
JOB # 1 TOTAL PARTS				17.1
JOB # 1 TOTAL LABOR & PARTS				27.1

JH 2 80F02 DRIVEABILITY HOURS: 0.50 TECH(S):F000
 CUSTOMER STATES SES LIGHT ON
 TECH PERFORMED QUICK TEST AND RETRIEVED CODES P0401 AND P0402 - EGR INSUFFICIENT/EXCESSIVE FLOW. FOUND DPFE READING AT 4.85V THROUGHOUT RPM RANGE.
 12650B9/.1/42/E29 15650E1/.2 15650E9/.1 15650EX1/.1
 REPLACED DPFE AND CLEARED CODES. RETESTED AND VEHICLE WITHIN FORD SPECS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2	1	YF1Z-9J460-AC	SENSOR ASY-EGR	
JOB # 2 TOTAL PARTS				0.0
JOB # 2 TOTAL LABOR & PARTS				0.1

JH 3 77F02 ELECTRICAL HOURS: 0.30 TECH(S):F000
 CUSTOMER STATES BATTERY LIGHT COMES ON AT START UP & STAYS ON UNTIL VEHICLE GETS HOT
 VERIFIED CUSTOMER CONCERN - AFTER REPLACING DPFE AND CLEARING CODES NO CODES RELATIVE TO BATTERY LIGHT.
 CHECKED ALL CONNECTIONS. REMOVED P/S FRONT WHEEL AND CHECKED ALTERNATOR CONNECTIONS AND BATTERY TERMINALS.
 NO PROBLEMS FOUND - VEHICLE OPERATING AS DESIGNED AT THIS TIME. ALSO PERFORMED BATTERY/CHARGING TEST.
 10654C7.3/42/G29

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 3 TOTAL PARTS				0.0
JOB # 3 TOTAL LABOR & PARTS				0.1

JH 4 78F02 LEAKS/SQUEAKS/RATTLE HOURS: 1.00 TECH(S):F000
 CUSTOMER STATES DRIVERS FRONT DOOR RATTLES - \$37.50
 VERIFIED CUSTOMER CONCERN. REMOVED DOOR PANEL TWICE AND TRACED RATTLE TO TWO PLACES.
 INSTALLED FOAM TAPE IN THOSE AREAS - NO OTHER RATTLES FOUND. VEHICLE WITHIN FORD SPECS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 4 TOTAL PARTS				0.0
JOB # 4 TOTAL LABOR & PARTS				0.0

JH 5 01F02VLUK RECOMMEND HOURS: 1.00 TECH(S):F000

UNION PARK - MINGTON, DE 19805



LABOR RATE	PC10194	PLATE NO	14844	PLATE	LT PARCH 00	STOCK NO.
VEHICLE MAKE / MODEL	03/FORD/EDGAS	DELIVERY DATE	03/08/01	DELIVERY MILE		
VEHICLE YEAR	1 1 0 0 4 0 7 9 8	SELLING DEALER NO.	UPP	PRODUCTION DATE		
NEWARK, DE		DATE	05/09/02	DATE REPRINTED	REPRINTED	
				DEALER BOOK	MO 148	

IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED W/ YOUR VISIT OR ARE UNABLE TO SAY YOU WOULD DEFINITELY RECOMMEND OUR SERVICE DEPARTMENT AS A PLACE TO HAVE YOUR VEHICLE SERVICED, PLEASE CALL DAVE PRAKSTI AT (302) 573-4867 THANK YOU FOR YOUR PATRONAGE!

PARTS	RTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	JOB # 5 TOTAL PARTS	0.
					JOB # 5 TOTAL LABOR & PARTS	0.

TOTALS	
*****	TOTAL LABOR..... 10.8
* SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT *	TOTAL PARTS..... 17.3
* If you are not completely satisfied with your *	TOTAL SUBLET..... 0.0
* service visit please contact us @ (302) 458-7245 *	TOTAL G.O.B..... 0.0
* THANK YOU FOR COMING TO UNION PARK *	TOTAL MISC CHG..... 0.0
* AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *	TOTAL MISC DISC..... 0.0
***** Payment Method *****	TOTAL TAX..... 0.
* <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card M/C Visa Amex *	TOTAL INVOICE \$ 27.
* <input checked="" type="checkbox"/> Check 177.7... Other Pay Method	
* Labor Rates Based on Flat Rate Book Time *	
* <input type="checkbox"/> Customer Requests Old Parts	
* <input type="checkbox"/> Customer Does Not Request Old Parts	

[Handwritten Signature]
CUSTOMER SIGNATURE

UNION PARK • MINGTON, DE 19805

SEE A NEW YOU!

PC10196	17700	LT PARCH. BD	BOOK NO.
01/28/01	03/08/01	DELIVERY DATE	DELIVERY MILES
1 F U 4 B K 7 9 8	UPP	PRODUCTION DATE	
NEWARK, DE	08/05/02	DATE NOTICED	
		BOOK NO.	NOT 17700

LABOR & PARTS
 J# 1 99FDZ018 OIL & FILTER SERV. HOURS: TECH(S):F000 10.83
 CUSTOMER REQUESTS OIL AND FILTER CHANGE
 \$27.95
 CHANGE OIL AND FILTER, CHECKED ALL FLUIDS, SET TIRE PRESSURE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PKFLB20-20	OIL & FILTER	4.12	4.12
JOB # 1	1	F1A2-4731-8D	FILTER ASY-OIL	2.60	13.00
JOB # 1	5	SW20	OIL		17.12
JOB # 1 TOTAL PARTS					17.12
JOB # 1 TOTAL LABOR & PARTS					27.95

J# 2 78FUZ LEAKS/SQUEAKS/RATTLE HOURS: TECH(S):F000
 CUSTOMER STATES THAT THERE IS A RATTLE IN THE L/F DOOR WHEN GOING OVER UNEVEN PAVEMENT/BUMPY ROAD. COULD NOT VERIFY CONCERN - ROAD TESTED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS					0.00
JOB # 2 TOTAL LABOR & PARTS					0.00

WARRANTY

J# 3 77FOZ ELECTRICAL HOURS: TECH(S):F000
 CUSTOMER STATES THAT THE R/F WINDOW IS VERY LOUD GOING UP AND DOWN - PLEASE CHECK AND ADVISE. NO PROBLEM FOUND - OPERATING AS DESIGNED AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3 TOTAL PARTS					0.00
JOB # 3 TOTAL LABOR & PARTS					0.00

WARRANTY

J# 4 82FOZ ACCESSORIES HOURS: TECH(S):F000
 CUSTOMER STATES THAT HER PRIVACY COVER DOES NOT FIT AND DOES NOT RETRACT; SAYS IT IS BROKEN. PRIVACY COVER IN ORDER - WILL ADVISE CUSTOMER WHEN PART ARRIVES.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	0	YLBZ-7845440-AA8	CUR ASY-LUGS		
PART ON SPECIAL ORDER					
** QUANTITY 1 IS SPECIAL ORDERED **					
JOB # 4 TOTAL PARTS					0.00
JOB # 4 TOTAL LABOR & PARTS					0.00

WARRANTY

J# 5 77FOZELEC ELECTRICAL REPAIR HOURS: 0.60 TECH(S):F000
 CUSTOMER STATES THAT THE BATTERY LIGHT COMES ON WHEN STARTING UP THE VEHICLE AFTER LETTING IT SIT FOR A WHILE - LIGHT STAYS ON UNTIL VEHICLE WARMS UP - PLEASE CHECK AND ADVISE. TESTED BATTERY - ALL OK - COOLANT WAS ON - CHECKED FOR LEAKS - AND TOPPED OFF FLUID. 10654C/.3/42/629 8005D/.3

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 5 TOTAL PARTS					0.00

WARRANTY

THANK YOU



ADVISOR BERALD K HUSBANDE	256	INT. NO. 3880	WORK DATE 08/05/02	WORK NO. FDC8390973
LABOR RATE	GEN. NO. FC10196	INVOICE NO. 17700	BOOK LT PARCH 00	BOOK NO.
VEHICLE MAKE / MODEL 01/FORD/ESCAPE/XLT 4X4	VEHICLE YEAR 01	VEHICLE COLOR UPP	DELIVERY DATE 03/08/01	DELIVERY MILE
VEHICLE VIN 1FVWU043818A78906	VEHICLE MAKE FORD	VEHICLE MODEL UPP	PRODUCTION DATE	DATE NOTIFIED
VEHICLE REG. NO. NEWARK, DE	VEHICLE REG. STATE	VEHICLE REG. DATE 06/05/02	VEHICLE REG. NO.	VEHICLE REG. STATE
COMMENTS	BOOK NO.	DEALER FROM MO1 17700		

JOB # 5 TOTAL LABOR & PARTS			0.00
J8 & 01F0ZBLUE RECOMMEND HOURS TECH(S):FOOD IF FOR ANY REASON YOU ARE NOT "COMPLETELY SATISFIED" W/ YOUR VISIT OR ARE UNABLE TO SAY YOU WOULD "DEFINITELY RECOMMEND" OUR SERVICE DEPARTMENT AS A PLACE TO HAVE YOUR VEHICLE SERVICED, PLEASE CALL DAVE PRAKSTI AT (302) 573-4867 THANK YOU FOR YOUR PATRONAGE!			0.00
PARTS	QTY	FP-NUMBER	DESCRIPTION
			UNIT PRICE
			JOB # 6 TOTAL PARTS
			0.00
			JOB # 6 TOTAL LABOR & PARTS
			0.00

TOTALS		
*****	TOTAL LABOR....	10.83
* SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT *	TOTAL PARTS....	17.12
* If you are not completely satisfied with your *	TOTAL SUBLET...	0.00
* service visit please contact us @ (302) 458-7245 *	TOTAL G.O.G....	0.00
* THANK YOU FOR COMING TO UNION PARK *	INITIAL MISC CHG.	0.00
* AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *	TOTAL MISC DISC	0.00
***** Payment Method *****	TOTAL TAX.....	0.00
* [] Cash [] Credit Card N/C Visa Amex *	TOTAL INVOICE \$	27.95
* [] Check Other Pay Method *		
* Labor Rates Based on Flat Rate Annl Time *		
* [] Customer Requests Old Parts *		
* [] Customer Does Not Request Old Parts *		

CUSTOMER SIGNATURE

NEWARK, DE	12/15/02	20286	LYPARCH 00	STOCK NO
			03/08/01	DELIVERY DATE
				PRODUCTION DATE
				DATE NOTIFIED
				DATE OF WORK

LABOR & PARTS
 JN 1.99F0Z QUALITY CARE MAINT. HOURS: TECH(S):FO00 40.89
 PERFORM HANDY SPECIAL \$49.95
 PERFORMED OIL AND FILTER CHANGE, PERFORMED MULTI-POINT INSPECTION, TOPPED OFF ALL FLUIDS, AND SET TIRE PRESSURE
 PERFORMED BRAKE INSPECTION AND TIRE ROTATION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PKFLB20-20	OIL & FILTER	###	###
JOB # 1	1	F1AZ-6731-BD	FILTER ASY-OIL	4.12	4.12
JOB # 1	5	5W20	OIL	2.60	13.00
				JOB # 1 TOTAL PARTS	17.12
				JOB # 1 TOTAL LABOR & PARTS	57.95

JN 2.78F0Z LEAKS/SQUEAKS/RATTLE HOURS: 0.50 TECH(S):FO00 WARRANTY
 CUST STATES THAT THE P/S FRONT WINDOW IS SLOW AND NOISY WHIL IN OPERATION
 VERIFIED CUSTOMERS CONCERN WITH P/S FRONT WINDOW, REMOVED DOOR TRIM PANEL AND FOUND WINDOW MOTOR NOISY.
 REPLACED WINDOW REGULATOR ASSEMBLY WITH MOTOR, RECHECKED OK. #23943A1/.Z/42/607 23943A10/.3

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1	ZL8Z-7823200-BA	REG ASY FRT DR		
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

JN 3.78F0ZLSR LEAK/SQUEAK/RATTLE 1 HOURS: TECH(S):FO00 0.00
 CUST STATES THAT THERE IS A SQUEEK IN THE STEERING WHEEL. ROAD TESTED VEHICLE FOR SQUEEK IN STEERING, NO NOISE HEARD, CHECKED FOR TSB'S AND SEM NONE FOUND.
 UNABLE TO DUPLICATE CUSTOMERS CONCERN.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

JN 4.18F0ZMLAE REPL WIPER INSERTS HOURS: TECH(S):FO00 12.10
 CUSTOMER REQUESTS REPLACEMENT OF WIPER BLADES PER NITE DROP. REPLACED WIPER BLADES WITH GENUINE MOYDRACRAFT PARTS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	2	YL8Z-1752B-AB	BLD ASY-W/WPR	9.95	19.90
JOB # 4	1	YL8Z-1752B-AA	BLD ASY RR WDO	7.95	7.95
				JOB # 4 TOTAL PARTS	27.85
				JOB # 4 TOTAL LABOR & PARTS	39.95

JN 5.99F0DAL4N FOUR WHEEL ALIGNMENT HOURS: TECH(S):FO00 79.95
 FOUR WHEEL ALIGNMENT
 FOUR WHEEL/THRUST ANGLE ALIGNMENT
 FOUR WHEEL/THRUST ANGLE ALIGNMENT, INSPECT FRONT AND REAR SUSPENSION AND STEERING COMPONENTS FOR WEAR, ADJUST WHEEL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 5 TOTAL PARTS	0.00

THANK YOU

LABOR RATE	PC10196	INVOICE NO	20286	CT PARCH 00	STOCK NO
VEHICLE MAKE	FORD ESCAPE/XLT 4X4		DELIVERY DATE	03/08/01	
VEHICLE YEAR	2001		DELIVERY MILE	000	
VEHICLE COLOR	SILVER		PRODUCTION DATE		
VEHICLE VIN	1FTRU14E82K070906		DATE SHIPPED	11/15/02	
VEHICLE MODEL	ESCAPE		DATE IN STOCK	NOV 2028	

NEWARK, DE

JOB # 5 TOTAL LABOR & PARTS 79.9'

JOB # 6 TOTAL LABOR & PARTS 30.0'

DURING MULTIPoint INSPECTION TECH NOTED THAT FRT TIRES WERE CHOPPED DUE TO MISALIGNMENT. REPLACED TWO TIRES WITH FIRESTONE WILDERNESS HT, MOUNTED AND BALANCED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
JOB # 6 TOTAL PARTS					0.0'
JOB # 6 TOTAL LABOR & PARTS					30.0'

SUBLET	POW	VEND INVR	INV DATE	DESCRIPTION	TOTAL
JOB # 6	118500	62327	11/19/02	2 FIRESTONE WILDERNESS HT 235/75R16	200.00
TOTAL - SUBLET					200.00

MISC	CODE	DESCRIPTION	CONTROL NO	TOTAL
JOB # 1	F65	FORD COUPON DISCOUNTS		-8.00
TOTAL - MISC				-8.00

COMMENTS: NIGHT DROP ON SUNDAY

TOTALS	TOTAL LABOR	TOTAL PARTS	TOTAL SUBLET	TOTAL G.O.B.	TOTAL MISC CHG.	TOTAL MISC DISC.	TOTAL TAX	TOTAL INVOICE
*****	142.81	44.97	200.00	0.00	0.00	-8.00	0.00	399.88
* SERVICE HOURS 7 AM - 4 PM MON-FRI 8 AM - 1 PM SAT *								
* If you are not completely satisfied with your *								
* service visit please contact us @ (302) 658-7245 *								
* THANK YOU FOR COMING TO UNION PARK *								
* AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *								
* ***** Payment Method ***** *								
* [] Cash [] Credit Card N/C <u>Visa</u> Amex *								
* [] Check Other Pay Method *								
* Labor Rates Based on Flat Rate Book Time *								
* [] Customer Requests Old Parts *								
* [] Customer Does Not Request Old Parts *								

CUSTOMER SIGNATURE

THANK YOU

LABOR RATE	ORDER NO.	RELEASE #	COLOR	STOCK NO.
	PC10196	22326	LT PARCH 00	
VEHICLE MAKE / MODEL	YEAR	PLANT	DELIVERY DATE	DELIVERY MILE
01/FORD/ESCAPE/3LT-4X4			03/08/01	
VEHICLE VIN	SALES DEALER NO.	PRODUCTION DATE	DATE NOTIFIED	REPRINT# 1
1 8 8 M T U V 4 8 B B K 7 8 9 3 6 9	UPP		01/24/03	
PLANT NO.	PLANT	PLANT DATE	DEALER CODE	NO. 22326

LABOR & PARTS
 JN 1 99FDZ01A
 OIL & FILTER SERV. HOURS: 1.00 TECH(S):F000
 CUSTOMER REQUESTS OIL AND FILTER CHANGE

CHANGE OIL AND FILTER, CHECKED ALL FLUIDS, SET TIRE PRESSURE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PKFLB20-20	OIL & FILTER	***	***
JOB # 1	1	F1AZ-6731-BD	FILTER ASY-OIL	4.12	4.12
JOB # 1	5	5W20	DIL	2.60	13.00
JOB # 1 TOTAL PARTS					17.12
JOB # 1 TOTAL LABOR & PARTS					27.95

JN 2 81FOZ
 A/C & HEATING HOURS: 0.00 TECH(S):F000
 CUSTOMER STATES FAN MAKING A WHISTLING NOISE. WAS REPLACED BEFORE.
 UNABLE TO VERIFY CUSTOMER CONCERN. NO PROBLEM FOUND.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2 TOTAL PARTS					0.00
JOB # 2 TOTAL LABOR & PARTS					0.00

JN 3 80FOZ
 DRIVEABILITY HOURS: 0.70 TECH(S):F000
 CUSTOMER STATES ACCELERATOR PEDAL STICKING. PERFORMED WAG QUICK TEST, NO CODES. PERFORMED PID DATA TEST, TRACED CONCERN TO THROTTLE BODY STICKING. REMOVED AND REPLACED THROTTLE BODY AND RECHECKED OPERATION. OK.
 9926A/.4/D50/69 12650D/.2 12650D80/.1

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	YF1Z-9E936-AB	GASKET -THROTT		WARRANTY
JOB # 3	1	2L8Z-9E926-AB	BUY ASY-AIR IN		WARRANTY
JOB # 3 TOTAL PARTS					0.00
JOB # 3 TOTAL LABOR & PARTS					0.00

JN 4+13FDZAIRFILTER REPLACE AIR FILTER HOURS: 0.00 TECH(S):F000
 DURING SERVICE TECH NOTED THAT AIR FILTER IS DIRTY. RECOMMENDED REPLACING AIR FILTER, CUSTOMER DECLINED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4 TOTAL PARTS					0.00
JOB # 4 TOTAL LABOR & PARTS					0.00

JN 5+17F0ZFILTER REPLACE FUEL FILTER HOURS: 0.00 TECH(S):F000
 DURING SERVICE TECH NOTED THAT FUEL FILTER WAS OLD. RECOMMENDED REPLACING FUEL FILTER, CUSTOMER DECLINED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 5 TOTAL PARTS					0.00
JOB # 5 TOTAL LABOR & PARTS					0.00

COMMENTS
 NIGHTDROP

THANK YOU

55493	JAMES M LEITHREN	1325	6226	01/27/03	F065413505
	ORDER NO.	ORDER NO.	ORDER NO.	ORDER NO.	ORDER NO.
	PC10196	22326	LT PARCH 80		
	01/FORD/ESCAPE/XLT-4X4		03/08/01		
	1000 MILES UNIT 4	800	UPP		
NEWARK, DE			01/24/03	REPRINT# 1	
				MDI 22326	

TOTALS

 * SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT *
 * If you are not completely satisfied with your *
 * service visit please contact us @ (302) 658-7245 *
 * THANK YOU FOR COMING TO UNION PARK *
 * AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *
 ***** Payment Method *****
 * Cash Credit Card M/C Visa Amex *
 * Check 1755... Other Pay Method *
 * Labor Rates Based on Flat Rate Book Time *
 * Customer Requests Old Parts *
 * Customer Does Not Request Old Parts *

TOTAL LABOR....	10.83
TOTAL PARTS....	17.12
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE *	27.95

CUSTOMER SIGNATURE

PLC10196	23500	LT PARCH GO	STOCK NO.
01/FUS/ESCAPE/XTL 43A		03/08/01	DELIVERY DATE
12 M U 4 B K 7 9 6		UPP	PRODUCTION DATE
		03/06/03	DATE NOTED
			DATE STOCK
			NOI 23500

LABOR & PARTS
 JN 1 49FDZAPPT APPT. S/D PARTS HOURS: 0.99 TECH(B) FGOO
 PLEASE INSTALL BOP PART FOR THE CONDITION OF
 HEATER BLOWER MOTOR
 CUSTOMER STATES THAT FAN MAKES WHISTELING NOISE WHEN
 VERIFIED CUSTOMERS CONCERN, TRACED TO BLOWER MOTOR INTERNAL
 BEARING CONCERN
 REPLACED BLOWER MOTOR AND RECHECKED OK.
 19906/3/42/C20

WARRANTY
 WARRANTY
 0.00
 0.00

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1		YL82-19805-DA	MTR ASY-A/C BL	
					JOB # 1 TOTAL PARTS
					JOB # 1 TOTAL LABOR & PARTS

TOTALS		
*****	TOTAL LABOR....	0.00
* SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT.*	TOTAL PARTS....	0.00
* If you are not completely satisfied with your	TOTAL SUBLET....	0.00
* service visit please contact us @ (302) 658-7245 *	TOTAL B.O.G....	0.00
* THANK YOU FOR COMING TO UNION PARK *	TOTAL MISC CHG.	0.00
*AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *	TOTAL MISC DISC	0.00
***** Payment Method *****	TOTAL TAX.....	0.00
* <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card M/C Visa Amex *	TOTAL INVOICE \$	0.00
* <input type="checkbox"/> Check Other Pay Method		
* Labor Rates Based on Flat Rate Book Time *		
* <input type="checkbox"/> Customer Requests Old Parts		
* <input type="checkbox"/> Customer Does Not Request Old Parts		

CUSTOMER SIGNATURE

THANK YOU

LABOR RATE	PL10196	24053	ET PARCH GO	WORK NO.
DELIVERY DATE	03/08/01			
VEHICLE MAKE	70/FORD/ESCAPE/XLT AX4		DEALER NO.	PRODUCTION DATE
VEHICLE MODEL	Y H C U 4 B K 7 9 6		UPP	
VEHICLE YEAR			03/18/03	DATE WORKED
ZONE NO.				WORK ORDER NO. 2411

NEWARK, DE

LABOR & PARTS
 JM 1 BUFOZ DRIVEABILITY HOURS: 1.10 TECH(S):FOOD
 CUSTOMER STATES BATTERY LIGHT KEEPS COMING ON AND OFF
 ROAD TESTED VEHICLE NO BATTERY LIGHT CAME ON. DID HAVE THE
 LOW COOLANT LIGHT COME ON. FILLED TANK TO FULL LINE AND
 PRESSURE TESTED SYSTEM. COOLANT TANK HAS VERY SMALL LEAK AT
 SEAM.
 REPLACED COOLANT TANK AM DRECHECKED OK.
 10654C/3/42/629 8005U/.3 8008U/.5

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	1L8Z-8A080-BY	TANK ASY - RAD	
				JOB # 1 TOTAL PARTS
				JOB # 1 TOTAL LABOR & PARTS

WARRANTY
 0.00
 0.00

JM 2 BUFOZDRIVE DRIVEABILITY PROB 1. HOURS: 0.20 TECH(S):FOOD
 CUSTOMER STATES VEHICLE STALLS AND CHECK ENGINE LIGHT COMES
 ON. VEHICLE WILL START BACK UP
 CHECKED FOR CUSTOMER CONCERN. NO STALLING OCCURED.
 PERFORMED HOB TEST. NO CODES. DROVE VEHICLE HOME ON
 EXTENDED ROAD TEST PER CUSTOMER REQUEST. TOTAL OF
 APPROXIMATELY 60 MILES. VEHICLE DID NOT STALL OR
 SHOW SYMPTOMS OF STALLING OR RUNNING BAD.
 UNABLE TO DUPLICATE CUSTOMERS CONCERN
 12650B/.2/12/021

WARRANTY

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
				JOB # 2 TOTAL PARTS
				JOB # 2 TOTAL LABOR & PARTS

0.00
 0.00

***** SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT * If you are not completely satisfied with your * service visit please contact us @ (302) 458-7245 * THANK YOU FOR COMING TO UNION PARK * AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! * ***** Payment Method ***** <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> M/C <input type="checkbox"/> Visa <input type="checkbox"/> Amex * <input type="checkbox"/> Check Other Pay Method * Labor Rates Based on Flat Rate Book (line * <input type="checkbox"/> Customer Requests Old Parts * <input type="checkbox"/> Customer Does Not Request Old Parts * *****	TOTAL LABOR.... TOTAL PARTS.... TOTAL SUBLET.... TOTAL S.D.B.... TOTAL MISC CHG. TOTAL MISC DISG TOTAL TAX..... TOTAL INVOICE \$	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
---	---	--

THANK YOU!

NEHARK, DE

PL10196	24053	LT PARCH 00	STOCK NO.
01/FIRED/ESCAPE/XL1 434		03/08/01	DATE OF SALE
7 9 6		OFF	PROCESSED DATE
		03/21/93	DATE RECEIVED
		NOV 24053	SALES ORDER NO.

LABOR & PARTS

FUEL SYSTEM
 PUT \$20.00 WORTH OF FUEL IN TANK FOR TEST DRIVE.
 TANK NEARLY EMPTY.
 PUT \$20.00 WORTH OF OASE IN TANK FOR OVERNIGHT TEST DRIVE TO
 CHECK STALL CONDITION.

JOB # 1 TOTAL LABOR & PARTS

20.00

TOTALS

 * SERVICE HOURS 7 AM - 6 PM MON-FRI 8 AM - 1 PM SAT *
 * If you are not completely satisfied with your *
 * service visit please contact us @ (302) 456-7245 *
 * THANK YOU FOR COMING TO UNION PARK *
 * AND ALLOWING US TO SERVE YOU. PLEASE DRIVE SAFELY! *
 ***** Payment Method *****
 * Cash Credit Card V/C Visa Amex *
 * Check Other Pay Method *
 * Labor Rates Based on Flat Rate Book Time *
 * Customer Requests Old Parts *
 * Customer Does Not Request Old Parts *

TOTAL LABOR....	20.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE *	20.00

CUSTOMER SIGNATURE

THANK YOU

UNITED B LEADWORK 1325 9937 06/06/03 FDCS430A99
 ORDER NO. PCL0196 2596B
 ORDER DATE 03/08/01
 ORDER TYPE LPP
 ORDER DATE 06/05/03
 ORDER NO. NO: 2596B

REMARK. DE

LABOR & PARTS
 JOB # 1 75FOZ
 INTERIOR TRIM
 CUSTOMER STATES THAT THE TEMP CONTROL KNOB IS BROKEN PLEASE
 REPLACE.
 VERIFIED THAT STEM OF TEMPERATURE CONTROL KNOB IS BROKEN.
 REMOVED STEEL SLEEVE FROM POST AND INSTALLED NEW TEMP
 CONTROL KNOB. RECHECKED OPERATION. OK.
 MY.FOYL8Z-18519-AA/.1/C20/02

WARRANTY
WARRANTY
 0.00
 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	YL8Z-18519-AA	KB ASY-HTR TEM	
JOB # 1 TOTAL PARTS				0.00
JOB # 1 TOTAL LABOR & PARTS				0.00

COMMENTS: WAIT

TOTALS

***** * SERVICE HOURS 7 AM - 4 PM MON-FRI 8 AM - 1 PM SAT * * If you are not completely satisfied with your * * service visit please contact us @ (302) 458-7245 * * THANK YOU FOR COMING TO UNION PARK * * AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! * * ***** Payment Method ***** * <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> VISA <input type="checkbox"/> Amex * * <input type="checkbox"/> Check Other Pay Method * * Labor Rates Based on Flat Rate Book Time * * <input type="checkbox"/> Customer Requests Old Parts * * <input type="checkbox"/> Customer Does Not Request Old Parts * *****	<table border="0"> <tr><td>TOTAL LABOR....</td><td>0.00</td></tr> <tr><td>TOTAL PARTS....</td><td>0.00</td></tr> <tr><td>TOTAL SUBLET....</td><td>0.00</td></tr> <tr><td>TOTAL G.D.B....</td><td>0.00</td></tr> <tr><td>TOTAL MISC CHG.</td><td>0.00</td></tr> <tr><td>TOTAL MISC DISC</td><td>0.00</td></tr> <tr><td>TOTAL TAX.....</td><td>0.00</td></tr> <tr><td>TOTAL INVOICE #</td><td>0.00</td></tr> </table>	TOTAL LABOR....	0.00	TOTAL PARTS....	0.00	TOTAL SUBLET....	0.00	TOTAL G.D.B....	0.00	TOTAL MISC CHG.	0.00	TOTAL MISC DISC	0.00	TOTAL TAX.....	0.00	TOTAL INVOICE #	0.00
TOTAL LABOR....	0.00																
TOTAL PARTS....	0.00																
TOTAL SUBLET....	0.00																
TOTAL G.D.B....	0.00																
TOTAL MISC CHG.	0.00																
TOTAL MISC DISC	0.00																
TOTAL TAX.....	0.00																
TOTAL INVOICE #	0.00																

CUSTOMER SIGNATURE

THANK YOU

55483	SAMUEL K HIMMEL	0127	2417	07/31/03	77008498101
LABOR RATE	UNIT PRICE	REPAIR #	DATE	WARRANT	
	FC10190	27459	11 JANU 03		
YEAR/MAKE/TYPE	01/FORD/ESCAPE (L) 4x4		DELIVERY DATE	DELIVERY MILE	
VIN	1FMCU041K1K178930		ALLIANCE DEALER NO	PRODUCTION DATE	
STOCK NO.			DATE	DATE	
			07/30/03		
COMMENTS			DEALER CODE	RUF. 2895	

LABOR & PARTS
 JOB 1 80F07 DRIVEABILITY HOURS: 0.70 (ECHO) *FOOD
 CUSTOMER STATES VEHICLE KEEPS STALLING OUT
 TSB 02-23-01 FOR CORRECTION OF CUSTOMER'S CONCERN
 PERFORMED DIAGNOSTIC TEST. REPLACED IMPE. SENSOR, DEC. RELAY &
 REPROGRAMMED PCM
 12A500B47.2/12A500V.2/12A500V.2/12A500V.1

WARRANT

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	FOA7-14K049-A	BRKT ASSY-RLY M.		
JOB # 1	1	1J82-9F715-AA	VALVE ASSY-INRU		
				JOB # 1 TOTAL PARTS	0.00
				JOB # 1 TOTAL LABOR & PARTS	0.00

WARRANT
 WARRANT
 0.00

JOB 2 49F0701 OIL OIL/FILTER SERV. HOURS: TECH(S)*FOOD
 CUSTOMER REQUESTS OIL AND FILTER CHANGE
 -427.95
 CHANGE OIL AND FILTER. CHECKED ALL FLUIDS. SET TIRE PRESSURE

10.80

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1	PF1570-20	OIL & FILTER	8.84	8.84
JOB # 2	1	F1A2-6731-BB	FILTER ASSY-OIL	9.12	9.12
JOB # 2	5	5820	OIL	2.60	13.00
				JOB # 2 TOTAL PARTS	17.12
				JOB # 2 TOTAL LABOR & PARTS	27.92

8.84
 9.12
 13.00
 17.12

JOB 3 77F02 ELECTRICAL HOURS: TECH(S)*FOOD
 CUSTOMER STATES ALL SPEAKERS VIBRATE AND CRACKLE, MUST HEARD
 WHEN LISTENING TO TALK RADIO STATIONS
 FOUND BASS TURN TO FULL CAPACITY ON RADIO SETTINGS
 ADJUSTED BASS DOWN TO NORMAL LEVEL FOR STATION LISTENED TO,
 OPERATING AS DESIGNED AT THIS TIME

0.00

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 3 TOTAL PARTS	0.00
				JOB # 3 TOTAL LABOR & PARTS	0.00

0.00
 0.00

COMMENTS
 NICK/DROP

55187

BARUC R HINHEP	1127	2147	07/31/03	FOCS43810
LABOR RATE	PC10196	28459	LT PARTN 60	STOCKS
YEAR / MAKE / MODEL	01/FORD/ESCAPE/XLT 4X4		DELIVERY DATE	REORDER BILLS
VEHICLE NO.	1 F M C U 0 4 1 8 1 K A 7 8 9 8		WARRANTY CENTER NO	PRODUCTION DATE
P.T.S. NO.		P.S. NO.	A.S. DATE	DATE RECEIVED
Company			07/30/03	
				DATE RECEIVED
				NOV 28 2003

MEMPHIS, TN

TOTALS

 * SERVICE HOURS ? AM - 8 PM MON-FRI 8 AM - 1 PM SAT *
 * If you are not completely satisfied with your *
 * service visit please contact us @ (302) 658-7245 *
 * THANK YOU FOR COMING TO UNION PARK *
 * AND ALLOWING US TO SERVE YOU! PLEASE DRIVE SAFELY! *
 * ***** Payment Method *****
 * Cash Credit Card N/C Visa Amex
 * Check Other Pay Method
 * Labor Rates Based on Flat Rate Book Time *
 * Customer Requests Old Parts
 * Customer Does Not Request Old Parts

TOTAL LABOR	19.0
TOTAL PARTS	17.1
TOTAL SUBLET	0.0
TOTAL S.H.O.	0.0
TOTAL MISC CHG.	0.0
TOTAL MISC DISC.	0.0
TOTAL TAX	0.0
TOTAL INVOICE \$	37.9

(CUSTOMER SIGNATURE)

RUDNICK, ADDONIZIO, PAPPA, & COMER, P.C.
25 VILLAGE COURT
HAZLET, NEW JERSEY 07730
(732) 264-4400
ATTORNEYS FOR PLAINTIFF(S).
OUR FILE NO.: L-8385R

MAR 05 2003

FILED

MAR 05 2003

CLERK OF THE SUPERIOR COURT
MONMOUTH COUNTY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO.: MON-L-1100-03

CIVIL ACTION

COMPLAINT AND DEMAND FOR JURY

Plaintiffs,

Vs.

FORD MOTOR COMPANY; FETTE
FORD, INC.; JOHN DOES 1-5 (The names
being fictitious) and ABC CORP 1-5 (The
name being fictitious),

Defendants.

Plaintiffs, SHANNON NOVAK and JOSEPH A. NOVAK, presently residing at 1201 Ocean Avenue, in the Borough of Sea Bright, County of Monmouth and State of New Jersey by way of complaint against defendants say:

FIRST COUNT

1. On or about August 1, 2001, the defendants Ford Motor Company and Fette Ford, Inc., were corporations licensed to do business in the State of New Jersey.
2. On or about August 1, 2001, the Plaintiffs purchased a 2001 Ford Escape truck, bearing vehicle identification number 1FMYU02191KC23507, from the defendant Fette Ford, Inc. which was manufactured by the co-defendant Ford Motor Company.
3. The Retail Installment Sales Contract had an interest rate of 8.9% and the plaintiffs were making payments of \$464.52 per month for 60 months, commencing on August 31, 2001. There was no down-payment on the Retail Installment Sales Contract.

FILED

MAR 05 2003

CLERK OF THE SUPERIOR COURT
BY: [Signature]

ENG2-827.1 8275

4. Subsequent to the purchase, the plaintiffs experienced numerous problems with the vehicle, rendering the vehicle a lemon pursuant to New Jersey Lemon Law because the use, value and safety of the vehicle has been substantially impaired.

5. This resulted in damages to the plaintiffs.

WHEREFORE, plaintiffs demand judgment against the defendants jointly and severally together with interest and costs of suit.

SECOND COUNT

1. Plaintiffs reassert the previous facts as if same were fully set forth herein at length.

2. The vehicle and the condition thereof is in violation of the Magnusson-Moss Warranty Act and the implied and express warranties as contained in the Uniform Commercial Code, resulting in damages to the plaintiffs.

WHEREFORE, the plaintiffs demand judgment against the defendants jointly and severally together with interest and costs of the suit.

THIRD COUNT

1. Plaintiffs reassert the previous facts as if same were fully set forth herein at length.

2. At all times hereinafter, the plaintiffs demanded rescission from both the dealer and the manufacturer which was denied.

WHEREFORE, the plaintiffs demand rescission together with interests and costs of the suit.

JURY DEMAND

Plaintiffs hereby demand a trial by a jury of six (6) jurors as to all issues raised in these pleadings.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of Rule 4:25-4, the Court is advised that JONATHAN RUDNICK, ESQ., is hereby designated trial counsel.

CERTIFICATION

I hereby certify that, pursuant to R. 4:5-1(b)(2), this matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration, nor is any action or arbitration proceeding contemplated.

RUDNICK, ADDONIZIO, PAPPÀ & COMER
Attorneys for Plaintiffs

BY: Jonathan Rudnick /s/
JONATHAN RUDNICK, ESQ.

Dated: March 3, 2003

**CIVIL CASE INFORMATION STATEMENT
(CIS)**

Use for Initial Law Division- Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.

PAYMENT TYPE	GK	CG	CA
CHECK NO.			
AMOUNT:			
OVERPAYMENT:			
BATCH NUMBER:			

ATTORNEY/PRO SE NAME JONATHAN RUDNICK, ESQ.	TELEPHONE NUMBER (732) 264-4400	COUNTY OF VENUE MONMOUTH
FIRM NAME (if applicable) RUDNICK, ADDONIZIO, PAPPÀ & COMER, P.C.		DOCKET NUMBER (When available)
OFFICE ADDRESS 25 Village Court HAZLET, NEW JERSEY 07730		DOCUMENT TYPE (See page 2 for listing) COMPLAINT
		JURY DEMAND XXX YES NO

NAME OF PARTY SHANNON & JOSEPH NOVAK Plaintiffs,	CAPTION NOVAK V. FORD MOTOR COMPANY, ET AL
CASE TYPE NUMBER (SEE PAGE 2 FOR LISTING) 599 CONTRACT	IS THIS A PROFESSIONAL EMPLOYMENT CASE? YES NO N/A IF YOU HAVE CHECKED "YES", USE N.J.S.A. 23:27 AND APPLICABLE CASE LAW TO DETERMINE YOUR OBLIGATION TO FILE AN AFFIDAVIT OF BENEVOLENCE.
RELATED CASES PERSONS YES NO N/A	IF YES, LIST CASE NUMBER
DO YOU ANTICIPATE ARISING ANY FURTHER (ISSUES OUT OF SAME TRANSACTION OR DISPUTE)? YES NO N/A	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN PROGRAMS INSURANCE NONE UNKNOWN

THE FOLLOWING INFORMATION IS SUBJECT TO THE DISCOVERY RULE AND IS NOT TO BE USED FOR DISCOVERY PURPOSES.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

A. DO PARTIES HAVE A CURRENT, PAST OR FUTURE EMPLOYER-EMPLOYEE RELATIONSHIP? YES NO N/A

B. DOES THE STATE REQUIRE THE SAME PROGRAM FOR PAYMENT OF FEES BY THE LOSING PARTY? YES NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT SPECIAL TREATMENT OR ACCELERATED REPORTING.

EXPEDITED

DO YOU OR YOUR CLIENT HAVE ANY NEEDS ANY (ABILITY ACCOMMODATIONS)? YES NO X IF YES, PLEASE EXPLAIN:

WILL AN INTERPRETER BE NEEDED? YES NO X IF YES, FOR WHAT LANGUAGE:

ATTORNEY SIGNATURE *Jonathan Rudnick /s/* March 3, 2003

MONMOUTH COUNTY
SUPERIOR COURT
PJ BOX 1267

FRENCHSD NJ 07728

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 477-4240
COURT HOURS

MAR 19 2003

DATE: MARCH 12, 2003
RE: WELAK ETAL VS FORD MOTOR COMPANY ETAL
DOCKET NO. L-031100 03

THE ABOVE CASE HAS BEEN ASSIGNED TO TRACK 1.

RECOVERY IS 150 DAYS AND BEGINS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE JUDICIAL JUDGE ASSIGNED IS: HON WILLIAM F. BELBY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (732) 477-4245

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEASURES.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:56-2.

ATTENTION:

SHARON WELAK

03004

WJL/AFK

RUDNICK, ADDONIZIO, PAPPA, & COMER, P.C.
25 VILLAGE COURT
HAZLET, NEW JERSEY 07730
(732) 264-4480
ATTORNEYS FOR PLAINTIFFS.
OUR FILE NO.: L-2385-JR

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO.: MON-L-1100-83

Plaintiff(s),

Vs.

FORD MOTOR COMPANY; FETTE FORD,
INC., JOHN DOES 1-5 (The names being
fictitious) and ABC CORP 1-5 (The name
being fictitious),

Defendant(s).

CIVIL ACTION

SUMMONS

From The State of New Jersey

To the Defendant(s) Named Above: FORD MOTOR COMPANY

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this Summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the County Deputy Clerk of the Superior Court in the county listed above within thirty-five (35) days from the date you received this Summons, not counting the date you received it. (The address of each County Deputy Clerk of the Superior Court is provided.) An \$135.00 filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the Monmouth County Deputy Clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

RUDNICK, ADDONIZIO, PAPPA & COMER
A PROFESSIONAL CORPORATION
CORPORATE OFFICE
25 VILLAGE COURT
HAZLET, NEW JERSEY 07730

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Donald F. Phelan /s/
DONALD F. PHELAN Clerk of Superior Court

DATED: March 25, 2003

NAME & ADDRESS OF DEFENDANT TO BE SERVED:

Ford Motor Company
The Corporation Trust Co.
820 Bear Tavern Road
West Trenton, NJ 08628

FEDINICK, ADDONICO, PAPA & COMER

A PROFESSIONAL CORPORATION

COURT REPORTERS & VIDEO

100 WALL STREET

NEW YORK, NY 10038

TEL: 212-369-1111

FAX: 212-369-1112

WWW.FEDINICK.COM

ATLANTIC COUNTY

Lori Mooney, Clerk
Civil Div., Direct Filing
1201 Beacharach Blvd.
First Floor
Atlantic City, NJ 08401
Lawyer Referral:(609)346-3444
Legal Services(609)348-4200

BERGEN COUNTY

Kathleen A. Donovan, Clerk
119 Justice Center
10 Main Street
Hackensack, NJ 07601-7898
Lawyer Referral:(201)488-0044
Legal Services(201)487-2188

BURLINGTON COUNTY

Edward A. Kelly, Jr., Clerk
First Floor, Courts Facility
49 Rancocas Road
Mount Holly, NJ 08060
Lawyer Referral:(609)281-4882
Legal Services(609)281-1088

CAMDEN COUNTY

Michael S. Keating, Clerk
1st Floor, Hall of Records
601 Fifth Street
Camden, NJ 08103
Lawyer Referral:(856)964-4520
Legal Services(856)964-2010

CAPE MAY COUNTY

Angela F. Pulvino, Clerk
(Law Division Filings)
Box DN-208
Cape May Court House, NJ
Lawyer Referral:(909)463-0313
Legal Services(609)463-3001

CUMBERLAND COUNTY

John G. Nardelli, Clerk
Court House, Direct Filing
Broad & Fayette Streets
Bridgeton, NJ 08302
Lawyer Referral:(856) 882-8207
Legal Services(856)451-0003

ESSEX COUNTY

Pat McGarry Drake, Clerk
236 Hall of Records
465 Martin Luther King Blvd.
Newark, NJ 07102
Lawyer Referral:(973)822-7733
Legal Services(973)275-1175

GLOUCESTER COUNTY

Joseph H. Hofman, Clerk
First Floor, Courthouse
1 North Broad Street
P.O. Box 128
Woodbury, NJ 08098
Lawyer Referral:(856)848-4589
Legal Services(856)848-5360

HUDSON COUNTY

Frank E. Rodgers, clerk
Superior Court
Civil Records Department
Brennan Court House
583 Newark Avenue
Jersey City, NJ 07308
Lawyer Referral:(201)768-2727
Legal Services(201)782-6383

HUNTERDON COUNTY

Dorothy K. Tropic, Clerk
Hall of Records
71 Main Street
Flamington, NJ 08822
Lawyer Referral:(908)738-2611
Legal Services(908)782-7979

MERCER COUNTY

Albert E. Driver, Clerk
P.O. Box 8068
209 South Broad Street
Trenton, NJ 08650
Lawyer Referral:(609)585-6200
Legal Services(609)866-8248

MIDDLESEX COUNTY

Herbert P. Lashomb, Clerk,
Courthouse, East Wing
P.O. Box 2633
New Brunswick, NJ 08903-2633
Lawyer Referral:(732)828-0053
Legal Services(732)248-7800

MONMOUTH COUNTY

Jane Clayton, Clerk
P.O. Box 1282
Courthouse, East Wing
Freehold, NJ 07720-1282
Lawyer Referral:(732)431-5544
Legal Services(732)747-7400

MORRIS COUNTY

Allan W. Scarbo, Clerk
CN-900
30 Schuyler Place
Morristown, NJ 07960
Lawyer Referral:(973)267-5882
Legal Services(973)285-8911

OCEAN COUNTY

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Toms River, NJ 08754
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PASSAIC COUNTY

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SALEM COUNTY

John W. Cowman, Clerk
82 Market Street
P.O. Box 18
Salem, NJ 08079
Lawyer Referral:(856)836-5829
Legal Services(856)451-0003

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P.O. Box 3000
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49 High Street
Newton, NJ 07860
Lawyer Referral:(973)287-8882
Legal Services(973)387-7400

UNION COUNTY

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Elizabeth, NJ 07207
Lawyer Referral:(908)353-4715
Legal Services(908)354-4340

WARREN COUNTY

Terrance D. Lee, Clerk
Court House
Belvidere, NJ 07828
Lawyer Referral:(973)287-5882
Legal Services(973)476-2010

RUDNICK, ADDONIZIO, PAPP, & COMER, P.C.
25 VILLAGE COURT
HAZLET, NEW JERSEY 07730
(732) 264-4400
ATTORNEYS FOR PLAINTIFFS.
OUR FILE NO.: L-8385-JR

<p style="text-align: center;">[REDACTED]</p> <p style="text-align: center;">Plaintiff(s),</p> <p style="text-align: center;">Vs.</p> <p>FORD MOTOR COMPANY; FETTE FORD, INC., JOHN DOES 1-5 (The names being fictitious) and ABC CORP 1-5 (The name being fictitious),</p> <p style="text-align: center;">Defendant(s).</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION MONMOUTH COUNTY</p> <p>DOCKET NO.: MON-L-1100-03</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;">SUMMONS</p>
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From The State of New Jersey

To the Defendant(s) Named Above: **FORD MOTOR COMPANY**

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this Summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the County Deputy Clerk of the Superior Court in the county listed above within thirty-five (35) days from the date you received this Summons, not counting the date you received it. (The address of each County Deputy Clerk of the Superior Court is provided.) An \$135.00 filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the Monmouth County Deputy Clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

RUDNICK, ADDONIZIO, PAPP, & COMER
ATTORNEYS AT LAW
25 VILLAGE COURT
HAZLET, NEW JERSEY 07730

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Donald F. Phelan /s/
DONALD F. PHELAN Clerk of Superior Court

DATED: March 25, 2003

NAME & ADDRESS OF DEFENDANT TO BE SERVED:

Ford Motor Company
The Corporation Trust Co.
220 Bear Tavern Road
West Trenton, NJ 08628

ATLANTIC COUNTY

Lori Mooney, Clerk
 Civil Div., Direct Filing
 1201 Bacharach Blvd.
 First Floor
 Atlantic City, NJ 08401
 Lawyer Referral: (609)345-3444
 Legal Services: (609)348-4200

BERGEN COUNTY

Kathleen A. Donovan, Clerk
 119 Justice Center
 10 Main Street
 Hackensack, NJ 07601-7898
 Lawyer Referral: (201)488-0044
 Legal Services: (201)487-2188

BURLINGTON COUNTY

Edward A. Kelly, Jr., Clerk
 First Floor, Courts Facility
 48 Rancocas Road
 Mount Holly, NJ 08060
 Lawyer Referral: (609)261-4862
 Legal Services: (609)261-1088

CAMDEN COUNTY

Michael S. Keating, Clerk
 1st Floor, Hall of Records
 501 Fifth Street
 Camden, NJ 08103
 Lawyer Referral: (856)964-4620
 Legal Services: (856)964-2010

CAPE MAY COUNTY

Angela F. Puvino, Clerk
 (Law Division Filings)
 Box DN-209
 Cape May Court House, NJ
 Lawyer Referral: (609)463-0313
 Legal Services: (609)463-3001

CUMBERLAND COUNTY

John G. Nardelli, Clerk
 Court House, Direct Filing
 Broad & Fayette Streets
 Bridgeton, NJ 08302
 Lawyer Referral: (856) 892-8207
 Legal Services: (856)451-0003

ESSEX COUNTY

Pat McGary Drake, Clerk
 236 Hall of Records
 465 Martin Luther King Blvd.
 Newark, NJ 07102
 Lawyer Referral: (973)622-7753
 Legal Services: (973)275-1175

GLOUCESTER COUNTY

Joseph H. Hoffman, Clerk
 First Floor, Courthouse
 1 North Broad Street
 P.O. Box 129
 Woodbury, NJ 08098
 Lawyer Referral: (856)848-4588
 Legal Services: (856)848-6360

HUDSON COUNTY

Frank E. Rodgers, clerk
 Superior Court
 Civil Records Department
 Brannan Court House
 583 Newark Avenue
 Jersey City, NJ 07306
 Lawyer Referral: (201)798-2727
 Legal Services: (201)792-8383

HUNTERDON COUNTY

Dorothy K. Timpok, Clerk
 Hall of Records
 71 Main Street
 Flemington, NJ 08822
 Lawyer Referral: (908)735-2611
 Legal Services: (908)782-7878

MERCER COUNTY

Albert E. Driver, Clerk
 P.O. Box 8088
 209 South Broad Street
 Trenton, NJ 08650
 Lawyer Referral: (609)895-8200
 Legal Services: (609)895-8248

MIDDLESEX COUNTY

Herbert P. Lashomb, Clerk,
 Courthouse, East Wing
 P.O. Box 2833
 New Brunswick, NJ 08903-2833
 Lawyer Referral: (732)828-0053
 Legal Services: (732)249-7600

MONMOUTH COUNTY

Jane Clayton, Clerk
 P.O. Box 1262
 Courthouse, East Wing
 Freehold, NJ 07720-1262
 Lawyer Referral: (732)431-6544
 Legal Services: (732)747-7400

MORRIS COUNTY

Alfonse W. Scarbo, Clerk
 CN-900
 30 Schuyler Place
 Morristown, NJ 07960
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 Paterson, NJ 07605
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 82 Market Street
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 Salem, NJ 08078
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 Legal Services: (856)451-0003

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OUR FILE NO.: L-8385-JR

<p>[REDACTED]</p> <p style="text-align: center;">Plaintiff(s),</p> <p style="text-align: center;">Vs.</p> <p>FORD MOTOR COMPANY; FETTE FORD, INC., JOHN DOES 1-5 (The names being fictitious) and ABC CORP 1-5 (The name being fictitious),</p> <p style="text-align: center;">Defendant(s).</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION MONMOUTH COUNTY</p> <p>DOCKET NO.: MON-L-1100-03</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;">SUMMONS</p>
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From The State of New Jersey

To the Defendant(s) Named Above: **FORD MOTOR COMPANY**

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ATTORNEYS AT LAW
25 VILLAGE COURT
HAZLET, NEW JERSEY 07730

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Donald F. Phelan /s/
DONALD F. PHELAN Clerk of Superior Court

DATED: March 25, 2003

NAME & ADDRESS OF DEFENDANT TO BE SERVED:

Ford Motor Company
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Legal Services(973)475-2010

GORBERG, GORBERG AND ZUBER

By: DAVID J. GORBERG

Attorney for Plaintiff

Identification No. 53084

1234 Market Street

Suite 2040

Philadelphia, PA 19107

(215) 563-7210

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

LISTED WITH ORDERED COMPANIES IN ARBITRATION HEARING 1091 MARKET STREET, 2ND FLOOR FIVE PENNPLAZER PLAZA TIME: 1 21
DEC 24 2003
YOU MUST STILL COMPLY WITH THE NOTICE BELOW. LISTED TOGARIA DEBE CUMPLIR COM EL JURO PARA DEFENDIENDOSE

[REDACTED]
Philadelphia, PA [REDACTED]

: COURT OF COMMON PLEAS

: PHILADELPHIA COUNTY

vs.

TERM, 2002

FORD MOTOR COMPANY

c/o CT CORPORATION

1515 Market Street

Philadelphia, PA 19103

MAY 2003

000101

: NO.

COMPLAINT

1. Plaintiff, James Onesti, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 3109 S. Juniper Street, Philadelphia, PA 19148.

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.

ATTEST

MAY 05 2003

J. MOODY

BACKGROUND

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

4. On or about July 24, 2001, Plaintiff purchased a new 2001 Ford Escape manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FMYU04161KC22506. 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 \$31,270.32.

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 July 24, 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 powertrain, defective steering/suspension and defective brakes. 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 charges and attorney fees. Amount not in excess of \$50,000.00.

COUNT IV
PENNSYLVANIA UNEAIR 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.

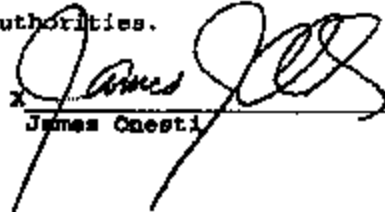
GORBERG AND ZUBER

BY: 

DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.


x _____
James Cuesti

Date:

4/31/02

PACIFIC FORD

6701 ESSINGTON AVENUE
 PHILADELPHIA, PA 19153
 (215) 492-1700
 www.pacificcars.com

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

REPAIR 1	PROGRAM CODE(S)	REPAIR 2	APPROVAL CODE OR NO.	COMMITMENT CODE

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE #25776

PHILADELPHIA PA

QUESTI, JAMES
 3109 S JUNIPER ST
 PHILADELPHIA PA 19140
 HOME: (215) 800-9217 WORK: (215) 800-9217

FOR OFFICE USE

VEHICLE INFORMATION

IGN 9379 ADV: 957 D'ALTERED INVOICE: QUOTE WRR C H VT
 TAX RULES: YG3NN INVOICED: 10/12/2001 11:21:24
 ODOMETER IN: 8402 DIST: INT
 YES BEGIN: 10/12/01 TIME: 10/12/01

VIN 1TMYD1161K222506 LICENSE NUMBER: PA 1
 BY FORD ESCAPE 4DR SPTUTY
 DATES INVOICE: 072401 PRODUCTION: 061501

*** QUOTE AFTER FINAL BILL ***

CONCERN 51 COST STATES CA ONLY GETTING RNDP
 CAUSE NO PROBLEM
 CORRECTION REC - (QUICK TEST) - DIAGNOSIS
 51-1 EXTRA TIME TO REPEAT FINAL QUICK TEST
 FACTORY TECH: 153 - GLOSS, LESTER J.

OPERATION	TECH	HOURS	AMOUNT
126500	153	.2	13.68
12650001	153	.1	6.84

TYPE: #

*CITY 19
 MAY 25*

----- SUBTOTAL -----

LAD-MECHANICAL	20.52
TOTAL CHARGE FOR CONCERN	20.52

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE #25776

LAD-MECHANICAL	20.52
TOTAL CHARGE	20.52

PAYMENT DISTRIBUTION FOR INVOICE #25776

TOTAL CHARGE	20.52
FAC WARRANTY	20.52

WARRANTY: 63.40

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 CUB - CUSTOMERPAY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE STEPHEN P. D'ALTERIO
 PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
 MILES...WHICHEVER COMES FIRST, UNLESS NOTED.
 REPRINTED 1 TIMES

Ch 277

MUG PAGE 1
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 RECEIPT OF THE
 PARTS AND LABOR
 LISTED BELOW X

PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] PHILADELPHIA PA [REDACTED]
 DRIVER/OWNER INFORMATION — INVOICE: C25776
 ONEYI, JAMES
 3109 S JUNIPER ST
 PHILADELPHIA PA 19148
 HOME: (215) 890-9217 WORK: (215) 600-9217

FOR OFFICE USE
 TAG: 9309 ADM: 957 D'ALTERIO INVOICE: PRELIM CUS C W VT
 TAX RULES: Y111N INVOICED: 10/12/2001 10:17:18
 ODOMETER IN: 6402 DIST: FMT
 DATES: BEGN: 10/12/01 DONE: 10/12/01
 VIN 1F7VU49161K022506 LICENSE NUMBER: PA 1
 01 FORD ESCAPE 4DR 3PTUTY
 DATES INSERVICE: 072401 PRODUCTION: 061501

CONCERN 03 CHANGE OIL & FILTER AND LUBE CHASSIS-CHECK ALL FLUID LEVELS OPERATION TECH HOURS AMOUNT
 CORRECTION PERFORM OIL AND FILTER CHANGE LUBRICATE CHASSIS-FLUIDS ARE O.K. LOF 153 .9 + 7.90

- INCLUDES THE FOLLOWING:
 -CHECK & FILL: WINDOW WASHER FLUID, COOLANT RECOVERY RESERVOIR FLUID-BRONZE FLUID, POWER STEERING FLUID, TRANSMISSION FLUID
 -CHECK & ADJUST AIR PRESSURE IN TIRES
 -INCLUDES UP TO 5 QTS OF OIL ADDITIONAL QTS COST \$1.50
 -ALL FOREIGN CARS & DIESEL TRUCKS EXTRA

PART NUMBER	QTY	NOTE	DESCRIPTION	SELL	AMOUNT
FMC KITFL020S	10		OIL & 5 QTS. OIL	12.00	12.00
FMC FL 820 S	1		FILTER AS	44	44
FMC 20 5W30 QSP	5		MOTOR OIL	44	44
FMC 20 5W30 QSP	10		MOTOR OIL	1.50	1.50

FACTORY TECH: 153 - GLOSS, LESTER J.

SUBTOTAL
 PARTS 14.30
 LAB-MECHANICAL 7.90
 TOTAL CHARGE FOR CONCERN 22.20

TYPE: C LINE FLAG: 11A2
 CONCERN 09 ROTATE TIRES
 CORRECTION ROTATE TIRES
 FACTORY TECH: 153 - GLOSS, LESTER J.

OPERATION TECH HOURS AMOUNT
 RTT 153 .9 + 15.95

SUBTOTAL
 LAB-MECHANICAL 15.95
 TOTAL CHARGE FOR CONCERN 15.95

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OCT. 12
2001

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LISTED BELOW X

PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO

DRIVER/OWNER INFORMATION - INVOICE: C25776

ONESTI, JAMES

VEHICLE INFORMATION

FOR OFFICE USE

93-1
TAG# 9577 ADV# 957 D'ALTERIO INVOICED# 10/12/2001 10:17:13 VI 01 ESCAPE

LICENSE NUMBER: PA 1

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C25776

PARTS 14.90
LAB-MECHANICAL 23.85
SUB-TOTAL 38.15
TAX 2.67
TOTAL CHARGE 40.82

PAYMENT DISTRIBUTION FOR INVOICE C25776

TOTAL CHARGE 40.82

CASH DUE 40.82

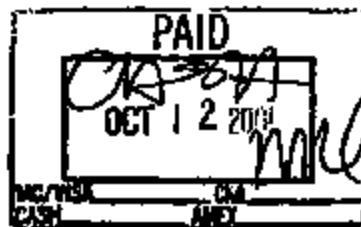
LAB RATE# 72.00- 82.00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

WAD - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE STEPHEN P. D'ALTERIO

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10-12-01

10:57

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Nov. 7. 2001

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E-mail address: dealersone@msn.com

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INVOICE NO.	CUSTOMER PARTICIPATION	DEALER PARTICIPATION	NET TOTAL

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ACKNOWLEDGE RECEIPT OF THE PARTS AND LISTED BELOW

X *[Signature]*

INVOICE TO

DRIVER/OWNER INFORMATION - INVOICE: M87945

ONESTI, JAMES J
1317 MADRIDE BLVD
MOOREHEAD, PA 19004
PHONE: (215) 467-4839

MOBILE: (215) 467-4839

VEHICLE INFORMATION

VIN 1FMYU0A16J022596 LICENSE NUMBER: PA ECY3541
01 FORD ESCAPE XLT 4DR 4DR SPORTY ED
STOCK# M822596
DATES IN SERVICE: 072401 PRODUCTION: 061501 SOLD: 072401

MODEL: 2001 FORD ESCAPE XLT
YEAR: 2001
MAKE: FORD
MODEL: ESCAPE
TRIM: XLT
COLOR: BLACK
MILEAGE: 143
VIN: 1FMYU0A16J022596
LICENSE: PA ECY3541
DATE: 11/07/2001
TIME: 17:19:03
MILEAGE IN: 7500
MILEAGE OUT: 7695
MILEAGE DIFF: 195
MILEAGE UNIT: M
MILEAGE TYPE: M
MILEAGE SOURCE: M

DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
CURR 51 COST STATES PLAN FUEL ECONOMY 9-10 MPH	126580	047	.2	
CAUSE FUEL ECONOMY TESTS				
COMPLETION TEST - MONITOR TESTS - DIAGNOSTIC				
51-1 MSB REORDER / MONITOR ROAD TEST - DIAGNOSTIC	12658001	047	.5	
51-2 MSB SIGNAL SIMULATION - TEST	12658002	047	.3	
51-3 PCM REPROGRAMMING - TEST	12658004	047	.2	
51-4 TIME TO PERFORM EXTENDED ROADTESTS WHILE MONITORING FUEL CONSUMPTI	MT126580	047	.8	

TECH NOTES
AVERAGE FUEL ECONOMY PER COMPUTER WAS 28.1 WHEN FIGURED BY HAND
CAME OUT TO 29.6 FOR ENTIRE TEST VEHICLE WAS DRIVEN 74.8 MILES AND
USED 2.5 GALS OF GAS THAT WAS DOCUMENTED BY TECH

PART NUMBER	QTY	NOTE	DESCRIPTION	SELL
FAC FUEL	023939			
FAC FILLUP	023963			
TECH: 047 - LEANER, M87945				
FRIL CODE : D35	COND CODE : 42			
FP-126658	LINE AUTH: KI 110701 16:38			
51-4 FRIL CODE : D35	COND CODE : 42			
FP-126658				

PAYMENT DISTRIBUTION FOR INVOICE M87945

LSD RATE: 7.88

FOR YOUR CONVIENCE WE ARE NOW OPEN SATURDAYS FROM 8AM TO 1PM FOR LITE
AND EMERGENCY REPAIRS. CALL NOW FOR AN APPOINTMENT. THANK YOU

PAGE 1
LAST PAGE

EA02-027.1 0321

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E-mail address: dealersone@msn.com

WEB SITE: www.pacificocars.com

REPAIR NO.	CUSTOMER INFORMATION	DEALER INFORMATION	REPAIR TOTAL

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I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

[Signature]

DATE: _____

THIS FORM PRINTED BY PEARSON/DAVIDSON. RECYCLE PLEASE.

FORM 125

INVOICE TO		DRIVER/OWNER INFORMATION — INVOICE: C07045	
DINEEN, JAMES J 1317 MCARDIE BLVD MOORE, PA 19094 HOME: (215) 467-4839 WORK: (215) 467-4839		DINEEN, JAMES J 1317 MCARDIE BLVD MOORE, PA 19094 HOME: (215) 467-4839 WORK: (215) 467-4839	
FOR OFFICE USE		VEHICLE INFORMATION	
VIN: 1F7YU14161K022586		LICENSE NUMBER: PA E2V3941	
M-B: 254901 141 RULES: YY1M INVOICED: 11/07/2001 17:19:03		01 FORD ESCAPE 4LT 4DR OPTUTY RES	
ODOMETER IN: 7990 OUT: 7690 DIST: FMT		STOCK# 0602586	
BEGIN: 11/05/01 DONE: 11/07/01		DATES IN SERVICE: 072401 PRODUCTION: 061501 SOLD: 072401	

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
SERVICE LAMER		LAMER	100	.93	.00
CORRECTION					
COMMENT					
PART NUMBER	PO# NOTE DESCRIPTION	QTY		SELL	
	023937 LAMER	1		75.00	75.00
FNC LAMER	023937	10		75.00	75.00
FACTORY	TECH: 100 - DEFAULT				

SUBTOTAL	
SUBLET REPAIRS	150.00
25% CHARGE TO	77.50
TOTAL CHARGE FOR CONCERN	.00

SUMMARY OF CHARGES FOR INVOICE C07045		PAYMENT DISTRIBUTION FOR INVOICE C07045	
SUBLET REPAIRS	150.00	CASH Pmt	.00
25% CHARGE TO	77.50	TOTAL CHARGE	.00
TOTAL CHARGE	.00		

LAB RATE: 71.00
 ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 WAR - WARRANTY
 FOR YOUR CONVENIENCE WE ARE NOW OPEN SATURDAYS FROM 8AM TO 1PM FOR LITE
 AND EMERGENCY REPAIRS. CALL NOW FOR AN APPOINTMENT. THANK YOU

PAGE 1
 LAST PAGE

availability of parts or delays in repair...
 your employees...
 for the purpose of...
 there the amount of repairs...

PLEASE PRESENT THIS BLUE SLIP...
 WHEN CALLING FOR YOUR VEHICLE.
 THANK YOU!

50/

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	

OR 4,000 MILES.
 THIS COPY MUST BE RETURNED FOR ADJUSTMENT.

Tapes, Tachometers, Extra Speakers, Tape Players or Radios and Personal Articles MUST be removed before the car is left for service. We are not responsible for these items.

PARTS DISPOSAL: DISCARD RETURN

TERMS: CASH CREDIT CARD

INSTRUCTIONS ON WORK TO BE DONE

51+ PAY TYPE: W
 CLST STATES POOR FUEL ECONOMY 9-10 MPH

52 PAY TYPE: C
 SERVICE LOANER

NO CORRECTIVE MEASURES

Average from mileage to fall

Mileage 7755 was 30.1 mpg on company

from normal best 10.15 28.6

Mileage out 7093

Mileage in 7700

Mileage out 7730

Mileage in 7754

clt 7755

IN 7805

clt 7805

IN 7829

TRIP out 11.1
 TRIP IN 19.4
 TRIP out 12.5
 TRIP IN 16.4
 clt 6.7
 IN 11.0
 clt 11.0
 IN 14.1

23937

MICRO REFERENCE NUMBER

PROGRAM CODE APPROVAL CODE OR NO. / COMMITMENT CODE

DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT

DATE AND MILEAGE AT TIME OF VEHICLE RELEASE

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

DATE INSTALLED

RD B7045 *TAG 3871* LIC PA ECV3941 SVC ADV: 143 KEVIN IRWIN
 ONESTI, JAMES J 01 **VIN: 1FMYU0416 1KC22506**
 1317 MACDADE BLVD FORD ESCAPE COL CD: RED
 WOODLYN 4DR SPTUTY LICENSE: PA ECV3941 RED TRUCK
 PA 19094 MFG CODE: 25P001 SVC DLR: 125P00 SLM: 125
 STOCK NUMBER: 0EA22506
 IN-SVC: 072401 SOLD: 072401 PROD: 061501
 ODOMETER: CURRENT: 7690
 AVG PER DAY: PER MONTH: 7690

HOME: (215) 467-4039
 WORK: (215) 467-4039
 MAIL: Y
 DIST CODE: FMT
 EXTENDED SVC PLAN: TYPE: EXTRACAR NUMBER: 22506 DEDUCTIBLE: 50.00
 IN FORCE: Y MONTHS: 60 MILEAGE: 75046 EXPIRES: 072406
 11/05/01 09:03:04
 255 NOTE: FIRST VISIT
 PROMISED DATE: 11/05/01 TIME: 2100

0002-027.1 0323

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REPAIR 1	REPAIR 2	REPAIR 3				
INVOICE TO			DRIVER/OWNER INFORMATION — INVOICE: C37924			
PHILADELPHIA PA			ONESTI, JAMES 3409 S JUNIPER ST PHILADELPHIA PA 19140 HOME: (215) 800-9217 WORK: (215) 763-7779			
FOR OFFICE USE			VEHICLE INFORMATION			
TAG: 2340	ADMI 392 PAINT, JOB INVOICE: FLETH CUB C AP	TAX RULES: YY1NN INVOICE: 01/06/2002 12:52:11	VIN 1FMYD04161KC22506	LICENSE NUMBER: PA 1		
ODOMETER IN: 16175	DATE: 04/06/02	DIST: 170	DATE: 077401	PRODUCTION: 061501		
CONCERN 00	CHANGE OIL & FILTER AND LUBE CHASSIS-CHECK ALL FLUID LEVELS	OPERATION	TECH HOURS	AMOUNT		
CORRECTION	PERFORM OIL AND FILTER CHANGE LUBRICATE CHASSIS FLUIDS AND O.I.R. INCLUDES THE FOLLOWING: - CHECK & FILL: WINDOW WASHER FLUID, COOLANT, POWER STEERING FLUID, BRAKE FLUID, POWER STEERING FLUID, TRANSMISSION FLUID - CHECK & ADJUST AIR PRESSURE IN TIRES - INCLUDES UP TO 5 QTS OF OIL. ADDITIONAL QTS COST \$1.50 - ALL FOREIGN CARS & DIESEL TRUCKS EXTRA	LOF	415 .3	7.90		
PART NUMBER	QTY	NOTE	DESCRIPTION	ATY	SELL	
FMC KIT#3208			OIL & 5 QTS. OIL	18	12.00	12.00
FMC FL 020 8			FILTER AS	1	FF	FF
FMC X0 5H30 03P			MOTOR OIL	5	FF	FF
FACTORY	TECH 415 - GURCIK, JEFFREY		SUBTOTAL			
TYPE: C			PARTS		12.00	
LINE FLAGS: NAZ			INSTANEOUS WASTE CIG		1.25	
			LAB-MECHANICAL		7.90	
			TOTAL CHARGE FOR CONCERN		21.95	
CONCERN 09	ROTATE TIRES	OPERATION	TECH HOURS	AMOUNT		
CORRECTION	ROTATE TIRES	LOF	415 .4	15.95		
FACTORY	TECH: 415 - GURCIK, JEFFREY		SUBTOTAL			
TYPE: C			LAB-MECHANICAL		15.95	
			TOTAL CHARGE FOR CONCERN		15.95	
CONCERN 51	CUST SITING CHECK FOR E BRAKE RELEASE DUTY INOP	OPERATION	TECH HOURS	AMOUNT		

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April 6
2002

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REPAIR 1	PROGRAM CODE(S)	REPAIR 2	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE

INVOICE TO: [REDACTED] (PHONE/CARRIER INFORMATION) -- INVOICE: C37820

FOR OFFICE USE

VEHICLE INFORMATION

TAG# 2340 ADV: 392 INNH, JO INVOICED: 04/06/2002 12:32:11 AP 01 ESCAPE

LICENSE NUMBER: PA 1

CORRECTION PARTS HAVE BEEN SPECIAL ORDERED
FACTORY TECH 415 - GURCIK, JEFFREY

SO 415 .00 .00

TYPE: C

SUBTOTAL
TOTAL CHARGE FOR CONCERN .00

CONCERN 52 CUST STATES CHECK FOR WASHER NOZZLE IN REAR FALLS OFF
CORRECTION PARTS HAVE BEEN SPECIAL ORDERED
FACTORY TECH: 415 - GURCIK, JEFFREY

OPERATION TECH HOURS AMOUNT
SO 415 .00 .00

TYPE: C

SUBTOTAL
TOTAL CHARGE FOR CONCERN .00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C37820

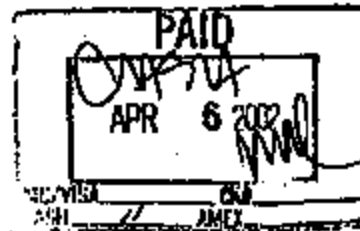
PARTS	12.80
HAZARDOUS WASTE CHG	1.25
SERVICE-HISTORY ADM	.15
LAB-MECHANICAL	29.65
SUB-TOTAL	30.65
TAX	2.57
TOTAL CHARGE	40.62

PAYMENT DISTRIBUTION FOR INVOICE C37820

TOTAL CHARGE 40.62
CASH DUE 40.62

LAB RATE: 72.00 - 32.00

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JOSEPH J. RANI
PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
MILES...WHICHEVER COMES FIRST, UNLESS NOTED.



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LISTED BELOW X

PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] PHILADELPHIA PA [REDACTED]

DELIVER/OAER INFORMATION -- INVOICE #41043
ONCSTI, JAMES
3109 S JUNIPER ST
PHILADELPHIA PA 19146
HOME: (215) 890-9217 WORK: (215) 783-7779

FOR OFFICE USE: TAG# 6701 ADV: 450 BAIN, FOR INVOICE: PRELIM MAR C W QU VIN 1FMYU041610C22306 LICENSE NUMBER: PA 1
TRA RULES: PYSMA INVOICE# 05/22/2002 14:21:31 01 FORD ESCAPE XLT 4WD 4DR SP1017
COMPLAINT IN: 18901 DIST: JFA DATES: IN SERVICE: 07/24/01 PRODUCTION: 061501
L# [REDACTED] BEGIN: 05/21/02 WORK: 05/22/02

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
51	CUST STATES NOISE UNDERHOOD WHEN DRIVING OVER BUMPS	5806A	004	.3	20.52
CAUSE	LOOSE				
CORRECTION	KIT - STABILIZER END - FRONT - REPLACE				
	PART NUMBER: FMC YL62 58403 AA	QTY	SELL		
	PARTS COUNT: 1	1	10.36		10.36
FACTORY	TECH 034 - HALLAHAN, DAVID	CERT# DAVE H			
SUBTOTAL					
PARTS					14.50
LAB MECHANICAL					20.52
TOTAL CHARGE FOR CONCERN					35.02

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
52	CUST STATES EMERGENCY BRAKE BUTTON IN?	102760	004	1.0	68.40
CAUSE	OUT OF POSITION				
CORRECTION	RE-POSITION E BRAKE				
FACTORY	TECH 034 - HALLAHAN, DAVID	CERT# DAVE H			
SUBTOTAL					
LAB-MECHANICAL					68.40
TOTAL CHARGE FOR CONCERN					68.40

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
53	CUST STATES CHECK FOR BRAKE LIGHT OUT	19665A	001	.4	27.36
CAUSE	OPEN				
CORRECTION	BULBS EXTERIOR -- REPLACE				
	PART NUMBER: FMC F402 13466 A	QTY	SELL		
	PARTS COUNT: 1	1	.99		.99
FACTORY	TECH 034 - HALLAHAN, DAVID	CERT# DAVE H			

TO REQUEST FORMS OR SUPPLIES CALL 1-800-850-8500

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PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: W41068
 ONESTI, JAMES
 FOR OFFICE USE VEHICLE INFORMATION
 TRK: 6701 ADV: 450 (PAID, IN) INVOICED: 05/22/2002 14:21:24 GJ 01 ESCAPE LICENSE NUMBER: PA 1

SUBTOTAL	
PARTS	1.39
LAB-MECHANICAL	27.36
TOTAL CHARGE FOR CONCERN	28.75

GROSS TOTALS		PAYMENT DISTRIBUTION FOR INVOICE W41068	
COPY OF CHARGES FOR INVOICE W41068		TOTAL CHARGE	132.17
SALES	15.89	FAC WARRANTY	132.17
LAB-MECHANICAL	116.28		
TOTAL CHARGE	132.17		

LOAD RATE: 68.40 - 68.40
 ATTENTION: THE FOLLOWING INVOICES ALSO EXIST:
 CUS - CUSTOMER PAY
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE FRONT DESK!
 PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
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PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] PHILADELPHIA PA [REDACTED]
 DRIVER/OWNER INFORMATION -- INVOICE# 041060
 PHILADELPHIA PA [REDACTED]

VEHICLE INFORMATION
 TR0: 6701 ADV: 450 PAINT, ROD INVOICE# PRELIM CUS C W GJ VIN: 1FMYU0161K22504 LICENSE NUMBER: PA 1
 TAX RULES: YY10N INVOICED: 05/22/2002 1412134 01 FORD ESCAPE XLT AND 4DR STUTY
 METER IN: 10501 DIST: 1FA DATES IN SERVICE: 072401 PRODUCTION: 061301
 LS BEGIN: 05/21/02 DONE: 05/22/02

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
03	CHANGE OIL & FILTER AND LUBE CHASSIS-CHECK ALL FLUID LEVELS	LOF	034	.3	7.90
CONNECTION	PERFORM OIL AND FILTER CHANGE LUBRICATE CHASSIS-FLUIDS ARE O.K. INCLUDES THE FOLLOWING: -CHECK & FILL: WINDOW WASHER FLUID, COOLANT RECOVERY RESERVOIR FLUID, BRAKE FLUID, POWER STEERING FLUID, TRANSMISSION FLUID -CHECK & ADJUST AIR PRESSURE IN TIRES -INCLUDES UP TO 5 QTS OF OIL. ADDITIONAL QTS COST \$1.50 -ALL FOREIGN CARS & DIESEL TRUCKS EXTRA				
PART NUMBER	QTY	NOTE	DESCRIPTION	SELL	AMOUNT
FMC KITFLD203	10		OIL & 5 QTS. OIL	12.80	12.80
FMC FL 820 S	1		FILTER AS	11	11
FMC 10 5W30 05P	5		MOTOR OIL	11	11

FACTORY	TECH: 034 - HALLAM, DAVID				
SUBTOTAL					
PARTS					12.80
HAZARDOUS WASTE CHG					1.25
LAB-MECHANICAL					7.90
TOTAL CHARGE FOR CONCERN					21.95
TYPE: C LINE FLAGS: 1R2					

SUMMARY OF CHARGES FOR INVOICE 041060

PARTS	12.80
HAZARDOUS WASTE CHG	1.25
SERVICE-HISTORY ADM	.15
LAB-MECHANICAL	7.90
SUBTOTAL	22.10
TAX	1.45
TOTAL CHARGE	23.55

GRAND TOTALS
 RAID
 MAY 22 2002

PAYMENT DISTRIBUTION FOR INVOICE 041060

TOTAL CHARGE	23.55
CASH DUE	23.55

Callahan

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 LISTED BELOW

PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO

VEHICLE INFORMATION -- INVOICE# C41060

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 6701 ADV 450 PART, NO INVOICED: 05/22/2002 14:21:34 GJ 01 ESCAPE

LICENSE NUMBER: M 1

LAD RATE: 72.00- 82.00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 WFR - WARRANTY

IF YOU HAVE ANY QUESTIONS -- PLEASE SEE ROBERT RANKI
 PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
 MILES...WHICHEVER COMES FIRST, UNLESS NOTED.

PAGE 2
 LAST PAGE

Crash

Crash

Pacifico

Aug. 17. 2002 **F O R D**

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Walter L. M.
WAT

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PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		
INVOICE TO: [REDACTED]			CUSTOMER INFORMATION: INVOICE C47065	
VEHICLE INFORMATION			VEHICLE INFORMATION	
YEAR MAKE AND 4WD TYPE TO BE REPAIRED: 00/177/2002 10/09/13 W 01 ESCAPE			LICENSE NUMBER: PA 1	
TIRE NOT BEINGING PROPERLY MOUNTED			RT	062 .48 15.95
CONNECTION	ROTATE TIRES			
FACTORY	TLCH 062 - 0110, STAR			
TYPE: C			SUBTOTAL	
			LAB MECHANICAL	15.95
			TOTAL CHARGE FOR CONCERN	15.95
CONCERN SE	CUSTOMER CHECKS PREVIOUS STEPS FRONT TIRE ALIGNMENT WEAR?		OPERATION	TECH HOURS AMOUNT
CONNECTION	NO CHANGE		NO	062 .00 .00
SUPPLY	SET TIRE PRESSURE			
FACTORY	TLCH 062 - 0110, STAR			
TYPE: C			SUBTOTAL	
			TOTAL CHARGE FOR CONCERN	.00
CONCERN SE	CUSTOMER CHECKS DOES CAR NEED ALIGNMENT?		OPERATION	TECH HOURS AMOUNT
CONNECTION	NO PROBLEM FOUND		NO	062 .00 .00
FACTORY	TLCH 062 - 0110, STAR			
TYPE: C			SUBTOTAL	
			TOTAL CHARGE FOR CONCERN	.00
SUMMARY OF CHARGES FOR INVOICE C47065			PAYMENT DISTRIBUTION FOR INVOICE C47065	
PARTS	15.95		TOTAL CHARGE	42.22
STANDARD WASTE CHG	1.25			
SERVICE FACTORY AIR	.15		CASH DUE	42.22
LAB MECHANICAL	25.15			
SUB-TOTAL	39.55			
TAX	2.67			
TOTAL CHARGE	42.22			
AD PAYER	72.00 US2.00			
YOU HAVE ANY QUESTIONS - PLEASE CALL INQUIRY DEPT				
PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000				
MILES... UNLESS OTHERWISE NOTED.				

PAID
AUG 17, 2002
[Signature]

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REPAIR 1	REPAIR 2	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE

INVOICE TO: _____ CUSTOMER INFORMATION -- INVOICE: 4792

MAKE/MAKE/TYPE: _____ VIN: _____
 MODEL: _____ YEAR: _____

DATE OF FILE: _____ VEHICLE INFORMATION
 MAKE: FORD MODEL: FORD TRUCK PART IN USE: 6 VIN: 1FTYU0413JDC22006 LICENSE NUMBER: PA 1
 TAX: 10% YTD INVOICE: 02/17/2002 10:09:43 OIL FREQ: 15000 MI. LUBE: 15000 MI. AIR FILTER: 15000 MI.
 MAKE: FORD MODEL: FORD TRUCK PART IN USE: 6 VIN: 1FTYU0413JDC22006 LICENSE NUMBER: PA 1
 DATE: 02/17/02 MAKE: FORD MODEL: FORD TRUCK PART IN USE: 6 VIN: 1FTYU0413JDC22006 LICENSE NUMBER: PA 1

WORKER: 25 CHANGE OIL & FILTER AND LUBE TYPING CHECK ALL FLUID LEVELS OPERATION TECH HOURS AMOUNT
 CONNECTION TYPING OIL AND FILTER CHANGE LUBRICATE CHECKS-FLUIDS AND O.R. LUB 062 .3 7.9

- INCLUDES THE FOLLOWING:
- CHECK & FILL WINDSHIELD WASH FLUID, DEFROST FLUID, POWER STEERING FLUID, BRAKE FLUID, TRANSMISSION FLUID, COMPRESSION FLUID
 - CHECK & ADJUST AIR PRESSURE IN TIRES
 - INCLUDES UP TO 5 GALS OF OIL ADDITIONAL WKS COST \$1.50
 - ALL FLUIDS OILS & OILSAL TYPING EXTRA

ITEM NUMBER	QTY	DESCR	UNIT	SELL	AMOUNT
001 1500	10	OIL & 3 QTS. OIL	10	12.00	12.00
002 1500	1	FILTER AS	1	1.50	1.50
003 1500	5	WASH FLUID	5	1.50	7.50
004 1500	10	DEFROST FLUID	10	1.50	15.00

TOTAL: 23.45
 PARTS: 14.30
 HAZARDOUS WASTE OIL: 1.25
 LAB-REPAIRMAN: 7.90
 TOTAL CHARGE FOR CONCERN: 23.45

WORKER: 26 OIL FREQ OIL FREQ INSPECTION OPERATION TECH HOURS AMOUNT
 CONNECTION TYPING OIL FREQ OIL FREQ INSPECTION LUB 062 .0 .00
 MAKE: FORD MODEL: FORD TRUCK PART IN USE: 6 VIN: 1FTYU0413JDC22006 LICENSE NUMBER: PA 1

TOTAL CHARGE FOR CONCERN: .00

WORKER: 27 TOTAL TYPING OPERATION TECH HOURS AMOUNT
 CONNECTION TYPING OIL FREQ OIL FREQ INSPECTION LUB 062 .0 .00

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REPAIR 1	PROGRAM CODE(S)	REPAIR 2	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE	
INVOICE TO: [REDACTED]						
[REDACTED] PHILADELPHIA PA [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]						
FOR OFFICE USE: [REDACTED] VEHICLE INFORMATION: [REDACTED]						
TAG: 9147 ADVI 142 ALTIMAR INVOICE# [REDACTED] PRELIM CUS C W SN VIN 1FMYDM161AC22506 LICENSE NUMBER: PA 1						
TAX RULES: YY1MM INVOICE# 11/30/2002 12:14:54 01 FORD ESCAPE ALT 4WD 4DR SPTUTY						
ODOMETER IN: 20235 DIST: 1FA DATES IN SERVICE: 072401 PRODUCTION: 061501						
DATES BEGIN: 11/30/02 DONE: 11/30/02						
CONCERN 26	REPLACE WIPER BLADES	FRONT BLADES ONLY 1 PAIR		OPERATION	TECH HOURS	AMOUNT
CORRECTION	REPLACE WIPER BLADES			WOC	104 .1 #	5.95
	PART NUMBER	PN#	NOTE	QTY	CELL	
	FWC MW 1915		OLD AGY-W	2	10.95	21.90
FACTORY	TECH: 104	ELLIS,REGINALD				
SUBTOTAL						
PARTS						21.90
LAB MECHANICAL						5.95
TOTAL CHARGE FOR CONCERN						27.85
TYPE: C						
CONCERN 27	ROTATE TIRES			OPERATION	TECH HOURS	AMOUNT
CORRECTION	ROTATE TIRES			RTT	104 .4 #	15.95
FACTORY	TECH: 104	ELLIS,REGINALD				
SUBTOTAL						
LAB MECHANICAL						15.95
TOTAL CHARGE FOR CONCERN						15.95
TYPE: C						
CONCERN 52	CUST STATES TRACK BUMBLE AND SHAKES WHEN IN 4X4 AND IN REVERSE			OPERATION	TECH HOURS	AMOUNT
CORRECTION	NO PROBLEM FOUND				104 .0	.00
FACTORY	TECH: 104	ELLIS,REGINALD				
SUBTOTAL						
TOTAL CHARGE FOR CONCERN						.00
TYPE: C						
NORMAL OPERATION						
CONCERN 53	CUST STATES BRAKES SQUEALING/GRINDING NOISE			OPERATION	TECH HOURS	AMOUNT
CORRECTION	CHECK ALL BRAKES, 6/32. CLEAN & ADJUST ALKMS			PN	104 .5 #	22.95
FACTORY	TECH 104	ELLIS,REGINALD				
SUBTOTAL						

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PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] PHILADELPHIA PA [REDACTED]
DRIVER/OWNER INFORMATION: [REDACTED] PHILADELPHIA PA [REDACTED]
INVOICE: W55306

FOR OFFICE USE: TAG: 9147 ADR: 142 ALTERR, INVOICE: PRELIM WAR C M DM VIN: 1P1RUD4141K022506 LICENSE NUMBER: PA 1
TAX RULES: Y33N INVOICED: 11/30/2002 12:14:54 01 FDR ESCAPE ZLY 4WD ADR STUTY
MILEAGE IN: 20236 DIST: LPA DATES IN SERVICE: 07/21/01 PRODUCTION 061501
DATES BEGIN: 11/30/02 DONE: 11/30/02

CONCERN	DIAGNOSIS	OPERATION	TECH HOURS	AMOUNT
51-1	CUST STATES STALLS OUT	126500	104 .2	14.5
51-2	EEC (BENCH TEST) - DIAGNOSIS	126500	104 .1	7.0
51-3	EXTER TIRE TO REPEAT FINAL BENCH TEST	126500	104 .1	7.0
51-4	VALVE ASSEMBLY IDLE AIR CONTROL (IAC) - REPLACE	126500	104 .5	36.0
	RECUISOR/MONITOR ROAD TEST - DIAGNOSIS	126500	104 .2	14.0
	PCN REPROGRAMMING - TEST			

PART NUMBER	QTY	NOTE	DESCRIPTION	UNIT	SELL	AMOUNT
FAC Y612 77715 RA	1		VALVE ASY		31.82	31.82
PARTS COUNT			ALLOWANCE:			12.73
FACTORY TECH 104 - ELLYS, REGINALD			CERT: REGO1 E			
			LINE AUTH: DM 113002 12:11			
			LINE AUTH: DM 113002 12:11			
			LINE AUTH: DM 113002 12:11			
			LINE AUTH: DM 113002 12:11			

SUBTOTAL	
PRNTS	44
LAD MECHANICAL	75
TOTAL CHARGE FOR CONCERN	124
PAYMENT REGISTRATION FOR INVOICE W55306	
TOTAL CHARGE	12
FAC WARRANTY	12

TYPE: N
SUMMARY OF CHARGES FOR INVOICE W55306
PRNTS 44.55
LAD MECHANICAL 79.87
TOTAL CHARGE 124.42

LAD DATE: 03-40 - 60-40
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

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REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION: [REDACTED] INVOICE # MS5364

FOR OFFICE USE: TAG# 9147 AVE# 142 ALTIMAR, INVOICE# 11/30/2002 12:14:54 PM 01 ESCAPE VEHICLE INFORMATION: LICENSE NUMBER: PA 1

OUR CUSTOMER:
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARK J. ALTIMAR
PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
MILES...WHICHEVER COMES FIRST, UNLESS NOTED.

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LAST PAGE

Cost
13

ON LINE SERVICE INVOICES BY [REDACTED]

Nov. 30,
2002

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REPAIR 1	PROGRAM CODE(S)	REPAIR 2	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE

INVOICE TO: [REDACTED] OR OFFICE USE
 INVOICE/OWNER INFORMATION: INVOICE# C55304
 VEHICLE INFORMATION: LICENSE NUMBER PA 1

TAG# 9147 MAKE 142 ALTIMA, INVOICED 11/30/2002 12:19:59 PM 01 ESCAPE

TYPE: C

LAD MECHANICAL 22.95
 TOTAL CHARGE FOR CONCRET 22.95

GROSS TOTALS

SUMMARY OF CHARGES FOR INVOICE C55304
 PARTS 21.70
 SERVICE HISTORY ADM .15
 LAD MECHANICAL 44.89
 SUB-TOTAL 66.74
 TAX 4.67
 TOTAL CHARGE 71.41

PAYMENT DISTRIBUTION FOR INVOICE C55304
 TOTAL CHARGE 71.41
 CASH DUE 71.41

LAD RATE: 72.00-82.00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 HW - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARK J. ALTINK
 PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
 MILES...WHICHEVER COMES FIRST, UNLESS NOTED.

PAGE 2
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REPAIR 1	PROGRAM CODE(S)	REPAIR 2	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE

INVOICE TO: [REDACTED] / OTHER INFORMATION -- INVOICE: MS6604
[REDACTED] PHILADELPHIA PA [REDACTED]

FOR OFFICE USE: TAG# 1606 MD# 415 GURCIG, J INVOICE# PRELIM WAR N C GJ VIN 1F7YU04181K22506 LICENCE NUMBER: PA 1
TAX RULES: VY304 INVOICED: 12/20/2002 14:49:33 01 FORD ESCAPE 2LT 4WD 4DR OPTUTY
ODMETER IN: 29254 DIST: IFR DATES IN SERVICE: 072401 PRODUCTION: 061501
BEGIN: 12/19/02 DONE: 12/20/02

CONCERN	DESCRIPTION	ASSTATION	TECH	HOURS	AMOUNT
51-1	CUST STATES CHECK ENGINE LIGHT ON	126500	104	.2	14.52
51-2	EXTRA TIME TO REPEAT FINAL QUICK TEST	12650011	104	.1	7.26
51-3	COMPRESSION PRESSURE TEST - DIAGNOSIS	12650047	104	1.4	101.67
51-4	IGNITION SYSTEM - DIAGNOSIS	12650055	104	.3	21.79
51-4	SPARK PLUGS - REPLACE	12405RL	104	.3	21.79

PART NUMBER	QTY	PRICE	AMOUNT
FMC A03F 324 1F6		1.98	1.98

FACTORY TECH# 104 - ELLIS, REGINALD CERT# REG# E
LINE AUTH# GJ 121902 13:25
LINE AUTH# GJ 121902 13:35
PART AUTH# GJ 121902 13:56

SUBTOTAL
PARTS 2.71
LAB-MECHANICAL 167.03
TOTAL CHARGE FOR CONCERN 169.00

CONCERN	DESCRIPTION	ASSTATION	TECH	HOURS	AMOUNT
50	CUST STATES BRAKE PEDAL SQUEAKS WHEN RELEASED	126500	104	.2	14.52

TECH# 104 - ELLIS, REGINALD
COR# REG# E
PART AUTH# GJ 122002 14:14

SUBTOTAL
LAB-MECHANICAL 14.52
TOTAL CHARGE FOR CONCERN 14.52

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PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO

OWNER/OWNER INFORMATION -- INVOICE: CSA

PHILADELPHIA PA

PHILADELPHIA PA

FOR OFFICE USE

VEHICLE INFORMATION

TAD: 1606 ADV: 415 BUREAU, J INVOICE: FRELIN CUS N C DJ VIN 1FMYU04161K022506 LICENSE NUMBER: PA 1
 TAX RULES: Y1181 INVOICED: 12/20/2002 14149133 01 FORD ESCAPE XLT 4WD 4DR STUTY
 ODOMETER MI 27254 DIST: 1FA DATES INSERVICE: 072401 PRODUCTION: 061501
 DATES BOOKED: 12/19/02 DONE: 12/20/02

CONCERN 52 CUST STATES LOW BRAKE PEDAL
 CORRECTION NO PROBLEM FOUND
 COMMENT ADJUST REAR BRAKES
 FACTORY TECH 104 - ELLIS, REGINALD

OPERATION	TECH	HOURS	AMOUNT
NO	104	.0	

----- SUBTOTAL -----
 TOTAL CHARGE FOR CONCERN

TYPE: C/

CONCERN 54 CUST STATES BOTH FRONT WINDOWS SCREECH WHEN GOING UP
 CORRECTION NO CHARGE
 COMMENT LUBE WINDOWS
 FACTORY TECH 104 - ELLIS, REGINALD

OPERATION	TECH	HOURS	AMOUNT
NO	104	.0	

----- SUBTOTAL -----
 TOTAL CHARGE FOR CONCERN

TYPE: C

CONCERN 55 CUST STATES E BRAKE BUTTON STUCK IN HANDLE
 CORRECTION NO CHARGE
 FACTORY TECH 104 - ELLIS, REGINALD

OPERATION	TECH	HOURS	AMOUNT
NO	104	.0	

----- SUBTOTAL -----
 TOTAL CHARGE FOR CONCERN

TYPE: C

CONCERN 56 REPLACE REAR WIPER BLADE ONLY
 CORRECTION REPLACE BLADE
 PART NUMBER FOR NOTE DESCRIPTION
 FRC W1 1001 OLD REY 2
 FACTORY TECH 104 - ELLIS, REGINALD

OPERATION	TECH	HOURS	AMOUNT
NO	104	.1	
			SELL 0.75

----- SUBTOTAL -----

Carroll
 [Signature]

ON LINE SERVICE REQUESTED BY

Pacifico FORD

Dec. 20
2002

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REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE# CS6604

FOR OFFICE USE: TRD: 1606 ADV: 415 OUTCHK, INVOICED: 12/20/2002 14:09:33 (U) 01 ESCAPE VEHICLE INFORMATION: LICENSE NUMBER: PA 1

TYPE: C	LAD-MECHANICAL	3.00
	TOTAL CHARGE FOR CONCERN	11.75
GRAND TOTALS		

SUMMARY OF CHARGES FOR INVOICE CS6604		PAYMENT DISTRIBUTION FOR INVOICE CS6604	
PARTS	0.75	TOTAL CHARGE	12.72
SERVICE-HISTORY ADM	.15	CASH OUT	12.72
LAD-MECHANICAL	3.00		
SUB-TOTAL	11.90		
TAX	.82		
TOTAL CHARGE	12.72		

LAD RATE: 72.00-82.00
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANTY
IF YOU HAVE ANY QUESTIONS -- PLEASE SEE JEFFREY S. OUTCHK
PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000 MILES...WHICHEVER COMES FIRST, UNLESS NOTED.

PAGE 2
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PAID
DEC 20
[Signature]

CCM 12/20 34 [Signature] #12.72

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REPAIR 1	PROGRAM CODE(S)	REPAIR 2	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE

INVOICE TO

OWNER/LEASER INFORMATION INVOICE# H566

FOR OFFICE USE:

VEHICLE INFORMATION

TAX# 1606 AD# 415 GURCIK, INVOICED# 12/20/2002 14:49:33 GJ 01 EXCNYC

LICENSE NUMBER PA 1

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE H56604

PARTS 2.77
LAB-MECHANICAL 191.55
TOTAL CHARGE 194.32

PAYMENT DISTRIBUTION FOR INVOICE H56604

TOTAL CHARGE 194.32
PAC WARRANTY 194.32

LAB RATE: 60.40 60.40

ATTENTION: THE FOLLOWING PAYMENTS ALSO EXIST
CUS - CUSTOMER PAY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE JUDITH S. GURCIK
PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST, UNLESS NOTED.

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PROGRAM CODE(S)			APPROVAL CODE OR INCL.	COMMITMENT CODE	
REPAIR 1	REPAIR 2	REPAIR 3			
INVOICE TO		BUYER/OWNER INFORMATION			
[REDACTED]		[REDACTED]			
PHILADELPHIA PA [REDACTED]		PHILADELPHIA PA [REDACTED]			
FOR OFFICE USE		VEHICLE INFORMATION			
TRM: 6701 ADP: 567 MORRIS, K INVOICE# 146114 CUS H C DM TRZ RULES: YVAN INVOICE# 02/20/2003 1315P108 ODOMETER IN: 22171 DATES BEGIN: 02/04/03 DONE: 02/20/03		VIN 1FTYRUM161K022506 LICENSE NUMBER: PA 1 01 FORD ESCAPE FLT #00 4DR SPTUTY DIST: USA DATED IN SERVICE: 02/24/01 PRODUCTIONS 061501			
CONCERN 09: REPLACE FUEL FILTER			OPERATION	TECH HOURS	AMOUNT
CORRECTION REPLACE FUEL FILTER			RT	200	.5 # 20.00
PART NUMBER	FOR	NOTE	DESCRIPTION	QTY	SELL
PNC KIT0000A			FUEL FILTER	10	14.95 14.95
PNC E/D2 9155 A			FILTER AS	1	01 01
FACTORY	TECH 200 - NETTILLE, PHIL				
			SUBTOTAL		
			PARTS		14.95
			LAB-MECHANICAL		20.00
			TOTAL CHARGE FOR CONCERN		43.00
TYPE: C					
CONCERN 13: TRANSMISSION SERVICE			OPERATION	TECH HOURS	AMOUNT
CORRECTION TRANSMISSION SERVICE			TRG	200	1.2 D: 49.95
PART NUMBER	FOR	NOTE	DESCRIPTION	QTY	SELL
PNC KIT1124			TRANS FILTER & FLUID	10	39.40 39.40
PNC P3R2 7A070 AA			FILTER &	1	00 00
PNC XT 2 QWZ			FLUID-OUT	5	01 05
FACTORY	TECH 200 - NETTILLE, PHIL				
			SUBTOTAL		
			PARTS		39.40
			LAB-MECHANICAL		49.95
			TOTAL CHARGE FOR CONCERN		89.35
TYPE: C					
CONCERN 23: REPLACE AIR FILTER			OPERATION	TECH HOURS	AMOUNT
CORRECTION REPLACE AIR FILTER			RT	200	.1 # 0.20
COMMENT	REPAIR TIME			200	.2 10.00

Cash

JS

PAGE 1

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PARTS AND LABOR
LISTED BELOW X

PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE		
REPAIR 1	REPAIR 2	REPAIR 3				
INVOICE TO			DRIVER/OWNER INFORMATION	INVOICE: C57730		
FOR OFFICE USE			VEHICLE INFORMATION			
TAG: 6744 ADM 567 METRIS INVOICED: 02/20/2008 13:57:06 CH 01 ESCNY			LICENSE NUMBER: PA 1			
PART NUMBER	QTY	NOTE	DESCRIPTION	SELL	AMOUNT	
PAC KITFA1696	10		AIR FILTER	15.00	15.00	
FIC FA 1696	1		ELEMENT A	00	00	
FACTORY TECH: 200 - METTILLE, PHIL						
TYPE: C						
CONCERN 24# PERFORM THROTTLE BODY SERVICE			OPERATION	TECH	HOURS	AMOUNT
CORRECTION PERFORM THROTTLE BODY SERVICE			TDS	200	1.5 0	49.95
COMMENT CLEAN OUT CARBON FROM INTAKE				200	2.0	144.00
PART NUMBER	QTY	NOTE	DESCRIPTION	SELL	AMOUNT	
019 DC406	1		AIR INTAKE CLENER	9.00	9.00	
FACTORY TECH: 200 - METTILLE, PHIL						
TYPE: C						
CONCERN 25# PERFORM FUEL INJECTOR SERVICE			OPERATION	TECH	HOURS	AMOUNT
CORRECTION PERFORM FUEL INJECTOR SERVICE			FIS	200	1.5 0	74.95
COMMENT COOLING SYSTEM SERW				200	1.0	36.95
PART NUMBER	QTY	NOTE	DESCRIPTION	SELL	AMOUNT	
010 DC9231	1		FUEL INJECTOR	29.25	29.25	
FACTORY TECH: 200 - METTILLE, PHIL						
TYPE: C						

SUBTOTAL
PARTS 15.00
LAB MECHANICAL 18.20
TOTAL CHARGE FOR CONCERN 33.20

SUBTOTAL
OPERATION 200 1.5 0 49.95
TDS 200 2.0 144.00

SUBTOTAL
PARTS 9.00
LAB MECHANICAL 213.95
TOTAL CHARGE FOR CONCERN 222.95

SUBTOTAL
OPERATION FIS 200 1.5 0 74.95
200 1.0 36.95

SUBTOTAL
PARTS 29.25
LAB MECHANICAL 111.90
TOTAL CHARGE FOR CONCERN 141.15

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REPAIR 1		REPAIR 2		REPAIR 3		APPROVAL CODE OR NO.	COMMITMENT CODE
INVOICE TO						INVOICE NO: 807750	
OFFICE USE						VEHICLE INFORMATION	
TAG: 6704 ADV: 567 HOURS: INVOICED: 02/20/2003 13:59:00 DT IN ESCAPE						LICENSE NUMBER: PA 1	
52-5	ENGINE ASSEMBLY - REMOVE AND INSTALL	6007A	200	6.7	438.55		
52-6	REMANUFACTURED ENGINE - REPLACE	6007AS	200	2.0	145.24		
52-7	ENGINE EXCHANGE DIAGNOSIS - PRIOR REMOVAL	6007C	200	1.0	72.62		
52-8	CASTER, CASTER, TOE-IN - CHECK	3001A	200	.6	43.57		
52-9	ALIGN SUBFRAME	WARRANTY	200	1.5	100.93		
	PART NUMBER	FOR	NOTE	DESCRIPTION	QTY	SELL	
	FMC 1L02	6000 PART		ENGINE ASY L GEN00	10	2359.00	2359.00
	PARTS COUNT	1		ALLOWANCE:			
FACTORY	TECH: 200 - METTILLE, PHILL			CERTN: PHILLIP METT			
				LINE AUTH: SM 022003 13:39			
				LINE AUTH: DM 022003 13:39			
				LINE AUTH: DM 022003 13:39			
				SUBTOTAL			
				PARTS		2359.00	
				LAB-MECHANICAL		1190.96	
				TOTAL CHARGE FOR CONCERN		3549.96	
TYPE: W							
CONCERN 53	CUST STATES FRONT WINDOWS CRACK WHEN GOING UP AND DOWN	OPERATION	TECH HOURS	AMOUNT			
CAUSE	NYT	N	200	.0	.00		
CORRECTION	NO PROBLEM FOUND						
FACTORY	TECH: 200 - METTILLE, PHILL						
				SUBTOTAL			
				TOTAL CHARGE FOR CONCERN		.00	
TYPE: W							
CONCERN 54	CUST STATES 6 BRAKE BUTTON INOP SAME PROBLEM AS LAST TIME	OPERATION	TECH HOURS	AMOUNT			
CAUSE	IMP OPER	2700A	200	.6	43.57		
CORRECTION	PARKING BRAKE CONTROL - REPLACE						
	PART NUMBER	FOR	NOTE	DESCRIPTION	QTY	SELL	
	SP0 YL02	2700 AS		CONTR ASY	1	33.69	33.69
	PARTS COUNT	1		ALLOWANCE:			
				13.40			
FACTORY	TECH: 200 - METTILLE, PHILL			CERTN: PHILLIP METT			
				LINE AUTH: SM 022003 13:44			
				PART AUTH: DM 022003 13:44			
				SUBTOTAL			

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FEB 20
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PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO: [REDACTED] VEHICLE IDENTIFICATION: [REDACTED] INVOICE CODE: [REDACTED]

FOR OFFICE USE: TAG# 6704 AUNT 547 HARRIS, INVOICED: 02/20/2003 13:59:48 ON 01 ESCAPE VEHICLE INFORMATION: LICENSE NUMBER PA 1

CONCERN	OPERATION	TECH HOURS	AMOUNT
CONCERN #24 SERVICE LOWER CAR CHANGE'S	CL	555	.00
CORRECTION: SERVICE LOWER CAR CHANGE'S NO CHARGE TO CUSTOMERS			
COMMENT: CHANGE TO ACCOUNT #7760 ONLY			
PART NUMBER	QTY	SELL	
211247	1	336.00	336.00

FACTORY	TECH HOURS	TECH HOURS	AMOUNT
TECH# 555	555		
SUBTOTAL			336.00
SUBLET REPAIRS			336.00
250 CHANGE TO 7760			336.00
TOTAL CHARGE FOR CONSIDER			.00
GRAND TOTALS			

SUMMARY OF CHARGES FOR INVOICE C59730		PAYMENT DISTRIBUTION FOR INVOICE C59730	
PARTS	107.68	TOTAL CHARGE	567.95
SUBLET REPAIRS	336.00	CASH/DL	567.95
SERVICE HISTORY FEE	.15		
LAD MECHANICAL	422.96		
250 CHANGE TO 7760	336.00		
SUB TOTAL	536.71		
TAX	37.24		
TOTAL CHARGE	567.95		

LAD RATE: 72.00- 02.00
 ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 WWR - WARRANTY
 ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:
 DATE OPENED FOR PARTS INVOICED
 02/12/03 60301

IF YOU HAVE ANY QUESTIONS - PLEASE SEE ROBERT H. DEARIS
 PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
 MILES...WHICHEVER COMES FIRST, UNLESS NOTED.

Paid
 FEB 21 2003
 [Signature]

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LISTED BELOW X

PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE TO

OWNER INFORMATION INVOICE: 407700

FOR OFFICE USE

VEHICLE INFORMATION

TAG: 6701 ADV: 567 MAKE: INVOICE: 02/20/2003 1313000 01 OF ESCAPE

LICENSE NUMBER: PA 1

TYPE: N

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE 459730

PARTS 2410.01
SMILET REPAIRS 140.00
LAB MECHANICAL 1365.25
TOTAL CHARGE 4115.46

PARTS 47.17
LAB MECHANICAL 43.57
TOTAL CHARGE FOR CONCERN 90.74

PAYMENT DISTRIBUTION FOR INVOICE 459730
TOTAL CHARGE 4115.46
TAC WARRANTY 4115.46

LAB RATE: 68.40 60.40

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
CUS - CUSTOMER

ATTENTION: OTHER REPAIR ORDERS ON THIS VEHICLE:

DATE ORDERED FOR DATE INVOICED
02/12/03 6034

IF YOU HAVE ANY QUESTIONS - PLEASE SEE KIMBERLY H. MORRIS

PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000

MILES...WHICHEVER COMES FIRST, UNLESS NOTED.

PAGE 3
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PROGRAM CODE(S)		APPROVAL CODE OR NO.	COLLAR NUMBER CODE
APPART	REPAIR	REPAIRS	
VEHICLE TO		DATE/TIME OF SERVICE	TECHNICIAN
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 6704 ADV: 567 HOURS. INDICATOR: 02/21/2003 08:14:09 MS 01 CSORP		LICENSE NUMBER: PA 1	
DATE: 02/21/2003 08:14:09 MS 01 CSORP		DATE: 02/21/2003 08:14:09 MS 01 CSORP	
01	DIAGNE ASSEMBLY - REMOVE AND INSTALL	6007A	200 6.7 404.25
02	REMANUFACTURED ENGINE - REPLACE	6007B	200 3.0 193.29
03	ENGINE CYLINDER HEADS - PRIOR ATYPICAL	6007C	200 1.0 72.02
04	CAYEN CARBON TOE IN - CHECK	6007D	200 1.4 63.57
05	ALIGN CHASSIS	6007E	200 1.5 120.92
06	PART NUMBER	QTY	CALL
07	THE KING 6000 BARR		750.00
08	WHEEL 22x10		
09	WHEEL 22x10 METALIC HULL		
	LINE AUTH BY 022003 13139		
	LINE AUTH BY 022003 13139		
	LINE AUTH BY 022003 13139		
SUBTOTAL			
PARTS			2359.06
LABOR MECHANICAL			1190.24
TOTAL CHARGE FOR CONCERN			3549.30
01	NO PROBLEM FOUND		
02	TECH 25: METALIC HULL		
SUBTOTAL			
TOTAL CHARGE FOR CONCERN			.00
01	REPLACE BUTTON INAD SOME PROBLEM ON LAST TIME		
02	REPLACE PARKING BRAKE CONTROL - REPLACE		
03	PART NUMBER	QTY	CALL
04	THE KING 2100 40		30.00
05	WHEEL 22x10		
06	WHEEL 22x10 METALIC HULL		

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PROGRAM CODES		APPROVAL CODE OR NO.		COMPLAINT CODE
REPAIR 1	REPAIR 2	REPAIR 3		

INVOICE NO.

DELIVER ORDER INFORMATION

INVOICE 037730

FOR OFFICE USE
TAG# 4794 AKA 567 MONTHS. INVOICE# 02717203 OBTAINED PG 01 ESCAPE LICENSE NUMBER PA 1

CONTRACT #	SERVICE LOWER CAR CHARGES	OPERATION	FEES	AMOUNT
CONTRACT	SERVICE LOWER CAR CHARGES NO CHARGE TO CUSTOMER	SL	555	.00
	CONTRACT TO ACCOUNT #7760 ONLY			
	PART NUMBER	QTY	PRICE	TOTAL
	711267	1	172.40	172.40

SUBLET REPAIRS		336.00
25% CHARGE TO		7760 336.00
TOTAL CHARGE FOR CONCERN		.00

SUMMARY OF CHARGES FOR INVOICE 037730		PAYMENT DISTRIBUTION FOR INVOICE 037730	
PARTS	172.40	TOTAL CHARGE	367.00
SUBLET REPAIRS	336.00	CASH DUE	367.00
SERVICE HISTORY ADM	.15		
LAD REFINANCIAL	422.76		
25% CHARGE TO	7760 336.00		
300 HOURS	550.71		
TAX	27.14		
TOTAL CHARGE	367.00		

LAB RATE: 72.00 62.00
 (ENTER ANY OTHER REPAIR ORDERS ON THIS VEHICLE)
 DATE ORDERED 8/28 - DATES INVOICED
 8/15/03 6/20/03
 IF YOU HAVE ANY QUESTIONS PLEASE SEE KENNETH R. MORRIS
 PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000
 MILES... WHICHEVER COMES FIRST, UNLESS NOTED.

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REPAIR #	REPAIR #	REPAIR #	APPROVAL CODE ON LOG	EQUIPMENT CODE
INVOICE TO		CUSTOMER INFORMATION		INVOICE COST
FOR OFFICE USE			VEHICLE INFORMATION	
TRM 6704	REV: 567 HOBBS, DAVICOM	02/21/2008 08:14:19 MS	01 EXCISE	LICENCE NUMBER PA 1
---ONE QUOTE AFTER PRELIMINARY CALL---				
PART NUMBER	QTY	NOTE	DESCRIPTION	SELL
790 METTALS	10		AIR FILTER	15.00
791 PA 1006	1		ELEMENT A	15.00
FACTORY	TECH 200	METTALS - PHIL		
SUBTOTAL				30.00
PARTS				30.00
LAB-MECHANICAL				19.20
TOTAL CHARGE FOR CONCERN				49.20
TYPE L				
CONCERN 24: PERFORM THROATLE BODY SERVICE			OPERATION	TECH HOURS
CORRECTION: PERFORM THROATLE BODY SERVICE			YES	200 1.5 0
				200 2.0
COMMENT	CLEAN OUT CARBON FROM INTAKE			
PART NUMBER	QTY	NOTE	DESCRIPTION	SELL
810 00806	1		AIR INTAKE CLEANER	9.00
FACTORY	TECH 200	METTALS - PHIL		
SUBTOTAL				9.00
PARTS				9.00
LAB-MECHANICAL				212.75
TOTAL CHARGE FOR CONCERN				222.75
TYPE C				
CONCERN 25: PERFORM FUEL INJECTION SERVICE			OPERATION	TECH HOURS
CORRECTION: PERFORM FUEL INJECTION SERVICE			YES	200 1.5 0
				200 1.0
COMMENT	COOLING SYSTEM OK			
PART NUMBER	QTY	NOTE	DESCRIPTION	SELL
060 009231	1		FUEL INJECTION	29.25
FACTORY	TECH 200	METTALS - PHIL		
SUBTOTAL				29.25
PARTS				29.25
LAB-MECHANICAL				111.93
TOTAL CHARGE FOR CONCERN				141.18
TYPE C				
				PRICE \$

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REPAIR 1	PROGRAM CODE(S)	REPAIR 2	REPAIR 3	APPROVAL CODE OR NO.	COMMITMENT CODE
INVOICE TO		OWNER INFORMATION -- INVOICE: 065727			
PHILADELPHIA		PHILADELPHIA PA			
FOR OFFICE USE		VEHICLE INFORMATION			
VIN: 2927 ADV: 438 RAUL, ROB INVOICE: PRELIM CUS C W JR		VIN: 1FMYU1161KC22306 LICENSE NUMBER: PA 1			
TAX RULES: VYINN INVOICED: 04/23/2003 12:28:09		01 FORD ESCAPE XLT 4DR 4DR SPTUTY			
ODOMETER IN: 37751		DATES: INSERVICE: 07/20/01 PRODUCTION: 06/15/01			
DATES: BEGINS: 04/23/03 DONE: 04/23/03		DIST: 1FA			
CONCERN 09 ROTATE TIRES		OPERATION	TECH	HOURS	AMOUNT
CORRECTION ROTATE TIRES		RT	280	.4	15.95
FACTORY TECH: 280 - NETTILLE, PHILL		SUBTOTAL			
TYPE: C		LAB-MECHANICAL			15.95
		TOTAL CHARGE FOR CONCERN			15.95
CONCERN 10 BRAKE INSPECTION		OPERATION	TECH	HOURS	AMOUNT
CORRECTION BRAKE INSPECTION		B1	280	.5 S	.00

* - INSPECT ALL FOUR BRAKES *					
* - CK ALL HOSES & MASTER CYLINDER *					
* - TOP OFF BRAKE FLUID *					
* - FAILED PARTS & LABOR EXTRA *					

FACTORY TECH: 280 - NETTILLE, PHILL		SUBTOTAL			
TYPE: C		TOTAL CHARGE FOR CONCERN			.00
CONCERN 51 CUST STATES CHECK FOR SCREECHING NOISE COMING FROM THE FRONT WHEELS WHEN		OPERATION	TECH	HOURS	AMOUNT
CORRECTION TUNING		TR	280	.0	.00
FACTORY TIGHTEN POWER STEERING HOSE CLAMP		SUBTOTAL			
FACTORY TECH: 280 - NETTILLE, PHILL		TOTAL CHARGE FOR CONCERN			.00
TYPE: C		SUBTOTAL			
CONCERN 52 CUST STATES CHECK FOR HARD TO START ESP WHEN COLD		OPERATION	TECH	HOURS	AMOUNT
					PAGE 1

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PROGRAM CODE(S)			APPROVAL CODE OR NDL	COMMITMENT CODE
REPAIR 1	REPAIR 2	REPAIR 3		
INVOICE TO			DRIVER/OWNER INFORMATION - INVOICE# C65722	
FOR OFFICE USE			VEHICLE INFORMATION	
TAG: 2929 NOW 458 RWH; RD INVOICED: 04/25/2003 12:28:09 JR 01 ESCAPE			LICENSE NUMBER: PA 1	
CONCERN 53 CORRECTION FACTORY	NO PROBLEM FOUND TECH: 280 - METTILLE, PHILL		181	280 .0 .00
TYPE: C			SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
CONCERN 53 CORRECTION FACTORY	CUST STATES CHECK FOR A RUMBLING NOISE COMING FROM THE ENGINE NO REPAIRS TECH: 280 - METTILLE, PHILL		OPERATION 181	TECH HOURS 280 .0
TYPE: C			AMOUNT .00 SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
CONCERN 54 CORRECTION FACTORY	CUST STATES CHECK FOR A KNOCKING NOISE COMING FROM THE ENGINE NO PROBLEM FOUND TECH: 280 - METTILLE, PHILL		OPERATION 181	TECH HOURS 280 .0
TYPE: C			AMOUNT .00 SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
CONCERN 55 CORRECTION FACTORY	CUST STATES CHECK FOR COOLANT LIGHT IS ON ADJUSTED COOLANT TECH: 280 - METTILLE, PHILL		OPERATION 181	TECH HOURS 280 .0
TYPE: C			AMOUNT .00 SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
GRAND TOTALS			TOTAL CHARGE FOR CONCERN .00	
SUMMARY OF CHARGES FOR INVOICE C65722			PAYMENT DISTRIBUTION FOR INVOICE C65722	
SERVICE-HISTORY ADM	.15		TOTAL CHARGE	17.22
LAB-MECHANICAL	15.95		CASH DUE	17.22
SUB-TOTAL	16.10			
TAX	1.12			
TOTAL CHARGE	17.22			
LAB RATE: 78.00- 88.00				
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST:				
WR - WARRANTY				

PAID
 APR 25 2003

PAGE 2

101.30 R2

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PROGRAM CODE(S)			APPROVAL CODE OR NO.	COMPLIANT CODE
REPAIR 1	REPAIR 2	REPAIR 3		
INVOICE TO		VEHICLE INFORMATION - INVOICE #65722		
PHILADELPHIA		PHILADELPHIA		
TRADE: 2929		VIN: LFTW004161K22506		
MAY 1998 FORD, ROY INVOICE: ITTEL IN W/D C W JR		LICENSE NUMBER: PA 1		
TAX RULES: Y23W1 INVOICED: 04/25/2003 12:28:09		01 FORD ESCAPE XLT 4WD 4DR SPTUTY		
ODOMETER IN: 35951		DAYS (SERVICE: 07240) PRODUCTION: 061501		
DATES REPAIR: 04/23/03 - DONE: 04/25/03				
CONCERN 54	CUST STATES CONC: FOR TRD LIMITS ARE OUT		OPERATION	TECH HOURS AMOUNT
CAUSE	001		13465A1	280 .3 36.31
CORRECTION	BULBS-EXTERIOR - REPLACE			
	PART NUMBER	PO# NOTE	DESCRIPTION	QTY
	FMC+ C20Z 13446 E	113671	ENTERPRISE	1
	PMITS: COUNT 2		DLB ASY-L	2
FACTORY	TEL# 200 - NEITILLE, PHIL		ALLOWANCE: .28	
			CERT# PHILIP NETT	
				SUBTOTAL
				PARTS 1.00
				SUBLET REPAIRS 75.00
				LAB-TECHNICAL 36.31
				TOTAL CHARGE FOR CONCERN 112.31
TYPE: W				GRAND TOTALS
SUMMARY OF CHARGES FOR INVOICE #65722				PAYMENT DISTRIBUTION FOR INVOICE #65722
PARTS 1.00				TOTAL CHARGE 112.31
SUBLET REPAIRS 75.00				FAC WARRANTY 112.31
LAB-TECHNICAL 36.31				
TOTAL CHARGE 112.31				
LAB RATE: 72.62- 72.62				
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST				
O/S - CUSTOMER/PY				
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ROBERT ROHN				
PARTS & LABOR GUARANTEED 12 MONTHS OR 12,000				
MILES...WHICHEVER COMES FIRST, UNLESS NOTED.				

PAGE
 LAST PAGE

All Action Details for Issue

Print

VIN: 1FMYUD41X1KA88761	Year: 2001	Model: ESCAPE	Case: 1433373602
[REDACTED]	Owner Status: Original	WSD: 2001-03-17	[REDACTED]
Symptom Desc: RUNS ROUGH AT IDLE ALL ENGINE TEMP			
Reason Desc: WARRANTY - COVERAGE INQUIRY			
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: PROVIDE INFORMATION ACCORDING TO PHRASEOLOGY		Origin Desc: US CONCERN CASE BASE
Dealer: 01221 LUCAS MOTOR COMPANY INC		
Odometer: 20000 MI	Comm Type: PHONE	
Analyst Name: ELIZABETH BOODHAJ	Analyst: EBOOD	
Action Date: 12/26/2002	Action Time: 12.01.57.878	Action Data: No

Caller Information if Different From Vehicle Owner:

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

Comments CUSTOMER SAYS: - THE VEH HAS A REOCCURING CONCERN WITH CLICKING IN THE FRONT END - THE VEH ALSO SEEMS TO WANT TO STALL WHEN THE VEH IS IDLING ENGINE TEMP DOESNT AFFECT IT - THE VEH RUNS ROUGH WHEN IT SEEMS TO WANT TO STALL - CUST SEEKING TO GET OUT OF THIS VEH AND INTO ANOTHER ONE - CUST STATED THAT SHE DOESNT FEEL SAFE IN THE VEH

----- PER CUSTOMER, DEALER SAYS: - DLR HAS REPLACED THE SPINDLE AND THE AXLE, MASTER CYLINDER BECAUSE THE FLUID LEAKED OUT - CUST HAS SPOKEN TO THE S/M GARY AND HE HAS BEEN INVOLVED IN THE REPAIRS - THE SALES MGR MARK SNOW HAS ALSO BEEN CONTACTED AND FEELS THAT SOMETHING SHOULD BE DONE

----- CAC ADVISED: - POSSIBLE WARRANTY/ESP COVERAGE FOR YOUR CONCERN. - PLEASE TAKE YOUR VEHICLE TO THE FIRM DEALERSHIP OF YOUR CHOICE TO HAVE THE VEHICLE INSPECTED TO DETERMINE IF ANY WARRANTY/ESP WILL BE APPLICABLE INFERENCE CASE ID: 5409

Rovegno

Service of Process Transmittal Form
West Trenton, New Jersey
08/10/2003

TO:

RE: PROCESS SERVED IN NEW JERSEY

FOR Ford Motor Company Domestic Subs: Da

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

- 1. TITLE OF ACTION: JOYCE B. ROVEGNO vs FORD MOTOR COMPANY, et al
- 2. DOCUMENT(S) SERVED: Summons, Complaint w/Jury Demand and Civil Case Information Statement
- 3. COURT: Superior Court of New Jersey, Law Division, Monmouth County
Case Number MDN-L-2411-03
- 4. NATURE OF ACTION: Defective vehicle
- 5. ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, New Jersey
- 6. DATE AND HOUR OF SERVICE: By Process server on 08/10/2003 at 03:15
- 7. APPEARANCE OR ANSWER DUE: 35 days
- 8. ATTORNEY(S): Ronald J. Luddaka, Esq.
215 Morris Avenue
Spring Lake, NJ 07762
- 9. REMARKS: (-Note sent 08/10/2003 to CDZBANSK@FORD.COM

CT Corporation System

03 JAN 12 P3:48

RECEIVED

SIGNED CT Corporation System
FOR Shonell Brown
ADDRESS 820 Bear Tavern Road
3rd Floor
West Trenton, NJ 08628
SOP WS 0005444094

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 scope 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.

3:10

RONALD L. LUEDDEKE, ESQ.
215 MORRIS AVENUE
SPRING LAKE, NEW JERSEY 07762
(732) 449-2884
ATTORNEY FOR PLAINTIFF(S)



Plaintiff(s),

v.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO. MON-L-2411-03

FORD MOTOR COMPANY and
BUHLER FORD, INC. and
JOHN DOE

Civil Action

SUMMONS

Defendant(s).

From the State of New Jersey, to the Above Named Defendant:

FORD MOTOR COMPANY

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to

plaintiff's attorney whose name and address appear above, or to plaintiff, if not attorney is named above. A telephone call will not protect your rights: you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided.

If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

DATED: June 9, 2003

S/Donald F. Phelan
DONALD F. PHELAN
Clerk of the Superior Court

Name of Defendant to be Served: Ford Motor Company
c/o CT Corp.
Address of the Defendant to be Served: 820 Bear Tavern Road
W. Trenton, NJ 08625

*\$105.00 for CHANCERY DIVISION CASES OR \$110.00 FOR LAW DIVISION CASES

DEPUTY CLERKS ADDRESSES

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Beachmont Blvd., First Fl.
Atlantic City, NJ 08401

LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Case Processing Section, Room 119
Justice Center, 10 Main St.
Hackensack, NJ 07601-0769

LAWYER REFERRAL
(201) 448-8044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Kansas Rd.
Mt. Holly, NJ 08068

LAWYER REFERRAL
(609) 281-4882
LEGAL SERVICES
(609) 281-3088

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth St.
Camden, NJ 08102

LAWYER REFERRAL
(856) 964-4330
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
9 N. Main Street
Box DN-209
Cape May Court House, NJ 08210

LAWYER REFERRAL
(609) 460-8913
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette Sts., P.O. Box 615
Bridgeton, NJ 08302

LAWYER REFERRAL
(856) 682-6207
LEGAL SERVICES
(856) 431-0883

ESSEX COUNTY:

Deputy Clerk of the Superior Court
50 West Market Street
Room 131
Newark, NJ 07102

LAWYER REFERRAL
(973) 622-6087
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Attn: Intake
First Fl., Court House
1 North Broad Street, P.O. Box 129
Woodbury, NJ 08096

LAWYER REFERRAL
(856) 848-4389
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Bremen Court case - 1st Floor
383 Newark Ave.
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court
Civil Division
63 Park Avenue
Flemington, NJ 08842

LAWYER REFERRAL
(908) 733-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 South Broad St., P.O. Box 9068
Trenton, NJ 08658

LAWYER REFERRAL
(609) 985-6200
LEGAL SERVICES
(609) 983-6248

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court
Administration Building
Third Floor
1 Kennedy Sq., P.O. Box 2633
New Brunswick, NJ 08903-2633

LAWYER REFERRAL
(732) 878-0889
LEGAL SERVICES
(732) 249-7688

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court
71 Mountaint Park
P.O. Box 1369
Freehold, NJ 07728-1369

LAWYER REFERRAL
(732) 431-5364
LEGAL SERVICES
(732) 866-8826

MORRIS COUNTY:

Deputy Clerk of the Superior Court
Civil Division
30 Selwyler Pl., P.O. Box 910
Morristown, NJ 07960-0910

LAWYER REFERRAL
(973) 267-3882
LEGAL SERVICES
(973) 283-8911

OCEAN COUNTY:

Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754

LAWYER REFERRAL
(732) 240-3066
LEGAL SERVICES
(732) 341-8727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07655

LAWYER REFERRAL
(973) 278-6023
LEGAL SERVICES
(973) 345-7171

SALEM COUNTY:

Deputy Clerk of the Superior Court
92 Market St., P.O. Box 18
Salem, NJ 08079

LAWYER REFERRAL
(856) 935-5629
LEGAL SERVICES
(856) 451-2803

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Fl.
P.O. Box 3000
Somerville, NJ 08876

LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
41-47 High Street
Newton, NJ 07860

LAWYER REFERRAL
(973) 267-3882
LEGAL SERVICES
(973) 383-7408

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073

LAWYER REFERRAL
(908) 353-4713
LEGAL SERVICES
(908) 354-4348

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House
Belvidere, NJ 07823-1500

LAWYER REFERRAL
(973) 267-3882
LEGAL SERVICES
(973) 475-2818

NEWNORTH COUNTY
SUPERIOR COURT
PO BOX 1269
GREENHILL NJ 07728

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 677-4240
COURT HOURS

RECEIVED
JUN 09 2003

DATE: JUNE 04, 2003
RE: BORGNI VS FIRM MOTOR CO ET AL
DOCKET NO. 03-003411 03

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

RECOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON WILLIAM P. SILVEST

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 401
AT: (732) 677-4245

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADINGS. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:58-2.

ATTENTION:

ATT: RONALD L. LORWICK
RONALD L. LORWICK
215 MORRIS AVE
SPRING LAKE NJ 07762

JANETS

7/1/03

3/30/04

RONALD L. LUEDDEKE, ESQ.
215 MORRIS AVENUE
SPRING LAKE, NEW JERSEY 07762
(732) 449-2884
ATTORNEY FOR PLAINTIFF(S)

FILED & PAID

JUN 3 2002

COURT OF MONMOUTH COUNTY
CLERK OF SUPERIOR COURT
MONMOUTH COUNTY



Plaintiff(s),

v.

FORD MOTOR COMPANY and
BUHLER FORD, INC. and
JOHN DOE

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO. *L-2411-03*

Civil Action

COMPLAINT AND JURY DEMAND

The plaintiff, Joyce B. Rovigno, residing in Monmouth Beach, NJ by way of
Complaint against the defendants, states:

FIRST COUNT

1. Ford Motor Company (hereinafter referred to as "Ford") is a manufacturer of new vehicles, a franchiser as defined by New Jersey Law, and a foreign corporation authorized to do business and in fact doing business in the State of New Jersey.

2. On or about May 22, 2002, plaintiff entered into a written contract to purchase a new 2002 Ford Escape bearing serial number 1FMCU04122KC58429 from defendant, Garden State Ford.

2(a). On information and belief, Buhler Ford, Inc. ("Buhler") is the successor to Garden State Ford and also the company which performed service work on Plaintiff's vehicle.

3. Prior to and at the time of purchase, plaintiffs were led to believe that the

vehicle was free from factory defects, safe and fit for normal use and operation.

4. The foregoing representations to plaintiff were material facts which plaintiff took into consideration in making her decision to purchase the subject vehicle. In fact, had plaintiff known that the vehicle suffered from serious conditions affecting operation, safety and value plaintiff would not have purchased the subject vehicle.

5. Plaintiff alleges that the vehicle suffers from conditions which Ford has failed to remedy despite a number of opportunities to do so.

6. Plaintiff alleges that the said vehicle is a "lemon" as defined in the New Jersey Lemon Law or New Jersey Motor Vehicle Warranty Act, N.J.S.A. 56:12-29 et seq. ("Lemon Law").

7. Plaintiff has met the prerequisite condition of the Lemon Law and is entitled to the benefits of that legislation.

8. The foregoing conduct of defendant Ford has substantially damaged plaintiff and diminished the value of the vehicle both in plaintiff's eyes and objectively.

9. John Doe corporations are the entities trading as Ford and Buhler Ford.

WHEREFORE, Plaintiff demands damages against defendants Ford, as follows:

1. Compensatory damages;
2. Rescission;
3. All relief to which plaintiff may be entitled under the Lemon Law;
4. Attorney's fees;
5. Lawful interest;
6. Costs of suit;
7. For such other relief as the Court may deem equitable and just.

SECOND COUNT

1. The plaintiff repeats the allegations of the First Count as if set forth at length again herein.

2. Plaintiff's vehicle presently needs a new engine.

3. Defendants Buhler and Ford refuse to repair the engine pursuant to the warranty.

4. Defendants Buhler and Ford claims that said engine failure was due to lack of maintenance by Plaintiff. In fact, Plaintiff presented the vehicle to Buhler for repair work on or about January 13, 2003 when the vehicle had 17,810 miles. The vehicle failed almost immediately thereafter.

5. If there was a lack of maintenance, same was caused by Buhler in not maintaining the vehicle. Plaintiff always told the service department "do whatever is necessary" including routine maintenance.

6. Buhler did not inform Plaintiff on January 13, 2003 or at any time before or after that date, that maintenance was needed.

7. Buhler also violated the Automotive Repairs Regulations, N.J.A.C. 13:45A-26C.1 et seq.

8. The foregoing conduct constitutes a violation of the Consumer Fraud Act, N.J.S.A. 56:8-2 and plaintiff has suffered damages as a direct result thereof.

9. Said conduct also constitutes legal fraud and equitable fraud.

WHEREFORE, plaintiff demands judgment against defendants jointly and severally as follows:

(1) Compensatory damages;

- (2) Treble damages;
- (3) Punitive damages;
- (4) Rescission;
- (5) Attorney's fees;
- (6) Cost of suit;
- (7) Such other relief as is just and appropriate.

THIRD COUNT

1. The plaintiffs repeat the allegations contained in the First and Second Count as if set forth at length again herein.

2. The foregoing conduct of defendants Ford and Buhler Ford constitutes an actionable breach of contract and said defendants have been unjustly enriched.

WHEREFORE, Plaintiffs demand damages against defendants jointly and severally as follows:

- 1. Compensatory damages;
- 2. Rescission;
- 3. Attorney's fees;
- 4. Lawful interest;
- 5. Costs of suit;
- 6. For such other relief as the Court may deem equitable and just.

FOURTH COUNT

1. The plaintiffs repeat the allegations contained in the First, Second and Third Count as if set forth at length again herein.

2. Said vehicle was sold with an express warranty.

3. Ford has been unable to repair the vehicle to plaintiff's satisfaction. Therefore, the vehicle's warranty is useless as it pertains to this condition.

4. Plaintiff gave defendants ample and reasonable opportunities to cure the vehicle's problems. Defendants failed to do so. This constitutes a breach of all applicable express and implied warranties.

5. Plaintiff's did, within a reasonable period of time after discovering said defendants' breach, as aforesaid, notify defendants of said breach.

WHEREFORE, plaintiffs demand judgment against defendants, for the following relief:

1. All remedies available to plaintiff under the Uniform Commercial Code including, but not limited to, revocation, rescission, breach of warranty damages, including incidental and consequential damages.

FIFTH COUNT

1. Plaintiff repeats each and every allegation of the First, Second, Third and Fourth Counts as though set forth more fully at length herein.

2. Defendants conduct, as aforesaid, constitutes a violation of the Magnuson-Moss Warranty Act, 15 U.S.C. 2301-2311.

WHEREFORE, Plaintiff demands damages against defendants jointly and severally, as follows:

- 1. Compensatory damages;
- 2. Rescission;
- 3. Attorney's fees;
- 4. Lawful interest;

5. Costs of suit;
6. For such other relief as the Court may deem equitable and just.

SIXTH COUNT

1. Plaintiff repeats each and every allegation of the First, Second, Third, Fourth and Fifth Counts as though set forth more fully at length herein.

2. Defendants' conduct, as aforesaid, constitutes actionable negligence.
3. As a result of defendants' negligence, as aforesaid, plaintiff has been damaged.

WHEREFORE, Plaintiffs demand damages against defendants jointly and severally, as follows:

1. Compensatory damages;
2. Rescission;
3. Attorney's fees;
4. Lawful interest;
5. Costs of suit;
6. For such other relief as the Court may deem equitable and just.

JURY DEMAND

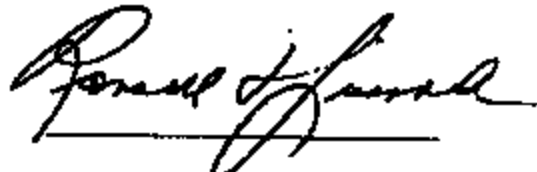
Plaintiff herein demands a trial by jury as to all triable issues of fact.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Ronald L. Lueddeke, Esquire is hereby designated as trial counsel on behalf of the Plaintiff.

Dated: 6/2/03

By:



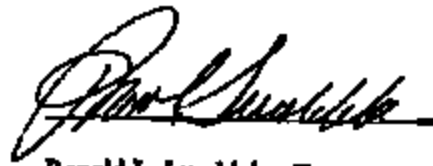
Ronald L. Lueddeke, Esq.

CERTIFICATION

The undersigned, attorney for plaintiffs, hereby certifies that to the best of his knowledge he knows of no other action pending in connection with the within action now being filed with the Court. In addition, all necessary parties have been joined except that Garden State Auto Park, the original seller of the vehicle may need to be added depending on discovery.

Dated: 6/2/03

By:



Ronald L. Lueddeke, Esq.



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for Initial Law Division - Civil Part pleadings (not motions) Under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:3-9(a), if information above the black bar is not completed or if attorney's signature is not affixed.

PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CC <input type="checkbox"/> CA
CIS / CK NO.
AMOUNT:
OVERPAYMENT:
BATCH NUMBER:

ATTORNEY / FIRM NAME Ronald L. Leddick, Esq.	TELEPHONE NUMBER (732) 449-2884	COUNTY OF VENUE Monmouth
FIRM NAME (if available) Ronald L. Leddick, Esq.	DOCKET NUMBER (if available)	
ADDRESS 215 Morris Avenue Spring Lake, NJ 07762	DOCUMENT TYPE Complaint & Jury Demand	
NAME OF PARTY (e.g. John Doe, Plaintiff)		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Joyce B. Rovigo	CAPTION Rovigo v. Feed Motor Company and Baker Feed, Inc., and John Doe	
CASE TYPE NUMBER 699	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," YOU WILL BE SUBJECT TO THE RULES OF PROFESSIONAL CONDUCT AND YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
IS THIS A CLASS ACTION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LEAD COUNSEL MEMBER	
IS THIS A CLASS ACTION? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF DEFENDANT'S COMPANY OR BUSINESS, IF RELEVANT <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

A. DO PARTIES HAVE A CURRENT, PAST OR FUTURE RELATIONSHIP? YES NO

IF YES, IS THAT RELATIONSHIP? EMPLOYER-EMPLOYEE FRIEND / NEIGHBOR OTHER (specify) _____
 FAMILIAL BUSINESS

B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? YES NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION.

None

DO YOU OR YOUR CLIENT NEED ANY SPECIAL ACCOMMODATIONS? YES NO

IF YES, PLEASE CERTIFY THE REQUESTED ACCOMMODATION: _____

WILL AN INTERPRETER BE NEEDED? YES NO

IF YES, FOR WHAT LANGUAGE: _____

ATTORNEY SIGNATURE

Allan + Karmel

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

RE: PROCESS SERVED IN ARIZONA

FOR Ford Motor Company Domestic State: De

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE...

- 1. TITLE OF ACTION: Allan Tramel, Pht. vs FORD MOTOR COMPANY, Def.
- 2. DOCUMENT(S) SERVED: Summons, Complaint, Certificate, Demand for Jury Trial, Exhibits
- 3. COURT: Superior Court, Maricopa County, Arizona
Case Number CV2003-008424
- 4. NATURE OF ACTION: Alleges Breach of Warranty
- 5. ON WHOM PROCESS WAS SERVED: CT Corporation System, Phoenix, Arizona
- 6. DATE AND HOUR OF SERVICE: By Process server on 08/30/2003 at 09:55
- 7. APPEARANCE OR ANSWER DUE: Within 20 Days
- 8. ATTORNEY(S): Marshall Meyers
111 W. Monroe
Ste. 1124
Phoenix, AZ 85003
- 9. REMARKS: I-Note sent 08/30/2003 to CDZBANSK@FORD.COM

SUBJECT CT Corporation System
FOR Amelia M. Chapman
ADDRESS 3225 North Central Avenue
 Phoenix, AZ 85012
 SOP WS 0005496755

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.

2/30/03 @ 9:55am.

Marshall Meyers
KROHN & MOSS, LTD.
111 W. Monroe, Ste. 1124
Phoenix, AZ 85003
(602) 275-5588
Attorney No. 020584
mmeyers@consumerlawcenter.net

*In The Superior Court Of The State Of Arizona,
In And For The County Of Maricopa*



Plaintiff(s),

vs.

FORD MOTOR COMPANY,

Defendant(s).

NO. CV2003-009424

SUMMONS IF YOU WANT THE ADVICE OF A
LAWYER AND DON'T KNOW ONE, YOU MAY
WISH TO CALL THE LAWYER REFERRAL SERVICE
AT 217-4434. LRS IS SPONSORED BY THE
MARICOPA COUNTY BAR ASSOCIATION.

To the Defendant(s): **SEE ATTACHED LIST**

YOU ARE HEREBY SUMMONED and required to appear and defend, within the time applicable, in this action in this Court. If served within Arizona, you shall appear and defend within twenty (20) days after the service of the Summons and Complaint upon you, exclusive of the day of service. If served out of the State of Arizona—whether by direct service, registered mail or publication—you shall appear and defend within thirty (30) days after the service of this Summons and Complaint upon you is complete, exclusive of the day of service. Where process is served upon the Arizona Director of Insurance as an insurer's attorney to receive service of legal process against it in this state, the insurer shall not be required to appear, answer or plead until expiration of forty (40) days after date of such service upon the Director. Service by registered or certified mail without the State of Arizona is complete within thirty (30) days after the date of filing the receipt and Affidavit of service with the Court. Service by publication is complete thirty (30) days after the date of first publication. Direct service is complete when made. Service upon the Arizona Motor Vehicle Superintendent is complete thirty (30) days after filing the Affidavit of Compliance and return receipt or Officer's Return. RCP 4; A.R.S. § 20-222, 28-502, 28-503.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required, and you are required to serve a copy of any Answer or response upon the Plaintiff's attorney. RCP 10(d); A.R.S. § 12-311; RCP 5.

Requests for reasonable accommodation for persons with disabilities must be made to the division assigned to the case by parties at least three (3) judicial days in advance of a scheduled court proceeding.

The name and address of Plaintiff's attorneys is:

Marshall Meyers
KROHN & MOSS, LTD.
111 W. Monroe, Ste. 1124
Phoenix, AZ 85003

SIGNED and SEALED this _____ day of _____, 20_____.

Clerk

By: _____

Deputy



MICHAEL L. JONES, CLERK
of the Court
DEPUTY CLERK

COPY

MAY 13 2003

Ford Motor Company
@ CT Corporation Systems
3225 North Central Ave.
Phoenix, AZ 85012

1 Marshall Meyers (#020584)
2 KROHN & MOSS, LTD.
3 111 W. Monroe, Ste. 1124
4 Phoenix, AZ 85003
5 (602) 275-5588
6 mmeyers@consumerlawcenter.net



COPY
MAY 13 2003
MARICOPA COUNTY CLERK
DEPUTY CLERK

7
8 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA,**
9 **IN AND FOR THE COUNTY OF MARICOPA**

10
11 [REDACTED])
12)
13 Plaintiff,)
14) **CV2003-009424**
15 va.) No.
16)
17 FORD MOTOR COMPANY,) **BREACH OF WARRANTY**
18)
19 Defendant.)

20
21 1. This Court has jurisdiction to hear this matter pursuant to 15 U.S.C. §2310(d) and
22 A.R.S. Const. Art. 6 §14.

23 2. Plaintiff, Allan Tramel ("Consumer"), is an individual who was at all times
24 relevant hereto residing in the State of Arizona.

25 3. Defendant, Ford Motor Company ("Warrantor"), is a foreign corporation
26 authorized to do business in the State of Arizona, County of Maricopa, and is engaged in the
27 manufacture, sale, supply and distribution of motor vehicles and related equipment and services,
28 such as written warranties. Warrantor supplies its products and services to the public at large
29 through a system of authorized dealerships, including Bell Ford ("Dealer").

30 4. On or about October 22, 2001, Consumer purchased a 2001 Ford Escape
31 ("Escape") manufactured and supplied by Warrantor, Vehicle Identification No.
32 1FMYU04181KC40179, for \$26,862.00, inclusive of all collateral charges incurred at the time
33 of purchase. See Retail Installment Contract, attached hereto as Exhibit "A."

1 5. In conjunction with Consumer's purchase of the Escape, Warrantor issued and
2 supplied to Consumer its written warranty, which included three (3) year or thirty-six thousand
3 (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the
4 Warrantor's New Vehicle Warranty booklet.

5 6. On or about October 22, 2001, Consumer took possession of the Escape and
6 shortly thereafter experienced various defects and non-conformities within the Escape that
7 diminish its value and/or substantially impair its use and value to Consumer. These defects
8 include, but are not limited to a defective engine, defective electrical system, defective
9 transmission, defective hatch, defective interior trim, defective brake, defective driver seat,
10 defective exterior trim, defective steering/suspension, defective seat belt, defective air
11 conditioner, and defective headliner

12 7. Consumer provided Warrantor, through its authorized dealership network,
13 sufficient opportunities to repair the defects, non-conformities and conditions within the Escape.

14 8. Despite being given more than a reasonable number of attempts/reasonable
15 opportunity to cure said defects, non-conformities and conditions, Warrantor failed to do so.

16 9. Warrantor's failure to correct said defects violate Warrantor's statutory duty to
17 Consumer and the expectations created by Warrantor's warranty.

18 10. Consumer avers that as a result of the ineffective repair attempts made by
19 Warrantor through its authorized dealership network, the Escape cannot be utilized for use as
20 intended by Consumer at the time of acquisition and that the use and value of the Escape has
21 been diminished and/or substantially impaired to Consumer.

1 11. Consumer relied on Warrantor's product advertisements, written, verbal,
2 electronic and/or otherwise, regarding the length and duration of Defendant's bumper to bumper
3 warranty when deciding to purchase the subject vehicle.

4 12. Consumer provided Warrantor written notification of the defects within the
5 subject vehicle, an offer for a final opportunity to cure, and Consumer's demand for
6 compensation on April 28, 2003. See Notice Letter, attached hereto as Exhibit "B."

7 13. Warrantor refused Consumer's demand for compensation and has refused to
8 provide Consumer with the remedies to which Consumer is entitled.

9 14. Consumer has been and will continue to be financially damaged due to
10 Warrantor's failure to comply with Warrantor's statutory duty to Consumer and the provisions of
11 its express warranty.

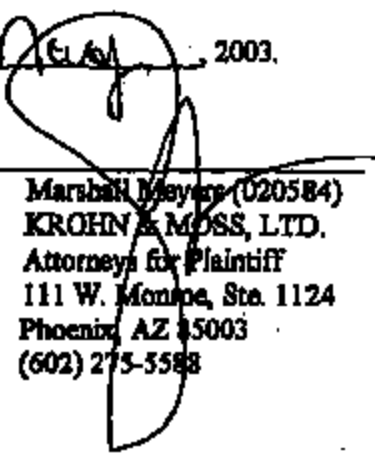
12 15. Consumer has met all obligations and preconditions as provided in Warrantor's
13 written warranty and by statute(s).

14 16. As a direct and proximate result of Warrantor's failure to comply with its written
15 warranty, Consumer has suffered damages and, in accordance with 15 U.S.C.
16 §2310(d) and A.R.S. §44-1263, Consumer is entitled to bring suit for such damages and other
17 legal and equitable relief.

18 WHEREFORE, Allan Tramel prays for relief against Ford Motor Company in the form
19 of a refund or replacement, an award of diminution in value damages, any equitable relief to
20 which Plaintiff may be entitled, all attorney fees, expert fees and court costs incurred during the
21 commencement and prosecution of this matter, and all other relief deemed just and appropriate
22 by this Court.

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Respectfully submitted this 13th day of March, 2003.

By: 
Marshall Meyer (020584)
KROHN & MOSS, LTD.
Attorneys for Plaintiff
111 W. Monroe, Ste. 1124
Phoenix, AZ 85003
(602) 275-5588

A

TO: [REDACTED]

FROM: [REDACTED]

RE: [REDACTED]

STANDARD	IN DOLLAR AMOUNT
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

EXPLANATION OF AVERAGE RATES

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]
9. [REDACTED]
10. [REDACTED]

11. **Transfer of Ownership** - If you are the holder of this policy, you may transfer the ownership of this policy to any person or entity, provided that the transferee is a natural person who is at least 18 years of age and is not a partner, officer, director, or employee of the company. The transferee must also be a resident of the United States. The transfer of ownership of this policy shall be subject to the approval of the company. The transferee shall be deemed to have accepted the terms and conditions of this policy upon the date of the transfer.

12. **Assignment** - This policy may be assigned to any person or entity, provided that the assignee is a natural person who is at least 18 years of age and is not a partner, officer, director, or employee of the company. The assignee must also be a resident of the United States. The assignment of this policy shall be subject to the approval of the company. The assignee shall be deemed to have accepted the terms and conditions of this policy upon the date of the assignment.

13. **Change of Address** - If you are the holder of this policy, you must notify the company of any change of address within 30 days of the change. Failure to do so may result in the company being unable to locate you in the event of a claim.

14. **Policy Loan** - If you are the holder of this policy, you may borrow against the cash value of this policy. The loan must be repaid with interest. Failure to repay the loan may result in the policy being terminated.

15. **Grace Period** - If you are the holder of this policy, you may stop paying premiums for a limited period of time without losing the policy. The grace period is 30 days from the due date of the premium.

16. **Waiver of Premium** - If you are the holder of this policy, you may be eligible for a waiver of premium if you become disabled. The waiver of premium is subject to the terms and conditions of the policy.

17. **Beneficiary Designation** - You may designate one or more beneficiaries to receive the proceeds of this policy in the event of your death. You may change your beneficiary designation at any time.

18. **Other Coverage** - If a person shows the contents of this policy to anyone other than you, you agree to give us a security deposit in the vehicle, on personal, and physical damage insurance policy and any amount of interest payments.

SIGNATURE: _____ DATE: _____

Krohn & Moss, Ltd.

Arizona Office
111 West Monroe, Suite 1124
Phoenix, AZ 85003
www.krohnandmoss.com

Writer's Direct Number
(602) 278-5598 ext. 5006
Writer's Direct Facsimile
(602) 441-5383
Writer's Direct E-Mail
www.krohnandmoss.com
www.krohnandmoss.com
Licensed to Practice in Arizona

Also practicing in:
Illinois
Florida
Georgia
Indiana
Ohio
Wisconsin

April 28, 2009

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Re:	Allen Trunk's Ford Motor Company
Our Client:	Allen Trunk
Your Client:	Ford Motor Company
Vehicle:	2001 Ford Escape
VIN:	1FMYUD4151KC40179
Our File Number:	A03014110Z

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, the Arizona Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATIONS, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of

the aforementioned vehicle. The primary non-complaints and violations include, but are not limited to:

1. Defective engine;
2. Defective electrical system;
3. Defective transmission;
4. Defective hatch;
5. Defective brakes;
6. Defective driver seat;
7. Defective seat belt;
8. Defective steering suspension system;
9. Defective air conditioning;
10. Defective headliner;
11. Defective interior trim;
12. Defective exterior trim; and,
13. Any additional complaints actually made, whether contained on your company's invoice or otherwise.

The non-complaints listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an intractable white elephant to be reluctantly repaired and whose operation is fraught with apprehension. *Zabala v. Chevrolet, Inc. v. Smith*, 240 A.2d 196.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconveniences, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. *Risher v. Moore*, 491 So.2d 204.

My client's repair history clearly shows there was a breach of written warranty "based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty." *Kum v. Chevrolet Motor Division*, 581 P.2d 603, 608.

Therefore you are hereby notified that my client is revoking acceptance of the vehicle. Please return all funds paid towards the vehicle, cancel all applicable contracts, and compensate

my client for the damages sustained to date. This letter also constitutes prior direct written notification of the defects within my client's vehicle and of my client's intent to pursue a claim pursuant to A.R.S. §44-1201 et seq. If you have "final opportunity rights" under A.R.S. §44-1204 (C), and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

Please be advised that under U.C.C. § 2-701(3) my client has a security interest in the car for return of the total amount shown, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will be subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Arizona Consumer Fraud statutes.

If the seller (or, if applicable, the assignor, or any creditor subject to the FIC Holder Rule) has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has received acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

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

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

MSM/d
C/o Allen Treadwell



Marshall Meyers
KROHN & MOSS, LTD.
111 W. Monroe, Ste. 1124
Phoenix, AZ 85003
(602) 275-5588
Attorney No. 020584
mmeyers@consumerlawcenter.net

COPY
MAY 13 2003
MARSHALL MEYERS
DEPUTY CLERK

*In The Superior Court Of The State Of Arizona,
In And For The County Of Maricopa*

[Redacted]
Plaintiff(s),
vs.
FORD MOTOR COMPANY,
Defendant(s).

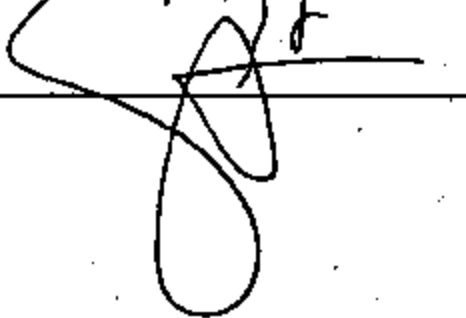
CV2003-009424

NO. _____

**CERTIFICATE OF
COMPULSORY ARBITRATION**

The undersigned certifies that he or she knows dollar limits
and any other limitations set forth by the local rules of practice for
the applicable superior court, and further certifies that this case
(is) / (is not) subject to compulsory arbitration, as provided by
Rules 72 through 76 of the Arizona Rules of Civil Procedure.

Submitted this 13th day of May, 2003

By: 

Marshall Meyers
KROHN & MOSS, LTD.
111 W. Monroe, Ste. 1124
Phoenix, AZ 85003
(602) 275-5588
Attorney No. 020584
mmeyers@consumerlawcenter.net



COPY
MAY 18 2003
MARSHALL E. MEYERS, CLERK
DEPUTY CLERK

In The Superior Court Of The State Of Arizona,

In And For The County Of Maricopa

CV2003-009424

Plaintiff(s),

NO. _____

va.

FORD MOTOR COMPANY,

**PLAINTIFF'S DEMAND FOR
A TRIAL BY JURY**

Defendant(s).

Pursuant to 38(a) Ariz.R.Civ.P. Plaintiff(s) Allan Tramel, demands a trial by jury on all claims on which she has the right to trial by jury.

RESPECTFULLY SUBMITTED on this 13th day of May, 2003.

By: _____

Marshall Meyers
KROHN & MOSS, LTD.
111 W. Monroe, Ste. 1124
Phoenix, AZ 85003
(602) 275-5588
Attorney No. 020584
Attorney for Plaintiff: Allan Tramel

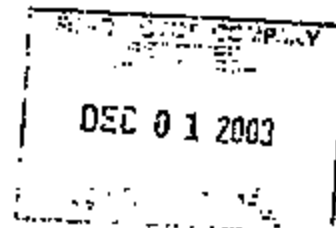
State Farm Insurance Companies



PO Box 8409
Rohnert Park, CA 94927-8403

November 18, 2003

Ford Motor Company
3 Parklane Blvd, Ste 400 P.T.W.
Dearborn, MI 48126



RE: Insured: Mona Dutt
Claim Number: 05-4972-313
Date of Loss: October 22, 2003

Dear Legal Department:

This letter is about your file number 1426892953.

We believe that Ford Motor Company is responsible for our insured's vehicle stalling and our insured being unable to steer the vehicle. This is supported by your company's Technical Service Bulletin regarding this problem.

Enclosed are the documents to support the damage to our insured's vehicle as well as the documents to support the damages to the vehicle hit by our insured when he was unable to steer his vehicle. Please send your payment of \$1280.30 at your earliest convenience.

Sincerely,

Cathy Kinser
Claim Representative, Subrogation
(707) 588-4610

State Farm Mutual Automobile Insurance Company

ck

Encl: Documentation

REDACTED



RBZ0006Z
date: 11-18-03

page: 1

route co: Jason Sotelo

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

AUTO PAYMENTS BY COL

claim number

05-4572-311

policy number

0239-854-05D

date of loss

10-22-03

COL 400

C denotes consolidated payment

E denotes EFT payment

P denotes previous date

col: 400 indemnity: 298.93 dr rcv: 0.00 expense: 0.00

payment number	payee	amount	status	col	pay cd	ran	reporting party
102434203J	MONA DUTT & RAN	298.93	O/S	400	1		Named Insu

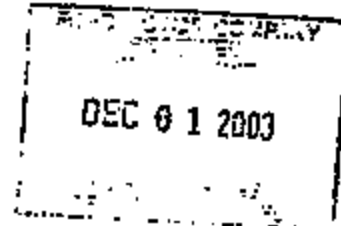
State Farm Insurance Companies



PO Box 6408
Rohnert Park, CA 94927-6403

November 18, 2003

Ford Motor Company
3 Parklane Blvd, Ste 400 P.T.W.
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Enclosed are the documents to support the damage to our insured's vehicle as well as the documents to support the damages to the vehicle hit by our insured when he was unable to steer his vehicle. Please send your payment of \$1280.30 at your earliest convenience.

Sincerely,

Cathy Kinser
Claim Representative, Subrogation
(707) 588-4610

State Farm Mutual Automobile Insurance Company

ck

Encl: Documentation

REDACTED

Appendix F

**Information in electronic format on
enclosed CD.**

File name: 2004-01-16_F

Appendix G

**Information in electronic format on
enclosed CD.**

File name: 2004-01-16_G

Next/Previous Article (N/P): _ Article #: ISM 03-12-104 Date: 12/15/2003
 Symptom: 6 01 DRVABL NO CRANK
 Year Vt Fm Vi Mdl Trans Engine Calib Axle
 Criteria: 2001 T MR 3.0L DUR

ENGINE QUIT-NO CRANK-OTHER ELECT-CHECK C134 CKT351OR296

***** SUPERCHEDS ISM 03-04-026 *****

SOME 2001-2004 ESCAPES WITH THE 3.0 DURATEC ENGINE MAY EXHIBIT AN INTERMITTANT ENGINE QUITTING (WILL RESTART), NO CRANK OR VARIOUS OTHER ELECTRICAL CONCERNS. THIS MAY BE CAUSED BY A WIRE CHAFE OR CORROSION AT C134. IT MAY ALSO CAUSE REPEAT PCM FAILURE. TO SERVICE DISCONNECT CONNECTOR, CHECK PINS, TERMINALS AND CHECK WIRING ON BOTH SIDES. CHECK CIRCUIT 351(VREF) AND CIRCUIT 296 FOR SHORTS TO GROUND.

Next/Previous Article (N/P): _ Article #: ISM 03-04-026 Date: 04/23/2003
 Symptom: 6 99 DRVABL N/L DRIVE
 Year Vt Fm Vi Mdl Trans Engine Calib Axle
 Criteria: 2001 T MR 3.0L DUR

**** MESSAGE DELETED FOR ISM 03-12-104 -- 12/16/03 ****

SOME 2001-2003 3.0/2.0L ESCAPES MAY EXHIBIT NO CRANK/NO COMMUNICATION/STALL CONCERN. THE VEHICLE MAY HAVE REPEAT PCM FAILURE. CHECK FOR HARNESS CHAFE NEAR CONNECTOR C134. VREF CIRCUIT 351 MAY SHORT TO GROUND, OR POSSIBLY CIRCUIT 296. IF UNABLE TO LOCATE HARNESS CONCERN AFTER MULTIPLE PCM FAILURES REPLACE THE HARNESS.

Next/Previous Article (N/P): _ Article #: ISM 03-02-039 Date: 02/25/2003
 Symptom: 6 07 DRVABL STALL/QUITS
 Year Vt Fm Vi Mdl Trans Engine Calib Axle
 Criteria: 2001 T MR 3.0L DUR

01-03 ESCAPE 3.0L-ROLL/ROUGH IDLE-STALLS-CHECK G104/105 SOME 2001-2003 ESCAPES WITH THE 3.0 DURATEC ENGINE MAY EXHIBIT AN INTERMITTENT ROLLING IDLE, RUNS ROUGH OR STALL. THIS MAY BE CAUSED BY A LOOSE GROUND, G104/105 UNDERNEATH THE BATTERY TRAY. CHECK TO MAKE SURE THE GROUND AND BRACKET ARE SECURED PROPERLY.