

**ICCD - PE03-044
(Responsive)**

CUSTOMER HISTORY

VIN: 1FTNW21F51ED38176 B/NA 30 DIS/60 DIS** : 37/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:
Build Date: 05/15/2001 Value for Money Sat.* - 30DIS/60DIS** : 99/NA Year/Model: 2001 F Series
SD
Cust. Phone: Purchase Date: 07/21/2001 Overall Engine Sat.* - 30DIS/60DIS** : 2/NA (407) 574-
8648
Cust. Address: Courtesy Ford Overall Trans Sat.* - 30DIS/60DIS** : 99/NA Dealer Name: 1489
TIMBERCREST DR
Cust. City: DELTONA, FL Dealer Phone: (407) 328-6000 Recommend Dealer - Sales* -
30DIS/60DIS** : 99/NA
Gender: Mileage - 30 DIS/60 DIS: Recommend Ford Product* - 30DIS/60DIS** : 99/NA 2000/NA
Male

Date Repair Comments Repair Order

07/19/2001 No Comment 060273

Action

Customer Handling Comments Issue ID DIS Status Required

window squeak/rattle/scrape 8/27/2001 (AGENT LMASTRAN)

This concern was discussed with the customer and no agent action is required.

ACTIVE None 30

engine hesitates/burges when accelerating 8/27/2001 (AGENT LMASTRAN)

This concern was discussed with the customer and no agent action is required.

ACTIVE None 30

molding/ext. trim loose/miseng 8/27/2001 (AGENT LMASTRAN)

This concern was discussed with the customer and it was repaired to his satisfaction.

8/27/2001 (AGENT LMASTRAN)

As this was repaired to the customer's satisfaction, no agent action is required.

8/28/2001 (CRS JPOOLE)

I CAN'T UNDERSTAND WHAT THE PROBLEM IS- YOU MENTION A TRIM PIECE ON THE
BUMPER AND

THEN MENTION A TRIM PIECE ON THE DOOR- WHAT IS THE PROBLEM?

RETIRED None 30

Cust. Contact Date:

Concern Comment:

08/27/2001 Containment Status: Contained Agent ID: mastran

Approximately three days after the customer took possession of his vehicle, he was noticing the
vehicle would hesitate during acceleration. The customer indicated whenever he
was at a dead stop or coasting at a slow speed and try to accelerate, the service engine light
would illuminate and when the gas pedal was depressed, the truck would not move.

He said he even pushed the gas pedal to the floor and nothing would happen. Once the service
engine light would go off, the truck will go ahead. This was an intermittent

concern, occurring about six or seven times out of a day. The air conditioner was on when the
concern would occur. This was mentioned to the dealership who had the vehicle
for a total of approximately ten days. Since Friday, the customer has not experienced the same
concern, but is keeping an eye on the truck.

ICCD Survey Source:

CHRISTENSEN Champion: 3 (High) SIF**:

Date Engineering Action Comments

THE DEALER REPLACED THE IVS SWITCH AND THE ACCL PEDAL. 08/28/2001

CUSTOMER HISTORY

VIN: 1FTSW31P33EB97378 9/NA/NA ICCD/ICCD+/CVP DIS**: 38/NA/NA Vehicle
Product Quality Sat.* ICCD/ICCD+/CVP **:
Year/Model: 2003 F Series SD Build Date: 12/07/2002 Increase SAT to 9 or 10: NA/NA
Cust. Phone: Purchase Date: 12/16/2002
Cust. Address: Dealer Name: Keesee Motor Co
Cust. City: Dealer Phone: (970) 565-8431 MANCOS, CO
Gender: DK Mileage - ICCD/ICCD+/CVP: 500/NA/NA
Date Repair Comments Repair Order
01/02/2003 INTERMITTANT OPEN CIRCUIT IN TPS.EEC (QUICK TEST) -
DIAGNOSIS 053062
04/18/2003 OPEN CIRCUIT IN SPEAKER. SPEAKER(S)-RADIO - REPLACE 055362
04/18/2003 PERFORMED RECALL 03B08 055362
04/18/2003 PERFORMED RECALL 03B08 055362
04/18/2003 PERFORMED RECALL 57B98 055362

Cust. Contact Date:

Concern Comment:

01/21/2003 Containment Status: Not Contained Agent ID: rmcginn

During the first week of purchase, the customer noticed the vehicle would not move while pressing on the accelerator. The customer said the concern occurred intermittently.

The customer said it felt as though the vehicle was not getting fuel at times. The check engine light was illuminated at the time of the concern. The vehicle was taken to the purchase dealer and they said a sensor underneath the accelerator was not working properly. The customer was unsure of the repair work performed, but said the dealer is going to mail him the service report.

ICCD Survey Source:

NONE Champion: 9 (High) SIF**:

Vehicle Specific Questions

ISS Matrix by Individual Customer Concern

Report criteria:

VIN: 1FTSW31F2XEE90000

Include: All concerns (open/closed)

Categorize by: J.D.Power reference

Sample size: 1 / 1

VIN

Mileage:

Interim Permanent

Primary driver

City, state

Opened Build

Rep. sched. Bin

Purchased

DIS

Service manager

Dealer phone

Closed

Concern status

Closure type

Concern comment Repair comment

Dealer name

Resolution champion

Model

Root cause

action action

ENGINE

EN2A D36 — Hesitates / surges when accelerating

The dealer replaced the sensor for the throttle on the 7.3L diesel engine.

RO# 032381

09/21/99

Engineering

1FTSW31F2XEE90000

Trisha

EMMETT, ID

06/11/99

08/21/99

2300

09/21/99

Closed

Repaired (repair date and comment required)

30 (31) (350) Customer stated that within the first week of service, she noticed that the 7.3L diesel engine in her new crew cab would hesitate when she would start it up and push on the gas pedal to accelerate. This concern only happened to her twice, both times the engine was warm and had only been sitting for a few minutes. There were no warning lights associated with this concern. The customer had returned her vehicle to the selling dealer to have running boards installed and the service manager also noticed that the engine was hesitating at start up. The selling dealer replaced the sensor for the throttle.

GENTRY FORD SALES INC

Ernie Sametz

F-250 .. F-550 1999

ECR Matrix by Individual Customer Concern

VIN: 1FTNX20FXEE63875

Include: All concerns (open/closed)

Categorize by: J.D.Power reference

Sample size: 1 / 1

VIN

Mileage:

Interim Permanent

Primary driver

City, state

Opened Build

Rep. sched. B/n

Purchased

DIS

Service manager

Dealer phone

Closed

Concern status

Closure type

Concern comment Repair comment

Dealer name

Resolution champion

Model

Root cause

action action

ENGINE

EN3A D21 -- Stalls

RO# 203153 Replaced pedal and sensor.

08/19/99

Supplier

1FTNX20FXEE63875

██████████
DANDRIDGE, TN

██████████
05/11/99

05/18/99

4800 08/23/99

08/31/99

Closed

Repaired (repair date and comment required)

90 (93) (250) Customer stated that the 7.3L diesel engine on his new super cab has stalled twice on him. The first time was when he was driving away from the dealership. ██████████ stated that he was accelerating up to highway speed and the engine momentarily stalled, but instantly started up again. ██████████

██████████ thought at that time that it may have been air in the fuel system.

About one week ago, when ██████████ was traveling on the highway at approximately 70 mph, the engine stalled completely. The customer stated that all the instrument panel lights came on at that time. By the time ██████████

██████████ made it over to the side of the road, the 7.3L diesel engine restarted.

██████████ has notified Ted Russell Ford in Knoxville, TN of this concern and a repair date of Aug. 23rd has been set.

TED RUSSELL FORD INC

Scott Wieland F-250 .. F-550 1999

ECR Matrix by Individual Customer Concern

Report criteria:

VIN: 1FTSW30F2XED15036

Include: All concerns (open/closed)

Categorize by: J.D.Power reference

Sample size: 1 / 1

VIN

Mileage:

Interim Permanent

Primary driver

City, state

Opened Build

Rep. sched. Bin

Purchased

DIS

Service manager

Dealer phone

Closed

Concern status

Closure type

Concern comment Repair comment

Dealer name

Resolution champion

Model

Root cause

action action

ENGINE

EN3A D21 -- Stalls

02/17/99 Replace pedal assy

Supplier quality

Supplier

1FTSW30F2XED15036

HILLSBORO, TX

12/21/98

01/15/99

1500

02/17/99

Closed

Customer will schedule repair when convenient

30 (33) (350) Customer stated that the 7.3L diesel engine in his crew cab F-350

has stalled twice. The customer was driving on the highway at

approximately 65-70 mph, and the engine was fully warm on both

occasions. [REDACTED] stated that the weather was clear and calm on

both days. He uses diesel fuel from truck stops and he is unaware of the

grade of fuel (#1 or #2). The engine will slow to 500 rpms and it will not

change. On both occasions, [REDACTED] has pulled over to the side of the

road, and waited for this concern to stop. The engine does not die

completely, and within a few minutes the engine resumes normal function.

[REDACTED] will return his F-350 to the dealer of purchase at his own

convenience. LLOYD FORD Scott Wieland F-250 .. F-550 1999 Pedal assy failure

**ICCD - PE03-044
(Ambiguous)**

CUSTOMER HISTORY

VIN: 1FMNU42F72EA85763 8/NA 30 DIS/60 DIS**: 18/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:

Year/Model: 2002 Excursion Build Date: 10/01/2001 Increase SAT to 9 or 10: /NA/NA

Cust. Phone: Purchase Date: 10/18/2001

Cust. Address: Dealer Name: Vista Ford of Oxnard

Cust. City: Dealer Phone: (805) 983-6511 CAMARILLO, CA

Gender: DK Mileage - 30 DIS/60 DIS: 1000/NA

Date Repair Comments Repair Order

10/25/2001 ROTOR SHIELDS LOOSE, VERIFIED CONCERN, ADJUST FRONT ROTOR
SHIELDS 033358

Cust. Contact Date:

Concern Comment:

11/06/2001 Containment Status: Contained Agent ID: mcginn3

Since the day of purchase, the customer noticed the vehicle is surging and pulsating. The concern is constant when accelerating between 20 and 45 mph. The vehicle is equipped with a 7.3L diesel engine. Also, the customer notice the " coil light" illuminated when the concern occurs. said it feels like a filter is clogged. There are no other contributing factors associated with the concern. The vehicle will be taken to the purchase dealer when convenient.

ICCD Survey Source:

J. WILLIAMS Champion: 3 (High) SIF**:

Date Engineering Action Comments

SUSP. A FAULTY TPS- RETURN VEH. TO DEALER FOR REPAIRS. 11/06/2001

CUSTOMER HISTORY

VIN: 1FMSU43F42EA53340 DK/NA 30 DIS/60 DIS**: 15/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:

Year/Model: 2002 Excursion Build Date: 09/10/2001 Increase SAT to 9 or 10: /NA/NA

Cust. Phone: Purchase Date: 10/22/2001

Cust. Address: Dealer Name: Brien Motora Inc

Cust. City: Dealer Phone: (425) 743-3421 LYNNWOOD, WA

Gender: Female Mileage - 30 DIS/60 DIS: 400/NA

Date Repair Comments Repair Order

10/25/2001 REFIN DOOR AND RESTRIPE M TIME TO RI ALL TRIM 088265

10/25/2001 No Comment 088265

Cust. Contact Date:

Concern Comment:

11/06/2001 Containment Status: Contained Agent ID: cwarra17

Shortly after purchase, the customer said that she began to notice the engine in her vehicle hesitating while accelerating. The concern is constant. The customer said that the vehicle seems as if it is missing. There are no other visible characteristics that contribute to the concern. The vehicle is at the purchase dealership for repairs.

ICCD Survey Source:

CHRISTENSEN Champion: 2 (Medium) SIF**:

Date Engineering Action Comments

SUSP. A FAULTY TPS- RETURN VEH. TO DEALER FOR REPAIRS. 11/07/2001

CUSTOMER HISTORY

VIN: 1FTNW21F32EA11065 9/NA 30 DIS/60 DIS**: 30/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:

Year/Model: 2002 F Series SD Build Date: 08/10/2001 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: 09/12/2001

Cust. Address: Dealer Name: Golding Motors Inc

Cust. City: Dealer Phone: (915) 372-5707 FORT WORTH, TX

Gender: DK Mileage - 30 DIS/60 DIS: 4000/NA

Date Repair Comments Repair Order

09/28/2001 100 MILES PROBLE APPEARS RESOLVED AS FAR AS ENGINE RUNS ROUGH
ALL APPEARS NORMAL 078744

Cust. Contact Date:

Concern Comment:

10/12/2001 Containment Status: Contained Agent ID: mcginn3

Shortly after purchase, the customer noticed the vehicle would die out while trying to accelerate. The vehicle is equipped with a 7.3L diesel engine. The concern was constant at all speeds when accelerating. The concern occurred when the vehicle was warm or cold. No warning lights were illuminated. The vehicle was taken to the purchase dealer and they said a wire was grounding out which caused the concern. The wire was replaced.

ICCD Survey Source:

CHRISTENSEN Champlon: 2 (Medium) SIF**:

Date Engineering Action Comments

SUSP. A FAULTY THROTTLE POS. SENSOR- RETURN TO DEALER FOR EVALUATION.

10/15/2001

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTWW32F52EA08001 1/NA 30 DIS/60 DIS**: 24/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:

Year/Model: 2002 F Series SD Build Date: 08/04/2001 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: 09/22/2001

Cust. Address: Dealer Name: Satcher Motor Company

Cust. City: Dealer Phone: (803) 593-3700 SAVANNAH, GA

Gender: Male Mileage - 30 DIS/60 DIS: 2000/NA

Cust. Contact Date:

Concern Comment:

10/16/2001 Containment Status: Contained Agent ID: startsid

The customer is having a problem with the engine stalling. The concern is intermittent and first happened after 2000 miles and seems to a little more. The concern happened three times while I was on the phone with the customer. The customer has to stop put the vehicle in park then start it again. The concern first happened about one week ago. The customer uses the oil from the Ford service shop and uses diesel fuel. The concern seems to happen when the vehicle is moving at all speeds. The customer does not hear any noises associated with the concern. The vehicle will start right away once you stop. The engine temperature is warm when the concern is exhibited. The battery has been checked and is okay. The customer brought the vehicle to the dealer and they put a new accelerator piece in and changed the oil.

ICCD Survey Source:

CHRISTENSEN/WILLIAMS Champion: 3 (High) SIF**:

Date Engineering Action Comments

SUSP. A FAULTY THROTTLE POS. SENSOR- DEALER REPLACED. 10/17/2001

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTNW20F82EA85292 7/NA 30 DIS/60 DIS**: 16/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:

Year/Model: 2002 F Series SD Build Date: 10/04/2001 Increase SAT to 9 or 10: Y/NA/NA

Cust. Phone: Purchase Date: 11/17/2001

Cust. Address: Dealer Name: Flammer Ford of Spring Hill Inc

Cust. City: Dealer Phone: (352) 686-8255 WEST PALM BEACH, FL

Gender: Male Mileage - 30 DIS/60 DIS: 3400/NA

ICCD Comment: The customer would like more seating options.
7 Vehicle Product Quality SAT*:

Cust. Contact Date:

Concern Comment:

12/03/2001 Containment Status: Contained Agent ID: pgrizzl

Three days after the customer took possession of the vehicle, he noticed that the vehicle would surge and then hesitate. This is a constant concern that occurs at all speeds.

There are no weather conditions, nor are there any noises associated with this concern. The customer will address this concern with the dealership at his earliest convenience.

ICCD Survey Source:

WILLIAMS Champion: 2 (Medium) SIF**:

Date Engineering Action Comments

SUSP. A FAULTY THROTTLE POSITION SENSOR- RETURN VEH. TO DEALER FOR
EVALAUTION. 12/04/2001

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTNX20F22EA19155 10/NA 30 DIS/60 DIS**: 27/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:

Year/Model: 2002 F Series SD Build Date: 08/19/2001 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date [REDACTED] 08/30/2001

Cust. Address: [REDACTED] Dealer Name: Hibish Motor Co

Cust. City: Dealer Phone: (704) 938-3121 LYONS, GA [REDACTED]

Gender: Female Mileage - 30 DIS/60 DIS: 2200/NA

Date Repair Comments Repair Order

09/04/2001 RUN DIAG TESTS, REPLACE TP SENSOR, M TIME TO TRACE AND REPAIR
SHORTED WIRES 052618

Cust. Contact Date:

Concern Comment:

09/26/2001 Containment Status: Contained Agent ID: tchinnap

The customer had a concern with vehicle hesitating. The customer first noticed the concern about a week after purchase. The customer says when the concern occurs the only noise she hears is the engine revving. The customer says that the concern only occurred once before she took the vehicle into the dealer. The customer says that the concern occurred while she was driving. The customer says that she was travelling about 50 mph. She did take the vehicle into the dealership and had the concern repaired.

ICCD Survey Source:

CHRISTENSENWILLIAMS Champion: 0 (None) SIF**:

Date Engineering Action Comments

FAULTY THROTTLE POSITION SENSOR- DEALER REPLACED. 09/27/2001

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTNX21F82EB02215 7/NA 30 DIS/80 DIS** : 15/NA Vehicle Product Quality Sat.* 30
DIS/80 DIS**:

Year/Model: 2002 F Series SD Build Date: 10/27/2001 Increase SAT to 9 or 10: N/NA/NA

Cust. Phone: Purchase Date: 11/12/2001

Cust. Address: Dealer Name: Mountain Ford, Inc.

Cust. City: Dealer Phone: (704) 488-2171 BRYSON CITY, NC

Gender: Male Mileage - 30 DIS/80 DIS: 800/NA

Cust. Contact Date:

Concern Comment:

11/27/2001 Containment Status: Contained Agent ID: dhassan

Last weekend noticed his engine revving high. This is occurring when the vehicle is below 55 miles per hour and when the vehicle is idling. There are no leaks, and the customer has not used his A/C or defroster as yet. This is a constant concern, will address this with his dealer in the next two days.

ICCD Survey Source:

WILLIAMS Champion: 2 (Medium) SIF**:

Date Engineering Action Comments

SUSP. A FAULTY THROTTLE POSITION SENSOR- RETURN VEH. TO DEALER FOR EVALAUTION. 11/28/2001

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTNX21F72EA84882 9/NA 30 DIS/60 DIS**: 16/NA Vehicle Product Quality Sat.* 30
DIS/60 DIS**:

Year/Model: 2002 F Series SD Build Date: 09/12/2001 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: 10/10/2001

Cust. Address: Dealer Name: Bowen Scarff Ford Sales, Inc.

Cust. City: Dealer Phone: (206) 852-1480 WESTPORT, WA

Gender: Male Mileage - 30 DIS/60 DIS: 320/NA

Cust. Contact Date:

Concern Comment:

10/26/2001 Containment Status: Contained Agent ID: nagboola

On the first day of purchase, the customer noticed the vehicle was surging. This is a constant concern that happens when the customer wants to change gear. This occurs with A/C or Defrost on/off especially when the vehicle has travelled a couple of miles. This occurs at a speed of 35 to 37 mph and the customer does not know what the RPM reading is. The customer has checked his fluid level, and its fine. The customer said he will take this concern to his dealership at his earliest convenience.

ICCD Survey Source:

CHRISTENSEN Champion: 2 (Medium) SIF**:

Date Engineering Action Comments

SUSP. A FAULTY THROTTLE POSITION SENSOR- RETURN VEH. TO DEALER FOR REPAIRS. 10/29/2001

Cust. Contact Date:

Concern Comment:

10/28/2001 Containment Status: Not Contained Agent ID: nagboola

The customer likes the diesel engine of the vehicle.

ICCD Survey Source:

NONE Champion: SIF**:

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FMNU42P23EB44489 8/NA/NA ICCD/ICCD+/CVP DIS**: 30/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **:
Year/Model: 2003 Excursion Build Date: 11/19/2002 Increase SAT to 9 or 10: Y/NA
Cust. Phone: Purchase Date: 08/24/2003
Cust. Address: Dealer Name: Hollingsworth Richards Ford
Cust. City: Dealer Phone: (225) 927-5555 BATON ROUGE, LA
Gender: Male Mileage - ICCD/ICCD+/CVP: 1900/NA/NA

ICCD Comment: The customer would have rated the vehicle higher if not for the recall issues
with the new diesel.

8 Vehicle Product Quality SAT*:

Cust. Contact Date:

Concern Comment:

07/24/2003 Containment Status: Not Contained Agent ID: cwarre1

Since purchase, the customer has noticed that the vehicle has no pedal response when
accelerating from a complete stop. The concern is constant at initial start-up, and
intermittent once the engine has warmed. The concern lasts a few seconds. There are no
warning lights illuminating, unusual noises, or apparent fluid leaks. There are no other
apparent conditions that contribute to the concern. The customer has not noticed any gauge
readings, or if the climate controls were engaged during the concern. The concern
has been addressed by the purchase dealership once. A computer was reprogrammed. The
concern still exists. The customer is aware of the recall issues. The customer is
waiting on a response from the dealer. He would appreciate any help from the plant.

ICCD Survey Source:

NONE Champion: 2 (Medium) SIF**:

CUSTOMER HISTORY

VIN: 1FMNU44P43EC96202 9/NA/NA ICCD/ICCD+/CVP DIS**: 31/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **: [REDACTED]

Year/Model: 2003 Excursion Build Date: 04/09/2003 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: [REDACTED] 04/23/2003

Cust. Address: [REDACTED] Dealer Name: Akins Ford Corp

Cust. City: Dealer Phone: (770) 867-9136 KEY WEST, FL [REDACTED]

Gender: Male Mileage - ICCD/ICCD+/CVP: 1170/NA/NA

Cust. Contact Date:

Concern Comment:

05/24/2003 Containment Status: Not Contained Agent ID: cwarre1

Since purchase, the customer has noticed a lack of power when accelerating after starting the vehicle and letting it sit idle for a short while. The concern is intermittent. The customer said that there is no pedal response, and the vehicle would not exceed RPM levels of 1500. The customer said that he can shut the vehicle off and turn it back on again to regain power. There are no warning lights illuminating, unusual noises, or apparent fluid leaks. The customer was unsure of if the climate control functions were engaged, or of any gauge readings during the concern. The purchase dealership alerted the customer to the vehicles recall issues. The customer is patiently waiting for a response from the dealer and Ford.

ICCD Survey Source:

NONE Champion: 2 (Medium) SIF**:

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FMNU44P93EB83359 9/NA/NA ICCD/ICCD+/CVP DIS**: 30/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **: [REDACTED]
Year/Model: 2003 Excursion Build Date: 01/02/2003 Increase SAT to 9 or 10: NA/NA
Cust. Phone: Purchase Date: [REDACTED] 04/21/2003
Cust. Address: [REDACTED] Dealer Name: Holmes Tuttle Ford
Cust. City: Dealer Phone: (520) 292-3600 GREEN VALLEY, AZ [REDACTED]
Gender: Male Mileage - ICCD/ICCD+/CVP: 1400/NA/NA
Date Repair Comments Repair Order
06/09/2003 2648 CC 33 MTIME NO OPS, INSPECT PARKING BRAKE CABLE AND FOUND
PARKING BRAKE SHOES LOOSE. ADJUST PARKING BRAKE PADS ON PARKING 612179

Cust. Contact Date:

Concern Comment:

05/21/2003 Containment Status: Not Contained Agent ID: cwarre1

Since purchase, the customer has noticed that the vehicle has no pedal response in certain situations. The vehicle will not move after being in reverse and going into drive for a few seconds. The customer has to press the accelerator hard to get the vehicle to respond. The concern is constant. Also, the vehicle will not move when being started after sitting on an incline. The concern is constant, and lasts for a few seconds. The customer has to press the accelerator hard to get the vehicle to respond. There are no warning lights, unusual noises, or apparent fluid leaks. The customer is unsure of if the climate control are engaged, or of any gauge readings during the concern. Engine temperature or weather is not a factor. There have been no after-market modifications. The customer has not checked any fluid levels. The customer plans to have the purchase dealership address the concerns at his convenience.

ICCD Survey Source:

NONE Champion: 2 (Medium) SIF**:

CUSTOMER HISTORY

VIN: 1FMSU43P13ED07578 8/NA/NA ICCD/ICCD+/CVP DIS**: 30/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **: [REDACTED]

Year/Model: 2003 Excursion Build Date: 04/22/2003 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: [REDACTED] 05/08/2003

Cust. Address: [REDACTED] Dealer Name: Cogswell Mtrs Inc

Cust. City: Dealer Phone: (479) 988-2665 DANVILLE, AR [REDACTED]

Gender: Male Mileage - ICCD/ICCD+/CVP: 1300/NA/NA

Date Repair Comments Repair Order

05/02/2003 REPLACE MISSING MAT 169041

05/08/2003 REPLACE MISSING CARGO MAT LISTED ON LOOSE ITEMS LIST 169272

Cust. Contact Date:

Concern Comment:

06/07/2003 Containment Status: Not Contained Agent ID: cwarre1

Since purchase, the customer has noticed that the vehicle lacks power after a cold start. The concern is constant. The customer says that there is no pedal response, and that he has to shut the vehicle off and restart it to regain power. There are no warning lights illuminating, unusual noises, or apparent fluid leaks. The customer was unsure of any gauge readings, or if the climate controls were engaged during the concern. There are no other apparent factors that contribute to the concern. The customer is a loyal Ford customer and is aware of the concern via the Internet. He is waiting on a fix from Ford, and will have the purchase dealership address the concern when he is made aware of a fix.

ICCD Survey Source:

NONE Champion: 1 (Low) SIF**:

CUSTOMER HISTORY

VIN: 1FMSU45P83EC54438 9/NA/NA ICCD/ICCD+/CVP DIS**: 32/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **: [REDACTED]

Year/Model: 2003 Excursion Build Date: 03/10/2003 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: [REDACTED] 04/17/2003

Cust. Address: [REDACTED] Dealer Name: Jim Burke Ford

Cust. City: Dealer Phone: (861) 328-3600 BAKERSFIELD, CA [REDACTED]

Gender: Female Mileage - ICCD/ICCD+/CVP: DK/NA/NA

Date Repair Comments Repair Order

08/25/2003 OUT OF ADJUSTMENT ADJUSTED DOOR STRIKER, RECHECK OK 020712

Cust. Contact Date:

Concern Comment:

05/19/2003 Containment Status: Not Contained Agent ID: cwarre1

The day after purchase, the customer said that the vehicle lost power for a few seconds while she was driving. The concern has occurred only once. The customer said there was no pedal response. There were no warning lights illuminated, unusual noises, or apparent fluid leaks. The customer was unsure of if the climate controls were engaged, or of any gauge readings. The customer plans to keep an eye on the vehicle, and will have the purchase dealership address the concern if it arises again.

ICCD Survey Source:

NONE Champion: 2 (Medium) SIF**:

CUSTOMER HISTORY

VIN: 1FMSU45P93EB66711 9/NA/NA ICCD/ICCD+/CVP DIS**: 19/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **:
Year/Model: 2003 Excursion Build Date: 12/13/2002 Increase SAT to 9 or 10: NA/NA
Cust. Phone: Purchase Date: 01/02/2003
Cust. Address: Dealer Name: Brighton Ford, Inc.
Cust. City: Dealer Phone: (303) 859-3434 KEENESBURG, CO
Gender: Male Mileage - ICCD/ICCD+/CVP: 2000/NA/NA
Date Repair Comments Repair Order
02/03/2003 REPLACED THROTTLE PEDAL 016908
04/21/2003 No Comment 019202
04/30/2003 INJECTION CONTROL PRESSURE RECALL 017941
04/30/2003 CALIBRATION RECALL 017941
04/30/2003 FREE OIL + FILTER CHANGE RECALL 017941
05/23/2003 ADJUSTED TURBO 020312

Cust. Contact Date:

Concern Comment:

01/21/2003 Containment Status: Not Contained Agent ID: cwarra1

At purchase, and prior to purchasing the vehicle, the customer had been informed that the new 6.0L diesel engine does not have "lag" when accelerating from a complete stop. Since purchase, the customer noticed that the vehicle has "lag" for about 4 or 5 seconds before the turbo kicks in. The concern is more severe when the vehicle is pulling. There are no apparent characteristics that contribute to the concern, and the performance of the vehicle is otherwise fine. The vehicle was put through diagnostic tests at around 500 or 600 miles in service, but nothing was found out to be wrong. The customer plans to have the purchase dealership address the concern at the vehicles first oil change.

ICCD Survey Source:

NONE Champion: 2 (Medium) SIF**:

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTWW33F83EA46340 10/NA 30 DIS/60 DIS**: 15/NA Vehicle Product Quality Sat.* 30 DIS/60 DIS**:

Year/Model: 2003 F Series SD Build Date: 08/30/2002 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: 08/11/2002

Cust. Address: Dealer Name: Bill Holt Ford, Inc.

Cust. City: Dealer Phone: (706) 632-8900 BLUE RIDGE, GA

Gender: Male Mileage - 30 DIS/60 DIS: 700/NA

Date Repair Comments Repair Order

10/16/2002 CK FOR CRANK, NO START-CK ALL UNDER HOOD CONNECTORS, CK FOR BLOWN FUSE AT CENTRAL JUNCTION BOX-FOUND FUSE F2.64 BLOWN-TEST CIRCUIT FOR AMP DRAW OVER 60 AMPS-USED EVTM TO DETERMINE WHICH CIRCUITS POWERED BY F2.64, FOUND FUEL HEATER CAUSE OF SHORT-R+R FUEL FILTER + HOUSING, FOUND POWER WIRE INSULATION STRIPPED AND GROUND AGAINST FILTER HOUSING-REPL FUEL HEATER + HEATER THERMO. FUEL WATER SENSOR-REPL

084924

06/05/2003 1 REPLACED ADJUSTABLE ACCELERATOR PEDAL SENSOR AND CLEARED CODES. 03B03B, .4 HRS. 049847

Cust. Contact Date:

Concern Comment:

09/26/2002 Containment Status: Not Contained Agent ID: mcginn

Shortly after purchase, the customer noticed the 7.3L diesel engine was lacking power. The concern was noticed while pulling a small camper. No warning lights, leaks or noises were associated with the concern. The concern was noticed after filling the vehicle with fuel for the second time. The vehicle came with a full tank of fuel and on that tank the customer pulled the same camper with no problem. The customer had a difficult time explaining the loss of power, but he has refueled for a third time and the vehicle will be taken to the purchase dealer when he returns from a trip. There are no after market features on the vehicle.

ICCD Survey Source:

NONE Champion: 0 (None) SIF**:

CUSTOMER HISTORY

VIN: 1FTWX32P83EC56684 9/NA/NA ICCD/ICCD+/CVP DIS**: 30/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **: [REDACTED]

Year/Model: 2003 F Series SD Build Date: 03/04/2003 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: [REDACTED] 03/18/2003

Cust. Address: [REDACTED] Dealer Name: Weber Motor Company

Cust. City: Dealer Phone: (361) 275-2311 EDNA, TX [REDACTED]

Gender: DK Mileage - ICCD/ICCD+/CVP: 2200/NA/NA

Date Repair Comments Repair Order

03/24/2003 VERIFIED CONCERN PERF SHEET 1-16 RETRIEVED CODE ON #5 PPT W9
INSTRUCTED TO R AND R EGR VALVE RETESTED NORMAL OPERATION
REMONITORIED

EGR PIDS AS INSTRUCTED ON PERF SHEET ON #8 ALL WITHIN RANGE ALL OTHER
TEST PASS CONCERN STILL PRESENT RAN OASIS FOUND SSM 16670
FOR BAD ICP SENSOR R AND R ICP RETESTED NORMAL 8088

011090

04/18/2003 PERF PERFORMANCE SHEET 1-14 NOT ACTING UP ALL PASS TEST FOUND
REFLASH FOR PCM CONCERN 8088 011173

04/16/2003 PERF HARD START DIAG RESET TRANS TABLE FOR SHIFT RETESTED
NORMAL OPERATION 8088 011173

05/10/2003 PERF HARD START WORK SHEET ALL TEST PASSED 1-12 TEST DROVE
MONITORIED PIDS ALL PIDS OK PERF ALT CHARGING TEST ALT CHARGING OK
LOAD TESTED BATTERY BOTH BATTERIES OK NO DRAW PRESENT 8088

011251

Cust. Contact Date:

Concern Comment:

04/17/2003 Containment Status: Not Contained Agent ID: rmoglnn

Since the day of purchase, the customer noticed the vehicle did not pick up speed and
accelerate right away. The customer said the vehicle would hesitate, jerk and then start
accelerating. The concern was constant when pressing on the accelerator. The vehicle was
taken to the purchase dealer and they replaced the linkage. The customer is
pleased with the repair.

ICCD Survey Source:

NONE Champion: 2 (Medium) SIF**:

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTSW31P33EB77735 10/NA/NA ICCD/ICCD+/CVP DIS**: 17/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **:
Year/Model: 2003 F Series SD Build Date: 01/14/2003 Increase SAT to 9 or 10: NA/NA
Cust. Phone: Purchase Date: [REDACTED] 01/24/2003
Cust. Address: [REDACTED] Dealer Name: Lincoln Trail Ford-Mercury
Cust. City: Dealer Phone: (217) 826-2346 OBLONG, IL [REDACTED]
Gender: DK Mileage - ICCD/ICCD+/CVP: 1400/NA/NA
Date Repair Comments Repair Order
01/27/2003 COOLER LINE LEAKING AT FILTER REPAIR LEAK AND REFILL SYSTEM TEST
DRIVE OK 008326
07/16/2003 REPL LOWER INNER COOLER HOSE AND CLAMP 011434
07/16/2003 REPL ACCEL PEDAL ASY 011434
07/16/2003 REPROGRAM PCM 011434

Cust. Contact Date:

Concern Comment:

02/10/2003 Containment Status: Not Contained Agent ID: mmoglnn

Around 250 miles, the customer noticed the vehicle stalled out while driving. No warning lights or noises were associated with the concern. The vehicle was towed to the purchase dealer and they said a coolant line on the transmission blew off and all the fluid ran out. The dealer reattached the line and replaced the lost fluid. The customer said he is satisfied with the repair.

ICCD Survey Source:

NONE Champion: 3 (High) SIF**:

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FTSW31P93EB38437 10/NA/NA ICCD/ICCD+/CVP DIS**: 43/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **:
Year/Model: 2003 F Series SD Build Date: 11/20/2002 Increase SAT to 9 or 10: NA/NA
Cust. Phone: Purchase Date: 12/02/2002
Cust. Address: Dealer Name: Desoto Ford-Mercury, Inc.
Cust. City: Dealer Phone: (863) 494-4848 ARCADIA, FL
Gender: Male Mileage - ICCD/ICCD+/CVP: DK/NA/NA
Date Repair Comments Repair Order
12/09/2002 LEAKING O RING LEAKING IN TRANNY LINE R AND R LINE AND REPLACE O
RING 022712
01/22/2003 CYL MISSING EEC (QUICK TEST) - DIAGNOSIS R ANDR INJECTOR 024659
03/27/2003 ACCEL PEDAL BAD + PCV HOSE LEAKS REPLACED ACCEL PEDAL +
REPLACED PCV HOSE- ROADTEST- OK 027904
06/23/2003 PERFORMED RECALL 03B05B X 031724
06/23/2003 PERFORMED RECALL 03B06B X 031724
06/23/2003 PERFORMED RECALL 57B98B X 031724

Cust. Contact Date:

Concern Comment:

01/14/2003 Containment Status: Not Contained Agent ID: mcginn

Since the day of purchase, the customer noticed the vehicle is hesitating when accelerating.
The concern is constant at the initial start when accelerating and when accelerating
from a complete stop. No warning lights, leaks or noises are associated with the concern. Also,
there are no after market features on the vehicle. The customer said it feels as
though there is a linkage gap. The vehicle will be taken to the purchase dealer when
convenient.

ICCD Survey Source:

NONE Champion: 2 (Medium) SIF**:

Vehicle Specific Questions

CUSTOMER HISTORY

VIN: 1FDWF36P03ED43313 10/NA/NA ICCD/ICCD+/CVP DIS**: 31/NA/NA Vehicle Product
Quality Sat.* ICCD/ICCD+/CVP **: [REDACTED]

Year/Model: 2003 F Series SD Build Date: 05/23/2003 Increase SAT to 9 or 10: NA/NA

Cust. Phone: Purchase Date: [REDACTED] 06/28/2003

Cust. Address: [REDACTED] Dealer Name: Gray-Daniels Ford

Cust. City: Dealer Phone: (601) 825-2801 ELLISVILLE, MS [REDACTED]

Gender: DK Mileage - ICCD/ICCD+/CVP: 7000/NA/NA

Cust. Contact Date:

Concern Comment:

07/29/2003 Containment Status: Not Contained Agent ID: rmcginn

On 7/24, the customer noticed the vehicle would not accelerate or pick up any speed. The concern was noticed while trying to accelerate on a highway. The customer said it felt like the vehicle was not getting any gas. No warning lights or noises were associated with the concern. The vehicle was taken to a local dealer and they said an electronic module that controls the acceleration was bad. The dealer replaced the module and the customer said time will tell if the concern is fixed.

ICCD Survey Source:

NONE Champion: 1 (Low) SIF**:

Vehicle Specific Questions

ICCD Matrix by Individual Customer Concerns

Report criteria:

VIN: 1FTWW33F6XED75808 **Include:** All concerns (open/closed) **Categorize by:** J.D.Power reference

Sample size: 1 / 1

VIN

Mileage:

Interim Permanent

Primary driver

City, state

Opened Build

Rep. sched. Bln

Purchased

DIS

Service manager

Dealer phone

Closed

Concern status

Closure type

Concern comment Repair comment

Dealer name

Resolution champion

Model

Root cause

action action

ENGINE

EN2A D36 -- Hesitates / surges when accelerating

RO# 99007

05/08/99

Supplier

1FTWW33F6XED75808

INDIANAPOLIS, IN

02/23/99

02/27/99

6000

05/21/99

Closed

Repaired (repair date and comment required)

60 (68)

350 Yesterday, [REDACTED] was driving on the highway at speeds of 55 mph. He stated with no warning the vehicle started to hesitate, surge and stall. Customer stated that it seemed as if the vehicle had water in the fuel. He noticed before the concern that the rpms were at 2200. Then, after the concern, he could push the accelerator pedal to the floor and the vehicle would not accelerate any more than 5 to 10 mph or exceed 1000 rpms. This automatic diesel vehicle was fully warm. Customer took his vehicle to Jared Ford in Plant City, Florida. The service dealer told him that his vehicle had fuel injector, glow plugs and several other concerns. The vehicle is currently at this dealership being repaired.

LARRY BIRD FORD L-M INC

Scott Wieland

F-250 .. F-550 1999

ICCD Matrix by Individual Customer Concerns

Report criteria:

VIN: 1FTSW31F2XEC83977 **Include:** All concerns (open/closed) **Categorize by:** J.D.Power reference

Sample size: 1 / 1

VIN

Mileage:

Interim Permanent

Primary driver

City, state

Opened Build

Rep. sched. Bin

Purchased

DIS

Service manager

Dealer phone

Closed

Concern status

Closure type

Concern comment Repair comment

Dealer name

Resolution champion

Model

Root cause

action action

ENGINE

EN3A D21 - Stalls

Dealer replaced the throttle positioning and crank shaft sensors. RO# 053704

02/09/99 Replaced Throttle assy. Supplier

1FTSW31F2XEC83977

PRINEVILLE, OR

11/20/98

01/09/99

800

02/09/99

Closed

Repaired (repair date and comment required)

30 (31)

(350) Customer stated at 400 miles his vehicle began to stall. The vehicle has a 7.3L with an automatic. Speed and road conditions are not factors. The check engine light does illuminate before the vehicle stalls out. Wright Ford repaired the vehicle.

DAMEROW BEAVERTON FORD

Scott Wieland

F-250 .. F-350 1999

PE03-044
Lawsuit and Claims

Appendix F

1	MI	State of Michigan; 3rd Circuit Court; Docket No. 03 - unknown	12/29/2002 1/03/2003 1/09/2003	03/10/2003	F-350	2002	1FT8F31F62EA50223	28507 29585 29630	Lawsuit	Closed	No	No	0	0
2	TX	State of Texas, 3rd Judicial District Court, Case No. 02137	6/7/2002	08/11/2008	F-350	2001	1FT1W21F21ED26258	N/A	Lawsuit	Open	Yes	Yes	2	1
3	TX	N/A	6/7/2002	4/28/2003	F-350	2001	1FT1W21F21ED26258	12666 (1/18/03, less of replecorn nd)	Claim	Open	Yes	Yes	0	0
1	OK	State of Oklahoma, District Court; Case No. CJ 2003 8124	4/21/2003	10/03/2003	F-350	1999	1FT8X30F6XEA01239	Unknown	Lawsuit	Open	Yes	Yes	1	0
2	FL	N/A	8/29/2001	08/20/2003	F-350	2001	1FT1W33F1E030555	Unknown	Claim	Closed	Yes	Yes	1	0
3	MI	State of Michigan; Allegan County Circuit Court, Case No. 00 28189 CP	10/27/1999	12/21/2000	F-350	1999	1FT8F31F62EE6383	6033	Lawsuit	Closed	No	No	0	0
4	WI	State of Wisconsin, Portage County Circuit Court, Case No. 02 CV 185	2/25/2002	10/28/2002	F-350	2001	1FDWF87F01EA37439	10675	Lawsuit	Closed	No	No	0	0
5	PA	State of Pennsylvania, Philadelphia County Common Pleas Court, Case No. 002815	4/10/2000	03/21/2003	F-350	1998	1FT1W433F3XED03908	10350	Lawsuit	Closed	No	No	0	0

STATE OF MICHIGAN

IN THE 3RD CIRCUIT COURT FOR THE COUNTY OF WAYNE



Plaintiff,

-vs-

Case No. 03- CP
HON.

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

Defendants.

LAW OFFICES OF BRIAN P. PARKER
BRIAN P. PARKER (P48817)
Attorney for Plaintiff
30700 Telegraph Rd., Suite 1580
Bingham Farms, MI 48025
business (248) 642-8288/fax (248) 642-8875
website: www.lemonaid.com
e-mail: Lemonaid@ameritech.net

THERE IS NO OTHER CIVIL ACTION BETWEEN THESE PARTIES ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT PENDING IN THIS COURT. NOR HAS ANY SUCH ACTION BEEN PREVIOUSLY FILED AND DISMISSED OR TRANSFERRED AFTER HAVING BEEN ASSIGNED TO A JUDGE, NOR DO I KNOW OF ANY OTHER CIVIL ACTION, NOT BETWEEN THESE PARTIES, ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT THAT IS EITHER PENDING OR WAS PREVIOUSLY FILED AND DISMISSED, TRANSFERRED, OR OTHERWISE DISPOSED OF AFTER HAVING BEEN ASSIGNED TO A JUDGE IN THIS COURT.

COMPLAINT
DEMAND FOR JURY

NOW COMES Plaintiff, by and through his attorneys, The Law Offices of Brian P. Parker, P.C., and complains against the above-stated Defendants, and states in support

of said Complaint as follows:

GENERAL ALLEGATIONS

1. Plaintiff is an individual who resides in the City of Belleville, County of Wayne, State of Michigan.

2. Defendant, Ford Motor Company, is a corporation authorized to do business in the State of Michigan and is engaged in the manufacture, sale, and distribution of the Plaintiff's motor vehicle and related equipment and services, with its principal offices located in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Bill Brown Ford, Inc., ("Dealership"), is a corporation authorized to do business in the State of Michigan, and is an authorized Ford dealer and repair facility placing Ford products in to the stream of commerce and servicing Ford motor vehicles in the City of Plymouth, County of Wayne, State of Michigan.

4. Defendant, Jack Dammer Ford, Inc., ("Repair Facility"), is a corporation authorized to do business in the State of Michigan, and is an authorized Ford dealer and repair facility placing Ford products in to the stream of commerce and servicing Ford motor vehicles in the City of Wayne, County of Wayne, State of Michigan.

5. Defendant, Ford Motor Credit Corporation, ("Financier"), is a corporation authorized to finance and lease vehicles through dealerships such as Dealer, and at the time of Plaintiff's purchase, had its registered office located in the City of Dearborn, County of Wayne, Michigan and is subject to all of Plaintiff's claims and defenses against the Defendants and manufacturer, pursuant to MCLA 492.101, et seq.

6. On or about August 30, 2001, Plaintiff purchased a new 2002 Ford F-350

Pickup Truck, VIN# 1FTSF31F52EA50233, from the Defendant Dealer, which motor vehicle was manufactured and distributed by the Defendant, Ford Motor Company.

7. The vehicle is registered in the State of Michigan.

8. Plaintiff bought the vehicle primarily for personal, family, and/or household purposes.

9. Plaintiff's purchase of the vehicle was accompanied by express warranties offered by Defendant Dealer and Defendant Ford and extending to the Plaintiff.

10. Said warranties were part of the basis of the bargain of Plaintiff's contract for the purchase of the vehicle.

11. The basic and extended warranties covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.

12. In fact, when delivered, the subject vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted, including, but not limited to: **NUMEROUS TIMES SERVICED FOR ACCELERATOR PEDAL ASSEMBLY DEFECTS, ENGINE DEFECTS, DOOR TRIM/HANDLE DEFECTS, and the list is continuing.**

13. Despite the above prolonged time during which Defendants were given the opportunity to repair Plaintiff's vehicle, Defendants failed to repair the vehicle so as to bring it into conformity with the warranties set forth herein.

14. The defects experienced by Plaintiff with the vehicle substantially impaired its use, value and safety to the Plaintiff, and has shaken the Plaintiff's faith in the vehicle to

operate as dependable transportation.

15. Despite Plaintiff's repeated efforts to allow Defendants the opportunity to repair the vehicle, many nonconforming and defective conditions were not repaired and still exist.

16. Plaintiff directly notified defendants of the defective conditions of the vehicle on numerous occasions, including Plaintiff's notification to Defendant, Ford, that he desired a buy-back of the vehicle, wherein Defendant, Ford, failed and refused to buy back Plaintiff's defective vehicle and to reimburse Plaintiff pursuant to his rights under Michigan law.

17. This cause arises out of the Defendants' negligent repair, breaches of warranty and contract and violations of the enclosed statutes, as set forth in this Complaint.

18. Plaintiff seeks judgement against the Defendants in whatever amount in excess of \$25,000 that Plaintiff is entitled to, equitable relief and the costs and expenses of this action.

COUNT I
BREACH OF WARRANTY

19. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

20. Defendants are merchants with respect to motor vehicles under MCLA 440.2104.

21. The aforementioned motor vehicle purchased by Plaintiff was subject to implied warranties of merchantability under MCLA 440.2314.

22. Defendants also made certain express warranties and representations to

Plaintiff, both orally and in writing.

23. Said express and implied warranties included, but were not limited to the vehicles' reliability, merchantability, freedom from defects, that it was of sound quality and that any repairs or defects would be repaired within in a reasonable time.

24. The Defendants impliedly warranted that the subject vehicle would be merchantable and at least fit for the purpose for which it is used.

25. The Defendants breached this implied warranty by not supplying a vehicle which was merchantable and at least fit for the above enumerated purposes for which it is used.

26. As part of this transaction, Defendants also represented that certain express warranties were available to Plaintiff.

27. The express warranties have been breached by Defendants' failure to deliver the subject vehicle free from defects and by their failure to repair said defects within a reasonable time.

28. That the vehicle is still subject to future repairs and loss of use as a result of Defendant's failure to repair the vehicle as warranted.

29. As a result of the vehicle's many defects, it cannot be reasonably relied on by Plaintiff for the very purposes Plaintiff purchased the vehicle.

30. As a direct and proximate result of Defendants' various breaches of warranty, Plaintiff has suffered damages, including but not limited to: repair costs, loss of wages, interest and sales tax, loss of use of the vehicle, loss of value to the vehicle, inconvenience and the emotional trauma of dealing with the repair history of a new vehicle.

31. As a direct and proximate result of Defendants' various breaches of warranty, Plaintiff faces future inconvenience associated with the future repair work and down time, loss of a use, loss of value together with cost and attorney fees necessary to secure relief from Defendant's wrongful conduct.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, equitable relief, plus interest, costs and reasonable attorney fees.

COUNT II
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT

32. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

33. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act ("Warranty Act"), 15 U.S.C. § 2301(3).

34. Defendants are "suppliers" and "warrantor" as defined in the Warranty Act, 15 U.S.C. § 2301(4) and (5).

35. The aforescribed motor vehicle is a consumer product as defined in 15 USC §2301(1).

36. The express warranties more fully described hereinabove and pertaining to the vehicle is a "written warranty" as defined in the Warranty Act, 15 U.S.C. § 2301(6).

37. The actions of Defendants as hereinabove described and in failing to tender the subject vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitute a breach of the written and implied warranties

covering the vehicle and are a violation of the Magnuson-Moss Warranty Act.

38. Plaintiff has performed all things agreed to and required of him under the purchase agreement and warranty, except as may have been excused or prevented by the conduct of Defendants as herein alleged.

39. Defendants have had a reasonable opportunity to attempt to remedy the defects in the vehicle, but have failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.

40. As a proximate result of the misconduct of Defendants as alleged herein, and in an effort to protect his rights and to enforce the terms of the agreement as more particularly set forth above, it has become necessary for Plaintiff to employ the legal services of Law Offices of Brian Parker, P.C., and Plaintiff has incurred and continues to incur legal fees, costs and expenses in connection therewith.

41. As a direct and proximate result of the acts and omissions of defendants and each of them as set forth hereinabove, Plaintiff has been damaged as mentioned in an amount in excess of \$25,000.00.

42. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, in whatever amount above \$25,000 Plaintiff is found to be entitled, equitable relief, plus interest, costs and reasonable attorney fees.

COUNT III
BREACH OF WARRANTY OF FITNESS

43. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

44. At the time the parties executed their contract, Defendants had reason to know the particular purpose for which Plaintiff desired to use the subject vehicle.

45. Plaintiff relied upon Defendant's expertise in selecting the subject vehicle to conform to the Plaintiff's needs and requirements.

46. Defendants impliedly warranted that the vehicle would be fit for the purpose Plaintiff intended according to MCLA 440.2315.

47. This warranty has been breached in that the vehicle is not fit for the purpose Plaintiff intended as enumerated above.

48. Plaintiff has been damaged by this breach as enumerated above.

WHEREFORE, Plaintiff prays that this Honorable Court require Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with consequential damages, interest, costs and reasonable attorney fees.

COUNT IV **REVOCATION**

49. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

50. The non-conformities and repair history of the subject vehicle resulting from the breaches of warranty describe above have substantially impaired the value of the vehicle to the Plaintiff.

51. After numerous attempts by Defendants to cure the defects in the subject

vehicle, the Plaintiff now believes that said non-conformities cannot be seasonably or ever cured and he has lost confidence that the vehicle can be operated safely.

52. Due to the vehicle's lengthy repair history and continuing defects, Plaintiff has previously sought to revoke acceptance pursuant to MCLA 440.2608 and the return of the purchase price of the subject vehicle.

53. Defendants have refused to comply with the Plaintiff's demand for revocation and a refund of Plaintiff's purchase price.

54. With the filing of this Complaint, Plaintiff continues his demand of Defendants to allow him to return the vehicle in exchange for the purchase price and any costs or expenses associated with the sale, repair and return of the vehicle as allowed by law.

WHEREFORE, Plaintiff prays that this Honorable Court require Defendants to accept return of the subject vehicle and refund Plaintiff's purchase price, together with incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorney fees.

COUNT V
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

55. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

56. Plaintiff is a "person" as defined in the Michigan Consumer Protection Act, MCLA 445.902(b).

57. The transactions complained of constitute "trade or commerce" as defined in the Michigan Consumer Protection Act, MCLA 445.902(c).

58. In the course of the transactions which are the subject of this lawsuit,

Defendants engaged in following conduct:

- a. Represented the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not, MCLA 445.903(1)(e);
- b. Represented that the subject vehicle had been properly repaired under the warranty, when in fact the Defendants knew or should have known that it had not, MCLA 445.903(1)(cc);
- c. Represented that the repairs would be performed properly and within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case, MCLA 445.903 (1)(s);
- d. Failing to make proper repairs on a warranted item, MCLA 445.903(1)(t);
- e. Failing to offer a refund or replacement of the subject vehicle in accordance with the applicable law and rules on revocation, MCLA 445.903(1)(u);
- f. Causing a probability of confusion or of misunderstanding as to the legal rights, obligations or remedies of a party to a transaction, MCLA 445.903(1)(n).
- g. Failing to provide promised benefits both from the sale of the vehicle and in the repair attempts, MCLA 445.903(1)(y).
- h. Failing to reveal material facts including but not limited to the cause of the vehicle defects and nonconformities and Defendant Dealers' inability to repair said nonconformities as enumerated above, MCLA 445.903(1)(s).
- i. Entering into a consumer transaction in which the consumer waives or purports to waive a right, benefit, or immunity provided by law, unless the waiver is clearly stated and the consumer has specifically consented to it, MCLA 445.903(1)(i).

59. As a result of the Defendants actions the jurisdiction of this Court of Plaintiff's Complaint is based on MCLA 445.911(2), providing that persons suffering loss as a result of a violation of the Michigan Consumer Protection Act may bring action to recover actual damages, together with reasonable attorneys fees.

WHEREFORE, Plaintiff prays for Judgment against Defendants, jointly and severally, in whatever amount above \$25,000 he is found to be entitled, together with statutory damages, interest, costs and reasonable attorney fees as provided by statute.

COUNT VI
VIOLATION OF MICHIGAN'S AUTOMOBILE "LEMON LAW"
MCLA 257.1401 et seq

60. Plaintiff realleges and incorporates by reference as though fully set forth herein each and every allegation set forth in the above paragraphs.

61. The subject vehicle has been in Defendant Dealer's repair facility four times or more for the same repairs and/or at least thirty days while the same defect was being repaired and faces future repair attempts.

62. Plaintiff has notified Defendants of his desire for a refund of the purchase price permitted by MCLA 257.1403, together with Plaintiff's out of pocket costs associated with the sale of the vehicle and pursuing this claim, and with this complaint, continues that request.

63. Defendant, Ford has refused to honor Plaintiff's statutory rights regarding this vehicle and for a claim for out of pocket costs associated with the sale of the vehicle and pursuit of a claim.

WHEREFORE, Plaintiff prays for Judgment against Defendants, jointly and severally, in whatever amount above \$25,000 he is found to be entitled, together with statutory damages, interest, costs and reasonable attorney fees as provided by statute MCLA 257.1401.

COUNT VII
NEGLIGENT REPAIR

64. Plaintiff realleges and incorporates by reference as though fully set forth herein

each and every allegation set forth in the above paragraphs.

65. On numerous occasions, Plaintiff has delivered the subject vehicle to the Defendant, "Repair Facility" for repairs of the defective conditions covered under the express and implied warranties set forth hereinabove.

66. On each occasion that Plaintiff returned the subject vehicle for repairs, Plaintiff is informed and believes, and thereupon alleges, that Defendant, Jack Demmer Ford, Inc., ("Repair Facility"), attempted repairs pursuant to their obligations under the express and implied warranties accompanying the vehicle's sale.

67. Defendants owed a duty of care to Plaintiff to perform repairs in a good and workmanlike manner within a reasonable time.

68. These Defendants breached this duty in that, the attempted repairs of Plaintiff's vehicle were done negligently, carelessly, and recklessly as to substantially impair the vehicle's use, value, and safety in its operation and use each time Plaintiff picked up the vehicle after Defendants' repair attempts, Defendants represented to Plaintiff that the repairs were complete, and Plaintiff relied on thereon.

69. As a direct and proximate result of Defendants' negligent failure to repair Plaintiff's vehicle within a reasonable time or within a reasonable number of attempts, Plaintiff was forced to drive a defective and unsafe vehicle that still exhibits the problems Plaintiff has complained of previously.

70. As a further direct and proximate result of Defendants' failure to repair the vehicle in a timely and workmanlike fashion, Plaintiff was forced repeatedly to take the

vehicle in for further repair attempts and to leave it for long periods at a great inconvenience and expense.

71. The damages Plaintiff has suffered as a direct and proximate result of Defendants' negligence exceed \$25,000 and include but are not limited, to costs of repair, expenses associated with returning the vehicle for repeated repair attempts, loss of use, and damages to Plaintiff's well-being in the form of emotional distress.

WHEREFORE, Plaintiff prays for judgment as follows:

- (1) For actual damages in excess of \$25,000 according to proof at trial;
- (2) For damages resulting from Defendants' negligent repair of the vehicle as alleged above in a sum in excess of \$25,000 according to proof at trial;
- (3) For attorney's fees and costs of suit incurred herein; and
- (4) For such other and further relief as the court deems just and proper under the circumstances.

DEMAND FOR JURY

NOW COMES Plaintiff, by and through his attorneys, The Law Offices of Brian P. Parker, and hereby makes demand for trial by jury in the within cause of action.

Respectfully submitted,

THE LAW OFFICES OF BRIAN P. PARKER



BRIAN P. PARKER (P48617)
Attorney for Plaintiff
30700 Telegraph Rd., Suite 1580
Bingham Farms, MI 48025
(248) 842-8288

DATED: February 25, 2003

APPLICATION FOR MICHIGAN TITLE — STATEMENT OF VEHICLE SALE

Invoice No.

Michigan Registration

Candice S. Miller, Secretary of State

Purchase Date August 30, 2001

71561

Delivery Date August 30, 2001

20917

Dealer **BILL BROWN FORD, Inc.**

Address **32222 Plymouth Rd.**

7350 4X4

City **LIVONIA**

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

Dealer License **A-6984** Sales Tax License **A-35-2328648** Phone Number **(734) 421-7000**

Vehicle Sold New Used Other Trade-In Yes No
 Trade-In Year _____ Make _____ Vehicle No. _____



THIS VEHICLE WILL BE USED OR HAS BEEN USED AS:

- A POLICE VEHICLE A DRIVER EDUCATION VEHICLE
 A GOVERNMENT VEHICLE A TAXI
 A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED

ODOMETER RELEASE

The following vehicle must be completed when odometer disclosure is required. The odometer mileage reading must accurately reflect mileage shown in the purchase or the 2001 Odometer Release statement.

actual mileage not actual mileage exceeds mechanical limits of odometer

Factory Installed Accessories Factory List Attached to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS
 United A Separate Sheet Occurring Showing All Types of Any Dealer Warranty or Service Contract is Provided by the Dealer, BILL BROWN FORD, Inc. To the Purchaser. The Buyer, BILL BROWN FORD, Inc., hereby expressly disclaims all warranties, other than those set forth on the separate sheet, in this contract of sale. The Buyer agrees to hold the Dealer harmless for any liability in connection with the sale of the vehicle. For more information, call (734) 421-7000.

CONTRACTUAL ENFORCEMENT ENFORCEMENT FOR USED VEHICLES ONLY
 The information you see on this vehicle is part of this contract. Information on this vehicle form overrides any contrary provisions in the contract of sale.

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I HEREBY WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."
 AGENT

Dealer's Signature _____ Title
PURCHASER WARNING: DO NOT SIGN BLANK FORM

I STATE THAT I AM THE PURCHASER OF THE ABOVE DESCRIBED VEHICLE AND I AM THE APPLICANT FOR MICHIGAN TITLE AND REGISTRATION.
 08/30/2001
 08/30/2001
 DATE _____ Purchaser's Signature (on back of Part 1)

50 P 000 ON 55:5T 50.21 FEB 17.03 15:55 No.003 P.05

NONE		Expires in Month	Day	Year	Months	<input type="checkbox"/> NEW PLATE <input type="checkbox"/> RENEWAL <input type="checkbox"/> TRANSFER
Year	Make	Body Style	Color	County		
2002	FORD	PICKUP	03	32		
Vehicle No.		Wt. or Fee Oct.	License Fee			
1FT8P11752EA50233		27				
Original License No./Date of All Other Licenses					Title	
1)					11.00	
2)					Title Late Fee	
3)					2175.67	
4)					Transfer Fee 8.00	
5)					Title-Tax in MI 2194.67	
6)					Full Payment to Debtor Yes <input type="checkbox"/> No <input type="checkbox"/>	
Complete Name(s) and Address(es) of All Lessees						
Belleville MI						
Insurance Company						
FORD MOTOR CREDIT CO.						
Policy No. or Order No.						
Fin. Secured						
Name: T.O. DIX (05701)						
Address: ATLANTA GA 30344						
City-State Zip						
Filing Date 08/30/2001						
Fin. Secured						
Name:						
Address:						
City-State Zip						

1. PURCHASE PRICE OF VEHICLE	34761.00
2. OTHER TAXABLE CHARGES	11.4
3. TOTAL TAXABLE PRICE	34772.40
4. (Above total) SALES TAX - LICENSE - TITLE	1184.67
5. NON-TAXABLE CHARGES (e.g., Dealer Service Contract, etc.)	N.A.
6. TOTAL DELIVERED PRICE	35957.07
7. CASH ON DEPOSIT	1500.00
8. CASH DUE ON DELIVERY	34457.07
9. TRADE-IN	N.A.
10. LESS LIEN	N.A.
11. TOTAL DOWN PAYMENT	34457.07
12. UNPAID BALANCE TO BE FINANCED	10019.00
13. PRELIMINARY CHARGE *	N.A.
14. TOTAL AMOUNT OF FINANCE CONTRACT	10019.00

4 TYPE OF INSURANCE
 WARNING: This insurance is not FL/PD No Fault Insurance required by Michigan law.
 CREDIT LIFE HEALTH & ACCIDENT
 _____ _____
 Temporary Registration No. _____ Temporary Fee Charged Yes No

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

PART 1 - WHITE - Secretary of State - Treasury Department
 PART 2 - GREEN - Dealer
 PART 3 - PINK - Purchaser
 PART 4 - GRAY - Secured Party
 PART 5 - OCEANFOUR - Dealer's Extra Copy
 PART 6 - BLUE
 PART 7 - WHITE

Dealer must supply purchaser with this copy of this form after validation. See Reverse Side of Purchaser's Copy for Instructions.

Automatically generated by F.A. 308 at 15:55 on 08/30/2001. ID: 5258377220

VEHICLE PURCHASE PLAN/Red Carpet Lease Option Pricing Sheet
By: Bill Brown Ford, Inc.

Plan Price Calculation

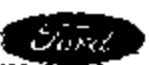
- (1) Amount listed on invoice below caption "VZ Plan." Copy of invoice must be given to the customer. \$ 29669.70
- (2) If vehicle was ordered prior to the announcement of a price increase, it may be eligible for price protection. Is vehicle eligible for price protection? YES NO (circle one)
Dealer may mail check to customer or decrease price. If dealer decreases the price, enter here. \$ N.A.
- (3) Total (line 1 less line 2, if applicable). \$ 29669.70
- (4) If an "X" Plan Sale, multiply line 3 by 4%. \$ N.A.
- (5) Vehicle Purchase Plan price (line 3 + line 4). \$ 29669.70

DEALER INSTALLED EQUIPMENT OR OTHER ITEMS CHARGE (CUSTOMER MAY NOT BE CHARGED EXTRA FOR PREP AND CONDITIONING OR CLEANUP (PREPARATION FEE))	
ANTI-LOCK BRAKES	Price 250.00
STEERING	250.00
WAX	250.00
SALT-SANDER	1500.00
FERS-UPGRADE	797.70
	N.A.
	N.A.
	N.A.
	N.A.
	N.A.
Total Dealer installed Equipment and Other Items.	\$ 4591.50
(7) State and Local Taxes, Registration and License Fees	\$ 2197.87
(8) Less Ford Customer Cash Incentive or FCL Incentive	\$ <u>N.A.</u>
(9) IF PURCHASE, TOTAL PRICE OF VEHICLE	\$ 36459.87

- Continue Calculation for Red Carpet Lease
- (10) Less up-front lease and fees that leasee paid and are not included in the Acquisition Cost (subtract line 7). (0)
 - (11) Plus Additional Charges for Credit Life and Accident and Health Insurance. \$
 - (12) IF RED CARPET LEASE, TOTAL LEASE ACQUISITION COST. \$

- Red Carpet Lease Purchase Option Price
- (1) Manufacturer's Suggested Retail Price. \$
 - (2) Plus Dealer installed Optional Equipment (line 6). \$
 - (3) Total Price for Residual Value Calculation. \$
 - (4) Residual Value Factor. \$
 - (5) Maximum Lease Residual Value. \$
 - (6) Less Number of Miles expected over 16,000 per year @ 3.00 a mile. \$
 - (7) Purchase Option Fee. \$ -250.00
 - (8) TOTAL LEASE PURCHASE OPTION PRICE. \$

Dealer Initial: [Signature] Date: 08/30/2001 Customer Initial: [Signature] Date: 08/30/2001



New Vehicle Purchase Plan/Red Carpet Lease Option
Customer/Dealer Agreement and Pricing Sheet

HANBALL DIXON

Customer #9990-HANDBL-DIXON City: DANVILLE ST ZIP: 27811

Relationship: (check one)

- Employee Relative Spouse Partner Brother/Sister Son/Daughter Non-Employee ("X" Plan only)

Employee/Partner/Spouse Sponsor Name (if different): Bred Stuber, Sr. (X)

Vehicle Identification Number (VIN):

Customer Agreement And Verification Of Delivery

By signing this form below, the Customer acknowledges receipt of the vehicle indicated above and indicates that the Customer has read, or had the opportunity to read, the Plan rules and agrees that neither will not violate any Plan provision of total money, debt amount or any limit of value from either in connection with the purchase or lease of a vehicle under the Plan.

Penalties for violation of Plan provisions may include loss or more of the following: termination of Plan privileges, disciplinary action (employee) and repayment that the customer or employee reimburse the Company for the full amount of any dealer, company or other loss by the Company.

Customer Signature: [Signature]
Date: _____

Dealer Agreement

- 1. By signing below, the dealer agrees to: a. answer Ford's obligation for delivery of the vehicle, b. collect from the purchaser the amount specified in the Plan, c. comply with the terms and conditions of the Plan, and d. complete this form and provide it along with a copy of the Factory invoice to the Participant under any Plan and provide a completed lease agreement supplement for all Red Carpet Leases.
- 2. Ford agrees to pay the Dealer the contribution in advance under the applicable Plan. If a Participant does not accept delivery of the vehicle within five business days of application by Dealer and the vehicle is available for delivery to the Participant, unless otherwise agreed to between Dealer and Participant, Dealer is relieved of all obligations to Participant. The vehicle then becomes the responsibility of the Dealer, and no contribution will be paid.
- 3. By signing this Agreement, Dealer acknowledges receipt of copies of the Plan and agrees: a. to comply with the terms and conditions contained in the Plan, and b. that violation of any Plan provision by the Dealer or anyone acting on behalf of the Dealer may result in the Dealer or any employees of the Dealer being (1) Deceased Ineligible to participate further in the Plans, and (2) charged back any contributions paid by Ford on instructions in which violation occurred.

Authorized Dealer Signature: [Signature] Date: 08/30/2001

7346977097

200150

JACK DEMMER FORD

37300 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: (734) 721-2800

INVOICE

STATE REGISTRATION NO. F-100821

PAGE 1

BELLEVILLE, MI
HOME: [REDACTED]

SERVICE ADVISOR: 8388 RON FORTIN

PLANT	YEAR	MAKE	MODEL	VIN	LICENSE	PLATE INVT	TAX
	02	FORD	F350 PICKUP	1FTSP11F52EA50233		28907/28907	T7022
30AUG2001	22AUG01			17:00	27DEC02	CASH	27DEC2002
NO. OPENED: [REDACTED] NEARBY: [REDACTED] OPTIONS: DLR:027716 ENG:7.3 Liter D-TURBO-DI							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A TONED IN BY ROAD SIDE ASSISTANCE. THERE IS NO TOW BILL. PLEASE SEE MISC NOTES							
MISC MISC NOTES							

- 6005P1 TURBO ENGINE DISCONNECTED WILL NOT ACCELERATE - TEST - L (N/C)
- CAUSE: 28907 INOP DIAG PERFORMANCE 1-14 AND REPLACE ACCEL. PEDAL ATTACHED
- 6005P ENGINE PERFORMANCE DIAGNOSTICS - 7.3L DI (N/C)
- TURBO ENGINE DIAGNOSIS - L
- 195 ADAMS, KEITH LIC#: M169246
- W40
- 1 IC32*9F836*BA PDL & SNS ASY - ACCEL (N/C)
- 6005P1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L (N/C)
- 195 ADAMS, KEITH LIC#: M169246
- W40
- 6005P1X1 KEY ON ENGINE OFF - KOEO CHECK - TEST (N/C)
- ENTER A TIME TO REPEAT FINAL QUICK TEST
- 195 ADAMS, KEITH LIC#: M169246
- W40
- 6005P2 KEY ON ENGINE OFF - KOEO INJECTOR ELECTRICAL CHECK - TEST - TEST (N/C)
- 195 ADAMS, KEITH LIC#: M169246
- W40
- 6005P6 KEY ON ENGINE RUNNING - KOER CHECK - TEST (N/C)
- 195 ADAMS, KEITH LIC#: M169246
- W40
- 6005P8 LOW IDLE STABILITY (ICP PRESSURE) - TEST (N/C)
- 195 ADAMS, KEITH LIC#: M169246
- W40
- 6005P9 CRANKCASE PRESSURE - TEST - L (N/C)
- 195 ADAMS, KEITH LIC#: M169246
- W40

PAID
1/31/03

DATE	AMOUNT	DESCRIPTION
		LABOR AMOUNT
		PARTS AMOUNT
		GAS, OIL, LUBE
		SMURTY AMOUNT
		MISC. CHARGES
		SUB TOTAL
		LESS INSURANCE
		SALES TAX
		PLEASE PAY THIS AMOUNT

CUSTOMER COPY

7346977097

288158

JACK DEMMER FORD

37300 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: (734) 721-2800

INVOICE

STATE REGISTRATION NO. F-100821

PAGE 2

BELLEVILLE, MI
HOME:

SERVICE ADVISOR: 8388 ROW PORTIN

COLOR	YEAR	MAKE	MODEL	VIN	PLATE	REGISTRATION	TAX
BLDG	02	FORD	F350 PICKUP	1FTSF1P22BA50233	28907/28907	IT7022	
30AUG2001	22AUG01				17:00	27DEC02	CASH 27DEC2002
OPTIONS: DLR:037716 EMG:7.3 Liter D-TURBO-DI							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6005F10							(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F11							(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F12							(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F13							(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F14							(N/C)
195 ADAMS, KEITH LIC#: M169246							
MT9F836							(N/C)
195 ADAMS, KEITH LIC#: M169246							

28907 INVOICE ADAMS PARTS AND REPAIRS AND REPLACE ACCESSORIES CHECKING

C WARRANTY PART RETURN

PR WARRANTY PART RETURN

D** REPLACE FUEL FILTER DIESEL - \$54.95

134P REPLACE FUEL FILTER DIESEL - \$54.95

CP		20.00	20.00
LABOR AMOUNT			
PARTS AMOUNT			
GAS, OIL, LUBE			
SALE TAX			
SUB TOTAL			
LEASE INSURANCE			
SALES TAX			
PLEASE PAY THIS AMOUNT			

CUSTOMER COPY

7346977097

288158

JACK DEMMER FORD

37300 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: (734) 751-2800

INVOICE

STATE REGISTRATION NO. F-100821

PAGE 3

851008VIAAS, MI
HOME:

SERVICE ADVISOR: 8188 RON FORTIN

DATE	TIME	DESCRIPTION	AMOUNT	PAYMENT	DATE
10AUG2001	22AUG01	17:00 27DEC02		CASH	27DEC2002

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

28907 .5 REPLACE FUEL FILTER PER CUST REQUEST

 ** LAURA DIXON OKED REPLACING FUEL FILTER 12 26 2002, 11AM, \$54.95 PLUS

TAX: DOB 5-12-1981
 MISC MISC NOTES

 ** DRIVERS DOOR HANDLE IS LOOSE
 MISC MISC NOTES

CP
 28907 OK AT THIS TIME

SHOP SUPPLIES/MATERIALS 1.00

LABOR AMOUNT	20.00
PARTS AMOUNT	45.00
GAS, CR, LUKE	0.00
BUBLET AMOUNT	0.00
MISC. CHARGES	1.00
SUB TOTAL	66.00
LESS INSURANCE	0.00
SALES TAX	2.70
PLEASE PAY THIS AMOUNT	68.70

CUSTOMER

7346977097

288577

JACK DEMMER FORD

37300 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: 734/ 721-3600

INVOICE

STATE REGISTRATION NO. P-100827

PAGE 1

BERGAVILLE, MI
HOME: [REDACTED]

SERVICE ADVISOR: 8388 BOB FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	PRICE	REGISTRATION
BLUE	02	FORD F350 PICKUP	1FTFR31F52EA50233	29595/29595	07465
DEL. DATE	PROD. DATE	WARRANTY	REGISTRATION	SALES TAX	DEL. DATE
10AUG2001	22AUG01		17:00 03JAN03	CASH	03JAN2003
OPTIONS: DLR:027716 ENG:7.3 Liter D-TURBO-DI					

LINE	QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL
21618		INVOICE				
29595		29595				29595

6005F1 INOP SERVICE PART FROM PREVIOUS RO
 6005F1 ENGINE PERFORMANCE DIAGNOSTICS - 7.3L DI
 TURBO ENGINE - DIAGNOSIS - L
 195 ADAMS, KEITH LIC#: M169246
 W40 (N/C)

6005F1 KEY ON ENGINE OFF - ROBO CHECK - TEST - L
 195 ADAMS, KEITH LIC#: M169246
 W40 (N/C)

6005F1X1 KEY ON ENGINE OFF - ROBO CHECK - TEST
 L EXTRA TIME TO REPEAT FINAL QUICK TEST
 195 ADAMS, KEITH LIC#: M169246
 W40 (N/C)

6005F2 KEY ON ENGINE OFF - ROBO CHECK - TEST - L
 ELECTRICAL SHUT-OFF - TEST - L
 195 ADAMS, KEITH LIC#: M169246
 W40 (N/C)

6005F6 KEY ON ENGINE OFF - ROBO CHECK - TEST - L
 195 ADAMS, KEITH LIC#: M169246
 W40 (N/C)

6005F7 INJECTION ADJUSTMENT - TEST - L
 195 ADAMS, KEITH LIC#: M169246
 W40 (N/C)

6005F8 LOW IDLE STABILITY (ICP PRESSURE) - TEST - L
 195 ADAMS, KEITH LIC#: M169246
 W40 (N/C)

PAID
1/10/03

SEARCHED	INDEXED	SERIALIZED	FILED
LABOR AMOUNT	PARTS AMOUNT	GAS, DR. LUBE	SUBLET AMOUNT
MISC. CHARGES	SUB TOTAL	LESS INSURANCE	SALES TAX
PLEASE PAY THIS AMOUNT			

CUSTOMER COPY

7346977097

288577

JACK DEMMER FORD

37200 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: (734) 721-2600

INVOICE

STATE REGISTRATION NO. F-100821

HELLERVILLE, MI
HOME:

PAGE 2

SERVICE ADVISOR: 8388 RON FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	SENDER	RELEASED BY	STAG
BLUE	02	FORD F150 PICKUP	1FV5F31F52BA50233		29595/29595	17466
DEL DATE	PROD DATE	MAKE EXPIRE	REGISTRATION EXPIRES	SALES TAX EXPIRES	WARRANTY EXPIRES	
30AUG2001	22AUG01		17:00 03JAN03		CASH	03JAN2003
E.O. OPENED READY TO GO OPTIONS: DLR:027716 ENG:7.3 Liter D-TURBO-DI						

LINE	GRADE	TECH	TYPE	HOURS	LIST	NET	TOTAL
6005F9			CRANKCASE PRESSURE - TEST - L				(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F10			CYLINDER CONTRIBUTION - TEST - L				(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F11			ROCKAUST SYSTEM RESTRICTION - TEST - L				(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F12			BOOST PRESSURE - TEST - L				(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F13			FUEL CONTAMINATION - CHECK - L				(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005F14			INTAKE RESTRICTION - CHECK - L				(N/C)
195 ADAMS, KEITH LIC#: M169246							

FC: D36 42
 PART#: 1C3E9F836*EA
 COUNT:
 CHAIR TYPE: SPW
 AUTH CODE:
 0199

SUBL TOW COST PAY
 29595 INOP DIAG PERFORMANCE 1-14 AND REPLACE ACCELL PEDAL IVE INOP
 SERVICE PART FROM PRODUCE FROM

WARRANTY PART RETURN
 PR WARRANTY PART RETURN

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
1 195 9FB36				0.00	
		LABOR AMOUNT			
		PARTS AMOUNT			
		SAS, OL, LIME			
		BURLY AMOUNT			
		MISC. CHARGES			
		SUB TOTAL			
		LESS INRRANCE			
		SALTS TAX			
		PLEASE PAY THIS AMOUNT			

CASH ONLY
 CUSTOMER COPY

7346977097

288577

JACK DEMMER FORD

37800 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: (734) 721-2600

INVOICE

STATE REGISTRATION NO. F-100621

PAGE 3

BELLEVILLE, MI
HOMER:

SERVICE ADVISOR: 8388 ROW FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	PLATE	REGISTRATION
BLAZE	02	FORD F350 PICKUP	1FT8E31F528A50233	39595/39595	7466
30A1K2001	22A0001	17:00	03JAN03	CASH	03JAN2003
OPTIONS: DLR:027716 BRG:7.3 Liter D-TURBO-DI					

LINE	OPCODE	TRCH	TYPE	HOURS	LIST	NET	TOTAL
09:29	03JAN03	15:03	03JAN03				
09:29	03JAN03	09:29	03JAN03				

ICOMB/SHD: 103288158 SVC PART
 DATE: 12/26/02 SVC PART
 DISTANCE: 848

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
OAS. OIL. LUBE	0.00
BLEET AMOUNT	99.00
MISC. CHARGES	0.00
SUB TOTAL	99.00
LEAS. INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	99.00

CASH ONLY

CUSTOMER

7346977097

288610

JACK DENNER FORD INC.

37300 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: (734) 721-2800

INVOICE

STATE REGISTRATION NO. P-100821

BELLEVILLE, MI
HOME: [REDACTED]

PAGE 1

SERVICE ADVISOR: 9388 RON FORTIN

COUCH	YEAR	MAKE/MODEL	VIN	ENGINE	RELEASE IN/OUT	TAG
BLUE	02	FORD F350 PICKUP	1FT8E31PS2BA50233		29630/29630	17516
DEL DATE	THRO DATE	WARR DATE	PREPARED COMPLETION TIME	AC NO	PAID	FIN DATE
10AUG2001	22ADH01		17:00 07JAN03		CASH	07JAN2003
OPTIONS: DLR:027716 ENG:7.3 Liter b-TURBO-DI						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A GAS PEDAL IN DIAGNOSTIC MODE YOU CANNOT ACCESS THE CAUSE: 29630 DROP DIAI PERFORMANCE 1-14 AND REPLACE ACCELL. PEDAL ASSY 2900 SERVICE PART TIME FROM PREVIOUS HOE 6005P ENGINE PERFORMANCE DIAGNOSTICS - 7.3L DI TURBO ENGINE DIAGNOSTIC - L 195 ADAMS, KEITH LIC#: M169246 (N/C)							
1 IC1Z*9P836*BA PDL & SWG ASY - ACCL (N/C)							
SUSP KEY ON ENGINE OFF - KOEO CHECK - TEST (N/C)							
195 ADAMS, KEITH LIC#: M169246 (N/C)							
6005FL1 KEY ON ENGINE OFF - KOEO CHECK - TEST - L-ENTER TIME TO REPEAT FINAL CHECK TEST (N/C)							
195 ADAMS, KEITH LIC#: M169246 (N/C)							
6005P2 KEY ON ENGINE OFF - KOEO INJECTOR ELECTRICAL/INJE TEST - TEST (N/C)							
195 ADAMS, KEITH LIC#: M169246 (N/C)							
6005P6 KEY ON ENGINE RUNNING - MOER CHECK - TEST 195 ADAMS, KEITH LIC#: M169246 (N/C)							
6005P8 LOW IDLE STABILITY (ICP PRESSURE) - TEST 195 ADAMS, KEITH LIC#: M169246 (N/C)							
6005P7 INJECTION CONTROL PRESSURE - TEST - L 195 ADAMS, KEITH LIC#: M169246 (N/C)							
6005P9 CHAMBER PRESSURE - TEST - L 195 ADAMS, KEITH LIC#: M169246 (N/C)							
6005F10 CYLINDER CONTRIBUTION - TEST - L 195 ADAMS, KEITH LIC#: M169246 (N/C)							

LABOR AMOUNT	PARTS AMOUNT	GAS, OIL, LUBE	WARRANTY AMOUNT	AMPC CHARGE	SUB TOTAL	LESS INSURANCE	TAX	NET PAY AMOUNT

CUSTOMER SIGNATURE: [REDACTED]

7346977097

208610

JACK DEMMER FORD INC.

37300 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE (734) 721-2600

INVOICE

STATE REGISTRATION NO. F-100821

BELLEVILLE, MI
HOME:

PAGE 2

SERVICE ADVISOR: 8388 RON FORTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	RELEASE IN/OUT	TAG
BLUE	02	FORD F150 PICKUP	1FTSF11E52BA50233		29630/29630	7516
DE DATE	PROD. DATE	WARRANTY DATE	WARRANTY MILEAGE	WARRANTY TYPE	WARRANTY PERIOD	WARRANTY DATE
30AUG2001	22AUG01		17,000	07JAN03	CASH	07JAN2003
OPTIONS: DLR:027716 ENG:7.3 Liter D-TURBO-DI						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

8005P11	EXHAUST RESTRICTION - TEST						(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005P12	BOOST PRESSURE - TEST - L						(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005P13	TUBE CONTAMINATION - CHECK						(N/C)
195 ADAMS, KEITH LIC#: M169246							
6005P14	INTAKE RESTRICTION - CHECK - L						(N/C)
195 ADAMS, KEITH LIC#: M169246							

PC: D36742
 PART#: 1C3Z*9F836*BA
 COUNT:
 CLAIM TYPE: SPW
 WHTX CODE: 0195

29630 TOP DING PERFORMANCE - LEAD AND REELER EXCEL, PRDIAL ASSEMBLY INOP
 SERVICE PART 2ND TIME FROM PREVIOUS NO'S

B WARRANTY PART RETURN						0.00	0.00
9999 CP							0.00

CAUSE: 29630 LOOSE DING AND RAR TRIM PANEL AND REPALCE LEFT OUTSID DOOR

23943A7	HANDLE ASSEMBLY - DOOR OUTSIDE - REPLACE						
195 ADAMS, KEITH LIC#: M169246							

LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGE	
SUB TOTAL	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER

7346977097

288618

JACK DEMMER FORD INC

37300 MICHIGAN AVE.
WAYNE, MICHIGAN 48184
PHONE: (734) 721-2800

INVOICE

STATE REGISTRATION NO. P-100821

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BELLEVILLE, MI
HOME: [REDACTED]

SERVICE ADVISOR: R388 RON FORTIN

YEAR	MAKE	MODEL	VIN	PLANT	TRAILER NO	TRAILER
02	FORD	F350 PICKUP	1FT8F31F52HA50233		29630/29630	T7516
INVOICE DATE	PROD DATE	WARRANTY EXPIRES	ESTIMATED COMPLETION TIME	EST. PRICE	PAYMENT	TRM DATE
30AUG2001	22AUG01		17:00 07JAN03		CASH	07JAN2003
OPTIONS: DLR:027716 ENG:7.3 Liter D-TURBO-DI						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

1 F812*2522405*BAC HNDL RBY FRT DR O/S LH
 239237 TRIM PANEL FROM DOOR REMOVE AND
 INSTALL (23942) - L
 198 ADAMS PRINTER STIC #M169245
 N40
 (N/C)

29530 LOOSE DIAG AND RER TRIM PANEL AND REPAIR LEFT OUTSIDE DOOR HANDLE
 LOOSE

LC: A REP. RO: 288158 SVC PART
 DATE: 02/26/02 SVC PART
 DISTANCE: 723

IMPORTANT
 For any reason a Customer Satisfaction Survey from Ford Motor Co. is the next best thing. If for any reason you cannot rate your service experience, please contact John Davis, Mark Smith or Phil Smith in the Service Department immediately. Your Complete Satisfaction is our No. 1 concern.
 THANK YOU
 Jack Demmer Ford
 (734) 841-0188

DESCRIPTION	AMOUNT
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
SUB TOTAL	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
CASH PAY AMOUNT	0.00

CUSTOMER COPY

Owner:

BELLEVILLE, MI

Rec:

422383 Part 1
 BILL BROWN FORD, Inc.
 3222 Plymouth Rd.
 LIVONIA, MICHIGAN 48151
 Phone (734) 411-7000
 www.bbfc.com

REG 351015
 Job# 1642

DEALER REGISTRATION NO.
 F 120430

DISCLAIMER OF WARRANTIES	DESCRIPTION	MAKE	MODEL	YEAR	DATE	TIME
any warranties on the product and liability are from made by the manufacturer. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	02 Ford F250 4 DOOR	FORD	F250	2002	01-29-03	16:12
	1ET83152400233				01-30-03	11:15
	08-30-01 HARRISON	71561	KKXX	N/A	01-30-03	12:47

(A) Request: CK/ADJ ON FUEL LEAK- SMOKED FROM H320, STRONG DIESEL SMELL,
 TOWED IN. \$80.00

Diagn: CC#

LABOR: CHECK FUEL CONTAMINATION TEST

6005F13 Jambor W-HX .10 7.40 7.40 N/C
 Lic # N186373
 CC # Auth:
 Concern 1 Prq Code:

LABOR: FUEL PRESSURE FIRST HEAD TEST

6005F16 Jambor W-HX .60 44.40 44.40 N/C
 Lic # N186373
 CC # Auth:
 Concern 1 Prq Code:

LABOR: FUEL PRESSURE 2ND HEAD TEST

6005F17 Jambor W-HX .50 37.00 37.00 N/C
 Lic # N186373
 CC # Auth:
 Concern 1 Prq Code:

LABOR: ELECTRIC FUEL PUMP PRESSURE

6005F19 Jambor W-HX .20 14.80 14.80 N/C
 Lic # N186373
 CC # Auth:
 Concern 1 Prq Code:

LABOR: REPLACED FUEL FILTER ASSEMBLY

9155A Jambor W-HX .40 29.60 29.60 N/C
 Lic # N186373
 CC # Auth:
 Concern 1 Prq Code:

LABOR: REPLACED REGULATOR ASSEMBLY

9968A Jambor W-HX .40 29.60 29.60 N/C
 Lic # N186373
 CC # Auth:
 Concern 1 Prq Code:

LABOR: FUEL PUMP PRESSURE CHECK

6005F18 Jambor W-HX .50 37.00 37.00 N/C
 Lic # N186373
 CC # Auth:
 Concern 1 Prq Code:

CHECKED FUEL PRESSURE, INSPECTED & REPLACED FUEL FILTER
 ASSEMBLY, ALSO, REPLACED REGULATOR VALVE.

PARTS: 1 F FB12 - 98219-BU VALVE EM # 65.00 65.00 N/C
 1 F FB12 - 98219-AN ELEMENT 34.41 34.41 N/C

Owner:

[Redacted]

BELLEVILLE, MI [Redacted]

Res:

[Redacted]

422384 Page 2
 BILL BROWN FORD, Inc.
 2822 [Redacted]
 LIVONIA, MICHIGAN 48151
 Phone (734) 421-2000
 www.billbrownford.com

REGISTRATION NO. 180650
 MOTOR VEHICLE IDENTIFICATION NO. 120430

01-29-03 16:42
 01-30-03 14:13
 01-30-03 12:47

DISCLAIMER OF WARRANTIES
 Any warranties on the product sold hereby are those made by the manufacturer. This dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither warrants nor substitutes any other person to be liable for any liability in connection with the sale of used products. Any brochure furnished herein does not apply where prohibited by law.

02 Wood	1/29/00	NON	120430	01-29-03	16:42
120430	01-30-03	14:13	01-30-03	12:47	
08-30-01	HARRISON	71361	XXXX	N/A	

(A) Request: - (Continued)

				REQUEST TOTAL.....	N/C
(B) Request:	OK/ADV ON NO POWER ASSIST TO STEERING- MAY OR MAY NOT BE FROM ABOVE PROBLEM. \$40.00				
Causes:	CCW				
LABOR:	REPLACED SERVICETIME BELLY				
	8620F	Janitor	W-NK	.70	51.80 51.80
		Lic # M196973			
	CC P.	Auth:			
	Concorn				
PARTS:	1.F JCB - 1223-7M				
		Prq Code:			
		BELT DFL		50.44	50.44
				REQUEST TOTAL.....	N/C

INITIAL ESTIMATE: WILL CALL WITH ESTIMATE

Service Dept hours Mon.- Fri. 7:00 TO 6:00	LABOR TOTAL.....	.00
Body Shop hours Mon.- Fri. 7:30 TO 6:00	PARTS TOTAL.....	.00
Thank you for using Bill Brown Ford		
Please Pay This amount.....		.00

Comments: 3/36

Customer Signature _____ Date _____



BACKHOE RENTAL



DOZER RENTAL
2 1/2 Yd. ENDLOADER



DUMPTRUCK HAULING

MUCH EXCAVATING

13150 HARRISON - ROMULUS, MICHIGAN 48174

(734) 941-2346

DATE 12-25-02

NAME

ADDRESS

CITY

DATE	DESCRIPTION	AMOUNT
	Plow + SALT TRUCK	
	RENTAL	
12-25	8 HR Plow + SALT TRUCK AT \$80 PER HR	
	TOTAL	640 ⁰⁰

FEB 17 '03 15:36 No. 003 P. 06

ID: 313837720

DAVIS TOOL



BACKHOE RENTAL



DOZER RENTAL
2 1/2 YD. ENDLOADER



DUMPTRUCK HAULING

MUCH EXCAVATING

13150 HARRISON - ROMULUS, MICHIGAN 48174
(734) 941-2346

1-6-03

NAME [REDACTED]

ADDRESS _____

CITY _____

DATE	DESCRIPTION	AMOUNT
	Plow + SALT TRUCK RENTAL	
1-6	2 HRS Plow + SALTER AT \$80 PER HR	
	TOTAL	160 ⁰⁰

DAVIS TOOL ID: 313837720 FEB 17 '03 15:37 No. 003 P. 07

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 18-MAR-2003

Note: All Costs are in US Dollars

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TS	QMT	WCC	PREF	BASE	SUFF	VRT	VFG	COO	CD
IFTSF31F52EA50233	F7	T/F7	T/F	T/B	T/C/D	T/E	A1	T/D8	T/D8	22-08-01	30-08-01	148032	USA	0	*	*	*	*	SXX	V60	*	*	
AWS Claim Key:	295152	Dec #:	29111801	Trx Code:	TDE	Labr Hrs:	6.4	Labr Cost:	460.8	Material Cost:	62.89	Total Cost:	523.69										
Dir Cd-Sub Cd:	03003-*	Name:	BILL BROWN FORD INC	Pl:	734-4217000	St:	MI	Chy Cd:	USA	Reg Cd:	NA	Repr Date:	24-AUG-2001	DIST(Mile):	3								
Cost Comments:	SCRATCHES ON LEFT FRONT DOOR/ACTIVE TRANSPORTATION CO. DAMAGE																						
Tech Comments:	REPAIR LEFT DOOR ASSEMBLY,R AND I DOOR MIRROR,DOORHANDLE, DOOR OUTER BELT MLDG, DOOR GLASS AND RUNASSLY,REPLACE DOOR TURBO DIESEL V6 EMBLEM																						
IFTSF31F52EA50233	F7	T/F7	T/F	T/B	T/C/D	T/E	A1	T/D8	T/D8	22-08-01	30-08-01	148032	USA	0	*	5802	*	FUEL	*	SXX	V99	P99	51
AWS Claim Key:	292922	Dec #:	29433201	Trx Code:	L63	Labr Hrs:	0	Labr Cost:	0	Material Cost:	0	Total Cost:	0										
Dir Cd-Sub Cd:	03003-*	Name:	BILL BROWN FORD INC	Pl:	734-4217000	St:	MI	Chy Cd:	USA	Reg Cd:	NA	Repr Date:	24-AUG-2001	DIST(Mile):	3								
Cost Comments:	FUEL SHORTAGE DELIVERED BY CARRIER.																						
Tech Comments:	DELIVERY DATE AND MILEAGE USED																						
IFTSF31F52EA50233	F7	T/F7	T/F	T/B	T/C/D	T/E	A1	T/D8	T/D8	22-08-01	30-08-01	148032	USA	17	*	5T01	1C3Z	9F836	BA	B11	V41	D36	41
AWS Claim Key:	4228317	Dec #:	288158B	Trx Code:	E84	Labr Hrs:	2.2	Labr Cost:	161.52	Material Cost:	81.62	Total Cost:	243.14										
Dir Cd-Sub Cd:	02771-*	Name:	JACK DEMMER FORD, INC.	Pl:	734-7212600	St:	MI	Chy Cd:	USA	Reg Cd:	NA	Repr Date:	26-DEC-2002	DIST(Mile):	28907								
Cost Comments:	GAS PEDAL FEELS DISCONNECTED.WILL NOT ACCELERATE																						
Tech Comments:	28907 INOP DIAG PERFORMANCE 1 14 AND REPLACE ACCEL PEDAL STICKING																						
IFTSF31F52EA50233	F7	T/F7	T/F	T/B	T/C/D	T/E	A1	T/D8	T/D8	22-08-01	30-08-01	148032	USA	17	*	5T01	1C3Z	9F836	BA	B11	V41	D36	42
AWS Claim Key:	4248092	Dec #:	288577B	Trx Code:	E90	Labr Hrs:	2	Labr Cost:	147.2	Material Cost:	81.62	Total Cost:	228.82										
Dir Cd-Sub Cd:	02771-*	Name:	JACK DEMMER FORD, INC.	Pl:	734-7212600	St:	MI	Chy Cd:	USA	Reg Cd:	NA	Repr Date:	03-JAN-2003	DIST(Mile):	29595								
Cost Comments:	YOU CANNOT ACCELERATE ENG.GAS PEDAL FEELS DISCONNECTED TO ENG																						
Tech Comments:	28995 INOP DIAG PERFORMANCE 1 14 AND REPLACE ACCEL PEDAL IV8 (INOP SERVICE PART FROM PREVIOUS RO																						
IFTSF31F52EA50233	F7	T/F7	T/F	T/B	T/C/D	T/E	A1	T/D8	T/D8	22-08-01	30-08-01	148032	USA	17	*	5T01	1C3Z	9F836	BA	B11	V41	D36	42
AWS Claim Key:	4321242	Dec #:	288611A	Trx Code:	E90	Labr Hrs:	2	Labr Cost:	147.2	Material Cost:	81.62	Total Cost:	228.82										
Dir Cd-Sub Cd:	02771-*	Name:	JACK DEMMER FORD, INC.	Pl:	734-7212600	St:	MI	Chy Cd:	USA	Reg Cd:	NA	Repr Date:	06-JAN-2003	DIST(Mile):	29630								
Cost Comments:	GAS PEDAL IS DISCONNECTED.YOU CANNOT ACCELERATE VEH																						

Tech Comments: 29630 INOP DIAG PERFORMANCE 1 14 AND REPLACE ACCELL PEDAL ASBY INOP SERVICE PART 2ND TIME FROM PREVIOUS MOS

1FTSF31F32BA50233 F7 T/F7 T/F T/BB T/CD T/E A1 T/D8 T/D8 22-08-01 30-08-01 148032 USA 17 * 6008 FBI2 2522405 BAC S06 V07 L08 33
AWS Claim Key: 4321283 Doc #: 289618C Trx Code: E84 Labor Hrs: 4 Labor Cost: 29.44 Material Cost: 35.76 Total Cost: 65.2
Dir Cd-Sub Cd: 02771-* Name: JACK DEMMER FORD, INC. Ph: 734-7212600 St: MI Ctry Cd: USA Reg Cd: NA Repr Date:06-JAN-2003 DIST (Mile):29630
Cust Comments: CK LEFT OUTSIDE DOOR HANDLE LOOSE
Tech Comments: 29630 LOOSE DIAG AND R&R TRIM PANEL AND REPALCE LEFT OUTSID DOOR HANDLE LOOSE

1FTSF31F32BA50233 F7 T/F7 T/F T/BB T/CD T/E A1 T/D8 T/D8 22-08-01 30-08-01 148032 USA 18 * 2ED5 FBI2 98249 BB S10 V25 E08 D8
AWS Claim Key: 4436452 Doc #: 35101801 Trx Code: E84 Labor Hrs: 2.7 Labor Cost: 199.8 Material Cost: 89.64 Total Cost: 289.44
Dir Cd-Sub Cd: 03003-* Name: BILL BROWN FORD INC Ph: 734-4217000 St: MI Ctry Cd: USA Reg Cd: NA Repr Date:29-JAN-2003 DIST (Mile):30362
Cust Comments: CK/ADV ON FUEL LEAK SMOKED FROM HOOD,STRONG DIESEL SMELL. TOWED IN. \$80.00
Tech Comments: CHECKED FUEL PRESSURE, INSPECTED & REPLACED FUEL FILTER ASSEMBLY. ALSO, REPLACED REGULATOR VALVE.

1FTSF31F32BA50233 F7 T/F7 T/F T/BB T/CD T/E A1 T/D8 T/D8 22-08-01 30-08-01 148032 USA 18 * 1G03 * 8620 * S11 V44 E50 42
AWS Claim Key: 4436454 Doc #: 35101802 Trx Code: E84 Labor Hrs: .7 Labor Cost: 51.8 Material Cost: 31.78 Total Cost: 83.58
Dir Cd-Sub Cd: 03003-* Name: BILL BROWN FORD INC Ph: 734-4217000 St: MI Ctry Cd: USA Reg Cd: NA Repr Date:29-JAN-2003 DIST (Mile):30362
Cust Comments: CK/ADV ON NO POWER ASSIST TO STEERING MAY OR MAYNOT BE FROM ABOVE PROBLEM \$40.00

1FTSF31F32BA50233 F7 T/F7 T/F T/BB T/CD T/E A1 T/D8 T/D8 22-08-01 30-08-01 148032 USA 18 * 6Y20 * MISC * SXX V00 A9* E2
AWS Claim Key: 4485667 Doc #: 35134201 Trx Code: P05 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 250
Dir Cd-Sub Cd: 03003-* Name: BILL BROWN FORD INC Ph: 734-4217000 St: MI Ctry Cd: USA Reg Cd: NA Repr Date:04-FEB-2003 DIST (Mile):30362
Cust Comments: REIMBURSE CUSTOMER FOR INTERIOR CLEANING DUE TO REPAIR WORK DONE AT ISV (SEE RO#351018)IN THE AMOUN
Tech Comments: QUALITY D R AUTOMOTIVE CLEANUP. REMOVE DIESEL FUELFORM ENGINE COMPARTMENT,FRNT FENDERS,GRILL,& FUELRESIDUE ON STEERING WHEEL,PASS DOOR AND CARPETBOTH SIDES

Any comments? You can contact



webmaster

AM Action Details for Issue

Print

VIN: 1FT8F31F52EA50239 Year: 2002 Model: F-SERIES SUPER DUTY Case: 398140033
 Name: [REDACTED] Owner Status: Original WSD: 2001-08-30
 Symptom Desc: HES/STUMBLE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: CI - DEMAND LETTER Secondary Phone: [REDACTED]
 Issue Type: 04 REGION Issue Status: CLOSED

Action: OPEN REGION CONTACT
 Dealer: 03003 BILL BROWN FORD INC Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 3 MI Comm Type: MAIL
 Analyst Name: KENISHA Analyst: KDUNLAP
 DUNLAP
 Action Date: 01/08/2003 Action Time: 10.30.08.161 Action Data: No

Comments ***DEMAND LETTER DATED 01/08/2003*** ***CI RECEIVED 01/08/2003*** ***CUSTOMER STATES: VEHICLE IS NOT ABLE TO ACCELERATE. ***CUSTOMER SEEKS: FINAL RESOLUTION. ***CI SCANNED COPY OF THE LETTER TO THE REGIONAL OFFICES FOR REVIEW. SENT THE CUSTOMER AN ACKNOWLEDGEMENT***

Action: LETTER FAXED TO REGION
 Dealer: 03003 BILL BROWN FORD INC Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Odometer: 3 MI Comm Type: MAIL
 Analyst Name: KENISHA Analyst: KDUNLAP
 DUNLAP
 Action Date: 01/08/2003 Action Time: 10.33.00.734 Action Data: Yes

Comments NO COMMENTS AVAILABLE

Data Element Name	Data Value
REGION NUMBER	48
DATE RECEIVED	01-08-2003
TIME RECEIVED	08:32
DATE FAXED	01-08-2003
TIME FAXED	10:30

Action: UNABLE TO CONTACT CUSTOMER TO DATE
 Dealer: 03003 BILL BROWN FORD INC Origin Desc: DEALER
 Odometer: 3 MI Comm Type: PHONE
 Analyst Name: JOHN HOULE Analyst: J-HOULE1
 Action Date: 01/15/2003 Action Time: 09.15.35.689 Action Data: No

Comments OBC LEFT MESSAGE ON VM

Action: UNABLE TO CONTACT CUSTOMER 3 TIMES
 Dealer: 03003 BILL BROWN FORD INC Origin Desc: FIELD ORGANIZATION
 Odometer: 3 MI Comm Type: OTHER
 Analyst Name: JONES, JASON (J.R.) Analyst: JJONE113
 Action Date: 01/16/2003 Action Time: 13.38.58.818 Action Data: No

Comments CUST HAS TAKEN THE VEHICLE TO DEMMER TO GET SERVICED

All Action Details for Issue

[Print](#)

VIN: 1FTSF31F52EA50293 Year: 2002 Model: F-SERIES SUPER DUTY Case: 398140033
Name: [REDACTED] Owner Status: Original WSD: 2001-08-30
Symptom Desc: LOSS OF POWER ACCELERATION COLD ENGINE Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ADVISE INFO WILL BE SENT TO DLR; CONTACT CRM
Dealer: 02771 JACK DEMMER FORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 29000 MI Comm Type: PHONE
Analyst Name: AUDREY JAMES Analyst: A.JAMES
Action Date: 01/06/2003 Action Time: 07.38.59.430 Action Date: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
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Comments CUSTOMER SAYS: CUST STATED THAT , THE VEH WILL RUN BUT IT WILL NOT MOVE, THE VEH BACK TO THE DEALER AGAIN FOR THE SAME CONCERN. THE VEH IS CURRENTLY AT THE DEALER. PEDAL ASSEMBLY IS THE CONCERN. CONCERN HAPPENS WHEN THE VEH WAS COLD. HE GOT THE VEH BACK ON FRIDAY AND THE CONCERN IS STILL OCCURRING. CUST DOES NOT FEEL SECURE IN THE VEH. CUST FEELS THAT HE HAVE LEMON VEH. PER CUSTOMER, DEALER SAYS: THE PEDAL ASSEMBLY IS BAD. CAC ADVISED: - WE RECOMMEND THE REPAIR BE PERFORMED BY A FORD/LM DEALERSHIP - INFORMATION WILL BE SENT TO DLR, CUSTOMER SHOULD CONTACT CRMSERV MGR INFERENCE CASE ID: 4591

All Action Details for Issue

Print

VIN: 1FTSF31F52EA50233 Year: 2002 Model: F-SERIES SUPER DUTY Case: 398140033
Name: [REDACTED] Owner Status: Original WSD: 2001-08-30
Symptom Desc: LOSS OF POWER ACCELERATION HOT ENGINE Primary Phone: [REDACTED]
Reason Desc: WARRANTY - MISC. EXPENSE REFUND REQUEST Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ADVISE CUSTOMER NO REIMBURSEMENT ASSISTANCE
Dealer: 02771 JACK DENNER FORD, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 29000 MI Comm Type: PHONE
Analyst Name: CLAUDEL MCKINLAY Analyst: CMCKINLA
Action Date: 01/03/2003 Action Time: 10.65.07.983 Action Data: No

Comments CUSTOMER SAYS: =CUST SAYS LAST YEAR 12/25/2002 VEH BROKE DOWN =TOWED VEH TO JACK DENNER FORD =SENSOR FOR THE ADJUSTABLE PEDAL ASSEMBLY FAILED BECAUSE THROTTLE BODY BROKE CAUSING VEH TO LOSE POWER AND CHECK ENGINE LIGHT TO COME ON =STATES HE WOULD PRESS GAS PEDAL ALL THE WAY TO THE FLOOR BUT ENGINE WOULD NOT MOVE =VEH WOULD ENGAGE INTO ANY GEAR BUT ENGINE WAS NOT GETTING THE GAS BECAUSE GAS FLOW WAS CUT OFF =ENGINE IS HOT WHEN THIS HAPPENS =STATES VEH BROKE DOWN AGAIN LAST NIGHT 5 DAYS AFTER JACK DENNER FORD DID REPAIR =STATES HE EXPERIENCED THE SAME SYMPTOMS AS HE EXPERIENCED DEC 25TH 2002 =CUST WANTS A LOANER THAT COMPARES WITH HIS VEH BECAUSE HE PLOWS SNOW AND IS LOSING MONEY =FEELS FORD SHOULD OFFER HIM MONEY TO RENT A VEH FOR HIS BUSINESS FOR AS LONG AS HE NEEDS IT =WANTS FORD TO COMPENSATE HIM FOR LOSS OF WORK =ASLO FEELS THAT THE ADJUSTABLE PEDALS ARE DEFECTIVE ON THIS TRUCK PER CUSTOMER, DEALER SAYS: JACK DENNER FORD, INC. =YESTERDAY RON SERVICE ADVISOR TOLD CUST THAT THEY HAVE ORDER PARTS FOR THIS AND DOES NOT KNOW WHEN VEH WILL BE FIXED CAC ADVISED: - FORD WILL NOT REIMBURSE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INFERENCE CASE ID: 1413

All Action Details for Issue

Print

VIN: 1FTSF31F52EA50233 Year: 2002 Model: F-SERIES SUPER DUTY Case: 386140033
 Name: [REDACTED] Owner Status: Original WBD: 2001-08-30
 Symptom Desc: LOSS OF POWER ACCELERATION HOT ENGINE Primary Phone: [REDACTED]
 Reason Desc: AWA - AWA DENIED Secondary Phone: [REDACTED]
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: VEHICLE DOES NOT HAVE ANY LOANER PROVISION; NO ASSISTANCE
 Dealer: 02771 JACK DEMMER FORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 29000 MI Comm Type: PHONE
 Analyst Name: CLAUDEL MCKINLAY Analyst: CMCKINLA
 Action Date: 01/03/2003 Action Time: 10.55.07.832 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
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Comments CUSTOMER SAYS: =CUST SAYS LAST YEAR 12/25/2002 VEH BROKE DOWN =TOWED VEH TO JACK DEMMER FORD =SENSOR FOR THE ADJUSTABLE PEDAL ASSEMBLY FAILED BECAUSE THROTTLE BODY BROKE CAUSING VEH TO LOSE POWER AND CHECK ENGINE LIGHT TO COME ON =STATES HE WOULD PRESS GAS PEDAL ALL THE WAY TO THE FLOOR BUT ENGINE WOULD NOT MOVE =VEH WOULD ENGAGE INTO ANY GEAR BUT ENGINE WAS NOT GETTING THE GAS BECAUSE GAS FLOW WAS CUT OFF =STATES VEH BROKE DOWN AGAIN LAST NIGHT 5 DAYS AFTER JACK DEMMER FORD DID REPAIR =STATES HE EXPERIENCED THE SAME SYMPTOMS AS HE EXPERIENCED DEC 25TH 2002 =CUST WANTS A LOANER THAT COMPARES WITH HIS VEH BECAUSE HE PLOWS SNOW AND IS LOSING MONEY =FEELS FORD SHOULD OFFER HIM MONEY TO RENT A VEH FOR HIS BUSINESS FOR AS LONG AS HE NEEDS IT =WANTS FORD TO COMPENSATE HIM FOR LOSS OF WORK =ASLO FEELS THAT THE ADJUSTABLE PEDALS ARE DEFECTIVE ON THIS TRUCK PER CUSTOMER, DEALER SAYS: JACK DEMMER FORD, INC. =RON TOLD CUST THAT THEY HAVE ORDER PARTS FOR THIS AND DOES NOT KNOW WHEN VEH WILL BE FIXED CAC ADVISED: - WITH REGARDS TO YOUR REQUEST FOR A LOANER VEHICLE. UNFORTUNATELY THE NEW VEHICLE LIMITED WARRANTY DOES NOT HAVE PROVISIONS THAT WOULD PROVIDE A LOANER. - ALTERNATIVE TRANSPORTATION IS THE CUSTOMER'S RESPONSIBILITY. =OBC TO DLRSHP= =SPOKE TO PHILLIP SM WHO SAYS THAT THEY ARE UNABLE TO OFFER A LOANER VEH BECAUSE CUST HAS A SNOW MOBILE BUT WILL TRY TO FIX VEH TODAY INFERENCE CASE ID: 5382

Action: VEHICLE DOES NOT HAVE ANY LOANER PROVISION; NO ASSISTANCE
 Dealer: 02771 JACK DEMMER FORD, INC. Origin Desc: US CONCERN CASE BASE
 Odometer: 29000 MI Comm Type: PHONE
 Analyst Name: CLAUDEL MCKINLAY Analyst: CMCKINLA
 Action Date: 01/03/2003 Action Time: 10.55.07.784 Action Data: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
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Comments CUSTOMER SAYS: =CUST SAYS LAST YEAR 12/26/2002 VEH BROKE DOWN =TOWED VEH TO JACK DEMMER FORD =SENSOR FOR THE ADJUSTABLE PEDAL ASSEMBLY FAILED BECAUSE THROTTLE BODY BROKE CAUSING VEH TO LOSE POWER AND CHECK ENGINE LIGHT TO COME ON =STATES HE WOULD PRESS GAS PEDAL ALL THE WAY TO THE FLOOR BUT ENGINE WOULD NOT MOVE =VEH WOULD ENGAGE INTO ANY GEAR BUT ENGINE WAS NOT GETTING THE GAS BECAUSE GAS FLOW WAS CUT OFF =STATES VEH BROKE DOWN AGAIN LAST NIGHT 5 DAYS AFTER JACK DEMMER FORD DID REPAIR =STATES HE EXPERIENCED THE SAME SYMPTOMS AS HE EXPERIENCED DEC 25TH 2002 =CUST WANTS A LOANER THAT COMPARES WITH HIS VEH BECAUSE HE PLOWS SNOW AND IS LOSING MONEY =FEELS FORD SHOULD OFFER HIM MONEY TO RENT A VEH FOR HIS BUSINESS FOR AS LONG AS HE NEEDS IT =WANTS FORD TO COMPENSATE HIM FOR LOSS OF

WORK =ASLO FEELS THAT THE ADJUSTABLE PEDALS ARE DEFECTIVE ON THIS TRUCK PER CUSTOMER,
DEALER SAYS: JACK DENNER FORD, INC. =RON TOLD CUST THAT THEY HAVE ORDER PARTS FOR THIS AND
DOES NOT KNOW WHEN VEH WILL BE FIXED CAC ADVISED: - WITH REGARDS TO YOUR REQUEST FOR A
LOANER VEHICLE. UNFORTUNATELY THE NEW VEHICLE LIMITED WARRANTY DOES NOT HAVE PROVISIONS
THAT WOULD PROVIDE A LOANER. - ALTERNATIVE TRANSPORTATION IS THE CUSTOMER'S RESPONSIBILITY.
=OBC TO DLRSHP= =SPOKE TO PHILLIP SM WHO SAYS THAT THEY ARE UNABLE TO OFFER A LOANER VEH
BECAUSE CUST HAS A SNOW MOBILE BUT WILL TRY TO FIX VEH TODAY INFERENCE CASE ID: 5382

All Action Details for Issue

Print

VIN: 1FT8E31F52EA90239 Year: 2002 Model: F-SERIES SUPER DUTY Case: 398140033
Name: [REDACTED] Owner Status: Original WSD: 2001-08-30
Symptom Desc: LOSS OF POWER ACCELERATION HOT ENGINE Primary Phone: [REDACTED]
Reason Desc: PRODUCT - NEGATIVE FEEDBACK Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ADVISE CUSTOMER THE FEEDBACK HAS BEEN DOCUMENTED

Dealer: 02771 JACK DENIMER FORD, INC.

Origin Desc: US INQUIRY CASE BASE

Odometer: 29000 MI

Comm Type: PHONE

Analyst Name: CLAUDEL MCKINLAY

Analyst: CMCKINLA

Action Date: 01/03/2003

Action Time: 10.55.07.083

Action Data: No

Comments CUSTOMER SAYS: =CUST SAYS LAST YEAR 12/25/2002 VEH BROKE DOWN =TOWED VEH TO JACK DENIMER FORD =SENSOR FOR THE ADJUSTABLE PEDAL ASSEMBLY FAILED BECAUSE THROTTLE BODY BROKE CAUSING VEH TO LOSE POWER AND CHECK ENGINE LIGHT TO COME ON =STATES HE WOULD PRESS GAS PEDAL ALL THE WAY TO THE FLOOR BUT ENGINE WOULD NOT MOVE =VEH WOULD ENGAGE INTO ANY GEAR BUT ENGINE WAS NOT GETTING THE GAS BECAUSE GAS FLOW WAS CUT OFF =ENGINE IS HOT WHEN THIS HAPPENS =STATES VEH BROKE DOWN AGAIN LAST NIGHT 5 DAYS AFTER JACK DENIMER FORD DID REPAIR =STATES HE EXPERIENCED THE SAME SYMPTOMS AS HE EXPERIENCED DEC 25TH 2002 =CUST WANTS A LOANER THAT COMPARES WITH HIS VEH BECAUSE HE PLOWS SNOW AND IS LOOSING MONEY =FEELS FORD SHOULD OFFER HIM MONEY TO RENT A VEH FOR HIS BUSINESS FOR AS LONG AS HE NEEDS IT =WANTS FORD TO COMPENSATE HIM FOR LOSS OF WORK =ASLO FEELS THAT THE ADJUSTABLE PEDALS ARE DEFECTIVE ON THIS TRUCK PER CUSTOMER, DEALER SAYS: JACK DENIMER FORD, INC. =YESTERDAY RON SERVICE ADVISOR TOLD CUST THAT THEY HAVE ORDER PARTS FOR THIS AND DOES NOT KNOW WHEN VEH WILL BE FIXED CAC ADVISED: THANK YOU FOR PROVIDING FORD MOTOR COMPANY WITH YOUR THOUGHTS; YOUR OPINIONS ARE VALUABLE TO US. I HAVE DOCUMENTED YOUR FEEDBACK AND THE INFORMATION YOU PROVIDED REGARDING YOUR EXPERIENCE WITH OUR PRODUCT. THIS INFORMATION IS FORWARDED TO VARIOUS DEPARTMENTS WITHIN FORD TO CONTINUOUSLY IMPROVE OUR PRODUCTS AND SERVICES. YOU WILL ONLY BE CONTACTED IF A SPECIFIC DEPARTMENT REQUIRES ADDITIONAL INFORMATION OR CLARIFICATION. INFERENCE CASE ID: 897

All Action Details for Issue

Print

VIN: 1F7SF31F52EA50233 Year: 2002 Model: F-SERIES SUPER DUTY Case: 366140033
Name: [REDACTED] Owner Status: Original WSD: 2001-08-30
Symptom Desc: LOSS OF POWER ACCELERATION HOT ENGINE Primary Phone: [REDACTED]
Reason Desc: WARRANTY - RENTAL/LOANER COVERAGE Secondary Phone: [REDACTED]
Issue Type: 01 INQUIRY Issue Status: CLOSED

Action: ADVISE CUST LOANER VEHICLES ARE NOT A PROMISION OF THE B-T-B
Dealer: 02771 JACK DEMMER FORD, INC. Origin Desc: US INQUIRY CASE BASE
Odometer: 29000 MI Comm Type: PHONE
Analyst Name: CLAUDEL MCKINLAY Analyst: CMCKINLA
Action Date: 01/03/2003 Action Time: 10.55.07.083 Action Date: No

Comments: CUSTOMER SAYS: =CUST SAYS LAST YEAR 12/25/2002 VEH BROKE DOWN =TOWED VEH TO JACK DEMMER FORD =SENSOR FOR THE ADJUSTABLE PEDAL ASSEMBLY FAILED BECAUSE THROTTLE BODY BROKE CAUSING VEH TO LOSE POWER AND CHECK ENGINE LIGHT TO COME ON =STATES HE WOULD PRESS GAS PEDAL ALL THE WAY TO THE FLOOR BUT ENGINE WOULD NOT MOVE =VEH WOULD ENGAGE INTO ANY GEAR BUT ENGINE WAS NOT GETTING THE GAS BECAUSE GAS FLOW WAS CUT OFF =ENGINE IS HOT WHEN THIS HAPPENS =STATES VEH BROKE DOWN AGAIN LAST NIGHT 3 DAYS AFTER JACK DEMMER FORD DID REPAIR =STATES HE EXPERIENCED THE SAME SYMPTOMS AS HE EXPERIENCED DEC 25TH 2002 =CUST WANTS A LOANER THAT COMPARES WITH HIS VEH BECAUSE HE PLOWS SNOW AND IS LOSING MONEY =FEELS FORD SHOULD OFFER HIM MONEY TO RENT A VEH FOR HIS BUSINESS FOR AS LONG AS HE NEEDS IT =WANTS FORD TO COMPENSATE HIM FOR LOSS OF WORK =ASLO FEELS THAT THE ADJUSTABLE PEDALS ARE DEFECTIVE ON THIS TRUCK PER CUSTOMER, DEALER SAYS: JACK DEMMER FORD, INC. =YESTERDAY RON SERVICE ADVISOR TOLD CUST THAT THEY HAVE ORDER PARTS FOR THIS AND DOES NOT KNOW WHEN VEH WILL BE FIXED CAC ADVISED: THANK YOU FOR YOUR QUESTION. LOANER VEHICLE ELIGIBILITY IS BASED ON THE APPLICABLE EXTENDED SERVICE PLAN PURCHASED, AND LOANER VEHICLES ARE NOT A PROVISION OF THE BUMPER TO BUMPER WARRANTY. HOWEVER, YOUR DEALERSHIP MAY BE ABLE TO PROVIDE FURTHER INFORMATION ON LOANER VEHICLE POLICY. MAY I PROVIDE YOU WITH THE CONTACT INFORMATION OF THE NEAREST FLM DEALERSHIP? INFERENCE CASE ID: 391

FILED FOR RECORD
 IN THE DISTRICT COURT OF
 HENDERSON COUNTY, TEXAS
 11-12-23

██████████, et al,

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IN THE DISTRICT COURT OF
 HENDERSON COUNTY, TEXAS
 3rd JUDICIAL DISTRICT TX.

V.

██████████ et al

PLAINTIFFS' FIRST AMENDED ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COME, Plaintiffs, ██████████ Individually and as Representative of the Estate of ██████████ and as Next Friend of ██████████ Minors, and ██████████ Individually, and Intervenor ██████████, as Next Friend of ██████████ Minor, in the above entitled and numbered cause, complaining of and against Defendants ██████████ as next of friend of ██████████ and FORD MOTOR COMPANY, and would show the Court as follows:

I. DISCOVERY CONTROL PLAN

1.01 Discovery in this case should be conducted under Level 3, Rule 190.4, Revised Texas Rules of Civil Procedure, and Plaintiffs affirmatively plead for damages of at least \$10,000,000.00. Plaintiffs hereby request that a discovery control plan be entered by the Court.

II. PARTIES

2.01 Plaintiff ██████████ (hereinafter referred to individually as "██████████" or collectively with other Plaintiffs as "Plaintiffs") is an individual resident of Henderson County, Texas. ██████████ is bringing this lawsuit in her individual capacity as a wrongful death claimant pursuant to § 71.001, *et seq.*, Texas Civil Practice and Remedies Code. ██████████ is also bringing this lawsuit as Next Friend of her two minor children, ██████████ based upon the individual damages and injuries sustained by her two minor children as a result of the accident and as a result of watching their father suffer injuries and die, and based upon the medical

expenses incurred by her two minor children. [REDACTED] is also bringing this lawsuit pursuant to § 71.021, *et seq.*, Tex.Civ.P.&Rem.Code, as the representative of the Estate of [REDACTED] based upon the injuries sustained by and death of [REDACTED] as well as for the damages sustained by the Estate of [REDACTED].

2.02 Plaintiff [REDACTED] (hereinafter referred to individual as [REDACTED] or collectively with other Plaintiffs as "Plaintiffs") is an individual resident of Henderson County, Texas. [REDACTED] is bringing this lawsuit in his individual capacity as a wrongful death claimant pursuant to § 71.001, *et seq.*, Tex.Civ.P.&Rem.Code.

2.03 Intervenor [REDACTED] (hereinafter referred to individual as [REDACTED] or collectively with other Plaintiffs as "Plaintiffs") is an individual resident of Henderson County, Texas, and brings this suit individually and as Next Friend of [REDACTED] a minor child, who resides in Henderson County, Texas. [REDACTED] is bringing this lawsuit on behalf of her minor child, [REDACTED] as a wrongful death claimant pursuant to § 71.001, *et seq.*, Tex.Civ.P.&Rem.Code.

2.04 Defendant [REDACTED] (hereinafter referred to individually as [REDACTED] or collectively with other Defendants as "Defendants") is an individual resident of Texas. [REDACTED] has filed an appearance herein.

2.05 Defendant [REDACTED] (hereinafter referred to individually as [REDACTED] or collectively with other Defendants as "Defendants") as next of friend of [REDACTED] (hereinafter referred to individually as [REDACTED] or collectively with other Defendants as "Defendants") is an individual resident of Log Cabin, Henderson County, Texas. [REDACTED] has filed an appearance herein.

2.06 Defendant FORD MOTOR COMPANY (hereinafter referred to individually as "Ford Motor" or collectively with other Defendants as "Defendants") is a Delaware corporation doing

business in the State of Texas and may be served with process by serving its Texas registered agent, C.T. Corporation System, 350 N. St. Paul Street, Dallas, Texas 75201.

2.07 Whenever the term Defendant or Defendants is used in this Petition, such term refers to and collectively includes each and every Defendant named in this Petition the same as if each such Defendant's name was set forth individually. Further, such term also includes and refers to the employees, agents, officers and representatives of all named Defendants who were engaged in the normal course and scope of employment for said corporate entities.

III. JURISDICTION & VENUE

3.01 This suit is brought in accordance with the laws of the State of Texas for the recovery of damages which are above the minimal jurisdictional limits of this Court, to which Plaintiffs are entitled to receive compensation for the injuries described below.

3.02 Pursuant to the general venue rule in the State of Texas, venue is proper in this District Court in Henderson County because all or a substantial portion of the events, acts and/or omissions giving rise to this cause occurred in Henderson County, Texas. §15.002, *Tex. Civ. P. & Rem. Code*. Additionally, at least one Defendant, [REDACTED], lived in Henderson County, Texas, when the cause of action accrued.

3.03 Plaintiffs do not seek relief by virtue of this complaint under any Federal statute or pursuant to any Federal or Constitutionally guaranteed rights. Further, complete diversity does not exist because at least one of the Defendants is a resident of Texas.

IV. FACTS APPLICABLE TO ALL CAUSES OF ACTION

4.01 This lawsuit results from a tragic accident that occurred in Henderson County, Texas, on or about June 7, 2002. [REDACTED] was driving his Ford Aerostar van reasonably and prudently on State Highway 198 in Henderson County, Texas, when a Ford F-250 Super Duty pickup, vehicle identification number 1FTNW21F21ED26258, being driven by [REDACTED]

pulled into [REDACTED] lane of traffic at the intersection of State Highway 198 and County Road 2830 and caused a head-on collision. State Highway 198 is a small two-lane highway with posted speed limits of 60 miles per hour and County Road 2830 is a black-top road.

4.02 As a result of the accident, [REDACTED] sustained serious injuries which caused his death shortly after the accident. [REDACTED] was taken to East Texas Medical Center - Athens, where he was pronounced dead. Additionally, [REDACTED] two minor children, [REDACTED] and [REDACTED] were in the Ford Aerostar minivan. Both [REDACTED] suffered physical injuries and have been treated by various healthcare providers. Both [REDACTED] also sustained emotional and psychological injuries as a result of watching their father sustain injuries and die from his injuries. Therefore, [REDACTED] is bringing this lawsuit on behalf of [REDACTED] for both their individual personal injuries and their bystander injuries as a result of watching their father sustain injuries.

4.03 Shortly after the accident, [REDACTED] was taken before a magistrate in Henderson County, Texas, because he was a minor. After being read his rights under Texas law, [REDACTED] made a written statement under oath, in which he stated that when he attempted to accelerate for the left turn, the truck "just eased into the other lane and would not go anywhere". At the time of the accident, [REDACTED] alleged that the truck would not accelerate when he stepped on the accelerator, which caused the truck to only "ease" into [REDACTED] lanes, which caused the tragic accident and injuries to both [REDACTED] and his minor children.

4.04 Several months after the accident, McGilvray Ford in Athens, Texas, began repairing the truck. The status of the repairs were being communicated to [REDACTED] who is allegedly the owner of the truck. The repairs to the truck were completed on or about January 16, 2003. During a "quality check" at McGilvray Ford by Mike Leeper, the body shop manager, it was discovered that

the Ford F-250 Super Duty pickup would not accelerate and would only idle when pressure was applied to the accelerator. Mr. Leeper stated under oath in a deposition:

Question: And what did you do?

Answer: *At that time I got in the vehicle. I put the vehicle in park and pressed on the accelerator and had no acceleration. It would idle fine and everything, but it wouldn't accelerate. So I put it in gear. It made no difference. It still idled fine; still no acceleration.*

Question: So when you had the truck in park and you actually pressed on the accelerator, the truck was still idling; is that correct?

Answer: *Yes*

Question: And then when you put it in gear, what would happen?

Answer: *Nothing. It just - normal idle.*

Question: Would the truck actually move forward?

Answer: *Oh, yes.*

Question: But when you stepped on the accelerator while the truck was in drive, it wouldn't accelerate properly; is that correct?

Answer: *Correct.*

Mr. Leeper testified that although the truck would not accelerate, the truck would go forward in idle mode, which is the same scenario as what happened to [REDACTED] on the date of the accident. Between the date of the accident and the date the accelerator problems were discovered at McGilvray Ford, no other person or entity had made any repairs to the truck besides employees of McGilvray Ford in Athens, Texas. Further, the truck was in McGilvray Ford's exclusive control from June 26, 2002, until the truck was released to [REDACTED] after all repairs had been completed.

4.05 After discovering the problem with the accelerator, Mr. Leeper drove the truck from the body shop to the service department and spoke with Chris Bishop, who is a service technician,

about the problems encountered with the accelerator. Mr. Bishop recorded the problems reported by Mr. Leeper and typed on the service ticket: "ENGINE WONT ACCEL @ TIMES, ONLY IDLES". However, Mr. Bishop testified that when he tried to "duplicate" the problem reported by Mr. Leeper, the truck accelerated properly. Mr. Bishop then assigned the problem to Mr. Billy Whitley, who is the diesel engine expert at McGilvray Ford.

4.06 Mr. Whitley performed a computer test on the truck and found that the throttle position and idle validation "SOMETIMES DONT MATCH". The computer test found a "cont code PO221", which is a computer code that indicates a problem with the throttle position and idle validation. Mr. Whitley then replaced the "failed" accelerator pedal assembly unit with a new accelerator pedal assembly unit and retested the truck. The retest did not show a "code PO221" problem or any other problem with the truck.

4.07 Both Mr. Bishop and Mr. Whitley were questioned under oath about the number of similar defective accelerator pedal assembly units they had discovered prior to the one in this lawsuit on 2001 year model F250 Super Duty pickups. However, both individuals gave identical answers: they could not remember how many similar problems they encountered, but they said it was absolutely more than one (besides the one in this case). Further, Mr. Whitley indicated that although he could not remember how many he had replaced, he was familiar enough with the problem that he replaced the pedal assembly unit and typed the words "REPLACED FAILED ACCEL PEDAL ASSEMBLY" because in all the other instances where he encountered the same problem, he replaced the accelerator assembly unit and the replacement resolved the problem. Mr. Whitley was familiar enough with the problem that he knew the source of the problem immediately.

4.08 After replacing the accelerator assembly unit, Mr. Whitley placed the defective accelerator in a box and marked the box by writing the service number on the box. Ford Motor has a mandatory policy requiring the immediate return of all parts replaced under warranty directly to

Ford Motor. However, the defective part in question that was removed by McGilvray Ford was immediately sequestered and is required to be kept in Athens, Texas pursuant to Court order.

4.09 After the truck was repaired, Todd Pearah was called and was presented with an invoice for all the work on the truck. Neither Mr. Leeper, Mr. Bishop nor anyone else at McGilvray Ford notified [REDACTED] of the problems with the accelerator. Only after glancing at the invoice did Mr. Pearah discover the problems with the accelerator.

4.10 Ford Motor is experiencing the same problems as encountered in this case in the 2002 and 2003 year model Super Duty and Excursions with diesel engines based on information from the Internet from Blue Oval News, which is the so-called "Independent Voice of the Ford Community". Ford Motor has apparently issued a "Customer Satisfaction Program" whereby the accelerator pedal assembly units on 2002 and 2003 year models will be replaced once a customer complains to a Ford dealership of problems. In other words, a Ford Motor customer is required to encounter a problem with the accelerator and then complain to a Ford dealership before Ford Motor will replace the accelerator. Based upon information obtained thus far, Ford Motor has not issued either a safety recall or owner notification program that would notify customers or owners of Ford Super Duty and Excursions with diesel engines of the problems that have been ongoing with the accelerators. Further, Ford Motor company has not notified its dealerships of the problems.

4.11 At all material times, Ford Motor was engaged in the business of designing, manufacturing, testing, marketing, and distributing motor vehicles to the general public and, specifically, was responsible for designing, manufacturing, testing, marketing, and distributing the Ford F250 Super Duty which caused the accident in this case.

V. CAUSES OF ACTION AGAINST FORD MOTOR COMPANY

5.01 Plaintiffs hereby adopt, restate and reallege each and every paragraph of the Facts Applicable to All Causes of Action (Section IV) above as if fully and completely set forth herein.

A. COUNT ONE: ORDINARY NEGLIGENCE

5.02 Plaintiffs bring this cause of action for ordinary negligence against Ford Motor on the basis that Ford Motor was in the business of designing, manufacturing, testing, marketing, and distributing Ford Super Duty pickups to the general public. As such, Ford Motor had a duty to exercise ordinary care in designing, manufacturing, testing, marketing, and distributing Ford Super Duty pickups that were safe to be driven on the public highways. Ford Motor breached its duty to the public. Ford Motor's acts and/or omissions include, but are not limited to, the following:

- a. failing to exercise reasonable care in the design, manufacture and marketing of the Ford Super Duty pickups in regards to accelerator pedal assembly units;
- b. failing to exercise reasonable care in the testing, inspection, examination and evaluation of the Ford Super Duty pickups in regards to accelerator pedal assembly units;
- c. failing to design, manufacture, assemble, distribute and sell the Ford Super Duty pickups in regards to accelerator pedal assembly units;
- d. designing and manufacturing accelerator pedal assembly units for Ford Super Duty pickups that had a propensity to have an intermittent throttle position sensor problem;
- e. designing and manufacturing accelerator pedal assembly units for Ford Super Duty pickups that had a propensity to have an intermittent throttle position sensor problem causing a lack of throttle response;
- f. designing and manufacturing accelerator pedal assembly units for Ford Super Duty pickups that had failures in the throttle position sensor and idle validation causing a lack of throttle response; and
- g. failing to take actions to notify consumers that accelerator assembly units in Ford Super Duty pickups caused a safety-related problem.

Each and every act and or omission of Ford Motor company caused the Ford F250 Super Duty pickup driven by [REDACTED] to be unreasonably dangerous.

5.03 Plaintiffs hereby allege that each and every act and/or omission of Ford Motor, taken individually or in combination, was a direct and proximate cause of the accident which made the basis of this lawsuit and was a direct and proximate cause of Plaintiffs' injuries and damages, as well

as the injuries and death of [REDACTED]. Further, Plaintiffs hereby allege that each and every act and/or omission of Ford Motor, taken individually or in combination, was a substantial factor in causing the accident which made the basis of this lawsuit and was a substantial factor in causing the injuries and damages of Plaintiff as well as the injuries and death of [REDACTED]. Finally, Plaintiffs allege that the actions of [REDACTED] in driving the Ford F250 Super Duty pickup on the public highways in Henderson County, Texas, and making a left-hand turn on a two-lane highway, was a reasonably foreseeable event. Further, Plaintiffs allege it is reasonably foreseeable that driving a Ford F250 Super Duty pickup with an accelerator pedal assembly unit that was not working properly would cause a pickup to not properly accelerate when attempting to make a turn, which would cause an accident and injuries to the persons within the vehicles.

B. COUNT TWO: PRODUCT LIABILITY - STRICT TORT LIABILITY

5.04 Defendant Ford Motor was, at all material times, in the business of designing, manufacturing, testing, marketing, and distributing Ford Super Duty pickups to the general public, specifically including the Ford Super Duty pickup driven by [REDACTED]. As such, Plaintiffs hereby invoke the doctrine of product liability and strict liability as enunciated in § 402A of the Restatement (Second) of Torts and adopted by the Supreme Court of Texas.

5.05 Ford Motor had a duty at the time of manufacture of the Ford Super Duty pickup in question to design, manufacture and market vehicles in a reasonable and safe way so as not to cause injury to members of the general public.

5.06 Ford Motor company manufactured the Ford Super Duty pickup in question, which is unreasonably safe and dangerously defective because of the intermittent lack of throttle response associated with the accelerator pedal assembly unit. The designing, manufacturing and testing, if any, of the accelerator pedal assembly unit by Ford Motor caused the Ford Super Duty pickup to be unreasonably safe and dangerous to be driven on the public highways. The defective nature of the

product was a proximate and producing cause of the injuries and death of Johnny Hudson, as well as the injuries and damages to Plaintiffs, thus rendering Ford Motor strictly liable. At the time the vehicle left the control of Ford Motor and at the time of the injuries in this case, the Ford Super Duty pickup in question was in a defective condition and was unreasonably dangerous when put to a reasonably anticipated and foreseeable use.

5.07 The Ford Super Duty pickup in question was defective in the following, including but not limited to, respects:

- a. the pedal assembly unit failed when pressure was applied to the accelerator to accelerate the truck;
- b. the throttle position (tp) sensor and idle validation did "not match", causing a lack of throttle response and lack of acceleration;
- c. the accelerator pedal assembly unit had an intermittent lack of throttle response which caused the lack of acceleration when [REDACTED] attempted to accelerate by applying pressure to the accelerator;
- d. the pedal assembly unit was defectively designed, manufactured, assembled, inspected and tested in that the accelerator would intermittently fail;
- e. the pedal assembly unit was defectively designed, manufactured, assembled, inspected and tested in that the accelerator would intermittently fail, causing the truck to only idle and not accelerate;
- f. the pedal assembly unit was defectively designed, manufactured, assembled, inspected and tested in that the accelerator would intermittently fail and cause the vehicle to have a lack of response when a driver would attempt to accelerate; and
- g. the Ford Super Duty truck was improperly and inadequately tested and inspected by Ford Motor.

Each and every one of the acts or omissions of Ford Motor, taken individually or in combination, made the Ford Super Duty pickup unreasonably dangerous to drive on the public highways. Further, each and every one of the acts or omissions of Ford Motor, taken individually or in combination, was a producing cause of the accident which made the basis of this case and was a producing cause of the injuries and death of [REDACTED] as well as the injuries and damages of Plaintiffs.

VI. CAUSE OF ACTION AGAINST JAMES LINDSEY, II, and TODD PEARAH

6.01 Plaintiffs hereby adopt, restate and reallege each and every paragraph of the Facts Applicable to All Causes of Action (Section IV) above as if fully and completely set forth herein.

6.02 At the time of the accident in question, [REDACTED] operated the vehicle in an negligent and unreasonable manner. Specifically, Defendant [REDACTED] had a duty to exercise ordinary care and operate the vehicle reasonably and prudently. Defendant breached that duty by, including but not limited to:

- a. failing to timely apply the brakes;
- b. failing to keep a proper lookout; and
- c. failing to yield the right of way.

Each and all of the above acts and/or omissions constitute negligence and the same are a proximate cause of the injuries and death of [REDACTED] as well as the injuries and damages of Plaintiffs in this case. Since [REDACTED] is a minor, this cause is asserted against his Next Friend, [REDACTED]

6.03 Additionally, Plaintiffs hereby allege that Defendant [REDACTED] was the employer of [REDACTED] and [REDACTED] was working within the scope and course of his employment at the time the accident which made the basis of this lawsuit occurred. Therefore, Defendant [REDACTED] is vicariously liable for the negligent acts of his employee.

VII. DAMAGES

7.01 Upon trial of this cause, Plaintiffs will show that they were caused to sustain injuries and damages as a direct, proximate and/or producing cause of the Defendants' acts and/or omissions. Plaintiffs respectfully request the Court and jury to determine the amount of loss/damages sustained by each Plaintiff and by the deceased [REDACTED] in the past and will incur in the future with respect to the extreme physical pain and mental suffering, mental anguish, loss of companionship

and society, loss of financial support, spousal and parental consortium, pecuniary damages, loss of inheritance, loss wage earning, and medical expenses.

7.02 Plaintiff [REDACTED] as the Representative of the Estate of [REDACTED] will show at the time of trial that [REDACTED] suffered severe injuries which caused his death shortly after the accident. Plaintiff [REDACTED] seeks damages for the individual injuries, physical pain and suffering suffered by [REDACTED] prior to this death. Additionally, Plaintiff [REDACTED] will show that the Estate incurred medical, funeral and burial expenses as a result of the injuries suffered by [REDACTED]. The expenses were incurred for reasonable and necessary care and were usual and customary for services of the same kind in Henderson County, Texas.

7.03 Plaintiff [REDACTED] individually, will show at the time of trial that she has suffered severe mental anguish and emotional distress based upon the loss of her husband, [REDACTED]. Further, Plaintiff [REDACTED] has incurred and hereby seeks damages for lost wages as well as loss of companionship, society, mental and financial support, household services and spousal consortium that incurred in the past and will, in all reasonable probability, be sustained in the future based on the injuries and wrongful death of her husband.

7.04 Plaintiff [REDACTED], Individually and as Next Friend of [REDACTED] [REDACTED] will show at the time of trial that [REDACTED] have suffered and are suffering from severe personal injuries and will suffer said injuries in the future. Plaintiff [REDACTED] being the parent of [REDACTED] hereby seeks damages for the severe personal injuries, physical pain and mental anguish suffered by [REDACTED] based on their personal injuries sustained in the past and will incur in the future. Further, Plaintiff [REDACTED] hereby seeks damages for the medical expenses incurred during the past for the medical care of [REDACTED] related to the injuries sustained in the accident and will incur in the future. Plaintiff [REDACTED] also seeks all damages for [REDACTED] recognized under Texas law based upon the wrongful death of their

father, [REDACTED], including damages for pecuniary loss, loss of parental companionship and society, loss of inheritance, and for mental anguish. Finally, Plaintiff [REDACTED] seeks all bystander damages recognized under Texas law. [REDACTED] witnessed the tragic injuries and death of their father. As a result of witnessing the injuries and death of their father, [REDACTED] [REDACTED] have sustained severe mental and emotional anguish in the past and will incur same in the future for which Plaintiff [REDACTED] hereby seeks as damages.

7.05 Plaintiff [REDACTED] Individually, is the surviving father of [REDACTED] [REDACTED] seeks all damages recognized under Texas law sustained by [REDACTED] in the past and will be sustained in all reasonable probability in the future based upon the wrongful death of his son, [REDACTED], including damages for pecuniary loss, loss of parental companionship and society, and for mental anguish.

7.06 Intervenor [REDACTED] Individually and as Next Friend on Behalf of [REDACTED] [REDACTED] seeks all damages recognized under Texas law sustained by [REDACTED] in the past and will be sustained in all reasonable probability in the future based upon the wrongful death of her father, [REDACTED], including damages for pecuniary loss, loss of parental companionship and society, loss of inheritance, and for mental anguish.

VIII. PRE-JUDGMENT AND POST-JUDGMENT INTEREST

8.01 Plaintiffs hereby seek pre-judgment and post-judgment interest as allowed by law for all damages sought herein.

IX. PAST, PRESENT & FUTURE DAMAGES

9.01 Plaintiffs expressly reserve the right to amend this Petition to plead an increase in damages or additional damages sought herein as each element of damages continues to increase on a daily basis. Thus, Plaintiffs give notice to the Defendants that they are suing for past, present and future damages with respect to each element set forth herein.

XII. PRAYER

WHEREFORE PREMISES CONSIDERED, Plaintiffs ask that Defendants be cited to appear and answer herein, and upon final trial that Plaintiffs have judgment against Defendants, jointly and severally, for actual damages in the amount as the evidence may show and the jury may determine to be proper, pre-judgment and post-judgment interest as allowed by law, costs of suit, and all other relief in law or equity, both general and specific, that the Court deems appropriate and Plaintiffs show themselves entitled.

PLAINTIFFS DEMANDS A JURY TRIAL

Respectfully submitted,

GREENE LAW FIRM, P.C.

By: 

TROY L. GREENE

State Bar No. 00795390

1415 Louisiana, Suite 3200

Houston, Texas 77002

(713) 547-0500

(713) 547-0506 FAX

ATTORNEY FOR PLAINTIFFS

INDIVIDUALLY AND AS REPRESENTATIVE OF THE

ESTATE OF [REDACTED] AND AS NEXT FRIEND

OF [REDACTED]

JEFFREY L. WEINSTEIN, P.C.

By:  by Troy Greene

JEFFREY L. WEINSTEIN

State Bar No. 21096450

SHELLI MORRISON

State Bar No. 24032881

518 East Tyler Street

Athens, Texas 75751

(903) 677-5333

(903) 677-3657 FAX

ATTORNEYS FOR INTERVENOR [REDACTED]

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy hereof has been forwarded to all attorneys of record pursuant to Rule 21 and Rule 21a, Texas Rules of Civil Procedure via facsimile, certified mail return receipt requested and/or hand-delivery on May 29, 2003.

John Dwyre
JOHN DWYRE & ASSOCIATES
4207 Gardendale, Suite 104-B
San Antonio, Texas 78229

Clifford Rodgers
THE RODGERS LAW FIRM
6125 Airport Freeway
Fort Worth, Texas 76117

Michael Starr
HOMMEL & STARR
3304 S. Broadway, Suite 202
Tyler, Texas 75701

Jeff Weinstein
JEFFREY WEINSTEIN, P.C.
518 East Tyler St.
Athens, Texas 75751

Charles Ainsworth
CLARK, LEA & AINSWORTH
P.O. Box 98
Tyler, Texas 75710

Roy Stacy
STACY & CONDER
901 Main Street, Suite 6220
Dallas, Texas 75202

GREENE LAW FIRM, P.C.

By:



TROY L. GREENE

CITATION

THE STATE OF TEXAS

TO: FORD MOTOR COMPANY
Registered Agent: Ct Corporation System
330 North St Paul Street
Dallas, Tx 75201

GREETING:

You are hereby commanded to appear by filing a written answer to the PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION at or before 10 o'clock a.m. of the Monday next after the expiration of twenty days after the date of service hereof, Before the Honorable 3rd Judicial District Court of Henderson County, Texas, at the JUDICIAL COMPLEX in Athens, Texas. Said PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION was filed on 06/26/02. The file number of said suit being 02-137. The style of the case is: SENDY HUDSON, ET AL. vs. JOSEPH TODD PEARAH, ET AL.

The name and address of the attorney for the PLAINTIFF, or the address of the PLAINTIFF is:

GREENE, TROY L
GREENE LAW FIRM P.C.
HOUSTON, TX 77002

The nature of the PLAINTIFF'S demand is set out and shown by a true and correct copy of the PLAINTIFF'S FIRST AMENDED ORIGINAL PETITION accompanying this citation, and made a part hereof.

The Officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

NOTICE TO DEFENDANT: You have been sued. You may employ an attorney. If you or your attorney does not file a written answer with the Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Issued and given under my hand and the seal of said Court at Athens, Texas, 5TH DAY OF JUNE, 2003.

ADDRESS OF CLERK:
HENDERSON COUNTY COURTHOUSE
ATHENS, TEXAS 75751

BECKY HANKS, DISTRICT CLERK
HENDERSON COUNTY, TEXAS

BY: Wendy Freeman, DEPUTY

OFFICER'S RETURN

CAME TO HAND THE _____ DAY OF _____ A.D. 20____, AT _____ O'CLOCK
____, M., AND EXECUTED ON THE _____ DAY OF _____ A.D. 20____, AT _____
O'CLOCK _____, M., BY DELIVERING TO _____
THE WITHIN NAMED DEFENDANT, IN PERSON, A TRUE COPY OF THIS CITATION.

FEES:

SERVING CITATION, _____ \$ _____

MILEAGE, _____ \$ _____

TOTAL \$ _____

SHERIFF/CONSTABLE

_____, COUNTY, TEXAS

BY: _____, DEPUTY

STATE OF TEXAS

9

This is to certify that I, Tony Small, am employed by the Texas Department of Public Safety; that I am the Custodian of Motor Vehicle Accident Records for such Department; that the attached is a true and correct copy of the Peace Officer's report filed with the Department of the accident referred to in the attached request; that the investigation of the accident by the Peace Officer is authorized by law; that this Peace Officer's report is required by law to be completed and filed with this Department; that this report sets forth matters observed pursuant to duty imposed by law as to which matters there was a duty to report, or factual findings resulting from an investigation made pursuant to authority granted by law.

In Testimony Whereof, I hereunto set my hand and affix the Seal of the Department of Public Safety of the State of Texas. Done at my office, in the City of Austin, this 5th day of July, 2003.



Tony Small
Tony Small
Custodian of Accident Records

PLATE NUMBER: **10700** **FATAL** PROC 7-3-02

COUNTY: Henderson CITY OR TOWN: _____

IF ACCIDENT WAS OUTSIDE CITY LIMITS, INDICATE FROM HOW FAR BY TOWN: 0.9 MILES N E S W OF Carroll City CITY OR TOWN

ROAD ON WHICH ACCIDENT OCCURRED: SH 186 STREET OR ROAD NAME ROUTE NUMBER OR STREET CODE

INTERSECTING STREET OR RR XING NUMBER: CR 2830 STREET OR ROAD NAME ROUTE NUMBER OR STREET CODE

NOT AT INTERSECTION: FT. OF _____

M. N. E. W.

SECTION TO REPORT CRIMINAL MATTERS OR UNLAWFUL USE OF WEAPON. IF FATAL, INDICATE WHETHER ACCIDENT OCCURRED ON HIGHWAY OR RAMP.

2134636

X

31198

312

DATE OF ACCIDENT: June 7, 2002 DAY OF WEEK: Friday HOUR: 1:45 PM

A.M. P.M.

VEHICLE NO. 1 - MOTOR VEHICLE **4KNN** VEHICLE IDENT. NO. 1FTNNW2P2WED3226 IF BODY STYLE = VAN OR BUS, INDICATE SEATING CAPACITY

YEAR MODEL: 2001 COLOR: White MAKE: Ford MODEL NAME: F-250 BODY STYLE: PJ LICENSE PLATE: 02 TX

DRIVER'S NAME: _____ LAST FIRST MIDDLE ADDRESS (STREET, CITY, STATE, ZIP): _____ PHONE NUMBER: _____

DRIVER'S LICENSE: TX STATE: _____ NUMBER: _____ CLASSIFICATION: C DOB: _____ RACE: W SEX: M OCCUPATION: Student

SPECIMEN TAKEN (ALCOHOLIC ANALYSIS): BREATH BLOOD OTHER NONE REFUSED ALCOHOLIC RESULT: _____ POLICE OFFICER, EMS DRIVER, FIRE FIGHTER ON EMERGENCY? YES NO

LEASER OWNER: Todd Parrish ADDRESS (STREET, CITY, STATE, ZIP): 124 Baytree Trail Mabank TX 75147

LIABILITY INSURANCE: YES NO Alstate POLICY NUMBER: 338 878101 0424 VEHICLE DAMAGE RATING: 1-FL-3

VEHICLE NO. 2 - MOTOR VEHICLE TRUCK PEDALCYCLIST TONED PRESTRIAN OTHER **4KNN** VEHICLE IDENT. NO. 1FMCA11U8L2A43601 IF BODY STYLE = VAN OR BUS, INDICATE SEATING CAPACITY: 4

YEAR MODEL: 1999 COLOR: Maroon MAKE: Ford MODEL NAME: Explorer BODY STYLE: PV LICENSE PLATE: 02 TX

DRIVER'S NAME: _____ LAST FIRST MIDDLE ADDRESS (STREET, CITY, STATE, ZIP): _____ PHONE NUMBER: _____

DRIVER'S LICENSE: TX STATE: _____ NUMBER: _____ CLASSIFICATION: C DOB: _____ RACE: W SEX: M OCCUPATION: Disabled

SPECIMEN TAKEN (ALCOHOLIC ANALYSIS): BREATH BLOOD OTHER NONE REFUSED ALCOHOLIC RESULT: _____ POLICE OFFICER, EMS DRIVER, FIRE FIGHTER ON EMERGENCY? YES NO

LEASER OWNER: Same ADDRESS (STREET, CITY, STATE, ZIP): _____

LIABILITY INSURANCE: YES NO Alstate POLICY NUMBER: _____ VEHICLE DAMAGE RATING: 11-FL-8

DAMAGE TO PROPERTY OTHER THAN VEHICLES: None

NAME AND ADDRESS OF OWNER: _____ PHONE PREFIX: _____ DAMAGE SIGNATURE: _____

WEATHER: 1 SURFACE CONDITION: 1 TYPE ROAD SURFACE: 1

1-CLEAR 2-DIM 3-DRIZZLE 4-RAIN 5-DRIZZLE 6-RAIN 7-DRIZZLE 8-RAIN 9-DRIZZLE 10-RAIN 11-DRIZZLE 12-RAIN 13-DRIZZLE 14-RAIN 15-DRIZZLE 16-RAIN 17-DRIZZLE 18-RAIN 19-DRIZZLE 20-RAIN 21-DRIZZLE 22-RAIN 23-DRIZZLE 24-RAIN 25-DRIZZLE 26-RAIN 27-DRIZZLE 28-RAIN 29-DRIZZLE 30-RAIN 31-DRIZZLE 32-RAIN 33-DRIZZLE 34-RAIN 35-DRIZZLE 36-RAIN 37-DRIZZLE 38-RAIN 39-DRIZZLE 40-RAIN 41-DRIZZLE 42-RAIN 43-DRIZZLE 44-RAIN 45-DRIZZLE 46-RAIN 47-DRIZZLE 48-RAIN 49-DRIZZLE 50-RAIN 51-DRIZZLE 52-RAIN 53-DRIZZLE 54-RAIN 55-DRIZZLE 56-RAIN 57-DRIZZLE 58-RAIN 59-DRIZZLE 60-RAIN 61-DRIZZLE 62-RAIN 63-DRIZZLE 64-RAIN 65-DRIZZLE 66-RAIN 67-DRIZZLE 68-RAIN 69-DRIZZLE 70-RAIN 71-DRIZZLE 72-RAIN 73-DRIZZLE 74-RAIN 75-DRIZZLE 76-RAIN 77-DRIZZLE 78-RAIN 79-DRIZZLE 80-RAIN 81-DRIZZLE 82-RAIN 83-DRIZZLE 84-RAIN 85-DRIZZLE 86-RAIN 87-DRIZZLE 88-RAIN 89-DRIZZLE 90-RAIN 91-DRIZZLE 92-RAIN 93-DRIZZLE 94-RAIN 95-DRIZZLE 96-RAIN 97-DRIZZLE 98-RAIN 99-DRIZZLE 100-RAIN

1-DRY 2-DRY 3-DRY 4-DRY 5-DRY 6-DRY 7-DRY 8-DRY 9-DRY 10-DRY 11-DRY 12-DRY 13-DRY 14-DRY 15-DRY 16-DRY 17-DRY 18-DRY 19-DRY 20-DRY 21-DRY 22-DRY 23-DRY 24-DRY 25-DRY 26-DRY 27-DRY 28-DRY 29-DRY 30-DRY 31-DRY 32-DRY 33-DRY 34-DRY 35-DRY 36-DRY 37-DRY 38-DRY 39-DRY 40-DRY 41-DRY 42-DRY 43-DRY 44-DRY 45-DRY 46-DRY 47-DRY 48-DRY 49-DRY 50-DRY 51-DRY 52-DRY 53-DRY 54-DRY 55-DRY 56-DRY 57-DRY 58-DRY 59-DRY 60-DRY 61-DRY 62-DRY 63-DRY 64-DRY 65-DRY 66-DRY 67-DRY 68-DRY 69-DRY 70-DRY 71-DRY 72-DRY 73-DRY 74-DRY 75-DRY 76-DRY 77-DRY 78-DRY 79-DRY 80-DRY 81-DRY 82-DRY 83-DRY 84-DRY 85-DRY 86-DRY 87-DRY 88-DRY 89-DRY 90-DRY 91-DRY 92-DRY 93-DRY 94-DRY 95-DRY 96-DRY 97-DRY 98-DRY 99-DRY 100-DRY

1-ASPHALT 2-CONCRETE 3-GRASS 4-GRASS 5-GRASS 6-GRASS 7-GRASS 8-GRASS 9-GRASS 10-GRASS 11-GRASS 12-GRASS 13-GRASS 14-GRASS 15-GRASS 16-GRASS 17-GRASS 18-GRASS 19-GRASS 20-GRASS 21-GRASS 22-GRASS 23-GRASS 24-GRASS 25-GRASS 26-GRASS 27-GRASS 28-GRASS 29-GRASS 30-GRASS 31-GRASS 32-GRASS 33-GRASS 34-GRASS 35-GRASS 36-GRASS 37-GRASS 38-GRASS 39-GRASS 40-GRASS 41-GRASS 42-GRASS 43-GRASS 44-GRASS 45-GRASS 46-GRASS 47-GRASS 48-GRASS 49-GRASS 50-GRASS 51-GRASS 52-GRASS 53-GRASS 54-GRASS 55-GRASS 56-GRASS 57-GRASS 58-GRASS 59-GRASS 60-GRASS 61-GRASS 62-GRASS 63-GRASS 64-GRASS 65-GRASS 66-GRASS 67-GRASS 68-GRASS 69-GRASS 70-GRASS 71-GRASS 72-GRASS 73-GRASS 74-GRASS 75-GRASS 76-GRASS 77-GRASS 78-GRASS 79-GRASS 80-GRASS 81-GRASS 82-GRASS 83-GRASS 84-GRASS 85-GRASS 86-GRASS 87-GRASS 88-GRASS 89-GRASS 90-GRASS 91-GRASS 92-GRASS 93-GRASS 94-GRASS 95-GRASS 96-GRASS 97-GRASS 98-GRASS 99-GRASS 100-GRASS

IN YOUR OPINION, DID THIS ACCIDENT RESULT IN AT LEAST \$1000.00 DAMAGE TO ANY ONE PERSON'S PROPERTY? YES NO

CHARGES FILED: NAME James Lindsey II CHARGE Average Pending Review CITATION NUMBER ED40857

NAME _____ CHARGE _____ CITATION NUMBER _____

TIME NOTIFIED OF ACCIDENT: 06/07/02 1:53 PM HOW: Henderson County S.O. TIME ARRIVED AT SCENE OF ACCIDENT: 06/07/02 2:28 PM

TYPED OR PRINTED NAME OF INVESTIGATOR: Jason P. Rollins DATE REPORT MADE: 06/07/02 IS REPORT COMPLETE? YES NO

SIGNATURE OF INVESTIGATOR: Jason P. Rollins I.D. NO. 9608 DEPARTMENT: DPB-TSP DIST. AREA: 648

36185

PE83-844 26776

EDUCATION (SEE 1)	SEXED	CODE FOR TYPE RESTRAINT USED	INJURY CODE	HELMET USED	CODE FOR INJURY SEVERITY	ALCOHOL/DRUGS ANALYSIS COMPLETE IF OTHER TESTS COMPLETED
NO RECORD/RECORDS FROM OTHER AGENCIES EDUCATION (SEE 1) (SEE 1) (SEE 1) COURTESY (SEE 1) (SEE 1) (SEE 1) EDUCATION (SEE 1) (SEE 1) (SEE 1)	1-MALE 2-FEMALE 3-UNKNOWN	1-SEATBELT 2-SEATBELT AND AIR BAG 3-SEATBELT 4-SEATBELT AND AIR BAG 5-OTHER	1-NO INJURY 2-HEAD/NECK 3-THORAX/ABDOMEN 4-EXTREMITIES 5-OTHER	1-NO 2-YES	1-NO INJURY 2-HEAD/NECK 3-THORAX/ABDOMEN 4-EXTREMITIES 5-OTHER	1-NO 2-YES

UNIT NO. 1
DAMAGE RATING: 1-FL-3
TOWED DUE TO DAMAGE: YES NO
VEHICLE REMOVED TO: Date' Impound Euatace TX
Sun Shine Wrecker

PERSON	COMPLETE ALL DATA ON ALL OCCUPANTS NAME, POSITION, RESPECTIVE SEAT, ETC. HOWEVER, IT IS NOT NECESSARY TO SHOW OCCUPANTS WHOSE NAMES WERE ON PLATES	SEX	EDUC	TYPE RESTRAINT USED	HELMET	AGE	SEX	INJURY CODE
1 DRIVER	NAME LAST NAME FIRST: SEE FRONT	N	N	A	Y	NA	TR	M N

UNIT NO. 2
DAMAGE RATING: 11-FL-6
TOWED DUE TO DAMAGE: YES NO
VEHICLE REMOVED TO: Date' Impound Euatace TX
Sun Shine Wrecker

PERSON	COMPLETE ALL DATA ON ALL OCCUPANTS NAME, POSITION, RESPECTIVE SEAT, ETC. HOWEVER, IT IS NOT NECESSARY TO SHOW OCCUPANTS WHOSE NAMES WERE ON PLATES	SEX	EDUC	TYPE RESTRAINT USED	HELMET	AGE	SEX	INJURY CODE
6 DRIVER	NAME LAST NAME FIRST: SEE FRONT	N	N	A	N	NA	34	M K
7 RP	[REDACTED]	N	N	A	N	NA	8	M B
8 RP	[REDACTED]	N	N	B	N	NA	5	F B

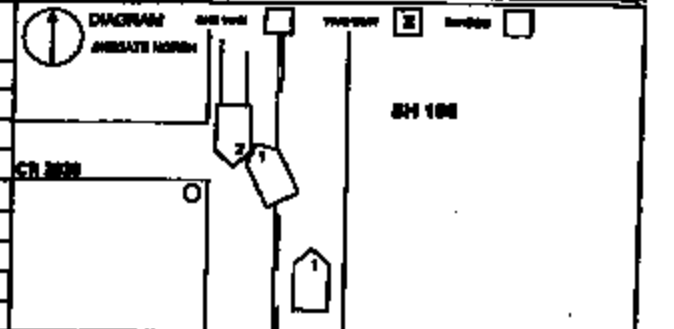
PERSON	COMPLETE IF CASUALTIES NOT IN MOTOR VEHICLE	SEX	TYPE RESTRAINT USED	HELMET	AGE	SEX	INJURY CODE
9 CASUALTY	CASUALTY NAME LAST NAME FIRST: [REDACTED]						

ITEM	TAKEN TO	BY	TIME NOTIFIED	TIME ARRIVED AT SCENE	NO. OF VEHICLES
6	ETMC Adams	EMS	1:47 PM	1:58 PM	3
7	ETMC Adams	EMS	2:14 PM	2:23 PM	2

PERSON NUMBER	DATE OF DEATH	TIME OF DEATH	ITEM NUMBER	DATE OF DEATH	TIME OF DEATH
6	6/7/02	2:20 PM			

INVESTIGATOR'S NARRATIVE OPINION OF WHAT HAPPENED (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Unit #1 was traveling North on SH 108, approaching CR 2830. Unit #2 was traveling South on SH 108, approaching CR 2830. Unit #1 attempted to make a left turn onto CR 2830 in front of Unit #2. Unit #2's FL struck Unit #1's FL. Unit #2 exited the roadway to the West. Unit #1 came to rest on the roadway.



FACTORS AND CONDITIONS LISTED ARE THE INVESTIGATOR'S OPINION

FACTORS/CONDITIONS CONTRIBUTING:

X UNIT 1	37	-	-
UNIT 2	-	-	-

OTHER FACTORS/CONDITIONS MAY OR MAY NOT HAVE CONTRIBUTED:

UNIT 1	-	-	-
UNIT 2	-	-	-

TRAFFIC CONTROL: 6

1- NO CONTROL OPERATIONS
2- OFFICER ON SCENE
3- STOP AND GO SIGNAL
4- STOP SIGN
5- FLASHING RED LIGHT

6- TURN SIGNAL
7- FLASHING BEAM
8- FLASHING BEAM
9- FLASHING BEAM
10- FLASHING BEAM
11- OTHER CONTROL

12- OTHER FACTOR PARTS ON THE ABOVE

- 1. ROAD OBSTRUCTION - ROADWAY
- 2. ROAD OBSTRUCTION - SIDE
- 3. ROAD OBSTRUCTION - CENTER
- 4. CURVED LANE - SUPERELEVATION
- 5. IMPROPER OR NO SIGNALS
- 6. IMPROPER OR NO SIGNALS
- 7. IMPROPER OR NO SIGNALS
- 8. IMPROPER OR NO SIGNALS
- 9. IMPROPER OR NO SIGNALS
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- 99. IMPROPER OR NO SIGNALS
- 100. IMPROPER OR NO SIGNALS

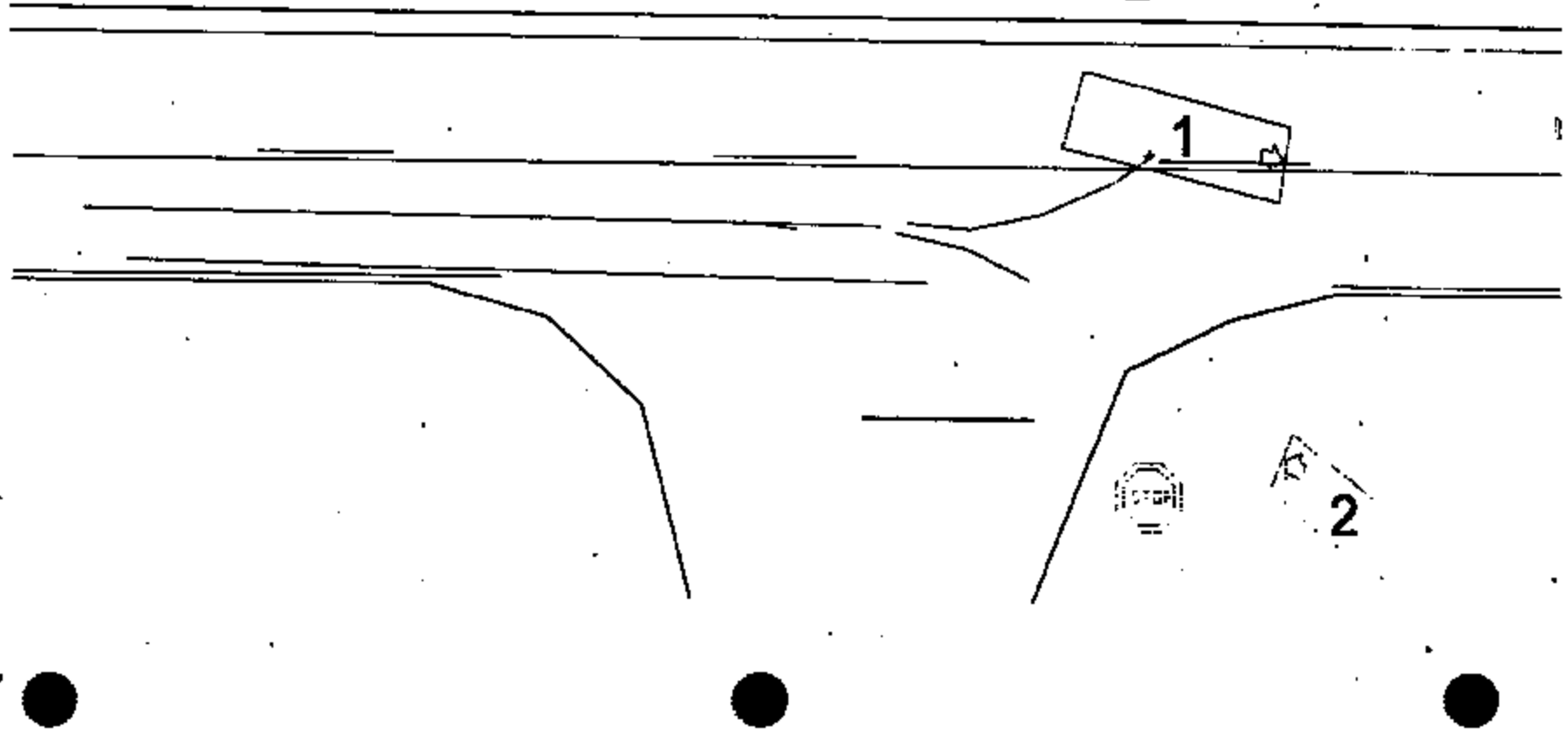
Fatal Accident
SH 198 at County Road 2830
Henderson County, Texas
June 7, 2002

Investigated by: Jason Rolison # 9608
1 inch = 15 feet

2002 JUL 01 11:53

COPY

COPIA QUAESTIONA. FI' N



Action Details for Issue

Print

VIN: 1FTNW21F21ED26258 Year: 2001 Model: F-SERIES SUPER DUTY Case: 502661063
 Name: [REDACTED] Owner Status: Original WSD: 2001-07-09
 Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: LEGAL - ACCIDENT Secondary Phone:
 Issue Type: 07 LEGAL Issue Status: CLOSED

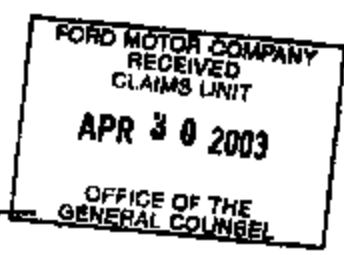
Action: OPEN LEGAL CONTACT - PRODUCT LIABILITY
 Dealer: 02388 MCGILVRAY FORD LINCOLN MERCURY Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK
 Odometer: 12698 MI Comm Type: EMAIL
 Analyst Name: CHERIE LEICH Analyst: CLEICH
 Action Date: 04/16/2003 Action Time: 13.58.06.803 Action Data: No

Comments *****PRODUCT LIABILITY***** EMAIL RECEIVED 4-14-03 DEALER CONTACT:
 WESLEY EDGE CUSTOMER ALLEGES HE WAS INVOLVED IN AN ACCIDENT DUE TO ACCELERATOR PEDAL
 STICKING. CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Action: MAKE OUTBOUND CALL TO DEALER
 Dealer: 02388 MCGILVRAY FORD LINCOLN MERCURY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 12698 MI Comm Type: PHONE
 Analyst Name: SCHWAGLE, JEFF Analyst: JSCHWAGL
 (J.)
 Action Date: 04/17/2003 Action Time: 11.41.12.068 Action Data: Yes

Comments *** LPA COMMENTS *** - LPA CONTACTED DEALERSHIP

Data Element Name	Data Value
CONTACT PERSON	WESLEY EDGE



Action: REDIRECT TO OTHER
 Dealer: 02388 MCGILVRAY FORD LINCOLN MERCURY Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 12698 MI Comm Type: PHONE
 Analyst Name: SCHWAGLE, JEFF Analyst: JSCHWAGL
 (J.)
 Action Date: 04/17/2003 Action Time: 11.42.47.887 Action Data: No

Comments *** LPA COMMENTS *** - DUE TO NATURE OF COMPLAINT, REDIRECTED CASE TO JODY BANCUI

SW

Action Detail

VIN: 1FTNW21F21ED26258	Year: 2001	Model: F-SERIES SUPER DUTY	Case: 502881083
Name: [REDACTED]	Owner Status: Original	WBD: 2001-07-09	
Symptom Desc: SURGE ACCELERATION ALL ENGINE TEMP		Primary Phone: [REDACTED]	
Reason Desc: LEGAL - ACCIDENT		Secondary Phone:	
Issue Type: 07 LEGAL	Issue Status: OPEN	Dealer: MCGILVRAY FORD LINCOLN MERCURY	
Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK		P & A Code: 02399	
Action Desc: OPEN LEGAL CONTACT - PRODUCT LIABILITY			
Odometer: 12888 MI	Comm Type: EMAIL		
Action Date: 04/16/2003	Action Time: 13:58:06:803	Action Data: No	
Analyst Name: CHERIE LEICH	Analyst: CLEICH		

COMMENTS: PRODUCT LIABILITY EMAIL RECEIVED 4-14-03 DEALER CONTACT: WESLEY EDGE CUSTOMER ALLEGES HE WAS INVOLVED IN AN ACCIDENT DUE TO ACCELERATOR PEDAL STICKING. CUSTOMER REQUESTS CONTACT FROM FORD REPRESENTATIVE.

Per Lourdes
 Discussed w/
 Jim Leary -
 Case involved
 fatalities

Standard Claims List For Model Year 2001

VIN	VEH LINE	MKT DERIV	BODY CAB	VER SERIES	DRIVE TYPE	PLT CD	TRS CD	ENG CD	PLCD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	CPSC_6	PREF	BASE	SLUFF	CCC	CD	DIST (Miles)	
1E1NWS2121F02028T/F7		T/F	T/BC	T/BD	T/E	A1	T/D8	T/D5	25-MAY-2001	09-JUL-2001	152460	USA	19	5T01	031801	1C3Z	9F436	BA	DM2	28	12698	
AWS Claim Key:		12590343	Trx Code:		EM4	Labor Hrs:		9														
Dir Cd-Sub Cd:	02399-P	Name:		MCGILVRAY FORD LINCOLN MERCURY, INC.		Ph:	903-6755753		St:	TX	City Cd:	USA		Reg Cd:	NA	Repr Date:		16-JAN-2003	Doc #:	13025801		
Chst Comments:		ENGINE WONT ACCEL AT TIMES, ONLY IDLES																				
Tech Comments:		TEST WONT ACCEL ONLY IDLES CK ENG LIGHT COMES ON KOEO PASS CONT CODE P0221 REPLACE FAILED ACCEL PEDAL ASSEMBLY RETEST KOEO PASS CONT CODE PASS																				
1E1NWS2121F02028T/F7		T/F	T/BC	T/BD	T/E	A1	T/D8	T/D5	25-MAY-2001	09-JUL-2001	152460	USA	19	7K07	130101	XC3Z	10849	LA	G30	42	12698	
AWS Claim Key:		12190342	Trx Code:		EB3	Labor Hrs:		6														
Dir Cd-Sub Cd:	02399-P	Name:		MCGILVRAY FORD LINCOLN MERCURY, INC.		Ph:	903-6755753		St:	TX	City Cd:	USA		Reg Cd:	NA	Repr Date:		16-JAN-2003	Doc #:	13025802		
Chst Comments:		ODOMETER INOP. WILL SHOW SPEED BUT NO MILES																				
Tech Comments:		ROAD TEST FOUND SPEEDO WORKS NORMAL TRIPMETER AND ODOMETER INOP NECESSARY TO REPLACE CLUSTER REPLACE INSTRUMENT CLUSTER																				
1E1NWS2121F02028T/F7		T/F	T/BC	T/BD	T/E	A1	T/D8	T/D5	25-MAY-2001	09-JUL-2001	152460	USA	19	12698
AWS Claim Key:		12590341	Trx Code:		41S21	Labor Hrs:		1.4														
Dir Cd-Sub Cd:	02399-P	Name:		MCGILVRAY FORD LINCOLN MERCURY, INC.		Ph:	903-6755753		St:	TX	City Cd:	USA		Reg Cd:	NA	Repr Date:		16-JAN-2003	Doc #:	13025803		
Chst Comments:		SAFETY RECALL 01S21 SEATBELT INSPECTION																				
Tech Comments:		SAFETY RECALL 01S21 A.3 INSPECTION FAILED INSPECTION REPLACE BOTH FRT SEAT BELTS																				

IN THE DISTRICT COURT OF OKLAHOMA
STATE OF OKLAHOMA

SEP 20 2003
DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

SEP 20 2003

PATRICIA PRESLEY, COURT CLERK
by _____
Deputy

Plaintiff,
v.
FORD MOTOR COMPANY, a Delaware
corporation, and OVERALL FORD,
an Oklahoma corporation,
Defendants.

Case No.: CJ-2003-8124

FIRST AMENDED PETITION

COMES NOW Plaintiff _____ (hereinafter "Plaintiff"), by and through his attorneys,
for his cause of action against the Defendants, states as follows:

1. Plaintiff is a citizen of the United States, and all times relevant hereto was and is domiciled in Oklahoma County, Oklahoma;
2. Defendant Ford Motor Company, Inc. (hereinafter referred to as "Ford") is a foreign corporation and can be served with process through its registered agent, The Corporation Company, 735 First National Building, Oklahoma City, Oklahoma 73102;
3. Defendant Ford is in the business of designing, developing, manufacturing and distributing motor vehicles such as the Ford F-350 which is the subject of this Petition;
4. Defendant Overall Ford is an Oklahoma corporation whose business is the sale, service, repair, and distribution of Ford automobiles and trucks, and is the entity that

sold the subject F-350 truck to Plaintiff;

5. Defendant Overall Ford is and was an authorized dealership for Ford Motor Company;
6. Defendant Overall Ford sold the F-350 to Plaintiff in Oklahoma County, Oklahoma;
7. Defendant Overall Ford may be served in care of its registered agent, Philip N. Sadeghy, 1130 North Portland, Oklahoma City, Oklahoma 73107;
8. On April 21, 2003, Plaintiff was the driver of a Ford F-350 pickup believed to be a model year 1999. The F-350 was traveling eastbound on I-44 near Joplin, Newton County, Missouri, when the F-350 went out of control, and Plaintiff was involved in a single vehicle rollover;
9. As a result of said accident, Plaintiff sustained permanent and disabling spinal cord injuries and other injuries which was caused by the crush of the F-350 roof structure into the occupancy of the F-350. Such injuries include quadriplegia;
10. As a result of Defendants' negligence, defects in design, breach of warranties and failure to warn of the dangerous nature of the F-350, Plaintiff suffered severe and permanent injuries;
11. As a result of the injuries incurred, Plaintiff has suffered great physical and mental suffering, past and future, has undergone surgery, is paralyzed for the remainder of his life, has lost wages, past and future, has incurred disability, past and future, for which he should be compensated in excess of \$10,000;
12. As a result of the injuries suffered, Plaintiff has incurred and continues to incur medical expenses and bills in a sum in excess of \$10,000.

FIRST CAUSE OF ACTION

Strict Liability in Tort, Design, Distribution, and Sale of a Defective Product

For his First Cause of Action, Plaintiff incorporates the allegations of ¶¶ 1 through 12 of this Petition, and further states:

13. At all times material to this action, Ford was in the business of designing, testing, approving, manufacturing, marketing, distributing and selling motor vehicles, including the F-350, for use in Oklahoma and elsewhere throughout the United States;
14. At the time the F-350 left the control of Ford, it was defective and unreasonably dangerous to a person who might reasonably be expected to use it. These defects include, but are not limited to, the conditions described in the following paragraphs;
15. The F-350 lacked adequate and sufficient warnings and instructions about the risks, dangers, and harms inherent in the design and manufacture of the F-350, particularly the crashworthiness of the F-350 roof structure and passenger occupancy space in the event of a rollover accident, and Ford failed to design, test, approve and provide reasonable instructions and/or means to reduce such risks, dangers and harms to the ultimate customer such as Plaintiff;
16. The F-350 was not crashworthy in its design and manufacture, particularly in the event of foreseeable rollover accidents;
17. The F-350's roof and supporting structures were inadequate to protect occupants from foreseeable crash forces in rollover accidents. Particularly, the F-350's components were designed and manufactured in such a way that the roof could

unreasonably and improperly intrude into the occupant compartment in the event of a rollover accident;

18. The F-350's occupant compartment was inadequate to reasonably protect occupants from foreseeable crash forces in rollover accidents;
19. The F-350 lacked such reasonable collapse resistance despite the fact that Ford was well aware of the importance of preventing this sort of collapse and maintaining adequate survival space for occupants in foreseeable rollover accidents. Even though it would have been practical and relatively inexpensive for Ford to incorporate such alternative design;
20. The F-350's restraint system, including its components, as well as the overall design and geometry of the system, were inadequate to reasonably restrain and protect occupants when exposed to foreseeable crash forces in rollover accidents. Particularly, the restraint system permitted unreasonable and excessive excursion of occupants in rollover accidents;
21. The restraint system lacked excursion-mitigating devices, such as pretensioners, seat-integrated belts, and other similar devices which can prevent or limit excursion of occupants during rollover accidents;
22. Ford failed in these respects despite the fact that Ford was aware of the need to reasonably prevent or restrict occupant excursion during rollover accidents;
23. The F-350 lacked such excursion-mitigating devices even though Ford was aware of these and other technologies which could better keep occupants safely in place during rollover accidents, and despite the fact that it would have been practical and relatively

- inexpensive for Ford to use such devices and designs in the F-350's restraint system;
24. Despite Ford's knowledge of the need to design an interior to protect occupants in rollover accidents, the interior of the F-350 lacked sufficient padding and other design features necessary to provide such reasonable protection;
 25. The F-350's design failed to integrate its various components such as the roof and supporting structures, restraint system, seats and related components, interior and occupant compartment structure in such a way that would reasonably protect occupants in rollover accidents;
 26. This was despite the fact that Ford was aware that these systems needed to be designed to work together to protect occupants in rollover accidents;
 27. The F-350's design failed to incorporate other designs and technologies which could protect occupants from foreseeable crash forces in rollover accidents. Ford was aware of such designs and technologies;
 28. The F-350's design failed to incorporate other designs and technologies which would minimize roof intrusion during rollovers. This was despite Ford's knowledge that such alternative designs were technologically and economically feasible and could have been incorporated into the F-350 at a minimal cost;
 29. In addition to an inadequate roof structure and occupant restraint system, the F-350 had other design and/or manufacturing defects which led to the accident and/or enhanced the injuries suffered by Plaintiff, including but not limited to defects in the suspension, brakes, accelerator, airbags and other components;
 30. The F-350 was expected by Ford to reach, and did reach, the user or consumer

without substantial change to the condition in which it was sold, including the F-350 sold to Plaintiff;

31. Plaintiff was a person who reasonably would be expected to use the F-350 and he did use the F-350;

32. It was foreseeable to Ford that the F-350 could and would be operated in such a manner that it would roll over as occurred in the accident of April 21, 2003, in the accident involving Plaintiff;

33. The defective and unreasonably dangerous condition of the F-350 was the proximate cause of Plaintiff's injuries and damages;

34. Defendants are strictly liable to Plaintiff for the injuries and damages caused by defects and inadequacies in the design and manufacture of the F-350. Defendants either knew or should have known when the F-350 was put into the stream of commerce and sold to Plaintiff that the F-350 was defective, unsafe, imminently dangerous to human life and limb, and was at all times unsafe and inherently dangerous.

SECOND CAUSE OF ACTION

Negligence, Failure to Warn

For his Second Cause of Action, Plaintiff incorporates, as if fully set forth herein, the allegations of ¶ 1 through 34 of this Petition, and further states:

35. Defendants were jointly and severally negligent in designing, testing, constructing, manufacturing and selling the F-350 to Plaintiff, and such negligence proximately caused Plaintiff's injuries, damages, and losses;

36. When Ford put the subject vehicle into the stream of commerce, and when Overall

Ford made the sale and delivery of the vehicle in question, they knew or should have known that the vehicle in question was defective, negligently designed, negligently manufactured, dangerous and unsafe; and knew or should have known that the condition was imminently dangerous to life and limb, if and when used for the purpose it was promoted, sold and delivered;

37. Defendants failed and neglected to inform or notify Plaintiff of the defective and unsafe condition of the vehicle, but instead falsely represented that the F-350 was safe in all respects for use in the manner in which Plaintiff used the vehicle on the day of the accident.

THIRD CAUSE OF ACTION

Warranties

For his Third Cause of Action, Plaintiff incorporates, as if fully set forth herein, the allegations of ¶¶ 1 through 37 of this Petition, and further states:

38. Defendants knew, or had reason to know, the purposes for which the F-350 and its components were manufactured and required to be used, and that purchasers and users such as Plaintiff would rely on Defendants' skill, expertise or judgment in designing, testing, manufacturing, and selling goods suitable for such purposes and uses;
39. The F-350 and its components were not fit for the purposes for which they were intended, and for which they were used;
40. The F-350 did not conform to the warranties, affirmations, and representations made;
41. Defendants expressly warrant that Ford trucks are built Ford-tough. Such claims are

made to induce customers to purchase Ford products and are made with the intent that customers rely on said warranties. Defendants breached that express warranty in the design and manufacture of the roof and occupant restraint system as set forth above;

42. The defective condition of the F-350 constitutes a breach of express and/or implied warranties, rendering Defendants liable for injuries and damages to Plaintiff.

FOURTH CAUSE OF ACTION

Punitive Damages

For his Fourth Cause of Action, Plaintiff incorporates, as if fully set forth herein, the allegations of ¶¶ 1 through 42 of this Petition, and further states:

43. At the time of the design and manufacture of the F-350, Ford was aware of the dangers posed by the F-350 in the event of rollover accidents;
44. At the time of the design and manufacture of the F-350, Ford was aware that reasonable occupant protection in rollover accidents required design of an occupant compartment which would reasonably resist collapsing on the occupants;
46. At the time of the design and manufacture of the F-350, Ford was specifically aware of the dangers posed by excessive roof crush in rollovers;
47. At the time of the design and manufacture of the F-350, Ford was aware that reasonable occupant protection in rollover accidents required designs which would reasonably limit occupant excursion;
48. At the time of the design and manufacture of the F-350, Ford was aware that the F-350's restraint system would not provide as much occupant protection in rollover

accidents as would other designs used in other vehicles;

49. At the time of the design and manufacture of the F-350, Ford was aware that the F-350's roof and supporting structures would not provide as much occupant protection in rollover accidents as would other designs used in other vehicles;
50. At the time of the design and manufacture of the F-350, Ford was aware that the combination of occupant compartment crush and occupant excursion permitted by the F-350's design would make it likely that the F-350 occupants would be seriously injured in rollover accidents;
51. Ford was aware of design changes it could make to the F-350 and of technologies it could use in the F-350 to provide better occupant protection in rollover accidents, but deliberately chose not to use those designs and technologies;
52. The acts and omissions of Ford described herein were of such gross neglect and/or reckless disregard to the public in general, and Plaintiff in particular, that Plaintiff is entitled to punitive and exemplary damages in a sum in excess of \$10,000.

WHEREFORE, Plaintiff Alfred Doolin prays for judgment against Defendants, jointly and severally, as follows:

- (1) General damages for Plaintiff's past, present and future pain and suffering, both physical and mental, disability, scarring, permanent impairment, disfigurement, and mental and emotional anguish; for a sum in excess of \$10,000;
- (2) Special damages for Plaintiff's past, present and future medical care and treatment, hospitalization, wage loss, loss of earning capacity, and incidental damages, in a sum in excess of \$10,000;
- (3) Punitive or exemplary damages as to punish or make an example of Defendant Ford in a sum in excess of \$10,000;
- (4) Costs of suit and other relief as this Court deems just and proper.

DATED this 26th day of September, 2003.

PE
Peter A. Erdoes, OBA #11298
304 N.W. 13th Street, Suite 200
Oklahoma City, Oklahoma 73103
Telephone: (405) 232-3533
Facsimile: (405) 232-8330
ATTORNEY FOR PLAINTIFF

BARNHART, EKKER & McNALLY, LLP
W. Randolph Barnhart
Colorado Supreme Court No. 5186
Michael J. McNally
Colorado Supreme Court No. 16107
7887 E. Belleview Avenue, Suite 1200
Englewood, CO 80111
Telephone: (303) 793-0700
Facsimile: (303) 793-1950

ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED

C:\temp\PA\B\P\inc\7 826\138-001 Doc\B\FedEx.Amended.rpd



Wilton L. Strickland

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

1401 East Broward Boulevard • Victoria Park Centre, Suite 303
Fort Lauderdale, Florida 33301
(954) 780-4700 • Telecopier (954) 779-7740

CONSUMER AFFAIRS
SECTION

FORT MYERS OFFICE
2000 Main Street

SunTrust Plaza, Suite 410
Fort Myers, FL 33901

(238) 334-3100 • 800-780-8401

Please Reply to: Fort Lauderdale

CIVIL TRIAL PRACTICE

Wilton L. Strickland
George R. Thull, Jr.

JUN 17 12:58

June 11, 2003

Ford Motor Company
Consumer Affairs
P.O. Box 6248
MD-3ME-B
Dearborn, Michigan 48126

Re: [REDACTED] vs. Sawgrass Ford, et al

Our Clients: The Fini Family
Our File Number: 03-10-888
Date of Loss: 8/29/01

FORD MOTOR COMPANY
RECEIVED
CLAIMS UNIT
JUN 20 2003
OFFICE OF THE
GENERAL COUNSEL

To Whom It May Concern:

We represent [REDACTED] and their children, [REDACTED], and [REDACTED] for injuries sustained by [REDACTED], on August 29, 2001, as a result of a single car crash. While [REDACTED] was driving a 2001 white Ford F350, VIN #1FTWW335F1EC53555 leased from Sawgrass Ford, Inc., the truck suddenly accelerated, causing him to lose control of the vehicle.

After he leased the vehicle and before he took possession, [REDACTED] had an agent, or employee of Sawgrass Ford, install an after market remote starter and alarm system on the vehicle. In the lawsuit, we contend that this system, which was spliced onto the wiring harness and throttle assembly, caused the vehicle to accelerate.

Some of the Defendants in this case have alleged that the truck was defective, as designed and/or manufactured, and the defect(s) caused the accident rather than any problems with the security system.

PE03-844 28794

June 11, 2003

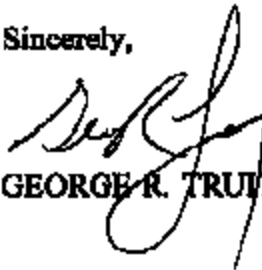
Page 2

Because the Defendants have raised this issue, it will be necessary for us to depose the appropriate corporate representatives of Ford Motor Company to determine whether an uncontrollable, unexpected acceleration has been brought to Ford's attention and investigated in any other 2001 Ford F350's.

Also, we have located the vehicle in Syracuse, Indiana, and we are in the process of setting up an inspection of the vehicle. One purpose of this letter is to give Ford Motor Company notice of this inspection and an opportunity to be present with experts, if Ford so desires.

Please have an attorney of Ford Motor Company contact me as soon as possible regarding the matters raised in this letter. In the meantime, if you should have any questions or comments, please call.

Sincerely,



GEORGE R. TRUITT, JR.

GT/edc

STATE OF MICHIGAN
JUDICIAL DISTRICT
48TH JUDICIAL CIRCUIT
COUNTY PROBATE

GEORGE R. CORSIGUA
SUMMONS AND COMPLAINT

CASE NO.

00-28149-CA

Court address 113 Chestnut St.
Allegan, MI 49010

Court telephone no.
(616) 673-0300

Plaintiff name(s), address(es), and telephone no(s).
[Redacted]

Plaintiff attorney, bar no., address, and telephone no.
Mark Romano, P44014
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

Defendant name(s), address(es), and telephone no(s).
Ford Motor Company c/o John
Kantamaki
The American Road
Dearborn, MI 48121

OFFICE OF THE SECRETARY
JOHN M. BENTAMAKI

DEC 21 P 39

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

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

Issued 12-11-00	This summons expires 3-12-01	Court clerk <i>Roger D. White</i>
--------------------	---------------------------------	--------------------------------------

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

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

Family Division Cases

- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action remains is no longer pending. The docket number and the judge assigned to the action are:

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

General Civil Cases

- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint/
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action remains is no longer pending. The docket number and the judge assigned to the action are:

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

VENUE

Plaintiff(s) residence (include city, township, or village) Allegan, Allegan County, MI	Defendant(s) residence (include city, township, or village) Dearborn, Wayne County, MI
Place where action arose or business conducted Wayland, Allegan County, MI	

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

November 30, 2000

Mark Romano
Signature of attorney/plaintiff Mark Romano

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

MC #1 (9/94) SUMMONS AND COMPLAINT MCR 2.102(8)(1), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.204(A)

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF ALLEGAN

[REDACTED]

Plaintiff,

v

CP

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

Defendants.

CONSUMER LEGAL SERVICES, P.C.
MARK ROMANO P-44014
STEVEN G. STANCROFF P-43939
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

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

COMPLAINT AND JURY DEMAND

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

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

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

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

4. On or about August 14, 1999, Plaintiff leased a new 1999 Ford F-350, VIN 1FTSF31F8XEE56383 (hereinafter referred to as "1999 F-350"), from the Lessor which was manufactured by the Manufacturer (see copy of Vehicle Lease Agreement attached as Exhibit A).

5. Along with the lease of the 1999 F-350 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Lessor (a copy of the written warranty is in the possession of the Defendants).

CONSUMER LEGAL SERVICES

6. Plaintiff has taken the 1999 F-350 to the Manufacturer's authorized agent/dealer, Lessor, on at least nine (9) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 1999 F-350 include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
02/21/00	19,715	29185	TRANSMISSION: od light flashes and vehicle bange into gear
04/05/00	24,779	33582	TRANSMISSION: transmission vibrates; vehicle stalls out when cold; passenger seat belt locking when you lean forward and sit back; recall; running problem due to lack of oil
04/10/00	25,172	33913	TRANSMISSION: vibration in transmission around 50 mph and maintains vibration until stopped; 4X4 DEFECT: 4x4 will not engage and light always comes on
05/24/00	29,857	38201	TRANSMISSION: OD light flashes; 4X4 DEFECT: 4x4 will not disengage
06/13/00	30,805	40170	4X4 DEFECT: 4x4 Inoperative; heater blower selector Inoperative - stays on defroast; buzzing noise when stepping on brakes
06/28/00	32,356	41945	Front axle shaft broken; ignition cylinder loose and inoperative
07/05/00	32,356	42492	Install hub spacers
08/05/00	33,069	48793	Front hubs Inoperative; TRANSMISSION: transmission leaking fluid; right front caliper sticking, left front caliper bolt is bent and caliper missing; key will not turn in ignition intermittently
10/28/00	40,324	54109	4X4 DEFECT: 4x4 hubs not working correctly; TRANSMISSION: transmission will rev up and then slam when shifting; ignition is very stiff when turning and will not turn at all at times

CONSUMER LEGAL SERVICES

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

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

COUNT I
BREACH OF EXPRESS WARRANTY

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

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

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

12. The 1999 F-350 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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

14. Plaintiff's lease of the 1999 F-350 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its sale of the vehicle.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 1999 F-350 free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 1999 F-350 had defects and problems after Plaintiff purchased the vehicle as discussed above.

17. Plaintiff notified Manufacturer and Lessor of the aforementioned defects.

18. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 1999 F-350.

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

20. The Manufacturer and Lessor have failed to adequately repair the 1999 F-350 and/or have not repaired the 1999 F-350 in a timely fashion, and the 1999 F-350 remains in a defective condition.

CONSUMER LEGAL SERVICES

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 1999 F-350's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

22. The 1999 F-350 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 1999 F-350.

24. The Manufacturer and Lessor induced Plaintiff's acceptance of the 1999 F-350 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 1999 F-350 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 1999 F-350 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the

CONSUMER LEGAL SERVICES

value of the goods accepted and the value they would have had if they had been as warranted.

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

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-360;
- C. To cancel the lease contract and pay off the balance on the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

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

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30. The 1999 F-350 was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

31. The 1999 F-350 was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 1999 F-350 unmerchantable.

33. The manufacturer and Lessor failed to adequately remedy the defects in the 1999 F-350; and the 1999 F-350 continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-350;
- D. To cancel the lease contract covering the 1999 F-350 and pay off the balance on the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and actual attorneys' fees; and
- G. Such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

COUNT III
REVOCATION OF ACCEPTANCE

34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

35. Plaintiff accepted the 1999 F-350 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

38. The nonconformities substantially impaired the value of the 1999 F-350 to the Plaintiff.

39. Plaintiff had previously notified Manufacturer and Lessor of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 1999 F-350 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

CONSUMER LEGAL SERVICES

40. Manufacturer and Lessor have nevertheless refused to accept return of the 1999 F-350 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-350;
- C. To cancel the lease contract covering the 1999 F-350 and pay off the balance on the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF EXPRESS WARRANTY

41. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully restated and realleged.

42. Plaintiff is a "lessee" under the Michigan Uniform Commercial Code, MCLA 440.2803 (n).

43. Manufacturer is a "supplier" under the Michigan Uniform Commercial Code, MCLA 440.2803 (x).

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44. Lessor is a "lessor" under the Michigan Uniform Commercial Code, MCLA 440.2803 (p).

45. The 1999 F-350 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2803 (h).

46. The Michigan Net Lease attached as Exhibit A is a "consumer lease" under the Michigan Uniform Commercial Code, MCLA 440.2803 (e).

47. Plaintiff's lease of the 1999 F-350 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the lease contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its lease of the 1999 F-350.

48. The benefit of the Manufacturer's express warranty extends to Plaintiff under the Uniform Commercial Code, MCLA 440.2859 (1).

49. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 1999 F-350 free of charge to Plaintiff under specific terms as stated in the express warranty.

50. In fact, Plaintiff discovered the 1999 F-350 had defects and problems after Plaintiff purchased said vehicle as discussed above.

51. Plaintiff notified Manufacturer and Lessor of the aforementioned defects.

52. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 1999 F-350.

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

54. The Manufacturer and Lessor have failed to adequately repair the 1999 F-350 and/or have not repaired the 1999 F-350 in a timely fashion, and the 1999 F-350 remains in a defective condition.

55. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 1999 F-350's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose.

56. The 1999 F-350 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

57. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 1999 F-350.

58. The Manufacturer and Lessor induced Plaintiff's acceptance of the 1999 F-350 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

59. As a result of its many defects, the Plaintiff has lost faith and confidence in the 1999 F-350 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

CONSUMER LEGAL SERVICES

60. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 1999 F-350 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, pursuant to M.C.L.A. 440.2969 (4), Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the use of the good accepted and the value it would have had if it had been as warranted for the lease term.

61. The Manufacturer and Lessor have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to M.C.L.A. 440.2958; and M.C.L.A. 440.2969; and 440.2967; and 440.2970.

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-350;
- C. To cancel the lease contract covering the 1999 F-350 and payoff the balance on the same;
- D. For incidental and consequential damages, and actual damages for breach of warranty;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other equitable relief this Court deems appropriate.

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COUNT V
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

62. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 61 as though herein fully restated and realleged.

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

64. The 1999 F-350 was subject to implied warranties of merchantability under MCLA 440.2862, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

65. The 1999 F-350 was not fit for the ordinary purpose for which such goods are used.

66. The defects and problems hereinbefore described rendered the 1999 F-350 unmerchantable.

67. The Manufacturer and Lessor failed to adequately remedy the defects in the 1999 F-350 and the 1999 F-350 continued to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-350;

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D. To cancel the lease contract covering the 1999 F-350 and pay off the balance on the same;

E. For incidental and consequential damages, and actual damages for breach of warranty;

F. For costs, interest and actual attorneys' fees; and

G. For such other equitable relief this Court deems appropriate.

COUNT VI
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

68. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 67 as though herein fully restated and realleged.

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

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

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

72. The 1999 F-350 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

73. The 1999 F-350 was manufactured, sold and purchased after July 4, 1975.

74. The express warranty given by the Manufacturer pertaining to the 1999 F-350 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

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

WHEREFORE, Plaintiff prays for judgment against Defendants:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-350;

C. To cancel the lease contract covering the 1999 F-350 and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

77. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 76 as though herein fully stated and realleged.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-350;
- C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

79. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 78 as though herein fully restated and realleged.

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

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

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

(a) The Manufacturer and Lessor represented to Plaintiff the 1999 F-350 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Lessor represented to Plaintiff the 1999 F-350 and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 1999 F-350, the Manufacturer and Lessor have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Lessor have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 1999 F-350.

(e) The Manufacturer and Lessor have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 1999 F-350 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 1999 F-350 to be other than they actually were.

CONSUMER LEGAL SERVICES

(g) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 1999 F-350 to be other than it actually was.

(h) The Manufacturer and Lessor have failed to provide the promised benefits to Plaintiff with regard to the sale of the 1999 F-350 to Plaintiff.

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

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

COUNT IX
BREACH OF CONTRACT

84. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 83 as though herein fully restated and realleged.

85. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 1999 F-350 to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

CONSUMER LEGAL SERVICES

86. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 1999 F-350 created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

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

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 1999 F-350;
- B. For incidental, consequential, exemplary and actual damages;
- C. For costs and expenses, interest, and actual attorneys' fees; and
- D. Such other relief this Court deems appropriate.

**COUNT X
RESCISSION OF CONTRACT**

88. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 87 as though herein fully restated and realleged.

89. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 1999 F-350 to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

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90. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 1999 F-350 created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

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

92. The actions of the Manufacturer and Lessor have resulted in a failure of consideration justifying the rescission of the contract.

93. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the lease contract covering the 1999 F-350 by ordering Defendants to refund all monies paid by Plaintiff and ordering Plaintiff to return the 1999 F-350 to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 1999 F-350;

C. For incidental, consequential, exemplary and actual damages;

D. For costs and expenses, interest, and actual attorneys' fees; and

E. Such other relief this Court deems appropriate.

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**COUNT XI
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCL 257.1401 ET SEQ; MSA 9.2705**

94. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 93 as though herein fully restated and realleged.

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

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

97. The 1999 F-350 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

98. The 1999 F-350 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

99. The express warranty given by Manufacturer, covering the 1999 F-350 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

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

101. Plaintiff's 1999 F-350 has been subject to a reasonable number of repair attempts for the aforementioned defects:

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

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

CONSUMER LEGAL SERVICES

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

103. Manufacturer's attempted repair was unsuccessful as the 1999 F-350 continues to manifest the aforementioned defects.

104. The aforementioned defects substantially impair the use or value of the 1999 F-350 to the Plaintiff and/or prevent the 1999 F-350 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 1999 F-350 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

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

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

D. Incidental and consequential damages.

E. For prejudgment interest.

CONSUMER LEGAL SERVICES

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

COUNT XII
REVOCAION OF ACCEPTANCE

105. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 104 as though herein fully restated and realleged.

106. Plaintiff accepted the 1999 F-350 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

109. The nonconformities substantially impair the value of the 1999 F-350 to the Plaintiff.

110. Plaintiff has previously notified Manufacturer and Lessor of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2967 and demanded the refund of Plaintiff's lease payments (rent) and security interest for the 1999 F-350 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

CONSUMER LEGAL SERVICES

111. **Manufacturer and Lessor have nevertheless refused to accept return of the 1999 F-350 and have refused to refund any part of the sum equal to the lease payments (rent) and security interest and out-of-pocket expenses incurred by Plaintiff.**

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 1999 F-350;

C. To cancel the lease contract covering the 1999 F-350 and pay off the balance on the same;

D. For incidental and consequential damages, and actual damages for breach of warranty;

E. For costs, interest and actual attorneys' fees; and

F. For such other equitable relief this Court deems appropriate.

JURY DEMAND

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

MARK ROMANO P-44014
STEVEN G. STANCROFF P-43939
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 281-4700

Dated: November 29, 2000

CONSUMER LEGAL SERVICES

"Ford Credit" is Ford Motor Credit Company. The "Vehicle" is **2007 HYUNDAI ELANTRA**.
 By signing this Agreement and Deed of Trust, you agree to lease the Vehicle according to the terms and conditions of this lease.

Make/Model/Year	Vehicle ID #	MSRP	Trade In	Net Cost	Residual	Lease Term	Lease Type
2007 ELANTRA	49C	999	1000	1250	9900	12	PERSONAL

1. Amount Due At Lease Signing or Delivery (including taxes) \$ 632.00	2. Monthly Payments You are monthly payment of \$ 763.00 is due on 08/14/09 followed by 31 payments of \$ 763.00 due on the day of each month. The total of your monthly payments is \$ 27160.00	3. Other Charges (Not part of your monthly payments) (Deposited by you or not part of the Vehicle) <table border="0"> <tr> <td>Initial Charge</td> <td>N/A</td> </tr> <tr> <td>Total</td> <td>N/A</td> </tr> </table>	Initial Charge	N/A	Total	N/A	4. Total of Payments (The amount you will have paid by the end of the lease) <table border="0"> <tr> <td>Amount Due at Lease Signing or Delivery</td> <td>632.00</td> </tr> <tr> <td>Monthly Payments</td> <td>27160.00</td> </tr> <tr> <td>Total</td> <td>27832.00</td> </tr> </table>	Amount Due at Lease Signing or Delivery	632.00	Monthly Payments	27160.00	Total	27832.00
Initial Charge	N/A												
Total	N/A												
Amount Due at Lease Signing or Delivery	632.00												
Monthly Payments	27160.00												
Total	27832.00												

5. Amount Due At Lease Signing or Delivery <table border="0"> <tr> <td>a. Capitalized cost reduction</td> <td>713.00</td> </tr> <tr> <td>b. First monthly payment</td> <td>N/A</td> </tr> <tr> <td>c. Prepaid security deposit</td> <td>11.00</td> </tr> <tr> <td>d. Title fees</td> <td>98.00</td> </tr> <tr> <td>Total</td> <td>832.00</td> </tr> </table>	a. Capitalized cost reduction	713.00	b. First monthly payment	N/A	c. Prepaid security deposit	11.00	d. Title fees	98.00	Total	832.00	6. How the Amount Due at Lease Signing or Delivery will be paid <table border="0"> <tr> <td>a. Not tendered</td> <td>N/A</td> </tr> <tr> <td>b. Partially tendered</td> <td>N/A</td> </tr> <tr> <td>c. Amount to be paid in cash</td> <td>832.00</td> </tr> <tr> <td>Total</td> <td>832.00</td> </tr> </table>	a. Not tendered	N/A	b. Partially tendered	N/A	c. Amount to be paid in cash	832.00	Total	832.00
a. Capitalized cost reduction	713.00																		
b. First monthly payment	N/A																		
c. Prepaid security deposit	11.00																		
d. Title fees	98.00																		
Total	832.00																		
a. Not tendered	N/A																		
b. Partially tendered	N/A																		
c. Amount to be paid in cash	832.00																		
Total	832.00																		

7. Breakdown of Total Cost

a. Gross capitalized cost. The highest open value of the Vehicle at 22876.41 less any down you pay over the lease term (such as trade-in, incentives, rebates, and any cash/credit you apply to lease balance)	24620.00
b. Capitalized cost reduction. The amount of any cash trade-in allowance, rebate, amount credit, or cash that you pay (or refund) (no gross capitalized cost)	713.00
c. Adjusted capitalized cost. The amount used in calculating your lease monthly payment	21907.41
d. Residual value. The value of the Vehicle at the end of the lease used in calculating your lease monthly payment	13298.00
e. Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for other lease paid over the lease term	16121.50
f. Total charges. The amount charged by nature of the depreciation and any amortized amounts	10412.78
g. Total of lease monthly payments. The depreciation and any amortized amounts plus the rent charge	26673.68
h. Lease fees. The number of months in your lease	31
i. First monthly payment	713.00
j. Monthly sales tax fee	98.00
k. Total monthly payments	763.00

8. Breakdown of Total Cost. You may be charged for excessive wear and tear on the Vehicle. All the scheduled use of the Vehicle, unless you agree to pay for additional wear and tear.

9. Drive Through Option Details. This lease includes a drive through option. Each time you drive through, you must pay a fee of **2.00**. At the scheduled end of the lease, you will receive a credit of **250.00** for each complete round trip.

10. Payment Option at End of Lease Term. You have the option to purchase the Vehicle back from us for the purchase price of the end of the lease.

11. WARRANTY. The Vehicle is covered by any warranty included in the lease agreement.

12. OFFICIAL FORM AND STATE. This document is subject to the laws of the State of Texas.

13. LEASE RENEWAL. You may renew the lease for an additional term.

14. LATE PAYMENTS. You will pay a late charge on each payment that is not received within 10 days after it is due.

15. LIFE, DISABILITY AND OTHER INSURANCE. These amounts are not included in the lease.

Life	N/A
Medical	N/A
Disability	N/A
Other	N/A

1. Total monthly payment	763.95
2. Total available payment	763.95
3. Total available payment	763.95
4. Total available payment	763.95
5. Total available payment	763.95
6. Total available payment	763.95
7. Total available payment	763.95
8. Total available payment	763.95
9. Total available payment	763.95
10. Total available payment	763.95

1. Finance Your Deal This. Finance fee charged for your new lease-own vehicle for 36 months. All fees are included in the price of the vehicle. You must pay in Lease 15 cents per mile for each mile in excess of 10,000 miles shown on the odometer for lease 36 and 36 at least for additional months over vehicle term.

2. Extra Storage Option Credit. All lease deals are subject to credit review. Each storage credit option will allow you to store your vehicle in a secure location for up to 30 days. The amount of the credit is \$100.00. This credit is applied to your lease payments. You must pay in Lease 15 cents per mile for each mile in excess of 10,000 miles shown on the odometer for lease 36 and 36 at least for additional months over vehicle term.

3. Purchase Option at End of Lease Term. You may purchase your vehicle at the end of the lease term for a price of \$10,000.00. This price is subject to credit review. You must pay in Lease 15 cents per mile for each mile in excess of 10,000 miles shown on the odometer for lease 36 and 36 at least for additional months over vehicle term.

4. WARRANTY. The vehicle is covered by a 3-year/50,000-mile bumper-to-bumper warranty. This warranty is provided by the manufacturer or dealer of the vehicle.

5. Maintenance. The vehicle is covered by a 3-year/50,000-mile bumper-to-bumper warranty. This warranty is provided by the manufacturer or dealer of the vehicle.

6. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

7. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

8. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

9. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

10. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

11. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

12. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

Approved Leaseholder of the Vehicle	Approved Lessee/Other Approving Party	Third Party	Approved Registration Fee	Approved Warranty and Service Contract	Lease Vehicle
1. 123456789	2. 123456789	3. 123456789	4. 123456789	5. 123456789	6. 123456789
Approved Fee	Registration Fee	Leasehold Insurance	Quality Protection	RES. EQUITY	Third Party Approval
7. 123456789	8. 123456789	9. 123456789	10. 123456789	11. 123456789	12. 123456789

13. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

14. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

15. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

16. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

17. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

18. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.

19. LEASE CANCELLATION. The lease may be cancelled at any time for a fee of \$100.00. This fee is subject to credit review.



3385 ALPINE, NW
 GRAND RAPIDS, MICHIGAN 49544
 TELEPHONE (616) 784-8800
 NATIONWIDE 1-800-452-6753
 FAX (616) 784-8887
 VISIT US AT OUR WEBSITE: www.kellerford.com
 OR E-MAIL US AT: staff@kellerford.com



NO DATA PRESENT	TOTAL PARTS	NO DATA PRESENT	TOTAL LABOR	TOTAL CLAIM
SUB TOTAL	ALLOWANCE	PLUS PRICE DIFF.	LESS TAX	
CHECK (✓) APPROPRIATE BOX				
<input type="checkbox"/> CLAIM REVIEW	<input type="checkbox"/> APPROVED TO SUBMIT CLAIM	<input type="checkbox"/> NO CLAIM	<input type="checkbox"/> NO CLAIM	<input type="checkbox"/> CLAIM
PARTS	LABOR	TOTAL		

FACILITY # F101804		PROGRAM ORDER		DEALER CODE
SERVICE INSTALLED PARTS		REPAIR	48G070	
DATE INSTALLED	ADDRESS/RELEASE	ORIGINAL CL NUMBER	PART CODE	
NO.	QTY	YES	NO	00000
APPROVAL CODE OR NO.		COMMITMENT CODE		

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

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW.

THIS COPY MUST BE RETURNED FOR ADJUSTMENT. ORIGINAL. DEALER, ORIGINAL ISSUANCE OR AUTHORIZED PERSON. (P.17)

INVOICE TO	DRIVER/OWNER INFORMATION	INVOICE#
BYRON CENTER MI	BYRON CENTER MI	CS4109
TAG# 5992 ADV# 209 METROTRINK INVOICE: PRELIM CUS C	VIN 1FT9F31FAKEE5A383	LICENSE NUMBER: MI NA
TAX RULE#31 MY2000 INVOICED: 10/26/2000 15:25:54	99 FORD F-350 SD 4WD	RCAB
ODOMETER IN 40324	DATES IN SERVICE: 081499 PRODUCTION: 051199	
BATTES BEGIN: 10/26/00 DONE: 10/26/00		
DESCRIPTION OF REPAIRS LISTED.		
CONCERN 51 CHECK 4X4 HUBS NOT WORKING CORRECTLY. IT WILL NOT SHIFT INTO 4 LOW. OPERATION TECH AMOUNT	NC	415 B .00
CORRECTION ROTET. SYS INOP WHEN HUBS ARE IN AUTO BUT HUBS MARK IN LOCK POSITI		
COMMENT ON TECH: 415 - WM DEFFELN. B		
FACTORY CONCERN CD: A99		
TYPE: C	SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
CONCERN 52 CHECK TRANS IN EC REV OF TREN SLIP WHEN SHIFTING. OPERATION TECH AMOUNT	NC	499 B .00
CORRECTION NO CHARGE		
FACTORY TECH: 499 - ROBOTECH		
CONCERN CD: A99		
TYPE: C	SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
CONCERN 53 CHECK IGNITION AT TIMES IT IS VERY STIFF WHEN TURNING AND AT TIMES WILL NOT TURN AT ALL. OPERATION TECH AMOUNT	NC	499 B .00
CORRECTION NO CHARGE		
FACTORY TECH: 499 - ROBOTECH		
CONCERN CD: A99		
TYPE: C	SUBTOTAL TOTAL CHARGE FOR CONCERN .00	
SUMMARY OF CHARGES FOR INVOICE CS4109	PAYMENT DISTRIBUTION FOR INVOICE CS4109	
TOTAL CHARGE .00	CASH DUE .00	TOTAL CHARGE .00
		PROG 1

Keller keeps you moving.

EXHIBIT B



3985 ALPINE, NW
 GRAND RAPIDS, MICHIGAN 49544
 TELEPHONE (810) 784-8800
 NATIONWIDE 1-800-452-0768
 FAX (810) 784-8987
 VISIT US AT OUR WEBSITE: www.kellerford.com
 OR E-MAIL US AT: staff@kellerford.com



FACILITY # F101504		AUTOMOBILE REPAIR RECEIPT	
SERVICE INSTALLED PARTS			
DATE RECEIVED	ACCUSED DAMAGE	ORIGINAL KCI NUMBER	PROGRAM CODES
NO.	QTY.	YR.	QTY.
APPROVAL CODE OR NO.		COMMITMENT CODE	
REPORT 1		DEALER CODE	
REPORT 2		P.S.A. CODE	
REPORT 3		CODES	

PARTS PERCENT	TOTAL PARTS	LABOR PERCENT	TOTAL LABOR	TOTAL CLAIM
NET TOTAL	ALLOWANCE	PLUS PAID DEP.	LESS PAID	
CHECK (1) APPROPRIATE BOX				
<input type="checkbox"/> CLAIM COVERED	<input type="checkbox"/> NOTIFICATION TO BUYER CLAIM	<input type="checkbox"/> PAID BY BUYER		
PARTS	LABOR	TOTAL		

ON BEHALF OF SERVICE DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE, UNLESS OTHERWISE INDICATED. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER, THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE THAT ANY PARTS REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MALICE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (3) YEARS FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INSPECTION BY REPRESENTATIVE OF P.P.S.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

THIS COPY MUST BE RETURNED FOR ADJUSTMENT

INVOICE TO	DRIVER/OWNER INFORMATION
FOR OFFICE USE	INVOICE: C38109
TRG# 5992 ADV: 209 WEIGERIN INVOICED: 10/26/2000 15125454 DM 99 F-350 SB	VEHICLE INFORMATION
DESCRIPTION OF REPAIRS LISTED.	LICENSE NUMBER: MI-NA

AT YOUR SERVICE ON MON. AND WED. UNTIL 6PM
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE DUSTIN WEIGERIN
 IF YOU SHOULD HAVE ANY QUESTIONS REGARDING THE WORK PERFORMED, FEEL
 FREE TO CONTACT LEONARD MILLER, SERVICE DIRECTOR, AT (616) 785-7482.

PAGE 2
 LAST PAGE

KELLER SALEEN

 Keller keeps you moving.

ALL PARTS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT.
 (P.A. 202)

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

PE83-844 28828

BYRON CENTER
KENT

MI [REDACTED] UNITED STATES
HOME PH: [REDACTED]

LAST SERV MILEAGE: 833069

1FTBF31F6XEE36383 MI NA

MILE: 1088496 LAST-SERV: 09/07/00
IN-SERV DATE: 08/14/99

99 FORD F-350 SD 4WD RCM
SRVC # CUB: 284 WAR: 3351 POL:

RO W48793 Y 09/05/00 33069 269 PTS=460.70 PUL=.00 TOT=636.23 INV=090700
LN 51 PAY TYPE W TECH1-415 .70 OPR-CODE HT3B396
LITS 42 FP YC3Z2552AA

CHECK FRONT HUBS, LEFT HUB INOP
BAD
REPL BOTH FRT HUBS

MORE
LN 52 PAY TYPE W TECH1-401 .90 OPR-CODE 7000F
LITS 01

CHECK TRANS, LOST TOP 2 GEAR. TRANS WAS LEAKING FLUID OUT BOTTOM OF TRA
LEAK

ELECTRONIC TRANSMISSION DIAGNOSIS - DIAGNOSIS

LN 53 PAY TYPE W TECH1-415 .60 OPR-CODE 2001B8B
LITS 14 FP YC3Z2C026BB

RIGHT REAR ROTOR CAME APART, TOOK PAD OUT AND CALIPER. LINE IS NOW PINCHED
FELL APART

BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC - INSPECT

LN 53-1 PAY TYPE W TECH1-415 .10 OPR-CODE 2001B1B9

BRAKE SHOES / PAD ASSEMBLIES - HYDRAULIC - REPLACE

LN 53-2 PAY TYPE W TECH1-415 .30 OPR-CODE 2001B7B

CALIPER ASSEMBLY - DISC BRAKE - OVERHAUL

LN 54 PAY TYPE W TECH1-415 .20 OPR-CODE 999A
LITS 42 FP F81Z2C150AA

RIGHT FRONT CALIPER IS STICKING, LEFT FRONT CALIPER BOLT IS BENT AND CALIP
MISSING

ADDITIONAL - MISC. REPAIRS

RE
LN 55 PAY TYPE W TECH1-415 OPR-CODE NC
LITS 0

CHECK IGNITION CYCL. SOMETHING KLY WILL NOT TURN IN IGNITION INTERMIT

0
NO CHARGE

RD W42492 Y 07/03/00 32356 250 PPS=15.47 PUL=.00 TOT=45.30 INV=070600
LN 51 PAY TYPE W TECH1-415 .50 OPR-CODE MT1105
LIT8 42 FP F81Z3B450AA

INSTALL SPD
BAD
INSTALL HUB SPACERS

RD W41945 Y 06/28/00 32358 250 PPS=726.00 PUL=.00 TOT=015.65 INV=062900
LN 31 PAY TYPE W TECH1-415 1.20 OPR-CODE MT322B
LIT8 01 FP F81Z32208A

SPD FRONT AXLE SHAFT
BROKEN
INSTALL FT AXLE AND HUB SHAFT

MORE
LN 52 PAY TYPE W TECH1-415 .20 OPR-CODE 22051A2
LIT8 33 FP F85Z11502AA

IGN CYLINDER LOOSE AND INOP INTERMIT
LOOSE
IGNITION LOCK CYLINDER - REMOVE AND INSTALL OR REPLACE

LN 52-1 PAY TYPE W TECH1-415 .10 OPR-CODE 22051A
LOCK CYLINDERS(6) - SERVICE

RD W40170 Y 06/13/00 30605 280 PPS=20.34 PUL=.00 TOT=110.00 INV=061300
LN 51 PAY TYPE W TECH1-415 1.50 OPR-CODE MT9H465
LIT8 33

4X4 INOP
BAD

INSPECT, TEST SYSTEM, DIAG, REINSTALL VACUUM LINE, RETEST, REPL VA
CUUM VALVE, RETEST AGAIN, OK, RD NEXT

LN 52 PAY TYPE W TECH1-499 OPR-CODE NC
LIT8 0 FP F81Z9H465BA

CHECK HEATER BLOWER SELECTOR INOP, STAYS ON DEFROST
0
NO CHARGE

MORE
LN 53 PAY TYPE W TECH1-499 OPR-CODE NC
LIT8 0

CHECK BUZZING TYPL NOISE WHEN STEPPING ON THE BRAKES
0
NO CHARGE

RD W38201 Y 05/24/00 29857 250 PPS=064.02 PUL=.00 TOT=1067.44 INV=060900
LN 51 PAY TYPE W TECH1-407 2.10 OPR-CODE MT1104
LIT8 41 FP F81Z32208A

OD LIGHT FLASHES AND 4X4 WILL NOT DISENGAGE
LIGHT ON

RDTEST, ENV, VACUUM LEAK ON DRIVERS FT HUB, SO, EXCESSIVE TIME TO
REMOVE HUB & BRG DAMAGE STUB AXLE

LN 51-1 PAY TYPE W TECH1-415 1.30 OPR-CODE 4462AT
FP F81Z32208A

HALF SHAFT OR AXLE SHAFT ASSEMBLY - FRONT - REMOVE AND INSTALL OR
REMOVE HUB & BRG DAMAGE STUB AXLE

RD C33613 N 04/05/00 24779 250 PPS=14.95 PUL=.00 TOT=26.42 INV=060500

MORE

FE83-044 26020

LITS **

FAST LUBE
FULL SERVICE OIL CHANGE INCLUDES:

RD W33513 Y 04/10/00 25172 209 PPS=334.00 POL=.00 TOT=346.31 INV=041400
LN 51 PAY TYPE W TECH1-424 .20 OPR-CODE 1130AT
LITS 01

VIBRATION IN TRANS AROUND 50 , MAINTAINS VIB UNTIL STOPPED, WILL GO AWAY
BROKEN

WHEEL RING/HUB CAP/WHEEL COVER - REPLACE
LN 52 PAY TYPE W TECH1-424 OPR-CODE 50
LITS 0

4X4 INTERMIT WILL NOT ENGAGE , LIGHT ALWAYS COMES ON
0
PARTS HAVE BEEN SPECIAL ORDERED

RD W33502 Y 04/05/00 24779 250 PPS=.00 POL=.00 TOT=103.35 INV=040700

MORE
LN 51 PAY TYPE W TECH1-499 OPR-CODE NC
LITS 0

TRANS VIBES SOMETIMES WILL DO WHEN TRUCK IS COLD OR HOT
0
NO CHARGE

LN 52 PAY TYPE W TECH1-407 .20 OPR-CODE 12650D
LITS 42

WHEN TRUCK IS COLD IT WILL STALL OUT
209,P1212,P0340,P1211

REC - (QUICK TEST) - DIAGNOSIS
LN 52-1 PAY TYPE W TECH1-407 .10 OPR-CODE 12650DX1

EXTRA TIME TO REPEAT FINAL QUICK TEST
LN 53 PAY TYPE W TECH1-499 OPR-CODE NC
LITS 0

PASSAGER SEAT BELT IS LUCKING WHEN YOU LEAN FOWARD ANSD SIT BACK
0
NO CHARGE

LN 54 PAY TYPE W TECH1-425 1.50 OPR-CODE 99632C
LITS 42

RECALL 99632
RECALL
RECALL

MORE

RD C33606 N 04/07/00 24779 250 PPS=34.40 POL=.00 TOT=47.05 INV=040700
LN 49 PAY TYPE C TECH1-310 2-310 OPR-CODE FASTD
LITS **

FAST LUBE
FULL SERVICE OIL CHANGE INCLUDES:

RD C33603 N 04/05/00 24779 250 PPS=91.61 POL=.00 TOT=132.11 INV=040700
LN 51 PAY TYPE C TECH1-499 OPR-CODE NC

NO CHARGE
LN 52 PAY TYPE C TECH1-407 1.00 OPR-CODE FILTER

FUEL FILTER AND AIR FILTER
DIAG RUNNING PROBLEM DUE TO LACK OF OIL, R&R FUEL FILTER & AIR FIL
TER

MORE

LN 51 PAY TYPE W TECH1-401 .90 OPR-CODE 7000F
 LITS 42 FP F81Z7000LBRM

DD LIGHT FLASHES , BANGS INTO GEAR
 BAD

ELECTRONIC TRANSMISSION DIAGNOSIS - DIAGNOSIS

LN 51-1 PAY TYPE W TECH1-401 3.20 OPR-CODE 7000A
 FP F81Z7000LBRM

TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE

LN 51-2 PAY TYPE W TECH1-401 .20 OPR-CODE 7000AXQ

EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)

LN 51-3 PAY TYPE W TECH1-401 .20 OPR-CODE 7000AZJ

EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH FIXTURE

LN 51-4 PAY TYPE W TECH1-401 .20 OPR-CODE 7000A11

TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH

LN 51-5 PAY TYPE W TECH1-401 .60 OPR-CODE 7030BT

FP F81Z7000LBRM

OIL COOLER LINES - REPAIR

LN 51-6 PAY TYPE W TECH1-401 .60 OPR-CODE 19700A

FP F81Z7000LBRM

PRESSURIZE, LEAK TEST, DISCHARGE, EVACUATE AND CHARGE AIR CO - DIA

LN 51-7 PAY TYPE W TECH1-401 .40 OPR-CODE 19700A7

CORE ASSEMBLY-AIR CONDITIONER CONDENSER - REPLACE

MORE

LN 51-8 PAY TYPE W TECH1-401 1.60 OPR-CODE MT7A095
 LITS 42 FP F81Z7000LBRM

REPL AUX COOLER & TIME TO REMOVE SNOW PLOW HARDWARE

END OF DATA

CONSUMER™
LSEGAL
SERVICES, P.C.

ATTORNEYS AND COUNSELORS

E-MAIL: cls@lesmotauto.com

RONALD J. BOLZ
CHRISTOPHER M. LOYASZ
STEVEN S. TOTH
MARK P. ROMANO
STEVEN G. STANCROFF
TROY T. GORMAN
CHRISTOPHER A. WINKLER

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX: (734) 261-4737

November 29, 2000

Wayland Ford, Inc.
c/o Marvin J. Dolinka
360 E. Beltline, Ste. #200
Grand Rapids, MI 49506

RE: 1999 Ford F-350. VIN: 1FTSF31F6XEE66363

Dear Mr. Dolinka:

Please be advised that I represent [REDACTED] regarding the lease of the above-referenced vehicle leased at Wayland Ford, Inc. on or about August 14, 1999. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 1999 F-350 and is prepared to file suit to effect revocation of acceptance, cancellation of the lease, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[REDACTED] intends to hold Wayland Ford, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Lohr's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 600.2919a.

EXHIBIT C

921 28th STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX: (616) 452-2021

FE83-844 28631

G-6044 S. SAGINAW ST
GRAND BLANC, MI 48439
(810) 603-2676
FAX: (810) 603-2677

Marvin J. Dollnka
November 29, 2000
Page Two

Since the date [REDACTED] took delivery, the vehicle has been in for repairs on at least nine (9) different occasions.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with [REDACTED] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.



Ronald J. Botz, Esq.

RJB/cl

CC: Jonathan Kuiper

VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99 Mileage: 33069
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom: AUTO TRANS GENERAL INDICATOR
 Reason: CI - DEMAND LETTER
 Dealer: KELLER FORD INC
 Issue Type: 04 REGION CAN Court: Legal Issue Type:
 Issue Status: C CLOSED CAN Award: MORSI Contact: N

A/C DATE Origin Description

 10/11/00 CAINTV OPEN REGION CONTACT
 10/13/00 FIELD FORD COVERED REPAIR MADE - WARRANTY
 10/17/00 CAINTV LETTER FAXED TO REGION
 11/20/00 FIELD AWA P01 OFFER - DENIED BY FORD REPRESENTATIVE
 11/22/00 FIELD AWA P01 OFFER - DENIED BY FORD REPRESENTATIVE

F1=Help F2=AddAction F4=ActionDetail F6=DealerInfo F12=Return
 F7=Prev F8=Next F9=ViewMORSII F11=Menu
 NO MORE RECORDS AVAILABLE OGDB165

=>

VIN: 1PTSF31F6XEB56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AUTO TRANS GENERAL INDICATOR
 Reason Desc: CI - DEMAND LETTER
 Dealer: KELLER FORD INC
 Issue Type: 04 REGION Issue Status: C CLOSED
 Comm Type: ML MAIL Odometer Reading: 33069 MI
 Analyst: DSIERENS DEBRA SIERENS Document Number:
 Action Date: 10/11/00 Action Data: N Action Time: 16:10:48 EST
 Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Action Desc: OPEN REGION CONTACT
 Comments: ****DEMAND LETTER DATED 10/05/00CI RECEIVED 10/11/00 ***

***CUSTOMER STATES:HAS A CONCERN WITH THE TRANSMISSION ALONG
 WITH STALLING

***CUSTOMER SEEKS: FINAL REPAIR ATTEMPT

***CI FAXED A COPY OF LETTER TO REGIONAL OFFICES FOR THEIR R

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP

MORE COMMENTS AVAILABLE

OGDB165

==>

VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AUTO TRANS GENERAL INDICATOR
 Reason Desc: CI - DEMAND LETTER
 Dealer: KELLER FORD INC
 Issue Type: 04 REGION Issue Status: C CLOSED
 Comm Type: ML MAIL Odometer Reading: 33069 MI
 Analyst: DSIERENS DEBRA SIERENS Document Number:
 Action Date: 10/11/00 Action Data: N Action Time: 16:10:48 EST
 Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
 Action Desc: OPEN REGION CONTACT
 Comments: ***CI FAXED A COPY OF LETTER TO REGIONAL OFFICES FOR THEIR R
 EVIEW. SENT AN ACKNOWLEDGEMENT (FLEM) LETTER TO CUSTOMER

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
 NO MORE COMMENTS AVAILABLE

OGDB165

==>

VIN: 1FTSF31F6KEB56383 Year: 1999 Model: F-SERIES SUPER DUTY
Owner Status: ORIGINAL WSD: 08/14/99
Name: [REDACTED] Hm Ph: [REDACTED]
Trmt: Case: 1433591440 Day Ph: [REDACTED]
Symptom Desc: AUTO TRANS GENERAL INDICATOR
Reason Desc: CI - DEMAND LETTER
Dealer: KELLER FORD INC
Issue Type: 04 REGION Issue Status: C CLOSED
Comm Type: ML MAIL Odometer Reading: 33069 MI
Analyst: 5518DA DANA ALLISON Document Number:
Action Date: 10/13/00 Action Data: N Action Time: 14:25:55 EST
Origin Desc: FIELD ORGANIZATION
Action Desc: FORD COVERED REPAIR MADE - WARRANTY
Comments: CSM D KRAUS
DEALERSHIP WILL CONTACT CUSTOMER TO SCHEDULE AN APPOINTMENT
FOR REPAIRS. DURING THE CUSTOMER'S LAST VISIT TO THE DEALER
SHIP, THEY REPLACED HIS CUT BRAKE LINE AND REPAIRED THE
BRAKES. THIS IS A SEPERATE CONCERN AT THIS TIME.

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
NO MORE COMMENTS AVAILABLE

OGDB165

==>

VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
Owner Status: ORIGINAL WSD: 08/14/99
Name: [REDACTED] Hm Ph: [REDACTED]
Trmt: Case: 1433591440 Day Ph: [REDACTED]
Symptom Desc: AUTO TRANS GENERAL INDICATOR
Reason Desc: CI - DEMAND LETTER
Dealer: KELLER FORD INC
Issue Type: 04 REGION Issue Status: C CLOSED
Comm Type: ML MAIL Odometer Reading: 33069 MI
Analyst: DSIERENS DEBRA SIERENS Document Number:
Action Date: 10/17/00 Action Data: Y Action Time: 14:04:11 EST
Origin Desc: CONSUMER AFFAIRS - CONSUMER INTERVENTION
Action Desc: LETTER FAXED TO REGION
Comments:

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
NO NEXT COMMENTS

OGDB165

==>

VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AUTO TRANS GENERAL INDICATOR
 Reason Desc: CI - DEMAND LETTER
 Dealer: KELLER FORD INC
 Issue Type: 04 REGION Issue Status: C CLOSED
 Comm Type: ML MAIL Odometer Reading: 33069 MI
 Analyst: 5518DA DANA ALLISON Document Number:
 Action Date: 11/20/00 Action Data: N Action Time: 16:31:34 EST
 Origin Desc: FIELD ORGANIZATION
 Action Desc: AWA P01 OFFER - DENIED BY FORD REPRESENTATIVE
 Comments: CSM D KRAUS

VEHICLE WAS BROUGHT TO DEALERSHIP ON 11/20/00 WITH
 TRANSMISSION CONCERNS. THE VEHICLE HAS 43,000 MILES AND THE
 TRANSMISSION CONCERN IS A SEPERATE CONCERN. VEHICLE IS
 OUT OF WARRANTY AND CUSTOMER IS RESPONSIBLE FOR THE REPAIRS.
 FYI - VEHICLE IS A FLOW TRUCK.

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
 NO MORE COMMENTS AVAILABLE

OGDB165

==>

VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AUTO TRANS GENERAL INDICATOR
 Reason Desc: CI - DEMAND LETTER
 Dealer: KELLER FORD INC
 Issue Type: 04 REGION Issue Status: C CLOSED
 Comm Type: ML MAIL Odometer Reading: 33069 MI
 Analyst: 5518DA DANA ALLISON Document Number:
 Action Date: 11/22/00 Action Data: N Action Time: 14:53:38 EST
 Origin Desc: FIELD ORGANIZATION
 Action Desc: AWA P01 OFFER - DENIED BY FORD REPRESENTATIVE
 Comments: CSM D KRAUS

LEFT MESSAGE ON NEXTEL EXPLAINING THAT THERE WOULD BE NO
 FINANCIAL ASSISTANCE WITH REPAIRS. CUSTOMER IS TO CONTACT
 DEALERSHIP TO ADVISE WHAT REPAIRS SHOULD OR SHOULD NOT BE
 PERFORMED ON THE VEHICLE. DEALERSHIP WILL NOT ORDER PARTS
 OR START REPAIRS UNTIL THEY HEAR FROM THE CUSTOMER.

F1=Help F2=Addaction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP

NO MORE COMMENTS AVAILABLE

OGDB165

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VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99 Mileage: 33000
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom: AXLE CONCERNS ALL/4 WHL DRIVE FUNCTION
 Reason: DEALERSHIP - WORKMANSHIP
 Dealer: KELLER FORD INC
 Issue Type: 02 INFORMATION CAN Court: Legal Issue Type:
 Issue Status: C CLOSED CAN Award: MORSI Contact: N

A/C DATE Origin Description

 08/31/00 CACI38 ADVISE CUSTOMER WORKMANSHIP ISSUES MUST BE ADDRESSED BY DLR

F1=Help F2=AddAction F4=ActionDetail F6=DealerInfo
 F7=Prev F8=Next F9=ViewMORSII F11=Menu F12=Return
 NO MORE RECORDS AVAILABLE OGDB155

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VIN: 1PTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AXLE CONCERNS ALL/4 WHL DRIVE FUNCTION
 Reason Desc: DEALERSHIP - WORKMANSHIP
 Dealer: KELLER FORD INC
 Issue Type: 02 INFORMATION Issue Status: C CLOSED
 Comm Type: PH PHONE Odometer Reading: 33000 MI
 Analyst: TSTEWART TINA STEWART Document Number:
 Action Date: 08/31/00 Action Data: Action Time: 19:40:00 EST
 Origin Desc: US CONCERN CASE BASE
 Action Desc: ADVISE CUSTOMER WORKMANSHIP ISSUES MUST BE ADDRESSED BY DLR
 Comments: CUSTOMER SAYS: - VEH HAS BEEN INTO DLR FOR PROBLEMS W/4WD
 - TRANSMISSION IS NOT WORKING AND BRAKE ROTORS HAVE FLOWN O
 UT - WANTS TO KNOW WHAT IT IS GOING TO TAKE TO GET VEH TO W
 ORK RIGHT - THE FRONT CALIPERS SEAL IS BAD AND IS BINDING U
 P ON THE PASSENGER SIDE - ON PASSENGER SIDE THE BOLT THAT I
 TS ON IS BENT - EXPERIENCING PROBLEMS W/STEERING WHEEL FEE

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
 MORE COMMENTS AVAILABLE

OGDB155

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VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AXLE CONCERNS ALL/4 WHL DRIVE FUNCTION
 Reason Desc: DEALERSHIP - WORKMANSHIP
 Dealer: KELLER FORD INC
 Issue Type: 02 INFORMATION Issue Status: C CLOSED
 Comm Type: PH PHONE Odometer Reading: 33000 MI
 Analyst: TSTEWART TINA STEWART Document Number:
 Action Date: 08/31/00 Action Data: Action Time: 19:40:00 EST
 Origin Desc: US CONCERN CASE BASE
 Action Desc: ADVISE CUSTOMER WORKMANSHIP ISSUES MUST BE ADDRESSED BY DLR
 Comments: TS ON IS BENT- EXPERIENCING PROBLEMS W/STEERING WHEEL FEE
 LS THATS IT'S AN IGNITION PROBLEM PER CUSTOMER, DEALER SAYS
 : - NONECAC ADVISED: - DEALERSHIPS ARE INDEPENDENTLY OW
 NED , OPERATED- WORKMANSHIP ISSUES MUST BE ADDRESSED AT TH
 E DEALER- ADVISE CUSTOMER TO CONTACT CRM/SERV MGR FOR ASSI
 STANCE INFERENCE CASE ID: 4472
 F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
 NO NEXT COMMENTS

OGDB165

VIN: 1FTSF31F6KEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99 Mileage: 29815
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom: AUTO TRANS GENERAL INDICATOR
 Reason: WARRANTY - BUMPER-TO-BUMPER
 Dealer: KELLER FORD INC
 Issue Type: 03 CONCERN CAN Court: Legal Issue Type:
 Issue Status: C CLOSED CAN Award: MORSII Contact: N

A/C DATE Origin Description

 05/23/00 CACI38 ADVISE CUST INFO WILL BE SENT TO DLR; CONTACT CRM
 06/29/00 DEALER FORD COVERED REPAIR MADE - WARRANTY

F1=Help F2=AddAction F4=ActionDetail F6=DealerInfo F12=Return
 F7=Prev F8=Next F9=ViewMORSII F11=Menu OGDB165
 NO MORE RECORDS AVAILABLE

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VIN: 1FTSF31F6XBE56J83 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AUTO TRANS GENERAL INDICATOR
 Reason Desc: WARRANTY - BUMPER-TO-BUMPER
 Dealer: KELLER FORD INC
 Issue Type: 03 CONCERN Issue Status: C CLOSED
 Comm Type: PH PHONE Odometer Reading: 29815 MI
 Analyst: WSEARLES WINSTON SEARLES Document Number:
 Action Date: 05/23/00 Action Data: Action Time: 12:01:33 EST
 Origin Desc: US CONCERN CASE BASE
 Action Desc: ADVISE CUST INFO WILL BE SENT TO DLR; CONTACT CRM
 Comments: CUSTOMER SAYS: -CUST HAS NUMEROUS AMOUNT OF PROBLEMS WITH
 VEH -INTERMITTENT FUNCTION WITH THE HUBS -NEW HUBS WERE P
 UT ON BY KELLER FORD -TRANSMISSION INDICATOR STARTS FLASHIN
 G IT WAS REPALCED BY KELLER FORD -PROBLEMS STILL EXISTS -S
 Eeking REPAIR SOLUTION PER CUSTOMER, DEALER SAYS: -NONE
 CAC ADVISED: - WE RECOMMEND THE REPAIR BE PERFORMED BY A FO
 F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
 MORE COMMENTS AVAILABLE

OGDB165

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VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
 Owner Status: ORIGINAL WSD: 08/14/99
 Name: [REDACTED] Hm Ph: [REDACTED]
 Trmt: Case: 1433591440 Day Ph: [REDACTED]
 Symptom Desc: AUTO TRANS GENERAL INDICATOR
 Reason Desc: WARRANTY - BUMPER-TO-BUMPER
 Dealer: KELLER FORD INC
 Issue Type: 03 CONCERN Issue Status: C CLOSED
 Comm Type: PH PHONE Odometer Reading: 29815 MI
 Analyst: WSEARLES WINSTON SEARLES Document Number:
 Action Date: 05/23/00 Action Data: Action Time: 12:01:33 EST
 Origin Desc: US CONCERN CASE BASE
 Action Desc: ADVISE CUST INFO WILL BE SENT TO DLR; CONTACT CRM
 Comments: CAC ADVISED: - WE RECOMMEND THE REPAIR BE PERFORMED BY A FO
 RD/LM DEALERSHIP - INFORMATION WILL BE SENT TO DLR, CUSTOMER
 R SHOULD CONTACT CRM/SERV MGR INFERENCE CASE ID: 4590

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
 F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
 NO MORE COMMENTS AVAILABLE

OGDB165

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VIN: 1FTSF31F6XEE56383 Year: 1999 Model: F-SERIES SUPER DUTY
Owner Status: ORIGINAL WSD: 08/14/99
Name: [REDACTED] Hm Ph: [REDACTED]
Trmt: Case: 1433591440 Day Ph: [REDACTED]
Symptom Desc: AUTO TRANS GENERAL INDICATOR
Reason Desc: WARRANTY - BUMPER-TO-BUMPER
Dealer: KELLER FORD INC
Issue Type: 03 CONCERN Issue Status: C CLOSED
Comm Type: PH PHONE Odometer Reading: 29815 MI
Analyst: F48070 KELLER FORD INC INC Document Number:
Action Date: 06/29/00 Action Data: N Action Time: 09:43:25 EST
Origin Desc: DEALER
Action Desc: FORD COVERED REPAIR MADE - WARRANTY
Comments:

F1=Help F2=AddAction F4=PrevAction F5=NextAction F6=ActionData
F9=PrevComments F10=NextComments F11=Menu F12=Return F13=ESP
NO NEXT ACTION

OGDB165

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 18-NOV-2003

Note: All Costs are in US Dollars

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	PREP	BASE	SUFF	VRT	VPG	CCC	CD
IFTSF31F6XEE56383	F7	T/F7	"	T/BB	T/CD	T/E	A1	T/D8	T/D8	11-05-99	14-08-99	148592	USA	9	*	ST01	F91Z	9F836	AB	S11	V44	E29	42
AWS Claim Key:	8302233	Doc #:	042783A	Trx Code:			2	Labor Hrs:		2.9	Labor Cost:		150.8	Material Cost:		73.92	Total Cost:		224.72				
Dir Cd-Sub Cd:	09696*	Name:	WAYLAND FORD, INC.			Ph:	269-7922205		St:	MI	City Cd:	USA	Reg Cd:	NA	Repr Date:		27-OCT-1999		DIST(Mile): 6031				
Cost Comments:	CHECK ENGINE LIGHT IS ON SOMETIMES REVS UP AND WILL NOT MOVE																						
Tech Comments:	DIAG AND REPLACE BAD IDLE VALIDATION SWWTEC																						
IFTSF31F6XEE56385	F7	DP7	*	T/BB	T/CD	T/E	A1	T/D8	T/D8	11-05-99	14-08-99	148592	USA	7	*	JA11	F91Z	7000	L8HM	S11	V48	P59	42
AWS Claim Key:	7688844	Doc #:	02918551	Trx Code:			884	Labor Hrs:		8.3	Labor Cost:		476.57	Material Cost:		1543.34	Total Cost:		2239.91				
Dir Cd-Sub Cd:	09696*	Name:	KELLER FORD INC			Ph:	616-7846600		St:	MI	City Cd:	USA	Reg Cd:	NA	Repr Date:		21-FEB-2000		DIST(Mile): 19715				
Cost Comments:	OD LIGHT FLASHES , BANGS INTO GEAR																						
Tech Comments:	BAD ELECTRONIC TRANSMISSION DIAGNOSIS DIAGNOSIS																						
IFTSF31F6XEE56382	F7	T/F7	*	T/BB	T/CD	T/E	A1	T/D8	T/D8	11-05-99	14-08-99	148592	USA	8	*	2G05	*	RECAL	*	S11	V44	E29	42
AWS Claim Key:	8122006	Doc #:	03318252	Trx Code:			884	Labor Hrs:		3	Labor Cost:		17.22	Material Cost:		0	Total Cost:		17.22				
Dir Cd-Sub Cd:	09696*	Name:	KELLER FORD INC			Ph:	616-7846600		St:	MI	City Cd:	USA	Reg Cd:	NA	Repr Date:		05-APR-2000		DIST(Mile): 24779				
Cost Comments:	WHEN TRUCK IS COLD IT WILL STALL OUT																						
Tech Comments:	P1209,P1212,P1040,P1211 REC (QUICK TEST) DIAGNOSIS																						
IFTSF31F6XEE56383	F7	T/F7	*	T/BB	T/CD	T/E	A1	T/D8	T/D8	11-05-99	14-08-99	148592	USA	8	*	*	*	*	*	SXX	V00	*	*
AWS Claim Key:	8987358	Doc #:	03318254	Trx Code:			99832	Labor Hrs:		1.5	Labor Cost:		86.13	Material Cost:		189	Total Cost:		275.13				
Dir Cd-Sub Cd:	09696*	Name:	KELLER FORD INC			Ph:	616-7846600		St:	MI	City Cd:	USA	Reg Cd:	NA	Repr Date:		05-APR-2000		DIST(Mile): 24779				
Cost Comments:	RECALL 99832																						
Tech Comments:	RECALL RECALL																						
IFTSF31F6XEE56383	F7	T/F7	"	T/BB	T/CD	T/E	A1	T/D8	T/D8	11-05-99	14-08-99	148592	USA	9	*	5B04	F91Z	3B396	CB	S11	V47	P09	01
AWS Claim Key:	8471121	Doc #:	03391351	Trx Code:			884	Labor Hrs:		2	Labor Cost:		11.48	Material Cost:		302.61	Total Cost:		314.09				
Dir Cd-Sub Cd:	09696*	Name:	KELLER FORD INC			Ph:	616-7846600		St:	MI	City Cd:	USA	Reg Cd:	NA	Repr Date:		10-APR-2000		DIST(Mile): 25172				
Cost Comments:	VIBRATION IN TRANS AROUND 50, MAINTAINS VIB UNTIL STOPPED, WILL GO AWAY WHEN SHIPPED TO 404																						
Tech Comments:	BROKEN WHEEL RING HUB CAP WHEEL COVER REPLACE																						

IPTSF31F6XKEE56383 F7 T/F7 * T/BB T/C/D T/E A1 T/D8 T/D5 11-05-99 14-08-99 148592 USA 10 * SB03 F81Z 3220 BA S11 V 41
 AWS Claim Key: 9533748 Doc #: 04820151 Trx Code: EB4 Labor Hrs: 1.4 Labor Cost: 195.23 Material Cost: 854 Total Cost: 1029.23
 Dir Cd-Sub Cd: 09696-* Name: KELLER FORD INC Ph: 616-7846600 Str MI City CA: USA Reg Cd: NA Repr Date: 24-MAY-2000 DIST(Mile): 29857
 Cust Comments: OLD LIGHT FLASHES AND 4X4 WILL NOT DISENGAGE
 Tech Comments: LIGHT ON RITEST, CNV, VACUUM LEAK ON DRIVERS FT HUB, SO, EXCESSIVE TIME TO

IPTSF31F6XKEE56383 F7 T/F7 * T/BB T/C/D T/E A1 T/D8 T/D5 11-05-99 14-08-99 148592 USA 11 * 2D01 F81Z 98465 BA S11 V44 E35 53
 AWS Claim Key: 9624733 Doc #: 04017051 Trx Code: S07 Labor Hrs: 1.5 Labor Cost: 89.75 Material Cost: 20.34 Total Cost: 110.09
 Dir Cd-Sub Cd: 09696-* Name: KELLER FORD INC Ph: 616-7846600 Str MI City CA: USA Reg Cd: NA Repr Date: 13-JUN-2000 DIST(Mile): 30605
 Cust Comments: 4X4 INOP
 Tech Comments: BAD INSPECT, TEST SYSTEM, DIAG, REINSTALL VACUUM LINE, RITEST, REPL VA

IPTSF31F6XKEE56383 F7 T/F7 * T/BB T/C/D T/E A1 T/D8 T/D5 11-05-99 14-08-99 148592 USA 11 * SB03 F81Z 3220 BA S11 V47 P09 01
 AWS Claim Key: 10128627 Doc #: 04194551 Trx Code: EB4 Labor Hrs: 1.2 Labor Cost: 71.8 Material Cost: 699.84 Total Cost: 771.64
 Dir Cd-Sub Cd: 09696-* Name: KELLER FORD INC Ph: 616-7846600 Str MI City CA: USA Reg Cd: NA Repr Date: 28-JUN-2000 DIST(Mile): 32356
 Cust Comments: SPO FRONT AXLE SHAFT
 Tech Comments: BROKEN INSTALL FT AXLE AND HUB SHAFT

IPTSF31F6XKEE56383 F7 T/F7 * T/BB T/C/D T/E A1 T/D8 T/D5 11-05-99 14-08-99 148592 USA 11 * 609 F85Z 11583 AA S08 V74 T90 39
 AWS Claim Key: 10074770 Doc #: 04194552 Trx Code: EB4 Labor Hrs: .3 Labor Cost: 17.95 Material Cost: 27.06 Total Cost: 45.01
 Dir Cd-Sub Cd: 09696-* Name: KELLER FORD INC Ph: 616-7846600 Str MI City CA: USA Reg Cd: NA Repr Date: 24-JUN-2000 DIST(Mile): 32356
 Cust Comments: IGN CYLINDER LOOSE AND INOP INTERMIT
 Tech Comments: LOOSE IGNITION LOCK CYLINDER REMOVE AND INSTALL OR REPLACE

IPTSF31F6XKEE56383 F7 T/F7 * T/BB T/C/D T/E A1 T/D8 T/D5 11-05-99 14-08-99 148592 USA 11 * 5V12 * 1104 * S11 V44 E35 42
 AWS Claim Key: 10129628 Doc #: 04249251 Trx Code: EB4 Labor Hrs: .1 Labor Cost: 29.92 Material Cost: 15.47 Total Cost: 45.39
 Dir Cd-Sub Cd: 09696-* Name: KELLER FORD INC Ph: 616-7846600 Str MI City CA: USA Reg Cd: NA Repr Date: 15-JUL-2000 DIST(Mile): 33356
 Cust Comments: INSTALL SPO
 Tech Comments: BAD INSTALL HUB SPACERS

IPTSF31F6XKEE56383 F7 T/F7 * T/BB T/C/D T/E A1 T/D8 T/D5 11-05-99 14-08-99 148592 USA 13 * 5Y07 YC3Z 2552 AA S11 V44 E35 42
 AWS Claim Key: 11574254 Doc #: 04879351 Trx Code: EB4 Labor Hrs: .7 Labor Cost: 41.86 Material Cost: 242.29 Total Cost: 284.17
 Dir Cd-Sub Cd: 09696-* Name: KELLER FORD INC Ph: 616-7846600 Str MI City CA: USA Reg Cd: NA Repr Date: 05-SEP-2000 DIST(Mile): 33069
 Cust Comments: CHECK FRONT HUBS, LEFT HUB INOP
 Tech Comments: BAD REPL BOTH FRT HUBS

IPTSF31F6XKEE56383 F7 T/F7 * T/BB T/C/D T/E A1 T/D8 T/D5 11-05-99 14-08-99 148592 USA 13 * 3A11 * 7000 * S11 V44 D50 01
 AWS Claim Key: 11374255 Doc #: 04879352 Trx Code: EB4 Labor Hrs: .9 Labor Cost: 53.65 Material Cost: 0 Total Cost: 53.65
 Dir Cd-Sub Cd: 09696-* Name: KELLER FORD INC Ph: 616-7846600 Str MI City CA: USA Reg Cd: NA Repr Date: 05-SEP-2000 DIST(Mile): 33069
 Cust Comments: CHECK TRANS, LOST TOP 2 GEARS. TRANS WAS LEAKING FLUID OUT BOTTOM OF TRA NR.
 Tech Comments: LEAK ELECTRONIC TRANSMISSION DIAGNOSIS DIAGNOSIS

FEB-04 2004

IPTSF1P6XEE56383 F7 T/F7 * T/BB T/CD T/E A1 T/D8 T/D8 11-05-99 14-08-99 148592 USA 13 * SYD5 YCJZ 2C026 BB S11 V 14
 AWS Claim Key: 11374255 Doc #: 04879353 Trx Code: EE4 Labor Hrs: Labor Cost: 59.83 Material Cost: 226.41 Total Cost: 286.24
 Dir. Cd-Sub Cd: 09696 * Name: KELLER FORD INC Ph: 616-7846600 St: MI City: USA Reg Cd: NA Repr Date: 05-SEP-2000 DIST(Mile): 33069
 Cust Comments: RIGHT REAR ROTOR CAME APART, TOOK PAD OUT AND CALIPER LINE IS NOW PINCHED OFF TO GET CUSTOMER BY.
 Tech Comments: FELL APART BRAKE SHOES PAD ASSEMBLIES HYDRAULIC INSPECT

IPTSF1P6XEE56383 F7 T/F7 * T/BB T/CD T/E A1 T/D8 T/D8 11-05-99 14-08-99 148592 USA 13 * 5V14 F81Z 2C150 AA S11 V44 E15 42
 AWS Claim Key: 11574257 Doc #: 04879354 Trx Code: EE4 Labor Hrs: 3 Labor Cost: 11.97 Material Cost: 0 Total Cost: 11.97
 Dir. Cd-Sub Cd: 09696 * Name: KELLER FORD INC Ph: 616-7846600 St: MI City: USA Reg Cd: NA Repr Date: 05-SEP-2000 DIST(Mile): 33069
 Cust Comments: RIGHT FRONT CALIPER IS STICKING, LEFT FRONT CALIPER BOLT IS BENT AND CALIPER WILL NOT SLIDE PROPERLY.
 Tech Comments: MISSING ADDITIONAL MISC. REPAIRS

IPTSF1P6XEE56383 F7 T/F7 * T/BB T/CD T/E A1 T/D8 T/D8 11-05-99 14-08-99 148592 USA 24 * SK06 * * * SCK V00 * *
 AWS Claim Key: 12126416 Doc #: 08329001 Trx Code: 01B77 Labor Hrs: 3 Labor Cost: 10.51 Material Cost: 0 Total Cost: 450.51
 Dir. Cd-Sub Cd: 09618 * Name: BROWN MOTORS, INC. Ph: 231-4393673 St: MI City: USA Reg Cd: NA Repr Date: 24-JUL-2001 DIST(Mile): 43598
 Cust Comments: RECALL 01B77. FIRESTONE TIRES. REFUND TO CUSTOMER. \$440.00
 Tech Comments: 1 REFUNDED, DISPOSED OF TIRES.

Any comments? You can contact



webmaster

STATE OF WISCONSIN

CIRCUIT COURT

PORTAGE COUNTY

[REDACTED]
Stevens Point, WI [REDACTED]

Plaintiff,

v.

CASE NO: 02-CV-385

CODE NO: 30303

✓ FORD MOTOR COMPANY
The American Road
PO Box 1899
Dearborn, MI 48121-1899

Circuit Court Portage County, Wis.

FILED

OCT 25 2002

Defendant.

BERNADETTE A. FLATOFF
Clerk of Courts

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff(s) named above filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is 1516 Church Street, Stevens Point, WI 54481-3598 and to plaintiff's attorney whose address is 2900 Hoover Avenue, Suite A, Stevens Point, WI 54481-5678. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 25th day of October, 2002

FIRST LAW GROUP S.C.

BY:



Gary L. Dreist, Attorney for the
Plaintiff, Lance Stampfli and Tammy Stampfli
Bar Code: 1016636

MAILING ADDRESS:
2900 Hoover Avenue
Suite A
Stevens Point, WI 54481-5678
(715) 341-7855

[REDACTED]
Stevens Point, WI [REDACTED]

Plaintiffs,

v.

CASE NO: 02-CV- 385

CODE NO: 30303

FORD MOTOR COMPANY,
The American Road
Dearborn, MI 48121-1899

Circuit Court Portage County, Wis.
FILED

Defendant.

OCT 25 2002

BERNADETTE A. FLATOFF
Clerk of Courts

COMPLAINT

NOW COME the plaintiffs [REDACTED] by their attorneys,

First Law Group S.C. by Gary L. Dreier, and complain of the defendant as follows:

1. The plaintiffs, [REDACTED] are husband and wife residing at [REDACTED] Stevens Point, Wisconsin [REDACTED]

2. Upon the information and belief, the defendant, Ford Motor Company, is a Delaware corporation, with its principal office located at the American Road, PO Box 1899, Dearborn, Michigan 48121-1899 and is engaged in the business of manufacture and sales of motor vehicles.

3. On or about March 28, 2001, the plaintiffs entered into a motor vehicle purchase contract with Badger Truck Center of Milwaukee, Wisconsin for purchase of a new 2001 Ford F350 truck identification number 1FDWF37F01EA37439 for the gross purchase price of \$34,354.83 and a net purchase price after rebate of \$33,354.83 (hereafter "the truck").

4. The plaintiffs took delivery of the truck on or about March 28, 2001.

5. After purchase of the truck, the plaintiffs in reliance upon express and implied warranties of the basic fitness of the truck made the following purchase of accessories and additions which were installed or applied to the truck:

a. Underbody truck boxes	\$596.42
b. Bracket for boxes	\$55.55
c. Undercoating Z-Tech	\$484.25
d. Crystall Tipper (box)	\$5,568.15
e. Snow plow for truck	\$4,400.00
f. Brake controller	\$106.33
g. Undercoat box mount (bracket)	\$5.17
h. Weld box mounts	\$80.00
i. Brake light connector/female end – six pin	\$10.54
Total	\$11,306.61

COUNT I: LEMON LAW

6. The truck is a "lemon" and has evidenced persistent, serious substantial problems which include but are not limited to problems with wheel alignment and tire wear, which problems individually and collectively constitute a nonconformity or a condition or defect which substantially impairs the use, value and safety of the truck and each of which was covered by an express warranty applicable to the truck, within the meaning of Wis. Stata. §218.0171(1)(f).

7. The plaintiffs made such nonconformities known to the defendant's authorized dealers and made the truck available for repair within one year after first delivery of the truck.

8. Reasonable attempts to repair the truck have been undertaken and the truck has been made available for repair more than four times but such nonconformities nevertheless persist.

9. The plaintiffs caused a demand to be served upon the defendant, a copy of which is attached hereto and incorporated by reference as Exhibit A which, upon information and belief, was received by the defendant on or about July 25, 2002; more than 30 days have elapsed since the defendant received such demand and the defendant has not within such 30 days agreed to accept return of the truck or replace it with a comparable new motor vehicle or otherwise comply with Wis. Stats. §218.0171(2)(c).

10. Upon information and belief, by reason of the foregoing, the plaintiffs are entitled to remedies under Wis. Stats. §218.0171 which include but are not limited to:

a. A comparable new motor vehicle and refund of collateral costs pursuant to Wis. Stats. §218.0171(2)(b) 2.a.; such collateral costs are estimated to be \$94.50 – the charge for an alignment which the defendant refused to cover under the truck's warranty; and/or

b. Twice the amount of the plaintiffs' pecuniary loss under Wis. Stats. §218.0171(7).

c. The plaintiffs' costs, disbursements and attorneys fees in connection with this matter.

11. Upon information and belief, the pecuniary loss sustained by the plaintiffs includes but is not limited to the net purchase price alleged in paragraph 3 above, the purchase of accessories and additions to the truck alleged in paragraph 5 above, and the repair bill alleged in paragraph 10a. above, totaling at least \$44,755.94.

COUNT II: MAGNUSON - MOSS WARRANTY ACT

12. The plaintiffs repeat, reallege and incorporate by reference the preceding allegations as if set forth in full in this paragraph.

13. Upon information and belief, the truck did not comply with the express warranties made by the defendant in connection with sale of the truck to the plaintiffs.

14. The plaintiffs gave the defendant timely notice of such breach of warranty and nonconformities, but the defendant has failed to remedy such breaches and defects.

15. The plaintiffs do business under the firm name and style of Green Thumb which is a landscaping and lawn care company; the plaintiffs purchased the truck principally for usage in connection with their Green Thumb business, but they lost both revenues and profits as a result of the failure of the truck to conform to express warranties.

16. Upon information and belief, the plaintiffs sustained incidental and consequential damages as a result of breach of such warranties consisting of cost of repairs not covered by the defendant's warranty - \$94.50.

17. Upon information and belief, by reason of the foregoing, the plaintiffs are entitled to relief under the Magnuson-Moss Warranty Act, 15 U.S.C. Section 2310 *et seq.* including repair of the nonconformities and defects at the expense of the defendant, payment of the plaintiffs' incidental and consequential damages and payment by the defendant of the plaintiffs' reasonable attorneys fees and costs.

COUNT III: BREACH OF WARRANTY: UNIFORM COMMERCIAL CODE

18. The plaintiffs repeat, reallege and incorporate by reference the preceding allegations as if set forth in full in this paragraph.

19. Upon information and belief, the defendant breached its express warranties and the implied warranty of merchantability, entitling the plaintiffs to the remedies under the

Uniform Commercial Code, Chapter 402 of the Wisconsin Statutes, including repair of the truck and their incidental and consequential damages.

WHEREFORE, the plaintiffs demand judgment against the defendant as follows:

- A. Under Wisconsin's Lemon Law, Wis. Stats. §218.0171, for judgment for twice the plaintiffs' pecuniary losses.
- B. For judgment for the plaintiffs' actual costs, disbursements and attorneys' fees associated with this action, under the Lemon Law and under the Magnuson-Moss Warranty Act.
- C. For judgment in a sum to be determined by the trier of fact for breach of implied and/or express warranties under the Magnuson-Moss Warranty Act and under Chapter 402 of the Wisconsin Statutes.
- D. For the plaintiffs' taxable costs and disbursements.
- E. For such other and further relief as may be just and equitable in the premises.

Dated this 25th day of October, 2002.

FIRST LAW GROUP S.C.
A limited liability service corporation

By: 

Gary L. Dreig, Attorneys for
Plaintiffs, Lance Stampfli and
Tammy Stampfli
State Bar No: 1016656

MAILING ADDRESS:
2900 Hoover Avenue, Suite A
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Gary L. Dreier
Certified Civil Trial Lawyer
by National Board of Trial Advocacy



FIRST LAW GROUP, PC

A Limited Liability Service Corporation

Telephone 715-341-7888
Facsimile 715-341-7288
E-mail dreier@flawgroup.com

Sherris Larson
Legal Assistant

July 22, 2002

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

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

Ford Motor Company
Customer Affairs
P.O. 6248 MD-3NE-B
Dearborn, MI 48126

[REDACTED]
LEMON LAW CLAIM: 2001 FORD F350 TRUCK

This office has been retained by and represents [REDACTED] as a result of repeated persistent problems they have experienced with a 2001 Ford F3250 VIN 1FDWF37F01EA37439 (the "truck").

This truck was purchased by the [REDACTED] through an authorized Ford dealer. The [REDACTED] took delivery on or about March 28, 2001. Within one the year the [REDACTED] made this vehicle available for repair on numerous occasions for problems which have persisted. The most serious matter involves an alignment problem or problems which have not been remedied. This truck has been brought in for repairs to authorized Ford dealers many more than four times within one year after the Stampflis took delivery.

On behalf of my clients, demand is made hereby that Ford Motor Company accept return of the truck and replace it with a comparable new motor vehicle and refund my client's collateral costs, all pursuant to Wis Stats §218.0171(2)(b)2.a. The [REDACTED] collateral costs include:

EXHIBIT A

Ford Motor Company
July 22, 2002
Page 2

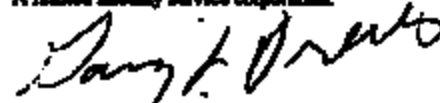
Underbody truck boxes	\$596.42
Bracket for boxes	\$55.55
Undercoating Z-Tech	\$484.25
Crystall Tipper (box)	\$5,568.15
Snow plow for truck	\$4,400.00
Brake controller	\$106.53
Undercoat box mount (bracket)	\$5.17
Weld box mounts	\$80.00
Brake light connector/female end - six pin	\$10.54
Alignment (V&H)	\$94.50
Total:	\$11,401.11

The [REDACTED] hereby offer to transfer title to the truck to Ford Motor Company pursuant to Wis Stat §215.0171(2)(e).

Please respond to this letter within 30 days.

Very truly yours,

FIRST LAW GROUP S.C.
A limited liability service corporation.


Gary L. Drier

GLD:al

C: [REDACTED]

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 04-NOV-2002

Note: All Costs are in US Dollars

VIN	AWS VL	WERS VL	MKT DEN	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	QRT	WCC	FREF	BASE	SUPP	VRT	VFG	CCC	CD
1FDWF37F01EA37439	F7	T/F7	*	T/BB	T/C/D	T/E	A1	T/D8	T/D8	30-08-00	27-03-01	141902	USA	5	*	1F03	*	8287	*	S11	V44	L85	42
AWS Claim Key:		3464240	Doc #:	526723A	Trx Code:		2	Labor Hrs:		.5	Labor Cost:		28.78	Material Cost:		.78	Total Cost:		29.56				
Dir Cd-Sub Cd:		06237-*	Name: V & H, INC.				P#: 715-3872545		St: WI	City:	USA	Reg Cd:		NA	Repr Date:		13-AUG-2001	DIST(Mile):9999					
Cust Comments:		COOLANT LEAK AT THE LOWER RADIATOR HOSE WHEN HOT																					
Tech Comments:		REPLACE LEAKING HOSE CLAMP																					
1FDWF37F01EA37439	F7	T/F7	*	T/BB	T/C/D	T/E	A1	T/D8	T/D8	30-08-00	27-03-01	141902	USA	5	*	*	*	*	*	SXX	V00	*	*
AWS Claim Key:		3464241	Doc #:	526757A	Trx Code:		01824	Labor Hrs:		.6	Labor Cost:		34.56	Material Cost:		0	Total Cost:		40.3				
Dir Cd-Sub Cd:		06237-*	Name: V & H, INC.				P#: 715-3872545		St: WI	City:	USA	Reg Cd:		NA	Repr Date:		15-AUG-2001	DIST(Mile):9999					
Cust Comments:		PERFORM RECALL 01824. WINDSHIELD WIPER MOTOR INSPECTION.																					
Tech Comments:		PERFORM RECALL																					
1FDWF37F01EA37439	F7	T/F7	*	T/BB	T/C/D	T/E	A1	T/D8	T/D8	30-08-00	27-03-01	141902	USA	6	*	2A01	*	9C691	*	S11	V44	L65	33
AWS Claim Key:		4149261	Doc #:	529434A	Trx Code:		2	Labor Hrs:		.4	Labor Cost:		23.02	Material Cost:		0	Total Cost:		23.02				
Dir Cd-Sub Cd:		06237-*	Name: V & H, INC.				P#: 715-3872545		St: WI	City:	USA	Reg Cd:		NA	Repr Date:		06-SEP-2001	DIST(Mile):5844					
Cust Comments:		OIL LEAKING TOP OF HIGH PRESSURE SIDE TURBO.																					
Tech Comments:		OIL LEAKING TOP OF HIGH PRESSURE SIDE TURBO REPOSITION TURBO HOSE AND TIGHTEN CLAMP																					
1FDWF37F01EA37439	F7	T/F7	*	T/BB	T/C/D	T/E	A1	T/D8	T/D8	30-08-00	27-03-01	141902	USA	5	*	5V14	1C32	2B120	AA	S10	V21	H02	69
AWS Claim Key:		4149264	Doc #:	529434B	Trx Code:		2	Labor Hrs:		1.1	Labor Cost:		63.32	Material Cost:		345.36	Total Cost:		408.68				
Dir Cd-Sub Cd:		06237-*	Name: V & H, INC.				P#: 715-3872545		St: WI	City:	USA	Reg Cd:		NA	Repr Date:		06-SEP-2001	DIST(Mile):5844					
Cust Comments:		PULLS BRAKING SOMETIMES LEFT AND SOMETIMES RIGHT HWY SPEEDS.																					
Tech Comments:		PULLS BRAKING SOMETIMES LEFT AND RIGHT FOUND CALIPERS HANGING UP REMOVE AND REPLACE CALIPERS AND REPLACE BRAKE PADS																					
1FDWF37F01EA37439	F7	T/F7	*	T/BB	T/C/D	T/E	A1	T/D8	T/D8	30-08-00	27-03-01	141902	USA	6	*	1A01	*	9E434	*	S11	V44	L69	D6

AWS Claim Key: 4149965 Doc #: 529434C Trx Code: S07 Labor Hrs: 2 Labor Cost: 115.12 Material Cost: 12.87 Total Cost: 127.99
 Dir Cd-Sub Cd: 06237-* Name: V & H, INC. Pts: 715-3872545 St: WI City: USA Reg Cd: NA Repr Date: 06-SEP-2001 DIST(Mile): 5844
 Cust Comments: OIL LEAK BOTTOM OF ENGINE.
 Tech Comments: CHECK OIL LEAK BOTTOM OF ENGINE REEVAL COVER ON INSIDE OF INTAKE SURFACE AIR INTAKE MANIFOLD COVER ROADTEST OK

IPDWF37F01EA37439 F7 T/F7 * T/BB T/CD T/E A1 T/DS T/DS 30-08-00 27-03-01 141902 USA 7 * 5K03 * 1007 * \$10 V09 B62 42
 AWS Claim Key: 7422674 Doc #: 531306A Trx Code: 2 Labor Hrs: 1.5 Labor Cost: 86.34 Material Cost: 1267.62 Total Cost: 1436.7
 Dir Cd-Sub Cd: 06237-* Name: V & H, INC. Pts: 715-3872545 St: WI City: USA Reg Cd: NA Repr Date: 24-SEP-2001 DIST(Mile): 6415
 Cust Comments: STEER TIRES ARE STARTING TO STEP THERE IS A LOW LOW TO HIGH IN EACH LOG OR RIB.
 Tech Comments: REPLACE ALL TIRES PER INSRACK AT FORD

IPDWF37F01EA37439 F7 T/F7 * T/BB T/CD T/E A1 T/DS T/DS 30-08-00 27-03-01 141902 USA 13 * 5T01 F81Z 9F836 AH S11 V41 D36 42
 AWS Claim Key: 7169206 Doc #: 417185A Trx Code: 2 Labor Hrs: 2 Labor Cost: 121.39 Material Cost: 78.86 Total Cost: 200.25
 Dir Cd-Sub Cd: 06358-* Name: SCAFFID MOTORS, INC. Pts: 715-3444100 St: WI City: USA Reg Cd: NA Repr Date: 25-FEB-2002 DIST(Mile): 10875
 Cust Comments: CHECK COLD ENGINE OPERATION AFTER STARTING VEHICLE AM VEHICLE WILL NOT ACCELERATE AFTER START UP UNTIL VEHICLE WARMS UP
 Tech Comments: BEC AND ENGINE PERFORMANCE TESTS, PASS. ACCELERATES POORLY, REPLACE PEDAL ASSY, RETEST, ACCELS OK

IPDWF37F01EA37439 F7 T/F7 * T/BB T/CD T/E A1 T/DS T/DS 30-08-00 27-03-01 141902 USA 12 * 5G88 * NPF * 505 V39 NS0 42
 AWS Claim Key: 7527825 Doc #: 418587A Trx Code: 2 Labor Hrs: 3 Labor Cost: 18.21 Material Cost: 0 Total Cost: 18.21
 Dir Cd-Sub Cd: 06358-* Name: SCAFFID MOTORS, INC. Pts: 715-3444100 St: WI City: USA Reg Cd: NA Repr Date: 20-MAR-2002 DIST(Mile): 11537
 Cust Comments: CHECK FRONT RIGHT WHEEL AREA FOR SQUEAL TYPE NOISE HAPPENED MONDAY AFTER TRUCK WAS SITTING FOR A COUPLE DAYS
 Tech Comments: CHECK RIGHT FRONT WHEEL AREA, NO WORN COMPONENTS. INSPECT FRONT END AND SUSPENSION. NO WORN COMPONENTS FOUND. ALIGNMENT IS FINE AT THIS TIME. SERVICE ADVISOR TEST DROVE VEHICLE WITH CUSTOMER. CUSTOMER COULD NOT DUPLICATE SQUEAL NOISE.

IPDWF37F01EA37439 F7 T/F7 * T/BB T/CD T/E A1 T/DS T/DS 30-08-00 27-03-01 141902 USA 12 * 1A01 * 6049 * \$10 V25 E08 33
 AWS Claim Key: 7766408 Doc #: 418735A Trx Code: 2 Labor Hrs: 1.4 Labor Cost: 84.97 Material Cost: 0 Total Cost: 84.97
 Dir Cd-Sub Cd: 06358-* Name: SCAFFID MOTORS, INC. Pts: 715-3444100 St: WI City: USA Reg Cd: NA Repr Date: 21-MAR-2002 DIST(Mile): 11573
 Cust Comments: TOW IN FUEL LEAK
 Tech Comments: INSPECT FOR FUEL LEAK, FULL VEHICLE IN SHOP. REMOVE BELT, ALTERNATOR, AND POWER STEER PUMP AND BRACKET. FOUND FUEL PLUG IN HEAD LOOSE. APPLY LOCTITE AND REINSTALL. PLUG. CLEAN OFF FUEL AND RETEST.

IPDWF37F01EA37439 F7 T/F7 * T/BB T/CD T/E A1 T/DS T/DS 30-08-00 27-03-01 141902 USA 12 * 6Y20 * MISC * EXX V00 A9* 42
 AWS Claim Key: 8046801 Doc #: 418735B Trx Code: F01 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 63
 Dir Cd-Sub Cd: 06358-* Name: SCAFFID MOTORS, INC. Pts: 715-3444100 St: WI City: USA Reg Cd: NA Repr Date: 21-MAR-2002 DIST(Mile): 11575

PE03-044 20061

Cost Comments: REM COST FOR TOWING
Tech Comments: REM COST FOR TOWING

IFDWF37F01EA37439 F7	TYF7 *	TBB	TCD	T/E	AJ	T/D8	T/D8	30-06-00	27-03-01	141902	USA	13 *	2004 *	12A650 *	S11	V41	D36	42
AWS Claim Key:	7741126	Doc #:	418509A	Trx Code:	507	Labour Hrs:	1.9	Labour Cost:	115.32	Material Cost:	0	Total Cost:	115.32					
Dir Cd-Sub Cd:	06358 *	Name:	SCAFFOLD MOTORS, INC.	Ph:	715-3444100	St:	WI	City Cd:	USA	Reg Cd:	NA	Repr Date:	25-MAR-2002	DIST(Mile):	11830			
Cost Comments:	CHECK ACCELERATOR PEDAL OPERATION START VEHICLE NOTE: START VEHICLE, DO NOT TOUCH BRAKE OR ACCEL. PEDAL AND PUT IN GEAR. VEHICLE WILL NOT PICK UP RPM TILL IT WARMS UP																	
Tech Comments:	REC TEST, NO CODES, MONITOR PIDS. TEST VOLTAGE AT PEDAL TO PCM. BR CONNECTOR AND REPROGRAM PCM. TEST COLD, OK. F																	

IFDWF37F01EA37439 F7	TYF7 *	TBB	TCD	T/E	AJ	T/D8	T/D8	30-06-00	27-03-01	141902	USA	16 *	2001	F7TZ	12K073	A	S11	V49	N12	42
AWS Claim Key:	9295135	Doc #:	07923103	Trx Code:	507	Labour Hrs:	3.3	Labour Cost:	188.26	Material Cost:	112	Total Cost:	300.26							
Dir Cd-Sub Cd:	01429 *	Name:	RAPIDS FORD-LINCOLN-MERCURY, LLC.	Ph:	715-423000	St:	WI	City Cd:	USA	Reg Cd:	NA	Repr Date:	09-JUL-2002	DIST(Mile):	15200					
Cost Comments:	CHECK CODES FOUND INTERMITTANT CMP GOES OPEN DO PERFORMANCE WORKSHEET CHECK OASIS REMOVED AND REPLACED CAM SENSOR CHECKS OK NOW WPI																			

Any comments? You can contact



webmaster

All Action Details for Issue

VIN: 1FDWF37F01EA37439 Year: 2001 Model: F-SERIES SUPER DUTY Case: 674362911
 Name: [REDACTED] Owner Status: Original WSD: 2001-03-27
 Symptom Desc: LOSS OF POWER ACCELERATION COLD ENGINE Primary Phone: [REDACTED]
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone: [REDACTED]
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND
 Dealer: 08212 BADGER TRUCK CENTER, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 11830 MI Comm Type: MAIL
 Analyst Name: MOLLY KELSEY Analyst: MKELSEY2
 Action Date: 04/05/2002 Action Time: 11:19 AM Action Data: Yes
 Comments *****ATTORNEY DEMAND LETTER***** REC'D 04/05/02 ATTORNEY ALLEGES DEFECTIVE VEHICLE. ATTORNEY ALLEGES HIS CLIENT'S VEHICLE HAS MULTIPLE DEFECTS. "ATTORNEY DEMANDS A FORD REPRESENTATIVE CONTACT HIM TO DISCUSS THIS MATTER."

<u>Data Element Name</u>	<u>Data Value</u>
NAME OF LAW FIRM	FIRST LAW GROUP, SC A LIMITED LIABILITY
ATTORNEY NAME	GARY L. DREIERP, SC A LIMITED LIABILITY
ATTORNEY PHONE NUMBER	7463417855EIERP, SC A LIMITED LIABILITY

Action: MAKE OUTBOUND CALL TO ATTORNEY
 Dealer: 08212 BADGER TRUCK CENTER, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 11830 MI Comm Type: MAIL
 Analyst Name: LAKESIA TURNER Analyst: LTURN32
 Action Date: 04/05/2002 Action Time: 12:04 AM Action Data: Yes
 Comments ***LPA CALLED AND LEFT MESSAGE ON ATTORNEY'S VOICEMAIL THAT LPA TISHA MOSLEY WILL INVESTIGATE MATTER AND REPORT HER FINDINGS ASAP.

<u>Data Element Name</u>	<u>Data Value</u>
CONTACT PERSON	STAMPFL55EIERP, SC A LIMITED LIABILITY

Action: INFORMATION CALL/FAX WITH DEALER
 Dealer: 08212 BADGER TRUCK CENTER, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 11830 MI Comm Type: MAIL
 Analyst Name: TISHA MOSLEY Analyst: TMOSLEY
 Action Date: 04/08/2002 Action Time: 10:31 AM Action Data: No
 Comments ***LPA SPOKE WITH SM-STEVE AT THE DEALERSHIP. LPA WAS INFORMED THE CUSTOMER ONLY PURCHASED THE VEHICLE FROM THEM AND THERE'S NO SERVICE HISTORY WITH THEM.

Action: UPDATE/ADDCO CASE
 Dealer: 08212 BADGER TRUCK CENTER, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
 Odometer: 11830 MI Comm Type: MAIL
 Analyst Name: TISHA MOSLEY Analyst: TMOSLEY
 Action Date: 04/09/2002 Action Time: 10:32 AM Action Data: No
 Comments ***LPA CALLED SM-RON AT V&H (06297) HOWEVER HE WAS NOT AVAILABLE. LPA LEFT V-MAIL MESSAGE REQUESTING THAT HE FAX THE SERVICE RECORDS AND RETURN CALL AT 313-845-5458 TO DISCUSS THE CUSTOMER'S CONCERNS.

Action: INFORMATION CALL/FAX WITH DEALER
 Dealer: 08212 BADGER TRUCK CENTER, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION

Odometer: 11830 MI Comm Type: MAIL
Analyst Name: TISHA MOSLEY Analyst: TMOSLEY
Action Date: 04/08/2002 Action Time: 10:39 AM Action Data: No

Comments ***LPA CALLED SM-GARY AT SCAFFIDI MOTORS (06358) HOWEVER HE WAS AT FORD MEETINGS. LPA SPOKE WITH HIS ASSISTANT-PHIL FLICK REGARDING THE CUSTOMER'S CONCERNS. LPA WAS INFORMED THE CUSTOMER'S LAST VISIT WAS 3/25/02 FOR CONCERN: ENGINE WOULD NOT ACCELERATE AFTER COLD START. THEY COMPLETED DIAGNOSTIC TESTING AND EVERYTHING WAS OK, THERE WERE NO CODES AND THEY REPROGRAMMED PCM. ***LPA SPOKE WITH SVC ADVISOR AT SAME DEALERSHIP AND WAS INFORMED THAT AFTER THE TESTING 3/25/02, HE MADE A FOLLOW UP CALL TO THE CUSTOMER WAS THEN TOLD THE ENGINE SOUNDS LIKE A 2 CYCLE ENGINE BUT STATED IT DOESNT HAPPEN ALL THE TIME, CUSTOMER THAT HE WOULD BRING THE VEHICLE IN IF HE COULD GET IT TO DO IT AGAIN. THE CUSTOMER HAS NOT RETURNED. ***LPA WAS ALSO INFORMED THE CUSTOMER HAS BEEN HARD TO WORK WITH AND CUSTOMER WAS UPSET BECAUSE HE WAS INFORMED THAT IT WOULD BE HIS EXPENSE TO HAVE THE TIRES ROTATED, CUSTOMER DID NOT WANT TO PAY AND STATED FORD SHOULD PAY FOR ROTATION. ***LPA WAS INFORMED AS OF RIGHT NOW THE VEHICLE IS OPERATING AS IT WAS DESIGNED. ***JEFF WILL FAX SERVICE RECORDS FOR THE FILE.

Action: TRANSFER ISSUE
Dealer: 06368 SCAFFIDI MOTORS, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 11830 MI Comm Type: MAIL
Analyst Name: TISHA MOSLEY Analyst: TMOSLEY
Action Date: 04/09/2002 Action Time: 10:47 AM Action Data: No
Comments ***CASE WAS OPENED UNDER INCORRECT DEALER. THIS CASE SHOULD BE OPENED UNDER SCAFFIDI MOTORS (06368)

Action: FINAL CASE DISPOSITION
Dealer: 06368 SCAFFIDI MOTORS, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 11830 MI Comm Type: MAIL
Analyst Name: TISHA MOSLEY Analyst: TMOSLEY
Action Date: 04/12/2002 Action Time: 9:48 AM Action Data: No
Comments ***LPA IS DENYING ASSISTANCE DUE TO THE RECORDS RECEIVED FROM THE DEALERSHIP THAT INDICATE THE CUSTOMER'S LAST VISIT 3/25/02, THERE WERE NO CONCERNS VERIFIED. ***LPA IS SENDING CUSTOMER'S ATTORNEY A DENIAL LETTER DATED 4/12/02. *****NO FURTHER ACTION AT THIS TIME*****

Action: UPDATE/ADDCO CASE
Dealer: 06358 SCAFFIDI MOTORS, INC. Origin Desc: CONSUMER AFFAIRS - LITIGATION PREVENTION
Odometer: 11830 MI Comm Type: MAIL
Analyst Name: TISHA MOSLEY Analyst: TMOSLEY
Action Date: 08/01/2002 Action Time: 2:44 PM Action Data: No
Comments ***LPA RECEIVED ANOTHER LETTER FROM THE CUSTOMER'S ATTORNEY. ***LPA IS SENDING ATTORNEY A LETTER DATED 8/1/02 INFORMING HIM THAT THE PREVIOUS DECISION IS APPROPRIATE. *****NO FURTHER ACTION AT THIS TIME*****

AN Action Details for Issue

VIN: 1FDWF37F01EA37439 Year: 2001 Model: F-SERIES SUPER DUTY Case: 574362911
Name: [REDACTED] Owner Status: Original WSD: 2001-03-27
Symptom Desc: TIRES/WHEELS TIRE WEAR Primary Phone: [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - VEHICLE QUALITY Secondary Phone: [REDACTED]
Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: ADVISE INFO WILL BE SENT TO DLR; CONTACT CRM
Dealer: 06237 Y & H, INC. Origin Desc: US CONCERN CASE BASE
Odometer: 10200 MI Comm Type: PHONE
Analyst Name: AKALYA BALASUBRAMANIAM Analyst: ABALASUB
Action Date: 02/08/2002 Action Time: 11:11 AM Action Date: No

Caller Information If Different From Vehicle Owner:

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

Comments CUSTOMER SAYS: =>ALIGNMENT PROBLEM W/THE VEH. TOOK THE VEH TO THE DLRSHIP AND WAS INFORMED THAT IT'S WITHIN SPEC. =>TOOK THE VEH TO THE DLRSHIP AND HAD THE TIRES REPLACED. =>I AM STILL HAVING THE SAME PROBLEM W/THE TIRES...IT'S BEING CHOPPED UP =>I WANT TO ANOTHER FORD DLRSHIP BUT THEY WERE NOT ABLE TO ASSIST ME B/C THEY DIDN'T HAVE THE EQUIPMENT TO WORK ON MY VEH. =>I WANT TO KNOW WHICH DLRSHIP IS ABLE TO WORK ON MY VEH PER CUSTOMER, DEALER SAYS: =>NONE CAC ADVISED: - WE RECOMMEND THE REPAIR BE PERFORMED BY A FORD/ILM-DEALERSHIP - INFORMATION WILL BE SENT TO DLR, CUSTOMER SHOULD CONTACT CRM/SERV MGR INFERENCE CASE ID: 4591

All Action Details for Issue

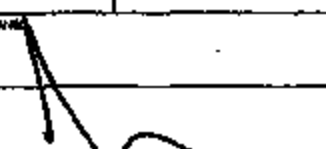
VIN: 1FDWF37F01EA37439	Year: 2001	Model: F-SERIES SUPER DUTY	Case: 574962911
Name: [REDACTED]	Owner Status: Original	WSD: 2001-03-27	
Symptom Desc: OIL SYSTEM LEAKS		Primary Phone: [REDACTED]	
Reason Desc: WARRANTY - B-TO-B REIMBURSEMENT REQUEST		Secondary Phone: [REDACTED]	
Issue Type: 02 INFORMATION	Issue Status: CLOSED		

Action: SUPPORT DEALER'S POSITION; NO ASSISTANCE	Origin Desc: US CONCERN CASE BASE	
Dealer: 06212 BADGER TRUCK CENTER, INC.		
Odometer: 7357 MI	Comm Type: PHONE	
Analyst Name: ALVARO GONZALEZ	Analyst: AGONZALE	
Action Date: 10/18/2001	Action Time: 3:21 PM	Action Data: No
Caller Information if Different From Vehicle Owner:		
First Name	Middle Initial	Last Name Day Phone Relationship

Comments CUSTOMER SAYS: - HAS CONSTANT OIL LEAK, HAS TAKEN TO DLRSHIP AT LEAST 3 TIMES, NOW IS CURRENTLY AT DLRSHIP BEING SERVICED BUT IS BEING CHARGED FOR THE REPAIR BECAUSE IT IS NOT UNDER WARRANTY. PER CUSTOMER, DEALER SAYS: - NONE CAC ADVISED: SUPPORT DEALERSHIP'S POSITION. FORD WILL NOT PROVIDE ASSISTANCE - CSR SPOKE WITH LEROY S/A WHO STATED THAT TIME AND AGAIN THE DLRSHIP HAS BENT OVER BACKWARDS FOR CUST EXCEPT ON THIS ISSUE BECAUSE THE LAST PERSON WHO TRYED TO REPAIR THE OIL LEAK WAS ONE OF THE CUST'S EMPLOYEES. INFERENCE CASE ID: 4810

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

For Prothonotary Use Only (Please Print)
MARCH 2003 002815

PLAINTIFF'S NAME [REDACTED]		DEFENDANT'S NAME Ford Motor Company	
PLAINTIFF'S ADDRESS Dairen, PA [REDACTED]		DEFENDANT'S ADDRESS e/o CT Corporation 1515 Market Street, Suite 1210 Philadelphia, PA 19103	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NO. OF DEFENDANTS 1	GOVERNMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Habeas <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 PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury Other:	<input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Pension	<input type="checkbox"/> Concussion <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Motion <input type="checkbox"/> Withdrawal
CASE TYPE AND CODE (SEE INSTRUCTIONS) 10 - Contract - Other			
STATUTORY BASIS FOR CHARGE OF ACTION (SEE INSTRUCTIONS)			
RELATED PENDING CASES LIST BY CASE CAPTION AND DOCKET NUMBER			IS CASE SUBJECT TO COOPERATION AGREEMENT 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		
SUPREME COURT DESIGNATION NO. 55914		E-MAIL ADDRESS rsilverman@lemonlaw.com	
SIGNATURE 		DATE March 18, 2003	

Robert M. Silverman, Esquire
Identification No. 55914
Robert A. Rapkin, Esquire
Identification No. 61528
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 548-8888

1001
NOV 05 2003
4:30 AM
YOU MUST STILL COMPLY
WITH THE COURT RULES
OF THIS COURT

ATTORNEYS FOR PLAINTIFF

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

Delton, PA

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

MARCH 2003

002815

FORD MOTOR COMPANY
CFO CT Corporation
1515 Market Street, Suite 1218
Philadelphia, PA 19103

NOTICE TO DEFEND
CODE: 1904

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.

ATTEST
MAR 1 0 2003
SW

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1761

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas 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 cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR 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
PHILADELPHIA, PA 19107
TELEFONO: 215-238-1761

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 ASSENT PARTY
OR PARTIES. THERE IS NO RIGHT TO
A TRIAL DE NOVO OR APPEAL FROM
A DECISION RENDERED BY A JUDGE.

Robert M. Silverman, Esquire
Identification No. 59914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
38 East Butler Pike
Ambler, PA 19002
(215) 548-8888

ATTORNEYS FOR PLAINTIFF

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

██████████
Dalton, PA ██████████

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: 1908

1. Plaintiff, ██████████, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania ██████████ Dalton, PA ██████████

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 October 23, 1999, Plaintiff purchased a new 1999 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTWW33F3XEC03908.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

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 \$41,308.50. 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 Plaintiff 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 Plaintiff.

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 Plaintiff.

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

11. Plaintiff avers 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)

12. The first documented warranty repair attempt is believed to have occurred on or before December 22, 1999, when the vehicle odometer showed 5,961 miles. On that date, repair attempts were made to the turn signals. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

13. The second documented warranty repair attempt is believed to have occurred on or before January 18, 2000, when the vehicle odometer showed approximately 7,000 miles. On that date, repair attempts were made to the drive line for freeze-up condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

14. The third documented warranty repair attempt is believed to have occurred on or before April 06, 2000, when the vehicle odometer showed 10,280 miles. On that date, repair attempts were made to the engine for lack of power, axle and differential, heating, defroster and air conditioning system for leaking condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

15. The vehicle continues to exhibit defects and malfunctions which remained uncorrected after a reasonable number of repair opportunities. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "E".

16. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions which Defendant's warranty dealer did not provide or maintain itemized statements or records as required by law.

17. Plaintiff avers that such itemized statements which were not provided also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

18. Plaintiff has and will continue to suffer damages due to Defendant's failure to maintain and provide itemized statements of repair.

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

23. 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.

24. 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.

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

26. 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.

27. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

28. 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.

29. 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.

30. Plaintiff avers 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.

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

WHEREFORE, Plaintiff respectfully demands 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.

COUNT II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

33. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

34. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

35. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

36. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

37. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(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;

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent conduct which creates a likelihood of confusion or of misunderstanding.

38. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

39. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

40. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

41. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

Robert M. Silverman, states that he is the attorney for the Plaintiff 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 Plaintiff

WAYNE COUNTY FORD

416 Main St.
 HONESDALE, PA. 15461
 (570) 851-FORD (3673)
 600-859-0821

PLEASE ENTER MY ORDER FOR THE FOLLOWING			DATE: 10/21/99
<input type="checkbox"/> NEW or <input type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> SUV			
YR: 99	MAKE: FORD	MODEL: 350	TYPE: TRK
COLOR: WHITE	TRIM:	MILEAGE: 3398	STREET: LILY LAKE ROAD
			CITY: DALTON STATE: PA
STOCK NO: 3790-A	SALESMAN:	TO BE DELIVERED ON OR ABOUT: 10/23/99	PHONE: [REDACTED]
			PHONE: [REDACTED]
YR: 93	MAKE: CHEVY	MODEL: 3500	TYPE: TRK
COLOR: BLUE	TRIM:	MILEAGE: 104031.8	
TITLE NO: 46529368702	PLATE NO: ZJ+28013	EXP. DATE: 12/99	
OWNER:	LOAN #:		
LESSEES/OWNER:	PHONE:		
ADDRESS:	WORK WITH:		
AMOUNT:	GOOD TILL:	VERIFIED BY:	
SALES NO: D161649	COLLISION DEPT:		
GENERAL MUTUAL INSURANCE			
	EXP. DATE:	VERIFIED BY:	
<input checked="" type="checkbox"/> FACTORY WARRANTY - This dealer hereby certifies all of the warranties with respect to the sale of this merchandise. The seller hereby warrants, represents, and warrants or implied warranty of merchantability, and the seller further warrants or guarantees any other person or business for any liability in connection with the sale of this merchandise.			
<input type="checkbox"/> USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.			
<input type="checkbox"/> AS IS - This motor vehicle is sold "AS IS" without any warranty other than expressed or implied. The purchaser will bear the entire expense of repairing or replacing any defect that previously existed or that may occur in the vehicle.			
PURCHASER'S SIGNATURE: [REDACTED]			
USED CAR CONTRACTUAL DISCLOSURE STATEMENT THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRACT OF SALE.			
If you cancel this purchase agreement or not ordered, except as permitted by law, you shall the amount of \$ [REDACTED]			
PURCHASER'S SIGNATURE: [REDACTED]			
Dealer's Signature: [REDACTED]			
Cash or Finance: [REDACTED]			
Total Down Payment: 10,500.00			
Unpaid Balance of Total Price: 30,808.50			
Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior Agreement and all of the data hereof comprise the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby. This order shall not become binding until accepted by the dealer or his authorized representative. You, the buyer may cancel this contract and receive a full refund any time before receipt of a copy of this contract signed by an authorized dealer representative by giving written notice of cancellation to the dealer. Purchaser by his execution of this order acknowledges that he has read its terms and conditions and has received a true copy of this order.			
PURCHASER'S SIGNATURE: [REDACTED]			
ACCEPTED BY: [Signature]			
DATE: 10/22/99			

H. T. MAUS, Inc.
WAYNE COUNTY FORD

1000 N. Main St.
E. PA 18801
ORD. (3673)



6410

QTY	ITEM NO.	DESCRIPTION	UNIT
1	F012-15100-00	FLIGHT	3.00
1	FL1945	FLIGHT	1.00
1	44715/40	FLIGHT	3.00
1	288-15140	FLIGHT	3.50

DAVTON PA

PHONE: [REDACTED] YES NO

TYPE: [REDACTED] SD, [REDACTED] SD, [REDACTED] SD

VIA: 1FTW433F3XFC

ORDER NO: 03908

DATE: 12-22-88

TIME: 12:20 PM

5961

VALUES

INSTALL FOR SIGNALS. REMOVE GRILL
LAMP AND INSTALL
L.O.F. 1.0

CHECK TURN SIGNALS OK
CLICK OFF TO FAST OK

28156

3.0
3.0

Warranty limited to repair or replacement of parts... H. T. MAUS, Inc. is not responsible for any damage to the vehicle or its contents caused by the use of the vehicle or its contents. The customer is responsible for the proper use of the vehicle and its contents. The customer is responsible for the proper use of the vehicle and its contents. The customer is responsible for the proper use of the vehicle and its contents.

TOTAL LABOR	243.00
TOTAL PARTS	135.00
TOTAL	378.00
TAX	25.85
TOTAL	403.85

QTY	DESCRIPTION	PRICE	TAX
1	15916 1590		
TOTAL ONE OR A FEW			

EXCLUSION OF WARRANTIES
SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER
WRITTEN OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MER-
CHANDISE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER
SELLER NOR ANY OTHER PERSON TO WHOM THE SELLER IS IN ANY
WAY CONNECTED WITH THE SALE OF SAID PRODUCTS.

FE83-044 28878

CHAMPTON FORDLAND

116 Linden Street
Scranton, Pa 18503
870-347-6811
1-800-NOW-FORD

WORK ORDER NO. 1118	MAKE DAVE HORSBCKE 77	DATE 11/04/02	WORKER NO. FOC87071
LOCATION DALTON, PA	DESCRIPTION STAYED TRUCK/FLEET DOOR CREW	VEHICLE NO. 1FTWWJ3F3XEGC03808	PROBLEM
TECHNICIAN	VEHICLE MAKE	VEHICLE MODEL	VEHICLE YEAR
VEHICLE TYPE	VEHICLE COLOR	VEHICLE VIN	VEHICLE LICENSE

LABOR & PARTS

JOB # 1 TOTAL LABOR & PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

JOB # 3 TOTAL LABOR & PARTS 0.00

TOTALS

TOTAL LABOR 0.00

CASH CHECK EX. NO.
 VISA MASTERCARD
 AMEX EXPRESS OTHER



CUSTOMER SIGNATURE

*H/10/00
KMP*

Thank You!

SERVICE HOURS
7:30 a.m. - 8:00 p.m.
Monday - Friday

DISCLAIMER OF WARRANTIES
The only warranties, if any, applying to the parts and/or services are those stated by the manufacturer. The selling dealer hereby disclaims any implied or expressed warranty of merchantability or fitness for a particular purpose, and neither warrants nor endorses any other product or service for its quality or association with the sale of any particular make of vehicle. Dealer shall not be deemed to warrant that the selling dealer is a licensed dealer or that the parts, services, or products are of any make or model, or any other information.

9457888

62791

Sunbury Motors

943 N. 4TH STREET • P.O. BOX 229
SUNBURY, PA 17801
717-286-7748 1-800-222-FORD
FAX 717-286-6808

INVOICE

PAGE 1

DALTON, PA

HOMB

HUB:

SERVICE ADVISOR: 63 ALVIN CAMPBELL

STYLING

DATE	TIME	DESCRIPTION	BY	STATUS	REMARKS
01 JAN 1999	16:30	26 JAN 01		CASH	13 APR 2001
OPTIONS: ENG 7.3D TURBO DI 1) F-350 PU					

LINE	OPCODE	TRCH	TYPE	HOURE	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHECK OUT FOR POOR POWER & EXCESSIVE SMOKING
CAUSE: DOES NOT OPERATE PROPERLY

10654C BATTERY - TEST, CHARGE, AND RE-TEST
(10653/10654/10655) - L
46 WC 0.30

2 BRT*65*750 BATTERY ASBY
CORE CHARGE W

1 F7TE*12K073*A SENSOR (TRANSDUCER) CAMP (INCL

1 FB1E*12A650*B

CORE CHARGE W

1 F7TE*9J460*B

-2 BRT*65*750

10654C1A BATTERY - L

46 WC 0.30

12650D HEC - (QUICK TEST) - DIAGNOSIS - L EXTRA

46 WC 0.10

12650DK1 HEC - (QUICK TEST) - DIAGNOSIS - L EXTRA
TIME TO REPEAT FANUCOICE TEST

46 WC 0.30

12650D45 PIN POINT TEST - DIAGNOSIS - L

46 WC 0.30

12650D6 POWERTRAIN CONTROL MODULE (PCM) - REPLACE
(12A650/12B565) - L

46 WC 0.30

12650D9 EGR PRESSURE FEEDBACK - PFE / EXHAUST
BACK PRESSURE - BAP - REPLACE (9F459/9J460)

- L
46 WC 0.30

MF12650D60 CRANKSHAFT POSITION/CYLINDER
IDENTIFICATION SENSOR

46 WC 0.30

PC: D36 42
PART#: FB1E*12A650*BK

QUALITY CARE

Where the Quality Continues™

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE INDICATED. SERVICE DESCRIBED HEREIN WAS PROVIDED AT NO CHARGE TO OWNER. THERE WAS NO NEGATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CORRECTED IN ANY WAY WITH ANY ACCIDENT, RECALL OR MODEL RECORD SUPPORTING THIS CLAIM AND AVAILABLE FOR (3) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF WORKS
The Servicing Dealer certifies that the information contained hereon is accurate unless otherwise indicated.



DESCRIPTION	AMOUNT
LABOR AMOUNT	
PART AMOUNT	
GST, OR, LUMS	
BLINLET AMOUNT	
WARRANTY SERVICE	
BLIN-TOTAL CHARGES	
ADJUSTMENTS	
GST TAX	
PLEASE PAY THIS AMOUNT	

(PRINTED) DEALER, SERVICE MANAGER OR AUTHORIZED PERSON DATE

9457888

62791

Sunbury Motors

945 N. 4TH STREET • P.O. BOX 229
 SUNBURY, PA 17801
 717-286-7746 1-800-223-FORD
 FAX 717-286-6293

INVOICE

PAGE 2

DALTON, PA
 HOME: [REDACTED]

HUS:

SERVICE ADVISOR: 63 ALVIN CAMPBELL

STANDARD

DATE	TIME	INVOICE NO.	INVOICE TO NO.	INVOICE TO NAME	INVOICE TO ADDRESS	INVOICE TO CITY	INVOICE TO STATE	INVOICE TO ZIP
01 JAN 1999	16:30	26JAN01		CASH				13A002001
AS ORDER		OPTCODE	EMG 7.3D TURBO DI 1) P-350 PU					

LINE	OPCODE	TECH	TYP	HOURS	LIST	NET	TOTAL
------	--------	------	-----	-------	------	-----	-------

COUNT
 CLAIM TYPE
 AUTH CODE: H867L
 4887

OWNER REQUESTED TO GET RUNNING. TESTED BATTERIES & FOUND BOTH BAD AS PER ROTUNDA TESTER (CODE H867L DTC P07 B4A). REPLACED BOTH BATTERIES. TESTED REC SYSTEM & GOT CODE P0341. FINPOINT TESTED & REPLACED FACILITY PROCESSOR & CAMSHAFT POSITION SENSOR. RAN GREAT BUT SHUT OFF AT TIMES. CALLED IN HOTLINE (MARR) FOR INTERFERENCE IN REFERENCE BY MR. [REDACTED]



QUALITY CARE

Where the Quality ContinuesSM

 IN SAVE \$8888
 recommended service
 years of service from
 your new vehicle. Many costly repairs are the
 result of poor maintenance. Refer to the
 maintenance schedule in your owner's
 manual.

ON BEHALF OF SERVICE DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICE DESCRIBED WAS PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN COMPLETED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (3) YEARS FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DECLARATION
 The dealer hereby certifies that all of the information contained in this invoice was prepared in good faith and to the best of the dealer's knowledge. The dealer hereby certifies that the information contained in this invoice is true and correct and that the dealer is not aware of any other person who is providing or who may provide information which is inconsistent with the information contained in this invoice.

DESCRIPTION	AMOUNT
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
FLIGHT AMOUNT	0.00
WASHER SERVICE	0.00
FLS-TOTAL CHARGE	0.00
ADJUSTMENT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) _____ DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE) _____ CUSTOMER SIGNATURE

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 28-MAR-2003

Note: All Costs are in US Dollars

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	BELL CNT	TIS	QRT	WCC	PRPF	BASH	SUFF	VRT	VFG	OCC	CD
1FTWW33F3XEC03908	F7	T/P7	*	T/BC	T/CD	T/E	A1	T/D8	T/D8	10-08-98	10-08-99	116500	USA	5	*	5005	*	FRONT	*	510	V89	CS0	W6
AWS Claim Key:		6758836	Doc #:	20312601	Trx Code:		2	Labor Hrs:	1.2	Labor Cost:			50.88	Material Cost:	0	Total Cost:	50.88						
Dir Cd-Sub Cd:		01417-*	Name: WAYNE COUNTY FORD			Plc:	570-2531557	St: PA	City Cd:	USA			Reg Cd:	NA	Repr Date:	03-JAN-2000							
Cost Comments:		CHECK SHIMMY IN FRONT END																					
Tech Comments:		ALIGN FRONT END																					
1FTWW33F3XEC03908	F7	T/P7	*	T/BC	T/CD	T/E	A1	T/D8	T/D8	10-08-98	10-08-99	116500	USA	7	*	3A88	*	NPF	*	511	V49	N12	R2
AWS Claim Key:		7403691	Doc #:	20325501	Trx Code:		2	Labor Hrs:	.6	Labor Cost:			25.44	Material Cost:	0	Total Cost:	25.44						
Dir Cd-Sub Cd:		01417-*	Name: WAYNE COUNTY FORD			Plc:	570-2531557	St: PA	City Cd:	USA			Reg Cd:	NA	Repr Date:	16-FEB-2000							
Cost Comments:		CHECK TURBOCHARGE																					
Tech Comments:		NO PROBLEM FOUND AT THIS TIME																					
1FTWW33F3XEC03908	F7	T/P7	*	T/BC	T/CD	T/E	A1	T/D8	T/D8	10-08-98	10-08-99	116500	USA	7	*	*	*	*	*	5XX	V00	*	*
AWS Claim Key:		7403692	Doc #:	20325302	Trx Code:		99832	Labor Hrs:	.6	Labor Cost:			25.44	Material Cost:	12.6	Total Cost:	42.28						
Dir Cd-Sub Cd:		01417-*	Name: WAYNE COUNTY FORD			Plc:	570-2531557	St: PA	City Cd:	USA			Reg Cd:	NA	Repr Date:	16-FEB-2000							
Cost Comments:		CHECK OPEN RECALLS																					
Tech Comments:		PERFORMED RECALL 99832																					
1FTWW33F3XEC03908	F7	T/P7	*	T/BC	T/CD	T/E	A1	T/D8	T/D8	10-08-98	10-08-99	116500	USA	7	*	5A01	*	4200	*	810	V89	N25	42
AWS Claim Key:		7703125	Doc #:	20330001	Trx Code:		2	Labor Hrs:	1.4	Labor Cost:			59.36	Material Cost:	3.28	Total Cost:	62.64						
Dir Cd-Sub Cd:		01417-*	Name: WAYNE COUNTY FORD			Plc:	570-2531557	St: PA	City Cd:	USA			Reg Cd:	NA	Repr Date:	01-MAR-2000							
Cost Comments:		CHECK VIBRATION AT 55 MPH																					
Tech Comments:		REPAIRED VIBRATION																					
1FTWW33F3XEC03908	F7	T/P7	*	T/BC	T/CD	T/E	A1	T/D8	T/D8	10-09-	10-08-99	116500	USA	9	*	2004	*	DIAG	*	511	V48	D36	R2

AWS Claim Key: 8152884 Doc #: 08707101 Trx Code: 2 Labor Hrs: 5 Labor Cost: 25.53 Material Cost: 0 Total Cost: 25.55
 Dir Cd-Sub Cd: 01251-* Name: CHAMPION FORDLAND, INC. Ph: 570-3475611 St: PA City: USA Reg Cd: NA Repr Date: 06-APR-2000 DIST(Mile): 10280
 Cust Comments: CUSTOMER STATES LACK OF POWER
 Tech Comments: NPF WITH VEHICLE AT THIS TIME TEST EBC SYSTEM, TEST FUEL PRESSURE NPF

IFTWW33FXBC03908 F7 T/F7 * T/BC T/CD T/E A1 T/DS T/DS 10-09-98 10-08-99 116500 USA 9 * JU06 * 9C490 * S09 V79 C19 V3
 AWS Claim Key: 8288361 Doc #: 08707103 Trx Code: 2 Labor Hrs: 2.2 Labor Cost: 112.4 Material Cost: 0 Total Cost: 112.4
 Dir Cd-Sub Cd: 01251-* Name: CHAMPION FORDLAND, INC. Ph: 570-3475611 St: PA City: USA Reg Cd: NA Repr Date: 06-APR-2000 DIST(Mile): 10280
 Cust Comments: HEAT AND A C ONLY COME OUT OF DEFROSTER
 Tech Comments: VACUUM LINE KINKED AT FIREWALL ACCESS DASH ASSY, REPAIR VACUUM LINE AT FIREWALL

IFTWW33FXBC03908 F7 T/F7 * T/BC T/CD T/E A1 T/DS T/DS 10-09-98 10-08-99 116500 USA 9 * STD1 FB1Z 9FB36 AB S11 V41 A27 01
 AWS Claim Key: 8681111 Doc #: 20344501 Trx Code: 2 Labor Hrs: 4 Labor Cost: 16.96 Material Cost: 76.94 Total Cost: 93.9
 Dir Cd-Sub Cd: 01417-* Name: WAYNE COUNTY FORD Ph: 570-2531557 St: PA City: USA Reg Cd: NA Repr Date: 10-APR-2000 DIST(Mile): 10350
 Cust Comments: CHECK FOR HESITATION
 Tech Comments: REPLACED PEDAL

IFTWW33FXBC03908 F7 T/F7 * T/BC T/CD T/E A1 T/DS T/DS 10-09-98 10-08-99 116500 USA 13 * 7T03 P05Z 2LJ73 AB S10 V21 H19 42
 AWS Claim Key: 10893172 Doc #: 20344701 Trx Code: 2 Labor Hrs: 1.3 Labor Cost: 53.12 Material Cost: 7 Total Cost: 62.12
 Dir Cd-Sub Cd: 01417-* Name: WAYNE COUNTY FORD Ph: 570-2531557 St: PA City: USA Reg Cd: NA Repr Date: 09-AUG-2000 DIST(Mile): 11490
 Cust Comments: ABS LIGHT ON ON
 Tech Comments: REPLACED SENSOR

IFTWW33FXBC03908 F7 T/F7 * T/BC T/CD T/E A1 T/DS T/DS 10-09-98 10-08-99 116500 USA 18 * 2G01 P01Z 12A630 BK S11 V41 D36 42
 AWS Claim Key: 15444740 Doc #: 062791A Trx Code: S07 Labor Hrs: 2.1 Labor Cost: 97.79 Material Cost: 593.86 Total Cost: 690.85
 Dir Cd-Sub Cd: 01426-* Name: SUNBURY MOTOR COMPANY Ph: 570-2867746 St: PA City: USA Reg Cd: NA Repr Date: 26-JAN-2001 DIST(Mile): 22242
 Cust Comments: CHECK OUT FOR POOR POWER & EXCESSIVE SMOKING
 Tech Comments: JUMP STARTED TO GET RUNNING. TESTED BATTERIES & FOUND BOTH BAD AS PER ROTUNDA TESTER (CODE HB6FL DTC P07 R44). REPLACED BOTH BATTERIES. TESTED EBC SYSTEM & GOT CODE P0341. PINPOINT TESTED & REPLACED FAULTY PROCESSOR & CAMSHAFT POSITION SENSOR. RAN GREAT BUT SHUT OFF AT TIMES. CALLED IN HOTLINE (MARK WILDMAN). FOUND HBP SENSOR CAUSING INTERFERENCE IN REFERENCE WIRE. REPLACED

IFTWW33FXBC03908 F7 T/F7 * T/BC T/CD T/E A1 T/DS T/DS 10-09-98 10-08-99 116500 USA 18 * 6Y20 * MISC * SKX V00 A9* 82
 AWS Claim Key: 14277114 Doc #: 062792A Trx Code: P01 Labor Hrs: 0 Labor Cost: 0 Material Cost: 0 Total Cost: 250
 Dir Cd-Sub Cd: 01426-* Name: SUNBURY MOTOR COMPANY Ph: 570-2867746 St: PA City: USA Reg Cd: NA Repr Date: 26-JAN-2001 DIST(Mile): 22242

FEB-04 2004

Cust Comments:

TOW TRUCK TO SHOP FROM ANOTHER FORD DEALER

Tech Comments:

TOWED 99 F350 FROM GATEWAY FORD TO BMC FOR ENGINE REPAIRS. TOWING AS PER P01 AUTHORIZATION FROM GORDON CRECHER, DOM.

1FTWW33F3XXE03908 F7	D97	*	T/BC	T/CD	T/E	AI	T/DH	T/D8	10-09-99	10-08-99	116300	USA	39	*	SKUS	FELZ	1007	GA	S07	V75	B65	D4
AWB Claim Key:	21795138	Doc #:	015311A	Trx Code:	P05	Labour Hrs:	7	Labour Cost:	47.8	Material Cost:	583.8	Total Cost:	631.6									
Dir Cd-Sub Cd:	01417-*	Name:	WAYNE COUNTY FORD	Ph:	570-2531557	St:	PA	City	USA	Mag Cd:	NA	Expire Date:	13-SEP-2002	DEST(MDE):	49014							

Cust Comments:

CHECK FRONT RIMS FOR CORROSION

Tech Comments:

RIMS CORRODED. DISMOUNT TIRES AND REPLACE WHEELS.

Any comments? You can contact



webmaster

All Action Details for Issue

Print

VIN: 1FTWW33F3XEC03608 Year: 1999 Model: F-SERIES SUPER DUTY Case: 1390010343
 Name: [REDACTED] Owner Status: Subsequent WSD: 1999-08-10
 Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP Primary Phone:
 Reason Desc: LEGAL - OTHER ATTORNEY DEMAND Secondary Phone:
 Issue Type: 07 LEGAL Issue Status: CLOSED

Action: OPEN LEGAL CONTACT - ATTORNEY DEMAND Origin Desc: CA-LITIGATION PREVENTION-FRONT DESK
 Dealer: 09138 TOM HESSER FORD, LLC
 Odometer: 1 MI Comm Type: FAX
 Analyst Name: CHERIE LECH Analyst: CLEICH
 Action Date: 02/03/2003 Action Time: 10.50.00.750 Action Data: Yes

Comments *****ATTORNEY DEMAND***** FAX RECEIVED 2-2-03 ATTORNEY ALLEGES
 CLIENT'S VEHICLE HAS BEEN SERVICED FOR CHRONIC ENGINE FAILURE DURING HIGHWAY DRIVING.
 ATTORNEY DEMANDS CONTACT FROM FORD REPRESENTATIVE.

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

Action: MAKE OUTBOUND CALL TO ATTORNEY Origin Desc: CONSUMER AFFAIRS - LITIGATION
 Dealer: 09138 TOM HESSER FORD, LLC PREVENTION
 Odometer: 1 MI Comm Type: OTHER
 Analyst Name: CATHERINA Analyst: CPAPALIA
 PAPALIA
 Action Date: 02/03/2003 Action Time: Action Data: Yes
 15.48.18.788

Comments KIMMEL & SILVERMAN

<u>Data Element Name</u>	<u>Data Value</u>
CONTACT PERSON	NONE

Action: DENY ASSISTANCE - NO FORD PRODUCT DEFECT FOUND Origin Desc: CONSUMER AFFAIRS - LITIGATION
 Dealer: 09138 TOM HESSER FORD, LLC PREVENTION
 Odometer: 1 MI Comm Type: FAX
 Analyst Name: CATHERINA Analyst: CPAPALIA
 PAPALIA
 Action Date: 02/19/2003 Action Time: Action Data: No
 11.41.47.687

Comments LPA REVIEWED CASE AND DUE TO THE PREVIOUS REPAIR HISTORY FORD HAS DENIED CUSTOMER'S
 REQUEST TO HAVE THE VEHICLE BOUGHT BACK. LPA SENT DENIAL LETTER TO CUSTOMER'S ATTORNEY.
 NFA

All Action Details for Issue

Print

VIN: 1ETWV33F3XEC03908 Year: 1999 Model: F-SERIES SUPER DUTY Case: 1415150251
 Name: [REDACTED] Owner Status: Subsequent WSD: 1999-08-10
 Symptom Desc: STALL/QUITS AT CRUISE ALL ENGINE TEMP Primary Phone: [REDACTED]
 Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR Secondary Phone:
 Issue Type: 02 INFORMATION Issue Status: CLOSED

Action: SUPPORT DEALER'S POSITION Origin Desc: US CONCERN CASE BASE
 Dealer: 01417 WAYNE COUNTY FORD
 Odometer: 23000 MI Comen Type: PHONE
 Analyst Name: SWAINE WELLINGTON Analyst: SWELLING
 Action Date: 02/23/2001 Action Time: 10.68.08.988 Action Data: No

Caller Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[REDACTED]		[REDACTED]		OTHER

Comments: CUSTOMER SAYS: - CUST HAS HAD THE VEH IN THE DLRSH FOR THE PAST TWO WEEKS AND THE CUST STILL CANNOT GET THE CONCERN RESOLVED. - CUST WOULD LIKE TO HAVE A FORD REP. LOOK AT THE VEH; THE DLRSH IS NOT DOING ANYTHING TO HELP. - CUST STATES THAT THE VEH WILL BACKFIRE AND STALL AS HE IS CRUISING; SOMETIMES THE VEH WILL NOT EVEN START - CUST WOULD LIKE TO INVOKE THE LEMON LAW FOR THIS VEH. - CUST DOES NOT WANT TO TRAVEL AGAIN AND HAVE THE VEH BREAK DOWN; HE HAS HORSES AND THEY COULD DIE IF SOMETHING LIKE THIS OCCURS AGAIN. PER CUSTOMER, DEALER SAYS: - WILL LOOK INTO THE SITUATION AND CANNOT DETERMINE THE NATURE OF THE CONCERN CAC ADVISED: - SUPPORT REPAIR PROCEDURE COMPLETED BY DEALER - OBC TO DLRSH; SPOKE WITH HOWARD; VEH IS REPAIRED AND THE VEH HAS BEEN TEST DRIVEN THERE SHOULD BE NO FURTHER OCCURENCES. ARRANGEMENTS HAVE BEEN MADE FOR THE CUST TO PICK UP THE VEH. - CUST HUNG-UP BEFORE OPPURTUNITY WAS GIVEN TO CLOSE. INFERENCE CASE ID: 4908

All Action Details for Issue

Print

VN: 1FTWW33F3XEC03909 **Year:** 1999 **Model:** F-SERIES SUPER DUTY **Case:** 1415160251
Name: [REDACTED] **Owner Status:** Subsequent **WSD:** 1999-08-10
Symptom Desc: EXHAUST SYSTEM VISUAL SMOKE BLACK **Primary Phone:** [REDACTED]
Reason Desc: PROD/COMP DUR/PERF - MULTIPLE REPAIR **Secondary Phone:**
Issue Type: 03 CONCERN **Issue Status:** CLOSED

Action: ADVISE CUSTOMER OF DEALER'S RESPONSE **Origin Desc:** US CONCERN CASE BASE
Dealer: 20005 GATEWAY FORD INC
Odometer: 22000 MI **Comm Type:** PHONE
Analyst Name: MARK BROWN **Analyst:** MBROWN1
Action Date: 01/25/2001 **Action Time:** 11.32.04.201 **Action Data:** No

Caller Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[REDACTED]		[REDACTED]		OTHER

Comments: CUSTOMER SAYS: THE CUST HAS BEEN OUT OF THE COUNTRY FOR 1 MONTH AND THE DEALERSHIP HA HAD THE TRUCK FOR THE ENTIRE MONTH. THE TRUCK WAS SHOOTING OUT BLACK SMOKE AND WAS BUCKING AND HESITATING. THE CUST HAS RETURNED TODAY AND CALLED THE DEALERSHIP. THE DEALERSHIP IS SAYING THEY STILL DO NOT KNOW WHAT IS WRONG WITH IT. THE CUST NEEDS THE TRUCK NOW TO GO AWAY NEXT WEEK. PER CUSTOMER, DEALER SAYS: WE DO NOT KNOW WHAT IS WRONG WITH IT. =OBC TO DEALERSHIP. SPOKE TO LINDA THE SERVICE ADVISOR. THEY HAVE BEEN SPEAKING TO FORDS ENGINEERING DEPT AND THEY DO NOT KNOW WHAT IS WRONG WITH IT. THE DEALERSHIP IS TRYING TO FIX THE TRUCK. SPOKE ALSO TO SERVICE MANAGER JACK. THE TRUCK WILL NOT BE READY IN 1 WEEKS TIME. CAC ADVISED: - INFORM CUSTOMER OF UPDATED INFORMATION - REQUEST DEALER TO CONTACT CUSTOMER WITHIN 2 BUSINESS DAYS TO SCHEDULE /COMPLETE SERVICE =CSR TO CALL DEALERSHIP AND CUST BACK TO SEE WHAT CAN BE DONE WITH GETTING ANOTHER TRUCK OR GETTING THE ENGINE REPLACED. ALSO SPOKE TO TIL CATHY ABOUT THIS. INFERENCE CASE ID: 4807

Action: HANG-UP **Origin Desc:** MANUAL - NO CUSTOMER
Dealer: 20005 GATEWAY FORD INC
Odometer: 20000 MI **Comm Type:** PHONE
Analyst Name: SHAWN WATSON **Analyst:** SWATSON
Action Date: 01/25/2001 **Action Time:** 12.45.44.603 **Action Data:** No

Caller Information if Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship
[REDACTED]		[REDACTED]		OTHER

Comments: CUSTOMER SAYS: - CUST STATES HE WOULD LIKE TO HAVE HIS VEH TOWED TO A 2ND DLR FOR REPAIRS. - CUST STATES HIS VEH HAS BEEN AT THE DLR FOR THE PAST MTH; THEY HAVE BEEN UNABLE TO FIX IT. - CUST STATES HE IS AWARE OF ANOTHER DLR WHO IS WILLING TO FIX HIS VEH, HE WANTS VEH TAKEN TO THAT DLR. - CUST FUTHER STATES HE WOULD LIKE TO ENVOKE THE LEMON LAW ON THE PHONE. PER CUSTOMER, DEALER SAYS: - NONE CAC ADVISED: - CUST HUNG UP PREMATURELY, NOT BEFORE I WAS ABLE TO INFORM HIM HOWEVER HE WOULD HAVE TO CONTACT THE STATES OF P.A FOR INFO ON ENVOKING THE LEMON LAW. - FUTHER ADVISED CUST ROADSIDE WOULD PAY FOR TOWING OF VEH FROM ONE DLR TO ANOTHER FOR WARRANTY REPAIR. - SHERWIN 2333.

Action: OUTBOUND CALL TO DEALER

Dealer: 20005 GATEWAY FORD INC
Odometer: 20000 MI
Analyst Name: MARK BROWN
Action Date: 01/25/2001

Comm Type: PHONE
Analyst: MBROWN1
Action Time: 16.58.05.125

Origin Desc: MANUAL - PHONE CSR

Action Date: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

OTHER

Comments CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: =OBC TO DEALERSHIP. SPOKE TO JACK. THE TRUCK IS BEING MOVED TO A FORD DEALERSHIP THAT WORKS ON DIESEL TRUCKS. THEY ARE COMING TO GET IT TOMORROW. =OBC TO CUST. THE TRUCK IS BEING TOWED TO SUNBURY FORD IN P.A. HE HAS TO PAY FOR TOWING AND HE WANTS FORD TO. =OBC TO SUNBURY FORD. SPOKE TO KERRY. THEY SHOULD KNOW WHAT IS WRONG BY EARLY AFTERNOON AND NOW HOW MUCH THE TOW BILL IS BY THEN. CSR MARK TO CALL BACK AT 14:00 TOMORROW.

Action: OUTBOUND CALL TO DEALER

Dealer: 20005 GATEWAY FORD INC
Odometer: 20000 MI
Analyst Name: MARK BROWN
Action Date: 01/29/2001

Comm Type: PHONE
Analyst: MBROWN1
Action Time: 15.15.45.265

Origin Desc: MANUAL - PHONE CSR

Action Date: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

OTHER

Comments CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: =OBC TO DEALERSHIP. SPOKE TO ROY. HE SAID TO CALL BACK ON MONDAY TO GET AN UPDATE.

Action: OUTBOUND CALL TO DEALER

Dealer: 20005 GATEWAY FORD INC
Odometer: 20000 MI
Analyst Name: MARK BROWN
Action Date: 01/30/2001

Comm Type: PHONE
Analyst: MBROWN1
Action Time: 14.22.41.374

Origin Desc: MANUAL - PHONE CSR

Action Date: No

Caller Information If Different From Vehicle Owner:

First Name

Middle Initial

Last Name

Day Phone

Relationship

OTHER

Comments CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: =OBC TO DEALERSHIP. SPOKE TO ROY THE SERVICE MANAGER. THE PARTS HAVE BEEN ORDERED BUT THEY ARE COMING FROM THE VENDOR DIRECTLY. HE DOES NOT KNOW HOW LONG IT WILL TAKE TO ARRIVE. =OBC TO CUST HE WILL WAIT UNTILL TOMORROW AND THEN LOOK AT HIS OPTIONS. CSR TO CALL BACK LATE TOMORROW OR ON THURSDAY TO SPEAK TO CUSTOMER.

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER

Dealer: 20005 GATEWAY FORD INC
Odometer: 20000 MI
Analyst Name: MARK BROWN
Action Date: 02/01/2001

Comm Type: PHONE
Analyst: MBROWN1
Action Time: 12.29.29.963

Origin Desc: MANUAL - PHONE CSR

Action Date: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship OTHER
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Comments CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: =OBC TO CUST. HE HAS BEEN TOLD TO CALL DEALERSHIP AT 14:00 TODAY AND TRUCK SHOULD BE READY. CSR TO CALL AT 14:30.

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER

Dealer: 20005 GATEWAY FORD INC

Origin Desc: MANUAL - PHONE CSR

Odometer: 1 MI

Comm Type: PHONE

Analyst Name: MARK BROWN

Analyst: MBROWN1

Action Date: 02/01/2001

Action Time: 18.28.35.844

Action Date: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship OTHER
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Comments CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: =OBC TO CUST. NO ONE AVAILABLE. CSR TO TRY TOMORROW AGAIN.

Action: OUTBOUND CALL TO FORD/MERCURY CUSTOMER

Dealer: 20006 GATEWAY FORD INC

Origin Desc: MANUAL - PHONE CSR

Odometer: 20000 MI

Comm Type: PHONE

Analyst Name: MARK BROWN

Analyst: MBROWN1

Action Date: 02/08/2001

Action Time: 13.18.45.478

Action Date: No

Caller Information If Different From Vehicle Owner:

First Name	Middle Initial	Last Name	Day Phone	Relationship OTHER
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Comments CUSTOMER SAYS: NONE PER CUSTOMER, DEALER SAYS: NONE CAC ADVISED: THE CUST HAS HIS VEHICLE BACK NOW AND THE DEALERSHIP DID FIX IT.