

RQ03-008

FORD

**FORD 12/12/03 LETTER
TO ODI 4 BOOKS**

ATTACHMENT F

**PART 2 OF 3
BOOK 1 OF 4**

Category	Owner Name	Owner State	VIN	Make and Model	Year	Mileage at Time of Incident	Incident Date	Service/Notice Date	Court and Docket Number	Summary of Allegations	Crash Alleged?	Property Damage Alleged?	Number of alleged injuries	Number of alleged fatalities
Consumer Suit	[REDACTED]	IL	1FAFP55S3YG278511	Ford Taurus	2000	28,423	12/15/2001	08/25/2002	Circuit Court of Cook County, IL, Municipal Dept. First District. Case No. 02M1135771	Consumer breach of warranty complaint alleging a defective engine, brake lamp switch, wipers, and wiper system.	No	No	0	0
Consumer Suit	[REDACTED]	OH	1FAFP5322YA188611	Ford Taurus	2000	8,272	10/31/2000	05/05/2001	Court of Common Pleas, Cuyahoga County, OH. Case No. 01-439948-CV.	Consumer breach of warranty complaint alleging defects and nonconformities in the following: engine, fuel pump, brake lamp switch, radio, alarm system, brake system, driver's door, and the electrical system.	No	No	0	0

RQ03-008: 2000-01 Taurus/Sable Brake Lamp Switch Failure Lawsuits and Claims Log

Appendix F

Category	Owner Name	Owner State	VIN	Make and Model	Year	Mileage at time of incident	Incident Date	Service/Notice Date	Court and Docket Number	Summary of Allegations	Crash Alleged?	Property Damage Alleged?	Number of alleged injuries	Number of alleged fatalities
Consumer Suit		PA	1FAFP58S41A167483	Ford Taurus	2001	14,676	09/30/2003	10/31/2003	Common Pleas Court, Philadelphia County, PA. Case No. 003920.	Consumer breach of warranty complaint alleging faulty shift indicator, abnormal rust on alternator bracket, chronic rubbing and grinding noise when turning to the left, chronic oil leaks, chronic fuel odor, chronic check engine light on, and malfunctioning shift lever.	No	No	0	0
Product Claim	FURR T & ASSOC	MD	1FAFP58S31A112088	Ford Taurus	2001	Unknown	02/22/2001	05/18/2001	N/A	Subrogation claim for vehicle damage caused in unspecified incident due to Recall 01906.	Yes	Yes	0	0

Category	Owner Name	Owner State	VIN	Make and Model	Year	Mileage at Time of Incident	Incident Date	Service/Notice Date	Court and Docket Number	Summary of Allegations	Crash Alleged?	Property Damage Alleged?	Number of alleged injuries	Number of alleged fatalities
Consumer Suit		PA	1FAPP53U1YA119477	Ford Taurus	2000	24,323	05/07/2002	05/30/2003	Common Pleas Court, Philadelphia County, PA. Case No. 002674.	Consumer breach of warranty complaint alleging defective trunk hood, wind noise from exterior body, defective brakes, malfunctioning air vent, defective seatbelt, defective molding on the door, difficulty in shifting vehicle out of PARK, defective dashboard, noisy window, chronic ignition malfunctions and a cracked steering wheel.	No	No	0	0

Category	Owner Name	Owner State	VIN	Make and Model	Year	Mileage at time of Incident	Incident Date	Service/ Notice Date	Court and Docket Number	Summary of Allegations	Crash Alleged?	Property Damage Alleged?	Number of alleged injuries	Number of alleged fatalities
Consumer Suit	[REDACTED]	IL	1FAFP53U5YG217485	Ford Taurus	2000	20,818	05/13/2002	07/13/2002	Circuit Court of Cook County, IL, Municipal Dept. First District. Case No. 02N1132011	Consumer breach of warranty complaint alleging a defective electrical system as evidenced by the malfunctions causing the vehicle to fail to shift out of PARK, a defective transmission, and other defects.	No	No	0	0
Consumer Suit	[REDACTED]	PA	1FAFP53U5YG201871	Ford Taurus	2000	8,185	12/15/2000	10/24/2002	Common Pleas Court, Philadelphia County, PA. Case No. 002695	Consumer breach of warranty complaint alleging defects or non-compliance to the following components: brake lights and transmission.	No	No	0	0
Consumer Suit	[REDACTED]	PA	1FAFP53U5YG241881	Ford Taurus	2000	4,989	03/17/2001	08/28/2002	Common Pleas Court, Philadelphia County, PA. Case No. 003774.	Consumer breach of warranty complaint alleging defects in the brakes, brake lights, trunk, wipers, and transmission.	No	No	0	0

Category	Owner Name	Owner State	VIN	Make and Model	Year	Mileage at time of Incident	Incident Date	Service Notice Date	Court and Docket Number	Summary of Allegations	Crash Alleged?	Property Damage Alleged?	Number of alleged injuries	Number of alleged fatalities
Product Suit	SHARP MARIE	MS	1FAPP5554YA292898	Ford Taurus	2000	Unknown	11/10/2001	02/03/2003	First Judicial District, Hinds County, MS. Case No. 261-02-1408CV	Plaintiff alleges defect in brake-shift interlock mechanism allowed the shift lever to be moved out of PARK without depressing the brake pedal.	Yes	Yes	1	0
Consumer Suit	[REDACTED]	PA	1MEFM56S7Y0844802	Mercury Sable	2000	8,461	05/31/2001	09/25/2002	Common Pleas Court, Philadelphia, PA. Case No. 003820.	Consumer breach of warranty complaint alleging defects or nonconformities to the following vehicle components: sun roof, wind noise, cover under windshield wipers, window controls, electrical system, and transmission.	No	No	0	0
Consumer Suit	[REDACTED]	PA	1FAPP5559YA169328	Ford Taurus	2000	8,700	02/23/2001	08/30/2003	Common Pleas Court, Philadelphia County, PA. Case No. 004351.	Consumer breach of warranty complaint alleging defective brakes and car sticks in gear.	No	No	0	0

Category	Owner Name	Owner State	VIN	Make and Model	Year	Mileage at Time of Incident	Incident Date	Service/ Notice Date	Court and Docket Number	Summary of Allegations	Crash Alleged?	Property Damage Alleged?	Number of alleged injuries	Number of alleged fatalities
Consumer Suit		PA	1MEFM66S1YA63821B	Mercury Sable	2000	34,936	08/03/2002	08/29/2002	Common Pleas Court, Philadelphia County, PA. Case No. 003638.	Consumer breach of warranty complaint alleging a defective transmission, defective brakes, and the vehicle being out of service for over thirty days.	No	No	0	0

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

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY and
WEBB FORD ON 95TH LLC,

Defendants.

02M1. 182011

No.

REDACTED

COMPLAINT

SIX PROPS

NOW COMES the Plaintiff, STEPHANIE MINEFEE, by and through her attorneys,
KROHN & MOSS, LTD., and for her complaint against Defendants, FORD MOTOR
COMPANY and WEBB FORD ON 95TH LLC, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, STEPHANIE MINEFEE ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Illinois.
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including WEBB FORD ON 95TH LLC ("Seller"). Manufacturer does business in all counties of the State of Illinois including Cook County, and maintains offices in the County of Cook, State of Illinois.

3. Defendant, WEBB FORD ON 95TH LLC ("Seller"), is a business corporation qualified to do business and regularly conducts business in the State of Illinois, and is a corporation of the State of Illinois.

BACKGROUND

4. On or about April 29, 2000, Plaintiff purchased from Seller a 2000 Ford Taurus ("Taurus"), manufactured by Manufacturer, Vehicle Identification No. 1FAPP53U6YG217465, for valuable consideration (See copy of Plaintiff's Retail Installment Contract, attached hereto as Exhibit "A").

5. The price of the Taurus, including registration charges, document fees and sales tax, and including other collateral charges, such as bank and finance charges, totaled more than \$28,100.20.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer and Seller, the Taurus cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

7. In consideration for the purchase of the Taurus, Manufacturer issued and supplied to Plaintiff a new vehicle written warranty that included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other standard warranties fully outlined in the Manufacturer's written warranty booklet (See copy of Plaintiff's warranty information booklet, attached hereto as Exhibit "B"). In addition, Plaintiff also entered into a service contract with Seller at the time of sale.

8. On or about April 29, 2000, Plaintiff took possession of the Taurus and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Taurus.

9. The defects described below violate the express written warranty issued to Plaintiff by Manufacturer, as well as the implied warranty of merchantability.

10. Plaintiff delivered the Taurus to Manufacturer and Seller on numerous occasions.

11. Plaintiff avers that the Taurus has been subject to repair on at least four (4) occasions for the same defect, and that the defect remains uncorrected.

12. Plaintiff brought the Taurus to Seller and/or an authorized service dealer of Manufacturer for various defects, including but not limited to the following:

- a. Defective electrical system as evidenced by malfunctions causing the vehicle to fail and to shift out of park;
- b. Defective transmission; and
- c. Any additional defects as contained on repair orders of Defendant's authorized dealerships.

13. Plaintiff provided Manufacturer and Seller a reasonable number of attempts to repair the Taurus.

14. After a reasonable number of attempts to cure the defects in Plaintiff's Taurus, Manufacturer and Seller were unable and/or have failed to repair the defects, as provided in Manufacturer's written warranty.

15. Plaintiff justifiably lost confidence in the Taurus's safety and reliability, and said defects have substantially impaired the value of the Taurus to Plaintiff.

16. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Taurus.

17. As a result of these defects, Plaintiff revoked her acceptance of the Taurus in

writing.

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

19. Defendants refused Plaintiff's revocation of acceptance and continue to refuse to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

20. The Taurus remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

21. Plaintiff has been and will continue to be financially damaged due to Defendants' intentional, reckless, wanton and negligent failure to comply with the provisions of its written warranty and Manufacturer's and Seller's failure to provide Plaintiff with a merchantable Taurus.

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

22. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

23. Plaintiff is a purchaser of a consumer product who received the Taurus during the duration of a written warranty period applicable to the Taurus and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

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

25. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

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

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

28. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Taurus to Plaintiff.

29. Said purchase of Plaintiff's Taurus was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

30. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty, including submitting her claims to the Dispute Settlement Board.

31. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, 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.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

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

33. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

34. The Taurus purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

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

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

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

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

39. The above described defects in the Taurus render the Taurus unmerchantable, unsafe, and thereby not fit for the ordinary and essential purpose for which the Taurus was intended and as represented by Manufacturer.

40. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Taurus.

41. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

COUNT III
REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)
OF THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

42. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

43. Manufacturer's tender of the Taurus was substantially impaired to Plaintiff.

44. Manufacturer's tender of the Taurus which was substantially impaired to Plaintiff constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

COUNT IV
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
SELLER

45. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

46. The Taurus purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Seller to the intended consumer, Plaintiff herein.

47. Seller is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

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

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

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

51. The above described defects in the Taurus render the Taurus unmerchantable, unsafe, and thereby not fit for the ordinary and essential purpose for which the Taurus was intended and as represented by Seller.

52. As a result of the breaches of implied warranty by Seller, Plaintiff is without the reasonable value of the Taurus.

53. As a result of the breaches of implied warranty by Seller, Plaintiff has suffered and continue to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Seller as follows:

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

COUNT V
REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)
OF THE MAGNUSON-MOSS WARRANTY ACT
SELLER

54. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

55. Seller's tender of the Taurus was substantially impaired to Plaintiff.

56. Seller's tender of the Taurus which was substantially impaired to Plaintiff constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff prays for judgment against Seller as follows:

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

COUNT VI
BREACH OF WRITTEN SERVICE CONTRACT
AGAINST DEFENDANTS DEALER AND MANUFACTURER UNDER THE
MAGNUSON-MOSS ACT

57. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

58. Defendants Dealer and Manufacturer are suppliers and service contractors as defined in the Warranty Act, 15 U.S.C.A., § 2301 et seq.

59. At the time Plaintiff purchased the above stated automobile, she also purchased a Ford ESP Service Contract for \$1,495.00 (See Service Contract attached hereto as Exhibit "C").

60. This service contract was sold to Plaintiff by Defendant Dealer on behalf of, and for the benefit of Defendant Manufacturer.

61. The service contract was part of the basis to the bargain of the Contract between Plaintiff and Defendant Dealer for the sale of the automobile.

62. Plaintiff purchase of the automobile was induced by, and Plaintiff relied upon this written service contract.

63. In said service contract Defendants Dealer and Manufacturer promised in writing that they would perform services relating to the maintenance and/or repair of the automobile, free of charge to Plaintiff, for a period of 60 months/75,000 miles (See Exhibit "C").

64. Shortly after purchase, the automobile manifested various non-conformities, including but not limited to a defective transmission, and defective electrical system.

65. Plaintiff provided Defendants with sufficient opportunity to repair and/or replace the automobile.

66. Defendants breached said service contract in that Defendants have failed to repair the automobile, as provided in the written service contract, and the automobile remains in a defective and unmerchantable condition.

67. Plaintiff met all of her obligations and preconditions as provided in the service contract.

68. Plaintiff justifiably lost confidence in the automobile's safety and reliability, and said non-conformities have substantially impaired the value of the automobile to Plaintiff. These non-conformities could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the automobile.

69. As a result of the non-conformities, Plaintiff revoked her acceptance of the automobile on or about May 20, 2002.

70. At the time of revocation, the automobile was in substantially the same condition as at delivery except for damage caused by its own non-conformities and ordinary wear and tear.

71. Defendants have refused to provide Plaintiff with remedies to which Plaintiff is entitled upon revocation.

72. As a result of Defendant's breach of the written service contract, Plaintiff has incurred substantial damages, and has sustained personal injuries.

WHEREFORE, Plaintiff prays for judgment against Dealer as follows:

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

Respectfully Submitted,
STEPHANIE MINEFEE

By: 
Attorney for Plaintiff

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

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



Plaintiff,

FORD MOTOR COMPANY and
WEBB FORD ON 95TH LLC,

Defendants.

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No.

SUPREME COURT RULE 222 AFFIDAVIT

NOW COMES the Plaintiff, STEPHANIE MINEFEE, by and through her attorneys,
KROHN & MOSS, LTD., and pursuant to Supreme Court Rule 222 states as follows:

Plaintiff's attorney, first being duly sworn on oath, depose and state as follows:

1. That I am one of the attorneys representing the Plaintiff in regard to the above-captioned matter.
2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.
3. The Plaintiff in the case seeks money damages less than \$50,000.00.
4. Upon information and belief, I value the claim of Plaintiff's to be less than \$50,000.00.
5. Further Affiant sayeth naught.

By: _____



Attorney for Plaintiff

EXHIBIT A

7331 1/2 HALLS FORD
CRUISE
COOK

You, the Buyer and Co-Buyer, if any, may buy this vehicle described below for cash or on credit. The cash price is shown below. The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy this vehicle on credit under the agreements on the front and back of this contract.

1. Make and Model of the Vehicle (Year and Make)	2. Year and Make	3. Vehicle Identification Number	4. Dealer's License Number	5. State of Registration	6. Title and License Fees
NEW 2000 FORD	TRIPLE	1EAFPS3U6YGJ17465			

Trade: 1998 STEEL \$1500.00
 MSRP: \$13397.00

1. Cash Price: \$13397.00
 2. Dealer's Commission: \$1000.00
 3. Title and License Fees: \$1600.00
 4. Dealer's Prep Fee: \$200.00
 5. Dealer's PDI Fee: \$200.00
 6. Dealer's Delivery Fee: \$200.00
 7. Dealer's Documentation Fee: \$200.00
 8. Dealer's Marketing Fee: \$200.00
 9. Dealer's Advertising Fee: \$200.00
 10. Dealer's Other Fees: \$200.00
 11. Dealer's Total Fees: \$4000.00
 12. Dealer's Total Price: \$17397.00

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR YOUR OWN AND OTHERS IS NOT REQUIRED.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL COVERAGE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU ALSO AGREE TO PAY THE PREMIUMS FOR SUCH COVERAGE.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
12.99%	\$1,000.00	\$15,000.00	\$16,000.00	\$17,397.00

PREPAYMENT: If you pay off your debt early, you will not have to pay a penalty.

Late Payment: You must pay each payment by the 15th of each month or you will be charged a late fee of 1.5% of the late amount.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see the contract for additional information on monthly payment, management, default, the right to repossess your debt to full before the scheduled date, and prepayment penalty.

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverage are shown in a table of approximate amounts shown below. Any credit insurance which you buy may be terminated at any time without penalty. To do so you must give notice to the lender. The lender will pay the balance of the loan and any other charges. Upon termination, the lender's obligation for the credit insurance shall be reduced or nullified as you see.

You are required to insure the vehicle. If a change in owner occurs, the lender will try to get the insurance checked by the first owner. Coverage will be issued in the name of the new owner at the time of sale, but not more than 30 days after the sale.

Credit Life Insurance - \$100.00
 Credit Disability Insurance - \$100.00
 Non-Traditional Additional Coverage
 Towing and Labor
 Term - N/A - Months (Minimum)

COMMERCIAL USE CONTRACT: If you purchased this vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 1.5% of the late amount of the late payment.

DOCUMENT FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE, A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE.

THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 1998 WAS \$4 CHARGED FOR A DOCUMENTARY FEE OF \$ WHICH SHALL BE SUBJECT TO ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THE \$4 FEE IS REQUIRED BY LAW.

Any change to this contract must be written and signed by you and the Creditor.

BUYER: Stephen Thelmer CO-BUYER: _____

ACCORDING TO THE OFFICE OF THE CLERK ATTORNEY GENERAL, COMMISSIONER FROM BUREAU, THE MAXIMUM ALLOWED DOCUMENT FEE FOR THE 2000 CALENDAR YEAR IS \$4.00.

1. Do not sign this agreement before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the agreement that you sign.
3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the amount advanced.

8003-808 16124

EXHIBIT B

RC63-000 15125

**FORD & MERCURY CARS
& LIGHT TRUCKS**

2000 - Model Warranty Guide



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Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Assistance Center at 1-800-392-3673.

If you own or lease a 2000-model Electric Ranger, you must return to a Ford Certified Electric Vehicle Dealer for warranty repairs. Refer to the Adherence Card that was given to you when you took delivery of your Electric Ranger for further explanation of the New Vehicle Limited Warranty and the Roadside Assistance Program applicable to your vehicle.

This booklet explains in detail the warranty coverages that apply to your 2000-model car or light truck. If you bought a previously owned 2000-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the Emissions Defect Warranties and Emissions Performance Warranties which cover your emissions control systems, and Noise Emissions Warranty which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 11-24).

Ford Motor Company or Ford Motor Vehicle Assurance Company (a subsidiary of Ford Motor Company, The American Road, Dearborn, MI 48121) provides the New Vehicle Limited Warranty (pages 4-7).

If you are interested in knowing whether the warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, call the Customer Assistance Center at 1-800-392-3673. The warranty coverage you receive and your dealer's handling of any warranty covered repair will be the same regardless of the warranty provider.

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the Dispute Settlement Board. The Board is a panel of impartial individuals who resolve disputes. For details, see Dispute Settlement Board, page 26 or call 1-800-428-3718.

KNOW WHEN YOUR WARRANTY BEGINS

Your Warranty Start Date is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an Owner Guide and a Scheduled Maintenance Guide which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, and may help increase the value you receive when you sell or trade your vehicle.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by

the lack of maintenance. Make sure that receipts for complete maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your Scheduled Maintenance Guide.

Your Ford or Lincoln-Mercury dealership, or Ford or Lincoln-Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for covered warranty repairs made during the warranty periods for Bumper to Bumper, Safety Restraint, Corrosion, or Emissions Coverage.

Some states may require a tax on all or a portion of warranty repairs. Where state law allows, the tax must be paid by you, the owner of the vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-882-3872 (FORD) to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The New Vehicle Limited Warranty and the Emissions Warranties described in this booklet apply to your vehicle if:

- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories; and
- it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territories for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration.

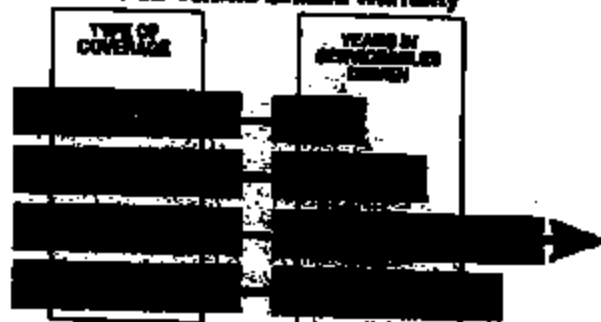
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- What Is Covered? (pages 5-7)
- What Is Not Covered? (pages 7-8)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 7.3L Power Stroke® Diesel Engine coverage.

Your NEW VEHICLE LIMITED WARRANTY provides certain legal rights. You may have other rights that vary from state to state. The New Vehicle Limited Warranty is the only warranty that is applicable to your vehicle. Neither Ford or Ford Motor Vehicle Assurance Company assumes any responsibility for any other warranty. Obtainment or failure to obtainment with your vehicle under this warranty.

Ford, Ford Motor Vehicle Assurance Company, and your dealer are not responsible for any loss that you may incur as a result of any other warranty. For this loss of your vehicle, you may be liable for any other incidental or consequential damages you may incur.

You may have some implied warranties. For example, you may have:

- an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold); or
- an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special use).

These implied warranties are limited to the extent provided by law to the time period covered by the written warranty, or to the applicable time period provided by state law, whichever is shorter.

Some states do not allow Ford or Ford Motor Vehicle Assurance Company to limit how long an implied warranty lasts in an attempt to limit incidental or consequential damages, or the duration and exclusions described above that may apply to your vehicle.

NOTE: This information about the limited implied warranties and the exclusion of incidental and consequential damages under the **NEW VEHICLE LIMITED WARRANTY** also applies to the **EMISSIONS WARRANTIES** described on pages 11-14.

NOTE: If you are a eligible U.S. owner and have a warranty concern unresolved by your dealer, you may use the services of the Dispute Settlement Board (see page 26).

Bumper to Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first.

During this coverage period, authorized Ford Motor Company dealers will repair, replace, or adjust all parts on your vehicle (except tires) that are defective in factory-supplied materials or workmanship. Items or conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-9.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty -

our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

7.3L Power Stroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain direct injection diesel engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a \$100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, flywheel, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel pump and fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbochargers, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-24.

WHAT IS NOT COVERED?

Damage Caused By:

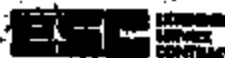
- accidents, collision or objects striking the vehicle
- theft, vandalism, or riot
- fire or explosion
- freezing
- misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- altering or modifying the vehicle - including the body, chassis, or components - after the vehicle leaves Ford's control

EXHIBIT C

ROB-000 16132

APPLICATION FOR CONTRACT

Ford New and Used vehicle plans
Non-Ford Used vehicle plans



1 2 3 4 5 6 7 8 9 0

CONTRACT TYPE: New Used

PSA Code (including check digit)

1 2 3 4 5 6 7 8 9 0

Vehicle Identification Number (17 Digits)

1 2 3 4 5 6 7 8 9 0

Signature Date (Purchase Date)

1 2 3 4 5 6 7 8 9 0

In-Service Date (Warranty Start Date)

Is vehicle being purchased under a Ford Motor Credit Association Plan? Yes No

PLAN INFORMATION

NEW PLAN

PowerCARE BasicCARE
 BasicCARE PremiumCARE

Complete or additional coverage is not available for this plan.

PremiumCARE
 Complete Day 100 Mile Protection Plan (Premium Protection)
 Complete Day 100 Mile Protection Plan (Premium Protection)
 Available for the above plan is \$1.

USED ESP/ESC PLANS

Used plans must be purchased at time of vehicle sale.

Used PowertrainCARE Used BasicCARE
 Used PowertrainCARE 12/15 Used BasicCARE

Available for the above plan is \$100, unless otherwise noted in purchase agreement.

Used FCL PremiumGUARD Used FCL BasicGUARD

Available for the above plan is \$1.

NEW PLAN OPTIONS

\$0 Deductible Cheapest Deductible
 \$100 Deductible \$500 Deductible
 First Day Repair (5-Day Repair for Quality Care Maintenance Protection Plan)

USED PLAN OPTIONS

Cheapest Deductible \$50 Deductible
 \$200 Deductible

NORTHSTAR SELECTION

Plan Month: 12 Plan Balance (no tax): 0.00

Plan Month: 24 Plan Balance (no tax): 0.00

EXPIRATION INFORMATION

Expiration Date: 05/16/03

Starting Balance (no tax): 0.00 Expiration Balance (no tax): 0.00

Plan Coverage Cost: \$1,495.00
 Purchase Price: \$1,495.00
 Sales Tax: \$1,495.00
 Total Price: \$4,485.00

FMSD-Insured: Yes No
 Lessor: FORD MOTOR CREDIT COMPANY
 Term Payment Plan: 5-Month 10-Month
 Is this a police vehicle: Yes No (if yes, refer to Police Price Sheet)

Additional Cool Features

Dent Commercial Business Use
 BNC, Tubs, Pajero, Superduty, Used F-150-4x4
 New plan purchased after 30 months / 12,000 miles
 New BNC vehicles require FCL-ESC protection by PowerCARE.

Non-Ford Vehicle Information
 Must be completed in register

1. Vehicle Make: _____
 2. Model: _____ Year: _____
 3. Transmission: Auto Manual
 4. Air Conditioner: Auto Manual None
 5. Power Steering: Yes No
 6. Drive Axle: Front Rear 4x4

CUSTOMER INFORMATION

CONTRACT PURCHASER: The contract purchaser is the owner of the contract. Contact Providers will be issued in contract purchaser's name.

First Name (Print): STEPHANIE
 Last Name (Print): KUNKE

City: CHICAGO
 Date: 04/16/02

NOTE: This is an Application for Contract only. Coverage is not valid until accepted by ESC Headquarters.

DEALER INFORMATION

DEALER NAME: WEGG-WORD ON 95TH L.L.C.
 DEALER ADDRESS: 2891 N. 95TH ST. CHICAGO, IL 60638

Dealer Phone: (773) 236-8798
 Dealer Fax: (773) 236-8798

ADVERTISING: For advertising information, contact the National Advertising Department, Ford Motor Credit Company, 2000 Ford Drive, Dearborn, MI 48124.
 FORD MOTOR CREDIT COMPANY: 2000 Ford Drive, Dearborn, MI 48124.
 FORD MOTOR CREDIT COMPANY: 2000 Ford Drive, Dearborn, MI 48124.

For the terms of the program, please refer to your Original Provider's document. Your plan may vary from what is shown on this form.

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

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

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No.

RECORDED 12-11-11 1:17

REDACTED

SIX JURORS

COMPLAINT

NOW COMES the Plaintiff, JOHN CALDWELL, by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

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

BACKGROUND

3. On or about September 30, 2000, Plaintiff purchased from Seller a 2000 Ford Taurus ("Taurus"), manufactured and distributed by Manufacturer, Vehicle Identification No. 1FAFP56S3YG27851, for valuable consideration (See copy of Plaintiff's Retail Installment Contract, attached hereto as Exhibit "A").

4. The price of the Taurus, including registration charges, document fees and sales tax, but including other collateral charges, such as bank and finance charges, totaled more than \$26,939.20.

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

6. In consideration for the purchase of the Taurus, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet (See copy of Plaintiff's Warranty Information Booklet, attached hereto as Exhibit "B").

7. On or about September 30, 2000, Plaintiff took possession of the Taurus and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Taurus.

8. The defects described below violates Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

9. Plaintiff delivered the Taurus to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiff avers that the Taurus has been subject to repair on at least six (6) occasions for the same defect, and that the defect remains uncorrected.

11. Plaintiff brought the Taurus to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by air flow sensor, engine failure, fuel pump, gaskets, illumination of check engine light and dying out;
- b. Defective brake lamp switch;
- c. Defective wipers;
- d. Defective wiper system; and
- e. Any additional defects as on repair orders of Defendant' authorized dealerships.

12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Taurus.

13. After a reasonable number of attempts to cure the defects in Plaintiff's Taurus, Manufacturer was unable and/or has failed to repair the defects, as provided in Manufacturer's warranty.

14. Plaintiff justifiably lost confidence in the Taurus's safety and reliability, and said defects have substantially impaired the value of the Taurus to Plaintiff.

15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Taurus.

16. As a result of these defects, Plaintiff revoked his acceptance of the Taurus in writing.

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

18. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

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

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

COUNT 1
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

22. Plaintiff is a purchaser of a consumer product who received the Taurus during the duration of a written warranty period applicable to the Taurus and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

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

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

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

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

27. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Taurus to Plaintiff.

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

29. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty, including submitting his claims to the Dispute Settlement Board.

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, 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.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and

- c. Such other and further relief that the Court deems just and appropriate.

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

32. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

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

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

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

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

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

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

39. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Taurus.

40. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

COUNT III
REVOCAION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)
OF THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

41. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.

42. Manufacturer's tender of the Taurus was substantially impaired to Plaintiff.

43. Manufacturer's tender of the Taurus, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

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

COUNT IV
VIOLATION OF ILLINOIS NEW VEHICLE
BUYER PROTECTION ACT
MANUFACTURER

44. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this Complaint.

45. Plaintiff is a "Consumer" as defined by 815 ILCS 380/2(a).

46. Manufacturer is a "Seller" as defined by 815 ILCS 380/2(e).

47. The Taurus is a "new vehicle" as defined by 815 ILCS 380/2(c).

48. The Illinois New Vehicle Buyer Protection Act, 815 ILCS 380 ("Illinois Lemon Law") is applicable to Plaintiff's Complaint in that the Taurus was manufactured, sold and purchased after January 1, 1984.

49. Plaintiff took delivery of the Taurus on September 30, 2000.

50. On information and belief, the defective Taurus had been subject to repair by Manufacturer four in the first year/12,000 miles since delivery, and such nonconformity continues to exist.

51. On information and belief, Taurus was out of service in excess of thirty business days.

52. Manufacturer has been given a reasonable number of attempts to conform the Taurus to its express warranties.

53. Manufacturer received prior direct written notification of the above-mentioned defects on behalf of Plaintiff on May 28, 2002, and has had an opportunity to correct the alleged defects. (See Exhibit "C").

54. Manufacturer is unable to conform the Taurus to any of its applicable express warranties.

55. As a result of said nonconformities, Plaintiff is without the reasonable value of the Taurus.

56. As a result of said nonconformities, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff respectfully demands this Court to order Manufacturer to either provide Plaintiff with a new vehicle of like model line, or otherwise a comparable motor vehicle as a replacement, or to accept the return of the Taurus from Plaintiff and refund to Plaintiff the full price of the Taurus, including all collateral charges and attorneys' fees incurred by Plaintiff.

Respectfully Submitted,
JOHN CALDWELL

By: 

Attorney for Plaintiff

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

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

[REDACTED]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

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No.

SUPREME COURT RULE 222 AFFIDAVIT

NOW COMES the Plaintiff, JOHN CALDWELL, by and through his attorneys, KROHN

& MOSS, LTD., and pursuant to Supreme Court Rule 222 states as follows:

Plaintiff's Attorney, first being duly sworn on oath, depose and state as follows:

1. That I am one of the attorneys representing the Plaintiff in regard to the above-captioned matter.
2. I have personal knowledge regarding the facts and circumstances of the above-captioned matter.
3. The Plaintiff in the case seeks money damages less than \$50,000.00.
4. Upon information and belief, I value the claim of Plaintiff to be less than \$50,000.00.
5. Further Affiant sayeth naught.

By: _____



Attorney for Plaintiff

EXHIBIT A

Buyer (and Co-Buyer, if any) Name and Address (including County and Zip Code)
CHICAGO ILL
COOK

CREDITOR (Seller Name and Address)
BEST WEEMAN FORD, INC.
3336 N. ASHLAND AVE
CHICAGO ILL 60641

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you agree to buy the vehicle on credit under the agreement on the front and back of this contract.

Model	Year/Make	Model	Color	VIN (Last 5)	Vehicle Identification Number	Use for What Purpose?
NEW	1996 FORD	TRUUS			1FAPP5631Y627A51	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial
Trade-in: 1996 FORD		Price: \$150.00		W/A		
Year and Make		Cash Advance		Amount Owing		

1. Cash Price: \$24324.85(0)

2. Downpayment:

Cash Down Payment: \$1000.00
 (Includes: Total Cash Rebate Assigned To Creditor of \$1400.00)

Deferred Down Payment Due: \$0.00

Trade-in (Description Above): \$150.00

Total Downpayment: \$850.00

3. Unpaid Balance of Cash Price (Initial \$): \$23324.85(0)

4. Amounts to be Paid on Your Behalf (Seller, holder, or any of their assigns may be retaining a portion of these amounts or may receive something of value in connection with these payments):

To Public Official:

- (i) for license fee: \$0.00
- (ii) for registration fee: \$0.00
- (iii) for title and in-Cash Payment of \$0.00

To Interstate Commerce Commission:

- Vehicle license fee: \$0.00

To Creditors:

- Creditors' Commission: \$0.00

To:

- _____ \$0.00
- _____ \$0.00
- _____ \$0.00
- _____ \$0.00

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

CREDIT, LIFE, SURETY, DEATH, AND OTHER ORIGINAL INSURANCE POLICIES ARE NOT REQUIRED BY THIS CONTRACT. YOU MAY OBTAIN ANY OF THESE POLICIES FROM AN INSURANCE COMPANY OF YOUR CHOICE.

You are required to insure the vehicle. If a change in shown below, the Creditor will try to pay the coverage needed for the term shown. Calculated on the basis of the cash price of this vehicle or cash advance, whichever is greater. If the coverage is not paid, the Creditor will be refunded or credited to you.

Fire-Third-Party Liability Coverage

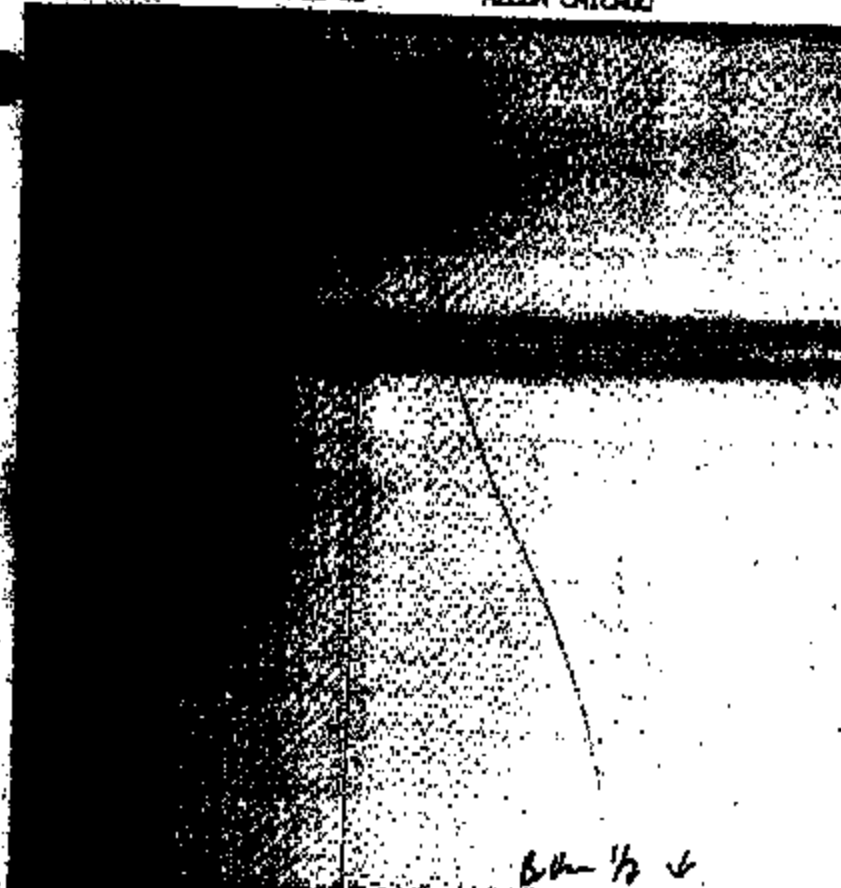
Theft-Third-Party Liability Coverage

NAME	ADDRESS	CITY	STATE	ZIP
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The bold of your signature is required for this contract to be valid.

WITNESSES: _____

DATE: _____



Buyer's mark

Prepayment: You need not pay a late charge on the portion of each payment received more than 10 days late. The charge is 2% of the late amount.

Security Interest: You are giving a security interest in the vehicle being purchased.

Collateral: Please see this contract for additional information on security interest, nonpayment default, the right to require repayment of your debt in full before the scheduled date, and collateral remedy.

Commercial Use: If you purchased the vehicle for commercial use, you shall pay a late charge on the portion of each payment received more than 10 days late of 1.5% of the late amount. This late charge is late.

Acceptance of this contract must be written and signed by you and the Creditor.

Buyer: *[Signature]* CO-BUYER

1. Do not sign this agreement before you read it or if it contains any blank spaces.

2. You are entitled to an exact copy of the agreement that you sign.

3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain, under certain conditions a partial refund of the finance charge.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

INSTALLMENT CONTRACT

[Signature] Co Buyer Sign

By signing below, the undersigned agrees to the contract. The other Addressee is named in a separate assignment attached to this contract. The seller is *[Signature]* Ford Motor Credit Company.

FORD MOTOR CREDIT, INC. by *[Signature]* The

DOCUMENT FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE.

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FORD & MERCURY CARS
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2000 - Model Warranty Guide



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Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Assistance Center at 1-800-392-3673.

If you own or lease a 2000-model Electric Ranger, you must return to a Ford Certified Electric Vehicle Dealer for warranty repairs. Refer to the Addendum Card that was given to you when you took delivery of your Electric Ranger for further explanation of the New Vehicle Limited Warranty and the Roadside Assistance Program applicable to your vehicle.

This booklet explains in detail the warranty coverages that apply to your 2000-model car or light truck. If you bought a previously owned 2000-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the Emissions Defect Warranties and Emissions Performance Warranties which cover your emissions control systems, and Noise Emissions Warranty which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 11-24).

Ford Motor Company or Ford Motor Vehicle Assurance Company (a subsidiary of Ford Motor Company, The American Road, Dearborn, MI 48121) provides the New Vehicle Limited Warranty (pages 4-7).

If you are interested in knowing whether the warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, call the Customer Assistance Center at 1-800-392-3673. The warranty coverage you receive and your dealer's handling of any warranty covered repair will be the same regardless of the warranty provider.

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the Dispute Settlement Board. The Board is a panel of impartial individuals who resolve disputes. For details, see Dispute Settlement Board, page 26 or call 1-800-428-3718.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner Guide** and a **Scheduled Maintenance Guide** which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, and may help increase the value you receive when you sell or trade your vehicle.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by

the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln-Mercury dealership, or Ford or Lincoln-Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for covered warranty repairs made during the warranty periods for Bumper to Bumper, Safety Restraint, Corrosion, or Emissions Coverage.

Some states may require a tax on all or a portion of warranty repairs. Where state law allows, the tax must be paid by you, the owner of the vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-9673 (FORD) to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories; and
- it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territories for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration.

3. The New Vehicle Limited Warranty

Your **NEW VEHICLE LIMITED WARRANTY** gives you specific legal rights. You may have other rights that vary from state to state. The New Vehicle Limited Warranty is the only express warranty applicable to your vehicle. Neither Ford or Ford Motor Vehicle Assurance Company assumes nor authorizes anyone to assume for it any other obligation or liability in connection with your vehicle or this warranty.

Ford, Ford Motor Vehicle Assurance Company and your dealer are not responsible for any time that you lose, for any inconvenience you might be caused, for the loss of your transportation, or for any other incidental or consequential damages you may have.

You may have some implied warranties. For example, you may have:

- an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold); or
- an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes).

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranty, or to the applicable time period provided by state law, whichever period is shorter.

Some states do not allow Ford or Ford Motor Vehicle Assurance Company to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the **NEW VEHICLE LIMITED WARRANTY** also applies to the **EMISSIONS WARRANTIES** described on pages 11-24.

NOTE: If you are an eligible U.S. owner and have a warranty concern unresolved by your dealer, you may use the services of the Dispute Settlement Board (see page 26).

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ⇒ What is Covered? (pages 5-7)
- ⇒ What is Not Covered? (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 7.3L Power Stroke® Diesel Engine coverage.

Bumper To Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first.

During this coverage period, authorized Ford Motor Company dealers will repair, replace, or adjust all parts on your vehicle (except tires) that are defective in factory-supplied materials or workmanship. Items or conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-8.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 60,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assurance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty -

our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

7.3L Power Stroke™ Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain direct injection diesel engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a \$100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, flywheel, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel pump and fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-24.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collision or objects striking the vehicle
- theft, vandalism, or riot
- fire or explosion
- freezing
- misusing the vehicle, such as driving over curbs, overloading, racing, or using the vehicle as a stationary power source
- altering or modifying the vehicle - including the body, chassis, or components - after the vehicle leaves Ford's control

EXHIBIT C

Krohn & Moss, Ltd.

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May 28, 2002

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

RE: John Caldwell v. Ford Motor Company
Vehicle: 2000 Ford Taurus
VIN: 1FAPP6683YG27851
Our File No.: 10205181L

Dear Mr. John Caldwell:

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

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

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

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

May 28, 2002

1. Defective engine as evidenced by air flow sensor, engine failure, fuel pump, gaskets, illumination of check engine light and dying out;
2. Defective brake lamp switch;
3. Defective wipers;
4. Defective wiper system; and
5. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabala v. Chevrolet, Inc., 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kum v. Chevrolet Motor Division, 581 P.2d 603.

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

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and

May 28, 2002

for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

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

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

Adam J. Krohn
Attorney at Law

AJK/lm
cc: John Caldwell

Craig Thor Kimmel, Esquire
Identification No. 57100
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

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

[REDACTED]
Coopersburg, PA [REDACTED]

y.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, Jack J. Murphy, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 2541 Flat Hill Road, Coopersburg, PA 18036.

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 April 20, 2000, Plaintiff purchased a new 2000 Ford Taurus, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAFP56SXYG201571.

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 \$20,000.00. 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)

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

15. Haldeman Ford, Inc. is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about April 20, 2000, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective

brake lights, defective transmission. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. 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.

40. 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.

41. 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.

42. 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 III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. 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."

47. 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.

48. 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.

49. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-
2 et seq.

50. 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.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. 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: 

CRAIG THOR KIMMEL, ESQUIRE

Attorney for Plaintiff


30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

Craig Thor Kimmel, 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.



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff



FALLENBACH FORD, INC.

18th & Tilden Streets
Allentown, Pennsylvania 18104
Telephone: (610) 776-7272
Fax: (610) 776-0151
Web Site: www.fallenbachford.com
e-mail: sales@fallenbach.com

CUSTOMER NO. 23381	ADVISOR WALTER ERIES	FAZI NO.	WARRANTY 14/1502	INVOICE NO. FOCS125029
	LABOR RATE 70.00	LABOR NO.	SALES SILVER PROS	STOCK NO. 0-0782
	YEAR/MAKE/MODEL COOPER TAURUS/TAURUS	MILEAGE 23410	DELIVERY DATE 04/2000	DELIVERY MILE 03/2200
COOPERSBURG, PA	VEHICLE NO. 1FAEPRA8Y8 201B71	P.O. NO.	SELLER DEALER NO. 040702	PRODUCTION DATE 03/2200
	COMMENTS FR 301 201C			REPRINT # 1

JOB# 4 CHARGES

LABOR							
J# 4-36FOZ	ENGINE - ELECTRICAL	HOURS: 0.20	TECH(S): B79			WARRANTY	
	BATTERY CABLE CONNECTORS LOOSE. INTERMITTENTLY DOES NOT START						
	REPLACED BOTH POSITIVE AND NEGATIVE BATTERY CABLES						
PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY	
	1	F80Z-14300-AA	CA ASY-BATT TO			WARRANTY	
	1	F80Z-14301-BA	CA ASY-BATT TO			WARRANTY	
			TOTAL - PARTS			0.00	

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

COMMENTS

DROP OFF
DELETED OPERATION(S)
18FOZ01 INSPECT TRANSMISSION

TOTALS

* NEXT RECOMMENDED SERVICE: 07/08/2002 / 26171 MI

* CASH [] CHARGE [] VISA [] *	TOTAL LABOR	0.00
* MASTER CARD [] AMEX [] *	TOTAL PARTS	0.00
* CHECK [] *	TOTAL SUBLET	0.00
ACCEPTED BY _____ DATE _____	TOTAL B.O.B.	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC.	0.00
	TOTAL TAX	0.00
	TOTAL INVOICE \$	0.00

IF YOU HAVE ANY QUESTIONS OR COMMENTS,
PLEASE CALL YOUR SERVICE ADVISOR AT (610) 776-7800
***** YOUR BUSINESS IS APPRECIATED *****
FOR YOUR CONVENIENCE ADDITIONAL SERVICE HOURS ARE AVAILABLE
TUESDAY EVENING 6 - 8:00 P.M. SATURDAY 7:30 - 3:30 P.M.
CALL FOR APPOINTMENT. ASK ABOUT OUR MAINTENANCE SPECIALS.
***** THANK YOU FOR YOUR PATRONAGE *****

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES
The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.





FALDEMAN FORD, INC.

18th & Highmax Streets
 Allentown, Pennsylvania 18104
 Telephone: 610-775-1000
 Fax: 610-775-1000
 Web Site: www.faldepmanford.com
 e-mail: faldepmanford.com

CUSTOMER NO 23301	ADVISOR WALTER FRIES 042	NAME	WORK DATE 04/15/02	WORK NO. FOCS125029
	LABOR RATE 20.00	LICENSE NO.	COLOR SILVER FROG	STOCK NO. 0-0782
	YEAR / MAKE / MODEL 2001 / FORD / TAURUS	VEHICLE NO. 1FAFP58X6201571	DELIVERY DATE 04/20/00	DELIVERY MILES
CODPERSBURG, PA			SELLING DEALER NO.	PRODUCTION DATE 03/22/00
			K.O. DATE 04/02/02	
	E# 30L 00HC			REPRINT# 1

JOB# 1 CHARGES

LABOR
 J# 1 15F02 TRANSMISSION HOURS: 7.00 TECH(S): 899
 CUSTOMER STATES VEHICLE LEAKS, TRANS FLUID, CHECK AND ADVISE
 CLEARED DAMAGED TRANS AREA, REB TRANS, REPLACED TORQUE CONVERTER
 & SEAL, REPLACED INPUT SHAFT SEAL, REINSTALLED TRANS, ROAD T
 EST. SLIPS IN 3RD AND 4TH, FLUID FULL AND CLEAN

QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
1	124-10701	TRANS OIL			WARRANTY
1	1202-72401-A	SEAL ASY-TRANS			WARRANTY
1	1202-7902-AARM	CONV ASY - TRA			WARRANTY
1	118-04	MERCUR R V AUT			WARRANTY
-1	1202-7902-AARM	CORE RETURN			WARRANTY
TOTAL - PARTS					0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
 J# 2 30F02 FIELD SERVICE ACTION HOURS: 0.70 TECH(S): 899
 01524 WIPER MOTOR BEAR COVER
 01524 INSTALLED WIPER MOTOR BEAR COVER

QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
1	1F22-170532-CA	COVER & SWITCH			WARRANTY
TOTAL - PARTS					0.00

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
 J# 3-15F0201 INSPECT TRANSMISSION HOURS: 4.90 TECH(S): 879
 JUST REPAIRED THE OIL LEAK, NOW SLIPS IN 3RD AND 4TH
 ROAD TEST, VERIFIED CONCERN, TRANS DIAG, LOW LINE PRESSURE
 REB TRANS, INSTALLED REPLACEMENT TRANS, FLOSHED COOLER LINES
 RECHECKED FOR CODES, NONE, ROAD TEST, OK

QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
1	YF12-7000-DEBK	TRANS & CONV A			WARRANTY
1	10219	10X40 BOLT-GR8			WARRANTY
1	10220	10MM FLAT WASH			WARRANTY
1	YF12-7000-DEBK	CORE RETURN			WARRANTY
TOTAL - PARTS					0.00

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

DISCLAIMER OF WARRANTIES
 The only warranties, if any, applying to the parts and/or service are those stated by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recourse from the selling dealer in any case of consequential damages, charges in property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

**HAZDENMAN FORD, INC.**

18th & Tighman Streets
 Allentown, Pennsylvania 18104
 Telephone (610) 776-7000
 Fax (610) 776-0361
 Web Site: www.hazdenman-ford.com
 e-mail: hford@fast.net

ORDER NO. 33301	ADDRESS WALTER FRIED 042	TRADE NO.	ORDER DATE 08/27/02	INVOICE NO. EPC8128154
	LICENSE NO.	REG. NO. 28874	COLOR GOLDEN BRON	STOCK NO.
	YEAR / MAKE / MODEL 2001 / FORD / TAURUS		DELIVERY DATE 08/26/02	DELIVERY MILE
	VEHICLE ID NO. 1E4P888XXG 201671		SALESMAN DEALER NO.	PRODUCTION DATE 03/22/00
COOPERSBURG, PA	P.T. & NO.	P.S. NO.	A.S. DATE 08/26/02	
REGISTRATION FEE	SALES TAX	COMMENTS EA 30L DDHC		

ESTIMATE
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
 ORIGINAL ESTIMATE OF \$24.00 (+TAX)
 COMMENTS
 DROP OFF - BACK LOT
 TOTALS

* NEXT RECOMMENDED SERVICE: 09/26/2002 / 28869 MI *

* CASH [] CHARGE [] VISA []	TOTAL LABOR	10.00
* MASTER CARD [] AMEX []	TOTAL SALES	14.00
* CHECK []	TOTAL DISC	0.00
ACCEPTED BY _____ DATE _____	TOTAL TAX	0.05
	TOTAL INVOICE \$	24.05

IF YOU HAVE ANY QUESTIONS OR COMMENTS,
 PLEASE CALL YOUR SERVICE ADVISOR AT (610) 776-7000
 YOUR BUSINESS IS APPRECIATED
 FOR YOUR CONVENIENCE ADDITIONAL SERVICE HOURS ARE AVAILABLE
 TUESDAY EVENING 5 - 8:00 P.M. SATURDAY 7:30 - 1:30 P.M.
 CALL FOR APPOINTMENT. ASK ABOUT OUR MAINTENANCE SPECIALS.
 THANK YOU FOR YOUR PATRONAGE.

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES
 The only warranties, if any, applying to the parts and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this parts and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

**FALDEMAN FORD, INC.**

18th & Tighman Streets
 Allentown, Pennsylvania 18104
 Telephone: (610) 776-7000
 Fax: (610) 776-0361
 Web Site: www.faldevan-ford.com
 e-mail: wford@faldevan.com

SALES/LEASE NO. 32301	APPROX WALTER FRIES 042	VEH NO.	SALES DATE 08/27/02	APPROX NO. EQCS128164
	LABOR RATE 70.00	DEALER NO. 26874	DEALER SILVER EROS	STOCK NO. 0-0782
	VEH MAKE / MODEL / COLOR CONCORD TAURUS/TAURUS		DELIVERY DATE 04/20/00	DELIVERY MILES
	VEH VIN 1E4P655XV6201571		SELLING DEALER NO.	PRODUCTION DATE 03/22/00
COOPERSBURG, PA	P. O. BOX	P. O. NO.	S. O. DATE 08/25/02	
	COMMENTS EQ 301 DDHC			

JOB# 1 CHARGES

LABOR
 JP 1 24F02 DRIVEABILITY HOURS: 1.30 TECH(S):BBS WARRANTY
 CUSTOMER STATES CHECK ENGINE LIGHT IS ON, WHEN ACCEL TRANS B
 LICKS
 SEC DIAG TEST, PIN POINT TEST, ROAD TEST WITH MONITOR, REPLA
 CED IMPE SENSOR, CLEARED CODES, ROAD TESTED, OK

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

JOB# 1 TOTALS

JOB# 2 CHARGES JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 0.00

LABOR
 JP 2 47F0Z REAR SUSPENSION HOURS: 0.30 TECH(S):BBS WARRANTY
 CUSTOMER STATES LEFT REAR SHOCK MISS BENT
 CAN HEAR BODY HITTING SOMETHING, BANGING NOISE
 ROAD TEST, MUFFLER BRACKET LOOSE, REPAIRED MUFFLER BRACKET

JOB# 2 TOTALS

JOB# 3 CHARGES JOB# 2 JOURNAL PREFIX FDCS JOB# 2 TOTAL 0.00

LABOR
 JP 3 03F0Z07 OIL & FILTER CHANGE HOURS: TECH(S):BBS 10.20
 NEEDS TO BE TAKEN TO BODY SHOP FOR ESTIMATE
 COMPLETED LUBE, OIL AND FILTER CHANGE SERVICE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	FL-820-S	FILTER ASY-OIL	5.00	5.00	5.00
				TOTAL - PARTS		

G.O.G. & SUPPLIES
 5.0 SAE30 MOTORCRAFT OIL # 1.230 /UNIT TOTAL - GOG 6.15

JOB# 3 TOTALS

LABOR 10.20
 PARTS 5.00
 G.O.G. 6.15
 JOB# 3 JOURNAL PREFIX FDCS JOB# 3 TOTAL 21.95

MISC CODE DESCRIPTION CONTROL NO.
 JOB # A 310 EPA REMOVAL AND MATERIAL TOTAL - MISC 1.02

DISCLAIMER OF WARRANTIES
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WARNOCK FORD

P.O. BOX 1488 - 170 Ridgely Ave.
Murrysville, PA 15762

PHONE: (873) 267-3005

SERVICE ADVISOR **ANDREIA DASILVA**

01APR02	01APR02		1FAPP56SKYG201571	3903322	T634		01APR02	375158
07:38	16:10	00	FORD TAURUS		VARI	01JAN00	1340	1340
2334	2336							

618 MCERIDE, CHRISTOPHER LIC#:

WP94

(N/C)

TRANS COOLER LINES CLEAN OFF FLUID NO
LARGE DEBRIT

618 MCERIDE, CHRISTOPHER LIC#:

WP94

(N/C)

PART#: 7A191

CLAIM TYPE:

0618



Important Customer Information
We at Warnock would like to thank you
for your patronage.
"PHOTOCOPY NOT ACCEPTED"

Thank You!

LIMITED LABOR WARRANTY

The Repair Facility guarantees the labor used in performing the repair listed on the front of this Repair Order for a period of 120 days or 4,000 miles whichever comes first. Excess mileage and hour parts are for 12,000 miles or 12 months whichever comes first. - see your service advisor for details. From the date your repair work is completed. The Limited Warranty specifically excludes front and rear wheel, steering and drive, and fuel systems - when the oil is contaminated. This Limited Warranty is extended to the vehicle purchaser and is not transferable to, nor enforceable by, any other person.

During the service called on this Limited Warranty, the Repair Facility will provide additional labor, at no charge to customer, for the additional repair that is necessary as a result of any defect in later performed when completing the repair listed on the front of this Repair Order.

To obtain benefits under this Limited Warranty, customer must: (a) notify the Repair Facility of any defect within a reasonable time after discovery of any defect in later written a complaint with initial customer signature or email have delivered any such defect. Such notice, however, must be given to the Repair Facility before the end of the service period of this Limited Warranty, or equivalent during the date of the vehicle in the Repair Facility of the address shown on the front of this Repair Order within five (5) days of notice of such defect in later; (b) authorize the Repair Facility to make the repair essential, and all pay the charges for any additional parts needed together with sales tax when applicable of such repair.

Any limited warranty, including the implied warranty of merchantability and fitness for a particular purpose, are limited by the duration and scope of this limited warranty. Under no circumstances will the Repair Facility be liable or guarantee for any consequential or consequential damage whatsoever, but not limited to, damage for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconveniences or emotional loss.

DESCRIPTION	TO DATE
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00

I hereby authorize the repair work herein and (a) to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond our control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs therein.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

WARNOCK
YOU'RE *Always* THE BOSS

VISIT US ON THE WEB!
www.warnockauto.com

THANK YOU FOR YOUR PATRONAGE

FOR EASY APPOINTMENTS

PLEASE CALL 973-267-3005

FOR ANY CONCERNS OR QUESTIONS PLEASE DON'T

HESITATE TO CONTACT THE SERVICE MANAGER

WE ALSO ASK THAT YOU TAKE A FEW MINUTES TO

RESPOND TO ANY MANUFACTURERS MAIL-IN SURVEYS

WARNOCK

THERE REALLY IS A DIFFERENCE!

CUSTOMER COPY



WARNOCK FORD

P.O. BOX 1458 • 170 Ringdale Ave.
Morristown, NJ 07887

PHONE: (873) 267-3005

SERVICE ADVISOR **ANDREIA DASILVA**

DATE IN	DATE OUT	VEHICLE IDENTIFICATION	ENGINE NO.	TRAILER NO.	V.I. NO.	WORK ORDER NO.	WV INVOICE NO.
01APR02	01APR02	1FAFP56SXYG201571	3903322	T634		01APR02	375158
TIME IN	TIME OUT	MAKE & MODEL	PLANT & NO.	TRAILER	YEAR	MPG	
07:38	16:10	00 FORD TAURUS		VARI	01JAN00	1340	1340
TECHNICIAN	TECHNICIAN						
2334	2336						

A CUST STATES CHECK TRANS PROBELM TOWED IN
 TRANS DIAGNOS IS PINPOINT TEST PERFORM
 TRANS OIL LEAKS TIGHTEN TRANS PAN
 BOLTS LOOSE TIGHTEN AND S
 7000E OIL LEAKS - DIAGNOSIS (7003) - L
 618, MCBRIDE, CHRISTOPHER LIC#:
 0618
 NP94
 7000E OIL LEAKS - DIAGNOSIS (7003) - L
 618, MCBRIDE, CHRISTOPHER LIC#:
 0618
 MT MT7A191 M TIME TO TIGHTEN TRANS PAN
 BOLTS TO LABOR OPERATION IN BOOK

Important Customer Information
 We at Warnock would like to thank you
 for your patronage.
"PHOTOCOPY NOT ACCEPTED"

Thank You!

LIMITED LABOR WARRANTY
 The Repair Facility guarantees the Labor used in performing the repair
 listed on the back of this Repair Order for a period of 90 days or 4,000
 miles (whichever comes first) from the date of this Repair Order for 12,000
 miles or 12 months (whichever comes first). - see your service advisor for
 details. Some of the items which require repair are excluded. This Limited
 Warranty does not include parts and accessories, electrical wiring and
 fluids, and fuel systems - unless they are damaged. This Limited
 Warranty is restricted to the vehicle owner/operator and is not
 transferable to, nor enforceable by, any other person.

During the duration period of this Limited Warranty, the Repair Facility will
 provide additional labor, at an expense to customer, for any additional
 repairs that are required as a result of any defect in labor performed
 while satisfying the terms listed on the back of this Repair Order.

To obtain repair under this Limited Warranty, customer shall: (a) notify
 the Repair Facility at the address shown on the back of this Repair Order
 of any defect in labor within a reasonable time after customer discovers or
 should have discovered any such defect. Such notice, however, must be
 given to the Repair Facility before the end of the duration period of this
 Limited Warranty, as specified above; (b) deliver the vehicle to the Repair
 Facility at the address shown on the back of this Repair Order within the
 90 days of notice of such defect in labor; (c) authorize the Repair Facility
 to make the repair, and (d) pay the charges for any additional
 parts required together with sales tax upon completion of such repair.

Any limited warranties, including the limited warranty of transferability
 and third party coverage, are limited to the duration period of
 this limited warranty. Under no circumstances will the Repair Facility be
 held responsible for any incidental or consequential damages including,
 but not limited to, damage to loss of property, loss of vehicle use, loss
 of time, loss of business and profits, interruptions of commercial loss.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

I hereby authorize the repair work herein set forth to be done
 along with the necessary materials and agree that you are not
 responsible for loss or damage to vehicle or articles left in
 vehicle in case of fire, theft, or any other cause beyond your
 control or for any things caused by irregularity of parts or
 delays in parts shipment by the supplier or transporter. I
 hereby grant you and/or your employees permission to operate
 the vehicle herein described on express, highways or elsewhere
 for the purpose of testing and/or inspection. An express
 merchant's lien is hereby acknowledged on above vehicle to
 secure the amount of repairs thereon.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X _____

WARNOCK
 YOURS *Perhaps* THE BEST

VISIT US ON THE WEB!
www.warnockauto.com

WARNOCK
THERE REALLY IS A DIFFERENCE!
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6108381661

202547

Faulkner

SERVICE CENTER

INVOICE

To Be Sure

1831 Park Avenue
Quakertown, PA 18851
Telephone: (215) 536-5500
P & A 01355-9

www.faulknerservice.com (Parts & Service)
www.munobyfaulkner.com (Sales)

COOPERSBERG, PA

PAGE 1

SERVICE ADVISOR: 8150 JOHN F PERINO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVER	00	FORD TAURUS	1FAPP568XYG201571		11494/11502	T5519	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN2000			17:00 10APR01		VARI	CASH	10APR2001
E.O. OPENED		READY	OPTIONS: DLR:01355-9 ENG:3.0 Liter EPT DOHC				

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

RECALL 01508
 CAUSE: 11494 RECALL 01508
 PARTS RECALL
 191 CRAMER, DERRICK L LIC#: 0501
 NS4
 1 YF1Z*13480*AA SW ASY-STP LP (N/C)
 PARTS ACCOUNT
 CLAIM TYPE:
 AUTH CODE:
 0501
 11494 RECALL 01508

E COST STATES TRANS LEAK DIE PUT IN VEHICLE 27
 CAUSE: 11501 TORQUE CONVERTER SEAL LEAK REMOVE FRONT WHEELS AND LOOSE
 LOWER BALL JOINTS REMOVE 2 C.V. AXLES AND SWAYBAR END LINKS,
 SUPPORT ENGINE
 M REMOVE TRANS AND REPLACE SEAL
 175 REID, MATTHEW LIC#: 3899
 NS4 (N/C)
 1 F2DZ*7P401*A SEAL ASY-TRANS CONV IMPELLER H (N/C)
 1 XT*5*QM MERCON(R) V AUTOMATIC TRANS FLU (N/C)
 2 XT*5*QM MERCON(R) V AUTOMATIC TRANS FLU (N/C)
 PARTS ACCOUNT
 CLAIM TYPE:
 AUTH CODE:
 3899

11501 TORQUE CONVERTER SEAL LEAK REMOVE FRONT WHEELS AND LOOSE LOWER
 BALL JOINTS REMOVE 2 C.V. AXLES AND SWAYBAR END LINKS. SUPPORT ENGINE
 AND LOWER BUSHINGS REMOVE TRANSMISSION ASSY REMOVE TORQUE CONVERTER
 AND REPLACE SEAL. CLEAN TRANS AND RESTORE ALL. TOP OFF FLUID AND CHECK
 FOR LEAKS. NONE DETECT TEST DRIVE OK NGS CHECK FOR CODES NONE
 PRESENT.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

IN CASE OF ACCIDENT
CALL (215)

5108381661

193861

FAULKNER
FORD-MERCURY

INVOICE

321 South West End Boulevard
Quakertown, PA 18951
Telephone: (215) 536-5800
P & A 01355-8

COOPERSBERG, PA

PAGE 1

SERVICE ADVISOR: 5725 BEN ZITOMER

COOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/DLT	TAG	
SILVER	00	FORD TAURUS	1FAPP568XYG201571		8165/8165	T8339	
DEL DATE	PROD DATE	WARR EXP	PROMISED	RYING	RATE	PAYMENT	END DATE
01JAN2000			WAIT 15DEC00		VARI	CASH	15DEC2000
REQUIREMENTS	READY	OPTIONS	DLR:01355-9 ENG:3.0 Liter EFI DORC				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
14:05	15DEC00	15:26	15DEC00				

RIGHT SEATER NO POWER SEATS AND HARD TO GET INTO GEAR
 CAUSE: 8165 VERIFY COMPLANT. TRACE OUT TO BRAKE LITE SWITCH. REPLACE CK
 OPERATION OF BRAKE LITES & SHIFIT LOCK OUT OF
 M MECHANICAL TIME
 177 SCOTT, GLENN LIC#: 9003
 W94
 1 YF 11600 AA SW ASY-STP LP
 PC: PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE:
 9003

*THIS INCIDENT NOT
 ON CAR'S RECORD
 OR MAINTENANCE HISTORY*

8165 VERIFY COMPLANT. TRACE OUT TO BRAKE LITE SWITCH. REPLACE CK
 OPERATION OF BRAKE LITES & SHIFIT LOCK OUT OF

3000 MILE SERVICE
 3P 3000 MILE SERVICE
 177 SCOTT, GLENN LIC#: 9003
 CA
 1 PD 820 820 MOTOR OIL-5W
 5 5W30 5W30 MOTOR OIL-SH
 8165 3000 MILE SERVICE

	5.95	5.95	5.95
	1.32	1.32	6.60

DO RECALL
 CAUSE: 8165 DO RECALL
 M MECHANICAL TIME
 177 SCOTT, GLENN LIC#: 9003
 W94

FC: PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE:
 9003
 8165 DO RECALL

CUSTOMER PAY NPN HED WST FOR REPAIR ORDER 0.95

DESCRIPTION	PRICE
LABOR AMOUNT	16.40
PARTS AMOUNT	12.55
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.95
TOTAL CHARGES	29.90
LESS INSURANCE	0.00
SALES TAX	1.79
PLEASE PAY THIS AMOUNT	31.69

FOR EMERGENCY 24-HOUR TOWING
 CALL (215) 536-8700



Telephone: (610) 791-4900
Direct Service Line: (610) 797-5005
Visit Our Web Site: www.haldemanlm.com

Doc. E

CUSTOMER NO. 18385	ADDRESS TERRY LEONARD 18541	TYPE NO.	ISSUE DATE 08/18/02	ISSUE NO. LIC181270
	LABOR DATE	ISSUE DATE	COLOR	STOCK NO.
	YEAR / MAKE / MODEL	TRUCK	DELIVERY DATE	DELIVERY NAME
	02/00/TAURUS/4 DOOR SEDAN			
	VEHICLE ID NO.		DELIVERY DEALER NO.	PRODUCTION DATE
	1EAPR66SXYE 201571			
	K.T. NO.		A. & DATE	
			08/18/02	
REFERENCE PHONE	BUSINESS PHONE	COMMENTS		

JOB# 1 CHARGES

LABOR.....
 JP 1 10F022W WIRING REPAIR TECH(5) 1712 WARRANTY
 BRAKE LIGHTS STUCKING ON
 CONFIRMED BRAKE LIGHTS ON -- RIG BRAKE LAMP SWITCH TO CORRECT
 THIS CONDITION - CHECKED OPS OK NOW - ALSO CHECKED BATTERY -- OK

PARTS..... QTY..... P#..... NUMBER..... DESCRIPTION..... UNIT PRICE..... WARRANTY
 1 1F12-13480-AA SM ASY-STP LP TOTAL - PARTS 0.00

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

TOTALS.....
 * NEXT RECOMMENDED SERVICE: 11/15/2002 / 27469 MI

PAYMENT TYPE
 CHECK CASH CHARGE ACCT. VISA M/CARD
 AMEX DISC
 CHECK RECEIVED BY: DATE: 8/18/02
 TOTAL LABOR 0.00
 TOTAL PARTS 0.00
 TOTAL SUBLET 0.00
 TOTAL S.O.S. 0.00
 TOTAL INSP. CHG. 0.00
 TOTAL INSP. DTS. 0.00
 TOTAL TAX 0.00
 TOTAL CHOICE 0.00

THE ENTIRE STAFF OF HALDEMAN L/M WOULD LIKE TO THANK YOU FOR SERVING YOUR CAR WITH US TODAY. FOR OUR CUSTOMERS CONVENIENCE WE HAVE FREE LOANER CARS AND A FREE AIR SERVICE UPON REQUEST. WE ASK THAT YOU SCHEDULE LOANER CARS IN ADVANCE.



CUSTOMER REFUSED MAINT. SER.
 OPERATION NO. OPERATION DESC RC RC COMMENTS

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES
 The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, other expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither dealer nor authorized any other person to assume for it any liability in connection with the sale of the part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

06/28/2002
12716446

SUMMARY HISTORY DISPLAY

3030
PAGE 1

SUMMARY
REC'D FROM
HALLS EMMAN FORD

CUSTOMER NAME JACK MURPHY
TOTAL R/D'S 3

TOTAL SERV. DAYS 29

SERIAL NO. 1FAFP3651Y0201571
MAKE FO FORD

LINE NO.	RD. DATE..	MILES.	ADV/TECH	JOB	T	OPERATION CODE.	DESCRIPTION.....
1	127567	06/11/2002	24689	A		919	
			T			879 1 W 24F0Z	CHASSIS ELETRICA
			T			879 2 C 15F0Z	TRANSMISSION
			T			879 3 I 01FU0201HL51	FREE LIFETIME IN
2	125029	04/02/2002	23410	A		942	
			T			899 1 W 15F0Z	TRANSMISSION
			T			899 2 W 30F0Z	FIELD SERVICE AC
			T			879 3 W 15F0Z01	INSPECT TRANSMIS
			T			879 4 W 25F0Z	ENGINE - ELECTRI
3	105268	11/16/2000	7609	A		308	
			T			30 1 W 15F0Z01	INSPECT TRANSMIS

DOC B

06/28/2002
13416457

HISTORY LISTING

3030
PAGE 1

CUSTOMER NAME : [REDACTED] SERIAL NO. : LFAFP568XIG201571

R.O. NO. : 127567 R.O. DATE : 06/11/2002 R.O. TYPE : S
MILEAGE : 24639 ADVISOR NO. : 919

JOB NUMBER : 1 OPERATION 3AFDZ OP. DESC. CHARGES ELECTRICAL
SALE TYPE : W TECHNICIAN NO(S). 879
COMPLAINT : REAR BRAKE LIGHTS STAY ON
CAUSE : BRAKE LAMP SWITCH IS FAULTY. REPLACED SWITCH. TESTED BATTERY - DEAD. REPLACED BATTERY.

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
127567-01 1065AC1 127567-01 1065AC
127567-01 13480A

JOB NUMBER : 2 OPERATION 15FDZ OP. DESC. TRANSMISSION
SALE TYPE : C TECHNICIAN NO(S). 879
COMPLAINT : CHECK ENGINE LIGHT COMED ON, TRANSMISSION PROBLEM
CAUSE : LIGHT WAS NOT ON BECAUSE BATTERY WAS DEAD. ROAD TESTED WITH A NEW BATTERY - TRANSMISSION SHIFTS OK.

JOB NUMBER : 3 OPERATION 01FD101HLB1 OP. DESC. FREE LIFETIME INSP
SALE TYPE : I TECHNICIAN NO(S). 879
COMPLAINT : WILLOWMAN FORD FREE LIFETIME PA STATE INSPECTION
A124021422
CAUSE : TIRES-L/F--R/F--L/R--R/R--BRAKES-L/F--R/F--L/R--R/R
-----5-----98-----28

CORRECTION : VEHICLE PASSED PA. STATE INSPECTION

COMMENTS : TOM IN

R.O. NO. : 125029 R.O. DATE : 04/02/2002 R.O. TYPE : S
MILEAGE : 23410 ADVISOR NO. : 942

JOB NUMBER : 1 OPERATION 15FDZ OP. DESC. TRANSMISSION
SALE TYPE : W TECHNICIAN NO(S). 899
COMPLAINT : CUSTOMER STATES VEHICLE LEAKS TRANS FLUID, CHECK AND ADVISE
CAUSE : CLEANED DOWN TRANS AREA, RAR TRANS, REPLACED TORQUE CONVERTER R SEAL, REPLACED INPUT SHAFT SEAL, REINSTALLED TRANS, ROAD T
CORRECTION : EXT, SLIPS IN 3RD AND OD, FLUID FULL AND CLEAN

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
125029-01 7000E 125029-01 7000A13
125029-01 7000A12 125029-01 7000A11
125029-01 7000A7 125029-01 7000A22B
125029-01 7000A7J 125029-01 7000A3D
125029-01 7000A

JOB NUMBER : 2 OPERATION 30FDZ OP. DESC. FIELD SERVICE ACTION
SALE TYPE : W TECHNICIAN NO(S). 899

COMPLAINT : 01824 WIPER MOTOR BEAR COVER
CORRECTION : 01824 INSTALLED WIPER MOTOR BEAR COVER

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
125029-02 01824B

JOB NUMBER : 3 OPERATION 15FDZ01 OP. DESC. INSPECT TRANSMISSION
SALE TYPE : W TECHNICIAN NO(S). 879
COMPLAINT : JUST REPAIRED THE OIL LEAK, NOW SLIPS IN 2ND AND 3D
CAUSE : ROAD TEST, VERIFIED CONCERN, TRANS DIAG, LOW LINE PRESSURE,
R&R TRANS, INSTALLED REPLACEMENT TRANS, FLUSHED COOLER LINES
CORRECTION : RE-CHECKED FOR CODES, NONE, ROAD TEST, OK

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
125029-03 7000A2 125029-03 7000A11
125029-03 7000A32 125029-03 7000A
125029-03 7000P2 125029-03 7000F

JOB NUMBER : 4 OPERATION 25F0Z
SALE TYPE : W TECHNICIAN NO(S). 879
COMPLAINT : BATTERY CABLE CONNECTORS LOOSE, INTERMITTENTLY DOES NOT START
CORRECTION : REPLACED BOTH POSITIVE AND NEGATIVE BATTERY CABLES

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
125029-04 NT14300

COMMENTS : D&P OFF

R.O. NO. : 103268 R.O. DATE : 11/16/2000 R.O. TYPE : B
RELEASE : 7609 ADVISER NO. : 338

JOB NUMBER : 1 OPERATION 15FDZ01 OP. DESC. INSPECT TRANSMISSION
SALE TYPE : W TECHNICIAN NO(S). 30
COMPLAINT : HARD COMING OUT OF PARK
CAUSE : UNABLE TO VERIFY CUSTOMER CONCERN AT THIS TIME
CORRECTION : INSPECT STOP LIGHT SWITCH AND WIRING
CHECK WIRING AT PARK SWITCH
CHECK BRAKE LIGHTS
CHECK THROTTLE LEVER
NO PROBLEM FOUND AT THIS TIME

UNTRUG!
SWITCH WAS
REPLACED.

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
103268-01 NFF

COMMENTS : AT CURB

Craig Ther Kimmel, Esquire
Identification No. 57100
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

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

JAIME MCGOVERN QUINN
1813 Glendale Avenue
Philadelphia, PA 19111

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

v.

CIVIL ACTION

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

COMPLAINT
CODE: 1900

1. Plaintiff, Jaime McGovern Quinn, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 1813 Glendale Avenue, Philadelphia, PA 19111.

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 June 07, 2000, Plaintiff purchased a new 2000 Ford Taurus, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAFP53U5YG241661.

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 \$17,100.00. 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)

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

15. Chapman Ford Sales, Inc. is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about June 07, 2000, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective brakes; defective brake lights; defective trunk; defective wipers; defective transmission. True

and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. 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.

40. 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.

41. 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.

42. 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 III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. 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."

47. 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.

48. 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.

49. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-

50. 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.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. 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: _____

CRAIG THOR KIMMEL, ESQUIRE

Attorney for Plaintiff


30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

Craig Thor Kimmel, 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.



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiff

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 06/07/00

Buyer (Name, Address, City, State and Zip Code) PHIEA PA
 CREDITOR (Seller Name and Address) CHAPMAN FORD SALES, INC., 3871 ROOSEVELT BLVD PHILADELPHIA PA 19114

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the cash price of the vehicle. The "Total Sale Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement on the front end back of this contract.

Model Year and Make 2000 FORD TAURUS Make SOH GVW (Tons) Vehicle Identification Number 1FAFP53U5Y2E41661 Use Car With Package Personal Agricultural Commercial

Trade-In Year and Make Make Amount Amount Due

1. Cash Price \$ 13800.00 (1)
 2. Down Payment
 Third Party Rebate Assigned To Creditor \$ N/A
 Cash Down Payment \$ 1050.00
 Trade-In \$ N/A \$ N/A \$ N/A
 Total Down Payment \$ 1050.00 (2)
 3. Unpaid Balance of Cash Price (1 minus 2) \$ 12750.00 (3)
 4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
 To Insurance Companies for:
 Credit Life Insurance (for term of contract) \$ N/A
 Credit Disability Insurance (for term of contract) \$ N/A
 To Public Offices (1) for license (2) \$ 16.50 (4) \$ 22.50 (5)
 Registration (2) \$ 5.00
 (3) for tags (not in Cash Price) \$ 365.00 \$ 3046.00
 To N/A for Messenger Service \$ N/A
 To N/A \$ N/A
 To CHAPMAN FORD SALES, INC. 3871 ROOSEVELT BLVD PHILADELPHIA PA 19114 \$ 40.00
 Total \$ 1686.00 (6)
 5. Amount Financed (3 plus 4) \$ 13896.00 (8)

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
5.90%	\$ 2314.00	\$ 13896.00	\$ 16050.00	\$ 17100.00

PREPAYMENTS: If you pay off your debt early, you will not have to pay a penalty.
Late Payments: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, reassignment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverage are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverage needed for the term shown. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the limit of the policy.

Comprehensive Collision
 Fire-Theft/Combined Additional Coverage
 Towing and Labor
 Term N/A Months (Estimate)
 Premium \$ N/A

COMMERCIAL VEHICLES: The charge shown in the above box for late payments applies when the vehicle purchased has a gross vehicle weight of less than 10,000 pounds. If the vehicle you purchased has a gross vehicle weight of 10,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent annually amount of \$50, whichever is less.
 If you do not send your contract, signature, you may lose the vehicle and you are assuming under this contract, as well as both parts and goods on the vehicle and money or goods existing in the vehicle.

QUESTIONS? Call 1-800-888-1623

NON-MODIFICATION DISCLOSURE
 Any change in this contract must be in writing and signed by you and the Creditor.
 BUYER: *[Signature]*

PLAINTIFF'S EXHIBIT
 A



Do not sign this contract in blank. You are entitled to an exact copy of the contract.



CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 676-3636
 FAX: (215) 688-0370
 www.chapmanautogroup.com



CUSTOMER NO. 52360		SALES REP. ANTHONY DEGLIONINI 2511		DATE 01/23/01		
JAMIE MCGOVERN 1813 GLENDALE AVE PHILADELPHIA, PA 19111		LABOR RATE	LICENSE NO.	SALES TAX 4,276	STOCK # 10737	
		VEHICLE MAKE/MODEL FORD/TAURUS/SE 4 DOOR SEDAN			DELIVERY DATE 06/07/00	DELIVERY MILES 8
		P.T. E. NO.			DEALER NO. 100	PRODUCTION DATE
PHONE 215-725-0980		PHONE 215-676-7846		DATE 01/23/01		
JOB# 999U						

JOB# 1 CHANGES

LABOR
 JOB# 1 24FOZ EXTERIOR BODY OK HOURS: 0.50 TECH(S):5731 WARRANTY
 CUSTOMER STATES TRUNK IS HARD TO CLOSE
 DIAGNOSE CHECK TRUNK STRIKER AND LATCH ADJUSTMENT OK
 CHECK FORD BASIS MESSAGES AND TSBS COULD NOT DUPLICATE
 CUSTOMERS CONCERN NO PROBLEM FOUND AT THIS TIME
 40110 B2 B15

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 0.00

TECHNICIAN CERTIFICATION

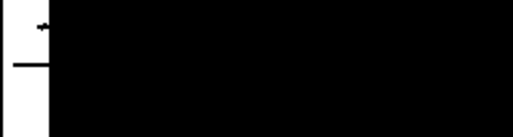
5731 JAMES MCBRIDE JR 8158

TOTALS

*****		TOTAL LABOR....	0.00
* METHOD OF PAYMENT *		TOTAL PARTS....	0.00
* [] CASH [] CHECK No [] VISA/MC *		TOTAL SUBLET....	0.00
* [] AMEX [] DISCOVER [] DINER'S CLUB [] A/R *		TOTAL G.O.G....	0.00
* RECEIVED BY DATE		TOTAL MISC CHG.	0.00
*****		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.00
		TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 DEPENDING ON THE SERVICES PERFORMED.

NOW BY APPT.



CHAPMAN FORD SALES, INC.

PLAINTIFF'S EXHIBIT
8



CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 676-3636
 FAX: (215) 698-0370
 www.chapmanautogroup.com



DEPARTMENT NO. 52360	APPROVED BY ROBERT KEISLER 4974	TAX NO. 3461	MOBILE DATE 03/17/01
PHILADELPHIA, PA	LABOR RATE	LEASE NO.	4,969
	YEAR / MAKE / MODEL	DELIVERY DATE	06/07/00
	00/FORD/TAURUS/SE 4 DOOR SEDAN	DELIVERY MILE	8
	Y. E. NO.	P. O. NO.	03/17/01
	DEPARTMENT 99U	REPRINT#	

JOB# 1 CHARGES

LABOR
 JOB# 1 1BFOZ ELECTRICAL SYSTEM HOURS: 0.50 TECH(S):5144 WARRANTY
 BRAKE LIGHTS STAY ON
 CLEAN AND REPAIR BRAKE SWITCH
 L26-46,14401.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

TECHNICIAN CERTIFICATION
 5144

STEPHEN P. KELLY 7465

TOTALS

*****	TOTAL LABOR.....	0.00
* METHOD OF PAYMENT *	TOTAL PARTS.....	0.00
* [] CASH [] CHECK No [] VISA/MC *	TOTAL SUBLET....	0.00
* [] AMEX [] DISCOVER [] DINER'S CLUB [] A/R *	TOTAL S.O.B.....	0.00
* RECEIVED BY DATE	TOTAL MISC CHG.	0.00
*****	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 DEPENDING ON THE SERVICES PERFORMED.
 NOW OPEN SATURDAYS FROM 8:00 A.M. UNTIL 4:30 P.M BY APPT.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

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CHAPMAN FORD SALES, INC.



LHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 676-3636
 FAX: (215) 698-0370
 www.chapmanautogroup.com



CONFIRM NO. 52360	SALES REP. ANTHONY DEGLIOMINI 251	FAIR DEAL 4324	INVOICE DATE 04/09/01	STOCK # 20570
[REDACTED]	LABOR RATE	LEASING NO.	LEASE 5,002	COPIES GRAPHITE BL 10/37
PHILADELPHIA, PA	VEHICLE MAKE / MODEL 00/FORD/TAURUS/SE 4 DOOR SEDAN		LEASE START DATE 06/07/00	LEASE TERM 8
	P.T. & NO.		SALES TAX 100	PRODUCTION DATE
	DOCUMENT # EP 99U		04/06/01	

JOB# 1 CHARGES-----

LABOR-----
 J# 1 18FOZ ELECTRICAL SYSTEM HOURS: TECH(S):5731 0.00
 BRAKE LIGHTS INOP. ALSO MON'T SHIFT OUT OF PARK
 SAME AS LINE #2 REPAIR

JOB# 1 TOTALS-----

JOB# 2 CHARGES-----
 JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

LABOR-----
 J# 2 23FOZ RECALL HOURS: 0.40 TECH(S):5731 WARRANTY
 RECALL 01508
 RECALL 01508 BRAKE LAMP SWITCH REPLACE
 A99

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	WARRANTY-----
	1	YF12-13480-AA	SM ASY- 370499		
				TOTAL - PARTS	0.00

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION-----
 5731 JAMES MCBRIDE JR 8158

TOTALS-----

*****		TOTAL LABOR....	0.00
* METHOD OF PAYMENT *		TOTAL PARTS....	0.00
* [] CASH [] CHECK No [] VISA/MC *		TOTAL SUBLET....	0.00
* [] AMEX [] DISCOVER [] DINER'S CLUB [] A/R *		TOTAL S.O.G....	0.00
* RECEIVED BY DATE		TOTAL MISC CHG.	0.00
*		TOTAL MISC DISC	0.00
*		TOTAL TAX.....	0.00
*****		TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 WE'RE OUR LABOR DATE (MAYBE) FROM 8:15 TO 5:00 PM

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CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114

DIRECT SERVICE LINE (215) 676-3636

FAX: (215) 698-0370

www.chapmanautogroup.com



CUSTOMER NO. 52360	ADVISOR RICHARD ALAMPI	0172	FAIR NO. 1836	MOBILE DATE 10/22/01	3156
	LABORATORY	DISPATCH NO. DFP0496	SALES 8,353	ORDER GRAPHITE BL	INVOICE NO. 10737
PHILADELPHIA, PA	YEAR / MAKE / MODEL 00/FORD/TAURUS/SE 4 DOOR SEDAN		DELIVERY DATE 06/07/00	DELIVERY MILE 8	
	F.T.S. NO.		WARRANTY MILEAGE NO. 100	PREDELIVERY DATE	
			10/22/01		
	EX # 99U				

JOB# 1 CHARGES

LABOR

CUSTOMER REQUEST ENGINE OIL AND FILTER CHANGE
LUBRICATE CHASSIS AND INSPECT ALL FLUID LEVELS
CUSTOMER REQUEST MAINTENANCE
PERFORM CUSTOMER REQUESTED MAINTENANCE SERVICE

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	PKFL400A	LOF	12.95	12.95
	1	EAFZ-6731-AB	FILTER 966741	***	***
	5	XO-8430-QSP	MOTOR OIL 8430	***	***
TOTAL - PARTS					12.95

JOB# 1 TOTALS

LABOR 11.00
PARTS 12.95

JOB# 1 JOURNAL PREFIX FCS JOB# 1 TOTAL 23.95

JOB# 2 CHARGES

LABOR

CHECK BRAKE BULBING
2001 (82)RL7
CHECK BRAKES AND FOUND NORMAL SEMI-METALLIC BRAKE NOISE

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FCS JOB# 2 TOTAL 0.00

TECHNICIAN CERTIFICATION

4955 ANTHONY C JONES 0578

PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 678-3636
 FAX: (215) 698-0370
 www.chapmanautogroup.com

INVOICE NO. 52360	NAME RICHARD ALAMPI	PHONE 0172 1836	WORK DATE 10/22/01
ADDRESS PHILADELPHIA, PA	LEASING NO. DFP0496	SALES PRICE 8,353	VEHICLE GRAPHITE BL
			VEHICLE NO. 10737
	YEAR/MODEL/MAKE 00/FORD/TAURUS/SE 4 DOOR SEDAN	DELIVERY DATE 06/07/00	DELIVERY MILE B
		DELIVERY MILE NO. 100	PRODUCTION DATE
			10/22/01
	COPIES 29 99U		

TOTALS

METHOD OF PAYMENT

CASH CHECK No. VISA/MC

AMEX DISCOVER DINER'S CLUB A/R

RECEIVED BY *[Signature]* DATE *10/22/01*

TOTAL LABOR.....	11.00
TOTAL PARTS.....	12.95
TOTAL SUBLET....	0.00
TOTAL S.O.S.....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	1.68
TOTAL INVOICE \$	25.63

THANK YOU FOR BOOSTING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 DEPENDING ON THE SERVICES PERFORMED.
 WE OPEN SATURDAYS FROM 8:00 A.M. UNTIL 4:30 P.M. BY APPT.

Handwritten: 10/25/01





CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 878-3838
 FAX: (215) 888-0370
 www.chapmanautogroup.com



VEHICLE NO. 52360	OWNER RICHARD ALAMPI	0172	TAX NO. 2683	06/10/02	
	LIBRARY	DPF0596	SALES 12,488	GRAPHITE BL	10737
PHILADELPHIA, PA	00/FORD/TAURUS/SE 4 DOOR SEDAN			06/07/00	DELIVERY MILE 8
				100	PRODUCTION DATE
				06/08/02	
	EP-990				

JOB# 1 CHARGES

LABOR
 NON T COME OUT OF PARK
 13480(42)P88
 REPLACE BRAKE LITE SWITCH AND REPAIR CONNECTOR

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	YF1Z-13480-AA OCT 03	SM ASY- 37D499		
				TOTAL - PARTS	0.00

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

JOB# 2 CHARGES

LABOR
 DIS24 RECALL
 01-5-24
 CHECK AND PERFORM RECALL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	1F2Z-17053Z-CA	COVER & 72Z714		
	1	1F2Z-17063Z-CA	COVER & 72Z714		
				TOTAL - PARTS	0.00

MISC	CODE	DESCRIPTION	CONTROL NO	WARRANTY
		ADMIN ADMINISTRATIVE HOURS		0.00
			TOTAL - MISC	0.00

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

MECHANICAN CERTIFICATION
 5731 JAMES MCBRIDE JR 8158



8371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
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CUSTOMER NO: 52360	RICHARD ALAMPT	0172	2683	06/18/02
[REDACTED]	LABOR RATE	0.99/HR	12,488	GRAPHITE BL
PHILADELPHIA, PA	00/FORD/TALUS/SE 4 DOOR SEDAN			06/07/00
[REDACTED]				PRODUCTION INFO
[REDACTED]				06/08/02
[REDACTED]	ESP-390			

 METHOD OF PAYMENT *
 [] CASH [] CHECK No [] VISA/MC *
 [] AMEX [] DISCOVER [] DINER'S CLUB [] A/R *
 RECEIVED BY DATE *

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

 TOTAL INVOICE \$ 0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS. OUR LABOR RATE VARIES FROM \$17.25/HR TO \$80.00/HR
 DEPENDING ON THE TYPE OF WORK PERFORMED BY APPT.

[REDACTED SIGNATURE]

Chapman Ford Sales Group, Inc. © 2002

Craig Thor Kimmel, Esquire
Identification No. 57100
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
39 East Butler Pike
Ambler, PA 19062
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

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

ANTHONY SHAW AND
STEPHANIE SHAW
1151 Bloomfield Circle
Lansdale, PA 19446

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

SEPTEMBER 2002
CIVIL ACTION

003620

v.

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

COMPLAINT
CODE: 1900

1. Plaintiffs, Anthony Shaw and Stephanie Shaw, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 1151 Bloomfield Circle, Lansdale, PA 19446.
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 May 01, 2000, Plaintiffs purchased a new 2000 Mercury Sable, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1MEFM59S7YG644502.
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 \$25,136.76. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

13. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

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

15. Old Forge Lincoln Mercury, Inc. is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about May 01, 2000, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

22. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective sun roof; wind noise; cowl under windshield wipers; window controls defective; defective electrical system; defective transmission. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

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

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

40. 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.

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. 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."

47. 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.

48. 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.

49. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

50. 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.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand 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. 

CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

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



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiffs

BUYER (Last, First and Middle Initial) (Including County and Zip Code) **LANDSDALE HUNTINGBERRY 72**

CREDITOR (Seller Name and Address) **D.D. MORSE LINCOLN MERCURY INC.
1301 W. BRIDGE ST.
LANDSDALE OH 43446**

I, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the cash price of the vehicle. The "Total Cash Price" shown below is the cash price. By signing this contract, you agree to buy on credit under the agreement on the front and back of this contract.

Year/Make	Model	Color	Body Type	Vehicle Identification Number	Use of Vehicle Proposed
NEW	1989 MERCURY	SABLE		ZNEF40867Y8E4K89C	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in Year and Make _____ Mileage _____ Amount Offered _____

1. Cash Price \$ 23487.48 (1)

2. Down Payment \$ 1335.00

Third Party Rebate Assigned To Creditor \$ 1400.00

Cash Down Payment \$ 1195.00

Trade-in Year and Make _____ Mileage _____ Amount Offered _____

Total Down Payment \$ 1195.00 (2)

3. Unpaid Balance of Cash Price (1 minus 2) \$ 22292.48 (3)

4. Amounts paid on year behalf (Buyer may be retaining a portion of these amounts):

To Insurance Companies for:

Credit Life Insurance (for term of contract) \$ N/A

Credit Disability Insurance (for term of contract) \$ N/A

To Public Officials (Title Insurance) \$ N/A

registration (T) for license (L) \$ 1256.75

(R) for title (not in Cash Price) \$ 1395.26

To _____ for Messenger Service \$ _____

To _____ for _____ \$ _____

To _____ for _____ \$ _____

To _____ for _____ \$ _____

Total \$ 2600.00 (4)

5. Amount Financed (3 plus 4) \$ _____ (5)

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The rate of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you at the time of sale	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment
8.90%	237.48	15896.00	1627.44	25126.76

Year of Insurance _____ Term _____

Type of Insurance _____

Amount of Insurance _____

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverage are shown in a table of agreement given to you today.

You need insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverage provided for the term shown. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Cooperative N/A

First-Third-Combined Additional Coverage

Towing and Labor

Tires _____

Premium \$ _____

Payment Schedule: _____

Your payment schedule will be: _____

Prepayments: If you pay off your debt early, you will not have to pay a penalty.

Late Payments: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 3 percent of the late amount or \$20.00 whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repossession of your debt in full before the scheduled date, and prepayment penalty.

INTERNATIONAL WARRANTY: The charge shown in the above fee for late payments applies when the vehicle purchased has a gross vehicle weight of less than 10,000 pounds. If the vehicle you purchased has a gross vehicle weight of 10,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$20, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle and you are liable for the vehicle, as well as back payments and penalties on the vehicle and money or goods pledged for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: _____ CO-BUYER: _____

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

BUYER SIGN: _____ CO-BUYER SIGN: _____

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

QUESTIONS?



PLEASE CALL US AT 1-800-727-7500



02 103-10000
1000-100

0000
0000

CUSTOMER NAME : ANTHONY M. INTERMOUNTAIN

0000 0000 00000000000000000000

0 0 000 1 100000

0 0 000 1 00000000000000000000
0000000 0 0000

0 0 000 1 000
0000000 0 000

JOB NUMBER : 1 00000000 10 10000000 00 0000 00000 1000 000000

0000 0000 : 0 00000000 0000 0000
00000000 : 00000000 0000 00000000 000000 00 0000 0000
00000000 : 00000000 0000 00000000 000000 00 000000
00000000 : 000000 000000 000000 000000 000000 00000000
000000 000000 000000

00000000 : 0 0000 0000 00000000 00 0000 000000 0000 00000000
10000000 00000000

JOB NUMBER : 2 00000000 00 00000000000000000000 00 0000 000000 000 0000

0000 0000 : 0 00000000 0000 0000
00000000 : 000000 000 000000 000000 000000 00000000 00000000 00
00000000 00000000 00000000 00000000 00000000 00000000 00000000
000000 : 0000 00000000

00000000 : 0000 000000 0000 00000000
00000000 00000000 00000000 00000000 00000000
0000 0000

01-17-1970
14-0142

CUSTOMER NAME : JOYCELYN WINTERBANK SWAN
JOB NO. : 45066
E. S. DATE : 1-14-1970
M. S. DATE : 1970
S. S. TYPE :
OPERATOR NO. : 734

JOB NUMBER : 1
OPERATION ADJUSTMENT
JOB NO. 100 1ST WORK CENTER

S. S. TYPE : 1
OPERATION NO. 100
COMPL. STAT : SERVICE FOR MAINTENANCE SERVICE
REASON : TROUBLE WITH DISCONNECTS WHICH CAUSED A LOSS OF POWER
REPAIR : WOULD HAVE BEEN TO THE M. S. DATE

JOB NUMBER : 2
OPERATION ADJUSTMENT
JOB NO. 100 2ND WORK CENTER

S. S. TYPE : 2
OPERATION NO. 100
COMPL. STAT : FIRST WORK CENTER SERVICE METER INSTALLED STAYS IN OPEN
POSITION IN THAT CASE HAS NOT NOTICED OPERATOR
REASON : REPORTED AND CHECKED METER AND WAS UNABLE TO SERVICE
REPAIR : FIRST POSITION FOUND NO CORRECTION AT THIS TIME

0000000000
10/12/12

INSTRUMENT

000

0000

CUSTOMER NAME : ANTHONY W/STROMONTE OHIO PARTIAL NO : 1MEEHROCTVDCLEAPR0

P O NO. : 94945 P O DATE : 12/02/0000 P O TYPE : P
MTR0000 : 0121 MTR0000 NO. : 24

JOB NUMBER : 1 OPERATION 5317MTR0000EVT NO. 0000 RETINSTRUM MTR000

SOLE TYPE : C TRANSLATION NUMBER : 75A
COMPLAINT : INSTRUM. AND RIGHT SIDE MTR000
CORRECTION : INSTRUM. AND 5/12 MTR000 AND RECEIVED

00/00/0000
11-13-05

INTERVIEW REPORT

PAGE 1
PAGE 1

CUSTOMER NAME : ANTHONY W/STEPHANIE SHAW SERIAL NO : 1M5FM5007V05A4R0:

P.O. NO : 95002 P.O. DATE : 11/02/2000 P.O. TYPE : 2
MILEAGE : 1500 ACQUISOR NO : 34

JOB NUMBER : 1 OPERATION 641727HD NO. DESG HOOD

SOLE TYPE : M REQUISITION NO(S) : 76

COMPLAINT : CHECK FOR PAINT DAMAGE ON FRONT HOOD

COUSE :

CORRECTION : REFINISH HOOD AND LEFT FRONT DOOR WITHIN POINT-
700102 - 07A - 02

WARRANTY	CLAIM NO.	OPERATION NO.	CLAIM NO.	OPERATION NO.
	005002-01	D10	005002-01	00
	005003-01	D101		

02/24/2002
11:12:57

CONSTRUCTION - TO BE BUILT

705

CODE 1

CUSTOMER NAME : ANTHONY M/STEWART BROW PROJECT NO : 14524007V02 A470

S.O. NO. : 05131 R.D. DATE : 10/20/2000 R.D. TYPE : S
MTI CODE : 1452 SERVICE NO. : 250

JOB NUMBER : 1 OPERATION 6217 NO. DESC. MISC SERV

SALE TYPE : S TERMINATION NO(9) : 74
COMPLAINT : ROOV SHED FIRED BENT ON HOOK - NEEDS TO BE TOUNED UP
CAUSE : DIRT SHOWED IT TO KATE
CORRECTION : REPAIR SOME OF THE ROOF COLLISION

JOB NUMBER : 2 OPERATION 6217 NO. DESC. YOLDTINS/TERM

SALE TYPE : W TERMINATION NO(9) : 200
COMPLAINT : INSTALL NEW WINDOW UN
CAUSE : REMOVE OLD TERM PANEL REMOVE WINDOW MOLDINGS OUTSIDE
MIRROR THEETER & WINDOW CRACK
CORRECTION : INSTALL NEW UN AND REASSEMBLE

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
05131-02 MT014070 05131-02 079430

COMMENTS : CONSTRUCTION A447522

00 104 10000
11 15 93

100000 1 100000

755
COPY 1

CUSTOMER NAME : ANTHONY M/STROUANTO BUON

SALES NO : 1M2EMRQ07V0244501

P.O. NO. : 94418

P.O. DATE : 10/15/2000
MILEAGE : 1457

P.O. TYPE : 0
OPERATION NO. : 755

JOB NUMBER : 1 OPERATION 511 1700W NO. DEPT FRONT DOW

SALE TYPE : 0 TECHNICIAN NO(9) : 755

COMPLAINT : INSTALL ROR DOWI DANEL RETAINERS ARE BROKEN
TECH 300

CAUSE : DANEL NOT FITTING FLUSH AGAINST WINDSHIELD
DANEL WAS HIDDEN

CORRECTION : REPLACE RIGHT SIDE WIPER DOWI DANEL

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
94418-01 MTO18150

JOB NUMBER : 0 OPERATION 501 17 NO. DEPT. MISC BODY

SALE TYPE : 0 TECHNICIAN NO(9) : 755

COMPLAINT : VEHICLE MUST BE TO BODY SHOP FOR CONCERNS FROM LEFT RD
WHEEL NOT ALIGNED. OPERATING POINT SEE DRAW FOR LOCATION

CORRECTION : SUSPST REPTD TO BODY SHOP

JOB NUMBER : 2 OPERATION 411 1700W NO. DEPT WINDOW GLASS

SALE TYPE : 0 TECHNICIAN NO(9) : 755

COMPLAINT : INSTALL ROR WINDOW RIM
TECH 300

CAUSE : WINDOW RIM WAS BENT
REMOVE DOOR TRIM DANEL. REMOVE BELT MOUNTING. REMOVE

CORRECTION : WINDOW GLASS. INSTALL NEW RIM. REASSEMBLE DOOR. NOW OK

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
94418-02 MTO18070 94418-02 230630

COMMENTS : CONFIRMATION #44752P

01/04/0000
11:15:19

INTERCOM COMPANY

PAGE 1
PAGE 1

CUSTOMER NAME : ANTHONY WYSTECHONITE BRAW SECTION NO : 10000000000000000000

P.O. NO. : 03703 S.O. DATE : 09/21/0000 S.O. TYPE : 0
MILEAGE : 000 CHASSIS NO. : 74

JOB NUMBER : 1 OPERATION 41172WD108 OD. DESC. STRAIGHTEN WINDOW

SOLE TYPE : 01 TECHNICIAN NO/01 700

COMPLAINT : CUSTOMER STATES DRIVER'S WINDOW DOES NOT CLOSE STRAIGHT
CCC 007

CAUSE : BASIC 21412 CD 07

CORRECTION : CHECK L/R WINDOW NOT CLOSING STRAIGHT-VERTICAL CONDITION
REMOVED ROOF TRIM CONE! AND CHECK WINDOW ROLL & REEL MOTOR-
ALL OXY-ADJUST WINDOW ROLL AND VERTICAL-WINDOW DOES UP
STRAIGHTER-TILE BOTTOM MOUNTING MORE AND ADJUST WINDOW
RIN-RECHECK OPERATION-WORKS OKAY.

WARRANTY	CLAIM NO	OPERATION NO	CLAIM NO	OPERATION NO
	093703-01	22943013	093703-01	0794302
	093707-01	229430		

JOB NUMBER : 2 OPERATION 65173RUMTR OD. DESC. ROOF MOTOR/SWITCH

SOLE TYPE : 01 TECHNICIAN NO/01 700

COMPLAINT : CUSTOMER STATES SUNROOF DOES NOT ALWAYS OPEN WHEN SWITCH
IS ACTIVATED
CCC 104

CAUSE : BASIC 00703 CD 02

CORRECTION : CHECK SUNROOF INTERMITTENTLY NOT WORKING-OBSERVED SUNROOF
TILT AND SLIDE 10 TO 15 TIMES -NO PROBLEM FOUND-COULD NOT
DIAGNOSE CONCERN-

WARRANTY	CLAIM NO	OPERATION NO	CLAIM NO	OPERATION NO
	093703-02	NDF		

JOB NUMBER : 3 OPERATION 61172 OD. DESC. MOLDING/TRIM

SOLE TYPE : 01 TECHNICIAN NO/01 700

COMPLAINT : CUSTOMER STATES PLASTIC TRIM IS BUCKLED AT PASSENGER SIDE
WIDEN
CCC 044

CAUSE : BASIC 00703 CD 02

CORRECTION : CHECK RIGHT SIDE WIDEN BOWING-REMOVED BOW TO CHECK
MOUNTING CLIP OXY-TRIM SEEMS TO BE WARRIED-ORDERED NEW
CONEL.

JOB NUMBER : 4 OPERATION 62117 OD. DESC. MID BODY

SOLE TYPE : 01 TECHNICIAN NO/01 700

COMPLAINT : CHECK D/R OF HOOD NEAR WINDSHIELD
MISALIGNED
CCC 002

CAUSE : BASIC 14412 CD 07

CORRECTION : CHECK PASSENGER SIDE OF HOOD-NOT ALIGNED-REMOVED W/ HOOD
THE REAR CORNER OF HOOD SENT QUALITY CONTROLING ON DEL
NOTE OUTSIDE DEL-DOES LIKE SOMEONE TRIED TO ADJUST.

00 10 17 20
11 15 19

HISTORY SYSTEM

45
0000 0

WARRANTY * CLAIM NO. OPERATION NO CLAIM NO. OPERATION NO
00707-06 145100

TOR NUMBER * 5 OPERATION 49117 00 0000 0000

DATE TIME * 01 TECHNICAL NOVEL 734
COMPLAINT * CHECK O/R BOOK FOR SCRATCHES
COISE *
CORRECTION *

09/06/0000
11-17-87

VEHICLE HISTORY LISTING

363

DATE

CUSTOMER NAME : ANTHONY W/STEPHONIE SMON PART NO. : INCCM0007V0444801

P.O. NO. : 00660 P.O. DATE : 09/06/0000 P.O. TYPE : C
MILEAGE : 15 ADULTS NO. : 000

JOB NUMBER : 1 CORRECTION 0317001 DO DEPO, DOT NEW MEXICO

ROLE TYPE : T TECHNICIAN NO(S) : 244
COMPLAINT : PERFORM DOT 150 00
STATE INSPECTION \$25.00 EXEMPT EMISSION \$25.00 12.00 STICKER
CAUSE : FRT ROOVER -- REAR ROOVER. --- TIRE2---
---12/32 B-----12/32 B-----12/32 OX1
CORRECTION : COMPLETED DO STATE INSPECTION
4108905241
EMISSION EXEMPT STICKER #1M03609990

JOB NUMBER : 2 CORRECTION 0317001 DO DEPO, DIAGNOSE WINDOWS

ROLE TYPE : W TECHNICIAN NO(S) : 15
COMPLAINT : DRIVERS FRONT WINDOW OFF TRACK
CCC 807
CAUSE : BOSTO 21419 CC 36
CORRECTION : REMOVED DRIVERS DOOR PANEL-FOUND TRACK BENT-
REMOVED WINDOW AND WINDOW RIN-REBATED TRACK-REINSTALLED
ALL DATA-RECHECK OKAY-

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.
092500-02 2394308 000400-02 23943014
092500-02 239430

Craig Thor Kimmel, Esquire
Identification No. 57100
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

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

THOMAS E. WREN AND
ROXANE M. WREN
11 Stillwater Circle
Dillsburg, PA 17019

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

AUGUST 2002

v.

CIVIL ACTION

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

003838

COMPLAINT
CODE: 1900

1. Plaintiffs, Thomas E. Wren and Roxane M. Wren, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 11 Stillwater Circle, Dillsburg, PA 17019.
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 11, 2000, Plaintiffs purchased a new 2000 Mercury Sable, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1MEFM55S1YA638218.
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 \$35,051.76. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

13. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

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

15. L. B. Smith Lincoln Mercury is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about October 11, 2000, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

22. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective transmission; defective brakes; vehicle out of service for over thirty days. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

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

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

40. 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.

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. 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."

47. 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.*

48. 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:

(vi). 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.

49. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

50. 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.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand 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: 
CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

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



CRAIG THOR KIMMEL, ESQUIRE
Attorney for Plaintiffs

LB Smith

LINCOLN - MERCURY, INC.

6391 CARLISLE PIKE MECHANICSBURG, PA 17055

PHONE (717) 697-2273 • (800) 946-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

PAID JUN 03 2002

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

INVOICE TO: [REDACTED] OTHER INFORMATION -- INVOICE: C99148

DILLSBURG PA

DILLSBURG PA

EXT: ROTA

COMPANY: ROZANE WFR

FOR OFFICE USE

TAG: 0157 ADV: 211 ALBURGER, INVOICE: PRELIM CJS # C TA
MFD: 15E107 TAX RULES: TNIN INVOICED: 06/03/2002 16:26:08
ODOMETER IN: 34936 DIST: FHC
DATES BEGINS: 06/03/02 DUES: 06/03/02

VEHICLE INFORMATION

VIN: 1NFBES617A638218 LICENSE NUMBER: PA ACS7625
00 MERCURY SABLE LS PREMIUM 4DR SDN BROWN
STOCK#: 0000345
DATES IN SERVICE: 101300 PRODUCTION: 052600 SOLD: 101100

CONCERN 534 C/S CHECK TIRES FOR ROTATE & PROVIDE P&A FOR GOOD YEAR ATIVAS
CORRECTION ROTATED TIRES, EST FOR GOODYEAR TIRES 1) EAGLE GA @ 637.70, 2)
COMMENT AQUA TREAD II @ 493.90, 3) REGATTA III @ 446.90
FACTORY TECH: 134 - JONES, GLENN S

OPERATION	TECH	HOURS	AMOUNT
ROTATED TIRES	134	.35	9.00

TYPE: C

SUBTOTAL	
LAB-MECHANICAL	9.00
TOTAL CHARGE FOR CONCERN	9.00

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C99148	
LAB-MECHANICAL	9.00
SUB-TOTAL	9.00
PA STATE SALES/USE TAX	.54
TOTAL CHARGE	9.54

PAYMENT DISTRIBUTION FOR INVOICE C99148	
TOTAL CHARGE	9.54
CASH DUE	9.54

LABOR RATE: 62.00 HR
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WAR - WARRANT
IF YOU HAVE ANY QUESTIONS - PLEASE SEE THOMAS C ALBURGER

PAGE 1
LAST PAGE

at Tech 430p

PLAINTIFF'S EXHIBIT
B

R083-608 18281

LB Smith

LINCOLN - MERCURY, INC.

6391 CARLISLE PIKE MECHANICSBURG, PA 17055

PHONE (717) 897-2273 • (800) 946-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE.

INVOICE TO		DRIVER/DINER INFORMATION -- INVOICE# W99146	
[REDACTED]		[REDACTED]	
DILLSBURG PA [REDACTED]	EXT: ROSA	DILLSBURG PA [REDACTED]	EXT: ROSA
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 0157 ADV: 211 ALBURGER, INVOICE: PRELIM WAR W C TR		VIN 1NEFM3551YA638218 LICENSE NUMBER: PA AC33825	
MFO: 15E107 TAX RATES: YINNY INVOICED: 06/03/2002 16126100		CO MERCURY GABLE LB PREMIUM 4DR SED BROWN	
QUICKMETER IN: 34936		STOCK# 80000345	
DATES BGIN: 06/03/02 DONE: 06/03/02		DATES INSERVICE: 101300 PRODUCTION: 052600 SOLD: 101100	
CONCERN 51	C/R BRAKE LIGHT INOP (NOTE, BRAKE LIGHTS FLASHED ON ONCE WHEN TAGGED)	OPERATION	TECH HOURS AMOUNT
CAUSE	BRAKE SWITCH INOP	13480A	134 .3
CORRECTION	SWITCH-STOP LAMP - REPLACE		
	PART NUMBER FOR NOTE DESCRIPTION QTY SELL		
	FMC SN 5472 SN 881-8TP LP 1		
FACTORY	TECH: 134 - JONES, GLENN S CERT#: 19-385-920		
	SVC PART : F DAMAGE CD : F CONCERN CD: K20 COND CODE : 42		
	FAIL CODE : F AUTH : TCA		
CONCERN 52	C/R TRANS WHINES OUT AND SHIFTS HARD FROM STOPS & NOTES HARD: SHIFT INTO D.D.	OPERATION	TECH HOURS AMOUNT
CAUSE	TRANS SHIFTS HARSHLY	12650D	134 .2
CORRECTION	EEC (QUICK TEST) - DIAGNOSIS		
52-1	EXTRA TIME TO REPEAT FINN QUICK TEST	12650DX1	134 .1
COMMENT	RELATED TO LINE #52, PCM SENSING BRAKE LIGHT ON		
FACTORY	TECH: 134 - JONES, GLENN S CERT#: 19-385-920		
	SVC PART : F DAMAGE CD : F CONCERN CD: P66 COND CODE : 42		
	FAIL CODE : F AUTH : TCA		
	LINE AUTH: TA 060302 13116		
52-1	DAMAGE CD : F CONCERN CD: P66 COND CODE : 42 FAIL CODE : F		
	AUTH : TCA		
PAYMENT DISTRIBUTION FOR INVOICE W99146			
LABOR RATE: \$4.00 HR			
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
[Handwritten notes]			

CUSTOMER

RO83-088 10282

LB Smith

LINCOLN - MERCURY, INC.

6391 CARLISLE PIKE MECHANICSBURG, PA 17055

PHONE (717) 697-2273 • (800) 946-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE

INVOICE TO		OWNER/OWNER INFORMATION -- INVOICE: W98242	
[REDACTED]		[REDACTED]	
[REDACTED] PA [REDACTED]		[REDACTED] PA [REDACTED]	
[REDACTED] EXT: RD1A		[REDACTED]	
FOR OFFICE USE		COMPANY: ROXANE WISEN	
TAG# 0572 ADV# 206 GILBERT, INVOICE# PRELIM MAR C W NO		VIN (HEFH55E1YA63021R	
MFG# 15E107 TAX RULE# YN1111 INVOICED: 05/06/2002 10:50:12		LICENSE NUMBER: PA ACS2825	
ODOMETER IN: 94034		00 MERCURY 98LE LS PREMIUM 4DR SDN BROWN	
DATED BEGIN: 05/06/02 DONE: 05/06/02		STOCK# 00000345	
		DATED INSERVICE: 101300 PRODUCTION# 052600 SOLD: 101100	
CONCERN 51 C/S CRUISE CONTROL DOESN'T HOLD SPEED GOING DOWN HILLS		OPERATION	TECH HOURS AMOUNT
CAUSE CRUISE DOESN'T HOLD SPEED		NP	108 .3
CORRECTION NO PROBLEM FOUND			
FACTORY TECH# 108 - LEBG, JEFF L			
SVC PART 1 F		DAMAGE CD 1 F	CONCERN CD 1 A27
FAIL CODE 1 F		AUTH 1 NO	COND CODE 1 42
PAYMENT DISTRIBUTION FOR INVOICE W98242			
LABOR RATE: 53.87 HR			
ATTENTION! THE FOLLOWING INVOICES ALSO EXIST			
CUS - CUSTOMERPAY			
IF YOU HAVE ANY QUESTIONS - PLEASE EEL MATTHEW GILBERT			

CUSTOMER

R983-898 18283

LB Smith

LINCOLN - MERCURY, INC.

8381 CARLISLE PIKE MECHANICSBURG, PA 17055

PHONE (717) 897-2273 • (800) 846-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

CK# 5481
TRK
AD 02/13/02

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE.

INVOICE TO		BILL TO		OWNER INFORMATION		INVOICE#	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
DILLSBURG PA [REDACTED]		DILLSBURG PA [REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
FOR OFFICE USE				VEHICLE INFORMATION			
TAG: 0875		ADV: 211 ALBURGER, INVOICE# PRELIM CUE C W 1A		VIN (MFWSS)1A638218		LICENSE NUMB# PA A82825	
MFG: 15E107		TAX RULES: YN1NK INVOICE# 02/13/2002 10:36:32		00 MERCURY 3ABE		LS PREMIUM 4DR SEDN BROWN	
ODOMETER IN: 20409		DIST: FMC		BTCK# 00000345		[REDACTED]	
DATES BEGIN: 02/13/02		DATES DONE: 02/13/02		DATES IN SERVICE: 101300		PRODUCTION# 052600	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
CONCERN 01 DUE FOR OIL CHANGE AND LUBE		OPERATION		TECH		HOURS	
CORRECTION CHANGED OIL & FILTER AND LUBE		01		132		.3 #	
PART NUMBER		QTY		SELL		AMOUNT	
FMC FL 820 S		15		[REDACTED]		[REDACTED]	
C20 105M308		68		[REDACTED]		[REDACTED]	
FACTORY TECH# 132 - SHEPPS, DAVID G		TOTAL CHARGE FOR CONCERN		[REDACTED]		23.75	
TYPE: C		[REDACTED]		[REDACTED]		[REDACTED]	
CONCERN 03 STATE INSPECTION		OPERATION		TECH		HOURS	
CAUSE A12382704 4/03		0399		132		.4 #	
CORRECTION BRAKES LF=7B, RR=3R TIRES ALL=4/32		TOTAL CHARGE FOR CONCERN		[REDACTED]		.00	
COMMENT 0399		[REDACTED]		[REDACTED]		[REDACTED]	
FACTORY TECH# 132 - SHEPPS, DAVID G		[REDACTED]		[REDACTED]		[REDACTED]	
TYPE: C		[REDACTED]		[REDACTED]		[REDACTED]	
CONCERN 04 NEEDS TIRES ROTATED		OPERATION		TECH		HOURS	
CORRECTION COMPLETED		04		132		.3 #	
FACTORY TECH# 132 - SHEPPS, DAVID G		TOTAL CHARGE FOR CONCERN		[REDACTED]		9.00	
TYPE: C		[REDACTED]		[REDACTED]		[REDACTED]	
CONCERN 51 C/S VIBRATION AT HIGHWAY SPEEDS, SUSPECTS NEED TO BALANCE TIRES		OPERATION		TECH		HOURS	
CORRECTION ROADTEST TO VERIFY, INSP & BALANCE TIRES, REPAIRED LEFT REAR TIRE,		BALANCE TIRES		132		1.3 #	
COMMENT PLUG HOLE		TOTAL CHARGE FOR CONCERN		[REDACTED]		62.00	
FACTORY TECH# 132 - SHEPPS, DAVID G		[REDACTED]		[REDACTED]		[REDACTED]	
TYPE: C		[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]		SUBTOTAL		[REDACTED]		62.00	
[REDACTED]		LAB-MECHANICAL		[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	

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ROB3-888 18284

ON LINE SERVICE AVAILABLE BY [REDACTED]

TO REQUEST PARTS OR SERVICES CALL 1-800-858-8888 EXT. 8888

LB Smith

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6391 CARLISLE PIKE MECHANICSBURG, PA 17056

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INVOICE TO: MRYN, THOMAS E
FOR OFFICE USE
TRG: 0675 ADV: 211 ALBURDOR INVOICED: 02/13/2002 10:36:32 TA
TYPE: C

DRIVER/OWNER INFORMATION -- INVOICE: 095583
MRYN, THOMAS E
VEHICLE INFORMATION
00 BABY BROWN LICENSE NUMBER: PA ACS2825

GRAND TOTALS		TOTAL CHARGE FOR CONCERN	62.00
SUMMARY OF CHARGES FOR INVOICE 095583		PAYMENT DISTRIBUTION FOR INVOICE 095583	
PARTS	17.49	TOTAL CHARGE	100.44
LAB-MED-ANJCN	77.26	CASH DUE	100.44
SUB-TOTAL	94.75		
PA STATE SALES/USE TAX	5.69		
TOTAL CHARGE	100.44		

LABOR RATE: 62.00 HR

PA STATE INSP

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

WAR - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE THOMAS C ALBURDOR

PAGE 2
LAST PAGE

OR
245

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INVOICE TO		VEHICLE INFORMATION -- INVOICE # 5543	
[REDACTED]		[REDACTED]	
BILL TO		BILL TO	
[REDACTED]		[REDACTED]	
EXT: R02A		EXT: R02A	
COMPANY: ROYAL WREN			
FOR OFFICE USE		VEHICLE INFORMATION	
TAG# 0875 ADV# 211 ALBURGER, INVOICE# PRELIM WAR C W TA		VIN 1MFW55S17A698218 LICENSE NUMBER PA ACS2625	
MFG# 152107 TAX RULE# 1Y1AN INVOICED: 02/13/2002 10136132		00 MERCURY SABLE LS PREMIUM 4DR SDN BROWN	
ODMETER (MI) 28409		STOCK# 0000345	
DAYS BEGIN 02/13/02 DONE: 02/13/02		DAYS INSERVICE: 101300 PRODUCTION 052600 SOLD: 101100	
CONCERN S2 C/S TRUNK DOES NOT FULLY OPEN W/REMOTE, D.K. OPENING W/INT SWITCH		OPERATION TECH HOURS AMOUNT	
CAUSE REAR TRUNK NOT OPENING UP ENOUGH		999A 132 .2	
CORRECTION ADJUSTED TRUNK SPRING TENSION			
FACTORY TECH# 132 - STEFFS, DAVID G		CERT# 19169211	
SVC PART : F		DAMAGE CD : F	
FAIL CODE : F		CONCERN CD: L15	
		COND CODE : 42	
		AUTH : TCA	
		PATIENT DISTRIBUTION FOR INVOICE #999999	
LABOR RATE: \$3.87 HR			
FRTE STATE INSP			
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
DUS - CUSTOMERPAY			
IF YOU HAVE ANY QUESTIONS - PLEASE SET THOMAS C ALBURGER			

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INVOICE TO: [REDACTED] BILL NUMBER INFORMATION: INVOICE #90475

GILLSBURG PA [REDACTED] EXT: RDIA [REDACTED] COMPANY: ROJANE WREN

FOR OFFICE USE: TAG# 0446 ADV# 211 ALBURGER, INVOICE# PRELIM W/R W/C TA MFG: 13E107 TAX RULES: YN1M INVOICED: 07/14/2001 10:24:06 ODOMETER: IN1 21228 DIST: FMC DATES BEGIN: 07/05/01 DONE: 07/14/01

VEHICLE INFORMATION: VIN 1MEF0551Y6A39218 LICENSE NUMBER: PA A63825 00 MERCURY SABLE LS PREMIUM 4DR SDN 5700M STOCK# 00000345 DATES INSERVICE: 10/300 PRODUCTION: 052600 SOLD: 10/1/00

CONCERN	CAUSE	CORRECTION	OPERATION	TECH	HOURS	AMOUNT
51	C/S TRANS LIGHT FLASHING	TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE	7000A	123	5.0	
51-1	EXTRA TIME FOR POST ROAD TEST, (AFTER REPAIR)		7000A:0	123	.2	
51-2	TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH		7000A:1	123	.2	
51-3	ELECTRONIC TRANSMISSION DIAGNOSIS - DIAGNOSIS		7000F	123	1.2	
51-4	PIN POINT TEST - DIAGNOSIS		7000F2	123	.3	

PART NUMBER	QTY	NOTE	DESCRIPTION	STY	SELL
FMC 1F12 7000 E27M	1R		TRANS & CONV A REINF		
001 1F12 7000 E27M	1		CORE OIL RTMFO		
001 1F12 7000 E27M	1		CORE OIL REMFO		
FMC ALLOWANCE	1B		*****		

FACTORY	TECH	COND CODE	FAIL CODE	CONCERN CD	COND CODE	FAIL CODE
TECH 123 - MEX, DRAG A						
SVC PART : F		DAMAGE CD : F		CONCERN CD: G29	COND CODE : 42	
FAIL CODE : F		ALTH : TCA				
51-1 DAMAGE CD : F		CONCERN CD: G29		COND CODE : 42	FAIL CODE : F	
ALTH : TCA						
51-2 DAMAGE CD : F		CONCERN CD: G29		COND CODE : 42	FAIL CODE : F	
ALTH : TCA						
51-3 DAMAGE CD : F		CONCERN CD: G29		COND CODE : 42	FAIL CODE : F	
ALTH : TCA						
51-4 DAMAGE CD : F		CONCERN CD: G29		COND CODE : 42	FAIL CODE : F	
ALTH : TCA						

PAYMENT DISTRIBUTION FOR INVOICE #90475

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INVOICE TO: [REDACTED] PER INFORMATION -- INVOICE: 039910

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

MECHANICSBURG PA [REDACTED] MECHANICSBURG PA [REDACTED]

COMPANY: [REDACTED] ROYAL WREN

FOR OFFICE USE: TAG: 0037 ADV: 211 ALBURDER, INVOICE: PROLN DUG W C TA
MFG: 15C107 TAX RULES: YMINN INVOICED: 08/30/2001 15:32:58
DIAMETER IN: 20904 DIST: FNC
DATES BEGIN: 08/17/01 DONE: 08/20/01

VEHICLE INFORMATION: VIN 1NEP35301Y668218 LICENSE NUMBER: PA A02208
00 MERCURY SABLE LS PREMIUM 4DR SDN BROWN
STOCK# 00000345 DATES INSERVICE: 101300 PRODUCTION: 052800 COL#: 101100

CONCERN	STATE	INSPECTION	OPERATION	TECH	HOURS	AMOUNT
03	PA	STATE INSPECTION	03	123	.4	15.00
CAUSE: A119683479 04/02						
CORRECTION: BRAKES FRT=108, RR=7R TIRES ALL=7/32						
FACTORY TECH: 123 - MEDX, CRAIG A						
TYPE: C						
TOTAL CHARGE FOR CONCERN						15.00

04	PA	ROTATED TIRES DUE TO TIRE WEAR, NO CHARGE	04	130	.0	.00
CORRECTION: ROTATED TIRES						
FACTORY TECH: 130 - JELL, KEVIN D						
TYPE: C						
TOTAL CHARGE FOR CONCERN						.00

GRAND TOTALS						
SUMMARY OF CHARGES FOR INVOICE 039910						
LAB-MECHANICAL		15.00				
SUB-TOTAL		15.00				
PA STATE SALES/USE TAX		.90				
TOTAL CHARGE		15.90				
PAYMENT DISTRIBUTION FOR INVOICE 039910						
TOTAL CHARGE						15.90
CASH DUE						

LABOR RATE: 50.00 HR
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
WFR - WFRSMYTY
IF YOU HAVE ANY QUESTIONS - PLEASE SEE THOMAS C ALBURDER

OK [Signature]

W.C.D.
9/20/01
No Charge

PAGE 1
LAST PAGE

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INVOICE TO: [REDACTED] TRADER/OWNER INFORMATION -- INVOICE: #09910

[REDACTED] DILLSBURG PA [REDACTED]

[REDACTED] EXT: ROJA [REDACTED]

COMPANY: FOXANE WSEN

FOR OFFICE USE VEHICLE INFORMATION

TAG: 0007 ADV: 211 ALBUQUER, INVOICE: PRELIM WFR W C TA VIN 1MEFN55G11A438218 LICENSE NUMBER: PA A020025

NFB: 15E107 TAX RULES: YK1M INVOICED: 03/30/2001 15132158 00 MERCURY SABLE LS PREMIUM 4DR SDN BROWN

ODOMETER IN: 20904 DIST: FNC STOCK: 00000345

DATES BEGIN: 08/17/01 DONE: 09/30/01 DATES INSERVICE: 101300 PRODUCTION: 052600 COLD: 101100

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
50+	OILY WIPER MOTOR COVER	01524	108	.6	
CAUSE	01524				
CORRECTION	INSPECTION & REPL WIPER MOTOR COVER			.1	
	PART NUMBER	PN	NOTE	DESCRIPTION	QTY
	FNC 1F22	170532 CA		COVER & SWITCH ASY *	1
FACTORY	TECH 108 - LERO, JEFF L				
	SVC PART : F	MOD CODE : 01524	DAMAGE CD : F	CONCERN CD : A99	
	COND CODE : 02	FAIL CODE : F	AUTH : TCA		
51	C/S TRANS LIGHT COMES ON AT TIMES (CAME ON DURING RECENT TRIP TO NC, LIGHTING ON MOST OF LONG TRIP) USUALLY UP HILLS, SLOTTING: ACEL/HARD SHIFT	L20000	108	.5	
CAUSE	TRANS LIGHT ON & HRESH: SHIFTS				
CORRECTION	IGNITION SYSTEM - DIAGNOSIS				
51-1	PIN POINT TEST - DIAGNOSIS	12650045	108	.3	
51-2	MS DCL DISPLAY - TEST	12650030	108	.1	
51-3	MS RECORDER / MONITOR ROAD TEST - DIAGNOSIS	12650081	108	.5	
51-4	PCM REPROGRAMMING - TEST	12650024	108	.2	
51-5	ADDITIONAL TIME TO TEST OPERATION OF TRANSMISSION AND ROADTEST,	MT15650040	108	1.9	
FACTORY	TECH 108 - LERO, JEFF L				
	SVC PART : F	DAMAGE CD : F	CONCERN CD : G29	COND CODE : 42	
	FAIL CODE : F	AUTH : TCA			
51-1	DAMAGE CD : F	CONCERN CD : G29	COND CODE : 42	FAIL CODE : F	
	AUTH : TCA				
51-2	DAMAGE CD : F	CONCERN CD : G29	COND CODE : 42	FAIL CODE : F	
	AUTH : TCA				

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RO83-000 16200

PAGE 1

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INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: W99910	
[REDACTED]		[REDACTED]			
FOR OFFICE USE		VEHICLE INFORMATION			
TAG: 0037	ADVI 211 ALBURGER	INVOICED: 03/20/2001 15:22:38 TA	00 BABLE BROWN	LICENSE NUMBER: PA A22022	
51-3	DAMAGE CD : F AUTH : TCA	CONCERN CD: G29	COND CODE : 42	FAIL CODE : F	
51-4	DAMAGE CD : F AUTH : TCA	CONCERN CD: G29	COND CODE : 42	FAIL CODE : F	
51-5	DAMAGE CD : F AUTH : TCA	CONCERN CD: G29	COND CODE : 42	FAIL CODE : F	
CONCERN 52	C/D CD SKIPS AT TIMES	OPERATION	TECH	HOURS	AMOUNT
CAUSE	CD PLAYER SKIPS	NFT		130	.2
CORRECTION	NO PROBLEM FOUND AT THIS TIME				
COMMENT	ROADTESTED NUMEROUS TIMES, CHECKED ALL WIRING & C.D. OPS, O.K.				
FACTORY	TECH: 130 - ZELL, KEVIN D				
	SVC PART : F	DAMAGE CD : F	CONCERN CD: A15	COND CODE : 42	
	FAIL CODE : F	AUTH : TCA			
PAYMENT DISTRIBUTION FOR INVOICE W99910					
WAPER RATE: 53.97 HR					
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST					
CUB - CUSTOMERPA1					
IF YOU HAVE ANY QUESTIONS - PLEASE SEE THOMAS C ALBURGER					

WCD
90005
NO CHARGE

OK TCA

CUSTOMER

RO83-826 10298

B Smith

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INVOICE TO [REDACTED] BILLERSBURG PA [REDACTED] EXT: [REDACTED] ROIA [REDACTED]

DEALER/OWNER INFORMATION -- INVOICE# WS3500 [REDACTED] PA [REDACTED]

COMPANY: ROXANE WREN

FOR OFFICE USE

TAD: 0691 ADV: 211 ALBURGER, INVOICE: PRELIM WAR M C NG
 NFB: 15E107 TAX RULES: IN11W INVOICED: 05/08/2001 14:17:02
 ODOMETER IN: 12283 DIST: FNC
 DATES BEGIN: 05/08/01 DONE: 05/08/01

VEHICLE INFORMATION

VIN 1NEFP55511A628218 LICENSE NUMBER: PA A238205
 00 MERCURY SABLE LS PREMIUM ADR SON BROWN
 STOCK# 00000345
 DATES INSERVICE: 10/13/00 PRODUCTION: 052600 SOLD: 10/1/00

CONCERN	DESCRIPTION	OPERATION	TECH	HOURS	AMOUNT
51	ENBLEM DEFORMED ON STEERING WHEEL (INSTALL SFO)	MT3600	108	.6	
CAUSE	TRIM DEFORMED				
CORRECTION	REPLACE ENBLEM				
	PART NUMBER	POS	NOTE	DESCRIPTION	QTY
	FNC 1742 3600 CPA			KIT-WHL ASY STD (LT)	1
FACTORY	TECH: 108 - LEBO, JEFF L				
	SVC PART : F	DAMAGE CD : F		CONCERN CD: T90	COND CODE : 34
	FAIL CODE : E	AUTH : NO			

PAYMENT DISTRIBUTION FOR INVOICE WS3500

LABOR RATE: 52.10 HR
 ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
 CUS - CUSTOMERPHY
 IF YOU HAVE ANY QUESTIONS - PLEASE SEE THOMAS C ALBURGER

DATE: 05/08/01

Thomas C Alburger

LB Smith

LINCOLN - MERCURY, INC.

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HOURS: MONDAY-FRIDAY 7:30 AM - 6:00 PM

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INVOICE TO		BILLER/OWNER INFORMATION -- INVOICE: W68927			
[REDACTED]		[REDACTED]			
BILLSBURG	PA	BILLSBURG	PA		
[REDACTED]		[REDACTED]			
EXTI		ROIA			
COMPANY: [REDACTED]		[REDACTED]			
FOR OFFICE USE		VEHICLE INFORMATION			
TAG: 0248	ADV: 204 GILBERT, INVOICE: PRELIM MAR W C MG	VIN 1MEFM35511A630218	LICENSE NUMBER: PA ACS2025		
MFG: 15E107	TAX RULES: YUNN INVOICED: 04/19/2001 14:38:40	00 MERCURY SABLE	LS PREMIUM: 4DR SDN BROWN		
ODOMETER IN: 11857	DIST: FRC	STOCK: 00000345			
DATES BEGIN: 04/19/01	DONE: 04/19/01	DATES IN SERVICE: 101300	PRODUCTION: 052600		
CONCERN 51 C/S CHECK TRANSABLE LIGHT ON (HAPPEND 1 TIME)		OPERATION	TECH	HOURS	AMOUNT
CRUSE TRANSABLE LIGHT		126500	134	.2	
CORRECTION EEC - (QUICK TEST) - DIAGNOSIS					
FACTORY TECH: 134 - JONES, GLENN S		CERT#: 19-365-920			
SVC PART : F		CONCERN CD: E29		COND CODE : 28	
FAIL CODE : F		DAMAGE CD : F		AUTH : MG	
PAYMENT DISTRIBUTION FOR INVOICE W68927					
LADY RATE: 52.10 HR					
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST					
CUS - CUSTOMERPAY					
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MATTHEW GILBERT					

ONLINE SERVICE INVOICES BY 1/1/01

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INVOICE TO		CUSTOMER INFORMATION -- INVOICE# W55441				
[REDACTED]		[REDACTED]				
CITY: [REDACTED] PA [REDACTED]		CITY: DILLSBURG PA [REDACTED]				
EAT: ROXA		COMPANY: ROXANE WREN				
FOR OFFICE USE		VEHICLE INFORMATION				
TAG# 0907 ADV# 206 BILBERT, INVOICE# PRELIM WAR W MG		VIN 1HEFW35511A638218 LICENSE NUMBER: PA A623825				
MFG# 15E107 TAX RULES: TRIM INVOICE# 04/05/2001 14:15:41		00 MERCURY SABLE LS PREMIUM 4DR SW BROWN				
ODMETER IN: 10581		STOCK# 00000345				
DATES BEGIN: 04/05/01 DONE: 04/05/01		DIST: FMC				
		DATES INSERVICE: 101300 PRODUCTION# 082600 SOLD: 101100				
CONCERN 50	RECALL 01808 BRAKE LIGHT SWITCH	OPERATION	TECH HOURS	AMOUNT		
CAUSE	OPEN RECALL	018088	110	.4		
CORRECTION	PERFORM RECALL 01808			.1		
	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL
	FMC 6W 5492			SM ASY-STP LP	1	
FACTORY	TECH: 110 - HODGES, DON ALL					
	SVC PART : F		PROG CODE : 01808	DAMAGE CD : F		CONCERN CD: A99
	COND CODE : 82		FAIL CODE : F	AUTH : MG		
CONCERN 51	L/S SUNROOF SHADE CLOSSES WHEN BRAKING & WHEN SUNROOF IS CLOSED	OPERATION	TECH HOURS	AMOUNT		
CAUSE	SUNROOF SHADE CLOSSES BY ITSELF	SHADE	110	.0		
CORRECTION	ADJUSTED SHADE					
FACTORY	TECH: 110 - HODGES, DON ALL					
	SVC PART : F		DAMAGE CD : F	CONCERN CD: A99		
	FAIL CODE : F		AUTH : MG	COND CODE : 82		
CONCERN 52	EMBLEM ON STEERING WHEEL IS DEFORMED	OPERATION	TECH HOURS	AMOUNT		
CAUSE	EMBLEM DEFORMED	999A	110	.2		
CORRECTION	REPOSITION EMBLEM					
FACTORY	TECH: 110 - HODGES, DON ALL					
	SVC PART : F		DAMAGE CD : F	CONCERN CD: T90		
	FAIL CODE : F		AUTH : MG	COND CODE : 34		
PAYMENT DISTRIBUTION FOR INVOICE W55441						
LABOR RATE: \$2.10 HR						

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LB Smith

LINCOLN - MERCURY, INC.

8391 CARLISLE PIKE MECHANICSBURG, PA 17065

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INVOICE TO		DRIVER/OWNER INFORMATION		INVOICE: K34290		
[REDACTED]		[REDACTED]		[REDACTED]		
DILLSBURG PA [REDACTED]		DILLSBURG PA [REDACTED]		[REDACTED]		
EXT: ROMA		COMPANY: ROZANE WREN		[REDACTED]		
FOR OFFICE USE			VEHICLE INFORMATION			
TAG: 0090	ADV: 206 GILBERT,	INVOICE: PRELIM MAR N C	NO	VIN 1MEFF36617AL38219	LICENSE NUMBER: PA ACS2825	
MFD: 12E107	TAX RULES: TRIMM	INVOICED: 02/27/2001 16:26:04	00	00 MERCURY SABLE	LS PREMIUM 4DR SDN BRONK	
ODOMETER IN: 8293		DIST: FNC		STOCK# 00000345		
DATES	BEGIN: 02/27/01	END: 02/27/01		DATES	IN SERVICE: 101300 PRODUCTION: 052600 SOLD: 101100	
CONCERN 51	C/S TRANS LIGHT WAS ON		OPERATION	TECH	HOURS	AMOUNT
CAUSE	TRANS LIGHT ON		CM	123	.0	
CORRECTION	COULD NOT DUPLICATE PROBLEM					
FACTORY	TECH: 123 - MECK, CRAIG A					
	SVC PART : F	DAMAGE CD : F	CONCERN CD: A99	COND CODE : 82		
	FAIL CODE : F	AUTH : NG				
CONCERN 52	C/S VIBRATION IN STEERING WHEEL AT TIMES WHILE DRIVING AT HIGHWAY SPEEDS		OPERATION	TECH	HOURS	AMOUNT
	60-70 MPH		10070	123	.6	
CAUSE	VIB WHEN DRIVING					
CORRECTION	NOISE/VIBRATION/HARSHNESS - DIAGNOSIS					
	52-1 WHEEL AND TIRE ASSEMBLY - BALANCE OK CHASSIS - BALANCE		1015CT	123	1.2	
FACTORY	TECH: 123 - MECK, CRAIG A					
	SVC PART : F	DAMAGE CD : F	CONCERN CD: N24	COND CODE : D9		
	FAIL CODE : F	AUTH : NG				
	52-1 DAMAGE CD : F	CONCERN CD: N24	COND CODE : D9	FAIL CODE : F		
	AUTH : NG					
CONCERN 54	C/S SUNROOF PANEL LOOSE, WHEN PANEL IS OPEN WHILE DRIVING IT MOVE TO		OPERATION	TECH	HOURS	AMOUNT
	WHEREIT ALMOST CLOSES		CM	123	.0 B	
CAUSE	SUNROOF PANEL LOOSE					
CORRECTION	COULD NOT DUPLICATE PROBLEM					
FACTORY	TECH: 123 - MECK, CRAIG A					
	SVC PART : F	DAMAGE CD : F	CONCERN CD: A99	COND CODE : 82		
	FAIL CODE : F	AUTH : NG				

LB Smith

LINCOLN - MERCURY, INC.

6391 CARLISLE PIKE MECHANICSBURG, PA 17065

PHONE (717) 687-2273 • (800) 946-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW

Trane Wren

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE.

INVOICE TO: [REDACTED] COMPANY: [REDACTED] INVOICE # 92119

DILLSBURG PA DILLSBURG PA

FOR OFFICE USE

COMPANY: ROZANE WREN

VEHICLE INFORMATION

TAG: 0585 ADV: 205 MYERS, BR INVOICE# PRELIM MAR C M MC VIN 1HEFK35S1YA638218 LIC# PA ACS2825
MFG: 15E107 TAX RULES: 1N1NM INVOICED: 12/13/2000 16:20:38 00 MERCURY SABLE LS PREMIUM 4DR SEDN BRDN
ODOMETER IN: 4122 DIST: FVC STOCK# 00000345
DATES BEGIN: 12/13/00 DONE: 12/13/00 DATES IN SERVICE: 101300 PRODUCTION: 052600 SOLD: 101100

CONCERN	CAUSE	CORRECTION	COMMENT	OPERATION	TECH	HOURS	AMOUNT
52	INSTALL SPO SEAT BACK FOR REAR CENTER SEAT, LEATHER DEFORMED	REAR CENTER SEAT BACK LTHR DEFORM		RT63804	110	1.3	
	REPLACE SEAT BACK	REAR CENTER SEAT BACK LEATHER DEFORMED					
	PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	
	FVC YF12 5463804 CBA			CVR AST-RR BT CLSH L	1		
	010 W001220			*****	408		
FACTORY	TECH: 110 - HODGES, DON ALL						
	SVC PART : F	DAMAGE CD : F		CONCERN CD: 950		COND CODE : 34	
	FAIL CODE : F	AUTH : NC					
53	C/S R/R DOOR HARD TO OPEN, WORSE FROM INSIDE	RIGHT REAR DOOR HARD TO OPEN		999A	110	.2	
	ADJUST RIGHT REAR DOOR STRIKER AND LUBE	RIGHT REAR DOOR HARD TO OPEN					
FACTORY	TECH: 110 - HODGES, DON ALL						
	SVC PART : F	DAMAGE CD : F		CONCERN CD: 805		COND CODE : 41	
	FAIL CODE : F	AUTH : NC					

PAYMENT DISTRIBUTION FOR INVOICE #92119

LABOR RATE: 52.10 /HR

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

CLB - CUSTOMER/PAT

IF YOU HAVE ANY QUESTIONS - PLEASE SEE BRYAN H MYERS

LB Smith

LINCOLN - MERCURY, INC.

8391 CARLSLE PIKE MECHANICSBURG, PA 17055

PHONE (717) 897-2273 • (800) 946-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW X

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE.

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: 490816
 [REDACTED] PA [REDACTED] DILLSBURG PA [REDACTED]
 [REDACTED] EXT1 [REDACTED] [REDACTED] [REDACTED]
 COMPANY: [REDACTED] HOME: [REDACTED]

FOR OFFICE USE: TAG: 0692 ADV: 205 MYERS, BR INVOICE: PRELIM WAR W NC VIN 1NEPHE581TA638218 LICENSE NUMBER: PA ACS2825
 FGI 15E107 TAX RULES: YINW INVOICED: 11/01/2000 16105148 00 MERCURY SABLE LS PREMIUM 4DR SDN BROWN
 ODOMETER IN: 1876 DIST: FNC STOCK# 00000345
 DATES BEGIN: 11/01/00 DONE: 11/01/00 DATES INSERVICE: 101900 PRODUCTION: 082600 SOLD: 101100

CONCERN S1 BLOWER MTR FAN SWITCH NOT ALWAYS WORK, MUST KEEP PUSHING BUTTON OPERATION TECH HOURS AMOUNT
 CAUSE BLOWER FAN SWITCH INOP AT TIMES OK 108 .0 0
 CORRECTION OK AT THIS TIME
 COMMENT TEST OPERATION OF EATC. BLOWER MOTOR FUNCTION OK AT THIS TIME.
 FACTORY TECH: 108 - LEB0, JEFF L
 SVC PART : F DAMAGE CD : F CONCERN CD: NAC COND CODE : 08
 FAIL CODE : F AUTH : NC

CONCERN S2 FINISH ON CENTER DASH DEFORMED OPERATION TECH HOURS AMOUNT
 CAUSE CENTER DASH FINISH DEFORMED DSL 108 .0
 CORRECTION DSL FOR REPAIR
 COMMENT CENTER DASH FINISH DEFORMED
 PART NUMBER PDI NOTE DESCRIPTION RTI SELL
 FNC SUBLET/6518 SUB ***** 1B
 FACTORY TECH: 108 - LEB0, JEFF L
 SVC PART : F DAMAGE CD : F CONCERN CD: 190 COND CODE : 34
 FAIL CODE : F AUTH : NC
 PART AUTH: NC 110100 16101

CONCERN S3 RIGHT CENTER B PILLAR FINISH MARRD OPERATION TECH HOURS AMOUNT
 CAUSE B PILLAR FINISH DEFORMED DSL 108 .0
 CORRECTION DSL FOR REPAIR
 COMMENT B- PILLAR FINISH DEFORMED
 PART NUMBER PDI NOTE DESCRIPTION RTI SELL
 FNC SUBLET/4518 SUB ***** 1B
 FACTORY TECH: 108 - LEB0, JEFF L

CUSTOMER

RO83-008 18297

LB Smith

LINCOLN - MERCURY, INC.

6391 CARLSLE PIKE MECHANICSBURG, PA 17055

PHONE (717) 687-2273 • (800) 948-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

J U M
R T R

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE.

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X

INVOICE TO		OWNER/OWNER INFORMATION -- INVOICE# 892616				
FOR OFFICE USE		VEHICLE INFORMATION				
AD: 0692	AD: 205 MYERS, B	INVOICED: 11/01/2000 16:05:48	MC	00	SABLE BROWN	LICENSE NUMBER: PA A652826
SVC PART : F	DAMAGE CD : F	CONCERN CD : T90	COND CODE : 34			
FAIL CODE : F	AUTH : MC	LINE AUTH: MC 110100 16102 PART AUTH: MC 110100 16102				
CONCERN 54	LEATHER ON CENTER REAR SEAT THIN AND DEFORMED	OPERATION	TECH	HOURS	AMOUNT	
CAUSE	LEATHER ON CENTER REAR SEAT	SD	108	.0	.0 0	
CORRECTION	PARTS HAVE BEEN SPECIAL ORDERED					
COMMENT	ORDER SEAT BOTTOM					
FACTORY	TECH: 108 - LERO, JEFF L					
SVC PART : F	DAMAGE CD : F	CONCERN CD : MC	COND CODE : 08			
FAIL CODE : F	AUTH : MC					
CONCERN 55	TRIM FOR SUNROOF LOOSE	OPERATION	TECH	HOURS	AMOUNT	
CAUSE	SUNROOF TRIM LOOSE	OSL	108	.0	.0	
CORRECTION	DBL FOR REPAIR					
COMMENT	SUNROOF TRIM LOOSE					
FACTORY	TECH: 108 - LERO, JEFF L					
SVC PART : F	DAMAGE CD : F	CONCERN CD : T90	COND CODE : 33			
FAIL CODE : F	AUTH : MC	LINE AUTH: MC 110100 16103 PART AUTH: MC 110100 16103				
CONCERN 56	R/R DOOR STICKS - HARD TO OPEN FROM OUTSIDE	OPERATION	TECH	HOURS	AMOUNT	
CAUSE	RIGHT REAR DOOR HARD TO OPEN	999A	108	.2	.2	
CORRECTION	ADJUST RIGHT REAR DOOR TO OPEN PROPERLY					
COMMENT	RIGHT REAR DOOR HARD TO OPEN					
FACTORY	TECH: 108 - LERO, JEFF L					
SVC PART : F	DAMAGE CD : F	CONCERN CD : 805	COND CODE : 41			
FAIL CODE : F	AUTH : MC					
CONCERN 57	C/D C/D PLAYER SHUFFLE FUNCTION INOP	OPERATION	TECH	HOURS	AMOUNT	
CAUSE	CD PLAYER SHUFFLE FUNCTION INOP	MC	108	.0	.0 0	

J U M
R T R

J U M
R T R

CUSTOMER

RO83-008 16288

PAGE 2

LB Smith

LINCOLN - MERCURY, INC.

8381 CARLISLE PIKE MECHANICSBURG, PA 17055

PHONE (717) 897-2273 • (800) 948-1444

HOURS: MONDAY-FRIDAY 7:30 AM - 5:00 PM

JDD
NR

I ACKNOWLEDGE RECEIPT OF
THE PARTS AND LABOR
LISTED BELOW X

ALL PARTS ARE NEW UNLESS NOTED OTHERWISE.

INVOICE TO [REDACTED] POWER/OWNER INFORMATION -- INVOICE: W80616

FOR OFFICE USE VEHICLE INFORMATION

AG# 0632 ADV# 205 MYERS, B INVOICE# 11/01/2000 16:05:48 PC 00 SABLE BROWN LICENSE NUMBER: PA A23225

CORRECTION TEST OPERATION OF SHUFFLE AND NO PROBLEMS FOUND AT THIS TIME.

COMMENT CD PLAYER SHUFFLE FUNCTION INOP

FACTORY TECH# 108 - LERO, JEFF L

SVC PART : F

DAMAGE CD : F

CONCERN CD: WAC

COND CODE : 08

FAIL CODE : F

AUTH : MC

PAYMENT DISTRIBUTION FOR INVOICE W80616

LABOR RATE: 52.10 HR

IF YOU HAVE ANY QUESTIONS - PLEASE SEE BRYAN H MYERS

PAGE 3

LAST PAGE

ONLINE INVOICE SERVICES BY MCS

100
111

CUSTOMER

ROCK-800 18299

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

ATTORNEY FOR PLAINTIFF

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

JOHN HOPKINS, JR.
2246 Princeton Avenue
Philadelphia, PA 19149

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

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

CIVIL ACTION

**COMPLAINT
CODE: 1900**

1. Plaintiff, John Hopkins, Jr. , is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 2246 Princeton Avenue, Philadelphia, PA 19149.

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 April 14, 2000, Plaintiff purchased a new 2000 Ford Taurus, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAFP53UIYA119477.

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 \$16,869.72. 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)

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

15. Chapman Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about April 14, 2000, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective trunk hood; wind noise from exterior body; defective brakes; malfunctioning air vent; defective

seatbelt; defective molding on door; difficulty in shifting vehicle out of park; defective dashboard; noisy window; chronic ignition key malfunctions and cracked steering wheel. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. 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.

40. 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.

41. 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.

42. 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 III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. 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."

47. 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.

48. 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:

(vi). 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 or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

49. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

50. 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.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. 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

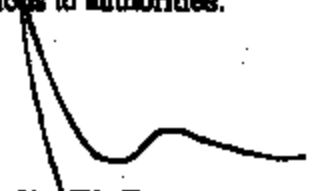
30 East Butler Pike

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

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 678-3638

P & A CODE: 01431

* TO HELP PROTECT OUR ENVIRONMENT, BREENY FORD NOW CHARGES FOR THE *
* REMOVAL OF HAZARDOUS WASTES AND MATERIALS ON CERTAIN REPAIRS ON *
* YOUR VEHICLE. CONSULT YOUR SERVICE ADVISOR FOR MORE DETAILS. *

6777	NAME ROBERT KEISLER	4974	638	DATE 06/21/00	INVOICE NO. F0C8444736
	CITY PHILADELPHIA	STATE PA	ZIP 19106	DEALER FORD/DAVOR RE	PHONE 75486
	VEHICLE MAKE FORD	VEHICLE MODEL TALUS	VEHICLE YEAR 98	DATE 03/14/00	INVOICE NO. 00047
	VEHICLE TYPE 4 DOOR SEDAN	VEHICLE COLOR BLACK	VEHICLE VIN 1F3P023528A104257	DATE 06/20/00	INVOICE NO. 00047
HILA, PA	SALES 15-332-0364	SALES EM 99U	SALES MI 3307	DATE 06/20/00	INVOICE NO. 00047

JOB 1 CHARGES

LABOR
1 24F0Z INTERIOR TRUNK HARD TO CLOSE
ADJUST HOOD AND STRIKER
K15-33,5440010, HOURS: 1.20 TECH(S):2950 WARRANTY

JOB 1 TOTALS

JOB 1 JOURNAL PREFIX F0C8 JOB 1 TOTAL 0.00

JOB 2 CHARGES

LABOR
2 24F0Z EXTERIOR BODY CK
PASS FRT BODY NOISE NOISE
WIND NOISE DIAG NO PROBLEM FOUND
K22-82,5420708, HOURS: 0.30 TECH(S):2950 WARRANTY

JOB 2 TOTALS

JOB 2 JOURNAL PREFIX F0C8 JOB 2 TOTAL 0.00

JOB 3 CHARGES

LABOR
3 16F0Z BRAKE SYSTEM
CK REAR BRAKES LOCKED UP AND SAM ENGINE
FULL WHEELS CK BRAKES 12-32 RCR IR 5-32
M17-42,2001, HOURS: 0.50 TECH(S):2950 WARRANTY

JOB 3 TOTALS

JOB 3 JOURNAL PREFIX F0C8 JOB 3 TOTAL 0.00

TECHNICIAN CERTIFICATION
2950 STEVEN R FELDMAN 0125

TOTALS

METHOD OF PAYMENT		TOTAL LABOR	0.00
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK No	TOTAL PARTS	0.00
<input type="checkbox"/> ANEX	<input type="checkbox"/> DISCOVER	TOTAL SUBLET	0.00
<input type="checkbox"/> VISA/HC	<input type="checkbox"/> Diner's Club	TOTAL S.O.V.	0.00
<input type="checkbox"/> A/R		TOTAL MISC CHG	0.00
RECEIVED BY	DATE	TOTAL MISC DLSC	0.00
		TOTAL TAX	0.00
		TOTAL INVOICE \$	0.00

SALES FOR YOUR SERVICE
29/hr to 100.00/hr
IL 4:30 P.M BY APPT.

Thank you very much for bringing your car to us for service -
It was a privilege to have served you!



CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3638



F & A CODE: 01401

* TO HELP PROTECT OUR ENVIRONMENT CHAPMAN FORD NOW CHARGES FOR THE *
* REMOVAL OF HAZARDOUS WASTE AND MATERIALS ON CERTAIN REPAIRS ON *
* YOUR VEHICLE. CONSULT YOUR SERVICE ADVISOR FOR MORE DETAILS. *

WORKER NO. 1777	NAME ROBERT WFIHLER	EMP. NO. 4974	DEPT. NO. 438	ISSUE DATE 06/21/00	ISSUE NO. FDCB446738
	DATE 06/21/00	TIME 9:00	TYPE FOREADOR RE	WORKER NO. 75426	
	VEHICLE MAKE FORD	VEHICLE MODEL TAURUS/SE 4 DOOR SEDAN	VEHICLE YEAR 99	VEHICLE VIN 1F4P3051Y9A20477	VEHICLE NO. 00047
ILA, PA				ISSUE DATE 06/20/00	ISSUE NO. M01 2307
PHONE NO. 5-392-0564					

BN 1 CHARGES

BN# 1 02F020JF 3/9/12/18/21/27H PER HOUR: TECH(S): 2950 11.00

CUSTOMER REQUEST ENGINE OIL AND FILTER CHANGE
LUBRICATE CHASSIS AND INSPECT ALL FLUID LEVELS
CUSTOMER REQUEST MAINTENANCE
PERFORM CUSTOMER REQUESTED MAINTENANCE SERVICE

RTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	FKFL4000	LMP	11.95	11.95
	1	E4FZ-6731-AB	FILTER 9AA741	0.00	
	1	K0-5W30-50P	MOTOR O 800423	0.00	
				TOTAL - PARTS	11.95

BN 1 TOTALS

LABOR PARTS

JOHN 1 JOURNAL PREFIX FDCS JOHN 1 TOTAL

SEC	CODE	DESCRIPTION	CONTROL NO
B 0 A		103 HAZARDOUS WASTE DISPOSAL	
			TOTAL - MIBC

TECHNICIAN CERTIFICATION

2950 STEVEN R FELDMAN 4129

TALS

METHOD OF PAYMENT

CASH CHECK No VISA/MC

AMEX DISCOVER DINER'S CLUB A/R

RECEIVED BY: *ZW* DATE: 07/21/00

TOTAL LABOR...
TOTAL PARTS...
TOTAL SUBLET...
TOTAL S.O.D...
TOTAL MISC SPS...
TOTAL MISC DISC...
TOTAL TAX...
TOTAL INVOICE \$

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
OUR LABOR RATE VARIES FROM \$17.25/HR TO \$80.00/HR
PENDING ON THE SERVICES PERFORMED
& OPEN SCHEDULE FROM 9:00 A.M. UNTIL 4:30 P.M. BY APPT.

[Signature]
CUSTOMER SIGNATURE



M/C
26.5

Thank you very much for bringing your car to us for service -
It was a privilege to have served you!



CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.

PHILADELPHIA, PA 19114

DIRECT SERVICE LINE (215) 678-3636

FAX: (215) 688-0370

www.chapmanautogroup.com



CUSTOMER NO. 65777	ROBERT KEISLER	4974	TAX NO. 5010	04/01/03
PHILA, PA	LABOR RATE	DDC9411	32,915	TORREADOR RE 73426
	00/FORD/TAURUS/SE 4 DOOR SEDAN			DELIVERY DATE 00,047
	I F A F P 5 3 U I Y A I 1 9 4 7 7			PRODUCTION DATE
215-332-0564	EP59U			03/27/03

JOB# 1 CHARGES

LABOR

MAKE PULSATION ALL SPEEDS
MACHINE ROTORS

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

TOTALS

METHOD OF PAYMENT

CASH CHECK No VISA/MC

AMEX DISCOVER DINER'S CLUB A/R

RECEIVED BY DATE

TOTAL LABOR.... 0.00

TOTAL PARTS.... 0.00

TOTAL SUBLET.... 0.00

TOTAL S.D.B.... 0.00

TOTAL MISC CHG. 0.00

TOTAL MISC DISC 0.00

TOTAL TAX..... 0.00

TOTAL INVOICE \$ 0.00

P.S. HAD CAR RUR. MAR. 27 TO APR. 1 - TO MAKE REPAIRS
ONLY THING LISTED - IS MACHINE ROTORS - P.P.P



CHAPMAN FORD SALES, INC.

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ACCOUNT NO. 65777	NAME ROBERT KEISLER	ADDRESS 4974	CITY 1304	DATE 12/11/02	PHONE 86351153
[REDACTED]	LABOR RATE	BOOK # 11	AMOUNT 30,605	FOREADOR RE	75426
PHILA, PA	007/000/TAURUS/SE 4 DOOR SEDAN	12/14/00		DELIVERY DATE	00,047
[REDACTED]	PLATE P 53 U 1 Y A 1 1 9 4 7 7	12/09/02		PRODUCTION DATE	
[REDACTED]	NUMBER PHONE	215-990	DATE COMPLETED		000000644

MISC. CHRG. DESCRIPTION CONTROL NO. TOTAL - MISC

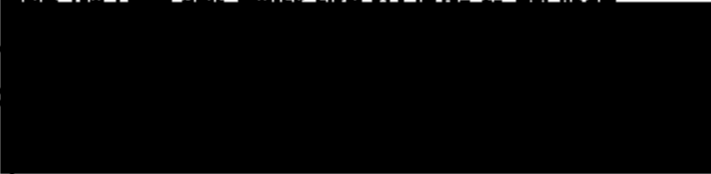
JOB # A 103 HAZARDOUS WASTE DISPOSAL 2.00

TOTAL 2.00

TOTALS

METHOD OF PAYMENT		TOTAL LABOR....	11.09
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK No	TOTAL PARTS....	12.95
	<input checked="" type="checkbox"/> VISA/MC	TOTAL SUBLET....	8.80
<input type="checkbox"/> AMEX	<input type="checkbox"/> DISCOVER	TOTAL S.O.G....	0.01
<input type="checkbox"/> DINNER'S CLUB	<input type="checkbox"/> A/R	TOTAL MISC CHG.	2.00
RECEIVED BY <i>[Signature]</i>	DATE <i>12/11/02</i>	TOTAL MISC DISC	0.80
		TOTAL TAX.....	1.68
		TOTAL INVOICE \$	27.63

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE



N/C
2767

PAID
DEC 11 2002



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Customer No: **65777**

Customer Name: **ROBERT KEYSLER** Address: **4974 W 2304** City: **PHILA, PA**

Phone: **XXXXXXXXXX** Fax: **XXXXXXXXXX**

Vehicle: **2004 FORD FUSION/SE 4 DOOR SEDAN** VIN: **P53U1YA119477**

Year: **2004** Mileage: **30,605** Color: **PEARL**

Model: **RE** Make: **FORD**

Order Date: **02/09/02** Invoice No: **0000000000**

JOB# 1 CHARGES

LABOR: **001002** ACCESSORIES: **PASS SIDE AIR VENT IN/OP** HOURS: **0.25** TECH(S): **6205**

VENT CLOSED

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL **0.00**

JOB# 2 CHARGES

LABOR: **002002** INTERIOR: **DRIVERS SIDE SEAT BELT IN/OP** HOURS: **0.25** TECH(S): **6205**

S40-42-54611809- INSTALL SEAT BELT ASSEMBLY

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	YF1Z-54611809-AAA	BEL & R 405068		0.00
TOTAL - PARTS				0.00

JOB# 2 TOTALS

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

JOB# 3 CHARGES

LABOR: **003002** BRAKE: **RESURFACE BRAKE ROTORS** HOURS: **0.25** TECH(S): **6205**

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCs JOB# 3 TOTAL **0.00**

JOB# 4 CHARGES

LABOR: **004002** CUSTOMER REQUEST: **ENGINE OIL AND FILTER CHANGE** HOURS: **0.25** TECH(S): **6205**

LUBRICATE CHASSIS AND INSPECT ALL FLUID LEVELS
 CUSTOMER REQUEST MAINTENANCE
 PERFORM CUSTOMER REQUESTED MAINTENANCE SERVICE

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	PKFLA00A	LOF	12.95	
1	MO-5K30-0SP	MOTOR OIL 5W30		
1	E4FZ-6731-AB	FILTER 966741		
TOTAL - PARTS			12.95	

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX FOCs JOB# 4 TOTAL **23.95**



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65777	ROBERT KEISLER	4974	8443	05/07/02	00000000
PHILA, PA	LABORER	00000001	24,323	CREADOR RE	00000000
	007/FORD/TAURUS/SE 4 DOOR SEDAN			05/14/00	00000000
	PP53UIYA119477			05/07/02	00000000
	EP59U				

JOB# 1 CHARGES
JOB# 1 88FIZ TRANSMISSION, AUTO. HOURS: 0.50 TECH(S) 6205 WARRANTY
 HARD TO GET OUT OF PARK
 REPLACE WIRE CONNECTOR FOR BRAKE SWITCH
 P09-42.14A411.

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	1F1Z-14A411-CA	WTR ASY 714118		0.00
TOTAL - PARTS				0.00

JOB# 1 TOTALS
JOB# 2 CHARGES JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 88FIZ BRAKE SYSTEM (S) HOURS: 1.50 TECH(S) 76205 WARRANTY
 BRAKE PULSATION
 MACHINE ROTORS
 R17-13.1126.

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
TOTAL - PARTS				0.00

JOB# 2 TOTALS
JOB# 3 CHARGES JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00
JOB# 3 3-02F0230F 1/9/12/18/ACTIVITY-SEE HOURS: 1.00 TECH(S) 6206
 CUSTOMER REQUEST ENGINE OIL AND FILTER CHANGE
 LUBRICATE CHASSIS AND INSPECT ALL FLUID LEVELS
 CUSTOMER REQUEST MAINTENANCE
 PERFORM CUSTOMER REQUESTED MAINTENANCE SERVICE

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	PKFLA00A	LIF	12.95	0.00
1	E4FZ-6731-AB	FILTER 956741	0.00	0.00
1	X0-5W30-QSP	MOTOR OIL 5W30	0.00	0.00
TOTAL - PARTS			12.95	

JOB# 3 TOTALS
 LABOR 11.00
 PARTS 12.95
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 23.95

SC	CODE	DESCRIPTION	CONTROL NO.	WARRANTY
10	A	103 HAZARDOUS WASTE DISPOSAL		2.00
TOTAL - MISC				2.00



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CUSTOMER NO. 65777	ROBERT KEISLER	4974	VEH # 8443	DATE 05/07/02	POS# 4956423
JOHN J HOPKINS JR 2246 PRINCETON AVE PHILA, PA 19149	LAST NAME	BOESCHLI	INVOICE	24,323	READOR RE
	VEH # 007FORD/TAURUS/SE 4 DOOR SEDAN			DATE	05/24/00
	VIN # P5EUIYA119477			ONLINE DEALER NO.	REGISTRATION DATE
	P.T. #			P. #	DATE COMPLETED
229992-0564	CHASSIS #	EP4990	DATE COMPLETED		INVOICE # 024327

TOTALS

METHOD OF PAYMENT

CASH CHECK No. *VISA/NC*

AMEX DISCOVER DINNER'S CLUB VR

RECEIVED BY *[Signature]* DATE *5/7/02*

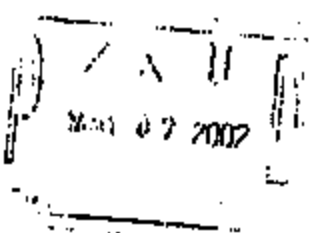
TOTAL LABOR....	11.00
TOTAL PARTS....	12.00
TOTAL SUBLET....	0.00
TOTAL B.O.B....	0.00
TOTAL MISC CHG.	2.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	1.88
TOTAL INVOICE \$	27.88

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE

[Redacted Area]

W/C

27.63





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CUSTOMER NO. 65777	ROBERT KEISLER	4974	TAX NO. 9303	06/12/02	POCS902914
PHILA, PA	LABOR RATE	W005911	MIAGE 27,923	PREADOR RE	P5426
	007FORD TAURUS/SE 4 DOOR SEDAN			05/27/00	DELIVERY 00-647
	TEMPLE # P 5 3 U I Y A I 1 9 4 7 7			SELLER DEALER NO.	PRODUCTION DATE
	P. T. L. NO.		P. D. NO.	08/07/02	
	ELDERLINE PREFIX			DATE COMPLETED	WARRANTY 7994

JOB# 1 CHARGES

LABOR # 2 16F0Z BRAKE SYSTEM HOURS: 1.10 TECH(S): 6205 WARRANTY
 BRAKE SHIMMY 60 MPH
 REPLACE FRT BRAKE ROTORS
 N17-23-1126-

ARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	2	YF1Z-1126-AA	DSC-FRT 405926		0.00
TOTAL - PARTS					0.00

JOB# 1 TOTALS

JOB# 2 CHARGES JOB# 2 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

LABOR # 2 02F0Z3JF 3/9/12/18/21/27K SER HOURS: TECH(S): 6205 11.00
 CUSTOMER REQUEST ENGINE OIL AND FILTER CHANGE
 LUBRICATE CHASIS AND INSPECT ALL FLUID LEVELS
 CUSTOMER REQUEST MAINTENANCE
 PERFORM CUSTOMER REQUESTED MAINTENANCE SERVICE

ARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	PKFLA00A	LOF	12.95	12.95
	5	XD-6H50-QSP	MOTOR OIL 5W30	2.99	2.99
	1	E4FZ-6731-AB	FILTER 966741	2.99	2.99
TOTAL - PARTS				12.95	

JOB# 2 TOTALS

LABOR 11.00
 PARTS 12.95

JOB# 3 CHARGES JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 23.95

LABOR # 3 25F0Z INTERIOR HOURS: TECH(S): 6295 WARRANTY
 PLASTIC DOOR MOLDING ON DOOR FALLS OFF
 ORDER MOLDING

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCs JOB# 3 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO.	WARRANTY
JOB# A	103	HAZARDOUS WASTE DISPOSAL		2.00
TOTAL - MISC				2.00



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CLIENT ID: 65777	ROBERT KEISLER	4974	TRA # 3303	08/12/02	POS# 02914
PHILA, PA	LABOR RATE: 88.9411	DEALER: 27,923	FOREADOR RE: 75426	08/14/00	DELIVERY DATE: 00,847
	00/FORD/TAURUS/SE 4 DOOR SEDAN		08/07/02	PRODUCTION DATE	
	I F A P 5 3 U I Y A 1 1 9 4 7 7		DEALER DEALER NO.		
	F.T.E. NO.	P.O. NO.	08/07/02		
	EM 330		DATE COMPLETED	08/07/02	

METHOD OF PAYMENT

CASH CHECK No *VISA/MC*

AMEX DISCOVER DINNER'S CLUB A/R

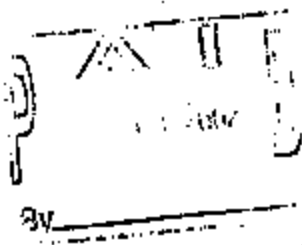
RECEIVED BY *[Signature]* DATE *8/12/02*

TOTAL LABOR.....	21.00
TOTAL PARTS.....	12.96
TOTAL SUBLET.....	0.00
TOTAL G.O.S.....	0.00
TOTAL MISC CHG.....	2.00
TOTAL MISC DISC.....	0.00
TOTAL TAX.....	1.68
TOTAL INVOICE \$	27.63

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS. OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 DEPENDING ON THE SERVICES PERFORMED.
 OPEN SATURDAYS FROM 8:00 A.M. UNTIL 4:30 P.M. BY APPT.

[Signature]
 CUSTOMER SIGNATURE

WK
27.63



65777

ROBERT KEISLER 4974 2997 05/30/01 FOC5473193

13,957 TOREADOR RE 75426

PHILA, PA

00/FORD/TAURUS/SE 4 DOOR SEDAN

03/14/00

00,047

1 F A P 5 3 U 1 Y A 1 1 9 4 7 7

05/30/01

E# 99U

MO: 13960

JOB# 1 CHARGES

ABDR # 1 23FOZ RECALL HOURS: 0.20 TECH(S): 5144 WARRANTY

01S09 RECALL
INSTALL HEADLIGHT KNOB
A99

ARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE WARRANTY
1 1F1Z-11866-AA KNOB AS 560715 TOTAL - PARTS 0.00

ISC CODE DESCRIPTION CONTROL NO WARRANTY
ADMIN ADMINISTRATIVE HOURS TOTAL - MISC 0.00

TOTALS JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

BOR 3 16FOZ ACCESSORIES (HOURS: 0.00 TECH(S): 5144 WARRANTY

BRAKE PULSATON FROM HIGHWAY SPEEDS 60 MPH
INSTALL FRT BRAKE ROTORS
N17-13,1126

RTS QTY FP-NUMBER DESCRIPTION UNIT PRICE WARRANTY
2 YF1Z-1126-AA DSC-FRT 405926 TOTAL - PARTS 0.00

TOTALS JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

OR 3 06FOZ ACCESSORIES (HOURS: 0.00 TECH(S): 5144 WARRANTY

DASH BOARD BUCKLES
ORDER DASH PIECE

TOTALS JOB# 3 JOURNAL PREFIX FOC5 JOB# 3 TOTAL 0.00

MECHANIC CERTIFICATION 5144 STEPHEN P. KELLY 7465

The Recalls and Repairs Co. 6000 W. Lincoln Hwy. #1111111111

FORM 184428-044 (12-88)

65777

ROBERT KEISLER 4974 2997 05/30/01 FOCS473193

13,957 TOREADOR RE 75426

PHILA, PA

00/FORD/TAURUS/SE 4 DOOR SEDAN

03/14/00

00,047

1 P A F P 5 3 U 1 Y A 1 1 9 4 7 7

05/30/01

EF 99U

NO: 13960

 * METHOD OF PAYMENT *
 * [] CASH [] CHECK No [] VISA/MC *
 * [] AMEX [] DISCOVER [] DINNER'S CLUB [] A/R *
 * RECEIVED BY DATE *

TOTAL LABOR..... 0.00
 TOTAL PARTS..... 0.00
 TOTAL SUBLET..... 0.00
 TOTAL G.O.S..... 0.00
 TOTAL MISC CHG..... 0.00
 TOTAL MISC DISC..... 0.00
 TOTAL TAX..... 0.00

 TOTAL INVOICE \$ 0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 DEPENDS ON THE SERVICES PERFORMED
 CASH - SUNDAYS FROM 8:00 A.M. UNTIL 4:30 P.M. BY APPT.

[Handwritten Signature]

 CUSTOMER SIGNATURE

Paul's Automotive Repair, Inc.

8362 State Road Unit i
Philadelphia, PA 19136
[215]335-9441 FAX#335-9418

Sales Receipt

DATE SALE NO.
10/10/2000 8585

SOLD TO

Phila., PA

QTY	DESCRIPTION	RATE	AMOUNT
	State inspection	19.00	19.00
	Emission inspection	49.95	49.95
	MCI data transfer fee	3.70	3.70
	Lube chassis, change oil and oil filter check vital fluids, and check tire pressure	22.95	22.95
	Waste oil and filter environmental disposal fee	1.20	1.20
	Rotate tires	0.00	0.00
	Clean and adjust rear brakes	18.70	18.70
	2000 Taurus M17274 Lic#DDC9411		
	Sales Tax	7.00%	8.09

Thank you for your business.

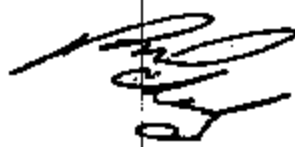
Total \$123.59

Customer: [Redacted]
Address: [Redacted]
City, State: [Redacted]
Day Phone: [Redacted]
Night Phone: [Redacted]
Fax: [Redacted]
Estimate #: 5977
Date: November 08, 2002
Time: 01:25 PM

Service Writer: Don
Service Tech:
VID: AI20317973
Mileage: 30060

Vehicle: 2000 Ford Taurus V6-183 3.0L VIN U SW1

Description	Qty	Price	Extended
Inspection	1	20.00	20.00
Emission test	1	45.00	45.00
Replace Rear brakes	1	40.00	40.00
rear Brake shoes	1	35.93	35.93
P10b RP10b LRn RR n Tires L/R 5 R/F 5 L/R4 L/R4			
Labor Total			105.00
Parts Total			15.93
Sub-Total			140.93
Labor Tax 7.0%			7.35
Parts Tax 7.0%			2.52
Tax Total			9.87
Total			\$ 150.80



THANK YOU FOR YOUR BUSINESS

Signature

Date

11/8/02



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ORDER NO. 65777	SALES REP. ROBERT KEISLER	SALES ID. 4974	TRUCK ID. 7294	DATE 01/28/03	FOCUS 14235
PHILA, PA	LABOR RATE 8009711	AMOUNT 31,754	FOREADOR RE 75426		
	00/FORD/TAURUS/SE 4 DOOR SEDAN		05/14/00		00,047
	05301YA10047				
			01/28/03		
					NO: 31754

JOB# 1 CHANGES

LABOR

RIGHT INTERIOR A/C VENT CLOSES
 SUPPS
 VENT INOP
 RR CLUSTER COVER- R & I STERLING WHEEL AND DASH COVER
 C19 - 54044 - 07

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	YF1Z-64044D70-AAA	PRL ASY 42980		0.00
JOB# 1 TOTALS				TOTAL - PARTS	0.00

JOB# 1 JOURNAL PREFIX FOCUS JOB# 1 TOTAL 4.00

METHOD OF PAYMENT			TOTAL LABOR	0.00
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK No	<input type="checkbox"/> VISA/MC	TOTAL PARTS	0.00
<input type="checkbox"/> AMEX	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> DINNER'S CLUB	TOTAL SUBLET	0.00
<input type="checkbox"/> A/R			TOTAL G.O.S.	0.00
RECEIVED BY			TOTAL MISC CHG.	0.00
DATE			TOTAL MISC DISC	0.00
			TOTAL TAX	0.00
			TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
NEEDS OUR LABOR RATE VARIES FROM \$17.25/HR. TO \$20.00/HR.





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CONFIRMED 65777	ADDRESS ROBERT KEISLER	TRK NO. 4974	1352	WORK DATE 08/15/01	WORK NO. FOCS476674
	LABOR RATE	LEASING NO.	LEASED 15,806	ORDER T0READOR RE	STOCK NO. 75426
PHILA, PA	VEH/LEAS/ROOM 00/FORD/TAURUS/SE 4 DOOR SEDAN	DELIVERY DATE 03/14/00		DELIVERY MILE 00,047	
	VEHICLE NO. 1 F A F 5 3 U 1 Y A 1 1 9 4 7 7	DEALER DEALER NO.		PRODUCTION DATE	
	A.T.E. NO.	P. O. NO.		07/19/01	
	COMMERCIAL PHONE	CHASSIS NO. EF 99U		DATE DESPATCHED	MILEAGE OUT MD: 15806

JOB# 1 CHARGES

LABOR
303.08F0Z ACCESSORIES HOURS: 0.20 TECH(S):5144 WARRANTY
DASH PIECE BUCKLED SOP#45
INSTALL DASH INSERT
T90-42.54044E82.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	YF12-54044E82-ADD	GRZ ASY 448777		
				TOTAL - PARTS	0.00

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

JOB# 2 CHARGES

LABOR
307.2125F0Z INTERIOR HOURS: 0.40 TECH(S):5144 WARRANTY
WINDOW NOISEY
DRIVERS WINDOW
RAR DOOR PANEL-LUBE AND ADJUST WINDOW RUM
G07-42.54218A42.

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

JOB# 3 CHARGES

LABOR
303.1.25F0ZTRH INTERIOR TRIM HOURS: 0.20 TECH(S):5144 WARRANTY
FLOOR MAT CLIP CAME OFF
REPLACE FLOOR MAT RETAINER CLIP
T90-01.78130A83.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	FB7Z-78130A83-AA	RETAINR 385194		
				TOTAL - PARTS	0.00

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

JOB# 4 CHARGES

LABOR
304.18F0Z ELECTRICAL SYSTEM HOURS: 0.40 TECH(S):5144 WARRANTY
CX IGNITION KEY AND SWITCH STUCK IN ON POSITION.
DIDN'T HAVE AIR,RADIO,ETC. HIT A BUMP THEN ACCESSARIES CAME
BACK ON
RAR IGNITION LOCK AND LUBE CYLINDER
L16-42.11582.

JOB# 4 TOTALS
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

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FAX: (215) 698-0870

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CUSTOMER NO. 65777	ADDRESS ROBERT KEISLER	4974	TRUCK NO. 1352	BOOKING DATE 08/15/01	BOOKING NO. FOCS476674
	LABOR RATE	LEASER NO.	SALES AMT. 15,806	BOOKING TYPE TOREADOR RE	BOOKING NO. 75426
PHILA, PA	YEAR / MAKE / MODEL 00/FORD/TAURUS/SE 4 DOOR SEDAN			DELIVERY DATE 03/14/00	DELIVERY MILES 00,047
	VEHICLE ID. NO. 1FAFP53UIYA119477			WARRANTY DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.		07/19/01	
	CHASSIS NO. EP 99U			DATE DISPATCHED	DELIVERY NO. 15806

JOB# 5 CHARGES

LABOR
 # 502FOZLF 3/9/12/18/21/27X SER HOURS: TECH(S): 6144 11.00
 CUSTOMER REQUEST ENGINE OIL AND FILTER CHANGE
 LUBRICATE CHASSIS AND INSPECT ALL FLUID LEVELS
 CUSTOMER REQUEST MAINTENANCE
 PERFORM CUSTOMER REQUESTED MAINTENANCE SERVICE

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	PKFLADDA	LOF	12.95	12.95
	1	E4FZ-6731-AB	FILTER 966741	0.00	0.00
	6	X0-9430-OSP	MOTOR OIL 6W30	0.00	0.00
TOTAL - PARTS					12.95

JOB# 6 TOTALS

LABOR 11.00
 PARTS 12.95

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 23.95

MISC	CODE	DESCRIPTION	CONTROL NO.	
JOB # A	103	HAZARDOUS WASTE DISPOSAL		2.00
TOTAL - MISC				2.00

TECHNICIAN CERTIFICATION

9144 STEPHEN P. KELLY 7485

TOTALS

METHOD OF PAYMENT		TOTAL LABOR...	11.00
[] CASH [] CHECK No [] VISA/MC		TOTAL PARTS...	12.95
[] AMEX [] DISCOVER [] OTHER'S CARD [] A/R		TOTAL SUBLET...	0.00
RECEIVED BY <i>[Signature]</i> DATE <i>8/14/01</i>		TOTAL G.O.G.	0.00
		TOTAL MISC CHG.	2.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	1.88
		TOTAL INVOICE \$	27.83

M/C
2763



CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114

DIRECT SERVICE LINE (215) 676-3636

FAX: (215) 698-0370

www.chapmanautogroup.com



CUSTOMER NO. 65777	ADVISOR ROBERT KEISLER	FAO NO. 4974	1544	ISSUE DATE 10/09/01	FINISH NO. F0C5482214
	LABOR RATE	REPAIR NO.	18,638	ORDER NO. T0READOR RE	75426
PHILA, PA	YEAR / MAKE / MODEL 00/FORD/TAURUS/SE 4 DOOR SEDAN	DELIVERY DATE 03/14/00		DELIVERY MILES 00,047	
	VEHICLE ID NO. 1FAFP53U1Y110477	REGISTRATION DATE		REGISTRATION DATE	
	KEY NO.	KEY NO.		10/09/01	
	KEY NO. EF 99U	DATE COMPLETED		DELIVERED BY MD: 186340	

JOB# 1 CHARGES

LABOR
 INTERIOR PANEL COMING OFF
 REPLACE DOOR PANEL CLIP
 B43-41.543343

PARTS	QTY	PP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	R002900-S	PIW 7.1 142246		
TOTAL - PARTS					0.00

JOB# 1 TOTALS
 JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
 STEERING WHEEL CALKED
 ORDER STEERING WHEEL

JOB# 2 TOTALS
 JOB# 2 JOURNAL PREFIX F0CS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR
 OIL BURNING SMOKE
 SEE REPAIR #4 OIL FILTER LEAKING

JOB# 3 TOTALS
 JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR
 CUSTOMER REQUEST ENGINE OIL AND FILTER CHANGE
 LUBRICATE CHASSIS AND INSPECT ALL FLUID LEVELS
 CUSTOMER REQUEST MAINTENANCE
 PERFORM CUSTOMER REQUESTED MAINTENANCE SERVICE

PARTS	QTY	PP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	PKFLA00A	LDF	12.96	12.96
	1	EAPZ-6731-AB	FILTER 966741	***	***
	5	XO-5430-QSP	MOTOR OIL 5W30	***	***
TOTAL - PARTS					12.96

MISC	CODE	DESCRIPTION	CONTROL NO	
	205	LABOR DISCOUNT		-1.50
	206	PARTS DISCOUNTS		-1.50
TOTAL - MISC				-3.00

CHAPMAN FORD SALES, INC.



9371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 876-3838
 FAX: (215) 898-0370
 www.chapmanautogroup.com

ACCOUNT NO. 65777	ADDRESS ROBERT KEISLER 4974	YEAR NO. 1544	INVOICE DATE 10/09/01	INVOICE NO. F05402214
	LABOR RATE	DOBBS NO.	18,638	ORDER NO. TOREADOR RE 75426
PHILA, PA	YEAR/MAKE/MODEL 00/FORD/TAURUS/SE 4 DOOR SEDAN	DELIVERY DATE 03/14/00	DELIGHT MILE 00,047	
	VEHICLE NO. 1FAFP53U1YA119477	MILEAGE/ODOMETER NO.	PRODUCTION DATE	
	P.T. NO.	P.T. NO.	10/09/01	
	CHASSIS NO. EF 99U	DATE RECEIVED		10/09/01

JOB# 4 TOTALS

LABOR	11.00
PARTS	12.95
MISC	-3.00
JOB# 4 JOURNAL PREFIX FDCS JOB# 4 TOTAL	20.95

MISC CODE DESCRIPTION CONTROL NO

JOB # A 103 HAZARDOUS WASTE DISPOSAL

TOTAL - MISC 2.00

COMMENTS

DELETED OPERATION(S)

27F02-1 TIRE ROTATION

MECHANIC CERTIFICATION

6144 STEPHEN P. KELLY 7466

TOTALS

TOTAL LABOR	11.00
TOTAL PARTS	12.95
TOTAL SUBLET	0.00
TOTAL G.O.B.	0.00
TOTAL MISC CHG.	2.00
TOTAL MISC DISC	-3.00
TOTAL TAX	1.47
TOTAL INVOICE \$	24.42

METHOD OF PAYMENT

[] CASH [] CHECK NO [] VISA/MC

[] AMEX [] DISCOVER [] DINER'S CLUB [] A/R

RECEIVED BY DATE

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 (DEPENDENT ON THE SERVICES PERFORMED)
 NOW OPEN SATURDAYS FROM 8:00 A.M. UNTIL 4:00 P.M. BY APPT.

John J. Kelly
 CUSTOMER SIGNATURE

MC
24.42

PAID
 OCT 10 2001



CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114

DIRECT SERVICE LINE (215) 676-3636

FAX: (215) 698-0370

www.chapmanautogroup.com



Customer No. 65777	Advisor ROBERT KEISLER	YR1 NO. 4974	YR2 NO. 1544	WARRANTY DATE 10/24/01	FOCS # 48328
PHILA, PA	LABOR RATE	LOCATION NO.	RELEASE 18,638	COLOR TORADOR RE	WHEEL # 75426
	YEAR / MAKE / MODEL 00/FORD/TAURUS/SE 4 DOOR SEDAN			DELIVERY DATE 03/14/00	DELIVERY MILE 00,047
	VIN 1FAFP53U1YA119477			SELLING DEALER NO.	PRODUCTION DATE
				10/23/01	
					NO. 3869

JOB# 1 CHARGES

LABOR
 STEERING WHEEL CRACKED SOPMS
 REPLACE STEERING WHEEL
 881-42,3600
 HOURS: 0.50 TECH(S) 15144 WARRANTY

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	YF1Z-3604-YFA	KIT-WHL 384952		0.00
TOTAL - PARTS				0.00

JOB# 1 TOTALS

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

LABOR
 SEAT BELT DRIVERS NOT RETRACTED
 REPLACE SEAT BELT ASSEMBLY
 525-42,54611809
 HOURS: 0.50 TECH(S) 15144 WARRANTY

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	YF1Z-54611809-AAA	BEL & R 405055		0.00
TOTAL - PARTS				0.00

JOB# 2 TOTALS

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

TECHNICIAN CERTIFICATION
 5144 STEPHEN P. KELLY 7465



CHAPMAN FORD SALES, INC.



8371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 676-3636
 FAX: (215) 688-0370
 www.chapmanautogroup.com

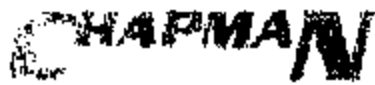
CUSTOMER NO. 65777	OWNER ROBERT KEISLER	4974	FAH NO. 1544	DATE 10/24/01	75426
	LABOR RATE		18,638	TREADOR RE	75426
PHILA, PA	YEAR / MAKE / MODEL 00/FORD/TAURUS/SE 4 DOOR SEDAN			DELIVERY DATE 03/14/00	SECURITY DEBIT 00,04
	VEHICLE ID NO. 1FAFP53UIYA119477			BILLING DATE	PRODUCTION DATE
	K.T.E.N.O.			10/23/01	
	SUBMIT NAME				
	EP 99U				

TOTALS

METHOD OF PAYMENT	TOTAL LABOR....	0.00
<input type="checkbox"/> CASH	TOTAL PARTS....	0.00
<input type="checkbox"/> CHECK No	TOTAL SUBLET....	0.00
<input type="checkbox"/> VISA/MC	TOTAL B.O.B....	0.00
<input type="checkbox"/> AMEX	TOTAL MISC CHG.	0.00
<input type="checkbox"/> DISCOVER	TOTAL MISC DISC	0.00
<input type="checkbox"/> DINNER'S CLUB	TOTAL TAX.....	0.00
<input type="checkbox"/> A/R		
RECEIVED BY		
DATE		
	TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS OUR LABOR RATE VARIES FROM \$17.25/hr to \$88.00/hr
 DEPENDING ON THE SERVICES PERFORMED.
 NOW OPEN SEVENDAYS FROM 8:00 A.M. UNTIL 4:30 P.M BY APPT.

[Handwritten Signature]
 CUSTOMER SIGNATURE





CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 876-3636
 FAX: (215) 696-0370
 www.chapmanautogroup.com



ORDER NO. 65777	ROBERT KEISLER	4974	1695	08/27/02	POB8904388
	CASH	0000411	28,347	FORWARD RE	79416
PHILA, PA	00/FORD/TAURUS/SE 4 DOOR SEDAN			09/14/80	001847
	VIN: 1F1P53U1YA119477			WARRANTY NO.	PRODUCTION DATE
				08/27/02	
				08/27/02	08/27/02

CHARGES

21
 08/02 -- ACCESSORIES HOURS: 0.60 TECH(S): 0690 WARRANTY
 INSTALL ORDER DOOR HOLDING #86
 INSTALL HOLDING
 T90-33-642046

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	XF12-542046-AA	HLDR AS 368758		0.00
TOTAL - PARTS				0.00

1 TOTALS
 JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

METHOD OF PAYMENT	TOTAL LABOR....	0.00
<input type="checkbox"/> CASH	TOTAL PARTS....	0.00
<input type="checkbox"/> CHECK No	TOTAL SMILET....	0.00
<input type="checkbox"/> VISA/MC	TOTAL B.O.B....	0.00
<input type="checkbox"/> AMEX	TOTAL MISC CHG.	0.00
<input type="checkbox"/> DISCOVER	TOTAL MISC DISC	0.00
<input type="checkbox"/> OTHER'S CLUB	TOTAL TAX.....	0.00
<input type="checkbox"/> A/R		
RECEIVED BY		
DATE		
	TOTAL INVOICE \$	0.00

YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE.
 OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 DEPENDS ON THE SERVICES PERFORMED.
 TEN SATURDAYS FROM 8:00 A.M. UNTIL 4:30 P.M. BY APPT.

CUSTOMER SIGNATURE _____

Thank you!

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT
OF HINDS COUNTY, MISSISSIPPI



PLAINTIFF

v.

FILED
OCT 25 2002
BARBARA DUNN
CIRCUIT CLERK

CIVIL ACTION NO. 251-02-1408 CV

WATSON QUALITY FORD,
FORD MOTOR COMPANY
AND JOHN DOES I-V

DEFENDANTS

COMPLAINT

COMES NOW the Plaintiff, Marie Sharp, and files this her Complaint against the above named defendants, and in support thereof would show the following, to-wit:

1.

Plaintiff is an adult resident of Hinds County, Mississippi, residing at 5721 Orchardview Drive, Jackson, Mississippi, 39211.

2.

Defendant, Watson Quality Ford, is a Mississippi corporation whose principal place of business is located in Jackson, Mississippi, and upon whom process may be served by serving its agent Robert Watson, 6130 I-55 North, Jackson, Hinds County, Mississippi.

3.

Defendant Ford Motor Company is a foreign corporation whose principal place of business is located in Dearborn, Michigan, and upon whom process may be served by serving its registered agent, C.T. Corporation System, 631 Lakeland Drive, Rankin County, Mississippi.

4.

John Does I-V are defendants whose identities are unknown to the Plaintiff at this time.

Said Defendant may individually or collectively be liable to the Plaintiff for damages in this action. If it is determined that any such unknown Defendants were negligent and that said negligence caused or contributed to the injuries of the Plaintiff, this Complaint will be amended to name them as Defendants.

5.

On or about November 10, 2001, Plaintiff, Marie Sharp, while her vehicle was parked, entered the 2000 Taurus vehicle she had only recently purchased from Watson Quality Ford. The plaintiff started the vehicle after entering it. Once the plaintiff entered the vehicle she reached for her seat belt to put it on. As the plaintiff reached for her seat belt, but before the plaintiff had the opportunity to shift the gear out of park, the vehicle jumped out of gear and started moving backward. Due to the fact that the plaintiff only had one leg in the car and one leg out of the car, the force of the impact caused the plaintiff to fall out of the vehicle and subsequently the vehicle rolled over the plaintiff causing severe injuries to the plaintiff's jaw, chest and pelvic area.

6.

The 2000 Ford Taurus shot backwards out of the parking lot after hitting one parked car and causing this parked car to collide with another unoccupied parked car. A passer-by saw the events which were taking place after hearing a crash, pulled the 2000 Ford Taurus out of the road and parked the vehicle.

7.

The plaintiff had previously encountered problems with the subject vehicle prior to the subject incident. On two separate occasions, the plaintiff contacted the 24 Hour Roadside Assistance Hotline which provided complimentary roadside services to new car owners of Ford motor vehicles. The plaintiff complained of experiencing a gear shift problem on two separate

occasions and on every occasion the plaintiff was told by an unidentified agent, servant and/or employee of the complimentary service, to complete the following steps:

1. Turn the car off and put the emergency brakes on;
2. Start the vehicle with the gear shift being in neutral;
3. Release the emergency brake; and
4. Move the gear shift to drive or reverse.

8.

The plaintiff recalls that on two separate occasions she contacted the 24 Hour Roadside Assistance Hotline and was told by an unknown agent, servant, and/or employee of the 24 Hour Roadside Assistance Hotline to complete the above listed steps. As a result of the instructions being redundant, the plaintiff when faced with the gear shift problem a third time, followed the instructions without experiencing any problems. The plaintiff was aware that the brake-shift interlock problem needed to be repaired. This prompted the plaintiff to drive the subject vehicle back to Mississippi from Louisiana to Watson Quality Ford dealership. This occurred over the period of a weekend. However, upon the plaintiff's arrival at defendant Watson Quality Ford, she was told by an agent, servant and/or employee of the defendant dealership that there wasn't a loaner car available for her use since she resided in Louisiana, forcing the plaintiff to drive the subject vehicle back to Louisiana from Mississippi in a state of disrepair

9.

Once the plaintiff arrived back in Louisiana, she contacted several Ford dealerships there and was told that she needed to purchase an extended warranty in order to get a loaner car. The plaintiff purchased the extended warranty as instructed. However, after purchasing the extended warranty but while awaiting receipt of the extended warranty documents, the subject incident

occurred.

10.

Ford Motor Company represented in February of 2001 that there was a Brake Shift Interlock problem in the 2000 and 2001 Ford Taurus model vehicles. Ford conducted a safety recall involving 2000 and 2001 MY Taurus Sedans which involved approximately 28,000 vehicles. The known affect was that with the ignition switch in the START or RUN positions and the hazard lights operating, the center high mounted stop lights (CHMSL) illuminates (at reduced density) even though the service brakes have not been applied. Also, in some cases, such as the plaintiff, the vehicle brake-shift interlock may allow the shift lever to be moved from PARK without applying the brake. Defendants Ford Motor Company and Watson Quality Ford knew or should have known of the brake-shift interlock problem as of November 10, 2001, and recklessly and wantonly caused the plaintiff to suffer severe injuries as a result of their negligent acts.

11.

Ford Motor Company and Watson Quality knew or should have known that the CHMSL illumination without brake application did not comply with vehicle safety standards and while not regulated or in compliance, the operation of the brake-shift interlock feature did not meet design intent. Defendants Watson Quality Ford and Ford Motor Company knew that this defect caused the brake-shift interlock mechanism to disengage the locking mechanism, and allowed the shift lever to be moved out of PARK without depressing the brake pedal.

12.

The collision was due to the negligence of Defendants, Ford Motor Company and Watson Quality Ford, resulting from their placing a vehicle with a defective brake-shift interlock

mechanism on the public highway while possessing knowledge that the vehicle was defective.

13.

The Plaintiff incurred severe life altering injuries as a result of the Defendants failing to instruct the Plaintiff to secure other transportation until the known defect was repaired while knowing that the vehicle was not safe to drive and did not meet any standards of safety without this defect being repaired. Defendant Watson Quality Ford was further negligent for its failure to secure the plaintiff a safe vehicle within which to travel until the known defect relating to the brake-shift interlock mechanism was repaired and advising the plaintiff that a loaner car was not available to a person that resided out of state even if purchased from that dealership. Defendant Watson Quality Ford is grossly and wantonly negligent because an unidentified agent, servant and/or employee of the same knew that the subject vehicle was experiencing a brake-shift interlock problem and allowed the subject vehicle in its defective state to be driven back to Louisiana from Mississippi on public highways and roadways.

14.

The gross negligence of Defendants, Ford Motor Company and Watson Quality Ford, was the sole and proximate contributing cause of the subject accident and resulting injuries.

15.

Defendants' negligence was the direct and proximate cause of the Plaintiff's substantial injuries and medical expenses.

16.

As a direct and proximate result of the negligence of Defendants, as alleged aforesaid, and the resulting injuries to Plaintiff, Plaintiff is entitled to recover compensatory damages from the Defendants in an amount in excess of the jurisdictional limits.

PUNITIVE DAMAGES

Plaintiffs incorporate by reference the allegations contained in the aforementioned paragraphs 1 through 16 as set forth in their entirety herein.

17.

Plaintiff will show that the conduct of Defendants, as complained of herein, was willful, wanton, reckless, and grossly negligent, all of which entitles Plaintiff to an award of punitive damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Defendants be duly cited according to law to appear herein at a regular term of this Honorable Court, jury trial is hereby requested, and answer this Complaint, and that upon final hearing hereof, Plaintiff have judgement against the defendants in an amount in excess of the jurisdictional limits of this court, for injuries suffered by Plaintiff as above alleged and for the costs of suit, and for such other relief as the court deems proper in the premises. Further, that Plaintiffs recover from Defendants, punitive damages pursuant to Miss. Code Ann. Section 11-1-65 in such an amount as the jury deems appropriate to fully and completely punish and deter Defendants from repeating the acts which amount to willful, wanton, reckless, and gross negligence disregarding the safety of others.

THIS, the 24th day of October, 2002.

Respectfully submitted,

Marie Sharp, Plaintiff

BY:

Adrienne Hooper
Adrienne Hooper MSB #99599
Edward Blackmon, Jr. MSB #3354

OF COUNSEL:

**BLACKMON & BLACKMON, PLLC
ATTORNEYS-AT-LAW
907 WEST PEACE STREET
POST OFFICE DRAWER 105
CANTON, MS 39046
TELEPHONE:(601)859-1567
FACSIMILE: (601)859-2311**

PRIVATE PROPERTY

STATE OF LOUISIANA
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT



04

PLATE: 11103001 VESSEL: 0857 TR

PARISH: EAST BATON ROUGE 176

ADDRESS: 555 Spanishtown Rd

CITY: Baton Rouge

<input type="checkbox"/> COUNTY/STATE CODE	<input type="checkbox"/> MET & RAIL
<input type="checkbox"/> BIRTH PROPERTY DAMAGE	<input type="checkbox"/> PHOTOS TAKEN
<input type="checkbox"/> NO TRAIL INVOICES	<input type="checkbox"/> HEN/ITY

014693

DISTANCE: _____ MILES NE SW SE NW

STREET/HIGHWAY: _____ AT INTERSECTION NOT AT INTERSECTION

- A. PASSENGER CAR
- B. LT. TRUCK (P.U., ETC.)
- C. VAN
- D. A, B, OR C WITH TRAILER
- E. MOTORCYCLE
- F. PEDALCYCLE
- G. OFF-ROAD VEHICLE
- H. EMERGENCY VEHICLE
- I. SCHOOL BUS
- J. OTHER BUS
- K. MOTOR HOME
- L. SINGLE UNIT TRUCK
- M. TRUCK WITH TRAILER
- N. FARM EQUIPMENT
- O. OTHER

YEAR: 2000 MAKE: FORD MODEL: TAURUS

VEHICLE IDENTIFICATION NUMBER: 1FAFP55S4VA282698

VEHICLE TYPE: PASSENGER

DRIVER: SHARP MARIE

STREET ADDRESS: 2045 Sherwood meadows
CITY: Baton Rouge STATE: LA ZIP: 70816

CLASS ENDORSEMENTS: LAH LICENSE NUMBER: 7864550

OPERATOR: BELL JOSEPHINE W
STREET ADDRESS: 555 Spanishtown #5
CITY: Baton Rouge STATE: LA ZIP: 70802

NAME OF AGENCY: Baton Rouge Police Dept
TIME OF NOTIFICATION: 0838
TIME OF REPORT: 0902

INVESTIGATING OFFICER: Veronica Johnson
SIGNATURE: Veronica Johnson
BADGE: 3115177A

014693

- A. PASSENGER CAR
- B. LT. TRUCK (P.U., ETC.)
- C. VAN
- D. A, B, OR C WITH TRAILER
- E. MOTORCYCLE
- F. PEDALCYCLE
- G. OFF-ROAD VEHICLE
- H. EMERGENCY VEHICLE
- I. SCHOOL BUS
- J. OTHER BUS
- K. MOTOR HOME
- L. SINGLE UNIT TRUCK
- M. TRUCK WITH TRAILER
- N. FARM EQUIPMENT
- O. OTHER

1A DE

YEAR: 1998 MAKE: Honda MODEL: Civic EX
 VIN: 2HGEGJ6573WH532425

VEHICLE TOWED: A YES B NO C LEFT AT SCENE
 REMOVED BY:

PLATE: 2002 MD 10A PAW TYPE: Passenger

REGISTRATION: TAXES: SALES TAX: LICENSE:

OWNER NAME (LAST, FIRST, MI): NONE

STREET ADDRESS: CITY: STATE: ZIP:

CLASS: EQUIPMENT: DRIVER'S LICENSE NUMBER:

STREET ADDRESS: CITY: STATE: ZIP:

CITY: WARRENSBURG STATE: MD ZIP:

OWNER NAME (LAST, FIRST, MI):

STREET ADDRESS: CITY: STATE: ZIP:

A- FRONT SEAT	J- SEATBELT SECTION OF ONE (TRUCK)	A- NOT SUBJECT	A- NOT TRAPPED	A- DEPLOYED	A- NONE USED VEHICLE OCCUPANT
B- FRONT SEAT	K- PASSENGER IN OTHER UNDEPLOYED SEATBELT IN OPEN AREA	B- TOTALLY EJECTED	B- TRAPPED/ENTRAPPED	B- NOT DEPLOYED	B- SHOULD USE ONLY
C- FRONT SEAT	L- PASSENGER IN OTHER UNDEPLOYED SEATBELT IN CLOSED AREA (TRUCK TRAILER UNIT)	C- PARTIALLY EJECTED	C- TRAPPED/ENTRAPPED	C- NOT DEPLOYED / SWITCH OFF	C- LAP BELT ONLY
D- FRONT SEAT	M- PASSENGER ON TRUCK OR STREET CAR	D- EJECTED	D- INTEGRATED	D- NOT APPLICABLE	D- SHOULD USE ONLY
E- FRONT SEAT	N- TOWING UNIT	E- UNKNOWN	E- UNKNOWN	E- UNKNOWN	E- SHOULD USE ONLY
F- FRONT SEAT	O- HAZARD ON VEHICLE EXTERIOR HIGH-BEAM LIGHT				F- CHILD SAFETY SEAT USED
G- TRUCK					G- HELMET USED
H- TRUCK					H- RESTRAINT USE (UNKNOWN)
I- TRUCK					

INSURANCE CO. NAME (NOT AGENCY NAME): GEICO	EFFECTIVE DATE: 9-2-01	INSURANCE CO. NAME (NOT AGENCY NAME): Illinois National	EFFECTIVE DATE: 5-16-01
POLICY NUMBER: EE 2415	EXPIRATION DATE: 3-8-02	POLICY NUMBER: 867 3063	EXPIRATION DATE: 11-16-01
AGENT'S NAME: None	PHONE: (800) 841 3000	AGENT'S NAME: BASTON-Mike Keith	PHONE: (660) 767 3151
AGENT'S ADDRESS: One Geico Plaza		AGENT'S ADDRESS: 105 E. Pine P.O. Box D	
Washington D.C. 20076-0001		WARRENSBURG MD 69093	

TIME CALLED: 0857 APPROVED SCENE: 0903 DEPARTED SCENE: 0918 ARRIVED HOSPITAL: 0924 RESCUE UNIT:

AMBULANCE SERVICE: Em-6
 FIRE DEPARTMENT: Engine 12

STATE OF LOUISIANA
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT
CONTRIBUTING FACTORS AND CONDITIONS

COMPUTER NUMBER

219 0055
14693

PAGE 03

WRITE APPROPRIATE LETTER IN BLOCK

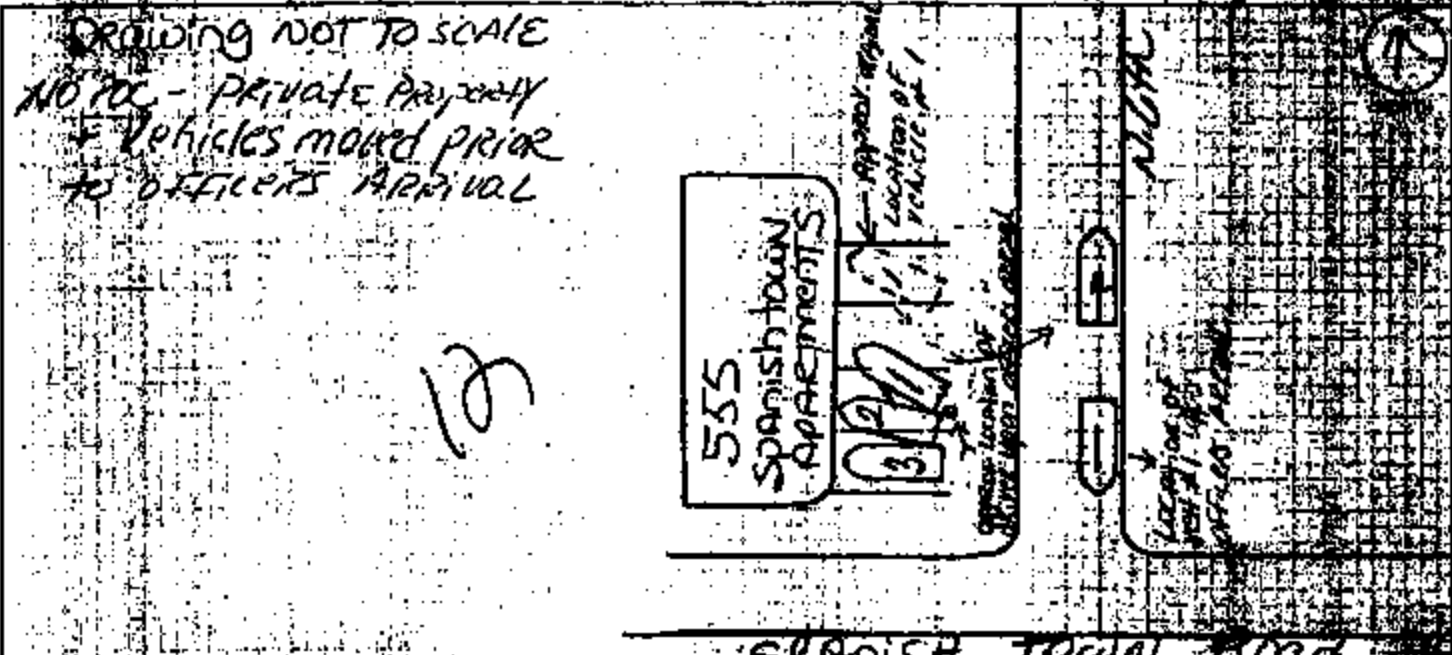
<p>ROAD SURFACE TYPE PER COLUMN</p> <p>A A</p> <p>A. ASPHALT B. BITUM. C. GRAVEL/BLAST D. CR. E. CONCRETE F. SAND, GRAVEL, ETC. G. OTHER</p> <p>A. CONCRETE B. BLACK TOP C. BRICK D. GRAVEL E. DIRT F. UNBOWN G. OTHER</p>	<p>ROADWAY CONDITIONS A</p> <p>A. NO DEFECTS B. DEFECTIVE SHOULDERS C. HOLES D. DEEP RUTS E. SLIPS F. LOOSE SURFACE MATERIAL G. CONSTRUCTION, REPAIR H. OVERHEAD CLEARANCE LIMITED I. CONSTRUCTION - NO WARNING J. PREVIOUS CRASH K. FLOODING L. ANIMAL IN ROADWAY M. OBJECT IN ROADWAY N. OTHER DEFECTS</p>	<p>LIGHTING A</p> <p>A. DAYLIGHT B. DARK - NO STREET LIGHTS C. DARK - CONTINUOUS STREET LIGHT D. DARK - STREET LIGHT AT INTERSECTION ONLY E. DARK F. DAWN G. UNKNOWN</p>	<p>KIND OF LOCATION D</p> <p>A. MANUFACTURING OR INDUSTRIAL B. BUSINESS CONTIGUOUS C. BUSINESS MIXED RESIDENTIAL D. RESIDENTIAL DISTRICT E. RESIDENTIAL SCATTERED F. SCHOOL OR PLAYGROUND G. OPEN COUNTRY H. OTHER</p>	<p>PRIMARY 1</p> <p>A. DRIVER B. PASSENGER C. PEDESTRIAN D. BICYCLIST E. OTHER</p>
<p>TYPE OF ROADWAY F</p> <p>A. ONE WAY ROAD B. TWO WAY ROAD WITH NO PHYSICAL SEPARATION C. TWO WAY ROAD WITH A PHYSICAL SEPARATION D. TWO WAY ROAD WITH A PHYSICAL SEPARATION E. ONE WAY F. OTHER</p>	<p>WEATHER A</p> <p>A. CLEAR B. CLOUDY C. RAIN D. FOG/SMOG E. SLEET/HALE F. SNOW G. SEVERE CROSSWIND H. BLOWING SAND, SOIL, DIRT, SNOW I. UNKNOWN J. OTHER</p>	<p>VIOLATION DU</p> <p>A. EXCEEDING STATED SPEED LIMIT B. EXCEEDING SAFE SPEED LIMIT C. FAILURE TO YIELD D. FOLLOWING TOO CLOSELY E. DRIVING LEFT OF CENTER F. OVERTAKING IN IMPROPER PASSING G. FAILURE TO SIGNAL H. MAKE WRONG RIGHT TURN I. LEFT TURN ON LEFT TURN J. LANE CHANGE WITHOUT SIGNAL K. OTHER IMPROPER TURNING L. DISOBEYED TRAFFIC CONTROL M. IMPROPER STOPPING N. IMPROPER PASSING O. FAILED TO SET OFF FLARE, FLARE P. FAILED TO USE HEADLIGHTS Q. VEHICLE CONDITION R. DRIVER CONDITION S. CARELESS OPERATION T. UNKNOWN VIOLATION U. NO VIOLATION V. OTHER</p>	<p>REASON FOR MOVEMENT M</p> <p>A. TO AVOID OTHER VEHICLE B. TO AVOID PEDESTRIAN C. TO AVOID ANIMAL D. TO AVOID OTHER OBJECT E. DRIVING F. VEHICLE OUT OF CONTROL, NOT PASSING G. VEHICLE OUT OF CONTROL, PASSING H. FOR TRAFFIC CONTROL I. DUE TO CONGESTION J. DUE TO PRIOR CRASH COLLISION K. DUE TO DRIVER VIOLATION L. DUE TO DRIVER VIOLATION M. DUE TO VEHICLE CONDITION N. DUE TO DRIVER CONDITION O. HIGH WIND P. FORCEFUL MOVEMENT Q. UNKNOWN R. OTHER</p>	<p>ACCIDENT A</p> <p>A. COLLISION B. STRUCK BY C. STRUCK D. OTHER</p>
<p>VEHICLE EQUIPMENT 07</p> <p>A. BRAKES, ETC. OR WEAR B. LIGHTS C. MIRRORS D. WINDSHIELD BY LOAD E. TIRE WEAR, ETC. F. BELL G. HORN H. WIPERS I. SEATBELT J. OTHER</p>	<p>CONDITION OF DRIVER A7</p> <p>A. NORMAL B. DISTRACTED OR DISTRACTED C. PHYSICAL IMPAIRMENT (EYES, EAR, LEGS) D. SLEEPY E. FATIGUED F. APPARENTLY ALCOHOLIC G. HAD BEEN DRIVING - IMPAIRED H. HAD BEEN DRIVING - NOT IMPAIRED I. DRUG USE - IMPAIRED J. DRUG USE - NOT IMPAIRED K. UNKNOWN L. OTHER</p>	<p>HARMFUL EVENTS</p> <p>A. OVERTURNED B. PHELOX PLASION C. EMISSION D. JACKING E. OTHER COLLISION F. PHELOX G. PHELOX H. PHELOX I. PHELOX J. PHELOX K. PHELOX L. PHELOX M. PHELOX N. PHELOX O. PHELOX P. PHELOX Q. PHELOX R. PHELOX S. PHELOX T. PHELOX U. PHELOX V. PHELOX W. PHELOX X. PHELOX Y. PHELOX Z. PHELOX</p>		
<p>RELATION TO ROADWAY I</p> <p>A. ON ROADWAY B. SHOULDER C. OFF ROADWAY D. ON GRADE - LEFT E. ON GRADE - RIGHT F. OFF ROADWAY G. OFF ROADWAY H. OFF ROADWAY I. OFF ROADWAY J. OFF ROADWAY K. OFF ROADWAY L. OFF ROADWAY M. OFF ROADWAY N. OFF ROADWAY O. OFF ROADWAY P. OFF ROADWAY Q. OFF ROADWAY R. OFF ROADWAY</p>	<p>ALIGNMENT B</p> <p>A. STRAIGHT-LEVEL B. STRAIGHT-LEVEL ELEVATED C. CURVE-LEVEL D. CURVE-LEVEL, BLANDED E. ON GRADE-STRAIGHT F. ON GRADE-CURVE G. HILL-CREST-STRAIGHT H. HILL-CREST-CURVE I. DIRT ROAD-STRAIGHT J. DIRT ROAD-CURVE K. UNKNOWN L. OTHER</p>	<p>MOVEMENT PRIOR TO CRASH DR</p> <p>A. STOPPED B. PROCEEDING STRAIGHT AHEAD C. TRAVELING VARIOUS WAY D. BACKING E. CROSSED MEDIAN INTO OPPOSING LANE F. CROSSED CENTER LINE INTO OPPOSING LANE G. RAN OFF ROAD (NOT WHILE MAKING TURN AT INTERSECTION) H. CHANGED LANES ON MULTI-LANE ROAD I. MAKING LEFT TURN J. MAKING RIGHT TURN K. STOPPED PREPARING TO, OR MAKING U-TURN L. MAKING TURN, DIRECTION UNKNOWN M. STOPPED, PREPARING TO TURN LEFT N. STOPPED PREPARING TO TURN RIGHT O. STOPPED TO MAKE LEFT TURN P. STOPPED TO MAKE RIGHT TURN Q. STOPPED TO STOP R. PROPERLY PASSED S. PASSING MANUEVER T. ENTERING TRAFFIC FROM SHOULDER U. ENTERING TRAFFIC FROM MEDIAN V. ENTERING TRAFFIC FROM PASSING LANE W. ENTERING TRAFFIC FROM FRONT LANE X. ENTERING FREEWAY FROM ON RAMP Y. LEAVING FREEWAY VIA OFF RAMP Z. OTHER OR UNKNOWN</p>	<p>VEHICLE CONDITION ILK</p> <p>A. DEFECTIVE BRAKES B. DEFECTIVE HEADLIGHTS C. DEFECTIVE REAR LIGHTS D. DEFECTIVE BROWAL LIGHTS E. ALL LIGHTS OUT F. DEFECTIVE STOPPING G. TIRE FAILURE H. WORK ON SMOOTH TIRE I. TIRE FAILURE J. DEFECTIVE SUSPENSION K. NO DEFECTS OBSERVED L. UNKNOWN DEFECTS M. OTHER</p>	<p>ALCONCLUDING INVOLVEMENT</p> <p>A. ALCOHOL/DRUGS PRESENT B. NEITHER ALCOHOL OR DRUGS PRESENT C. YES ALCOHOL PRESENT D. YES DRUGS PRESENT E. YES ALCOHOL AND DRUGS PRESENT F. NOT REPORTED G. UNKNOWN</p>
<p>TRAFFIC CONTROL IV</p> <p>A. STOP SIGN B. YIELD SIGN C. STOP SIGN ON D. YELLOW SIGNAL ON E. GREEN SIGNAL ON F. YELLOW FLASHING ON G. RED FLASHING ON H. RED FLASHING ON I. RED FLASHING ON J. RED FLASHING ON K. RED FLASHING ON L. RED FLASHING ON M. RED FLASHING ON N. NO CROSSING, NO CONTROL O. WARNING SIGN (SCHOOL, ETC.) P. SCHOOL FLASHING SPEED SIGN Q. YELLOW NO PASSING LINE R. WHITE DASHED LINE S. YELLOW DASHED LINE T. BLUE WALK U. CROSSWALK V. NO CONTROL W. UNKNOWN X. OTHER</p>		<p>ALCONCLUDING INVOLVEMENT</p> <p>A. ALCOHOL/DRUGS PRESENT B. NEITHER ALCOHOL OR DRUGS PRESENT C. YES ALCOHOL PRESENT D. YES DRUGS PRESENT E. YES ALCOHOL AND DRUGS PRESENT F. NOT REPORTED G. UNKNOWN</p> <p>DRUGS</p> <p>A. TEST NOT GIVEN B. TEST GIVEN, RESULTS NEGATIVE C. DRUGS REPORTED (SPECIFY) D. UNKNOWN</p> <p>SUSPECTED DRUGS</p> <p>INVESTIGATING OFFICER'S INITIALS</p>		

14693

OFFICER'S NARRATIVE: DESCRIBE ANY UNUSUAL CIRCUMSTANCES ASSOCIATED WITH CRASH, INCLUDING OFFICER'S OBSERVATIONS AND OPINIONS. INCLUDE WITNESS NAMES, ADDRESSES, PHONE NUMBERS, ETC. IF NECESSARY, INDICATE DAMAGE TO PRIVATE PROPERTY (WITH OWNER'S NAME & ADDRESS) AT THE END OF THE NARRATIVE. REFER TO EACH BY VEHICLE NUMBER

PAGE 1
04

Driver of veh #1 was unable to give a statement because of severe injury to mouth. The manager of veh #1 started the vehicle who parked at an angle facing northwest. She and the driver got in the vehicle. The driver got in but did not close her door. She started the car and reached to put her seat belt on. Before she could put the seat belt on, the car jumped and started moving backwards. The driver fell out of the car. The car kept going backwards and hit something before the passenger was able to push the gear shift in the parked position. The passenger didn't remember the exact details of the accident because it all happened so fast. There were no other witnesses except for DARRYL GISSEL of 684-N-16th B.21A PH# 383-9120 who is the



VEH	LANE	DESCRIPTION BEFORE CRASH ON STREET, HOV-LANE OR DRIVE	FINAL LOCATION OF VEHICLE	DISTANCE TRAVELED AFTER IMPACT	SPD	DIR	DIR	DIR	DIR
1	E	555 Spanish Town Rd PARKING LOT	on Roadway						
2	N	555 Spanish Town Rd (parked)	PARKING LOT						

DAMAGE TO VEHICLE 1		DAMAGE TO VEHICLE 2	
AREA DAMAGED	EXTENT OF DEFORMITY	AREA DAMAGED	EXTENT OF DEFORMITY
<p>1ST J 2ND I 3RD H</p>	<p>1ST E 2ND E 3RD E</p>	<p>1ST D 2ND E 3RD E</p>	<p>1ST E 2ND E 3RD E</p>

CRASH NO	VEH 1	VEH 2	RES OR DRG NO
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

STATE OF LOUISIANA
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT
NARRATIVE SUPPLEMENT

COMPUTER NUMBER PAGE 1
2190055 - 03
4645

OFFICER'S NARRATIVE: DESCRIBE ANY UNUSUAL CIRCUMSTANCES ASSOCIATED WITH CRASH, INCLUDING OFFICER'S OBSERVATIONS AND OPINIONS. INCLUDE WITNESS NAMES, ADDRESSES, PHONE NUMBERS, ETC. IF NECESSARY, INDICATE DAMAGE TO PRIVATE PROPERTY (WITH OWNER'S NAME & ADDRESS) AT THE END OF THE NARRATIVE. REFER TO EACH BY VEHICLE NUMBER

landlord for the apartments at 555 Spanish Ln.
Gissel stated he was walking his dog down the street on North 6th near Lakeland. He heard a crash and saw veh # 1 "shooting" backwards out of the parking lot. He walked to the scene and saw driver # 1 lying on the parking lot. The vehicle was still occupied by the passenger. Gissel got in the vehicle and pulled it out of the road and parked it on the EAST side of N. 6th.
From the limited information officer was able to obtain it appeared vehicle # 1 jumped into reverse and backed into vehicle # 2 and pushed vehicle # 2 over onto veh # 3. Vehicle # 1 then continued backwards off the parking lot across N. 6th and hit veh # 4 which was also parked and unoccupied as were vehicles # 2 + 3.
Be advised the driver of veh # 1 was transported to Baton Rouge General Hospital. Officer later learned that driver # 1 sustained serious injuries to her jaw, chest and pelvic area.

JUL 01 1983
PUBLIC RECORDS
RELEASE

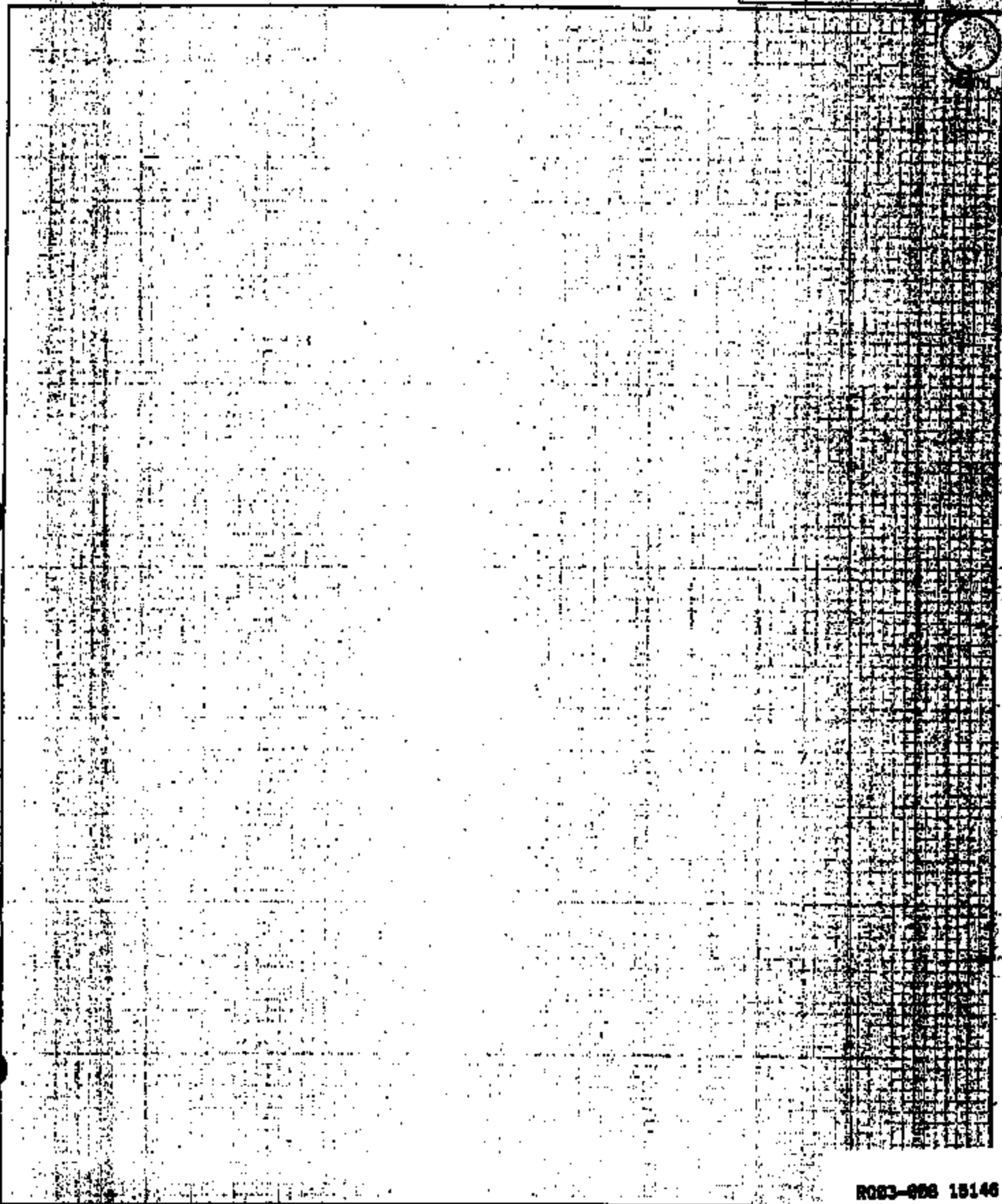
RO23-008 16145

WJ

STATE OF LOUISIANA
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT
ALTERNATE GRID

COMPUTER NUMBER				

010



VEHICLE
 PEDESTRIAN

STATE OF LOUISIANA
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT
VEHICLE / PEDESTRIAN SUPPLEMENT

COMPUTER NUMBER

2190055-07
K4693

A. PASSENGER CAR	E. MOTORCYCLE	I. SCHOOL BUS	M. TRUCK WITH TRAILER
B. LT. TRUCK (FL, ETC.)	F. PEDALCYCLE	J. OTHER BUS	N. FARM EQUIPMENT
C. VAN	G. OFF-ROAD VEHICLE	K. MOTOR HOME	O. OTHER
D. A, B, OR C WITH TRAILER	H. EMERGENCY VEHICLE	L. SINGLE UNIT TRUCK	

YEAR MAKE MODEL
1986 Dodge 6000

PLA (LBZED) VW 465074930 VEHICLE TONED C A YES B NO C LEFT AT SCENE REMOVED BY

YEAR STATE NUMBER TYPE
2004 LA V 816903 TRUCK

YEAR MAKE TYPE YEAR STATE NUMBER

DRIVER'S NAME (LAST, FIRST, MI) none

STREET ADDRESS TELEPHONE #

CITY STATE ZIP CLASS ENDORSEMENTS DRIVER'S LICENSE NUMBER

STREET ADDRESS TELEPHONE #

CITY STATE ZIP

DRIVER'S NAME (LAST, FIRST, MI) Baton Rouge LA

STREET ADDRESS TELEPHONE #

CITY STATE ZIP

DRIVER'S NAME (LAST, FIRST, MI)

STREET ADDRESS TELEPHONE #

CITY STATE ZIP

UPPER BODY CLOTHING LIGHT DARK LOWER BODY CLOTHING LIGHT DARK SEX RACE AGE BIRTH DATE

POSITION	EJECTION	TRAPPED OR EXTRICATED	SEATBELT
A. DRIVER	A-NOT EJECTED B-TOTALLY EJECTED C-PARTIALLY EJECTED D-UNKNOWN	A-NOT TRAPPED B-TRAPPED/EXTRICATED C-TRAPPED/NOT EXTRICATED D-UNKNOWN	A-DEPLOYED B-NOT DEPLOYED C-NOT DEPLOYED/ED/NOT ON D-NOT APPLICABLE E-UNKNOWN
B. PASSENGER IN DRIVER AND PASSENGER SEAT AREA			
C. PASSENGER IN OTHER UNRECORDED PASSENGER OR OUTSIDE AREA (NON-TRAILER UNIT)			
D. PASSENGER IN OTHER UNRECORDED PASSENGER OR OUTSIDE AREA (NON-TRAILER UNIT)			
E. PASSENGER ON TRAILER OR STRUCTURAL TRAILING UNIT			
F. PASSENGER ON TRAILER OR STRUCTURAL TRAILING UNIT			
G. TRAILING ON VEHICLE OUTSIDE NON-TRAILING UNIT			
H. UNKNOWN			

ROB-888 18147

14693

CONTRIBUTING FACTORS AND CONDITIONS

WRITE APPROPRIATE LETTER IN BLOCK

<p>DEFICIENCIES <input checked="" type="checkbox"/></p> <p>A. RAY, CRACK, ETC. ON WINDSHIELD B. WIPER BLADES DEFECTIVE C. VEHICLE OVERLOADED BY LOAD D. TIRE TREAD, ETC. E. BURN F. BULB MISSING G. BURNED WIRE H. HILL I. PAPER, CLOTHING, ETC. J. MOUNTING DEFECTIVE K. BURNED BY HEADLIGHTS L. BURNED BY TAILLIGHTS M. DEFECTIVE BY HIGH LIGHTS BY FIELD OF VIEW N. UNKNOWN O. NO DEFICIENCIES P. OTHER</p>	<p>CONDITION OF DRIVER AND PEDESTRIANS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/></p> <p>A. MORGUE B. INATTENTIVE OR DISTRACTED C. PHYSICAL IMPAIRMENT (EYES, EAR, LEGS) D. SLIPPED E. PRETENSED F. APPARENTLY ASSEMBLACKOUT G. HAD BEEN DRIVING - IMPAIRED H. HAD BEEN DRIVING - IMPAIRED - NOT ADVISED I. DRUG USE - SPANISH J. DRUG USE - NOT SPANISH K. UNKNOWN L. OTHER</p>	<p>MOVEMENT PRIOR TO CRASH <input checked="" type="checkbox"/></p> <p>A. STOPPED B. PROCEEDED STRAIGHT AHEAD C. TRAVELING WRONG WAY D. BACKING E. CROSSED MEDIAN INTO OPPOSING LANE F. CROSSED CENTER LINE INTO OPPOSING LANE G. RAN OFF ROAD (NOT WHILE MAKING TURN AT INTERSECTION) H. CHANGING LANES ON MULTILANE ROAD I. MAKING LEFT TURN J. MAKING RIGHT TURN K. STOPPED PREPARING TO, OR MAKING U-TURN L. MAKING TURN, DIRECTION UNKNOWN M. STOPPED PREPARING TO TURN LEFT N. STOPPED PREPARING TO TURN RIGHT O. SLIPPING TO MAKE LEFT TURN P. SLIPPING TO MAKE RIGHT TURN Q. SLIPPING TO STOP R. PROPERLY PARKED S. ENTERING TRAFFIC FROM SHOULDER T. ENTERING TRAFFIC FROM MEDIAN U. ENTERING TRAFFIC FROM PARKING LANE V. ENTERING TRAFFIC FROM FRONT LANE W. ENTERING FROM FRONT ON RAMP X. LEAVING HIGHWAY VIA OFF RAMP Y. OTHER OR UNKNOWN</p>	<p>VEHICLE CONDITION <input checked="" type="checkbox"/></p> <p>A. DEFECTIVE BRAKES B. DEFECTIVE HEADLIGHTS C. DEFECTIVE REAR LIGHTS D. DEFECTIVE SIGNAL LIGHTS E. ALL LIGHTS OUT F. DEFECTIVE STEERING G. TIRE FAILURE H. WORN OR SMOOTH TIRES I. ENGINE FAILURE J. DEFECTIVE SUSPENSION K. NO DEFECTS OBSERVED L. UNKNOWN DEFECTS M. OTHER</p>	<p>ALCOHOL/DRUG INVOLVEMENT</p> <p>VEHICLE <input checked="" type="checkbox"/> PEDESTRIAN <input checked="" type="checkbox"/></p> <p>ALCOHOL/DRUG PRESENT</p> <p>A. EITHER ALCOHOL OR DRUGS PRESENT B. YES ALCOHOL PRESENT C. YES DRUGS PRESENT D. YES ALCOHOL AND DRUGS PRESENT E. NOT REPORTED F. UNKNOWN</p> <p>ALCOHOL</p> <p>A. TEST REFUSED B. NO TEST GIVEN C. TEST GIVEN, RESULTS FURNISHED D. TEST GIVEN, SAC E. UNKNOWN</p> <p>DRUGS</p> <p>A. TEST NOT GIVEN B. TEST GIVEN, RESULTS FURNISHED C. DRUGS REPORTED (PROPERTY) D. UNKNOWN</p> <p>SUSPECTED DRUGS</p>
<p>VIOLATION <input checked="" type="checkbox"/></p> <p>A. EXCEEDED POSTED SPEED LIMIT B. EXCEEDED UNPOSTED SPEED LIMIT C. PAID D. PASSED SAFELY E. PASSED CLOSELY F. PASSED CENTER G. PASSED PROPERLY H. PASSED PROPERLY I. PASSED PROPERLY J. PASSED PROPERLY K. PASSED PROPERLY L. PASSED PROPERLY M. PASSED PROPERLY N. PASSED PROPERLY O. PASSED PROPERLY P. PASSED PROPERLY Q. PASSED PROPERLY R. PASSED PROPERLY S. PASSED PROPERLY T. PASSED PROPERLY U. PASSED PROPERLY V. PASSED PROPERLY W. PASSED PROPERLY X. PASSED PROPERLY Y. PASSED PROPERLY Z. PASSED PROPERLY</p>	<p>REASON FOR MOVEMENT <input checked="" type="checkbox"/></p> <p>A. TO AVOID OTHER VEHICLE B. TO AVOID PEDESTRIAN C. TO AVOID ANIMAL D. TO AVOID OTHER OBJECT E. PARKING F. VEHICLE OUT OF CONTROL - NOT DRIVING G. VEHICLE OUT OF CONTROL - PARKING H. FOR TRAFFIC CONTROL I. DUE TO CONGESTION J. DUE TO PEDESTRIAN COLLISION K. DUE TO DRIVER CONDITION L. DUE TO DRIVER VIOLATION M. DUE TO VEHICLE CONDITION N. DUE TO ROADWAY CONDITION O. HIGHWAY P. NORMAL MOVEMENT Q. REASON UNKNOWN R. OTHER</p>	<p>HAZARDOUS EVENTS</p> <p>A. OVERTURNED B. PENDING COLLISION C. IMPERSONATION D. JACQUETTE E. OTHER NONCOLLISION F. PEDESTRIAN G. PEDESTRIAN H. RAILROAD TRAIN I. ANIMAL J. MOTOR VEHICLE IN TRAFFIC K. MOTOR VEHICLE IN TRAFFIC IN OTHER ROADWAY L. PARKED MOTOR VEHICLE</p> <p>M. OTHER OBJECT (NOT FROM) N. IMPACT ATTENUATOR O. BRIDGE-PIER ON HIGHWAY P. BRIDGE-PIER ON HIGHWAY Q. BRIDGE-PIER ON HIGHWAY R. BRIDGE-PIER ON HIGHWAY S. BRIDGE-PIER ON HIGHWAY T. BRIDGE-PIER ON HIGHWAY U. BRIDGE-PIER ON HIGHWAY V. OVERHEAD SIGN SUPPORT W. UNKNOWN</p> <p>J. UTILITY POLE K. OTHER POLE L. UTILITY M. OTHER N. OTHER O. OTHER P. OTHER Q. OTHER R. OTHER S. OTHER T. OTHER U. OTHER V. OTHER W. OTHER</p>		

<p>TRAFFIC CONTROL <input checked="" type="checkbox"/></p> <p>A. STOP SIGN B. YIELD SIGN C. NO STOPPING D. TELLER SIGN ON E. STOP SIGN ON F. STOP SIGN ON G. STOP SIGN ON H. STOP SIGN ON I. STOP SIGN ON J. STOP SIGN ON K. STOP SIGN ON L. STOP SIGN ON</p> <p>M. NO CROSSING SIGNAL N. NO CROSSING, NO CONTROL O. STOPPING SIGN (SCHOOL, ETC.) P. SCHOOL FLASHING SPEED SIGN Q. YELLOW NO PARKING LINE R. YELLOW DASHED LINE S. WHITE DASHED LINE T. BLUE LANE U. CROSSWALK V. NO CONTROL W. UNKNOWN X. OTHER</p>	<p>PEDESTRIAN ACTIONS <input checked="" type="checkbox"/></p> <p>A. CROSSING (OTHER) ROAD AT INTERSECTION B. CROSSING (OTHER) ROAD NOT AT INTERSECTION C. WALKING IN ROAD - WITH TRAFFIC D. WALKING IN ROAD - AGAINST TRAFFIC E. SLIPPING IN ROADWAY F. STANDING IN ROADWAY G. GETTING ON OR OFF OTHER VEHICLE H. PUSHING, WORKING ON VEHICLE IN ROAD I. OTHER WORKING IN ROADWAY J. PLAYING IN ROADWAY K. NOT IN ROADWAY OR UNKNOWN L. NOT APPLICABLE M. OTHER IN ROADWAY</p>
<p>ORATION NO. _____ VEH. PED. P.L.S. OR ORD. NO. _____</p> <p>_____ <input type="checkbox"/> <input type="checkbox"/> _____</p> <p>_____ <input type="checkbox"/> <input type="checkbox"/> _____</p> <p>_____ <input type="checkbox"/> <input type="checkbox"/> _____</p> <p>_____ <input type="checkbox"/> <input type="checkbox"/> _____</p>	

HEADED	IN STREET OR HIGHWAY OR DRIVE	FINAL LOCATION OF VEHICLES	DISTANCE TRAVELED AFTER IMPACT	REPORTED	FILED	FILED
W	555 Spanish town	PRIVATE PROPERTY				

DAMAGE TO THIS VEHICLE

AREA DAMAGED: FRONT REAR SIDE UNDER OTHER

EXTENT OF DAMAGE: NONE MINOR MODERATE SEVERE UNKNOWN

INSURANCE ON THIS VEHICLE

INSURANCE COMPANY: **SOUTHERN United Fire Ins. Co.** 6-13-2001

INSURANCE NUMBER: **8200098971** 4-17-2002

AGENCY NAME: **A. Ace Ins. agency** 525-927-1711

AGENCY ADDRESS: **5050 Government St. B.R. LA 70406**

STATE OF LOUISIANA
UNIFORM MOTOR VEHICLE TRAFFIC CRASH REPORT
VEHICLE / PERSON SUPPLEMENT

COMPUTER NUMBER

219,0055-09
KLB

WHOLE
 PARTIAL

VEHICLE 1	24	A. PASSENGER CAR	E. MOTORCYCLE	I. SCHOOL BUS	M. TRUCK WITH TRAILER
		B. LX TRUCK (FL, ETC)	F. PEDALCYCLE	J. OTHER BUS	N. FARM EQUIPMENT
		C. VAN	G. OFF-ROAD VEHICLE	K. MOTOR HOME	O. OTHER
		D. A, B, OR C WITH TRAILER	H. EMERGENCY VEHICLE	L. SINGLE UNIT TRUCK	

YEAR: 1995 NAME: Ford MODEL: TRUCK

PLATE: 2E7DF15YXS CA 35905 VEHICLE TOWED: C YES NO E LEFT AT SCENE

YEAR: 2005 STATE: LA NUMBER: W045321 TYPE: TRUCK

YEAR: NAME: TYPE: YEAR: STATE: ALIEN:

DRIVER'S NAME (LAST, FIRST, MI): Diane

STREET ADDRESS: TELEPHONE #:

CITY: STATE: ZIP:

SEX: CLASS ENDORSEMENTS DRIVER'S LICENSE NUMBER: TRANSPORTED TO MEDICAL FACILITY: YES NO

NAME OF FACILITY:

STREET ADDRESS: CITY: Baton Rouge STATE: LA

PROVIDER'S NAME (LAST, FIRST, MI):

STREET ADDRESS: TRANSPORTED TO MEDICAL FACILITY: A YES C UNKNOWN B NO D REFUSED AD

CITY: STATE: ZIP: NAME OF FACILITY:

PROVIDER'S NAME (LAST, FIRST, MI):

STREET ADDRESS: TELEPHONE #:

CITY: STATE: ZIP: NAME OF FACILITY:

UPPER BODY CLOTHING: LIGHT DARK LOWER BODY CLOTHING: LIGHT DARK SEX: RACE: AGE: MARRY CODE:

SECTION	TRAPPED OR EXTRACTED	REMARKS
A - NOT EJECTED B - TOTALLY EJECTED C - PARTIALLY EJECTED D - UNKNOWN	A - NOT TRAPPED B - TRAPPED (EXTRACTED) C - TRAPPED (NOT EXTRACTED) D - UNKNOWN	A - NOT USED B - USED C - USED ONLY D - USED AND LIFTED E - CHILD SAFETY SEAT F - CHILD SAFETY SEAT USED G - HELMETS USED H - RESTRAINT USE UNKNOWN

14693

CONTRIBUTING FACTORS AND CONDITIONS

WRITE APPROPRIATE LETTER IN BLOCK

VEHICLE DEFECTS

A. PAINT OR GLASS ON WINDSHIELD
 B. WORN OR CRACKED TIRE
 C. VIBRATION BY LOAD
 D. TIRE PRESSURE, ETC.
 E. BRAKE
 F. STEERING
 G. SHOCK
 H. HORN
 I. LIGHTS
 J. MUFFLER
 K. EXHAUST
 L. WASHERS
 M. OTHER

CONDITION OF DRIVER AND PEDESTRIANS

A. WOODS
 B. DISTRACTION OR DROWSY
 C. PHYSICAL DEFICIENCY (EYES, EARS, ETC.)
 D. WEAR
 E. WEAR
 F. APPROPRIATELY ASSESS/BLANKET
 G. HAD BEEN DRIVING - IMPAIRED
 H. HAD BEEN DRIVING - IMPAIRED - NOT IMPAIRED
 I. DRUG USE - IMPAIRED
 J. DRUG USE - NOT IMPAIRED
 K. UNKNOWN
 L. OTHER

MOVEMENT PRIOR TO CRASH

A. STOPPED
 B. PROCEEDING STRAIGHT AHEAD
 C. TRAVELING WRONG WAY
 D. BACKING
 E. CROSSED HIGHWAY INTO OPPOSITE LANE
 F. CROSSED CENTER LINE INTO OPPOSITE LANE
 G. RAN OFF ROAD (NOT WHILE MAKING TURN AT INTERSECTION)
 H. CROSSING LANES ON MULTI-LANE ROAD
 I. MAKING LEFT TURN
 J. MAKING RIGHT TURN
 K. STOPPED PREPARING TO, OR MAKING U-TURN
 L. MAKING TURN, DIRECTION UNKNOWN
 M. STOPPED, PREPARING TO TURN LEFT
 N. STOPPED PREPARING TO TURN RIGHT
 O. SLOWING TO MAKE LEFT TURN
 P. SLOWING TO MAKE RIGHT TURN
 Q. SLOWING TO STOP
 R. PROPERLY PASSED
 S. PASSING NEARLY PASSED
 T. ENTERING TRAFFIC FROM SHOULDER
 U. ENTERING TRAFFIC FROM HIGHWAY
 V. ENTERING TRAFFIC FROM PARKING LANE
 W. ENTERING TRAFFIC FROM DRIVE LANE
 X. ENTERING FROM DRIVE FROM ON RAMP
 Y. LEAVING HIGHWAY OR OFF RAMP
 Z. OTHER OR UNKNOWN

VEHICLE CONDITION

A. DEFECTIVE BRAKES
 B. DEFECTIVE HEADLIGHTS
 C. DEFECTIVE SIGNAL LIGHTS
 D. DEFECTIVE SIGNAL LIGHTS
 E. ALL LIGHTS OUT
 F. DEFECTIVE STEERING
 G. TIRE FAILURE
 H. WORN OR SMOOTH TIRES
 I. IMPROPER FLARE
 J. DEFECTIVE SUSPENSION
 K. NO SAFETY DEVICES
 L. UNKNOWN DEFECTS
 M. OTHER

VEHICLE DEFECTS

A.

B.

VIOLATION

A. EXCEEDED SPEED LIMIT
 B. EXCEEDED SPEED LIMIT
 C. EXCEEDED SPEED LIMIT
 D. EXCEEDED SPEED LIMIT
 E. EXCEEDED SPEED LIMIT
 F. EXCEEDED SPEED LIMIT
 G. EXCEEDED SPEED LIMIT
 H. EXCEEDED SPEED LIMIT
 I. EXCEEDED SPEED LIMIT
 J. EXCEEDED SPEED LIMIT
 K. EXCEEDED SPEED LIMIT
 L. EXCEEDED SPEED LIMIT
 M. EXCEEDED SPEED LIMIT
 N. EXCEEDED SPEED LIMIT
 O. EXCEEDED SPEED LIMIT
 P. EXCEEDED SPEED LIMIT
 Q. EXCEEDED SPEED LIMIT
 R. EXCEEDED SPEED LIMIT
 S. EXCEEDED SPEED LIMIT
 T. EXCEEDED SPEED LIMIT
 U. EXCEEDED SPEED LIMIT
 V. EXCEEDED SPEED LIMIT
 W. EXCEEDED SPEED LIMIT
 X. EXCEEDED SPEED LIMIT
 Y. EXCEEDED SPEED LIMIT
 Z. EXCEEDED SPEED LIMIT

REASON FOR MOVEMENT

A. TO AVOID OTHER VEHICLE
 B. TO AVOID PEDESTRIAN
 C. TO AVOID ANIMAL
 D. TO AVOID OTHER OBJECT
 E. PASSING
 F. VEHICLE OUT OF CONTROL, NOT PASSED
 G. VEHICLE OUT OF CONTROL, PASSING
 H. FOR TRAFFIC CONTROL
 I. DUE TO OBSTRUCTION
 J. DUE TO FRONT CRASH OBSTRUCTION
 K. DUE TO DRIVER CONDITION
 L. DUE TO VEHICLE CONDITION
 M. DUE TO WEATHER
 N. DUE TO PREVIOUS CONDITION
 O. UNKNOWN
 P. NORMAL MOVEMENT
 Q. UNKNOWN
 R. OTHER

ALCOHOL/DRUG PRESENT

A. YES (TEST REPORTED)
 B. YES (ALCOHOL PRESENT)
 C. YES (DRUGS PRESENT)
 D. YES (ALCOHOL AND DRUGS PRESENT)
 E. NOT REPORTED
 F. UNKNOWN

ALCOHOL

A. TEST REPORTED
 B. NO TEST GIVEN
 C. TEST GIVEN, RESULTS PENDING
 D. TEST GIVEN, PAS
 E. UNKNOWN

DRUGS

A. TEST NOT GIVEN
 B. TEST GIVEN, RESULTS PENDING
 C. DRUGS REPORTED (SPECIFY)
 D. UNKNOWN

ALCOHOL/DRUG PRESENT

A.

B.

C.

D.

E.

F.

ALCOHOL/DRUG PRESENT

A.

B.

C.

D.

E.

F.

TRAFFIC CONTROL

A. STOP
 B. STOP
 C. STOP
 D. STOP
 E. STOP
 F. STOP
 G. STOP
 H. STOP
 I. STOP
 J. STOP
 K. STOP
 L. STOP
 M. STOP
 N. STOP
 O. STOP
 P. STOP
 Q. STOP
 R. STOP
 S. STOP
 T. STOP
 U. STOP
 V. STOP
 W. STOP
 X. STOP
 Y. STOP
 Z. STOP

TRAFFIC CONTROL

A. STOP
 B. STOP
 C. STOP
 D. STOP
 E. STOP
 F. STOP
 G. STOP
 H. STOP
 I. STOP
 J. STOP
 K. STOP
 L. STOP
 M. STOP
 N. STOP
 O. STOP
 P. STOP
 Q. STOP
 R. STOP
 S. STOP
 T. STOP
 U. STOP
 V. STOP
 W. STOP
 X. STOP
 Y. STOP
 Z. STOP

HARMFUL EVENTS

A. OVERTURNED
 B. FIRE/EXPLOSION
 C. IMPERSON
 D. JACOBI
 E. OTHER NONCOLLISION
 F. PEDESTRIAN
 G. PEDESTRIAN
 H. RAILROAD TRAIN
 I. ANIMAL
 J. MOTOR VEHICLE
 K. MOTOR VEHICLE
 L. MOTOR VEHICLE
 M. MOTOR VEHICLE
 N. MOTOR VEHICLE
 O. MOTOR VEHICLE
 P. MOTOR VEHICLE
 Q. MOTOR VEHICLE
 R. MOTOR VEHICLE
 S. MOTOR VEHICLE
 T. MOTOR VEHICLE
 U. MOTOR VEHICLE
 V. MOTOR VEHICLE
 W. MOTOR VEHICLE
 X. MOTOR VEHICLE
 Y. MOTOR VEHICLE
 Z. MOTOR VEHICLE

HARMFUL EVENTS

A. OVERTURNED
 B. FIRE/EXPLOSION
 C. IMPERSON
 D. JACOBI
 E. OTHER NONCOLLISION
 F. PEDESTRIAN
 G. PEDESTRIAN
 H. RAILROAD TRAIN
 I. ANIMAL
 J. MOTOR VEHICLE
 K. MOTOR VEHICLE
 L. MOTOR VEHICLE
 M. MOTOR VEHICLE
 N. MOTOR VEHICLE
 O. MOTOR VEHICLE
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 T. MOTOR VEHICLE
 U. MOTOR VEHICLE
 V. MOTOR VEHICLE
 W. MOTOR VEHICLE
 X. MOTOR VEHICLE
 Y. MOTOR VEHICLE
 Z. MOTOR VEHICLE

HARMFUL EVENTS

A. OVERTURNED
 B. FIRE/EXPLOSION
 C. IMPERSON
 D. JACOBI
 E. OTHER NONCOLLISION
 F. PEDESTRIAN
 G. PEDESTRIAN
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 T. MOTOR VEHICLE
 U. MOTOR VEHICLE
 V. MOTOR VEHICLE
 W. MOTOR VEHICLE
 X. MOTOR VEHICLE
 Y. MOTOR VEHICLE
 Z. MOTOR VEHICLE

PEDESTRIAN ACTIONS

A. CROSSING HIGHWAY ROAD
 B. CROSSING HIGHWAY ROAD
 C. WALKING IN ROAD - WITH WHEELS
 D. WALKING IN ROAD - AGAINST TRAFFIC
 E. STANDING IN ROADWAY
 F. STOPPING IN ROADWAY
 G. GETTING ON OR OFF OTHER VEHICLE
 H. PLAYING WORKING ON VEHICLE IN ROAD
 I. OTHER WORKING IN ROADWAY
 J. PLAYING IN ROADWAY
 K. NOT IN ROADWAY OR UNKNOWN
 L. NOT APPLICABLE
 M. OTHER IN ROADWAY

PEDESTRIAN ACTIONS

A. CROSSING HIGHWAY ROAD
 B. CROSSING HIGHWAY ROAD
 C. WALKING IN ROAD - WITH WHEELS
 D. WALKING IN ROAD - AGAINST TRAFFIC
 E. STANDING IN ROADWAY
 F. STOPPING IN ROADWAY
 G. GETTING ON OR OFF OTHER VEHICLE
 H. PLAYING WORKING ON VEHICLE IN ROAD
 I. OTHER WORKING IN ROADWAY
 J. PLAYING IN ROADWAY
 K. NOT IN ROADWAY OR UNKNOWN
 L. NOT APPLICABLE
 M. OTHER IN ROADWAY

PEDESTRIAN ACTIONS

A. CROSSING HIGHWAY ROAD
 B. CROSSING HIGHWAY ROAD
 C. WALKING IN ROAD - WITH WHEELS
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 E. STANDING IN ROADWAY
 F. STOPPING IN ROADWAY
 G. GETTING ON OR OFF OTHER VEHICLE
 H. PLAYING WORKING ON VEHICLE IN ROAD
 I. OTHER WORKING IN ROADWAY
 J. PLAYING IN ROADWAY
 K. NOT IN ROADWAY OR UNKNOWN
 L. NOT APPLICABLE
 M. OTHER IN ROADWAY

PEDESTRIAN ACTIONS

A. CROSSING HIGHWAY ROAD
 B. CROSSING HIGHWAY ROAD
 C. WALKING IN ROAD - WITH WHEELS
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 G. GETTING ON OR OFF OTHER VEHICLE
 H. PLAYING WORKING ON VEHICLE IN ROAD
 I. OTHER WORKING IN ROADWAY
 J. PLAYING IN ROADWAY
 K. NOT IN ROADWAY OR UNKNOWN
 L. NOT APPLICABLE
 M. OTHER IN ROADWAY

PEDESTRIAN ACTIONS

A. CROSSING HIGHWAY ROAD
 B. CROSSING HIGHWAY ROAD
 C. WALKING IN ROAD - WITH WHEELS
 D. WALKING IN ROAD - AGAINST TRAFFIC
 E. STANDING IN ROADWAY
 F. STOPPING IN ROADWAY
 G. GETTING ON OR OFF OTHER VEHICLE
 H. PLAYING WORKING ON VEHICLE IN ROAD
 I. OTHER WORKING IN ROADWAY
 J. PLAYING IN ROADWAY
 K. NOT IN ROADWAY OR UNKNOWN
 L. NOT APPLICABLE
 M. OTHER IN ROADWAY

LOCATION AND DISTANCE

LOCATION: 800 N 643

DISTANCE: 95 Roadway

DATE: 7-1-83

TIME: 3:00

DAMAGE TO THIS VEHICLE

TYPE OF DAMAGE: 1ST

EXTENT OF DAMAGE: 1ST

REPAIRS: 1ST

OTHER: 1ST

INSURANCE THE VEHICLE

INSURANCE CO. NAME NOT APPLICABLE

STATE: LA

POLICY NUMBER: LA 0893 C 09183

AGENT NAME: 366 SKI bin SKI

AGENT ADDRESS: 1933 PERKINS Rd

AGENT PHONE: BATON ROUGE LA 70808

2025-088 10150

Robert M. Silverman, Esquire
Identification No. 33914
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFFS

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

DIANE SHERIDAN-BARR AND
THOMAS BARR
533 Martin Street
Philadelphia, PA 19128

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

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

COMPLAINT
CODE: 1900

1. Plaintiffs, Diane Sheridan-Barr and Thomas Barr, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 533 Martin Street, Philadelphia, PA 19128.

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 June 27, 2000, Plaintiffs purchased a new 2000 Ford Taurus, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAPP55S9YA169328.

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 \$22,609.20. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

13. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

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

15. Conshohocken Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about June 27, 2000, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

22. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: defective

brakes; and car sticks in gear. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

25. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

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

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

40. 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.

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. 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."

47. 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.*

48. 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 or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

49. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-

50. 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.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand 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 Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs

1403 RIDGE PIKE
CONSHOHOCKEN PA 19428
(610)279-1700

Depl #8800 Cust 93547 Date 06/27/00
Res. Phone [REDACTED]
Address [REDACTED] PHILADELPHIA PA [REDACTED] S.S.# [REDACTED]

agree to purchase from CONSHOHOCKEN FORD, INC. the vehicle described below. New Used Demo
Year 2000 Make FORD Model TAURUS Cylinder 6 Ext Color SILVER Int. Int. RED GRAPHIC
Stock No. 7338 Serial No. 1FADP5599VA169328

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)
THE INFORMATION SET ON THE WINDOW FORM FOR THIS VEHICLE
IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM
OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT SALE.

"AS IS" THE MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY
EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE
ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT
PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

MAKE OF TRADE-IN	MILEAGE	MAKE
YEAR	MODEL	
SERIAL NO		
BALANCE OWED TO		
ADDRESS		
PHONE		
ACCT. #		
PAYOFF GOOD TILL		
PAYOFF GIVEN BY		

PRICE OF VEHICLE	23300.00
ACCESSORIES	NONE
ADDITIONAL EQUIP	NONE
ALARM	NONE
SERVICE CONTRACT	325.00
PAINT SEALANT	NONE
UNDERCOAT	NONE
FABRIC PROTECTION	NONE
GAP PROTECTION	NONE

MAKE OF TRADE-IN	MILEAGE	MAKE
YEAR	MODEL	
SERIAL NO		
BALANCE OWED TO		
ADDRESS		
PHONE		
ACCT. #		
PAYOFF GOOD TILL		
PAYOFF GIVEN BY		

TOTAL PRICE	20830.00
LESS MANUFACTURERS REBATE	1000.00
LESS TRADE IN VALUE	NONE

AGENT DIRECT
ADDRESS 521 W BUTLER AVE
CITY & STATE CHALFONT PA 18914
PHONE (215)822-7769
INSURANCE STATE INS CO
POLICY NO 028513626
INSURANCE VERIFIED
EFFECTIVE DATES FROM 06/02/00 TO 06/02/01

TOTAL TAXABLE AMOUNT	19830.00
SALES TAX	1386.10
DOCUMENT FEES	NONE
ON LINE REGISTRATION FEES	NONE
LICENSE AND TITLE FEES	33.50
PENNA TIRE TAX	5.00
LUXURY TAX	NONE
TRADE PAYOFF AMOUNT	NONE

TOTAL AMOUNT DUE	21256.60
LESS CASH DUE	15500.00
AMOUNT DUE OR FINANCED	5756.60
36 PAYMENTS OF 169.70 TO FORD MOTOR CREDIT COMPANY	

THESE ARE NO WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE MADE BY THE
MANUFACTURER OF THE MOTOR VEHICLE, OR THE MANUFACTURER OF THE VEHICLE OR CHASSIS REQUIRED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE
WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY DELIVERED TO THE BUYER WITH SUCH A VEHICLE OR CHASSIS AND HEREBY MADE PART OF HEREOF AS THOUGH FULLY SET FORTH
HEREIN. THIS WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.
IN THE CASE OF A USED VEHICLE OR CHASSIS, THE APPLICABILITY OF ALL
WARRANTIES IS LIMITED TO THE MANUFACTURER'S WARRANTY AS SET FORTH IN THE TERMS OF SUCH A WARRANTY. ASK SALES PERSON FOR A COPY OF
THE MANUFACTURER'S WARRANTY.
BY ACCEPTING THIS OFFER, YOU, THE BUYER MAY CHOOSE THIS
OFFER OR CHOOSE TO BE COVERED BY AN AUTHORIZED DEALER REPRESENTATIVE BY SIGNING
THIS OFFER. IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO REVALUATION OF
THE VEHICLE. WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE
IN VEHICLE. MECHANICAL DEFECTS WHICH HAVE BEEN REPAIRED OR REPLACED WITH PARTS OR ACCESSORIES
MAY BE COVERED BY THIS OFFER OR NOT. INCLUDING TIRES HAVE BEEN REPAIRED OR REPLACED WITH PARTS OR ACCESSORIES.
I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND HEREBY ACKNOWLEDGE A COPY OF THIS OFFER.

DEALER AUTHORIZED SIGNATURE [REDACTED] DATE 06/27/00
CUSTOMER SIGNATURE [REDACTED] DATE 06/27/00
CO-SIGNER SIGNATURE [REDACTED] DATE 06/27/00

DIANE M SHERIDAN-BARR THOMAS M BARR
333 MARTIN ST
PHILADELPHIA PA 19128

CREDITOR (Seller Name and Address)

CONSHOHOCKEN FORD, INC.
1483 RIDGE PIKE
CONSHOHOCKEN PA 19426

The Buyer and the Seller agree that the vehicle described herein is being sold as credit. The "Cash Price" shown below is the cash price of the vehicle. The Buyer agrees to purchase the vehicle on credit under the agreement on the front and back of this contract.

Year and Make	Model	Vehicle Identification Number	Use For Vehicle Purpose?
NEW 2000 FORD	TAURUS	1FAFP5399YA169328	<input type="checkbox"/> Personal <input type="checkbox"/> Agriculture <input type="checkbox"/> Commercial

Target Year and Make Gross Allowance Amount Owning

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$ 20385.00 (1)
2. Down Payment	
Third Party Rebate Assigned To Creditor	\$ 1000.00
Cash Down Payment	\$ 15385.00
Trade-In	\$ N/A \$ N/A \$ N/A
Total Down Payment	\$ 16385.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 3800.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)	
To Insurance Companies for	
Credit Life Insurance (for term of contract)	\$ N/A
Credit Disability Insurance (for term of contract)	\$ N/A
To Public Officials () for license (\$ N/A, title (\$ 22.50), & registration (\$ 5.00, fees \$ N/A, (M) for filing fees \$ 5.00, (M) for taxes (not in Cash Price) \$ 5.00	\$ 38.50
To CONSHOHOCKEN FORD for Dealer Service	\$ N/A
To STATE OF PA for SALES TAX	\$ 1308.10
To FORD ESP for	\$ 525.00
Total	\$ 1951.60 (4)
5. Amount Financed (3 plus 4)	\$ 3756.60 (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate 3.50 %	The dollar amount the credit will cost you 332.60	The amount of credit provided to you or on your behalf 3756.60	The amount you will have paid when you have made all scheduled payments 6199.80	The total cost of your purchase on credit, including your down payment 20385.00

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Monthly	35	\$ 169.70	(Money starts) JUL 27 00
1 time		\$ 169.70	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL VEHICLES: The charge shown in the above box for late payment is based on a gross vehicle weight of less than 10,000 pounds. If the vehicle's gross weight is 10,000 pounds or more, you must pay a late charge on the 30th day after 15 days late. The charge is a percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing, as well as your down payment and goods on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER *Thomas M Barr* CO-BUYER *Diane M Sheridan-Barr*

NOTICE TO BUYER

Do not sign this contract in blank.
 You are entitled to an exact copy of the contract you sign.
 Keep it to protect your legal rights.

INSURANCE

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Credit Life Insurer
 \$ N/A Premium Insured(s)
 Signature(s)

Disability Insurer
 \$ N/A Premium Insured(s)
 Signature

Type of Insurance N/A Insurer
 \$ N/A Term Premium N/A
 Signature

Credit Life and Credit Disability insurance are for the term of the contract. The amount and coverage are shown in a notice of agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverage cheapest for the term shown. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive N/A Deductible Collision
 Fire-Theft-Combined Additional Coverage
 Towing and Labor
 Term Months (Estimate) Premium \$ N/A

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

Year and Make	Model	Gross Vehicle Weight	Vehicle Identification Number	Use For Which Purpose
NEW 2000 FORD	TAURUS		1FRFP3589YR189328	<input type="checkbox"/> Personal <input type="checkbox"/> Agriculture <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	N/A	N/A	Amount Owning
ITEMIZATION OF AMOUNT FINANCED					
1. Cash Price					\$ 28395.00 (1)
2. Down Payment					\$ 1898.00
Third Party Rebate Assigned To Creditor					\$ 15500.00
Cash Down Payment					\$ N/A
Trade-In	\$	N/A	\$	N/A	\$
Total Down Payment \$ 15500.00 (2)					
3. Unpaid Balance of Cash Price (1 minus 2)					\$ 38895.00 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts):					
To Insurance Companies for:					
Credit Life Insurance (for term of contract)					\$ N/A
Credit Disability Insurance (for term of contract)					\$ N/A
[Term Months (Estimate) N/A]					
To Public Official (I) for license (\$ N/A), title (\$ 22.50), registration (\$ 6.00), less \$ N/A					\$ 38.50
(II) for taxes not in Cash Price \$ 3.00					\$ 38.50
To COMMERCEBANK FORD for Dealer Service					\$ N/A
To STATE OF OH for SALES TAX					\$ 1388.10
To FORD for					\$ 525.98
To					\$ N/A
Total \$ 1951.68 (4)					
Total Amount Financed \$ 5756.68 (5)					

INSURANCE
YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Credit Life Insurer

\$ N/A Premium Insured(s)

Signature(s)

FINANCIAL CHARGE	FINANCIAL CHARGE	FINANCIAL CHARGE	FINANCIAL CHARGE	FINANCIAL CHARGE
3.96	332.68	5756.68	6187.28	28047.28

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	30	\$ 169.78	(monthly starting) JUL 27 00
	1st	\$ 169.78	

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

COMMERCIAL VEHICLES: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicle weight of less than 10,000 pounds. If the vehicle you purchased has a gross vehicle weight of 10,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle and you are breaching under the contract, as well as both your and goods put on the vehicle and money or goods involved for the vehicle.

NON-MODIFICATION DISCLOSURE

Any time [redacted]

BUYER: [redacted]

Do not sign this contract in blank.
 You are entitled to an exact copy of the contract you sign.

By signing [redacted]

assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company

Signature

Insurer Premium

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverage needed for the term shown. Coverage will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive \$ N/A Deductible Collision

Fire-Theft-Combin'd Additional Coverage

Towing and Labor

Term Months (Estimate) N/A Premium \$ N/A

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000
 88-081

of signing

1403 Ridge Pike
CONSHOHOCKEN, PA 19380
Phone: 610-879-1700
Fax: 610-879-4821
www.conshohockenford.com

Motorcraft

(Handwritten circled '44')

CUSTOMER TAG 53547	ADVISOR MICHAEL QUINN 8748	TAG NO. 8328	BOOKING DATE 07/28/00	BOOKING NO. FOCS148276
	LABOR RATE	LICENSE NO.	SALES MED GRAPHI	STOCK NO. 7338
	YEAR / MAKE / MODEL CONCORD TAURUS 4 DR SE SVT EDN	MILEAGE 936	DELIVERY DATE 06/27/00	DELIVERY MILE 288
PHILADELPHIA, PA	VIN 1G1E9328		ISSUE NO.	PRODUCTION DATE
	F.Y.E. NO.	F.C. NO.	R.S. DATE 07/26/00	
COMMENTS				

JOB# 1 CHARGES

LABOR
JP 1 07F02

TRANSMISSION CONCERN HOURS: 0.70 TECH(S): 9001
 CUSTOMER STATES WHEN DRIVING THE VEHICLE THE TRANSMISSION
 LIPS WHEN PUSHING DOWN THE GAS PEDAL.
 MAY BE A DRIVEABILITY CONCERN CHECK AND ADVISE
 CONCERN ALSO SEEMS TO BE MORE EVIDENT W/AL OR
 PERFORMED ETC SYSTEMS TEST AND ROAD TEST NO ABNORMAL
 CONDITION FOUND OR FELT DRIVEABILITY SEEMS TO BE
 THE SAME AS OTHER LIKE TAURUSES

WARRANTY

SERVICE DEPARTMENT HOURS:
 Mon. - Thurs: 7:00 a.m. - 7:00 p.m.
 Friday: 7:00 a.m. - 6:00 p.m.
 Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 0.00

TOTALS

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

CUSTOMER SIGNATURE

LIMITED LABOR WARRANTY

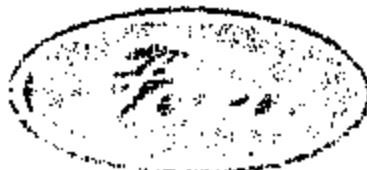
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 100,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WIRING DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNERS CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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PLAINTIFF'S EXHIBIT
3

COPIES 3

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CLASSIFICATION NO. 53547	ADDRESS PETER P. MONTELEONE #827	TAX NO. 328	INVOICE DATE 10/18/00	VEHICLE NO. FORDS16886
	LABOR RATE	LICENSE NO. 3172	COLOR MED GRAPH	FLOOR NO. 7338
	YEAR / MAKE / MODEL 2000 DODGE/DODGE/PT CRUISER		DELIVERY DATE 06/27/00	DELIVERY MILE 288
	P.T.S. NO.		SELLER DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA			R.C. DATE 10/18/00	

JOB# 1 CHARGES		
LABOR		
J# 1 21FDZ030005 3 K SRV INTERVAL	HOURS: TECH(S):8715	15.45
3000 MILE SERVICE INTERVAL		
PERFORM 3,000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND FILTER, AND MULTI POINT INSPECTION, FLUIDS, ETC.		
PARTS		
QTY. PP. NUMBER DESCRIPTION UNIT PRICE		
1 PL-820-5 FILTER 968738 5.50		5.50
TOTAL - PARTS		5.50
G.O.B. & SUPPLIES		
5.0 OIL		6.00
1.0 WASTE DISPOSAL FEE	3.000 /UNIT	3.00
TOTAL - GOG		9.00
JOB# 1 TOTALS		
	LABOR	15.45
	PARTS	5.50
	G.O.G.	9.00
JOB# 1 JOURNAL PREFIX FCS JOB# 1 TOTAL		27.45
JOB# 2 CHARGES		
LABOR		
J# 2 16FOZB-PROGRAM B PROGRAM	HOURS: 0.40 TECH(S):8715	WARRANTY
DABBS REPROGRAM POWER TRAIN CONTROL		
REFLASH PCM		
JOB# 2 TOTALS		
	LABOR	0.00
JOB# 2 JOURNAL PREFIX FCS JOB# 2 TOTAL		0.00
TOTALS		
	TOTAL LABOR	15.45
	TOTAL PARTS	5.50
	TOTAL G.O.B.	9.00
	TOTAL DISC COM.	0.00
	TOTAL DISC DISC	0.00
	TOTAL TAX	1.65
	TOTAL INVOICE \$	29.10

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS-WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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CUSTOMER SIGNATURE



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Fax: 810-279-4821

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CONSHOHOCKEN, PA 19028
Phone: 610-875-1700
Fax: 610-875-4821
www.conshohockenford.com

STATION NO. 53647	ADVISOR ARCHIE E GIBBS 3637	YTD NO. 8328	PLATE DATE 02/01/01	STOCK NO. 162876
	LAST NAME GIBBS	PLATE NO. KJL22	COLOR SILVER/RED	STOCK NO. 7338
	YEAR / MAKE / MODEL 2000 FORD TAURUS LX DR SE 2.0L 4CYL	PLATE ROAD	DELIVERY DATE 04/27/00	DELIVERY MILE 280
			DELIVERY DATE 02/01/01	PRODUCTION DATE
PHILADELPHIA, PA			A. & B. DATE	
ADDRESS	COMPANY			

JOB#	CHARGES	HOURS	TECH(S)	TOTAL
JOB# 1	LABOR 371 21FDZ036005 3 K Srv INTERVAL 3000 MILE SERVICE INTERVAL TOP OFF FLUIDS AND SET TIRE PRESSURES PERFORM 3 000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND FILTER AND MULTI POINT INSPECTION FLUIDS, ETC.	15.45	371	15.45
	PARTS QTY: 1 PP NUMBER: FL-850-5 DESCRIPTION: FILTER 988738 UNIT PRICE: 5.50 TOTAL - PARTS: 5.50			5.50
	G.O.G. & SUPPLIES 1.0 OIL WASTE DISPOSAL FEE \$ 6.90 /UNIT TOTAL - GOG: 6.90			6.90
JOB# 1 TOTALS		15.45		15.45
JOB# 2	LABOR 371 20FD203 ROTATE TIRES	10.95	371	10.95
JOB# 2 TOTALS		10.95		10.95
JOB# 3	LABOR 371 3412FDZ NISC BODY CUSTOMER STATES THE SHIFTER BUTTON WOULDN'T PUSH IN TO SHIFT HAD TO KEEP TRYING, WORKING OR NOW. WORK OK AT THIS TIME	0.00	371	0.00
JOB# 3 TOTALS		0.00		0.00
JOB# 4	LABOR 371 444F02BK10 FRONT BRAKES REAR BRAKES	0.00	371	0.00

SERVICE DEPARTMENT HOURS:
Mon. - Thurs: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 16 MONTHS OR 1600 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENT, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/BUYER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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12/04/02

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Motorcraft

ORDER NO. 53547	ADVISOR ARCHIE E GIBBS 2577	YACR NO. 8328	INVOICE DATE 02/11/01	INVOICE NO. 6005162876
	LABOR TIME VJFB22	ALDO NO. 8048	BOOK NO.	
	YEAR / MAKE / MODEL 000000TAURUS DR BE SVG SON		STOCK NO. 7338	
	VIN 1E4EP55C0VA188328		DEBIT DATE 02/27/01	DEBIT MILE 298
	SALES NO.		SELLING DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA			R.C. DATE 02/01/01	
COMMENTS				

JOB# 4 TOTALS.....		JOB# 4 JOURNAL PREFIX FCS JOB# 4 TOTAL		0.00
JOB# 5 CHARGES.....		JOB# 5 JOURNAL PREFIX FCS JOB# 5 TOTAL		0.00
LABOR	TYPES	HOURS:	TECH(S):	0.00
5-44POZZTIRE	FRONT TIRES		1	
	REAR TIRES			
JOB# 6 TOTALS.....		JOB# 6 JOURNAL PREFIX FCS JOB# 6 TOTAL		0.00
COMMENTS		TOTALS		
		TOTAL LABORS.....	25.40	
		TOTAL PARTS.....	5.00	
		TOTAL SLEET.....	6.00	
		TOTAL O.D.B.....	7.00	
		TOTAL MISC CHG.....	0.00	
		TOTAL MISC OYSC.....	0.00	
		TOTAL TAX.....	2.59	
		TOTAL INVOICE \$	41.99	

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

**YOUR NEXT QualityCare
APPOINTMENT IS**

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN REPAIRING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 18 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/BUYER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PARTS IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTS. AND/OR SERVICE BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

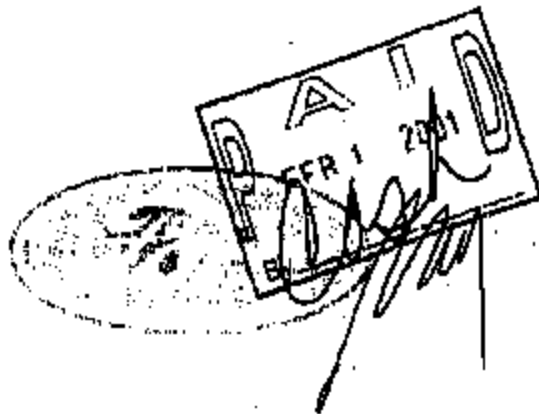
*Thank You,
We appreciate
your business!*

CONSHOHOCKEN

1403 Ridge Pike
CONSHOHOCKEN, PA 19438
Phone: 810-278-1700
Fax: 810-278-4821

12:04:32

CUSTOMER SIGNATURE



QualityCare

at your service

Name: _____ Year/Model: _____ Date: _____

License Plate: _____ VIN: _____ Repair Order #: _____

REPORT CARD

MAY REQUIRE FUTURE ATTENTION

EVERY 5,000 (OR 1,500) MILES:

- Check operation of horns, interior lights (map light/trunk/dome/glove), exterior lamps, turn signals, hazard warning lights, and brake lights
- Check windshield washer spray, wiper operation, and wiper blades
- Inspect half shaft boots, if equipped
- Visually inspect exhaust system for leaks, damage, loose parts, and remove any foreign materials trapped by shielding
- Inspect and lubricate drive shaft, transmission, u-joints, and transmission shift linkage (if equipped)
- Inspect and lubricate steering and steering linkages
- Inspect and lubricate suspension
- Visually inspect radiator, hoses, and air conditioning hoses for leaks or damage

CHECK AND FILL:

- 4x4 transfer case, front drive axle, and clutch reservoir fluid (truck only)
- Transmission fluid
- Brake fluid
- Power steering fluid
- Coolant recovery reservoir fluid
- Window washer fluid

EVERY 15,000 MILES:

- Inspect brake system including lines, hoses and parking brake
- Inspect engine cooling system, hoses, clamps
- Inspect non-scrapped accessory drive belt (only at 105,000-mile intervals)

EVERY 30,000 MILES:

- Inspect clutch operation*
- Inspect evaporative fuel system hoses and tubes (only at 60,000- and 120,000-mile intervals)*
- Visually inspect battery and clean terminals (if required)
- Inspect accessory drive belt (not required at 30,000 miles)*

* Only applies to pre-1999 vehicles.

REPORT CARD

MAY REQUIRE FUTURE ATTENTION

NON-MILEAGE RELATED CHECKS:

- Inspect shocks/struts for excessive bounce, leaks and damage
- Inspect windshield for cracks, chips, and pitting
- Check battery performance
- Visually inspect for oil/fluid leaks

BRAKES & TIRES:

Brake Lining 7 mm
Tire Tread 8 32nds
Wear Pattern _____
Tire Pressure 32 psi

Brake Lining 7 mm
Tire Tread 8 32nds
Wear Pattern _____
Tire Pressure 32 psi



Brake Lining 5 mm
Tire Tread 8 32nds
Wear Pattern _____
Tire Pressure 32 psi

Brake Lining 5 mm
Tire Tread 8 32nds
Wear Pattern _____
Tire Pressure 32 psi

Comments: _____

Technician: _____
 Service Advisor: _____

*This Courtesy Inspection completed by your
Quality Care Service Team*

QualityCare
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LL

CUSTOMER NO. E3547	ADDRESS ARCHIE F GIBBS 3537	TAX NO. 8328	INVOICE DATE 02/23/01	SALES NO. R106164612
	LABOR RATE	USFINO NO. VJF822	DELIVERY R700	COLOR SILVER/MED
	YEAR/MAKE/MODEL 00/FORD/TAURUS DR SE SV6 SON		DELIVERY DATE 08/27/00	STOCK NO. 7338
			SELLER DEALER NO.	DELIVERY MILE 288
PHILADELPHIA, PA	R.T.S. NO.		A.O. DATE 02/23/01	PRODUCTION DATE
REPAIR ORDER PHONE	REPAIR ORDER PREFIX	COMMENTS		

JOB# 1 CHARGES

LABOR
 JOB# 1 10FOZ ELECTRICAL CONCERN HOURS: 0.30 TECH(S):192 WARRANTY
 CUSTOMER STATES SHIFTER WON'T COME OUT OF PARK.
 ENG RUNNING, FOOT ON BRAKE PEDAL.
 REPLACE BRAKE SWITCH RECHECK, OK.

PARTS	QTY	PP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	VF12-13480-AA	SM ASY- 370499		0.00
TOTAL - PARTS					0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 0.00

COMMENTS
TOW, IN ROAD SIDE.

TOTALS

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL S.D.G.	0.00
TOTAL DISC CHG.	0.00
TOTAL DISC DYS.	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
 Friday: 7:00 a.m. - 8:00 p.m.
 Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THE REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 100,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS—WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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2/23/01



CUSTOMER SIGNATURE _____ DUPLICATE INVOICE *****

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Motorcraft

CLASSIFICATION 53547	ADVISOR ARCHIE E GIBBS 3637	TAX NO. 8328	WARRANTY DATE 05/02/01	WARRANTY NO. FDC8188218
	VEHICLE NO. KJF822	MILEAGE 8328	ORDER SILVER/MED	STOCK NO. 7338
	YEAR / MAKE / MODEL 00/FORD/AURUS4 DR SE-SVB SDN		DELIVERY DATE 06/27/00	DELIVERY MILES 288
	VEHICLE ID. NO. 1FAPP558BYA 168328		SELLER DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA	F. T. S. NO.	P. O. NO.	K. O. DATE 06/02/01	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

JOB# 1 CHARGES				LABOR		WARRANTY	
JOB# 1 40FDZ01S08 DISCOB RECALL				HOURS: 0.50		TECH(S): 371	
BRAKE LAMP SWITCH REPLACEMENT							
DISCOB 4 ADMPR							
REPLACE BRAKE LAMP SWITCH							
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY		
	1	YP12-13480-AA	SW ASY - 370499		0.00		
JOB# 1 TOTALS							
JOB# 2 CHARGES				JOB# 1 JOURNAL PREFIX FOC5		JOB# 1 TOTAL 0.00	
LABOR				HOURS: 0.00		TECH(S): 371	
JOB# 2 83FOZ MISC NOISE CONCERN							
CUSTOMER STATES NOISE HEARD FROM							
PASSENGER FRONT WHEN GOING OVER BUMPS.							
ROAD TEST OVER BUMPS NORMAL STREET SOUND.							
COULD NOT DUPLICATE ANYTHING ABNORMAL.							
JOB# 2 TOTALS				JOB# 2 JOURNAL PREFIX FOC5		JOB# 2 TOTAL 0.00	
TOTALS							
				TOTAL LABOR	0.00		
				TOTAL PARTS	0.00		
				TOTAL SUBLET	0.00		
				TOTAL S. O. S.	0.00		
				TOTAL MISC CHG	0.00		
				TOTAL MISC DISC	0.00		
				TOTAL TAX	0.00		
				TOTAL INVOICE \$	0.00		

SERVICE DEPARTMENT HOURS:
 Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
 Friday: 7:00 a.m. - 8:00 p.m.
 Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
 THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHOWTS, AND FUEL SYSTEMS-WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THE PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVERY FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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CUSTOMER NAME E3547	ADDRESS MICHAEL QUINN 6745	TAX NO. 8328	WORK DATE 07/13/01	WORK TIME 08:00-12:00
	LICENSE NO. VJF822	MLBADE 10228	COLOR SH VERMION	STOCK NO. 7338
	YEAR / MAKE / MODEL 2000 FORD TAURUS 4 DR SE SV8 80N		DELIVERY DATE 08/27/00	DELIVERY MILE 288
PHILADELPHIA, PA	F.T.E. NO.		SELLING DEALER NO.	PRODUCTION DATE
PHONE	ADDRESS	COMMENTS	R.C. DATE 07/13/01	

SERVICE DEPARTMENT HOURS:
 Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
 Friday: 7:00 a.m. - 8:00 p.m.
 Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
 THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 10000 MILES FROM THE DATE EACH REPAIR WAS COMPLETED. THE LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS—WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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JOB# 1 CHARGES			
LABOR			
J# 1 21FD203000S	3 K SRY INTERVAL 1000 MILE SERVICE INTERVAL TOP OFF FLUIDS AND SET TIRE PRESSURES PERFORM 3 000 MILE SERVICE PER FORDS MANUAL, CHANGE OIL AND FILTER, AND MULTI POINT INSPECTION, FLUIDS, ETC.	HOURS: TECH(S):30S	15.45
PARTS	QTY. FP NUMBER DESCRIPTION	UNIT PRICE	
	1 FL 800-S FILTER 966738	5.50	5.50
TOTAL - PARTS			5.50
G.O.G. & SUPPLIES			
	5.0 OIL		5.00
	1.0 WASTE DISPOSAL FEE	0.500 UNIT	0.50
TOTAL - GOG			5.50
JOB# 1 TOTALS			20.95
		LABOR	15.45
		PARTS	5.50
		G.O.G.	0.00
JOB# 1 JOURNAL PREFIX POCs			27.45
JOB# 2 CHARGES			
LABOR			
J# 2 02PDZ	BRAKE CONCERN CUSTOMER STATES SHAKES WHEN BRAKING ESP NOTICED AT HIGHER SPEEDS DIAG AND MACHINE BOTH FRONT ROTORS	HOURS: 1.30 TECH(S):30S	WARRANTY
JOB# 2 TOTALS			0.00
JOB# 2 JOURNAL PREFIX POCs			0.00
JOB# 3 CHARGES			
LABOR			
J# 3-44FOZTIRE12	TIRES FRONT TIRES 17/32 REAR TIRES 12/32	HOURS: TECH(S):1	0.00
JOB# 3 TOTALS			0.00
JOB# 3 JOURNAL PREFIX POCs			0.00





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ORDER NO. 63847	APPROX MICHAEL QUINN 8746	FAH NO. 9328	INVOICE DATE 07/13/01	INVOICE NO. 5174372
DIANE BARR 533 MARTIN ST	LAUNCH DATE VJF822	RELEASE 10226	COLOR SILVER/450	TRUCK NO. 7338
PHILADELPHIA, PA 19128	TRUCK / MAKE / MODEL CONCEPTALURUSA OR SE SUB SDN		DEIVERY DATE 08/27/00	DEIVERY MILE 268
			SELLING DEALER NO.	PRODUCTION DATE
			R. & DATE 07/13/01	
PHONE/FAX 215.487.7623	SALES/LEASE 215.661.8812	ADDRESS		

TOTALS

TOTAL LABORS	15.45
TOTAL PARTS	1.00
TOTAL SUBLET	0.00
TOTAL S.O.B.	0.00
TOTAL DISC 5%	0.00
TOTAL DISC 10%	0.00
TOTAL TAX	1.00
TOTAL INVOICE \$	29.10

CUSTOMER SIGNATURE

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

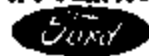
**YOUR NEXT QualityCare
APPOINTMENT IS**

LIMITED LABOR WARRANTY

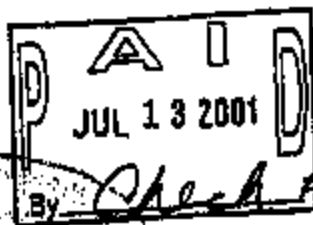
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 15000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS—WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNED/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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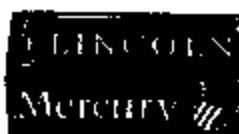


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QualityCare™



MULTI-POINT INSPECTION REPORT CARD AS RECOMMENDED BY FORD MOTOR COMPANY

Name: BARRYear/Model: 00 Taurus

Date: _____

License Plate: _____

VIN: _____

RO/Tag #: 174372

MAY REQUIRE FUTURE ATTENTION

EVERY 3,000 OR 4,000 MILES:

 Check operation of horn, interior lights (map light/trunk/dome/glove), exterior lamps, turn signals, hazard warning lights, and brake lights Check windshield washer spray, wiper operation, and wiper blades Visually inspect radiator, heater, and air conditioning hoses for leaks or damage Inspect CV drive axle boots, if equipped Visually inspect exhaust system for leaks, damage, loose parts, and remove any foreign materials trapped by shielding Inspect and lubricate drive shaft, transmission, n-joints, and transmission shift linkage (if equipped) Inspect and lubricate steering and steering linkages Inspect and lubricate suspension Inspect shocks/struts for excessive bounce, leaks and damage 4x4 transfer case, front drive axle, and clutch reservoir fluid (truck only) Transmission fluid Brake fluid Power steering fluid Coolant recovery reservoir fluid Window washer fluid

EVERY 15,000 MILES:

 Inspect brake system including lines, hoses and parking brake
Check wheel end for end-play and bearing noise Inspect engine cooling system, hoses, clamps Inspect non-neoprene accessory drive belt (only at 105,000-mile interval)

EVERY 30,000 MILES:

 Inspect clutch operation* Inspect evaporative fuel system hoses and tubes (only at 60,000- and 120,000-mile intervals)* Visually inspect battery and clean terminals (if required) Inspect neoprene accessory drive belt (not required at 30,000 miles)*

* Only applies to pre-1999 vehicles.

MAY REQUIRE FUTURE ATTENTION

NON-MILEAGE RELATED CHECKS:

 Inspect windshield for cracks, chips, and pitting Visually inspect for oil/fluid leaks

Check battery performance

 GOOD RECHARGE & RECHECK BAD

Cold cranking amps

_____ Factory Spec.

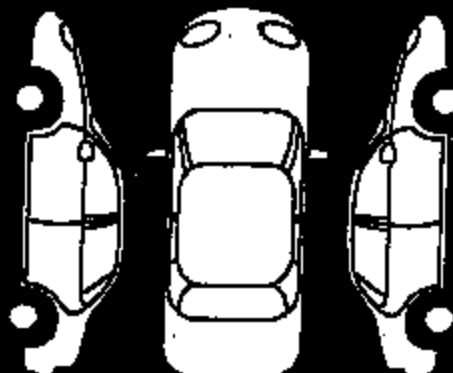
_____ Actual

BRAKES & TIRES:

Wear Pattern

 Brake Lining Old 12 mmNew 12 mm Tire Tread Old 12 32ndsNew 32 32ndsTire Pressure in _____ psi Out 32 psi

Wear Pattern

 Brake Lining Old 12 mmNew 12 mm Tire Tread Old 12 32ndsNew 32 32ndsTire Pressure in _____ psi Out 32 psi

Wear Pattern

 Brake Lining Old _____ mm

New _____ mm

 Tire Tread Old 2 32nds

New _____ 32nds

Tire Pressure in _____ psi Out 32 psi

Wear Pattern

 Brake Lining Old _____ mm

New _____ mm

 Tire Tread Old 2 32nds

New _____ 32nds

Tire Pressure in _____ psi Out 32 psi

Comments: _____

Service Advisor: _____

Technician: _____

This Courtesy Inspection Completed by Your QualityCare Service Team

001-0775875

Customer Copy.

R083-006 10171

FORM 100-1 FORD MOTOR COMPANY 1-98 / Printed in U.S.A.

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CUSTOMER NO. 53547	ADVISOR MICHAEL QUINN #746	YAC NO. 8328	WORK DATE 08/31/01	STOCK NO. 501477926
	LABOR RATE	LOGGING NO. VJ5822	MESSAGE 11863	COLOR SILVER/MEN
	YEAR / MAKE / MODEL CONCORD/TAURUS DR SE SVR 50M		DELIVERY DATE 08/27/00	STOCK NO. 7338
PHILADELPHIA, PA	R.T. NO.		BILLING DEALER NO.	DELIVERY MILE 289
	COMMENTS		P.C. DATE 08/31/01	PRODUCTION DATE

JOB# 5 CHARGES

LABOR	HOURS:	TECH(S):	
JP 5-44FOZEK6 FRONT BRAKES		I	0.00
FOR REAR BRAKES			
B/R			
JOB# 5 TOTALS			0.00

COMMENTS:
HAIT

TOTALS

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Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 18 MONTHS OR 12,000 MILES FROM THE DATE EACH REPAIR WAS COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS-WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

TOTAL LABOR	01.06
TOTAL PARTS	00.00
TOTAL SLEET	00.00
TOTAL DISC	00.00
TOTAL DISC DYS.	00.00
TOTAL TAX	5.21
TOTAL INVOICE \$	91.95

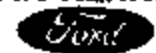
CUSTOMER SIGNATURE

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CLIENT/VEHICLE 53547	ATTENTION MICHAEL DUNN 6745	TAD NO. 8328	INVOICE DATE 08/31/01	WARRANTY NO. 60CS177928
DIANE BARR 533 MARTIN ST	LABOR RATE VJ6922	W/SALES 11953	COLOR SILVER/MED	STOCK NO. 7339
PHILADELPHIA, PA 19128	YEAR / MAKE / MODEL 2000 DODGE TAURUS DR SE SVR SON		DELIVERY DATE 08/27/00	DELIVERY MILE 288
RESIDENTIAL PHONE 215.487.7673	BUSINESS PHONE 215.951.8812	COUNTRY USA	DELIVERY MILE 288	PRODUCTION DATE
			A. C. DATE 08/31/01	

JOB#	CHARGES	LABOR	MISC	TOTALS
JOB# 1	PA STATE INSPECTION HOURS: TECH(S):132	21.00	2.00	23.00
JOB# 2	PA. EMI INSP HOURS: TECH(S):132	45.25	3.70	49.95
JOB# 3	REPAIR TIRE HOURS: 0.20 TECH(S):132 ONE REAR TIRE LOSTS PRESSURE CHECK AND ADVISE REPAIRED L/R (NAIL IN TREAD)	13.80		13.80
JOB# 4	MISC NOISE CONCERN HOURS: 0.20 TECH(S):132 CUSTOMER STATES NOISE LEAKS FROM PASS SIDE DASH DIER BUMPS (SQUEAKS) ADJUSTED GLOVE BOX DOOR LATCH		WARRANTY	0.00

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

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For any reason you are not completely satisfied with your visit - please contact our Customer Relations Manager - Jay Noon at 610-279-1700, Ext. 279.

Thank you for your business, J. Michael Kennedy

JOHN KENNEDY



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WORKSHOP NO. 63947	ADVISOR DAVID A. RUITOLA 8560	TAG NO. 8328	INVOICE DATE 12/31/01	INVOICE NO. FO03164830
LABOR RATE	LICENSE NO. VJER22	MILEAGE 14157	COLOR SILVER/RED	STOCK NO. 7338
VEHICLE MAKE / MODEL FORD TAURUS DR SE SV6 SON	DELIVERY DATE 08/27/00	DELIVERY MILE 286	DEALER DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA	R.O. DATE 12/31/01			

JOB# 1 CHARGES

LABOR: 21FOZ030005 3 K SV6 INTERVAL HOURS: TECH(S):5001 9.95
3000 MILE SERVICE INTERVAL
TOP OFF FLUIDS AND SET TIRE PRESSURES
PERFORM 3,000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND FILTER, AND MULTI POINT INSPECTION, FLUIDS, ETC.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
	1	FL-820-S	FILTER 966738	5.50	5.50
TOTAL - PARTS					5.50

G.O.B. & SUPPLIES:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1.0	OIL	6.00	6.00
1.0	WASTE DISPOSAL FEE	0.50	0.50
TOTAL - G.O.B.			6.50

JOB# 1 TOTALS LABOR 9.95 PARTS 5.50 G.O.B. 6.50 TOTAL 21.95

JOB# 2 CHARGES

LABOR: 21FOZ030005 COOLING SYS CONCERN HOURS: 0.50 TECH(S):5001 WARRANTY
COOLANT LIGHT COMES ON BUT COOLANT IS FULL
REPLACED COOLANT BOTTLE

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
	1	1F12-8A280-8A	TRK ASY-RAD SP	0.00	0.00
TOTAL - PARTS					0.00

JOB# 2 TOTALS LABOR 0.50 PARTS 0.00 G.O.B. 0.00 TOTAL 0.50

JOB# 3 CHARGES

LABOR: 21FOZ030005 MISC NOISE CONCERN HOURS: TECH(S):5001 0.00
CUSTOMER STATES NOISE HEARD FROM DASH BOARD SPEAKERS - WILL RESCHEDULE IF NOT SIMPLE
WILL NEED TO REAPPOINT

JOB# 3 TOTALS LABOR 0.00 PARTS 0.00 G.O.B. 0.00 TOTAL 0.00



COMMENTS: WAIT

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

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Motorcraft

ORDER NO. 53547	OWNER DAVID J. RIITOLA 5580	TAX ID 8328	ISSUE DATE 12/03/01	ISSUE NO. F0CS184830
	LABOR RATE	UNIFORM NO. VJER27	MAJOR	78157
	YEAR / MAKE / MODEL 2001 FORD TAURUS 4 DR SE SVT 60N		COLOR SILVERMET	BOOK NO. 7338
	VEHICLE ID NO. 1E1EP66078 1-0-0-0-2-8		DELIVERY DATE 08/27/00	DELIVERY MILE 288
PHILADELPHIA, PA			SELLING DEALER NO.	PRODUCTION DATE
			F. O. B. DATE 12/03/01	
	COMMENTS			

TOTALS

TOTAL LABOR	21.27
TOTAL PARTS	
TOTAL SUBLET	
TOTAL S. O. G.	
TOTAL MISC CHG.	
TOTAL MISC DISC.	
TOTAL TAX	
TOTAL INVOICE \$	21.27

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

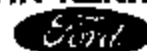
**YOUR NEXT QualityCare
APPOINTMENT IS**

LIMITED LABOR WARRANTY

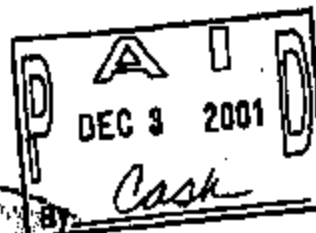
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CUSTOMER NO. 53547	ARRIVAL EMOTHY TAYLOR	DATE 0320	INVOICE DATE 040302	INVOICE NO. 0102193084
	LABORER L00000	PLANT NO. 10000	ORDER NO. 000000	ORDER DATE 032700
	YEAR / MAKE / MODEL VJF022		DEALER NO. 000000	DEALER NAME 0000
	DISPOSITION / MAKE / MODEL 000000		SALES NO. 000000	SALES NAME 0000
PHILADELPHIA, PA			A. DATE 040202	
RESERVATION PRICE	REPAIR PRICE	COMMENTS		

MISC	CODE	DESCRIPTION	CONTROL NO.	
		STICK STATE INSPECTION STICKERS		2.00
JOB# 4 TOTALS				2.00
				LABOR 21.00
				MISC 2.00
JOB# 5 CHARGES				23.00
JOB# 4 JOURNAL PREFIX POCs JOB# 4 TOTAL				23.00
LABOR				
JF 5-20F0Z02		PA. ENT INSP	TECH(S):2995	38.95
JOB# 5 TOTALS				38.95
				LABOR 39.95
				MISC 3.70
JOB# 5 JOURNAL PREFIX POCs JOB# 5 TOTAL				42.65

COMMENTS 215-487-7673	TOTAL	LABOR	59.95
TOTALS	TOTAL	TOTAL	92.65

CUSTOMER SIGNATURE

APR 03 2002
By: *VSN*



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If for any reason you cannot check "completely satisfied", "satisfied", or "definitely would" as responses to the questions, please contact the Customer Relations Manager.

Thank you for your business.

CUSTOMER NO. 53647	ADVISOR TIMOTHY TAYLOR 2083	VEHICLE 0328	INVOICE DATE 04/03/02	SALES NO. 103004
	LABOR RATE 11.00	MILEAGE 18808	REMARKS REMERED	BOOK NO. 2338
	YEAR MAKE / MODEL 1998 FORD		ORDER DATE 08/27/01	ORDER # 288
	DEPARTMENT PHILADELPHIA		SALES DEPARTMENT	PRODUCTION DATE
PHILADELPHIA, PA			A. D. DATE 04/02/02	

JOB# 1 CHARGES		LABOR		9.95	
*3K SERVICE INTERVAL HOURS: TECH(S):2995		3000 MILE SERVICE INTERVAL			
TOP OFF FLUIDS AND SET TIRE PRESSURES		PERFORM 3 000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND FILTER AND MULTI POINT INSPECTION, FLUIDS, ETC.			
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	FL-220-S	FILTER AS7-OIL	5.50	
				TOTAL - PARTS	5.50
G.O.G. & SUPPLIES		1.0 OIL		6.00	
1.0 WASTE DISPOSAL FEE		1.000 UNIT		0.50	
				TOTAL - GOG	6.50
JOB# 1 TOTALS		LABOR		9.95	
		PARTS		5.50	
		G.O.G.		6.50	
JOB# 2 CHARGES		JOB# 1 JOURNAL PREFIX FOCs		JOB# 1 TOTAL 21.95	
LABOR		WARRANTY			
*3K SERVICE INTERVAL HOURS: TECH(S):2995		NO DASH BOUND MAKES SQUEAKY NOISES			
NOISE FROM DASH AREA IN DEC.		LOOSE SCREW BEHIND RIGHT SIDE OF DASH			
ROAD TEST, RAJ ROUTE AND BLIND BOX, BAR INSTRUMENT PANEL FOR ACCESS, TIGHTENED SCREW, ROAD TESTED, OK					
JOB# 2 TOTALS		JOB# 2 JOURNAL PREFIX FOCs		JOB# 2 TOTAL 0.00	
LABOR		WARRANTY			
*3K SERVICE INTERVAL HOURS: TECH(S):2995		WRENCH APPLY BRAKES VIBRATES			
FRONT BRAKE ROTORS INSPECTED		ROAD TESTED, INSPECTED BRAKES, MEASURED ROTOR RUNOUT,			
NOICED FRONT BRAKE ROTORS ON CAR.					
JOB# 3 TOTALS		JOB# 3 JOURNAL PREFIX FOCs		JOB# 3 TOTAL 0.00	
LABOR		WARRANTY			
*3K SERVICE INTERVAL HOURS: TECH(S):2995		PA STATE INSPECTION		21.00	

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CUSTOMER NO. 63547	ADDRESS TIMOTHY TAYLOR 3083	TAG NO. 8328	REPAIR DATE 08/08/02	BOOK NO. 101-20172
	LABOR RATE KJER22	RELEASE 19407	COLOR SILVER/MED	BOOK NO. 7338
	YEAR / MAKE / MODEL 2000 FORD TAURUS SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILES 288
PHILADELPHIA, PA	R.T.E. NO.		SELLING DEALER NO.	PRODUCTION DATE
	COMMENTS		K.O. DATE 08/08/02	

JOB# 1 CHARGES			
LABOR	*3K SERVICE INTERVAL HOURS: TECH(S):132		16.45
J# 1 21FCZ030005	1000 MILE SERVICE INTERVAL TOP OFF FLUIDS AND SET TIRE PRESSURES		
PERFORM 3,000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND FILTER, AND MULTI POINT INSPECTION, FLUIDS, ETC.			
PARTS	QTY.	FP NUMBER	DESCRIPTION
	1	FL-820-S	FILTER ASY-OIL
			UNIT PRICE 5.50
			TOTAL - PARTS 5.50
G.O.G. & SUPPLIES			
	1.0	OIL	
	1.0	WASTE DISPOSAL FEE	5.00
			TOTAL - GOG 6.00
MISC	CODE	DESCRIPTION	CONTROL NO.
	02395	\$23.95 L/O/F COUPON	
			TOTAL - MISC 4.00
JOB# 1 TOTALS			
			LABOR 16.45
			PARTS 5.50
			G.O.G. 6.00
			MISC 4.00
			JOB# 1 JOURNAL PREFIX FICS JOB# 1 TOTAL 23.95
JOB# 2 CHARGES			
LABOR	BRAKE CONCERN HOURS: TECH(S):132		INTERNAL
J# 2 82F0Z	CK BRAKES VIBRATE WHEN STOPPING AND ALSO HEAR SOME ALTB ROAD TESTED, INSPECTED BRAKES - MACHINED FROM BRAKE ROTORS USING ON VEHICLE BRAKE LATHE.		
JOB# 2 TOTALS			
			JOB# 2 JOURNAL PREFIX FICS JOB# 2 TOTAL 0.00
JOB# 3 CHARGES			
LABOR	MISC NOISE CONCERN HOURS: TECH(S):132		0.00
J# 3 83F0Z	CUSTOMER STATES HEARING NOISE ON ACCELERATION WHEN WARM COULD NOT DUPLICATE CONCERN		
JOB# 3 TOTALS			
			JOB# 3 JOURNAL PREFIX FICS JOB# 3 TOTAL 0.00
JOB# 4 CHARGES			
LABOR			

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

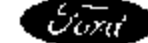
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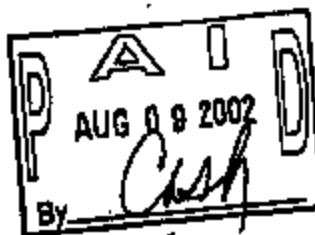
CUSTOMER NO. 63647	ADSOR TIMOTHY TAYLOR 3083	TAX NO. 8328	INVOICE DATE 08/08/02	INVOICE NO. FOCS201722
	LABOR RATE	LEASER NO. VJE822	COLOR SILVERMET	STOCK NO. 7338
	YEAR / MAKE / MODEL 2002 FORD TAURUS SES SEDAN	MILEAGE 15487	DELIVERY DATE 08/27/00	DELIVERY MILES 286
PHILADELPHIA, PA	F.T.E. NO.	S.T. NO.	SELLER DEALER NO.	PRODUCTION DATE
RESIDENT PHONE	BUSINESS PHONE	COMMENTS	R. D. DATE 08/08/02	

LABOR					
JOB# 4 20F0203	ROTATE TIRES	HOURS:	TECH(S): 132		10.95
JOB# 4 TOTALS				LABOR	10.95
				JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL	10.95

COMMENTS:
215-487-7673

TOTALS					
	TOTAL LABOR				27.40
	TOTAL PARTS				5.50
	TOTAL SUBLET				0.00
	TOTAL S.O.G.				0.00
	TOTAL MISC. CHG.				0.00
	TOTAL MISC. DTSC				2.00
	TOTAL TAX				2.10
	TOTAL INVOICE \$				37.00

CUSTOMER SIGNATURE



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Saturday: 7:30 a.m. - 3:30 p.m.

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Motorcraft

DATE/TIME NO. 53547	AGOR TIMOTHY TAYLOR 3083	TRD NO. 9328	WORK DATE 08/27/02	WORK NO. FOCS205177
	LABOR RATE	LEAD NO. VJF8ZZ	SALES 23175	COLOR SILVER/MED
	YEAR / MAKE / MODEL 00/FORD/AURUSSES SEDAN		DELIVERY DATE 08/27/00	STOCK NO. 7338
PHILADELPHIA, PA	VIN 1FAFP5589YA 169328		DELIVERY MILE 288	PRODUCTION DATE
	P.T.S. NO.	K.O. NO.	BILLING DEALER NO.	
			R.C. DATE 08/27/02	
COMMENTS				

JOB# 1 CHARGES		
LABOR		
JOB# 1 21FOZ030005	3000 MILE SERVICE INTERVAL HOURS: TECH(S):308	16.45
	TOP OFF FLUIDS AND SET TIRE PRESSURES	
	PERFORM 3,000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND FILTER AND MULTI POINT INSPECTION, FLUIDS, ETC.	
PARTS		
QTY	FP NUMBER	DESCRIPTION
1	FL-820-S	FILTER ASY-OIL
		UNIT PRICE
		5.50
		TOTAL - PARTS
		5.50
G.O.G. & SUPPLIES		
1.0 OIL		8.00
1.0 WASTE DISPOSAL FEE		0.00
		TOTAL - GOG
		8.00
MISC		
CODE	DESCRIPTION	CONTROL NO.
02395	323.95 L/O/F EQUIP	
		TOTAL - MISC
		-4.00
JOB# 1 TOTALS		
	LABOR	16.45
	PARTS	5.50
	G.O.G.	8.00
	MISC	-4.00
	JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL	23.95

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Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

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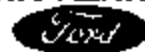
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COMMENTS	
WALY	
TOTALS	
TOTAL LABOR	16.45
TOTAL PARTS	5.50
TOTAL G.O.G.	8.00
TOTAL MISC	-4.00
TOTAL TAX	1.44
TOTAL INVOICE \$	25.39

CUSTOMER SIGNATURE



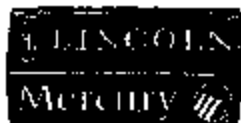
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Phone: 810-879-1790
Fax: 810-879-4831
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QualityCare™



Multi-Point Inspection Report Card
As Recommended by Ford Motor Company

Customer Name: _____ Year/Model: _____ Date: _____

License Plate: _____ VIN: _____ RO/Tag: _____

Mileage: _____ Service Advisor: _____ Technician: _____

CHECKED BY TECHNICIAN **MAY REQUIRE FUTURE ATTENTION** **REQUIRES IMMEDIATE ATTENTION**

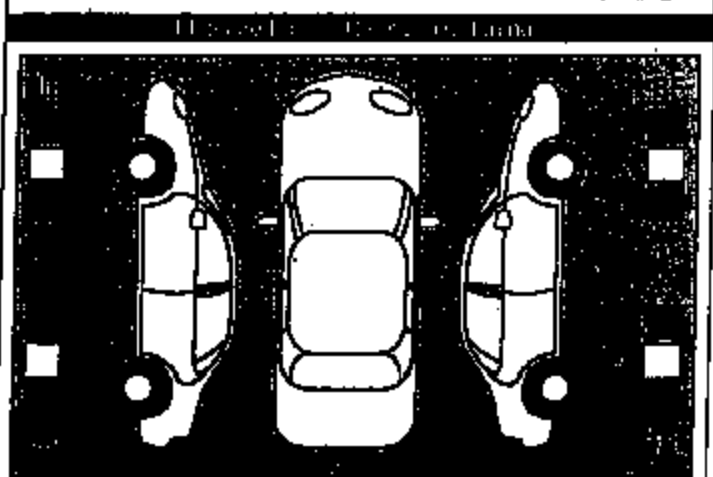
OK	ADD	DESCRIPTION
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Window washer fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Transmission fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Power steering fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake recovery reservoir fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4 x 4 transfer case, front drive axle, clutch reservoir fluid (truck only)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Radiator, heater, and air-conditioning hoses for leaks and damage
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Oil and/or fluid leaks
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Exhaust system (leaks, damage, loose parts)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Steering and steering linkage and lubricate
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Suspension (shocks/struts for bounce/settlement) and lubricate
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake system (including lines, hoses, and parking brake) and wheel and tire for air-play and bearing noise
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine cooling system, hoses and clamps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Accessory drive belt(s)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Battery terminals (clean if necessary)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Clutch operation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Exhaustive fluid system hoses and tubes (only at 80,000 mile intervals pre-1998 vehicles)

Check engine light warning

Good Factory Spec Cold Cranking Amps

Recharge Annual Cold Cranking Amps

Bad



3 to 6mm (Dicut) or 1.01 to 3mm (Drum)

TREAD DEPTH

7/32 or Greater		7/32 or Greater
4/32 to 6/32		4/32 to 6/32
3/32 or less		3/32 or less
7/32 or Greater		7/32 or Greater
4/32 to 6/32		4/32 to 6/32
3/32 or less		3/32 or less

LF RR

WEAR PATTERN / DAMAGE

Comments: _____



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ORDER NO. 53547	ADVISOR DAVID A. BUTOLA 6680	YARD NO. 8740	INVOICE DATE 12/06/02	FAVOR NO. FOCS 208838
	LABOR RATE	LICENSE NO.	MILEAGE 2087	COLOR TRUE BLUE C
	YEAR / MAKE / MODEL 02 FORD TRUCK F-150 SUPERCAR		DELIVERY DATE 05/20/02	STOCK NO. D3R37
			SELLING DEALER NO. 1	DELIVERY MILE
PHILADELPHIA, PA	R. T. C. NO.		R. O. DATE 12/06/02	PRODUCTION DATE
COMMENTS				

JOB# 1 CHARGES

LABOR
JOB# 1 21F0Z039005 *3K SERVICE INTERVAL HOURS: TECH(S):221 16.45
3000 MILE SERVICE INTERVAL
TOP OFF FLUIDS AND SET TIRE PRESSURES
PERFORM 3,000 MILE SERVICE PER FORDS MANUAL, CHANGE OIL AND
FILTER, AND MULTI POINT INSPECTION, FLUIDS, ETC.

PARTS	QTY	PP NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
	1	PL-820-S	FILTER ASY-OIL	5.50	5.50
TOTAL - PARTS					5.50
G.O.G. & SUPPLIES					
	1.0		WASTE DISPOSAL FEE	6.00	6.00
TOTAL - GOG					6.00
JOB# 1 TOTALS					
					LABOR 16.45
					PARTS 5.50
					G.O.G. 6.00
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL					28.45

COMMENTS
MULTI

TOTALS

TOTAL	LABOR	16.45
TOTAL	PARTS	5.50
TOTAL	G.O.G.	6.00
TOTAL	TAX	1.72
TOTAL INVOICE \$		30.16

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare
APPOINTMENT IS

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS-WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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CUSTOMER SIGNATURE



PAID
DEC 06 2002
By Cash
BMM

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F11

DATE/TIME 53547	ADVISOR ARCHIE E GIBBS 3537	TIME NO. 8328	WORK DATE 01/11/03	WORK NO. FDCS211438
	LABOR RATE	LICENSE NO. VJF822	RELEASE 25132	STOCK NO. 7338
	YEAR / MAKE / MODEL CONFORD/AURIGISES SEDAN	DELIVERY DATE 08/27/00	DELIVERY MILE 288	REGISTRATION DATE
PHILADELPHIA, PA				
			A.C. DATE 01/10/03	
				REPRINT# 1

JOB# 1 CHARGES

LABOR
 J# 1 21FCZ03005 3K SERVICE INTERVAL HOURS: TECH(S):0906 16.46
 3000 MILE SERVICE INTERVAL
 TOP OFF FLUIDS AND SET TIRE PRESSURES
 PERFORM 3,000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND
 FILTER, AND MULTI POINT INSPECTION, FLUIDS, ETC.

PARTS

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
1	FL-628-S	FILTER AST-OIL	5.50	5.50
TOTAL - PARTS				5.50

G.O.G. & SUPPLIES

0.0 OIL				7.20
1.0 WASH. DISPOSAL FEE				0.50
TOTAL - GOG				7.70

JOB# 1 TOTALS

LABOR	16.45
PARTS	5.50
G.O.G.	7.70

SERVICE DEPARTMENT HOURS:
 Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
 Friday: 7:00 a.m. - 6:00 p.m.
 Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
 THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIR LISTED ON THE REPAIR ORDER FOR A PERIOD OF 18 MONTHS OR 1500 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

JOB# 2 CHARGES

LABOR
 J# 2 40FOZ02540 02540-RECALL HOURS: 0.20 TECH(S):0906 WARRANTY
 ADJUSTABLE PEDAL POSITIONING
 CHECK CLEARANCE - NO ADJUSTMENT REQUIRED
 02540A .1 - ADMIN .1

JOB# 2 TOTALS

LABOR	0.20
WARRANTY	0.00

JOB# 3 CHARGES

LABOR
 J# 3 02FCZ07 REPL. FRT BRAKES HOURS: TECH(S):0906 55.00
 CK RED BRAKE LIGHT ON DASH COMES ON AT TIMES
 FRONT BRAKE ARE LESS THAN 1/32

PARTS

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
1	VF12-2001-AA	KIT-BRK SIDE R	74.95	74.95
TOTAL - PARTS				74.95

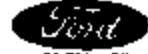
G.O.G. & SUPPLIES

1.0 BRAKE KLEEN				0.75
TOTAL - GOG				0.75

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CUSTOMER NO. 53647	ADDRESS ARCHIE E GIBBS 2637	TAX NO. 8328	INVOICE DATE 01/11/03	INVOICE NO. 410221438
	LICENSE STATE VER22	RELEASE 26137	DEALER RE VERMED	WARRANTY 7338
	YEAR / MAKE / MODEL 2000/DAIPL/ISSS SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILE 288
			SELLING DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA			A. G. DATE 01/10/03	
	COMMENTS			

REPRINT# 1

JOB# 3 TOTALS		LABOR	55.00
		PARTS	72.00
		G.O.G.	0.75
JOB# 3 JOURNAL PREFIX FCS		JOB# 3 TOTAL	130.75
JOB# 4 CHARGES			
LABOR			
J# 4-02F0Z	EXHAUST RATTLE	HOURS: 0.70	TECH(S): 0906
CUSTOMER STATES BRINDING NOISE AT THE MUFFLER WHEN ACCELERATION UNABLE TO DUPLICATE			
JOB# 4 TOTALS			
JOB# 4 JOURNAL PREFIX FCS		JOB# 4 TOTAL	0.00
JOB# 5 CHARGES			
LABOR			
J# 5-02F0Z	BRAKE CONCERN	HOURS: 0.70	TECH(S): 8908
CUSTOMER REQUESTS NEW ROTORS HAVE BEEN OBTAINED THESE ROTORS WERE PURCHASED CONCERN TOO THIN REPLACE FRONT ROTORS			
PARTS			
QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
2	1F12-2125-AA	DSC-FRT WHL BR	
TOTAL - PARTS		WARRANTY 0.00	
JOB# 5 TOTALS			
JOB# 5 JOURNAL PREFIX FCS		JOB# 5 TOTAL	0.00
JOB# 6 CHARGES			
LABOR			
J# 6-02F0Z	REPL REAR BRAKES	HOURS: 1.00	TECH(S): 0905
LOW AT LESS THAN 1/20			
PARTS			
QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
1	1F12-2200-AA	SHOE & LAG ASY	74.00
1	91A-2106	RETAINER PWB	1.00
TOTAL - PARTS		75.00	
G.O.G. & SUPPLIES			
1.0	BRAKE KLEEN	0.750	UNIT
TOTAL - GOG		0.75	
JOB# 6 TOTALS			
		LABOR	55.00
		PARTS	72.00
		G.O.G.	0.75
JOB# 6 JOURNAL PREFIX FCS		JOB# 6 TOTAL	131.00

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THE REPAIR ORDER FOR A PERIOD OF 18 MONTHS OR 1000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIALLY INCLUDES FRONT END ALIGNMENTS, ELECTRICAL WORKING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PARTS IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THE PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PARTS AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVERY FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.



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CUSTOMER NO. 63547	ADDRESS ARCHIE E BEBBS 3537	TAX NO. 9328	INVOICE DATE 01/11/03	STOCK NO. 60CS211438
	LABOR RATE YJER22	DEALER 26137	COLOR SILVERMEDI	STOCK NO. 7938
	YEAR/MAKE/MODEL 2002 FORD TAURUS SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILES 288
			SELLER DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA	P.T.E. NO.		R. D. DATE 01/10/03	
REFERRER PHONE	MESSAGE PHONE	COMMENTS	REPRINT# 1	

JOB# 7 CHARGES

LABOR				
J# 7-02F0214	RESURFACE DRUMS	HOURS: 1.00	TECH(S):0985	79.00
JOB# 7 TOTALS				
			LABOR	79.00
			JOB# 7 JOURNAL PREFIX POCs JOB# 7 TOTAL	79.00

COMMENTS
SAT APPT
TOTALS

***** PLEASE TAKE NOTE *****
YOUR COMPLETE SATISFACTION IS OUR GOAL. YOU MAY RECEIVE A
REFUND AS A RESULT OF THE WORK PERFORMED ON YOUR VEHICLE.
IF YOU ARE UNABLE TO RETURN COMPLETELY SATISFIED FOR
ANY REASON, PLEASE CONTACT TIM BRESNAHAN OR JAY ROHR AT
610-279-1700. THANK YOU!!!!!!

TOTAL LABOR	79.00
TOTAL PARTS	154.00
TOTAL TIE	0.00
TOTAL G.O.G.	0.00
TOTAL DISC CHG.	0.00
TOTAL DISC DISC	0.00
TOTAL TAX	20.42
TOTAL INVOICE \$	393.42

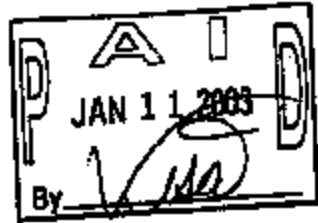
SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 18 MONTHS OR 1500 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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CUSTOMER SIGNATURE



RT



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Multi-Point Inspection Report Card As Recommended by Ford Motor Company

Customer Name: [REDACTED] Year/Model: 02 TAURUS Date: 1-11-03
 RO/Tag: 211438 Mileage: 25,137

CHECKED AND OKAY AT THIS TIME **MAY REQUIRE FUTURE ATTENTION** **REQUIRES IMMEDIATE ATTENTION**

CHECK & FILL		ALL	DESCRIPTION
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Window washer fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Transmission fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Power steering fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Coolant recovery reservoir fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4 x 4 transfer case, front drive axle, clutch reservoir fluid (truck only)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Radiator, heater, and air-conditioning hoses for leaks and damage
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine air cleaner filter
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Oil and/or fluid leaks
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Exhaust system (leaks, damage, loose parts)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Drive shaft, transmission, u-joint and axle linkage (if equipped) and lubricate (as needed)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Steering and steering linkages and lubricate
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Suspension (shocks/struts for bounce/leak/damage) and lubricate
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake system including lines, hoses, and parking brake) and wheel end for end-play and bearing noise
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine Cooling system, hoses and clamps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Accessory drive belts
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Battery terminals (clean if necessary)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Clutch operation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Evaporative fuel system hoses and tubes (only at 80,000 mile intervals pre-1990 vehicles)

Comments: _____

Check Battery Maintenance

Good Factory Spec Cold Cranking Amps

Recharge Actual Cold Cranking Amps

Bad

Measure Front/Rear Brake Rotors

3/32" (front) or 4/32" to 7/32" (rear) (Disc) or 1.01" to 2.01" (Drum) or 5/32" to 3/32" (Drum)

Front: Rear:

TREAD DEPTH

LF	7/32 or Greater <input type="checkbox"/>	4/32 to 6/32 <input checked="" type="checkbox"/>	3/32 or less <input type="checkbox"/>	RF	7/32 or Greater <input type="checkbox"/>	4/32 to 6/32 <input checked="" type="checkbox"/>	3/32 or less <input type="checkbox"/>
	7/32 or Greater <input checked="" type="checkbox"/>	4/32 to 6/32 <input checked="" type="checkbox"/>	3/32 or less <input type="checkbox"/>		7/32 or Greater <input type="checkbox"/>	4/32 to 6/32 <input checked="" type="checkbox"/>	3/32 or less <input type="checkbox"/>
LR				RR			

21 30

Service Advisor: _____
 Technician: _____ Customer Signature: _____

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Motorcraft

FG

WORK ORDER NO. 53547	ADVISOR ARCHIE E GIBBS 3537	TAG NO. 8328	INVOICE DATE 06/10/03	INVOICE NO. FDCS218188
	LABOR RATE	LEADLINE NO. VJF822	MESSAGE 0	COLOR SILVER/MED
				STOCKING 7338
	VEH. MAKE / MODEL OLDFORD/AURUSSES SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILES 288
	VEHICLE ID. NO. 1FAPP5588YA 189328		SELLING DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA	P. T. & NO.	P. U. NO.	P. O. DATE 06/09/03	
	COMMENTS			

JOB# 1 CHARGES

LABOR
J# 1 20F0201 PA STATE INSPECTION HOURS: TECH(S):3782 21.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
STICK STATE INSPECTION STICKERS TOTAL - MISC 2.00
2.00

JOB# 1 TOTALS-----
LABOR 21.00
MISC 2.00

JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 23.00

JOB# 2 CHARGES

LABOR
J# 2 20F02A2 PA, ENI INSP HOURS: TECH(S):3782 46.25

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
ENI REGISTER EMISSION INSPECTION TOTAL - MISC 3.70
3.70

JOB# 2 TOTALS-----
LABOR 46.25
MISC 3.70

JOB# 2 JOURNAL PREFIX FDCS JOB# 2 TOTAL 49.95

JOB# 3 CHARGES

LABOR
J# 3 33F0299F30015 3K SERVICE INTERVAL HOURS: TECH(S):3782 16.48
3000 MILE SERVICE INTERVAL
TOP OFF FLUIDS AND SET TIRE PRESSURES

PERFORM 3,000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND
FILTER, AND MULTI POINT INSPECTION, FLUIDS, ETC.

PARTS-----QTY-----FP NUMBER-----DESCRIPTION-----UNIT PRICE-----
1 FL-880-S FILTER ASY-OIL 6.00
TOTAL - PARTS 6.00

G.O.G. & SUPPLIES-----
5.0 OIL 5.00
1.0 WASTE DISPOSAL FEE 0.50
TOTAL - GOG 5.50

JOB# 3 TOTALS-----
LABOR 16.48
PARTS 6.00
G.O.G. 5.50

JOB# 3 JOURNAL PREFIX FDCS JOB# 3 TOTAL 28.95



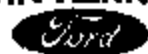
SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY ENCLOSED FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM--WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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Motorcraft

CUSTOMER NO. 53547	ADVISOR ARCHIE E BIBBS 3537	YACID NO. 9328	SERVICE DATE 05/10/03	INVOICE NO. FOCS219188
	LABOR RATE	DISCOUNT VJF822	SALES TAX 0	STOCK NO. 7338
	VEHICLE MAKE DODGE/DART/DAURUSIGES SEDAN		DRIVER DATE 06/27/00	DEALER MILES 286
PHILADELPHIA, PA	VIN 1FAFP66S8YA 109328		SELLING DEALER NO.	PRODUCTION DATE
	F.Y.E. NO.	P.O. NO.	K.O. DATE 06/08/03	
COMMENTS				

BEAR BRAKES
8/31

JOB# 8 TOTALS.....

JOB# 9 CHARGES..... JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

LABOR.....

JOB# 9-001FOZTIRES TIRES HOURS: TECH(S):1 0.00

FRONT TIRES
8/31
REAR TIRES
8/31

JOB# 9 TOTALS.....

JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

COMMENTS.....

WALT 20AM SAT APPT

TOTALS.....

***** PLEASE TAKE NOTE *****

YOUR COMPLETE SATISFACTION IS OUR GOAL. YOU MAY RECEIVE A SURVEY AS A RESULT OF THE WORK PERFORMED ON YOUR VEHICLE. IF YOU ARE UNABLE TO RESPOND, COMPLETELY SATISFIED FOR ANY REASON, PLEASE CONTACT TIM BRENNER OR JAY MOON AT 810-279-1700. THANK YOU!!!!

TOTAL LABOR	154.60
TOTAL PARTS	10.00
TOTAL SUBLET	0.00
TOTAL G.O.B.	6.50
TOTAL DISC ENG.	6.00
TOTAL DISC DISC.	0.00
TOTAL TAX	10.62
TOTAL INVOICE \$	187.52

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY

THE REPAIR FACILITY WARRANTS THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM—WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNERS/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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CUSTOMER SIGNATURE

PAID
MAY 10 2003

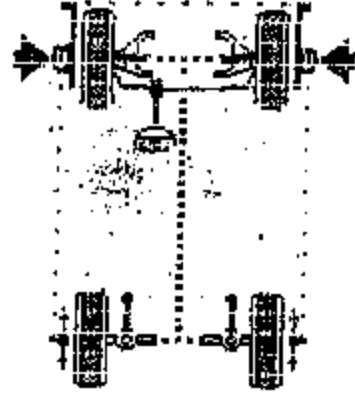
18.00
Visa → 169.52
RT

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Ford
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Alignment Measurements

Front	Left	Right
Camber	-0.7°	-0.9°
Cross Camber	0.2°	
Caster	4.3°	4.8°
Cross Caster	0.5°	
SAI		
Included Angle		
Toe	-0.10°	-0.11°
Intal Ine	-0.21°	
Set Back	0.14°	
Turning Angle Diff.		



Adjust front wheels.

FRONT

ADJUSTMENT

FRONT

ADJUSTMENT

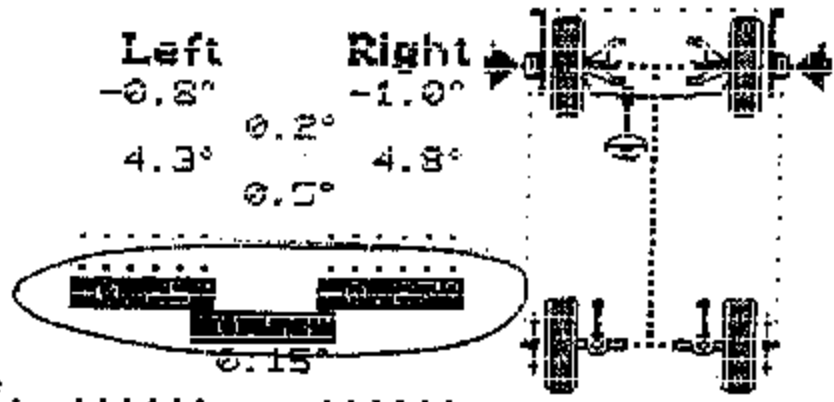
FRONT

ADJUSTMENT

HELP

Alignment Measurements

Front	Left	Right
Camber	-0.8°	-1.0°
Cross Camber	0.2°	
Caster	4.3°	4.8°
Cross Caster	0.5°	
SAI		
Included Angle		
Toe	0.15°	
Total Toe		
Set Back		
Turning Angle Diff.		



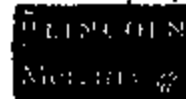
Adjust front wheels.

Print	Print	Print	HELP
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QualityCare

Auto Service



Multi-Point Inspection Report Card As Recommended by Ford Motor Company

Customer Name: _____ Year/Model: _____ Date: _____

RO/Tag: 219198 Mileage: _____

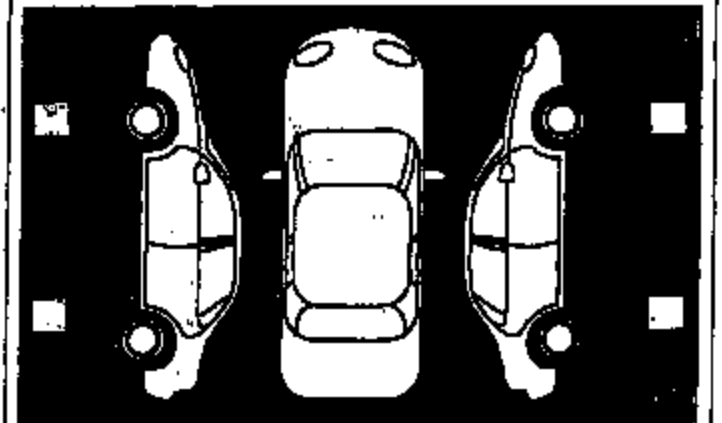
PAID FOR AND OKAY AT THIS TIME **MAY REQUIRE FUTURE ATTENTION** **REQUIRES IMMEDIATE ATTENTION**

CHECK & FILL	<input checked="" type="checkbox"/>	Window washer fluid level
	<input checked="" type="checkbox"/>	Transmission fluid level
	<input checked="" type="checkbox"/>	Brake fluid level
	<input checked="" type="checkbox"/>	Power steering fluid level
	<input checked="" type="checkbox"/>	Coolant recovery reservoir fluid level
	<input checked="" type="checkbox"/>	4 x 4 transfer case, front drive axle, clutch reservoir fluid (truck only)
	<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamp, turn signals, hazard and brake lamps
<input checked="" type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades	
<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting	
<input checked="" type="checkbox"/>	Radiator, heater, and air-conditioning hoses for leaks and damage	
<input checked="" type="checkbox"/>	Engine air cleaner filter	
<input type="checkbox"/>	Oil and/or fluid leaks	
<input type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)	
<input type="checkbox"/>	Exhaust system (leaks, damage, loose parts)	
<input type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	
<input type="checkbox"/>	Steering and steering linkage and lubricate	
<input type="checkbox"/>	Suspension (shocks/struts for bounce/leaks/damage) and lubricate	
<input type="checkbox"/>	Brake system (including lines, hoses, and parking brake) and wheel end for and-play and bearing noise	
<input type="checkbox"/>	Engine Cooling system, hoses and clamps	
<input type="checkbox"/>	Accessory drive belts	
<input type="checkbox"/>	Battery terminals (clean if necessary)	
<input type="checkbox"/>	Clutch operation	
<input type="checkbox"/>	Exhausting fuel system hoses and tubes (only at 80,000 mile intervals pre-1999 vehicles)	

Good Factory Spec Cold Cranking Amps

Recharge

Bad Actual Cold Cranking Amps



8 to 6mm or 4/32" to 7/32" (Disc) or 1.01 to .8mm (Drum) or 2/32" to 6/32"

LF	6	TREAD DEPTH	6	RF
<input checked="" type="checkbox"/>	7/32 or Greater		<input checked="" type="checkbox"/>	7/32 or Greater
<input checked="" type="checkbox"/>	4/32 to 6/32		<input checked="" type="checkbox"/>	4/32 to 6/32
<input checked="" type="checkbox"/>	3/32 or less		<input checked="" type="checkbox"/>	3/32 or less
<input checked="" type="checkbox"/>	7/32 or Greater		<input checked="" type="checkbox"/>	7/32 or Greater
<input checked="" type="checkbox"/>	4/32 to 6/32		<input checked="" type="checkbox"/>	4/32 to 6/32
<input checked="" type="checkbox"/>	3/32 or less		<input checked="" type="checkbox"/>	3/32 or less
LR	8		8	RR

Comments: Front and rear bumper scratches on corners

Service Advisor: _____ Technician: _____ Customer Signature: _____

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Motorcraft

SALES ORDER NO. 63347	ADDRESS ARCHE E GIBBS 3637	TAX NO. 9328	INVOICE DATE 06/10/03	INVOICE NO. FOCS219186
	LABOR DATE VJF822	VEHICLE NO. 27843	COLOR SILVER/MED	STOCK NO. 7338
	VEHICLE MAKE/MODEL FORD/TAUROS/SES SEDAN	DELIVERY DATE 09/27/00	DELIVERY MILES 288	
PHILADELPHIA, PA	VEHICLE ID NO. 1TAFP5588YA 109320	SELLING DEALER NO.	PRODUCTION DATE	
	P.T.E. NO.	P.T.E. NO.	R.A. DATE 05/08/03	
	CITY			REPRINT# 2

JOB# 1 CHARGES

LABOR
JP 1 20F0201 PA STATE INSPECTION HOURS: TECH(S):3782 21.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
18998 359.95 STICK STATE INSPECTION STICKERS INSPECTION COUPON

TOTAL - MISC 5.38

JOB# 1 TOTALS

LABOR 21.00
MISC 5.38

JOB# 2 CHARGES

LABOR
JP 2 20F0202 PA. EMI INSP HOURS: TECH(S):3782 48.26

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
EMI REGISTER EMISSION INSPECTION

TOTAL - MISC 3.70

JOB# 2 TOTALS

LABOR 48.26
MISC 3.70

JOB# 3 CHARGES

LABOR
JP 3 33P0299P1005 3K SERVICE INTERVAL HOURS: TECH(S):3782 16.45
3000 MILE SERVICE INTERVAL
TOP OFF FLUIDS AND SET TIRE PRESSURES
PERFORM 3,000 MILE SERVICE PER FORDS MANUAL CHANGE OIL AND
FILTER AND MULTI POINT INSPECTION, FLUIDS, ETC.

PARTS-----QTY-----FP NUMBER-----DESCRIPTION-----UNIT PRICE-----
1 PC-820-S FILTER A57-OIL 6.00

TOTAL - PARTS 6.00

G.O.G. & SUPPLIES

5.0 OIL 6.00
1.0 WASTE DISPOSAL FEE 0.50

TOTAL - GOR 6.50

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
02395 523.95 L/O/F COUPON

TOTAL - MISC 4.50



SERVICE DEPARTMENT HOURS:

Mon - Thurs: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

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CLIENT NO. 63547	APPROVED ANGHIE E GIBBS 3537	TAG NO. 9328	ISSUE DATE 08/10/03	ISSUE NO. FCS219198
	LABOR RATE	VEHICLE NO. VJF622	VEHICLE 27849	COLOR SILVER/MED
	VEHICLE MAKE/TYPE OXFORD/TADRAUSSES SEDAN	VEHICLE YEAR 08/27/00	DELIVERY DATE 08/27/00	DELIVERY MILE 286
PHILADELPHIA, PA	VEHICLE VIN 1FAPP56689YA 189328	SELLING DEALER NO.	PRODUCTION DATE	
	F.T.C. NO.	P.O. NO.	A.S. BACK 08/08/03	
	COMMENTS			

REPRINT # 2

JOB# 3 TOTALS	LABOR	16.45	
	PARTS	8.00	
	D.I.C.	9.00	
	MISC.	4.50	
JOB# 4 CHARGES	JOB# 3 JOURNAL PREFIX FCS	JOB# 3 TOTAL	24.45
LABOR	REPLACE ANY BULBS	HOURS: 0.30	TECH(S):3782
J# 4-33F02BULBS	LEFT SIDE 3RD BRAKE LIGHT INOP		
	REPLACE BULB		
PARTS	QTY	FP NUMBER	DESCRIPTION
	1	D77Z-13486-A	BULB ASY-1P /T
			UNIT PRICE
			TOTAL - PARTS
JOB# 4 TOTALS			8.00
JOB# 5 CHARGES	JOB# 4 JOURNAL PREFIX FCS	JOB# 4 TOTAL	8.00
LABOR	ENGINE CONCERN	HOURS: 0.30	TECH(S):8097
J# 5-06P02	SERPENTINE BELT CRACKED		
	REPLACE BELT		
PARTS	QTY	FP NUMBER	DESCRIPTION
	1	JK6-762-7	BELT - PAN
			UNIT PRICE
			TOTAL - PARTS
JOB# 5 TOTALS			0.00
JOB# 6 CHARGES	JOB# 5 JOURNAL PREFIX FCS	JOB# 5 TOTAL	0.00
LABOR	FRONT END ALIGNMENT	HOURS:	TECH(S):192
J# 6-14F0202	(FRONT TIRES WERE WEARING ON INSIDE EDGES)		
JOB# 6 TOTALS			59.95
JOB# 7 CHARGES	JOB# 6 JOURNAL PREFIX FCS	JOB# 6 TOTAL	59.95
LABOR	ROTATE TIRES	HOURS:	TECH(S):192
J# 7-20F0203			
JOB# 7 TOTALS			10.95
	LABOR		10.95
	JOURNAL PREFIX FCS	JOB# 7 TOTAL	10.95

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THE REPAIR ORDER FOR A PERIOD OF 18 MONTHS OR 150,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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ORDER NO. 03547	ADVISOR ARCHIE E GIBBS 3557	TAB NO. 8328	INVOICE DATE 05/10/03	INVOICE NO. FOCS219188
	LABOR RATE	LICENSE NO. VJF822	COLOR SILVER/MED	STOCK NO. 7338
	YEAR / MAKE / MODEL DUFORD/AURUS/SES SEDAN	PLATE 27649	DELIVERY DATE 08/27/00	DELIVERY MILES 288
PHILADELPHIA, PA	VEHICLE ID NO. 1FAPP6689YA 188328		SELLING DEALER NO.	PRODUCTION DATE
	P.T. NO.	P.O. NO.	R.O. DATE 06/08/03	
COMMENTS				REPRINT# 2

JOB# 8 CHARGES			
LABOR		HOURS:	TECH(S):1
JF 8-00FOZBK4	FRONT BRAKES		0.00
	REAR BRAKES		
JOB# 8 TOTALS			
JOB# 8 JOURNAL PREFIX FOCS			JOB# 8 TOTAL 0.00
JOB# 9 CHARGES			
LABOR		HOURS:	TECH(S):1
JF 9-00FDZTRES	FRONT TIRES		0.00
	REAR TIRES		
JOB# 9 TOTALS			
JOB# 9 JOURNAL PREFIX FOCS			JOB# 9 TOTAL 0.00
COMMENTS WRT 10AM SAT APPT			
TOTALS			
***** PLEASE TAKE NOTE *****			
YOUR COMPLETE SATISFACTION IS OUR GOAL. YOU MAY RECEIVE A SURVEY AS A RESULT OF THE WORK PERFORMED ON YOUR VEHICLE. IF YOU ARE UNABLE TO RESPOND "COMPLETELY SATISFIED" FOR ANY REASON, PLEASE CONTACT TIM GREGG OR JAY NOON AT 810-279-1700. THANK YOU!!!!			
TOTAL LABOR	154.60		
TOTAL PARTS	0.00		
TOTAL SUBLET	0.00		
TOTAL F.O.G.	0.00		
TOTAL DISC. CHG.	-17.96		
TOTAL DISC. DISC.	9.66		
TOTAL TAX			
TOTAL INVOICE \$	170.66		

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 10000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM—WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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CUSTOMER SIGNATURE

Credit (-16.86) 5/10

VISA

By

MAY 10 2003

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Motorcraft

WORK ORDER NO. 53547	ADVISOR PETER P MONTELEONE 6827	TAQ NO. 9328	WORK DATE 08/27/03	WORK NO. FOCS222488
	LABOR RATE	LICENSE NO. VJF822	DEALER 28869	COLOR SILVER/MED
	YEAR / MAKE / MODEL 00/FORD/TAUORUS/SES SEDAN	DELIVERY DATE 08/27/00	DELIVERY MILES 288	STOCK NO. 7338
	VIN 1FAFP6689YA189328	SELLING DEALER NO.	PRODUCER DATE	
PHILADELPHIA, PA	F. T. & R.	F. Q. NO.	A. S. DATE 08/27/03	
COMMENTS				

JOB# 1 CHARGES

LABOR
1 08F0204 CHECK ENG LIGHT ON HOURS: 0.30 TECH(S):9755 WARRANTY
CHECK ENGINE LIGHT IS ON (E29)
PERFORM PROGRAM 02901 REPLACE DPF6 SENSOR ASSEMBLY,
CLEAR CODES, ROADTEST, RETEST, OK.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	2F12-93468-AA	SES ASY EGR PR		0.00
TOTAL - PARTS					0.00

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

JOB# 2 CHARGES

LABOR
2 08F0208 EXHAUST RATTLE HOURS: 0.50 TECH(S):9755 WARRANTY
UNDER VEHICLE ON ACCELL, VIBRATION OR RATTLE
SECURE CATALYST SHIELDS WITH CLAMPS.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	2	C9A2-8287-B	CLAMP ASY-RAD		0.00
TOTAL - PARTS					0.00

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

JOB# 3 CHARGES

LABOR
3 08F0202 FUEL & EMISSIONS HOURS: TECH(S):9755 INTERNAL
REPROGRAM PCM TO LATEST LEVEL, ROADTEST, RETEST, OK.

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

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

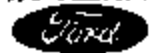
YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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Motorcraft

CUSTOMER NO. 53647	ADVISOR PETER P MONTELEONE 5827	TAG NO. 9328	INVOICE DATE 08/27/03	INVOICE NO. F068222488
	LABOR RATE	VEHICLE NO. VJF422	SALE	STOCK NO. 7338
		MILEAGE 28858	DELIVERED	
	YEAR / MAKE / MODEL 00FORD/AURUSSES SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILES 288
	VEHICLE ID 1FAFP5880YA700328		SELLER DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA	P. T. E. NO.	A. C. NO.	R. D. DATE 08/27/03	
	Comments			

TOTALS

***** PLEASE TAKE NOTE *****
YOUR COMPLETE SATISFACTION IS OUR GOAL. YOU MAY RECEIVE A
SURVEY AS A RESULT OF THE WORK PERFORMED ON YOUR VEHICLE.
IF YOU ARE UNSURE TO RESPOND, COMPLETELY SATISFIED FOR
ANY REASON, PLEASE CONTACT ITM GREGGORE OR JAY ROHN AT
810-279-1700. THANK YOU !!!

TOTAL LABOR	0.00
TOTAL PAINTS	0.00
TOTAL SALES	0.00
TOTAL G.O.S.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DYS.	0.00
TOTAL TAX	0.00
TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

**YOUR NEXT QualityCare
APPOINTMENT IS**

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 10000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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F21



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CUSTOMER NO. 83547	ADDRESS TIMOTHY TAYLOR 3063	TAX NO. 6328	SERVICE DATE 07/10/03	PHONE NO. FDCS223258
	LABOR RATE	UNIFORM NO. VJF822	RELEASE 28143	COLOR SILVER/MED
	YEAR/MAKE/MODEL 00/FORD/TAURUSSES SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILES 286
PHILADELPHIA, PA	VIN 1F3FP5588YA180328		SELLING DEALER NO.	PRODUCTION DATE
	P. S. NO.	P. S. NO.	A. S. DATE 07/10/03	
	COMMENTS			

JOB# 1 CHARGES

LABOR
JP 1 10F0228 MISC ELEC REPAIR HOURS: TECH(S):132 0.80
CUST STATES SHE HAS PROBLEMS GETTING THE CAR OUT OF PARK.
REPL. BRAKE PEDAL SWITCH 2/21/01
COULD NOT DUPLICATE CONCERN, PROBABLY LOW VOLTAGE TO
SHIFT INTERLOCK SOLENOID

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
JP 2 10F0209 VOLT TEST ELEC SYS HOURS: TECH(S):132 29.95
ENGINE SHUT OFF AND WOULD NOT CRANK. JUMP STARTED AND
SHUT DOWN 20 MINUTES LATER, WILL NOT CRANK

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	811-36-R	BATTERY ASSY	81.95	81.95
		821-36-R	CORE RETURN	2.00	2.00
TOTAL - PARTS				79.95	

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FDCS JOB# 2 TOTAL 109.90

COMMENTS

215-850-2071

TOTALS

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ANY REASON, PLEASE CONTACT TIM BREEDRE OR JAY ROON AT
810-879-1700. THANK YOU!!!!

TOTAL LABOR	29.95
TOTAL PARTS	79.95
TOTAL S. O. B.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DYS.	0.00
TOTAL TAX	6.60
TOTAL INVOICE \$	116.50

CUSTOMER SIGNATURE



SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 6:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

**YOUR NEXT QualityCare
APPOINTMENT IS**

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE
LABOR USED IN PERFORMING THE REPAIRS
LISTED ON THIS REPAIR ORDER FOR A PERIOD
OF 12 MONTHS OR 15,000 MILES FROM THE
DATE SUCH REPAIRS WERE COMPLETED. THIS
LIMITED WARRANTY SPECIFICALLY EXCLUDES
FRONT END ALIGNMENTS, ELECTRICAL WIRING
AND SHORTS, AND FUEL SYSTEMS WHEN DUE
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OTHER PERSON TO ASSUME FOR IT ANY LIAB-
ILITY IN CONNECTION WITH THE SALE OF THIS
PARTIES AND/OR SERVICE. BUYER SHALL NOT
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DEALER ANY CONSEQUENTIAL DAMAGES, DAM-
AGES TO PROPERTY, DAMAGES FOR LOSS OF
USE, LOSS OF TIME, LOSS OF PROFITS, OR
PAIN, OR ANY OTHER INCIDENTAL DAMAGES.
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Motorcraft

017

CUSTOMER NO. E3547	ADDRESS DAVID A. RUTOLA 6500	TAX NO. 0232	WORK DATE 07/28/03	WORKER NO. FOCS224348
	LABOR RATE	LICENSE NO. VJF822	SALE TAX 28518	COOP SILVER/MED
	VEHICLE MAKE / MODEL DODONITAUROSSES SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILE 288
PHILADELPHIA, PA	REGISTRATION 1FAFP088BYA 109328		SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.C. NO.	P.O. DATE 07/28/03	
	Comments			

JOB# 1 CHARGES

LABOR
 30K SERVICE HOURS: 2.60 TECH(S):192 211.78
 Additional Dealer 30,000 mile Service ATZ
 Replace Air Filter 00/03 All
 Replace Fuel Filter 00 All
 Oil & Filter Special 3.0L DDMC 96/00
 Replace Cabin Air Filter 96/03
 inspect steering linkage, ball joints & suspension All
 inspect complete exhaust system and heat shields All
 inspect brk system and rotors tires All
 inspect engine cooling system, hoses, and clamps All
 Automatic Trans. Service Flush (trans. - AX4N 95/03
 Perform multi-point inspection All
 35,000 MILE SERVICE INTERVAL
 PERFORM 30000S PACKAGE

PARTS	QTY	PP-NUMBER	DESCRIPTION	UNIT PRICE
	1	FA-1483	FUEL FTR ASY-EN	14.10
	1	F12-9155-CA	FUEL FTR ASY	25.10
	1	F12-9155-CA	FILTER ASY-OIL	25.10
	14	F70-10615-AB	PLT ASY - A/C	26.50
	1	ST-4-08	HEXCON R V AUT	15.00
	2	M06191-51901	TRANS. FLUSH	19.00
			RETAINER-7.94	7.94
TOTAL - PARTS				142.84

G.O.B. & SUPPLIES
 1.0 OIL WASTE DISPOSAL FEE \$ 1.000 /UNIT 6.00
 TOTAL - GOS 7.00

MISC
 M1 WASTE DISPOSAL FEE CONTROL NO. 0.50
 TOTAL - MISC 0.50

JOB# 1 TOTALS
 LABOR 211.78
 PARTS 142.84
 G.O.B. 7.00
 MISC 0.50

JOB# 2 CHARGES **JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 361.66**

LABOR
 2 LOF02 ELECTRICAL REPAIRS HOURS: TECH(S):192 INTERNAL
 CUSTOMER STATES CAN'T GET OUT OF PARK WITHOUT OVERLOADING
 SILENTER INTERLOCK
 NO CHARGE PER DAY
 REPLACED MISC ASSEMBLY TO BRAKE LIGHT SWITCH



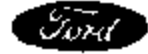
SERVICE DEPARTMENT HOURS:
 Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
 Friday: 7:00 a.m. - 8:00 p.m.
 Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY
 THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THE REPAIR ORDER FOR A PERIOD OF 18 MONTHS OR 15,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND BRIGHTS, AND FUEL SYSTEMS—WHICH DUE TO CONTAMINATION THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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017

ORDER NO. 63547	ADDRESS DAVID A. RUTOLA 5690	TAG NO. 8232	INVOICE DATE 07/26/03	INVOICE NO. FDCS224348
	LABOR RATE	ORDER NO. VJF822	MILEAGE 28518	COLOR SILVERMID
	YEAR / MAKE / MODEL 2004 / FORD / TAURUS SES SEDAN		DELIVERY DATE 08/27/00	DELIVERY MILES 286
	VIN 1FAPF688YA169326		SELLING DEALER NO.	PRODUCTION DATE
PHILADELPHIA, PA	F.Y.E. NO.	F.O. NO.	R.O. DATE 07/26/03	
COMMENTS				

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	INTERNAL
	1	1FL2-14A411-CA	WR ASY-WARTIN		0.00
JOB# 2 TOTALS				TOTAL - PARTS	0.00
JOB# 3 CHARGES				JOB# 2 JOURNAL PREFIX FDCS	JOB# 2 TOTAL 0.00
LABOR					
J# 3-33FOZ01PER			REPLACE WIPER BLADES	HOURS: TECH(S):192	0.00
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	WV-2024	BLD ASY-WIPER	10.95	10.95
	1	WV-2416	BLD ASY-WIPER	10.95	10.95
JOB# 3 TOTALS				TOTAL - PARTS	21.90
JOB# 4 CHARGES				JOB# 3 JOURNAL PREFIX FDCS	JOB# 3 TOTAL 21.90
LABOR					
J# 4-02FOZ			BRAKE CONCERN	HOURS: TECH(S):192	INTERNAL
CUSTOMER STATES NOISE WHEN BRACKING BRACKES OK. HEARD NOISE FROM BRAKE BOOSTER, NOT IN STUCK ORDERED FOR 8-5 INSTALL AMPT SET					
JOB# 4 TOTALS					
JOB# 5 CHARGES				JOB# 4 JOURNAL PREFIX FDCS	JOB# 4 TOTAL 0.00
LABOR					
J# 5-04FOZ071RED			TIRES GREEN	HOURS: TECH(S):1	0.00
FRONT TIRES REAR TIRES					
JOB# 5 TOTALS					
JOB# 6 CHARGES				JOB# 5 JOURNAL PREFIX FDCS	JOB# 5 TOTAL 0.00
LABOR					
J# 6-04FOZ16KD			BRACKES GREEN	HOURS: TECH(S):1	0.00
FRONT BRACKES REAR BRACKES					

SERVICE DEPARTMENT HOURS:
Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:00 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

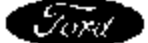
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Call 810-879-1700

part will be here Friday 8/1 - call if you need to change the date

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CUSTOMER NO. 63647	ADDRESS DAVID A. RUTOLA 6890	TAD NO. 8232	INVOICE DATE 07/28/03	INVOICE NO. FOCS224348
	LABOR RATE	LEASER NO. VJF822	RELEASE 28518	STOCK NO. 7338
	YEAR / MAKE / MODEL DODGE/TAURUS/SES SEDAN		COLOR SILVER/MED	DELIVERY MILE 288
	VEHICLE ID NO. 1F1P886894 108328		DELIVERY DATE 08/27/00	PRODUCTION DATE
PHILADELPHIA, PA	F.T.S. NO.	N.O. NO.	SELLING DEALER NO.	R.C. DATE 07/28/03
COMMENTS				

JOB# 6 TOTALS-----

JOB# 8 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

TOTALS-----

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TOTAL LABOR	211.75
TOTAL PARTS	123.18
TOTAL SUBLET	0.00
TOTAL P.O.S.	7.50
TOTAL MISC CHG.	1.00
TOTAL TAX	23.01
TOTAL INVOICE \$	406.47

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
Friday: 7:00 a.m. - 8:00 p.m.
Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT **QualityCare**
APPOINTMENT IS

CUSTOMER SIGNATURE

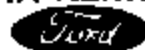
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Multi-Point Inspection Report Card As Recommended by Ford Motor Company

Customer Name: [REDACTED] Year/Model: 2007 Ford Date: 7-22-03
 RO/Tag: 224348 Mileage: 29516

CHECKED AND OK AT THIS TIME

MAY REQUIRE FUTURE ATTENTION

IS THIS A RECALL ITEM?

OK	CHECKED	OK	DESCRIPTION
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Window washer fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Transmission fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Power steering fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Coolant recovery reservoir fluid level
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4 x 4 transfer case, front drive axel, clutch reservoir fluid (truck only)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Windshield for cracks, chips and pitting
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Radiator, heater, and air-conditioning hoses for leaks and damage
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine air cleaner filter
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Oil and/or fluid leaks
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Exhaust system (leaks, damage, loose parts)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Drive shaft, transmission, u-joint and axle linkage (if equipped) and lubricate (as needed)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Steering and steering linkage and lubricate
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Suspension (shock/strut for bounce/leak/damage) and lubricate
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Brake system (including lines, hoses, and parking brake) and wheel end for end-play and bearing noise
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Engine Cooling system, hoses and clamps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Accessory drive belt(s)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Battery terminals (clean if necessary)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Clutch operation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Evaporative fuel system hoses and tubes (only at 80,000 mile intervals pre-1998 vehicles)

Factory Spec Cold Cranking Amps

Actual Cold Cranking Amps

5/22/03

TREAD-DEPTH

LF	RF
<input checked="" type="checkbox"/> 7/32 or Greater	<input checked="" type="checkbox"/> 7/32 or Greater
<input checked="" type="checkbox"/> 4/32 to 6/32	<input checked="" type="checkbox"/> 4/32 to 6/32
<input checked="" type="checkbox"/> 3/32 or less	<input checked="" type="checkbox"/> 3/32 or less
<input checked="" type="checkbox"/> 7/32 or Greater	<input checked="" type="checkbox"/> 7/32 or Greater
<input checked="" type="checkbox"/> 4/32 to 6/32	<input checked="" type="checkbox"/> 4/32 to 6/32
<input checked="" type="checkbox"/> 3/32 or less	<input checked="" type="checkbox"/> 3/32 or less

52 22

Comments:

[REDACTED]

Service Advisor: _____ Technician: _____ Customer Signature: _____



JOHN KENNEDY



1403 Ridge Pike
 CONSHOHOCKEN, PA 19048
 Phone: 810-879-1700
 Fax: 810-279-4321
 visit us at kennedyauto.com

We Accept All Major
 Credit Cards



7427

CUSTOMER NO. 83547	ADVISOR DAVID A. RUTOLA 5680	TAX NO. 8328	INVOICE DATE 08/08/03	INVOICE NO. FOC8226219
	LABOR RATE	LICENSE NO. VJF822	DELIVERY DATE 08/27/00	STOCK NO.
	YEAR / MAKE / MODEL 2005 FORD TAURUS SEDAN	MESSAGE 30073	DELIVERY MILES 288	PRODUCTION DATE
PHILADELPHIA, PA	VEHICLE IDENTIFICATION NO. 1FAFP6689YA 89328		DELIVERY DATE 08/07/03	
	P.Y.E. NO.			
	COMMENTS			

JOB# 1 CHARGES

LABOR	BRAKE CONCERN	HOURS: 1.90 TECH(S):192	WARRANTY		
JOB# 1 82F02	CUSTOMER STATES NOISE WHEN PRESSING BRAKE PEDAL				
	INSTALL SO BOOSTER				
	INSTALLED BOOSTER				
PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	1P12-2005-AA	BSTR ASY-BRK		0.00
				TOTAL - PARTS	
MISC	CODE	DESCRIPTION	CONTROL NO.		
	ESP	CUSTOMER PORTION OF DEDUCTIBLE	226219	100.00	
	ESP	ESP PORTION OF DEDUCTIBLE	226219	100.00	WARRANTY
				TOTAL - MISC	200.00

SERVICE DEPARTMENT HOURS:

Mon. - Thurs.: 7:00 a.m. - 7:00 p.m.
 Friday: 7:00 a.m. - 8:00 p.m.
 Saturday: 7:30 a.m. - 3:30 p.m.

YOUR NEXT QualityCare APPOINTMENT IS

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM-WHEN DUE TO CONTAMINATION. THE LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX PICS JOB# 1 TOTAL 100.00

TOTALS

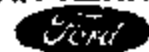
TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL MISC	200.00
TOTAL TAX	8.00
TOTAL INVOICE \$	100.00

*****PLEASE TAKE NOTE*****
 YOUR COMPLETE SATISFACTION IS OUR GOAL. YOU MAY RECEIVE A SURVEY AS A RESULT OF THE WORK PERFORMED ON YOUR VEHICLE. IF YOU ARE UNABLE TO RESPOND, COMPLETELY SATISFIED FOR ANY REASON, PLEASE CONTACT TIM BRESNIDE OR JAY MOON AT 810-279-1700. THANK YOU!!!!

CUSTOMER SIGNATURE



*Thank You,
 We appreciate
 your business!*
JOHN KENNEDY



1403 Ridge Pike
 CONSHOHOCKEN, PA 19048
 Phone: 810-879-1700
 Fax: 810-279-4321
 visit us at kennedyauto.com



Motorcraft

3535 WEST COLONIAL DRIVE
ORLANDO, FL 32808
(407) 299-5900

P & A CODE: 01172

REPLACED PARTS REQUESTED BY CUSTOMER YES NO

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED

STATE REGISTRATION NO: MV-08700

CLAIMS RETURN AUTHORIZATION TO SUBSTANTIATE PARTS CLEAR OUT

I HEREBY AUTHORIZE THE REPAIR WORK HEREINAFTER SET FORTH TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE...

ON BEHALF OF THE FORD CREDIT COMPANY, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF...

INVOICE TO PHILADELPHIA PA DRIVER/OWNER INFORMATION -- INVOICE: C89468

PHILADELPHIA PA PHILADELPHIA PA

FOR OFFICE USE TAG: 8723 ADY: 227 SOUTHERN INVOICE: PRELIM CUS C LT TAX RULES: Y1M1Y INVOICED: 08/25/2003 16:04:56 ODOMETER IN: 31630 DIST: 1FA DATES BEGIN: 08/25/03 DONE: 08/25/03

Table with columns: CONCERN, C/S, BRAKE LITES IN-OP AND VEHICLE WILL NOT COME OUT OF GEAR (INTERMITTENT) OPERATION, TECH HOURS, AMOUNT. Includes part numbers and descriptions.

Table with columns: SUMMARY OF CHARGES FOR INVOICE C89468, PAYMENT DISTRIBUTION FOR INVOICE C89468. Includes rows for PARTS, SERVICE MATERIAL, LABOR, SUB-TOTAL, TAX, TOTAL CHARGE.

** CUSTOMER WAITING ** IF YOU HAVE ANY QUESTIONS - PLEASE SEE PAUL SOUTHERN STATE REGISTRATION NO.: MV-08700

CUSTOMER

RO83-888 18284

PLEASE READ CAREFULLY. CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I UNDERSTAND THAT UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.00.
I REQUEST A WRITTEN ESTIMATE.
I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.
I DO NOT REQUEST A WRITTEN ESTIMATE.

I AGREE TO THE USE OF USED OR REBUILT PARTS INITIALS _____
ALL PARTS REMOVED WILL BE DISCARDED UNLESS SPECIFIED: DATE _____

4 WHEEL ALIGNMENT	8
VEHICLE INSPECTION	9
TUNE UP 4 CYL	10
TUNE UP 6 CYL	11
TUNE UP 8 CYL	12
TIRE ROTATION	13
BALANCE & ROTATE TIRES	14
ELECT. INSP. (WAL, SECS)	15
FUEL INJECTOR FLUSH	16
EMISSION SERVICE	17
3000 MILE SERVICE (W/FLUSH OIL)	18
7,000 MILE SERVICE	19
12,000 MILE SERVICE	20
15,000 MILE SERVICE	21
18,000 MILE SERVICE	22
20,000 MILE SERVICE	23

INSTRUCTIONS ON WORK TO BE DONE
 837 CC: L26
 LITES IN-OP AND VEHICLE WILL
 OUT OF GEAR (INTERMITTENT)

Handwritten: 2514
 20.84
 4.50
 2514
 100th St

SIGNED: X _____ DATE: _____

I HAVE REMOVED ALL PERSONAL ARTICLES FROM MY VEHICLE AND YOU ARE NOT RESPONSIBLE FOR LOSS OF GOODS IN CAR AT ANY TIME IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND YOUR CONTROL. I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH THE ACCOMPANYING SYSTEMS, AND HEREBY GUARANTEE YOU AND / OR YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE (WHICH IS DESCRIBED IN ABOVE, LICENSE OR OTHERWISE) FOR THE PURPOSE OF TESTING AND / OR REPAIRS. AN EXPRESS WARRANTY IS HEREBY ESTABLISHED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS HEREIN.

STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that time, the daily charge for storage of your vehicle will be \$15.00.

TRAFFIC STRICTLY CASH UNLESS OTHERWISE SPECIFIED

15AFPP559A
 823591
 31630

TAG 6723 LIC: PA DXX4832 SVC ADV: 227 PAUL SOUTHERN
 00 **VIN: 1FAPP55S9 YA169328**
 FORD TAURUS
 SES 4DR SDN
 LICENSE: PA DXX4832 CAR
 SVC DLR: 801172
 IN-SVC: 062700 PROD: 020800
 ODOMETER: CURRENT: 31630
 AVG PER DAY: PER MONTH:

PAID
 AUG 25 2003
 VISA

PHILADELPHIA PA

CUSTOMER WAITING DIST CODE: 1FA

EXTENDED SVC PLAN: TYPE: 758 NUMBER: USA NEW 72/36,0
 IN FORCE: Y MILEAGE: 36000 EXPIRES: 062706
 08/25/03 11:21:42

255 NOTE: FIRST VISIT ****PROMISED DATE: 08/25/03 TIME: 1400 ****

TAG 6723 **RO 89468** SVC-ADV: 227 VIN: 1FAPP55S9 YA169328

Robert M. Silverman, Esquire
Identification No. 55914
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 840-8888

ATTORNEY FOR PLAINTIFF

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

DANIEL M. DICICCO
32 N. Penn Avenue
Rockledge, PA 19046

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

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

COMPLAINT
CODE: 1900

1. Plaintiff, Daniel M. Diccico, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 32 N. Penn Avenue, Rockledge, PA 19046.

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 January 01, 2001, Plaintiff purchased a new 2001 Ford Taurus, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FAFP56S41A157463.

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 \$30,500.00.

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).

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

15. Chapman Ford is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

16. On or about January 01, 2001, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

18. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle, not exceeding \$.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

19. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

- (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
- (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

20. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

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

22. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: faulty shift indicator; abnormal rust on alternator bracket; chronic rubbing and grinding noise when

turning to the left; chronic oil leaks; chronic fuel odor; chronic check engine light on and malfunctioning shift lever. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "A".

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

26. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

27. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

28. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

29. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

34. 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.

35. 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.

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

37. 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.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. 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.

40. 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.

41. 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.

42. 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 III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

45. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

46. 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."

47. 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.

48. 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 or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

49. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

50. 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.

51. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

52. 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



CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 678-3636
 FAX: (215) 688-0370
 www.chapmanautogroup.com



INVOICE NO. 58294	SALES REP. MICHAEL MORIN 4865	SALES NO. 3297	DATE 03/14/01
ADDRESS [REDACTED]	LABOR RATE [REDACTED]	LOGBOOK NO. [REDACTED]	SALES 803
CITY/STATE/ZIP ROCKLEDGE, PA [REDACTED]	01/FORD/TAURUS/SE 4 DOOR SEDAN		01/09/02
			180
			03/14/01
			995

JOB # 1 CHARGES

LABOR: 0.60 TECH(S): 997
 KEY WILL NOT ALWAYS COME OUT OF PARK - MUST PULL LEVER ALLWAY UP TO REMOVE WHEN THIS HAPPENS - INDICATOR MORE TO R THAN P
 7A110 87 A99
 ADJUSTED SHIFT INDICATOR POINTER

JOB # 1 TOTALS

JOB # 1 JOURNAL PREFIX	FOCS	JOB # 1 TOTAL	0.00
MECHANIC CERTIFICATION	PAUL SELADONES	2194	

METHOD OF PAYMENT

CASH CHECK No. VISA/MC
 AMEX DISCOVER DINNER'S CLUB A/R

RECEIVED BY DATE

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

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 WE'RE OUR LABOR RATE JUSTICE FROM 01-02-01 TO 02-02-01



PLAINTIFF'S
 EXHIBIT
 A



CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114

DIRECT SERVICE LINE (215) 876-3636

FAX: (215) 898-0370

www.chapmanautogroup.com



ORDER NO. 58294	NAME MICHAEL HORIN	4865	4633	DATE 04/09/01	45963
ROCKLEDGE, PA	LABOR RATE	LABOR NO.	RELEASE 1,118	COLOR SILVER FROS	20759
	01/FORD/TAURUS/SE 4 DOOR SEDAN			DATE 01/09/01	
	1-F-A-P-5-6-9-4			DELIVERY MILE 100	PRODUCTION DATE
				04/09/01	
	995				

JOB 1 CHARGES

LABOR.....
 J.C.L. 04F0Z ENGINE REPAIRS HOURS: TECH(S): 9190 WARRANTY
 JUST ON ALT BRKT
 ORDERED PART - APPT SET UP FOR 4/23/01 TO INSTALL

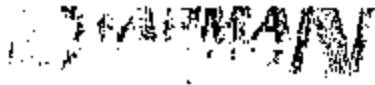
JOB 1 TOTALS.....
 JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.80

TECHNICIAN CERTIFICATION.....
 9190 JEROME L TRZASKA 7825

TOTALS.....

*****	TOTAL LABOR.....	0.00
*	TOTAL PARTS.....	0.00
*	TOTAL SUBLET.....	0.00
*	TOTAL G.D.G.....	0.00
*	TOTAL RISC CHG.....	0.00
*	TOTAL RISC DLSC.....	0.00
*	TOTAL TAX.....	0.00
*****	TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 NEEDS OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 NO APPT.





CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD. PHILADELPHIA, PA 19114

DIRECT SERVICE LINE (215) 676-3899

www.chapmanautogroup.com



RECOMMENDED SERVICES

OPERATION	OPERATION DISCRPTION	MOSES	TOTAL	OPERATION	OPERATION DISCRPTION	MOSES	TOTAL

SERVICE HISTORY

DATE	PAID ORDER	MOSES	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
04/23/01	470612	1339	4865	9190	W	04FOZ	ENGINE REPAIRS
04/09/01	469823	1118	4865	9190	W	04FOZ	ENGINE REPAIRS
04/09/01	469622	1118	4865	9190	C	02FOZ3F	8/9/12/18/21/27K SER
03/14/01	467591	803	4865	9907	W	08FOZ	TRANSMISSION AUTO
02/14/01	465422	466	4865	7055	W	08FOZ	TRANSMISSION AUTO
02/13/00	458328	5	4865	0907	I	02FOZTAURUS	TAURUS PREP

ESPERSON NO. 6749 PETER OSTASH **S E R V I C E** STATE REG# D348

VEHICLE ID. NO. 1FAFP58S41A157463	YEAR/MODEL/ROD. 01/FORD/TAUURUS/SE 4 DOOR SEDAN	PRODUCTION DATE 20759	STOCK NO. 408583
SALE PRICE 22620	DEALER NET 15294	DEALER GROSS 01/09/01	SALES TAX 10
FINANCE CHARGE 7200	SALES TAX 4865	REGISTRATION FEE 60.000	SALES TAX 2535

SALESMAN: **MICHAEL HORIN**

ADDRESS: **ROCKLEDGE, PA**

PHONE: **7200**

TIME RECEIVED: **09:41am** DATE/TIME PROGRAM: **06/05/02** TIME: **06:30pm**

YOUR E-MAIL ADDRESS: _____

SIGNATURE: _____ X

W 18FOZ BRAKE SYSTEM
CHECK REAR CYLINDER LEAK
2001 BRONCO MPP 2262 42 CC 263
W 18FOZ-30 ADJ. PARKING BRAKE
EMG BRAKE WEAK
MPP

#1) * FLUID Behind cups is NORMAL
piston wiping action FLUID

#2) * Park Brake will not hold
Back vehicle if on AND
DRIVEN

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

INITIAL YOUR CHOICE

I AUTHORIZE YOU TO COMPLETE THE ABOVE REPAIRS

I AUTHORIZE THE ABOVE REPAIRS UP TO \$ _____

DO NOT PERFORM ANY REPAIRS UNTIL I AM NOTIFIED OF THE EXACT NATURE OF THE REPAIRS AND THE TOTAL PRICE OF SUCH CHARGES \$ _____

I UNDERSTAND THAT IF I AUTHORIZE YOU TO BEGIN REPAIRS BUT DO NOT AUTHORIZE ADDITIONAL NECESSARY REPAIRS I WILL OWE FOR THE WORK COMPLETED OR FOR DIAGNOSTIC TIME THE SUM OF \$ _____

CUSTOMER SIGNATURE: _____

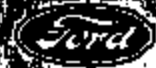
DATE: _____ TIME: _____ EMPLOYEE RECEIVED AUTHORITY: _____

SPECIFIC AUTHORIZATION GIVEN: _____

CUSTOMER CALLED FOR VEHICLE PICKUP AT _____ AMPM/DATE _____

SPOKE WITH: _____

H# () W# ()



8371 ROOSEVELT BLVD
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 676-3636
 FAX: (215) 688-0370
 www.chapmanautogroup.com

REGISTRATION NO. 58794	TECHNICIAN MICHAEL HORIN	4865	SALES 5933	DATE 11/20/02	SALES ELEMENT
[REDACTED]	LABOR RATE	LEAD TIME	SALES 9,740	SEWER FROS	20739
ROCKLEDGE, PA	017 FORD TAURUS/SE 4 DOOR SEDAN			01/09/01	DELIVERY MILE
[REDACTED]	[REDACTED]			SALES DEALER NO.	PRODUCTION DATE
[REDACTED]	P. E. NO.	P. E. NO.		11/20/02	

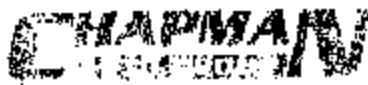
JOB# 1 CHARGES
 LABOR
 02540 PEDAL SPACING
 02540A
 CHECK SPACING-OK
 JOB# 1 TOTALS
 JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

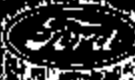
JOB# 2 CHARGES
 LABOR
 RUMBLING NOISE WHEN TURNING STRG. TO LEFT
 3524 4Z H57
 LUBE STRG COLUMN BOOT
 PARTS
 QTY FP-NUMBER DESCRIPTION UNIT PRICE WARRANTY
 2 388898-S SEAL .5 133624 TOTAL - PARTS 0.00

JOB# 2 TOTALS
 JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 0.00
 JOB# 3 CHARGES
 LABOR
 OIL LEAK ENGINE (WHERE YELLOW MARK IS)
 3584 DB L88
 REFL P/STRG RACK ASSY, CR/SET TOE

PARTS
 QTY FP-NUMBER DESCRIPTION UNIT PRICE WARRANTY
 1 YF1Z-3504-DARM GEAR AS 490806 WARRANTY
 -1 YF1Z-3504-DARM CORE RETURN WARRANTY
 2 F7AZ-3F823-AA FLUID-P 837312 WARRANTY
 TOTAL - PARTS 0.00

JOB# 3 TOTALS
 JOB# 3 JOURNAL PREFIX FOCs JOB# 3 TOTAL 0.00
 TECHNICIAN CERTIFICATION
 9907 PAUL SELADONES 2194





CHAPMAN FORD SALES, INC.

837 ROOSEVELT BLVD
PHILADELPHIA, PA 19114



DIRECT SERVICE LINE (215) 878-3638
FAX: (215) 898-0370
www.chapmanautogroup.com

CUSTOMER NO. 58294	MICHAEL HORIN	4855	TAX NO. 7846	02/08/03	20739
ROCKLEDGE, PA	LABOR RATE	10,000	10,000	SILVER FROS	20739
	DI/FORD/TAURUS/SE 4 DOOR SEDAN			01/09/01	DELIVERY MILE
	EP 395			02/05/03	PRODUCTION DATE

JOB# 1 CHARGES

LABOR
OIL LEAK L/S V/COVER MARKED WITH ARROW
GCS19 42 L66
REPL VALVE COVER BOLT/DRING

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	RLZ-GCS19-AA	GROMMET 506834		0.00
				TOTAL - PARTS	0.00

MISC	CODE	DESCRIPTION	CONTROL NO	WARRANTY
		LOANER RENTAL VEHICLE	514836	0.00
			TOTAL - MISC	0.00

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

JOB# 2 CHARGES

LABOR
CHECK FOR FUEL ODOOR
COULD NOT DUPLICATE ANY FUEL ODOOR

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

JOB# 3 CHARGES

LABOR
STEERING MAKES GRINDING NOISE WHEN TURNING UNTIL VEHICLE
WARM'S UP (HEAR INSIDE COLUMN?)
ORDERED STRG COLUMN BOOT - APPT SET UP FOR 2/20/03 TO
INSTALL

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

JOB# 4 CHARGES

LABOR
MUST PUT GEARSHIFTER HARK INTO PARK OR KEY DOESNOT WANT
TO COME OUT OF IGNITION
COULD NOT DUPLICATE THIS CONCERN

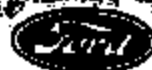
JOB# 4 TOTALS
JOB# 4 JOURNAL PREFIX FDCS JOB# 4 TOTAL 0.00

TECHNICIAN CERTIFICATION



CHAPMAN FORD SALES, INC.

8371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 676-3636
 FAX: (215) 888-0870
 www.chapmanautogroup.com



INVOICE NO. 58294	MICHAEL HORIN	4865	3702	02/27/03	
	LABOR RATE	DISCOUNT	11,038	SILVER FROS	20759
ROCKLEDGE, PA	01/FORD TAURUS/SE 4 DOOR SEDAN			01/09/01	DELIVERY DATE
	VIN: 1F177A11777A11777A			100	PRODUCTION DATE
	A.P.C. NO.			02/27/03	
	REP-995				

LABOR

INSTALL SUP STRG COLUMN BOOT
 3CB11 42 MB7
 REPL STRG COLUMN BOOT AT FIREWALL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	F02-3C611-8	BOOT AS 477909		0.00
TOTAL - PARTS					0.00

1 TOTALS

JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 0.00

TECHNICIAN CERTIFICATION

9907 PAUL SELADONES 2194

TOTALS		TOTAL LABOR	0.00
METHOD OF PAYMENT		TOTAL PARTS	0.00
[] CASH [] CHECK No [] VISA/MC		TOTAL SUBLET	0.00
[] AMEX [] DISCOVER [] DINER'S CLUB [] A/R		TOTAL S.O.G.	0.00
RECEIVED BY DATE		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX	0.00
		TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE

PLEASE PRINT NAME AND ADDRESS

[REDACTED]



CHAPMAN FORD SALES, INC.



9871 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 678-3636
 FAX: (215) 698-0370
 www.chapmanautogroup.com

INVOICE NO. 58294	SALES REP. MICHAEL HORIN	4865	VEH NO. 1921	05/28/03	REG. NO. 2310
ADDRESS: [REDACTED]	CITY: ROCKLEDGE, PA	LABOR RATE	LICENSE NO.	WEIGHT 12,380	COLOR SILVER FROS
		01/FORD/AURUS/SE 4 DOOR SEDAN		02/09/01	DELIVERY DATE
		MODEL YEAR 05		100	PRODUCTION DATE
				05/28/03	
		EP 39S			

REP. 1 CHARGES
 LABOR: [REDACTED] HOURS: 0.30 TECH(S): 2897 LASZLO DOSA

CHECK ENGINE LIGHT ON
 9J460 42 E29
 REPL OPFE SENSOR

ARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	2F1Z-9J460-AA	SENSOR 826756		0.00
1 TOTALS				TOTAL - PARTS	0.00
JOB# 1 JOURNAL PREFIX FCS JOB# 1 TOTAL					0.00
TECHNICIAN CERTIFICATION		2597	LASZLO DOSA	2597	

METHOD OF PAYMENT		TOTAL LABOR....	0.00
<input type="checkbox"/> CASH	<input type="checkbox"/> CHECK No	TOTAL PARTS....	0.00
<input type="checkbox"/> AMEX	<input type="checkbox"/> DISCOVER	TOTAL SUBLET....	0.00
<input type="checkbox"/> VISA/MC	<input type="checkbox"/> DINNER'S CLUB	TOTAL G.O.S....	0.00
<input type="checkbox"/> A/R		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	0.00
RECEIVED BY	DATE	TOTAL INVOICE \$	0.00

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
 FEES OUR LABOR RATE VARIES FROM \$17.25/hr to \$80.00/hr
 DEPENDING ON THE SERVICES PERFORMED.

CHAPMAN FORD SALES, INC.



8371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 878-3636
 FAX: (215) 898-0370
 www.chapmanautogroup.com

WORK ORDER NO. 58294

MICHAEL HORIN

4865

3031

10/01/03

WORK ORDER NO. 58294

LABOR RATE

UNITS NO.

14,876

PIEVEY FRODS

26779

017 FORD TAURUS/SE 4 DOOR SEDAN

01/09/01

DELIVERY MILE

VIN: 1F151A1157403

100

PRODUCTION DATE

F.Y.E. NO.

F. & M.

09/30/03

EXP#995

DATE

TIME

QTY	PP NUMBER	DESCRIPTION	UNIT PRICE	PRICE
1	1F1Z-9195-CA	FILTER 840277	38.63	38.63
1	YF1Z-9601-AA	ELEMENT 387318	9.90	9.90
1	PKFL8205-6M216	ENG OIL & FILTER	15.95	15.95
1	XO-5M20-80SP	ENGINE 546226	****	****
1	FLAZ-6731-80	FILTER 966738	****	****
1	XO-5M20-0SP	ENGINE 498179	****	****
TOTAL - PARTS				64.48

JOB# 4 TOTALS

LABOR 110.83
 PARTS 64.48

JOB# 4 JOURNAL PREFIX FOCs JOB# 4 TOTAL 175.31

JOB# 5 CHARGES

LABOR
 PERFORM MULTI POINT INSPECTION

JOB# 5 TOTALS

JOB# 5 JOURNAL PREFIX FOCs JOB# 5 TOTAL 0.00

JOB# 6 CHARGES

LABOR
 INSPECT TIRES - TIRES IN YELLOW ZONE -OK

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX FOCs JOB# 6 TOTAL 0.00

JOB# 7 CHARGES

LABOR
 INSPECT BRAKES - BRAKES IN YELLOW ZONE -OK

JOB# 7 TOTALS

JOB# 7 JOURNAL PREFIX FOCs JOB# 7 TOTAL 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	PRICE
JOB # A	103	DISPOSAL FEE		2.00
JOB # A	102	STATE INSPECTION STICKER		2.00
JOB # A	108	EMISSION PHONE CALL		4.15
TOTAL - MISC				8.15

MECHANICIAN CERTIFICATION

9907
7055

PAUL SELADONES
 WILLIAM J PRUITZMAN

2194
4261

CHAPMAN FORD SALES, INC.



9371 ROOSEVELT BLVD.
 PHILADELPHIA, PA 19114
 DIRECT SERVICE LINE (215) 876-3636
 FAX: (215) 898-0370
 www.chapmanautogroup.com

MYCUSTID: 58294	MCRAEL HORIN	4865	THE # 3031	00702/03	PO: 580708
	LABOR RATE	LEASING NO.	LEASE 14,876	TRUCK SILVER FROS	20759
	017 FORD TAURUS/SE 4 DOOR SEDAN			01/09/01	DELIVERY TERM
	VIN: 1F173K56156157463			TRUCK QUOTE NO.	PRODUCTION DATE
	P.T. & NO.	P.O. NO.		09/30/03	
	EP-995				

JOB# 1 CHARGES
 BOR: [REDACTED]
 13480 42 A05
 REPL BRAKE LITE SWITCH AND WIRE HARNESS

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	YF1Z-13480-AA	SM ASY 370499		
	OCT 03			
1	1F1Z-14M11-CA	WIR ASY 714116		
1	YF1Z-6C519-AA	FASTENE 439556		
TOTAL - PARTS			0.00	

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

JOB# 2 CHARGES
 LABOR: [REDACTED]
 6584 42 L66
 REPL. L/S VALVE COVER GASKET

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	YLAZ-6584-AA	BASKET 483216		
TOTAL - PARTS			0.00	

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

JOB# 3 CHARGES
 LABOR: [REDACTED]
 PERFORM STATE INSPECTION, EMISSION INSPECTION.
 STATE EMISSION INSPECTION ALL
 F 5/32, R 3/32, T 6/32 IH33400261, AI37599534

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
LABOR			79.95	

JOB# 3 TOTALS
 JOB# 3 JOURNAL PREFIX FPCS JOB# 3 TOTAL 79.95

JOB# 4 CHARGES
 LABOR: [REDACTED]
 CHANGE ENGINE OIL AND FILTER ---- ROTATE TYRES ----
 REPLACE FUEL AND FILTERS ---- PERFORM 15 INSPECTION
 CUSTOMER REQUEST MAINTENANCE SERVICE
 PERFORM CUSTOMER REQUESTED MAINTENANCE
 15,000 MILE MAINT

QualityCare

AUTOSERVICE



Multi-Point Inspection Report Card As Recommended by Ford Motor Company

Customer Name: [REDACTED] Year/Model: 01/TAURUS Date: 10-1-03
 ROV Tag: 53076 Mileage: 17246

INSPECTED BY: [REDACTED] MAY INCLUDE FUTURE ATTENTION

<input type="checkbox"/>	Window washer fluid level
<input type="checkbox"/>	Transmission fluid level
<input type="checkbox"/>	Brake fluid level
<input type="checkbox"/>	Power steering fluid level
<input type="checkbox"/>	Power window reservoir fluid level
<input type="checkbox"/>	Power lock, horn, drive axle, clutch reservoir fluid (truck only)
<input type="checkbox"/>	Operation of horn, indicator lights, wiper lamps, turn signals, hazard and brake lamps
<input type="checkbox"/>	Windshield washer spray, wiper operation and wiper blades
<input type="checkbox"/>	Windshield for cracks, chips and pitting
<input type="checkbox"/>	Exhaust, hoses, and air-conditioning hoses for leaks and damage
<input type="checkbox"/>	Leak of cleaner fluid
<input type="checkbox"/>	Brake fluid level
<input type="checkbox"/>	Power windows (CVT drive axle boots if equipped)
<input type="checkbox"/>	Exhaust system (leaks, damage, loose parts)
<input type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)
<input type="checkbox"/>	Steering and steering linkage and lubricate
<input type="checkbox"/>	Suspension (shocks/struts for bounce/leak/damage) and lubricate
<input type="checkbox"/>	CVT brake system (including lines/hoses, and parking brake) and wheel end for end-play and bearing noise
<input type="checkbox"/>	Engine Cooling system, hoses and clamps
<input type="checkbox"/>	Accessory drive belts
<input type="checkbox"/>	Battery terminals (clean if necessary)
<input type="checkbox"/>	Clutch operation
<input type="checkbox"/>	Empowerment kit system hoses and tubes (only at 50,000 mile intervals pre-1000 vehicles)

Good

Fair/avg

Bad

Factory Spec Cold Churning Ampe 650

Actual Cold Churning Ampe

1 to 3mm or 4/32" to 1/8" (1mm or 1/32" to 1/8" for 1995 and later)

7/32 or Greater

4/32 to 6/32

3/32 or less

TREAD DEPTH

7/32 or Greater

4/32 to 6/32

3/32 or less

LF

RF

FL

FR

Comments:

Service Advisor: # 4865
 Technician: JC 25

Customer Signature: _____ RO83-808 16878

IN THE COURT OF COMMON PLEAS OF CUYAHOGA COUNTY, OHIO

SHANELLE CAMPBELL
18951 Raymond Street
Maple Heights, Ohio 44137

Plaintiff,

vs.

FORD MOTOR COMPANY
c/o CT Corporation Systems
1300 East 9th Street
Cleveland, Ohio 44114

SORBIR, INC.
d/b/a MARSHALL FORD EAST
c/o M David Smith, Registered Agent
1370 Ontario Street, #600
Cleveland, Ohio 44113

Defendants.

No.

439948

JURY DEMAND ENDORSED HEREON

COMPLAINT

NOW COMES the Plaintiff, SHANELLE CAMPBELL, by and through her attorneys, KROHN & MOSS, LTD., and for her complaint against Defendants, FORD MOTOR COMPANY and SORBIR, INC. d/b/a MARSHALL FORD EAST, alleges and affirmatively states as follows:

PARTIES

1. [REDACTED] ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Ohio.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Ohio, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large

through a system of authorized dealerships, including Marshall Ford East ("Seller").

Manufacturer does business in all counties of the State of Ohio including Cuyahoga County.

3. Defendant, SORBIR, INC. d/b/a MARSHALL FORD EAST ("Seller"), is a business corporation qualified to do business and regularly conducting business in the State of Ohio, and is a corporation of the State of Ohio.

BACKGROUND

4. On or about April 10, 2000, Plaintiff purchased from Seller a 2000 Ford Taurus ("Taurus"), manufactured and/or distributed by Manufacturer, Vehicle Identification Number 1FAPP5322YA198611, as reflected in the document attached hereto as Exhibit "A."

5. The price of the Taurus, including certain collateral charges, such as registration charges, document fees, sales tax, but excluding finance charges, totaled more than \$22,201.03.

6. Plaintiff avers that as a result of ineffective repair attempts made by Manufacturer and/or its agent(s), the Taurus cannot be utilized for personal, family and household use as was intended by Plaintiff at the time of its acquisition.

7. In consideration for the purchase of the Taurus, Manufacturer issued and supplied to Plaintiff several written warranties, including a three (3) year or thirty-six thousand (36,000) mile "bumper-to-bumper" warranty. In addition, Seller entered into an extended warranty/service contract with Plaintiff, which covers the Taurus after the expiration of Manufacturer's warranty.

8. On or about April 10, 2000, Plaintiff took possession of the Taurus and shortly thereafter experienced the various defects listed below which substantially impair the use, value and/or safety of the Taurus.

9. The nonconformities described below violate the express written warranties issued to Plaintiff by Manufacturer.

10. Plaintiff has delivered the Taurus to Manufacturer's authorized servicing dealerships on numerous occasions.

11. Plaintiff has brought the Taurus to Seller and/or an authorized service dealer of Manufacturer for attempted repairs to various defects and nonconformities, including but not limited to:

- a. Defective engine as evidenced by the illumination of the check engine light and the vehicle nearly stalling;
- b. Defective fuel pump;
- c. Defective brake lamp switch;
- d. Defective radio;
- e. Defective alarm system;
- f. Defective brake system;
- g. Defective driver's door, and
- h. Defective electrical system.

12. Plaintiff has provided Manufacturer sufficient opportunity to repair and/or replace the Taurus pursuant to its written warranties.

13. After a reasonable number of attempts to cure the defects in Plaintiff's Taurus, the Manufacturer and its authorized servicing dealerships have been unable and/or have failed to repair the nonconformities or replace the Taurus, as provided in the Manufacturer's written warranties.

14. Plaintiff has justifiably lost confidence in the Taurus's safety and reliability, and said nonconformities have substantially impaired the use, value and/or safety of the Taurus to Plaintiff.

15. Said nonconformities could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the Taurus.

16. As a result of these defects, Plaintiff revoked acceptance of the Taurus in writing on April 17, 2001. A copy of the revocation of acceptance letter is attached and labeled as Plaintiff's Exhibit "B."

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

18. Seller has refused Plaintiff's revocation of acceptance, and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. The Taurus remains in a defective and unmerchantable condition, and continues to exhibit some or all of the above mentioned defects which substantially impair its use, value and/or safety.

20. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its warranty.

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

21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint set forth above.

22. Plaintiff is a purchaser of a consumer product who received the Taurus during the duration of a written warranty period applicable to the Taurus and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

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

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

25. Plaintiff's purchase of the Taurus was accompanied by written factory warranties covering any nonconformities or defects in material or workmanship, an undertaking in writing to refund, repair, replace, or take other remedial action free of charge to Plaintiff with respect to the Taurus in the event that the Taurus failed to meet the specifications set forth in the warranties.

26. Said warranties were the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Taurus to Plaintiff.

27. Said purchase of Plaintiff's Taurus was induced by, and Plaintiff relied upon, these written warranties.

28. Plaintiff has met all of her obligations and preconditions as provided in the written warranties.

29. As a direct and proximate result of Manufacturer's failure to comply with its 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, including attorneys' fees incurred in connection with this action.

WHEREFORE, Plaintiff, SHANELLE CAMPBELL, prays for judgment against Manufacturer as follows:

- a. Return of all monies paid or diminution in value of the Taurus, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
- b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
- c. Such other and further relief that this Court deems just and appropriate.

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

30. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint set forth above.

31. The Taurus purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), running from the Manufacturer to the Plaintiff herein.

32. Manufacturer is a supplier of consumer goods as a "person" engaged in the business of making a consumer product directly available to Plaintiff.

33. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer.

34. Plaintiff's Taurus was impliedly warranted to be substantially free of defects and nonconformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Taurus was intended.

35. The above-described defects and nonconformities present in the Taurus render the Taurus unmerchantable, unreliable, and/or unsafe, and thereby not fit for the ordinary and essential purpose for which the Taurus was intended, as represented by Manufacturer.

36. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Taurus and Plaintiff has suffered and continues to suffer various damages, including attorneys' fees incurred in connection with this action.

WHEREFORE, Plaintiff, SHANELLE CAMPBELL, prays for judgment against Manufacturer as follows:

- a. Return of all monies paid or diminution in value of the Taurus, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
- b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
- c. Such other and further relief that this Court deems just and appropriate.

COUNT III
OHIO MOTOR VEHICLES WITH
WARRANTY NONCONFORMITIES ACT
MANUFACTURER

37. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint set forth above.

38. Pursuant to O.R.C. §1345.73(A), Plaintiff has presented the Taurus to Seller and/or an authorized service dealer of Manufacturer on at least three (3) occasions for repairs to the same defect within the first twelve (12) months or eighteen thousand (18,000) miles of ownership, and the nonconformity continues to exist or recurred thereafter.

39. Pursuant to O.R.C. §1345.72(B), Plaintiff is entitled to a refund of the full purchase price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorney fees and costs.

40. At least forty (40) days prior to the filing of this action, Plaintiff submitted to manufacturer's informal dispute resolution program and was unsatisfied with the results thereof.

WHEREFORE, Plaintiff, SHANELLE CAMPBELL, prays for judgment against Manufacturer as follows:

- a. Return of the Taurus's purchase price and all incidental and consequential damages incurred by Plaintiff;
- b. Return of all finance charges incurred by Plaintiff for the Taurus;
- c. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
- d. Such other and further relief that this Court deems just and appropriate.

COUNT IV
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNISON-MOSS WARRANTY ACT
SELLER

41. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint set forth above.

42. The Taurus purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Seller to Plaintiff herein.

43. Seller is a supplier of consumer goods as a "person" engaged in the business of making a consumer product directly available to Plaintiff.

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

45. Plaintiff's Taurus was impliedly warranted to be substantially free of defects and nonconformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Taurus was intended.

46. The above-described defects and nonconformities present in the Taurus render the Taurus unmerchantable, unreliable, and/or unsafe, and thereby not fit for the ordinary and essential purpose for which the Taurus was intended, as represented by Seller.

47. As a result of the breaches of implied warranty by Seller, Plaintiff is without the reasonable value of the Taurus and Plaintiff has suffered and continues to suffer various damages, including attorneys' fees incurred in connection with this action.

WHEREFORE, Plaintiff, SHANELLE CAMPBELL, prays for judgment against Seller as follows:

- a. An order sustaining Plaintiff's revocation of acceptance pursuant to Ohio Revised Code Section 1302.66;
- b. Return of the Taurus's purchase price and all incidental and consequential damages incurred by Plaintiff;
- c. Return of all finance charges incurred by Plaintiff for the Taurus;
- d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
- e. Such other and further relief that this Court deems just and appropriate.

COUNT V
REVOCAION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)
OF THE MAGNUSON-MOSS WARRANTY ACT
SELLER

48. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint set forth above.

49. Seller's tender of the Taurus was substantially impaired to Plaintiff, thereby constituting a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff, SHANELLE CAMPBELL, prays for judgment against Seller as follows:

- a. An order sustaining Plaintiff's revocation of acceptance pursuant to Ohio Revised Code Section 1302.66;
- b. Return of the Taurus's purchase price and all incidental and consequential damages incurred by Plaintiff;
- c. Return of all finance charges incurred by Plaintiff for the Taurus;
- d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
- e. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues in this action, except for any issues relating to the amount of attorneys' fees and litigation costs awardable should Plaintiff prevail in this action.

Respectfully Submitted,

By: 
David B. Levin, Attorney for Plaintiff

David B. Levin
Ohio Registration No. 0059340
Ronna Lucas
Ohio Registration No. 0063304
Herbert Nussle
Ohio Registration No. 0063551
Attorneys for Plaintiff

Krohn & Moss, Ltd.
4403 St Clair Avenue
Cleveland, Ohio 44103
(216) 426-7777

Mailing Address:
120 W. Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
(888) 695-3666

EXHIBIT A

MAZDA FORD

5200 Mayfield Road
Mayfield Hts., OH 44124
440/440-1000

CONTROL NO. 30286
INVOICE NO. _____
DATE 10 APR 2000
SALESPERSON CORRADETTI, BERNAR
STATE OH ZIP 44137
BUS. PHONE (216) 634-7000

S.S.N. 285684701
D.O.B. 21 OCT 1957
SOLD TO _____
STREET _____
CITY MAPLE HTS
COUNTY CUYAHOGA RES. PHONE _____

YEAR 2000	MAKE FORD	SERIES TAURUS	BODY TYPE SD	COLOR CHESTNUT	U.C. STOCK # 198611
NEW	<input checked="" type="checkbox"/>	SERIAL NO. 1FAPF5322YA198611	MODEL # P53		
USED					
DEMO					

PRICE OF MOTOR VEHICLE INCLUDING EXCISE TAX, STANDARD EQUIPMENT AND FACTORY INSTALLED OPTIONAL EQUIPMENT **5 13743.00**

ODOMETER MILEAGE 5
 ODOMETER MILEAGE IS ACCURATE
 ODOMETER MILEAGE IS NOT ACCURATE

See instructions printed on back of this form. The trade allowance shown on this form does not apply to vehicles with the actual cash value of the vehicle shown in excess of the dealer's book value. The outstanding balance on the trade is subtracted from the sales price of your vehicle. If an extended warranty is purchased within 30 days of the date the title delivery of your vehicle, additional warranties may be available. See dealer for details.

11:0 _____ 3 _____ 11:22 _____ 506 _____
 4 _____ 1980 _____ 12 _____ 13,100 _____
 10:40 _____ 9015 _____
 12 _____ 13 _____
 11:53 _____ 4640 _____

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRADICTORY PROVISIONS IN THE CONTRACT OF SALE.

PROTECTION PACKAGE *	
EASYSURE GAP	N/A
DEALER INSTALLED ACCESS.	798.00
WARRANTY	1185.00
SELLING PRICE	19635.00
MEMO ONLY TAX BASE * (18195.00
DOC FEE	50.00
STATE SALES TAX <u>7.00%</u>	1272.96
30 DAY PLATE	N/A
NEW PLATES	N/A
TITLE FEES & TRANSFER	20.00
TOTAL CASH PRICE	20982.20

USED UNIT INFORMATION 198611A
 MAKE NISSAN YEAR 99 TYPE SD MODEL ULTIMA
 SERIAL NO. 1N48U31D6RC145528

ODOMETER MILEAGE 76161
 ODOMETER MILEAGE IS ACCURATE
 ODOMETER MILEAGE IS NOT ACCURATE

COLOR BLACK

BALANCE OWED TO: AMERICAN GENERAL

ACCOUNT NO. _____ NAME ON ACCOUNT _____

ADDRESS OF BANK _____

PHONE NO. _____

PAY OFF AMOUNT 4299.19

GOOD TILL _____ PER DIEM _____

DATE QUOTED _____

BY _____ VERIFIED _____

TRADE ALLOWANCE**	1500.00
AMOUNT OWING	4299.19
NET EQUITY	1250.00
DEPOSIT WITH ORDER	1000.00
REBATE	-549.19
TOTAL DOWN PAYMENT	21531.99
INSURANCE	1218.85
CASH ON DELIVERY (SUB TOTAL)	N/A
PLUS EXTENDED WARRANTY***	FORD 22750.22
FINAL C.O.D. OR BALANCE TO FINANCE	

SOLD WITH USED CAR WARRANTY
5% DISCOUNT ON PARTS AND LABOR FOR 30 DAYS. ALL WORK TO BE DONE IN MARSHALL FORD SERVICE CENTER.

SOLD AS IS - NO GUARANTEE BASIS
 DEPOSITS NON-REFUNDABLE IF FINANCED

POWERTRAIN ONLY ACV 5 _____

THE FIGURES IN THIS ORDER ARE PREDICATED UPON THE ACTUAL COST OF INSURANCE AND THE CORRECT AMOUNT OF THE LIEN DUE ON TRADES IN MOTOR VEHICLE.

THE UNDERSIGNED ASSUMES RESPONSIBILITY TO COVER THE HEREIN DESCRIBED VEHICLE WITH NECESSARY AND PROPER INSURANCE COVERAGE. I ALSO ASSUME ALL LEGAL LIABILITY ARISING FROM THE OPERATION OF SAID VEHICLE.

CUSTOMER SIGNATURE _____
 PLEASE ENTER MY ORDER FOR _____
 This motor vehicle is sold according to _____

This order comprises the entire agreement affecting this purchase. No other agreement or understanding of any nature concerning same will be recognized. I hereby certify that no credit has been extended to me for the purchase of this car except as appears in writing above. I certify that I am 18 years of age or older, and hereby acknowledge receipt of a copy of this agreement and order.

I have read the _____ for the same as if it were _____
 BUYER'S SIGNATURE _____
 THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER
 SALESMAN CORRADETTI, BERN DEALER _____

_____ (bearing delays in transportation or other causes beyond our control.)
 terms herein mentioned and per regular catalogue specifications.

CUSTOMER COPY

EXHIBIT B

Krohn & Moss, Ltd.

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

Writer's Direct Number
(312) 578-9428 Ext. 215
Writer's Direct Facsimile
(419) 818-1376
Writer's Direct E-Mail
dkrohn@consumerlawcenter.net

Also Located In:
Arizona
Georgia
Indiana
Ohio
Wisconsin

Licensed to Practice in Illinois / Ohio

April 17, 2001

Ms. Michelle K. Hull
Ford Motor Company
16800 Executive Plaza Drive
MD# 3NE-B
Dearborn, Michigan 48126-4207
Via facsimile (313) 845-5555

Marshall Ford-East
Attn: General Manager
6200 Mayfield Road
Mayfield Heights, Ohio 44124

RE: [REDACTED] v. Ford Motor Company and Marshall Ford-East
Vehicle: 2000 Ford Taurus
VIN: 1FAFP5322YA198611
Our File No.: 0010994H

Dear Ms. Hull:

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

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

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

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

1. Defective engine as evidenced by the illumination of the check engine light and the vehicle nearly stalling;
2. Defective fuel pump;
3. Defective brake lamp switch;
4. Defective radio;
5. Defective alarm system;
6. Defective brake system;
7. Defective driver's door;
8. Defective electrical system; and
9. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

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

My client's repair history clearly shows there was a breach of both written and implied warranties:

based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the

April 17, 2001

hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

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

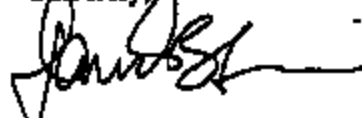
Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my client by your failure to do so.

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

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,



David B. Levin
Attorney at Law

DBL/jlb

cc: [REDACTED]