EA04-006

FORD

6/29/2004

APPENDIX F (F PART 1 OF 3)

PART 3 OF 9

EA04-006

FORD

6/29/2004

APPENDIX F

Number	Matter Name	ST	Court/Jurisdiction Docket No.	Incident Date	Report/Claim Date	Model Name	Model Year	VIN	Mileage at time of incident	Type	Disposition	Crash Alleged	Property damage alleged	Number of alleged injuries	Number of alleged fatalities
1	[redacted]	MI	State of Michigan; 3rd Circuit Court; Docket No. 03 – unknown	12/28/2002 1/03/2003 1/06/2003	03/10/2003	F-350	2002	1FTSF31F82[redacted]	28907 29585 29830	Lawsuit	Closed	No	No	0	0
2	[redacted]	TX	State of Texas, 3rd Judicial District Court, Case No. 02137	6/2/2002	05/11/2003	F-250	2001	1FTNW21F21[redacted]	N/A	Lawsuit	Open	Yes	Yes	2	1
3	[redacted]	TX	N/A	6/7/2002	4/29/2003	F-250	2001	1FTNW21F21[redacted]	13698 (1/16/03, time of replacement)	Claim	Open	Yes	Yes	0	0
4	[redacted]	TX	Travis County Court, Travis Co. TX; Case No. 279507	12/23/2003	1/9/2004	F-250	2003	1FTNW21P13[redacted]	Unknown	Lawsuit	Open	Unknown. Plaintiff reports driving vehicle into a ditch.	No	Apparent minor injury alleged as a result of an incident unrelated to the alleged defect.	0
[redacted]															
1	[redacted]	PA	Court of Common Pleas, Philadelphia, PA; Case No. 002669	10/[illegible]/2003	03/11/2004	F-250	2001	1FTNX21F81[redacted]	92712	Lawsuit	Open	No	No	0	0
2	[redacted]	FL	N/A	8/29/2001	08/29/2003	F350	2001	1FTWW33F1[redacted]	Unknown	Claim	Closed	Yes	Yes	1	0
3	[redacted]	PA	Court of Common Pleas, Philadelphia, PA; Case No. 006108	6/24/2003	10/27/2003	F-350	2003	1FTSW21P63[redacted]	700	Lawsuit	Closed	No	No	0	0
4	[redacted]	MI	State of Michigan; Jackson County Circuit Court; Case No. 04[illegible]NZ	11/12/2003	04/26/2004	Excursion	2002	1FMSU43F22E[redacted]	35600	Lawsuit	Open	No	No	0	0
5	[redacted]	NJ	Superior Court of New Jersey; Case No. PAS-L-1154-04	4/28/2003	04/30/2004	F-350	2002	1FTSW31F82E[redacted]	21600	Lawsuit	Open	No	No	0	0
6	[redacted]	NM	Second Judicial District Court, County of Bernalillo, NM; Case No. CV-08949-2003	7/21/2003	12/16/2003	F-350	2003	1FTWW33F23E[redacted]	746	Lawsuit	Open	No	No	0	0
7	[redacted]	WI	State of Wisconsin, Portage County Circuit Court, Case No. 02 CV 235	2/28/2002	10/29/2002	F-350	2001	1FDWF37F01[redacted]	10873	Lawsuit	Closed	No	No	0	0
8	[redacted]	PA	Court of Common Pleas, Philadelphia, PA; Case No. 006164	6/14/2002	11/[illegible]/2003	F-350	2001	1FTWW33F81E[redacted]	11807	Lawsuit	Open	No	No	0	0

50

COPY

[redacted]
Plaintiffs

v.

MAXWELL FORD, LTD.
d/b/a MAXWELL FORD;

d/b/a FORD MOTOR COMPANY
&
PUBLIC EMPLOYEES CREDIT UNION
Defendants

No. 275507

IN THE

TRAVIS COUNTY COURT AT LAW #26

TRAVIS COUNTY, TEXAS

FILED FOR RECORD
2003 DEC 31 PM 4:26
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

ORIGINAL PETITION: DTPA *et al*

Plaintiffs, [redacted] bring this above titled pleading against the above referenced Defendants.

A. PRELIMINARY MATTERS

1. **Discovery Control Plan.** Plaintiff intends to conduct discovery under Level 2 of Rule 190 of the Texas Rules of Civil Procedure.

2. **Parties & Service of Process.**

   a. Plaintiffs [redacted] are individuals residing at [redacted], Round Rock, TX [redacted]

   b. Defendant MAXWELL FORD, LTD. d/b/a MAXWELL FORD is a car dealer whose business address is in Travis County at 5000 S. IH-35, Austin, TX 78745. **Defendant MAXWELL FORD, LTD. d/b/a MAXWELL FORD may be served with process by serving its registered agent, CT Corporation System, 350 N. St. Paul St., Dallas, TX 75201.** See Tex. Bus. Corp. Act art. 2.11(A); Tex. Rev. Civ. Stat. art. 1396 2.07(A).

   c. Defendant FORD MOTOR COMPANY is a foreign corporation organized and existing under the laws of the State of Delaware, with its principal place of business at One American Rd Room 612, Ford World HQ, Dearborn, MI 48126. It is authorized to do business in Texas. This lawsuit arises out of its business in Texas. Said Defendant has had minimum contact with the state of Texas. **Defendant FORD MOTOR COMPANY may be served by and through its registered agent, CT Corporation System, 350 N. St. Paul St., Dallas, TX 75201.** See Tex. Bus. Corp. Act art. 8.10(A), Tex. Rev. Civ. Stat. art. 1396 8.09(A).

PEEO-044 37000

d. Defendant PUBLIC EMPLOYEES CREDIT UNION is a Texas credit union whose principal place of business is in Travis County at 306 East 10th St., Austin, TX 78701. **Defendant PUBLIC EMPLOYEES CREDIT UNION may be served with process by serving its president Halteen Jonell at the principal place of business 306 East 10th St., Austin, TX 78701, phone (512) 474-1955.** Texas. See Tex. Bus. Corp. Act art. 2.11(A); Tex. Rev. Civ. Stat. art. 1396 2.07(A).

3. **Venue.** Venue is proper is Travis County, Texas because all or a substantial part of the events or omissions occurred in Travis County. See Tex. Civ. Prac. & Rem. Code §15.002(a)(1).

4. **Conditions Precedent.** All conditions precedent necessary to maintain this action have been performed or have occurred.

B. SUMMARY OF FACTS

1. On or about June 5, 2003 Plaintiff [redacted] purchased a new 2003 Ford F-250 Pickup (V.I.N. # 1FTNW21P13E[redacted] ("the vehicle") from Defendant MAXWELL FORD. The vehicle was to be used by both herself and her fiancée Plaintiff [redacted] As such both Plaintiffs "acquired" the vehicle within the meaning of the DTPA. The vehicle was manufactured by Defendant FORD MOTOR COMPANY. Defendant PUBLIC EMPLOYEES CREDIT UNION financed the purchase of the vehicle, and, as such, became a "holder in due course." As such Defendant PUBLIC EMPLOYEES CREDIT UNION bears the liability of the seller Defendant MAXWELL FORD under the terms of the Retail Installment Contract. The Retail Installment Contract states:

> NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF.

2. The sales staff at MAXWELL FORD represented to Plaintiff [redacted] that the vehicle would have certain qualities and characteristics, and would be of a certain quality or grade. The salesman made express warranties and a warranty for fitness for a particular purpose. Defendant MAXWELL FORD represented to Plaintiff [redacted] that, because of new redesigned engine, would run much smoother and quieter and that it would have a lot more power than the 2002 year model ford f-250. In reliance on these statements, Plaintiff [redacted] purchased the vehicle.

3. The vehicle did not have the promised qualities and characteristics, nor was of the promised quality, standard or grade. The truck in fact lacked of power in the engine and had an extremely rough idle. Mere days after its purchase, the engine vehicle repeatedly stalled. The vehicle would be turned on, put in gear and then immediately stall. For a period of time warming the engine up for many minutes allowed the vehicle to drive

without stalling, but then the vehicle began stalling even after being warmed up. Plaintiffs would push the accelerator but the vehicle would not respond.

4. Plaintiff [redacted] brought the vehicle in over and over again for a period of months to the Maxwell Ford service department. They repeatedly failed to deliver on their promises to repair the vehicle. The vehicle is not merchantable, is not of the quality standard or grade promised, and/or Defendant MAXWELL FORD failed to perform repair services in a good and workmanlike manner. Defendant MAXWELL FORD admitted that there was a design problem with the computer with this particular type of vehicle. Defendant FORD MOTOR COMPANY designed and built the vehicle. Defendant MAXWELL FORD claimed to have downloaded new computer information to fix the problem, but the problem not only continued, but in fact became even more serious. The technicians at MAXWELL FORD further admitted that the computer updates do not seem to repair the problem for this type of "early production" vehicle. (The production date of the vehicle was May, 2003 and the vehicle was purchased on June 6, 2003). Indeed, MAXWELL FORD stated the Defendant FORD MOTOR COMPANY had bought back hundreds of this particular early production vehicle because the problems could not be fixed. Plaintiffs contacted Defendant MAXWELL FORD to resolve the matter, but they refused to offer any serious resolution, despite their admission as to the problem. Not only did the salesman fail to disclose this problem when the vehicle was purchased, he affirmatively misrepresented the quality of the vehicle, and the characteristics it would have.

5. The Plaintiffs have young children, and began to fear driving the car at all. Unfortunately, Plaintiffs' fear proved justified. On or about December 18, 2003, Plaintiff [redacted] was driving to work in the vehicle. While driving at highway speed on a single lane highway, the engine suddenly stalled. Since the engine shut down, the vehicle suddenly had no power steering or power brakes. At highway speed, Plaintiff [redacted] had jerk the steering hard in order to avoid hitting an approaching school bus head on. Plaintiff [redacted] pulled his shoulder out in trying to control the vehicle and avoid a head on collision; he drove the vehicle into a ditch by the time he could get the truck to a stop. This caused Plaintiff [redacted] physical injury, pain and suffering, and risked loss of work income.

6. MAXWELL FORD refused to rectify the problem, so Plaintiffs were forced to file suit.

C. CLAIMS BASED ON THE ABOVE FACTS

Plaintiff incorporates by reference the above statement of facts as the basis for the following claims.

1. Counts 1–Breaches of warranty. Defendants made express and written warranties to Plaintiff and breached those warranties. Defendants made implied warranties to Plaintiff and breached those warranties. By way of example and not of limitation, Defendants

made the warranty that repair services would be performed in a good and workmanlike manner and the warranty of merchantability.

2. **Count 2—Breach of Contract.** Breach of contract is plead in the alternative to the DTPA claim. See, e.g. Southwell v. University of the Incarnate Word, 974 S.W.2d 351, 354-55 (Tex.App.—San Antonio 1998, pet. denied):
   i. Plaintiffs and Defendants had a valid, enforceable contract;
   ii. Plaintiffs performed, tendered performance, or was excused from performing its contractual obligations;
   iii. The Defendants breached the contract; and
   iv. The Defendants breach caused the Plaintiffs injury.
   v. Plaintiff is entitled to attorney's fees and costs pursuant to Tex. Civ. Pract. & Rem. C. § 38.01 *et seq.*

3. **Intentional Common Law Violations.**
   a. **Count 3—Fraud.** Defendants' actions demonstrate that Defendants made representations about the quality standard or grade of the vehicle that were material and false. When Defendants made the representations, they knew them to be false; or made the representations recklessly, as a positive assertion, and without knowledge of its truth. Defendants made the representations with the intent that Plaintiffs act on it. Plaintiffs in fact relied on the representations, causing Plaintiffs injury. See Stum v. Stum, 845 S.W.2d 407, 416 (Tex.App.–Fort Worth 1992), overruled on other grounds, Humphreys v. Meadows, 938 S.W.2d 750, 751 (Tex.App.–Fort Worth 1996, writ denied).

   b. **Count 4—Breach of fiduciary duty and duty of good faith and fair dealing.** As a seller with superior knowledge, Defendants had a fiduciary relationship with Plaintiffs. Defendants breached that duty causing injury to Plaintiffs and/or benefit to the Defendants.

   c. **Count 5—Intentional Misrepresentation.** Defendants made false statements of fact as to the use of and repayment of funds invested by Plaintiffs; made promises of future performance with an intent, at the time the promise was made, not to perform as promised; made statements of opinion based on a false statement of fact; made statements of opinion that the maker knew to be false; or made an expression of opinion that was false, while claiming or implying to have special knowledge of the subject matter of the opinion.

   d. **Count 6—Civil Conspiracy.** In selling a vehicle to Plaintiffs that was defective, Defendant conspired with one or more persons to accomplish an unlawful purpose or to accomplish a lawful purpose by unlawful means. See Massey v. Armco Steel Co., 652 S.W.2d 932, 934 (Tex. 1983); see also Triplex Communications, Inc. v. Riley, 900 S.W.2d 716, 719–20 (Tex. 1995); Schlumberger Well Surveying Corp. v. Nortex Oil & Gas Corp., 435 S.W.2d 854, 856 (Tex. 1968).

4. **Negligent Common Law Violation.** In addition to and/or the alternative to the intentional violations listed above, Defendants made the following negligent common violations.

a. **Count 6—Negligence & Gross Negligence.** Defendants' actions demonstrate that Defendants owed a legal duty to Plaintiff and breached that duty, proximately causing Plaintiff injury.

b. **Count 7—Negligent and Grossly Negligent Misrepresentations.** Defendants' actions demonstrate Defendants made representations in the course of its business or in a transaction in which it has a pecuniary interest; the representations supplied false information for the guidance of others in their business; and the parties making the representation did not exercise reasonable care or competence in obtaining or communicating the information.

D. Pre-suit Notice of DTPA Claims

Plaintiffs hereby tenders formal notice of violations of Tex. Bus. & Com. C. § 17.01 *et seq.* The facts giving rise to this claim are listed in the Statement of Facts section above. Defendants actions constitute "false, misleading, or deceptive acts or practices" within the meaning of Tex. Bus. Com. Code § 17.46; violate express and implied warranties; and are "unconscionable" within the meaning of the DTPA.

Plaintiffs estimates their minimum economic damages at the total payout amount of the vehicle that cannot be safely driven, $56,147.40. In addition, economic damages include the loss of use for this type of vehicle for the length of time the vehicle has not been operating as promised. Assuming that the reasonable rental value of the vehicle was $1,000.00 per month, the loss of use damages would be approximately $6,000.00. Finally, Plaintiff expended thousands of dollars to add additional components to the vehicle in anticipation of the vehicle performing as promised. With the vehicle safely inoperable, the cost of these additions minus the resale value is lost. Plaintiff estimates attorney's fees and costs at $3,000.00. In order to facilitate settlement, Plaintiff will forego seeking treble damages and damages for mental anguish, pain and suffering, and any lost wages that might accrue for an amount of $65,000.00.

Recession is an equitable remedy available under the DTPA, and Plaintiffs would not be hostile to exploring settlement prospects based on unwinding the deal, payment of the note, return of the vehicle, plus attorney's fees and consequential damages.

E. JURY DEMAND.

Plaintiff asserts his right to a trial by jury, under Texas Constitution article 1, §15, and makes this demand for a jury trial at least 30 days before the date this case is set for trial, in accordance with Texas Rule of Civil Procedure 216.

E. PRAYER.

For these reasons, Plaintiff asks they have judgment against Defendants for the following:

i. Economic damages within the jurisdictional limits of this court;

ii. Treble economic damages;

iii. Attorney fees and costs;

iv. Exemplary and punitive damages;

v. Prejudgment and post-judgment interest as allowed by law;

vi. Costs of suit;

vii. General relief; and

viii. All other relief, in law and in equity, to which Plaintiff may be entitled.

Respectfully submitted,

Ahmad Keshavarz
Attorney for Plaintiffs

State of Texas Bar Number: 24012957

The Law Office of Ahmad Keshavarz
The Littlefield Building
106 E. 6th St., Suite 700
Austin, TX 78701-3660

Phone: (512) 494-9797
Fax: (877) 496-7809 (toll-free)

GORBERG, GORBERG AND ZUBER
By: DAVID J. GORBERG Attorney for Plaintiffs
Identification No. 53084
1234 Market Street
Suite 2040
Philadelphia, PA 19107
(215) 563-7210

[redacted]	: COURT OF COMMON PLEAS
Hooversville, Pa [redacted]	: PHILADELPHIA COUNTY
vs.	: TERM, 2004
FORD MOTOR COMPANY c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [redacted] Hooversville, Pa [redacted]

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

BACKGROUND

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

4. On or about May 5, 2001, plaintiff purchased a new 2001 Ford F250 manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTNX21F81E[redacted] The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than $51,339.68.

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

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

8. On or about May 5, 2001, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

COUNT I

MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

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

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

23. Defendant failed to make effective repairs.

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

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

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

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

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

COUNT II
UNIFORM COMMERCIAL CODE

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

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

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

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

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

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

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

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

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

GORBERG AND ZUBER

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

[redacted]

Date: 2/11/04

16105

210914

INVOICE

PAGE 1

TRI STAR

2134 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

[redacted]

HOOVERSVILLE, PA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: [illegible] LEIGH ANNE VENTIC

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	01	FORD F250 PICKUP	1FTNX21F81[illegible] [redacted]		7405/7405	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05MAY2001		05MAY2004	17:00 05JUL01			CASH	06JUL2001

R.O. OPENED	READY	OPTIONS:
		STK:1F473 DLR:44D4[illegible]

[illegible]

* CHECK FOR AIR CONDITIONING NOT AS GOOD AS SHOULD BE
LABEL: PERFORMED AIR CONDITIONING FLUSH
[illegible] J. C SYSTEM - FLUSH (FLUSH) - 1
2 W (N/C)

FC: C02 42
PART#: 19D850
COUNT:
CLAIM TYPE:
AUTH CODE:
4461

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LOSS A: 0.00

FORD MERCURY

RECEIVE A [redacted] CHRYSLER
IN THE NEXT [redacted] FOR ANY
YOU CANNOT [redacted] SATISFIED,
PLEASE CONTACT JEFF MANLON OR WAYNE VARGO AT
724-[illegible]
THANK YOU

FORD MERCURY CHRYSLER PLYMOUTH [illegible]

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

STATEMENT OF DEED AGREE

[illegible]

DESCRIPTION	TOTALS
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
PLEASE PAY THIS AMOUNT	0.00

SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

CUSTOMER SIGNATURE

FE03-844 38803

*** REPRINT ***

[redacted]

B.J. Hanner Motor Co., Inc.

HOOVERSVILLE PA [redacted]

227 ALPINE ROAD
SOMERSET, PENNSYLVANIA 15501

SINCE 1924

(814) 509-5515
TOLL FREE (800) 222-1524

DATE	YEAR	MAKE	MODEL	VIN	STOCK	MILES IN	MILES OUT	TAG
08/03/01	01	FORD	F-250	1FTNX21F81[redacted]	10301	0	10228	0000
[redacted]								
01/01/01	00/00/00	57	00/00/00 00:00		.00	00	00/00/00	
[redacted]								
41403			[redacted]					0

[illegible]

BILL CODE [illegible]
ADMIN ALLOW [illegible]
[illegible]
01821C [illegible]
ADMIN [illegible]
[illegible]
[illegible]
[illegible]
FAIL CODE [illegible]

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller 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 item/item.	[redacted]	.00
		.00
		.00
		.00
CUSTOMER SIGNATURE X		.00
		.00
		.00
		.00
		.00

PE02-044 38004

3711 43077

INVOICE

B.J. Maurer Motor Company, Inc.
209-11 Main Street
Boswell, Pa 15531

[redacted]

HOOVERSVILLE PA [redacted]
HOME: [redacted] BUS:

PAGE 1

Phone: 814-629-5639
Toll Free: 1-800-323-1924

SERVICE ADVISOR: 7520 MIKE EVANO

COLOR	YEAR	MAKE/MODEL	VIN			MILEAGE	TAG
BLUE	2001	FORD F250 PICKUP	1FTNX21F81E[redacted]			16006/16006	

DATE DUE	PROMISE TIME	WARR.	PROMISE		RATE		DATE

				CASH	
R.O. OPENED	READY				

CHECK WITH CUSTOMER LEFT AND RIGHT
CAUSE: CHECK ALL STEERING AND LINKAGE NO PROB FOUND
NPF NO-ERCS FOUND
[illegible] LIC#: 63000
W40 0.50 25.83 25.83
FC: N58 82 PART#: NPF COUNT:
CLAIM TYPE:
AUTH CODE:

****

CAUSE: INSPECT AND INSTALL SEAT BELT ASSY
C:62'G INSPECT AND REPLACE 1 SEAT
8577 [illegible] LIC#: 0300[illegible]
W40 1.50 56.76
1 1L3Z*1861202*AAA BEL & BKLE ASY-FRT ST 63.77 53.56 53.56
ADMIN. ADMIN ALLOW
9999 W40 0.10 5.16 5.16

CLAIM TYPE: 01521

8577

C** PA. INSPECTION. TIRES FRK RRK LIGHTS OTHER

OTHER

INP 85.77 15.00 15.00

****

AUTOMATIC TRANSMISSION SERVICE

Any warranties on the lubricants sold hereby are those made by the manufacturer. The seller 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 lubricant.

CUSTOMER SIGNATURE X

DESCRIPTION	TOTALS
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
PLEASE PAY THIS AMOUNT	0.00

F803-844 36885

*** REPRINT ***

[redacted]

B.J. Ramsey Auto Co., Inc.

[redacted]

227 ALVERNE ROAD
BOSWELL, PENNSYLVANIA 15531

SINCE 1924

(814) 535-9535
TOLL FREE (800) 533-1924

HOOVERSVILLE PA [redacted]

DATE	YEAR	MAKE	MODEL	VIN	STK/CHK	MILES IN	MILES OUT	TAG
02/06/02	01	FORD	F-250	1FTNX21F81E[redacted]	10301	0	19960	6000

SERVICE DATE	NOTIFIED	TPC ADV	PROMISED DATE	TIME	LICENSE	RATE	PAYMENT	TOT RATE
02/01/01	00/00/00	57	00/00/00	00:00		.00	00	00/00/00

R.O. NUMBER	TAG	NAME	BUSINESS NAME
44121		[redacted]	

========== REPAIR LINE 01 ==========

BILL CODE - W4

PUMP - POWER STEERING - REMOVE AND INSTALL OR REPLACE (3A674) - L

L

2001BCT	BRAKE SHOES - RAD 48	.00	.00	41.30
2001BSFT	DISC BRAKE ROTOR - 48	.00	.00	15.49
3674D	POWER STEERING PUM 48	.00	.00	36.13
3674A	PUMP - POWER STEER 48	.00	.00	41.30
	TOTAL LABOR		.00	134.22
F1CZ*3A674*DEHM		1	.00	.00
FAIL CODE -	L68 D4			
F912*T125*DA		1	.00	.00
FAIL CODE -	NEV 12			

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller 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 h any liability in connection with the sale of this item/item.

CUSTOMER SIGNATURE X

[redacted]	.00
	.00
	.00
	.00
	.00
	.00
	.00
	.00
	.00

PE03-044 38005

16105 214668

TRI STAR

930 Route 22 Hwy. West - Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

MILDRED G BRANT
RANDY G BRANT
1470 RIDGE RD
HOOVERSVILLE, PA 15936
HOME: 814-479-7901 BUS:

INVOICE

PAGE 1

SERVICE ADVISOR: 24 YVETTE PORP

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
[illegible]	[illegible]	FORD F250 PICKUP	1FTNX21F81E[redacted]	[redacted]	25729/25729	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	ADVISE DATE
05MAY2[illegible]		05MAY2004	[illegible]:00 03MAY02			CASH	03MAY2002

R.O. OPENED	READY	OPTIONS:
		STK: F473 DLR:44D410

[illegible]

[illegible] CHECK
12 BODY

PARTS: 0.00 LABOR: 26.50 OTHER: 0.00 TOTAL LINE A: 26.50

PERFORMED YEARLY RUSTPROOF CHECK UP

5 APRIL PA STATE INSPECTION
404 APRIL PA STATE INSPECTION
12 C [redacted] 8.00 18.00

PERFORMED PA STATE [redacted]

FORD MERCURY CHRYSLER

RECEIVE A [redacted] CHRYSLER
IN THE NEX[redacted] FOR ANY
YOU CANNOT [redacted] SATISFIED,
PLEASE CAL[redacted]
724-459-9300
THANK YOU

FORD · MERCURY · CHRYSLER · DODGE · JEEP

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

STATEMENT OF DISCLAIMER

[illegible]

LABOR AMOUNT	44.50
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	44.50
LESS INSURANCE	0.00
SALES TAX	2.67
PLEASE PAY THIS AMOUNT	47.15

PE03-044 30007

16105

216291

INVOICE

PAGE 1

TRI STAR
930 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

[redacted]
HOOVERSVILLE, PA [redacted]
PHONE: [redacted]

SERVICE ADVISOR: 55 TODD FLEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	01	DODGE RAM PICKUP	3D7KR28[redacted]	YFF7032	36073/36089	

DR. DATE	PROM. DATE	WARR. EX*	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
15MAY2002	15MAY2002	17:00	30AUG02			CASH	06SEP2002

A.O. OPENED	READY	OPTIONS. SER:1F673 DLR:485410
10:14 30AUG02	12:47 06SEP02	

LINE OPCODE DESC TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES CHECK BRAKES PULSATE WHEN APPLIED			
CAUSE: ROADTEST AND VERIFY BRAKE PULSATION FROM FRONT			
2001R27 DISC BRAKE ROTOR FRONT MACHINE ON VEHICLE - MACHINE (1102) - L			
2001B3ZE DISC BRAKE ROTOR REAR MACHINE ON VEHICLE			
DRIVESHAFT FOR VEHICLES WITH			
FC: N27 13			(E/C)
COUNT:			
AUTH CODE:			
PARTS: 0.00 LABOR:		0.00 TOTAL CHARGE:	0.00

CHECK ALL BRAKES AND FOUND FRONT BRAKE ROTORS OUT OF BALANCE. RESURFACE FRONT BRAKE ROTORS AND ROADTEST TO VERIFY REPAIR, CONCERN CORRECTED.

****

B CUSTOMER STATES LOUD WHINE FROM ENGINE WHEN ENGINE TURNS
CAUSE: ROADTEST AND VERIFY POWER STEERING PUMP IS NOISEY.
PUMP - POWER STEERING - REMOVE AND INSTALL OR REPLACE 3A674† - L

1 F1TZ*3A674*DERM REMAN PUMP ASSY-PWR			
1 XT*1*OF FLUID-AUTO TRANS 1 QT TYPE F (			(N/C)
DIAGNOSIS - L			
2			(N/C)

TOTAL PARTS: 0.00 LABOR: 0.00 TOTAL CHARGE: 0.00
CLAIM TYPE:
AUTH CODE:

CHRYSLER · DODGE · JEEP

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this merchandise. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this merchandise.

CUSTOMER SIGNATURE

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

PE83-044 30000

16105 [redacted]

216291

INVOICE

PAGE 2

TRI STAR

630 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

HOOVERSVILLE, PA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: 35 TODD FLEMING

		MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
SLVE	01	FORD F250 PICKUP	1FTNX21F81E[redacted]	[redacted]	36073/36089	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	DATE	PAYMENT	CLOSING DATE
05MAY2001		05MAY2004	[illegible]			CASH	06SEP2002

R.O. OPENED	READY	OPTIONS: SER: F473 CLR: [illegible]
[illegible]	[illegible]	

LINE OPCODE TECH CODE HOURS	LIST	NET	TOTAL
4461			

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

DIAGNOSE POWER STEERING SYSTEM AND FOUND POWER STEERING PUMP FAULTY. [redacted] CONDITION CORRECTED.
****

[redacted]
CAUSE: ROADTEST AND VERIFY CONCERN.SCAN SYSTEM FOR CODES P0781 AND P0732 ARE STORED.
7000A TRANSMISSION ASSEMBLY - REMOVE AND INSTAL[redacted]
OR REPLACE (7000) - L
2 W
1 XC3Z*7A[redacted] (N/C)
1 1C3Z*700[redacted]NV ASY 4R100 (N/C)
1 E7TZ*708[redacted] (N/C)
7000AKQ TRANS[redacted]VE AND
INSTALL [redacted]NE FOR POST [redacted]
ROAD TEST: AFTER REPAIR
2 W (N/C)
12650D EEC (QUICK TEST) - DIAGNOSIS - L
2 W (N/C)
12650X1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA
TIME TO REPEAT FINAL QUICK TEST
2 W (N/C)
[redacted]
CLAIM TYPE:
[redacted]
4461
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

PERFORM AUTOMATIC TRANSMISSION DIAGNOSIS AND FOUND INTERNAL FAILURE CAUSING [redacted] COST OF [redacted] TOP OFF FLUID LEVEL AND RE-ROADTEST,OK NOW.
****

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED REPRESENTATIVE DATE

STATEMENT OF DISCLAIMER
[illegible]

CUSTOMER SIGNATURE

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

P233-844 [illegible]

16105 216291

[redacted]

HOOVERSVILLE, PA [redacted]

HOME: [redacted] BUS:

INVOICE

PAGE 3

TRI STAR

830 Route 22 Hwy. West - Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

SERVICE ADVISOR: 35 TODD FLEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	01	FORD F250 PICKUP	1FTNX21F81E[redacted]		36073/36089	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05MAY2001		05MAY2004	17:00 30AUG02			CASH	06SEP2002

R.O. OPENED	READY	OPTIONS:
[illegible]	[illegible]	STK:15473 DLR:44D410

[illegible]

THESE REPAIRS TO BE DONE UNDER FORD GOODWILL FOR CUSTOMER SATISFACTION ON [illegible]

YOU MAY RECEIVE A SURVEY FROM FORD, I ASK THAT YOU PLEASE FILL IT OUT AND SEND IT IN. IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED, PLEASE CALL ME, YOUR SERVICE MANAGER.

724-459-9300

FORD MERCURY

Jeep

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

STATEMENT OF DISCLAIMER

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
BUSLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

PE03-044 30010

16105

218192

INVOICE

PAGE 1

TRI STAR

930 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-8300

[redacted]

HOOVERSVILLE, PA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: [illegible]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	[illegible]	FORD F250 PICKUP	1FDNX21F81E[redacted]	[redacted]	38645/38665	

DEL. DATE	PROD. DATE	WARR. EXP.	PROM/SHIP	RO NO.	RATE	PAYMENT	INV. DATE
25MAY2004		25MAY2004 17:00 02/MAY03				CASH	25JAN2005

R.O. OPENED	READY	OPTIONS	SER:1F473 DLR:44D41C

[illegible]

A CUSTOMER STATED THEIR TRANSMISSION SPECIFICALLY THE 1ST GEAR BACK IS LETTING OFF THE GAS. EXCESSIVE COAST.

CAUSE: ROADTEST AND VERIFY CONCERN. PERFORM ELECTRONIC TRANSMISSION DIAGNOSTIS.CHECK LINE PRESSURES.DETERMINED PROBLEM INTERNAL.CONTACT TECH ASSIST.

7C0AA2 TRANSMISSION ASSEMBLY OVERHAUL
(7C5P/700C) -L
34 W

1	1C3Z*7G387*AA CYLINDER,ASSMG ASY-TRANS COAS[redacted]	(N/C)
4	F81Z*7D463*CA RING-172.5 RET.INT.STYLE"2"	(N/C)
4	F81Z*7D483*DA RING-173.5 RET.INT.STYLE"3" [redacted]	(N/C)
1	F81Z*7A2[illegible] PISTON-TRANS CLUTCH	(N/C)
5	F81Z*7A[illegible] TO CYL.RET	(N/C)
5	F4TZ*7B[illegible] COAST CL INT	(N/C)
4	F81Z*7B4[illegible] SPLINE (C	(N/C)
1	F0TZ*7A5[illegible] RING	(N/C)
1	F0TZ*71[illegible]	(N/C)
1	YC3Z*7A[illegible] ASY-TRANS OIL	(N/C)
2	E9TZ*7D483*E RING-TRANS CL PRESS PLT-RET	(N/C)
1	F6TZ*7D364*AA CYL ASY-TRANS INTER & C DRV	(N/C)
1	F0TZ*7A527*A RING - 156.2MM RETAINING	(N/C)
5	F8TZ*7A5[illegible]*AA RING-TRANS SPRING TO CYL RE	(N/C)
1	F6TZ*7A262*AA PISTON-TRANS C/DRV CLUTCH	(N/C)
1	E9TZ*7D063*A GEAR ASY-TRANS FWD & RR SUN	
1	F8TZ*7D063*AA KIT - SUN GEAR AND RETAINING R	(N/C)
2	E9TZ*7D483*D RING-TRANS CL PRESS PLT-RET	(N/C)
1	E9TZ*7D483*F RING-TRANS CL PRESS PLT-RET	(N/C)
2	E9TZ*7D483*H RING-TRANS CL PRESS PLT-RET	(N/C)
14	XT*Z*QCX FLUID - TRANSMISSION	(N/C)
1	F8TZ*7D[illegible]*AB GASKET-TRANS VLV BODY SEP PLT	(N/C)
1	F0TZ*7[illegible]*A GSKT-TRANS EXT	(N/C)

FORD · MERCURY · LINCOLN · DODGE · JEEP

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

STATEMENT OF DISCLAIMER

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

PE82-044 38011

16105

218192

INVOICE

PAGE 2

TRI STAR

930 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-8300

[redacted]

HOOVERSVILLE PA [redacted]

HOME: [redacted] BUS:

SERVICE ADVISOR: JS TODD FLEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAX
BLUE	01	FORD F250 PICKUP	1FTNX21F81[redacted]	[redacted]	38045/38065	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05MAY2003		05MAY2004	17:00 02JAN03			CASH	28JAN2003

R.O. OPENED	READY	OPTIONS: 573:17473 DLR:44254
08:51 02JAN03	13:16 28JAN03	

LINE OPCODE DESC TYPE HOURS	RATE	NET	TOTAL
7000E- ELECTRONIC TRANSMISSION DIAGNOSIS - DIAGNOSIS (7003) - L			
7000A TRANSMISSION ASSEMBLY - REMOVE AND INSTALL 34 W			(N/C)
INSTALL OR REPLACE - L EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH FIXTURE 34 W			(N/C)
7000CA3 MAIN CONTROL VALVE (ASSEMBLY) - OVERHAUL (7000) 34			(N/C)
7000A11 TRANS[illegible] COOLER LINES - [illegible] 34			(N/C)
7000A4 CONVER[illegible] (7A263/7A262-[illegible]) 34 W			
7000A20 TRANSMISSION ASSEMBLY - OVERHAUL - L EXTRA TIME TO CLEAN, INSPECT AND REUSE ELASTOMERIC REUSABLE PAN/COVER GASKET.			
7000AAC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE - L EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR) 34 W			
FC: P09 01 PART#: COUNT:			
AUTH CODE: WASST			

PARTS: FORD MERCURY CHRYSLER CADILLAC JEEP

CONTACT TECH ASSISTANCE, CASE NUMBER [illegible], REMOVE TRANSMISSION AND

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

STATEMENT OF DISCLAIMER

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

SIGN: [illegible] DATE: SIGNATURE:

P503-044 30012

16105

218192

TRI STAR

INVOICE

930 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

[redacted]

HOOVERSVILLE, PA [redacted]
HOME: [redacted] BUST

PAGE 3

SERVICE ADVISOR: 35 TODD FLEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	01	FORD F250 PICKUP	1FTNX21F81E[redacted]	[redacted]	38045/38065	

DEL. DATE	PROM. DATE	WARR. EXP.	PROMISED	PO NO.	DATE	PAYMENT	INV. DATE

RECEIVED	BY	DRIVE	REV.

FORD COAST, CHECK SHIFT RIDE POPPED OUT OF POSITION CAUSING METAL CONTA
MINATION. OVER-HAUL TRANSMISION COMPLETELY. CLE AN AND INSPECT MAIN
CONTROL, FLUSH COOLER LINES AND TORQUE CONVERTER. RE-ASSEMBLE AND
ROADTEST . CONCERN CORRECTED. PARTS WARRANTY CLAIM. REF. RO. NO.
[redacted]

****

B-CUSTOMER STATES INTERMITTENT LOSS OF POWER STEERING AND HARD TO
STEERING IN PARKING LOT SITUATIONS.
CAUSE: ROADTEST WITH CUSTOMER. CUSTOMER'S EXPERIENC[redacted]
CHARACTERISTIC OF THIS VEHICLE. NO REPAIR NE[redacted]
3 STEERING FRONT SUSP

	34		0.00	0.00
PARTS:	0.00	0.00		0.00

NO REPAIR NEEDED

FORD MERCURY

****

LC: A REF. RO: [redacted] RECEIVE A [redacted] D.I ASK THAT
DATE: 08/30/02 SVC PRE[redacted] YOU PLEASE FILL I[redacted] IT IN.IF FOR
DISTANCE: 1972 ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CALL ME,YOUR SERVICE MANAGER.
TOM NOWADESKY
724-459-9300

FORD · MERCURY · CHRYSLER · DODGE · JEEP

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

STATEMENT OF DISCLAIMER
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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
SUBL. OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

STAMP DEALER SIGNATURE AND SERVICE MANAGER DATE

CUSTOMER SIGNATURE

F003-044 30013

6723

16105

218696

INVOICE

PAGE 1

TRI STAR

930 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

[redacted]
HOOVERSVILLE, PA [redacted]
HOME: [redacted] BUS:

SERVICE ADVISOR: 35 TODD FLEMING

[redacted]		VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	01 FORD F250 PICKUP	1F81[redacted]	[redacted]	38625 / 38627	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05NOV2002	05NOV2002	17:00 31JAN03				CASH	31JAN2003

R.O. OPENED | READY | OPTIONS: STK:19473 DER:440410

[redacted]

A CUSTOMER STATED STARTER WILL NOT ENGAGE AT TIMES
CAUSE: CHECK AND VERIFY CONCERN. FOUND BENDIX NOT ENGAGING AND WORN
BUSH IN STARTER ARE CORRODED.
11000A STARTER CIRCUIT - CHECK - L

[redacted]

W (N/C)

[redacted]

RE (N/C)

[redacted]

35 CHECK ACCESSORY CIRCUIT: 4369

(N/C)

14200A WIRING
38 [redacted] 66

(N/C)

FC: 002 42 PA[redacted]
CLAIM TYPE:
AUTH CODE:
4368

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 [redacted] 0.00

REPLACE STARTER ASSY.REPAIR WIRE ENDS AND RECH ECM, CONCERN CORRECTED.

[redacted]

****

YOU MAY RECEIVE A SURVEY FROM FORD, I ASK THAT
YOU PLEASE FILL IT OUT AND SEND IT IN. IF FOR
ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CALL ME, YOUR SERVICE MANAGER.
TOM KOWALESKI
724-459-9300

FORD · MERCURY · CHRYSLER · DODGE · JEEP

CUSTOMER PAY DEDUCTIBLE FOR LINE A 50.00

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED AGENT DATE

STATEMENT OF DISCLAIMER

[redacted]

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
BULLET AMOUNT	0.00
MISC. CHARGES	50.00
TOTAL CHARGES	50.00
LESS INSURANCE	0.00
SALES TAX	3.00
PLEASE PAY THIS AMOUNT	53.00

PE80-044 30014

REMIT TO:

TRI-STAR

930 Route 22 Hwy. West · Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

PAGE 1

ACCOUNTS DUE AND PAYABLE BY THE [redacted] OF THE MONTH

ACCT. NO
6773

CLOSING DATE
25MAR03

[redacted]
HOOVERSVILLE PA [redacted]

PLEASE MAKE CHECK PAYABLE TO TRI-STAR FORD

PLEASE RETURN THIS PORTION WITH YOUR CHECK

AMOUNT ENCLOSED
$ _____

		PREVIOUS BALANCE		53.00
FINANCE CHARGE	FORD MERCURY	1.50		
	PAST DUE Dodge Jeep	Pd	Pd - 53.00 4/18/03 Visa Check	

MINIMUM FINANCE CHARGE OF $ 1.50 ASSESSED ON OVERDUE ACCOUNTS

ACCOUNT STATUS	PAST DUE	CURRENT	PLEASE PAY THIS AMOUNT	P
	53.00	1.50		54.50

OVER 30	OVER 60	OVER 90	OVER 120
53.00	0.00	0.00	0.00

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of [illegible] per month which is an ANNUAL PERCENTAGE RATE of [illegible] applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

IDENTIFICATION OF SOURCE CODES

SOURCE DESCRIPTION	NUMERIC CODES
NEW UNIT SALES	10-19
USED UNIT SALES	20-29
SERVICE - CHARGE SALES	30-31
PARTS - COUNTER CHARGE SALES	32
SERVICE - CASH SALES	33-34
PARTS - COUNTER CASH SALES	35-39
PAYROLL	40-49
CASH RECEIPTS	50-59
CASH DISBURSEMENTS	60-69
GENERAL JOURNAL	80
SPECIAL GENERAL JOURNAL	99

STATEMENT OF FAIR CREDIT BILLING ACT RIGHTS
In Case of Errors or Inquiries About Your Bill

Send your inquiry in writing on a separate sheet so that the creditor receives it within 60 days after the bill was mailed to you. Your written inquiry must include:

1. Your name and account number (if any).
2. A description of the error and why (to the extent you can explain) you believe it is an error and
3. The dollar amount of the suspected error.

If you have authorized your creditor to automatically pay your bill from your checking or savings account, you can stop or reverse payment on any amount you think is wrong by mailing your notice so that the creditor receives it within 15 days after the bill was sent to you.

You remain obligated to pay the parts of your bill not in dispute, but you do not have to pay any amount in dispute during the time the creditor is receiving the dispute. During that same time, the creditor may not take any action to collect disputed amounts or report disputed amounts as delinquent.

If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right:

1. You must have bought them in your home state or, if not within your home state, within 100 miles of your current mailing address; and
2. The purchase price must have been more than $50.

However, these limitations do not apply if the merchant is owned or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.

This is a summary of your rights; a full statement of your rights and the creditor's responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

PEB3-044 30015

16105

220106

[redacted]

INVOICE

TRI STAR

930 Route 22 Hwy. West - Box 307
BLAIRSVILLE, PA 15717
Telephone (724) 459-9300

HOOVERSVILLE, PA [redacted]
HOME: [redacted] BUS:

PAGE 1

SERVICE ADVISOR: 35 [illegible] FLEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
[illegible]	01	FORD F250 PICKUP	[illegible] [redacted]		51030/51034	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
05MAY2001		05MAY2004	WAIT 18APR03			[illegible]	18APR2003

R.O. OPENED	READY	OPTIONS:
08:32 18APR03	11:00 18APR03	STK: F473 DLR: 44D010

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES TRUCK HARD TO STEER AT SLOW SPEEDS, RODE WITH SERVICE MANAGER, POSSIBLE POWER STEERING PUMP.

CAUSE: ROADTEST AND VERIFY CONCERN. CHECK AND FOUND LITTLE OR NO FLOW FROM PUMP.

3674A PUMP - POWER STEERING - REMOVE AND INSTALL OR REPLACE (3A674) - 1.

1 F1TZ*3A674*DBRM REMAN PUMP ASSY-PWR STEG-REMAN (N/C)

1 XT*1*QF FLUID-AUTO TRANS 1 QT TYPE F ((N/C)

FC: H22 42 PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

4461

PARTS: 0.00 0.00 TOTAL 0.00

REPLACE POWER STEE[redacted] CONCER N CO[redacted]
WARRANTY. CUSTOMER'S DEDUCTABLE TO SERVICE POLICY.

YOU MAY RECEIVE A SURVEY FROM FORD. I ARE THAT YOU PLEASE FILL IT OUT AND SEND IT IN. IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED.

TOM KOWALESKI

FORD - MERCURY - CHRYSLER - DODGE - JEEP

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

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this Equipment. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this Equipment.

DESCRIPTION	TOTALS
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
PLEASE PAY THIS AMOUNT	0.00

SIGNED: DEALER SIGNATURE MANAGER OR AUTHORIZED PERSON DATE

CUSTOMER SIGNATURE

PHB3-044 38818

* -- 1 of 9 -- Dealer ----------
RO No: 223677 Opened: 05OCT03 Closed: 23OCT03 Mileage: 82712
Line Code: A Booker: 36 Comeback: N
Complaint: 10 CUSTOMER STATES VEHICLE SHUT OFF THREE TIMES ON SATURDAY KICKU
Cause: ROADTEST:PERFORM DIESEL PERFORMANCE DIAGNOSIS.PERFORM APPLICABLE PIN-POIN

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....
35	38	W	6005F		ENGINE PERFORMANCE DIAGNOSTICS - DIESEL ENGINE - DIAGNOSIS - L PARTS$ 0.00 LABOR$ 12.42 MISC$ 0.00
35	38	W	6005F1		KEY ON ENGINE OFF - KOEO CHECK - TEST - L PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F1X1		KEY ON ENGINE OFF - KOEO CHECK - TEST - L EXTRA TIME TO REPEAT FINAL QUICK TEST PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F2		KEY ON ENGINE OFF - KOEO INJECTOR ELECTRICAL SELF-TEST - TEST - L PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F6		KEY ON ENGINE RUNNING - KOER CHECK - TEST - L PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F7		INJECTION CONTROL PRESSURE - TEST - L PARTS$ 0.00 LABOR$ 12.42 MISC$ 0.00
35	38	W	6005F8		LOW IDLE STABILITY (ICP PRESSURE) TEST - L PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F9		CRANKCASE PRESSURE - TEST - L PARTS$ 0.00 LABOR$ 18.63 MISC$ 0.00
35	38	W	6005F10		CYLINDER CONTRIBUTION - TEST - L PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F11		EXHAUST SYSTEM RESTRICTION - TEST - L PARTS$ 0.00 LABOR$ 12.42 MISC$ 0.00
35	38	W	6005F12		BOOST PRESSURE - TEST - L PARTS$ 0.00 LABOR$ 18.63 MISC$ 0.00
35	38	W	6005F13		FUEL CONTAMINATION - CHECK - L PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F14		INTAKE RESTRICTION - CHECK - L PARTS$ 0.00 LABOR$ 6.21 MISC$ 0.00
35	38	W	6005F18		FUEL PUMP PRESSURE - ELECTRIC - CHECK L PARTS$ 0.00 LABOR$ 31.05 MISC$ 0.00

RO No: 223677 Opened: 05OCT03 Closed: 23OCT03 Mileage: 82712
Line Code: A Booker: 36 Comeback: N

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....
35	38	W	6005F19		FUEL PUMP PRESSURE - ELECTRIC INLET RESTRICTION - CHECK - L PARTS$ 0.00 LABOR$ 12.42 MISC$ 0.00
35	38	W	MT9FBS8		REPLACE ACCLERATOR PEDAL AND SENSOR ASSY Y. PARTS$ 81.62 LABOR$ 82.10 MISC$ 0.00

Line Code: B Booker: 35 Comeback: N
Complaint: 9 CUSTOMER STATES VEHICLE HAS POOR GAS MILAGE
Cause: CAN NOT VERIFY CONCERN. RECOMMEND CUSTOMER CHANGE OIL AND FILTER,AIR AND

SA...	TECH.	TYPE.	OPCODE.....	CB-RO..	DESCRIPTION.....
35	999	C	9		FUEL SYS MANIFOLDS PARTS$ 0.00 LABOR$ 0.00 MISC$ 0.00

Pd
107.59
CK 5821
See attached

PE03-044 30017

DATE	DOCUMENT TRANSACTION	[illegible]	[illegible]	[illegible]
		PREVIOUS BALANCE		106.00
FINANCE CHARGE		1.59		

PAST DUE

Pd ck 5821 1/28

Paid on 2/14/04 } stopped in

TRANSMISSION PROBLEMS??? CALL STEVE AT TRI STAR TRANSMISSION

MINIMUM FINANCE CHARGE OF $ 1.50 ASSESSED ON OVERDUE ACCOUNTS

ACCOUNT STATUS	PAST DUE	CURRENT	PLEASE PAY THIS AMOUNT	
	106.00	1.59		107.59

OVER 30	OVER 60	OVER 90	OVER 120
106.00	0.00	0.00	0.00

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of 18% per month which is an ANNUAL PERCENTAGE RATE of 1.5% applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

IDENTIFICATION OF SOURCE CODES

SOURCE DESCRIPTION	NUMERIC CODES
NEW UNIT SALES	10-19
USED UNIT SALES	20-29
SERVICE - CHARGE SALES	30-31
PARTS - COUNTER CHARGE SALES	32
SERVICE - CASH SALES	33-34
PARTS - COUNTER CASH SALES	35-39
PAYROLL	40-49
CASH RECEIPTS	50-59
CASH DISBURSEMENTS	60-69
GENERAL JOURNAL	80
SPECIAL GENERAL JOURNAL	89

STATEMENT OF JAN DRIEW BILLING ACT RIGHTS

In Case of Errors or Inquiries About Your Bill

Send your inquiry in writing on a separate sheet so that the creditor receives it within 60 days after the bill was mailed to you. Your written inquiry must include:

1. Your name and account number (if any).
2. A description of the error and why (in the amount you can explain) you believe it is an error and
3. The dollar amount of the suspected error.

If you have authorized your creditor to automatically pay your bill from your checking or savings account, you can stop or reverse payment on any amount you think is wrong by writing your bank so that the creditor receives it within 10 days after the bill was sent to you.

You remain obligated to pay the parts of your bill not in dispute, but you do not have to pay an amount in dispute during the time the creditor is receiving the dispute. During that same time, the creditor may not take any action to collect disputed amounts or report disputed amounts a delinquent.

If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them if you first try in good faith to return them or give the merchant a chance to correct the problem. There are two limitations on this right:

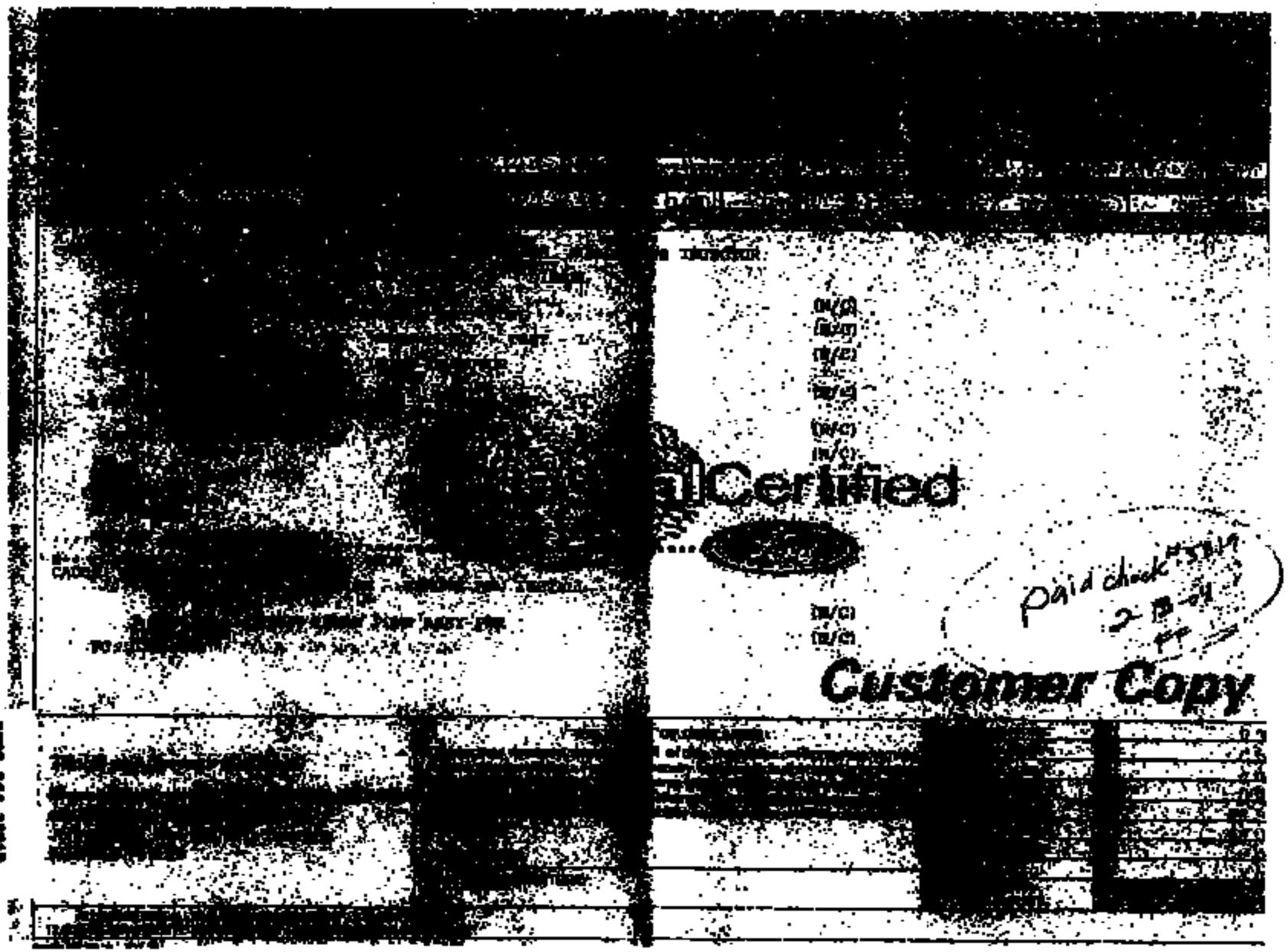
1. You must have bought them in your home state or, if not within your home state, within 100 miles of your current mailing address; and
2. The purchase price must have been more than $50.

However, these limitations do not apply if the merchant is owned or operated by the creditor, or if the creditor mailed you the advertisement for the property or services.

This is a summary of your rights; a full statement of your rights and the creditor's responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to billing your notice.

TRI STAR MOTORS

FEB3-044 30818


Certified
Customer Copy

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	0.00	CASH	13FEB2004	07JAN04	05FEB04

[illegible] FITS*2A474*DBRM
[illegible] TYPE:
[illegible] CODE:
....POWER STEERING PUMP WORK PRE-MATURITY.R&R PUMP
****

BlueOval Certified

CUSTOMER PAY DEDUCTIBLE FOR REPAIR ORDER 50.00

Customer Copy

Thank you for your business!

If you are not completely satisfied with this service visit, Please contact me.
John Sinola Service/Parts Director
(814) 467-6565

STATEMENT OF DISCLAIMER

The factory warranty [illegible] all of the warranties with respect to the sale of this item/items. The [illegible] hereby expressly disclaims all warranties, either [illegible] or implied, [illegible] any implied warranty or merchantability or fitness for a particular [illegible] neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TERMS: CASH

CUSTOMER SIGNATURE:

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
[illegible]	0.00
[illegible] AMOUNT	0.00
[illegible]	50.00
[illegible]	50.00
[illegible]	0.00
[illegible]	2.00
[illegible]	[illegible]

[illegible]

[illegible]	01	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]		[illegible]	0.00	COUPP	02FEB2004	[illegible]	02FEB04	

A [illegible] AND [illegible] ROUGH			
[illegible] DIAGNOSTIC TIME		49.95	49.95
A FUEL REDUCED FUEL FILTER		19.00	19.00
1 [illegible] KIT-WTR REP/FUEL FLT	54.41	54.41	54.41
AIR REPLACE AIR FILTER		4.95	4.95
1 [illegible] AMY-CARB A/CLNR	36.98	36.98	36.98

BlueOvalCertified

Paid check #57
2-13-04

Customer Copy

Thank you for your business!

If you are not completely satisfied with this service visit, Please contact me!
John Binnie Service/Parts Director
(814) 467-5565

STATEMENT OF DISCLAIMER

The factory warranty [illegible] of the warranties with respect to the sale of this [illegible]. The [illegible] hereby expressly disclaims all warranties either express or implied, [illegible] any implied warranty or [illegible] or fitness for a particular [illegible] neither [illegible] nor [illegible] any other person to assume for it [illegible] in connection with the sale of this [illegible].

TERMS: CASH

CUSTOMER SIGNATURE
X

LABOR AMOUNT	73.[illegible]
PARTS AMOUNT	91.[illegible]
[illegible]	0.[illegible]
[illegible] AMOUNT	0.[illegible]
[illegible]	0.[illegible]
[illegible]	16[illegible]
[illegible]	[illegible]
SALES TAX	[illegible]
[illegible] PAY THIS AMOUNT	[illegible]

ALL PARTS INSTALLED ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS SPECIFIED OTHERWISE.

PE80-044 [illegible]

[redacted]

NAME							
[redacted]							
PHONE							
				Advisor: 41 MIKE VITALE			
COLOR	YEAR						
BLUE	01	FORD F250 PICKUP		1FTNX21F81E[redacted]	[redacted]	07474	07424
DELIVERY DATE	PROM DATE	WARR EXP	TAG NO.	RATE	PAYMENT	INVOICE	WRT
01JAN2001			18:00 03FEB04	0.00	CASH	03FEB2004	20JAN16	03FEB04

A PUST'SYR TOWER STEERING IS LOOP
(PULLEY REPLACED POWER STEERING PUMP PULLEY (NOT
COVERED UNDER WARRANTY)

	25	C	12.50	12.50
1	F8TZ-3A713-AA PULLEY-ADJ POWER STEERING	21.54	21.54	-21.54

SERPENTINE REPLACED SERPENTINE BELT (NO FIXES)
UNDER WARRANTY)

	25	C	25.40	25.40
1	1C2Z-8620-CA BELT DRIVE	53.56	53.56	53.56

B** REPLACED TRANSDUCER SENSOR FOR THE CRANKS NO START (WORKED / NOT
COVERED UNDER WARRANTY
SENSOR REPLACED TRANSDUCER SENSOR

	25	C	52.50	52.50
1	F7TZ-12K073-A SENSOR(TRANSDUCER) CAMSHAFT	190.40	190.40	190.40

See attached (warranty papers Day it was Covered, Ford Says No)

Paid check # 5319 2-15-04

Customer Copy

Thank you for your business!

If you are not completely satisfied with this service visit, Please contact me.
John Birnie Service/Parts Director
(814) 467-6686

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TERMS: CASH

CUSTOMER SIGNATURE
X

LABOR AMOUNT	114.[illegible]
PARTS AMOUNT	268.[illegible]
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	379.[illegible]
[illegible]	0.00
[illegible]	22.[illegible]
PLEASE PAY THIS AMOUNT	402.[illegible]

ALL PARTS INSTALLED ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS SPECIFIED OTHERWISE.

FB03-44 22022

[redacted]

Invoice #: 20990
Vehicle
VIN: 1FB46615
Customer #: 479790
Service
Advisor: 41-MIKE VITALE

[redacted]

LAUREL FORD

MAKE	YEAR						
FORD	01	FORD F250 PICKUP		[redacted]	[redacted]	0/424	0/424
01JAN2001		10:00	0.00	CASH		2JANO4	

A CUST CPL CHRK CHKGINE IS HOT
HAS BEEN REPLACED THIS CHECK ON THIS ALL Y ISSU
COVERED UNDER WARRANTY
25 C
1 F7TZ-8A733-AA PULLEY-ASY POWER STEERING 21.54 21.54 21.54
SERPENTINE REPLACED SERPENTINE BELT (NO COVERED
UNDER WARRANTY)
25 C 29.40 29.40
1 1C3Z-8620-LA BELT DRIVE 53.56 53.56 53.56
****
B** REPLACED TRANSDUCER SENSOR FOR THE CRANKS NO START CONCERN / NOT
COVERED UNDER WARRANTY
SENSOR REPLACED TRANSDUCER SENSOR
25 C 52.50 52.50
1 F7TZ-12E073-A SENSOR(TRANSDUCER) [illegible] 40 190.40 190.40
****

BlueOval Certified

paid check # 5819
2-13-04

Customer Copy

Thank you for your business!

If you are not completely satisfied with this service visit, Please contact me.
John Bruno Service/Parts Director
(814) 467-5565

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

TERMS: CASH

CUSTOMER SIGNATURE
X

LABOR AMOUNT	114.00
PARTS AMOUNT	205.50
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	319.50
ADJUSTMENTS	0.00
SALES TAX	22.78
PLEASE PAY THIS AMOUNT	402.68

ALL PARTS INSTALLED ARE WARRANTED FOR 12 MONTHS OR 12,000 MILES WHICHEVER OCCURS FIRST UNLESS SPECIFIED OTHERWISE.

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.

[redacted]
Chambersurg, PA [redacted]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania [redacted] Chambersurg, PA [redacted]

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 20, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSW31P63E[redacted]

4. The vehicle was purchased in the State of Maryland 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 $33,073.12. 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. Hagerstown 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 20, 2003, 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 purchasers 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: intermittant idle surge; chronic service engine light on and chronic shimmies at 50 mph. 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).