

**PE04-020**

**FORD**

**4/26/04**

**ATTACHMENT G, & L**

**PE04-020**

**FORD**

**4/26/04**

**ATTACHMENT G**

**LAWUIT CLAIMS**  
**PED4-020**  
**MERCURY VILLAGER HEADLAMP**

ABC	Motor Type	Status	Motor Name	Service/ Notice Date	Model Name	Model Year	VIN	ALLEGATIONS	Settlement at time of incident	Court/ Jurisdiction	Report / Claim Date	Crash Alleged	Property damage alleged	Number of alleged injuries	Number of alleged fatalities	
1	A1	Consumer Lawsuit	Closed	[REDACTED]	04/03/2002	VRager	2000	4M2XV14T8 YD [REDACTED]	Plaintiff alleges electrical defect. The left headlamp is inoperative. Dealer repair invoice describes left headlight bulb connector terminal causes an overheating condition which distorts the connector. Lemon law case	61,695	NI	N/A	No	No	None	None

**LAWUIT CLAIMS**  
**PE04-020**  
**MERCURY VILLAGER HEADLAMP**

2	B	Consumer Lawsuit	Closed		06/10/2002	Villager	1000	482201178 KD	<p>Professor alleges defective left front headlight as inoperative. The connector was found to be "bad." No allegations of burn, melt, or deformation on of connector. The lighting system selector headlamps were replaced. Vehicle headlights will go out intermittently while driving.</p>	12785; 14,462; 17,637	Nil	N/A	No	No	None	None
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**LAWUIT CLAIMS**  
**PS04-020**  
**MERCURY VILLAGER HEADLAMP**

3	A1	Product Chain file	Open	[REDACTED]	03/02/2004	Villager	2000	HMS/ZL/TTD YD. [REDACTED]	<p>Complaint alleges damage on front driver's side headlight &amp; fender and hood due to fire. Fire Dept. report indicates possible cause was short in headlight assembly.</p>	02000	GA	38046	No	Yes	None	None
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**INSURANCE**  
 PO BOX 43060, BIRMINGHAM, AL 35243  
 THE SHELBY INSURANCE COMPANY  
 FEBRUARY 19, 2004

FORD MOTOR COMPANY  
 28801 WIXOM ROAD  
 WIXOM, MI 48393

ATTENTION: CLAIM DEPT.

RE: INSURED: [REDACTED]  
 CLAIM #: 40-188897  
 DATE OF LOSS: 9/28/03

We have been advised that you are the insurance company for the party designated above as your insured. Our investigation of this claim indicates that your insured was responsible for the above-captioned loss.

- (x) Please accept this letter as notice of our subrogation rights.
- (X) We have made the following payments and request reimbursement for the total shown below:

Property	\$ 3,452.27
Pool/Towing	
Medical /BI	
Deductible	100.00
Rental	
Salvage	
Total	\$ 3,552.27

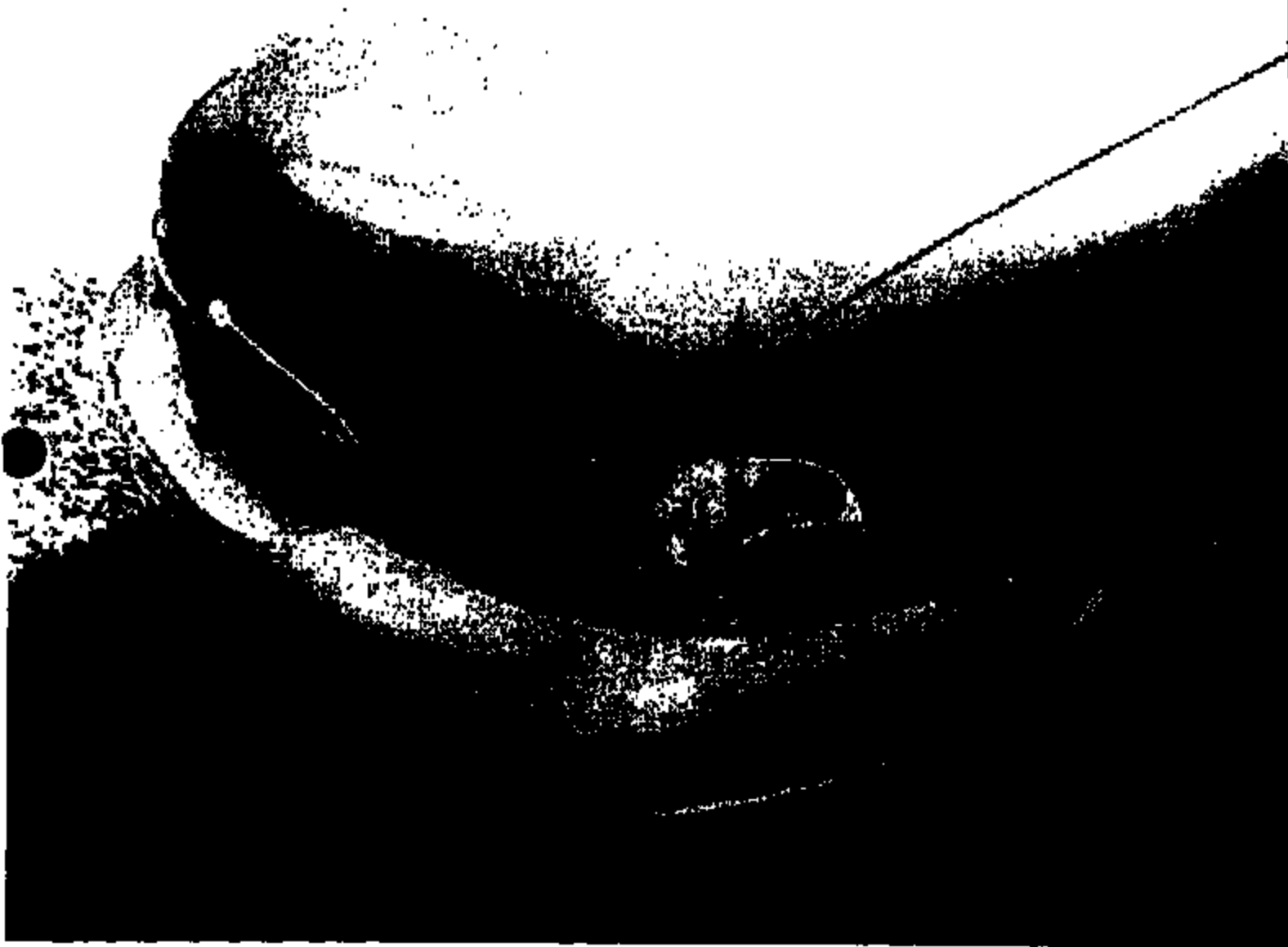
- (X) Attached is our supporting documentation.
- ( ) Please advise as to whether your investigation is complete and when we can expect payment of our claim.

Sincerely,

  
 Sue King  
 The Shelby Ins. Co.  
 Subrogation Specialist 800 551 8927 x 7085  
 sking@vesta.com

**REDACTED**

FE04-020 0001A







401 88897



PO BOX 13569 BIRMINGHAM, AL 35202

Affidavit of Vehicle Fire

Please read before completing and signing. Answer all questions. If a question is not applicable to you, write N/A or None. The making of a false statement could lead to denial of claim and/or prosecution.

I. Name of insured [redacted], Claim/policy [redacted]
Address [redacted]
City ROME State GA Home phone [redacted]
Date of birth [redacted] Social Security Number [redacted]
Marital status M Spouse's name [redacted]
Number of dependents 0 Name and address of employer CITY OF ROME FIRE DEPT
PART-TIME HARDWARES OF ROME
Business phone [redacted] Occupation CLERK

II. Date of Fire 9-28-03 Time 8:45 PM AM (PM) Value of vehicle \$ 11000.00
Were vehicle doors locked? NO Were toys left in the vehicle? NO
Specific location at time of fire DRIVE WAY
Reason vehicle left at this location JUST RETURNED HOME
Name and address of person who left vehicle at this location
OWNER - [redacted] ROME GA

Their driver's license number [redacted] Date of birth [redacted] SSN [redacted]
Phone number [redacted] Is this person a member of your household? YES
Name, address, and phone number of other person present when vehicle burned
[redacted] ROME GA [redacted]

When was the fire discovered? Date 9-28-03 Time 8:45 PM AM (PM)

Name of person who discovered the fire [redacted]

When was the fire reported to police/fire dept? Date 9-28-03 Time 8:45 AM (PM)

By whom [redacted] Location of police/fire dept. SHORTER INDUSTRIAL BLVD

District ROME Police office ROME, GA

Where is the vehicle now? 316 E KENORA DR ROME, GA

Condition of vehicle DAMAGE ON FR LEFT HEADLIGHT + FRONT WHEEL + HOOD

Cause of fire, per fire department POSSIBLE CAUSE: SHORT IN HEADLIGHT ASSEMBLY

Are there any suspects? NO

Has the vehicle been damaged in the last three years? NO If yes, were repairs made? N/A

By whom NA Describe (location, type, amount, date) NA

Name and address of insurance company that paid damage claim, if any NA

Any claims in the last three years on any other vehicle? NO Any other vehicle in your house-

hold? YES - 2 TRUCKS - NO CLAIMS

Name and address of insurance company for other vehicles SAME

Prior insurance company and agent name, address, and phone #

ALLSTATE MIKE BAITEON 101 ELLIOTT DR
706-232-7777 ROME, GA

40188897

AFFIDAVIT OF VEHICLE FIRE (CONTINUED)

III. Name of titled owner and complete address [REDACTED]  
Rome, Ga. 30165  
 Certificate of title # [REDACTED] State Ga. County [REDACTED]  
 Previous owner and their address [REDACTED]  
Rome, Ga. 30161  
 Date title issued 4-11-02 Previous title # 193K3370079 Mileage on title 028006  
 Type of title (check one)  Clear title  Memorandum title  Salvage title  Duplicate title

IV. Vehicle information: Make of vehicle Mercury Year 2000 Model VILLAGER  
 Body type Van Color Blue Vehicle Identification Number 4MYZV11T0YD  
 License plate # [REDACTED] State Ga. How many cylinders? 4  
 Horsepower/cubic inches 3.0 Liter Mileage on vehicle 62000  
 Check below if vehicle had any of the following:

- |  |  |   |   |   |
|--|--|---|---|---|
| <input checked="" type="checkbox"/> AM Radio       | <input checked="" type="checkbox"/> Air Con      | <input checked="" type="checkbox"/> Pwr Windows   | <input type="checkbox"/> Tires                  | <input type="checkbox"/> Transmission           |
| <input checked="" type="checkbox"/> ABS/PM         | <input checked="" type="checkbox"/> Pwr Steer    | <input checked="" type="checkbox"/> Pwr Seats     | <input type="checkbox"/> V/W                    | <input checked="" type="checkbox"/> Automatic   |
| <input type="checkbox"/> Stereo                    | <input checked="" type="checkbox"/> Pwr Brakes   | <input checked="" type="checkbox"/> Pwr Locks     | <input checked="" type="checkbox"/> Radial      | <input type="checkbox"/> Standard               |
| <input checked="" type="checkbox"/> Taps           | <input type="checkbox"/> Vinyl Roof              | <input checked="" type="checkbox"/> Pwr Antena    | <input type="checkbox"/> Special                | <input type="checkbox"/> Console                |
| <input type="checkbox"/> CB                        | <input checked="" type="checkbox"/> Alloy Wheels | <input checked="" type="checkbox"/> Rear Drlagger | <input type="checkbox"/> Wire Wheels            | <input checked="" type="checkbox"/> Alum Wheels |
| <input checked="" type="checkbox"/> Cruise Control | <input checked="" type="checkbox"/> Tire Wheel   | <input type="checkbox"/> T-taps                   | <input type="checkbox"/> Refurbishments, if any |   |
| Other _____  |  |   |   |   |

V. Vehicle condition - Legend: F - Fair, G - Good, and E - Excellent  
 Paint F G (E) Transmission F G (E) Interior F G (E)  
 Engine F G (E) Body F G (E) Tires F G (E)  
 Other distinguishing features (La., dents, decals, etc.) NONE  
 Who performs routine maintenance (name and address) WALMART  
501 Piedmont Rd. Rome, Ga. 30165 Date last serviced 9-20-03

VI. Date vehicle purchased 1-30-02 New  Used  Purchase price 16134<sup>00</sup>  
 Name and address of seller (person or dealer) who sold the vehicle to the insured  
Heritage Nissan - 1321 Martha Berry Blvd - Rome, Ga. 30161  
 Balance due 0 Long term 0 months at \$ 0 Date of last payment 0  
 Is the account past due? No How long? \_\_\_\_\_  
 Do you have insurance with another company? No Policy # \_\_\_\_\_  
 Name and address of insurance company \_\_\_\_\_

VII. Prior losses  
 Have you ever had a vehicle involved in a fire loss? NO  
 Was this vehicle covered by insurance? NA  
 Name and address of insurance company that covered the claim, if any NA  
 Make of burned vehicle NA Model NA Year NA  
 Date of fire NA Was loss reported to police/fire department? \_\_\_\_\_  
 Name and address police/fire department NA


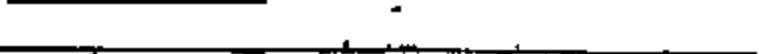
If more than one vehicle burned, please use additional space to so indicate  
NA

40188897

AFFIDAVIT OF VEHICLE FIRE (CONTINUED)

VIII. Additional remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I swear that the information contained in this sworn affidavit consisting of three (3) pages is complete, true and correct under penalty of perjury. I agree to cooperate with SHELBY/VESTA INSURANCE COMPANIES to aid in the investigation of the burned vehicle and/or property.

Date 10-6-03 Signatures of Insured   
State of GA SS   
County of Floyd

Subscribed and sworn to in my presence this 8<sup>th</sup> day of October (month), 2003 year.

*David Johnston*  
Notary: Exp 2/27/06

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

08706 FD#		GA STATE	08 MONTH	28 DAY	2003 YYYY	006 SECTION	03-0023006 INCIDENT NUMBER	000 OFFICER	<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity	WFFM -1 NAME
<b>B Location</b> <input type="checkbox"/> Check this box if building does not have address per Wildland Fire Incident. Is provided on the Wildland Fire Incident Report Form. This only for Wildland Fire. <input checked="" type="checkbox"/> Street address <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Direction										
<b>C Incident Type</b> 131 Passenger vehicle fire <b>D Aid Given or Received</b> 1 <input type="checkbox"/> Manual aid received 2 <input type="checkbox"/> Automatic aid recvd. 3 <input type="checkbox"/> Manual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given 6 <input type="checkbox"/> None										
<b>E Actions Taken</b> 11 <input checked="" type="checkbox"/> Participated Additional actions taken (A) Additional actions taken (B) Additional actions taken (C)										
<b>F1 Data &amp; Times</b> Check boxes if called and/or dispatched Alarm <input checked="" type="checkbox"/> 08/28/2003 20:50:00 Arrival <input checked="" type="checkbox"/> 09/28/2003 20:54:00 Controlled <input type="checkbox"/> Left Work <input checked="" type="checkbox"/> 09/28/2003 21:27:00										
<b>F2 Shift &amp; Alarm</b> Local Option 1 <input type="checkbox"/> 01 <input type="checkbox"/> 06 Shift or Alarm Special Studies Special Study ID# Special Study Value										
<b>G1 Resources</b> <input type="checkbox"/> Check this box one time only section if in agreement or personal report only. Approximate Personnel Suppression 0001 Fuel Other <input type="checkbox"/> Check box if resources include include aid received equipment.										
<b>G2 Estimated Dollar Losses &amp; Values</b> LOSER: Required and fill when if known, update for all items. Property \$ 000,000 Contents \$ 000,000 Property \$ 000,000 Contents \$ 000,000										
<b>H Hazardous Materials Release</b> 1 <input type="checkbox"/> Gaseous 2 <input type="checkbox"/> Liquid 3 <input type="checkbox"/> Solid 4 <input type="checkbox"/> Thermal 5 <input type="checkbox"/> Mixed Solid/Liquid 6 <input type="checkbox"/> Hazardous materials 7 <input type="checkbox"/> Motor oil 8 <input type="checkbox"/> Paint 9 <input type="checkbox"/> Other										
<b>I Mixed Use Property</b> 10 <input type="checkbox"/> Not listed 11 <input type="checkbox"/> Assembly use 12 <input type="checkbox"/> Education use 13 <input type="checkbox"/> Medical use 14 <input type="checkbox"/> Residential use 15 <input type="checkbox"/> Site of offense 16 <input type="checkbox"/> Enclosed wall 17 <input type="checkbox"/> Site of residential 18 <input type="checkbox"/> Industrial use 19 <input type="checkbox"/> Industrial use 20 <input type="checkbox"/> Military use 21 <input type="checkbox"/> Farm use 22 <input type="checkbox"/> Other mixed use										
<b>J Property Use</b> 131 Church, place of worship 161 Restaurant or cafeteria 182 Bar/boozery or nightclub 212 Elementary school or kindergarten 215 High school or junior high 241 College, adult education 311 Care facility for the aged 331 Hospital 341 Clinic, clinic type infirmary 342 Doctor/ambulance office 361 Prison or jail, not juvenile 412 1- or 2-family dwelling 422 Multi-family dwelling 432 Rooming/boarded house 442 Commercial hotel or motel 452 Residential, board and care 454 Detention/correctional 512 Food and beverage sales 532 Vending lot 536 Stand/sale for plot of land 542 Lake, river, stream 551 Railroad right of way 560 Other street 561 Highway/divided highway 562 Residential street/driveway 539 Household goods, sales, repairs 579 Motor vehicle/boat sales/repairs 571 Gas or service station 599 Business office 616 Electric generating plant 629 Laboratory/science lab 700 Manufacturing plant 819 Livestock/poultry storage (barn) 822 Multi-level parking garage 821 Warehouse 981 Construction site 984 Unfinished plate yard Lump sum value of Property Use code only if the above list does not describe Property Use box: Property Use 000 Property Use, Other WFFM-1 Revision 02/11/99										

<b>A</b> <u>08766</u> <u>09</u> <u>28</u> <u>2003</u> <u>006</u> <u>03-0003095</u> <u>000</u> <small>FD# * CITY * MONTH DAY * YEAR * ZIP * Incident Number * SQUARE *</small>		<input type="checkbox"/> Police <input type="checkbox"/> Fire <input type="checkbox"/> No Activity <b>NR 002 -2</b> <b>File</b>	
<b>B Property Details</b> <b>B1</b> <input checked="" type="checkbox"/> <b>Non-Residential</b> <small>Assigned number of residential living units in building of origin whether or not all units became involved</small> <b>B2</b> <input checked="" type="checkbox"/> <b>Buildings not involved</b> <small>Number of buildings involved</small> <b>B3</b> <input type="checkbox"/> <b>Home</b> <small>Across street (Yes/No) <input type="checkbox"/> Less than one acre</small>		<b>C On-Site Materials or Products</b> <input checked="" type="checkbox"/> <b>None</b> <small>Enter up to three codes. Check one or more boxes for each code entered.</small> <b>1</b> <input type="checkbox"/> Bulk storage or warehousing <b>2</b> <input type="checkbox"/> Processing or manufacturing <b>3</b> <input type="checkbox"/> Packaged goods for sale <b>4</b> <input type="checkbox"/> Repair or service <small>Explain if there were any significant amounts of unusual, unusual, large, or proprietary products or materials on the property. Indicate or see they became involved</small>	
<b>D Ignition</b> <b>D1</b> <u>03</u> <b>Engine area, running</b> <small>Area of fire origin *</small> <b>D2</b> <u>03</u> <b>Arcing</b> <small>Dist. covered *</small> <b>D3</b> <u>00</u> <b>Item First Ignited</b> <small>Item first ignited * 1 <input checked="" type="checkbox"/> and material of object or origin</small> <b>D4</b> <u>01</u> <b>Electric</b> <small>Type of material ignited * Required only if item first ignited made in US or CAN</small>		<b>E1 Cause of Ignition</b> <input type="checkbox"/> <b>Other</b> (see 10 in 10-10-10-10-10) <b>1</b> <input type="checkbox"/> Intentional <b>2</b> <input type="checkbox"/> Misdirectional <b>3</b> <input checked="" type="checkbox"/> Failure of equipment or heat source <b>4</b> <input type="checkbox"/> Age of source <b>5</b> <input type="checkbox"/> Crown under investigation <b>6</b> <input type="checkbox"/> Other undetermined after investigation <b>E2 Factors Contributing To Ignition</b> <u>03</u> <b>Age from faulty</b> <input type="checkbox"/> <b>None</b> <small>Factor contributing to ignition (1)</small> <small>Factor contributing to ignition (2)</small> <b>E3 Human Factors Contributing To Ignition</b> <input checked="" type="checkbox"/> <b>None</b> <small>Check all applicable boxes</small> <b>1</b> <input type="checkbox"/> Reckless <input checked="" type="checkbox"/> <b>None</b> <b>2</b> <input type="checkbox"/> Possibly Ignited by Alcohol or Drug <b>3</b> <input type="checkbox"/> Unattended person <b>4</b> <input type="checkbox"/> Possibly mental disabled <b>5</b> <input type="checkbox"/> Physically disabled <b>6</b> <input type="checkbox"/> Multiple persons involved <b>7</b> <input type="checkbox"/> Age was a factor <small>Estimated age of person involved</small> <b>1</b> <input type="checkbox"/> Male <b>2</b> <input type="checkbox"/> Female	
<b>F1 Equipment Involved In Ignition</b> <input type="checkbox"/> <b>None</b> (if equipment was not involved, enter 0) <u>000</u> <b>Other equipment</b> <small>Equipment involved</small> <b>Brand</b> _____ <b>Model</b> _____ <b>Serial #</b> _____ <b>Year</b> _____		<b>F2 Equipment Power</b> <u>12</u> <b>Batteries and</b> <small>Equipment power source</small> <b>F3 Equipment Portability</b> <b>1</b> <input checked="" type="checkbox"/> <b>Portable</b> <b>2</b> <input type="checkbox"/> <b>Stationary</b> <small>Portable equipment, readily able to be moved by the person, is designed to be used in multiple locations, and requires no tools to install.</small>	<b>G Fire Suppression Factors</b> <small>Enter up to three codes. <input checked="" type="checkbox"/> <b>None</b></small> <u>None</u> <b>None</b> <small>Fire suppression factor (1)</small> <u>None</u> <b>None</b> <small>Fire suppression factor (2)</small> <u>None</u> <b>None</b> <small>Fire suppression factor (3)</small>
<b>H1 Mobile Property Involved</b> <input type="checkbox"/> <b>None</b> <b>1</b> <input type="checkbox"/> Not involved in ignition, not burned <b>2</b> <input type="checkbox"/> Involved in ignition, but did not burn <b>3</b> <input checked="" type="checkbox"/> Involved in ignition and burned <b>Y11111111</b> <small>Mobile property model</small> <u>1708 AWJ</u> <small>License Plate Number</small> <u>GA</u> <u>4021111111111111</u> <small>State VIN Number</small>		<b>H2 Mobile Property Type &amp; Make</b> <u>10</u> <b>Passenger road vehicle</b> <small>Model to property type</small> <u>MC</u> <b>Ministry</b> <small>Mobile property make</small> <b>Year</b> <u>1999</u> <b>Local Use</b> <input type="checkbox"/> <b>Sub-Plan Item Available</b> <small>Item of the sub-plan described in this report may be based upon reports from other agencies</small> <input type="checkbox"/> <b>Accident report attached</b> <input type="checkbox"/> <b>Police report attached</b> <input type="checkbox"/> <b>Operator report attached</b> <input type="checkbox"/> <b>Other reports attached</b> <b>BRIGAD Revision 01/28/98</b>	

<b>A</b> 05705 05705 05705		MM DD YYYY 9 28 2003		006 006		03-0003005 000		MFIRB - 9 Apparatus or Resources	
B Apparatus or Resources		C Date and Time				D Name	E Number of People	F Type	G Actions Taken
		Check at same or alarm date Month Day Year Min				<input checked="" type="checkbox"/>		What was the first action reported on arrival? If you use it, check it.	
1	ID 206 Type 11	Dispatch	<input checked="" type="checkbox"/>	9	28	2003	20:50	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	11
		Arrival	<input checked="" type="checkbox"/>	9	28	2003	20:54		
		Clear	<input checked="" type="checkbox"/>	9	28	2003	21:27		
2	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						
3	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						
4	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						
5	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						
6	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						
7	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						
8	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						
9	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	
		Arrival	<input type="checkbox"/>						
		Clear	<input type="checkbox"/>						

Type of Apparatus or Resources

- |   |  |   |
|---|--|---|
| <p><b>Ground Fire Suppression</b></p> <ul style="list-style-type: none"> <li>11 Engine</li> <li>12 Truck or aerial</li> <li>13 Quin</li> <li>14 Bucket &amp; pump combination</li> <li>15 Truck</li> <li>17 AFD (Aircraft Rescue and Firefighting)</li> <li>18 Ground fire suppression, other</li> </ul> <p><b>Heavy Ground Equipment</b></p> <ul style="list-style-type: none"> <li>21 Dumper on plot</li> <li>22 Wrecker</li> <li>24 Tanker or tender</li> <li>25 Heavy equipment, other</li> </ul> <p><b>Aircraft</b></p> <ul style="list-style-type: none"> <li>41 Aircraft: fixed wing tanker</li> <li>42 Helicopter</li> <li>43 Helicopter</li> <li>40 Aircraft, other</li> </ul> | <p><b>Main Equipment</b></p> <ul style="list-style-type: none"> <li>51 Fire boat with pump</li> <li>52 Boat, no pump</li> <li>53 Marine apparatus, other</li> </ul> <p><b>Support Equipment</b></p> <ul style="list-style-type: none"> <li>61 Everything apparatus support</li> <li>62 Light and air unit</li> <li>63 Support apparatus, other</li> </ul> <p><b>Medical &amp; Rescue</b></p> <ul style="list-style-type: none"> <li>71 Rescue unit</li> <li>72 Urban Search &amp; rescue unit</li> <li>73 High angle rescue unit</li> <li>74 EMS unit</li> <li>75 ALS unit</li> <li>70 Medical and rescue unit, other</li> </ul> | <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p><b>Main Apparatus</b><br/>Use Additional Sheets</p> </div> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>81 Mobile command post</li> <li>82 Chief officer car</li> <li>83 Bucket unit</li> <li>84 Type 1 hand crew</li> <li>85 Type 2 hand crew</li> <li>87 Privately owned vehicle</li> <li>88 Other apparatus/resources</li> </ul> <p>                 89 None<br/>                 89 Unidentified             </p> |
|---|--|---|

MFIRB-9 Revision 11/17/99

**K1 Person/Entity Involved**

Local Option: \_\_\_\_\_ Employee name (for additional): \_\_\_\_\_ Make Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Check this box if this subject is involved in a lawsuit. Then also do three duplicate copies as filed.

NO./MO./YR. Place Name: \_\_\_\_\_ MI: \_\_\_\_\_ Local Phone: \_\_\_\_\_ Office: \_\_\_\_\_

Address: \_\_\_\_\_ Vehicle Street or Highway: \_\_\_\_\_ District Code: \_\_\_\_\_ Agency: \_\_\_\_\_

Dept. Office Use: \_\_\_\_\_ Apt./Suite/Room: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Were people involved? Check this box and attach Supplemental Forms (SW-1a) as necessary.

**K2 Owner**  Name of person involved? Then check this box and attach the rest of this form.

Local Option: \_\_\_\_\_ Business Name (if applicable): \_\_\_\_\_ State Code: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Check this box if name change is involved. Then also do three duplicate copies as filed.

NO./MO./YR. First Name: \_\_\_\_\_ MI: \_\_\_\_\_ Last Name: \_\_\_\_\_ Office: \_\_\_\_\_

Address: \_\_\_\_\_ Vehicle Street or Highway: \_\_\_\_\_ District Code: \_\_\_\_\_ Agency: \_\_\_\_\_

Dept. Office Use: \_\_\_\_\_ Apt./Suite/Room: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**L Remarks**

Local Option: \_\_\_\_\_

REPORTED VEHICLE FIRE---FOUNDED AREA AROUND DRIVER'S SIDE HEADLIGHT AND FRONT WHEEL, BURNING. EXTINGUISHED WITH 1-1/2 ATTACK LINE. POSSIBLE CAUSE---SHORT IN VEHICLE'S HEADLIGHT ASSEMBLY.

**L Authorization**

03842 \_\_\_\_\_ Bing, Frank L \_\_\_\_\_ CAPT \_\_\_\_\_ E-6 \_\_\_\_\_ 09 \_\_\_\_\_ 28 \_\_\_\_\_ 2003  
 Officer in Charge ID Signature Position or rank Assignment Month Day Year

03842 \_\_\_\_\_ Bing, Frank L \_\_\_\_\_ CAPT \_\_\_\_\_ E-6 \_\_\_\_\_ 09 \_\_\_\_\_ 28 \_\_\_\_\_ 2003  
 Officer in Charge ID Signature Position or rank Assignment Month Day Year



# Team Ford



PARTS INVOICE



888 COBB PARKWAY, S.E.  
MARIETTA, GEORGIA 30080  
PARTS DEPT. DIRECT PHONE  
(770) 423-3402



**MOTORSPORT**  
PERFORMANCE EQUIPMENT

PARTS DEPT. HOURS - 8:00 AM - 8:00 PM MON-FRI  
8:00 AM - 5:00 PM SATURDAY

NO REFUNDS AFTER 14 DAYS

ALL RETURNS MUST BE ACCOMPANIED BY THIS BILL  
ALL RETURNS SUBJECT TO 20% HANDLING CHARGE

NO REFUNDS ON ELECTRICAL OR  
SPECIAL ORDERED PARTS

SOLD TO:

[REDACTED]	ATT: [REDACTED]	INV# 286253
[REDACTED]	PHONE: [REDACTED]	CHARGE
HOME		
GEORGIA	30161	NAME 003241 N24 56 CP 00
	PO# 79VILLI02R	MP018/067 154 11707/03
		ISS 09/04/03

PART NUMBER	DESC	QTY	LIST	SELL	TOTAL
FB1213411AA	INSUPP	1	9.70	7.04	7.04

CUSTOTAL 7.04  
TAX .35  
INVOICE TOTAL 7.39

TOTAL LINES: 1  
WE APPRECIATE YOUR BUSINESS. ALL P.J.M. FOR. CORES MUST  
BE RETURNED IN ORIGINAL BOXES FOR CREDIT NO EXCEPTIONS.  
PAGE 001 OF 001 YOUR ORDER WAS FILLED BY TOMMY SCHMICK

DISCLAIMER OF WARRANTY: ANY WARRANTIES ON THE PRODUCTS SOLD HEREIN ARE THOSE MADE BY THE MANUFACTURER. THE SELLER, ROBERSON AUTO COLLIS, MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THEREFORE, THE BUYER ASSUMES ALL RISK AND LIABILITY FOR ANY DAMAGE TO ANY PROPERTY OR PERSON IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER OR DEALER ANY CONSEQUENTIAL DAMAGES, INCLUDING TO PROPERTY, DAMAGE TO LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER SPECIAL DAMAGES.



11/11/2009 09:48

7862560775

ROBERSON AUTO COLLIS

PAGE 05/09

**PARTS STORE**  
**MOTORCRAFT**

# Team Ford

PARTS INVOICE



889 COBB PARKWAY, S.E.  
MARIETTA, GEORGIA 30080  
PARTS DEPT. DIRECT PHONE  
(770) 482-3402

**MOTORCRAFT**

**MOTORSPORT**  
PERFORMANCE EQUIPMENT

PARTS DEPT. HOURS - 8:00 AM - 8:00 PM MON-FRI  
8:00 AM - 5:00 PM SATURDAY

NO REFUNDS AFTER 90 DAYS

ALL RETURNS MUST BE ACCOMPANIED BY THIS BILL.  
ALL RETURNS SUBJECT TO SOME HANDLING CHARGE.

NO REFUNDS ON ELECTRICAL OR  
SPECIAL ORDERED PARTS

SOLD TO:

[REDACTED] PHONE [REDACTED] INV# 284373  
 [REDACTED] CHANGE  
 FROM GEORGIA 30141 MAD# 003241 N24 36 CP 00  
 FOR 99VILLIGER MPO18/006 164 11/10/03  
 592 11:03:41

PART NUMBER	DESC	QTY	LIST	SELL	TOTAL
FTZ13951A	SOCKET ASY-	1	9.90	6.51	6.51



SUBTOTAL 6.51  
 TAX .33  
 INVOICE TOTAL 6.84

TOTAL LINES 1

WE APPRECIATE YOUR BUSINESS. ALL F.J.M. FOR. CORES MUST  
BE RETURNED IN ORIGINAL BOXES FOR CREDIT NO EXCEPTIONS.  
PAGE 001 OF 001 YOUR ORDER WAS FILLED BY TOMMY SCHMICK

WARRANTY OF MERCHANTABILITY AND SATISFACTION ON THE PRODUCTS SOLD HEREIN ARE THESE MADE BY THE  
MANUFACTURER. THE SELLER, THIS PART, MAKER OR OTHER INTERESTED ALL MANUFACTURER, WHEN DEFENSE  
OR SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,  
AND THAT THIS PART, MAKER OR OTHER INTERESTED ALL MANUFACTURER, WHEN DEFENSE, IS NOT LIABLE FOR ANY LIABILITY IN  
CONNECTION WITH THE SALE OF THE PRODUCTS.

SELLER SHALL NOT BE ENTITLED TO RECOVER FROM THE BUYER AGAINST ANY CONSEQUENTIAL DAMAGES,  
INCLUDING TO REPAIRS, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY  
OTHER INCIDENTAL DAMAGES.



# Team Ford



PARTS INVOICE



869 COBB PARKWAY, S.E.  
MARIETTA, GEORGIA 30060  
PARTS DEPT. DIRECT PHONE  
(770) 422-3402



**MOTORSPORT**  
PERFORMANCE EQUIPMENT

PARTS DEPT. HOURS - 8:00 AM - 8:00 PM MON-FRI  
8:00 AM - 5:00 PM SATURDAY

NO REFUNDS AFTER 30 DAYS

ALL RETURNS MUST BE ACCOMPANIED BY THIS BILL  
ALL RETURNS SUBJECT TO 25% HANDLING CHARGE

NO REFUNDS ON ELECTRICAL OR  
SPECIAL ORDERED PARTS

SENT TO:

[Redacted]

[Redacted]

ROME  
GEORGIA

30161

POW VILLIGER

NR08 003241  
NP016/038

INVS 286216  
CHARGE  
M24 56 GP 00  
854 11/05/03  
032 10+21150

PART NUMBER	DESC	QTY	LIST	SELL	TOTAL
F4XY7H237A	RSTR ASY-#	1	44.55	31.19	31.19
XP3216700AA	LAT ASY-H	1	25.50	17.65	17.65

*Supp.*

SUBTOTAL 49.04  
TAX 2.45  
INVOICE TOTAL 51.49

TOTAL LINES 2

WE APPRECIATE YOUR BUSINESS, ALL FUM. FOR. CORES MUST  
BE RETURNED IN ORIGINAL BOXES FOR CREDIT NO EXCEPTIONS.  
PAGE 001 OF 001 YOUR ORDER WAS FILLED BY TOMMY SCHMICK

DISCLAIMER OF WARRANTY: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. TEAM FORD MOTORSPORT EQUIPMENT INCLUDES ALL WARRANTIES OTHER THANED BY THE MANUFACTURER. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TEAM FORD MOTORSPORT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PROPERTY OR PERSONS OR OTHER PERSONS TO ASSUME FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF OUR PRODUCTS.

TEAM FORD MOTORSPORT SHALL NOT BE ENTITLED TO RECOVER FROM THE INSURE OR LOSS OF ANY COMMERCIAL, BUSINESS, CONTRACT OR PROPERTY, DAMAGE FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR REVENUE OR ANY OTHER INCIDENTAL DAMAGES.



# Team Ford



PARTS INVOICE



889 COBB PARKWAY, S.E.  
MARIETTA, GEORGIA 30080  
PARTS DEPT. DIRECT PHONE  
(770) 422-3402



PARTS DEPT. HOURS - 8:00 AM - 8:00 PM MON-FRI  
8:00 AM - 5:00 PM SATURDAY

NO REFUNDS AFTER 30 DAYS

ALL RETURNS MUST BE ACCOMPANIED BY THIS BILL.  
ALL RETURNS SUBJECT TO 20% HANDLING CHARGE.

NO REFUNDS ON ELECTRICAL OR  
SPECIAL ORDERED PARTS

SOLD TO:

[Redacted] [Redacted] INVT 203721  
 SCORGIA 30161 FOR 200VILLIERS MADE 008241 P24 06 07 00  
 CHARGE MO0187144 154 10/29/03  
 032 11:32:48

PART NUMBER	DESC	QTY	LIST	SEL	TOTAL
MSZ19022AA	HRN & DRK	1	\$21.63	22.14	22.14
MSZ0575AA	TLD ASY-A	1	\$21.92	15.34	15.34
MSZ26763CA	ROON ASY	1	\$20.55	16.49	16.49
MSY140355A	GILD HTT	1	23.79	16.58	16.58
MSZ170202AA	ADD ASY-T	1	\$71.00	50.26	50.26
MSZ164230AA	GR ASY-HQ	1	\$11.85	8.30	8.30
MSZ16732AA	IND HOV E	1	\$79.40	55.50	55.50
MS430050C	CLIP-HOV	1	3.52	2.67	2.67
MSZ16516AA	CR ASY-HQ	1	\$22.22	22.55	22.55
MSZ167593A	BTOP-HQ	1	\$5.55	4.17	4.17
MS127100	GRUP-HQ	1	7.94	6.92	6.92

*Suppl*

SUBTOTAL 255.02  
TAX 12.79

TOTAL LINES 11 INVOICE TOTAL 268.61

WE APPRECIATE YOUR BUSINESS. ALL P.W. FOR. CORES MUST  
BE RETURNED IN ORIGINAL BOXES FOR CREDIT NO EXCEPTIONS.  
PAGE 001 OF 001 YOUR ORDER WAS FILLED BY TERRY SCHMIDT

WE warrant or represent any statements on the products sold hereby are those made by the manufacturer. The seller, team Ford, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. THE TEAM FORD, HEREBY ASSUMES NO LIABILITY AND OTHER PARTY IS LIABLE FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT.

BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER UNDER ANY CONSEQUENTIAL DAMAGES, INCLUDING TO PROPERTY DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME ON ANY OTHER INCIDENTAL DAMAGES.



Store #2470 940 MARTIN LUTHER KING JR. ROME, GA 30161 706/232-7779		Date	Order #	Exp. #	Invoice #		
[REDACTED]		10/28/2003	08470	009	03497		
ROME, GA [REDACTED]		Salesperson			Page		
[REDACTED]		Jones, Chris M			1		
[REDACTED]		Customer ID #			1		
[REDACTED]		Year M					
[REDACTED]		Bill To					
[REDACTED]		Advance Comm Ac					
394000	351	AUTOCRAFT SILVER	3 YEAR FREE REPLACEMENT/72	MON 1	\$87.40	\$87.40	\$87.40
394000	301	CORE - AUTOCRAFT SILVER	6479801118147850 05P1804	1		\$10.00	\$10.00
		Advance Comm Accl				\$54.14	\$54.14

All items must be in the original box and in original condition or receive full credit. Please use this receipt when returning any items and return the proper authority's receipt also to get the refund. Limited warranty credits subject to credit. Taxes required for return.

Customer acknowledges receipt of goods and/or services in the amount shown hereon and agrees to perform the obligations set forth in the customer's agreement with the issuer.

Payment Address PO Box 84060  
Columbus, GA 31906-0060

Customer Copy

*Thank You!*

\* Return Tagged List





# Team Ford



PARTS INVOICE



559 COBB PARKWAY, S.E.  
MARIETTA, GEORGIA 30060  
PARTS DEPT. DIRECT PHONE  
(770) 422-3402



**MOTORSPORT**  
PERFORMANCE EQUIPMENT

PARTS DEPT. HOURS - 8:00 AM - 8:00 PM MON-FRI  
8:00 AM - 8:00 PM SATURDAY

NO REFUNDS AFTER 90 DAYS

ALL RETURNS MUST BE ACCOMPANIED BY THIS BILL.  
ALL RETURNS SUBJECT TO 50% HANDLING CHARGE.

NO REFUNDS ON ELECTRICAL OR  
SPECIAL ORDERED PARTS

BOLE TO:

[REDACTED] [REDACTED]

INVO 206211  
CHARGE

ROME GEORGIA 30161 POS PVILLIGER NAD# 003241 M24 06 CP 00  
MPOIG/DS2 BSA 11/06/03  
DS2 11:52:22

PART NUMBER	DESC	QTY	LIST	SELL	TOTAL
20804	HALOGEN	1	16.94	11.86	11.86

[REDACTED]

*Village*

*[Signature]*

SUBTOTAL 11.86  
TAX .59  
INVOICE TOTAL 12.45

TOTAL LINES 1  
WE APPRECIATE YOUR BUSINESS. ALL F.J.M. FOR. CORES MUST  
BE RETURNED IN ORIGINAL BOXES FOR CREDIT NO EXCEPTIONS.  
PAGE 001 OF 001 YOUR ORDER WAS FILLED BY TERRY SCHNICK

DISCLAIMER OF WARRANTIES: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE MADE BY THE MANUFACTURER. THE SELLER, TEAM ROME, EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT THE BUYER AGREES AND ACCEPTS ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLER DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

STATE OF MICHIGAN  
THIRD CIRCUIT COURT



**SUMMONS AND  
RETURN OF SERVICE**

CASE NO. 02-215576 CP

COURT  
ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT  
TELEPHONE NO. (313) 224-5234

THIS CASE ASSIGNED TO JUDGE: LOUIS F. SIMMONS, JR.  
OFFICE OF THE SECRETARY  
JOHN M. RIVTALSKI

Bar Number: 20491

PLAINTIFF

DEFENDANT

PL 01 VS FORD MOTOR COMPANY

PLAINTIFF'S ATTORNEY

MARK P. ROMANO  
(P-64014)  
30928 FORD RD  
GARDEN CITY, MI 48135  
734-261-4700

02 MAY 10 P2:40

PRACTICE COURT

02 MAY 13 PM 11

DE 002  
OFFICE OF THE  
CLERK OF THE  
COURT

PAID	PAID	
05/08/02	08/07/02	MARGARET AIGHEKHUWIN

\*This summons is invalid unless served on or before its expiration date. Cathy M. Garoff - Wayne County Clerk

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

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

- There is no other pending or received civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
- There is no other pending or received action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The docket number and assigned judge of the civil/domestic relations action are:

Docket no.	Judge	Bar no.

The action  remains  is no longer pending.

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



Signature of attorney/plaintiff

COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.

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

FORM NO. 100-1  
REV. 12-99

SO IN (Case) **SUMMONS AND RETURN OF SERVICE**

MCR 2.102(1), MCR 2.104, MCR 2.107, MCR 2.110(2)(b), 22, MCR 2.196 (4)

FED-4-828 0002

PRODUCED BY FORD

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

02-215596 CP 5/08/2002  
JOS. LOUIS F. SIMMONS JR

VS [REDACTED]  
FORD MOTOR COMPANY

PE04-628 6883

PRODUCED BY FORD



mtx

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

[REDACTED]

Plaintiff,

v

CP

FORD MOTOR COMPANY, a Delaware Corporation and  
STU EVANS LINCOLN-MERCURY LAKESIDE, INC.,  
a Michigan Corporation, Jointly and Severally,

Defendants.

CONSUMER LEGAL SERVICES, P.C.  
MARK ROMANO P-44014  
STEVEN G. STANCROFF P-43939  
Attorneys for Plaintiff  
30828 Ford Road  
Garden City, MI 48135  
(734) 281-4700

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

**COMPLAINT AND JURY DEMAND**

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

1. Plaintiff is a resident of the Township of Shelby, Macomb County, Michigan.

FED-828 0004

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

3. Defendant, Stu Evans Lincoln-Mercury Lakeside, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the Township of Clinton, Macomb County, Michigan.

4. On or about March 3, 2000, Plaintiff purchased a new 1999 Mercury Villager, VIN 4M2XV11T8 [REDACTED] (hereinafter referred to as "1999 Villager"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 1999 Villager Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranty).

CONSUMER LEGAL SERVICES

- 2 -

PE94-628 0005

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6. Plaintiff has taken the 1999 Villager to the Manufacturer's authorized agents/dealers, including Seller, on at least five (5) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 1999 Villager include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
08/16/01	12,795	373381	<u>ELECTRICAL DEFECT</u> : repaired wire assembly main
08/27/01	14,452	387698	<u>ELECTRICAL DEFECT</u> : replaced passenger front headlamp socket and bulb; replaced rear wiper arm assembly; water leak at rear window passenger sliding door
10/03/01	16,758	394881	<u>ELECTRICAL DEFECT</u> : front headlights inoperative; repaired radio
01/02/02	17,837	409495	<u>ELECTRICAL DEFECT</u> : left front headlight inoperative; humming sound from engine; suspension in front is wobbly or loose
04/24/02	19,710	427482	<u>ELECTRICAL DEFECT</u> : brake lights inoperative; headlights turn off by themselves; headlights need to be aligned

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

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

CONSUMER LEGAL SERVICES

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

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

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

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

12. The 1999 Villager is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 1999 Villager is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

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

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

16. Plaintiff's 1999 Villager has been subject to a reasonable number of repair attempts for the aforementioned defects:

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

**CONSUMER LEGAL SERVICES**

-4-

PE84-828 8887

**PRODUCED BY FORD**

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

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

18. Manufacturer's attempted repair was unsuccessful as the 1999 Villager continues to manifest the aforementioned defects.

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

WHEREFORE, Plaintiff prays for the following relief:

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

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

CONSUMER LEGAL SERVICES

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

D. Incidental and consequential damages.

E. For prejudgment interest.

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

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

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

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

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 1999 Villager created a contractual relationship between the Manufacturer/Seller and Plaintiff.

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

WHEREFORE, Plaintiff prays for judgment against all Defendants:

**CONSUMER LEGAL SERVICES**

- A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 1988 Village;
- B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;
- C. For incidental, consequential, exemplary and actual damages;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For costs and expenses, interest, and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

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

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

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

27. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1336, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

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

**CONSUMER LEGAL SERVICES**

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

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

(d) Failing upon return of the 1999 Villageer to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

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

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

28. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1338.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

CONSUMER LEGAL SERVICES

-B-

FEB-92 0311

PRODUCED BY FORD



**COUNT IV**  
**RESCISSION OF CONTRACT**

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

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

31. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 1999 Villager created a contractual relationship between the Manufacturer/Seller and Plaintiff.

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

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

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

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

CONSUMER LEGAL SERVICES

A. That this Court order a rescission of the purchase and retail instalment contract by refunding all monies paid by Plaintiff, terminating the retail instalment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 1999 Villager to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 1999 Villager;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

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

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

F. Such other relief this Court deems appropriate.

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

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

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

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

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

**CONSUMER LEGAL SERVICES**

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

(b) The Manufacturer and Seller represented to Plaintiff the 1999 Villager and the warranty thereof were of a particular quality and standard and they were not.

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

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

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

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

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

**CONSUMER LEGAL SERVICES**

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 1999 Villager to Plaintiff.

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

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

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

40. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 39 as though herein fully restated and realleged.

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

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

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

44. The 1999 Villager is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

45. The 1999 Villager was manufactured, sold and purchased after July 4, 1975.

**CONSUMER LEGAL SERVICES**

46. The express warranty given by the Manufacturer pertaining to the 1989 Villager is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 1989 Villager;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT VII  
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

49. The Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though herein fully restated and realleged.

CONSUMER LEGAL SERVICES

50. MCLA 440.1203 provides that "every contract or duty within this act imposes an obligation of good faith in its performance or enforcement."

51. Good faith is defined in the Michigan Uniform Commercial Code as "honesty in fact in the conduct or transaction concerned" [MCLA 440.1201(19)], and "in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade" [MCLA 440.2103(1)(b)].

52. Implied in the agreement between the Plaintiff and all Defendants for purchase and/or repair of the 1999 Villager was a covenant of good faith and fair dealing between the parties, wherein Defendants impliedly covenanted they would deal with the Plaintiff fairly and honestly and do nothing to impair, interfere with, hinder or potentially injure the rights of Plaintiff with respect to:

- (i) the preparation, inspection, and processing of said vehicle prior to delivery to Plaintiff;
- (ii) the delivery of said vehicle free from manufacturing or workmanship defects;
- (iii) the repair of said vehicle using good workmanship.

53. Defendants have breached their covenants of good faith and fair dealing by their actions as previously set forth herein, and in refusing to deal honestly and fairly with Plaintiff regarding the express and implied warranties covering the 1999 Villager and the repair of the same.

54. The conduct of the Defendants as aforementioned is without just or reasonable cause, and the Defendants knew or now know that such conduct is contrary to the law and the terms and conditions of the express warranty on the 1999 Villager.

CONSUMER LEGAL SERVICES

WHEREFORE, Plaintiff prays that this Court award Plaintiff a judgment against all Defendants, in an amount equal to all monies paid on the 1999 Villager and for all damages, including consequential and exemplary damages, together with interest, costs and actual attorneys' fees reasonably incurred as provided for by the appropriate statute or rule, and for such other legal and equitable relief as this Court may deem proper in an amount to be determined by the trier of fact exceeding TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), and other relief this Court deems fair and equitable.

**COUNT VII  
REVOCATION OF ACCEPTANCE**

55. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 54 as though herein fully restated and realleged.

56. Plaintiff accepted the 1999 Villager without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

59. The nonconformities substantially impaired the value of the 1999 Villager to the Plaintiff.

CONSUMER LEGAL SERVICES

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

81. Manufacturer and Seller have nevertheless refused to accept return of the 1999 Villager and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 1999 Villager;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT IX  
BREACH OF IMPLIED WARRANTY UNDER  
MAGNISON-MOSS WARRANTY ACT**

82. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 81 as though herein fully stated and realleged.

CONSUMER LEGAL SERVICES

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 1998 Vltager;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT X  
BREACH OF EXPRESS WARRANTY**

64. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 63 as though herein fully restated and realleged.

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

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

67. The 1998 Vltager constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2106; MSA 2106.

CONSUMER LEGAL SERVICES

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

69. Plaintiff's purchase of the 1999 Villager was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

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

71. In fact, Plaintiff discovered the 1999 Villager had defects and problems after Plaintiff purchased the vehicle as discussed above.

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

73. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 1999 Villager.

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

75. The Manufacturer and Seller have failed to adequately repair the 1999 Villager and/or have not repaired the 1999 Villager in a timely fashion, and the 1999 Villager remains in a defective condition.

CONSUMER LEGAL SERVICES

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

77. The 1999 Villager continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

78. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 1999 Villager.

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

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

**CONSUMER LEGAL SERVICES**

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PE94-029 0022

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81. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 1999 Villageer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 1999 Villageer;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

**COUNT XI**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

83. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 82 as though herein fully restated and realleged.

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

85. The 1999 Villager was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

86. The 1999 Villager was not fit for the ordinary purpose for which such goods are used.

87. The defects and problems hereinbefore described rendered the 1999 Villager unmerchantable.

88. The Manufacturer and Seller failed to adequately remedy the defects in the 1999 Villager, and the 1999 Villager continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the purchase price paid by Plaintiff for the 1999 Villager;

CONSUMER LEGAL SERVICES

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- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and actual attorneys' fees; and
- G. Such other relief this Court deems appropriate.

**JURY DEMAND**

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

Respectfully submitted,

**CONSUMER LEGAL SERVICES, P.C.**

By: 

MARK ROMANO P-44014  
STEVEN G. STANCROFF P-43839  
Attorneys for Plaintiff  
30028 Ford Road  
Garden City, MI 48135  
(734) 261-4700

Dated: May 8, 2002

**CONSUMER LEGAL SERVICES**

**MICHIGAN SIMPLE INTEREST VEHICLE RENTAL INSTALLMENT CONTRACT**

DATE **03/03/2000**

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	CREDITOR (Seller Name and Address)
WOODS MI: [REDACTED] WOODS MI: [REDACTED]	STU EWING L/H LINESIDE INC. 17500 HILL ROAD CLINTON TOWNSHIP MI 48638

YOU, the Buyer (and Co-Buyer, if any), may use 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 pay the vehicle on credit under the agreement on the front and back of this contract.

Year/Make	Year/Make	Model	Vehicle Identification No.	Use For Which Purchased
1999	1999	VILLAGE	4N2ZV1146B341300	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

1. Cash Price \$ **12524.00 (1)**

2. Down Payment  
 Third Party Rebate Assigned to Creditor \$ **1500.00**  
 Cash Down Payment \$ **1500.00**  
 Trade-In \$ **N/A** (N/A) (N/A)  
 Total Down Payment \$ **1799.00 (2)**

3. Dealer Balance of Cash Price (1 minus 2) \$ **10725.00 (3)**

4. Agreements on your behalf (Seller may be retaining a portion of these amounts) to Insurance Companies, Inc.

Vehicle Insurance \$ **N/A**  
 Credit Life Insurance \$ **125.37**  
 Credit Disability Insurance \$ **250.74**  
 Total \$ **376.11**

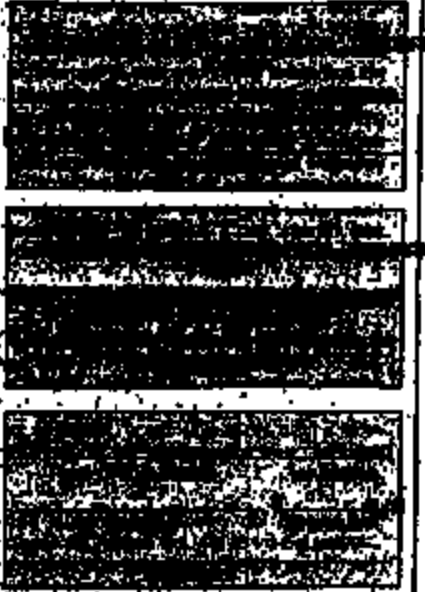
To Point of Sale (1) for Bureau (1) \$ **N/A**  
 Fee (1) for registration (1) \$ **12.00**  
 Fee (1) for title (1) \$ **N/A**  
 Fee (1) for Sales Tax (1) \$ **125.00**  
 Total \$ **137.00**

To CREDIT PREMIUM BY FAX (1) \$ **1000.00**  
 To [REDACTED] \$ **0.00**  
 To [REDACTED] \$ **0.00**  
 To [REDACTED] \$ **0.00**  
 Total \$ **1000.00**

5. Amount Financed (3 plus 4) \$ **11862.11 (4)**

**YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.**

APPROXIMATE INTEREST PERCENTAGE RATE	FINANCE CHARGE	Average Payment	Total of Payments	Total Sale Price
8.99%	\$171.14	\$125.00	\$12500.00	\$12524.00



Credit Life and Credit Disability Insurance are the main items of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a change in interest below, the Dealer will try to keep the insurance checked for the term shown. However, you are liable for the full value of the vehicle if you do not insure it at the time of sale of the vehicle.

Comprehensive  \$ **N/A** (N/A) Deductible

Fire-Theft-Collision Additional Coverage

Towing and Labor

Tires (N/A) (N/A) (N/A) (N/A)

Residual \$ **N/A**

Warranty: I am not giving you any warranty, you will not have to pay a premium. Security interest: You are giving a security interest in the vehicle being purchased. Lien Release: If you purchased the vehicle for personal, family, or household use, you must

**FORM A**

FE04-020 0025

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**Late Payment:** If you purchase the vehicle for delivery, service, or financing loan, you must pay or late charge on the amount of each payment received from you to date late of a portion of the late amount of \$75.00, whichever is greater.

**Warning:** Please see this contract for additional information on security interest, assignment, and the right to require repayment of your debt in full before the scheduled date, and other important provisions.

**COMMERCIAL AND AGRICULTURAL USE CONTRACT:** If you purchase the vehicle for commercial or agricultural use you must pay a late charge on the portion of each payment received more than 15 days late of 1.5 percent of the late amount or \$25.00, whichever is less.

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

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others unless so indicated hereon.

**Do not sign this contract in blank:** You are entitled to a true copy of this contract, you shall have a copy of it. Sign it to protect your legal rights.

Buyer: [Redacted] (Buyer) *[Signature]*  
Sign

Buyer acknowledges receipt of an exact copy of this contract at the time of signing.

Buyer: [Redacted] (Buyer) *[Signature]*  
Sign

By signing below, the Dealer accepts this contract. If no other signature is placed in a separate assignment attached to this contract, the Dealer consents to Ford Motor Credit Company.

Old Ford Credit Company  
COMMERCIAL AND AGRICULTURAL CONTRACTS: See Paragraph E on back.  
FC 1281-07/91. All provisions which may NOT be used.



PLEASE CALL US AT 1-800-727-7600  
00-002

BUYER'S COPY

PEB4-628 0027

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KF521230 W/STRIP-BODY SIDE WI 002 MY305A28  
DEALER: Stu Evans Lincoln-Mercury, Lak REPAIR DATE: 06/16/2001  
WARRANTY CLAIM NUMBER: 373381 ODOMETER: 012795 MILES

L-PROFIT HEADLAMP CONNECTOR CONV.104 HARNESS#14A103 PERFORMED FINPOINT TEST, NEC  
ESS TO REMOVE AND TEST BULB-GOOD TESTED CIRCUITS AT CONNECTOR-GOOD, FOUND CONNE  
CTOR BAD,

CONDITION CODE AND DESC = X2 CONNECTION POOR/NOT  
PART NUMBER PART DESCRIPTION QTY LABOR OP

PART NUMBER	PART DESCRIPTION	QTY	LABOR OP
14401	WIRE ASY MAIN LOCK	000	14200A
05F		001	14200A1
0NY		003	

**RECALLS**

FROM AND NO RECALLS ASSOCIATED WITH THIS VEHICLE.

VIN: 4M2XV1T8X PAGE #5

FEB-020 0025

**EXHIBIT B**

ISSUE: Stu Evans Lincoln-Mercury, Lak REPAIR DATE: 10/03/2001  
WARRANTY CLAIM NUMBER: 394661 ODOMETER: 015759 MILES

SWITCHES 19A181 42 PERFORMED PINPOINT TEST, REMOVE RADIO-TESTED CIRCUITS REMOVE  
STEERING WHEEL SWITCHES AND REPLACE, RETEST-GOOD

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR OF

XP52 19A181AAA SWITCH ASSY RADIO 001 18805B  
000 18805C  
000 MT19A181

ISSUE: Stu Evans Lincoln-Mercury, Lak REPAIR DATE: 08/27/2001  
WARRANTY CLAIM NUMBER: 387696 ODOMETER: 014452 MILES

WIPER ARM 17526 07 TESTED, REMOVE AND REPLACE REAR WIPER ARM ASSEMBLY RETEST  
CONDITION CODE AND DESC = 07 IMPROPERLY ADJUSTED/

PART NUMBER PART DESCRIPTION QTY LABOR OF

XP5X 17526AA ARM ASY W/SHIELD WIP 001 17526A  
XP5X 17526AC BLADE ASY W/SHIELD W 001

ISSUE: Stu Evans Lincoln-Mercury, Lak REPAIR DATE: 08/27/2001  
WARRANTY CLAIM NUMBER: 387696 ODOMETER: 014452 MILES

SOCKET 13N021 X2 PERFORMED POINT TEST, NECESS. TO REMOVE AND REPLACE PASS FRONT  
HORN/LAMP SOCKET AND BULB, RETEST

CONDITION CODE AND DESC = X2 CONNECTION POOR/NOT

PART NUMBER PART DESCRIPTION QTY LABOR OF

XH1Y 13N021A AERO HD/LAMP CAPSULE 001 12651D  
003 12651DK1  
001 13021AA

ISSUE: Stu Evans Lincoln-Mercury, Lak REPAIR DATE: 08/27/2001  
WARRANTY CLAIM NUMBER: ~~387696~~ ODOMETER: 014452 MILES

REAR WINDOW SEALS (2) 262A80 34 WATERLEAK TEST, NECESS. TO REMOVE RIGHT AND LEFT  
REAR WINDOW SEALS AND REPLACE, RETEST

CONDITION CODE AND DESC = 34 DISTORTED/WRINKLED/W

PART NUMBER PART DESCRIPTION QTY LABOR OF

XP5A12262A80AA W/STRIP-BODY SIDE DO 002 69000A2  
000 MT262A80

ISSUE: Stu Evans Lincoln-Mercury, Lak REPAIR DATE: 08/27/2001  
WARRANTY CLAIM NUMBER: 387696 ODOMETER: 014452 MILES

SLIDING DOOR WINDOW SEALS 305A28 34 ULTRASONIC LEAK TEST, NECESS. TO REMOVE AND  
REPLACE REAR SLIDING DOOR WINDOW SEAL, READJUST LATCH, RETEST

CONDITION CODE AND DESC = 34 DISTORTED/WRINKLED/W

PART NUMBER PART DESCRIPTION QTY LABOR OF

VIN: 4M2XV1T88 PAGE 47





2000 Ford Focus S40  
 UTECA, SECCION 4204  
 Phone 770-264-4204  
 www.ford.com.mx

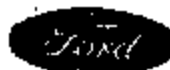


2000 Ford Focus  
 SAN PEDRO CITY, SECCION 4204  
 Phone 770-264-4204  
 www.ford.com.mx



www.stuevans.com

1700 1st St.  
 ELAVON TWP, SECCION 4204  
 Phone 770-264-4204  
 www.ford.com.mx



2000 Ford Focus S40  
 MAINTENANCE SERVICE CENTER  
 Phone 770-264-4204  
 www.ford.com.mx

*Handwritten signature*

Customer Name KATHLEEN SCHAFRAE 14837	DOB 07/80	Address ONCASH	Phone 03-555-5555
Location [Redacted]	Year 1987	Model DEP JENSE	Color ONCASH
Vehicle Description HONDA CIVIC EX	Engine 1.8L	Transmission 5-Speed	Drive FWD
Vehicle ID 7H2YF111XBJ[Redacted]	Color [Redacted]	Year 1997	Make HONDA

**LIMITED WARRANTY**  
 We warrant our service work for 12 months or 12,000 miles. Whichever comes first. If our car or replacement fails within 12 months or 12,000 miles, we'll fix it free. We'll also cover towing and labor.

**TOTAL PRICE \$**

**DATE**

SERVICE INVOICE

PEB4-828 8631



STATE OF MICHIGAN 19TH JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT 25,000.00	CASE NO. 02GC74913 JUDGE W RUDGO
Court address 16077 Michigan Ave Dearborn, MI 48126		Court telephone no. (313) 943-2056

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

[REDACTED]

Defendant name(s), address(es), and telephone no(s).

Ford Motor Company c/o John  
Rintamaki  
The American Road  
Dearborn, MI 48121

OFFICE OF THE SECRETARY  
JOHN M. RINTAMAKI

Plaintiff attorney, bar no., address, and telephone no.

Mark Romano, P44014  
30928 Ford Rd  
Garden City, MI 48135  
(734) 261-4700

PS  
02 APR 11 11:55

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

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

Issued 4.4.02	This summons expires 7.4.02	Court clerk SHARON HABOZNY
------------------	--------------------------------	-------------------------------

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

ATTY SERVE

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

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

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

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

**General Civil Cases**

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint/

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

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

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

**VENUE:**

Plaintiff(s) residence (include city, township, or village) River Rouge, Wayne County Place where action arose or business conducted Farmington, Oakland County	Defendant(s) residence (include city, township, or village) Dearborn, Wayne County
--	---

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

Date April 3, 2002

Signature of attorney/plaintiff

Mark Romano

Mark Romano

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

MC 01 (R/S) SUMMONS AND COMPLAINT MCR 2.102(B)(1), MCR 2.104, MCR 2.106, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)

PE04-020 0033

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**PROOF OF SERVICE**

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

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

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

**OFFICER CERTIFICATE**

OR

**AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party [MCR 2.104(A)(2)], and that: (notary not required)

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notary required)

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

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

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

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

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

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

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

\_\_\_\_\_ OR \_\_\_\_\_ Name

at \_\_\_\_\_ Address and have been unable to complete service because the address was incorrect at the time of filing.

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

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

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

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

**ACKNOWLEDGMENT OF SERVICE**

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

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

PS04-020 0034

STATE OF MICHIGAN  
IN THE 19<sup>th</sup> JUDICIAL DISTRICT COURT

[REDACTED]

Plaintiff,

GC

v

FORD MOTOR COMPANY, a Delaware Corporation  
and JACK DEMMER LINCOLN-MERCURY, INC.,  
a Michigan Corporation, Jointly and Severally,

Defendants.

\_\_\_\_\_  
CONSUMER LEGAL SERVICES, P.C.  
MARK ROMANO P-44014  
STEVEN G. STANCROFF P-43838  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 261-4700  
\_\_\_\_\_

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

**COMPLAINT AND JURY DEMAND**

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

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

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

3. Defendant, Jack Demmer Lincoln-Mercury, Inc. (hereinafter referred to as "Lessor"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacture's cars in the City of Farmington, Oakland County, Michigan.

4. On or about March 6, 2000, Plaintiff leased a new 2000 Mercury Villager, VIN 4M2XV14T8YD [REDACTED] (hereinafter referred to as "2000 Villager"), from the Lessor which was manufactured by the Manufacturer (see copy of Vehicle Lease Agreement attached as Exhibit A).

5. Along with the lease of the 2000 Villager Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Lessor (a copy of the written warranty is in the possession of the Defendants).

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6. Plaintiff has taken the 2000 Villager to the Manufacturer's authorized agents/dealers, including Lessor, on at least four (4) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2000 Villager include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
01/17/01	25,703	116999	<u>ELECTRICAL DEFECT</u> : left brake light not working; engine idles rough and runs rough; squeak noise on start up; brakes making scraping noise when braking
02/22/01	27,857	120252	<u>ELECTRICAL DEFECT</u> : passenger side headlight out
03/29/01	30,538	123714	<u>ELECTRICAL DEFECT</u> : right headlamp inoperative
02/21/02	51,688	152486	<u>ELECTRICAL DEFECT</u> : left headlamp inoperative; no crank; tires wearing bad; banging from front end while driving

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

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

CONSUMER LEGAL SERVICES

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**COUNT I**  
**BREACH OF EXPRESS WARRANTY**

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

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

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

12. The 2000 Villager constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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

14. Plaintiff's purchase of the 2000 Villager was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its sale of the vehicle.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 2000 Villager free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 2000 Villager had defects and problems after Plaintiff purchased the vehicle as discussed above.

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PE84-828 8838

**PRODUCED BY FORD**

17. Plaintiff notified Manufacturer and Lessor of the aforementioned defects.
18. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 2000 Villager.
19. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.
20. The Manufacturer and Lessor have failed to adequately repair the 2000 Villager and/or have not repaired the 2000 Villager in a timely fashion, and the 2000 Villager remains in a defective condition.
21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2000 Villager's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).
22. The 2000 Villager continues to contain defects which substantially impair the value of the automobile to the Plaintiff.
23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2000 Villager.
24. The Manufacturer and Lessor induced Plaintiff's acceptance of the 2000 Villager by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

CONSUMER LEGAL SERVICES

25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2000 Villager and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2000 Villager was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2000 Villager;
- C. To cancel the lease contract and pay off the balance on the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and

CONSUMER LEGAL SERVICES

F. For such other relief this Court deems appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

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

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

30. The 2000 Villager was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

31. The 2000 Villager was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2000 Villager unmerchantable.

33. The manufacturer and Lessor failed to adequately remedy the defects in the 2000 Villager, and the 2000 Villager continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

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

B. For damages occasioned by the breach of the implied warranty;

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C. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2000 Villager;

D. To cancel the lease contract covering the 2000 Villager and pay off the balance on the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

**COUNT III**  
**REVOCAION OF ACCEPTANCE**

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

35. Plaintiff accepted the 2000 Villager without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

38. The nonconformities substantially impaired the value of the 2000 Villager to the Plaintiff.

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39. Plaintiff had previously notified Manufacturer and Lessor of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2000 Villager and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

40. Manufacturer and Lessor have nevertheless refused to accept return of the 2000 Villager and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2000 Villager;

C. To cancel the lease contract covering the 2000 Villager and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

**COUNT IV  
BREACH OF EXPRESS WARRANTY**

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

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

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

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

45. The 2000 Villager constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2803 (h).

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

47. Plaintiff's lease of the 2000 Villager was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the lease contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its lease of the 2000 Villager.

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

49. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 2000 Villager free of charge to Plaintiff under specific terms as stated in the express warranty.

50. In fact, Plaintiff discovered the 2000 Villager had defects and problems after Plaintiff purchased said vehicle as discussed above.

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

**CONSUMER LEGAL SERVICES**

52. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 2000 Villager.

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

54. The Manufacturer and Lessor have failed to adequately repair the 2000 Villager and/or have not repaired the 2000 Villager in a timely fashion, and the 2000 Villager remains in a defective condition.

55. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2000 Villager's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose.

56. The 2000 Villager continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

57. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2000 Villager.

58. The Manufacturer and Lessor induced Plaintiff's acceptance of the 2000 Villager by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

59. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2000 Villager and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

CONSUMER LEGAL SERVICES

60. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2000 Villager was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, pursuant to M.C.L.A. 440.2969 (4), Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the use of the good accepted and the value it would have had if it had been as warranted for the lease term.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2000 Villager;
- C. To cancel the lease contract covering the 2000 Villager and payoff the balance on the same;
- D. For incidental and consequential damages, and actual damages for breach of warranty;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other equitable relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

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**COUNT V**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

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

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

64. The 2000 Villager was subject to implied warranties of merchantability under MCLA 440.2862, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

65. The 2000 Villager was not fit for the ordinary purpose for which such goods are used.

66. The defects and problems hereinbefore described rendered the 2000 Villager unmerchantable.

67. The Manufacturer and Lessor failed to adequately remedy the defects in the 2000 Villager and the 2000 Villager continued to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2000 Villager;

CONSUMER LEGAL SERVICES

D. To cancel the lease contract covering the 2000 Villager and pay off the balance on the same;

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

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

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

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

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

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

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

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

72. The 2000 Villager is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

73. The 2000 Villager was manufactured, sold and purchased after July 4, 1975.

74. The express warranty given by the Manufacturer pertaining to the 2000 Villager is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

**CONSUMER LEGAL SERVICES**

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**FEB4-628 8848**

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

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2000 Villager;

C. To cancel the lease contract covering the 2000 Villager and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

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

F. Such other relief this Court deems appropriate.

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

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

CONSUMER LEGAL SERVICES

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2000 Villager;
- C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

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

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

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

CONSUMER LEGAL SERVICES

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

(a) The Manufacturer and Lessor represented to Plaintiff the 2000 Villager and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Lessor represented to Plaintiff the 2000 Villager and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2000 Villager, the Manufacturer and Lessor have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Lessor have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2000 Villager.

(e) The Manufacturer and Lessor have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2000 Villager and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2000 Villager to be other than they actually were.

CONSUMER LEGAL SERVICES

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FEB-820 0051

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(g) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2000 Villager to be other than it actually was.

(h) The Manufacturer and Lessor have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2000 Villager to Plaintiff.

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

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

**COUNT IX**  
**BREACH OF CONTRACT**

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

85. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2000 Villager to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

CONSUMER LEGAL SERVICES

86. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 2000 Villager created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

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

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 2000 Villager;

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

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

D. Such other relief this Court deems appropriate.

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

**COUNT X  
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;  
MCLA 267.1401 ET SEQ; MSA 9.2706**

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

CONSUMER LEGAL SERVICES

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

90. Manufacturer, is a "manufacturer" under the Lemon Law, MCLA 257.1401(b).

91. The 2000 Villager is a "motor vehicle" under the Lemon Law, MCLA 257.1401(d).

92. The 2000 Villager is a "new motor vehicle" under the Lemon Law, MCLA 257.1401(e).

93. The express warranty given by Manufacturer, covering the 2000 Villager is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(c).

94. The Lessor is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(f).

95. Plaintiff's 2000 Villager has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers; and/or

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

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

97. Manufacturer's attempted repair was unsuccessful as the 2000 Villager continues to manifest the aforementioned defects.

CONSUMER LEGAL SERVICES

98. The aforementioned defects substantially impair the use or value of the 2000 Villager to the Plaintiff and/or prevent the 2000 Villager from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2000 Villager with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff, or

B. Manufacturer must accept return of the lease vehicle and refund to Plaintiff the lease price including options or other modifications installed or made by or for manufacturer, the amount of all other charges made by or for Manufacturer, towing charges and rental costs.

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

D. For prejudgment interest.

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

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

99. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 98 as though fully restated and realleged.

100. The Lessor is a "motor vehicle repair facility" as defined by MCLA 257.1302(g) 101. The Lessor is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

CONSUMER LEGAL SERVICES

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

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

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

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

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

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

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

CONSUMER LEGAL SERVICES

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FD-34-828 8886

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1-800-722-7009

**Motor Vehicle Leases - Ford Credit**

Ford Credit

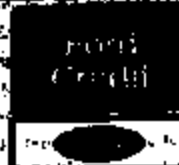


Lessee (and Co-Lessee) - Name and Address (including County):

REVEREND [REDACTED] MERNE

Lessor - Name and Address:

JACK DETMER LINCOLN-MERCURY, INC.  
2125 BOND RIVER  
FARMINGTON, NE 68026



"Ford Credit" is Ford Motor Credit Company. The "Ford" is FORD, L.L.C.  
By signing "you" (Lessee and Co-Lessee) agree to lease this vehicle according to the terms on the front and back of this lease.

New/Used/Date	Mileage at Delivery	Year Make/Model	GVW (Gross Weight)	Vehicle ID #	Vehicle Use
NEW	0	80 MERCURY WILLBER		4NEX1V14TGYD78229	PERSONAL

<p>1. Amount Due At Lease Signing or Delivery (shown below)</p> <p>\$ 2461.00</p>	<p>2. Monthly Payments</p> <p>Your first monthly payment of \$ 1158.00 is due 02/19/80 followed by 35 payments of \$ 202.00 due on the 15th day of each month. The total of your monthly payments is \$ 11140.00</p>	<p>3. Other Charges (not part of your monthly payment)</p> <p>Dispositional fee (if you do not purchase the vehicle) \$ 400.00</p> <p>Tax \$ N/A</p> <p>Total \$ N/A</p>	<p>4. Total of Payments (This amount YOU will have paid by the end of the lease)</p> <p>\$ 15740.00</p>
---	--	--	---

<p>5. Amount Due At Lease Signing or Delivery:</p> <p>a. Capitalized cost reduction \$ 1500.00</p> <p>b. First monthly payment 792.00</p> <p>c. Refundable security deposit 400.00</p> <p>d. Title fee 15.00</p> <p>e. Registration fee N/A</p> <p>f. N/A</p> <p>GMVH BEAR TAX 50.00</p> <p>g. N/A</p> <p>h. N/A</p> <p>Total \$ 2461.00</p>	<p>6. How the Amount Due at Lease Signing or Delivery will be paid:</p> <p>a. Net back-in allowance \$ N/A</p> <p>b. Rebate and purchase credit 1500.00</p> <p>c. Amount to be paid in cash 961.00</p> <p>d. N/A</p> <p>Total \$ 2461.00</p>
--	--

<p>a. Gross capitalized cost. The agreed upon value of the vehicle (\$ 2164.00) and any fees you pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balances) (shown below)</p> <p>\$ 2404.00</p>	<p>b. Capitalized cost reduction. The amount of any tax trade-in allowance, rebate, non-cash credit, or cash that you pay that reduces the gross capitalized cost</p> <p>1500.00</p>
<p>c. Adjusted capitalized cost. The amount used in calculating your base monthly payment</p> <p>904.00</p>	<p>d. Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment</p> <p>1104.00</p>
<p>e. Depreciation and any amortized amounts. The amounts charged for the vehicle's decline in value through normal use and for other items paid over the lease term</p> <p>879.25</p>	<p>f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts</p> <p>461.17</p>
<p>g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge</p> <p>1340.52</p>	<p>h. Lease payments. The number of payments in your lease</p> <p>35</p>
<p>i. Base monthly payment</p> <p>378.57</p>	<p>j. Monthly sales / use tax</p> <p>62.23</p>
<p>k. N/A</p>	<p>l. N/A</p>
<p>m. Total monthly payment</p> <p>440.80</p>	<p>n. Lease term in months</p> <p>35</p>

**EXHIBIT A**

6. Excess Wear and Tear. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of the lease, within 90 days of the scheduled end of the lease, you must pay to Lessee \_\_\_\_\_ cents per mile for each mile in excess of \_\_\_\_\_ miles shown on the odometer. See items 20 and 24 on back for additional terms wear and use terms.

9. Extra Mileage Option Credit

Mileage Bands. You may purchase extra miles in Mileage Bands. Each Mileage Band equals 2500 miles. You have purchased \_\_\_\_\_ Mileage Bands. At the scheduled end of this lease, you will receive a credit of \_\_\_\_\_ for each completely unused Mileage Band between \_\_\_\_\_ and \_\_\_\_\_.

REGARDING ANY OF THE ABOVE, YOU WILL RECEIVE A CREDIT UP TO \$1000.00. IF YOU ARE UNABLE TO MAKE PAYMENTS UNDER THIS LEASE, YOU WILL BE RESPONSIBLE FOR ANY PARTIALLY USED MILEAGE CREDIT. YOU WILL NOT RECEIVE ANY CREDIT IF THE VEHICLE IS DESTROYED, IF YOU TERMINATE YOUR LEASE EARLY, EXERCISE ANY PURCHASE OPTION, ARE IN DEFAULT OR THE CREDIT IS LESS THAN \$1.00.

**12. PURCHASE OPTION** At the end of Lease Term, you will receive a purchase option prior to the end of the lease. You do not have the option to purchase upon default or early termination.



Other Important Taxes. See Your Lease documents for additional information on early termination, purchase option, maintenance responsibilities, warranties, MSRP and default charges, insurance, and any security interests, if applicable.



**13. WARRANTY** This Vehicle is covered by any warranty, including warranty or service contract indicated below:

- Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.
- 

If the Vehicle is of a type normally used for personal use and the Lessee, or the Vehicle manufacturer, enters a written warranty or service contract covering the Vehicle within 30 days from the date of this lease, the get implied warranties of availability and fitness for a particular purpose covering the Vehicle. Otherwise, the undersigned agrees that there are no such implied warranties except as otherwise required by state law.



**14. OFFICIAL FEE SCHEDULE** The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your lease, whether included with your monthly payments or assessed otherwise.

**15. LEASE SERVICES** (See Item 18 on back) N/A



**16. LATE PAYMENTS** You will pay a late charge on each payment that is not received within 30 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less.



**15. LIFE, DISABILITY AND OTHER INSURANCE** These coverages are not required to enter into this lease and will not be provided unless you elect to obtain them. If insurance is to be obtained by Lessee, the coverages are shown in a notice that is to you this date and for the term of this lease.

Life Insurance: N/A Yearly Premium: \$0.00

Health Insurance: N/A Monthly Charge: \$0.00

Disability Insurance: N/A Monthly Charge: \$0.00

Other Insurance: N/A Yearly Premium: \$0.00

Insured's Signature(s): \_\_\_\_\_

Total Premiums: \$0.00

**EARLY TERMINATION PAYOFF BALANCE AND INSURED CASH VALUE** The early termination payoff balance (as determined by Ford Credit under Item 18) may be reduced from the actual cash value of the Vehicle as determined by the insurer of the Vehicle.

**YOUR LIABILITY UPON LOSS OR DESTRUCTION OF VEHICLE** Unless you are eligible for the GAP Policy (Item 20), if the early termination payoff balance is greater than the actual cash value of the Vehicle, you must pay the difference. Credit (as provided in Item 20).

Lessee: \_\_\_\_\_ Co-Lessee: \_\_\_\_\_

Agreed Upon Value of the Vehicle \$ _____	Sales Tax and Other Applicable Taxes + \$ _____	Title Fee + \$ _____	License and Registration Fees + \$ _____	Extended Warranty and Service Contract + \$ _____	Lease Service + \$ _____
Acquisition Fee + \$ _____	Documentation Fee + \$ _____	Life Insurance Premium + \$ _____	Disability Insurance Premium + \$ _____	<u>N/A</u>	Total Gross Capitalized Cost = \$ _____

Modification: This lease sets forth all of the agreements of Lessor and You by the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing.

Lessee: WHITE R CREDIT Title: \_\_\_\_\_

Co-Lessee: \_\_\_\_\_ Title: \_\_\_\_\_

**NOTICE:** (1) Do not sign this lease before you read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that you have had a filled-in copy of this lease at the time you sign it and notice of an assignment of this lease to the Lessor to Holder.

892445

116999

JACK DENNIS  
LINCOLN MERCURY  
21531 Michigan  
Dearborn, MI  
(313) 274-1111

\*INVOICE\*

DUPLICATE 1  
PAGE 1

Registration No. F15

RIVER ROUGE, MI  
HOME:

SERVICE ADVISOR: 4293 HAROLD PENNA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE BY ODOMETER
WHITE	00	MERCURY VILLAGER	4M2XV14T6Y0		25703/25703
DATE	TIME	DATE	TIME	RATE	PAYMENT
06MAR2000	17:00	22JAN01		0.00	CASH
OIL: OIL OPENED		READY		OPTIONS: STX:161 ENG:99T TRV:44P	

11:18	17JAN01	08:37	23JAN01	LIST	HIST
LINE DESCR TECH TYPE HOURS					

CAUSE: 25714 TEST ETC SYSTEM WITH NOS RECEIVE CODE 0506 CR EQUIV EVENT  
P0303-MISSING CODE PERFORM PINGPOINT TESTS ED1-ED6 PERFORM DATA  
LOGGER TEST

10 SCHOMER, JOEL LIC# M117731  
W94 0.20  
12650D45 PIN POINT TEST - DIAGNOSIS - L  
10 SCHOMER, JOEL LIC# M117731  
W94 0.30  
14200A WIRING ASSEMBLY - REPAIR - L  
10 SCHOMER, JOEL LIC# M117731  
W94 0.40  
12650DX: EEC - (QUICK TEST) DIAGNOSIS - L EXTRA  
10 SCHOMER, JOEL LIC# M117731  
W94 0.10  
NOSIS WDE DIAGNOSTICS  
10 SCHOMER, JOEL LIC# M117731  
W94 1.00

PART#: 9E523

CLAIM TYPE:

WEALTH CODE:  
255B

TEST ETC SYSTEM WITH NOS RECEIVE CODE 0506 CR EQUIV EVENT  
ISSUE CODE PERFORM PINGPOINT TESTS ED1-ED6 PERFORM DATA LOGGER TEST  
NOSIS WDE DIAGNOSTICS TEST TRACE AND REPAIR WIRING TO #3 CYLINDER  
INJECTOR INTERMITTENT OPEN CIRCUIT REPEAT ETC SYSTEM AND CLEAR TROUBLE  
CODE AND ROAD TEST AND VERIFY REPAIR

NOT RESPONSIBLE FOR LOSS OR  
DAMAGE TO CAR OR ARTICLES LEFT  
IN CARE IN CASE OF FIRE, THEFT OR  
ANY OTHER CAUSE BEYOND OUR  
CONTROL.

**OUR QUALITY  
GUARANTEE**

Our service work is guaranteed for 90  
days or 4,000 miles. If our repair or  
replacement fails in normal service within  
this period, we'll fix it free of charge.  
Parts and labor.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
MATERIALS	
SUB TOTAL	
LESS REFINANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

EXHIBIT B

SERVICE FILE COPY

FORD-820 0050

PRODUCED BY FORD







8492445

120253

JACK DEEMER  
LINCOLN - MERCURY  
21531 Michigan Ave  
Dearborn, MI 48124  
(313) 277-5800

\*INVOICE\*

DUPLICATE 1  
PAGE 1

Registration No. F15233

VER BOOGE, MI

ME:

SERVICE ADVISOR: 4293 HAROLD PEREA 08845

TYPE 00 MERCURY VILLAGER 422V1476 27857/27857

MAR2000 WAT 26FEB01 0.00 CASE --- 26FEB2000

OPTIONS: STR:161 ENG:99T TRN:44P

1.18 23FEB01 12.56 26FEB01

ME OCCURE TECH TYP SCORE LIST NET TOTAL

USE: 27857 01 EXAMINE CONCERN, HANDSHILL CONNECTOR IS BAD, CAUSING

HANDSHILL FOR CON

76 COUCONN, ANDRN LIC: M231160

1 P42E\*14489\*0 SILV ASY-WIR COON MLE

FC: 126 42

COUNT:

ADPH COON:

NETS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

7857 01 EXAMINE CONCERN, HANDSHILL CONNECTOR IS BAD, CAUSING THE

ANDSHILL, INSTALL THREE NEW CONNECTOR WITH HANDSHILL, SOLDER ALL THREE

WP WARRANTY RETURN PARTS

NETS: 0.00 C 0.00 0.00 0.00 0.00

RENTAL

RENTAL

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NETS: 0.00 C 0.00 0.00 0.00 0.00

NOT RESPONSIBLE FOR LOSS OR  
DAMAGE TO CARS OR ARTICLES LEFT  
IN CARE IN CASE OF FIRE, THEFT OR  
ANY OTHER CAUSE BEYOND OUR  
CONTROL.

**OUR QUALITY  
GUARANTEE**

Our service work is guaranteed for 90  
days or 4,000 miles. If our repair or  
replacement fails in normal service within  
that period, we'll fix it free of charge.  
Parts and labor.

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
SUBLET AMOUNT	0.00
MATERIALS	0.00
SUBTOTAL	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

EPDWTFR PTER COPY

PER4-829 0982

PRODUCED BY FORD

8492445

1123714

LINCOLN  
21531  
Dearborn  
(313) 774

\*INVOICE\*

PAGE 1

Registration No.

RIVER ROUGE, MI

HOME:

SERVICE ADVISOR: 4253 HAROLD PENNA

PLATE	YEAR	MAKE/MODEL	VIN	LICENSE
WHITE	00	MERCURY VILLAGER	4M2KV14T6Y	30538/30538
DEL DATE	PRD DATE	WARR. EXP.	REPAIRS COMPLETE TIME	DATE TO BE PAID
06MAY2000			NATT 29MAR01	0.00 CASH
ASST. P.O. OFFER	READY	OPTIONS	STE:161 BSG:99T TRN:44P	

12:11 29MAR01 16:10 30MAR01  
 LINE OCCUR TYPE HOURS  
 A 136 BY HDL:000 INCP. CK HISTORY  
 CASE: 30538 42 EDWIN CONCERN, FRONT RIGHT HEADLIGHT IS NOT WORKING.  
 EXAMINE WIRING FOR VOLTAGE, NO VOLTAGE FOR ORANGE-WHITE WIRE  
 FOR HIGH BEAM  
 REPAIR CONNECTOR  
 N94 0.50  
 1 P422\*14489\*G SLV ASY-WIR CORR MLE  
 FC: 126 42

COUNT:

AUTH CODE:

ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

0538 42 EDWIN CONCERN, FRONT RIGHT HEADLIGHT IS NOT WORKING. EXAMINE  
 WIRING FOR VOLTAGE, NO VOLTAGE FOR ORANGE-WHITE WIRE FOR HIGH BEAM  
 CHECK PREVIOUS WIRE REPAIR FOR NEW CONNECTOR FOR HEADLIGHT FOR  
 CONNECTION, O.K. REMOVE BOTTOM CONNECTOR FROM HEADLIGHT CONTROL  
 HEADLIGHT CONTROL MODULE. CHECK VOLTAGE FROM MODULE. NO VOLTAGE FOR  
 ORANGE/WHITE WIRE. CHECK FUSE FOR ORANGE-WHITE WIRE. REMOVE OLD  
 WIRE. REMOVE OLD MODULE. INSTALL NEW MODULE. TESTED FOR VOLTAGE, O.K.

IN PLACE, REPLACE HARDSEAL, CONNECTOR. TESTED HEADLIGHT SYSTEM O.K.  
 INSTALL CD PLATE COVER. WORKING PROPERLY AT THIS TIME.

WARRANTY RETURN PARTS  
 NP WARRANTY RETURN PARTS  
 75 COOPERMAN, ANDRE LIC: M221160

NOT RESPONSIBLE FOR LOSS OR DAMAGE  
 TO CARS OR ARTICLES LEFT IN CARS IN  
 CASE OF FIRE, THEFT OR ANY OTHER CAUSE  
 BEYOND OUR CONTROL.

**OUR QUALITY  
 GUARANTEE**

ORD, MERCURY, LINCOLN CARS, AND  
 LIGHT TRUCKS. THE FORD MOTOR  
 COMPANY PARTS AND ACCESSORIES  
 WARRANTY IS DEALER INSTALLED - 12  
 MONTHS / 12,000 MILES, WHICHEVER  
 COMES FIRST. REMANUFACTURED, USED OR  
 UTILITY PURCHASED PARTS CARRY THE  
 WARRANTY PROVIDED BY THE SUPPLIER.

REPAIRS COMPLETED AND CHECKED BY  
 AUTHORIZED REPRESENTATIVE X

LABOR AMOUNT	
PARTS AMOUNT	
GARLET AMOUNT	
MATERIALS	
SUB TOTAL	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	



8492445

1 5 2 4 8 6

JACK DEMMER  
LINCOLN - MERCURY, INC.  
21531 Michigan Ave.  
Dearborn, MI 48124  
(313) 274-8800

\*INVOICE\*

RIVER ROUGE MI

PAGE 1

Registration No. F152332

HOME: [REDACTED] BUS:

SERVICE ADVISOR: 541 JTM 8424 DOTSON

WARRANTY	00	MERCURY VILLAGER	4M2XV147GY	GW248	51686/51686	15408
DELIVERY DATE	06/02/2000	218RP99	06/02/2000	17:00	22/FEB/02	
PRICE				75.00	FD	22/FEB/2002
OPTIONS: SIX:161 ENG:99T TRN:44P						

LINE	QTY	DESCRIPTION	UNIT	PRICE	TAX	TOTAL
------	-----	-------------	------	-------	-----	-------

337.50 DIAG  
 515 MICHALEX, K 6115 LIC# M200803  
 1 EXT\*24\*P BATTERY ASBY 79.95 79.95 79.95

PARTS: 111.09 LABOR: 122.53 OTHER: 0.00 TOTAL TIME A: 223.59

51686 2.0 VERIFIED NO CRANK, FOUND ORIGINAL BATTERY FAIL NO CAPACITY  
 BAT CABLE. RETEST CHARGING SYSTEM, CHARGING AT 14.63 VOLTS AT IDLE

CAUSE: 51686 CODE 46 POS VERIFIED CORRECT. FOUND SPREAD TERMINAL AT  
 OVERHEAT CONDITI

515 MICHALEX, K 6115 LIC# M200803  
 1 P4TZ\*13N021\*B BLE & SCKT RET ASY-ND/LP (N/C)

MT MIDDAG  
 M994 0.20 (N/C)

999 MT 0.00 (N/C)  
 PARTS: P4TZ\*13N021\*B

CLAIM TYPE: P03  
 6115

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARDS OR ARTICLES LEFT IN CARB IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

**OUR QUALITY GUARANTEE**

FORD, MERCURY, LINCOLN CARS AND LIGHT TRUCKS THE FORD MOTOR COMPANY PARTS AND ACCESSORIES WARRANTY IS DEALER INSTALLED - 12 MONTHS / 12,000 MILES, WHICHEVER COMES FIRST, REMANUFACTURED, USED OR OTHER PURCHASED PARTS CARRY THE WARRANTY PROVIDED BY THE SUPPLIER.

REPAIRS PROPERLY COMPLETED AND CHECKED BY

AUTHORIZED REPRESENTATIVE X

LABOR AMOUNT	
PARTS AMOUNT	
SUBLET AMOUNT	
MATERIALS	
SUB TOTAL	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

8492445

152486

JACK DENVER  
LINCOLN - MERCURY, INC.  
21531 Michigan Ave.  
Dearborn, MI 48124  
(313) 274-8800

\*INVOICE\*

RIVER ROUGE MI

PAGE 2

Registration No. F152332

MOB: [REDACTED] BUS:

SERVICE ADVISOR: 541 JIM 8424 DOTSON

REGISTRATION YEAR: [REDACTED] PLATE: [REDACTED] VIN: [REDACTED] MAKE: [REDACTED] MODEL: [REDACTED]

WHITE 00 MERCURY [REDACTED] [REDACTED] [REDACTED] 51586/51486 15423

DATE: [REDACTED] FROM DATE: [REDACTED] TO DATE: [REDACTED] PRICE: [REDACTED] TAX: [REDACTED]

06097000 21FEB92 05MAR2003 17:00 22FEB02 75.00 PD 22FEB2002

OPTIONS: STR:161 ENG:99T TRN:44P

16:52 21FEB92 07:11 22FEB92

LINE CODE: [REDACTED] TECH TYPE: [REDACTED]

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

51686 ENGINE 46 POS VERMILION CONCRETE FOUND SPREAD TERMINAL AT LEFT HEADLIGHT BULB CONNECTOR GROUND TERMINAL. THIS CAUSING OVERHEAT CONSUMPTION AND DISRUPTION OF CONNECTOR. SPliced IN NEW WIRE AND REPAIR. REPLACED HEADLIGHT BULB, RETEST, CKS OK. 6115

C TIRES WEARING BAD, ST WHL JIGGLERS, 897.50 DIAM  
REPAIR FRONT / SUSPENSION

846 WILLY P 1395 LIC# M194465

PARTS: 0.00 LABOR: 37.50 OTHER: 0.00 TOTAL LINE C: 37.50

51686 .5 TIRES WEARING BAD STUBBING WHEEL JIGGLERS VERIFY FOUND RE, LF

RECOMMEND REPLACE NG ALL 4 AND VEA, P.S. FLARE COST DECLINED ALL 8886

100 \*\* FRONT END / SUSPENSION \*\*

C 0.00 0.00 0.00

NO MISC NOTES

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

NO WARRANTY RETURN PARTS

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CAR OR ARTICLES LEFT IN CAR IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

OUR QUALITY GUARANTEE

FORD, MERCURY, LINCOLN CARS AND LIGHT TRUCKS: THE FORD MOTOR COMPANY PARTS AND ACCESSORIES WARRANTY IS DEALER INSTALLED - 12 MONTHS / 100,000 MILES, WHICHEVER COMES FIRST, RE-MANUFACTURED, USED OR OTHER PURCHASED PARTS CARRY THE WARRANTY PROVIDED BY THE SUPPLIER.

WORKSHEET: [REDACTED]  
DATE: [REDACTED]  
BY: [REDACTED]

LABOR AMOUNT	
PARTS AMOUNT	
TAX AMOUNT	
MATERIALS	
SUB TOTAL	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

FEB-828 0886

PRODUCED BY FORD

8492445

152486

JACK DEMMER  
LINCOLN - MERCURY, INC.  
21531 Michigan Ave.  
Dearborn, MI 48124  
(313) 274-8800

\*INVOICE\*

RIVER ROUGE MI  
HOME: [REDACTED] BUS:

PAGE 3

Registration No. F152332

SERVICE ADVISOR: 517 JJK 8424 DOTSON

DATE	TIME	DESCRIPTION	AMOUNT	PAYMENT	DATE
06MAR2000	21:58:59	06MAR2003 17:00 22FEB02	75.00	FD	22FEB2002

OPTIONS: STK:161 ENG:99T TRN:44D

16:52 21FEB02 17:11 22FEB02  
LIVE ONROAD WITH TYPE HOUR  
1 515 138021

**IMPORTANT**

You must check a Quality  
Check before leaving from  
this shop. If the shop does  
not check, you are not  
covered by the Lincoln Mercury  
Warranty. The shop must  
check the vehicle for any  
problems before leaving the  
shop. If you do not check,  
you are not covered by the  
Warranty. The shop must  
check the vehicle for any  
problems before leaving the  
shop. If you do not check,  
you are not covered by the  
Warranty.

FEB 25 2002

Jack Demmer, Lincoln Mercury

**CUSTOMER PAY DEDUCTIBLE FOR LINE B**

30.00

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CAR OR ARTICLES LEFT IN CARE IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND OUR CONTROL.

**OUR QUALITY GUARANTEE**

FORD, MERCURY, LINCOLN CARS AND LIGHT TRUCKS, THE FORD MOTOR COMPANY PARTS AND ACCESSORIES WARRANTY IS DEALER INSTALLED - 12 MONTHS / 12,000 MILES, WHICHEVER COMES FIRST, REMANUFACTURED USED OR OTHER REPAIRED PARTS CARRY THE WARRANTY PROVIDED BY THE SUPPLIER.

LABOR AMOUNT 150.00  
PARTS AMOUNT 111.09  
SALES TAX 6.11  
TOTAL 267.20  
LESS INSURANCE 33.00  
PLEASE PAY THIS AMOUNT

John Gaddis

CUSTOMER COPY

PE84-828 8887





**CONSUMER<sup>SM</sup>  
LEGAL  
SERVICES, P.C.**  
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ  
CHRISTOPHER M. LOVASZ  
STEVEN S. TOTK  
MARK P. ROMANO  
STEVEN G. STANCROFF  
TROY T. GORMAN  
CHRISTOPHER A. WINKLER



30928 FORD ROAD  
GARDEN CITY, MI 48135  
(734) 261-4700  
FAX: (734) 261-4737  
E-MAIL: [cls@tlaw.com](mailto:cls@tlaw.com)

April 1, 2002

Mr. William J. Demmer  
Jack Demmer Lincoln-Mercury, Inc.  
31625 Grand River Avenue  
Farmington, Michigan 48336

RE: 2000 Mercury Villager, VIN: 4M2XV14T6YD [REDACTED]

Dear Mr. Demmer:

Please be advised that I represent [REDACTED] regarding the above-referenced vehicle leased from Jack Demmer Lincoln-Mercury, Inc. on or about March 8, 2000. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2000 Villager and is prepared to file suit to effect revocation of acceptance, cancellation of the lease, return of the vehicle, and payment to her of all monies expended, putting her back in the position she was prior to the contract.

[REDACTED] intends to hold Jack Demmer Lincoln-Mercury, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing her rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Losh's, 100 Mich App 543; 299 NW2d 89 (1980), MCLA 600.2919a.

921 28<sup>th</sup> STREET S.E.  
GRAND RAPIDS, MI 49508  
(616) 452-2000  
FAX: (616) 452-2021

4680 W. HOUGHTON LAKE DRIVE  
HOUGHTON LAKE, MI 48629  
(989) 366-1006  
FAX: (989) 366-4005

G-6044 S. SAGINAW ST  
GRAND BLANC, MI 48439  
(810) 603-2676  
FAX: (810) 603-2677

**EXHIBIT C**

PEB4-828 0000

PRODUCED BY FORD

Mr. William J. Demmer  
April 1, 2002  
Page Two

Since the date [REDACTED] took delivery, the vehicle has been in for repairs on at least four (4) different occasions.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with [REDACTED] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

  
Steven S. Toth, Esq.

SST/cl

CC: [REDACTED]

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**This appendix is provided electronically.**

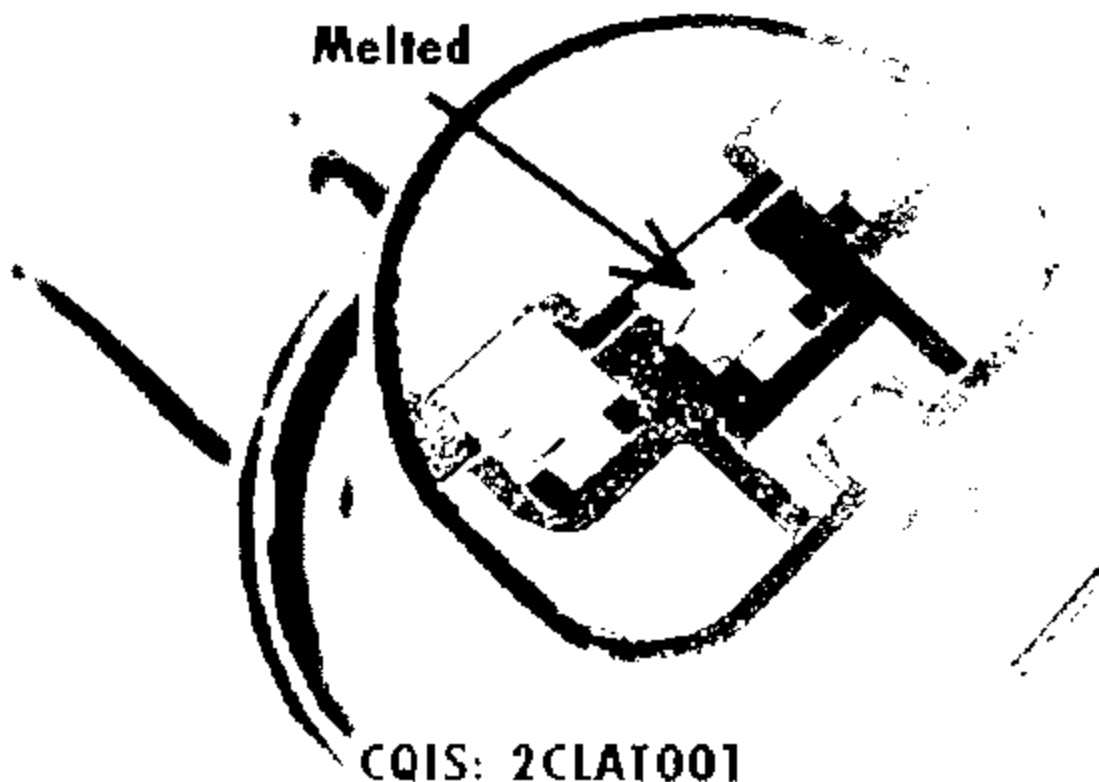
**PE04-020**

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**ATTACHMENT L**

**Melted**



**CQIS: 2CLAT001**

**Mark Hayduk - Pittsburgh FQE**

**3-12-02**

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