

FORD
12/2/2004
APPENDIX F-2
PART 1 OF 2
BOOK 1 OF 4

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
C.A. No.:

2004-CP-42 2208

Plaintiff,

vs.

Vic Bailey Ford, Inc. and
Ford Motor Company,

Defendants.

COMPLAINT
Jury Trial Demanded

The Plaintiffs, above-named, complaining of the Defendants, assert the following:

1. Plaintiffs, [REDACTED] are citizens and residents of the State of South Carolina, County of Union.
2. Defendant Vic Bailey Ford, Inc. ("Vic Bailey") is a corporation doing business in the state of South Carolina. Vic Bailey Ford is a car dealership that sells and repairs automobiles. There is at least one location in Spartanburg, South Carolina.
3. Defendant Ford Motor Company is a corporation incorporated in one of the states of the United States. Ford Motor Company (Ford) is in the business of making automobiles for sale throughout the United States, including through the Vic Bailey dealership in South Carolina.
4. Plaintiffs bought a 2004 F-250 truck from Defendant Vic Bailey on November 1, 2003. The car was manufactured by Ford Motor Company.
5. After driving the car about 500 miles, Plaintiffs noticed that the car would sound as if the driver were "revving" the engine, even when the driver was in traffic at a stop. Plaintiffs

2004 JUN 11 AM 11:00
HARRIS
CLERK OF COURT

took the car to the Vic Bailey dealership on November 19, 2003.

6. An agent of Defendant Vic Bailey informed Plaintiffs that the condition described was normal. Plaintiff insisted that it was not normal, as it would move the car about 18 inches when it happened, even when the driver had his or her foot on the brake.
7. In total, the Plaintiffs have brought their truck to Defendant Vic Bailey for service on four occasions, including 2 in November 2003, December 2, 2003, and January 12, 2004. On each occasion, the Plaintiffs complained of the "revving" engine and other transmission and gear shifting problems. At the request of agents of Ford, Plaintiff also took his car to Foothills Ford on March 3, 2004.
8. The problems complained of by the Plaintiffs have not been remedied despite having contacted both Vic Bailey and Ford Motor Company by certified mail. In addition, a letter from counsel describing the problem and attached as Exhibit A has gone unanswered.
9. Plaintiffs have suffered damages in that they are the owners of a vehicle which has been substandard from the date of purchase and is therefore not worth the price paid. In addition, Plaintiffs have been without a vehicle on numerous occasions when the car has been in for repairs.

FOR A FIRST CAUSE OF ACTION
(S.C. Lemon Law, S.C. Code Ann. 56-28-10, et seq)

10. Plaintiffs restate and reallege each and every allegation as if repeated herein verbatim.
11. Plaintiffs purchased the car in 2003, and all of the incidents complained about above were within the first 12 months and 12,000 miles of ownership.
12. Plaintiffs have notified the Defendants in person and in writing of the non-conformity of the vehicle within the parameters established in S.C. Code Ann. § 56-28-30.

13. The dealer and manufacturer have been unable to conform the vehicle to the applicable express warranties after multiple attempts to remedy the problems.
14. Plaintiffs are informed and believe that they are entitled to damages in the form of either a replacement vehicle or a refund of the purchase price as is further detailed in S.C. Code Ann. § 56-28-40, along with attorney's fees and court costs.

WHEREFORE, the Plaintiffs pray that this Honorable Court

- A. Award Plaintiffs a refund of the purchase price of the vehicle including finance charges, sales taxes, license fees, and registration fees or a replacement vehicle as described in S.C. Code Ann. §56-28-40;
- B. Award Plaintiffs reasonable attorney's fees and costs as contemplated in South Carolina Code Ann. § 56-28-50; and
- C. Any such other relief as the Court may deem just and proper.

BERRY, QUACKENBUSH & STUART, P.A.

Kelli L. Sullivan

James A. Merritt, Jr.
Kelli L. Sullivan
Attorney for Plaintiffs
1122 Lady Street, Fifth Floor
P.O. Box 394
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Columbia, South Carolina
June 25, 2004

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CLERK
MARC KITCHENS

04CV012944

1 STATE OF NORTH CAROLINA
2 COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
04 CVS

3 [REDACTED]
4 Plaintiff

5 vs.

COMPLAINT

6 FORD MOTOR COMPANY
7 Defendant

FILED
RECEIVED 16 JUN 1982
WAKE COUNTY, N.C.

8 The Plaintiff, complaining of the defendant, alleges and
9 says: FIRST CAUSE OF ACTION

10 1. The plaintiff, [REDACTED] (Plaintiff) is a
11 citizen and resident of Wake County, North Carolina.

12 2. The defendant, Ford Motor Company (Ford) is a Delaware
13 Corporation registered to do business and doing business in North
14 Carolina, with offices in Charlotte, North Carolina.

15 3. At all times relevant hereto, the Plaintiff is a
16 "Buyer" as defined in North Carolina General Statute 25-2-103.

17 4. At all times relevant hereto, the Plaintiff is a
18 "Consumer" as defined in North Carolina General Statute 20-351.1
19 and a "person" under North Carolina General Statutes 20-308 and
20 20-294.

21 5. The defendant Ford is a "Seller" as defined in North
22 Carolina General Statute 25-2-103 and a "Licensee" under North
23 Carolina General Statute 20-287.

24 6. The defendant Ford is a "Manufacturer" as defined in
25 North Carolina General Statute 20-351.1 and in North Carolina
26 General Statute 20-287.

27 7. The automobile is a "Motor Vehicle" as defined in North
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1 Carolina General Statute 20-351.1.

2 8. The automobile is a "New Motor Vehicle" as defined in
3 North Carolina General Statute 20-351.1.

4 9. North Carolina General Statute 20-285 states that the
5 regulation of motor vehicle distribution in the State is in the
6 public interest and public welfare, and in the exercise of its
7 police powers of the state and it is necessary to regulate and
8 license motor vehicle manufacturers doing business in the State,
9 in order to prevent frauds, impositions and other abuses upon its
10 citizens and to protect and preserve the investments and
11 properties of the citizen of this State.

12 10. Defendant Ford either manufactures or assembles or
13 imports or distributes new motor vehicles which are sold in the
14 State of North Carolina, including '2004 Ford Truck 350,
15 VIN:1FTWW33P14E [REDACTED] which cuts off, idles improperly and surges
16 causing a significant safety hazard.

17 11. Defendant Ford sold or distributed said vehicle and
18 similar vehicles to CrossRoads Ford, Raleigh, NC and numerous
19 other dealers in North Carolina.

20 12. Dealer is an authorized dealer for Ford's automobiles
21 and as an authorized dealer, is engaged in the business of
22 automobile sales and warranty repairs on behalf of Defendant
23 Ford.

24 13. On 03/20/04, Plaintiff, for personal use, purchased
25 from Dealer a new 2004 Ford Truck 350, VIN:1FTWW33P14E [REDACTED]
26 for a total purchase price of \$44,294.50 as per attached bill of
27 sale, marked Exhibit "A", attached hereto and incorporated herein
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1 by reference.

2 14. Dealer, in the ordinary course of business, arranged for
3 the extension of consumer credit for its buyers, and did so for
4 Plaintiff on 3/20/84 through First Citizens Bank and Trust
5 Company (FCBT) in the form of a Purchase Money Security
6 Agreement, a copy of which is marked Exhibit "B", attached hereto
7 and incorporated herein by reference.

8 15. The plaintiff entered into a consumer credit
9 transaction with FCBT, in which plaintiff was to pay 63 payments
10 of \$745.66 to FCBT.

11 16. FCBT is a lienholder as described in North Carolina
12 General Statute 20-351.3(4).

13 17. The 2004 Ford Truck 350, VIN:1FTWW33P14E [REDACTED] was
14 sold to Plaintiff as a new vehicle with written warranties from
15 Ford.

16 18. Plaintiff has serviced and maintained said vehicle in
17 accordance with the guidelines of the Owner's Manual for the
18 vehicle.

19 19. Ford promised to repair or replace free of charge any
20 parts found defective in material or workmanship within 36 months
21 or 36,000 miles of the term of the express written warranty given
22 to the Plaintiff and is required by North Carolina General
23 Statute 20-351.2 to make all repairs necessary to conform the
24 vehicle to the express warranty, whether or not these repairs are
25 made after the expiration of the applicable warranty period.

26 20. Due to defects in material or workmanship, the vehicle
27 cuts off, idles improperly and surges causing a significant
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1 safety hazard. Upon information and belief, Ford has a pattern
2 and practice of refusing to make repairs on these defective
3 wiring harnesses and said pattern and practice is in violation of
4 numerous statutes herein described.

5 21. The Plaintiff has presented the vehicle to Ford, its
6 agent or an authorized dealer, for repairs, and the same
7 nonconformity continues to exist and the defect has not been and
8 cannot be corrected by the dealer or the defendant Ford.

9 22. The Plaintiff has lost faith in the vehicle due to the
10 defects in material or workmanship and the resulting condition
11 with the vehicle as set forth herein.

12 23. The defects in material or workmanship and the
13 resulting condition of the vehicle as set forth herein
14 substantially impairs the value of the vehicle to the Plaintiff.

15 24. Due to the defects in material or workmanship and the
16 resulting condition of the vehicle as set forth herein, the
17 vehicle does not conform to the express warranty issued by the
18 defendant.

19 25. The defect or condition, or series of defects or
20 conditions alleged herein occurred no later than 24 months or
21 24,000 miles following original delivery of the vehicle to the
22 Plaintiff and upon information and belief, Ford has known of the
23 defect, but has continued to sell motor vehicles in North
24 Carolina without proper notice to the purchasers of the defective
25 motor vehicles.

26 26. The nonconformities are not the result of any abuse,
27 neglect, odometer tampering, or unauthorized modifications or
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1 alterations to the motor vehicle by the Plaintiff or anyone
2 acting on his behalf.

3 27. Plaintiff has rejected acceptance of the vehicle and
4 demanded a refund from Ford and Dealer, a copy which is attached
5 hereto as Exhibit "C", and incorporated herein by reference.
6 Plaintiff gave defendant written notice of his intent to bring an
7 action against the defendant at least 10 days prior to filing
8 said suit.

9 28. Said demand by Plaintiff has not been met by Ford and
10 Ford has refused to resolve the matter in a reasonable manner as
11 per its letter attached hereto as Exhibit "D" and incorporated
12 herein by reference.

13 29. Ford has refused to accept return of the vehicle and
14 give the Plaintiff a replacement or repurchase as set forth in
15 North Carolina General Statute 20-351.3(a) as per letter of Ford,
16 marked as Exhibit "D", and incorporated herein by reference.

17 30. Ford has unreasonably refused to comply with N.C.G.S.
18 20-351.2 and/or N.C.G.S. 20-351.3. Ford is engaged in a pattern
19 of misrepresentation of the requirements and remedies available
20 under the Act on the Plaintiff and other consumers in North
21 Carolina and Ford refuses to abide by the terms of the North
22 Carolina New Motor Vehicles Warranty Act.

23 31. Ford has unreasonably failed or refused to fully
24 resolve the matter which constitutes the basis of this action.
25 Plaintiff is unable, due to Ford tactics, to continue to present
26 the vehicle for repairs and has parked or will park the vehicle
27 due to safety reasons.

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1 32. As a direct and proximate result of the aforesaid
2 defects, the condition of the vehicle, and the inability or
3 refusal by Ford and its agent or authorized dealer(s) to repair,
4 and even to attempt to repair, the vehicle in a timely manner,
5 Plaintiff has suffered monetary damages, both personally and in
6 his business. Plaintiff has lost profit and added expenses due to
7 the breach of warranty of defendant. Plaintiff's vehicle has
8 diminished value, due to the recurring, non fixable, defect
9 described.

10 SECOND CAUSE OF ACTION

11 33. Plaintiff realleges all preceding paragraphs and
12 incorporates them by reference into this cause of action.

13 34. Plaintiff has given notice and does hereby gives notice
14 to defendant, Ford of his revocation of acceptance of this
15 vehicle, pursuant to North Carolina General Statute 25-2-608, on
16 the basis that this vehicle has and has had such defects as to
17 substantially impair its value to the Plaintiff.

18 35. Plaintiff's original acceptance of this vehicle was
19 based on the belief that the vehicle conformed to, or pursuant to
20 the assurance of the agents and employees of the defendant, Ford
21 and Dealer, the authorized dealers, or the express warranty, the
22 vehicle would be made to conform to the contract of sale.

23 36. Since the Plaintiff has had the vehicle, the vehicle
24 has exhibited the defect or condition, or series of defects or
25 conditions, as previously alleged herein.

26 37. Ford extended to Plaintiff a written warranty that
27 formed part of the basis of the bargain and on which Plaintiff
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1 relied in purchasing the vehicle. The Dealer has not effectively
2 and lawfully disclaimed all warranties, express or implied
3 including any implied warranty of merchantability or fitness for
4 a particular purpose.

5 38. In violation of the aforesaid warranty and Section
6 25-2-311 of the North Carolina General Statutes, Ford and Dealer
7 failed or refused to repair or replace defects in Plaintiff's
8 vehicle which appeared within the time covered by the warranty or
9 which were latent defects present in the vehicle at the time
10 Plaintiff took delivery.

11 39. Defendant's warranties have failed of their essential
12 purpose and under North Carolina General Statute 25-2-
13 719(2), Plaintiff may have any remedy provided by the UCC.

14 40. It is unconscionable to limit or exclude consequential
15 or incidental damages through a warranty or warranties that fail
16 of their essential purpose and such attempt to limit damages is
17 void under North Carolina General Statute 25-2-719(3), and
18 Plaintiff is entitled to recover all consequential and incidental
19 damages.

20 41. As a direct and proximate result of the aforesaid
21 breach of written warranty, express and implied warranties of
22 merchantability and fitness for a particular purpose, Plaintiff
23 sustained the losses and damages as aforesaid.

24 THIRD CAUSE OF ACTION

25 42. Plaintiff realleges all preceding paragraphs and
26 incorporates them by reference into this cause of action.

27 43. Defendant Ford's express written repair warranty has
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1 failed of its essential purpose as heretofore alleged. Under
2 Section 25-2-314 of the North Carolina General Statutes, Ford and
3 Dealer impliedly warranted that plaintiff's vehicle would be
4 merchantable and fit for the ordinary purposes for which such
5 vehicles are used.

6 44. Plaintiff's vehicle was, in fact, unmerchantable and
7 unfit for such purposes in that the vehicle was not reasonably
8 reliable or safe and failed to retain a reasonable resale or
9 trade-in value, all because of the defects set forth above.

10 45. Because the vehicle does not provide safe, efficient
11 and reliable transportation from one place to another, the
12 Plaintiff has sustained and continue to sustain losses and
13 damages.

14 FOURTH CAUSE OF ACTION

15 46. Plaintiff realleges all preceding paragraphs and
16 incorporates them by reference into this cause of action.

17 47. Ford's failure to comply with its written warranty to
18 Plaintiff violates Section 110(d)(1) of the Magnuson-Moss
19 Warranty-Federal Trade Commission Act ("Magnuson-Moss Warranty
20 Act"), 15 USC 2310(d)(1), a direct and proximate result of which
21 is that Plaintiff has sustained the losses and damages aforesaid.

22 FIFTH CAUSE OF ACTION

23 48. Plaintiff realleges all preceding paragraphs and
24 incorporates them by reference into this cause of action.

25 49. The failure by Ford and Dealer to comply with the
26 implied warranty of merchantability violates Section 2310(d)(1)
27 of the Magnuson-Moss Warranty Act, a direct and proximate result
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1 of which is that Plaintiff has sustained the losses and damages
2 as aforesaid.

3 SIXTH CAUSE OF ACTION

4 50. Plaintiff realleges all preceding paragraphs and
5 incorporates them by reference into this cause of action.

6 51. Defendant Ford has refused to comply with Plaintiff's
7 demand for refund in violation of the N.C. Motor Vehicle's
8 Warranty Act and Motor Vehicle Dealers and Manufacturers
9 Licensing Law, North Carolina General Statutes 20-285 et. seq.

10 52. The acts of the defendant, Ford as set forth above are
11 deceitful and had a substantial tendency to deceive and did in
12 fact deceive, and the acts and practices of the defendant, Ford
13 are in or effect commerce. That the acts and practices of the
14 defendant, Ford constitute unfair and deceptive trade practices
15 in violation of North Carolina General Statutes 75-1.1 and 20-285
16 et seq.

17 SEVENTH CLAIM FOR RELIEF

18 53. That defendant Ford willfully, wantonly and maliciously
19 has violated NCGS §20-308 and NCGS §20-294(4).

20 54. That the previously alleged acts of defendant
21 constitute use of unfair methods of competition or unfair
22 deceptive acts or practices.

23 55. That the acts of the defendant Ford described herein
24 are malicious or wanton, and the court may award punitive
25 damages, attorney's fees and costs in addition to any other
26 damages under Motor Vehicle Dealers and Manufacturers Licensing
27 Law, North Carolina General Statutes 20-285 et. seq

28

1 WHEREFORE, the Plaintiff prays the Court as follows:

2 1. That pursuant to the New Motor Vehicles Warranty Act,
3 Plaintiff have and recover of defendant Ford, the following:

4 (a) The specific performance of the statute with either
5 the replacement of the defective vehicle with a comparable, new
6 vehicle without any usage or mileage deduction or the full
7 contract price including, but not limited to, charges for
8 undercoating, dealer preparation and transportation, and
9 installed options, plus the non-refundable portions of extended
10 warranties and service contracts;

11 (b) All collateral charges, including but not limited
12 to, sales tax, license and registration fees, and similar
13 government charges, and diminished value due to defect;

14 (c) Any finance charges incurred by plaintiff; said
15 amount to be computed with information from the lienholder. Upon
16 satisfaction of the lienholder's interest as it may appear, (less
17 rebates and credits due to plaintiff), said lienholder shall mark
18 the note paid in full, and plaintiff shall be free and clear of
19 any debt to the lienholder.

20 (d) Any incidental damages and monetary consequential
21 damages, including taxes, insurance, replacement costs of vehicle
22 and other damages.

23 (e) That the total amount is in excess of \$10,000.00.

24 (f) That Ford unreasonably refused to comply with
25 N.C.G.S. 20-351.2 and/or N.C.G.S. 20-351.3 and N.C.G.S. 20-285 et
26 seq. and all of the above damages shall be trebled.

27 (g) Plaintiff should be awarded attorney fees pursuant
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1 to N.C.G.S. 20-351.8 and N.C.G.S. 20-285 et seq.

2 2. That pursuant to the Uniform Commercial Code and the
3 Magnuson-Moss Warranty-Federal Trade Commission Act, and the
4 Motor Vehicle Dealers and Manufacturers Licensing Law the
5 plaintiff have and recover of the defendant, Ford.

6 (a) A sum in excess of \$10,000.00 for the purchase
7 price, punitive damages, compensatory damages together with
8 incidental expenses, plus interest at the legal rate until paid;
9 and

10 (b) That this sale be actually revoked or rescinded;
11 and any credit transaction rescinded, revoked and nullified, and
12 all payments returned to Plaintiff.

13 (c) That any recovery against Ford be trebled by the
14 court pursuant to Chapter 75 and N.C.G.S. 20-285 et seq. of the
15 NCGS;

16 (d) That counsel fees be taxed to the defendant
17 pursuant to the Magnuson-Moss Warranty Act, N.C.G.S. 20-285 et
18 seq. and to pursuant to NCGS 75-16.1;

19 3. That interest and the costs of this action be taxed to
20 the defendant; and

21 4. For such other and further relief as to the Court may
22 deem just and proper.

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By:


Marguerite E. Huggins
State Bar No. 24403
Attorney for Plaintiff
P.O. Box 2881
Durham, NC 27715
(919) 286-4204
(919) 286-2820 fax

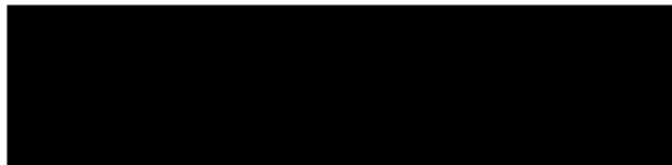
STATE OF NORTH CAROLINA

COUNTY OF WAKE

VERIFICATION

Robert Walter Young, being duly sworn, deposes and says:

That the contents of the foregoing Complaint are true to his own knowledge, except as to matters stated on information and belief, and to those matters he believes them to be true.



Sworn to and subscribed before me this

7 day of Sept, 2004.

William R. Fyfe
Notary Public
My commission expires: 2-3-07





P.O. BOX 20002 RALEIGH

NOTRANSFERRABLE MONEY SECURITY AGREEMENT

(Consumer Credit Document)



DATE MARCH 2004

2004

First Citizens Bank & Trust Company, hereinafter known as the "Bank"

CREDITORS:

("Seller")

- CROSSROADS FORD TRUCK CENTER
- 1300 DICK JONES RD
- RALEIGH NC 27604

Debtor's Account Number, Name and Address

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FUDRAY VARETA NC

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or to your behalf	The amount you will have paid when you have made all payments as scheduled	The total cost of your purchase on credit, including your down payment of \$ 3000.00
4.95 %	\$ 5532.00	\$ 41294.50	\$ 48876.50	\$ 48876.50

Your payment schedule will be:

Number of payments: 63 Amount of each payment: \$ 746.66 beginning on: APRIL 15th 2004

and payment of \$ 0.00 on: N/A day

Which payments are due: monthly, unless otherwise indicated ☐ quarterly ☐ semi-annually ☐ annually

or other: N/A

Variable Rate:

☐ If this blank is checked, this transaction has a variable interest rate. The interest rate may increase during the term of this transaction if the Consumer Index Rate of First Citizens Bank increases. The interest rate is based on the First Citizens Bank Consumer Index Rate, as said Index fluctuates from time to time, plus 5%. The interest rate is subject to change 60 days after interest begins to accrue. Therefore, the interest rate will not increase more than once every calendar month. Any increase will take the form of more payments of the same or lower amount.

Variable Rate Example: If your credit assumption were for \$40000.00 at an interest rate of 12%, repayable in 48 equal consecutive monthly installments and the rate increased to 12.5% after having paid 6 scheduled payments and stayed at that rate for the rest of the term, you would have to make one additional payment.

Security: You are giving a security interest in the goods or property being purchased.

Late Charge: If a payment is not received by the Bank within 10 days after the end of the calendar month in which it is due, you will be charged 3% of the unpaid balance of the payment past due or \$6.00, whichever is less.

Resolving Disputes: N/A

Prepayment: If you pay off early, you may have to pay a penalty.

Assumption: If the property being purchased is or will become your principal dwelling, contact your primary dwelling lender about the assumption of this obligation on its original terms.

See the rest of the Agreement (including reverse side) and any other contract documents for any additional information about assumptions, defaults, and any required prepayment in full before the scheduled date.

Cash Price (including taxes and title fees) \$ 43676.50

Trade-In:

Year & Make

Alternative \$ N/A

Owing \$ N/A

Trade-In Net \$ N/A

Cash Down Payment \$ 3000.00

Breakdown of the Amount Financed of \$ 41294.50

\$ 40876.50 Amount paid on your account (unpaid balance of cash price)

\$ 197.00 to Public Official

\$ N/A to Insurance Company (property insurance)

\$ N/A to Insurance Company

Amount paid to office on

Insurance Disclosure

Credit life insurance and/or credit life and accident & health ("A&H") insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type ☐ Credit Life ☐ Joint Premium \$ N/A☐ A & H (Borrower A only) \$ N/A

Total Premium \$ N/A

I want the insurance indicated above. I have written my age below on signature.

AOR Debtor's Signature DATE

See the text of the Agreement (including reverse side) and any other contract documents for any additional information about equipment, default, and any required payment in full before the scheduled date.

See the text of the Agreement (including reverse side) and any other contract documents for any additional information about equipment, default, and any required payment in full before the scheduled date.

See the text of the Agreement (including reverse side) and any other contract documents for any additional information about equipment, default, and any required payment in full before the scheduled date.

Net Price (including finance and title fees) \$ 43078.00

Trade-In:

Year & Make:

Amount \$ N/A

Cost \$ N/A

Trade-In Net

\$ N/A

As Down Payment

\$ 3000.00

Balance of the Amount Financed of \$ 41294.50

40878.00 Amount paid on your account (upheld balance of cash price)

197.00 to Public Official

N/A to Insurance Company

(property insurance)

N/A to Insurance Company

(collision insurance)

N/A to Insurance Company

(Credit Life under A&H)

N/A to

219.50 to CONCRETE FORM TRUCK CENTER

N/A to

N/A Additional Amount Financed

Amount paid to others on your behalf. Dealer may be requiring a portion of this amount.

Insurance Disclosure

Credit life insurance and/or credit life and accident & health ("A&H") insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type ☐ Credit Life ☐ Joint Premium \$ N/A

☐ A & H (Borrower A only) \$ N/A

Total Premium \$ N/A

I want the insurance indicated above. I have written my age beside my signature.

AGE Dealer Interest DATE

AGE Dealer Interest (other life) DATE

If property insurance is required for this transaction, you may handle it through existing policy or policies owned by you or you may obtain it through any insurer authorized to transact business in this State. If you get the insurance through this dealer, you will pay

\$ N/A for the policy period

of N/A months.

Notes to Buyer: Dealer promises to pay to the order of Seller, (1) the Amount Financed plus interest from the date hereof on the unpaid balance of the Amount Financed, less any payments received, at the Annual Percentage Rate disclosed above, which rate is subject to change if the "Variable Rate" block above is checked, until paid in full and (2) credit life and accident & health insurance premium charges, if any, which are secured on the unpaid balance of the Amount Financed, all according to the payment schedule shown above (as modified in the case of a variable rate, as disclosed above). The interest rate will not decrease below 1 percentage point below the prime rate. Dealer also promises to pay all late (as set) and any other fees provided for in this instrument and the cost of all fees paid or to be paid to public officials according to applicable law, including, but not limited to, recording and filing a security interest in any collateral securing this loan.

Buyer Agreement: As collateral for this credit transaction, undersigned hereby grants to Seller a security interest in the following described property:

If checked here, the collateral is listed and described on attached Schedule A, two-partied herein by reference.

FOR WHICH USED	MAKE	TYPE OF BODY	MODEL	SERIAL NUMBER	VIN (V/L/INDEX)	FOR CAR IF TRUCK
EM	2004	FORD TRUCK	TRK F350 4	S-9TY F-2	1FTHG3P14	
Color/Exterior:	<input type="checkbox"/> White <input type="checkbox"/> Silver <input type="checkbox"/> Black <input type="checkbox"/> Blue <input type="checkbox"/> Red <input type="checkbox"/> Green <input type="checkbox"/> Yellow <input type="checkbox"/> Other	Interior:	<input type="checkbox"/> Cloth <input type="checkbox"/> Leather <input type="checkbox"/> Other	Power:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Standing:
List additional other items sold here:						

A Note and Purchase Money Security Agreement is subject to the terms set forth on the reverse side hereof. Buyer and Seller hereby waive any other contractual security interest indicated on this instrument which they may now have in this loan.

Buyer acknowledges receipt of a copy of this document and acknowledges that it was explained prior to execution. The term "Dealer" includes each and all Dealers signing on. If indicated to a vehicle, undersigned warrants that he has never been convicted of any violation of any federal, state, or local law. All the terms and conditions on the reverse side are incorporated herein by reference. The terms of the document above are contractual terms of this Note and Agreement.

ATTACH TO CO-INSURER: You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can pay if you have to and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs which increase the amount. The bank can collect this debt from you without first trying to collect from the borrower. The bank can use the collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

At time of payment check is cashed and returned, bank may charge Dealer a service check processing fee of \$25.

CORPORATION, PARTNERSHIP, ETC., etc.

Buyer has agreed this instrument to be executed in its name by a person or persons duly authorized, and, if a corporation, to execute and to be effectuated, without having obtained the usual "SEAL" set forth below set out in its name, following it to be a valid instrument, all by authority duly given, this the date first above written.

NAME: _____ TITLE: _____
 NAME: _____ TITLE: _____
 NAME: _____ TITLE: _____

OR CORPORATION, AFFIX CORPORATE SEAL, SIGNATURE, RESOLUTION, ETC.

SEAL: _____

INDIVIDUAL

Each individual Dealer has been read and explained to him and the word "SEAL" set forth below the name in this and, following this to be a valid instrument.

NAME: _____ TITLE: _____

SEAL: _____

PURCHASER'S COPY



Consumer Affairs

PO Box 6248, MD-246-R
Denton, MI 48126 USA

August 31, 2004

■ Marguerite Higgins
Postlethwait, Higgins & Morrison
Attorneys At Law
5015 Southpark Drive, Suite 250
Durham, NC 27713

RE: [REDACTED]
2004 F-Series Super Duty
VIN: 1FTWW33P14[REDACTED]

Dear Ms. Higgins:

This letter is in response to your concern regarding the above-mentioned vehicle. Ford Motor Company has reviewed your client's claim. Unfortunately, we are unable to offer your client any assistance at this time.

Thank you for the opportunity to review this concern.

Respectfully yours,

Erica Smith
Consumer Affairs

CASE NO. 03-CI-

03C108689

JEFFERSON CIRCUIT COURT
DIVISION NO.

PLAINTIFF

V.

COMPLAINT

JEFFERSON CIRCUIT COURT
DIVISION THIRTEEN (13)

FORD MOTOR COMPANY, INC.

DEFENDANT

Serve: CT Corporation Systems
Kentucky Home Life Building
Louisville, Ky. 40202

Plaintiff, by his attorney, Nick C. Thompson, complains against the above named Defendant(s) as follows:

1. The Plaintiff is a resident of Kentucky. This is a case involving consumer litigation and jurisdiction and venue are proper in the County and the Court in which this complaint is filed. There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor does the Plaintiff know of any other civil action, between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed.

2. Defendant, Ford Motor Corporation ("Manufacturer"), is a corporation authorized to do business in the State of Kentucky and, at all times relevant hereto, was engaged in the manufacture, sale, distribution and/or importing of Ford motor vehicles and related equipment. It has designated an agent for service of process, and has registered that agent with the Secretary of State for the Commonwealth of Kentucky. The Defendant, Ford Motor Inc., is the manufacturer and seller of Ford F-250 Pickup Trucks, which is a vehicle sold throughout Kentucky and the United States through a

system of automobile dealers. Ford Motor sold through its Dealer Bill Collins Ford, a Ford F-250 Pickup Truck, on or about April 9, 2003 to the Plaintiff. The VIN#1FTNW21PX3E [REDACTED] belongs to the above mentioned vehicle.

3. Bill Collins Ford engages in the business of selling Ford Motor Inc. automobiles to consumers. Bill Collins Ford acted as agent and seller for Ford Motor Inc., and sold the vehicle, which is the subject of this litigation. Bill Collins Ford is in the primary business of selling new and used Ford Motor Inc. automobiles.

4. On or about April 2003 the Plaintiff purchased a new Ford F-250 Pickup Truck, from the dealership Bill Collins Ford, and which was manufactured, distributed and/or imported by the defendant manufacturer. Said purchase was made in reliance upon the representations, warranties, guarantees, and assertions made by the Defendant(s) including the express and implied warranties and a warranty of merchantability. In addition, the Plaintiff incurred expenses for sales tax, fees, financing charges, insurance costs, and other expenses in connection with the purchase of said automobile.

5. The Defendant Ford Motor Inc. has breached said warranties and representations in that the warranties are no longer sufficient to remedy the gross defects of said automobile; in support thereof the Plaintiff asserts that on numerous occasions after purchasing said automobile the vehicle was returned for repairs to the engine for engine failure, wiring problems, new tires, and an oil leakage. These defects include but are not limited to the safety, value and performance of said automobile. Problems began to appear shortly after the auto was purchased. The automobile was so poorly constructed as a whole and was so dangerous that the consumer was and is unable to reasonably or safely operate the car at times which required the vehicle to be out of service for more than thirty eight days (38).

6. The Plaintiffs, at the time of the purchase, paid cash for the vehicle.

7. This cause of action arises out of the defendants' negligence, misrepresentation, breaches of warranty and contract and violations of statutes, as hereinafter set forth.

8. The Plaintiff seeks damages in excess of \$4,500 Dollars and/or equitable relief. Jurisdiction is therefore properly vested in the Circuit Court of Jefferson County where the transaction took place.

COUNT I—BREACH OF WARRANTIES

9. The Plaintiff incorporates by reference all facts and allegations set forth prior in this complaint.

10. The Defendants are "merchants" with respect to motor vehicles under Kentucky Revised Statutes KRS 355.2-104.

11. The aforementioned motor vehicle purchased by Plaintiffs was subject to implied warranties of merchantability under Kentucky Revised Statutes KRS 355.2-314 and 355.2-315.

12. Defendants, to induce said sale, also made certain express warranties and representations to Plaintiffs, both orally and in writing (including but not limited to service contracts) and through their express statements warranties advertising and conduct.

13. These warranties are governed by KRS 355.2-313 and a good faith standard KRS 355.1-203.

14. Said express and implied warranties and representations included, but were not limited to, the following:

- a. said vehicle was fit for the ordinary purposes of safe, reliable and attractive transportation;
- b. said vehicle was of good, sound and merchantable quality;
- c. said vehicle was free from defective parts and workmanship;
- d. said vehicle was so engineered and designed as to function without requiring unreasonable maintenance and repairs;
- e. in the event said vehicle was not free from defective parts or workmanship as set forth above, that Defendants would repair or replace same without cost to Plaintiffs; and
- f. that any defects or non-conformities would be cured within a reasonable time and within a reasonable number of attempts.

15. Said vehicle was not as warranted and represented in that the vehicle has repeatedly broken down or malfunctioned due to defective parts and workmanship, including but not limited to the engine for engine failure, wiring problems, defective tires, an oil leakage, and such other problems and/or defects as are reflected in the various repair orders in possession of the Defendants.

16. As a result of its many defects, said vehicle cannot be reasonably relied on by Plaintiffs for the ordinary purpose of safe, comfortable, attractive and efficient transportation.

17. Plaintiffs have given Defendants reasonable opportunities to cure said defects and make the subject vehicle fit for its intended purpose but, Defendants have been unable and/or refused to do so within a reasonable time and without cost to Plaintiffs.

18. As a direct and proximate result of Defendants' various breaches of warranty, Plaintiffs have suffered damages, including but not limited to: repair costs, the cost and inconvenience of obtaining alternative transportation, wage loss, interest and sales tax, insurance, anxiety, embarrassment, anger, fear, frustration, disappointment,

worry, aggravation, inconvenience, property damages and, Plaintiffs will suffer future damages, including but not limited to, the damages herein stated, car rental, and diminished resale value of the subject vehicle, together with cost and attorney fees in attempting to obtain relief from Defendant's wrongful conduct.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above \$4,500 Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;

B. Equitable relief, including but not limited to repair of the subject vehicle and extension of the express and implied warranties and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiffs are not found to be entitled to revocation; and

C. Such other and further relief as this Court deems just.

COUNT II—REVOCATION OF ACCEPTANCE

19. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

20. Plaintiffs reasonably assumed and Defendants represented that all of the aforesaid defects or nonconformities would be cured within a reasonable time.

21. After numerous attempts by defendants to cure, it has become apparent that said nonconformities cannot be seasonably cured.

22. The nonconformities substantially impair the value of the vehicle to Plaintiffs.

23. Plaintiffs have previously notified Defendants of said non-conformities and Plaintiffs' intent to revoke acceptance pursuant to KRS 355.2-608 and demand return of the purchase price of said vehicle.

24. Defendants have nevertheless refused to accept return of the automobile and have refused to refund Plaintiffs' purchase price.

WHEREFORE, Plaintiffs pray that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle and refund Plaintiffs' purchase price, together with incidental and consequential damages, interest, costs and reasonable attorney fees.

**COUNT III—BREACH OF OBLIGATION OF GOOD
FAITH (KRS 355.1-203 ET SEQ)**

25. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

26. Pursuant to KRS 355.1-203, defendants had the duty to act in good faith with respect to the transactions set forth herein; to-wit:

Obligation of good faith imposed. Sec. 355.1-203. Every contract or duty within this act imposes an obligation of good faith in its performance or enforcement. (KRS 355.1-203.)

27. The actions of defendants as described in this complaint constitute a breach of the good faith requirement and as approximate result Plaintiffs have sustained the damages set forth herein.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above \$4,500 Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;

B. Equitable relief, including but not limited to repair of the subject vehicle and extension of the express and implied warranties and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiffs are not found to be entitled to revocation; and

C. Such other and further relief as this Court deems just.

**COUNT IV—LIABILITY UNDER MAGNUSON-MOSS
WARRANTY ACT (15 USC § 2301 ET SEQ)**

28. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

29. This Court has jurisdiction to decide claims brought under 15 USC § 2301 *et seq.*, by virtue of 15 USC § 2301(d)-(a).

30. Plaintiffs are consumers as defined in 15 USC § 2301(3).

31. Defendants are suppliers and warrantors as defined in 15 USC § 2301(4)(5).

32. The aforescribed motor vehicle is a consumer product as defined in 15 USC § 2301(6).

33. 15 USC § 2301(a)(1), requires Defendants, as warrantors, to remedy any defect, malfunction or nonconformance of the subject vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).

34. Despite repeated demands and despite the fact that Plaintiffs have complied with all reasonable terms and conditions imposed on them by Defendants, Defendants have acknowledged that they are unable to remedy within a reasonable time and without charge, the defects heretofore set forth in Count I of this Complaint.

35. As a result of Defendants' breaches of express and implied warranties as set forth in Count I of this Complaint, and Defendants' failure to remedy same within a reasonable time and without charge to Plaintiffs, Plaintiffs have suffered the damages enumerated in Count I of this Complaint.

WHEREFORE, Plaintiffs pray that this Honorable Court enter its Order requiring Defendants to accept return of the subject vehicle and refund Plaintiffs' purchase price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC § 2310(d) (2) or, in the alternative, that Plaintiffs be awarded damages in whatever amount they are found to be entitled, plus interest, costs and actual attorney fees.

COUNT V—MISREPRESENTATION

36. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

37. At all times relevant hereto, Defendants had a duty to perform repairs or cause repairs to be performed in a careful, workmanlike manner within a reasonable time, and had a further duty to disclose to Plaintiffs any defects or nonconformities which could not be cured within a reasonable time.

38. At all times relevant hereto, Defendants breached the aforesaid duty of disclosure by representing, either affirmatively or by omission, that the aforescribed

defects could be seasonably cured, when they knew, or in the exercise of reasonable care, should have known the same to be untrue.

39. Defendants further breached the aforesaid duty to disclose by representing, either affirmatively or by omission, that the subject vehicle had been properly repaired, when in fact, the vehicle had not been adequately or properly repaired.

40. Defendants made the aforesaid representations, knowing the same to be false or with reckless disregard as to whether they were true or false or, alternatively, innocently but with the intent that Plaintiffs rely on same.

41. Plaintiffs reasonably relied on Defendants' representations to their detriment, as herein before alleged.

42. Defendants benefited from Plaintiffs' reliance.

43. As a direct and proximate result of Defendants' afore-described negligence and misrepresentation, Plaintiffs have suffered the damages set forth in Count I above.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, in an amount above \$4,500 Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees.

**COUNT VI—VIOLATION OF KRS 367 ET SEQ
(KENTUCKY CONSUMER PROTECTION ACT)**

44. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

45. Plaintiffs are [REDACTED] as defined in the Kentucky Consumer Protection Act, KRS 367.110 (1).

46. The transactions complained of herein constitute "trade or commerce" as defined in the Kentucky Consumer Protection Act, KRS 367.110 (2).

47. In the course of the transactions which are the subject of this lawsuit, Defendants engaged in following conduct:

- a. making fraudulent and/or negligent representations, as herein before alleged;
- b. representing the subject vehicle to be of good, merchantable quality, free of defects, when in fact it was not;
- c. failing to adequately and properly inform Plaintiffs of their rights and remedies with respect to the transactions which are the subject of this Complaint;
- d. misrepresenting Plaintiffs' rights and remedies with respect to the transactions which are the subject of this Complaint, as hereinbefore alleged;
- e. attempting to disclaim or limit the implied warranty of merchantability and fitness for use without clearly and conspicuously disclosing same;
- f. attempting to disclaim or limit the implied warranty of merchantability and fitness for use without obtaining Plaintiffs' specific consent to the disclaimer or limitation;
- g. representing that the repairs could be performed properly.

within a reasonable time, when Defendants knew, or in the exercise of reasonable care, should have known that this was not the case;

h. refusing and/or failing to provide promised benefits, including but not limited to warranty repairs;

i. refusing and/or failing to provide promised benefits,

j. failing to reveal material facts including but not limited to the nature of the nonconformities and defects complained of herein;

k. failing to offer a refund of the purchase price of the subject vehicle in accordance with the applicable warranties;

l. failing to promptly refund Plaintiffs' money and/or restore his property to him upon his rightful revocation and cancellation of the subject transactions.

48. The above described conduct violated the Kentucky Consumer Protection Act, specifically but not limited to the following sections: KRS 367.170 and 367.220.

49. As a result of the Defendants' actions above Plaintiffs have suffered the damages hereinbefore set forth, and also are entitled to statutory damages including punitive damages and attorney fees as provided in the Kentucky Consumer Protection Act, specifically, KRS 367.220.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, as follows:

A. Money damages in whatever amount above \$4,500 Plaintiffs are found to be entitled, plus punitive damages, interest, costs and reasonable attorney fees;

B. Equitable relief including, but not limited to, rescission or reformation of the subject contract or, alternatively, repair of the subject vehicle, extension of the express and implied warranties, and service contracts which are or were applicable to the subject vehicle, in the event that Plaintiffs are not found to be entitled to rescission; and

C. Such other and further relief as this Court deems just.

**COUNT VII—VIOLATION OF KRS 367.840 *ET SEQ*
(KENTUCKY LEMON LAW)
DEFENDANT MANUFACTURER**

50. Plaintiffs incorporate by reference all heretofore mentioned facts and allegations in this Complaint.

51. The subject vehicle has been out of service because of repairs for more than thirty days and/or more than four times for the same substantial defect within one year of the date of delivery to Plaintiffs.

52. Plaintiffs have given reasonable notice and opportunity to cure as required by statute.

53. Despite demands, Defendant Manufacturer has refused to refund Plaintiffs' purchase price, together with Plaintiffs' out of pocket costs as permitted by statute.

WHEREFORE, Plaintiffs pray that this Honorable Court enter its Order requiring Defendants to refund Plaintiffs' purchase price, together with taxes, insurance premiums,

interest, costs and actual attorney fees as provided by KRS 367.840 *et seq* or, in the alternative, that Plaintiffs be awarded damages in whatever amount they are found to be entitled, plus interest, costs and actual attorney fees.

**COUNT VIII—
DEFENDANT DEALER**

54. Plaintiffs incorporate by reference all facts and allegations set forth in this complaint.

55. Defendant Dealer is a "Dealership" "Merchant" and "Seller" as defined under the UCC and the Magnuson Moss acts.

56. Under the aforesaid Acts, Defendant Dealer owes a duty to Plaintiffs and others to refrain from engaging in or attempting to engage in any method, act or practice which is unfair or deceptive and is liable for defective products.

57. Defendant Dealer breached the above duty in the following *inexhaustive* list of ways:

a. by falsely representing to Plaintiffs that the goods were fit for sale.

b. by falsely representing to Plaintiffs that the repairs to the vehicle could be completed within a reasonable time;

c. by falsely representing to Plaintiffs that the repairs had been properly completed when that was not the case;

d. by failing to complete the repairs in a timely fashion;

e. by selling defective goods and not honoring their warranties.

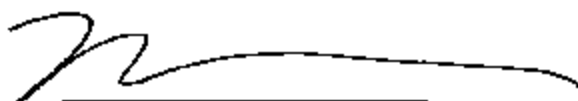
58. The above described conduct by Defendant Dealership constitutes "unfair and deceptive practices" and violates the duties of a merchant Dealer or seller of such goods.

59. The above described conduct by Defendant Dealer amounts to a willful and flagrant violation of these Acts.

60. As a result of Defendant Dealer's action above, Plaintiffs have suffered damages as set forth herein and also are entitled to statutory damages and attorney fees as provided in these acts.

WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally, in whatever amount above \$4,500 Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees.

DEMAND FOR JURY TRIAL. Plaintiffs hereby demand a jury trial in the above entitled cause.



Nick C. Thompson
1230 S Hurstbourne Lane
Liberty Center II
Suite 111
Louisville Kentucky 40222
1-502-429-0057
Respectfully submitted,
Attorney for Plaintiff

COMMONWEALTH OF KENTUCKY
JEFFERSON COUNTY CIRCUIT COURT
DIVISION OF CIRCUIT COURT
JEFFERSON COUNTY JUDICIAL CENTER
700 W JEFFERSON ST
LOUISVILLE KY 40202

CERTIFIED MAIL



C. T. CORPORATION SYSTEMS
KY. HOME LIFE BLDG.
LOUISVILLE, KY 40202

RETURN RECEIPT REQUESTED
SHOWING ADDRESS
WHERE DELIVERED

Office of the Attorney General



RECEIVED
MAR 04 2004

Request for Arbitration
by the
Florida New Motor Vehicle
Arbitration Board

For Office Use Only

Indicate Date:

Filed (DCS) 2-24-04
Ineligible _____
Returned _____
Rejected _____
Withdrawn _____
Referred to AC FEB 28 2004
Approved MAR 1 2004
AG Case # 2004-0181/WPE

I. Consumer Information

1. Purchaser/Lessee Name(s): _____
2. Street Address: _____
Mailing Address (if different): _____
City: LOXAHATCHEE State: FL Zip Code: _____
3. Home Phone: _____ Best Time to Call: AFTER 4:00 P.M.
Daytime Phone: _____ For Whom? _____
Cell Phone: _____ or Whom? _____
Fax: _____ E-Mail: _____

II. Selling Dealer, Financing, and Leasing Information

4. Dealer Name: MARCO FORD
Address: 1333 N. FEDERAL HWY
City: FT. LAUDERDALE State: FL Zip Code: 33304
Lessor, bank, or lending institution to which monthly payments are made:
FORD MOTOR CREDIT
Address: P.O. BOX 3111
City: TAMPA State: FL Zip Code: 33631-3111

III. Relief Requested (Check one only)

5. If successful, I prefer to receive: ☒ A refund
☐ A replacement vehicle

RECEIVED

FEB 24 2004

DEPARTMENT OF CONSUMER SERVICES
LAW ENFORCEMENT

IV. Vehicle Information

6. Vehicle Type Car ☐ Truck ☒ Van ☐ Sport Utility ☐
7. If a truck: 10,000 lbs. or less gross vehicle weight Yes ☒ No ☐
8. Manufacturer: FORD
(GM, Ford, Chrysler, Toyota, etc.)
9. Make: FORD Model: F-250 Year: 2003
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)
10. Vehicle Identification Number (VIN):
1 F T N X 2 1 P 3 3 E XXXXXXXXXX
(This is a 17-character identifier usually consisting of letters and numerals that is listed on your vehicle registration.)
11. If a conversion vehicle, give the name of the company who performed the conversion, if known:

(Explorer Vans, Mark III, Sherrod, etc. Attach a copy of the warranty.)
- a. Was the conversion work performed prior to your purchase? Yes ☐ No ☐
- b. If after your purchase, was the conversion work performed through the dealership as an option, referral or part of the sale? Yes ☐ No ☐
12. Date you took delivery of the vehicle 3/13/03
Mileage on the odometer on the date of delivery 18 Current mileage: 28,600
13. Was the vehicle: Purchased ☒ Leased ☐
In Florida? Yes ☒ No ☐
As (check one): New ☒ Demonstrator ☐ Used ☐
14. If leased, for a term of one year or more? Yes ☐ No ☐
15. Do you still own or possess the vehicle? Yes ☒ No ☐
16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original delivery? Yes ☐ No ☐
- a. If yes, complete the following
Original owner's name: _____
State where vehicle was originally purchased: _____
Actual date of delivery to original owner: _____

V. Information Regarding Problem(s) with Vehicle

NOTICE: You must provide proof at the hearing of answers given in this section.

17. List each problem (other than routine maintenance and minor warranty repairs), that was first reported to the authorized service agent (dealer) within 24 months after the date of delivery, and that you claim substantially impairs the use, value or safety of the vehicle. Give the dates of three repair attempts that took place before the date written notification was sent to the manufacturer. If a substantial problem had less than three repairs before notification, list it and the repair date(s). Attach a separate sheet if necessary.

Do not list the same problem twice. Please attach copies of all relevant repair orders.

Problem	Date 1	Date 2	Date 3
1. <u>ENGINE STALLING / SHUT DOWN</u>	<u>4/17/03</u>	<u>7/14/03</u>	<u>7/21/03</u>
2. <u>ENGINE NO POWER</u>	<u>4/17/03</u>	<u>7/14/03</u>	<u>7/21/03</u>
3. <u>ENGINE ROUGH IDLES</u>	<u>4/17/03</u>	<u>7/14/03</u>	<u>7/21/03</u>
4. <u>EMISSION SYSTEM (TEARLESS SMEL)</u>	<u>4/17/03</u>	<u>7/14/03</u>	<u>7/21/03</u>
5. <u>TRANSMISSION - BROKEN FITTING (LOST FLUID)</u>	<u>3/4/03</u>		
6. <u>RUST ON ROOF</u>	<u>4/17/03</u>	<u>7/14/03</u>	<u>7/21/03</u>

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the same problem(s)?

Yes ☒ No ☐

If yes, date the manufacturer received notification: _____

- a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts?

Yes ☐ No ☐

If yes, date the conversion company received the notification: _____

Attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer and/or conversion company received the notification.

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)?

Yes ☒ No ☐

If yes, on what date(s)? FROM 1-23-04 THRU 1-29-04

If no, explain why: _____

(Attach copies of all relevant work orders.)

20. Does the problem(s) still exist?

Yes ☒ No ☐

If no, explain why: _____

21. Was the vehicle out of service for repair of one or more of the problems described in Question 17 for a cumulative total of 30 or more calendar days? Yes ☐ No ☒

If yes, how many days? _____

Did you notify the manufacturer (not the dealer) identified in Question 8 and, if applicable, the conversion company identified in Question 11 in writing after 15 or more days out of service? Yes ☒ No ☐

If yes, date(s) the manufacturer and/or conversion company received notification: on 11/19/03, 12/24/03,

Manufacturer: Ford Conversion Company: _____

If no, explain why: _____

22. Following receipt of the notification, did the manufacturer, conversion company or authorized service agent (the dealer) have the opportunity to inspect or repair the vehicle? Yes ☒ No ☐

If no, explain why: _____

23. Is the problem(s) about which you are complaining the result of an accident, abuse, neglect, modification or alteration by someone other than the manufacturer, conversion company or an authorized service agent (the dealer)? Yes ☐ No ☒

VI. Participation in Certified Manufacturer Program

24. Did you participate in a state-certified manufacturer's informal dispute settlement program? Yes ☐ No ☒

If yes, what was the name of the program? _____
(BBB/AUTOLINE, etc.)

Date the program received your claim: _____

Date of your hearing (if applicable): _____ Mileage: _____

Did that program render a decision? Yes ☐ No ☐

If no, explain why: _____

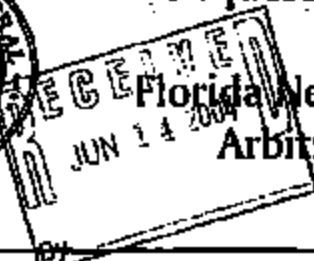
If yes, were you satisfied with the decision of the program? Yes ☐ No ☐

Date of final decision or action: _____

You must attach copies of: your claim, postal receipt or letter from the program acknowledging receipt, and the decision of the program, if applicable.

Office of the Attorney General

Request for Arbitration
by the
Florida New Motor Vehicle
Arbitration Board



0400-10161/TR

For Office Use Only

Indicate Date:

Filed (DCS)

5-4-04

Ineligible

5-5-04

Returned

5-25-04

Rejected

Withdrawn

Referred to AG

JUN 8 2004

Approved

JUN 8 2004

AG Case #

2004-0478/JAK

I. Consumer Information

Timothy C. Beasley

1. Purchaser/Lessee Name(s): [REDACTED]
2. Street Address: [REDACTED]
- Mailing Address (if different): [REDACTED]
- City: Jacksonville State: Florida Zip Code: [REDACTED]
3. Home Phone: () Best Time to Call: [REDACTED]
- Daytime Phone: [REDACTED] For Whom? [REDACTED]
- Cell Phone: [REDACTED] For Whom? [REDACTED]
- Fax: [REDACTED] E-Mail: [REDACTED]

II. Selling Dealer, Financing, and Leasing Information

4. Dealer Name: Mike Shad Ford of Orange Park
- Address: 7700 Blanding Boulevard
- City: Jacksonville State: Florida Zip Code: 32244
- Lessor, bank, or lending institution to which monthly payments are made:
- Ford Motor Credit
- Address: Post Office Box 105697
- City: Atlanta State: Georgia Zip Code: 31145

III. Relief Requested (Check one only)

5. If successful, I prefer to receive: ☐ A refund
- ☒ A replacement vehicle

RECEIVED

MAY 04 2004

DIVISION OF CONSUMER SERVICES
LEMON LAY

IV. Vehicle Information

6. Vehicle Type Car ☐ Truck ☒ Van ☐ Sport Utility ☐

7. If a truck: 10,000 lbs. or less gross vehicle weight Yes ☒ No ☐

8. Manufacturer: Ford
(GM, Ford, Chrysler, Toyota, etc.)

9. Make: 2003 Model: F-550 - Truck Year: 2003
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)

10. Vehicle Identification Number (VIN):

1 F D A W 5 7 P 4 3 E
(This is a 17-character identifier usually consisting of letters and numerals that is listed on your vehicle registration.)

11. If a conversion vehicle, give the name of the company who performed the conversion, if known:

Not Applicable

(Explorer Vans, Mark III, Sherrod, etc. Attach a copy of the warranty.)

- a. Was the conversion work performed prior to your purchase? Yes ☐ No ☐
b. If after your purchase, was the conversion work performed through the dealership as an option, referral or part of the sale? Yes ☐ No ☐

12. Date you took delivery of the vehicle February 28, 2003

Mileage on the odometer on the date of delivery 221 Current mileage: 24,356

13. Was the vehicle: Purchased ☒ Leased ☐

In Florida? Yes ☒ No ☐

As (check one): New ☒ Demonstrator ☐ Used ☐

14. If leased, for a term of one year or more? Yes ☐ No ☐

15. Do you still own or possess the vehicle? Yes ☒ No ☐

16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original delivery? Yes ☒ No ☐

a. If yes, complete the following

Original owner's name: _____

State where vehicle was originally purchased: _____

Actual date of delivery to original owner: _____

V. Information Regarding Problem(s) with Vehicle

NOTICE: You must provide proof at the hearing of answers given in this section.

17. List each problem (other than routine maintenance and minor warranty repairs), that was first reported to the authorized service agent (dealer) within 24 months after the date of delivery, and that you claim substantially impairs the use, value or safety of the vehicle. Give the dates of three repair attempts that took place before the date written notification was sent to the manufacturer. If a substantial problem had less than three repairs before notification, list it and the repair date(s). Attach a separate sheet if necessary.

Do not list the same problem twice. Please attach copies of all relevant repair orders.

Problem	Date 1	Date 2	Date 3
1. CS running like on 7 CLC/Leak fuel in oil...	6/09/03	9/30/03	
2. CS engine seems to lose power	9/30/03		
3. CS when towing will not go over 15 mph	1/08/04		
4. CS stalled & will not start.			
5. Oil & check valve stuck & scored front cover	1/15/04		
6.			

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the same problem(s)?

Yes ☐ No ☒

If yes, date the manufacturer received notification: Not Applicable

- a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts?

N/A Yes ☐ No ☐

If yes, date the conversion company received the notification: _____

Attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer and/or conversion company received the notification.

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)?

Yes ☐ No ☐

If yes, on what date(s)? Not Applicable

If no, explain why: _____

(Attach copies of all relevant work orders.)

20. Does the problem(s) still exist?

Yes ☒ No ☐

If no, explain why: _____

21. Was the vehicle out of service for repair of one or more of the problems described in Question 17 for a cumulative total of 30 or more calendar days? Yes ☒ No ☐

If yes, how many days? 30+

Did you notify the manufacturer (not the dealer) identified in Question 8 and, if applicable, the conversion company identified in Question 11 in writing after 15 or more days out of service? N/A Yes ☐ No ☐

If yes, date(s) the manufacturer and/or conversion company received notification:

Manufacturer: _____ Conversion Company: _____

If no, explain why: _____

22. Following receipt of the notification, did the manufacturer, conversion company or authorized service agent (the dealer) have the opportunity to inspect or repair the vehicle? Yes ☐ No ☐

If no, explain why: Not Applicable

23. Is the problem(s) about which you are complaining the result of an accident, abuse, neglect, modification or alteration by someone other than the manufacturer, conversion company or an authorized service agent (the dealer)? Yes ☐ No ☒

VI. Participation in Certified Manufacturer Program

24. Did you participate in a state-certified manufacturer's informal dispute settlement program? Yes ☐ No ☒

If yes, what was the name of the program? Not Applicable
(BBB/AUTOLINE, etc.)

Date the program received your claim Not Applicable

Date of your hearing (if applicable) Not Applicable Mileage _____

Did that program render a decision? Yes ☐ No ☐

If no, explain why: Not Applicable

If yes, were you satisfied with the decision of the program? Yes ☐ No ☐

Date of final decision or action? Not Applicable

You must attach copies of: your claim, postal receipt or letter from the program acknowledging receipt, and the decision of the program, if applicable.



Office of the Attorney General

CC John 10/12
RECEIVED
OCT 12 2004

Request for Arbitration
by the
Florida New Motor Vehicle
Arbitration Board

0410-25080/WJF
For Office Use Only

Indicate Date:

Filed (DCS)

9-28/04

Ineligible

Returned

Rejected

Withdrawn

Referred to AG

OCT 05 2004

Approved

OCT 06 2004

AG Case #

2004-0801/STP

I. Consumer Information

1. Purchaser/Lessee Name(s):

2. Street Address:

Mailing Address (if different):

City:

Melbourne City

State:

FL

Zip Code:

3. Home Phone:

Best Time to Call:

Daytime Phone: ()

Seven

For Whom?

Cell Phone:

For Whom?

Fax:

E-Mail:

II. Selling Dealer, Financing, and Lending Information

4. Dealer Name:

Desto Auto Sales Arcadia

Address:

3039 S.E. Highway 70

City:

Arcadia

State:

FL

Zip Code:

34257

Lessor, bank, or lending institution to which monthly payments are made:

SunTrust Bank

Address:

P.O. Box 85160

City:

Richmond

State:

VA

Zip Code:

23285-5160

III. Relief Requested (Check one only)

5. If successful, I prefer to receive:

☒ A refund

☐ A replacement vehicle

RECEIVED

SEP 28 2004

DIVISION OF CONSUMER SERVICES
LUNCH LANE

IV. Vehicle Information

6. Vehicle Type: Car ☐ Truck ☒ Van ☐ Sport Utility ☐
7. If a truck: 10,000 lbs. or less gross vehicle weight Yes ☐ No ☐
8. Manufacturer: Ford
(GM, Ford, Chrysler, Toyota, etc.)
9. Make: F-350 4WD Model: Crew Cab Year: 2004
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)
10. Vehicle Identification Number (VIN):
1E1WW33PX4E XXXXXXXXXX
(This is a 17-character identifier usually consisting of letters and numbers that is used on your vehicle registration.)
11. If a conversion vehicle, give the name of the company who performed the conversion, if known:
FORD MOTOR COMPANY
(Explorer Vans, Mark III, Sherotti, etc. Attach a copy of the warranty.)
- a. Was the conversion work performed prior to your purchase? Yes ☐ No ☐
- b. If after your purchase, was the conversion work performed through the dealership as an option, referral or part of the sale? Yes ☐ No ☐
12. Date you took delivery of the vehicle: MAY 13, 04
Mileage on the odometer on the date of delivery: 75 Current mileage: 40,000
13. Was the vehicle: Purchased ☒ Leased ☐
In Florida? Yes ☒ No ☐
As (check one): New ☒ Demonstrator ☐ Used ☐
14. If leased, for a term of one year or more? Yes ☐ No ☐
15. Do you still own or possess the vehicle? Yes ☒ No ☐
16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original delivery? Yes ☐ No ☐
- a. If yes, complete the following
Original owner's name: _____
State where vehicle was originally purchased: _____
Actual date of delivery to original owner: _____

PEB4-070 0845

V. Information Regarding Problem(s) with Vehicle

NOTICE: You must provide proof of the hearing of answers given in this section.

17. List each problem (other than routine maintenance and minor warranty repairs), that was first reported to the authorized service agent (dealer) within 24 months after the date of delivery, and that you claim substantially impairs the use, value or safety of the vehicle. Give the dates of three repair attempts that took place before the date written notification was sent to the manufacturer. If a substantial problem had less than three repairs before notification, list it and the repair date(s). Attach a separate sheet if necessary.

Do not list the same problem twice. Please attach copies of all relevant repair orders.

Problem	Date 1	Date 2	Date 3	Date 4
1. <u>Engine Jumping + Seeks + Starts</u>	<u>6/10/04</u>	<u>6/21/04</u>	<u>7/15/04</u>	<u>7/24/04</u>
2. <u>Seems STILL NOT fixed</u>	<u>6/10/04</u>			
3. <u>Seems</u>				
4. _____				
5. _____				
6. _____				

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the same problem(s)?

Yes ☒ No ☐

If yes, date the manufacturer received notification:

First Time 7-20-04
Second Time 9-1-04

- a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts?

Yes ☒ No ☐

If yes, date the conversion company received the notification: _____

Attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer and/or conversion company received the notification.

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)?

Yes ☐ No ☒

If yes, on what date(s)? _____

If no, explain why: _____

The dealership refusing because of US sales papers.

Notify Ford Motor 2 times about this and haven't answered
(Attach copies of all relevant work orders.)

20. Does the problem(s) still exist?

Yes ☒ No ☐

If no, explain why: _____

21. Was the vehicle out of service for repair of one or more of the problems described in Question 17 for a cumulative total of 30 or more calendar days? Yes ☒ No ☐

If yes, how many days? 35

Did you notify the manufacturer (not the dealer) identified in Question 8 and, if applicable, the conversion company identified in Question 11 in writing after 15 or more days out of service? Yes ☐ No ☐

If yes, date(s) the manufacturer and/or conversion company received notification:

Manufacturer: _____ Conversion Company: _____

If no, explain why: _____

22. Following receipt of the notification, did the manufacturer, conversion company or authorized service agent (the dealer) have the opportunity to inspect or repair the vehicle? Yes ☒ No ☐

If no, explain why: _____

23. Is the problem(s) about which you are complaining the result of an accident, abuse, neglect, modification or alteration by someone other than the manufacturer, conversion company or an authorized service agent (the dealer)? Yes ☐ No ☒

VI. Participation In Certified Manufacturer Program

24. Did you participate in a state-certified manufacturer's informal dispute settlement program? Yes ☒ No ☐

If yes, what was the name of the program? _____
(BBB/AUTOLINE, etc.)

Date the program received your claim _____

Date of your hearing (if applicable) _____ Mileage 39580

Did that program render a decision? Yes ☐ No ☒

If no, explain why: Waiting for 40 days

If yes, were you satisfied with the decision of the program? Yes ☐ No ☐

Date of final decision or action? _____

You must attach copies of: your claim, postal receipt or letter from the program acknowledging receipt, and the decision of the program, if applicable.

NUMBER: [REDACTED]

VS.

FORD MOTOR COMPANY

IN THE DISTRICT COURT

____ JUDICIAL DISTRICT

COUNTY OF LLANO

STATE OF TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW INTO COURT, through undersigned counsel, comes Plaintiffs, [REDACTED]

[REDACTED] who now petitions this Honorable Court as follows:

I. PARTIES

Plaintiffs are individuals residing in Llano, State of Texas.

Defendant, FORD MOTOR COMPANY, hereinafter "FORD," a corporation authorized to do and doing business in the State of Texas whose agent of service is C.T. Corporation System, 350 N. St. Paul Street, Dallas, TX 75201.

II. VENUE

Venue is proper in Llano County, State of Texas pursuant to Section 15.002 of the Civil Practice and Remedies Code.

III. DISCOVERY

Plaintiffs intend for discovery to be level II.

DEBBIE HONG
CLERK DISTRICT COURT, LLANO COUNTY, TEXAS
FILED
SEP 14 2004
AT 9:45 O'CLOCK A.M.
BY [Signature] DEPUTY

IV. STATEMENT OF FACTS

On or about December 31, 2003, Plaintiffs, [REDACTED] entered into a motor vehicle purchase contract for the purchase of a 2004 FORD F-250, VIN 1FTNW21P04E [REDACTED] (hereinafter referred to as the "F-250" or the "vehicle"). The purchase price was approximately \$41,389.70.

Defendant, FORD, is the manufacturer and assembler of this vehicle.

Plaintiffs' vehicle was accompanied by express warranties offered by Defendants and extending to Plaintiffs. These warranties were part of the basis of the bargain of Plaintiffs' contract for purchase of the vehicle.

In fact, when delivered, the vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods. Within the first month after purchase, Plaintiffs began experiencing defective conditions with the F-250's transmission. Said defects substantially impaired the use, value, and/or safety of the F-250. Many defective conditions have occurred since purchase, including, but not limited to:

- (1) Defective transmission;
- (2) Engine problems; and
- (3) Other defects identified in the repair orders or discovery through formal discovery.

Since purchase, Plaintiffs' F-250 has been in the repair shop eight (8) times and it has approximately 13,000 miles.

V. DECEPTIVE TRADE PRACTICES

Plaintiffs would show that Defendant engaged in certain false, misleading and deceptive acts, practices and/or omissions actionable under the Texas Deceptive Trade Practices - Consumer Protection Act (Texas Business and Commerce Code, Chapter 17.41, et seq.)

Defendant engaged in an "unconscionable action or course of action" to the detriment of Plaintiffs as that term is defined by Section 17.45(5) of the Texas Business and Commerce Code, by taking advantage of the lack of knowledge, ability, experience, or capacity of Plaintiffs to grossly unfair degree.

Defendant violated Section 17.48(b) of the Texas Business and Commerce Code, in that the Defendant:

- (A) represented that goods or services are of a particular standard, quality, or grade, or that good are of a particular style or model, if they are of another;
- (B) represented that a guarantee or warranty confers or involves rights or remedies which it does not have or involve;
- (C) failed to disclose information concerning goods or services which was known at the time of the transaction with the intention to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;
- (D) the implied warranty of good and workmanlike performance; and
- (E) the implied warranty of merchantability.

Plaintiffs further show that the acts, practices, and/or omissions complained of were the producing cause of Plaintiffs damages more fully described herein below.

Plaintiffs further shows that the acts, practices, and/or omissions complained of under Section 17.46(b) of the Texas Business and Commerce Code were relied upon by Plaintiffs to Plaintiffs' detriment.

Plaintiffs have simultaneously sent the written notice, as required by Section 17.505, Texas Business and Commerce Code, and complied with all conditions precedent to the filing of this lawsuit.

VI. BREACH OF EXPRESS WARRANTIES

Defendant's advertisements and statements in written promotional and other materials contained broad claims amounting to a warranty that Plaintiffs' F-250 or those similarly situated were free from inherent risk of failure or latent defects. In addition, the Defendant issued an expressed written warranty which covered the F-250 and warranted that the F-250 was free of defects in materials and work quality at the time of delivery.

As alleged above, the Defendant breached its warranties by offering for sale, and selling as safe to Plaintiffs, a vehicle that was latently defective, unsafe, and likely to cause economic loss to Plaintiffs.

In breach of the foregoing warranties, the Defendant has failed to correct said defects.

The damages Plaintiffs have suffered are a direct and proximate result of Defendant's actions in this matter include but are not limited to costs of repair, expenses associated with returning the vehicle for repeated repair attempts, loss of

wages, loss of use, damages, and attorney fees.

VII. BREACH OF IMPLIED WARRANTIES

Defendant impliedly warranted that Plaintiffs' F-250, which it designed, manufactured, and sold, were merchantable and fit and safe for their ordinary use, not otherwise injurious to consumers, and would come with adequate safety warnings.

Any purported limitation of the duration of the implied warranties contained in the written warranties given by Defendant is unreasonable and unconscionable and void under the principles of estoppel, because Defendant knew the defects existed and might not be discovered, if at all, until the F-250 had been driven for a period longer than the period of the written warranty, and Defendant willfully withheld information about the defects from Plaintiffs.

Because of their disclosed defects, Plaintiffs' F-250 is unsafe and unfit for use and has caused economic loss to the Plaintiffs. Therefore, the Defendant breached the implied warranty of merchantability.

As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiffs are entitled to damages.

VIII. NEGLIGENCE AND NEGLIGENT MISREPRESENTATION

Defendant had a duty to Plaintiffs to provide a product reasonably safe in design and manufacture, warn of dangerous defects, disclose adverse material facts when making representations of fact to Plaintiffs, and correct products which are defective.

Defendant breached its duty of reasonable care and duty to disclose material

adverse facts to Plaintiffs by the following acts and omissions:

- (1) failure to design and manufacture a vehicle that did not harbor the defects alleged herein;
- (2) failure to notify Plaintiffs of the dangerous and defective condition of the F-250 when Defendants knew or should have known of the dangerous and defective condition;
- (3) failure to fulfill its duty to disclose the material adverse facts as set forth above and otherwise failing to exercise due care under the circumstances; and
- (4) failure to repair the F-250 in accordance with the express and implied warranties.

As a direct and proximate result of Defendant's breach of their duty of reasonable care and duty to disclose material adverse facts, Plaintiffs have suffered reasonably and especially foreseeable damages in an amount to be proven at trial.

IX. BREACH OF CONTRACT

Plaintiffs would show that the actions and/or omissions of Defendant described herein above constitute breach of contract, which proximately caused the direct and consequential damages to Plaintiffs described herein below, and for which Plaintiffs hereby sues.

X. ECONOMIC AND ACTUAL DAMAGES

Plaintiffs sustained the following economic and actual damages as a result of the actions and/or omissions of Defendant described herein above:

- (A) Out of pocket expenses, including but not limited to the money paid towards the note securing the vehicle;
- (B) Loss of use;

- (C) Loss of the "benefit of the bargain";
- (D) Diminished or reduced market value; and
- (E) Costs of repairs.

XI. DAMAGES FOR MENTAL ANGUISH

Plaintiffs would further show false, misleading and deceptive acts, practices and/or omissions described herein above were committed "know ingly," as provided by Section 17.46(9) of the Texas Business and Commerce Code, in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

As a result of such acts, practices and /or omissions, Plaintiffs sustained a high degree of mental pain and distress of such nature, duration and severity that would permit the recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and Commerce Code, and for which Plaintiffs hereby sues in an amount in excess of the minimum jurisdictional limits of this Court.

XII. MULTIPLE DAMAGES

As alleged herein above, Plaintiffs would show that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendant had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

Plaintiffs further aver that such acts, practices, and/or omissions were committed "intentionally" in that Defendant specifically intended that Plaintiffs act in

- costs of court, and
- such other and further relief to which the Plaintiffs may be entitled at law or in equity, whether pled or unpled.


RESPECTFULLY SUBMITTED;

RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
110 E. Kaliste Saloom Road
Suite 101
Lafayette, Louisiana 70508
Telephone (337) 262-0700
Facsimile (337) 262-0679
State Bar Roll No. 24033539

IN THE SUPERIOR COURT
MARION COUNTY, INDIANA

[REDACTED]

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendants.

Cause No.

4900203 1 1PL 001931

FILED

NOV 10 2003

James H. [Signature]
CLERK OF THE
MARION CIRCUIT COURT

COMPLAINT AT LAW

[REDACTED] a corporation, complaining of the Defendants, states
as follows:

ALLEGATIONS COMMON TO ALL COUNTS

I. The Parties and Jurisdictions

1. [REDACTED] is a corporation organized and existing under the laws of the State of Illinois with its principal offices at [REDACTED] Chicago, Illinois. [REDACTED] is engaged in the business as a professional law firm concentrating its practice in areas of consumer protection, including breach of warranty and consumer fraud litigation and arbitration. A substantial portion of the practice of [REDACTED] relates to the representation of consumers in claims against the manufactures and distributors of automobiles under the Magnuson-Moss Warranty Act (15 U.S.Ct. 2301 et seq.) and under the various so called "lemon laws" of the State of Illinois and other jurisdictions.

2. Adam J. Krohn and Gregory H. Moss are attorneys at law and are the founding partners of [REDACTED] and [REDACTED] is an associate attorney with [REDACTED]

3. Defendant, FORD MOTOR COMPANY ("FORD"), is a foreign corporation licensed to and doing business in the State of Indiana. FORD is a distributor of automobiles that are sold through authorized retail centers.

4. The occurrences which give rise to this cause of action occurred in Marion County, Indiana.

II. The Contract Between [REDACTED]

5. On or about July 7, 2003, [REDACTED] purchased from Ray Skillman Discount Ford, Inc. ("Ray Skillman"), an authorized dealer of new Ford automobiles, a 2003 Ford F-250. [REDACTED] claimed that the vehicle he purchased was defective and nonconforming, including, chronic defects in the engine as evidenced by stalling, the intermittent illumination of the check engine light, a no-start condition, dying out, no power on acceleration, and poor gas mileage. [REDACTED] claimed that the defects continued notwithstanding numerous attempts of the seller to repair the vehicle.

6. On or before October 6, 2003 [REDACTED] retained [REDACTED] to prosecute on his behalf a claim against FORD under the Federal Magnuson-Moss Warranty Act with respect to the vehicle she purchased from Ray Skillman.

7. As part of their agreement, [REDACTED] and [REDACTED] agreed that the services of [REDACTED] would be contingent upon [REDACTED] successfully obtaining relief on behalf of [REDACTED] through settlement or litigation, and that [REDACTED] would look to the manufacturer, seller or distributor of the vehicle for the payment of any fees due or becoming due [REDACTED] pursuant to the fee-shifting provision of the Magnuson-Moss Warranty Act and/or Indiana Motor Vehicle Protection Act.

III. Notice by [REDACTED] to Defendants of Their Conduct With [REDACTED]

8. On October 6, 2003, John D. Barker caused a letter to be sent to FORD advising FORD that [REDACTED] had been retained by [REDACTED] in connection with her claim for defects in the vehicle she had purchased from Ray Skillman. The letter, a copy of which is attached hereto as Exhibit A, provided in part.

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

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

9. On October 9, 2003, John D. Barker applied to FORD's Dispute Settlement Board ("DSB") on behalf of [REDACTED] where Mr. Barker on behalf of [REDACTED] instructed "NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES, AND TO DIRECT ALL INQUIRIES TO THIS OFFICE." (See copy of [REDACTED] application to Ford's Dispute Settlement Board attached hereto as Exhibit "B").

10. On October 24, 2003, the DSB wrote [REDACTED] indicating that the DSB had been advised that [REDACTED] had accepted a vehicle replacement as a resolution to his claims. (See copy of letter from Ford's DSB attached hereto as Exhibit "C"). Given that [REDACTED] was unaware that any resolution had been reached at the time of the DSB's letter, FORD is the only party that could have advised the DSB of the resolution. In order for FORD to be aware of [REDACTED] claim with the DSB, FORD would also have to have been aware of [REDACTED] representation of [REDACTED]

COUNT I
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS OF [REDACTED]

11. [REDACTED] repeats and realleges Paragraphs 1 to 10.

12. On or about October 23, 2003, but after [REDACTED] had notified FORD of its representation of [REDACTED] [REDACTED] visited Ray Skillman to check on the status of the subject vehicle as the subject vehicle had been out of service at Ray Skillman for approximately (30) consecutive days due to the abovementioned defects. While at Ray Skillman, [REDACTED] was approached by Donna Edgar ("Edgar"), a FORD authorized employee.

13. Edgar approached [REDACTED] after [REDACTED] had notified FORD of its representation of [REDACTED] and Edgar approached [REDACTED] in an effort to directly negotiate a settlement of [REDACTED] claims. (See copy of FORD's settlement offer to [REDACTED] attached hereto as Exhibit "D").

14. During the aforesaid direct communication, Edgar communicated to [REDACTED] an offer from FORD to replace [REDACTED] 2003 Ford F-250 vehicle with a new 2003 Ford F-250.

15. Edgar induced [REDACTED] to accept FORD's offer by presenting [REDACTED] with the keys to a brand new 2003 Ford F-250 knowing that [REDACTED] had been without his subject vehicle for over a month due to the defects in the subject vehicle and FORD's ongoing repair attempts. As such, [REDACTED] accepted Edgar's offer of a replacement vehicle. (See Copy of the signed acceptance dated October 23, 2003 attached hereto as Exhibit "D").

16. At no time prior to October 23, 2003, the date on which [REDACTED] signed the offer, did FORD or Edgar provide a copy of the [REDACTED] replacement offer to [REDACTED] for its review. The Defendants presented FORD's replacement offer directly to [REDACTED] without notice to [REDACTED] for the express purpose of inducing [REDACTED] to terminate his attorney client relationship with [REDACTED] and for the express purpose of obtaining [REDACTED] consent to the settlement without having to pay outstanding attorney's fees to [REDACTED]

17. Likewise, at no time prior to obtaining [REDACTED] signature on the replacement offer, did Defendants advise [REDACTED] who were, at the time still counsel of record for [REDACTED] that the replacement offer had been presented to [REDACTED] or that FORD would be requesting his signature thereon.

18. At all times relevant hereto FORD and Edgar knew of the existing attorney and client business relationship between [REDACTED]

19. In addition, over the preceding seven years, FORD was familiar with [REDACTED] and the nature of its practice as [REDACTED] and FORD have engaged in hundreds of claims similar to [REDACTED] claims.

20. The aforesaid conduct of the Defendants was and is intentional and was and is performed for the purpose of inducing [REDACTED] to terminate his business relationship with [REDACTED]

21. The conduct of the Defendants, in fact, did cause [REDACTED] to constructively end her business relationship with [REDACTED] as evidenced by his entering into direct negotiation with FORD and approving a settlement of his claim against FORD without making any arrangements for the payment of the fees then due [REDACTED]

22. The conduct of the Defendants, and each of them, is malicious and in violation of the public policy of the State of Indiana. Defendants' conduct prevents consumers, who have experienced problems with their vehicles and have potential warranty claims, from having effective representation of counsel. The conduct of Defendants, and each of them, undermines the congressional intent embodied in the fee shifting provisions of the Magnuson-Moss Warranty Act and the Indiana Motor Vehicle Protection Act that consumers should have full access to legal assistance in order to vindicate their warranty rights accorded by law.

23. The conduct of the Defendants in violation of public policy will continue in the absence of an award of substantial punitive damages in such amounts as sufficient to discourage Defendants and those similarly situated from engaging in such unlawful conduct in the future.

24. [REDACTED] expended approximately 8.5 hours of attorney time at an average approximate rate of \$175.00 per hour in connection with the claim of [REDACTED] for which they have not been paid.

WHEREFORE, [REDACTED] prays as follows:

1. That [REDACTED] be awarded actual damages of \$1,500.
2. That [REDACTED] be awarded a judgment against Defendants for punitive damages in an amount to be determined by the trier of fact.
3. For such other relief and further relief as the Court deems just.

COUNT II
TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY

In the alternative, and without prejudice to the claims asserted in Count I hereof, [REDACTED] alleges, as follows:

25. [REDACTED] alleges Paragraph 1 to 24 of Count I as Paragraphs 1 to 24 of Count II.
26. [REDACTED] had a reasonable expectation that its business relationship with [REDACTED] would continue until [REDACTED] claim was resolved by trial of the [REDACTED] lawsuit or by settlement.
27. [REDACTED] had a reasonable expectation that it would, as part of the judgment in the [REDACTED] lawsuit or as part of the approved settlement thereof, be paid its attorney's fees and costs incurred in the prosecution of [REDACTED] claim against FORD.

28. The unlawful and willful conduct of the Defendant, and each of them, caused and directly resulted in [REDACTED] not realizing the reasonably anticipated gains and profits which normally result from its business relationship with [REDACTED]

WHEREFORE, [REDACTED] prays as follows:

1. That [REDACTED] be awarded actual damages of \$1,500.00.
2. That [REDACTED] be awarded a judgment against Defendants for punitive damages in an amount to be determined by the trier of fact.
3. For such other relief and further relief as the Court deems just.

KROHN & MOSS, LTD.

By: 

John D. Barker
Scott M. Cohen
KROHN & MOSS, LTD.
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 22885-49

EXHIBIT A

FED-870 0063

Krohn & Moss, Ltd.

Main Office
120 West Madison, 10th Floor
Chicago, Illinois 60602
www.computerlawcenter.net

Writer's Direct Number
(312) 578-9428 Ext. 230
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Licensed to Practice in Indiana

Also Located In
Arizona
Georgia
Indiana
Missouri
Ohio
Wisconsin

October 6, 2003

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: Les Grubbs v. Ford Motor Company
Our Client: [REDACTED]
Vehicle: 2003 Ford F250
Date of Delivery: July 7, 2003
VIN: 1FTNX21P831 [REDACTED]
Our File No.: H03020716S

Dear Sir or Madam:

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

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

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

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of

October 6, 2003

both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Defective engine as evidenced by stalling, the intermittent illumination of the check engine light, a no-start condition, dying out, no power on acceleration, and poor gas mileage; and
2. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

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

As I am sure you are aware, the "Shaken Faith" doctrine under the U.C.C. states:

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

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke.

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

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

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

Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore, you are hereby notified that my client is revoking his acceptance of the vehicle. He has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for his damages.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Indiana Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a

October 6, 2003

termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

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

Sincerely,

John D. Barker
Attorney at Law

JDB/dt

cc [REDACTED]

EXHIBIT B

Krohn & Moss, Ltd.

Main Office
120 West Madison, 10th Floor
Chicago, Illinois 60602
www.consumerlawcenter.net

Writer's Direct Number
(312) 678-9428 Ext. 230
Writer's Direct Facsimile
(800) 886-0985
Writer's Direct E-Mail
jackie@consumerlawcenter.com

Licensed to Practice in Indiana

Also practicing in
Arizona
Florida
Georgia
Indiana
Missouri
Ohio
Wisconsin

October 9, 2003

Ford Dispute Settlement Board
P.O. Box 5120
Southfield, MI 48086-5120

RE: Request for Arbitration in Lee Grubbs v. Ford Motor Company
Our Clients: [REDACTED]
Vehicle: 2003 Ford F250
Date of Delivery: July 7, 2003
VIN: 1FTNX21P83 [REDACTED]
Place of Purchase: Ray Skillman Ford

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims against Ford Motor Company under the Magnuson-Moss Warranty Act and the Indiana Motor Vehicle Protection Act ("Lemon Law"). Please direct all future contacts to this office. Having been formally notified of our representation, **YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES, AND TO DIRECT ALL INQUIRIES TO THIS OFFICE.**

This claim involves [REDACTED] Mercury Mountaineer that they purchased from Ray Skillman Ford on July 7, 2003. Since delivery, the vehicle has undergone repeated repair attempts for a number of defects and non-conformities. As a result, my clients have been forced to seek full relief pursuant to state and federal consumer protection laws.

Pursuant to the Magnuson-Moss Warranty Act and the Lemon Law, this letter is being sent as a formal request for arbitration. Ford Motor Company has designated the Dispute Settlement Board as the entity to address this request. My clients will arbitrate in writing based upon the repair information and this application. My clients will not be present at the hearing unless the manufacturer will

October 9, 2003

allow the arbitrator to award all collateral charges, finance charges and attorneys' fees should my clients prevail.

The vehicle's primary defects and non-conformities for which relief is sought are numerous and include, but are not limited to, the following:

- a. Defective engine as evidenced by stalling, the intermittent illumination of the check engine light, a no-start condition, dying out, no power on acceleration, and poor gas mileage.

The supporting documents regarding this claim are enclosed and listed below. These include:

1. Dispute Settlement Board Application Form;
2. Purchase documents; and
3. All Repair/Warranty Invoices in our client's possession.

These non-conformities substantially impair the use, value and safety of the subject vehicle as defined under the Lemon Law and constitute a failure to repair after a reasonable number of attempts under the Magnuson-Moss Warranty Act. As a result of the manufacturer's inability to correct these substantial impairments within a reasonable number of repair attempts, my client is entitled to a full refund of the purchase price, plus incidental and consequential damages, collateral charges including but not limited to finance interest charges and attorneys' fees pursuant to these laws.

If an inspection is requested, please contact me to arrange for a time and place.

Sincerely,

John D. Backer
Attorney at Law

JDB/cs

cc: [REDACTED]

CUSTOMER CLAIM FORM

Customer Name XXXXXXXXXX c/o John Barker

Problems	Servicing Dealer(s)	# of repair attempts	Repair Dates	Mileage on dates	Days out of service
Defective Engine	Ray Skillman Ford	4	8/14/03 9/3/03 9/16/03 *	4,607 5,893 6,435 *	

(asterisk indicates repair order(s) not received)

THE DAYS OUT OF SERVICE ARE NOT INDICATED ON REPAIR ORDERS.



DISPUTE SETTLEMENT BOARD APPLICATION

(Please supply all requested information)

Please print (in black ink) or type.

Owned/Leased

(Owner Use Only)

Address

City CHICAGO

State IL

Zip

Vehicle ID. No. 1FTNX2P83

Home Phone ()

Business Phone (112)

(required)

Ext.

Vehicle Year 2003 Make Ford Model F250

Acquired: New ☒ *Used ☐ Leased ☐

Vehicle Use: ☒ Personal ☐ Commercial

* Mileage at time of used vehicle purchase

Date Purchased/Leased 7/7/03

Current Mileage 7,000

How did you hear about the Dispute Settlement Board process?

☐ Dealer

☐ Factory Representative

☐ Ford 800 #

☐ State or Federal agency

☒ Other (specify)

Warranty booklet

Selling Dealer Ray Skillman Ford

City Greenwood

Servicing Dealer(s) Ray Skillman Ford

City Greenwood

1. Briefly describe your unresolved service concern(s) below: (Attach legible copies of applicable repair orders and/or other supporting documents. Keep the originals for your records.)

See attached correspondence and supporting documents. See also the
MARS history and vehicle damage summary.

2. How many times has the vehicle been in for the same warranty repair?

First repair attempt:

Date

Mileage

Last repair attempt:

Date

Mileage

3. How many business days has the vehicle been out of service for warranty repair?

4. Have you recently contacted your dealer about this concern? Yes ☒ No ☐

Individual's name See MARS history

5. Does the stated warranty concern now exist? Yes ☒ No ☐

6. Would you like to make an oral presentation to the Board? Yes ☒ No ☐

If yes, would you like to make it in person ☐ or by teleconference ☒ (teleconference is not available in KY)

7. Describe what you want done to resolve your concern:

Full refund or replacement, payment of all collection charges including
incidental and consequential damages and attorney's fees.

DISPUTE SETTLEMENT BOARD - a voluntary, free, independent dispute settlement program -

Signature

[Signature]

Attorney for

Petitioner

Date

10-9-03

Mail this completed form and any supporting documents to:

Dispute Settlement Board

P.O. Box 5120

Southfield, MI 48066-5120

AUTO GUARD**Vehicle Theft
Protection Program****DECLARATION**

VEHICLE PURCHASE	Name		ZIP Code	
	Address		AACH Code	
	City		Telephone	
VEHICLE INFORMATION	INDIANAPOLIS		IN	
	Contract Purchase Date		Odometer Reading at Purchase Date	
	JULY 7, 1983		25	
DEALER INFORMATION	Year		Model	
	1983		FORD	
	F-250 SD		Vehicle Identification Number (VIN)	
LOAN/LEASE INFORMATION	Dealer Name		Dealer Ref	
	RAY SKILLMAN FORD, INC.		Telephone	
	Address		City	
PO BOX 266		GREENWOOD		
State		IN		
Zip Code		46032		
Lender Name		1ST COMMUNITY BANK		
Address		P.O. BOX 1888		
City		FRANKLIN		
State		IN		
Zip Code		46031		
Term: <input type="checkbox"/> 2Yr <input checked="" type="checkbox"/> 3Yr <input type="checkbox"/> 4Yr <input type="checkbox"/> 5Yr <input type="checkbox"/> 6Yr <input type="checkbox"/> 7Yr <input type="checkbox"/> 8Yr <input type="checkbox"/> 9Yr <input type="checkbox"/> 10Yr				
You (the Customer whose signature appears below) acknowledge that the information contained above is true and correct to the best of your knowledge. You agree to pay the purchase price of the vehicle and the cost of the AACH fee of \$100.00.				
Date: 07/07/1983				

LIMITED GUARANTEE

In the event the Theft Protection Program fails to protect the vehicle specified in this registration application, AACH will, at its option, either: (1) reimburse you for the actual cash value of the vehicle at the time of loss, up to a maximum of \$10,000; or (2) reimburse you for the actual cash value of the vehicle at the time of loss, up to a maximum of \$10,000, less a deductible of \$500.00. AACH hereby guarantees to pay, in accordance with the terms and conditions listed on the reverse side, a \$1,000 benefit directly to the applicant, plus a \$1,000 replacement benefit to the original selling dealer to be used towards the purchase of a replacement vehicle.

With respect to used vehicles, this coverage is further restricted to a payment not exceeding 100% of the registered vehicle's actual cash value at the time of loss, which will be made in the form of a credit at the dealership used on this application; for the sole purpose of purchasing a replacement vehicle. In the event the applicant moves out of state in which the registered vehicle number was purchased, AACH will attempt to make such credit at a dealership of the customer's choice.

Car Rental

AACH will reimburse you for car rental of \$25.00 per day maximum of 30 days or until your comprehensive theft insurance carrier provides a car or until you have whichever is earlier. (Maximum payout is \$750.00)

Comprehensive Deductible

AACH will pay up to \$500.00 of your comprehensive theft insurance policies deductible if your vehicle is stolen, recovered within 30 days and not deemed a total loss. Deductible reimbursement is limited to a maximum of one (1) payment only during contract period.

See Important Terms and Conditions on Reverse Side.

DECLARATION OF THEFT PROTECTION PROGRAM

☐ I do not choose to register my vehicle under the AACH Theft Protection Program. I understand that by not accepting this application, and in the event my vehicle is stolen and not recovered or recovered and declared a total loss, I am not entitled to any of the benefits provided by AACH.

Customer's Signature

Date

Dealer Representative's Signature

American Auto Guard, Inc., P.O. Box 818, Mount Prospect, Illinois 60056 800-443-2884
 Telex - AACH Query - AACH Fax - Customer Collect - Dealer

Krohn & Moss, Ltd.

Main Office

120 West Madison, 10th Floor

Chicago, Illinois 60602

www.krohnandmoss.com

Writer's Direct Number

(312) 578-9428 Ext. 230

Writer's Direct Facsimile

(800) 886-0936

Writer's Direct E-Mail

jkrohn@krohnandmoss.com

Licensed to Practice in Indiana

Also Located In

Arizona

Georgia

Indiana

Missouri

Ohio

Wisconsin

October 6, 2003

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: [REDACTED] v. Ford Motor Company

Our Client: [REDACTED]
Vehicle: 2003 Ford F250
Date of Delivery: July 7, 2003
VIN: 1FTNX21P83E [REDACTED]
Our File No.: H03020716S

Dear Sir or Madam:

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

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PEB4-878 8874

October 6, 2003

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1. Defective engine as evidenced by stalling, the intermittent illumination of the check engine light, a no-start condition, dying out, no power on acceleration, and poor gas mileage; and
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Concerning the amount of grief a person need take with a vehicle, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. [REDACTED]

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Therefore, you are hereby notified that my client is revoking his acceptance of the vehicle. He has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for his damages.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Indiana Consumer Fraud remedies.

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October 6, 2003

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

Sincerely,

John D. Barker
Attorney at Law

JDB/dt

cc: [REDACTED]

RAY SKILLMAN

Ford INC.

YOUR DISCOUNT FORD, LUXURY VAN AND USED CAR DEALER

1800 U.S. 91 SOUTH
GREENWOOD, INDIANA 46143
(317) 881-8100

SERVICE DEPT. HOURS:
MON. - FRI. 7AM - 6PM

DATE	DESCRIPTION	AMOUNT	PAID

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X
BY SIGNING THIS CHECK, I HEREBY CERTIFY THAT THE SERVICES DESCRIBED HEREON ARE ACCORDING TO THE TERMS OF THE WARRANTY AND THAT THE PARTS AND LABOR LISTED HEREON ARE THE ONLY PARTS AND LABOR REQUIRED TO CORRECT THE DEFECTS DESCRIBED HEREON. I AGREE TO HOLD THE DEALER HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY THE DEALER OR ITS EMPLOYEES, AGENTS, OR SUBSIDIARIES, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES DESCRIBED HEREON.

DATE: 08/14/2003 TIME: 11:30 AM

INVOICE TO		DRIVER/OWNER INFORMATION - INVOICE# C53400	
[REDACTED]		[REDACTED]	
INDIANAPOLIS IN [REDACTED]		INDIANAPOLIS IN [REDACTED]	
HOME# [REDACTED]		HOME# [REDACTED]	
FOR OFFICE USE		VEHICLE INFORMATION	
DATE: 08/14/2003	TIME: 11:30 AM	VIN: 1F0022P0000000000	LICENSE NUMBER: [REDACTED]
MAKE: [REDACTED]	MODEL: [REDACTED]	YEAR: 2000	COLOR: RED
MILEAGE: 4400	TEST: 1FA	STOCK# 00018579	
CONCERN: SE		DIAGNOSIS	TECH
SE: CURT STATED VAN WOULD NOT START AND POWER WHEN FIRST STARTING VEHICLE COLD.		MPF	160
HANE TO LET UP ON ACCEL PEDAL TO START RUNNING			
CORRECTION: VAN RAN TEST, NO PROBLEM FOUND AT THIS TIME			
TYPE: C			
SUMMARY OF CHARGES FOR INVOICE C53400		PATIENT DISTRIBUTION FOR INVOICE C53400	
TOTAL CHARGE	.00	CASH DUE	.00
		TOTAL CHARGE	.00
REFERRED TREATMENT		PAGE 1	
IF YOU HAVE ANY QUESTIONS - PLEASE SEE CURTIS N. PRICE		LAST PAGE	

RAY SKILLMAN

Ford, INC.



YOUR SECURED FORD LUXURY VAN AND USED CAR DEALER

1300 U.S. 31 SOUTH
GREENWOOD, INDIANA 46143
(317) 881-8100

SERVICE DEPT. HOURS:
MON. - FRI. 7AM - 6PM

DATE	DESCRIPTION	AMOUNT	TOTAL

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW:

X
OF THE FORD MOTOR COMPANY, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A FORD MOTOR COMPANY EMPLOYEE AND I AM NOT PROVIDING THIS INFORMATION FOR THE PURPOSE OF OBTAINING A FAVORABLE PRICE OR OTHER BENEFIT FROM ANY OTHER PARTY. I AM NOT PROVIDING THIS INFORMATION FOR THE PURPOSE OF OBTAINING A FAVORABLE PRICE OR OTHER BENEFIT FROM ANY OTHER PARTY.

DATE: 09/25/2003 TIME: 12:07:20

INVOICE TO

CUSTOMER INFORMATION -- INVOICE: MS6688

MEMPHIS

IN

MEMPHIS

IN

HOME:

HOME:

FOR OFFICE USE

VEHICLE INFORMATION

IN: 169 PRICE, 03 INVOICE: FUEL IN W/ H JI
INVOICE: 09/25/2003 12:07:20

VIN: 1FTRC19P0300000000 LICENSE NUMBER: 1A
03 FORD F-250 SD 4WD 5PM 2001 2ED

INVOICE IN: 1435 OUT: 6625

STOCK: 0002579

DATE: 09/14/03 HOME: 09/25/03

DATE INVOICE: 09/03 PRODUCTION: 04/0003 SERIAL: 070703

CONCERN 51 EX VEHICLE STALLS/DIES AND NO FUEL ON ACCEL WHEN STARTING VEHICLE OPERATION TECH HOURS AMOUNT
COLD-COLD VEHICLE GETS POOR FUEL ECONOMY 8179086 160 4.0

CAUSE: FAULTY EBP SENSOR

CORRECTION: DIAG TEST, MARK WITH ENGINEER, SWITCH KNOWN GOOD PARTS TO CORRECT

CURRENT

CONCERN

PART NUMBER

POM

NOTE

DESCRIPTION

QTY

SELL

FIC: 3C32 9F83L IN

PUL & SHD ASY - ACCL

1

FIC: 3C32 9A600 AA

SHD ASY-E/L/R PRESS

1

FACTORY TECH: 140 - GJW, JETL

CERT: 7779

CONCERN: 1 321

COND CODE: 42

FP-SCHERFMAN

PAYMENT DISTRIBUTION PER INVOICE MS6688

REFERRED TREATMENT

IF YOU HAVE ANY QUESTIONS - PLEASE SEE CURTIS H. PRICE

PAGE 1

LAST PAGE

EXHIBIT C

Dispute Settlement Board
P.O. Box 1424
Waukesha, WI 53187-1424
(800) 688-2429



Case Number: 568542623
VIN: 1FTNX21P83E [REDACTED]

October 24, 2003

[REDACTED]
c/o Krohn & Moss, LTD
[REDACTED]
Chicago, IL [REDACTED]

Dear [REDACTED]

We understand that you have come to a satisfactory agreement with Ford Motor Company. We have been advised that you have accepted a vehicle replacement as a resolution to the concerns you reported with your 2003 Ford F-250. We have been further notified that you will be receiving a letter from the Ford Recquired Vehicle Headquarters explaining the details of this agreement.

Based on this information, we will close your case unless you advise us within 30 days that you wish to have your case reviewed by the Dispute Settlement Board. You may contact the DSB Administration Office at 1-800-688-2429 during the hours of 8:00 AM and 5:00 PM Central Time.

Thank you for your interest in the DSB and the opportunity to review your concern.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Charles".

Ryan Charles
DSB Administration

cc: Ford Motor Company

EXHIBIT D

Ford Motor Company

October 13, 2003

INDIANAPOLIS, IN

Subject: Vehicle Replacement Request -
IFTNX21PE3E

Dear

Your Ford Motor Company representative, DONNA EDGAR has asked Program Headquarters to send you this letter to provide written confirmation of the vehicle replacement offer which has been extended to you.

What can I select for my new vehicle? You may choose any new Ford or Lincoln/Mercury product of equal or greater value to your present vehicle made available to you from Ray Skillman Ford Inc.

How much will this cost? You will be responsible for three elements:

VEHICLE UPGRADE: You are responsible for the difference between the Manufacturer Suggested Retail Price (MSRP) of your current vehicle and the MSRP of the new vehicle you select or the applicable upgrade calculation in accordance with your state's lemon law.

MILEAGE USAGE: The mileage fee is \$0.00.

STATE/FEDERAL TAXES AND FEES: You are responsible for sales tax on the vehicle upgrade amount and any other state mandated fees except registration. Ford will reimburse or credit you for registration fees on the new vehicle upon proof of payment.

CUSTOMER OBLIGATIONS

CLEAR TITLE: You and the dealer are responsible for delivery of a clear title, free of liens, to Ford. If the title to your replaced vehicle is held by a lienholder, you are required to provide Ford a notarized and signed Power(s) of Attorney. If the title is in your possession you must sign the first available space marked "seller" on the title. Signing a Limited Power(s) of Attorney enables Ford Motor Company to obtain a replacement title for the repurchased vehicle. You will also be asked to sign a Release form and a Motor Vehicle Tax Waiver and Assignment.

CONDITION: You are responsible for any missing equipment, abnormal wear or damages evident on your vehicle (i.e. tires, radio, cracked windshield). Your dealer will perform an inspection to verify the condition of your vehicle. Any missing equipment, abnormal wear, or damage must be corrected prior to receiving your new vehicle. You will be required to sign this inspection form verifying these conditions. Two keys (and key fobs, if applicable) for your vehicle must be returned prior to receiving your new vehicle.

INSURANCE: You must maintain insurance coverage on the vehicle until Ford takes possession of the vehicle.

FORD EXTENDED SERVICE PLAN: If you purchased a "new" vehicle Ford Extended Service Contract and this plan is still active (not canceled and still within the time and mileage parameters of the contract), comparable coverage will be registered on the new vehicle at no cost to you. If you purchased a "used" vehicle Ford ESP contract, you are to arrange for cancellation with your selling dealer to receive the appropriate refund. If you have a non-Ford service contract, you are responsible for obtaining any refund that you may be entitled to under the terms of the contract.

SIGNED AND AGREED

DATE 10-13-03

Page 2

ACCESSORIES: The dealership and Ford will attempt to transfer all existing aftermarket items to your new vehicle. Aftermarket items that cannot be transferred will be added by the dealer or credited to the replacement transaction. You will need to provide receipts for all aftermarket items. Any equipment that was factory-installed on your current vehicle cannot be transferred to your new vehicle.

FINANCING AND INCENTIVES: If you have a loan or a lease agreement on your vehicle, the dealer will assist you in contacting your financial institution and provide you with the necessary documentation and other pertinent loan/lease information.

PLEASE NOTE:

- Ford Motor Company and your dealer are not responsible for changes in your monthly payments as a result of this transaction.
- Your acceptance of this offer does not guarantee your lender will provide credit. Your dealership personnel will try to assist in this matter.
- You are not eligible to receive any rebates or incentives currently available on the new vehicle. An exception applies to any applicable APR financing announced by Ford Motor Credit Corp. (FMCC) that may be in effect, if credit approved by FMCC.

How long do I have to accept this offer? You have 14 days from the postmarked date on this letter to accept this offer by signing all pages of this letter and sending it to Program Headquarters in the enclosed self-addressed stamped envelope. If no response is received within this period, the offer will expire without further notification unless an extension is requested and approved by Ford.

What should I do now that I have accepted the offer? Mail the signed copy of this letter to Program Headquarters in the self-addressed stamped envelope and keep the second copy for your personal records. Please contact Ray Skillman Ford Inc at (317)881-2341 to work out the details of this transaction or if you have any questions. Ford will forward a copy of this letter to Ray Skillman Ford Inc and inform MIKE HALL to expect your call.

How long do I have to complete this transaction? You and your dealer have 30 days from the time your acceptance letter is received at Program Headquarters to provide all documentation, turn in the vehicle and finalize this transaction. Any extension must be approved by Ford.

Ford Motor Company regrets any inconvenience you may have experienced with your vehicle. This offer is made in an effort to maintain you as a loyal and satisfied Ford customer.

Sincerely,

Ford Motor Company
Replacement Vehicle Operations

SIGNED AND AGREED

DATE 10-23-03

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