

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

GORBERG, GORBERG AND ZUBER

By: DANIELLE BEAUVAIS

Attorney for Plaintiffs

Greentree Commons

8001 D Lincoln Drive West

Marlton, N.J. 08053

(856)797-0703



Woodstown, N.J.

vs.

FORD MOTOR COMPANY

c/o CT CORPORATION

820 Bear Cavern Road

West Trenton, N.J. 08625

: SUPERIOR COURT OF NEW JERSEY

: LAW DIVISION

: CAMDEN COUNTY

: DOCKET NO.

L 1481 04

: CIVIL ACTION

: COMPLAINT AND JURY TRIAL DEMAND

### COMPLAINT

1. Plaintiffs, [REDACTED] are adult individual citizens and legal residents of the State of New Jersey, residing at [REDACTED] N.J. [REDACTED]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey with its legal residence and principal place of business at P O Box 300 Renaissance Center, Detroit, MI 48243 and can be served at c/o CT Corporation, 820 Bear Cavern Road, West Trenton, N.J. 08625.

### BACKGROUND

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

length.

4. On or about June 3, 2003, Plaintiff purchased a new 2003 Ford F350 Pickup, (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTWW32P831 [REDACTED]. The vehicle was leased in the State of New Jersey and registered in the State of New Jersey.

5. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled more than \$61,705.44.

6. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet, including a three (3) year or thirty-six thousand mile bumper-to-bumper express warranty.

7. On or about June 3, 2003, Plaintiff took possession of the above mentioned vehicle and experienced defects and nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

8. Said nonconformities consisted of, but were not limited to defective engine. Copies of the repair orders are attached hereto and marked as Exhibit "A".

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

10. Plaintiff has delivered the nonconfirming vehicle to an authorized service and repair facility of the defendant more than two (2) times for the same nonconformity, and after a reasonable number of attempts, Defendant was unable to repair the nonconformities.

11. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff

at the time of acquisition and as such, the vehicle is worthless.

12. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of twenty (20) days or more.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

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

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

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

#### **COUNT I**

#### **NEW JERSEY AUTOMOBILE LEMON LAW CLAIM**

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

18. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

19. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

20. Plaintiff's vehicle is a "New Motor Vehicle" as defined by N.J.S.A. 56:12-30.

21. Said vehicle experienced defects and nonconformities within the first two years of purchase or within the first eighteen thousand (18,000) miles, which substantially impair the use, value and/or safety of said vehicle.

22. Defendant failed to correct and/or repair said nonconformities within a reasonable

time.

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

24. Section 56:12-32 of the New Jersey Lemon Law provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

25. Section 56:12-33 of the New Jersey Lemon Law provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by

reason of repair for a cumulative total of 20 or more calendar days.

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

27. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) days or more.

28. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with N.J.S.A. 56:12-32, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

29. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney's fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees. The amount is not in excess of \$75,000.00.

**COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

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

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

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

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

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

35. Defendant failed to make effective repairs, or failed to make effective repairs within a reasonable time.

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees. Amount not in excess of \$75,000.00.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

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

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability.

- c. Breach of Implied Warranty of Fitness For a Particular Purpose.
- d. Breach of Duty of Good Faith.

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

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

GORBERG, GORBERG AND ZUBER

BY: D. Beauvais  
DANIELLE BEAUVAIS, ESQUIRE



GORBERG, GORBERG AND ZUBER

By: DANIELLE BEAUVAIS

Attorney for Plaintiffs

Greentree Commons

8001 D Lincoln Drive West

Marlton, N.J. 08053

(856)797-0703

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues set forth herein.



Danielle Beauvais, Esquire  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO RULE 4:5-1**

The undersigned, of full age, hereby certifies:

1. I am an attorney of the state of New Jersey and am an associate in the firm of Gorberg, Gorberg & Zuber and am the attorney principally charged with handling this matter.

2. To the best of my knowledge and information, the within action is not the subject of any other action pending in any court, or any arbitration proceedings contemplated.

3. To the best of my knowledge and information, there are no other parties who should be joined to this action at this time.

4. This Certification is provided pursuant to the requirements of Rule 4:5-1.

I hereby certify that the foregoing statements made by me are true, I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Danielle Beauvais, Esquire

GORBERG, GORBERG AND ZUBER

By: DANIELLE BEAUVAIS Attorney for Plaintiffs

Greentree Commons  
8001 D Lincoln Drive West  
Marlton, N.J. 08053  
(856)797-0703

**DESIGNATION OF TRIAL COUNSEL**

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Danielle Beauvais, Esquire, is hereby designated as trial counsel.

*D. Beauvais*

Danielle Beauvais, Esquire

### VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer.

  
Tom Fitzgerald

Date: 11/23/04

DEAL # 10000

L. L. LISTON FORD, INC.

FORD

1000 North Dixie Dr.  
Knox, Tenn. 37603  
Phone (615) 597-2000

000003

DATE 05/02/2003

BUYER'S ADDRESS

ADDRESS FITZGERALD

SALES NO.

PHONE #

CONF. NO.

STOCK NO.

YEAR MAKE

MODEL

MODEL

ASSEMBLY

KEY NO.

SALES

5260 F0

2000

INSURANCE COVERAGE INCLUDES

☐ FIRE AND THEFT

☐ PUBLIC LIABILITY ACT.

☐ COLLISION - AMT. DEDUCT.

☐ PROPERTY DAMAGE - ACT.

OPTIONAL EQUIPMENT AND ACCESSORIES

QUANTITY

DESCRIPTION

PRICE

PRICE OF CAR

FORBENT AND HANDLING

OPTIONAL EQUIP. & ACCESS.

DEF. INSURANCE

TRADE-PAYOFF

SALES TAX

DOCUMENTARY FEE

LOAN AND TITLE

TOTAL CASH PRICE

FINANCING

INSURANCE

TOTAL TRMS PRICE

SETTLEMENT

DEPOSIT

CASH ON DELIVERY

USED CAR

TYPE

SERIAL NO.

REDATE

FINANCE

TOTAL

FE04-070 0000

# CITIZENS AUTO FINANCE, INC.

## FINANCIAL LEASE CONTRACT

Contract Number

Date

05/01/03

Buyer

WOODSTOWN

Vehicle

WOODSTOWN

Credit-Bank

(For Full Name and Address)

**WHO IS BOUND:** You, the Buyer (and Co-Buyer, if any), agree to buy the vehicle described below for cash or on credit. By signing below, you agree to buy the vehicle on credit under the terms of the lease and bill of sale Contract and any additional terms for any contract in this Contract. "we", "us", and "our" mean the creditor, its agent, and, after assignment, the creditor's assignee ("Assignee").

**DESCRIPTION OF VEHICLE:** You agree to buy and we agree to sell the following vehicle:

Year, Make or Model	Model	Year	Make	Model	Year	Make	Model	Vehicle Identification Number	Year	Make	Model
2003	FORD	2003	FORD	PU	2003	FORD	PU	1F7J22P83	2003	FORD	PU

If truck or recreational vehicle - Describe body, gross vehicle weight and major items of equipment used.

The vehicle is being purchased primarily for personal, family or household, or other non-business purposes.

**NOTICE TO BUYERS OF USED OR DEMONSTRATION VEHICLES:** THE INFORMATION YOU SEE ON THE WINDOW POSTER FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

**AVISO A LOS COMPRADORES DE AUTOS DE USO O DE DEMOSTRACION:** LA INFORMACION QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTOS VEHICULOS ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA SOBREPONE CUALQUIER OTRAS DISPOSICIONES EN EL CONTRATO DE VENTA.

### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCIAL 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 us.	The amount you will have paid after we have made all payments.	The total cost of your purchase.
		\$46289.32	\$54235.43	\$61706.44
		\$2	\$4781.02	

**PAYMENT SCHEDULE:** Your payments will be monthly payments of \$4781.02 each, due on the 1st day of each month starting on 05/01/03.

**PREPAYMENT:** You have the right to pay off this contract early. If you do so, you will not have to pay a penalty.

**SECURITY:** You are giving us a security interest in the motor vehicle being financed.

**LATE FEE:** If any portion of a payment is more than ten days late, you will be charged a default charge of \$50.00.

**OTHER TERMS:** Please read this Contract, including the reverse side, for additional information on security interest, default, and our right to require repayment in full before the scheduled maturity date.

### ITEMIZATION OF THE AMOUNT FINANCED

- Cash Price of Vehicle (including any accessories, services, and taxes): \$61706.44
- Downpayment: \$20000.00
- Unpaid Balance of Cash Price (Total of Cash Price minus Downpayment): \$41706.44
- Other Charges Including Amounts Paid to Others on Your Behalf:
  - Amounts Paid to Insurance Companies:
    - Optional Credit Life Insurance: \$5472.00
    - Optional Credit Accident and Health Insurance: \$46486.32
  - Amounts Paid to Public Officials: \$160.00



27813

19090  
Motor Vehicle  
Retail Order**LILLISTON**LILLISTON FORD, INC.  
838 North Deane DriveLILLISTON POLARS, INC.  
787 North Deane Drive☐ New ☐ Used  
☐ Demo ☐VINLAND, NEW JERSEY  
Phone (856) 691-2020  
FAX (856) 691-0121

CUSTOMER		DATE 06/03/2003		STOCK # C13998	
ADDRESS				08098	
HOME PHONE		WORK PHONE		SALES PERSON HUBERT, EDDIE	
D. L. #		SOC. SEC.		D.O.B. 08/24/1963	
PLEASE ENTER MY ORDER FOR ONE		2003 FORD		MODEL F360 PU	
PU		F1		66	
BODY TYPE		COLOR		SERIAL NO.	
INTERIOR TRIM COLOR					
<p>Prior to Delivery of the vehicle listed above, customer shall select one of the following and advise dealership:</p> <p><input type="checkbox"/> Cash Purchase <input type="checkbox"/> Finance Purchase <input type="checkbox"/> Lease</p> <p>IS A CREDIT SALE, REQUIRED INFORMATION CONTAINED</p> <p>PART OF THIS ORDER.</p> <p>IF A LEASE, COMPLETE DISCLOSURE OF ALL TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.</p> <p>TO BE DELIVERED ON OR ABOUT</p>					
Price of Unit		49278.00			
Additional Equipment (Optional)					
ETCH		249.00			
SALE PROTECTION		495.00			
<p>IF A LEASE, THE FOLLOWING APPLY:</p> <p>MONTHLY PAYMENT AMOUNT \$</p> <p>TERMS MONTHS</p> <p>LEASE PER YEAR</p> <p>CASH PRICE AT DELIVERY</p>					
<p><b>IF A NEW VEHICLE SALE...</b></p> <p>The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranty by the selling dealer.</p> <p><b>IF USED VEHICLE SALE (CHECK APPROPRIATE BOX)</b></p> <p><input type="checkbox"/> This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon selling dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.</p> <p>OR</p> <p><input type="checkbox"/> The only express warranty on this vehicle is limited warranty which is stated with and upon a part of this order form.</p> <p><b>ALL USED VEHICLE SALES: DEALER'S OBLIGATION</b></p> <p>The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, prior to entering into this contract, has been informed of dealer's obligations above and agrees to have this used vehicle inspected within 7 days from the date of delivery of such vehicle.</p> <p>05 / 03 / 03</p>					

LESS TRADE-IN	50022.00
TOTAL TAXABLE AMOUNT	26000.00
State Sales Tax	160.00
License Tax (If Applicable)	
Registration/TITLE Fee	74.00
DOCUMENTARY FEE	
NET PAY-OFF ON TRADE-IN	25628.00
	51289.32
<b>DEPOSITS:</b>	
DATE	RECEIPT #
DATE	RECEIPT #
DATE	RECEIPT #
DATE	RECEIPT #
CASH BALANCE OF VEHICLE IS PURCHASED ON APPROXIMATE MONTHS OF VEHICLE TO BE PAID IN ACCEPTANCE OF PAYMENT TO DEALER ON DELIVERY.	
BALANCE ON DELIVERY	5000.00
	46289.32

The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval. The dealer's obligation for the vehicle's rejection is as less which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 378).

95	92	20	Customer's Signature
TRADE-IN OFFER			
TRADE-IN VALUE	26000.00		
LESS BALANCE OWED	25628.00		
TRADE-IN ALL-OVER	472.00		
VIN	1FTHU32P83EC13998		
RELEASE	36728		
BALANCE OWED TO	CITZ		
ADDRESS			
PHONE NO.			
New <input type="checkbox"/> Trade <input type="checkbox"/> Repl. <input type="checkbox"/> Renew <input type="checkbox"/> Duplicate <input type="checkbox"/>			
Customer certifies the accuracy of the separate Federal government statement as to the vehicle, that the block is not changed, the vehicle has not been flooded, there is no structural damage, and the vehicle is in good condition.			
05/03/2003			

This order is subject to the terms and conditions of the order agreement and as of the date signed by Dealer or his authorized agent, the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease agreement which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by his execution of this Order acknowledges that he has read the terms and conditions and has received a true copy of the Order. YOU HAVE THE RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH REQUESTED DOCUMENTARY AND DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR THE SERVICE. I AM 18 YEARS OF AGE OR OLDER AND AM NOT A MINOR.

Accepted 05/03/20 X 05/03/20

OF 10/03/2003

THIS ORDER NOT SUBJECT TO CANCELLATION—DEPOSIT NON-REFUNDABLE  
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

DELIVERY	THOMAS E FITZGERALD	STK. NO.	1FTHU32P83EC13998
RECEIPT			
CITY	Nothing Owed		
IF YOU WERE PROMISED SOMETHING, WRITE IT HERE TO ENSURE YOU RECEIVE IT			

I hereby accept this order with the understanding that it is valid for only (THIRTY) DAYS FROM DATE OF SIGNATURE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.  
(FOR ADDITIONAL INFORMATION, SEE PAGE THREE)  
DATE 05/03/2003



RD No: 134882 Opened: 08JUL03 Closed: 09JUL03 Mileage: 3119  
Line Code: A Booker: 7087 Comeback: N  
Complaint: CS WENT TO PASS AND VEH HAD NO POWER INTERMITTINGLY  
Cause: REPROGRAM PCM AS PER 03B06  
SA... TECH. TYPE. OPCODE..... CB-RD.. DESCRIPTION.....  
6109 98 W03 03B06B PROGRAM  
PARTS\$ 0.00 LABOR\$ 49.63 MISC\$ 0.0  
Line Code: B Booker: 7087 Comeback: N  
Complaint: CS WENT TO START VEH AND IT MADE A VERY LOUD SQUEELING SOUND  
Cause:

RD No: 134882 Opened: 08JUL03 Closed: 09JUL03 Mileage: 3119  
Line Code: B Booker: 7087 Comeback: N  
SA... TECH. TYPE. OPCODE..... CB-RD.. DESCRIPTION.....  
6109 98 W03 NPF NO DESCRIPTION PROVIDED - REPLACE  
PARTS\$ 0.00 LABOR\$ 0.00 MISC\$ 0.0  
Line Code: C Booker: 7087 Comeback: N  
Complaint: CS VEH STALLS LOSSES POWER AND SHUTS OFF INTERMITTINGLY  
Cause: PERFORM DIESEL DIAGNOSTICS FOR STALLING AND SHUTS OFF NO CONCERN FOUND.  
SA... TECH. TYPE. OPCODE..... CB-RD.. DESCRIPTION.....  
6109 98 W03 6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESE  
ENGINE - DIAGNOSIS - L  
PARTS\$ 0.00 LABOR\$ 28.36 MISC\$ 0.0  
6109 98 W03 6005F1 KEY ON ENGINE OFF - KOED CHECK - TEST  
L  
PARTS\$ 0.00 LABOR\$ 7.09 MISC\$ 0.0  
6109 98 W03 6005F2 KEY ON ENGINE OFF - KOED INJECTOR ELEC  
TRICAL SELF-TEST - TEST - L  
PARTS\$ 0.00 LABOR\$ 7.09 MISC\$ 0.0  
6109 98 W03 6005F6 KEY ON ENGINE RUNNING - KOED CHECK - T  
ST - L  
PARTS\$ 0.00 LABOR\$ 7.09 MISC\$ 0.0

Press B, S#, Return for next page, EBT#, ?, or E to Exit:

RD No: 134882 Opened: 08JUL03 Closed: 09JUL03 Mileage: 3119  
Line Code: C Booker: 7087 Comeback: N  
SA... TECH. TYPE. OPCODE..... CB-RD.. DESCRIPTION.....  
6109 98 W03 FUEL PUMP PRESSURE - ELECTRIC - CHECK  
L  
PARTS\$ 0.00 LABOR\$ 42.54 MISC\$ 0.0  
6109 98 W03 FUEL PUMP PRESSURE - ELECTRIC - INLET  
RESTRICTION - CHECK - L  
PARTS\$ 0.00 LABOR\$ 21.27 MISC\$ 0.0  
6109 98 W03 INTAKE RESTRICTION - CHECK - L  
PARTS\$ 0.00 LABOR\$ 7.09 MISC\$ 0.0

\*--- 6 of 6 - Dealer

RD No: 129774 Opened: 10MAR03 Closed: 12MAR03 Mileage: 4  
Line Code: A Booker: 7279 Comeback: N  
Complaint: RM140 NEW CAR PREP  
Cause:  
SA... TECH. TYPE. OPCODE..... CB-RD.. DESCRIPTION.....  
7279 243 IPD1 NEW CAR PREP  
PARTS\$ 0.68 LABOR\$ 102.20 MISC\$ 0.0  
Line Code: B Booker: 7279 Comeback: N  
Complaint: DETAIL NEW CAR DETAIL

Press B, S#, Return for next page, EBT#, ?, or E to Exit:

\*--- 1 of 4 - Dealer -----\*

RD No: 143586    Opened: 23JAN04    Closed: 29JAN04    Mileage: 9936  
 Line Code: A    Booker: 9174    Comeback: N  
 Complaint: CS ENGINE SMOKING BAD - WHITE SMOKE POURING OUT EXHAUST - VEH  
 Cause: VERIFY CONCERN NOS PASS REPROGRAM PCM VERIFY REPAIR OK  
 SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....  
 8444 98 W03 12 [REDACTED] PCM REPROGRAMMING - TEST - L  
 PARTS\$ 0.00 LABOR\$ 35.45 MISC\$ 0.00  
 8444 98 W03 12 [REDACTED] EEC (QUICK TEST) - DIAGNOSIS - L  
 PARTS\$ 0.00 LABOR\$ 14.18 MISC\$ 0.00  
 8444 98 W03 12 [REDACTED] DCL DISPLAY - TEST - L  
 PARTS\$ 0.00 LABOR\$ 7.09 MISC\$ 0.00  
 8444 W03 [REDACTED] MISC  
 PARTS\$ 0.00 LABOR\$ 0.00 MISC\$ 28.00

\*--- 2 of 4 - Dealer -----\*

RD No: 140776    Opened: 14NOV03    Closed: 14NOV03    Mileage: 7667  
 Line Code: A    Booker: 5599    Comeback: N  
 Complaint: 2P    CHANGE ENGINE OIL AND FILTER (DIESEL)  
 Cause:  
 SA.

RD No: 140776    Opened: 14NOV03    Closed: 14NOV03    Mileage: 7667  
 PARTS\$ 63.88 LABOR\$ 14.00 MISC\$ 0.00  
 Line Code: B    Booker: 5599    Comeback: N  
 Complaint: 99P    MULTI POINT INSPECTION  
 Cause:  
 SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....  
 5599 6078 CQCM 99P    MULTI POINT INSPECTION  
 PARTS\$ 0.00 LABOR\$ 0.00 MISC\$ 0.00

\*--- 3 of 4 - Dealer -----\*

RD No: 134885    Opened: 08JUL03    Closed: 10JUL03    Mileage: 3119  
 Line Code: A    Booker: 7087    Comeback: N  
 Complaint: 2P    CHANGE ENGINE OIL AND FILTER (DIESEL)  
 Cause:  
 SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....  
 6109 3675 C1LGF NC    NO CHARGE  
 PARTS\$ 0.00 LABOR\$ 0.00 MISC\$ 0.00  
 Line Code: B    Booker: 6109    Comeback: N  
 Complaint:    USE THIS TIX FOR -LABOR ONLY  
 Cause:  
 SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....  
 6109 3675 C1LGF 00    SEE COMMENTS FOR REPAIRS

Press B, SH, Return for next page, EST\$, ?, or E to Exit:

RD No: 134885    Opened: 08JUL03    Closed: 10JUL03    Mileage: 3119  
 PARTS\$ 0.00 LABOR\$ 0.00 MISC\$ 0.00

\*--- 4 of 4 - Dealer -----\*

RD No: 134884    Opened: 08JUL03    Closed: 10JUL03    Mileage: 3119  
 Line Code: A    Booker: 7087    Comeback: N  
 Complaint: 2P    CHANGE ENGINE OIL AND FILTER (DIESEL)

RENTAL

833 N. Dwyer Ave.  
VINELAND, NEW JERSEY 08360  
Phone (609) 681-2220  
FAX (609) 682-8133

SERVICE ADVISOR 8444 GATTO NADIA

[illegible]

NO.	OR CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
1	1650	D84	7	CH. EXTING. SMOKELESS HEAD-QUARTER SMOKE FIGHTING DOG EXHAUST - VEH. FIGHT SMOKE FIGHTING

WD3 C7 VESK BEING TOWED IN - CS NEEDS RENTAL 7 KIDS

~~PE04-070 0102~~

1 René Korper, ESQ. (SBN: 115947)  
2 NORMAN TAYLOR & ASSOCIATES  
3 425 West Broadway, Suite 220  
4 Glendale, California 91204-1289  
5 (818) 244-3905

6 Attorneys for Plaintiff,  
7 [REDACTED]

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JUN 17 2004

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF RIVERSIDE, WESTERN DIVISION

10 [REDACTED]  
11 Plaintiff,

12 vs.

13 FORD MOTOR COMPANY, a corporation;  
14 FRITTS FORD, an unknown business  
15 entity; and DOES 1 through 50, inclusive,  
16 Defendants.

Case No.: *Plc 413837*

COMPLAINT RE VIOLATION OF THE  
SONG-BEVERLY CONSUMER  
WARRANTY ACT ["ACT"] (Civil Code  
§§ 1790 et seq.):

1. BREACH OF EXPRESS  
WARRANTY OBLIGATIONS  
UNDER THE ACT;
2. BREACH OF IMPLIED  
WARRANTY OBLIGATIONS  
UNDER THE ACT

17 Plaintiff hereby alleges as follows:

18 GENERAL ALLEGATIONS

19 COMMON TO ALL CAUSES OF ACTION

- 20 1. Plaintiff is an individual, residing in the city of Hesperia, County of San  
21 Bernardino, in the State of California.
- 22 2. Plaintiff is informed and believes and thereon alleges that Defendant, Ford  
23 Motor, is a corporation, currently doing business in the County of Riverside, State of  
24 California.

25 //

26 //

1           3.     Plaintiff is informed and believes and thereon alleges that Defendant, Frits  
2 Ford, is a business entity, form unknown, currently doing business in the County of  
3 Riverside, State of California.

4           4.     a)    The true names and capacities, whether individual, corporate,  
5 associate, or otherwise, of the Defendants, DOES 1 through 50, inclusive, are unknown  
6 to Plaintiff who therefore sues these Defendants by such fictitious names, and Plaintiff will  
7 seek leave to amend this Complaint to set forth their true names and capacities when she  
8 has ascertained them.

9           b)    Plaintiff is informed and believes, and thereon alleges, that each of  
10 the Defendants designated herein as a "DOE" is responsible in some manner for the  
11 events and happenings herein referred to and caused injury and damage to Plaintiff as  
12 herein alleged.

13          5.     a)    Plaintiff is informed and believes, and thereon alleges, that at all  
14 times herein mentioned, Defendants, and each of them, were the agents, servants, and  
15 employees of each of their Co-Defendants.

16          b)    Plaintiff is informed and believes, and thereon alleges, that in doing  
17 the things hereinafter alleged Defendants, and each of them, were acting in the course  
18 and scope of their employment as such agents, servants, and employees, and with the  
19 permission, consent, knowledge, and/or ratification of their Co-Defendants, principals,  
20 and employers.

21          B.     Plaintiff is informed and believes and thereon alleges that before 6/13/2003  
22 Defendants, Ford Motor Company and DOES 1 through 20, and each of them  
23 (individually and collectively "MANUFACTURER"), manufactured and/or distributed, in the  
24 United States and the State of California, a consumer good identified as a 2003 Ford F-  
25 250 SD, vehicle identification number 1FTNW21P63E [REDACTED] ["SUBJECT VEHICLE"], for  
26 its eventual lease and/or sale to retail buyers.

27 //

28 //

1       7. At all times mentioned herein, the SUBJECT VEHICLE was and is a "new  
2 motor vehicle" as defined in the ACT, Civil Code § 1793.22(a)(2), in that it was a new  
3 motor vehicle purchased with the manufacturer's new car warranty.

4       8. On or about 06/13/2003, Plaintiff purchased the SUBJECT VEHICLE for  
5 personal, family, and/or household purposes, from Defendant, Fritts Ford, an authorized  
6 dealer and agent of MANUFACTURER, and DOES 21 through 50, and each of them  
7 (individually and collectively "DEALER"), retail merchants authorized by  
8 MANUFACTURER to do business in the State of California on behalf of  
9 MANUFACTURER, for a total consideration over the term of the contract of \$42,938.35

10       9. MANUFACTURER appended to the SUBJECT VEHICLE an express  
11 written "new car" warranty in which it warranted to perform any repairs or replacement of  
12 parts necessary to ensure that the SUBJECT VEHICLE and the components therein were  
13 free from all defects in material and workmanship, and to perform any adjustments  
14 necessary to maintain the utility of the SUBJECT VEHICLE and the parts, components,  
15 and various electrical and/or mechanical systems contained therein. A true and correct  
16 copy of this express warranty is attached hereto as Exhibit "A" and incorporated by this  
17 reference.

18       10. Plaintiff duly performed all the conditions on her part under the lease  
19 contract and under each of the express warranties referenced above, except insofar as  
20 the acts and/or omissions of Defendants, and each of them, as hereinafter alleged,  
21 prevented and/or excused such performance.

22       11. a) On or about 10/20/03, and at or near 17,244 miles, Plaintiff returned  
23 the SUBJECT VEHICLE to DEALER for repairs under the warranties referenced above,  
24 because it exhibited defects, nonconformities, misadjustments or malfunctions relating to  
25 the engine/engine control system.

26 //

27 //

28

1           b) Subsequently, the SUBJECT VEHICLE exhibited further and  
2 additional defects, nonconformities, misadjustments or malfunctions in the same  
3 components or systems.

4           c) In addition, the SUBJECT VEHICLE subsequently exhibited new and  
5 different defects, nonconformities, misadjustments or malfunctions that related to the  
6 transmission, fuel economy, and gasoline smell in the vehicle.

7           12. a) On each occasion on which the SUBJECT VEHICLE exhibited  
8 defects, nonconformities, misadjustments, or malfunctions, as hereinabove described,  
9 Plaintiff notified MANUFACTURER, through DEALER or one of its other authorized  
10 service and repair facilities, within a reasonable time after Plaintiff's discovery thereof.

11           b) On each occasion of notification, Plaintiff attempted to invoke the  
12 applicable warranties, demanding that the authorized repair facilities repair such non-  
13 conformities pursuant to the warranties.

14           13. a) On each such occasion, Defendants, and each of them,  
15 represented to Plaintiff that they could and would make the SUBJECT VEHICLE  
16 conform to the applicable warranties, and/or that they had successfully repaired the  
17 SUBJECT VEHICLE.

18           b) However, Defendants, and each of them, failed to make the  
19 SUBJECT VEHICLE conform to the applicable warranties, despite a reasonable number  
20 of attempts to do so.

21           14. On or about 03/30/2004, Plaintiff discovered that Defendants, and each of  
22 them, were unable or unwilling to make the SUBJECT VEHICLE conform to the  
23 applicable warranties.

24                           **FIRST CAUSE OF ACTION**

25                   (Breach of Express Warranty Obligations under the ACT  
26                   against All Defendants)

27           15. Plaintiff realleges each and every paragraph contained in the GENERAL  
28 ALLEGATIONS, and incorporates them by this reference as though fully set forth herein.

1 16. The actions of Defendants, and each of them, in failing to perform the  
2 proper repairs, parts replacements, and/or adjustments to make the SUBJECT VEHICLE  
3 conform to the applicable express warranties constitute a breach of the express  
4 warranties that MANUFACTURER provided to Plaintiff, thereby breaching Defendants'  
5 obligations under the ACT.

6 17. a) As the result of the actions of Defendants, and each of them, and  
7 pursuant to the provisions of the ACT, Plaintiff is entitled to replacement of the SUBJECT  
8 VEHICLE, or restitution of the amount actually paid or payable under the contract, at  
9 Plaintiff's option, plus prejudgment interest thereon at the legal rate.

10 b) Plaintiff will seek leave of the Court to amend this Complaint to set  
11 forth the exact amount of restitution and interest, upon election, when she has  
12 ascertained it.

13 18. a) As a further result of the actions of Defendants, and each of them,  
14 and pursuant to the ACT, Plaintiff has sustained and is entitled to incidental damages in  
15 an amount yet to be determined, plus interest thereon at the legal rate.

16 b) Plaintiff will seek leave of the Court to amend this Complaint to set  
17 forth the exact amount of incidental damages when she has ascertained them.

18 19. a) As a further result of the actions of Defendants, and each of them,  
19 and pursuant to the ACT, Plaintiff has sustained and is entitled to consequential damages  
20 in an amount yet to be determined, plus interest thereon at the legal rate.

21 b) Plaintiff will seek leave of the Court to amend this Complaint to set  
22 forth the exact amount of consequential damages when she has ascertained them.

23 20. a) Defendants, and each of them, failed to perform the necessary  
24 repairs or service in a good and workmanlike manner.

25 b) The actions taken by Defendants, and each of them, were  
26 insufficient to make the SUBJECT VEHICLE conform to the express warranties and/or  
27 proper operational characteristics of like vehicles, all in violation of Defendants'  
28 obligations under the ACT.



1        21. Although Defendants, and each of them, were unable to service or repair  
2 the SUBJECT VEHICLE to conform to the applicable express warranties after a  
3 reasonable number of attempts, Defendants failed to replace the SUBJECT VEHICLE or  
4 make restitution to Plaintiff in accordance with the ACT.

5        22. Defendants, and each of them, knew of their obligations under the ACT but  
6 intentionally declined to fulfill them.

7        23. The failure of Defendants, and each of them, to make the SUBJECT  
8 VEHICLE conform to the applicable express warranties was willful, justifying an award of  
9 a Civil Penalty as provided in the ACT in an amount not to exceed two (2) times Plaintiff's  
10 actual damages.

11        24. The failure of Defendants, and each of them, to replace the SUBJECT  
12 VEHICLE or make restitution to Plaintiff was willful, justifying an award of a Civil Penalty  
13 as provided in the ACT in an amount not to exceed two (2) times Plaintiff's actual  
14 damages.

15        25. a) On or about 04/07/2004, Plaintiff made demand upon  
16 MANUFACTURER for replacement or restitution, pursuant to the ACT.

17        b) Defendants, and each of them, knew of their obligations under the  
18 ACT, but nevertheless, despite Plaintiff's demand, failed and refused to make restitution  
19 or replacement according to the mandates of the ACT.

20        c) The failure of Defendants, and each of them, to refund the  
21 consideration paid and payable or to replace the SUBJECT VEHICLE with a similar  
22 vehicle free from defects justifies an award of a Civil Penalty in an amount not to exceed  
23 two (2) times Plaintiff's actual damages, as provided in the ACT.

24        26. a) As a direct result of the actions of Defendants, and each of them,  
25 and in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel.

26 //

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28

1           b) Pursuant to the ACT, Plaintiff is entitled to the recovery of attorney's  
2 fees based upon actual time expended, and to the recovery of all costs and expenses  
3 reasonably incurred in pursuing this matter.

4                               **SECOND CAUSE OF ACTION**

5                               (Breach of Implied Warranty Obligations under the ACT  
6                               against All Defendants)

7           27. Plaintiff realleges each and every paragraph contained in the GENERAL  
8 ALLEGATIONS, and incorporates them herein by reference as though fully set forth at  
9 length.

10          28. At the time that MANUFACTURER distributed the SUBJECT VEHICLE into  
11 commerce, and at the time that Plaintiff acquired the SUBJECT VEHICLE, Defendants,  
12 and each of them, impliedly warranted that the SUBJECT VEHICLE was merchantable as  
13 provided in the ACT.

14          29. The SUBJECT VEHICLE was not merchantable, as evidenced by the  
15 defects, nonconformities, misadjustments, and/or malfunctions as hereinabove alleged.

16          30. a) As the result of the actions of Defendants, and each of them, Plaintiff  
17 has sustained damage in the amount actually paid or payable under the contract, plus  
18 prejudgment interest thereon at the legal rate.

19               b) Plaintiff will seek leave to amend this Complaint to set forth the exact  
20 amount thereof when she has ascertained it.

21          31. a) As a further result of the actions of Defendants, and each of them,  
22 Plaintiff has sustained incidental damages in an amount yet to be determined, plus  
23 interest thereon at the legal rate.

24               b) Plaintiff will seek leave to amend this Complaint to set forth the exact  
25 amount of incidental damages when she has ascertained them.

26          32. a) As a further result of the actions of Defendants, and each of them,  
27 Plaintiff has sustained consequential damages in an amount yet to be determined, plus  
28 interest thereon at the legal rate.

1 b) Plaintiff will seek leave to amend this Complaint to set forth the exact  
2 amount of consequential damages when she has ascertained them.

3 33. a) The failure of Defendants, and each of them, to refund the  
4 consideration paid and payable or to replace the SUBJECT VEHICLE with a similar  
5 vehicle free from defects justifies an award of a Civil Penalty in an amount not to exceed  
6 two (2) times Plaintiff's actual damages, as provided in the ACT.

7 34. a) As a direct result of the actions of Defendants, and each of them,  
8 and in pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel.

9 b) Pursuant to the ACT, Plaintiff is entitled to the recovery of attorney's  
10 fees based upon actual time expended, and to the recovery of all costs and expenses  
11 reasonably incurred in pursuing this matter.

12 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them,  
13 as follows:

14 FIRST AND SECOND CAUSES OF ACTION

15 1. For replacement or restitution, at Plaintiff's option as required under the  
16 ACT, in an amount not less than \$42,936.35;

17 2. For incidental damages, according to proof;

18 3. For consequential damages, according to proof;

19 4. For prejudgment interest at the legal rate;

20 5. For a civil penalty as provided in the ACT, in an amount not to exceed two  
21 (2) times the amount of Plaintiff's actual damages;

22 6. For attorney's fees based upon actual time expended, according to proof;

23 7. For all costs and expenses of suit incurred; and,

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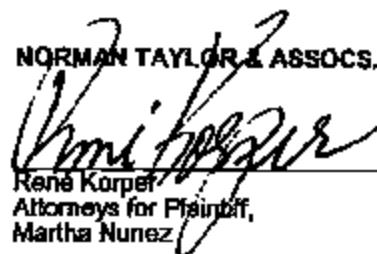
28

1 8. For such other and further relief as this Court may deem just and proper.

2  
3 DATED: June 7, 2004

NORMAN TAYLOR & ASSOCS.

4  
5 By:

  
Rene Korper  
Attorneys for Plaintiff,  
Martha Nunez

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LAW OFFICES OF WILLIAM R. MCGEE  
William R. McGee, State Bar No. 122153  
Virginia Lopez, State Bar No. 207037  
10555 West Bernardo Drive, Ste. 380  
San Diego, California 92127  
(858) 485-9332

FILED  
SUPERIOR COURT  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

FEB 25 2004

Attorneys for Plaintiffs

BY [Signature] DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN BERNARDINO

Case No. **SCVSS 112907**

COMPLAINT FOR RESTITUTION AND  
DAMAGES

[VIOLATION OF THE SONG-BEVERLY  
CONSUMER WARRANTY ACT]

FILED BY FAX  
ONE LEGAL  
CRO 2004

[Redacted]  
Plaintiffs,  
v.  
FORD MOTOR COMPANY, and DOES 1  
through 10, inclusive,  
Defendants.

Plaintiffs [Redacted] allege as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are informed and believe, and thereon allege, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of California and doing business in the County of San Bernardino.

2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiffs at this time and therefore plaintiffs sue those defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other, all defendants acted at all times

COMPLAINT

COPY

12. Defendant has been unable and/or has refused to conform plaintiffs' vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the use, value and/or safety of the subject vehicle to plaintiffs.

13. Notwithstanding plaintiffs' entitlement, defendant refused to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiffs are entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, plaintiffs are entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiffs prior to discovery of the nonconformity(s).

17. Plaintiffs are entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

WHEREFORE, plaintiffs pray for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;
2. For actual compensatory and general damages according to proof at time of trial;
3. That such actual, compensatory and general damages be doubled and awarded to plaintiffs as a civil penalty;

COMPLAINT - 3 -

4. Prejudgment interest from date of rescission;
5. For attorney's fees incurred herein according to proof;
6. For costs of suit incurred herein; and
7. For such other and further relief as the Court deems just and proper.

DATED: February 25, 2004

LAW OFFICES OF WILLIAM R. MCGEE  
Attorneys for Plaintiffs

By:

  
WILLIAM R. MCGEE  
VIRGINIA LOPEZ

COMPLAINT - 4 -

Jacqueline C. Harritt, Esquire  
KIMMEL & SILVERMAN, P.C.  
89 Haddon Avenue North  
Haddonfield, NJ 08033  
(856)429-8334

ATTORNEYS FOR PLAINTIFF

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

SUPERIOR COURT OF NEW JERSEY  
CAMDEN COUNTY

Blackwood, New Jersey

v.

FORD MOTOR COMPANY  
C/O CT Corporation  
820 Bear Tavern Road, Suite 350  
West Trenton, NJ 08628

CIVIL ACTION

No. 426103

### COMPLAINT

1. Plaintiff [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey, [REDACTED] New Jersey [REDACTED]

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

### BACKGROUND

3. On or about March 19, 2003, Plaintiff purchased a new 2003 FORD F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number IFTNW21P13 [REDACTED]

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.



5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$33,754.20. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

**COUNT I**  
**NEW JERSEY MOTOR VEHICLE WARRANTY ACT**

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

13. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

14. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

15. Pacific Ford, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about March 19, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

- (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
- (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

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

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

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

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

25. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Defective engine. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

27. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

**COUNT II**  
**MAGNUSON-MOSS (ETC) WARRANTY IMPROVEMENT ACT**

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

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

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

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

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

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

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

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

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

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

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

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

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

- a. Express Warranty;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

44. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

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

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

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

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

**COUNT IV**  
**NEW JERSEY CONSUMER FRAUD ACT**

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

49. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

50. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

51. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

52. Defendant's actions surrounding the sale and servicing of said vehicle constitute a ~~unconscionable commercial practice~~, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

53. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

54. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

55. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

56. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

57. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

58. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

59. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.


60. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;
- b. Plaintiff's vehicle, given the defect/condition, is worthless;
- c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and
- e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By:

  
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff  
89 Hackensack Avenue North  
Hackensack, NJ 08033  
(856) 429-8334



JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: Jacqueline Herritt  
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.


By: Jacqueline Herritt  
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

**CERTIFICATION OF NOTICE**

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on

KIMMEL & SILVERMAN, P.C.

By:

  
JACQUELINE C. HENRITT, ESQUIRE  
Attorney for Plaintiff

Michael Power, Esq.  
One Greentree Centre  
Suite 201  
Marlton, NJ 08053  
(856) 616-0086

ATTORNEY FOR PLAINTIFF



██████████  
BLACKWOOD, NJ  
v. ██████████

FORD MOTOR COMPANY  
C/O CT CORPORATION  
820 BEAR TAVERN ROAD  
WEST TRENTON, NEW JERSEY 08628

: SUPERIOR COURT OF NEW  
: NEW JERSEY-CAMDEN COUNTY  
:  
: CIVIL ACTION  
: LAW DIVISION  
:

: **L- 7034 03**

: JURY TRIAL DEMANDED  
:

COMPLAINT

1. Plaintiff, ██████████ is an adult citizen and  
Plaintiff, ██████████ Cleaning is a business corporation, both  
located in the State of New Jersey at ██████████ NJ  
██████████

2. Defendant, Ford Motor Company, is a business corporation  
qualified to do business in the State of New Jersey, organized,  
incorporated, and existing under the laws of the State of Delaware,  
with its legal residence and its principle place of business  
located in Michigan, and can be served at CT Corporation, 820 Bear  
Tavern Road, Suite 305, West Trenton, New Jersey 08628.

#### BACKGROUND

3. On or about February 5, 2003, Plaintiffs purchased a new 2003 Ford F-250 manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTNX21P53E[REDACTED]. The vehicle was purchased and registered in the State of New Jersey.

4. The purchase price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified yet recoverable under the Lemon Law, totaled more than \$45,131.08. A true and correct copy of the vehicle order form and/or installment sales contract is attached hereto, made a part hereof and marked Exhibit "A".

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

6. Plaintiffs aver that attorney fees and costs of this action, recoverable elements of the claims asserted herein and a component of the amount in controversy, may exceed \$10,000.00 if this case proceeds to arbitration and jury trial.

7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiffs several written warranties,

including a three (3) year or thirty-six-thousand (36,000) mile warranty and other warranties, as set forth in the warranty booklet, delivered at the time of sale.

COUNT I  
LEMON LAW

8. Plaintiffs hereby incorporates paragraphs 1 through 7 inclusive as if set forth fully below.

9. Plaintiffs, [REDACTED] Cleaning, are "Purchasers" as defined by N.J.S.A. 56:12-30.

10. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

11. Medford Ford and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by 56:12-30.

12. On or about February 5, 2003, Plaintiffs took possession of the above-mentioned vehicle and experienced non-conformities as defined by N.J.S.A. 56:12-1 et. seq., which substantially impair the use, value and/or safety of the vehicle.

13. The non-conformities violate the express written warranties issued to Plaintiffs by Defendant.

14. N.J.S.A. 56:12-32 of the Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct

a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

15. N.J.S.A. 56:12-33 provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first eighteen thousand miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
  - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
  - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of

20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

16. Plaintiffs have satisfied the above definition as their vehicle has been subject to repair more than three (3) times for the same non-conformity, and the non-conformity remains uncorrected.

17. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of twenty (20) days or more.

18. Plaintiffs have delivered the non-conforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions. After a reasonable number of attempts, the manufacturer was unable to repair the non-conformities.

19. The first warranty repair attempt is believed to have occurred on or before May 2, 2003, when the vehicle's odometer showed 7,882 miles. On that date, repair attempts were made to the vehicle for defective PCM module and defective ICP. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

20. The second warranty repair attempt is believed to have occurred on or before May 27, 2003, when the vehicle's odometer showed 12,202 miles. On that date, repair attempts were made to the vehicle's engine, steering system, and oil filter. A true and

correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

21. The third warranty repair attempt is believed to have occurred on or before June 19, 2003, when the vehicle's odometer showed 12,741 miles. On that date, repair attempts were made to the vehicle's steering system, EEC system and cylinder injector. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

22. The fourth warranty repair attempt is believed to have occurred on or before June 27, 2003, when the vehicle's odometer showed 13,309 miles. On that date, repair attempts were made to the vehicle's defective steering system, EEC system, and engine. A correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

23. In addition, the vehicle has been subject to numerous additional warranty repairs for various nonconformities. Copies of the additional repair invoices are attached hereto, made a part hereof and marked Exhibit "F".

24. The vehicle continues to exhibit defects and non-conformities which substantially impair its use, value and/or safety as provided in N.J.S.A. 56:12-1 et. seq.

25. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and



negligent failure to comply with the provisions of N.J.S.A. 56:12-1 et. seq.

26. Plaintiffs further aver that they have provided Defendant with a final repair attempt prior to filing the within complaint.

27. Plaintiffs further aver that they have resorted to defendant's Arbitration process prior to filing the within Complaint.

28. In addition, Plaintiffs aver Defendant's Dispute Resolution Program has not been found in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

29. Pursuant to N.J.S.A. 56:12-1, Plaintiff seeks relief for losses due to the non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees.

COUNT II  
MAGEUSON-MOSS CLAIM

30. Plaintiffs hereby incorporates paragraphs 1 through 29 by reference as if set forth at length herein.

31. Plaintiffs are both a "Consumer" as defined by 15 U.S.C.

§2301(3).

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

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

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

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

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

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees.

COUNT III  
BREACH OF WARRANTY

37. Plaintiffs hereby incorporate paragraphs 1 through 36 by

reference as if set forth at length herein.

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

- a. Express Warranty;
- b. Implied Warranty Of Merchantability pursuant to the New Jersey Uniform Commercial Code; and
- c. Implied Warranty Of Fitness For A Particular Purpose pursuant to the New Jersey Uniform Commercial Code.

39. The purposes for which Plaintiffs purchased this vehicle include, but are not limited to personal, family and household use.

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

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

42. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the

purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment in their favor and against Defendant, in an amount equal to the purchase price of the subject vehicle, plus all available collateral charges and attorney fees.

COUNT IV  
CONSUMER FRAUD CLAIM

44. Plaintiffs hereby incorporate paragraphs 1 through 43 by reference as if set forth at length herein.

45. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling this claim. Defendant's agents dangerously and recklessly failed to act upon plaintiff's complaints or investigate the same exposing plaintiff to ongoing danger and financial detriment.

46. The servicing dealers who performed warranty repairs on plaintiff's vehicle are agents of defendant who were working within the scope of their agency relationship.

47. The invoices provided to plaintiffs for the warranty

repairs performed failed to adequately disclose all material information regarding the repairs including all diagnosis made and all work performed in direct violation of N.J.S.A. §56:12-34(c).

48. The servicing dealers failed to provide plaintiffs with invoices for some repairs in direct violation of N.J.S.A. §56:12-34(c).

49. The selling dealer failed to provide plaintiffs with a Lemon Law disclosure statement in direct violation of N.J.S.A. §56:12-34.

50. N.J.S.A. 56:8-1 entitled "FRAUD, ETC., IN SALES OR ADVERTISEMENTS OF MERCHANDISE" prohibits the aforementioned actions taken by defendant in the sale and attempted repair of the subject vehicle.

51. Defendant's intentional, reckless, wanton, and wilful violation of New Jersey's Consumer Fraud Act entitles Plaintiffs to an additional award of attorney fees and exemplary damages.

52. Plaintiffs believe and aver that the reckless, wanton and wilful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

53. The Court, in its discretion is authorized to award discretionary damages for violations of the Act and plaintiff seeks to recover same.

WHEREFORE, Plaintiffs respectfully demand judgment in their

favor and against Defendant in an amount of discretionary damages to be determined by the Court, plus all collateral charges and attorney fees.

POWER & ASSOCIATES, P.C.

By: 

MICHAEL POWER

MDP - 0286

Attorney for Plaintiff

One Greentree Centre

Suite 201

Marlton, NJ 08053

ATTEST

OCT 12 2004

Assessment of damages  
is/are Required

JOHN SHELLINGER

This is ~~not~~ Arbitration

THIS MATTER WILL BE HEARD BY A  
BOARD OF ARBITRATORS  
AT THE TIME, DATE AND PLACE  
SPECIFIED HEREON OR  
BY THE ARBITRATOR'S PRESENT  
OR FUTURE ORDER.  
THE PARTIES HERETO  
AGREE TO WAIVE THEIR RIGHT  
TO A TRIAL BY JURY AND TO  
A DECISION ENTERED BY A JUDGE  
ATTORNEY FOR

ENTERED IN THE  
OFFICE OF THE  
CLERK OF THE  
COURT OF COMMON PLEAS  
PHILADELPHIA, PA 19103  
JUN 03 2005  
YOU MUST STILL COMPLY  
WITH THE NOTICE BELOW  
UNLESS YOU HAVE BEEN  
COMPLIANT WITH THE  
PARAGRAPH

GORBERG, GORBERG & ZUBER  
BY: DAVID J. GORBERG  
IDENTIFICATION NO. 53084  
SUITE 2040  
1234 MARKET STREET  
PHILADELPHIA, PENNSYLVANIA 19107  
(215) 583-7210

Plaintiff

Bensalem, F

VS

FORD MOTOR COMPANY  
c/o CT CORPORATION  
1515 Market Street  
Philadelphia, PA 19103

COURT OF COMMON PLEAS  
DIVISION

OCTOBER 2004

TERM.

No. 001058

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested. You may lose money or property or other things of value.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE  
One Reading Center  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desea defender contra las demandas propuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y se sirve aviso, incorporando un aspecto escrito personalmente o y archando en escribir con la corte sus defensas u objeciones a las demandas propuestas contra usted al abogado le advierte que que si usted no puede hacer así que el caso pueda proceder sin usted y un juicio se pueda incorporar contra usted como la corte sin juicio adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o reclamación pedida.

LEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIR A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURÍDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO DE REFERENCIA LEGAL  
One Reading Center  
1101 Market Street  
Philadelphia, Pennsylvania 19107  
Teléfono: (215) 238-6333

PEBA-070 0138

GORBERG, GORBERG AND ZUBER

By: DAVID J. GORBERG

Attorney for Plaintiff

Identification No. 53084

1234 Market Street

Suite 2040

Philadelphia, PA 19107

(215) 563-7210

Bensalem, Pa

vs.

FORD MOTOR COMPANY

c/o CT CORPORATION

1515 Market Street

Philadelphia, PA 19103

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

TERM, 2004

NO.

**COMPLAINT**

1. Plaintiff, [REDACTED] owner of Atlantic Towing, Inc., is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [REDACTED] Bensalem, Pa [REDACTED]

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



### BACKGROUND

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

4. On or about February 19, 2003, Plaintiff purchased a new 2003 Ford F450 manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FDXX46P63E [REDACTED]. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than \$54,505.00 .

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

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

8. On or about February 19, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

#### **COUNT I**

#### **MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT**

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

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

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

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

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

23. Defendant failed to make effective repairs.

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

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

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

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

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

**COUNT II**  
**UNIFORM COMMERCIAL CODE**

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

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

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

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

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

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

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

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

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

**COUNT III**  
**PENNSYLVANIA UNEFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

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

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

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

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

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

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

GORBERG AND ZUBER

BY: 

DAVID J. GORBERG, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

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

X

Ed Antony

Date:

9-9-04



KENPO

Holman

TRUCK CENTER

SERVICE ADVISOR

VIN

LICENSE

LEASE

PLU 03 FORD 2003 100XX45243M

9 FEB 2003

9 FEB 2003

17:48 03 MAR 03

LINE OPCODE TECH T

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

FE04-878 8147

10F4



121187

91591

TRUCKS

INVOICE

Holman

TRUCK CENTER

P.O. BOX 278  
RT 73 AND 38MAPLE SHADE, N.J. 08052  
Service: 858-802-0700  
Parts: 858-238-8558

PAGE 2

(215)-558-8588

SERVICE ADVISOR: 249 REGINA O'BRIEN

LINE	QTY	MAKE/MODEL	VIN	PRICE	DATE	TIME	STATUS
03	FORD F450	1FDXX46P63E		868/893	T520		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	TESTS	PAYMENT	
3FEB2003			22:00 31MAR03			CASH	29MAR2003

REASON: READY OPTIONS:

7:48 03MAR03 11:22 29MAR03

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

1	3C3Z*6K775*AA	COOL ASY-ENG CHG AIR				(N/C)
2	3C3Z*6584*AA	GSXT-VLV RKR ARM CVR				(N/C)
2	3C3Z*6584*BA	GSXT-VLV RKR ARM CVR				(N/C)
1	3C3Z*9N184*CA	KIT-FU/FLTR ELEM				(N/C)
2	3C3Z*9E527*ABRM	REMAN NOZ ASY-FU/INJ				(N/C)
1		FREIGHT FREIGHT				(N/C)
2	3C3Z*9E527*ABRM	REMAN NOZ ASY-FU/INJ				(N/C)

FC: D21 42

PART#: 3C3Z\*9E527\*ABRM

COUNT:

CLAIM TYPE:

AUTH CODE:

0245

LUBE FUEL

PO#57800

WP4

(N/C)

168 PULLED THE TRUCK IN THE SHOP AND CHECKED IT FOR A STALLING PROBLEM. FOUND THE ENG OIL WAS FULL OF FUEL. RAN OASIS AND THEN CALLED THE HOTLINE TO SEE WERE THEY WANTED ME TO GO WITH THE DIAG. DEAINEED ALL THE OIL OUT OF THE ENG AND STARTED TO DIAG THE FUEL IN THE ENG OIL. PROBLEM. CALLED THE HOTLINE AND THEY SAID TO REMOVE THE FUEL SUPPLY TO EACH HEAD TO VERIFY WITCH SIDE HAD THE BAD INJ IN IT. THEN THEY SAID TO REMOVE THE VALVE COVER AND TURN ON THE FUEL PUMP AND YOU WOULD SEE WHAT INJ WAS BAD. I DID THAT ON BOTH SIDES BECAUSE WE DID NOT HAVE THE RIGHT FITTING TO ISOLATE EACH HEAD. REMOVED THE HYDROLIC PUMP FOR THE WHEEL LIFT ON THE BACK OF THE TRUCK TO GAIN ACCESS TO THE R/S VALVE COVER. REMOVED ALL THE GLOW PLUGS TO SEE IF I COULD SEE WITCH CYL HAD THE BAD INJ IN IT BECAUSE THEY SAID THE CYL WOULD FILL UP WITH FUEL AND COME OUT OF THE GLOW PLUG HOLE. I DID THAT AND COULD NOT GET ANY FUEL TO COME OUT OF THE INJ, DID THAT AND NO FUEL WAS EXTERNALLY LEAKING OUT OF THE TOP OF THE INJ. I WANT TO DO A COMPRESSION TEST BUT WE DO NOT HAVE A FITTING TO DO THE COMPRESSION TEST ON THIS ENG. I WENT ONLINE TO ROTUNDA AND LOOKED TO SEE IF I COULD GET A TOOL NUMBER AND THEY DO NOT LIST A TOOL FOR CHECKING THE COMPRESSION ON THIS ENG. GOT THE TOOL KIT

OUR AIM IS QUALITY SERVICE  
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HOURS: Monday-Friday 7:00 a.m. - Midnight | OPEN Saturday 7:00 a.m. - 6:00 p.m.

WE SERVICE ALL MAKES AND MODELS!



DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SURLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

PEB-678 0148

2 of 4



KENTWORTH

Holman  
TRUCK CENTER

SERVICE ADVISORY

1997 FORD F450

1997 FORD F450

1997 FORD F450

1997 FORD F450

1997 FORD F450

1997 FORD F450

1997 FORD F450

1997 FORD F450

1997 FORD F450

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1997 FORD F450



DESCRIPTION	AMOUNT
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SHRUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

FORD-878 8149

3 of 4

9255



**KENWORTH**

**INVOICE**

PAGE 4

**TRUCK: CENTER**

P.O. BOX 278

RF 72 AND 36

MAPLE SHADE, N.J. 08053

Servicio: 866-842-0707  
9 a.m. P.E.E. 978.5555

Part 1: 036-216-3939

SERVICE ADVISOR: 249 REGINA O'BRIEN

COLOUR	YEAR	MAKE/MODEL	VIN	ENGINE	MILEAGE
BLUE	03	FORD F450	1FDXX46P63E		868/893

DATE	PROD. DATE	WAIR. EXP.	PROMISED	PG NO.	RATE	PAYMENT	DATE
19FEB2003			22:00 31MAR03			CASH	29MAR2003

STATUS: READY	OPTIONS:
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07:48 03MAR03	11:22 29MAR03	
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LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
1	0000	0000	0000	0000				
2	0000	0000	0000	0000				
3	0000	0000	0000	0000				
4	0000	0000	0000	0000				
5	0000	0000	0000	0000				
6	0000	0000	0000	0000				
7	0000	0000	0000	0000				
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INITIALS: \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

AUTH. TO REPAIRS, BUT NOT WARRANTY, REPAIRS  
AUTHORIZED BY:

METHOD OF PAYMENT: cash

FOR INITIALS AMOUNT: ACCOUNT

[illegible]

\*\*\*\*\*

~~B\*\* STEERING STABILIZER IS LEAKING~~  
CAUSE: STABILIZER WAS LEAKING -

8. REPEAT DIAGNOSE AND REPLACE STEERING STABILIZER

RIT  
187

WE4 (R/C)

2 \*N606083\*S426 BOLT M12X1.75X65 HEX PLNG HD (N/C)

FC: H44 D4  
PART#: PB12X38651\*DA

[illegible]

CLAIM TYPE:  
AUTH CODE:

0245

\*\*\*\*\*

\*\*\*\*\*SERVICE HOURS: MON-FRIDAY 9:00AM-MIDNIGHT\*\*\*\*\*  
\*\*\*\*\*OPEN SATURDAY\*\*\*\*\*

\*\*\*\*\*7:00 PM DILLON 500 PM \*\*\*\*\*

\*\*\*\*\*CLOSED SUNDAY\*\*\*\*\*  
\*\*\*\*\*FOR EMERGENCY SERVICE CALL 911\*\*\*\*\*

\*\*\*\*\*1-888-957-8973 AFTER HOURS\*\*\*\*\*

... ..

DESCRIPTION	TOTAL
LARGE AMOUNT	0.00

OUR MISSION IS CUSTOMER SATISFACTION		SPARE PARTS	0.00
		PARTS AMOUNT	0.00

VISIT US ON THE WEB: <a href="http://www.holmantruck.com">www.holmantruck.com</a>		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00

Hours: Monday-Friday 7:00 a.m. - Midnight / OPEN Saturday 7:00 a.m. - 5:00 p.m.	MSC. CHARGES	0.00
	Small charges	0.00

WE SERVICE ALL MAKES AND MODELS!		TOTAL CHARGES	0.00
		DEDUCTIBLE	0.00













		IS REPAYED BY 2/28/94		PLEASE PAY THIS AMOUNT	0.00
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10/10/71 = 10/10

K. A. K.

121187

94351



INVOICE

**Holman**  
**TRUCK CENTER**

 P.O. BOX 279  
 Rt. 71 AND 38  
 MAPLE SHADE, N.J. 08054  
 Service: 856 802 0700  
 Parts: 856 275 5555

PAGE 1

SERVICE ADVISOR: 305 JOHN G HASLAM JR.

JENNAHEM, PA

BUS

MAKE	MODEL	VIN	LICENSE	MILEAGE IN / OUT	DATE
FORD	F450	1F1XX46951		10982 / 10985	
DEL. DATE	RRD. DATE	WARR. EXP.	APPROVED	DATE	DATE
9FEB2003			201215	15OCT03	17OCT2003

NO. CHG.	LABOR	OPTIONS	ENG. G. OL
12:26	180713	15:29	170713

TIME	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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1. 6005F11 ON 1.5 ENGINE INLET CONTROL ON ENGINE RAYS BROWN, BROWN

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

PE66-878 0151

CUSTOMER COPY



544151

## TRUCK CENTER

P.O. BOX 279  
RI-73 AND 38  
MAPLE SHADE, N.J. GRO  
Service: 856 802 0700  
Price: 856-235 5550

**BUS 3**

SERVICE ADVISOR, 305 JOHN G. HASLAM JR.

YEAR	MARKETING	SALES	EXPENSE	NET	INCOME	LOSS	TOTAL
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[illegible]

DI DATE	PRIOR LATE WORKING DAY	FIRST NAME	LAST NAME	PO BOX	CITY	STATE	ZIP CODE	INVT DATE
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IN-2003-00792 22-0005273 55H 78072001

[illegible]

06-220370-114-25 0772401

LINE	GRADE	TRK	TYPE	HOURS	DATE	LN	MT	TOTAL
1	12	5	REPAIR	1.00	11/14/11	1	1	1.00
2	12	5	REPAIR	1.00	11/14/11	2	1	1.00
3	12	5	REPAIR	1.00	11/14/11	3	1	1.00
4	12	5	REPAIR	1.00	11/14/11	4	1	1.00
5	12	5	REPAIR	1.00	11/14/11	5	1	1.00
6	12	5	REPAIR	1.00	11/14/11	6	1	1.00
7	12	5	REPAIR	1.00	11/14/11	7	1	1.00
8	12	5	REPAIR	1.00	11/14/11	8	1	1.00
9	12	5	REPAIR	1.00	11/14/11	9	1	1.00
10	12	5	REPAIR	1.00	11/14/11	10	1	1.00
11	12	5	REPAIR	1.00	11/14/11	11	1	1.00
12	12	5	REPAIR	1.00	11/14/11	12	1	1.00
13	12	5	REPAIR	1.00	11/14/11	13	1	1.00
14	12	5	REPAIR	1.00	11/14/11	14	1	1.00
15	12	5	REPAIR	1.00	11/14/11	15	1	1.00
16	12	5	REPAIR	1.00	11/14/11	16	1	1.00
17	12	5	REPAIR	1.00	11/14/11	17	1	1.00
18	12	5	REPAIR	1.00	11/14/11	18	1	1.00
19	12	5	REPAIR	1.00	11/14/11	19	1	1.00
20	12	5	REPAIR	1.00	11/14/11	20	1	1.00
21	12	5	REPAIR	1.00	11/14/11	21	1	1.00
22	12	5	REPAIR	1.00	11/14/11	22	1	1.00
23	12	5	REPAIR	1.00	11/14/11	23	1	1.00
24	12	5	REPAIR	1.00	11/14/11	24	1	1.00
25	12	5	REPAIR	1.00	11/14/11	25	1	1.00
26	12	5	REPAIR	1.00	11/14/11	26	1	1.00
27	12	5	REPAIR	1.00	11/14/11	27	1	1.00
28	12	5	REPAIR	1.00	11/14/11	28	1	1.00
29	12	5	REPAIR	1.00	11/14/11	29	1	1.00
30	12	5	REPAIR	1.00	11/14/11	30	1	1.00
31	12	5	REPAIR	1.00	11/14/11	31	1	1.00
32	12	5	REPAIR	1.00	11/14/11	32	1	1.00
33	12	5	REPAIR	1.00	11/14/11	33	1	1.00
34	12	5	REPAIR	1.00	11/14/11	34	1	1.00
35	12	5	REPAIR	1.00	11/14/11	35	1	1.00
36	12	5	REPAIR	1.00	11/14/11	36	1	1.00
37	12	5	REPAIR	1.00	11/14/11	37	1	1.00
38	12	5	REPAIR	1.00	11/14/11	38	1	1.00
39	12	5	REPAIR	1.00	11/14/11	39	1	1.00
40	12	5	REPAIR	1.00	11/14/11	40	1	1.00
41	12	5	REPAIR	1.00	11/14/11	41	1	1.00
42	12	5	REPAIR	1.00	11/14/11	42	1	1.00
43	12	5	REPAIR	1.00	11/14/11	43	1	1.00
44	12	5	REPAIR	1.00	11/14/11	44	1	1.00
45	12	5	REPAIR	1.00	11/14/11	45	1	1.00
46	12	5	REPAIR	1.00	11/14/11	46	1	1.00
47	12	5						

AUGUST 1968 - TSPUBS FROM EAST PORT DARRAN, SPH NO/PLONGED IT WAS HIT.

BROKEN FRAGMENT WAS HELD TO RIGHT SIDE AXIL BY 1/2 IN. CORK WITH  
TAPES.

RE3010 "PLATE" TO REPLACE CURRENT ASSEMBLY

2017-01-10 14:10:10 MSG: FET:AX (N/C)

500.00 TIME TO AIR MAIL SERVICE DEPARTING 10:00 AM

ATTENTION TO CR FRONT END ~~REPAIR TIR BUSHINGS~~

WAR, SPANISH INFLUENCE, SPAIN AND TION OF WAR

02: 250' 01

DATE: 2019-10-10 14:04:00  
COUNT: 1

**PAGE TIPS:**

4170 JOURNAL OF CLIMATE

11631 -37- INSPECT FRONT END FOR DAMAGE, PER NO STONE IT WAS HIT BROKEN  
 11632 -37- (P) TO LIFT CAR OFF GROUND WITH JACKS AND

AVAILABLE SEPARATE. USED TO ORDER AXLE TIRE ASSEMBLY. ORDER SHIP ATTACHED.

BAR, KEYS, CALIPERS, ROULES, SPRING U BOLTS. 39: CONTINUED.

\*\*\*\*\*  
SPTCHERS, TOLSTEN BAR.. ROAD TRIP AND RETIREMENT SPRING H HOLLER, CULAN RAY.  
\*\*\*\*\*

ALL REPAIRS ARE NOT WARRANTY: REPAIRS AUTHORIZED

BY: \_\_\_\_\_ METHOD OF \_\_\_\_\_  
DATE: \_\_\_\_\_

INITIALS: ACCOUNT #

AUTH. IF REPAIRS ARE NOT NECESSARY: REPAIR  
 AUTHORIZED BY:

METHOD OF PAYMENT: \_\_\_\_\_

[illegible]

OUR AIM IS QUALITY SERVICE		PERCENTAGE	TOTAL
OUR MISSION IS CUSTOMER SATISFACTION		CAROL ANGLINT	

CUT THROUGH TO GROUND OR SATISFACTION	PARTS AMOUNT
RIDGE ON THE AIR	

VISIT US ON THE WEB: <a href="http://WWW.HOMESITELOCK.COM">WWW.HOMESITELOCK.COM</a>		GAS, OIL, LUBE
		BULLET AMOUNT

Hours: Monday-Friday: 7:00 a.m. - Midnight   OPEN Saturday 7:00 a.m. - 6:00 p.m.	MISC. CHARGES
WE SERVICE ALL MAKES AND MODELS	CHRYSLER CHARGES

WE SERVICE ALL MAKES AND MODELS!		TOTAL CHARGES	
		DEDUCTIBLE	

	SALES TAX	
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	<b>PAYMENT</b>		<b>PLEASE PAY THIS AMOUNT</b>
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CUSTOMER COPY

FD-4-070 0152



**Holman**  
TRUCK CENTER

P.O. BOX 270  
Rt 73 AND 38  
MAINE HADLEY, N.J. 08057  
Service 856 802 0700  
Parts 856 235 5556

INVOICE

PAGE 1

SERVICE ADVISOR: 1-305 JOHN G HASLAM JR

ENHALL, PA  
ONE

COLOR	YEAR	MAKE/MODEL	VIN	WARRANTY	DATE	PAYMENT	DATE
	01	FORD F450	1FD0X46P3E				
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	START DATE	END DATE		
9 FEB 2003			22:00-05 NOV 03				
		READY	ON				
1:06 22 OCT 03	14:29 07 NOV 03						

ON 06 OCT 03 TECH TYLEE HOURS  
1831 AXED WATER TO THE SYS AND PRESSURIZED THE COOLING SYS AND FOUND  
THE ROR COOLER HOSE IN LEAKING NEED TO R/R THE TUBED AND THE INTAKE TO  
REPLACE THE ROR COOLER LINE. STARTED TAKING THE R/R OF THE ROR APART  
AND FOUND THE ROR AND OUPLET WAS BROKEN AND ALL BROKE APART. NEED TO  
REPLACE THEM AND ALSO START TAKING THE TOP OF THE ROR APART FOR THE  
EXHAUST LEAK. REMOVED THE TIGER AND OUTER FAN SHROUDS AND THE  
FAN REMOVED THE OIL AND FUEL FILTER HOSE/TUBE TO REMOVE THE TUBED AND  
THE INTAKE. REPLACED THE HOSE ON THE ROR COOLER AND REASSEMBLED THE  
TOP OF THE ROR AND REPLACED THE TUBED BECAUSE THERE WAS A LOT OF STAY IN  
THE TUBING. HAD MORE THAN 1.5" OF AND IN. RECHECKED THE COOLING SYS  
AND PRESSURE TESTED THE SYS.

REPLACE ROR BELT, HAVE OLD ONE AS A SPARE  
FN ENHALL 1831

187 CRACKBELL, WILLIAM LIC#: C245

1012-8146-AD BIRD FAN	12.50	28.92	28.92
1012-8146-AD BIRD FAN AD	40.00	81.00	81.00
1 EXHAUST FREIGHT	25.00	25.00	25.00
1 OIL BELT	108.40	108.40	108.40
1 EXHAUST FREIGHT BELT	25.00	6.00	6.00
1 R & R FAN SHROUD			
187		56.25	56.25

FN MODIFY EXISTING FAN SHROUDS

187	37.50	37.50
-----	-------	-------

1831 CUT THE NEW INNER FAN SHROUD TO THE OLD INNER FAN SHROUD AND  
FOUND THE ROR CO. PUT A DIFFERENT SERP BELT ON HAD TO CALL THE BODY  
CO. AND GET THEM TO GET A BELT FOR THIS TRUCK. INSTALLED THE NEW FAN  
BELT AND THE INNER FAN SHROUD AND THE FAN BLADE AND THE OUTER FAN  
SHROUD.

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

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PE04-070 0153



IN KENTWORTH

**Holman**

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Box 278  
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Maple Shade, NJ 08052  
Service: 856.802.8700  
Parts: 856.235.5528

PAGE 4

ENGLEWOOD, PA

ONE

BUS

SERVICE ADVISOR

305 JOHN G HASLAM JR

COLOR	YEAR	MAKE/MODEL	VIN	DATE	TIME	DATE	TIME
LUE	03	FORD F450	1F3XX11P391	11/11/12	11:12	11/11/12	11:12
DEL DATE	PROD DATE	WARR EXP	WARR PROD	DATE	TIME	DATE	TIME
9FEB2003	03/11/12	5/1/12	22/01/05NOV01	11/11/12	11:12	11/11/12	11:12

QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
1	2201101	1	168.75	168.75

LINE	QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
1	1	2201101	1	168.75	168.75

QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
1	2201101	1	168.75	168.75

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1	2201101	1	168.75	168.75

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1	2201101	1	168.75	168.75

QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
1	2201101	1	168.75	168.75

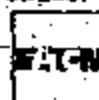
QTY	DESCRIPTION	UNIT	PRICE	AMOUNT
1	2201101	1	168.75	168.75

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DESCRIPTION	TOTALS
LABOR AMOUNT	168.75
PARTS AMOUNT	249.32
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	418.07
DEDUCTIBLE	0.00
SALES TAX	25.09
PLEASE PAY THIS AMOUNT	443.16

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SERVICE PRICE #1 2000

FE04-070 0154







94451

INVOICE

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P.O. BOX 278  
H. STAND 28  
MAPLE SHADE, N.J. 08052  
Service: 855 802 8700  
Parts: 855 238 8666

PAGE 2

SERVICE ADVISOR: 305 JOHN G HASLAM JR

ENGALISH PA

COLOR YEAR MAKE MODEL  
03 FORD F450  
OIL DATE PRICE DATE WARR EXP

06/22/01 22:00 06/22/01  
RO. OPENED READY

11:00 22/03 11:52 06/22/01  
IN: OXIDON TECH 1798 HOURS

1FDXX4610

ENG 6.0L

CASH 06NOV2001

LIST NET TOTAL

31811 ADDED WATER TO THE SYS AND PRESUREIZED THE EXHAUST SYS AND FOUND THE EXH CYLINDER HOSE IN LEAKING. NEED TO R/R THE TURBO AND THE INNER TO REPLACE THE EXH COOLER LINE. STARTED TAKING THE FRT OF THE EXH AWAY AND FOUND THE INNER AND OUTER FAN SHROUDS ARE A LITTLE APART. NEED TO REPLACE THEM AND ALSO FINISH TAKING THE TOP OF THE EXH AWAY FOR THE EXHAUST BRK. REMOVED THE INNER AND OUTER FAN SHROUDS AND THE FAN. REMOVED THE OIL AND FUEL FITTING HOUSING TO REMOVE THE TURBO AND THE INTAKE. REPLACED THE HOSE ON THE EXH COOLER AND REASSEMBLED THE FRT OF THE EXH AND REINSTALLED THE TURBO BECAUSE THERE WAS A LOT OF PLAY IN THE TURNING SHAFT. MORE THAN 1/2" OF AND INST. REPLENISHED THE COOLING SYS AND PRESSURE TESTED THE SYS.

D\*\* REPLACE SERP BELT, SAVE OLD ONE AS A REPAIR  
EN REPLACE SERP BELT

187 CRACKNELL, WILLIAM L

CPD

1 3C32\*8146\*AJ SHRD-FAN

75.00 75.00

1 3C32\*8B61\*AD SHRD-FAN RR

22.50 28.92 28.92

1 FREIGHT FREIGHT

90.00 81.00 81.00

SHROUD

299.95 25.00 25.00

1 QSP BELT

108.40 108.40 108.40

1 FREIGHT FREIGHT

299.95 6.00 6.00

BELT

EN H & R VAN SHROUD

187

56.25 56.25

EN MODIFY EXISTING FAN SHROUDS

187

CPD

37.50 37.50

31831 CUT THE NEW INNER FAN SHROUD TO THE OLD INNER FAN SHROUD AND FOUND THE BODY CO. HAD A DIFFERENT SERP BELT. ON HAD TO CALL THE BODY CO. AND GET THEM TO GET A BELT FOR THIS TRUCK. INSTALLED THE NEW FAN

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SURLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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PE04-070 0150





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Holman

TRUCK CENTER

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MAILING ADDRESS 04352

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Parts: 855 735 0616

9 4 6 7 8

WORKORDER

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PAGE 1

SERVICE ADVISOR: 10 HEVETOW, CHUCK

215 559 8888

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE#	MILEAGE RECD	AG
BLUE	03	FORD F450	1F3XG63E		32662/32662	

D. DATE	INCD. DATE	AA-UT	EXP. DATE	DATE	PAYMENT	NO. DATE
10NOV2003						

R.O. OPENED	READY	OPTD	FLIGHT	OL
10NOV2003 22:03				

LINE OF CODE: FLAT TIRE TYPE DESCRIPTION/INSTRUCTIONS

"A" 2.10 187 WEG - CK & REPORT VEHICLE WOULD NOT GO OVER TO THE RIGHT WHEN LEFT. WOULD NOT GO TO PLACE ON H-7A. WHAT HE DESCRIBED AS A JAW EXPANSION UNDER HEAD THEN

No POWER

IF A/C AIR 3.00 187 IT IF REPAIRS ARE NOT WASTEFUL: REPAIRS AUTHORIZED  
HOD OF

INITIALS:   
 DAYTON   
 JENIN   
 ROCKY: 4

IF C 187 3.00 187 IT CK HISTORY THIS HAS BEEN HERE MULTIPLE TIMES

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

I understand that all parts and accessories sold or used are subject to the Federal Magnuson-Moss Act and the consumer merchandise purchased is under limited warranty by the manufacturer and the written terms and conditions thereof are available for my inspection.

INITIAL ESTIMATE		CUSTOMER APPROVAL	
ADD'L REPAIRS (Est of)		ADD'L AMOUNT	
SERVICE WRITTEN BY	PHONE	PERSON	DATE
ADD'L REPAIRS (Est of)		ADD'L AMOUNT	

8040 X  
 I HEREBY WAIVE MY RIGHT TO RECEIVE A WRITTEN ESTIMATE OF THE PRICE TO COMPLETE THE REQUESTED REPAIRS.  
 CUSTOMER SIGNATURE

CUSTOMER COPY



**Holman**  
TRUCK CENTER

P.O. BOX 278  
MT. AIRY, NC 28552  
MAPLE SHADE, NJ 08052  
Service Rep 122 1/2  
PA 111 558

**INVOICE**

PAGE 1

SERVICE ADVISOR:

TO CHUCK HEVELOW

PHILADELPHIA, PA  
KMS:

BUS

LT/LDR	YEAR	MAKE/MODEL	VIN	LICENSE	WEIGHT	DATE	PAYMENT
03	03	FORD F450	1FDDX46P63		32662/32670		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PD NO.	DATE	PAYMENT	DATE
			09/18/12NOV03			CASH	11NOV2003

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

A CR & REPORT VEHICLE WYED AT 10 OVER 10 MPH WITH A CRASHED FRONT  
TO FLOOR HP HEARD WHEN IN DRIVE UP AS A TACKLE LOSTON UNDER  
HOOD THEN VEH. WENT  
CAUSE: 32662 CHECKED OUT THE LACK OF LUBRICATION AND VEH. WAS CAC HOSE ON  
THE L-OP THE RMT A THE CAC COOLER WAS TIGHTENED TO THE SAM CLEANED  
THE HOSE AND  
6005F ENGINE PERFORMANCE DETERIORED DIPPED  
ENGINE DIA  
187  
WP4  
6005F1 KEY ON ENGINE OVR - FORD CHECK - TEST -  
187  
WP4  
6005F2 KEY ON ENGINE OVR - FORD IN RMT  
ELECTRICAL SYSTEM - TEST -  
187  
WP4  
6005F6 KEY ON ENGINE OVR - FORD CHECK - TEST  
187  
WP4  
6005F8 KEY ON ENGINE OVR - FORD IN RMT  
ELECTRICAL SYSTEM - TEST -  
187  
WP4  
6005F11 EXHAUST SYSTEM RESTRICTION - TEST - L  
187  
WP4  
6005F12 BOOST PRESSURE - TEST - L  
187  
WP4

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

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TRUCK CENTER

INVOICE

SERVICE ADVISOR

YEAR	03	MAKE	FORD	MODEL	150	DATE	11/03
OIL DATE		PROD DATE		WARR EXP		DATE	

R.O. OPENED	11/03	READY	11/03	ENGINE OIL	
-------------	-------	-------	-------	------------	--

LINE	DESCRIPTION	TECH	STAGE	HOURS	REPAIRS	NET	TOTAL
6005P13	FUEL CONTAMINATION CHECK - I			1.87			
6005P14	WATER RESTRICTION CHECK - I			1.87			
6005P1X1	KEY ON ENGINE OFF KOPO CHECK TEST			1.87			
6005P1X2	EXTRA TIME TO REPAIR WATER RESTRICTION			1.87			
6005P1X3	DIAG AND R/R CAC HOSES TIME FOR			1.87			

SC: D42 07  
EAL19: 60540  
COUNT:  
CLAIM TYPE:  
APR CUL:  
C215

22662 CHECKED OUT THE LACK OF POWER AND FOUND THE CAC HOSE ON THE L/R. THE ENG AT THE CAC COOLER WAS POPPED OFF. STEAM CLEANED THE HOSE AND REINSTALL ED THE HOSE AND IT STILL POPPED OFF. ORDERED A NEW HOSE. THE DCT THAT WAS SET WAS P2263. CLEANED OFF THE CAC HOSE WITH SOAP AND WATER AND REINSTALLED IT AND ROAD TESTED. THE TRUCK THE CAC HOSE POPPED OFF AGAIN. REPLACED THE CAC HOSE UNDER THE AIR FILTER. HAD TO R/R THE AIR FILTER TO GET TO THE CAC HOSE TO REPLACE IT.

IF REPAIRS ARE NOT WARRANTY REPAIRS AUTHORIZED

BY:	METHOD OF
PAYMENT:	PO#
INITIALS:	ACCOUNT #

IF REPAIRS ARE NOT WARRANTY REPAIRS AUTHORIZED

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



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PEB4-070 8160



COLOR	YEAR	MAKE/TYPE	VIN	LICENSE	INVOICE	CUSTOM	SALE
WHITE	03	PCRD P4504	1GNDX4655EM		12660	32870	
DEL DATE	PRD DATE	SALE DATE	PRD DATE	PRD DATE	PRD DATE	PRD DATE	PRD DATE
9/24/2003		09/14/2003					
R.D. OPENED	READY	READY	READY	READY	READY	READY	READY
2:03	13NOV03	09-14	13NOV03				

LINE OF DEBIT/ CREDIT TYPE HOURS RATE OF CHARGE TOTAL DEDUCTIBLE TOTALS  
METHOD OF PAYMENT: SC  
FOR: AMOUNT DEDUCTIBLE  
INITIALS: LOAN ACCOUNT  
187 [REDACTED] 0.00 10.00  
\*\*\*\*\*  
CREDIT HISTORY: THIS HAS BEEN HERE SINCE 1960  
1960 CUSTOMER INFORMATION: [REDACTED]  
187 [REDACTED] 0.00 10.00

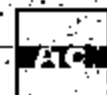
\*\*\*\*\*TO ALL CUSTOMERS\*\*\*\*\*  
 \*\*\*\*\*WE ARE NOW LOCATED AT 111 W. TIGER AVE\*\*\*\*\*  
 \*\*\*\*\*MAPLE SIDE NJ 08052\*\*\*\*\*  
 \*\*\*\*\*NEW HATRIWAY, INKOP\*\*\*\*\*  
 \*\*\*\*\*SERVICE AND PARTS 8:00AM TIL 1:00PM\*\*\*\*\*  
 \*\*\*\*\*THANK YOU FOR OUR PATRONAGE\*\*\*\*\*

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DESCRIPTION	AMOUNT
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS-OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
DEDUCTIBLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

**CUSTOMER COPY**

PE84-878 0161

121187

94451

TRUCKS

Holman



INVOICE

TRUCK CENTER

PAGE 3

SERVICE ADVISOR: 305 JOHN G. HASLAM JR.

JENSALEM PA

DATE	YEAR	MAKE	MODEL	TYPE	VEHICLE NO.
09-01-2001	01	FORD	F450	TRUCK	121187
DATE	FROM DATE	WARRANTY	PROCESSED	PAID	PAYMENT
09-01-2001					
R.O. #	READY	REPAIR	REPAIR	REPAIR	REPAIR
09-01-2001					

LINE C/OOK TECH TUNE HEARD

PUMP AND THE INNER FAN (SOUND) AND THE VAN BLADE AND THE OUTER FAN

VIBRATION

R/O OK AND REPORT ON TRUCK OPERATION, VEHICLE LACKS POWER

LABOR

1012-02682-400M ALUMINUM RIL WHOLE

1 X3-1-A SILICONE GREASE (BRAKE CALIP)

FROM REPLACED THE TUBO PISTONS THERE WAS MORE THAN 100% PLAY IN THE  
 TURNING SHAFT. R/R THE OIL TUBES AND EXHAUST CLAMP TO REPLACE THE  
 (R/O).

\*\*\*\*\*TO ALL INTERVIEW\*\*\*\*\*  
 \*\*\*\*\*WE ARE NOW LOCATED AT 574 N. ROAD\*\*\*\*\*  
 \*\*\*\*\*MAPLE GROVE, MN 55127\*\*\*\*\*  
 \*\*\*\*\*NEW SCHEDULED HOURLY\*\*\*\*\*  
 \*\*\*\*\*SERVICE AND REPAIRS 8:00AM TO 1:00PM\*\*\*\*\*  
 \*\*\*\*\*THANK YOU FOR YOUR PATRONAGE\*\*\*\*\*

*Handwritten signature and initials:*  
 P. All  
 CKH  
 3287

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DESCRIPTION	TOTALS
LABOR AMOUNT	168.75
PARTS AMOUNT	249.32
GAS, OIL, LUBE	0.00
SHEET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	418.07
DEDUCTIBLE	0.00
SALES TAX	25.09
PLEASE PAY THIS AMOUNT	443.16

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PE04-878 8182



INVOICES  
 12187 91965  
 INVOICES  
 MAPLE SHADE, N.J. 08052  
 Phone: 856-802-0700  
 Fax: 856-802-0700  
 E-Mail: info@holmantruck.com  
 SERVICE ADVISOR: 315 STEPHEN CUMMINS

COLOR	YEAR	MAKE/MODEL	PLATE	LICENSE	MI/AGE	OUT	IN
BLUE	03	FORD F450	FDX				
DEL DATE	PROD DATE	WARRANTY	WARRANTY	WARRANTY	WARRANTY	WARRANTY	WARRANTY
19FEB2003	12/17/02	12/17/02	12/17/02	12/17/02	12/17/02	12/17/02	12/17/02
R.O. OPENED	READY	READY	READY	READY	READY	READY	READY

08:45 08DEC03 12/17/02 12/17/03  
 LINE 00CODE TECH TRUCK HOUR 12.1  
 CK AND REPORT ON CHARGING SYSTEM. TRUCK WILL NOT START. GAUGE READS  
 LIKE IT IS IN DISCHARGE.  
 CAUSE: 35443 VEHICLE AT FRONT ENTRANCE OF LINCOLN MERCURY TRUCK SHOPPING  
 WITH SERVICE TRUCK NO. TOO DEAD. BRING HOT SHOT CART TO VEHICLE.  
 START VEH.  
 10654C BATTERY. TEST CHARGE AND RE TEST.  
 (10654/10554/10654)  
 42 WPM  
 2032Z 10146B BARKER HUMAN ALTERNATOR (6G)  
 10200AS ALTERNATOR CIRCUTS. (USING VOLTMMETER)  
 DIAGNOSIS  
 42 WPM  
 10146B R R ALTERNATOR TRANSFER PARTS  
 42 WPM  
 MT10654 TIME TO PUSH INOPERATIVE VEHICLE, AMPLE  
 TIME TO DRIVE TO TO CONFESSION  
 42 WPM  
 PARTS: 2032Z 10146B BARKER HUMAN ALTERNATOR (6G)  
 10200AS ALTERNATOR CIRCUTS. (USING VOLTMMETER)  
 CLAIM TIME:  
 AMT CUBI:  
 03H1  
 35443 VEHICLE AT FRONT ENTRANCE OF LINCOLN MERCURY TRUCK SHOPPING WITH  
 SERVICE TRUCK NO. TOO DEAD. BRING HOT SHOT CART TO VEHICLE / START VEH  
 START BATTERY FOR TESTING TEST CHARGING SYSTEM / CG 12.1 VOLTS REPORT  
 ON VEH/ REMOVE ALT TO 10 NUMBERS REINSTALL ALT / PARK BACK OUTSIDE //  
 PARTS TRYING TO LOCATE ALT // BRING VEHICLE BACK INTO SHOP //  
 DISASSEMBLE ALT TO TRANSFER SPECIAL ADAPTER INSTALL ALTERNATOR / TEST  
 W/ OK 14.2 VOLTS

OUR AIM IS QUALITY SERVICE OUR MISSION IS CUSTOMER SATISFACTION		DESCRIPTION	TOTALS
VISIT US ON THE WEB: <a href="http://www.holmantruck.com">www.holmantruck.com</a>		LABOR AMOUNT	
		PARTS AMOUNT	
Hours: Monday-Friday 7:00 a.m. - Midnight   OPEN Saturday 7:00 a.m. - 6:00 p.m.		GAS, OIL, LUBE	
		SUBLET AMOUNT	
WE SERVICE ALL MAKES AND MODELS!		MISC. CHARGES	
		TOTAL CHARGES	
		DEDUCTIBLE	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

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FED-070 0183



12/1/87

95192

TRUCKS

Holman

TRUCK CENTER

P.O. BOX 278

AT 73 AND 18

MAPLE SHADE, NEW JERSEY

INVOICE

PAGE 1

SERVICE ADVISOR

305 JOHN

PA

ONE

BUS

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
03	FORD F450	1F0XK46P63E		38641/38642	
DEL DATE	PROD DATE	WARR EXPI	FIN	DATE	PAYMENT
19FEB2003		10/30/04			CASH

R.O. OPENED	READY	DATE	ENCLOSURE
12/20/01	12/20/01	21FEB04	

TECH TYPE/HOURS LIST NET

OF & REPORT ON BROKEN IDLER PULLEY, CUST HAD TO CUT BELT TO REMOVE

R.P. COMPONENT TENSIONER AND RELATED PARTS

187

3027\*60209\*AP TENSIONER ASSEMBLY-FRG DRV  
 3042\*8014\*AD SHROD FAN RR  
 PRX/26240 PERMANENT STRENGTH  
 14PH BELT

108.85	71.84	71.84
108.00	71.29	71.29
26.42	15.58	15.58
8.00	4.00	4.00

8041 BROUGHT TRUCK IN AND REMOVED THE OUTER FAN SHROUD TO GET TO THE FAN AND FOUND THE INNER FAN BELT IS ALL BUSTED UP AND THE

ALSO THE AFTERMARKET TENSIONER AND THE

FORD TENSIONER ARE SENT: ORDERED IN ALL THE PARTS FROM FORD AND THE

TOW TRUCK COMPANY. BROUGHT THE TRUCK BACK IN THE SHOP AND REMOVED THE

INNER FAN SHROUD AND THE FAN TO GET TO THE IDLER AND TENSIONER. THE

IDLER THE CUST GOT WAS THE WRONG ONE. GOT THE CORRECT IDLER PULLEY AND

INSTALLED IT AND THE 2 TENSIONERS AND MODIFIED THE INNER FAN SHROUD AND

INSTALLED IT AND THEN W BELTS AND THE FAN AND THE OUTER FAN SHROUD.

SPECIAL REPORT ON FRT END VIBRATION

DIAG DIAGNOSTIC

187

55 CPD

207 HAYES, MICHAEL F LIC#: 9990

CPD

HOW MANY TIMES  
 DOES HOLMAN  
 TRUCK HAVE TO  
 DO THE SAME REPAIR

55 CPD SAME REPAIR DONE ON 300.00 300.00

2 4C3Z\*3049\*DA JT ASY-ERT AX BL RH 94451 51.98 46.78 93.56

207 HAYES, MICHAEL F LIC#: 9990

CPD

ROTATE6 ROTATE TIRES DUAL REAR WHEELS 75.00 75.00

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DESCRIPTION	TOTAL
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
BULLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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TRUCKS

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TRUCK CENTER

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REED AND CO

MAY 1995

08052

0700

5850

PAGE 2

SERVICE ADVISOR: 305 JOHN G HASTAM JR

ENSALEM, P

ONE

BUS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAB
BLUE	03	FORD F450	1FDXK46P631		38641/38642	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
3 FEB 2003			10:30 07 JAN 04			CASH

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
3 FEB 2003			10:30 07 JAN 04			CASH	21 FEB 2004

INR OPCODE	TECH TYPE	HOURS	LIST	NET	TOTAL
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207 HAYNE, MICHAEL F LIC#: 9990

BR BRAKE REPAIR

55 CPD

1 FB12\*1125\*AB DSC-FRT WIL BRK 170.52 160.67 160.67

\*W704750\*P437 BOLT BRX115 HEX PLNG PIL 2.13 2.13 2.13

\*31X\*2001\*CA KIT-BRAKE SHOE & LINING FRONT 107.17 96.45 96.45

NOTE: (1) REMOVED THE FRT END AND FOUND THE BALL JOINTS ON BOTH SIDES

HAVE PLAY IN THEM. ALSO FOUND THE L/FRT ROTOR IS CHEWED UP. THE TRUCK

NEEDS A ROTOR AND FRT PADS. ALSO RECOMMEND SPIN BALANCING THE FRT TIRES.

TECH 55 - R & R ALL 4 BALL JOINTS, FRT DISC PADS AND L/R ROTOR.

RE-SURFACED R/F ROTOR. (207) BALANCE, ROTATE, AND INFLATE ALL SIX TIRES

TO MANUFACTURER'S SPECIFICATIONS, ROAD TEST ON I295 AND LOCAL ROADS,

DID NOT FEEL VIBRATION, TRUCK HANDLES WELL, REPAIR COMPLETE.

\*\*\*\*\*

ON 4 REMOVED THE WATER IN FUEL LIGHT STAYING ON

W/REAR TANK TO DING AND R/R FUEL FILTER HEADER

187 CRACKNELL, WILLIAM LIC#: 0245

1 3C3Z\*9B249\*AB ADPT-FU/FLTR 93.20 83.88 83.88

FUELIA REPLACE FUEL FILTER

187 CRACKNELL, WILLIAM LIC#: 0245

1 3C3Z\*9N184\*CA KIT-FU/FLTR ELEM 89.22 79.41 79.41

18641 REMOVED THE PLUG FROM THE FUEL WATER SEPERATOR AND CLEANED IT OUT

BUT FOUND THAT DID NOT TURN THE LIGHT OFF. REMOVED THE FUEL WATER MODULE

AND FOUND THAT IT WAS ALL RUSTED INSIDE. HAD TO REPLACE THE MODULE TO

GET THE LIGHT TO GO OUT. ALSO REPLACED THE FUEL WATER SEPERATOR FILTER

AND THE FUEL FILTER IN THE FRT OF THE ENGINE. THIS REPAIR WAS DONE ON

\*\*\*\*\*

ALL REPAIRS ARE NOT WARRANTED. REPAIRS AUTHORIZED R. 0.0 91591

BY: METHOD OF

PAYMENT: INITIALS: ACCOUNT #

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TRUCKS

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\*INVOICE\*

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HI 73 AND 38

MAPLE SHADE, NJ 08052

Service: 855-802-0700

Parts: 855-235-5555

ENSALEM, PA

OMH

PAGE 37

SERVICE ADVISOR: 305 JOHN C HASLAM JR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE	PORT	STAG
WHITE	03	FORD F450	1FEXX46P63E		38641/38642		
FL. DATE	PHOTO DATE	WARRANTY	PROBABLE	RI	PAYMENT	FINANCIAL	
2003			10:30 2/11/04		CASH		21FEB2004

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

AUTH IF REPAIRS ARE NOT WARRANTY: REPAIRS

METHOD OF PAYMENT:

FOR AMOUNT:

INITIALS: ACCOUNT:

197 CACONNEL, WILLIAM TUCK: 0245

0.00 0.00

\*\*\*\*\*TO ALL CUSTOMERS\*\*\*\*\*

\*\*\*\*\*MAPLE SHADE NJ 08052\*\*\*\*\*

\*\*\*\*\*SERVICE AND PARTS 8:00AM TILL 1:00PM\*\*\*\*\*

\*\*\*\*\*THANK YOU FOR YOUR PATRONAGE\*\*\*\*\*

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DESCRIPTION	TOTALS
LABOR AMOUNT	1279.25
PARTS AMOUNT	812.27
GAS-OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	76.13
TOTAL CHARGES	2167.65
DEDUCTIBLE	0.00
SALES TAX	130.07
PLEASE PAY THIS AMOUNT	2297.72

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