

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

Robert M. Silverman, Esquire
Identification No. 55914
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

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

Boothwyn, Pennsylvania

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

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

COMPLAINT
CODE: 1200

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania [REDACTED] Boothwyn, Pennsylvania [REDACTED]
2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conduct business in the Commonwealth of Pennsylvania, and is a corporation of the State of Delaware, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI, 48243, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA, 19103.

BACKGROUND

3. On or about June 06, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX31P13E [REDACTED]
4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$43,031.04. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

16. On or about June 06, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

24. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal stalling condition, no-start condition, idle fluctuates, oil leak and defective injectors. True and

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

46. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

47. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

48. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

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

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

50. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

**Credit Sale Contract and
Disclosure Statement (Pennsylvania) 1-800-821-7006**

SUNTRUST

Seller (Dealer's Name and Address) MATTHEWS POOL FORD 100 W LANCASTER AVE PAOLI PA 19301-1722	Buyer (and Co-Buyer) Name and Address (Include County and Zip Code) [REDACTED] BOTHWYN PA [REDACTED]
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In this contract the words "you" and "your" mean the buyer, and refer to each person or entity who signs below as Buyer or Co-buyer. "We", "us" and "our" mean the Seller, or SunTrust Bank after it buys this contract. You hereby purchase from us the vehicle described below (the "vehicle"). You have received and accepted the vehicle, which will be used primarily for personal, family or household purposes unless the following box is checked: ☐ vehicle use is primarily for business purposes. You may buy the vehicle for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract you choose to buy the vehicle on credit.

Payment Terms: You promise to pay us the Amount Financed plus simple interest on that amount at the Annual Percentage Rate in consecutive monthly installments commencing on the due date specified in the Schedule of Payments and on the same day of each succeeding month until paid in full. You will also pay to us any other charges imposed under this contract, such as late charges, and costs of collection, repossession, storage or sale of the vehicle.

Motor Vehicle	Year, Make and Model	Body Style	MSRP	Serial No.	Odometer Reading
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	2003 FORD TRUCK F SERIES	F350 SUPERDUTY	\$4,599	1FTSX31P13E [REDACTED]	

The following disclosures are required by law and are a part of this contract:

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of
4.99 %	\$ 2338.54	\$ 22532.58	\$ 25831.04	\$ 18000.00 \$ 43831.04

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
48	\$516.88	monthly beginning 07/05/2003

Late Charge: If a payment is more than 10 days late, you will pay a late charge of 2% Security Interest. You are giving a security interest in the vehicle being purchased and in all savings and checking accounts that we hold for you, except IRA and Keogh accounts and pension funds.

Prepayment: If you pay off early, you will not have to pay a penalty.

Additional Information: See the other side of this contract for more information including information about non payment, default, any required repayment in full before the scheduled date and penalty interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Sale Price-Consisting of (A) Cash Price of Vehicle Sold	\$	36200.00	
(B) Separate Charges, if any, for Delivery, Installation, Repair or Other Services	\$	N/A	36200.00 (1)
2 Total Downpayment = Net Trade-in \$	N/A	+ Cash Downpayment \$	18000.00
Trade-in is a			\$ 18000.00 (2)
Year	Make	Model	
3 Unpaid Balance of Cash Sale Price (1 minus 2)			\$ 28200.00 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf. We may Retain a Portion of These Amounts.			
*A Cost of Optional Mechanical Repair Coverage Paid to the Company Named Below— Covering Certain Mechanical Repairs	\$	N/A	
*B Cost of Optional Credit Insurance for the Term of this contract Paid to the Insurance Company or Companies Named Below. Life \$	\$	N/A	
C Taxes Not Included in Cash Price	\$	2232.00	
D Filing and Recording Fees	\$	5.00	
DOC FEE	\$	55.00	

PE04-070 0175

1. Other Charges (Seller must identify who will receive payment/initials of the charges)

Optional Debt Cancellation Contract \$ N/A

to for \$ N/A

to for \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 2492.50 (4)

2. Amount Financed (Principal Amount Financed) (3 + 4)

\$ 22692.50 (5)

Items 6, 7 and 8 are calculated assuming you make all payments on the dates and in the amounts scheduled.

6. Finance Charge

\$ 2338.54 (6)

7. Total of Payments (Time Balance) (5 + 6)

\$ 25031.04 (7)

8. Payment Schedule: you will make a payment of \$ 521.48 and 47 installments of \$ 521.48 each, monthly, beginning 8/7/86/2083 on the dates shown in the payment schedule.

Insurance. If any insurance is checked below, the policies or certificates issued by the insurance companies will describe the terms and conditions.

Optional Debt Cancellation Coverage. You are not required to purchase a debt cancellation contract to obtain credit and such coverage will not be provided unless you sign for it and agree to pay the additional cost shown in 4 of the transactions above. The contract will describe the terms and conditions.

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance you will check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4 of the transactions above.

Check the insurance desired: ☐ Life Buyer ☐ Co-Buyer ☐ Both ☐

☐ Disability, Accident and Health Buyer ☐ Co-Buyer ☐

Insurance Company

Term: ☐ \$25 Deductible ☐ \$50 Deductible ☐ \$ N/A Deductible

Name of Insurer

Home Office Address

Under policy of designated Insurer, maximum amount of insurance under this contract is \$ N/A and the amount of insurance under this and any other installment contract of the Buyer under Seller's group policy, is limited to \$ N/A. The initial amount of credit life insurance is \$ N/A. The monthly benefit of credit accident and health insurance is \$ N/A and is for your total disability. The accident and health insurance benefits will be paid as long as you are totally disabled and have to make monthly payments to us under this contract, subject to elimination or waiting periods provided in the insurance policy. The insurance benefits under both will be payable to us to the extent of our interest, and any balance by the insurance company, the insurance will be effective as of today.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

Physical damage insurance covering both your vehicle interests is required. It is not available through us; you may obtain it from anyone you want. NO LIABILITY INSURANCE INCLUDED. This coverage is not available through us.

Cancellation of Contract: Forfeiture of Down Payment. If, at any time, we have placed an order for special optional equipment, paint or similar items, or we have accepted the vehicle for use and you cancel the contract before delivery or before of the vehicle, we may retain a portion of the deposit or down payment to cover any reasonable expenses incurred as a result of your cancellation unless prohibited by applicable law. If you have made a down payment and are thereby entitled to delivery of the vehicle but while in receipt of delivery in accordance with our agreement, we may keep all of the down payment unless prohibited by applicable law.

You agree under seal to the terms and conditions set forth on both sides of this contract.

You signed this contract on JUNE 8th 1986

1. Do not sign this contract in blank.

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

Buyer acknowledges receipt of a completed copy of this contract.

Seller: MATTHEWS CAR & TRUCK (SEAL) Buyer: (SEAL)

Seller's Representative: (SEAL) Co-Buyer: (SEAL)

Title: (SEAL) Co-Signer: (SEAL)

The following parties are signing this contract only for the purpose of granting you a security interest in the vehicle. We may modify change or vary the terms of the contract (including the terms of payment) and release any Buyer or other obligor without notifying or releasing the undersigned.

Grantor of Security Interest (SEAL) Grantor of Security Interest (SEAL)

Grantor of Security Interest's Address Grantor of Security Interest's Address

Authorization for Pre-Arranged Payments: You authorize Sun West Bank to initiate charges from your ☐ checking account or ☐ savings account or ☐ money market account or ☐ Sun West Bank or at ☐ another financial institution to pay your monthly payments. You may revoke this authorization. Revocation shall be effective for any scheduled transfer falling more than 3 days after Sun West Bank receives your notice of revocation. If you revoke this authorization in writing, such revocation should be sent to Sun West Bank at P.O. Box 45740, Richmond, VA 23240.

Signature: _____ Signature: _____

Please attach a voided check or deposit slip.

Assignment: Seller hereby assigns this contract to Sun West Bank in accordance with the terms of the Dealer's Assignment, stated on the reverse side of this Credit Sale Contract and Disclosure Statement.

Seller: MATTHEWS CAR & TRUCK Date: 06/05/1986

By: (SEAL) (SEAL)

Print name and title

By: (SEAL) (SEAL)

Print name and title

By: (SEAL) (SEAL)

Print name and title

By: (SEAL) (SEAL)

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By: (SEAL) (SEAL)

Print name and title

CUSTOMER
YES
NO

ALL PARTS
AND MEN
LIFE
CITY/STATE
ZIP

CHANGE OIL & FILTER	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
REPLACE WHEEL BEARING																							
AUTO TRANS SERVICE																							
ROTATE TIRES																							
BALANCE WHEELS																							
FRONT END ALIGNMENT																							
4 WHEEL ALIGNMENT																							
4 WHEEL PERFORMANCE CHECK																							
REPLACE COOLING SYSTEM																							
CHECK BRAKES																							
STATE INSPECTION																							
EMISSION INSPECTION																							
CHECK BELTS & HOSES																							
SHOCK TUNE-UP																							
YEARLY PESTER SERVICE																							
BATTERY & CABLE SERVICE																							
HARSH & VIBRATION SERVICE																							
5,000 MILE MAINTENANCE																							
10,000 MILE MAINTENANCE																							
15,000 MILE MAINTENANCE																							
DEDUCTIBLE APPL. OR																							

INSTRUCTIONS ON WORK TO BE DONE

* PAY TYPE: W Per not today 5/21
 CUSTOMER STATES THE ENGINE STALLS WHEN
 COMING TO A STOP, HAS HAPPENED THREE
 WHEN BACKING UP, SOMETIMES CRANKS BUT
 WILL NOT START, INTERMITTENT thick smoke
from engine house Secure
 PAY TYPE: W CP1 813
 CUSTOMER STATES THE IDLE INTERMITTENTLY
 FLUXUATES, IN PERIOD AND DRIVE
INTERMITTENT NOISE ADVISE
2nd drive engine some fluctuation
is normal

CLAIM CHECK
520

THIRD CASE LIFE 500 APPROXIMATELY 5000
 1. Please inform the dealer when the dealer is not open, they will not be responsible for loss of damage to vehicle or contents left in vehicle.
 2. Please inform the dealer when the dealer is not open, they will not be responsible for loss of damage to vehicle or contents left in vehicle.
 3. Please inform the dealer when the dealer is not open, they will not be responsible for loss of damage to vehicle or contents left in vehicle.

We at Garret Ford are committed to
 exceeding your quality expectations.
 You will soon be receiving a survey from Ford
 inquiring as to your satisfaction with us. If you
 are "completely satisfied" with your service,
 please indicate exactly that on the survey and
 return it to Ford.
 If the quality of service we have provided will
 not permit you to respond "completely
 satisfied", please contact us before sending in
 the survey so we can resolve your concerns.
 Please feel free to call Mr. BURGESS, Concern
 Resolution Manager / Service Coordinator at
 610-358-5600.
 Thank You!

10 23425** STOR 0520* LIC: PA YLM4544 SVC ADV: 207
 08 **VIN: 1FT5X31P1 3E
 FORD F-350 3D
 4WD SRW XCAR
 LICENSE: PA REL TRUCK
 SVC DLR: 801373
 IN-SVC: 060603 PHOD: 121002
 ODOMETER: CURRENT: 1900
 AVG-PER DAY: PER MONTH: 195
 LOCATION: OUT BACK BEST CODE: 1FT
 By 4:00
 PLANTIFF'S
 08/11/03 16:17:28
 ST VISIT
 PROMISED DATE: 08/11/03 TIME: 2300

CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO		TIME		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
DISCLAIMER OF WARRANTIES		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither warrants nor authorizes any other person to assume for it any liability in connection with the sale of said products.		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
TYPICAL CARE: LUBES & ADJUSTMENTS MADE		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
I hereby authorize the repair work hereunder and shall be held responsible for any damage to the vehicle or its contents which may result from the use of the vehicle or its contents. I hereby warrant that the work will be completed in a timely manner and that the vehicle will be returned to the customer in a safe and sound condition. I hereby warrant that the work will be completed in a timely manner and that the vehicle will be returned to the customer in a safe and sound condition. I hereby warrant that the work will be completed in a timely manner and that the vehicle will be returned to the customer in a safe and sound condition.		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
P & A CODE: 01373		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
CUSTOMER'S SIGNATURE		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
X		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
INSTRUCTIONS ON WORK TO BE DONE		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
1. PAY TYPE: M		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
VEHICLE TOWED IN BY ROADSIDE WILL NOT		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
START replace cyl 7 & 8 injectors		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
Problem still there, replace		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
high pressure oil pump. found		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
an oil leak in the block		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
replace high pressure oil pump		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
Live, inside right side cyl		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
Head		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
RD 33781**		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
TAB 0540		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
LIC: PA		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
SVC ADV: 211 BRIAN IOVINO		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
09 **VIN: 1FTSX31P1 3ER4		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
FORD		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
F-350 SD		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
4WD BRW		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
XCAB		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
LICENSE: PA		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
RED		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
SVC DLR: 801373		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
ACUS HOOK		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
19061		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
LL		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
RK:		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
ME:		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
IM-SVC: 060603		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
PROD: 121002		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
ODOMETER: LAST: 1965		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
CURRENT: 11018		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
AVG PER DAY: 26		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
PER MONTH: 780		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
LOCATION: TOWIN		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
DIST CODE: 1F1		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
repairs		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
DONE ON		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
3/22/04		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
02/18/04 08:55:27		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
****PROMISED DATE: 02/18/04 TIME: 2300****		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
TAG 0540*		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
RD 33781		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
SVC ADV: 211		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	
BRIAN IOVINO		BY		MILEAGE		DATE		APPROVAL CODE OR NO.		COMMITMENT CODE		APPROVAL 2	

<input type="checkbox"/> CLAIMS <input type="checkbox"/> YES <input type="checkbox"/> NO		APPROVAL CODE OR NO. COMMITMENT CODE	
ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED		DISCLOSURE OF WARRANTIES Any warranty on the product sold hereby is those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor disclaims any other person to assume for its liability to consumers with the sale of this product.	
LUBRICANTS 1. CHANGE OIL & FILTER 2. REPAIR TIRE 3. AUTO TRANS. SERVICE 4. FRONT TIRE 5. BALANCE WHEEL 6. FRONT END ALIGNMENT 7. WHEEL ALIGNMENT 8. PERFORMANCE CHECK 9. SERVICE COOLING SYSTEM 10. CHECK BRAKES 11. STATE INSPECTION 12. EMISSION INSPECTION 13. CHECK BELT & HOSES 14. AIR FLOW TUNE-UP 15. YEARLY FILTER SERVICE 16. BATTERY & CABLE SERVICE 17. WIPERS & WASHWATER DISTANCE 18. SUMMER MAINTENANCE 19. WINTER MAINTENANCE 20. 100,000 MILE MAINTENANCE 21. 200,000 MILE MAINTENANCE 22. 300,000 MILE MAINTENANCE 23. 400,000 MILE MAINTENANCE 24. 500,000 MILE MAINTENANCE		CUSTOMER'S SIGNATURE: <i>[Signature]</i>	

1. PAY TYPE: W CC: DOB
 CUSTOMER STATES THAT THE VEHICLE IS HARD TO START IN THE MORNING

Replace Glow Plug controller

[Handwritten signature]

TECH	OPERATION	TIME	DATE
TECHNO. LAST 4 - 5000 SEC.			

We at Sunbelt Ford are committed to exceeding your quality expectations.

You will soon be receiving a survey from Ford inquiring as to your satisfaction with us. If you are "completely satisfied" with your service, please indicate exactly that on the survey and return it to Ford.

If the quality of service we have provided will not permit you to respond "completely satisfied", please contact us before sending in the survey so we can resolve your concerns.

Please feel free to call Ira Burge, Concern Resolution Manager / Service Coordinator at 610-359-6600.

Thank You!

RD 35965 *TAG 0540* LIC: PA *[Redacted]* SVC ADV: 211 BRIAN IDVINO
 BIEL, KEITH B 03 *NVIN: 1FT8X31P1 8E *[Redacted]*
 L460 LINK BR FORD 4WD SRW XCAR
 HARCUS HODK LICENSE: PA *[Redacted]* RED TRUCK
 PA 19061 SVC DLR: 801373

IN-SVC: 060603 PROB: 121002
 ODOMETER: LAST: 1965 CURRENT: 11219
 AVG PER DAY: 26 PER MONTH: 780

Ref 3-26-04

LOCATION: TOWIN DIST CODE: 1FT

03/25/04 08:21:29

PREV RD: 35781 ****PROMISED DATE: 03/25/04 TIME: 2300****

TAG 0540 **RD 35965** SVC ADV: 211 VIN: 1FT8X31P1 8E *[Redacted]*

[illegible]

Robert M. Silverman, Esquire
Identification No. 55914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

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

[REDACTED]
Huntington Valley, PA [REDACTED]

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

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

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, [REDACTED] Huntington Valley, PA [REDACTED]

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at C/O CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103.

BACKGROUND

3. On or about April 10, 2004, Plaintiff purchased a new 2004 Ford Excursion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMSU43P94E [REDACTED]

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$66,879.68. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

16. On or about April 10, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

transmission and vehicle runs rough and stalls. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

46. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

47. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

48. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

(vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

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

(xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

50. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars (\$50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By:

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT

Dated APRIL 10, 2004

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sales Price The total cost of your purchase on credit, including your downpayment of \$ <u>9,500.00</u>
5.90 %	\$ 9,274.01	\$ 48,105.67	\$ 57,379.68	\$ 66,879.68

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
72	\$ 796.94	Monthly, beginning MAY 25TH 2004
	\$ N/A	

Security: You are giving a security interest in the Motor Vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fee: \$ 5.00

Late Charge: If a payment is not paid within 10 days after its due date, you will be charged 2% of the portion of the payment that is late for each month, or part of a month greater than 10 days. Don't let it happen again.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract we are the SELLER: **MCCAFFERTY FORD SALES INC**
1933 E LINCOLN HIGHWAY
LANGHORNE PA 19047

You are the BUYER(S): **MONTGOMERYVILLE, PA**
Name: [REDACTED] Zip Code: [REDACTED]
Address(es): [REDACTED] Zip Code(s): [REDACTED]

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All documents have been made by Seller. Seller intends to assign this Contract to the Assignee.

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN:

You have traded in the following Vehicle: **1999 CHEVROLET SUBURBAN 1GNGK26R9X**
Year and Make: **1999 CHEVROLET SUBURBAN** Description: **1GNGK26R9X**

If a balance is still owing on the Vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, contamination or security interest, except as shown in the "Notification of Amount Financed" as the "Live Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay additional charges for insurance. Please read the "NOTICE OF PROPOSED CREDIT INSURANCE" on the reverse side for a description of insurance. Your insurance certificate or policy will provide further details about your insurance. All insurance purchased will be for the term of the credit. We may receive financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance. What is your age? N/A years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A per year

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A per year

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A per year

1. [REDACTED]

1. [REDACTED]

2. [REDACTED]

2. [REDACTED]

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Vehicle:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

Year and Make: **NEW 2004 FORD** Series: **EXCURSION** Body Style: **4DR SPTUTY** Mfr. Eq. **8** Truck Use Category: **1** Serial Number: **1F75J3443P940074430**

Equipped with: **A.T., P.S., AM-FM Stereo, 5 Spk. Disc, A.C., P.W., AM-FM Tape, Vtyl**

ASSIGNEE: We may assign this Contract and Security Agreement to the Assignee to a subsequent assignee. The term also refers to each Seller in this Contract and in the Security Agreement shall belong to and if Seller makes an assignment.

Assignee: If the Assignee assigns, all rights and benefits of the Assignee will belong to the Assignee.

Notification of Amount Financed

Cash Price: \$ 55,292.22

Cash Downpayment: \$ 3,000.00

Trade-In Value of Trade-In: \$ 6,500.00

Live Payoff: \$ N/A

Unpaid Cash Price Balance: \$ 45,792.22

Charges for Insurance: \$ N/A

In Public Officially Rec: \$ 140.45

Licenses, Tags and Registration: \$ 5.00

Live Fee: \$ 55.00

To DOCUMENTARY FEE: \$ 2,113.00

To SERVICE CHARGE: \$ N/A

To N/A: \$ N/A

To N/A: \$ N/A

To N/A: \$ N/A

Principal Amount Financed: \$ 48,105.67

Finance Charge: \$ 9,274.01

Total of Payments (Finance Balance): \$ 57,379.68

Payment Schedule - You agree to pay in as the Amount Financed plus interest in 71

payments of \$ 796.94 each and a final payment of

SOVEREIGN BANK, 1130 Berkshires Blvd., Montgomery, PA 19610

all sums due and to perform all agreements in this Contract. Co-Signer will not be a Driver of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives a security interest in the Vehicle and agrees, separately and together with all Co-Owners (and Buyer), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

payment will be due on 05/25/04
and then payments
will be due on the same day of each month
following.

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the last payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee may at any time specify in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessories") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE CONTRACT YOU SIGN. KEEP IT TO

SELLER MCCARTHERY FORD SALES INC

SELLER 04/10/04

BT 04/10/04

BUYER 04/10/04

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or assigned our security interest. You also acknowledge receiving a completed copy of this Contract.

(SEAL)	Co-Signer's Signature	Address	Date
(SEAL)	Co-Signer's Signature	Address	Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

(SEAL)	Co-Owner's Signature	Address	Date
--------	----------------------	---------	------

By signing below, you agree to be bound by all of the Sections of this Contract, including the Sections on the reverse side and you also expressly agree with us to the arbitration provision in Section 22 on the reverse side. You also agree that we may rely on the fact that you have read, understood and agree to that provision. **YOU AGREE AND UNDERSTAND THAT DISPUTES MAY BE RESOLVED BY ARBITRATION INSTEAD OF LITIGATION IN COURT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF SOVEREIGN BANK'S PRIVACY POLICY.**

AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS THE TIME OF SIGNING.

MANUFACTURER FORM PF223C-32 (Rev. 5/03)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

SECURED - UNSECURED - SELLER COPY - CREDIT - BUREAU/CPA/CO-SIGNER'S COPY - FID - COPY - CASHIER

CO-SIGNER OR CO-OWNER

MANUFACTURER FORM PF223C-32 (Rev. 5/03)

NAME: WILLIAM KINCHOWER
 DOB: 04/14/1942
 SSN: 092-123456789
 AKA: WILLIAM KINCHOWER

[illegible][illegible]

QualityCare

LANGHORNE



250 N. Webbtowne Road • 215 752 3112 • www.qualitycareinc.com

PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR ADJUSTMENT WITHOUT THIS INVOICE.

CLAIMS FOR WORK PERFORMANCE MUST BE MADE WITHIN 90 DAYS OF WORK. NO LATE FROM DATE OF WORK.

NO RETURN ON BLANK CHECKS. NO RETURN ON CHECKS AFTER 10 DAYS. NO RETURN ON CHECKS, CASHES, 2ND HANDLING CHARGE ON ALL RETURNS.

CUSTOMER'S SIGNATURE

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: C03156

CIRCLE KOLLERWORKS INC

FOR OFFICE USE

VEHICLE INFORMATION

MSV: 584 CARISTO, INVOICED: 06/03/2004 13:12:00 PC 04 EXCURSION BLACK LICENSE NUMBER: PA 0065104

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C03156

PARTS	51.95
REIMBURSE WASTE CHG	1.05
LABOR CHARGE	12.93
SUB-TOTAL	65.94
TAX	4.16
TOTAL CHARGE	73.06

PAYMENT DISTRIBUTION FOR INVOICE C03156

TOTAL CHARGE	73.06
CASH REC	73.06

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
INT - INTERNAL

IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARCO D. CARISTO
THANK-YOU FOR YOUR CONFIDENCE IN US
IF YOU HAVE ANY PROBLEM CONTACT YOUR ADVISOR

PAGE 1
LAST PAGE

WHITE - ACCOUNTING COPY CANARY - CUSTOMER COPY PINK - SERVICE COPY

05821R

PE04-070 0183

QualityCare

LANGHORNE

QualityCare
COLLISION

QualityCare
SERVICE

QualityCare
DETAIL

TUNING

autoant

250 N. Woodbourne Road • 215-781-8011 • www.qualitycarellc.com

PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR ADJUSTMENT WITHOUT THIS INVOICE.

CLAIMS FOR WORK PERFORMED MUST BE MADE WITHIN 90 DAYS OR 4,000 MILES FROM DATE OF WORK.

NO WARRANTY ON ELECTRICAL COMPONENTS NO RETURNS AFTER 30 DAYS NO RETURNS ON SPECIAL ORDER PARTS EXCEPT CHARGING ON ALL RETURNS

CUSTOMER'S SIGNATURE

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION: INVOICE: C03430

MONTGOMERYVILLE

PA

WORK: [REDACTED] DONE: [REDACTED]

FOR OFFICE USE

ADV: 584 CARISTO, INVOICE: PRELIM CUS C I NC
MFG: 15001 VIN RULES: TYING INVOICE: 06/03/04 13:12:00
ODOMETER IN: 2233 OBT: 2233 DIST: PCS
DATES BEGIN: 06/01/04 DONE: 06/03/04

MONTGOMERYVILLE

PA

WORK: [REDACTED] DONE: [REDACTED]

VEHICLE INFORMATION

VIN 1FMSJ3794 [REDACTED] LICENSE NUMBER: PA [REDACTED]
01 FORD EXCURSION LIMITED 4DR STD BLK
STOCK# 06113402 INV ACCT 1521
DATES IN SERVICE: 04/004 PRODUCTION: 030104 SOLD: 04/004

CONCERN 12 3000 MILE SERVICE
CORRECTION 3000 MILE SERVICE

OPERATION	TECH	AMOUNT
3000	512	12.93

INCLUDES THE FOLLOWING:

- CHANGE ENGINE OIL & FILTER
- CHECK & FILL: WINDOW WASHER FLUID, COOLANT RESERVOIR FLUID, BRAKE FLUID, POWER STEERING FLUID, TRANSMISSION FLUID, 424 TRANSFER CASE, FRONT AXLE, CLUTCH RESERVOIR FLUID (TRUCK ONLY)
- CHECK & ADJUST AIR PRESSURE IN ALL TIRES, INCLUDING SPARE
- CHECK EXHAUST SYSTEM FOR LEAKS, HANGERS, LOOSE PARTS, AND REMOVE ANY FOREIGN MATERIAL TRAPPED BY SHIELDING
- CHECK OPERATION OF BORN, EXTERIOR LAMPS, TURN SIGNALS, AND BRAKE WARNING LIGHTS
- CHECK RADIATOR, WATER, AND AIR CONDITIONING SYSTEM FOR LEAKS AND DAMAGE
- CHECK WINDSHIELD WASHER SPRAY & PUMP OPERATION
- INSPECT HALF-SHAFT BOOTS, IF EQUIPPED
- CHECK & LUBRICATE STEERING, STEERING LINKAGE, SUSPENSION, DRIVESHAFT & JOINTS (IF SO EQUIPPED) AND TRANSMISSION SHIFT LINKAGE

PART NUMBER	QTY	DESCRIPTION	UNIT	SELL	79
PBC KITDCL1016Y	1	5.0L OIL			
PBC FL 2016	15	HY-OIL FLTR ELN 1		18.95	18.95
PBC XO 15W40 QSD	145	OIL ENG LUB		2.25	36.00

SUBTOTAL

PARTS	54.95
EXCESSIVE WASTE CHG	1.06
LABOR CHARGE	12.93
TOTAL CHARGE FOR CONCERN	68.94

TYPE: C

LINE FLAG: BA

PAGE 1

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PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY
POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR
ADJUSTMENT WITHOUT THIS INVOICE.

CLAIMS FOR WORK PERFORMED MUST
BE MADE WITHIN 30 DAYS OF
4800 HOURS FROM DATE OF WORK.

NO RETURN ON ELECTRICAL COMPONENTS
NO RETURN AFTER 90 DAYS - NO RETURN ON ENGINE, TRANS
90% PAYMENT GUARANTEED ON ALL DELAYS

CUSTOMER'S SIGNATURE

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: 143456

FOR OFFICE USE

VEHICLE INFORMATION

ADV: 584 CARISTO, INVOICED: 06/03/2004 23:12:00 PC 04 EXCURSION BLACK LICENSE NUMBER: PA

CUS - CUSTOMER

IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARCO D. CARISTO

PAGE 2
LAST PAGE

11/11/11 11:11:11 AM

CUSTOMER - CUSTOMER COPY

PINK - SERVICE COPY

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PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY
POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR
ADJUSTMENT WITHOUT THIS INVOICE.

CLAIMS FOR WORK PERFORMED MUST
BE MADE WITHIN 90 DAYS OF
DATE OF WORK.

WORKMANSHIP GUARANTEE
WORKMANSHIP AFTER 90 DAYS AND RETURNED ON SPECIAL ORDER
20% FEE FOR WORK DONE ON ALL RETURNS

CUSTOMER'S SIGNATURE

INVOICE TO		BILLING ADDRESS INFORMATION -- INVOICE: C39129	
ADDRESS: [REDACTED] PA [REDACTED] PHONE: [REDACTED] FAX: [REDACTED]		ADDRESS: [REDACTED] PA 18976 PHONE: [REDACTED] FAX: [REDACTED]	
FOR OFFICE ATTN: SBA CREDIT, INVOICE: PRELIM CUS I C MC REG: 252001 TAX DATES: FROM INVOICED: 06/07/2004 14:53:17 ORDER/ITEM: 34 QTY: 725 DIST: QCS DATES: REGIS: 04/22/04 DONE: 05/07/04		VEHICLE INFORMATION VIN: 1P3SW33P94E LICENSE NUMBER: PA [REDACTED] MAKE: FORD EXCURSION: LIMITED 400 4DR SPORTY BEAT STOCK #: 06113462 INV ACCT: 12051 DATES: INVSERVICE: 041004 PRODUCTION: 030104 SELD: 041004	
CONCERN 55* CORRECTION: PROGRAM 3 KEYS AND REMOTES PART NUMBER: 011 30150 QTY: 1 NOTE: H75 AX/NI PAYS DESCRIPTION:		OPERATION: TECH PAID: 507 SELL: 29.95 AMOUNT: 76.00	AMOUNT: 76.00
TYPE: C		SUBTOTAL: 76.00 PARTS: 89.85 LABOR CHARGE: 76.00 TOTAL CHARGE FOR CONCERN: 165.85	
CONCERN 56* CORRECTION: GPS NAVIGATION RADIO PIONEER HVO COSY EXPERIENCE & ACCESSORIES COMPONENT: MICROPHONE PRICE COVERED \$65 AUX AUDIO ADAPTER \$65 PART NUMBER: 169156 QTY: 1 NOTE:		OPERATION: TECH MC: 099 SELL: 520.00 AMOUNT: 520.00	AMOUNT: 520.00
TYPE: C		SUBTOTAL: 520.00 SHOULDER REPAIRS: 520.00 TOTAL CHARGE FOR CONCERN: 520.00	
CONCERN 58* UPGRADE TO REMOTE START WITH ALARM, & DETAIL CORRECTION: SHUTLEY TO CREATIVE AUTOSOUND		OPERATION: TECH MC: 099 SELL: 0.00 AMOUNT: 0.00	AMOUNT: 0.00
TYPE: C		SUBTOTAL: 0.00 TOTAL CHARGE FOR CONCERN: 0.00	

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PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR ADJUSTMENT WITHOUT THIS INVOICE.

CLAIMS FOR WORK PERFORMED MUST BE MADE WITHIN 90 DAYS OR 180 DAYS FROM DATE OF WORK.

NO RETURN ON ELECTRICAL COMPONENTS NO RETURNS AFTER 90 DAYS NO RETURN ON SPEAKERS, CHAIRS OR SEATBELT CHARGE ON ALL RETURNS

CUSTOMER'S SIGNATURE

INVOICE TO

DISPATCH/WORK INFORMATION -- INVOICE: C39429

FOR OFFICE USE

VEHICLE INFORMATION

ADV: 5M CARLSTO, INVOICED: 05/07/2004 14:53:17 PC 04 EDGUSTON BLACK LICENSE NUMBER: [REDACTED]

GRAND TOTALS

SUMMARY OF CHARGES FOR INVOICE C39429

PARTS	89.85
SMILEY REPAIRS	528.00
LABOR CHARGE	76.00
SUB-TOTAL	685.85
TAX	41.25
TOTAL CHARGE	727.00

PAYMENT DISTRIBUTION FOR INVOICE C39429

TOTAL CHARGE	727.00
CASH DUE	727.00

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

INT - INTERNAL

IF YOU HAVE ANY QUESTIONS - PLEASE SEE FRANCO P. CARLSTO

THANK-YOU FOR YOUR CONFIDENCE IN US

IF YOU HAVE ANY PROBLEM CONTACT YOUR ADVISOR

PAGE 1
LAST PAGE

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PINK - SERVICE COPY

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PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR ADJUSTMENT WITHOUT THIS INVOICE.

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS OF DATE OF WORK.

NO REFUND ON ELECTRICAL COMPONENTS. NO REFUND ON TINT IF MOVED TO ANOTHER LOCATION. NO REFUND ON SPECIAL ORDER PARTS.

CUSTOMER'S SIGNATURE

INVOICE TO: [REDACTED] INVOICE: 119125
 MONTGOMERY PA
 WORK: [REDACTED] FOR OFFICE
 AMV: 584 CARISTO, INVOICE: PRELIM INT I C NC
 REG: 25001 TAX DUES: TILM INVOICE: 05/07/2004 14:53:17
 ORDERED IN: 31 DUTY: 716 DIST: QCS
 DATES: 04/13/04 DATE: 05/07/04
 VEH: 17NS0439- LICENSE NUMBER: PA
 04 POND EXCURSION LIMITED TWO DOOR SPORTY BLACK
 STOCK # W113403 INV ACCT 12051
 DATES: 04/10/04 PRODUCTION: 030104 SOLD: 04/10/04

CONCERN 30+ LOANER	OPERATION	TECH	HOURS	AMOUNT
CORRECTION LOANER	NC	099	0.5	.00
PART NUMBER	QTY	SELL		
	1	120.00		120.00

TYPE: 1
 SUBTOTAL
 CUSTOMER LOANER PROGRAM 120.00
 TOTAL CHARGE FOR CONCERN 120.00

CONCERN 51 INSTALL GPS RADIO (CREATIVE)	OPERATION	TECH	HOURS	AMOUNT
CORRECTION SHIELD TO CREATIVE ANTISOUND	NC	099	0.5	.00
PART NUMBER	QTY	SELL		
PIC RSC 169131	1B	1225.00		1225.00
PIC CREATIVE 169156	1B	1595.00		1595.00

TYPE: 1
 SUBTOTAL
 SHIELD REPAIRS 2820.00
 TOTAL CHARGE FOR CONCERN 2820.00

CONCERN 52 INSTALL SHROOF (RSC)	OPERATION	TECH	HOURS	AMOUNT
CORRECTION SHIELD TO RSC RESPIRERS	NC	099	0.5	.00

TYPE: 1
 SUBTOTAL
 TOTAL CHARGE FOR CONCERN .00

CONCERN 53 SHROOFER HOLDER, KIM ATTACHMENT, 1 SKI HOLDER, NO LAUNDER BASK	OPERATION	TECH	HOURS	AMOUNT
AVAILABILITY REMOVS START AVAILABLE BASK ATTACHMENT TO GO ON FACTORY	53	304	3.0	195.00
TRAIL HITCH				
CORRECTION INSTALLED ACCESSORIES				
PART NUMBER	QTY	SELL		

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PLEASE KEEP THIS INVOICE FOR YOUR RECORDS AND ANY POSSIBLE CLAIMS OR ADJUSTMENTS. NO CLAIM OR ADJUSTMENT WITHOUT THIS INVOICE.

CLAIMS FOR WORK PERFORMED MUST BE MADE WITHIN 90 DAYS OF APPROVAL PRICE DATE OF WORK.

NOTHING IN BLACKLINE COMPONENTS REPRESENTS A WAIVER OF THE RIGHT TO RECOVERY ON SPECIAL DAMAGES AND A WAIVER OF THE RIGHT TO RECOVERY.

CUSTOMER SIGNATURE

INVOICE TO

DRIVER/OWNER INFORMATION -- INVOICE: 139429

FOR OFFICE USE

VEHICLE INFORMATION

ADP: 584 CANISTO, INVOICE: 85/01/2004 11:53:17 NC 01 EXTENSION BLACK LICENSE NUMBER: 7P

PIC	NC	7820134 CA	*KIT - COMPARTMENT B	1	152.34	152.34
PIC	1111	7855100 AA	*KIT-CARRIER SIDE/BI	1	202.04	202.04
PIC	1701	5455100 AB	*KIT, ADAPTED-OF LOGG	1	74.09	74.09
PIC	1752	7855100 FA	*KIT-CARRIER ASS-SKI	1	124.17	124.17

SUBTOTAL

PARTS	551.94
LABOR CHARGE	195.00
TOTAL CHARGE FOR CONCERN	747.94

TYPE: I

CONCERN 54' CORRECTION PAINT & PAD PROTECTION

OPERATION	TECH	HOURS	AMOUNT
NC	099	0.0	.00

SUBTOTAL

TOTAL CHARGE FOR CONCERN	.00
--------------------------	-----

TYPE: I

CONCERN 57' REMOTE START ALARM BIESEL CORRECTION SMOLEY TO CREATIVE AUTOSOUND

OPERATION	TECH	HOURS	AMOUNT
NC	099	0.0	.00

PART NUMBER	PO#	NOTE	DESCRIPTION	QTY	SELL	AMOUNT
PIC CREATIVES	168157			1R	360.00	360.00

SUBTOTAL

SMOLEY REPAIRS	360.00
TOTAL CHARGE FOR CONCERN	360.00

TYPE: I

GRAND TOTAL

SUMMARY OF CHARGES FOR INVOICE 139429

PARTS	552.94
SMOLEY REPAIRS	3180.00
LABOR CHARGE	195.00
CUSTOMER LOANER PROGRAM	420.00
INTERNAL TOTAL	4347.94

PAYMENT DISTRIBUTION FOR INVOICE 139429

INTERNAL TOTAL	4347.94
INTERNAL	4347.94

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST

CNS - CUSTOMER

IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARK D. CANISTO

PAGE 2
LAST PAGE

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[illegible]

INSTRUCTIONS OF WFOE TO BE DONE

30 PAY TYPE: C
COMPLIMENTARY SERVICE LOANER

51- PAY TYPE: W
CLST STATES THE VET AND
STALLING RESP AT TO
SANG WHILE DOWN

511 192/471

MONTGOMERYVILLE
PA [REDACTED]



FORD
 LIMITED AWD 4DR SPTUTY TRIM: NH
 LICENSE: PA [REDACTED] BEAK TRUCK
 MFG CODE: 252061 SVC DLR: 013055 SLM: 103
 STOCK NUMBER: 0FL13402
 IN-SVC: 041004 SOLD: 041004 PROD: 030104
 ODOMETER: LAST: 2233 CURRENT: 3025
 AVG PER DAY: 41 PER MONTH: 1250

WORK: [REDACTED]
HOME: [REDACTED]

PC64-B7B 0286

CREATIVE AUTOSOUND, INC.

76 Twiningbridge Road
 NEWTOWN, PENNSYLVANIA 18940
 (215) 579-1889
 Call (215) 783-8080

SOLD BY		DATE	
		5-13-04	
			
QTY.	DESCRIPTION	PRICE	TAXES
2	EXTRA LAMP		
	head phones		
3			
4			60.00
5			
6			
7			
8			
9	to send check		
10			
11			
12	add tax		10.00
13			
14			
15			
16			
TOTAL		60.00	

10631

THANK YOU

150.00

1.888.RSC.2YOU (772-2968)

RSC Restyling Specialists
3153 Lincoln Highway (Route 1 North)
Trevose, Pa. 19053

Invoice

DATE	INVOICE #
4/29/2004	28728

BILL TO



P.O. NO.

TERMS

QUANTITY	DESCRIPTION	AMOUNT
1	ESCORT PASSPORT 8500 X 50 RADAR DETECTOR	339.99T
	Pa Sales tax	20.40
Paid Amex - Thank You!		Total \$360.39

TIME SERVICE INC.
 151464-8200
 151464-8200
 *** INVOICE ***** 05/15/84
 4:26pm

at No : CASH
 at Name :
 dress :
 FORT WASHINGTON, PA

Customer PO Number	WPK Dtd Date 05/15/84	WPK Dtd No -198250	PAGE 1
Sales Person JR	Invoice Date 05/15/84	Invoice No 89137	

Ship To Information:

FORT WASHINGTON, PA

213/283-3194

Vehicle Info

THANK YOU FOR DOING BUSINESS WITH

EPPIE'S

Make : FORD
 Model : EXCURSION
 Year : 2004
 Mile : 0.0
 Lic No: DML9184

tee Number	Description	Quantity	Price	FET	Disc	Extended
W	4-ASSORTED FLOOR MATS	1.00	200.00	0.00	0.00	200.00
<div style="display: flex; justify-content: space-between;"> <div> <p>SALE</p> <p>EPPIE'S TIME SERVICE</p> <p>9009 BUSTLETON AVE</p> <p>PHILA, PA 19136</p> <p>215-464-8200</p> <p>151464-8200</p> </div> <div> <p>NO RETURN ON FLOOR MATS.</p> <p>CHANGES, PARTS, OR SERVICES</p> <p>WITHIN 30 DAYS</p> </div> </div>						
	AMOUNT		\$ 214.00			
	TOTAL		\$ 214.00			

AMERICAN EXPRESS 214.00

						Sub Total	200.00
Tire	Discount	FET	Parts	Labor	Other	Tax Total	14.00
0.00	0.00	0.00	0.00	0.00	200.00	Amount Due	214.00

McCafferty

STAY INSPECT	EMERGENCY	LUBE	OIL ONLY	OIL & FILTER	ROTATE TIRES	ROTATE & BALANCE	2 WHEEL ALIGN	4 WHEEL ALIGN	TUNE-UP 4 CYL	TUNE-UP 6 CYL	TUNE-UP V-6	TUNE-UP 8 CYL	A/C SERVICE	CHG. SVS. CHECK	A/C HEADLIGHTS	COOLING SVS. SVC.	TRANS. SERVICE	POI	BASIC SERVICE	FLAT DETAIL	REPLACE BELTS
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22

INSTRUCTIONS ON WORK TO BE DONE

30 PAY TYPE: C

COMPLIMENTARY SERVICE LOANER

STAN 4/21/06

51 PAY TYPE: W

CUST STATES THE VEH IS RUNNING ROUGH AND STALLING. ESP AT A LIGHT. TRANS SEEMS TO BANG WHILE DOWN SHIFTING.

VDR INSTALL

X511 197 471
X211-424-950
108-521-416

RO 45136 *TAG

* LIC: PA

SVC ADV: 720 JAMES GORRA JR.

04 **VIN: 1FMSU43P9 4

FORD EXCURSION COL CD: UA

LIMITD 4WD 4DR SPRTTY TRIM: NH

LICENSE: BLACK TRUCK

MFG CODE: 252001 SVC DLR: 013055 SLN: 103

STOCK NUMBER: 0FL13402

IN-SVC: 041004 SOLD: 041004 PROD: 030104

ODOMETER: LAST: 2233 CURRENT: 3025

AVG PER DAY: 41 PER MONTH: 1230

MONTGOMERYVILLE
PA

WORK:
HOME:

James Gorra Jr

DIST CODE: 1FT

NAME VER: Y

EXTENDED SVC PLAN: TYPE: NEC-TTL

NUMBER: EG1510335

MODEL# U43

DEDUCTIBLE: 100.00

IN FORCE: Y MONTHS: 72 MILEAGE: 100000 EXPIRES: 041010

06/18/04 08:32:1

7/16/04 (P) left mess w/pwayer

PROMISED DATE: 06/18/04 TIME: 1600 **

*TAG * **RO 45136** SVC ADV: 720

VIN: 1FMSU43P9 4

C43456 060104 2233 584

MA01 15.49 13.00 3000 MILE

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

COBB COUNTY, GA
CLERK OF COURT
JAN 13 AM 9:57

COPY
CLERK

[REDACTED]

Plaintiff.

vs.

FORD MOTOR COMPANY,

Defendant.

Civil Action No

2004A 73185

JURY TRIAL DEMAND

COMPLAINT

COMES NOW [REDACTED] Plaintiff in the above-styled action, by and through Plaintiff's undersigned attorneys, and hereby files Plaintiff's Complaint against Defendant, FORD MOTOR COMPANY, and shows this Honorable Court as follows:

STATEMENT OF JURISDICTION AND VENUE

1. Plaintiff [REDACTED] (hereafter "Plaintiff") is an individual, who at all times relevant hereto has resided in the State of Georgia.
2. Defendant, FORD MOTOR COMPANY (hereafter "Manufacturer"), is a Georgia Corporation/foreign Corporation authorized to do business in the State of Georgia, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public through a system of authorized dealerships.
3. Manufacturer may be served through its registered agent: Corporation Process Company 180 Cherokee St N.E., Marietta GA 30060. Manufacturer is therefore subject to the jurisdiction of this Court.
4. Venue is proper in Cobb County, as Manufacturer's statutory agent is properly

registered there or in the alternative venue is proper in Cobb County for the following additional reasons:

a. Manufacturer does business in each county in Georgia as it injects its vehicles into the stream of commerce in each county by way of distributing its vehicles to authorized dealers/agents located within each county.

b. Manufacturer advertises its vehicles for sale through a nationwide marketing program that is intended to reach consumers located within each county of Georgia.

c. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of the State of Georgia including the county wherein this lawsuit was filed.

d. Manufacturer's authorized dealers are sales and servicing agents for Manufacturer. As such, Manufacturer by and through its sales and servicing agents maintain places of business in numerous counties of the State of Georgia including the county wherein this lawsuit was filed. As the principal for its sales and servicing agents ("authorized dealers"), Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Georgia.

STATEMENT OF FACTS

5. On or about January 10, 2004, Plaintiff purchased a 2004 Ford F-250 from Jim

Tidwell's World of Ford (VIN # 1FTNW21PX4E [REDACTED] (hereafter "vehicle") for valuable consideration.

6. Plaintiff's vehicle is manufactured and/or distributed by Manufacturer through its authorized dealers as described above for valuable consideration.

7. The price of the vehicle, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than \$49,315.00.

8. In consideration for the purchase of the Vehicle, Manufacturer issued and provided Plaintiff a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet.

9. Plaintiff took possession of the vehicle on January 10, 2004.

10. Shortly after taking possession of the vehicle, Plaintiff experienced various defects in the vehicle, including, but not limited to, defects in the following components of the vehicle: (a) Stalling; (b) Engine; (c) Electrical; (d) and other defects identified on the repair receipts generated by Manufacturer's authorized repair facilities/dealers.

11. These defects are items specifically covered by the terms of Manufacturer's written warranty identified above and these defects render the vehicle unfit for its ordinary purpose.

12. Manufacturer by and through its authorized dealers was unable to repair the vehicle after being afforded a reasonable number of attempts or reasonable opportunity to cure the defects in the vehicle.

13. As a result of the defects in the vehicle and Manufacturer's inability to repair the vehicle, Plaintiff justifiably lost confidence in the vehicle's reliability.

14. The value of the vehicle has been substantially impaired to Plaintiff.
15. The defects were not and could not have been reasonably discovered by Plaintiff prior to Plaintiff's purchase of the vehicle.
16. As a result of the defects and Manufacturer's inability to cure, Plaintiff revoked acceptance of the vehicle.
17. At the time of revocation, the vehicle was in substantially the same condition as it was at the time of delivery except for damage caused by its own defects and ordinary wear and tear.
18. Manufacturer refused Plaintiff's demand for revocation and the corresponding remedies to which Plaintiff is entitled under the law.
19. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure (a) to comply with the provisions of the written warranty and (b) to provide Plaintiff with a merchantable vehicle.
20. Specifically, in addition to the value of the vehicle being impaired due to its defects, Plaintiff suffered aggravation and inconvenience by being forced to use and operate a vehicle fraught with defects in addition by being forced to rearrange Plaintiff's personal affairs to tender the vehicle for repair. Plaintiff also was without the beneficial use of the vehicle during the time it was tendered for repair and/or unable to be operated to its fullest extent due to its defects.

COUNT I
BREACH OF WRITTEN WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

21. Paragraphs 1 through 20, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.
22. Plaintiff is a consumer, as contemplated by the Magnuson-Moss Warranty Act.

23. Manufacturer is a warrantor and supplier of a consumer product, as contemplated by the Magnuson-Moss Warranty Act.

24. Plaintiff is entitled by the terms of the written warranty provided to him by Manufacturer through its authorized dealer to enforce the obligations of said warranty.

25. Plaintiff's vehicle was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. The warranty provided that Manufacturer would repair or replace defective parts, or take other remedial action free of charge to Plaintiff in the event that the Vehicle failed to meet the specifications set forth in written warranty.

27. The written warranty was the basis of the bargain with respect to the contract for sale executed and entered into between Plaintiff and Manufacturer.

28. The purchase of Plaintiff's Vehicle was induced by the written warranty, upon which Plaintiff relied.

29. Plaintiff has honored Plaintiff's obligations under the warranty.

30. Manufacturer breached its obligations under the written warranty, by failing to seasonably repair the vehicle's defects after being afforded a reasonable number of attempts or reasonable opportunity to cure.

31. Plaintiff notified Manufacturer of its breach within a reasonable period of time after discovering it by tendering the vehicle to Manufacturer's authorized dealers for repair as instructed by Manufacturer's written warranty and by providing written notification to Manufacturer.

32. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages, including, but not limited to, (a) loss of use; (b) diminished value; (c) lost wages; (d) aggravation; and/or (e) incidental and consequential damages (such as the

cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.)
In accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for damages and other relief.

33. Plaintiff requests attorney's fees and shows that he is entitled to fees and costs pursuant to the fee-shifting provision of the Magnuson-Moss Warranty Act.

WHEREFORE, Plaintiff prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:

- (i) Diminished value pursuant to O.C.G.A. § 11-2-714,
- (ii) loss of use;
- (iii) lost wages;
- (iv) aggravation and inconvenience damages;
- (v) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and the Magnuson-Moss Warranty Act;
- (vi) any other incidental and consequential damages;
- (vii) Reasonable attorneys' fees and costs; and
- (viii) such other and further relief as the Court deems right and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

34. Paragraphs 1 through 33, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

35. The vehicle purchased by Plaintiff is subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), and OCGA Section 11-2-314(2)(c).

36. Manufacturer contracts to sell goods. Manufacturer sells vehicles to purchasers, order component parts, and/or assemble them into final products. They are merchants with respect to the goods of the kind sold to Plaintiff.

37. The parties' contract for sale as a matter of law implies that the vehicle is merchantable, because Manufacturer is a merchant with respect to such goods.

38. The implied warranty was breached by Manufacturer because they sold Plaintiff a vehicle of insufficient quality. The vehicle is not fit for the ordinary purpose for which such goods are used.

39. The vehicle has failed to meet Plaintiff's reasonable expectations.

40. The vehicle has not provided dependable transportation, and it has not been trouble-free.

41. The vehicle would not pass without objection in the trade under the contract description and does not conform to the promises or affirmations of fact made by Manufacturer.

42. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Vehicle.

43. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer damages, including those specifically identified in the foregoing paragraphs.


WHEREFORE, Plaintiff prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:

- (i) Diminished value pursuant to O.C.G.A. § 11-2-714,
- (ii) loss of use;
- (iii) lost wages;
- (iv) aggravation and inconvenience damages;
- (v) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and the Magnuson-Moss Warranty Act;
- (vi) Any other incidental and consequential damages;
- (vii) Reasonable attorneys' fees and costs; and
- (viii) such other and further relief as the Court deems right and appropriate.

Pursuant to O.C.G.A. 15-12-122(c)(2), Plaintiff requests that the present case be tried by a jury.

Submitted this 12 day of August 2004.


Georgia Bar No. 269980

Attorney for Plaintiff
KROHN & MOSS
1100 Spring Street NW
Suite 350
Atlanta, Georgia 30309
(404) 869-4280

Jacqueline C. Herritt, Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

ATTORNEY FOR PLAINTIFF

JURY TRIAL DEMANDED.

Trenton, New Jersey

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

DOUGLAS M. BLAIR
CLERK OF SUPERIOR COURT
RECEIVED AND FILED

JUN 09 2004

JUDE DEL PREORE
DEPUTY CLERK OF SUPERIOR COURT

SUPERIOR COURT OF NEW JERSEY
MERCER COUNTY

CIVIL ACTION

NO. L-1496-04

COMPLAINT

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

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address 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 August 18, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSW31P33E [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 \$43,212.41. 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. Haldeman 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 August 18, 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: abnormal oil leak, high idle, bolts missing in transmission and defective torque converter seal and crankshaft sensor. 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 (FTC) 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

Executive Quarters

1930 E. Marlton Pike, Suite T11

Cherry Hill, NJ 08003

(856) 429-8334

JURY-DEMAND

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

KIMMEL & SILVERMAN, P.C.

By: 

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 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 *June 7, 2006*

KIMMEL & SILVERMAN, P.C.

By: 

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff



6041 W.J. Highway No. 202
Berkman, NJ 07001
Phone 201-266-6662
Fax 201-266-6662
www.kennedy.com
www.kennedy.com

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PERFORM MULTI-POINT INSPECTION
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46 DON SPLITTER LIC#: 46
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"UNITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM - WHEN REL. TO CONTAMINATION. THIS LIMITED WARRANTY IS TRANSFERABLE TO THE VEHICLE IMMEDIATE CUSTOMER AND IS NOT TRANSFERABLE TO, NEW UNOWNABLES ETC, ANY OTHER PERSON.

TO CETERA APPLIES UNDER THIS LIMITED WARRANTY, CUSTOMER MUST NOTIFY THE REPAIR FACILITY AT THE ADDRESS SPECIFIED ON THE REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BELONG TO REPAIR FACILITY. THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY SHALL BE THE DATE THE REPAIR FACILITY DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SPECIFIED ON THE REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT. (C) AUTHORIZES THE REPAIR FACILITY TO MAKE THE REPAIR REQUIRED, AND IN PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX AND LABOR COST OF SUCH REPAIR.

THIS LIMITED WARRANTY DOES NOT INCLUDE: (A) THE REPAIR OF DEFECTS OR MISADJUSTMENTS OF THE VEHICLE OR ANY PARTICULAR PARTS, AND LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY, UNDER NO CIRCUMSTANCES SHALL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFITS, OR ANY OTHER SUCH DAMAGES.

ON/C/

(N/C)

(N/C)

(N/C)

(N/C)

EN/C3

THE PARTIES IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO HIS PAGE 10 OF 11 THE WHICH MAY BE OFFERED BY THE MANUFACTURERS. THE SELLING COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY THEREFOR. A PARTICULAR PURPOSE, AND NEITHER ASSUMES ANY OTHERS ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PARTS AND/OR SERVICE. USER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR LOSS OF BUSINESS OR OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY DISCLAIMS ANY LIABILITY FOR DEFECTS ENTITLED TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

LAPOR AMOUNT

PARTS AMOUNT

GASOLINE LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY

**PLEASE PAY
THIS AMOUNT**

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 material left in vehicle in case of fire, theft, or any other cause beyond your control or for any things moved by unauthorized use of parts or things in their shipment by the supplier or transporter. I hereby agree you neither your employees nor agents are responsible for the vehicle being described as above, damaged or destroyed for the purpose of losing any fire insurance. An express mechanic's lien is hereby acknowledged and above vehicle is hereby the property of said owner.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF

*

HOURS FOR PICK-UP & DROP OFF
MON - FRI. 7:30 AM - 5:00 PM
SAT - 8:00 AM - 2:00 PM

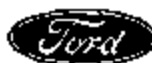


~~CUSTOMER - COPY~~

PARKED BY
ROAD EXIT

TRENTON NJ

SERVICE ADVISOR MICHAEL R SCOTT



200 N. Highway 26, 2nd
Floor, Trenton, NJ 08611
Phone: 609-392-2000
Fax: 609-392-2000
www.ford.com
www.fordnj.com

11MAR04	18MAR04	1FTSW31P33E	18MAR04	161957
08:02	08:32	03 FORD F350 PICKUP	82.00	01JAN03 1646 2574
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"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN
PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR
A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE
SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY
SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS,
ELECTRICAL WORK AND SHORTS, AND FUEL SYSTEM - WHEN
DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS
EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT
TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER
PERSON.

TO OBTAIN REPAIRS UNDER THIS LIMITED WARRANTY,
CUSTOMER MUST: (a) NOTIFY THE REPAIR FACILITY AT THE
ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT OR
LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER
DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH
DEFECT; SUCH NOTICE HOWEVER, MUST BE GIVEN TO REPAIR
FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS
LIMITED WARRANTY, AS SPECIFIED ABOVE; (b) DELIVER THE
VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN
ON THIS REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF
SUCH DEFECT; (c) AUTHORIZE THE REPAIR FACILITY TO MAKE
THE REPAIRS REQUIRED; AND (d) PAY THE CHARGES FOR ANY
ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX
UPON COMPLETION OF SUCH REPAIR.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED
WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A
PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD
OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES
WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY
INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT
NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF
VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFIT,
inconvenience OR COMMERCIAL LOSS.

THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO
THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE
MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY
EXCLUDES ALL WARRANTIES, EITHER EXPRESS OR IMPLIED,
INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR
FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY ASSUMES NO
WARRANTIES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY
IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE.
BUYER SHALL NOT BE ENTITLED TO RECOVERY FROM THE SELLER
AGAIN ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY,
DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR
INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION,
EXPLICITLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS
ATTENDING TO SAFETY OR PERFORMANCE BY WAY OF "STRICT
LIABILITY", NEGLIGENCE OR OTHERWISE.

DESCRIPTION	AMOUNT
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS/OIL/LUBE	0.00
SURLET AMOUNT	0.00
MSC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

I hereby authorize the repair work listed on this to be done
along with the necessary material and agree that you are not
responsible for loss or damage to vehicle or contents 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
further grant you under your employee's permission to use the
vehicle for the purpose of testing after inspection. An explicit
understanding is hereby acknowledged as stated which is
waiver the matter of repair charges.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREIN.

X

*****IMPORTANT*****
YOU MAY RECEIVE A CUSTOMER SATISFACTION
SURVEY FROM FORD IN THE FUTURE. IF FOR ANY
REASON YOU CANNOT GRADE US "COMPLETELY
SATISFIED" PLEASE CONTACT OUR SERVICE TEAM
AT 609-298-4990. YOUR SATISFACTION IS OUR
#1 CONCERN. THANK YOU.

HOURS FOR PICK-UP & DROP OFF
MON - FRI 7:30 AM - 6:00 PM
SAT - 8:00 AM - 2:00 PM

CUSTOMER COPY

PE04-876 8226

TRENTON, NJ



MOBILE, Monday, R. 301
Bordentown, NJ 08605
800-757-7667
Fax 609-757-7667
www.townford.com
New York, NY 10001

SERVICE ADVISOR CHARLIE MUENDEL

29MAR04	29MAR04	1FTSW31P33E	T745	29MAR04	162568
08:05	11:51	03 FORD F350 PICKUP	82.00	01JAN03	1646 1646
6971	6971				

1 CUSTOMER STATES 2 BOLTS MISSING AND RUBBER SEAL
INST INSTALL TWO BOLTS IN TRANS AND PUT TORQUE CONVERTOR SEAL IN PLACE
3 COYLE, TONY LIC#: 3
INT 0.00

(N/C)

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY WARRANTS THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY INCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM - WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

TO OBTAIN REPAIRS UNDER THIS LIMITED WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE, HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE OPERATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; OR DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT; (C) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED AND (D) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF REVENUE AND PROFITS, INCONVENIENCE OR COMMERCIAL LOSS.

*** PRE-INVOICE ****

THIS PARTS IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSURES NOR WARRANTEES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTS AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPLICITLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS "WARRANTED TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

DESCRIPTION	TOTAL
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS/OIL LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

I hereby authorize the repair work herein set forth to be done along with the necessary (related) work upon the car and vehicle to be used or changed to vehicle or replace any vehicle in case of fire, theft, or any other cause beyond your control or for any defect caused by the availability of parts or delays in parts shipment by the supplier or transporter. I hereby grant my entire and exclusive permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing under inspection. An express acknowledgment is hereby acknowledged on above vehicle to ensure the nature of repair service.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

******* IMPORTANT *******

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD IN THE FUTURE. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT OUR SERVICE TEAM AT 609-298-4990. YOUR SATISFACTION IS OUR #1 CONCERN. THANK YOU.

HOURS FOR PICK-UP & DROP OFF
MON - FRI. 7:30 AM - 6:00 PM
SAT - 8:00 AM - 2:00 PM

CUSTOMER COPY

FEB4-878 0228



800 D.E. Highway St. Ste.
Brentwood, TN 37025
615-226-4200
Fax 615-226-4700
www.ford.com
www.fordtrenton.com

TRENTON, NJ

SERVICE ADVISOR MICHAEL KAYES

DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
7APR04	03MAY04			1FTSW31P33E		T762		03MAY04	163563
DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
08:09	14:48	03	FORD F350 PICKUP			32.00	01JAN03	1646	2115
DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME	DATE	TIME
7991	7991								

PERFORM MULTI-POINT INSPECTION

99P PERFORM MULTI-POINT INSPECTION

46 DON SPLITTER LIC#: 46

CPT 0:00

0:00

0:00

FREE BATTERY CK N INSPECTION

BC FREE BATTERY CK N INSPECTION

46 DON SPLITTER LIC#: 46

CPT 0:00

0:00

0:00

COST STATES CK FOR OIL LEAKING- SEEMS LIKE

SAME SPOT AS LAST VISIT-CK HIST N REPAIR

AUSK: VERIFY CONCERN REPT CRANKSHAFT SENSOR O

HIST

WEEK 93 CHECK CRANKSHAFT END PLAY AND

REPLACE CRANKSHAFT POSITION

46 DON SPLITTER LIC#: 46

WEEK 3:50

1 3C3Z*9N693*JA

O/RG-FU/INJ PMP HD FTG

1 3C3Z*9N693*HA

O/RG-FU/INJ PMP HD FTG

FC: L65 D8

PART#: 3C3Z*9N693*JA

CUDNT:

CLAIM TYPE:

"LIMITED LABOR WARRANTY"

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 15,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES: FRONT END ALIGNMENTS, ELECTRICAL WORK AND SHORTS, AND FUEL SYSTEM - WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

TO OBTAIN REPAIRS UNDER THIS LIMITED WARRANTY, CUSTOMER MUST: (A) NOTIFY THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THIS REPAIR ORDER OF ANY DEFECT IN LABOR WITHIN A REASONABLE TIME AFTER CUSTOMER DISCOVERS OR SHOULD HAVE DISCOVERED ANY SUCH DEFECT. SUCH NOTICE HOWEVER, MUST BE GIVEN TO REPAIR FACILITY BEFORE THE END OF THE DURATION PERIOD OF THIS LIMITED WARRANTY, AS SPECIFIED ABOVE; OR DELIVER THE VEHICLE TO THE REPAIR FACILITY AT THE ADDRESS SHOWN ON THE REPAIR ORDER WITHIN FIVE (5) DAYS OF NOTICE OF SUCH DEFECT. (B) AUTHORIZE THE REPAIR FACILITY TO MAKE THE REPAIRS REQUIRED; AND (C) PAY THE CHARGES FOR ANY ADDITIONAL PARTS REQUIRED TOGETHER WITH SALES TAX UPON COMPLETION OF SUCH REPAIR.

ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION PERIOD OF THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL THE REPAIR FACILITY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROPERTY, LOSS OF VEHICLE USE, LOSS OF TIME, LOSS OF INCOME AND PROFITS, INCONVENIENCE OR DISCOMFORT, LOSS.

(N/C)

(N/C)

(N/C)

THE PARTS IS SOLD "AS IS", THE ONLY WARRANTY APPLYING TO THE PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE DEALER DEALER (HEREBY EXPRESSLY) DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE PARTS AND/OR SERVICE. USER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR LOSS, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, NEITHER DEALER IS ANY DEALER LIABILITY FOR DEFECTS EXTENDING TO SAFETY OR PERFORMANCE BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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

I hereby authorize the repair work herein set forth to be done along with the necessary overhead and agree that you are not responsible for loss or damage to vehicle or contents left in vehicle in case of fire, theft, or any other cause beyond your control or for any claims caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express warranty is hereby acknowledged on above vehicle as shown on the attached repair order.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X

HOURS FOR PICK-UP & DROP OFF

MON - FRI. 7:30 AM - 6:00 PM

SAT - 8:00 AM - 2:00 PM

CUSTOMER COPY

PEB4-870 8228

Added By Detail

PAGE 2

RICHARD CANNON
2 HENRY MARSHALL DR
TRENTON, NJ 08620



TOWN FORD
BORDENTOWN

200 S. Highway 26, 200
Bordentown, NJ 08605
609-298-4990
Fax 609-298-4990
www.townford.com
Email: townford@townford.com

SERVICE ADVISOR MICHAEL KAYES

DATE	TIME	VEHICLE IDENTIFICATION	ENGINE	TRANSMISSION	DATE	TIME
27APR04	03MAY04	1FTSW31P338	T762		03MAY04	163563
DATE	TIME	YEAR	MAKE & MODEL	VEHICLE TYPE	PRICE	DATE
08:09	14:48	D3	FORD F350 PICKUP		82.00	01JAN03
7991	7991					

AUTH CODE:
7155

"LIMITED LABOR WARRANTY"

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

I hereby authorize the repair work herein set forth to be done along with the necessary materials and parts that you will be responsible for loss or damage to vehicle or related loss in whole or in part, or any other loss beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the manufacturer or transporter. I hereby grant you under your employees permission to remove the vehicle from the premises on streets, highways or elsewhere for the purpose of moving under inspection. An express warranty is hereby acknowledged on these vehicles to return the vehicle to original condition.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

*****IMPORTANT*****

YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD IN THE FUTURE. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT OUR SERVICE TEAM AT 609-298-4990. YOUR SATISFACTION IS OUR #1 CONCERN. THANK YOU.

HOURS FOR PICK-UP & DROP OFF
MON - FRI. 7:30 AM - 6:00 PM
SAT - 8:00 AM - 2:00 PM

CUSTOMER COPY

PE84-878 8236

27APR04

PARTS SPECIAL ORDER NOTICE: 163563

Page: 1

TOWN FORD, INC.
860 ROUTE 206
BORDENTOWN, NJ

08505

Dealer Phone: 609-298-4990

Invoice/RO#: 163563

Vehicle ID: 3E

Customer #:

Home Phone:

Work Phone:

Customer PO #:

Name

TRENTON, NJ

SOR Comment:

QTY	PART NUMBER	DESCRIPTION	ORDER INFORMATION	RECEIVED	EMP#
1	3C3Z*9N693*JA	O/RG-FU/INJ			8967
1	3C3Z*9N693*HA	O/RG-FU/INJ			8967

Sol
Rak

AUTHORIZATION SIGNATURE:

CAR IN SHOP:

CALL WHEN IN:

APPOINTMENT DATE:

It was necessary for us to SPECIAL ORDER the above items for you.
*** Thank you for giving us the opportunity to serve you ***

PARTS-DEPT-COPY

PEB4-070 0232

Eng # 410

~~APP~~ performed engine oil dy test

oil crankshaft snap ring

(1815)

PAGE 1



200 U.S. Highway 90, 200
Bokkentown, NJ 08006
Phone 709-4513
Fax 609-261-2703
www.townsford.com
www.bokkentown.com

TRENTON, NJ

SERVICE ADVISOR MICHAEL KAYES

DATE	TIME	VEHICLE IDENTIFICATION	CUSTOMER NO.	MODEL	YEAR	DATE	TIME
4MAY04	18MAY04	1FTSW31P331	241001	T56		18MAY04	164242
IN	OUT	MAKE	MODEL	YEAR	PRICE	DATE	TIME
07:59	16:46	03 FORD	F350 PICKUP	324-1001	82.00	01JAN03	1646 2115
8425	8425						

CUST STATES OIL LEAK AGAIN CK N ADVISE							
OIL LEAK IN FRONT END, SEAL CLEAN OFF AND							
ROAD TEST OK							
46 DON SPLITTER LICA: 46							
WP	0.00	0.00	0.00	0	0		
2 HRS WHEEL TRACKER	16.88	8.32	16.64	990	1664	0	
				990	1664	TPARTS	
				0	0	TLABOR	
FREE BATTERY CK N INSPECTION							
FREE BATTERY CK N INSPECTION							
46 DON SPLITTER LICA: 46							
CPT	0.00	0.00	0.00	0	0		

* PRE-INVOICE **	DESCRIPTION	TOTALS	990	1664	0
57200	0	0			
54600	1664	990			
57000	0	0			
11400	1664	*****			
10100	0	*****			
	LABOR AMOUNT	0.00			
	PARTS AMOUNT	0.00			
	GAS, OIL, LUBE	0.00			
	GURLEY AMOUNT	0.00			
	MISC. CHARGES	0.00			
	TOTAL CHARGES	0.00			
	LESS INSURANCE	0.00			
	SALES TAX	0.00			
	PLEASE PAY THIS AMOUNT	0.00			

I hereby authorize the repair work listed and hereby agree to be bound by the terms of the warranty provided and agree that you are not responsible for any damage to vehicle or other loss in vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby grant you under your employee's permission to operate the vehicle listed described on above, together with all contents for the purpose of having another inspection. An express warranty is hereby acknowledged on above vehicle to waive the amount of repair charges.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

X *[Signature]*

*****IMPORTANT*****
YOU MAY RECEIVE A CUSTOMER SATISFACTION SURVEY FROM FORD IN THE FUTURE. IF FOR ANY REASON YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT OUR SERVICE TEAM AT 800-298-4990. YOUR SATISFACTION IS OUR #1 CONCERN. THANK YOU.

ACCOUNTING COPY

PE84-878 0234

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

COPY

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

Civil Action No.

2004A-2933-2

JURY TRIAL DEMAND

COMPLAINT

COMES NOW, VINCE EARLY, Plaintiff in the above-styled action, by and through his undersigned attorneys, and hereby files this, his Complaint against Defendant, FORD MOTOR COMPANY, and shows this honorable Court as follows:

STATEMENT OF JURISDICTION AND VENUE

1. Plaintiff, [REDACTED] hereafter "Plaintiff") is an individual, who at all times relevant hereto has resided in the State of Georgia.
2. Defendant, FORD MOTOR COMPANY (hereafter "Manufacturer"), is a Georgia Corporation/foreign Corporation authorized to do business in the State of Georgia, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public through a system of authorized dealerships.
3. Manufacturer may be served through its registered agent: Corporation Process Company 180 Cherokee Street, N.E. Marietta, GA 30060. Manufacturer is therefore subject to the jurisdiction of this Court.
4. Venue is proper in Cobb County, as their statutory agent is properly registered there.

STATEMENT OF FACTS

5. On or about June 8, 2003, Plaintiff purchased a 2003 Ford F-350 from Jim Tidwell Ford (VIN # 1FTWW33P53E [REDACTED] hereafter "vehicle") for valuable consideration.
6. Plaintiff's vehicle is manufactured and distributed by Manufacturer for valuable consideration.
7. The price of the vehicle, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than \$21,000.00.
8. In consideration for the purchase of the Vehicle, Manufacturer issued and provided Plaintiff a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet.
9. Plaintiff took possession of the vehicle on June 8, 2003.
10. Shortly after taking possession of the vehicle, Plaintiff experienced various defects, including, but not limited to, the following: (a) Electrical; (b) Stalling; (c) Engine; (d) Brake; (e) Trim; (f) Failure to diagnose and repair defects.
11. Those defects violate the Manufacturer's warranty and the implied warranty of merchantability.
12. Plaintiff afforded the Dealer a reasonable number of attempts to cure the defects.
13. The defects in Plaintiff's vehicle remain uncorrected.
14. As a result of the numerous repair attempts and Defendant's inability to repair the vehicle, Plaintiff justifiably lost confidence in the vehicle's safety and reliability.
15. The value of the vehicle has been substantially impaired to Plaintiff.
16. The defects were not and could not have been reasonably discovered by Plaintiff prior to his

purchase of the vehicle.

17. As a result of the defects and Defendant's inability to cure, Plaintiff revoked acceptance of the vehicle pursuant to The Magnuson Moss Warranty Act and Georgia Statutory law.

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

19. Defendant refused Plaintiff's demand for revocation and the corresponding remedies to which Plaintiff is entitled under the law.

20. Plaintiff has been and will continue to be financially damaged due to Defendant's failure (a) to comply with the provisions of the written warranty and (b) to provide Plaintiff with a merchantable vehicle.

COUNT 1
BREACH OF WRITTEN WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

21. Paragraphs 1 through 20, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

22. Plaintiff is a consumer, as contemplated by the Magnuson Moss Warranty Act.

23. Defendant is a warrantor, as contemplated by the Magnuson-Moss Warranty Act.

24. Plaintiff is entitled by the terms of the written warranty provided to him by Manufacturer/Dealer to enforce the obligations of said warranty.

25. Plaintiff's vehicle was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

26. The warranty provided that Defendant would repair or replace defective parts, or take other remedial action free of charge to Plaintiff in the event that the Vehicle failed to meet the

specifications set forth in written warranty.

27. The written warranty was the basis of the bargain with respect to the contract for sale executed and entered into between Plaintiff and Defendant.

28. The purchase of Plaintiff's Vehicle was induced by the written warranty, upon which Plaintiff relied.

29. Plaintiff has honored his obligations under the warranty.

30. Defendant breached its obligations under the written warranty, by failing to seasonably repair the vehicle's defects after being afforded a reasonable number of attempts to cure.

31. Plaintiff notified Defendant of its breach within a reasonable period of time after discovering it.

32. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiff has suffered damages, including, but not limited to, (a) loss of use; (b) diminished value; (c) lost wages; (d) aggravation; and (e) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) In accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for damages and other relief.

33. Plaintiff requests attorney's fees and shows that he is entitled to fees and costs pursuant to the fee-shifting provision of the Magnuson Moss Warranty Act.

WHEREFORE, Plaintiff prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson Moss Warranty

Act, including, but not limited to:

- (i) loss of use;

- (ii) lost wages;
- (iii) aggravation and inconvenience damages;
- (iv) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
- (v) any other incidental and consequential damages;
- (vi) Plaintiff be awarded reasonable attorneys' fees and costs; and

c. Plaintiff be awarded such other and further relief as the Court deems right and appropriate

COUNT II
BREACH OF IMPLIED WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

34. Paragraphs 1 through 33, above, are re-alleged and hereby incorporated by reference as if fully set forth herein, verbatim.

35. The vehicle purchased by Plaintiff is subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), and OCGA Section 11-2-314(2)(c).

36. Defendant contracts to sell goods. Defendant sells vehicles to purchasers, order component parts, and/or assemble them into final products. They are merchants with respect to the goods of the kind sold to Plaintiff.

37. The parties' contract for sale as a matter of law implies that the vehicle is merchantable, because Defendant is a merchant with respect to such goods.

38. The implied warranty was breached by Defendant because they sold Plaintiff a vehicle of insufficient quality. The vehicle is not fit for the ordinary purpose for which such goods are used.

39. The vehicle has failed to meet Plaintiff's reasonable expectations.

40. The vehicle has failed to perform with reasonable safety, efficiency, and comfort.


41. The vehicle has not provided dependable transportation, and it has not been trouble-free.
42. The vehicle would not pass without objection in the trade under the contract description and does not conform to the promises or affirmations of fact made by Defendant.
43. Manufacturer has attempted, in contravention to the law, to disclaim the implied warranty of merchantability.
44. As a result of the breach of implied warranty by Defendant, Plaintiff is without the reasonable value of the Vehicle.
45. As a result of the breach of implied warranty by Defendant, Plaintiff has suffered and continues to suffer damages, including those specifically identified in the foregoing paragraphs.

WHEREFORE, Plaintiff prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson Moss Warranty Act, including, but not limited to:
 - (i) loss of use;
 - (ii) lost wages;
 - (iii) aggravation and inconvenience damages;
 - (iv) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
 - (v) any other incidental and consequential damages;
 - (vi) Plaintiff be awarded reasonable attorneys' fees and costs; and
- c. Plaintiff be awarded such other and further relief as the Court deems right and appropriate

Pursuant to O.C.G.A. 15-12-122(c)(2), Plaintiff requests that the present case be tried by a jury.

Submitted this 16 day of March 2004.



E. Scott Fortas, Esq.
Georgia Bar No. 269980

Attorney for Plaintiff
KROHN & MOSS
1100 Spring Street NW
Suite 350
Atlanta, Georgia 30309
(404) 869-4280

Law Offices
Lehrer & Canavan, P.C.
429 West Wesley
Wheaton, IL 60187

Norman H. Lehrer
R. Lawrence Canavan

(630) 462-0700

William G. Futul

September 23, 2003

Zimmerman Ford, Inc.
2525 E. Main St.
St. Charles, IL 60174

Fifth Third Bank
1500 N. Main St.
Wheaton, IL 60187
Attn: Bank Officer

Re: REVOCATION OF ACCEPTANCE/DEMAND LETTER

Dear Sir/Madam:

I have been retained by [REDACTED] of Wasco, Illinois, concerning the purchase of a 2003 Ford F350, VIN No. 1FTSF31P23E [REDACTED]. This vehicle was sold to [REDACTED] by Zimmerman Ford, Inc. and financed by Fifth Third Bank. The vehicle has a number of mechanical problems, including but not limited to stalling problems and engine drivability problems, plus other problems. Many attempts at repair have been unsuccessful. As a result of its defects, the vehicle remains in a defective and dangerous condition.

It also appears that Zimmerman Ford, Inc. may have violated the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10 in this transaction in that there was no window sticker in the when my client purchased it and [REDACTED] revocation of acceptance was refused as was his demand for refund of the funds paid. Plaintiff believes he has suffered financial harm as a result of this conduct.

Pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, [REDACTED] is requesting \$40,000.00 and revocation of the purchase contracts, for settlement of the claims under the Consumer Fraud Act. In the event that this part of the claim is settled, it would not affect claims under any other law or a cause of action.

You are hereby notified that the Plaintiff is revoking acceptance of the vehicle, and is demanding the return of any and all funds paid, cancellation of all contracts pertaining to this transaction, and compensation for all of his damages. In the event you wish to resolve this matter amicably, feel free to contact my office within thirty (30) days. After that time, I have been


FEB-07 08 0242

EX-D

directed to file a lawsuit, in the Circuit Court of DuPage County, under the provisions of the Magnuson Moss Warranty Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, Federal law, 16 CFR 433.2, and for Common Law Fraud and Revocation and other appropriate statutes.

This letter is also to notify you that [REDACTED] is making payments on the Retail Installment Contract under protest as his revocation of acceptance has been refused.

Sincerely yours,



Norman Lehrer

NHL:dh
cc: Clients

Dispute Settlement Board
P.O. Box 1424
Waukesha, WI 53187-1424



Case Number: 357620783
Meeting Date: August 14, 2003
VIN: 1FTSF31P23E [REDACTED]

August 18, 2003

[REDACTED]
Wasco, IL [REDACTED]

Dear [REDACTED]:

At the Dispute Settlement Board's most recent meeting, we reviewed the history and status of your case involving your 2003 Ford F-Series, as reported in the statements and supporting documents submitted by you, the dealer, and Ford Motor Company.

After careful consideration of this information, the Board determined that the rough idle and stalling concerns have been resolved. Therefore, the Board concluded that no further action was necessary and no relief was granted. The Board based this decision on the Company Statement. The Board noted that no compelling evidence was provided to the contrary.

Decisions by the Board are binding on the dealer and Ford, but not on consumers who are free to seek remedies available under State or Federal law. The decisions of the Board, however, may be introduced into evidence by any party in any subsequent legal proceedings that may occur.

On behalf of the other Board members, I wish to express our appreciation for the opportunity to review your request.

Sincerely,

David Nelson
Board Chairperson

cc: Ford Motor Company
Zimmerman Ford

PEB4-070 0244

Ex-E



Dispute Settlement Board Administration
P.O. Box 1424
Waukesha, WI 53187-1424



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

60183+0000



7084-070 0240

MORTGAGE LENDING CONTRACT		MORTGAGE LENDING CONTRACT	
Loan Amount	\$ 10,000.00	Interest Rate	10.00%
Term	30 Months	Monthly Payment	\$ 351.77
First Payment Due	10/1/80	Final Payment Due	9/1/83
Loan-to-Value Ratio	80.00%	Appraised Value	\$ 12,500.00
Original Balance	\$ 10,000.00	Current Balance	\$ 9,170.00
Unpaid Principal	\$ 8,170.00	Unpaid Interest	\$ 1,000.00
Unpaid Fees	\$ 0.00	Unpaid Taxes	\$ 0.00
Unpaid Insurance	\$ 0.00	Unpaid Other	\$ 0.00
Total Unpaid	\$ 9,170.00	Total Paid	\$ 1,330.00

By signing this document, you agree to the terms and conditions of the mortgage lending contract. This contract is subject to the terms and conditions of the mortgage lending contract.

Signature of Borrower: _____

Signature of Lender: _____

Date: _____

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Signature of Lender: _____

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Signature of Lender: _____

Date: _____

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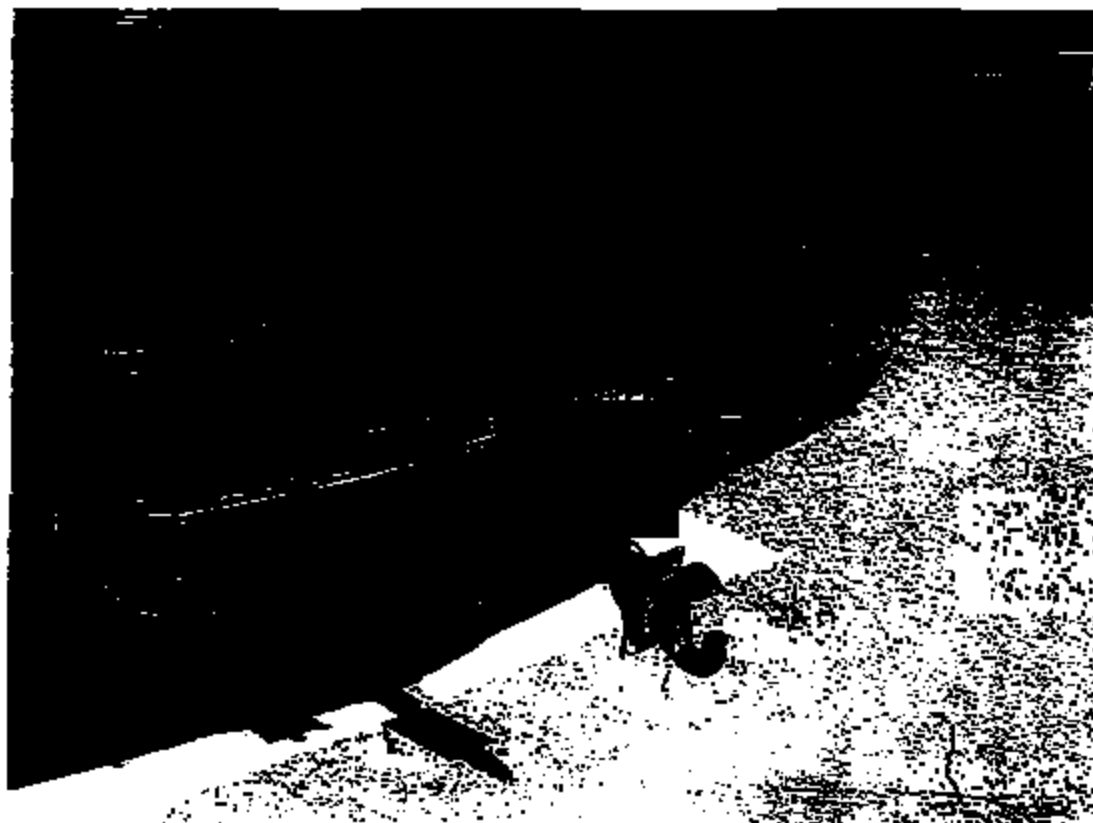
Signature of Borrower: _____

Signature of Lender: _____

Date: _____

REDA-078 0248

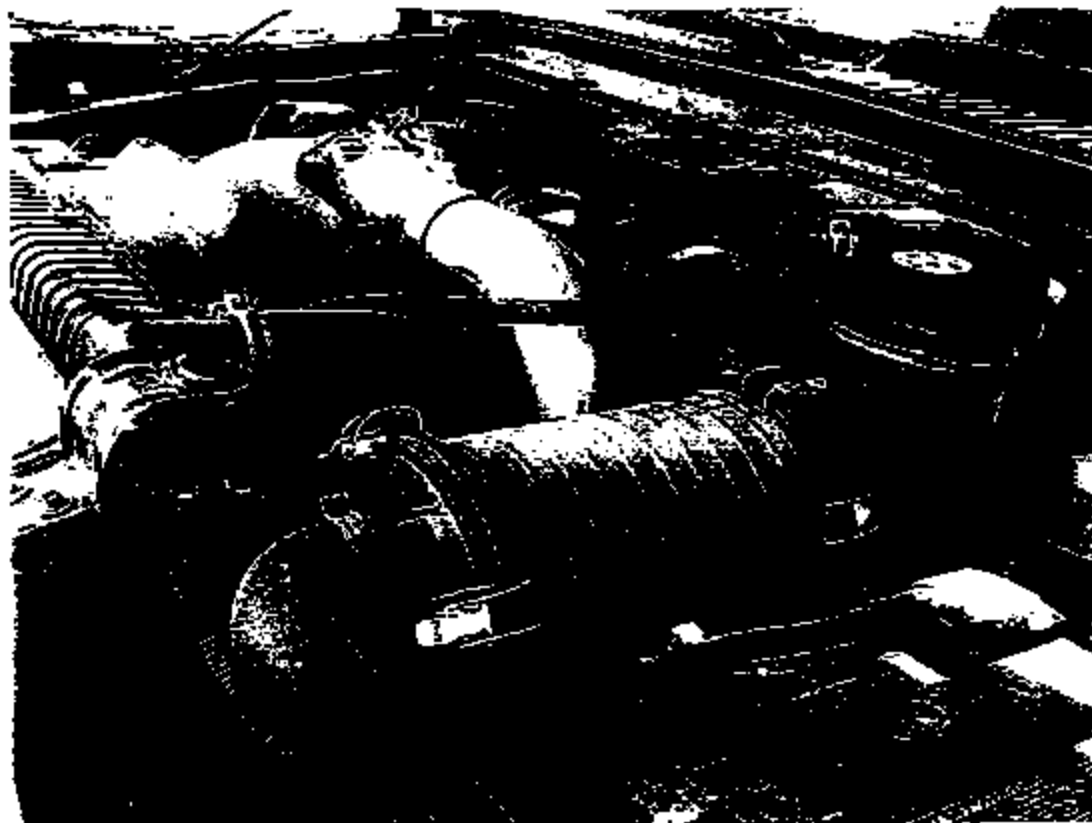
Ex-F



PC94-878 0240



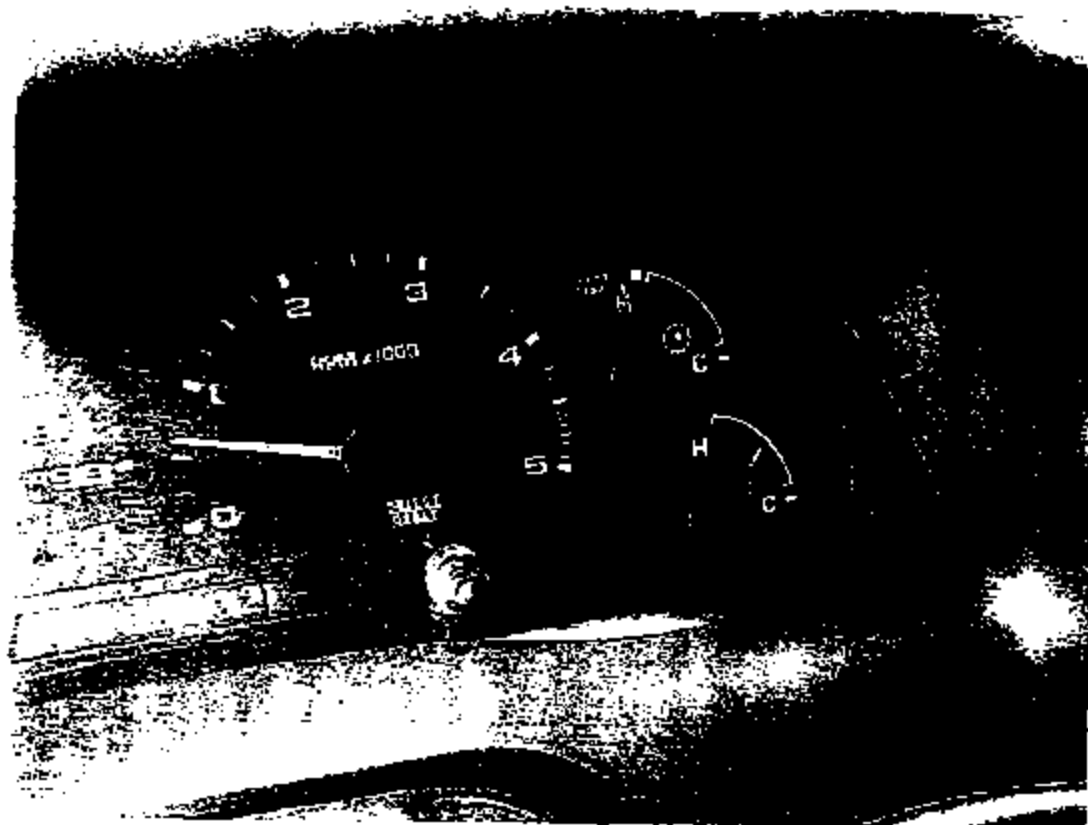
PE04-070 0249



P104-B70 R250



PE04-078 0251



PER4-B70 0252



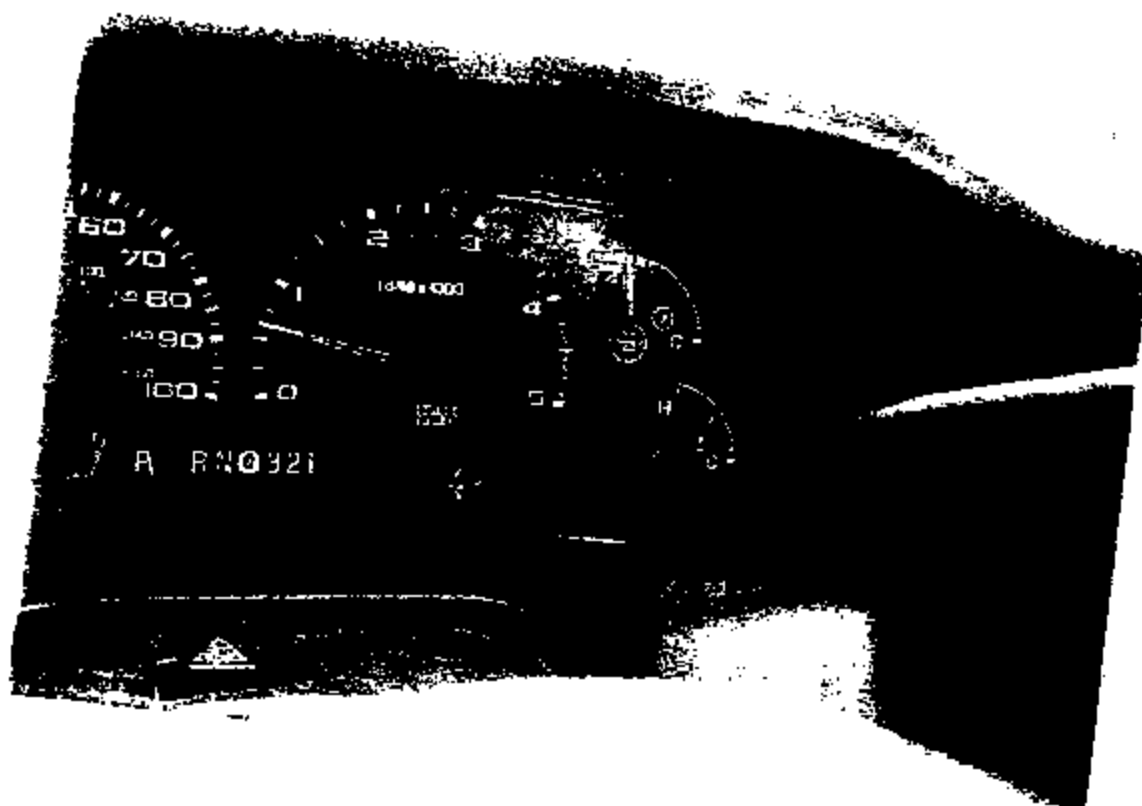
REC-070 0203



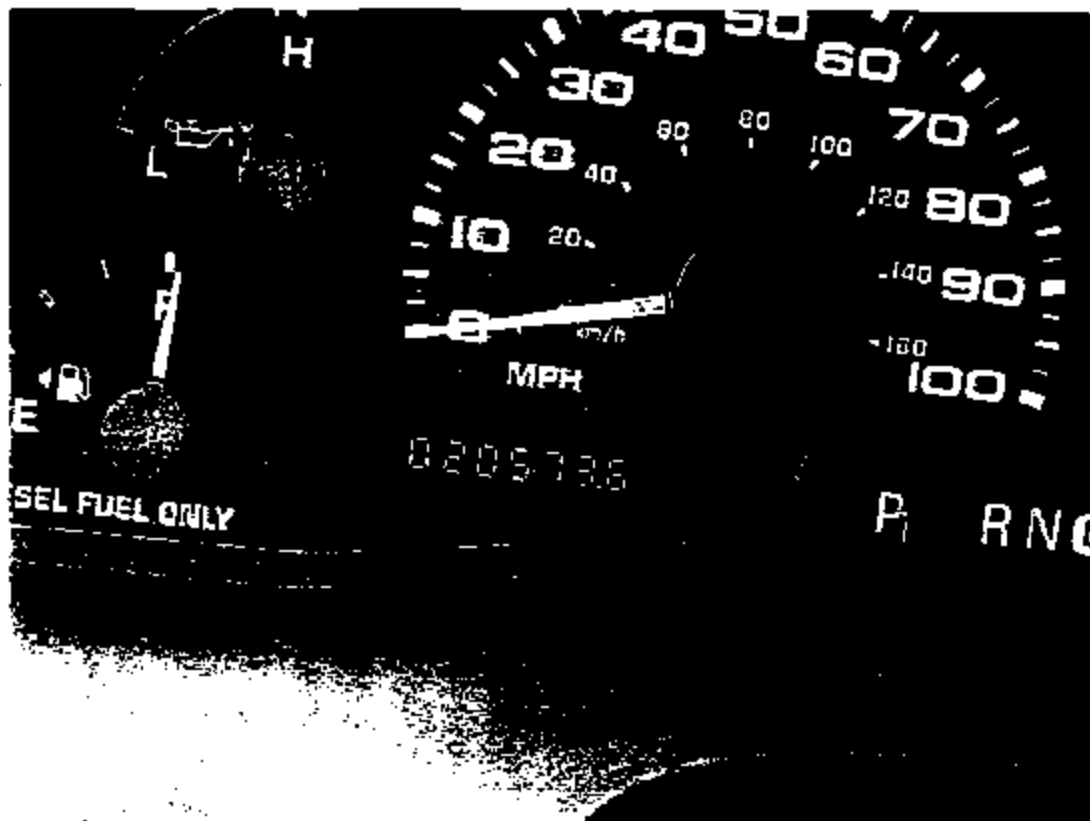
P204-070 0224



FE04-070 0200



FE04-070 0258



PE04-070 0257

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

COPY

BY ORDER OF COURT THIS CASE IS HEREBY
SET FOR CASE MANAGEMENT CONFERENCE
BEFORE THE ABOVE NAMED JUDGE
ON 8-19
04 AT 9 A.M. FOR
FAILURE TO APPEAR MAY RESULT IN THE
CASE BEING DISMISSED OR AN ORDER OF
DEFAULT BEING ENTERED.

Plaintiff

vs.

No.

Zimmerman Ford, Inc.,
Ford Motor Company and
Fifth Third Bank

Defendants

DONALD J. FABIAN JURY TRIAL DEMANDED

COMPLAINT

Now comes the Plaintiff, [REDACTED] by his attorneys, Lehrer & Canavan, P.C., and
by way of his Complaint against Defendants, states as follows:

COUNT I

BREACH OF WRITTEN WARRANTY AGAINST DEFENDANTS DEALER AND
MANUFACTURER UNDER MAGNUSON-MOSS WARRANTY ACT

Now comes the Plaintiff, [REDACTED] by his attorneys, Lehrer & Canavan, P.C., and
by way of his Complaint against Defendants Dealer and Manufacturer, states as follows:

1. Defendant Ford Motor Company, (hereinafter "Manufacturer") is a foreign
corporation, in the business of manufacturing automobiles, with the intention of selling these
automobiles to the public at large through a system of authorized dealerships. Defendant
Manufacturer does business in all counties of the State of Illinois including Kane County, State
of Illinois.

2. Defendant Zimmerman Ford, Inc. (hereinafter "Dealer"), is a corporation, existing
under the laws of the State of Illinois, with offices and business establishments in St. Charles,
County of Kane, Illinois. Defendant Dealer is an authorized dealership for Defendant

Manufacturer, and is engaged in the business of selling and repairing automobiles manufactured by Defendant Manufacturer to the public at large.

3. Plaintiff [REDACTED] at all times relevant hereto was residing in Illinois.

4. On or about December 9, 2002, Plaintiff purchased from Defendant Dealer a new 2003 Ford 350 pick-up truck, manufactured by Defendant Manufacturer, Serial No. 1FTSF31P23E [REDACTED] for valuable consideration (a copy of purchase contract attached as Exhibit "A").

5. Plaintiff is a "consumer" under 15 U.S.C. 2302.

6. That in addition to applicable State law, the Magnuson-Moss Warranty Act, Ch. 15 U.S.C.A., Section 2301, et. seq. (hereinafter "Warranty Act") is applicable to this Complaint, in that the automobile is a consumer product, built subsequent to January 4, 1975, and costs in excess of \$10.00.

7. Defendants Manufacturer and Dealer are suppliers and Service Contractors as defined in the Warranty Act. 15 U.S.C.A., Section 2301 (4), (5).

8. Plaintiff's purchase of the automobile was accompanied by written warranties offered by Defendants and extending to the Plaintiff, which warranties were part of the basis of the bargain of the Contract between Plaintiff and the Defendant, for the sale of the automobile.

9. In these written warranties, Defendants warranted the automobile for three years/36,000 miles for any non-conformities in material or workmanship and that Defendants would provide repair or replacement free of charge to Plaintiff if the product failed to meet the specifications set forth in the agreements. (copy of Affidavit of William G. Hutul not available, and documents memorializing these warranties, attached as Exhibit B).

10. Said purchase was induced by, and Plaintiff relied on, these written warranties.

11. Defendants breached said warranties, in that shortly after purchase, the automobile manifested various non-conformities, including but not limited to stalling problems, engine driveability problems, defective transmission, defective engine, lack of power, and other problems. A mechanic has determined the vehicle has these non-conformities. A copy of his report is attached hereto as Exhibit "C".

12. Plaintiff met all of his obligations and preconditions as provided in the written warranties.

13. Plaintiff has provided Defendants sufficient opportunity to repair and/or replace the automobile. The Plaintiff attempted to resolve his repair complaints through the Dispute Settlement Board, but his application was denied.

14. Defendants have failed to repair and/or replace the automobile, as provided in the written warranties, or as provided by law, and the automobile remains in a defective and unmerchantable condition.

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

16. As a result of the non-conformities, Plaintiff revoked his acceptance of the automobile on or about September 23, 2003 (copy of letter of revocation of acceptance attached hereto as Exhibit "D"). Plaintiff also revoked acceptance through the Dispute Settlement Board of Ford but his application was refused (see Exhibit "E").

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

18. Defendants have refused Plaintiff's revocation of acceptance, and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

19. As a result of Defendants' breaches of the written warranties, Plaintiff has incurred substantial damages, including all payments made on the vehicle, including a \$7,000.00 down-payment and monthly payments, aggravation and inconvenience, and other damages, including attorneys fees.

WHEREFORE Plaintiff prays for relief against Defendants Dealer and Manufacturer as follows:

A. That the contract between Plaintiff and Defendants Dealer and Manufacturer concerning the automobile be judicially canceled and revoked.

B. That Plaintiff have judgment against Defendants Dealer and Manufacturer for the full purchase price, insurance fees, cancellation of the installment contract, costs of "cover", loss of use, and incidental and consequential damages in a sum of \$30,000.00, aggravation and inconvenience, and prejudgment interest at the prime rate, from the date this cause of action accrued.

C. That Plaintiff have judgment against Defendants Dealer and Manufacturer for attorneys fees, witness fees, and other fees incurred as a result of bringing this action, pursuant to Ch. 15 U.S.C.A. Sec. 2310 (d) (2).

D. That Plaintiff be awarded such other and further relief that the Court deems just and appropriate.

COUNT II

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY AGAINST DEFENDANTS DEALER AND MANUFACTURER UNDER THE MAGNUSON MOSS WARRANTY ACT

Now comes the Plaintiff [REDACTED] by his attorneys, Lehrer & Canavan, P.C., and states as follows by way of Complaint against Defendants Manufacturer and Dealer:

1-19. Plaintiff restates and realleges paragraphs 1-19 of Count I as paragraphs 1-19 of this Count II, and states further as follows:

20. The automobile purchased by Plaintiff was subject to an implied warranty of merchantability under Illinois Compiled Statutes Chapter §10 ILCS 5/2-314, and as defined in 15 U.S.C. 2301(7), running from both Defendants to the intended consumer, Plaintiff herein.

21. That 15 U.S.C. 2308 prohibits a supplier of consumer goods from disclaiming or modifying any implied warranty when said supplier makes a written warranty to the consumer, or when a supplier has entered into a service contract with the consumer within ninety (90) days of a sale.

22. Pursuant to Illinois Compiled Statutes §10 ILCS 5/2-314, and/or 15 U.S.C. 2308, the automobile was impliedly warranted to be substantially free of non-conformities in material and workmanship, and thereby fit for the ordinary purpose for which the vehicle was intended, and was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

23. The non-conformities described above render the vehicle unmerchantable, unsafe, and thereby not fit for the ordinary purpose for which the vehicle was intended, and these non-conformities existed when the vehicle left the manufacturer's control and was sold by the dealer to Plaintiff.

24. As a result of the breaches of implied warranty by Defendants Manufacturer and Dealer, Plaintiff is without the reasonable value of the automobile.

25. As a result of the breaches of implied warranty by Defendants Manufacturer and Dealer, Plaintiff has suffered various damages, including all payments made, a down-payment of \$7,000.00, aggravation and inconvenience, and other damages including that the vehicle is substantially diminished in value by forty percent (40%) of its value.

WHEREFORE, Plaintiff prays for relief against Defendants Manufacturer and Dealer as follows:

A. That the contract between Plaintiff and Defendants Manufacturer and Dealer concerning the automobile be judicially canceled and revoked.

B. That Plaintiff have judgment against Defendants Manufacturer and Dealer for the full purchase price, insurance fees, cancellation of the installment contract, costs of "cover", loss of use, and incidental and consequential damages in a sum of \$30,0000.00, aggravation and inconvenience, and prejudgment interest at the prime rate, from the date this cause of action accrued.

C. That Plaintiff have judgment against Defendants Manufacturer and Dealer for Attorney's fees, witness fees, and other fees incurred as a result of bringing this action, pursuant to Ch. 15, U.S.C.A., Sec. 2310(d)(2).

D. That Plaintiff be awarded such other and further relief that the Court deems just and appropriate.

COUNT III

VIOLATION OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT AGAINST DEFENDANTS DEALER AND MANUFACTURER

Now comes the Plaintiff, by his attorneys, Lehrer & Canavan P.C., and states as follows by way of Complaint against Defendant Zimmerman Ford, Inc. & Ford Motor Company.

1-5. Plaintiff restates and realleges paragraphs 1-5 of Count I as paragraphs 1-5 of this Count III, and states further as follows:

6. At all times relevant hereto, there was in effect in the State of Illinois a statute known as the Illinois Consumer Fraud and Deceptive Business Practices Act, Ill.Comp.Stat. 815 ILCS 505/1 et seq.

7. Defendants were at all times relevant, engaged in trade or commerce as defined by the Consumer Fraud Act.

8. On or about September 23, 2003 Plaintiff served written notice on the Defendant Zimmerman Ford, Inc. and Ford Motor Company of their violations of the Consumer Fraud Act

and various Federal and State laws.

9. The Defendants made the following representations and/or omissions to the Plaintiff:

- (a) represented that the vehicle had been inspected and was in excellent condition with no defects after a thorough inspection by a qualified mechanic;
- (b) in violation of State and Federal law, Defendant Zimmerman Ford refused Plaintiff's revocation of acceptance and refused to afford Plaintiff a replacement vehicle without charge or refund. This practice was an unfair and deceptive act; and

(c) in violation of Federal and State law, there was no window sticker on the vehicle.

10. The representations and/or omissions set forth above were made with the intent that Plaintiff rely on them.

11. The representations and/or omissions set forth above were false and untrue, or the Defendants committed unfair acts, in that:

(a) the vehicle was defective and not in excellent condition and no proper inspection of the vehicle had occurred by a qualified mechanic, as the vehicle manifested defects shortly after purchase, including stalling and engine problems; and

(b) as set forth above, Defendant Dealer unfairly refused Plaintiff's attempts at revocation, refused to give Plaintiff a refund or replacement vehicle without charge, and otherwise acted in a defective and/or unfair manner.

12. The misrepresentations and/or omissions set forth above were known to be untrue at the time they were made by Defendants or the Defendants made the representations in reckless disregard of the truth or falsity of the representations.

13. At all times relevant, Defendant Ford Motor Company exercised control over the

business activities of its dealers, including Zimmerman Ford in the following ways:

(a) required dealers to follow the rules and policies of Ford Motor Company in doing business;

(b) required dealers to use the Ford Motor Company logo and signs, and identify themselves as authorized dealers of Ford Motor Company;

(c) required dealers selling a Ford Motor Company vehicle to pass on to customers the Ford Motor Company warranties, and to explain these warranties to customers; required dealers to do warranty repairs on these vehicles, and to do the repairs according to procedures and policies set forth by Ford Motor Company;

(d) required the dealers to use parts and tools either provided by Ford Motor Company or chosen by Ford Motor Company in performing repairs under the Ford Motor Company warranties and Ford Motor Company service contracts;

(e) trained the service and sales personnel of its authorized dealers; provided training and seminars and other educational materials to the sales and service personnel of the authorized dealers;

(f) Ford Motor Company audited the activities of the dealers and directly contacted the customers in order to audit the activities of the dealers and ensure that the dealers were acting under the policies and rules of Ford Motor Company as they pertain to dealing with customers;

(g) Ford Motor Company had the right, at all times, to enter onto the premises of the authorized dealers, check the books, and to investigate the dealership business activities to ensure that the dealers were following the rules and procedures and policies of Ford Motor Company;