

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

KEITH A. JONES

Attorney at Law

1998 Kelmout Lane
CHARLESTON, WV 25312
Telephone (304) 984-9800
Facsimile (304) 984-9801

October 19, 2004

Via US Mail and Facsimile 313-390-4201

Anne Danowski
Ford Motor Company
Consumer Litigation Section
3 Parklane Boulevard
Parklane Towers West, Suite 1500
Dearborn, MI 48126-2568

Re: Timothy Belcher v. Ford Motor Company, et al
Circuit Court of Kanawha County, West Virginia
Civil Action No. 04-C-2032
Ford File No. 499715, VIN 1FTSX31P33E [REDACTED]

Dear Anne:

Please find enclosed the following settlement demand in the above-styled case.

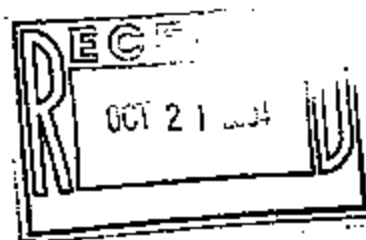
Very truly yours,

Keith A. Jones/cjk

Keith A. Jones

KAJ/cjk

Enclosure



THOMAS F. BASILE

ATTORNEY-AT-LAW
5400 VIRGINIA AVE, SE
CHARLESTON, WV 25304-2241
P.O. Box 11558 (P.O. ZIP 25339)

RECEIVED
10-19-04

Phone - 304-925-4490
Fax - 304-925-7472
Mobile Phone - 304-810-8764
E-mail: thomas.f.basile@verizon.net

October 18, 2004

Keith A. Jones
Attorney at Law
1998 Kalmont Lane
Charleston, WV 25312

Re: [REDACTED] v. Ford Motor Co. and Moses Ford, Inc.,
Civil Action No. 04-C-2032 (Bloom)

Dear Keith:

As you requested, I am forwarding my client's demand to you with the hope that we might be able to resolve this matter without expending great sums of money and time. [REDACTED] has suffered enough annoyance and inconvenience to date due to the unreliability of his 2003 Ford F350 Super Pickup (Diesel), VIN: #FTSX31P33E [REDACTED]. As you will see, he has also incurred unnecessary financial costs because of the truck's poor gas mileage and has worried often about his own safety because of the lack of dependability and the unpredictability of this Ford diesel truck.

FACTUAL BACKGROUND

[REDACTED] purchased his Ford F350 on April 17, 2003, from defendant, Moses Ford, Inc., an authorized Ford dealership located in Saint Albans, West Virginia. The amount financed through Members First Federal Credit Union to purchase the truck was \$37,909.45. The purchase contract is enclosed and marked as Exhibit 1. The promissory note from the credit union is enclosed and marked as Exhibit 2.

This purchase was [REDACTED] third purchase of a new Ford super duty truck from Moses Ford in four years. He had previously purchased a new 2000 model and a new 2002 model from Moses. He knew the salesman and service department well because of these purchases and his loyalty to the dealership since 2000. The salesman at Moses Ford knew that [REDACTED] job duties required him to live on the road traveling long distances around the country and that he used his Ford trucks to pull his 36' Keystone trailer, which was his home on wheels while on the road. For that reason [REDACTED] Ford trucks, including the truck at issue, were fitted with a fifth wheel to pull the trailer, which weighed 14,180 pounds. [REDACTED] had expressed concern that the 2002 Ford F250 (a gasoline engine) was a bit sluggish when pulling his trailer. Mike, a

salesman at Moses Ford, told him the F350 Super Duty diesel would do a much better job and was capable of pulling up to 20,000 pounds. He relied on this representation when he purchased the truck. He was also aware of the frequent Ford TV commercials that show the Ford F350 having no problems pulling weights greater than his 14,000 pound trailer.

Regrettably, [REDACTED] began to experience difficulties with this Ford vehicle shortly after he purchased it. After a few thousand miles, he noticed that the fuel economy dropped significantly, the engine began to run "rough" and the transmission slipped on cold starts. He first brought the truck to Moses Ford for investigation on July 14, 2003, at which time the vehicle only had 9,162 miles on the odometer. The service department recorded [REDACTED] complaint, (Exhibit 3, p. 3, Item 3 of 4), but told him that the diesel mechanic was not present on that day to investigate the problem. [REDACTED] needed for the truck to be looked at immediately and was not in a position to leave the truck with Moses Ford because his job duties required him to get back on the road to travel to his work destination. He is rarely in West Virginia for more than a weekend each month.

Consequently, [REDACTED] immediately drove to Midway Ford in Hurricane to see if Midway could successfully diagnose the problem with his truck. (Exhibit 4, mileage 9,177.) The technician wrote down three diagnostic codes on the work order - P0103, P0112 and P2199 - but otherwise did nothing and the problems continued. As you can see from the work order, there is no final conclusion reached by the technician.

[REDACTED] brought the truck to Moses Ford again on December 1, 2003, with the same complaints as before, as well as a complaint that the fifth wheel brake would lock up when going down hill with the trailer in tow - an obvious safety issue. Moses kept the truck for two days but reported that they could not duplicate either problem. (Exhibit 3 at p. 2 and Exhibit 5, mileage 21,592.) I am sure you have had this experience frequently with the service departments in car dealerships, where the service department is unable to duplicate the customer's concern. I know I have had that experience more times than I care to remember.

[REDACTED] brought the truck in again on December 29, 2003, for the same complaints related to poor engine performance, transmission slipping, low power, poor fuel economy and the brake locking up on the fifth wheel. Moses again kept the vehicle for two days but was unable to diagnose any problems. (Exhibit 3 at p. 1, mileage 22,145.) Ford sent [REDACTED] a customer satisfaction survey to complete regarding the visit of December 29, 2003. [REDACTED] completed that survey, gave Moses poor marks and even took the time to write a two-page letter to Ford to complain about his frustrations with the F350 truck and his bad experiences with the service department at Moses Ford. (Survey and letter, Exhibit 6.)

continued to have problems with the Ford F350. While on a job assignment in Delaware, he called the service department at Moses Ford for advice. The man who spoke to him told him that he could not help him and then he hung up on him!!! This is not the way to treat someone who has purchased over \$100,000 of new trucks in four years from your dealership.

then took the truck to Hertrich Ford in Milford, Delaware. Hertrich was able to at least confirm some of concerns and diagnose some of the problems. Hertrich found a burnt terminal at the starter and burnt vacuum line and replaced them. (Exhibit 7, mileage 24,066.)

However, it was not long before had serious problems again. The truck stalled twice on the interstate while he was hauling his trailer – again, an obvious safety issue. The engine was running rough. The transmission was sticking and the fuel economy was reduced from 600 to 300 miles/tank of fuel. He brought the truck to Turnpike Ford in Marmet for these problems on February 17, 2004, hoping that Turnpike might have better success than Moses. (Exhibit 8, mileage 27,169.) Turnpike drained the fuel, flushed the lines, replaced the fuel filters, took off the gas tank and cleaned it. Unfortunately, this did not fix the problems with the F350, including the stalling problem.

On February 29, just twelve days later, and his father drove to Sutton Lake to go fishing. The turbo was not engaging as it should and lacked power. checked under the hood and found an engine leak located on the front part of engine. There was also a tube coming out of the turbo on the passenger side of vehicle. He subsequently reported the problem to the service department at Turnpike Ford and was told the air filter might be dirty. He checked it, but it was not dirty. Turnpike Ford also told him the truck could be "overworked," whatever that means. I was puzzled by this response. How does one overwork a truck that is routinely advertised on TV as a workhorse vehicle that can handle anything? Indeed, just this past week I have personally witnessed two Ford F350 commercials on TV that shows this same truck pulling 19,000 pounds of concrete slabs. Keystone trailer is only 14,160 pounds and it is not always in tow. It is only in tow when he moves from one work location to another every 4-6 weeks.

In late March, 2004, while on a job near South Boston, Virginia, brought the truck to the only Ford dealer near him to report the same problems and a new problem with the gears racing through each upward shift (it's an automatic) without building up adequate power. That Ford dealer told him that he could not help him because his only diesel mechanic was off for six weeks.

On April 8, 2004, while driving over the mountains on I-68, east of Morgantown (the trailer was not in tow), was confronted with another unexpected, unsafe situation involving his F350. He was traveling highway speed, at night,

when the engine suddenly made a loud bang of a noise and he lost power. The truck slowed to 25 mph. He stopped when he got to Morgantown and waited a few hours. He then got back on the road, but was unable to drive above 25 mph, all the way to Elkview, WV, where he was headed for a weekend visit with his parents. He had to drive all night, approximately 8 hours, on I-68 and I-78 at 25 mph.

The next day, April 9, 2004, he brought the truck to Moses and reported the problem to the service department. Moses kept the vehicle until April 14 and gave [REDACTED] a Ford Taurus to use so he could return to work in Virginia until the repairs were made. Moses reported that there was a leak at the intercooler hot side and replaced the cooler tube. However, they were not able to diagnose why the transmission slipped at times. (Exhibit 9, mileage 32,493.) [REDACTED] was very upset by the attitude of Mr. Weaver in the service department, who informed [REDACTED] that he did not like receiving a negative evaluation on the customer satisfaction survey that [REDACTED] had completed for the December 29th service visit. [REDACTED] told [REDACTED] that he wanted him to give his service department a positive evaluation for this service visit. [REDACTED] felt intimidated by Mr. Weaver's words, which I believe were unprofessional and totally inappropriate.

In early May, 2004, [REDACTED] began to have problems right after starting the vehicle, when it would not accelerate and move forward. He would have to turn the ignition on and off several times before the gears would engage and the truck would move. He drove to a Ford dealer near his work location - Haddleman Ford - but they would not take him for a few days because he had not purchased the truck from their dealership.

When he returned to West Virginia on May 14, 2004, he brought the truck to Moses and reported the problems. Moses kept the vehicle for nearly one full month, until June 11, 2004. Moses discovered problems with the gaskets around the transmission oil pan, seal leaks with the rear crankshaft and confirmed that the performance diagnostics were on the low side of normal. (Exhibit 10, mileage 35,660.) With respect to the transmission slipping while in tow mode, Moses suggested that [REDACTED] bring his trailer in to the service department in order to check it in tow mode. Of course, that was not an easy thing for [REDACTED] to do because his trailer was in Virginia. He did not have the liberty to simply take a few days off work and tow his trailer back to West Virginia.

By this point, I hope you can see why [REDACTED] was completely unsatisfied with this vehicle and Ford and no longer wanted to engage in the annoyance and inconvenience, expense and wasted time of going back and forth to Ford dealerships without getting his vehicle in good-working order. Due to his travels, he needs a dependable vehicle. One would think the truck would be dependable

for at least the 36,000 miles of the warranty period and be the workhorse it is advertised to be and promised to be by the salesman at Moses Ford. By May, 2004, I had already given notice to Ford about [REDACTED] claim. In fact, on March 30, 2004, I sent a Notice of Claim to the Customer Relations Center at Ford's offices in Dearborn, Michigan. (Letter of March 30, 2003, Exhibit 11.) In my letter, I invited Ford to contact me promptly to try and resolve the claim and help [REDACTED] to be able to end the annoyance, inconvenience, expense, lost time, lost money and concerns for his safety.

I finally was contacted by a woman from Ford's Consumer Affairs office named [REDACTED]. We spoke at length on April 19 and 21, 2004. She reported to me that Moses Ford believed that [REDACTED] put the truck to improper use in a commercial work fashion and that he "drove the truck too hard." [REDACTED] was shocked to hear these complaints. As to the former, he does not even use trucks in the job he has. He only uses the truck for transportation to his work sites and pulls his Keystone trailer from one site to another. It is not used on the job. [REDACTED] and I are still trying to figure out what the latter statement means: "drove the truck too hard," particularly when the salesman at Moses Ford sold the F350 to [REDACTED] with the knowledge that he needed it for the specific purpose of pulling his Keystone trailer that he reported he was having some difficulty pulling with the F250. The truck was not put to any improper use, unless F350s are only meant to be driven around town for show, and expected pull far less weight than they are advertised to pull.

While speaking to [REDACTED] on April 21, 2004, she asked me what [REDACTED] wanted to resolve this matter. I told her he wanted a refund for the purchase price of the truck. She said she could not do that, but could only offer a replacement vehicle. I told her that [REDACTED] did not want another vehicle that had caused him so many problems. She said that if he would not accept a replacement vehicle then we would simply have to file a lawsuit! I was shocked and told her as much. I asked if that is the way Ford handles all lemon law complaints and she said "No, but Ford handles certain states differently."

I called [REDACTED] again on April 28, 2004, and asked again if there was any way we could resolve this matter without filing suit. I asked if Ford would be willing to buy back the vehicle and pay [REDACTED] some money for his aggravation and inconvenience. She repeated what she had said a week earlier; that I should simply file a lawsuit. I asked if she was sure that is what she wanted me to do and she said "Yes, that might eventually get the ball moving." She went on to say that Ford has a policy in West Virginia of not paying money on these types of claims and advising people to file suit. Again, I was shocked. I never spoke again with [REDACTED]. She did fax me a "vehicle replacement offer" on May 3, 2004, that remained open for 10 days, but I had already communicated to her that a replacement vehicle was unacceptable. (Exhibit 12.)

Unable to continue on this "merry-go-round", back-and-forth routine with Moses Ford and an unreliable truck, [REDACTED] was forced to go out and buy another truck in order to have a reliable vehicle to use for towing his Keystone trailer and getting around the country for his job. He bought a Dodge truck and has not had any problems with it. He has since moved from Virginia to Alabama to Colorado. However, he now has 2 truck payments and 2 insurance premiums to pay, but still has an unreliable Ford F350 that his father in Elkview has used occasionally, hoping to have Ford do the right thing, buy it back and settle this matter fairly.

[REDACTED] father has continued to have the same problems with the F350 that [REDACTED] had when he drove it. The truck continues to have problems with low power or no power, transmission slippage, stalling, engine and transmission leaks and poor fuel economy. At times the truck does not start or it starts and has no power to move forward and must be stopped and started several times to get it moving. [REDACTED] father returned the truck to Moses Ford on June 25, 2004, to see if it could be fixed. The service department stated on the work order that they road tested the truck two times and it was okay. However, the mileage out was the same as the mileage in (37,887). (Exhibit 13.) The work order also states that the poor performance reported by [REDACTED] was normal when the vehicle is cold. Low power and no power on some occasions after start-up would not appear to be normal to me.

Having had enough, [REDACTED] directed me to file suit against Ford and Moses Ford on July 20, 2004, just as [REDACTED] directed us to do. The vehicle now sits at [REDACTED] parents' home and has 39,286 miles on the odometer.

DAMAGES

Essentially, [REDACTED] would like to have Ford refund the purchase price to him (including interest), pay him some money for his aggravation and inconvenience, reimburse him for having to carry a second insurance premium, pay his attorney fees and expenses and factor in some amount for punitive damages for Ford's intentional refusal to settle this pre-suit and directing me to file suit.

Damage Calculations

A) 18 payments to date @ \$742.52/ea. (due 15 th each mos.)	\$ 13,365.36
Approximate payoff thru 10/22/04 (Interest approx. \$8.05/day) ¹	\$ 27,857.02
Sub-total	\$ 41,222.38
B) Insurance premium on F350 (5/2004 – 10/2004)	\$ 925.00
Insurance premium on F350 (10/2004 – 4/2005)	465.90 ²
C) Compensatory damages (claims in the Complaint)	\$ 15,000.00

¹ Payoff information form. (Exhibit 14.)

² Additional insurance payment of \$463.91 due on 11/16/04

D) Punitive damages		\$ 10,000.00
E) Attorney Fee and Costs	(1/3 of A+B+C+D)	\$ <u>22,537.76</u>
Total Demand		<u>90,151.04</u>

██████████ also paid additional sums for diesel fuel that were unnecessary due to poor fuel economy. He initially was getting 20 mpg (38-gallon tank) but that figure dropped considerably at times, even without the trailer in tow, sometimes as low as 8 mpg. If we can settle this matter promptly and fairly we will leave this damage factor out of the calculations. If we have to proceed through discovery, we will include that figure in the damage calculations later.

Please contact me as soon as you have had a chance to review our demand and the attached documentation offered in support. I will forward proof of payment of the insurance premium soon to support line item B. Do not hesitate to contact me if you have any questions.

Sincerely,



Thomas F. Basile

cc: ██████████ (w/enclosures)

9666431

MOSES FORD, Inc.
 P.O. Box 1878 2001 McCorkle Ave. S.W.
 SAINT ALBANS, WEST VIRGINIA 25177-1878
 Telephone (804) 722-4800

DEAL#

45411

PURCHASER'S NAME		DATE 04 / 17 / 2003	
ADDRESS		CITY ELVIEW WV	ZIP CODE
RESIDENCE PHONE	BUSINESS PHONE	SALES REPRESENTATIVE LACKEY, JEFFREY	
Please enter my order for one		YEAR 2003	MAKE FORD
COLOR BLACK	TOP	STOCK NO.	F350 PICKUP
VIN 1F5X21P33E	26	TO BE DELIVERED ON OR ABOUT 04 / 17 / 2003	
Description of trade-in: Year 2002 Make FORD		Base price of vehicle	\$ 37377.06
Model F260 PICKUP VIN 1F5X21F92E			
Title No. AP11403	Mileage 26311	Additional Equipment (Options)	
Balance owed to: MEMBERS FIRST			
Address			
Account No. Good till / /			
Purchaser verifies that the official odometer mileage statement has been completed on trade-in.			
Purchaser's signature			
SPOT AGREEMENT			
This "Spot Agreement" is attached to and made a part of the Retail Buyer's Order or Dealer's Third Party Lease Agreement (hereinafter the "Agreement"), dated this date between MOSES FORD, INC., (hereinafter the "Seller"), and [redacted] as Buyer/Lessee (hereinafter "Buyer").			
Buyer and Seller intend that Seller will attempt to arrange for financing through a third party for the Buyer's purchase or lease of the vehicle listed on the Agreement. Buyer understands that Seller may not be able to arrange for such financing. In the event, the Seller is unable to obtain third party financing approval for Buyer's purchase or lease of the listed vehicle within _____ days of the date hereof, Buyer shall immediately upon notice from Seller, return the vehicle described in the Agreement to Seller or, in the case of a purchase, pay to Seller the balance due as reflected in the Retail Buyer's Order. If Buyer returns the vehicle, Seller shall refund all deposits made by Buyer. If the listed vehicle is immobilized or impounded while in Buyer's possession, Buyer agrees to take whatever steps are necessary to insure the return of the vehicle to Seller.			
MOSES FORD, INC.			
Seller	Buyer/Lessee		
By	Co-Buyer/Co-Lessee		
<p>Purchaser agrees that this Order on the face and reverse side listed and any separate documents shall include all of the terms and conditions of this Order of Sale. A USED VEHICLE, THE INFORMATION YOU SEE ON THE GENERAL TRUCK COMMISSION WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERSEES ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE. This Order cancels and supersedes any prior agreement and as of this date listed comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter herein, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY SELLER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his acceptance of this Order agrees to be bound by the terms and conditions and that said [redacted]</p>			
PURCHASER'S SIGNATURE		04 / 17 / 2003	
ACCEPTED BY		04 / 17 / 2003	
SALES REPRESENTATIVE			

Documentary Fee	49.00		15
Total Cash Price (1 thru 15)	37377.06		16
Less Trade-In	22000.00		17
Difference (16 minus 17)	10377.06		18
Total Taxable Amount	10377.06		19
Plus Balance Owed			20
Privilege Tax	511.85		21
Title Fee	10.00		22
Lien Fee	5.00		23
Transfer Fee	5.50		24
License Fee			25
Temporary Plate Fee			26
Other			27
Total Taxes & Fees (21 thru 27)	633.35		28
Mechanical Service Contract			29
Doc Fee (from Line 15)	59.00		30
Tax - Service Contract - Luxury	9.44		31
Total (20 plus 28-31)	10969.35		32
			33
Rebate - Manufacturer			34
Deposit (cash down payment)	2000.00		35
Balance (due on delivery) (32 minus 33-35)	8969.35		36
Credit Life Disability Insurance			37
Amount to be Financed (36 plus 37)			38

FORD-470 0274

- Ex. 1

```

*--- 1 of 4 - Dealer -----*
RD No: 102744   Opened: 29DEC03   Closed: 31DEC03   Mileage: 22145
Line Code: A   Booker: 402       Comeback: N
Complaint:      NO POWER,SPITS AND SPITTERS,POOR FUEL MILEAGE
Cause: PERFORMED DIESEL ENGINE PERFORMANCE DIAGNOSTICS ,NO CODES UNABLE TO DUPL
SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....
7471 420  W [REDACTED] ENGINE PERFORMANCE DIAGNOSTICS - DIESEL
ENGINE - DIAGNOSIS - L
PT8$ 0.00 LBR$ 25.88 MSC$ 0.00
7471 420  W [REDACTED] KEY ON ENGINE OFF - KEO CHECK - TEST -
L
PT8$ 0.00 LBR$ 6.50 MSC$ 0.00
7471 420  W [REDACTED] KEY ON ENGINE OFF - KEO INJECTOR ELECTR
ICAL SELF-TEST - TEST - L
PT8$ 0.00 LBR$ 6.50 MSC$ 0.00
Line Code: B   Booker: 402       Comeback: N
Complaint:      WHEN TOWING OR LOADED,AUTO TRANS JERKS HARD ON DOWNSHIFT CHIRP
Cause: PERFORMED ELECTRONIC TRANS DIAGNOSTICS,NO CODES ,CHECKED OASIS FOUND SM
SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....
7471 420  WF4 7000F ELECTRONIC TRANSMISSION DIAGNOSIS - DIAG
NOSIS (7000) - L

```

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

7471 420 [REDACTED] PTS\$ 0.00 LBR\$ 84.45 MSC\$ 0.00
 PCM REPROGRAMMING - TEST - L
 PTS\$ 0.00 LBR\$ 32.48 MSC\$ 0.00

Line Code: C Booker: 402 Comeback: N

Complaint: RECALL 03L12 ENG EMISSIONS LABEL

Cause: INSTALLED LABEL AS PER RECALL 03L12

SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....

7471 420 WF4 03L12B RECALL 03L12
 PTS\$ 0.00 LBR\$ 12.99 MSC\$ 0.00

--- 2 of 4 - Dealer -----

RD No: 101750 Opened: 01DEC03 Closed: 04DEC03 Mileage: 21892

Line Code: A Booker: 402 Comeback: N

Complaint: RECALL 03B06

Cause: PERFORMED DIESEL ENGINE PERFORMANCE DIAGNOSTICS ,UNABLE TO PINPOINT CONC

SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....

7471 420 WF [REDACTED] RECALL 03B06
 PTS\$ 0.00 LBR\$ 46.47 MSC\$ 0.00

Line Code: B Booker: 402 Comeback: N

Complaint: CUST STATES WHEN TOWING FIFTH WHEEL VEH BACK BRAKE LOCK UP WHE

Cause: WPF

SA... TECH. TYPE. OPCODE..... CB-RO.. DESCRIPTION.....

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

PE04-070 0277

Story for RO# 102704, line A, Version # 1:
PERFORMED DIESEL ENGINE PERFORMANCE DIAGNOSTICS
,NO CODES UNABLE TO DUPLICATE CUSTOMERS CONCERN
,MAY NEED TO ADD FUEL STABILIZER TO FUEL,NO PRO
BLEM FOUND

Story for RO# 102704, line A, Version # 2:
PERFORMED DIESEL ENGINE PERFORMANCE DIAGNOSTICS
,NO CODES UNABLE TO DUPLICATE CUSTOMERS CONCERN
,MAY NEED TO ADD FUEL STABILIZER TO FUEL,NO PRO
BLEM FOUND,CONTACT [REDACTED]

Story for RO# 102704, line B, Version # 1:
PERFORMED ELECTRONIC TRANS DIAGNOSTICS,NO CODES
,CHECKED OASIS FOUND SSN 17437 AND REPROGRAMMED
PCM AND TCM AS PER MESSAGE

Story for RO# 102704, line C, Version # 1:
INSTALLED LABEL AS PER RECALL 03L12

Press RETURN to continue.7

Story for RD# 101750, Line A, Version # 1:

PERFORMED DIESEL ENGINE PERFORMANCE DIAGNOSTICS
,UNABLE TO PINPOINT CONCERN IS INTERMITTENT,REP
ROGRAMMED PCM TO LATEST LEVEL AS PER RECALL 03B
06

Story for RD# 101750, Line B, Version # 1:

ROAD TEST VEHICLE,UNABLE TO VERIFY CONCERN,CUS
TOMER MAY HAVE TO BRING BACK WHEN TOWING,MAY BE
RELATED TO OVERSIZED TIRES,CHECKED OASIS NO KN
OWN CONCERNS

Press RETURN to continue.?

CUSTOMER #: 11013

142034

FORD

WORKORDER

MIDWAY FORD, Inc.

P.O. Box 467

Telephone: (804) 582-3318

1-800-282-6511

HARRISBURG, WEST VIRGINIA 25526

PAGE 1

LEVIN, WY

HOME

BUS:

SERVICE ADVISOR: 6888 WILLIAM D POSTON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN O.D.	TAG
LACK	03	FORD F350 PICKUP	1FT7X31P33		9177	T2524
DEL. DATE	PROD. DATE	WARR. EXP.	THROTTLED	PD. NO.	BATE	PAYMENT
1JAN2003			** HATTER **			CASH
R.O. OPENED	READY	OPTIONS	DEAR: 01983 ENG: 6.0 Liter			
1JUL2003 15:52						

LINE OF CODE TECH TYPE DESCRIPTIONS/INSTRUCTIONS

A W94 CUSTOMER STATES THAT VEHICLE IDLES HIGH AND GETS POOR FUEL ECONOMY

*complete check ok. 5/14/03**validate has over 5.52 miles (gnd?)**See scan 7/14/04**Idle on cash is under investigation**Pinpoint test codes**P0003**P0112**P2199*

JUL 14 15:55

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles in a vehicle in care of you, theft or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle during operation on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on stated check to secure the amount of repairs shown. The dealership is not responsible for repairs from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE

AUTHORIZED BY X

REVISION ESTIMATE (1)	DATE	TIME	BY
REVISION ESTIMATE (2)			
REVISION ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISION ESTIMATES:

X

TECH COPY

PEM-078 0280

Ex. 4

MOSES FORD-BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

2001 McCORKLE AVE. S.W.
TEL. 722-4800

St. Albans, W. Va. 25177-1878

Service 722-4800

Body Shop 722-4908

9656431

101750

INVOICE

PAGE 1

ELVIEW, WV
HOME: [REDACTED]

BUS:

SERVICE ADVISOR: 7471 BILL WEAVER

17APR2003 17:00 01DEC03 21592/21592

BLACK 03 HOND F350 PICKUP 1F75X31P33E [REDACTED] 21592/21592
DEL DATE PROD DATE WARR EXP: [REDACTED] RATE PAYMENT INV: [REDACTED]

17APR2003 17:00 01DEC03 CASH 03DEC2003

H.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS: STK:T3649 DLR:019896 Eng:6.0 Liter

11:38 01DEC03 11:38 03DEC03

LINE 00000 TECH TYPE INTRD

A RECALL: 03B06

CAUSE: 03B06

WARR: WARRANTY REPAIR

420 WP4

(N/C)

PERFORMED: [REDACTED] CONCERN IS INTERMITTENT, REP PROGRAMMED PCM TO LATEST LEVEL AS PER RECALL.

DOWN HILL
CAUSE: [REDACTED]

WARR: WARRANTY REPAIR

ROAD TEST VEHICLE, UNABLE TO VERIFY CONCERN, CUS TOWER MAY HAVE TO BRING
BACK WITH [REDACTED] OWN CONCERNS

C FREE LUBE OIL AND FILTER

420ICOMP

(N/C)

15 X0*15W40*QSD MOTOR OIL, 15W40 1 QT 5F/CD SUP

(N/C)

THANK YOU FOR USING MOSES FORD-BMW. IF YOU

WE NOW SELL ALL MAJOR TIRE BRANDS. WE WILL

MEET ANY COMPETITION PRICE ON THE SAME TIRE

OR SERVICE ON YOUR NEXT OIL CHANGE IS FREE.

IMPORTANT

NOT RESPONSIBLE FOR
OR ARTICLES LEFT IN
OR ANY OTHER CAUSE.

CUSTOMER SATISFACTION SURVEY
FROM MOSES FORD-BMW CO. REGARDING
THIS SERVICE IS FOR YOUR RECORD.

(PLEASE: STRICTLY CASH OR
CREDIT CARD)

ANY WARRANTIES OR
STUFFS MUST BE
RETURNED TO THE
CONNECTION WITH THE

YOU CANNOT RETURN US
COMPLETELY SATISFIED
PLEASE CONTACT THE SERVICE DEPT
IMMEDIATELY YOUR SATISFACTION

BY THE CREDIT CARD, THE
PLEASE ON SUPPLY, INCLUDING
A PARTICULAR PURPOSE AND
NAME FOR IT ANY LIABILITY IN

I hereby authorize the use
hereby grant you and/or your
described on above, highways
express mechanic's fee in heavy

THANK YOU
722-4800

use the necessary material, and
operate you car or truck hereon
use of towing and/or impound. An
amount of repair shown.

X

AMOUNT DESCRIPTION	TOTAL
LABOR AMOUNT	0.00
PAINT AMOUNT	0.00
GAS OIL LUBE	0.00
SHOE ET ALIGN	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
DEDUCTIBLE	0.00
SALERS TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

PLEASE CALL FOR DAILY APPOINTMENTS

WARRANTY COPY

- EX.5



PO Box 930
Ann Arbor, Michigan
48106-0930

CUSTOMER
Viewpoint

January 21, 2004

[REDACTED]
Elkview, WV [REDACTED]
[REDACTED]

Dear [REDACTED]:

Moses Ford Inc appreciated the opportunity to service your 2003 Ford F-Series Super Duty on December 29, 2003.

Because we value your business, your opinions about your vehicle and the service you received on December 29th are extremely important to us.

Please take a few moments to complete this survey.

The information you provide will be used by Ford Motor Company and Moses Ford Inc to continuously improve our products and services.

We hope you will continue to turn to Moses Ford Inc for all of your automotive needs. If you have any concerns, please contact your dealer. If you require further assistance, call our Customer Relationship Center at 1-800-392-3573.

Thank you in advance for your time in completing this survey. For your convenience, a postage-paid reply envelope has been provided.

Sincerely,

Ann O'Neill
Executive Director - North America
Ford Customer Service Division
Ford Motor Company

P.S.

- ☐ Mark here if you no longer own this 2003 Ford F-Series Super Duty and please return this uncompleted survey in the enclosed postage-paid envelope.

Service Survey

Your Satisfaction

Please use a Blue or Black pen. Correct marking

- 1 This survey should be completed by the person most familiar with this service experience on December 29, 2003.

Is the person completing the survey the same person indicated on the front of this survey?

YES

NO

- 2 How satisfied are you with . . .

- a. Your overall ownership experience
b. The overall quality of your vehicle
c. The reliability of your vehicle
d. Your overall service experience on December 29, 2003, at Moses Ford Inc
e. The comfort and friendliness of the dealership service department

COMPLETELY
SATISFIED

VERY
SATISFIED

FAIRLY WELL
SATISFIED

NOT
SATISFIED

VERY
DISSATISFIED

Your Service Experience

Please tell us more about your service experience on December 29, 2003.

How would you rate Moses Ford Inc in terms of . . .

- 3 Convenience of appointment

- a. Ease of scheduling your service appointment
b. Getting your service appointment on a day and time that was convenient for you

EXCELLENT

VERY
GOOD

GOOD

FAIR

POOR

- 4 Your service advisor

- a. Promptly acknowledging you when you arrived for service, if applicable
b. Starting your service write-up within a reasonable amount of time, if applicable
c. Service advisor's understanding of your service needs
d. Providing you with an accurate estimate of when service would be completed
e. Service advisor's honesty and sincerity

- 5 Facing it right the first time

- a. Quality of service performed

- 6 Timely service

- a. Notifying you of any changes in service or maintenance needs, if applicable
b. Notifying you of any changes in when your vehicle would be ready, if applicable
c. Having your vehicle ready when promised
d. Length of time to complete the service
e. Ability to pick up your vehicle at a convenient time
f. Keeping your vehicle clean during service

- 7 Explanation of service and charges

- a. Explanation of the service performed and any charges
b. Advising you of any future vehicle maintenance needs

- 8 Follow-up after service

- a. Timeliness of follow-up call from the dealership, if received
b. Helpfulness of the dealership regarding the follow-up call, if applicable

- 9 Questions, concerns or commitments made during or after the service appointment

- a. Answering your questions or resolving your concerns the first time you asked
b. Providing you clear and helpful responses to your questions or concerns
c. Follow through on commitments made to help you

Your Service Experience (continued)

10 Moses Ford Inc handling of your concerns:

- a. Did you have any concerns during your service experience or after picking up your vehicle? ☒ YES ☐ NO
 IF "NO" PLEASE SKIP TO QUESTION 11
- b. Did you let Moses Ford Inc know about your concern(s)? ☒ YES ☐ NO
- c. Has your concern(s) been resolved to your satisfaction? ☐ YES ☒ NO

Tell Us More About Your Service Experience

11 Within how many days of when you requested were you able to schedule your service appointment?

- ☐ Same day ☐ 2 days ☐ More than 7 days
☒ 1 day ☒ 3-7 days

12 Was your vehicle fixed right the first time?

☒ YES ☐ NO

13 Did your dealership follow up with you after your service visit to ensure your satisfaction?

☒ YES ☐ NO

14 How would you rate the ability of Moses Ford Inc in assisting you with your alternative transportation needs (shuttle, rental car, etc.), if requested?

☐ EXCELLENT ☐ VERY GOOD ☐ GOOD ☒ FAIR ☐ POOR

15 Thinking about any vehicle maintenance work (oil change, tire rotation, etc.) you had done at this dealership...

- a. How satisfied are you with the length of time it takes to complete maintenance work at this dealership? ☐ COMPLETELY SATISFIED ☐ VERY SATISFIED ☐ FAIRLY WELL SATISFIED ☒ SOMEWHAT SATISFIED ☐ VERY DISSATISFIED
- b. How would you rate the competitiveness of charges for maintenance work at this dealership? ☐ EXCELLENT ☐ VERY GOOD ☐ GOOD ☒ FAIR ☐ POOR
- c. If you do not come to this dealership for maintenance work, why not? ☐ PRICE ☐ HOUR OF OPERATION ☐ LOCATION ☐ TIME TO COMPLETION ☒ OTHER

Recommendations

16 Based on your experience at Moses Ford Inc, would you ...

- a. Recommend this dealership as a place to have a vehicle serviced? ☐ DEFINITELY WOULD ☐ PROBABLY WOULD ☐ MIGHT WOULD ☐ PROBABLY WOULD NOT ☒ DEFINITELY WOULD NOT
- b. Recommend this dealership as a place to purchase or lease a new vehicle? ☐ DEFINITELY WOULD ☐ PROBABLY WOULD ☐ MIGHT WOULD ☐ PROBABLY WOULD NOT ☒ DEFINITELY WOULD NOT
- c. Recommend a Ford Motor Company product (Ford, Mercury, Lincoln)? ☐ DEFINITELY WOULD ☒ PROBABLY WOULD ☐ MIGHT WOULD ☐ PROBABLY WOULD NOT ☐ DEFINITELY WOULD NOT

PLEASE GO TO NEXT PAGE →

Tell Us About Yourself

17 Your gender:

☐ Female ☒ Male

18 Your age:

☐ Under 25 ☐ 20-24 ☐ 25-29 ☐ 30-34 ☐ 35-39 ☐ 40-44 ☐ 45-49 ☐ 50-54 ☐ 55-59 ☐ 60-64 ☐ 65 or over

19 Your ethnic background: (Mark all that apply)

☒ White/Caucasian ☐ Black/African American ☐ Other
☐ Asian/Pacific Islander ☐ Hispanic/Latino ☐ Prefer not to answer

20 Your education: (Mark highest level completed)

☐ Some high school or less ☒ High school graduate ☒ Technical/trade school graduate ☐ Some college ☐ College graduate ☐ Post-college graduate

Comments (PLEASE PRINT)

Please see enclosed letter ...

☐ Please mark here if you do not want your responses shared with your dealer.

Help Us Update Our Records

Elkhart, WV

Vehicle: 2003 Ford F-Series Super
Qty
VIN: 1FT8P3C1P33E

Changes:

Name (Title: Mr./Ms./Mx.) First/Middle/Last
Address
City State ZIP
Phone
E-mail
(Please Print)

Monroe Ford Inc.
2001 Monroeville Av SW
St Albans, WV 25177
(304) 722-4800

Thank you. Please return in the postage-paid envelope provided.

Page 1 of 2 -

I have purchased three new super duty trucks in four years, from Moses Ford, over a hundred thousand dollars spent.

I had good luck with the 2000, and 2002 models. However my 2003 F 350, 6.0, auto transmission has given me a lot of trouble.

I have taken it to Moses Service Dept. three times for engine running rough, sputtering, and quitting at stops. They couldn't fix it, but whatever they did cut my fuel mileage in half. Three visits for the same problem, but each was listed as a different problem. Also on the second and third visit, in addition to the engine problems, the transmission was down shifting so hard in tow mode that it was sliding the rear tires. I was told that I was using the wrong fuel, my truck is diesel! They said my transmission trouble was a brake problem.

With my job I have to travel a lot, I was sent to Delaware to work. The truck failed to start, I called Moses Service Dept. for advice. The service manager said he couldn't help me, and hung up on me!.

I took my truck to Hertrich Ford Dealership here in Milford, Delaware, to see

page 2 of 2

if they could help me.

Mike in their Service department was very helpful and seemed to know what he was doing. They found one battery not grounded, vacuum lines burned into, and the starter was bad. After those were fixed Mike went with me on a test drive to check it out.

The Service department at Moses Ford is in bad need of training and a lesson in manners wouldn't hurt!

However, I must say the sales dept. was better. Jeff Lackey was very courteous and helpful. But I would not deal with Moses Ford, GMC again.

I'm still having problems with the truck. I am very disappointed and disheartened.

927575

HERTRICH'S LTD.

475 N.
WILFORD

302-422-8071

HERTRICH

1000 Highway 21
Covington, LA 70042
Phone 504-835-0000

A member of the HERTRICH Family of Automobile Dealerships

www.hertrich.com



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Covington, LA 70042
Phone 504-835-0000

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Covington, LA 70042
Phone 504-835-0000

HERTRICH

1000 Highway 21
Covington, LA 70042
Phone 504-835-0000

Frederick

1000 Highway 21
Covington, LA 70042
Phone 504-835-0000

**HERTRICH'S
of BILFORD, LTD**

1000 Highway 21
Covington, LA 70042
Phone 504-835-0000



1000 Highway 21
Covington, LA 70042
Phone 504-835-0000



31982		MICHAEL MULLIS		27161	4037	01/21/04	FILE 576466
		00.00		24004			
		03/FORD TRUCK/F350/2 DOOR SUPER					
ELVIZ, W		01/20/04					
		R01 24073					
LABOR & PARTS JN 1 40F0Z							
END MECHANICAL WORK TECH(S):14 CUSTOMER STATES VEHICLE HAS POOR FUEL ECONOMY, ROUGH IDLE, HARD STARTING, TRANSMISSION SHIFTS HARD, AT TIMES STALLS. CUSTOMER IS FROM OUT OF TOWN AND HAS WORK PERFORMED RECENTLY AT ANOTHER FORD DEALER. SEE ENCLOSED REPAIR ORDER. PERFORMED WDO, RECEIVED SYSTEM PASS. CODES P2249, P2414. CRK CUT OPEN, RAN WDO INJECTOR BUZZ TEST. PASS. INSPECTED BATTERY CABLE FOR BONDING, CRANKER BLOWN. FOUND ONLY RH BATTERY GROUNDING TO ENGINE BLOCK. LOOSE. LH BATTERY GROUNDING TO FRAME RAIL. TIGHTEN BATTERY CABLE AT BONDING.							
PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE		
JOB # 1	1	2C32-11002-ARM	STARTER MOTOR				
JOB # 1	1	2C32-11002-ARM	CORE RETURN				
JOB # 1	0	DSP	7764 VAC NOSE				
				JOB # 1 TOTAL PARTS		0.00	
				JOB # 1 TOTAL LABOR & PARTS		0.00	
JN 2+40F0Z-1							
END MECHANICAL WORK TECH(S):14 CRANKS BLOW AND AT TIMES NOT AT ALL. VERIFIED CONCERN. FOUND BURNT TERMINAL AT STARTER. REMOVED AND REPLACED STARTER.							
PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE		
				JOB # 2 TOTAL PARTS		0.00	
				JOB # 2 TOTAL LABOR & PARTS		0.00	
JN 3+20F0Z							
HEATING AND AIR WORK TECH(S):14 CUSTOMER STATES HEATER AC CONTROL IMP. VERIFIED CONCERN. FOUND BURNT VACUUM LINES. REMOVED AND REPAIRED VACUUM LINES FROM STOCK.							
PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE		
				JOB # 3 TOTAL PARTS		0.00	
				JOB # 3 TOTAL LABOR & PARTS		0.00	
ESTIMATE CUSTOMER HERBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF 40.00 (+TAX). COMMENTS: NITE DROP.							
PERSONAL SERVICE PLEDGE We have made a commitment to Quality Customer Service. We pledge to do our best to ensure your satisfaction with your vehicle, from pre-delivery through warranty and retail service. If you should experience difficulty with your vehicle, please let us know. We'll correct it to the best of our ability. If you are not completely satisfied, please call our Service Manager.							

927576

HERTRICH'S OF MILFORD, LTD.
895 W. DUPONT BLVD.
MILFORD, DE 19963
302-422-8071

HERTRICH
of MILFORD, LTD.
2000 N. DuPont Hwy.
MILFORD, DE 19963
Phone (302) 422-8071

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SALES 31982	CUSTOMER MICHAEL MULLIS - 27168		DATE 01/21/04	SALES 4057	SALES 01/21/04
	FINANCE 64.00	SALES 24000	DATE 01/21/04	SALES 4057	SALES 01/21/04
	VEHICLE 03/FORD TRUCK/F350/2 DOOR SUPER		DATE 01/21/04	SALES 4057	SALES 01/21/04
	COLOR 154 YR X 1 2 3 E		DATE 01/21/04	SALES 4057	SALES 01/21/04
ELVIEW, W	FINANCE 64.00		DATE 01/21/04	SALES 4057	SALES 01/21/04
	FINANCE 64.00		DATE 01/21/04	SALES 4057	SALES 01/21/04

TOTALS

YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER. IF FOR ANY REASON YOU CANNOT RESPOND "COMPLETELY SATISFIED" PLEASE CONTACT OUR SERVICE MANAGER, MIKE MULLIS AT 302-422-8071. WE THANK YOU FOR THE OPPORTUNITY TO SERVE YOU.

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SMILEY....	0.00
TOTAL G.D.G....	0.00
TOTAL MISC CHG....	0.00
TOTAL MISC DTSC....	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

CUSTOMER SIGNATURE

PERSONAL SERVICE PLEDGE

We have made a commitment to Quality Customer Service. We pledge to do our best to ensure your satisfaction with your vehicle, from pre-delivery through warranty and retail service. If you should experience difficulty with your vehicle, please let us know. We'll correct it to the best of our ability. If you are not completely satisfied, please call our Service Manager.

CUSTOMER #: 9656431

166092

WORKORDER

PAGE 1

We Want to
Make You Happy

TURNPIKE



RL 119 (McCabe Ave.) Between Kanawha City & Market

P.O. DRAWER 48
HARMET, WEST VIRGINIA 25965
(800) 525-0431LKVVIEW NV
KME

BUS:

SERVICE ADVISOR: 7467 MICHAEL JUSTICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	RELEASE IN/OUT	TAG
BLACK	2003	FORD F 350	1F7SK11P11E		2716927169	1795
DEL DATE	PROD DATE	WARR. EXPI.	PROVISED	PO NO.	RATE	PAYMENT
11JAN2003			17:00 17FEB04		65.00	CASH
R.O. OPENED	READY	OPTIONS				
17FEB2004 10:27		6.0				

VEHICLE SERVICE HISTORY

CLSD DTE

R/S S/A MILEAGE OP CODE TECH TYPE DESCRIPTION

LINE OF CODE PLAT TECH TYPE DESCRIPTIONS/INSTRUCTIONS

A D13

WAR ROUGH IDLE

B D21

C/S THAT THE VEH STALLED TWICE ON THE INTERSTATE WHILE HAULING TRAILOR

C P09

WAR C/S THAT THE TRANS IS SHIFTING OUT FROM REVERSE TO DRIVE

D E29

WAR C/S THAT THE VEH IS ONLY GETTING LIKE 300 MILES TO TANK OF FUEL--WAS GETTING CLOSE TO 600

denied tank at interstate rest 83.00
 Denial fuel + water separator water + being found in 4.0
 Fuel needs tank taken off sent off to be cleaned
 Flush lines & replace filters.

3C32-9N184-CA
F.D. 3604

89.22

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary related and upon that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any 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 herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair charges. The dealer/ship is not responsible for damages from handling due to lack of skill.

AUTHORIZED BY

REVERSED
ESTIMATE (1)

DATE

TIME

BY

REVERSED
ESTIMATE (2)REVERSED
ESTIMATE (3)

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVERSED ESTIMATES:

X

TECHNICIAN COPY

PE84-876 0230

- Ex-8

WDS test

KUEO

KOEC

Injector Electrical test

Intake restriction test

EGK position

Exhaust Restriction

Electric Fuel pump test

30

Fuel quantity test

KOER

Low idle stability

Pressure Reg test

Boost/pressure test

Crankcase Pressure test

Oil Aeration test

Road test &

monitor on vehicle Road test

NPF

MOSES FORD-BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900

Body Shop 722-4906

9656431

107121

INVOICE

DUPLICATE 1

PAGE 1

ELVIEW, WV

HOME:

BOS:

SERVICE ADVISOR: 7471 BILL WEAVER

BLACK	03	FORD F350 PICKUP	1FTSX31P33E	32493/32493
17APR2003		17:00 14APR04		CASH 14APR2004
OPTIONS: STR:T3649 DLR:019896 ENG:6.0 Liter				

12:10 09APR04	11:59 14APR04			
LINE	OPCODE	TECH	TYPE	HOURS
CAUSE: T				

WARR	WARRANTY	REPAIR		
420	WF4			(N/C)
14032	60646	BA	ENG	CHG

PERFORMED DIESEL ENGINE PERFORMANCE DIAGNOSTICS ,CODES
P0102,P0401,P2644,PINPOINT TEST,FOUND LEAK AT INNER COOLER TUBE
SIDE,REPLACED TUBE AS PER SSM 17288 AND RETEST,ALSO CHECK MGP FOR
OVERBOOST CONDITION MAY BOOST AT 21 PSI,ALL OK AFTER ROAD TEST

B CHECK FOR EXHAUST LEAK,POSSIBLY FROM INNER COOLERS
00 NO CHARGE

C AUTO TRANS SLIPS,ONLY PULLS IN 3RD GEAR
CAUSE: IN

WARR WARRANTY REPAIR
420 WF4 (N/C)

PERFORMED ELECTRONIC TRANS DIAGNOSTICS,NO CODES ,ROAD TEST TRANS
SHIPPING FOR PARTS

THANK YOU FOR BEING MOSES FORD-BMW. IF YOU
ARE NOT COMPLETELY SATISFIED LET US KNOW.
WE NOW SELL ALL MAJOR BRANDS. WE WILL
MEET ANY COMPETITORS PRICE ON THE SAME TIRE
OR SERVICE OR YOUR NEXT VISIT CHANGE IS FREE.

IMPORTANT

NOT RESPONSIBLE FOR DAMAGE TO VEHICLE OR PERSONS OR PROPERTY OF ANY KIND. THIS WARRANTY IS VOID IF THE VEHICLE IS USED FOR RACE OR OTHER ILLEGAL PURPOSES. THIS WARRANTY IS VOID IF THE VEHICLE IS USED FOR OFF-ROAD OR OTHER ILLEGAL PURPOSES. THIS WARRANTY IS VOID IF THE VEHICLE IS USED FOR OFF-ROAD OR OTHER ILLEGAL PURPOSES.

ANY WARRANTY ON THE ENGINE OR TRANSMISSION IS VOID IF THE VEHICLE IS USED FOR RACE OR OTHER ILLEGAL PURPOSES. THIS WARRANTY IS VOID IF THE VEHICLE IS USED FOR OFF-ROAD OR OTHER ILLEGAL PURPOSES. THIS WARRANTY IS VOID IF THE VEHICLE IS USED FOR OFF-ROAD OR OTHER ILLEGAL PURPOSES.

I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereon.

X

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SMILET AMOUNT	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
DEDUCTIBLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

PLEASE CALL FOR DAILY APPOINTMENTS

WARRANTY COPY

Ex 9

Dear Customer,

Thank you for having your vehicle serviced here at Moses Ford. We take great pride in providing the best service available. In three weeks you may receive a written survey from Ford. If for any reason you cannot grade us

Completely Satisfied

please let us know. Anything less and we have failed in our eyes. Also please return it as well. Seventy-five percent of our surveys go un-returned. It is accompanied by a self-addressed stamped envelope and it's the only feedback we have to improve our service to you. I rely on it, and your service advisor relies on it as well. If you can't grade us **Completely Satisfied** let us know what we can do to make you feel that way!

Thank you,

Rod Michallas, Parts and Service Director

9656431

108665

MOSES FORD-BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

PAGE 1

Service 722-4900

Body Shop 722-4906

ELVIEW

NAME:

BUS:

SERVICE ADVISOR: 7471 BILL WEAVER

COLOR	YEAR	MAKE/MODEL	VIN	LICENS	MILEAGE IN/OUT	TAG
BLACK	03	FORD F350 PICKUP	1FTSX31P33E		35660/35660	
REDATE	PROP. DATE	WARR. EXP.	INVOICE	DATE	PAID	DATE
17APR2003			17:00 01JUN04		CASH	11JUN2004
HOLD/OPENED: READY: OPTIONS: STK:T3649 DLR:019896 ENG:6.0 Liter						

15:30 14MAY04 17:45 11JUN04

LINE OPCODE TECH TYPE HOURS

LIST

NET

TOTAL

STALLING ON TAKE OFF FROM A STOP HOT OR COLD AT TIMES

CAUSE: B

WARR. WARRANTY REPAIR

420 WF4

(N/C)

35660 AIR FILTER BOX PERFORMED DIESEL ENGINE PERFORMANCE DIAGNOSTICS
 KOEO KOER CMPTC AND INJECTOR ELECTRICAL TESTS ALL PASS PERFORMED BOOST
 PERFORMANCE TEST WITH N SPECS BUT ON THE LOW SIDE OF NORMAL CHECK AIR
 INTAKE SYSTEM FOUND LEAK AROUND AIR FILTER BOX SECURED INTAKE COLD SIDE
 TO AIR FILTER HOUSING AND RETEST BOOST PRESSURE OK

3 CHECK FOR ENG OIL LEAK WHERE TRANS AND ENG BOLTS TOGETHER

CAUSE: L

WARR. WARRANTY REPAIR

420 WF4

(N/C)

1 EC3Z*6701*AA SE CRKSH RT OIL

(N/C)

1 F6T2*7A191*A GASKET-TRANS OIL PAN

(N/C)

10 XT*6*08P FLU TRANS OIL

(N/C)

35660 REAR CRANKSHAFT SEAL BLACK LIGHT CHECK OIL COMING AROUND REAR
 MAIN OIL SEAL AREA REMOVED TRANS AND REPLACED REAR OIL SEAL
 REINSTALLED TRANS AND RECHECK ALL OK

3 CHECK FOR AUTO TRANS LEAK AT BACKSIDE OF PAN

WARR. WARRANTY REPAIR

420 WF4

(N/C)

35660 TRANS PAN GASKET CHECK FOR TRANS LEAK FOUND LEAK AT REAR O
 PAN REMOVED PAN AND REPLACED GASKET RECHECK FOUR LEAKS ALL OK

3 AUTO TRANS SLIPPING WHEN IN TOW MODE

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

TERMS: STRICTLY CASH OR
 CREDIT CARD. 

QUALITY CARE
 It may be your car,
 but it's still our baby.

 ONLY TO GARAGES FROM
 DOWNTOWN
 DOWNTOWN
 FROM SERVICE DRIVE

MONDAY
 THRU
 FRIDAY
 7:30 - 5:30

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	
CUSTOMER SIGNATURE	
X	

ANY WARRANTIES ON THE ITEMS/ITEMS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE
 SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING
 ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND
 NOTHER ASSUMES NOT AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN
 CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.

I hereby authorize the above repair work to be done along with the necessary materials, and
 hereby grant you and/or your employees permission to operate the car or truck herein
 described on streets, highways or elsewhere for purpose of testing and/or inspection. An
 express mechanic's lien is hereby acknowledged on above car or truck to secure the
 amount of repairs thereto.

X

PLEASE CALL FOR DAILY APPOINTMENTS

CUSTOMER COPY

EX-10

9656431

108665

MOSES FORD-BMW
A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900

Body Shop 722-4908

PAGE 2

LVIEW: [REDACTED]

ONE: [REDACTED] BUS:

SERVICE ADVISOR:

7471 BILL WEAVER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLACK	03	FORD F350 PICKUP	1FTSY31P33E	[REDACTED]	35660/35660	[REDACTED]
IN DATE	OUT DATE	WARRANTY	FROM	TO	DATE	TIME
7APR2003			17:00	01JUN04		
PAID	SPEND	READY	OPTIONS	STK	DLR	ENG
				T3649	019896	6.0 Liter

5:30 14MAY04 17:45 11JUN04

LINE OPCODE TECH TYPE HOURS

ANSK [REDACTED]

WARR WARRANTY REPAIR

420 WFT4

(N/C)

5660 NPF PERFORMED ELECTRICAL TRANS DIAGNOSTICS NO CODES IN SYSTEM
 HIFT POINTS OK UNABLE TO VERIFY FUEL CONCERN IF HAPPENS WITH
 TRAILER ON TRUCK CUSTOMER MAY HAVE TO BRING TRAILER IN FOR FURTHER
 DIAGNOSTICS

DIESEL FUEL IN CRANKCASE

CAUSE: N

WARR WARRANTY REPAIR

420 WFT4

(N/C)

5660 NPF NORMAL CONDITION TO BE ABLE TO SMELL FUEL IN OIL NO FUEL
 INJECTOR LEAKAGE FOUND CONCERN IS NORMAL

THANK YOU FOR USING MOSES FORD-BMW. IF YOU
 ARE NOT COMPLETELY SATISFIED, LET US KNOW.
 WE NOW SELL ALL MAJOR TIRE BRANDS. WE WILL
 MEET ANY COMPETITOR'S PRICE IN OUR SAME TIRE
 OR SERVICE OR YOUR NEXT OIL CHANGE IS FREE.

PE84-878 8285

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

TERMS: STRICTLY CASH OR
 CREDIT CARD.

QUALITY CARE
 It says in your car,
 but it's not our baby.

ONLY 10 MINUTES
 FROM
 800-450-0000
 will service you!

MONDAY
 THRU
 FRIDAY
 7:30 - 5:30

ANY WARRANTY ON THE ITEMS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE
 SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING
 ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND
 NEITHER ASSURES NOR AUTHORIZES ANY OTHER PERSON TO ASSURE FOR IT ANY LIABILITY IN
 CONNECTION WITH THE SALE OF THIS ITEM.

I hereby authorize the above repair work to be done along with the necessary material, and
 hereby grant you and/or your employees permission to spend the car or truck back
 described on streets, highways or elsewhere for purpose of testing and/or inspection. An
 express mechanic's lien is hereby acknowledged on above car or truck to secure the
 amount of repairs thereto.

DESCRIPTION	TOTAL
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
BULLET AMOUNT	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
DEDUCTIBLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00
CUSTOMER SIGNATURE	

X

PLEASE CALL FOR DAILY APPOINTMENTS

CUSTOMER COPY

THOMAS F. BASILE

ATTORNEY-AT-LAW
5400 VIRGINIA AVE, SE
CHARLESTON, WV 25304-2241
P.O. Box 11533 (P.O. Zip 25339)

Phone - 304-525-4490
Fax - 304-825-7472
Mobile Phone - 304-510-5764
E-mail: thomas.f.basile@verizon.net

March 30, 2004

Claims Representative
Ford Motor Company
Customer Relations Center
16800 Executive Plaza Dr.
P.O. Box 6248
Dearborn, MI 48121

Re: [REDACTED]
2003 Ford F350 Super Pickup (Diesel)
VIN: #1FTSX31P33E [REDACTED]

Dear Sir or Madam:

Please be advised that I represent [REDACTED] with respect to his claim to revoke acceptance of his purchase of a 2003 Ford F350 Super Pickup (Diesel), VIN: #1FTSX31P33E [REDACTED] purchased his Ford F350 on April 17, 2003, from Moses Ford, Inc., an authorized Ford dealership located in Saint Albans, West Virginia.

Regrettably, [REDACTED] has experienced repeated difficulties with this vehicle and fears for his safety from its continued use. Were it not for his job duties, which require him to travel extensively, he would discontinue driving the vehicle altogether. While he has brought the vehicle to multiple Ford dealerships, again due to his extensive travels, none of the Ford dealerships have been able to correct the problems.

Enclosed for your review of this matter are the following:

1. Purchase Order of 4/17/2003 from Moses Ford, Inc.;
2. Federal Credit Union loan agreement of 4/17/2003 for \$37,896.45;
3. Midway Ford service record dated "4JUL2003 15:52";
4. Moses Ford-BMW service record dated "13:38 01DEC03";
5. Five-page service record print out from Moses Ford, showing service activity on 29DEC03, 01DEC03, 14JUL03 and 19FEB03;
6. One-page Service Bulletin provided to [REDACTED] by one of the Ford Dealerships which describes some of the problems [REDACTED] has been having with his vehicle, such as reduced power and horribly poor fuel economy;

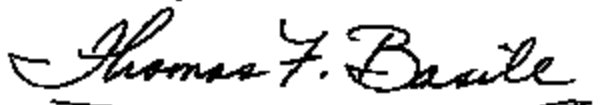
7. Service record of visit to Hertrich's of Milford, LTD, in Milford, Delaware, dated 01/21/04;
8. Service record of visit to Tumpike Ford on *17FEB2004 10:27*;
9. Note of newest problem regarding an engine leak and failure of turbo to engage on 2/29/04;
10. [REDACTED] completed Service Survey regarding service provided on December 28, 2003, by Moses Ford, and a two-page, hand printed letter he sent to Ford along with the completed survey, documenting and putting Ford on notice of the problems to date with his 2003 Ford F350, his frustration with the inability of any Ford dealer to fix the problems and the rude treatment he received by some at Moses Ford.

Having not received any response from Ford to his previous two-page letter/complaint, [REDACTED] engaged me to pursue this matter for him.

It is my hope that we can resolve this matter promptly, inasmuch as this vehicle has been a constant headache and source of frustration, anxiety and annoyance to [REDACTED] from almost the beginning of his ownership of the vehicle, not to mention the safety concerns, which include stalling while [REDACTED] is driving!! I would think that a vehicle priced at over \$37,000 would perform admirably for a long, long time before it would have serious mechanical problems of the type that [REDACTED] has had with his Ford F350.

Please respond promptly so that we can address this issue in a fashion that is fair and reasonable to one who has spent so much money to become a Ford customer.

Sincerely,


Thomas F. Basile

cc: [REDACTED] (w/enclosures)

Fed Express **USA Airbill** **844373207417**

1 **From:** **Thomas F. Basile** **304-925-4490**
DATE: **3/30/2004** **Sender's FedEx Account Number:** **2671-9200-6**
To: **Thomas F. Basile, Esq.**
Address: **5400 Virginia Ave., SE**
City: **Charleston** **State:** **WV** **Zip:** **25304-2241**

2 **Your Internal Billing Reference**

3 **To:** **Customer Relationship Center 800-332-3673**
Company: **Ford Motor Company**
Address: **16800 Executive Plaza Drive**
City: **Dearborn** **State:** **MI** **Zip:** **48121**

By using this bill you agree to the terms and conditions on the back of this bill and to our current Service Guide, including those that may be in effect.

Questions? Visit our Web site at fedex.com or call 1.800.Go.FedEx.® 800.461.3333.

0200

4a **Express Package Service**

☐ FedEx Priority Overnight ☒ FedEx Standard Overnight ☐ FedEx First Overnight

☐ FedEx 2Day ☐ FedEx Express Saver

4b **Express Freight Service**

☐ FedEx 1Day Freight ☐ FedEx 2Day Freight ☐ FedEx 3Day Freight

5 **Packaging**

☒ FedEx Envelopes ☐ FedEx Pak ☐ Other

6 **Special Handling**

☐ Fragile ☐ High Value ☐ Restricted ☐ Signature Required

7 **Payment Method**
☒ Remit ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages: **1** **Total Weight:** **6.00** **Total Declared Value:** **0.00**

8 **Notes/Signatures**

446

FEDEX-070 0200



SENT VIA FAX

May 3, 2004

Mr. Thomas F. Basile
3400 Virginia Ave., SE
Charleston, WV 25304
P.O. Box 11558 (P.O. Zip: 25399)

RE: [REDACTED] 2003 Ford F-Series Super Duty - 1FT8X31P33E [REDACTED]

Dear Mr. Basile:

The circumstances involving your client's vehicle have been reviewed. In the interest of customer satisfaction, we are willing to assist with a goodwill replacement of the vehicle.

Vehicle Replacement Offer

Your client will be responsible for:

- ♦ Any evident missing equipment, abnormal wear or collision damage (including broken glass).
- ♦ The vehicle must be returned in good condition.
- ♦ Cooperation with the dealer for delivery of the lien-free title to Ford with no tax or license obligations.
- ♦ Submitting receipts for any non-transferable or after-market items that have been added to the vehicle.
- ♦ The difference between the Manufacturer's Suggested Retail Price (MSRP) of the current vehicle and the MSRP of the new vehicle. The new vehicle must be of equal or greater value.
- ♦ Signing the odometer disclosure, release form and power of attorney statements (this is a necessary document that allows Ford to obtain the title from the state once the transaction is complete).
- ♦ Usage fee in accordance with the West Virginia Lemon Law formula.

Please Note: Your client is not eligible for any factory rebates that are in effect at the time of replacement.

Ford Motor Company and your dealer are not responsible for changes in your monthly payments as a result of this transaction.

Your acceptance of this offer does not guarantee your lender will provide credit. Your dealership personnel will try to assist you in this matter.

Ford will provide:

- ♦ Transfer of or a credit for any unrecoverable options that your client purchased on the vehicle being replaced that were not part of the original equipment. For example: rust-proofing, running boards, etc.

To formally accept this offer, please provide written verification by way of fax at (313) 845-6002 within ten (10) business days of receipt of this letter. In order to accelerate this process, please fax a copy of the buyer's order (sales contract), the finance contract and a recent state registration. If you have questions regarding this issue, please contact me at (313) 845-4637.

"I authorize _____ to release the payment history and loan balance for my 2003 Ford F-Series to Ford Motor Company in order to process said replacement transaction".

(P) _____ Acct# _____

Lending Institution's Phone# _____ Last four digits of SS# _____

Respectfully yours,



Rochelle Graham
Consumer Affairs

9656431

110350

MOSES FORD-BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Page 1

Service 722-4900

Body Shop 722-4808

SERVICE ADVISOR: 7471 BILL WEAVER

ELVIEW, WV

HOME BUS:

COLOR	YEAR	MAKE	MODEL	VIN	LICENSE	RELEASE NO	TAX
BLACK	03	FORD	F350 PICKUP	1FTSX31P33E		37887/37887	
DE DATE	FROM	TO	WARRANTY	DATE	TIME	AMOUNT	DATE
17APR2003				17:00	29JUN04	CASH	29JUN2004
OPTIONS: STK: T3649 DLR: 019896 ENG: 6.0 Liter							
09:26	25JUN04	15:46	29JUN04				

LINE OPCODE TECH TYPE HOURS TEST RUN TOTAL

A CUSTOMER STATES VEHICLE HAS NO POWER WHEN ENGINE/TRANS IS COOL MORNING

WHEN BACKING UP MUST RESTART TO GET IT TO MOVE/PULL

CAUSE: N

00 NO CHARGE

7420 0.00 0.00

ROAD TEST VEHICLE TWO TIME, MONITORED PDS ALL O K, NORMAL

CHARACTERISTICS WHEN VEHICLE COOL

THANK YOU FOR USING MOSES FORD-BMW. IF YOU

ARE NOT COMPLETELY SATISFIED LET US KNOW.

WE KNOW SELL ALL MAJOR TIRE BRANDS. WE WILL

MEET ANY COMPETITORS PRICE ON THE SAME TIRE

OR SERVICE ON YOUR NEXT OIL CHANGE IS FREE.

FEB-078 001

NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS
OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT
OR ANY OTHER CAUSE BEYOND OUR CONTROL.TERMS: STRICTLY CASH OR
CREDIT CARD.QUALITY CARE
It may be your car,
but it's not our baby.ONLY
10 MINUTES
FROM
DEPARTURE
CHALLENGE
FREE SERVICE BUILTMONDAY
THRU
FRIDAY
7:20 - 6:30ANY WARRANTY ON THE ITEMS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE
SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING
ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND
NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN
CONNECTION WITH THE SALE OF THIS ITEM/ITEMS.I hereby authorize the above repair work to be done along with the necessary material, and
herby grant you and/or your employees permission to operate the car or truck herein
described on streets, highways or elsewhere for purpose of testing and/or inspection. An
express mechanic's lien is hereby acknowledged on above car or truck to secure the
amount of repairs thereon.

X

DESCRIPTION	TOTAL
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SHOULDER AMOUNT	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
DEDUCTIBLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00
CUSTOMER SIGNATURE	EX.13

PLEASE CALL FOR RATES AND FEES

CUSTOMER COPY

Lienholder Information Request Form

Customer Name: [REDACTED]

Social Security No: [REDACTED]

DOB [REDACTED]

VIN: 1FT5X31P33E [REDACTED]

FORD

YRMAKE 2003 F350

Lending Institution Information:

Account #: [REDACTED] Loan No. 4

Institution Name: Member's First Federal Credit Union

Institution Address: 1401 West DuPont Ave.

City: Belle State WV Zip Code: 25015

Contact Person: ? Amy E. Rhodes

Telephone #: 304-949-1779

Payoff:

\$ 31,784.10

Good Until:

4-22-04

NEXT DATE DUE

4-15-04

Per Diem:

\$ 6.05

(OR) %

LATE CHARGES PAID: \$ 0

LATE CHARGES DUE: \$ 0

No. Payments Made:

11

at \$ 748.52 / month

Total payments made:

\$ 8167.72

Total Interest Paid to Date:

\$ 2223.31

as of 3-15-04

2000 \$

2001 \$

2002 \$

2003 \$

2004 \$

2005 \$

2006 \$

2007 \$

2008 \$

2009 \$

2010 \$

2011 \$

2012 \$

2013 \$

2014 \$

2015 \$

CURRENT MILEAGE OF VEHICLE: 32,493

DATE MILEAGE READ: 4/9/04

[REDACTED] hereby authorize

Member's First Credit Union to release any and all information regarding the above referenced account to my lawyer, Thomas F. Basile including but not limited to a complete payment history of my account. Dated this 9th day of

April, 20 04

witness:

Thomas F. Basile

SIGNATURE

REV March 18, 2003

PE04-070 8302

Ex. 14



RECEIVED
10-19-04

Law and Arts Center West
500 Randolph St.
Charleston, WV 25302

Post Office Box 113
Charleston, WV 25321

(304) 343-4323
(304) 344-3684 FAX
800-876-5529 Toll Free

calwellpractice.com
www.calwellpractice.com

178 Chancery Row
Morgantown, WV 26505

(304) 291-5223
(304) 291-2240 FAX
888-288-5948 Toll Free

vmtriv@westco.net

Licensed in:

District of Columbia
Kentucky
Louisiana
Massachusetts
New York
Oregon
Virginia
West Virginia

Direct Dial:

October 18, 2004

Keith A. Jones, Esq.
1998 Kelmont Lane
Charleston, WV 25301

Re: [REDACTED]
v. Ford Motor Company, et al
Civil Action No. 04-C-2032

Dear Keith:

Enclosed is a work order from 9/18 - 9/24 which I forgot to include in my demand package. Sorry for missing this one.

Very truly yours,

Thomas F. Basile
TBjs
Enclosure

PE04-872 0383

9656431

113698

MOSES FORD-BMW

INVOICE

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

2001 McCORKLE AVE. S.W.

DUPLICATE 1

TEL. 722-4900

Page 1

St. Albans, W. Va. 26177-1878

Service 722-4900 Body Shop 722-4906

ELVIEW, WV

HOME BUS:

SERVICE ADVISOR: 7471 BILL WEAVER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLACK	03	FORD F350 PICKUP	1FTSX31P33E		39191/35201		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
17APR2003			17:00 18SEP04			CASH	24SEP2004
R.O. OPENED		READY	OPTIONS:STK:T3649 DLR:019895 ENG:6.0 Liter				
10:19 18SEP04		14:04 24SEP04					

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

A CUSTOMER STATES ENGINE MAKING RATTILING NOISE AND SOUNDS LOUDER UNDER A LOAD

CAUSE: NPF

WARR WARRANTY REPAIR

420 WF4

(N/C)

....39191 NO PROBLEM FOUND CHECK FOR NOISE AT IDLE AND DURING ROAD TEST
WAS UNABLE TO VERIFY CUSTOMER CONCERN AT THIS TIME CUSTOMER LEFT TRUCK
ALL WEEK WHILE OUT OF TOWN

B CUSTOMER STATES AUTO TRANS SEEMS TO GO INTO NET FOR A SECOND WHEN
 DECEL AND THEN ACCEL BANGS INTO GEAR

CAUSE: NPF

WARR WARRANTY REPAIR

420 WF4

(N/C)

....49191 NO PROBLEM FOUND PERFORMED ELECTRONIC TRANS CONTROL
DIAGNOSTICS NO CODES IN SYSTEM ALL SHIFT SOLENOID PIDS OK ROAD TEST
UNABLE TO DUPLICATE CUSTOMER CONCERN AT THIS TIME

C CUSTOMER STATES ON COLD START TRUCK DOES NOT WANT TO MOVE FEELS LIKE
 BRAKE IS ON

WARR WARRANTY REPAIR

420 WF4

(N/C)

....49191 NO PROBLEM FOUND ROAD TEST SERMS NORMAL FOR VEHICLE CHECK
BRAKES NOT HOLDING VEHICLE WILL ROLL FREELY NORMAL CHARISTIC FOR DIESEL
ENGINE WHEN COLD NO PROBLE M FOUND AT THIS TIME

-3732

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

TERMS: STRICTLY CASH OR
 CREDIT CARD.

QUALITY CARE
 It may be your car,
 but it's still our baby.

ANY WARRANTIES ON THE ITEMS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE
 SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING
 ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND
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 hereby grant you and/or your employees permission to operate the car or truck herein
 described on streets, highways or elsewhere for purpose of testing and/or inspection. An
 express mechanic's lien is hereby acknowledged on above car or truck to secure the
 amount of repair thereto.

ONLY
 IN WRITTEN
 FROM
 DOWNTOWN
 CHARLESTON

FREE SERVICE SMILE

MONDAY
 THRU
 FRIDAY
 7:30 - 5:30

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
DEDUCTIBLE	
SALES TAX	
PLEASE PAY THIS AMOUNT	
CUSTOMER SIGNATURE	
X	

PLEASE CALL FOR DAILY APPOINTMENTS

CUSTOMER COPY

9556431

113698

MOSES FORD-BMW

A MEMBER OF THE "MOSES" AUTOMOTIVE NETWORK

INVOICE

2001 McCORKLE AVE. S.W.

TEL. 722-4900

St. Albans, W. Va. 25177-1878

Service 722-4900

Body Shop 722-4906

ELVIEW, W

HOME BUS:

SERVICE ADVISOR: 7471 BILL WEAVER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BLACK	03	FORD F350 PICKUP	1FTSX31P33E		39191/39201		
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17APR2003			17:00 18SEP04			CASH	24SEP2004
R.O. OPENED		READY	OPTIONS:STK:T3649 DLR:019896 ENG:6.0_Liter				
10:19 18SEP04		14:04 24SEP04					

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

THANK YOU FOR USING MOSES FORD-BMW. IF YOU ARE NOT COMPLETELY SATISFIED LET US KNOW. WE NOW SELL ALL MAJOR TIRE BRANDS. WE WILL MEET ANY COMPETITORS PRICE ON THE SAME TIRE OR SERVICE OR YOUR NEXT OIL CHANGE IS FREE.

PE04-078 0305

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

TERMS: STRICTLY CASH OR CREDIT CARD.



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X

QUALITY CARE
It may be your car,
but it's still our baby.



ONLY 10 MINUTES FROM DOWNTOWN CHARLESTON
FREE SERVICE BOTTLE

MONDAY
THRU
FRIDAY
7:30 - 5:30

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
BUSLET AMOUNT	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
DEDUCTIBLE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER SIGNATURE

X

CUSTOMER COPY

PLEASE CALL FOR DAILY APPOINTMENTS

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF JACKSON

[REDACTED]

Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware
Corporation and AON AUTOMOTIVE GROUP,
d/b/a BROOKLYN FORD,
a Michigan Corporation, Jointly and Severally,

Defendants.

CONSUMER LEGAL SERVICES, P.C.
STEVEN S. TOTH P-43487
MARK ROMANO P-44014
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

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

COMPLAINT AND JURY DEMAND

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

1. Plaintiff is a resident of the City of Onsted, Lenawee County, Michigan.

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

3. Defendant, Brooklyn Ford, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Brooklyn, Jackson County, Michigan.

4. On or about March 15, 2004, Plaintiff purchased a new 2004 Ford F-250 VIN 1FTNX21P048 [REDACTED] (hereinafter referred to as "2004 F-250"), from the Seller which was manufactured by the Manufacturer (see copy of the Application for Michigan Title and Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2004 Ford F-250 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranty).

6. Plaintiff has taken the 2004 Ford F-250 to the Manufacturer's authorized agents/dealers, including Seller, on at least five (5) separate occasions and the vehicle has been out of service due to repair for at least thirty-six (36) days (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2004 Ford F-250 include the following:

CONSUMER LEGAL SERVICES

<u>Date</u>	<u>Days</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
06/01/04	2	3,064	98205	<u>ELECTRICAL DEFECT:</u> Water in fuel light stays on; <u>ENGINE DEFECT:</u> while driving engine gets quiet and glow plug light comes on
06/07/04	2	3,269	98346	<u>ELECTRICAL DEFECT:</u> Water in fuel light stays on and lacks power; A/C quits while driving
06/10/04	4	3,435	98499	<u>ELECTRICAL DEFECT:</u> Water in fuel light stays on, then power comes back and lights go out
06/18/04	11	3,980	98744	<u>ENGINE DEFECT:</u> Engine cuts out and quits while driving; A/C quits working while driving
06/30/04	17	4,628	99075	<u>ENGINE DEFECT:</u> Vehicle cuts in and out while driving

Total of 36 Days Out of Service

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

CONSUMER LEGAL SERVICES

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

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

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

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

12. The 2004 Ford F-250 is a "motor vehicle" under the Lemon Law, MCLA 257.1401(d).

13. The 2004 Ford F-250 is a "new motor vehicle" under the Lemon Law, MCLA 257.1401(e).

14. The express warranty given by Manufacturer, covering the 2004 Ford F-250 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(c).

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

16. Plaintiff's 2004 Ford F-250 has been subject to a reasonable number of repair attempts for the aforementioned defects:

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

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

CONSUMER LEGAL SERVICES

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

18. Manufacturer's attempted repair was unsuccessful as the 2004 Ford F-250 continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2004 Ford F-250 to the Plaintiff and/or prevent the 2004 Ford F-250 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2004 Ford F-250 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the full purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle not exceeding 10 cents per mile driven at the time of the initial report of the defect or condition or 10 percent of the purchase price, whichever is less. In addition, pursuant to MCLA 257.1403(2), the Manufacturer must pay off the balance on the retail installment contract.

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

D. For prejudgment interest.

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

CONSUMER LEGAL SERVICES

COUNT II
BREACH OF CONTRACT

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

21. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2004 Ford F-250 to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2004 Ford F-250 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

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

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages Incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2004 Ford F-250;

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

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

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

CONSUMER LEGAL SERVICES

- E. For costs and expenses, interest, and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

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

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

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

27. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 257.1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

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

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

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

CONSUMER LEGAL SERVICES

(d) Falling upon return of the 2004 Ford F-250 to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

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

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

28. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCL 257.1336.

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

CONSUMER LEGAL SERVICES

COUNT IV
RESCISSION OF CONTRACT

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

30. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2004 Ford F-250 to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

31. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2004 Ford F-250 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

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

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

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

CONSUMER LEGAL SERVICES

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

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2004 Ford F-250 to the Defendants;

B. Damages Incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2004 Ford F-250;

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

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

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

F. Such other relief this Court deems appropriate.

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

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

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

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

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

CONSUMER LEGAL SERVICES

(a) The Manufacturer and Seller represented to Plaintiff the 2004 Ford F-250 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2004 Ford F-250 and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2004 Ford F-250, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2004 Ford F-250.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2004 Ford F-250 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2004 Ford F-250 to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2004 Ford F-250 to be other than it actually was.

CONSUMER LEGAL SERVICES

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2004 Ford F-250 to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

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

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

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

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

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

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

CONSUMER LEGAL SERVICES

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

44. The 2004 Ford F-250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

45. The 2004 Ford F-250 was manufactured, sold and purchased after July 4, 1975.

46. The express warranty given by the Manufacturer pertaining to the 2004 Ford F-250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Ford F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

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

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

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

51. Good faith is defined in the Michigan Uniform Commercial Code as "honesty in fact in the conduct or transaction concerned" [MCLA 440.1201(19)], and "in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade" [MCLA 440.1203(1)(b)].

52. Implied in the agreement between the Plaintiff and all Defendants for purchase and/or repair of the 2004 Ford F-250 was a covenant of good faith and fair dealing between the parties, wherein Defendants impliedly covenanted they would deal with the Plaintiff fairly and honestly and do nothing to impair, interfere with, hinder or potentially injure the rights of Plaintiff with respect to:

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

53. Defendants have breached their covenants of good faith and fair dealing by their actions as previously set forth herein, and in refusing to deal honestly and fairly with Plaintiff regarding the express and implied warranties covering the 2004 Ford F-250 and the repair of the same.

CONSUMER LEGAL SERVICES

54. The conduct of the Defendants as aforementioned is without just or reasonable cause, and the Defendants knew or now know that such conduct is contrary to the law and the terms and conditions of the express warranty on the 2004 Ford F-250.

WHEREFORE, Plaintiff prays that this Court award Plaintiff a judgment against all Defendants, in an amount equal to all monies paid on the 2004 Ford F-250 and for all damages, including consequential and exemplary damages, together with interest, costs and actual attorneys' fees reasonably incurred as provided for by the appropriate statute or rule, and for such other legal and equitable relief as this Court may deem proper in an amount to be determined by the trier of fact exceeding TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), and other relief this Court deems fair and equitable.

COUNT VIII
REVOCATION OF ACCEPTANCE

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

56. Plaintiff accepted the 2004 Ford F-250 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

CONSUMER LEGAL SERVICES

59. The nonconformities substantially impaired the value of the 2004 Ford F-250 to the Plaintiff.

60. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2004 Ford F-250 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

61. Manufacturer and Seller have nevertheless refused to accept return of the 2004 Ford F-250 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Ford F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

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

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

63. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2306, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Ford F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

COUNT X
BREACH OF EXPRESS WARRANTY

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

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

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

67. The 2004 Ford F-250 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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

69. Plaintiff's purchase of the 2004 Ford F-250 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

70. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2004 Ford F-250 free of charge to Plaintiff under specific terms as stated in the express warranty.

71. In fact, Plaintiff discovered the 2004 Ford F-250 had defects and problems after Plaintiff purchased the vehicle as discussed above.

CONSUMER LEGAL SERVICES

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

73. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2004 Ford F-250.

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

75. The Manufacturer and Seller have failed to adequately repair the 2004 Ford F-250 and/or have not repaired the 2004 Ford F-250 in a timely fashion, and the 2004 Ford F-250 remains in a defective condition.

76. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2004 Ford F-250's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

77. The 2004 Ford F-250 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

78. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2004 Ford F-250.

79. The Manufacturer and Seller induced Plaintiff's acceptance of the 2004 Ford F-250 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

CONSUMER LEGAL SERVICES

80. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2004 Ford F-250 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

81. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2004 Ford F-250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller.

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2004 Ford F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

COUNT XI
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

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

85. The 2004 Ford F-250 was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

86. The 2004 Ford F-250 was not fit for the ordinary purpose for which such goods are used.

87. The defects and problems hereinbefore described rendered the 2004 Ford F-250 unmerchantable.

88. The Manufacturer and Seller failed to adequately remedy the defects in the 2004 Ford F-250; and the 2004 Ford F-250 continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the purchase price paid by Plaintiff for the 2004 Ford F-250;

CONSUMER LEGAL SERVICES

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

JURY DEMAND

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

STEVEN S. TOTH P-44487

MARK ROMANO P-44014

Attorneys for Plaintiff

30828 Ford Road

Garden City, MI 48135

(734) 261-4700

Dated: September 13, 2004

CONSUMER LEGAL SERVICES

JUL-14-2004 09:45 PM

P. 03

MOTOR VEHICLE PURCHASE AGREEMENT

This is an agreement between you and the dealer authorizing your purchase of a motor vehicle from the dealer on credit. The dealer will accept the agreement in full. Some of the terms of this agreement are listed below. Additional terms of this agreement appear on the other side.

Fifth Third Bank

Model Year: 2004	Vehicle: 2004	Engine: 2.0L	Color: Silver	MPG: 24/32
MSRP: \$17,500.00	Dealer Price: \$16,500.00	Finance Charge: \$1,000.00	Down Payment: \$1,000.00	Monthly Payment: \$350.00

Buyer's Name: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]
Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]

Buyer's Signature: [Redacted]	Buyer's Date: [Redacted]	Dealer's Signature: [Redacted]	Dealer's Date: [Redacted]
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Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]
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Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]
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Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]
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Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]
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Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]
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Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]
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Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]
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Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]
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Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]
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Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]
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Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]
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Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]
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Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]
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Buyer's Agreement

You agree to purchase the motor vehicle described below from the dealer by the plan and according to the terms listed in this agreement.

Year: 2004	Make: Ford	Model: F150	Engine: 3.0L	Color: Silver
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MSRP: \$17,500.00	Dealer Price: \$16,500.00	Finance Charge: \$1,000.00	Down Payment: \$1,000.00	Monthly Payment: \$350.00
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Buyer's Name: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]
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Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]
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Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]
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Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]
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Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]
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Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]
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Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]
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Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]
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Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]
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Buyer's State: [Redacted]	Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]
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Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]
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Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]
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Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]
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Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]
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Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]
---------------------------	---------------------------	---------------------------	--------------------------------

Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]
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Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]
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Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]
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Buyer's State: [Redacted]	Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]
---------------------------	-------------------------	---------------------------	---------------------------

Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]
---------------------------	--------------------------------	------------------------------	-----------------------------

Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]	Buyer's Phone: [Redacted]
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Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]	Buyer's Employer: [Redacted]
---------------------------	---------------------------	--------------------------------	------------------------------

Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]	Buyer's Zip: [Redacted]
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Buyer's Phone: [Redacted]	Buyer's Email: [Redacted]	Buyer's Title: [Redacted]	Buyer's Occupation: [Redacted]
---------------------------	---------------------------	---------------------------	--------------------------------

Buyer's Employer: [Redacted]	Buyer's Address: [Redacted]	Buyer's City: [Redacted]	Buyer's State: [Redacted]
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BUYER COPY

DEALER COPY

FED-875 9328

07/14/04 04:13PM

BROOKLYN FORD

Page 1

History Report for Vehicle: 42540211

Customer:
Customer Name:

NO Number: 98744

Open Date: 06/18/04

Mileage: 3950

Service Login: A04-S

Close Date: 06/23/04

SA Number: 1038

Cashier: Michelle

Line Code: A

Combacks M

Booker ID: 1132

Complaint: RND CHECK CUTS OUT AND QUITS WHILE DRIVING TEST DRIVE WITH CUSTOMER

Cause: CUT IN AND OUT

Labor Type: U94

Technician Number: 1141

Op Code: 6005F

Comback NO Number: 98499

Description: ENGINE PERFORMANCE DIAGNOSTIC - BENCH MACHINE - DIAGNOSIS - L

Labor\$: 26.19

Parts\$: 493.91

Miscellaneous\$: 0.00

Labor Type: U94

Technician Number: 1141

Op Code: 6005F1

Comback NO Number: 98499

Description: KEY ON ENGINE OFF - KOEE CHECK - TEST - L

Labor\$: 6.33

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: U94

Technician Number: 1141

Op Code: 6005F1M1

Comback NO Number: 98499

Description: KEY ON ENGINE OFF - KOEE CHECK - TEST - L EXTRA TIME TO REPEAT FINAL QUICK TEST

Labor\$: 6.33

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: U94

Technician Number: 1141

Op Code: 6005F2

Comback NO Number: 98499

Description: KEY ON ENGINE OFF - KOEE INJECTOR ELECTRICAL SELF-TEST - TEST - L

Labor\$: 6.33

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: U94

Technician Number: 1141

Op Code: 6005F3

Comback NO Number: 98499

Description: KEY ON ENGINE RUNNING - KOER CHECK - TEST - L

Labor\$: 6.33

Parts\$: 8.00

Miscellaneous\$: 0.00

Labor Type: U94

Technician Number: 1141

Op Code: 12650945

Comback NO Number: 98499

Description: PIN POINT TEST - DIAGNOSIS - L

Labor\$: 19.64

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: U94

Technician Number: 1141

Op Code: 12650967

Comback NO Number: 98499

07/14/04 06:13PM

BROOKLYN FORD

Page 2

History Report for Vehicle: 4B56A211

Customer:

Customer Name: BOUNTY, CHERYL J

Description: INJECTION DRIVER MODULE (IDM) - REPLACE (120599) - L

Labor: 58.92

Parts: 0.00

Miscellaneous: 0.00

Labor Type: M94

Technician Number: 1141

Op Code: 1265900A

Comback SO Number:

Description: PCM REPROGRAMMING - TEST - L

Labor: 32.74

Parts: 0.00

Miscellaneous: 0.00

Labor Type: M94

Technician Number: 1141

Op Code: M7

Comback SO Number: 90346

Description: RAN SEC TEST WOOD MOON WHILE DRIVING COULD FEATHER PEDAL, FOR FUEL CALL HOTLINE 4 TIMES TRING AAA SWAP WITH OTHER VEHICLE SCAPP ALL 5 GEN

Labor: 438.29

Parts: 0.00

Miscellaneous: 0.00

Line Code: M

Comback: M

Booker SO: 1132

Complain: ACC CHECK AC OUTS WORKING WHILE DRIVING

Cause: ACUTS

Labor Type: M94

Technician Number: 1141

Op Code: 19700A

Comback SO Number:

Description: PRESSURIZE, LEAK TEST, DISCHARGE, EVACUATE AND CHARGE AIR CONDITIONING SYSTEM. - DIAGNOSIS - L

Labor: 39.28

Parts: 0.00

Miscellaneous: 0.00

Labor Type: M94

Technician Number: 1141

Op Code: M7

Comback SO Number: 90346

Description: EVAC AND RECHARGE REFLACE A SINCE

Labor: 65.11

Parts: 0.00

Miscellaneous: 0.00

07/14/04 04:13PM

RECEIVED PUMP

Page 3

History Report for Vehicle: 40040211

Customer:

Customer Name:

EO Number: 90499

Open Date: 06/16/04

Mileage: 3435

Service Logon: ACM-3

Mileage: 3435

SA Number: 1838

Custier: michelle

Line Code: A

Comback: B

Booker ID: 1170

Complaint: ENG CHECK KEYS CUTTING OUT AND LACKS POWER. WHEN WATER LIGHT AND BLOWPLUG LIGHT COME ON AND THEN POWER COMES BACK AND LIGHTS GO OUT. PLEASE CALL TECHLINE FOR ASSIST AGAIN.

Cause: STALL ON CUT

Labor Type: W94

Technician Number: 1141

Op Code: 6005F

Comback RO Number: 98344

Description: ENGINE PERFORMANCE DIAGNOSTICS - DIESEL ENGINE - DIAGNOSIS - L

Labor: 26.19

Parts: 83.94

Miscellaneous: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 6005F1

Comback RO Number: 98344

Description: KEY ON ENGINE OFF - NOVO CHECK - TEST - L

Labor: 6.35

Parts: 0.00

Miscellaneous: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 6005F1X1

Comback RO Number: 98344

Description: KEY ON ENGINE OFF - NOVO CHECK - TEST - L EXTRA TIME TO REPEAT FINAL CHECK TEST

Labor: 6.35

Parts: 0.00

Miscellaneous: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 6005F2

Comback RO Number:

Description: KEY ON ENGINE OFF - NOVO INJECTOR ELECTRICAL SELF-TEST - TEST - L

Labor: 6.35

Parts: 0.00

Miscellaneous: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 6005F4

Comback RO Number:

Description: KEY ON ENGINE RUNNING - NOVO CHECK - TEST - L

Labor: 6.35

Parts: 0.00

Miscellaneous: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 7205043

Comback RO Number: 98344

Description: PIN POINT TEST - DIAGNOSIS - L

Labor: 19.64

Parts: 0.00

Miscellaneous: 0.00

Labor Type: W94

Technician Number: 1141

JUL-14-2004 09:46 PM

P. 06

07/14/04 04:13PM
History Report for Vehicle AED4211

BROOKLYN FORD

Page 4

Customer#
Customer Name

Op Code: 12650067 Combact PO Number:
Description: INJECTOR DRIVER MODULE (10K) - REPLACE (126599) - 1
Labor: 36.92
Parts: 0.00
Miscellaneous: 0.00

Labor Type: W44 Technician Number: 1141
Op Code: RTIME Combact PO Number:
Description: RTIME FOR EXTENDED DIAG AND INSPECTION OF WIRING FOR TECH ASSISTANCE
Labor: 157.13
Parts: 0.00
Miscellaneous: 0.00

PE04-070 0335

07/14/04 06:13PM

BROOKLYN FORD

Page 5

History Report for Vehicle: 4BC46211

Customer#:

Customer Name:

EQ Number: 96346

Open Date: 05/07/04

Mileage: 3269

Service Logon: ADM-2

Return Date: 06/09/04

SA Number: 1038

Cashier: michelle

Line Code: A

Comeback: N

Booker ID: 1132

Complaint: B6 CHECK WATER IN FUEL LIGHT COMES ON AND GLOWPLUG LIGHT COMES ON WHILE DRIVING AND LACKS POWER ACT LIKE WANT TO STALL WHEN LIGHTS COME ON

Cause: FUEL LIGHT ON

Labor Type: W94

Technician Number: 1141

Op Code: 6005F

Comeback EQ Number:

Description: RNDIME PERFORMANCE DIAGNOSTICS - DIESEL ENGINE - DIAGNOSTIC - L

Labor\$: 26.19

Parts\$: 26.89

Miscellaneous\$: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 6005F1

Comeback EQ Number:

Description: KEY ON ENGINE OFF - B600 CHECK - TEST - L

Labor\$: 6.35

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 6005F1X1

Comeback EQ Number:

Description: KEY ON ENGINE OFF - B600 CHECK - TEST - L EXTRA TIME TO REPEAT FINAL QUICK TEST

Labor\$: 4.95

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: 12650043

Comeback EQ Number:

Description: PEN POINT TEST - DIAGNOSTIC - L

Labor\$: 19.64

Parts\$: 0.00

Miscellaneous\$: 0.00

Labor Type: W94

Technician Number: 1141

Op Code: RT

Comeback EQ Number: 96303

Description: RER CRANKSHAFT SENSOR START VEHICLE COLD TEST DROVE VEHICLE ALMOST 100 MILES OKAY AT THIS TIME

Labor\$: 202.96

Parts\$: 0.00

Miscellaneous\$: 0.00

EXISTING PROBLEMS LOG
(photocopy if you need additional pages)

Description of problem that <u>CONTINUES TO EXIST</u> : list only one problem in this box	Repair Visits	Date In	Date Out	Mileage	
catastrophic brake failure, ABS light comes on, brakes dragging, burning smell, volumes of smoke coming from the undercarriage. Hard to stop. Squealing and warning beeps	1 st visit	9-23-03	9-27-03	3103	#2
	2 nd visit	3-12-04	3-26-04	4627	#4
	3 rd visit	7-28-04	10-19-04	5816	#5 #2
	4 th visit				#2
Description of problem that <u>CONTINUES TO EXIST</u> : list only one problem in this box	Repair Visits	Date In	Date Out	Mileage	
Water leak in toilet area and rear slide-out. Carpet damage and wood floor damage. Mold under carpet, in walls of coach, in floor of coach	1 st visit	9-23-03	9-27-03	3103	#2
	2 nd visit	11-5-03	11-20-03	3932	#8
	3 rd visit	7-28-04	10-19-04	5816	#3 #7
	4 th visit				
Description of problem that <u>CONTINUES TO EXIST</u> : list only one problem in this box	Repair Visits	Date In	Date Out	Mileage	
Fuel gauge does not work properly	1 st visit	9-23-03	9-27-03	3103	#13
	2 nd visit	11-5-03	11-20-03	3932	#13
	3 rd visit	7-28-04	10-19-04	5816	#14
	4 th visit				
Description of problem that <u>CONTINUES TO EXIST</u> : list only one problem in this box	Repair Visits	Date In	Date Out	Mileage	
Entry Door rattles & leaks, and wind noise in cab area	1 st visit	9-23-03	9-27-03	3103	#7
	2 nd visit	11-5-03	11-20-03	3932	#10
	3 rd visit	1-5-04	1-10-04	4289	#8
	4 th visit	7-28-04	10-19-04	5816	#11

JUL-14-2004 09:45 PM

P.03

07/14/04 04:13PM

BROOKLYN FORD

Page 6

History Report for Vehicle: 4EC66211

Customer:
Customer Name:

RO Number: 00205

Open Date: 06/01/04
Open Mile: 06/08/04

Mileage: 3004
SA Number: 1038

Service Log: ACM-S
Cashier: michelle

Line Code: A Comeback: N Booklet ID: 1132
Complaint: 100 LUBE, OIL FILTER - INCLUDES FREE 12 POINT INSPECTION 89.95 DIESEL

Labor Type: CP Technician Number: 1141
Op Code: 180 Comeback RO Number:
Description: LUBE, OIL FILTER - INCLUDES FREE 12 POINT INSPECTION 89.95 DIESEL
Labor: 28.00
Parts: 65.93
Miscellaneous: 0.00

Line Code: B Comeback: N Booklet ID: 1132
Complaint: 800 CHECK WATER IN FUEL LIGHT STAYS ON
Cause: WATER IN FUEL LIGHT

Labor Type: W04 Technician Number: 1141
Op Code: NT Comeback RO Number:
Description: REMOVE AND REASSEMBLE MANIFOLD
Labor: 69.47
Parts: 0.00
Miscellaneous: 0.00

Line Code: C Comeback: N Booklet ID: 1132
Complaint: 800 CHECK WHILE DRIVING ENGINE GET BLUITE AND GLOW PLUG LIGHT COMES ON WHILE DRIVING
Cause: GUT

Labor Type: W04 Technician Number: 1141
Op Code: NT Comeback RO Number:
Description: CHECK ALL WIRING REFLAMED FOR TON FICH RER FICH TO CHECK WIRING BY GLOW PLUG CONTROLLER A/C COMPRESSOR
Labor: 130.06
Parts: 0.00
Miscellaneous: 0.00

A

PE04-070 0330

Dealership Repair History Summary

Model: F-250

Customer: Cheryl Haggitt

VIN: 1FTNX21P04E

WARRANTY ☒ 36M Bumper to Bumper ☐ 45M Bumper to Bumper ☐ 5/100 PowerStroke Diesel Engine

FORD ESP ☐ PremiumCare ☐ ExtraCare ☐ BaseCare ☐ PowertrainCare ☐ RentalCare ☐

Expiration: Date _____ Miles _____ PLEASE INDICATE TYPE ☐ Goodwill

NON-FORD ESP ☐

RO Number	Date In	Date Completed	Total Days	Mileage	Customer's Concern	Action Taken	
98205	6-1	6-3	2	3084	water 11/11/04	replace fi	W
98346	6-7	6-9	2	3269	fuel 11/11/04	crank sensor	W
98499	6-10	6-14	4	3435	cuts out		W
98744	6-18	6-28	10	3980	stalls	replace injector module	W
99055	6-30	7-16	17	4628	stalls	replace injector module - engine harness	W

Please duplicate, as necessary and attach additional sheets.

Revised: 7/03

Days
out of
service this
care
add
days

SEP-12-2004 11:13 PM H7C11T

491E

E17-582-5040

316 21 5856

R.2

P.03

PE04-070 0339

CONSUMERSM
LEGAL
SERVICES, P.C.

ATTORNEYS AND COUNSELORS
www.lemonlaw.com

30938 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX: (734) 261-4737

RONALD J. BOLZ
CHRISTOPHER M. LOVAST
STEVEN S. TOTI
MARK P. ROMANO
STEVEN G. STANCROFF
TROY T. GORMAN
CHRISTOPHER A. WINKLER
MATTHEW W. DELEZENNE
KARL P. HEIL
BRIAN M. PERKINS

September 13, 2004

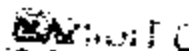
Mr. Fred Guthrie
c/o Brooklyn Ford
10405 N. Brooklyn
Brooklyn, MI 49230

RE: 2004 Ford F-250, VIN: 1FTNX21P04E [REDACTED]

Dear Mr. Guthrie:

Please be advised that I represent [REDACTED] regarding the sale of the above-referenced vehicle purchased at Brooklyn Ford on or about March 15, 2004. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2004 F-250 and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to her of all monies expended, putting her back in the position she was prior to the contract.

[REDACTED] intends to hold Brooklyn Ford and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing her rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loebe's, 100 Mich App 543; 299 NW2d 69 (1980), MCLA 800.2919a.

 Lemon Law

921 38TH STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX: (616) 452-2021

4580 W. HOUGHTON LAKE DRIVE
HOUGHTON LAKE, MI 48639
(800) 266-1006
FAX: (800) 546-2015

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

PE04-078 8348

Mr. Fred Guthrie
February 17, 2004
Page 2

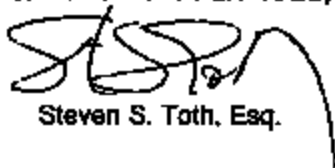
Since the date [REDACTED] took delivery, the vehicle has been in for repairs on at least five (5) different occasions and the vehicle has been out of service due to repairs for at least thirty-six (36) days.

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

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.



Steven S. Toth, Esq.

SST/ccs

CC: [REDACTED]

JOHN MODRZEJEWSKI

Attorney at Law

431 Sixth Street
Rochester, MI 48307
Telephone: 248.650.2000
Facsimile: 248.652.1259

August 3, 2004

Ford Motor Company
Peter H. Sherry, Resident Agent
The American Rd.
Dearborn, MI 48121

Re: [REDACTED] v. Ford Motor Company and Huntington Ford, Inc.
Case no. 04-423373-CK

Dear Mr. Sherry:

Please find enclosed a Complaint with Exhibits, Summon and Return of Service, and Caption Stickers for the above referenced case which I filed in the Wayne County Circuit Court.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


John Modrzejewski

JM/dew

Enclosures

STATE OF MICHIGAN
THIRD CIRCUIT COURT



SUMMONS AND
RETURN OF SERVICE

CASE NO.

04-423373 CK

COURT
ADDRESS: 2 WOODWARD AVENUE, DETROIT, MICHIGAN 48226

COURT
TELEPHONE NO. (313) 224-2430

THIS CASE ASSIGNED TO JUDGE: WARFIELD MOORE

Bar Number: 17938

PLAINTIFF

DEFENDANT

PL 01 VS FORD MOTOR COMPANY

DF 002

PLAINTIFF'S ATTORNEY

JOHN MODRZEJEWSKI
(P-39600)
431 6TH ST
ROCHESTER, MI 48307-1401
248-650-2000

OFFICE OF THE SECRETARY
PETER J. SHERRY JR.

4 AUG -9 4925

CASE FILING FEE
PAID

JURY FEE

NO JURY DEMAND FILED

ISSUED

07/29/04

THIS SUMMONS EXPIRES

10/28/04

DEPUTY COUNTY CLERK

DEBREE CANTY

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

Cathy M. Garrett - Wayne County Clerk

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

1. You are being sued.
 2. YOU HAVE 21 DAYS after receiving this summons to file an answer with the court and serve a copy on the other party or to take other lawful action (28 days if you were served by mail or you were served outside this state).
 3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.
- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

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

Docket no.	Judge	Bar no.
	PRACTICE GROUP	

The action ☐ remains ☐ is no longer pending.

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

Date

Signature of attorney/plaintiff



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

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

FORM MC-101
REV. (3-03)

MC-101 (10-03)

SUMMONS AND RETURN OF SERVICE

MCR 2.101(1), MCR 2.104, MCR 2.107, MCR 2.113(2)(b), MCR 2.113(2)(c)

DEFENDANT

PE84-878 8343

For best results use a self-addressed envelope.

RETURN OF SERVICE

Case No. 04-423373 CK

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing. You must make and file your return with the court. If you are unable to complete service, you must file a return and the court may order the court clerk.

CERTIFICATE OF SERVICE / AFFIDAVIT OF SERVICE / NON-SERVICE

OFFICER CERTIFICATE

OR

☒ AFFIDAVIT OF PROCESS SERVER

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (P.O.A. 2.1-4)(2), and that no fee is required.

Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporation, and that no fee is required.

I served personally a copy of the summons and complaint.

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

together with Complaint w/ stickers & exhibits
List all names served on summons and complaint.

Defendant's name: Lord Motor Company
Resident Agent:
Peter J. Sherry

The American Rd
Dearborn, Mi 48124

After diligent effort, I have been unable to find and serve the following defendant:

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

I have personally attempted to serve the summons and complaint together with

at _____
Address _____
The address was _____

Service fee	Travel fee	Witness fee	Total fee
\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

Signature: Sharon E. White
Notary Public
for the State of Michigan

Subscribed and sworn to before me on 8/4/04 at Oakland

My commission expires 5/22/06 Date Signature: Sharon E. White
Notary Public for the State of Michigan

ACKNOWLEDGMENT OF SERVICE

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

Signature _____ on behalf of _____

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

[REDACTED]
Plaintiff,

vs.

FORD MOTOR COMPANY and
HUNTINGTON FORD, INC.,
Defendants.

04-423373 CK 7/29/2004
JDG:WARFIELD MOORE
ROE VINCENT M
VS [REDACTED]
FORD MOTOR COMPANY

JOHN MODRZEJEWSKI (P39600)
Attorney for Plaintiff
431 Sixth Street
Rochester, Michigan 48307
(248) 650-2000

There is no other action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge.

COMPLAINT

NOW COMES the above named Plaintiff herein, [REDACTED] by and through his attorney, John Modrzejewski, and for his cause of action against the Defendants says as follows:

COUNT I

BREACH OF EXPRESS WARRANTY

1. That your Plaintiff is a resident of the City of Rochester Hills, County of Oakland, State of Michigan.
2. That the Defendant, Ford Motor Company, is a corporation and at all times pertinent hereto did business in the City of Dearborn, County of Wayne, State of Michigan, and did at all times pertinent hereto engage in the manufacture and distribution of new 2003 Ford F 350 trucks.

3. That the Defendant, Huntington Ford, Inc., is a corporation and at all times pertinent hereto did business in the City of Rochester Hills, County of Oakland, State of Michigan and did at all times pertinent hereto engage in the sale of new 2003 Ford F 350 trucks to the general public.

4. That on or about March 21, 2003, the Plaintiff herein purchased from the Defendant, Huntington Ford, a 2003 F 350 truck, bearing the identification number 1FTWW33P231 [REDACTED] and that said motor vehicle was manufactured and distributed by the Defendant, Ford Motor Company (Exhibit A).

5. That the Plaintiff herein paid a good and valuable consideration for said motor vehicle.

6. That Plaintiff is a buyer under UCC Section 2-103.

7. That the Defendant, Huntington Ford, is a seller under UCC Section 2-103 (1) (d).

8. That the Defendant, Ford Motor Company, is a seller under UCC Section 2-103 (1) (d).

9. That the above described motor vehicle constitutes goods under UCC Section 2-103 (1).

10. That Plaintiff's faith in his motor vehicle has been destroyed.

11. That the Plaintiff's purchase of the motor vehicle was accompanied by an express warranty offered by Ford Motor Company and extending to the Plaintiff which warranty was part of the basis of the bargain of the contract between Plaintiff and the Defendants for the purchase of the motor vehicle.

12. That in the express warranty the Defendants each and any of them warranted that the motor vehicle was free of all defects in material and workmanship and that if any such defects were

discovered within the warranty period Ford Motor Company would provide for repair of the motor vehicle free of charge to Plaintiff.

13. That notwithstanding the express warranties made to the Plaintiff by the Defendants, the motor vehicle had defects in material and workmanship that were discovered and reported within the warranty period, including but not limited to:

Engine problems;
Stalling problems;
Transmission problems; (Exhibit B)

14. That the Plaintiff has timely notified the Defendants of the defects as provided in the express warranty.

15. That the Plaintiff has provided the Defendants, as directed in the express warranty, sufficient opportunity to repair the motor vehicle, and that, notwithstanding, the Defendants have failed in a timely manner to adequately repair the motor vehicle as provided in the express warranty.

16. That as a result of the nature and extent of the defects the motor vehicle was so defective as to constitute a complete failure on the part of the Defendants for the purchase money paid by the Plaintiff and a breach of contract between the Plaintiff and the Defendants herein.

17. Plaintiff tenders herewith the motor vehicle and offers to deliver same to Defendants at any reasonable time and place in return for the purchase price which has been paid to said Defendants and any other damages which have been suffered as a result of Defendants' breach of contract.

18. That as a result of the Defendants' breach of express warranty the Plaintiff has incurred incidental and consequential damages including but not limited to:

Attorney fees; taxes; interest; loss of use and

enjoyment and court costs.

19. Should this Court for any reason deem it inappropriate to grant the relief of revocation of acceptance requested by the Plaintiff, then in the alternative, Plaintiff seeks damages against the Defendants for breach of warranties measured by the difference in value between the defective motor vehicle and a non-defective motor vehicle plus damages as hereto mentioned.

20. That this Court has jurisdiction in this matter because the damages sustained by the Plaintiff are in excess of Twenty Five Thousand (\$25,000.00) Dollars, exclusive of interest and costs, and Plaintiff is seeking an equitable remedy.

WHEREFORE, Plaintiff herein prays that this Court:

- a. Order revocation of acceptance of the purchase contract and require the purchase price of the motor vehicle to be returned to the Plaintiff or in the alternative, damages consistent with the loss of value of the Plaintiff's motor vehicle;
- b. To award other amounts to the Plaintiff as this Court finds compensates the Plaintiff for all other items of damages related to the breach of warranty;
- c. Taxable costs and interest as may be determined.

COUNT II
BREACH OF EXPRESS WARRANTY BY DESCRIPTION

NOW COMES the Plaintiff, by and through his attorney, John Modrzajewski, and hereby incorporates by reference all of the allegations contained in Count I of his Complaint as if specifically repeated paragraph by paragraph and word for word.

21. That the Plaintiff's purchase of the motor vehicle was accompanied by an express

warranty made by Defendant, Huntington Ford, and extending to the Plaintiff which warranty was a part of the basis of the bargain of the contract between Plaintiff and the Defendant, Huntington Ford, for the sale of the truck.

22. That notwithstanding the express warranty by description, that the truck was capable of towing a horse trailer, made to the Plaintiff by the Defendant, Huntington Ford, the truck would not perform as promised.

23. That the Plaintiff has timely notified Huntington Ford of its breach of warranty by description.

24. That as a result of the nature and extent of the breach of warranty a complete failure of consideration has occurred on the part of Defendant, Huntington Ford, for the purchase money paid by the Plaintiff and a breach of contract of the sale between the Plaintiff and the Defendant, Huntington Ford.

25. Plaintiff tenders herewith the motor vehicle and offers to deliver same to Defendant, Huntington Ford, at any reasonable time and place in return for the purchase price which has been paid to said Defendant and any other damages which have suffered as a result of Defendant's breach of warranty.

26. That as a result of the Defendant's breach of express warranty by description the Plaintiff has incurred incidental and consequential damages including but not limited to:

Attorney fees; taxes; interest; loss of use and

enjoyment; rental car expenses; additions to vehicle; and court costs.

27. Should this Court for any reason deem it inappropriate to grant the relief of

revocation of acceptance requested by the Plaintiff, then in the alternative, Plaintiff seeks damages against the Defendant for breach of warranty measured by the difference in value between the motor vehicle received and a motor vehicle as represented.

WHEREFORE, Plaintiff herein prays that this Court award damages as sought in Count I of this Complaint which is herein incorporated.

COUNT III

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

NOW COMES the above named Plaintiff herein, by and through his attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in COUNTS I and II of this Complaint as if specifically repeated paragraph by paragraph and word for word.

28. That the said Defendants each and any of them are merchants with respect to motor vehicles under UCC Section 2-104 (1).

29. That the aforementioned motor vehicle purchased by the Plaintiff was subject to the implied warranty of merchantability under UCC Section 2-314, extending from Ford Motor Company and dealer to the benefit of the Plaintiff.

30. That the defects described in Count I of this Complaint have rendered the motor vehicle unmerchantable and not fit for the ordinary purpose for which it was intended.

31. That the Defendants each and every one of them have failed and/or refused to adequately remedy the defects in the motor vehicle.

WHEREFORE, Plaintiff herein requests this Honorable Court to award damages sought in Count I of this Complaint which is herein incorporated.

COUNT IV

BREACH OF WRITTEN WARRANTY

UNDER MAGNUSON-MOSS WARRANTY ACT

NOW COMES the above named Plaintiff herein, by and through his attorney, John Modrzajewski, and hereby incorporates by reference all of the allegations contained in COUNTS I-III of this Complaint as if specifically repeated paragraph by paragraph and word for word.

32. That the Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act hereinafter referred to as the "Warranty Act" 15 U.S.C. Section 2301 (3).

33. That the Defendant, Ford Motor Company, is a "supplier" and "warrantor" as defined in the Warranty Act, 15 U.S.C. Section 2301 (1).

34. That the motor vehicle heretofore described is a "consumer product" as defined in the Warranty Act, 15 U.S.C. Section 2301 (1).

35. That the express warranty pertaining to the motor vehicle is a "written warranty" as defined in the Warranty Act, 15 U.S.C. Section 2301 (6).

36. That the motor vehicle was manufactured after July 4, 1975.

37. That the above described actions as contained in COUNT I of this Complaint and herein incorporated, constitute breach of the written warranty by the Defendant, Ford Motor Company.

WHEREFORE, Plaintiff herein claims damages as set fourth in COUNT I of this Complaint in addition to actual attorney fees which were and are incurred in connection with commencement and prosecution of this action, interest and costs and all other relief as this Court may deem proper.

COUNT V

BREACH OF IMPLIED WARRANTY

UNDER MAGNUSON-MOSS WARRANTY ACT

NOW COMES the above named Plaintiff herein, by and through his attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in COUNTS I-IV of this Complaint as if specifically repeated paragraph by paragraph and word for word.

38. That the above described actions constitute a breach of the implied warranty of merchantability actionable under the Warranty Act, 15 U.S.C. Section 2310 (d) (1).

WHEREFORE, Plaintiff herein claims damages as set forth in COUNT I of this Complaint, in addition to actual attorney fees which were incurred in connection with commencement and prosecution of this action, interest and costs and all other relief as this Court may deem proper.

COUNT VI

MICHIGAN CONSUMER PROTECTION ACT

NOW COMES the above named Plaintiff herein, by and through his attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in COUNTS I-V of this Complaint as if specifically repeated paragraph by paragraph and word for word.

39. Defendants, engaged in the following proscribed activity:

- a. Failed to repair the motor vehicle timely and properly;
- b. Improperly attempted to disclaim the implied warranty of merchantability.

40. That the above described actions constitute a breach of the Michigan Consumer Protection Act, MCL 445.903 (1), (p), (t) and (y); MSA 19.418 (3) Section 3 (1), (p), (t) and (y).

WHEREFORE, Plaintiff herein claims damages against Defendants as set forth in Count I of this Complaint, in addition to reasonable attorney fees which were incurred in connection with commencement and prosecution of their action, interest and costs and all other legal and equitable relief as this Court may deem proper.

COUNT VII

BREACH OF MICHIGAN LEMON LAW

(MCL 257.1401 et seq.)

NOW COMES the above named Plaintiff herein, by and through his attorney, John Modrzejewski, and hereby incorporates by reference all of the allegations contained in COUNTS I-VI of this Complaint as if specifically repeated paragraph by paragraph and word for word.

41. That the Plaintiff is a consumer as defined in MCL 257.1401.

42. That the Defendant Ford Motor Company is a manufacturer as defined in MCL 257.1401.

43. That the motor vehicle heretofore described is a new motor vehicle as defined in MCL 257.1401.

44. That the express warranty offered by the Defendant Ford Motor Company is an express warranty as defined in MCL 257.1401.

45. That the Plaintiff's motor vehicle has defects and conditions which substantially impair its value and they have been brought to the manufacture's attention.

46. That the defects or condition in the Plaintiff's motor vehicle still exist. (Exhibit B).

47. That the Plaintiff notified the Defendant Ford Motor Company and performed all other prerequisites pursuant to MCL 257.1401.

48. That the Defendant Ford Motor Company has failed to perform its obligations under MCL 257.1403 Section 3(3)(b) to wit; failed to timely correct the defects in Plaintiff's vehicle.

49. That the Defendant Ford Motor Company has failed or refused to refund or replace Plaintiff's motor vehicle with a comparable motor vehicle or refund his money pursuant to MCL 257.1401 and as a result the Defendant Ford Motor Company is in breach of MCL 257.1404.

50. The Plaintiff herein claims all damages allowable pursuant to MCL 257.1401 et seq including but not limited to return of purchase price, attorney fees, cost, interest, and additions to vehicle.

51. That this Court has jurisdiction in this matter, because the injuries and damages sustained by the Plaintiff are in excess of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS, exclusive of interest and costs and Plaintiff is seeking an equitable remedy.

Respectfully Submitted,



JOHN MODRZEJEWSKI (P39600)
Attorney for Plaintiff
431 Sixth Street
Rochester, Michigan 48307
(248) 650-2000

Dated: July 28, 2004

Proof of Service
I certify that I served a copy of this document on all persons of record by mail at their last-known address with prepaid postage on 8/3/04
[Signature]

STATEMENT OF VEHICLE SALE

INVOICE NO.

Michigan Registration

Candice S. Miller, Secretary of State

Purchase Date 03/21/2003

68611

Delivery Date

CUST#4645

31937

Stock No.

Dealer HUNTINGTON FORD, Inc.

Address 2800 S. Rochester Rd.

City ROCHESTER HILLS

County OAKLAND State MICHIGAN Zip Code 48307

Dealer License A-6094 Sales Tax License B 38-1878477 Phone Number (248) 852-0400

Vehicle Sold New ☒ Used ☐ Demo ☐ Trade-In Yes ☐ No ☒
Trade-In Year Make Vehicle No.

TEMPORARY VEHICLE REGISTRATION
USED TO TRANSFER PLATES
Expires 15 days after delivery date
Plate transferred from: Year Make
Vehicle No. Plate No. Temp. Expiration Date

THIS VEHICLE WILL BE LIQUID OR HAS BEEN USED AS:

- ☐ A POLICE VEHICLE ☐ A DRIVER EDUCATION VEHICLE
☐ A GOVERNMENT VEHICLE ☐ A TAXI
☐ A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED

ODOMETER RELEASE

The following section must be completed when odometer
discrepancy is reported. The odometer mileage reading must
match the mileage reading disclosed on the purchaser on the
title and/or mileage statement.

NO TENTHS

- ☐ actual mileage ☐ not actual mileage ☐ successive mechanical series of odometer

Factory Installed Accessories ☐ Factory List Added To Vehicle

Dealer Installed Accessories

When Optional to Purchaser

5/100 EASYCARE XPLAN

CODE NO.

KEY NO.

REMARKS:

Unless a separate written document showing the terms of any Dealer Warranty or Service Contract is furnished by the Dealer to the Purchaser, any Warranty on this product are those made by the manufacturer. The Seller HUNTINGTON FORD, Inc. hereby expressly disclaims all Warranties either express or implied, including any implied Warranty of merchantability or fitness for a particular purpose and HUNTINGTON FORD, Inc., neither endorses nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sale.

I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I HEREBY WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE.

AGENT

Title

PURCHASER WARNING: DO NOT SIGN BLANK FORM

Michigan certificate of title and registration or, if the lessee, applying for a registration. I certify that any driver license is not suspended, expired or expired the vehicle.

Buyer ☒ Seller ☒ Lessor ☒ Lessee ☒
Signature ☒ Title ☒ License ☒ Registration ☒

PURCHASER'S NOTE IF V

IF TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REG

ON AT 1-800-282-4364

"A"

Expires On Month City Year		Month	<input type="checkbox"/> NEW PLATE <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/> TRANSFER
Year	Make	Body Style	Code County
2003	FORD	PICKUP	03 63
Vehicle No. 1FTWWJ3P23		Wt. or Payload 6952	License Fee 58.00
Driver License No./IDs of All Owners/Lessee			Title 12.00
1. [REDACTED]			Title Lien Fee N/A
2. [REDACTED] License to Possess MDCOMB			Tax 2374.47
Complete Name(s) and Address(es) of All Owners or Lessee			Transfer Fee 8.00
[REDACTED] ROCHESTER HILLS M [REDACTED]			Total - There is a
Complete Name(s) and Address(es) of All Lessee			2452.47
			Full Rights to Survivor Yes <input type="checkbox"/> No <input type="checkbox"/>
Insurance Company		Policy No. or Binder No.	

First Borrower Interest	FORD MOTOR CREDIT	Filing Date
Address	P.O. BOX 105704	03/21/2003
City/State/Zip	ATLANTA GA 30348-5704	
Second Borrower Interest		Filing Date
Address		
City/State/Zip		

1. PURCHASE PRICE OF VEHICLE (including freight & accessories)	39574.50
2. OTHER TAXABLE CHARGES (Donorship Fee, Service Fee, Temp Reg. Fee, etc.)	N/A
3. TOTAL TAXABLE PRICE	39574.50
4. (Above total) SALES TAX - LICENSE - TITLE	2452.47
5. NON-TAXABLE CHARGES (Labor, Service Contract, etc.)	3671.00
6. TOTAL DELIVERED PRICE	45697.97
7. CASH ON DEPOSIT	N/A
8. CASH DUE ON DELIVERY	45697.97
9. TRADE-IN	\$ N/A
10. LESS LIEN	\$ N/A
11. TOTAL DOWN PAYMENT	45697.97
12. UNPAID BALANCE TO BE FINANCED	N/A
13. INSURANCE CHARGE*	N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT	N/A

TYPE OF INSURANCE

WARNING: This insurance is not PLPD No Fault Insurance required by Michigan Law.

- ☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☐ ☐

Temporary Registration No. Temporary Fee Charged Yes ☐ No ☐
Salesperson WAYNE G JOHNSON

PE84-878 8355

Service Invoice



HUNTINGTON FORD

2890 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1689
www.huntingtonford.com



State Registration No.
F703686

"B"

CUSTOMER NO. 4845	PARTY NAME R WEYERS	945242 NO	8340	DATE 06/03/03	PKCS222450
	LABOR RATE	4,626	OR SHADOW G	51937	
ROCHESTER HILLS, MI	03/FORD TRUCK/S-DTV F-350 DRW/F350	05/21/03			
	VIN 1P1WW33P23E				
	REG. NO.			06703/03	

LABOR & PARTS
JOB # 1 18F02

QUICK LUBE OPERATION (TECHS): 9041
PERFORM AMS MAINT, ESP MAINT AND WEAR
LOF, MULTI POINT INSP. CHECK AIR FILTER AND REPL IF NEEDED
COMPLETED LOF. AIR FILTER OK. ALL OK.

WARRANTY

REPAIRS PROPERLY COMPLETED &
CHECKED BY:

PARTS	QTY	PP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	FL-2016	KIT-OIL FLTR E	
JOB # 1	3	20-15W40-5QSD	OIL-ENG LUB	

WARRANTY

JOB # 1 TOTAL PARTS

0.00

JOB # 1 TOTAL LABOR & PARTS

0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

COMMENTS
CUSTOMER IS WAITING

TOTALS

TECHNICIAN CERTIFICATION
9364 DAVID WATT

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.B.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN
COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

STATE REGISTRATION #S F-703686

TOTAL INVOICE \$ 0.00

ALL PARTS NEW ORIGINAL

EQUIPMENT UNLESS
OTHERWISE SPECIFIED.

IMPORTANT

YOU MAY RECEIVE
ADDITIONAL QUESTIONNAIRES
FROM FORD MOTOR COMPANY IN
THE FUTURE. IF FOR ANY REASON
YOU CANNOT GRADE US
"COMPLETELY SATISFIED," PLEASE
CONTACT DARRYL GALKA.
THANK YOU,
HUNTINGTON FORD, INC.
(248) 844-8373

CUSTOMER SIGNATURE

JUN - 3 2003

Service Invoicing

Blue Oval Certified

HUNTINGTON FORD

2890 S. Rochester Road
ROCHESTER HILLS, MI 48307
Phone (248) 852-0400
Facsimile (248) 852-1688
www.huntingtonford.com



State Registration No.
F103686

"B"

CUSTOMER NO. 4645	NAME MATTHEW R WEYERS	AGE 3210	DOB DATE 08/05/03	WARRANTY NO. F0CS226168
LABOR RATE	LICENSE NO. 4660JA	SALES TAX 9.56%	COLOR OK SHADOW G	STOCK NO. 31937
ROCHESTER HILLS, MI	VEHICLE MAKE/MODEL 03/FORD TRUCK/S-BTY F-350 DRW/F350	DATE OF SALE 03/21/03	DEALER'S FILE NO.	
	VEHICLE VIN 1FTWW33P23	SALES DEPT. NO.	PRODUCTION DATE	
	FIN. NO.	NO. DATE 08/05/03		
	COPIES EX-99P			

LABOR & PARTS

JOB # 1 1870Z

QUICK LUBE OPERATION TECH(S): 9056
MA10/ PERFORM LUBE, OIL AND FILTER CHANGE, MULTI-POINT TSP
CHECK AIR FILTER AND REPL IF NEEDED
COMPLETED 15 QUARTS
REPLACE AIR FILTER

WARRANTY

REPAIRS PROPERLY COMPLETED & CHECKED BY:

AUG 05 2003

ALTERNATE REPRESENTATIVE

ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	FL-2016	KIT-OIL FLTR E	
JOB # 1	3	XO-15AH0-5QSD	OIL-ENG LUB	
JOB # 1	1	FA-1746	FLTR-AIR CLEAN	

JOB # 1 TOTAL PARTS

WARRANTY
WARRANTY
WARRANTY
0.00

JOB # 1 TOTAL LABOR & PARTS

0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)

COMMENTS

CUSTOMER IS WAITING

TOTALS

TECHNICIAN CERTIFICATION
9364 DAVID WATT

TOTAL LABOR...	0.00
TOTAL PARTS...	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G...	0.00
TOTAL MISC CHG...	0.00
TOTAL MISC DISC...	0.00
TOTAL TAX...	0.00

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN
COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (1996-1998)

STATE REGISTRATION # S F-105080

E-10543 (COLLISION SHOP)

TOTAL INVOICE \$ 0.00

CUSTOMER SIGNATURE

IMPORTANT
YOU MAY RECEIVE
ADDITIONAL QUESTIONNAIRES
FROM FORD MOTOR COMPANY IN
THE FUTURE IF FOR ANY REASON
YOU CANNOT GRADE US
COMPLETELY SATISFIED. PLEASE
CONTACT DANNY L. GALLA
THANK YOU.
HUNTINGTON FORD, INC.
(248) 844-3093

Blue Oval Certified

HUNTINGTON FORD

2890 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1668
www.huntingtonford.com



State Registration No.
F103686

"B"

CUSTOMER NO. 4645	NAME DAVID D HARRIS	DOB 9597	DOB 2339	DATE 12/04/03	BOOK NO. F0C5232623
ADDRESS [REDACTED]	ADDRESS 4000JA	ADDRESS 14,333	ADDRESS DR SHADOW G	BOOK NO.	
ROCHESTER HILLS, MI [REDACTED]	DATE 03/FORD TRUCK/S-DTY F-350 DRW/F350	DATE 03/21/03	DATE 03/21/03	DATE 03/21/03	
	1 F T W W 3 3 P 2 3 E				
	DATE 12/03/03				
	DATE 12/03/03				

LABOR & PARTS				WARRANTY		REPAIRS PROPERLY COMPLETED & CHECKED BY:	
JOB # 1 06FDZ				TECH(S): 9707			
TRANSMISSION							
THE TRUCK HAS LITTLE OR NO POWER, MADE A POPPING NOISE BEFORE THIS HAPPENED.							
PO9							
VERIFY CONCERN ON ROADTEST, DURING MAINT. FOUND INTERCOOLER LINE CAME APART AT INTERCOOLER, REMOVE TUBE AND REASSEMBLE							
RETEST AFTER REINSTALLATION, 6K764 CC12							
PARTS				JOB # 1 TOTAL PARTS		0.00	
QTY				JOB # 1 TOTAL LABOR & PARTS		0.00	
FP-NUMBER							
DESCRIPTION							
UNIT PRICE							
JOB # 2 01FOZ				TECH(S): 9707		WARRANTY	
MAINTENANCE							
PERFORM 15 K MAINT. QUALITY CARE.							
PERFORM MAINT. CUST. DECLINED TIRE ROTATION, TIRES WOULD NEED TO BE BROKE DOWN AND REROUTED TO ROTATE.							
PARTS				JOB # 2 TOTAL PARTS		0.00	
QTY				JOB # 2 TOTAL LABOR & PARTS		0.00	
FP-NUMBER							
DESCRIPTION							
UNIT PRICE							
JOB # 2				1		FL-2016	
KIT-OIL FLTR E						WARRANTY	
JOB # 2				3		XO-15M40-5050	
OIL-ENG LUB						WARRANTY	
JOB # 2				1		3C3Z-9N184-CA	
KIT-FL/FLTR EL						WARRANTY	
JOB # 2				1		VC-8	
ADD COOL						WARRANTY	
JOB # 3 04FOZ01				TECH(S): 9307		WARRANTY	
OWNER NOTIFICATION							
RECALL 0312 ENGINE EMISSION CONTROL INFO.							
CUST. INSTALLED STICKER.							
CP-0312							
INSPECT/CUST. INSTALLED STICKER							
PARTS				JOB # 3 TOTAL PARTS		0.00	
QTY				JOB # 3 TOTAL LABOR & PARTS		0.00	
FP-NUMBER							
DESCRIPTION							
UNIT PRICE							
ESTIMATE							
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING							
ORIGINAL ESTIMATE OF \$0.00 (+TAX)							
COMMENTS							
WORK							
TECHNICIAN CERTIFICATION							
9707				ROBERT W KAHN		M190759	
9307				JAMES W. MORRISSEY		M200953	

Service Work Order

"B"

Blue Oval Certified

HUNTINGTON

FORD

 2880 S. Rochester Road
 ROCHESTER HILLS, MICH. 48307
 Phone (248) 852-0400
 Facsimile (248) 852-1688
 www.huntingtonford.com

 State Registration No.
 F103626

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO	TOTAL	OPERATION	OPERATION DESCRIPTION	MO	TOTAL
01FOZZ1500P	15,000 MILE SERVICE	MI					

SERVICE HISTORY

DATE	REPAIR ORDER	RELEASE	AD/ADDR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
12/03/03	232623	14333	9597	9707	W	06FDZ	TRANSMISSION
				9707	W	01FDZ	MAINTENANCE
				9307	W	04FDZ01	OWNER NOTIFICATION
08/05/03	226168	9568	9452	9056	W	18FOZ	QUICK LUBE OPERATION
08/03/03	222450	4626	9452	9041	W	18FOZ	QUICK LUBE OPERATION
03/18/03	218235	10	9364	9016	E	87FOZ	NEW VEHICLE PREP

SALESPERSON NO. 9122

CHRISTOPHER DILLAW

SERVICE

STATE REG# F-103686

TERMS <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CHECK <input type="checkbox"/> PRICE REDUCTION <input type="checkbox"/> OTHER	VEHICLE ID. NO. 1FTWW33P23E	YEAR/MAKE/MODEL 03/FORD TRUCKS-CITY & 350 DRW/ESD	INSTRUCTIONS DATE 03/21/03	STOCKING 23561	LICENSE NO. 23561	REG. NO. 23561
CALL WHEN READY <input type="checkbox"/> YES <input type="checkbox"/> NO	ADDRESS ROCHESTER HILLS, MI	COLOR DK SHADOW GREY, ML TOTAL CARE	DELIVERY DATE 03/21/03	DELIVERY MILE 100,000	MILEAGE 9025	MILEAGE 9025
DEALER 248-852-8408	VIN 09124MLD203D4	TIRE 15708	CONTRACT NO. 9597	SALES DAVID D HARRIS	SALES DAVID D HARRIS	SALES DAVID D HARRIS

ORIGINAL CUSTOMER ESTIMATE	PARIS	LABOR	TOTAL
	0.00	0.00	0.00

PERFORM REPORT CARD INSPECTION ALL TIRES AT 80 LBS COLD CK INTERCOOLER LINE AND TUBE. GET ROB IF NEEDED. SEE HIST.	DATE 03/21/03	TIME 10:00	BY DAVID D HARRIS
--	-------------------------	----------------------	-----------------------------

AIR MINDER FILTER. REPLACE MAINTENANCE CARE	IDENTIFICATION DAVID D HARRIS
--	---

PEB4-878 836D

Blue Oval Certified

HUNTINGTON FORD

2800 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1688
www.huntingtonford.com



State Registration No.
F103686

"B"

WORK ORDER NO. 4645	TECH(D) DAVID D HARRIS 9597	TECH(S) 9025	DATE 02/03/04	FOCUS 235618
LABOR RATE	15,208	COLOR DK SHADOW G	BROOK NO.	
VEHICLE MAKE	03/FORD TRUCK/S-UTY F-350 DRW/F350 S	DELIVERY DATE 03/21/03	DEALER NAME	PRODUCTION DATE
VEHICLE MODEL	1 F T W W 3 3 P 2 3 E	DATE 02/03/04		
F.T.S. NO.	A.C. NO.			
CDR NO.				

LABOR & PARTS		TECH(S):9968		0.00	REPAIRS PROPERLY COMPLETED & CHECKED BY: AUTHORIZED REPRESENTATIVE ALL PARTS NEW ORIGINAL EQUIPMENT UNLESS OTHERWISE SPECIFIED.
JOB 1 01F0299P REPORT CARD INSP PERFORM REPORT CARD INSPECTION ALL TIRES AT 80 LBS COLD. CK INTERCOOLER LINE AND TUBE. GET ROB IF NEEDED. SEE MIST. SET ALL TIRES GRK GTR					
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 1 TOTAL PARTS 0.00	
				JOB # 1 TOTAL LABOR & PARTS 0.00	
JOB 2 01F02 MAINTENANCE AIR MINDER FILTER. REPLACE. MAINTENANCE CARE. COMPLETED		TECH(S):9968		WARRANTY	
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1	FA-1746	FLTR-AIR CLEAN	WARRANTY 0.00	
				JOB # 2 TOTAL PARTS 0.00	
				JOB # 2 TOTAL LABOR & PARTS 0.00	
JOB 3-15F02EBK CONDITION GREEN CHECKED AND OK/CONDITION GREEN/ disc over 5mm-drum over 2mm		TECH(S):9968			
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 3 TOTAL PARTS 0.00	
				JOB # 3 TOTAL LABOR & PARTS 0.00	
JOB 4-15F02GTRE GREEN CONDITION TIRE TREAD DEPTH CHECKED AND OK/ 7/32ND OR GREATER		TECH(S):9968			
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 4 TOTAL PARTS 0.00	
				JOB # 4 TOTAL LABOR & PARTS 0.00	
ESTIMATE CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)					

Blue Oval Certified

HUNTINGTON FORD

2890 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1000
www.huntingtonford.com



State Registration No.
F103686

"B"

CUSTOMER NO. 4645	NAME DAVID D HARRIS	DOB 9597	DOB NO 9025	DATE 02/03/04	PLATE F03235618
ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS	ADDRESS
ROCHESTER HILLS, MI			15,208	DR SHADOW G	BOOK NO.
	VEHICLE MAKE (YEAR)	VEHICLE MODEL	VEHICLE YEAR	VEHICLE TYPE	VEHICLE COLOR
	03/FORD TRUCK/S-DUTY	F350 DRW/F350	03/21/03		DELIVERY MILES
	VEHICLE ID NO.	VEHICLE ID NO.	VEHICLE ID NO.	VEHICLE ID NO.	VEHICLE ID NO.
	1 F T W W 3 3 P 2 3				PRODUCTION DATE
	VEHICLE	VEHICLE	VEHICLE	VEHICLE	VEHICLE
				02/03/04	

TECHNICIAN CERTIFICATION
5364 DAVID WATT

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN
COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

STATE REGISTRATION #'S F-103686
F-105543 (COLLISION SHOP)

TOTAL LABOR.... 0.00
TOTAL PARTS.... 0.00
TOTAL SUBLET.... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG.... 0.00
TOTAL MISC DISC.... 0.00
TOTAL TAX..... 0.00

TOTAL INVOICE \$ 0.00

REPAIRS PROPERLY COMPLETED &
CHECKED BY:

FEB 03 2004

AUTHORIZED REPRESENTATIVE

ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED.

CUSTOMER SIGNATURE

IMPORTANT

YOU MAY RECEIVE
ADDITIONAL QUESTIONNAIRES
FROM FORD MOTOR COMPANY IN
THE FUTURE IF FOR ANY REASON
YOU CANNOT GRADE US
"COMPLETELY SATISFIED." PLEASE
CONTACT DARRYL GALICA
THANK YOU,
HUNTINGTON FORD, INC.
(248) 844-8873





BELLEVUE LOCATION
10788 S.E. US HIGHWAY 441
BELLEVUE, FL 34420-3442
(352) 246-8181
MY# 34433

OCALA LOCATION
2818 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MY# 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-5888
MY# 34434

"B"

CHECK (✓) APPROVED BY:

CLASS RENTAL	ADDITIONAL EQUIPMENT	SALES TAX
\$	\$	\$
PAYEE	LABOR	TOTAL

Authorized Signature (and Date)

As shown by vehicle details, a vehicle history may be obtained. However, no guarantee is made by the company as to the accuracy of the information. The company is not responsible for any damage to the vehicle or any loss of the vehicle. The company is not responsible for any damage to the vehicle or any loss of the vehicle. The company is not responsible for any damage to the vehicle or any loss of the vehicle.

(Name) (Address) (City, State, Zip) (Phone) (Fax)

**ALL PARTS ARE NEW UNLESS
OTHERWISE SPECIFIED**

INVOICE TO: [REDACTED] DRIVER/OWNER INFORMATION -- INVOICE: M55658

ROCHESTER MI [REDACTED] ROCHESTER MI [REDACTED]

HOME: [REDACTED] HOME: [REDACTED]

FOR OFFICE USE

TAG: 5635 ADV: 180 BARTON, B INVOICE: PRELIM WAR C W GR VIN 1FTWU33P231 [REDACTED] LICENSE NUMBER: 1

TAX RULES: YY11N INVOICED: 02/12/2004 14:11:50 03 FORD F-350 SD 4WD DRW CREW CAB

ODOMETER IN: 17050 OUT: 17050 DIST: FMT DATES INSERVICE: 032103 PRODUCTION: 031003

DATES BEGIN: 02/12/04 DONE: 02/12/04

CONCERN	CAUSE	OPERATION	TECH	HOURS	AMOUNT
51	CUSTOMER STATES WATER IN FUEL LIGHT KEEPS COMING OFF AND ON	126510	153	.2	
CORRECTION BODY / CHASSIS / ELECTRICAL (BCE) - TEST					
51-1	EXTRA TIME TO REPEAT FINAL QUICK TEST	126510X1	153	.1	
51-2	BODY/CHASSIS/ELECTRICAL PIN POINT TEST - DIAGNOSIS	1265102	153	.3	
51-3	REPLACE WATER IN FUEL SENSOR	WT98249	153	.5	

TECH NOTES: WATER IN FUEL LIGHT ON PERFORM BCE DIAG PINPOINT TEST PASS DRAIN
RESISTOR REINSPECT LIGHT STILL ON RAI WATER IN FUEL MODULE AND CLEAN
CONTAMINATION REASSEMBLE LIGHT STILL ON REPLACE WATER IN FUEL MODULE
WITH UPDATE NO FURTHER WATER IN FUEL LIGHT ON AT THIS TIME

PART NUMBER	QTY	DESCRIPTION	SEL
FMC 3C32 90249 AD	1	ADPT-FU/FLTR	

FACTORY CONCERN CD: L69 COND CODE: 42
REPAIR TYPE 01 VISIT 1 CODES -

ATTENTION: THE FOLLOWING INVOICES ALSO EXIST
A CUS - CUSTOMER PAY
IF YOU HAVE ANY QUESTIONS - PLEASE SEE GREG N. BARTON

PAGE 1
LAST PAGE

CHARGE AUTHORIZED BY:

CUSTOMER

FED4-078 8364



BELLEVUE LOCATION
10788 S.E. 128 HIGHWAY 441
BELLEVUE, FL 34420-3442
(352) 245-8181
MW 34433

OCALA LOCATION
2818 N.W. PINE AVE.
OCALA, FL 34475
(352) 732-4800
MW 34432

BODY SHOP LOCATION
2240 N.W. PINE AVE.
OCALA, FL 34475
(352) 351-8888
MW 34434

"B"

TOTAL APPROXIMATE DOLLARS		
CLASS CHASSIS	CHASSIS BODY	PAINT BODY
\$	\$	\$
PARTS	LABOR	TOTAL
<small>Signature Required Post Date We warrant our services for 12 months or 100,000 miles, whichever comes first. This warranty is void if the vehicle is used for racing or other illegal purposes. We warrant our parts for 12 months or 100,000 miles, whichever comes first. This warranty is void if the parts are used for racing or other illegal purposes. We warrant our labor for 12 months or 100,000 miles, whichever comes first. This warranty is void if the labor is used for racing or other illegal purposes.</small>		
<small>OWNER, GENERAL MANAGER, OR AUTHORIZED PERSON</small>		

**ALL PARTS ARE NEW UNLESS
OTHERWISE SPECIFIED**

INVOICE TO		DRIVER/OWNER INFORMATION -- INVOICE: C65568	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 5635 ADV: 180 BARTON, INVOICED: 02/12/2004 14:11:50 GR 03 F-350 SD		LICENSE NUMBER: 1	
<p>FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL. (\$559.904(4))</p> <p>THE STATE OF FLORIDA REQUIRES A \$1.00 FEE TO BE COLLECTED FOR EACH NEW TIRE SOLD IN THE STATE (\$5,403.718). AND A \$1.50 FEE TO BE COLLECTED FOR EACH NEW OR REMANUFACTURED BATTERY SOLD IN THE STATE (\$5,403.7185).</p>			

PAGE 2
LAST PAGE

CHARGE AUTHORIZED BY:

CUSTOMER

PEB4-076 0365

ON LINE SERVICE INVOICING BY 1008 8 1999

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HUNTINGTON FORD

2890 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1889
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State Registration No.
F103686

"B"

4645	MATTHEW R WEYERS	9452	5867	03/18/04	F0C238080
	LABOR RATE		21,847	DR SHADOW G	ITEM NO.
ROCHESTER HILLS, MI	VEHICLE MAKE / MODEL	03/FORD TRUCK/S-DTY F-350 DRW/F350		03/21/03	DELIVERY MILE
	VEHICLE VIN	1FTFW33P23E		DEALER DEALER NO.	PRODUCTION DATE
	R.C. NO.	J.D. NO.		03/18/04	

LABOR & PARTS				WARRANTY	
JOB # 1 INFOZOP 6.0 LITER LDF DIESEL ESP MAINT/ PERFORM MAZO (DIESEL) LDF. MULTIPONT COMPLETED 15QTS				REPAIRS PROPERLY COMPLETED & CHECKED BY:	
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	FL-2016	KIT-OIL FLTR E		
JOB # 1	3	XO-15M40-50SD	OIL-ENG LUB		
JOB # 1 TOTAL PARTS				0.00	
JOB # 1 TOTAL LABOR & PARTS				0.00	
JOB # 2 INFOZ QUICK LUBE OPERATION INSTALL CUSTOMER SUPPLIED TURBO HOSE CLAMPS SEE MAT INSTALLED 1 CLAMP ON TUBE PER CUST REQUEST				TECH(S): 9085	
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 2 TOTAL PARTS				0.00	
JOB # 2 TOTAL LABOR & PARTS				0.00	
ESTIMATE					
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)					
TOTALS					
TECHNICIAN CERTIFICATION 9384 DAVID WATT				TOTAL LABOR	0.00
				TOTAL PARTS	0.00
				TOTAL SUBLET	0.00
				TOTAL G.O.G.	0.00
				TOTAL MISC CHG.	0.00
				TOTAL MISC DISC.	0.00
				TOTAL TAX	0.00
				TOTAL INVOICE \$	0.00

ALL REPAIRS AND PARTS LISTED HERE FURNISHED IN
COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

STATE REGISTRATION #5 F-103686
F-103543 (COLLISION SHOP)

CUSTOMER SIGNATURE

ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED.

MAR 18 2004

IMPORTANT

YOU MAY RECEIVE
ADDITIONAL QUESTIONNAIRES
FROM FORD MOTOR COMPANY IN
THE FUTURE. IF FOR ANY REASON
YOU CANNOT GRADE US
"COMPLETELY SATISFIED," PLEASE
CONTACT DANNY L. GALEA.
THANK YOU,
HUNTINGTON FORD, INC.
(248) 844-8073

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HUNTINGTON FORD

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ROCHESTER HILLS, MICH. 48307
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Facsimile (248) 852-1559
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State Registration No.
F103586

"B"

VEHICLE # 4645	TECHNICIAN NATHAN LECKIE 9060	EST NO 3827	DATE 05/19/04	WARRANTY F0CS241647
ROCHESTER HILLS, MI	LABOR TIME 25,605	MESSAGE 25,605	OR SHADOW G	TRUCK NO.
	03/FORD TRUCK/S-DUTY F-350 DRN/F350 S		03/21/03	DELIVERY DATE
	1 F1 W 3 3 P 2 3 E		05/18/04	PRODUCTION DATE

LABOR & PARTS					REPAIRS PROPERLY COMPLETED & CHECKED BY:	
JOB # 1 01FOZ MAINTENANCE PERFORM 25K. NORMAL SERVICE. #025 COMPLETED 25 K SERVICE.					WARRANTY WARRANTY WARRANTY	
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE		
JOB # 1	1	FL-2016	KIT-OIL FLTR E		WARRANTY	
JOB # 1	3	XO-15M40-5050	OIL-ENG LUB		WARRANTY	
JOB # 1	1	XO-15M40-QSD	OIL ENG LUB		WARRANTY	
				JOB # 1 TOTAL PARTS	0.00	
				JOB # 1 TOTAL LABOR & PARTS	0.00	
JOB # 2 02FOZ LIGHT REPAIR REAR TAILGATE GUARD CAME OFF, BEEN COMING OFF FOR A WHILE VERIFIED CONCERN TAILGATE CAP DEFECTIVE CC-42					WARRANTY	
PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE		
JOB # 2	1	2C3Z-9940502-AAA	MLDG ASY-TLGT		WARRANTY	
				JOB # 2 TOTAL PARTS	0.00	
				JOB # 2 TOTAL LABOR & PARTS	0.00	
TECHNICIAN CERTIFICATION						
9796 MICHAEL V WILLIAMS					H219463	
TOTALS						
TECHNICIAN CERTIFICATION						
9354 DAVID WATT						
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)						
STATE REGISTRATION #S F-103686						
F-105543 (COLLISION SHOP)						
TOTAL LABOR					0.00	
TOTAL PARTS					0.00	
TOTAL SUBLET					0.00	
TOTAL G.O.G.					0.00	
TOTAL MISC CHG.					0.00	
TOTAL MISC DISC					0.00	
TOTAL TAX					0.00	
TOTAL INVOICE \$					0.00	
CUSTOMER SIGNATURE						

ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED.



MAY 19 2004

FE04-070 8368

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State Registration No.
F103686

"B"

PAN
SAUNDERS

CUSTOMER NO. 4645		NAME LARRY KRIS		DOB 09/09	AGE 61.59	DATE 07/13/04	BOOK NO. F02244643
ROCHESTER HILLS, MI		LABOR 29,401		COLOR DK SHADOW G		STOCK NO.	
		VIN 03/FORD TRUCK/S-DTY F-350 DRW/F350 S		DATE 03/21/03		CITY/MILE	
		I F T W W 3 3 P 2 3 E		Selling Dealer No.		PRODUCTION DATE	
		R.T.S. NO.		A.S. No.		07/12/04	
<p>LABOR & PARTS</p> <p>JOB # 1 04F02 ENGINE PERFORMANCE TECH(S):9027 WARRANTY</p> <p>CUST STATES TURBO HOSE KEEPS COMING OFF 3RD TIME CAME OFF. CUST. WOULD LIKE HOSE REPLACED. P/O PER LARRY PERFORM SSH 17288 REPLACE CAC TUBE WITH UPDATED TUBE ALSO PERFORM SSH 16662 REMOVE CAC CLEAN OUT OIL AND INSTALL CAC TEST DRIVE 4 MILES OR STRAIGHT TIME REQUESTED FOR SSH16662</p> <p>PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE WARRANTY</p> <p>JOB # 1 1 4C3Z-6C646-BA OCT ASY-ENG CH JOB # 1 TOTAL PARTS 0.00</p> <p>JOB # 1 TOTAL LABOR & PARTS 0.00</p> <p>JOB # 2 01F02 MAINTENANCE TECH(S):9915 WARRANTY</p> <p>PERFORM ESP MAINTENANCE 30K COMPLETED 30K MAINT</p> <p>PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE WARRANTY</p> <p>JOB # 2 1 FL-2016 KIT-OIL FLTR E WARRANTY</p> <p>JOB # 2 3 XO-15M40-5050 OIL-ENG LUB WARRANTY</p> <p>JOB # 2 1 3C3Z-9M1B4-CA KIT-FU/FLTR EL WARRANTY</p> <p>JOB # 2 1 3C3Z-7A098-AA FILTER & SEAL WARRANTY</p> <p>JOB # 2 8 KT-6-QSP FLU TRANS AUTO WARRANTY</p> <p>JOB # 2 TOTAL PARTS 0.00</p> <p>JOB # 2 TOTAL LABOR & PARTS 0.00</p> <p>JOB # 3 02F01 OWNER NOTIFICATION TECH(S):9915 WARRANTY</p> <p>NO WORK PERFORMED ON THIS LINE. ORDERED PARTS</p> <p>PARTS QTY FP-NUMBER DESCRIPTION UNIT PRICE WARRANTY</p> <p>JOB # 3 0 W040983-5385A STD PART ON SPECIAL ORDER</p> <p>** QUANTITY 1 IS SPECIAL ORDERED **</p> <p>JOB # 3 TOTAL PARTS 0.00</p> <p>JOB # 3 TOTAL LABOR & PARTS 0.00</p> <p>TECHNICIAN CERTIFICATION</p> <p>9027 BRIAN W BOBBITT #206432</p>							

REPAIRS PROPERLY COMPLETED &
CHECKED BY:

ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED

Service Work Order

Blue Oval Certified

HUNTINGTON FORD

2690 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1989
www.huntingtonford.com

FORD

State Registration No.
F103686

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	DOZN	TOTAL	OPERATION	OPERATION DESCRIPTION	DOZN	TOTAL
01FOZZ30000P	30,000 MILE SERVICE	MS					

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
05/18/04	241847	25605	9060	9796	W	01FOZ	MAINTENANCE
04/28/04	240445	23540	9597	9057	W	02FOZ	LIGHT REPAIR
03/18/04	238080	21847	9452	9307	W	04FOZ	ENGINE PERFORMANCE
02/03/04	235618	15208	9597	9085	C	1BFOZD31P	6.0 LITER LOF DIESEL
				9968	C	01FOZ99P	QUICK LUBE OPERATION
							REPORT CARD INSP

CUSTOMER NO. 9122

CHRISTOPHER J DILLAW

SERVICE

STATE REG# F-103886

TERMS	VEHICLE ID NO.	VEHICLE MAKE	PRODUCTION DATE	STOCK NO.	R.O. NO.
ON <input type="checkbox"/>	1FTWW33P23E	03/FORD TRUCK/S-DTY F-350 DRW/F350			244643
OFF <input type="checkbox"/>					
COL <input type="checkbox"/>		4645 EASY CARE	DELIVERY DATE	DELIVERY MILES	DELIVERY MILEAGE
ALL <input type="checkbox"/>			03/21/03		07/12/04
WHEN <input type="checkbox"/>	ROCHESTER HILLS, MI	DK SHADOW GREY/MTOTALCARE	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES
READY <input type="checkbox"/>				03/21/08	100,000
					6159
			TURBO	MPG	ADVISOR
			FOZZ	5	LARRY KRIS
				29,401	
				9099	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

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 parts or delays in parts shipment by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of making repair work. The customer's name is hereby acknowledged as given which is to be used in the event of an accident. I understand that payment in full of my bill is required upon completion of the above vehicle and the repair work has been paid in full or will be paid by my employer upon satisfactory completion of the vehicle to me.

TIME RECEIVED: 09:27am DATE: 07/12/04 TIME PROMISED: 08:15pm PRIORITY: 2

LABOR RATE: \$9.99

DATE OF SERVICE: 07/12/04

ORIGINAL CUSTOMER ESTIMATE: PARTS LABOR TOTAL

ORIGINAL ESTIMATE

TOTAL HOURS

PARTS	LABOR	TOTAL	HOURS
PARTS	LABOR	TOTAL	HOURS
DATE	TIME	BY	

IDENTIFICATION

- 1 W * 04FOZ ENGINE PERFORMANCE
CUST STATES TURBO HOSE KEEPS COMING OFF

- 2 W * 01FOZ MAINTENANCE
PERFORM ESP MAINTCARE 30K





HUNTINGTON FORD

2000 S. Rochester Road
ROCHESTER HILLS, MICH. 48307
Phone (248) 852-0400
Facsimile (248) 852-1889
www.huntingtonford.com



State Registration No.
F103686

"B"

2973)

CUSTOMER NO. 4645	CARRY KRIS 9095	6159	07/13/04	F0C5244643
ROCHESTER HILLS, MI	UNIFORM PRICE 29,401	DR SHADOW G	STOCK NO.	
	US/FORD TRUCK/S-DTY F-350 DRW/F350 S	03/21/03	DELIVERY DATE	
	1 F T W N 3 3 P 2 3 E	SALES ORDER NO.	PRODUCTION DATE	
	FEEL NO.	NAME	07/12/04	
	COMPONENT			

TECHNICIAN CERTIFICATION
5364 DAVID WATT

ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN
COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

STATE REGISTRATION #'S F-103686
F-105543 (COLLISION SHOP)

TOTAL LABOUR.... 0.00
TOTAL PARTS.... 0.00
TOTAL SUBLET.... 0.00
TOTAL G.O.S.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC MISC 0.00
TOTAL TAX..... 0.00

TOTAL INVOICE \$ 0.00

REPAIRS PROPERLY COMPLETED &
CHECKED BY:

AUTHORIZED REPRESENTATIVE

ALL PARTS NEW ORIGINAL
EQUIPMENT UNLESS
OTHERWISE SPECIFIED.

CUSTOMER SIGNATURE

IMPORTANT
YOU MAY RECEIVE
ADDITIONAL QUESTIONNAIRES
FROM FORD MOTOR COMPANY IN
THE FUTURE IF FOR ANY REASON
YOU CANNOT GRABE US
"COMPLETELY SATISFIED," PLEASE
CONTACT BARRYL GALKA
THANK YOU,
HUNTINGTON FORD, INC.
(248) 844-3077





PARTS & SERVICE
HOURS
MON - FRI.
7:30 AM - 6:00 PM
SAT.
8:00 AM - 5:00 PM

GRAND TRAVERSE AUTO

5464 N. U.S. 31 SOUTH • TRAVERSE CITY, MICHIGAN 49684
(231) 822-2022 www.regionalfordcenter.com (231) 922-2000

BROCH. PUBL. NO.
F 102602
P & A CODE
098 08-4

"B"

CUSTOMER NO. 48244		ADDRESS BRIGGETT SPENCER 548		TAB NO.	DATE 07/20/04	WORKSHEET NO. F005199435
ROCHESTER HILLS, MI		LABOR RATE	MILEAGE 29,731	COLOR WHT/CR	STOCK NO.	
		YEAR/MAKE/MODEL 03/FORD TRUCK/F350/CREW	DELIVERY DATE		DELIVERY MILES	
		VEHICLE NO. 1F4H4W33P23E	BILL TO DEALER NO.		PRODUCTION DATE	
		F.T.E. NO.	P.O. NO.	DATE 07/28/04		
		COMMENTS		NO: 29731		
LABOR & PARTS J# 1 13FOZ ENGINE DIESEL TECH(S):113 CUSTOMER STATES THE VEHICLE STALLS AT IDLE AND THE IDLE DROPS LOW AND WHEN YOU GIVE IT GAS IT DOES RESPOND (CUST JUST HAS IT WORKED ON), HARD START - LONG CRANK, (INTERMITT BUT MAKES NO DIFFERENCE IF IT IS COLD OR WARM START), RUNS ROUGH EEC TEST, CODES P0102, P0263, P0266, P0401, P2263. PERFORMED DIAG PER DIESEL DIAG SHEET ATTACHED. INSPECTED EGR VALVE TRAVEL - NOT IN SPEC, REPLACED EGR VALVE, RETEST, ROADTEST, OK.				WARRANTY    <p>Preventative Maintenance Pays!</p>		
PARTS -----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE----- JOB # 1 1 3C32-9F452-AC VLV ASY-E/G/H JOB # 1 TOTAL PARTS 0.00 JOB # 1 TOTAL LABOR & PARTS 0.00				WARRANTY 0.00		
ESTIMATE ----- CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF 40.00 (+TAX) TECHNICIAN CERTIFICATION----- 113 RODNEY E HONAN M117038						
TOTALS ----- <input type="checkbox"/> Cash <input type="checkbox"/> Check # <input type="checkbox"/> Charge <input type="checkbox"/> OTHER <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> Am,Express ** FORD Parts have a 12 month/ 12,000 mile Warranty ** *** THANK YOU for your business ***				TOTAL LABOR..... 0.00 TOTAL PARTS..... 0.00 TOTAL SUBLET..... 0.00 TOTAL G.O.B..... 0.00 TOTAL MISC CHG..... 0.00 TOTAL MISC DISC..... 0.00 TOTAL TAX..... 0.00 TOTAL INVOICE \$ 0.00		
CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****				For Comments, Suggestions & Future Discounts E-Mail Us, Your Blue Oval Certified Dealer At: service@mail.gtauto.com THANK YOU REPAIRS PROPERLY COMPLETED AND CHECKED BY: X  AUTHORIZED REPRESENTATIVE		

CERTIFIED MAIL



LAW OFFICES
431 SOUTH STREET
K-CHESTER, MI 48307

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