

FORD
12/2/2004
APPENDIX F-2
PART 3 OF 4
BOOK 2 OF 4

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OGEMAW

[REDACTED]

Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware
Corporation and DEAN ARBOUR FORD, INC.,
a Michigan Corporation, Jointly and Severally,

Defendants.

CONSUMER LEGAL SERVICES, P.C.
CHRISTOPHER M. LOVASZ P-44472
MARK ROMANO P-44014
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 281-4700

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

COMPLAINT AND JURY DEMAND

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

1. Plaintiff is a resident of the City of Petoskey, Emmet 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 vehicles and related equipment, with its registered office in the City of Dearborn, Wayne County, Michigan.

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

4. On or about April 17, 2003, Plaintiff leased a new 2003 Ford F250, VIN 1FTSW31P238 [REDACTED] (hereinafter referred to as "2003 F250"), from the Lessor which was manufactured by the Manufacturer (see copy of Vehicle Lease Agreement attached as Exhibit A).

5. Along with the lease of the 2003 F250 Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Lessor (a copy of the written warranty is in the possession of the Defendants).

CONSUMER LEGAL SERVICES

6. Plaintiff has taken the 2003 F250 to the Manufacturer's authorized agent/dealer, Lessor, on at least six (6) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2003 F250 include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
01/12/04	30,171	79249	<u>ENGINE DEFECT</u> : Ran rough, lost power and stalled
01/16/04	30,172	79351	<u>CD/STEREO DEFECT</u> : CD player cuts out when playing cd
01/26/04	30,354	119972	<u>ENGINE DEFECT</u> : Engine turns over, won't start; stalled out 4 times coming from Wolverine; vehicle towed in
01/28/04	30,587	79552	<u>ENGINE DEFECT</u> : Runs rough and stalls; will not restart for 1 hour
02/02/04	30,587	79644	<u>ENGINE DEFECT</u> : Runs poor and stalls out, no power
04/07/04	35,797	41897	<u>ENGINE DEFECT</u> : Engine loses power and quits while driving

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

8. The amount in controversy 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
BREACH OF EXPRESS WARRANTY

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

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

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

12. The 2003 F250 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

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

14. Plaintiff's lease of the 2003 F250 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its sale of the vehicle.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 2003 F250 free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 2003 F250 had defects and problems after Plaintiff purchased the vehicle as discussed above.

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

CONSUMER LEGAL SERVICES

18. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 2003 F250.

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

20. The Manufacturer and Lessor have failed to adequately repair the 2003 F250 and/or have not repaired the 2003 F250 in a timely fashion, and the 2003 F250 remains in a defective condition.

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2003 F250's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

22. The 2003 F250 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2003 F250.

24. The Manufacturer and Lessor induced Plaintiff's acceptance of the 2003 F250 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.

25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2003 F250 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2003 F250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

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

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;
- C. To cancel the lease contract and pay off the balance on the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

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

30. The 2003 F250 was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

31. The 2003 F250 was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2003 F250 unmerchantable.

33. The manufacturer and Lessor failed to adequately remedy the defects in the 2003 F250; and the 2003 F250 continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Defendants:

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

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

C. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;

D. To cancel the lease contract covering the 2003 F250 and pay off the balance on the contract;

CONSUMER LEGAL SERVICES

- E. For consequential, incidental and actual damages;
- F. Costs, interest and actual attorneys' fees; and
- G. Such other relief this Court deems appropriate.

COUNT III
REVOCATION OF ACCEPTANCE

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

35. Plaintiff accepted the 2003 F250 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

38. The nonconformities substantially impaired the value of the 2003 F250 to the Plaintiff.

39. Plaintiff had previously notified Manufacturer and Lessor of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2003 F250 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

CONSUMER LEGAL SERVICES

40. Manufacturer and Lessor have nevertheless refused to accept return of the 2003 F250 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 Defendants:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;

C. To cancel the lease contract covering the 2003 F250 and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

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

F. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF EXPRESS WARRANTY

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

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

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

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

CONSUMER LEGAL SERVICES

45. The 2003 F250 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2803 (h).

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

47. Plaintiff's lease of the 2003 F250 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Lessor. Whereby said warranty was part of the basis of the bargain of the lease contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Lessor for its lease of the 2003 F250.

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

49. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Lessor would provide repair of the 2003 F250 free of charge to Plaintiff under specific terms as stated in the express warranty.

50. In fact, Plaintiff discovered the 2003 F250 had defects and problems after Plaintiff purchased said vehicle as discussed above.

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

52. Plaintiff has provided the Lessor and the Manufacturer with sufficient opportunities to repair or replace the 2003 F250.

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

CONSUMER LEGAL SERVICES

54. The Manufacturer and Lessor have failed to adequately repair the 2003 F250 and/or have not repaired the 2003 F250 in a timely fashion, and the 2003 F250 remains in a defective condition.

55. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2003 F250's defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose.

56. The 2003 F250 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

57. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2003 F250.

58. The Manufacturer and Lessor induced Plaintiff's acceptance of the 2003 F250 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

59. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2003 F250 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

CONSUMER LEGAL SERVICES

60. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2003 F250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, pursuant to M.C.L.A. 440.2969 (4), Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the use of the good accepted and the value it would have had if it had been as warranted for the lease term.

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

WHEREFORE, Plaintiff prays for judgment against Defendants:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;

C. To cancel the lease contract covering the 2003 F250 and payoff the balance on the same;

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

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

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

CONSUMER LEGAL SERVICES

COUNT V
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

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

64. The 2003 F250 was subject to implied warranties of merchantability under MCLA 440.2862, running from the Manufacturer and the Lessor to the benefit of Plaintiff.

65. The 2003 F250 was not fit for the ordinary purpose for which such goods are used.

66. The defects and problems hereinbefore described rendered the 2003 F250 unmerchantable.

67. The Manufacturer and Lessor failed to adequately remedy the defects in the 2003 F250 and the 2003 F250 continued to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;

CONSUMER LEGAL SERVICES

D. To cancel the lease contract covering the 2003 F250 and pay off the balance on the same;

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

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

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

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

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

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

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

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

72. The 2003 F250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

73. The 2003 F250 was manufactured, sold and purchased after July 4, 1975.

74. The express warranty given by the Manufacturer pertaining to the 2003 F250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(8).

CONSUMER LEGAL SERVICES

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

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

WHEREFORE, Plaintiff prays for judgment against Defendants:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;

C. To cancel the lease contract covering the 2003 F250 and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

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

F. Such other relief this Court deems appropriate.

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

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

CONSUMER LEGAL SERVICES

78. The above-described actions on the part of the Lessor and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 16 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor.

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;

C. To cancel Plaintiff's retail installment contract and pay off the balance on the contract;

D. For consequential, incidental and actual damages;

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

F. Such other relief this Court deems appropriate.

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

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

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

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

CONSUMER LEGAL SERVICES

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

(a) The Manufacturer and Lessor represented to Plaintiff the 2003 F250 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Lessor represented to Plaintiff the 2003 F250 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 2003 F250, the Manufacturer and Lessor have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Lessor have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2003 F250.

(e) The Manufacturer and Lessor have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2003 F250 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2003 F250 to be other than they actually were.

CONSUMER LEGAL SERVICES

(g) The Manufacturer and Lessor have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2003 F250 to be other than it actually was.

(h) The Manufacturer and Lessor have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2003 F250 to Plaintiff.

(i) The Manufacturer and Lessor 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 Lessor 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.

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

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

COUNT IX
BREACH OF CONTRACT

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

CONSUMER LEGAL SERVICES

85. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2003 F250 to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

86. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 2003 F250 created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

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

WHEREFORE, Plaintiff prays for judgment against Defendants:

- A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 2003 F250;
- B. For incidental, consequential, exemplary and actual damages;
- C. For costs and expenses, interest, and actual attorneys' fees; and
- D. Such other relief this Court deems appropriate.

COUNT X
RESCISSION OF CONTRACT

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

CONSUMER LEGAL SERVICES

89. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2003 F250 to Plaintiff. The limited warranty provided the Lessor would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

90. The limited warranty, given by the Manufacturer and adopted by the Lessor when the Lessor serviced and repaired the 2003 F250 created a contractual relationship between the Manufacturer/Lessor and Plaintiff.

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

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

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

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

A. That this Court order a rescission of the lease contract covering the 2003 F250 by ordering Defendants to refund all monies paid by Plaintiff and ordering Plaintiff to return the 2003 F250 to the Defendants;

- B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the lease of the 2003 F250;
- C. For incidental, consequential, exemplary and actual damages;
- D. For costs and expenses, interest, and actual attorneys' fees; and
- E. Such other relief this Court deems appropriate.

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

94. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 93 as though herein fully restated and realleged.

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

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

97. The 2003 F250 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

98. The 2003 F250 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

99. The express warranty given by Manufacturer, covering the 2003 F250 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

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

101. Plaintiff's 2003 F250 has been subject to a reasonable number of repair attempts for the aforementioned defects:

CONSUMER LEGAL SERVICES

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

(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.

102. 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.

103. Manufacturer's attempted repair was unsuccessful as the 2003 F250 continues to manifest the aforementioned defects.

104. The aforementioned defects substantially impair the use or value of the 2003 F250 to the Plaintiff and/or prevent the 2003 F250 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2003 F250 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 lease price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

CONSUMER LEGAL SERVICES

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

D. Incidental and consequential damages.

E. For prejudgment interest.

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

COUNT XII
REVOCATION OF ACCEPTANCE

105. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 104 as though herein fully restated and realleged.

106. Plaintiff accepted the 2003 F250 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.

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

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

109. The nonconformities substantially impair the value of the 2003 F250 to the Plaintiff.

CONSUMER LEGAL SERVICES

110. Plaintiff has previously notified Manufacturer and Lessor of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2967 and demanded the refund of Plaintiff's lease payments (rent) and security interest for the 2003 F250 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

111. Manufacturer and Lessor have nevertheless refused to accept return of the 2003 F250 and have refused to refund any part of the sum equal to the lease payments (rent) and security interest and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Lessor:

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

B. For a refund of the lease payments (rent) and security deposit paid by Plaintiff for the 2003 F250;

C. To cancel the lease contract covering the 2003 F250 and pay off the balance on the same;

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

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

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

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

112. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 111 as though fully restated and realleged.

CONSUMER LEGAL SERVICES

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

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

115. The Lessor has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 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 acknowledgement, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Lessor, knows or had reason to know that the statement is not true;

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

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

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

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

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

WHEREFORE, Plaintiff prays for a judgment against the Lessor 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.

JURY DEMAND

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By:



CHRISTOPHER M. LOVASZ P-44472

MARK ROMANO P-44014

Attorneys for Plaintiff

30928 Ford Road

Garden City, MI 48135

(734) 261-4700

Dated: April 15, 2004

CONSUMER LEGAL SERVICES

NAME (Last, First, Middle Initial) [REDACTED]	DATE OF BIRTH [REDACTED]	SEX [REDACTED]
ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]
ZIP CODE [REDACTED]	TELEPHONE [REDACTED]	

The above information was obtained from the subject's own statement, from a statement of a third party, or from a review of records. If the information was obtained from a third party, the name of the third party should be stated in the space provided below.

NAME [REDACTED]	ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	TELEPHONE [REDACTED]
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NAME [REDACTED]	ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	TELEPHONE [REDACTED]
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NAME [REDACTED]	ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	TELEPHONE [REDACTED]
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NAME [REDACTED]	ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	TELEPHONE [REDACTED]
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NAME [REDACTED]	ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	TELEPHONE [REDACTED]
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NAME [REDACTED]	ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	TELEPHONE [REDACTED]
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NAME [REDACTED]	ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	TELEPHONE [REDACTED]
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EXHIBIT A



F-159012月

154

PEB4-070 0401

SAISON D'ÉTUDES ET DE RECHERCHES

FORD OF WEST BRANCH
P.O. Box 160 3882 West M-55
West Branch, MI 48861
888/345-1660 • Toll Free 1-800-670-6780
F-388626

F-330626

WARRANTY PAID
1/23/04
CUSTOMER PAY
STOPS TO OK
EXTENDED!

Customer No.	16243	Job No.	15038	Job Date	01/22/04	Job No.	FD579351																												
PETOSKEY, MI		License Plate	License No.	Weight	30,172	Unit	RED/																												
		03/FORD TRUCK/F250			Delivery Date	Delivery Miles																													
		VIN: 1F1SW31P23E			Delivery Location	Production Date																													
		P.T.E. No.	P.D. No.	02/16/04																															
Customer Phone		Company																																	
LABOR & PARTS CO PLAYER CUTS OUT WHEN PLAYING CD A16 INTERNAL DEFECT IN RADIO REPLACED WITH EXCHANGE UNIT 42																																			
<table border="1"> <thead> <tr> <th>PARTS</th> <th>QTY</th> <th>PP NUMBER</th> <th>DESCRIPTION</th> <th>LIST PRICE</th> <th>UNIT PRICE</th> <th>PRICE</th> </tr> </thead> <tbody> <tr> <td colspan="4"></td> <td>JOB # 1 TOTAL PARTS</td> <td></td> <td>0.00</td> </tr> <tr> <td colspan="4"></td> <td>JOB # 1 TOTAL LABOR & PARTS</td> <td></td> <td>0.00</td> </tr> </tbody> </table>								PARTS	QTY	PP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE					JOB # 1 TOTAL PARTS		0.00					JOB # 1 TOTAL LABOR & PARTS		0.00							
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				JOB # 2 TOTAL LABOR & PARTS		49.94																													
G.S.S. & SUPPLIES JOB # 1 1.0 DIESEL TOWAS 150T 33.750 UNIT TOTAL - QTY 33.75																																			
MISC. JOB # 1 1.0 DIESEL TOWAS 150T 33.750 UNIT TOTAL - QTY 33.75																																			
ESTIMATE CONTINUED WORK ADVISORY CUSTOMER SELECTED SERVICE ESTIMATE # 1																																			
TERMINATION CANCELLATION																																			
DISCLAIMER OF WARRANTIES Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all representation, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor warrants any other person is capable of any liability in connection with the sale of said products. Any limitations contained herein does not apply where prohibited by law.																																			



**dean's
harbour**

www.deansharbour.com

Phone (985) 345-1550 • Toll Free 1-800-610-3780

FORD OF WEST BRANCH
P.O. Box 188 3382 West M-55
West Branch, MI 49661

F-138628

CHU

CUSTOMER NO. 16243	SALES NO. 15038	DATE 01/22/04	SALES REP. POK379351
NAME PETOSKEY, MI	UNDERWRITE 30,172	REB/	SALES REP.
	03/FORD TRUCK/FZ50	SALES DATE	SALES REP.
	1 F Y S W 3 1 P 2 3 E	SALES DATE	SALES REP.
	P.T. & C.	01/16/04	

THANK YOU FOR CHOOSING DEAN'S HARBOR FORD FOR YOUR SERVICE NEEDS. OUR TOP PRIORITY IS TO EXCEED YOUR SERVICE EXPECTATIONS. IMMUNITY OF DEFENSE. IN THE NEAR FUTURE YOU MAY RECEIVE A SURVEY FROM DEAN'S HARBOR COMPANY ASKING ABOUT OUR SERVICE DEPARTMENT. THIS IS OUR REPORT CARD. WE NOT ONLY WANT TO KNOW OUR TRACK, BUT ALSO YOUR FRIENDSHIP. WE WELCOME YOU TO OUR HARBOR FAMILY OF 100% SATISFIED CUSTOMERS. PLEASE RETURN THE SURVEY. IF FOR ANY REASON YOU ARE DISAPPOINTED WITH YOUR SERVICE EXPERIENCE, PLEASE CONTACT US IMMEDIATELY. THANK YOU.

TOTAL INVOICE \$ 88.40

TOTAL LABOR.... 15.00
TOTAL PARTS.... 34.94
TOTAL SUBLET.... 0.00
TOTAL G.O.G.... 33.75
TOTAL MISC CHG.... -1.50
TOTAL MISC BASC.... 0.00
TOTAL TAX.... 4.21

VISIT US AT DEAN'S HARBOR

CUSTOMER SIGNATURE

REPAIRS PROPERLY COMPLETED & CHECKED BY

X

*MISC. SHOP SUPPLIES A charge shown represents 10% or less of our labor charge for supplies used in or on your vehicle. Applicable items include: belts, washers, bolts, pads, screens, oil filters, wiper blades, waxes, greases, and more.

DISCLAIMER OF WARRANTIES
Any warranties on this product and hereby are those made by the manufacturer. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the dealer neither warrants nor authorizes any other person to assume for it any liability in connection with the sale of such products. Any disclaimer contained herein does not apply where prohibited by law.

Ford
BROWN MOTORS
 FORD • LINCOLN • MERCURY

2170 US 31 North
 PETOSKEY, MICHIGAN 49770
 (231) 439-3873
 (FORD)

"SELLING TRANSPORTATION SINCE 1907"
 MICHIGAN REG. # P-147518



Customer No. 30733		Technician ALICE DUNKEL		1185	483	Date 01/26/04	Vehicle # F0C5119972
Address PETOSKEY, MI		License No.		30,354		Color RED	Vehicle Model
		Year/Make/Model		03/FORD TRUCK/F SERIES/4XA		Delivery Date	Vehicle Status
		VIN		1FTSW31P23E		Vehicle Location	Registration State
		F.P.C. No.		P.C. No.		01/26/04	
Telephone No.		Business Phone		Comments		MO: 30355	

JOB # 1 CHARGES:

LABOR:
 1.25 HOURS
 ENGINE TURNS OVER WON'T "P" VIA P. OUT 4 TIMES CONTINUED FROM VOLMERINE, VEH TOWED IN.
 RECOMMEND REPLACING WITH FUEL FILTERS SOON AND USING THE BEST AVAILABLE FUEL AND KEEPING TANK ABOVE 1/4 AT ALL TIMES DURING VERY COLD WEATHER.
 USED NOS NO HAD FAULTS IN MEMORY CHECKED FUEL CETANE AND QUALITY WAS AT 33 CETANE BEARING NO WATER FOUND IN FUEL. RECOMMEND ADDING MORE FUEL MAY HAVE TO PUT ADDITIVE IN EVERY TANK FULL IF QUALITY OF FUEL DOES NOT IMPROVE. RECOMMEND CETANE LEVEL IS 40 OR ABOVE ADDITIVE WILL INCREASE CETANE READING AND HELP PREVENT FUEL GELLING.

PARTS:

QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
1	DIESEL FUEL	CONDITIONER	0.95	0.95	0.95
TOTAL - PARTS					0.95

JOB # 1 TOTALS:

LABOR	65.80
PARTS	0.95
JOB # 1 JOURNAL PREFIX P0C5 JOB # 1 TOTAL	72.95

MISC:

CODE	DESCRIPTION	CONTROL NO.	PRICE
SS	SHOP SUPPLIES		3.95
TOTAL - MISC			3.95

ESTIMATE:
 CUSTOMER HONESTLY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$76.90 (+TAX)
 TECHNICIAN CERTIFICATION: 2002 JAMES R. HENSON N151962

TOTALS:

PAY METHODS:	TOTAL LABOR	65.80
	TOTAL PARTS	0.95
	TOTAL SUBLET	0.00
	TOTAL G.S.T.	0.00
	TOTAL MISC CHG.	3.95
	TOTAL MISC DISC.	0.00
	TOTAL TAX	0.00
	TOTAL INVOICE \$	77.85

PAY METHODS:
 CASH CHECK CREDIT CARD

HOUSE CHARGE:
 FORD FACILITY NO: F147515
 CHRYSLER FACILITY NO: F145329

CUSTOMER SIGNATURE:

THANK YOU

REPAIRS PROPERLY COMPLETED AND CHECKED BY:
Alice Dunkel



University of Cambridge

FORD OF WEST BRANCH
P.O. Box 189 3382 West M-55
West Branch, MI 49661

www.deantrav.com Phone (888) 545-1590 • Toll Free 1-800-610-3370

E-130534

[illegible]

2570



Phone (800) 345-1100 • Toll Free 1-877-870-3700

PL 138520

7031

FD-302 (Rev. 11-27-70)

[illegible]

ORIGINAL CUSTOMER ESTIMATE:	PARTS	LABOR	TOTAL
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- | | | |
|---|-------------|--|
| 1 | W 10F02 | DRIVEABILITY
ENGINE LOOSER POWER AND QUILTS WHILE DRIVING |
| 2 | C 00F02-99P | DCM FREE INSPECTION
PERFORM QUALITY CARE MULTI POINT INSPECTION |

EXPRESSWAY

G-4325 WEST VIENNA ROAD • P.O. BOX 287

CLIO, MICHIGAN 48420

(410) ENG. 19.50 - 4201 9-1-64 Nov. 25/71

FORM NO. F-101003

SERVICE HOURS:

MON - FRI 2:30 AM - 8:00 PM

[illegible]

LIMITED WARRANTY

We guarantee our service work for 12 months or 12,000 miles, whichever comes first. If our repair or replacement fails in normal service within that period, we'll fix it free of charge at any normal business hours - yours and ours.

Fat sale hours are based on a firm study guide and may not reflect the actual hours worked.

Thank You

NOISE DET. BODY DAMAGE FRONT ☐ REAR ☐ LAM ☐ PIM ☐ EQUIP ☐ H. KRON ☐ DRY ☐ S. THUMB ☐ OTHER ☐

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
STEVEN O. STANCKOFF
TROY T. GOSMAN
CHRISTOPHER A. WINKLER
MATTHEW W. DELEZENNE
KARL P. HEIL
BRIAN M. PERKINS

CONSUMER
LEGAL
SERVICES, P.C.
ATTORNEYS AND COUNSELORS

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737

April 15, 2004

Mr. John D. Arbour
3520 Huron Rd.
Pinconning, MI 48650

RE: 2003 Ford F250, VIN 1FTSW31P23E [REDACTED]

Dear Mr. Arbour:

Please be advised that I represent [REDACTED] regarding the above-referenced vehicle leased from Dean Arbour Ford, Inc. on or about April 17, 2003. [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 Consumer Protection Act, and the Federal Magnuson-Moss Warranty Act, does hereby revoke acceptance of the 2003 F250 and is prepared to file suit to effect revocation of acceptance, cancellation of the lease, return of the vehicle, and payment to him of all monies expended putting him back in the position he was prior to the contract.

[REDACTED] intends to hold Dean Arbour Ford, Inc. and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 440.2987, M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

EXHIBIT C

PE04-070 0400

Mr. John D. Arbour
April 15, 2004
Page Two

Since the date [REDACTED] took delivery, the vehicle has been in for repair on at least six (6) different occasions.

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

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.



Christopher M. Lovasz, Esq.

CML/dla

cc: [REDACTED]

1 Marshall Meyers (602)584)
2 KROHN & MOSS, LTD.
3 111 West Monroe, Suite 711
4 Phoenix, AZ 85003
5 (602) 275-5588
6 (866) 385-5215 (facsimile)
7 Attorney for Plaintiff

COPY

JUL 14 2004



MICHAEL J. JAMES, CLERK
DEPT. OF CLERK
COUNTY OF MARICOPA

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**IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

) Case No.: CV2004-013457
)
) COMPLAINT --
) BREACH OF
) STATUTORY WARRANTIES
)
)
)
)
)
)

1. This Court has jurisdiction to hear this matter pursuant to 15 U.S.C. §2310(d) and A.R.S. Const. Art. 6 §14.

2. Plaintiff, [REDACTED] ("Consumer"), is an individual who was at all times relevant hereto residing in the State of Arizona.

3. Defendant, Ford Motor Company ("Warrantor"), is a foreign corporation authorized to do business in the State of Arizona, County of Maricopa, and is engaged in the manufacture, sale, supply and distribution of motor vehicles and related equipment and services, such as written warranties. Warrantor supplies its products and services to the public at large through a system of authorized dealerships, including Babbitt Ford ("Dealer").

4. On or about December 31, 2003, Consumer purchased a 2004 Ford F-350 ("F-350") manufactured and supplied by Warrantor, Vehicle Identification No.

1 1FTSW31P34E [REDACTED] for \$50,888.32, inclusive of all collateral charges incurred at the time of
2 purchase. See Retail Installment Contract, attached hereto as Exhibit "A."

3 5. In connection with Consumer's purchase of the F-350, Warrantor issued and
4 supplied to Consumer its written warranty, which included three (3) year or thirty-six thousand
5 (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the
6 Warrantor's New Vehicle Warranty booklet.
7

8 6. On or about the aforementioned date, Consumer took possession of the F-350 and
9 shortly thereafter experienced various defects and non-conformities within the same that
10 diminish its value and/or substantially impair its use and value to Consumer. These defects
11 include, but are not limited to a defective engine, defective electrical system, persistent dying in
12 flight condition, persistent recall, defective air conditioning system, and, any other complaints
13 actually made, whether contained on Warrantor's invoices or not.
14

15 7. Consumer provided Warrantor, through its authorized dealership network, a
16 sufficient opportunity to repair the defects, non-conformities and conditions within the F-350.
17

18 8. Despite being given more than a reasonable number of attempts/reasonable
19 opportunity to cure said defects, non-conformities and conditions, Warrantor failed to do so.

20 9. Warrantor's failure to correct said defects violate Warrantor's statutory duty to
21 Consumer and the expectations created by Warrantor's warranty.
22

23 10. Consumer avers that as a result of the ineffective repair attempts made by
24 Warrantor through its authorized dealership network, the F-350 cannot be utilized as intended by
25 Consumer at the time of acquisition and that the use and value of the F-350 has been diminished
26 and/or substantially impaired to Consumer.
27
28

1 11. Consumer relied on Warrantor's product advertisements, written, verbal,
2 electronic and/or otherwise, regarding the length and duration of Warrantor's bumper to bumper
3 warranty when deciding to purchase the subject vehicle.
4

5 12. Consumer provided Warrantor written notification of the defects within the
6 subject vehicle, an offer for a final opportunity to cure, and Consumer's demand for
7 compensation on July 1, 2004. See Notice Letter, attached hereto as Exhibit "B."

8 13. Warrantor refused Consumer's demand for compensation and has refused to
9 provide Consumer with the remedies to which Consumer is entitled.
10

11 14. Consumer has been and will continue to be financially damaged due to
12 Warrantor's failure to comply with Warrantor's statutory duty to Consumer and the provisions of
13 its written and/or express warranty.

14 15. Consumer has met all obligations and preconditions as provided in Warrantor's
15 warranty and by statute(s).
16

17 16. As a direct and proximate result of Warrantor's failure to comply with its written
18 warranty, Consumer has suffered damages and, in accordance with 15 U.S.C. §2310(d) and
19 A.R.S. §44-1263, Consumer is entitled to bring suit for such damages and other legal and
20 equitable relief.
21

22 WHEREFORE, [REDACTED] prays for relief against Ford Motor Company in the form
23 of a refund or replacement, an award of diminution in value damages, any equitable relief to
24 which Plaintiff may be entitled, all attorney fees, expert fees and court costs incurred during the
25 commencement and prosecution of this matter, and all other relief deemed just and appropriate
26 by this Court.
27
28

1 Respectfully submitted this 12th day of July, 2004.

2
3
4 By: _____

5 Marshall Meyers
6 KROHN & MOSS, LTD.
7 111 West Monroe St., Suite 711
8 Phoenix, AZ 85003
9 (602) 275-5588
10 Attorney #020584
11 Attorney for Plaintiff
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PED4-878 0414

STOCK NO.
REAL 520467

24236

MOTOR VEHICLE RETAIL INSTALLMENT
SALES CONTRACT AND
PURCHASE MONEY SECURITY AGREEMENT

Seller/Creditor: HARRITT FORD LTR, LLC

PO BOX 86

Address: FLAGSTAFF, AZ

86002

I agree to purchase the vehicle described below. As used in this Contract, the words "you" and "your" mean the Buyer or Buyers (not the Seller) who are the Seller's assignee in the Seller's name and address appear above or to anyone to whom this Contract is assigned (referred to as the Assignee). BY SIGNING BELOW, YOU ALSO AGREE TO ALL OF THE TERMS ON BOTH SIDES OF THIS CONTRACT. PLEASE READ THIS CONTRACT CAREFULLY.

YEAR	MAKE	NO.	DOVE TYPE	MODEL #	VEHICLE
MODEL	TRADE NAME	CYL		OR SERIES	ID #
2004	FORD	4	LT	1350-004	1F1SW3TP24E

BNT:

- ☐ 4 Sp. Trunk ☐ T-Top/Trunk ☐ Pwr. Strg. ☐ Air Cond. ☐ Pwr. Wind. ☐ Pwr. Doors
☐ 3 Sp. Trunk ☐ CD Player ☐ Auto. Trans. ☐ Cruise ☐ Pwr. Seats ☐ Cust. Wtts.

present:

I use the Vehicle primarily for ☒ personal, family, or household purposes ("personal use") ☐ commercial, business, agricultural, or other non-personal uses ("commercial use").

JAL	THE COST OF YOUR	Number of Payments	Amount of Payments	When Payments Are Due:
PERCENTAGE CREDIT AS	YEARLY RATE.	N/A	N/A	N/A
1	4.90 %	60	659.81	Monthly, Beginning 02/14/2004
INCE	THE DOLLAR	N/A	N/A	N/A
ARGE	CREDIT W/			
	AMOUNT THE			
	COST YOU.			
\$	119.06			
Insurance: CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.				
	The amount of credit you or co	Type	Premium For Term of Contract	Signature
	provided by your lender	Credit Life Insurance	\$ N/A	I want credit life insurance only
	\$ 265.25	Disability Insurance	\$ N/A	I want disability insurance only
	The amount you will pay for all payments made on this vehicle	Credit Life and Disability	\$ N/A	I want credit life and disability insurance
	\$ 5388.52	Joint Credit Life Insurance	\$ N/A	We want joint credit life insurance
	The total cost of your purchase including your down payment of \$ 5500.00	Joint Credit Life and Single Disability Insurance	\$ N/A	We want joint credit life and single disability insurance
	\$ 5088.52	Security: You are giving a security interest in the Vehicle being purchased.		
		Late Charge: If the Vehicle is purchased for personal use, and a payment is not paid in full within 10 days after it is due, you will pay a late charge of the lesser of \$10.00 or 5% of the unpaid balance of the installment.		
		Prepayment: If you pay off early, you will not have to pay a penalty.		
		See the other portions of this Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.		

cash an estimate

PERMIZATION OF AMOUNT FINANCED

Sub Price (incl. accessories) \$ 12717.01 + Sales Tax \$ 828.20 = \$ 13545.21 (1)

Trade-In Deficiency (if any) \$ 0.00 = Total Cash Price

Other charges imposed by Seller include:

(1) Vehicle Service Contract (Term) \$ 135.66

(2) Dealer Documentary Fee \$ 135.85 (2)

(3) Other (describe) \$ 443.20 (3)

Total \$ 46570.26 (4)

Payments made on prior to off to Public Officials for Official Fees:

(a) Registration Fees \$ 20.00 + (b) Title Fees \$ 4.00 + (c) Lien Tax \$ 402.20

(d) Lien Filing Fees \$ N/A + (e) Postage Fees \$ 1.50 + (f) Weight Fees \$ N/A

(g) Other (describe) \$ 443.20 (3)

Total \$ 46570.26 (4)

Cash Sale Price (sum of items 1, 2 and 3)

Trade-In \$ 443.20 = \$ 443.20 (5)

Total Down Payment (incl. items 1, 2 and 3) \$ 443.20

(a) Net Trade-In (Item 5) \$ 443.20 assigned to Seller \$ 16500.00 (6)

(b) Cash Down Payment (includes manufacturer's rebate of \$ 2500.00) \$ 31070.26 (7)

If the Assignee certifies you that it has purchased this Contract, you agree to make all of your payments to the Assignee. This sale is subject to approval and acceptance of this Contract by the Assignee. BY SIGNING BELOW, YOU ALSO AGREE TO ALL OF THE TERMS ON BOTH SIDES OF THIS CONTRACT. PLEASE READ THE BACK CAREFULLY.

This Vehicle is being purchased by you

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SURFAC	VEHICLE ID #
NEW	2004	FORD			F350-SUV	

EQUIPMENT

- ☐ AMP/PM Stereo
☐ 4 Sp. Trans.
☐ T-Top/Sun
☐ Pwr. Strg.
☐ Air Cond.
☐ Pwr. Wind.
☐ Pwr. Door.
☐ 5 Sp. Trans.
☐ CD Player
☐ Auto. Trans.
☐ Cruise
☐ Pwr. Seats
☐ CUM. WHL.

Minor Equipment:

You intend to use the Vehicle primarily for ☒ personal, family, or household purposes ("personal use") ☐ commercial, business, agricultural, or other non-personal purposes.

ANNUAL PERCENT RATE	THE COST OF YOUR CREDIT AS A YEARLY RATE	Your payment schedule will be:		
	4.90 %	Number of Payments	Amount of Payments	When Payments Are Due:
		N/A	N/A	N/A
		60	589.91	Monthly, Beginning 02/14/2004
		N/A	N/A	N/A
FINANCIAL CHARGE	THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	Insurance: CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.		
	\$ 4119.85	Type	Premium For Term of Contract	Signature
Annual Financed		Credit Life Insurance	\$ N/A	I want credit life insurance only
	\$ 31289.26	Disability Insurance	\$ N/A	I want disability insurance only
Total of Payments	The amount of credit provided to you or on your behalf	Credit Life and Disability	\$ N/A	I want credit life and disability insurance
	\$ 35386.32	Joint Credit Life Insurance	\$ N/A	We want joint credit life insurance
		Joint Credit Life and Single Disability Insurance	\$ N/A	We want joint credit life and single disability insurance
Total Sale Price	The total cost of your purchase on credit including your down payment of \$ 15500.00	<p>Security: You are giving a security interest in the Vehicle being purchased.</p> <p>Late Charge: If the Vehicle is purchased for personal use, and a payment is not paid in full within 10 days after it is due, you will pay a late charge of the lesser of \$10.00 or 5% of the unpaid balance of the installment.</p> <p>Prepayment: If you pay off early, you will not have to pay a penalty.</p> <p>See the other portions of this Contract for additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment options and penalties.</p>		
	\$ 50286.32			

AMERICAN EXPRESS

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	Incl. accessories \$ 42717.01	+ Sales Tax \$ 2284.20	= Total Cash Price	\$ 46001.21
2. Other charges imposed by Seller include:				
(a) Vehicle Service Contract (Term)	\$ N/A			
(b) Dealer Documentary Fee	\$ 135.85			
(c) Other (describe)	\$ N/A			
Total				\$ 135.85
3. Payments made on your behalf to Public Officials for Official Fees				
(a) Registration Fee \$ 20.00	+ (b) Title Fee \$ 4.00	+ (c) Lien Tax \$ 402.70		
(d) License Fee \$ N/A	+ (e) Postage Fees \$ 1.50	+ (f) Weight Fee \$ N/A		
(g) Other (describe) TIRE NYSPASA		\$ 6.00		
Total				\$ 434.20
4. Cash Sale Price (sum of items 1, 2 and 3)				\$ 46570.26
5. Trade-In	\$ N/A	- \$ N/A	= \$ N/A (3)	
6. Total Down Payment (includes manufacturer's rebate of \$ 2500.00 assigned to Seller)	\$ 15500.00			\$ 15500.00
7. Unpaid balance of Cash Sale Price (Item 4 less item 6)				\$ 31070.26
8. Payments made to others on your behalf:				
(a) Amount paid to Insurance Companies for Insurance Premiums:				
(1) Credit Insurance Premiums \$ N/A	+ (2) Property Insurance Premiums \$ N/A			
Total				\$ N/A (8a)
(b) Amount paid to others:				
(1) Payments to SECURITY for SECURITY PRIME TIRE	\$ 149.00			
(2) Payments to SECURITY for SECURITY PRIME TIRE	\$ 149.00			
Total Amount Paid to Others (a + b)				\$ 298.00

N/S	travelling	\$	N/S
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If you buy insurance through your own agent, the cost is not included in this Contract. Please give us the name and telephone number of the agent who

Agent's Name W. J. S. 10471 Telephone Number 602-5488483
Agent's Address 127 N. 10TH AVE. City PHOENIX State AZ
Assign To File: By number _____

new, you promise to pay to the Amount Financed, together with finance charges calculated thereon at the Annual Percentage Rate. You agree to pay your payments on or before the date of the Payment Schedule shown above. Your first payment may change, depending upon your payment habits. We will apply each payment to your principal balance. Then, unless you pay early and more if you pay late, your total finance charge will be collected in your final payment. If a payment is not paid in full within 10 days after it is due, you will be charged a late charge. If the Vehicle is purchased for commercial use, the late charge will be 5% of the unpaid balance of the installment; if the Vehicle is purchased for personal use, the late charge will be 5% of the unpaid balance of the installment.

Security Interest: To protect itself, we require a security interest in the vehicle. If you do not pay as promised, or if you break some other promise of this Contract, you give us a purchase money security interest in the vehicle and in any proceeds of the vehicle. If the vehicle is purchased for commercial use, this security interest also covers all equipment, accessories, and parts (other than those added to the vehicle within 14 days of the date of this Contract). You also give us a security interest in the proceeds of any physical damage insurance policy on the vehicle and in any other proceeds that may be received. This security interest does not cover any other debts you owe us, and this debt is not covered by any other insurance. **NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS TO REVOKE THIS CONTRACT OR TO RESCIND THIS CONTRACT OR TO REVOKE THIS CONTRACT OR TO RESCIND THIS CONTRACT.**

IMITATION/EXCLUSIO IS ON PRODUCT WARRANTIES

For "new" vehicles: (5) If less Seller also gives you a service contract with you, his written warranty or particular purpose. The of any component parts; (6) the Vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose which warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into such contract with you. In that event, any implied warranties arising from the sale of the Vehicle shall be limited to the duration of the contract; (7) If the Vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for the vehicle is sold to you AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied.

(1) Used Car Buyer's Warranty of Merchantability:
THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO \$25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

(2) Waiver of Used Car Implied Warranty of Merchantability:
ATTENTION PUR **TRADER: SIGN HERE ONLY** IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE
 FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:
ENCION COMPRO **OR: SI ME AQUI SOLAMENTE SI EL VENDEDOR ME HA DICHO QUE EL VEHICULO TIENE EL**
SIUENTE PROBLEMA **A (S) Y QUE USTED ESTA DE ACUERDO DE COMPRA EL VEHICULO BAJO ESTOS TERMINOS:**

Buyer/Comprador _____
Buyer/Comprador _____[illegible]

TICKET TO THE BUY **RE: 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an**
if copy of the Contr **3. you sign.**

PROPERTY DAMAGE TO OTHERS: BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT, UNLESS DESCRIBED IN ITEM J1 AND AN APPROPRIATE PREMIUM CHARGE IS OWN IN ITEM 31A ABOVE.

SELLER IS NOT REGULATED BY AND COMPLAINTS
CONCERNING THIS CONTRACT MAY
BE ADDRESS TO:
ARIZONA STATE BANKING DEPARTMENT
2910 N. 44TH
PHOENIX, ARIZONA 85018
TELEPHONE: (602) 255-4421

Buyer(s) Acknowledge(s) receipt of a fully completed copy
of this Contract.

"BUYER" [REDACTED]
"BUYER" [REDACTED]

MARITTE FORD LAM, LLC

1 this 31ST day of DEC 2004

FOR OWNERS: If a person shown on the certificate of title as an owner of the vehicle does not want to be separately liable to pay this debt, please sign below as a co-owner interest in the vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums.

NAME _____ DATE _____ SIGNATURE _____ DATE _____

ASSIGNMENT

Seller hereby assigns to the below designated Assignee under the terms and conditions of a Dealer Agreement () Recourse () () previous entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and terms of the Seller's Assignment and Warranty on the reverse side hereof.

0300177-5080 4 13C 12/31/2003

REF: FIRST OR BIT UNION TEMP
 n. 4474 20 (Rev. 1964) DIAMOND CYCLO

FED-070 0417

B

FD-36 (Rev. 5-22-64)

Krohn & Moss, Ltd.

Arizona Office
111 West Monroe, Suite 711
Phoenix, AZ 85003
www.krohnandmoss.com

 **COPY**

Writer's Direct Number
(602) 275-5688 ext. 6805
Writer's Direct Facsimile
(866) 385-5215
Writer's Direct E-Mail
mossymoss@consumerlawcenter.com
www.krohnandmoss.com

Licensed to Practice in Arizona

Also practicing in:
California
Florida
Georgia
Illinois
Indiana
Missouri
Ohio
Wisconsin

July 1, 2004

SENT VIA U.S. MAIL

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Re: [REDACTED]
Our Client: [REDACTED]
Your Client: Ford Motor Company
Vehicle: 2004 Ford F350
VIN: 1FTSW31P34 [REDACTED]
Our File Number: A04014210Z

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act, the Arizona Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

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

PE04-07B 0410

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Defective engine,
2. Defective electrical system,
3. A dieing in flight condition,
4. Defective air conditioning system,
5. A recall condition, and,
6. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

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

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriske Chevrolet, Inc. v. Smith, 240 A.2d 195.

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

There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconveniences, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of written warranty "based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty." Kure v. Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore you are hereby notified that my client is revoking acceptance of the vehicle. Please return all funds paid towards the vehicle, cancel all applicable contracts, and compensate my client for the damages sustained to date. This letter also constitutes prior direct written notification of the defects within my client's vehicle and of my client's intent to pursue a claim pursuant to A.R.S. §44-1261 et. seq. If you have "final opportunity rights" under A.R.S. §44-

COPY

JUL 14 2004



MONICA S. JAMES, CLERK
DEPUTY CLERK

1 Marshall Meyers (020584)
2 KROHN & MOSS, LTD.
3 111 West Monroe, Suite 711
4 Phoenix, AZ 85003
5 (602) 275-5588
6 (866) 385-5215 (facsimile)
7 Attorney for Plaintiff

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IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

[Redacted]

) Case No.:

) Plaintiff,

) CV2004-013457

) vs.

) FORD MOTOR COMPANY,

) CERTIFICATE OF COMPULSORY
) ARBITRATION

) Defendant.

14 The undersigned certifies that he or she knows dollar limits and any other limitations set
15 forth by the local rules of practice for the applicable superior court, and further certifies that this
16 case (is) / (is not) subject to compulsory arbitration, as provided by Rules 72 through 76 of the
17 Arizona Rules of Civil Procedure.
18

19 Submitted this 18th day of July, 2004.

20 By: _____
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27
28

Robert M. Silverman, Esquire
Identification No. 55914
KIMMEL & SILVERMAN, P.C.
30 East Butler Place
Ambler, PA 19002
(215) 340-8888

ATTORNEY FOR PLAINTIFFS

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

[REDACTED]
Newark, Delaware [REDACTED]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiffs [REDACTED] are adult individual citizens and legal residents of the State of Delaware [REDACTED] Newark, Delaware [REDACTED]

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

BACKGROUND

3. On or about February 10, 2004, Plaintiffs purchased a new 2004 Ford Excursion, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FMSU45P64 [REDACTED]

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

PE84-878 0423

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$47,047.88. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
DELAWARE AUTOMOBILE WARRANTY ACT

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

13. Plaintiffs are "Consumers" as defined by the Delaware Automobile Warranty Act (hereinafter "Lemon Law"), 6 Del. C. §5001(3).

14. Defendant is a "Manufacturer" as defined by the Delaware Lemon Law, 6 Del. C. §5001(3).

15. Willis Ford, is and/or was at the time of sale a "Dealer" engaged in the business of buying, selling, and/or exchanging automobiles as defined by the Delaware Lemon Law, 6 Del. C. §5001(2).

16. On or about February 10, 2004, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities which substantially impair the use, value and/or safety of the vehicle.

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

18. The Delaware Lemon Law, 6 Del. C. §5002 provides:

If a new automobile does not conform to the manufacturer's express warranty, and the consumer reports the nonconformity to the manufacturer or its agent or dealer during the term of the warranty or during the period of 1 year following the date of original delivery of an automobile to the consumer, whichever is earlier, the manufacturer shall make, or arrange with its dealer or agent to make, within a reasonable period of time, all repairs necessary to conform the new automobile to the warranty, notwithstanding that the repairs or corrections are made after the expiration of the term of the warranty or the 1-year period.

19. Section 5003 of the Delaware Lemon Law provides:

- a. If the manufacturer, its agent, or its authorized dealer does not conform the automobile to any applicable express warranty by repairing or correcting any nonconformity after a reasonable number of attempts, the manufacturer shall either replace the automobile with a comparable new automobile acceptable to the consumer or repurchase the automobile from the consumer and refund the consumer the full price, including all credits and allowances for any trade-in vehicle; provided, however, that the consumer shall have the unqualified right to decline a replacement automobile and to demand instead a repurchase.
- b. In instances in which an automobile is replaced by a manufacturer under this section, said manufacturer shall accept return of the automobile and reimburse the consumer for any incidental costs, including dealer preparation fees, fees for transfer of registration, sales taxes or other charges or fees incurred by the consumer as a result of such replacement. In instances in which an automobile which was financed by the manufacturer or its subsidiary or agent is replaced under this section, said manufacturer, subsidiary or agent shall not require the consumer to enter into any refinancing agreement for a replacement automobile which would create any financial obligations beyond those created by the originally financing agreement.
- c. In instances in which a refund is tendered under this section, the manufacturer shall accept return of the automobile from the consumer and shall reimburse the consumer for related purchase costs, including sales taxes, registration fees and dealer preparation fees, less:

- (1) A reasonable allowance for the consumer's use of the automobile, not to exceed the full purchase price of the automobile multiplied by a fraction which consists of the number of miles driven before the consumer first reported the nonconformity to the manufacturer, its agent or dealer divided by 100,000 miles; and
 - (2) A reasonable allowance for damage not attributable to normal wear and tear, but not to include damage resulting from a nonconformity.
- d. Refunds shall be made to the consumer, and lienholder, if any, as their interest may appear.
 - e. No authorized dealer shall be held liable by the manufacturer for any refunds or automobile replacements in the absence of evidence indicating that dealership repairs have been carried out in a manner inconsistent with the manufacturer's instructions. (64 Del. Laws, c. 173 § 1; 66 Del. Laws, c. 36, §3).

20. The Delaware Lemon Law, 6 Del. C. §5004 provides:

§5004. PRESUMPTIONS

- a. It shall be presumed that a reasonable number of attempts have been undertaken to conform a new automobile to the manufacturer's express warranty if, within the warranty term or during the period of 1 year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair or correction 4 or more times by the manufacturer, its agents or its dealers and the nonconformity continues to exist; or
 - (2) The automobile is out of service by reason of repair or correction of a nonconformity by the manufacturer, its agents or its dealers for a cumulative total of more than 30 calendar days since the original delivery of the motor vehicle to the consumer. This 30-day limit shall commence with the first day on which the consumer presents the automobile to the manufacturer, its agent or dealer for service of the nonconformity and a written document describing the nonconformity is prepared by the manufacturer, its agent or dealer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer, its agents or its dealers, including war, invasion, strike, fire, flood or other natural disaster.
- b. The presumption provided in this section shall not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has had an opportunity to repair or correct the nonconformity; provided, however, that if the manufacturer does not directly attempt or arrange with its dealer or agent to repair or correct the nonconformity, the manufacturer may not defend a claim by a consumer under this chapter on the ground that the agent or dealer failed to properly repair or correct the nonconformity or that repairs or corrections made by the agent or dealer caused or contributed to the nonconformity. (64 Del. Laws, c. 173, §1; 66 Del. Laws, c. 36, §4.)

21. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than four (4) times for the same nonconformity, and the nonconformity remained uncorrected.

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

23. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the manufacturer on numerous occasions.

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

25. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least four (4) occasions about defects and or non-conformities to the following vehicle components: abnormal stalling condition, hard-to-start condition, defective driver's side door and passenger front seat. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of the Delaware Automobile Lemon Law.

27. Plaintiffs have (1) given notice to the manufacturer and (2) provided an opportunity for final repair.

28. Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

30. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

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

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiffs

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs

18 North DuPont Blvd.
Smyrna, Delaware 19877
(302) 653-5900 • Fax: (302) 653-2747



DATE: 10 FEB 2004

Salesman: SPITTLE, DONN M

Purchaser #1 LAYADU LANDSCAPING INC

Purchaser #2

Address

City NEWARK

State DE

Zip Co

Res. Phone

Phone

Year 2004 Make FORD

Model EXCURSION

Body Style UT

Color GREEN

Mileage 73

Stock No. 40307

Serial No.

I F M S U A S P S A E

New ☒ Used ☐ Demo ☐

LIST PRICE INCL. FRT., DEL. & HANDLING

47047.98

LICENSE FEE 10.00
REGISTRATION FEE 165.80
TITLE FEE 15.00
STATE DLK TAX 2.00
LIEN FEE 10.00

TOTAL PRICE OF UNIT 47250.68

TRADE ALLOWANCE

DIFFERENCE 47250.68

DOCUMENT FEE 140.00

STATE & LOCAL TAXES

LIEN/TITLE/TSPT-TAG

TAG FEES RETAIN ☐

SUB TOTAL 47390.68

BALANCE OWED ON TRADE-IN

SUB TOTAL 47390.68

NON-REFUNDABLE DEPOSIT 5407.80

ASSIGNED REBATE

CASH DUE ON DELIVERY

TOTAL CREDITS 5407.80

SUB TOTAL 41982.88

BREAKDOWN PROTECTION

CASH OR FINANCING 41982.88

1st TRADE-IN INFORMATION

YEAR MAKE MODEL #CYL 8

SERIAL #

MILEAGE COLOR BODY STYLE

TRADE BALANCE OWED TO:

ACCOUNT #

INSURANCE CO. NAME

POLICY NUMBER CODE

DATE OF COVERAGE EXP. DATE

AGENTS NAME & ADDRESS

AGENT'S PHONE #

CONTACT PERSON

POS. TIT. COM. DED. TIME DATE

PLAINTIFF'S EXHIBIT

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR SALES MANAGER

APPROVED: DEALER OR AUTHORIZED REPRESENTATIVE

DELIVERY DATE

2/10/04

PURCHASER'S SIGNATURE

PG4-878 8431

[illegible][illegible]

1. DESCRIPTION OF WORK TO BE DONE		PG 1 OF 1					
SIC PAY TYPE W		TECH		OPERATION		HRS	
CUSTOMER STATES ENGINE STALLS WHEN COLD		OLH		FLG		FAILED PART	
Reprogram PCM, TCM + ECM		RC		NET		GND AUTH	
PAY TYPE W		TECH		OPERATION		HRS	
CUSTOMER STATES DRIVER DOOR DOESN'T CLOSE PROPERLY		OLH		FLG		FAILED PART	
Adjusted Door Strike		RC		NET		GND AUTH	
PAY TYPE W		TECH		OPERATION		HRS	
CUSTOMER STATES PASSENGER FRONT SEAT SCUFFED		OLH		FLG		FAILED PART	
Oiled Seat Shell		RC		NET		GND AUTH	
		TECH		OPERATION		HRS	
		OLH		FLG		FAILED PART	
		RC		NET		GND AUTH	

LANDSCAPING, C/O FRED
 ALICE DR
 14 MARK
 IN 19702

FORD
 EXCURSION
 EDNAUER AND 40R SPTUTY
 LICENSE# F

GUC NOV-1984 VIN# 1F8G45P6 4EB01802
 GUC DL# 280001
 STOCK NUMBER= 4EB01802 INV ACCT: 0000
 PROD# 092700
 ODOMETER: CURRENT: 670
 AVG PER DAY: PER MONTH:

DATE: 11/11/2001
TIME: 11:11:11
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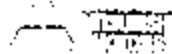
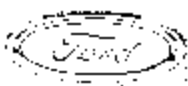


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PE84-070 0432

POWER

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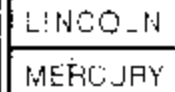
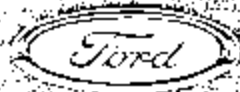
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 3. TIME
 4. LOCATION
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 253. SWELL
 254. W

WINNER

AUTOMOTIVE GROUP

WINNER NEWARK AUTO CENTER
 FORD • MITSUBISHI • LINCOLN/MERCURY
 218 E. Cleveland Ave., Newark, DE 19711
 Phone 410-341-0101
 www.winnerauto.com



DISCLAIMER/WARRANTY

ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED BELOW

MAKE: FORD MODEL: BRONCO YEAR: 1994 VIN: 1F351254000000000 ENGINE: 3.0L V6 TRANSMISSION: 5-SPEED MILEAGE: 100,000		MAKE: AMERICAN TRAILER MODEL: TRAILER YEAR: 1994 VIN: 1F351254000000000 ENGINE: 3.0L V6 TRANSMISSION: 5-SPEED MILEAGE: 100,000	
WORK ORDER NO: 1001 DATE: 10/1/94 TIME: 10:00 AM TECHNICIAN: JOHN DOE SUPERVISOR: JOHN DOE ESTIMATE NO: 1001 PARTS: 1001 LABOR: 1001 TOTAL: 1001		WORK ORDER NO: 1001 DATE: 10/1/94 TIME: 10:00 AM TECHNICIAN: JOHN DOE SUPERVISOR: JOHN DOE ESTIMATE NO: 1001 PARTS: 1001 LABOR: 1001 TOTAL: 1001	

WINNER

ASSOCIATIVE GROUP

<p>NAME: <i>WINNER ASSOCIATIVE GROUP</i></p> <p>ADDRESS: <i>1000 15th St NW</i></p> <p>CITY: <i>Washington DC</i></p> <p>STATE: <i>DC</i></p> <p>ZIP: <i>20004</i></p>		<p>TELEPHONE: <i>202-462-1000</i></p> <p>FAX: <i>202-462-1000</i></p>	
<p>DATE: <i>10/27/90</i></p> <p>TIME: <i>10:00 AM</i></p>		<p>BY: <i>[Signature]</i></p> <p>FOR: <i>[Signature]</i></p>	
<p>TO: <i>Mr. [Name]</i></p> <p>FROM: <i>Mr. [Name]</i></p>		<p>SUBJECT: <i>[Subject]</i></p>	

<p>DATE: <i>10/27/90</i></p> <p>TIME: <i>10:00 AM</i></p>		<p>BY: <i>[Signature]</i></p> <p>FOR: <i>[Signature]</i></p>	
<p>TO: <i>Mr. [Name]</i></p> <p>FROM: <i>Mr. [Name]</i></p>		<p>SUBJECT: <i>[Subject]</i></p>	
<p>DATE: <i>10/27/90</i></p> <p>TIME: <i>10:00 AM</i></p>		<p>BY: <i>[Signature]</i></p> <p>FOR: <i>[Signature]</i></p>	
<p>TO: <i>Mr. [Name]</i></p> <p>FROM: <i>Mr. [Name]</i></p>		<p>SUBJECT: <i>[Subject]</i></p>	

REC-878 0435

9729

57812



INVOICE

15 North DuPont Hwy.
SMYRNA, DE 19977
302-653-5900
1-888-770-FORD (3673)

PAGE 1

WARR. DE

ME: [REDACTED] BUS:

SERVICE ADVISOR: 235 RICHARD A. CATTERTON

DATE	YEAR	MAKE/MODEL	VIN	LICENSE	MI/AGE IN/OUT	TAG	
FEB	04	FORD EXCURSION	1FMSU452645		951/953	T3212	
DEL. DATE	PROC. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
FEB2004			17:30 04MAR04		73.95	CASH	09MAR2004
R.O. OPENED		READY		OPTIONS: STK:40307 DLR:WILLIS ENG:6.0 Liter			

DATE	TIME	DESCRIPTION	LIST	NET	TOTAL
------	------	-------------	------	-----	-------

JUST STATES WHEN COLD TRUCK STALLS OUT AFTER START UP.

USE: CK VEHICLE STALLS OUT PERFORMED DIAG SHEET ALL OK CALLED HOTLINE
TO CK AMP READINGS AT EACH BANK FOR GLOWPLUGS ALL ARE IN SPEC

CK ICP AFTER

6005E HARD START / NO START DIAGNOSTICS - DIESEL
ENGINE - DIAGNOSIS - L

247 EVAN POTTER LIC#: 0892

W98

(N/C)

1 3C3Z*9C968*AA REG ASY-FUL PRESS

(N/C)

6005E2 KEY ON ENGINE OFF - KOBO CHECK - TEST - L

247 EVAN POTTER LIC#: 0892

W98

(N/C)

6005E3 KEY ON ENGINE OFF - KOBO INJECTOR

ELECTRIC SELF-TEST - TEST - L

247 EVAN POTTER LIC#: 0892

W98

(N/C)

6005E4 F

247 EVAN POTTER LIC#: 0892

W98

(N/C)

6005E5 GLOW PLUG SHORT-CIRCUIT OPERATION - TEST - L

247 EVAN POTTER LIC#: 0892

W98

(N/C)

6005E6 FUEL CONTAMINATION - CHECK - L

247 EVAN POTTER LIC#: 0892

W98

(N/C)

6005E7 FUEL PUMP PRESSURE - ELECTRIC - CHECK - L

247 EVAN POTTER LIC#: 0892

W98

(N/C)

6005E8 ELECTRIC FUEL PUMP INLET RESTRICTION -

CHECK - L

247 EVAN POTTER LIC#: 0892

W98

(N/C)

MT12A342 REMOVE ALL GLOWPLUGS CK READINGS AT EACH
BANK

THANK YOU FOR YOUR BUSINESS!

SERVICE DEPARTMENT HOURS

Monday-Friday 7:30 AM-5:30 PM

Saturday 8:00 AM-4:00 PM

302-653-5900

1-888-770-FORD(3673)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of the merchandise. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the merchandise.

CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT

PARTS AMOUNT

GAS. OIL. LUBE

SUBLET AMOUNT

MISC. CHARGES

TOTAL CHARGES

LESS INSURANCE

SALES TAX

PLEASE PAY THIS AMOUNT

CUSTOMER COPY

PEBA-878 0438

9729

57812



INVOICE

15 North DuPont Hwy.
SMYRNA, DE 19977
302-653-5900
1-888-770-FORD (3673)

MARK DE

ME: [REDACTED] BUS:

PAGE 2

SERVICE ADVISOR: 235 RICHARD A CATTERTON

CODE	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
EEN	04	FORD EXCURSION	1FMSU45P64E		951/953		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO	RATE	PAYMENT	INV DATE
FEB2004			17:30 04MAR04		73.95	CASH	09MAR2004
R.D. OPENED		READY	OPTIONS: STK:40307 DLR:WILLIS ENG:6.0 Liter				
:23 04MAR04		13:46 09MAR04					
VE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

247 EVAN POTTER LIC#: 0892

W98

(N/C)

MT9F838 CK ICP AND IPR SPECS

247 EVAN POTTER LIC#: 0892

W98

(N/C)

FC: D21 42

PART#: 3C3Z*9C968*AA

COUNT:

CLAIM TYPE:

AUTH CODE:

0892

TS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

THANK YOU FOR YOUR BUSINESS

THANK YOU FOR YOUR BUSINESS!

SERVICE DEPARTMENT HOURS
Monday-Friday 7:30 AM-5:30 PM
Saturday 8:00 AM-4:00 PM

302-653-5900
1-888-770-FORD(3673)

STATEMENT OF DISCLAIMER

This factory warranty represents all of the warranties with respect to the sale of this automobile. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorized any other person to assume for it any liability in connection with the sale of this automobile.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

PE84-878 8437

Robert M. Silverman, Esquire
Identification No. 59914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ardmore, PA 19002
(215) 548-8888

ATTORNEYS FOR PLAINTIFF

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

[REDACTED]
Collegeville, PA [REDACTED]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [REDACTED] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 3957 Mill Road, Collegeville, PA 19426.

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

BACKGROUND

3. On or about October 01, 2003, Plaintiff purchased a new 2003 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTNX21F73E [REDACTED]

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

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

Lemon Law, totaled more than \$32,008.02. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

16. On or about October 01, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

24. The first documented warranty repair attempt is believed to have occurred on or before October 15, 2003, when the vehicle odometer showed 1,500 miles. On that date, repair attempts were made to the electronic engine controls, engine for idle surges and racing conditions, PCM

for recalibration, radio for excessive static, radio electrical grounds and connectors. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

25. The second documented warranty repair attempt is believed to have occurred on or before November 05, 2003, when the vehicle odometer showed 2,967 miles. On that date, repair attempts were made to the electronic engine controls, engine surges, and front seat damage. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

26. The third documented warranty repair attempt is believed to have occurred on or before December 10, 2003, when the vehicle odometer showed 5,142 miles. On that date, repair attempts were made to the radio for poor reception, electrical battery light and defective alternator. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

27. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. True and correct copies of the additional warranty invoices are attached hereto, made a part hereof and marked Exhibit "E".

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of

costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

- (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
- (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff



NORRISTOWN FORD
 RIDGE PIKE AND TROOPER RD.
 P.O. BOX 708
 NORRISTOWN, PA 18404
 (610) 539-5400

DEL CHEVROLET, INC.
 1644 LANCASTER AVE.
 PAOLI, PA 18301
 (610) 647-9440

DEL TOYOTA, INC.
 2846 E. LINCOLN HWY.
 THORNDALE, PA 19372
 (610) 383-8300

DATE: 10/01/2003 SALESMAN: ROBERT H SMALL STOCK: 31255

PURCHASER'S FULL NAME: [REDACTED] SOCIAL SECURITY NO.: [REDACTED] DOB: 02/14/75
 CO-PURCHASER'S FULL NAME: [REDACTED] FIRST: [REDACTED] MIDDLE: [REDACTED] LAST: [REDACTED] OFFICE: [REDACTED] SOCIAL SECURITY NO.: [REDACTED] DOB: [REDACTED]

STREET: [REDACTED] CITY: SANATOGA STATE: PA ZIP: [REDACTED] COUNTRY: [REDACTED]

TEL. HOME: [REDACTED] BUS. PHONE: [REDACTED] FLEET/ENTER BY PURCHASER FOR: ☐ NEW ☐ USED ☐ DEMONSTRATOR ☐ RENTAL REPURCHASE

YEAR: 2003 MAKE: FORD TRUCK MODEL OR SERIES: S-DTY F-250 BODY TYPE: F251 4X4 SUPE COLOR: SONIC BLUE VIN: 0347X
 VIN OR SERIAL NO.: 1FTNX21P73 [REDACTED] RELEASE: 299 [REDACTED] CO-INSURANCE: [REDACTED]

OPTIONAL EQUIPMENT: [REDACTED] SELLING PRICE: 35008 02

PRICE - INCLUDES ALL INCENTIVES. [REDACTED]

DEALER-INSTALLED EQUIPMENT: [REDACTED] REBATE: 3000 00

TOTAL SELLING PRICE: \$ 32008 02

LESS ALLOWANCE FOR TRADE: 17100 00

BALANCE: 14908 02

SERVICE CONTRACT: [REDACTED] OTHER: [REDACTED]

SUB-TOTAL: \$ 14908 02

SALES TAX: \$ 894 48

TIRE TAX: \$ 5 00

DOCUMENTARY FEES: \$ 55 00

TITLE & LICENSING FEES: \$ 33 50

TOTAL: \$ 15896 00

NO LIABILITY INSURANCE INCLUDED

CASH DEPOSIT SUBMITTED WITH ORDER: [REDACTED]

CASH ON DELIVERY: [REDACTED]

TOTAL CASH: [REDACTED]

AMOUNT DUE AFTER DOWN PAYMENT: 15896 00

PLUS: PAYOFF TO: NORRISTOWN BELL FCU: 12946 68

DATE: 07/31/04 VIN: 53811181801

COLOR: GREEN MODEL OR SERIES: 1FTNX21F6X RELEASE: 759876

BALANCE DUE: 28842 68

BALANCE TO BE FINANCED: [REDACTED]

1104 E HIGH ST POTTSTOWN PA 19463

COMP. ☐ COLLISION ☐ LIABILITY ☐

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized.

I have read the order printed on the back hereof and agree to it as part of my hereby acknowledge receipt of a copy of this order.

DATE: 10/01/03

APPROVED: [REDACTED]

DEALER BY RETURNED MAIL

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

PE84-878 8447

NORRISTOWN FORD

Ridge Pike & Trooper Road

NORRISTOWN, PA. 19403

(610) 539-5400

www.norristownford.com



CUSTOMER NO.	58703	ADDRESS	TAC NO.	INVOICE DATE	INVOICE NO.
		TARQUINO, MARK	304 781	10/22/03	FOCSI72940
		LABOR RATE	1,500	COLOR	STOCK NO.
		78.00		BLUE/SILVER	31255
		YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
SANATOGA, PA		03/FORD TRUCK/S-DTY F-250/F251 4X4 5		10/01/03	299
		VEHICLE ID. NO.		DELIVERY DELAYED	PRODUCTION DATE
		1 F T N X 2 1 P 7 3		16046	01/09/03
		P. P. E. NO.		R. O. DATE	
				10/15/03	
		COMMENTS			RELEASE OUT
					MO: 1500

[illegible]

YOUR STATE INSPECTION
IS DUE ____ / ____ / ____

UNITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIR LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THE LABOR WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL TROUBLE AND SHOCKS, AND FLUID SYSTEMS—WHICH DUE TO COMPLEXITY, THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNERS/CUSTOMER AND IS NOT TRANSFERABLE TO ANY UNAUTHORIZED BY ANY OTHER PERSON.

THE PARTIES IN SOLD "AS IS." THE ONLY WARRANTIES APPLIED TO THIS PARTY ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER IMPLIED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY ASSUMES NO AUTHORITY ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTIAL PARTIAL DEFENSE. SUCH PARTY MAY BE SUBJECT TO PROSECUTION FROM THE SELLING DEALER AND CONSEQUENTLY, DAMAGES, SUBJECT TO PROSECUTION, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER ECONOMIC DAMAGES, IN ADDITION TO DAMAGES INCURRED IN A DEALER LIABILITY FOR DAMAGES PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF DIRECT LIABILITY, NEGLIGENCE, OR OTHERWISE.

Thank You.
We appreciate
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NORRISTOWN FORD

Ridge Pike & Trooper Road

NORRISTOWN, PA 19403

(810) 639-5400

www.newtownland.com



FE04-878 0448

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Ridge Pike & Trooper Road
NORRISTOWN, PA. 19403

{610} 539-5400

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[illegible]



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NORRISTOWN, PA. 19403
(610) 539-5400
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CLASSIFIER NO. 58703	ADVISOR VALENTINO, FRANK	INS NO. 633	INS NO. 444	WORK DATE 10/20/03	WORK NO. F0C5173196
	LABOR RATE 78.00	MESSAGE 1,400		COLOR BLUE/SILVER	STOCK NO. 31255
SANATOGA, PA	YEAR / MAKE / MODEL 03/FORD TRUCK/S-DTY F-250/F251 4X4 S			DELIVERY DATE 10/01/03	DELIVERY MILES 299
	VEHICLE ID NO. 1FTNX21P73E			SALE NO. 16046	PRODUCTION DATE 01/09/03
	P.T.E. NO.	P.L. NO.		R. & DATE 10/20/03	
	SUPPLIER PHONE	COMMENTS			INVOICE OUT NO: 14001

PARTS	QTY	PP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	INTERNAL
INSTALL BED LINER	1	F01Z-998003-BA	KIT-PICKUP BOX			0.00
JOB # 1 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00
RAYMOND J. RAGEL JR.				7628		
TOTAL LABOR				0.00		
TOTAL PARTS				0.00		
TOTAL SALES TAX				0.00		
TOTAL HISC CHG				0.00		
TOTAL HISC TAX				0.00		
TOTAL INVOICE \$				0.00		

DISCOVER CHECK VISA

YOUR STATE INSPECTION

IS DUE / /

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 100,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS. DUE TO CORROSION, THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNERSHIP AND IS NOT TRANSFERABLE TO A NEW OWNER. THIS WARRANTY IS VOID IF THE VEHICLE IS USED IN A MANNER NOT INTENDED BY THE MANUFACTURER. THIS WARRANTY DOES NOT COVER ANY PARTS OR MATERIALS. THIS WARRANTY IS VOID IF THE VEHICLE IS USED IN A MANNER NOT INTENDED BY THE MANUFACTURER. THIS WARRANTY DOES NOT COVER ANY PARTS OR MATERIALS.

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PEB4-078 0458



NORRISTOWN FORD

Ridge Pike & Trooper Road
NORRISTOWN, PA. 19403

(610) 539-5400

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CUSTOMER NO. 58703	ADVISOR TARQUINO, MARK	FAIR NO. 304	FAIR NO. 466	INVOICE DATE 12/12/03	INVOICE NO. FOCS175880
	LABOR RATE 78.00		SALES TAX 5.142	COLOR BLUE/SILVER	STOCK NO. 31255
	YEAR / MAKE / MODEL 03/FORD TRUCK/5-DTY F-250/F251 4X4 S			DELIVERY DATE 10/01/03	DELIVERY MILES 299
SANATOGA, PA	VEHICLE ID NO. 1FTNX21P73			SELLING DEALER NO. 16046	PRODUCTION DATE 01/09/03
	F.T.E. NO.			R.O. DATE 12/10/03	
	SALES PHONE			SALES OUT MO: \$142	

JOB # 1 TOTAL PARTS 0.00
JOB # 1 TOTAL LABOR & PARTS 0.00

JOB # 2 TOTAL PARTS 0.00
JOB # 2 TOTAL LABOR & PARTS 0.00

JOB # 3 TOTAL PARTS 27.73
JOB # 3 TOTAL LABOR & PARTS 37.17

JOB # 4 TOTAL PARTS 37.50
JOB # 4 TOTAL LABOR & PARTS 57.45

JOB # 1 TOTAL PARTS 0.00
JOB # 1 TOTAL LABOR & PARTS 0.00

JOB # 2 TOTAL PARTS 0.00
JOB # 2 TOTAL LABOR & PARTS 0.00

JOB # 3 TOTAL PARTS 27.73
JOB # 3 TOTAL LABOR & PARTS 37.17

JOB # 4 TOTAL PARTS 37.50
JOB # 4 TOTAL LABOR & PARTS 57.45

JOB # 1 TOTAL PARTS 0.00
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JOB # 3 TOTAL PARTS 27.73
JOB # 3 TOTAL LABOR & PARTS 37.17

JOB # 4 TOTAL PARTS 37.50
JOB # 4 TOTAL LABOR & PARTS 57.45

YOUR STATE INSPECTION

IS DUE

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 100,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY DOES NOT INCLUDE FRONT- AND REAR-DRIVE SHAFTS, WIPERS AND SPARKS, AND FUEL SYSTEMS. THIS WARRANTY IS EXTENDED TO THE VEHICLE OWNER/LESSEE AND IS NOT TRANSFERABLE TO ANY OTHER PERSON.

THIS WARRANTY IS VOID IF THE VEHICLE WAS NOT MAINTAINED ACCORDING TO THE MAINTENANCE SCHEDULE WHICH MAY BE OBTAINED BY THE MANUFACTURER. THE REPAIR FACILITY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REPAIR FACILITY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REPAIR FACILITY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REPAIR FACILITY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Thank You.
We appreciate
your business!

NORRISTOWN FORD

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CUSTOMER NO. 58703	ADDRESS TARQUINO, MARK	AGE 304	PHONE NO. 466	WORK DATE 12/12/03	WORK NO. FOCS175880
DATE OF SALE 12/12/03	FINANCE 5.142	COLOR BLUE/SILVER	STOCK NO. 31255	DELIVERY DATE 10/01/03	DELIVERY MILE 799
VEHICLE MAKE / MODEL 03/FORD TRUCK/S-DTY F-250/F251 4X4 S	VEHICLE ID. NO. 1FTNX21P73E	DEALER NO. 16046	PRODUCTION DATE 01/09/03	R.O. DATE 12/10/03	FINANCE EXT. NO: 5142
COMMENTS					

TOTALS

WE WANT YOU TO BE COMPLETELY SATISFIED WITH OUR SERVICE. IN THE NEAR FUTURE YOU WILL BE RECEIVING A SURVEY FROM FORD REGARDING THE QUALITY OF REPAIRS. IF YOU WOULD COMPLETE THE SURVEY, IF YOU ARE NOT COMPLETELY SATISFIED WITH THE REPAIRS, PLEASE CONTACT US AT (610) 539-5400.

DATE: 12/23/03

SALESMAN: [Signature]

CHECK: [Signature]

TOTAL LABOR 29.94
TOTAL PARTS 55.23
TOTAL SUBLET 0.00
TOTAL S.O.G. 0.00
TOTAL MISC CHG 0.00
TOTAL MISC DISC 24.11
TOTAL TAX 4.48

TOTAL INVOICE \$ 74.84

YOUR STATE INSPECTION

IS DUE 1/1/04

LIMITED LABOR WARRANTY

THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 100,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY IS SPECIFICALLY EXCLUDED FROM THE FOLLOWING: ELECTRICAL, PAINTING, AND BODY REPAIRS. SYSTEMS SUBJECT TO CONTAMINATION FROM THE USER'S NEGLIGENCE IN MAINTENANCE OF THE VEHICLE. DAMAGE TO CUSTOMER AND IS NOT TRANSFERABLE TO ANY OTHER PERSON.

THIS WARRANTY IS BEING MADE BY THE ONLY REPAIRMAN APPLIED TO THE PARTS AND THOSE WHICH MAY BE OBTAINED BY THE CUSTOMER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NOTHING APPROVED HEREIN SHALL BE CONSTRUED TO CONTRADICT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTS AND THOSE WHICH MAY BE OBTAINED BY THE CUSTOMER. IN NO EVENT SHALL THE SELLING DEALER BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, OR ANY OTHER DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, IN ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE SALE OF THIS PARTS AND THOSE WHICH MAY BE OBTAINED BY THE CUSTOMER.

*Thank You,
We appreciate
your business!*

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(610) 539-5400
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CUSTOMER NO.	58703	ACTION	SALOWAY, MICHAEL	649	RAT	INVOICE DATE	03/12/04	INVOICE NO.	FCCS18A0130
LADDER RATE	78.00	UNIT PRICE PER			AMOUNT	9.955	COLOR	BLINE/SILVER	31255
YEAR / MAKE / MODEL	03/FORD TRUCK/S-DTY F-250/E251 4X4 5	DELIVERY DATE	01/01/03					DELIVERY MILE	290
ORDER TO NO.	1 F T N X 2 I P 7 3 E	BELLING DATA NO.	16046					PRODUCTION QTY	01/09/03
P.T.E. NO.		R.O. DATE	03/09/04						
ADDRESS LINE		SUPPLIER PHONE						ARRANGE OUT	MKT: 0056
		COMMENTS							

RADIO		HOURS		2.00 REDUCED (34/20)		IMMEDIATE	
COST STATE ALL RADIO STATIONS CODE IN MEAL-STATIC							
EMERGENCY SYSTEM, YFIFY STAJC. CONTACT FOR RADIO CENTER							
REPAIR-REPAIR UNIT, BASE AND CARL FROM RADIO TO BASE							
INS-ALL INSURE FROM BATTERY TO ANTENNA BASE.							
1	10	1022R	.....	DESCRIPTION	.....	LIST PRICE	UNIT PRICE
		31A-14216-A		WIRE PRIMARY-N			
		3C12-18R12 AA		CABLE ASY-RADI			
		4C32-18R16 BA		BS & CMT ASY			
		2C32-18R17 AA		ELT RADIO UNIT			
						JOB # 1 TOTAL PARTS	0.00
						JOB # 1 TOTAL LABOR & PARTS	0.00
FUEL AND EMISSIONS (7 HOURS) 2.00 REDUCED (34/20) IMMEDIATE							
COST STATE MATR IN TUL LIGHT COMES ON W/REVIEW							
150-1000 HAKING TURNS							
REPLACE FUEL FILTERS AND TULI MANIFOLD ON FUEL FILTER							
REPAIRING							
1	10	1022R	.....	DESCRIPTION	.....	LIST PRICE	UNIT PRICE
		3C12-18R12 AA		ADP			
		3C32-18R16 CA		KIT 107 12			
						JOB # 2 TOTAL PARTS	0.00
						JOB # 2 TOTAL LABOR & PARTS	0.00
FUEL AND EMISSIONS (7 HOURS) 2.00 REDUCED (34/20) IMMEDIATE							
COST STATE MATR IN TUL LIGHT COMES ON W/REVIEW							
150-1000 HAKING TURNS							
REPLACE FUEL FILTERS AND TULI MANIFOLD ON FUEL FILTER							
REPAIRING							
1	10	1022R	.....	DESCRIPTION	.....	LIST PRICE	UNIT PRICE
		3C12-18R12 AA		ADP			
		3C32-18R16 CA		KIT 107 12			
						JOB # 2 TOTAL PARTS	0.00
						JOB # 2 TOTAL LABOR & PARTS	0.00
FUEL AND EMISSIONS (7 HOURS) 2.00 REDUCED (34/20) IMMEDIATE							
COST STATE MATR IN TUL LIGHT COMES ON W/REVIEW							
150-1000 HAKING TURNS							
REPLACE FUEL FILTERS AND TULI MANIFOLD ON FUEL FILTER							
REPAIRING							

[illegible]



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NORRISTOWN, PA. 19403
(610) 539-5400
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CUSTOMER NO. 58703	APPROVAL WALTERS, LEONARD G	DATE 3/18/04	SALES 408	SALES 09/03/04	SALES 6003180686
SALES 78.00	SALES 18,567	SALES BLUE/STIVER	SALES 31255	SALES 10/01/03	SALES 289
SALES 03/FORD TRUCK 75-DTY E-250/E251 4X4 5	SALES 16046	SALES 09/02/04	SALES 07/09/03	SALES NO: 18567	
SALES 1 F T N X 2 1 P 7 3 E					
SALES 09/02/04					

WARRANTY

WE warrant the vehicle to be free from defects in workmanship and materials for a period of 3 years or 50,000 miles, whichever comes first. This warranty is limited to the original purchaser of the vehicle and is not transferable. It does not cover damage caused by accident, abuse, neglect, or improper use of the vehicle. The dealer is not responsible for any damage to the vehicle caused by the customer or third parties.

DESCRIPTION

03/FORD TRUCK 75-DTY E-250/E251 4X4 5

SALES

78.00

SALES

18,567

SALES

BLUE/STIVER

SALES

31255

SALES

10/01/03

SALES

289

SALES

09/02/04

SALES

07/09/03

SALES

NO: 18567

YOUR STATE INSPECTION

IS DUE **1. / .**

LIMITED LABOR WARRANTY

WE warrant the vehicle to be free from defects in workmanship and materials for a period of 3 years or 50,000 miles, whichever comes first. This warranty is limited to the original purchaser of the vehicle and is not transferable. It does not cover damage caused by accident, abuse, neglect, or improper use of the vehicle. The dealer is not responsible for any damage to the vehicle caused by the customer or third parties.

WE warrant the vehicle to be free from defects in workmanship and materials for a period of 3 years or 50,000 miles, whichever comes first. This warranty is limited to the original purchaser of the vehicle and is not transferable. It does not cover damage caused by accident, abuse, neglect, or improper use of the vehicle. The dealer is not responsible for any damage to the vehicle caused by the customer or third parties.

Thank You,
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