

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

COPY

DISTRICT COURT, WELD COUNTY, COLORADO P.O. Box 2038 Greeley, CO 80632-2038	
Plaintiff: [REDACTED] Defendant: FORD MOTOR COMPANY, a Delaware Corporation	▲ COURT USE ONLY ▲
Donald E. Janklow, #885 Attorney for Plaintiff 710 11th Avenue, Suite 205 Greeley, Colorado 80631 Phone Number: (970) 353-4000	Case No.: Division:
COMPLAINT	

COMES NOW the Plaintiff [REDACTED] by and through his attorney, Donald E. Janklow, and complains of the Defendant as follows:

1. Defendant Ford Motor Company, hereinafter referred to as "Ford", is a Delaware corporation authorized to do business in the state of Colorado and doing business in Weld County, Colorado through its agent and dealer Garnsey & Wheeler Company, d/b/a Garnsey & Wheeler Ford.
2. Plaintiff Carl Rackley, Jr. is a resident of Weld County, Colorado.
3. On or about July 17, 2003 Garnsey & Wheeler Ford sold a new 2003 Ford F-350 pickup truck Vehicle Identification Number 1FTWX33P13E [REDACTED] to the Plaintiff.
4. The 2003 Ford F-350 suffered from engine driveability problems which the Plaintiff took to Ford dealers for repair on more than four (4) occasions and they were not able to properly repair the vehicle to conform to Ford's warranty.
5. The Plaintiff has resorted to informal dispute settlement procedures with the Dispute Settlement Board pursuant to C.R.S. 42-10-106.
6. The Plaintiff submitted this matter to the Dispute Settlement Board used by Ford on or about April 27, 2004 and the Dispute Settlement Board (DSB) closed

repol 4-15-04

its file and concluded its case by letter dated June 17, 2004.

7. The Plaintiff provided prior written notification by certified mail to Ford by letter dated July 7, 2004 and delivered to Ford on July 12, 2004 and provided Ford with an opportunity to cure the defect.

8. This claim is brought pursuant to C.R.S. 42-10-101, *et seq.*

WHEREFORE the Plaintiff respectfully requests that the Court enter judgment in favor of the Plaintiff and against the Defendant either replacing the motor vehicle or refunding the Plaintiff's purchase price including taxes, fees and charges less a reasonable allowance for the Plaintiff's use of the motor vehicle together with his costs, reasonable attorney fees and expert witness fees.

Dated this 20th day of July, 2004.

Respectfully submitted,



Donald E. Jenklaw

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

ATTORNEY FOR PLAINTIFF

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

[REDACTED]
Butler, Pennsylvania [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 [REDACTED] Butler, Pennsylvania [REDACTED]

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

BACKGROUND

3. On or about February 01, 2003, Plaintiff purchased a new 2003 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTNX21P93E [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 \$20,000.00.

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

rough idle, stalling condition, loss of power condition, fuel light on, coolant leak, defective emblem, fuel gauge, fuel sensor and water drain. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

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

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff



Northland Ford

540 South Main Street

Zellenople, PA 16063

(724) 452-7630 or Toll Free 888-438-3673

Service Hours: Mon 7:30am - 8:00pm; Tue thru Fri 7:30am - 5:00 pm, Sat 7:00 am - 3:00 pm



VEH	59659	1 F T N X 2 1 P 9 3				DATE IN	02/22/03
YEAR	2003	MAKE	FORD TRUCK	MODEL	F250	TIME IN	08:01
PAINT	3102	PAINT	3102	DATE	00/00/00	DATE OUT	02/28/03
WKS		WKS		WKS		WKS	3391
WKS		WKS		WKS		WKS	MIKE BR

(1) POST DELIVERY INSPECTION

Labor	A	2	19.05
Subtotal Labor ...			19.05
WWS	WIN WASHE	1	1.95
Subtotal Parts ...			1.95
Total Repair (IR)			21.00

(10-0123 GLENN WEIS-)

(2)



Thank You!

Next Service MAY '03 Lube-Oil-Filter

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties other than those expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither seller nor authorized any person to assume for it any liability in connection with the sale of said products. Any limitation on the remedy does not apply where prohibited by law.

Page 1 of 1 Job 59659

59659

Customer Copy



19.05	Labor	.00
1.95	Parts	.00
.00	Sublet	.00
.63	Shop Supplies	.00
.00	Oil/Grease	.00
21.63	Total	.00
.00	Tax	.00
.00	Tax 2	.00
21.63	Total	.00

FED4-678 6478





NOT A SERVICE FORM

540 South Main Street

Zellenople, PA 16063

(724) 452-7530 or Toll Free 888-438-3673



FORD

Service Hours: Mon 7:30am - 8:00pm; Tue thru Fri 7:30am - 6:00 pm, Sat 7:00 am - 3:00 pm

62004; 1.7 T N X 2 1 7 5 3

14213 FORD TRUCK F84

42174

53620

1100001

536351

STOCKER PA 16.71

04/11/03
02:01
MKE B

(1) Cust STS Fuel Gauge INOP (W)
Refused Fuel Service
the tank Refect OK
Front + Rear Bumpers buff the
Rust OFF

Thank You!

ESTIMATE
BY LAW YOU HAVE THE
RIGHT TO AN ESTIMATE OF
THE EXPECTED COST OF
REPAIRS OR SERVICES.

ESTIMATE APPROVAL FROM

WRITTEN
ESTIMATE

ORAL
ESTIMATE

NO
ESTIMATE

LF
RF
LR
RR

WRITTEN
ORAL
NO

LF
RF
LR
RR

All parts are new or factory rebuilt unless specific otherwise. Parts replaced under the manufacturer's warranty are subject to the dealer's inspection by the manufacturer.

DISCLAIMER OF WARRANTIES

Any warranty on the product sold hereby is that made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither the seller nor its employees or agents assume any liability in connection with the sale of said products. The product is sold by the seller "As Is" and the entire risk as to quality and performance of the product is with the buyer and the manufacturer. If the product proves to be defective or unsatisfactory, the buyer should contact the manufacturer, and the seller shall assume the entire cost of all necessary remedies.

TERMS: CASH, CHECK OR CREDIT CARD

I hereby authorize the work work herein set forth to be done by you along with the necessary parts and materials to be furnished by you. I agree that you are not responsible for loss or damage to vehicles or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you neither assumes nor authorizes anyone to assume any liability in connection with such repair. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repair charges. In the event that you, the customer, withdraws authorization but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charges will be directly related to the actual amount of labor or parts involved in the inspection, repair or service. Customer labor charges may be based on the complexity of the repair and the level of expertise required to effect the repair.

60628A 04/10/2003 5297 00 W CUST STS FUEL GAUGE IN
59658B 03/25/2003 3102 00 W CUST STS EMBLEM INOP
59658A 03/25/2003 3102 10 W CUST STS IDLES ROUGH/1
59659B 02/26/2003 3102 I
59656A 02/26/2003 1 7 : POST DELIVERY INSPECTI

Page 1 of 1

62004 Job 62004

X

DISPATCH INFORMATION

FEB-878 8472



Northland Ford

540 South Main Street

Zallenople, PA 16063

(724) 452-7530 or Toll Free 888-438-3673

Service Hours: Mon 7:30am - 8:00pm; Tue thru Fri 7:30am - 6:00pm; Sat 7:00am - 3:00pm



NO	66907	VIN	1FTNX21P93E			DATE IN	07/22/03	
YEAR	2003	MODEL	FORD TRUCK	F250	COLOR	SILVER	TIME IN	09:10
WHEELS	15750	WHEELS	15750	WHEELS	00/00/00	WHEELS	07/25/03	
WHEELS		WHEELS		WHEELS		WHEELS	5391	
WHEELS		WHEELS		WHEELS		WHEELS	MIKE BR	

(2) COST STS SPITS AND SPUTTERS
 LOSING POWER
 MY-PERFORM MASS FUEL DESIRED TEST AND R/
 INJ LR SIDE-NO OPM ON SLTS FOR 6.0L ENG

6005 OPS	42	D36	A	29
MT9527			A	31
(F)3C3E9E527AE		NOE	ASY-F	1
Total Repair (WC)				387.18

(3) CAMPAIN 03B05

03B05B	R	A	7
03B05B3B2A		SNS	ASY-F
Total Repair (WC)			45.17

(4) CAMPAIN 03B06

03B06B	R	A	7
03B06B3B2A		SNS	ASY-F
Total Repair (WC)			45.17



Thank You!

DISCLAIMER OF WARRANTIES Any information on the product and hereby not liable for the information. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor endorses any person to assume for it any liability in connection with the sale of said products. Any limitations contained herein does not apply where prohibited by law.	TERMS No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.	.00 Labor .00 Parts .00 Sublet .00 Shop Supplies .00 Oil/Grease .00 Total Tax Total	.00 .00 .00 .00 .00 .00 .00
	Page 1 of 1 Reprint 66907 Job 66907 Customer Copy		

PEB4-376 0473

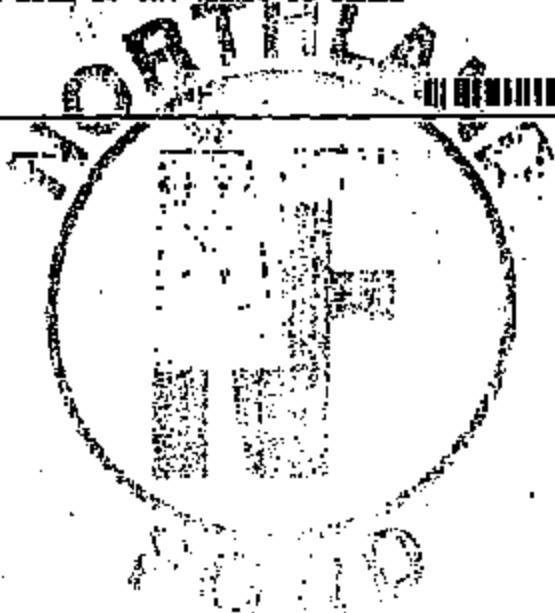


540 South Main Street
Zelenovia, PA 15063
(724) 452-7530 or Toll Free 888-538-5673
Service Hours: Mon 7:30am - 5:00pm, Tue 7:30am - 5:00pm, Wed 7:30am - 5:00pm, Thu 7:30am - 5:00pm, Fri 7:30am - 5:00pm, Sat 7:30am - 5:00pm, Sun 7:30am - 5:00pm

72638	1 F T N X 2 1 P 9 3 E				11/21/03
2003	FORD TRUCK	F250	SILVER		09:22
27781	27769	00/00/00	YJC6353	BUTLER PA	00:00
007					00s

(1) CUST STS FUEL LITE IS ON. WANTS TO STALL

(W)



Thank You!

6738RA	08/05/2003	16954	10 W	CUST STS WATER IN FUEL
66907D	07/25/2003	15750	10 W	CAMBAIN 03B05
66907C	07/25/2003	15750	10 W	CAMBAIN 03B05
66907B	07/25/2003	15750	10 W	CUST STS SPITTS AND SP
62003A	07/21/2003	5297	W	CUST STS FUEL GAUGE IN

WAITING

72638

ESTIMATE	LF
BY LAW YOU HAVE THE RIGHT TO AN ESTIMATE OF THE EXPECTED COST OF REPAIRS OR SERVICES.	RF
ESTIMATE AUTHORIZATION	LR
	RR
WHYTH ESTIMATE	LF
ORAL ESTIMATE	RF
NO ESTIMATE	LR
	RR

All parts are new or factory rebuilt unless specified otherwise. Parts replaced under the manufacturer's warranty are retained by the dealer for inspection by the manufacturer.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, whether expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. The product is sold by the seller "As Is" and the seller does not warrant the performance of the product to the buyer and for manufacturers. If the product proves to be defective after purchase, the buyer shall contact the manufacturer, not the seller, and assume the entire cost of all necessary repairs.

TERMS: CASH, CHECK OR CREDIT CARD

I hereby authorize the repair work herein set forth to be done by you along with the necessary parts and materials to be furnished by you. I agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or materials for any reason and that you neither assumes nor authorizes anyone to assume any liability in connection with such repairs. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto in the event that you, the mechanic, authorizes commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reasonably or partially completed work. Such charge will be charged, related to the actual amount of labor or parts involved in the inspection, repair or service. Customer labor charges may be based on the amount of the work and the level of expertise required to effect the repair.

Page 1 of 1

72638 Job 72638

X

PE84-878 0474

OTC
POWERTRAIN

KOED

KOED

KOED

KOED

BODY

CHASSIS

UNARMED

OTHER

LEAD DESCRIPTION

TIME

YES

NO

TIME

COST

STRAIGHT
TIME RATE

FLAT RATE
PRICE

RD NO

W7262

OFF

NOV 21 12:26

2.9

81

H. ITA

NOV 21 09:31

TECHNICIAN'S FINDINGS & REMARKS

INVOICE

CHAS. CODE

FAIRY RETURN

EMP. NO.

TIME
CLOCK

ENGINE STALLS AT TIMES, WATER IN FUEL LIGHT ONE

ENGINE DRAIN FUEL AIR

WATER PUMP FIRM TEST TO LATEST LEVEL

Replaced fuel separator,

Replaced fuel pump AIR

Replaced fuel pump AIR

Replaced fuel pump AIR

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Replaced fuel pump AIR

Replaced fuel pump AIR

STATE INSPECTION INFORMATION

STATE INSPECTION RECOMMENDED REPAIRS & REMARKS

INSPECTED BY (EMPLOYER'S)

LF

RF

LR

SS

WHEELS

LF

RF

LR

SS

INSPECTION

TECHNICIAN'S
SIGNATURE

PER-078 0475





Northland Ford

540 South Main Street
Zellenople, PA 16063
(724) 452-7630 or Toll Free 888-438-3673

Service Hours: Mon 7:30am - 8:00pm; Tue thru Fri 7:30am - 5:00pm, Sat 7:00am - 3:00pm



75934	1 F T N X 2 1 P 9 3 E			02/10/04
2003	FORD TRUCK F250	SILVER		12:09
33221	33221	00/00/00	YJCH553	02/24/04
			BUTLER PA	5391
				MIKE BRO

(1) COOLANT BLS COOLANT KEEPS GOING LOW

TOWED IN WONT RUN

REFLOSH-CLEAN AND FLOSH FUEL TANK AND DRAIN

FUEL FROM CYL HEADS

MT9527-R/R ALL FUEL INJECTORS

9002AF	42	D02	A	14
9282A			A	5
6005E			A	6
6005E2			A	1
6005E3			A	1
6005E4			A	1
6005E6			A	2
6731A			A	3
MT9527			A	24
MT9527			A	95
3C326N184CA		KIT-FU/YL		1
29409		STANADYNE		1
(F)3C326N5274E		NOZ ASY-F		8
3C326768AN		VLV ASY-C		1
FL2016		KIT-OIL F		1
X015W40QSD		OIL ENG L		15
Total Repair (W)				987.31

Thank You!

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are made solely by the manufacturer. The seller hereby expressly disclaims all warranties other than those made by the manufacturer, including any implied warranty of merchantability of fitness for a particular purpose, and neither the seller nor any person in receipt of it any liability in connection with the sale of said product. Any limitations contained herein do not apply where prohibited by law.

TERMS

No returns on standard or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

.00	Labor	.00
.00	Parts	.00
.00	Sublet	.00
.00	Shop Supplies	.00
.00	Oil/Grease	.00
.00	Total	.00
	Tax	.00
	Total	.00

Page 1 of 1 Reprint

75934

Job 75934

Customer Copy

PE84-678 3477



Northland Ford

540 South Main Street

Zellenople, PA 16063

(724) 452-7530 or Toll Free 888-488-3673

Service Hours: Mon 7:30am - 8:00pm; Tue thru Fri 7:30am - 5:00pm; Sat 7:00am - 3:00pm



NO	76035	VIN	1FTNX21P93E	DATE	02/12/04
YEAR	2003	MAKE	FORD TRUCK	MODEL	F250
		COLOR	SILVER		
MI	75934	MI	75934	DATE	02/13/04
		TIME	00/00/00		
		LOCATION	BUTLER PA		
				WHITE	5391
					MIKE BRO

(1) AIR FILTER

PER RANDY CORLEW MUST HAVE

(Tech:00)

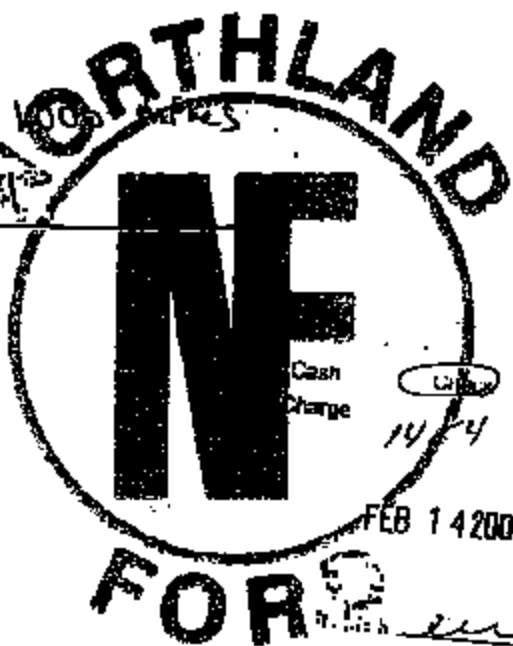
FAL746

FLTR-AIR CL 1 80.00

Total Parts 80.00

Total Repair (Customer) 80.00

NEED BACK IN 1000 MILES
for sample of oil



Cash
Charge

14/4

Cord
ADMV

Thank You

Next Service MAY '04 Lube-Oil-Filter

DISCLAIMER OF WARRANTIES

Any statement on the product odd body as those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

TERMS

We reserve an electrical or special order items. A restocking charge will be applied on all merchandise returned for credit or refund. We reserve after 30 days or without this invoice.

.00	Labor	.00
.00	Parts	80.00
.00	Sublet	.00
.00	Shop Supplies	.00
.00	Oil/Grease	.00
.00	Total	80.00
.00	Tax	4.80
.00	Total (Cash)	84.80

Page 1 of 1 Job

76035

Customer Copy

PEB4-878 8478

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

ATTORNEYS FOR PLAINTIFF

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

Willow Grove, Pennsylvania

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, [REDACTED] Willow Grove, Pennsylvania [REDACTED]

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

BACKGROUND

3. On or about July 31, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSXJ1P63 [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 \$20,000.00.

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).

12. Within the warranty period, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal no-power condition, rough transmission, stalling condition, blue smoke when starting, runs rough, defective vacuum line, transmission and power mirrors. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "A".

13. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions which Defendant's warranty dealer did not provide or maintain itemized statements or records as required by law.

14. Plaintiff avers that such itemized statements which were not provided also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

15. Plaintiff has and will continue to suffer damages due to Defendant's failure to maintain and provide itemized statements of repair.

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

20. 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.

21. 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.

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

23. 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.

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

25. 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.

26. 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.

27. 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.

28. 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 II
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

32. 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."

33. 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.

34. 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.

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

36. 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.

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

38. 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

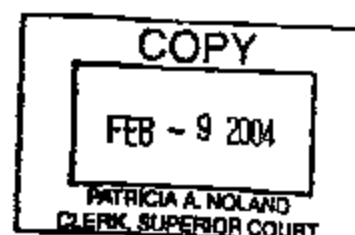
VERIFICATION

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

1 Marshall Meyers (#020584)
2 KROHN & MOSS, LTD.
3 111 W. Monroe, Ste. 1124
4 Phoenix, AZ 85003
5 (602) 275-5588
6 mmeyers@consumerlawcenter.net
7



8 *IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA,*
9 *IN AND FOR THE COUNTY OF PIMA*

10 [REDACTED]
11)
12)
13 Plaintiff,)
14)

15 vs.)

No. C20040726

16 FORD MOTOR COMPANY,)
17)

BREACH OF WARRANTY

18 Defendant.)
19)
20)

CHARLES S. SABALOS

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

23 2. Plaintiff, Patrick Hollins ("Consumer"), is an individual who was at all times
24 relevant hereto residing in the State of Arizona.

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

30 4. On or about May 14, 2003, Consumer purchased a 2003 Ford F-350 ("F-350")
31 manufactured and supplied by Warrantor, Vehicle Identification No. 1FTSW30P43 [REDACTED] for
32 \$36,534.25, inclusive of all collateral charges incurred at the time of purchase. See Purchase
33 Order, attached hereto as Exhibit "A."

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

5 6. On or about May 14, 2003, Consumer took possession of the F-350 and shortly
6 thereafter experienced various defects and non-conformities within the F-350 that diminish its
7 value and/or substantially impair its use and value to Consumer. These defects include, but are
8 not limited to a defective transmission, Persistent vibrations, persistent fluid leaks, a defective
9 flywheel, a defective brake hydraulic boost assembly, a defective starter, a defective interior
10 trim, a defective ICP sensor, persistent recalls, a defective electrical system, and, any other
11 complaints actually made, whether contained on the defendant's company's invoices or not.

12 7. Consumer provided Warrantor, through its authorized dealership network,
13 sufficient opportunities to repair the defects, non-conformities and conditions within the F-350.

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

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

18 10. Consumer avers that as a result of the ineffective repair attempts made by
19 Warrantor through its authorized dealership network, the F-350 cannot be utilized for use as
20 intended by Consumer at the time of acquisition and that the use and value of the F-350 has been
21 diminished and/or substantially impaired to Consumer.

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

4 12. Consumer provided Warrantor written notification of the defects within the
5 subject vehicle, an offer for a final opportunity to cure, and Consumer's demand for
6 compensation on November 19, 2003. See Notice Letter, attached hereto as Exhibit "B."

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

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

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

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

18 WHEREFORE, Patrick Hollins prays for relief against Ford Motor Company in the form
19 of a refund or replacement, an award of diminution in value damages, any equitable relief to
20 which Plaintiff may be entitled, all attorney fees, expert fees and court costs incurred during the
21 commencement and prosecution of this matter, and all other relief deemed just and appropriate
22 by this Court.

1 Respectfully submitted this 2nd day of Jan, 2004.

2
3 By: 

4 Marshall Meyers (020584)
5 KROHN & MOSS, LTD.
6 Attorneys for Plaintiff
7 111 W. Monroe, Ste. 1124
8 Phoenix, AZ 85003
9 (602) 275-5588

A

FROM: JJ TRIMS MOTORLAND

DEAL #: 36828

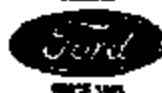
FAX NO.: 5205120057

STK #: H231382 CREDIT: 3100029

Nov. 13 2003 12:18PM P2

HOLMES TUTTLE FORD

980 West Main Street • Tucson, Arizona 85704
(520) 282-9900



DATE: 07/14/2003

TUCSON AZ

CITY

STATE

ZIP

YR: 2003	MAKE: FORD TRUCK	MODEL: 9-DTY F-350	TYPE: CREW CAB	SEL: 4X6X2FORD WHITE	REG: 5002
<input type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMO	SEAL NO: 1FT8W38P43	TO: 07/14/2003	FROM: 07/14/2003	MILES: 49	

LIMITATIONS / EXCLUSIONS OF PRODUCT WARRANTIES

(A) For "new" vehicles: (1) If the vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose unless Seller also gives a written warranty covering, at its option, with respect to the vehicle, or, at the time of this sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to duration of Seller's written warranty or service contract; (2) If the vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose. The vehicle is sold to Purchaser AS IS, except for any express warranties made by Seller, or its own label, or by the manufacturer of the vehicle, or of any component parts. (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied.

(B) For "used" vehicles:

(1) Seller does not warrant merchantability.

THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 18 DAYS OR 800 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 \$1- TO \$40.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

(2) Seller of Used Car limited Warranty of Merchantability

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAD THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

Buyer _____
Buyer _____

(C) The vehicle is sold "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives Purchaser a separate written instrument stating the terms of any express or implied warranty given by Seller on its own behalf. If the vehicle is purchased for personal use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 800 miles after delivery, whichever is earlier, as set forth above; unless Seller also gives a written warranty or service contract which applies to the vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to the duration of Seller's written warranty or service contract. If the vehicle is purchased for commercial use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 800 miles after delivery, whichever is earlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied, except for a breach of the implied warranty of merchantability.

ACV	MA T	TRUCK-4X ALLOWANCE	\$	N/A
		LESS BROFF	\$	N/A
		NET TRIDE	\$	N/A
PAYOFF TO	GOOD UNTIL			
ADDRESS				
YEAR	MAKE	MODEL		
STOCK NO.	MILES			
ACV	MA T	TRUCK-4X ALLOWANCE	\$	N/A
		LESS BROFF	\$	N/A
		NET TRIDE	\$	N/A
PAYOFF TO	GOOD UNTIL			
ADDRESS				
YEAR	MAKE	MODEL		
STOCK NO.	MILES			

SELLING PRICE		36384.00
SALES TAX		N/A
DEALER DOCUMENTARY SERVICE FEE		N/A
VIN 00 00000 000000 00000 00000		34.25
SERVICE CONTRACT		N/A
1. TOTAL CASH PRICE DELIVERED		36334.25
2. CASH	DEPOSIT ON ORDER	N/A
	DUE ON DELIVERY	N/A
	REBATE	1500.00
3. TRADE IN NET TRADE	N/A	
4. TOTAL CASH PAYMENT (2-3)		1500.00
5. UNPAID BALANCE OF CASH PRICE (1-4)		35834.25

Purchaser agrees that this Order reflects all of the terms and conditions on both the face and reverse side hereof, that this Order reflects and supersedes any prior agreement and/or all of the dealer's conditions on the face and reverse side of the terms of the agreement relating to the subject vehicle covered hereby. THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY MANAGEMENT AND IF A TIME SALE (1) PURCHASER'S CREDIT AND DEBIT APPROVED BY A FINANCIAL INSTITUTION AND IT AGREES TO PURCHASE A NEW, INSTALLMENT CONTRACT BASED ON THIS ORDER, (2) APPROPRIATE FINANCE CHARGE WILL BE CHARGED AND (3) A SECURITY AGREEMENT EXECUTED UNTIL A TIME SALE CREDIT BECOMES BINDING PURCHASER MAY CANCEL IT AND RECOVER ANY DEPOSIT MADE DEALER OF CASH, NOT IN THE EVENT OF A CREDIT APPROVAL OF THE TERMS HEREOF IS SUBJECT TO A BANK OF FINANCE CREDIT. IF PURCHASER CANCELS THIS ORDER, PURCHASER WILL BE RESPONSIBLE FOR ALL COSTS INCURRED BY THE DEALER.

Purchaser by his signature on this Order certifies that he is at least 18 years of age and understands that he has read in its entirety the terms and conditions of this Order and agrees to be bound by the terms and conditions of this Order.

SALESMAN: KENNETH DUANE TRZUT

SALES MANAGER: DENNY E. PLUMMER

FE84-870 0499

B

Krohn & Moss, Ltd.

Arizona Office
111 West Monroe, Suite 1124
Phoenix, AZ 85008
www.krohnandmoss.com

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www.krohnandmoss.com
Licensed to Practice in Arizona

Also practicing in:
Illinois
Florida
Georgia
Indiana
Missouri
Ohio
Wisconsin

 **COPY**

November 19, 2003

SENT VIA U.S. MAIL

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

Re: 
Our Client:
Your Client: Ford Motor Company
Vehicle: 2003 Ford F-350
VIN: 1FTEW30P431 
Our File Number: A03033810Z

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.

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

November 19, 2003

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 Brake Hydraulic Boost Assembly,
2. Defective Electrical System,
3. Persistent Vibration,
4. Persistent Fluid Leak,
5. Persistent Stalling in Flight Condition,
6. Persistent Recall,
7. Defective ICP Sensor,
8. Defective Interior Trim,
9. Defective Transmission, and,
10. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

 COPY

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle. As 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 freighted with apprehension. Zehrkis v. 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 inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. Reiter v. Manover, 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." Kaye 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

November 19, 2003

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. §44-1264 (C), and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

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

If the seller [or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

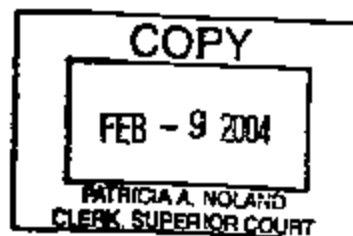
To avoid any litigation, my client merely requests a refund for the defective product, plus payment of our attorney's fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Arizona Lemon Law. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,
 **COPY**
Marshall Meyers
Attorney at Law

MSM/ald
Cc: Patrick Hollins

FED-078 8583



1 Marshall Meyers
2 KROHN & MOSS, LTD.
3 111 W. Monroe, Ste. 1124
4 Phoenix, AZ 85003
5 (602) 275-5588
6 Attorney No. 020584
7 mmeyers@consumerlawcenter.net

8 *In The Superior Court Of The State Of Arizona,*

9 *In And For The County Of Pima*

10 [REDACTED]
11)
12)
13 Plaintiff(s),)
14)

15 vs.)

16)
17 FORD MOTOR COMPANY,)
18)
19)

20 Defendant(s).)
21)
22)

CASE NO: **C20040726**

CERTIFICATE OF
COMPULSORY ARBITRATION

CHARLES S. SABALOS

23 The undersigned certifies that he or she knows the dollar limits and any
24 other limitations set forth by the local rules of practice for the applicable Superior
25 Court, and further certifies that this case (is) ~~is not~~ subject to Compulsory
26 Arbitration, as provided by Rules 72 through 76 of the Arizona Rules of Civil
27 Procedure.

28
29 Dated this 2nd day of Jan, 2004.

30
31 SIGNATURE

32 
33 Party or Attorney for Plaintiff

34 Attorney for Plaintiff(s)
35 Marshall Meyers
36 KROHN & MOSS, LTD.
37 (602) 275-5588
38 AZ Bar# 020584

39 Attorney for Defendant(s)

40
41 Name _____

42
43 Address _____

44
45 City, State, ZIP _____

1 Marshall Meyers
2 KROHN & MOSS, LTD.
3 111 W. Monroe, Ste. 1124
4 Phoenix, AZ 85003
5 (602) 275-5588
6 Attorney No. 020584
7 Attorney for Plaintiff
8 mmevery@consumerlawcenter.net

9 *In The Superior Court Of The State Of Arizona,*

10 *In And For The County Of Pima*

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 Plaintiff(s),
15
16 vs.
17
18 FORD MOTOR COMPANY,
19
20
21 Defendant(s).
22
23

NO. C20040726

PLAINTIFF'S DEMAND FOR
A TRIAL BY JURY

CHARLES S. SABALOS

24 Pursuant to 38(a) Ariz.R.Civ.P., Plaintiff [REDACTED] demands a trial by jury on all
25 claims on which he has the right to trial by jury.

26 **RESPECTFULLY SUBMITTED** on this 2nd day of Jan, 2004.

27
28 By: _____
29
30

Marshall Meyers
KROHN & MOSS, LTD.
111 W. Monroe, Ste. 1124
Phoenix, AZ 85003
(602) 275-5588
Attorney No. 020584
Attorney for Plaintiff(s)

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

ATTORNEY FOR PLAINTIFF

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

[REDACTED]
Springfield, 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: 1906

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

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

BACKGROUND

3. On or about January 18, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX31P83E [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 \$48,692.80. 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 5-year / 60,000 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. Springfield 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 January 18, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

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

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

PA 23-51C (Rev. 1-78)
 SIMPLE INTEREST
 PENNSYLVANIA DEPT. # 87375
 MOTOR VEHICLE INSTALLMENT SALE CONTRACT

01/18/83

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate, with both the interest and principal payments included.	FINANCE CHARGE The dollar amount that credit will cost you, not as a yearly rate but as a dollar figure.	Amount Financed The dollar amount that you are borrowing.	Monthly Payment The dollar amount that you must pay each month.	Number of Payments The number of payments that you must make.	Amount Due at Maturity The dollar amount that you must pay at the end of the term.
5.45	3498.36	3782.44	3712.88	36	48592.88

Your Payment \$
 No. of Payments 36
 5.45
 Filing Fee: \$
 Late Charge: If
 See below and
 refunds and pay

In this Contract
 we are the **SELLER**, **SPRINGFIELD FORD INC** 50 BALTIMORE PIKE SPRINGFIELD PA 19064

You are the **BUYER(S)**, [redacted] SPRINGFIELD PA [redacted]

If there is more than one Buyer, each provides a separate

TRADE-IN
 You have traded in your [redacted] vehicle.
 The [redacted] vehicle is being sold to you for [redacted] dollars.
 If a balance is due on the trade-in vehicle, it is the responsibility of the buyer to pay it.
PROPERTY INSURANCE You may choose to have the vehicle insured by the seller or by a separate insurance company.
CREDIT INSURANCE IS NOT REQUIRED.
WARRANTY The vehicle is sold "as is" with no warranty.
 By signing, you select Single Credit Life Insurance, which costs \$ [redacted] per month.

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ [redacted] per month.

1. [redacted]
 2. [redacted]
 Signature of both Buyers to be insured for Joint Credit Life Insurance

THIS CONTRACT MEETS YOUR REQUIREMENTS FOR THE PURCHASE OF A MOTOR VEHICLE. IT IS A CONTRACT FOR THE SALE OF A MOTOR VEHICLE. IT IS NOT A CONTRACT FOR THE SALE OF A MOTOR VEHICLE. IT IS A CONTRACT FOR THE SALE OF A MOTOR VEHICLE.

34886.87
 11,500.00

N/A
 N/A

27386.87

N/A

185.50



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

Year and Make	Series	Body Style	Chassis	Truck Ton Capacity	Serial Number
2003 FORD TRUCK	TRK SUPER CAB SRW	F350	4400		1FTSX31P036
Equipped	A.T.	P.S.	AM-FM Stereo	S.Spd.	Other
with	A.C.	P.W.	AM-FM Tape	Vinyl Top	

ASSIGNMENT: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns this Contract to another company, the terms also refers to such assignee. After the assignment, all rights and benefits of the Buyer in this Contract shall belong to and be exercised by the Assignee. The Assignee will notify you when assigned.

BENEFICIAL SAVINGS BANK

CO-SIGNER: Co-Signer's Agreement below promises separately and together with all Co-Signers and Buyer(s) to pay the amount in this Contract. Co-Signer will not be all Owner of the Vehicle.

CO-SIGNER: Any person signing the Co-Signer's Agreement below, together with all Co-Owner(s) and Buyer(s), to pay the amount in this Contract.

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

PAYMENT TO PAY: You agree to pay as the Total Sale Price for the Vehicle by making the first payment and assigning the Vehicle, as shown above, on or before the date of this Contract, and paying as the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment. You also agree to pay all other amounts which may become due under the terms of this Contract. The Seller or Assignee costs of sale. You also agree to pay the Assignee hired an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most securely specifies in the written notice to you.

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

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

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

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

SPRINGFIELD FORD INC

01/18/2003

BUYER

01/18/20

Date

(SEAL)

Date

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

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

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

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

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

CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT

CO-SIGNER

CO-SIGNER OR CO-OWNER

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

USUAL - Make - Dealer Copy - Dealer - Assignee's/CO-SIGNER'S COPY - Not - Copy - Customer

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Figure 1 is a schematic diagram of the experimental setup. It shows a subject seated at a table, looking at a video screen. A camera is positioned above the screen. The screen displays a target (a small circle) and a starting point (a small circle). The subject's hand is positioned at the starting point. The distance between the starting point and the target is labeled 'L'. The distance between the starting point and the video screen is labeled 'D'. The distance between the video screen and the camera is labeled 'Dc'.

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Microsoft 

ORDER NO.	164394	ADDRESS	DAN K	893	ORDER DATE	06/30/04	ORDER NO.	FOCS185719	
		LABOR RATE		LICENSE NO.		COLOR	DK SHADOW G	7C0533	
		VEHICLE MAKE/MODEL	03/FORD TRUCK/F350/TRK SUPER CAB SW			DELIVERY DATE	01/18/03	DELIVERY MILES	010
SPRINGFIELD, PA		VEHICLE VIN	1FTSX31P83E			DELIVERER DISPLAY NO.		PRODUCTION DATE	
		KEY NO.		P.O. NO.		P.O. DATE	06/28/04		
		COMMENTS	E8 DOP						
			MO: 42216						

JOB# 1 CHARGES		SERVICE DEPARTMENT HOURS:	
LABOR	WARRANTY	MON. - FRI.	7:30 A.M. - 5:00 P.M.
1 32F02-070-LEAK OIL LEAK BOMB. TEST(S)-RIS. CLEAN OIL ENGINE OYE TEST IF NECESSARY, RND TEST AND CHECK FOR LEAKS. CHECKED OUT, REPLACED LEAKING OIL PRESSURE SWITCH, CLEARED UNDER CARGAGE.		SATURDAY	7:00 A.M. - 3:00 P.M.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	2	NO-15AWO-5050	OIL ENG 804940		WARRANTY
	2	ENG-19A501-AA	PARTS C 121282		WARRANTY
	1	FBTZ-9278-AA	SW ASV - 000560		WARRANTY
	5	NO-15AWO-QSD	DRZ ENG 618148		WARRANTY

TOTAL QUANTITY: 10
 TOTAL PRICE: \$1,212.82
 TAX: \$121.28
 TOTAL DUE: \$1,334.10

YOUR STATE INSPECTION IS DUE 11/15/88

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----			UNITED LABOR WARRANTY
	06	CUSTOMER PAYS ESP DEDUCTIBLE	THE REPAIR FACILITY GUARANTEES THE LABOR UNITED BY PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS
		TOTAL - MISC	100.00 100.00

JOB#	1 TOTALS-----		MISC	180.00
JOB#	1 JOURNAL PREFIX FDCS	JOB#	1 TOTAL	180.00

 * [] Cash [] Check # *
 * [] Visa [] Mastercard [] Discover *
 * [] American Express [] A/R *

 TOTAL LABOR... \$.00
 TOTAL PARTS... \$.00
 TOTAL SUBLET... 0.00
 TOTAL S.O.G... 0.00
 TOTAL MISC CHG... 100.00
 TOTAL MISC DISC... 0.00
 TOTAL TAX... 5.56

* Payment received by[initials]*
* Payment received date.....*

I authorize discarding of replaced parts.

 CUSTOMER SIGNATURE
 ***** DUPLICATE INVOICE *****
 Thank You.

PAGE 1 OF 1	CUSTOMER COPY	END OF INVOICE 11:00am	<p><i>We appreciate your business!</i></p>  <p>SPRINGFIELD FORD, Inc. 26 Hollman Pk. Springfield, PA 19084 Phone: 484 244-9999</p>
-------------	---------------	------------------------	--



MICHAEL R. FALCONE

BODY SHOP ESTIMATE

Thank you for choosing our
gardens department at



SPRINGFIELD FORD, Inc.

50 Baltimore Pike

SPRINGFIELD, PA 18954

Phone: (610) 544-0700

Fax: (610) 544-3090



Motorcraft

CUSTOMER NO.	164394	ADVISOR	DAN K	TABLET	893	INVOICE DATE	01/16/04	INVOICE NO.	FDCS175593
		LABOR RATE		LICENSE NO.		COLOR	DK SHADOW G	STOCK NO.	7C0533
					27,963	DELIVERY DATE	01/18/03	DELIVERY MILE	010
	SPRINGFIELD, PA	YEAR / MAKE / MODEL	03/FORD TRUCK/F350/TRK SUPERCAB SRW			DELIVERY MILE		PRODUCTION DATE	
		VEHICLE ID NO.	1 F T S X 3 1 P 8 3 E			DEALING DEALER NO.			
		ACT. DATE				ACT. DATE	01/16/04		
		CHASSIS	EF 99P						

NO: 27963

JOB# 1 CHARGES

LABOR
 J# 1 30FUZ-01 Jan State Inspection TECH(S):149 35.00
 Perform PA State Inspection - New Sticker Expires
 January
 LEBANON INS CA011620-1 06/25/04

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
 A12 PA Dept. of Trans Sticker Charge TOTAL - MISC 2.80

JOB# 1 TOTALS-----
 LABOR 35.00
 MISC 2.80

JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 37.80

JOB# 2 CHARGES

LABOR
 J# 2 10F0298P OIL Filter Multi-Point Inspection TECH(S):149 WARRANTY
 OIL and Filter w/ Multi-Point Inspection
 P01 AGG B2 MISC K03KJ
 CHANGED OIL AND OIL FILTER, REPLACED AIR FILTER, LUBED CHASSIS
 ROTATED TIRES.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
 1 3C3Z-8731-AA KIT-OIL 846445 WARRANTY
 3 2D-15MD-5Q5D OIL-ENG 804940 WARRANTY
 1 3C3Z-9601-BA FLTR-AI 854527 WARRANTY
 TOTAL - PARTS 0.00

JOB# 2 TOTALS-----
 JOB# 2 JOURNAL PREFIX FDCS JOB# 2 TOTAL 0.00

COMMENTS

DELETED OPERATION(S)
 30F0Z-EMISSION EMISSION 10F0Z-8M1D4 ROTATE TIRES
 10F0Z-MK101L Chassis Lubrication

SERVICE DEPARTMENT HOURS:
 MON. - FRI. 7:00 A.M. - 5:00 P.M.
 SATURDAY 7:00 A.M. - 1:00 P.M.

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 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEMS. THIS WARRANTY IS EXTENDED TO THE VEHICLE OWNERS/CUSTOMER AND IS NOT TRANSFERABLE TO ANY OTHER PERSON.

THIS PARTS IS SOLD "AS IS". THE ONLY WARRANTY APPLYING TO THIS PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER SELLER NOR SELLER'S EMPLOYEES OR OTHER PERSON TO ASSUME LIABILITY IN CONNECTION WITH THE SALE OF PARTS AND/OR SERVICE. SELLER'S LIABILITY IS LIMITED TO THE REPAIRS LISTED ON THIS REPAIR ORDER. SELLER'S LIABILITY IS LIMITED TO THE REPAIRS LISTED ON THIS REPAIR ORDER. SELLER'S LIABILITY IS LIMITED TO THE REPAIRS LISTED ON THIS REPAIR ORDER.

Thank You,
 We appreciate
 your business!



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 18954
 Phone: (610) 544-0700
 Fax: (610) 544-3090

PEM-070 0517



SPRINGFIELD FORD, Inc.

50 Baltimore Pike
SPRINGFIELD, PA 19064

Phone: (610) 544-0700

Fax: (610) 544-3090

CHECKLIST APPROPRIATE FOR

SALES/RENTAL TO BUYER CLASS

CLASS
RENTAL

WRITE
DEALER OFF

SALES

TOTAL

Authorized Signature and Date

Motorcraft

CUSTOMER NO. 164394	ADVISOR DAN K	893	FAIR NO. 27,963	PROCESS DATE 01/16/04	INVOICE NO. FOC5175593
SPRINGFIELD, PA	LABOR RATE	LICENSE NO.	27,963	COLOR DK SHADOW G	MODEL NO. 7C0533
	YEAR / MAKE / MODEL 03/FORD TRUCK/F350/TRK SUPERCAB SWH	DELIVERY DATE 01/18/03	DELIVERY MILES 010	SALES DEPT. NO.	PRODUCTION DATE
	VEHICLE NO. 1 FTSX31P83E	SALES DEPT. NO.	PRODUCTION DATE		
	A.T.E. NO.	A.C. NO.	DATE 01/16/04		
	COMMENTS EP 99P				NO: 27963

TOTALS		TOTAL LABOR..... 35.00		SERVICE DEPARTMENT HOURS:	
*****		TOTAL PARTS..... 0.00		MON. - FRI. 7:30 A.M. - 5:00 P.M.	
* [] Cash [] Check #..... *		TOTAL SUBLET..... 0.00		SATURDAY 7:00 A.M. - 3:00 P.M.	
* [] Visa [] Mastercard [] Discover *		TOTAL G.O.G..... 0.00		YOUR STATE INSPECTION	
* [] American Express [] A/R *		TOTAL NOSE CHG. 2.00		IS DUE	
* Payment received by[Initials].. *		TOTAL WISC DISC 0.00		LIMITED LABOR WARRANTY	
* Payment received date..... *		TOTAL TAX..... 2.22		THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 15,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO ANY OTHER PERSON.	
Springfield Ford Appreciates Your Business!		TOTAL INVOICE \$ 39.22		THIS PART(S) IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER(S). 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 NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S). SUCH SERVICE, BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.	
I authorize discarding of replaced parts.				Thank You. We appreciate your business!	

CUSTOMER SIGNATURE ***** DUPLICATE INVOICE *****



SPRINGFIELD FORD, Inc.

50 Baltimore Pike
SPRINGFIELD, PA 19064

Phone: (610) 544-0700

Fax: (610) 544-3090

CHECK BY APPROPRIATE BOX

AGREEMENT TO
SURRENDER CLAIM

CLAIM
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Motorcraft

CUSTOMER NO. 164394	ADDRESS BOB W	ZIP 653	PHONE 03/07/03	PHONE NO. FOCS15555
LABOR RATE	LICENSE NO.	WEIGHT 2,700	COLOR DK SHADOW G	BOOK NO. 7C0533
YEAR / MAKE / MODEL 03/FORD TRUCK/F350/TRK SUPERCA8 SRW	DELIVERY DATE 01/18/03	DELIVERY MILE 010	PRODUCTION DATE	
VEHICLE ID NO. 1 F T S X 3 1 P 8 3 E	SELLING DEALER NO.	REPRINT# 2		
F.T. NO.	P.O. NO.	R.D. DATE 02/20/03	NO: 2628	
COMMENTS EF 99P				

JOB# 1 CHARGES	WARRANTY	SERVICE DEPARTMENT HOURS
LABOR		MON. - FRI. 8:30 A.M. - 5:00 P.M.
JOB# 1 31F02222-DRIVE DRIVEABILITY		SATURDAY 7:00 A.M. - 5:00 P.M.
TECH(S):149		

CHECK ENGINE RUNNING ROUGH, WHOLE TRUCK VIBRATING, STALLED 1 TIME		WARRANTY
D42 07 RECAL		
ENGINE PERFORMANCE DIAGNOSIS		
Key On Engine Off - XIBED Check - Test		
Extra time to repeat Final Quick Test		
Low Idle Stability (ICP Pressure) - Test		
Cylinder Contribution - Test		
Fuel Pump Pressure - Electric - Check		
REPROGRAM PCM, ROADTEST TO VERIFY REPAIR		
CUST BROUGHT BACK, CALLED HOT LINE, TOLD TO REPROGRAM PCM		
VERSION 23.11, LAST REPROGRAM WAS 23.09, REPROGRAMMED PCM		WARRANTY
RE ROAD TESTED ON BLUE ROUTE, NO PROBLEM OCCURRED.		
GAVE TO CUSTOMER, CUSTOMER RETURNED, HERRN FOR CODES AGAIN.		
RETRIEVED CODE P0266 #2 POWER BALANCE, REPLACE #2 FUEL		
INJECTOR AND ICP SENSOR, NECESSARY TO REMOVE DEGAS BOTTLE,		
AIR FILTER ASSY, INJECTOR DRIVE MODULE, BRACKET AND WIRING		
CHANGE OIL AND FILTER, INSTALL PARTS, REASSEMBLE, ROADTEST		
TO VERIFY REPAIR		

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	3C3Z-6584-AA	GSKT-VL 830189		WARRANTY
	1	3C3Z-6584-BA	GSKT-VL 847379		WARRANTY
	1	3C3Z-9E527-ABRM	NOZ ASY 883177		WARRANTY
	1	3C3Z-9F838-DA	SMS ASY 918645		WARRANTY
	1	VC-7-A	MTI/FZ 719562		WARRANTY
	3	XD-154ND-SQSD	OIL-ENG 804940		WARRANTY
	1	3C3Z-6731-AA	KIT-OIL 888445		WARRANTY
				TOTAL - PARTS	0.00

MISC	CODE	DESCRIPTION	CONTROL NO	WARRANTY
	A5	WARRANTY RENTAL	155551	WARRANTY
			TOTAL - MISC	0.00

JOB# 1 TOTALS	JOB# 1 JOURNAL PREFIX FOCS	JOB# 1 TOTAL	0.00
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COMMENTS	WARRANTY RENTAL INV 084959 5 DAYS
----------	-----------------------------------

Thank You.
We appreciate
your business!

Springfield Ford

SPRINGFIELD FORD, Inc.
50 Baltimore Pike
SPRINGFIELD, PA 19064
Phone (610) 544-0700
Fax (610) 544-3090

PEB4-070 0320



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (810) 544-0700
 Fax: (610) 544-3090

CHECK OUT PROFORMA BOOK
 1. ADDRESS TO
 2. SUBJECTS

LABOR	
DATE	TIME
FROM	TO

Authorized Signature And Seal

Motorcraft

CUSTOMER NO.	164394	ADDRESS	BOB W	653	TELEPHONE	04/24/03	INVOICE NO.	FOC5159168
		LABOR RATE			5,273	COLOR	DK SHADOW G	STOCK NO.
		YEAR / MAKE / MODEL	03/FORD TRUCK/F350/TRK SUPERCAR SRW			DELIVERY DATE	01/18/03	DELIVERY MILE
		VEHICLE ID NO.	1 F T S X 3 1 P 8 3 E			SELLING DEALER NO.		PRODUCTION DATE
		EX-100				DATE	04/18/03	
		EX-99P						NO: 5273

JOB# 1 CHARGES

LABOR
 J# 1 10F0Z99P D11, F17ter NUTS-PL TECH(S):149
 D11 and F17ter w/ Multi-Point Inspection
 A99 B2 MAINT
 PERFORM OIL AND FILTER CHANGE AS PER RECALL

WARRANTY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
	1	3C32-6731-AA	KIT-OIL 848445	
	3	X0-15440-50SD	DIL-ENG 804940	
				TOTAL - PARTS

WARRANTY 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
 J# 2 246F0Z-HIGHTECH-HIGH TECH REDAL TECH(S):149
 Added Operation (BORN @ 04/18/2003 17:25)
 PERFORM PROGRAM 03896 PCM REPROGRAM
 PERFORM PROGRAM 03896 REPROGRAM PCM
 EXTRA TIME DOWNLOADING NEW PROGRAM TO MDS (SEE JAV)

WARRANTY

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

TOTALS

* [] Cash [] Check #	TOTAL LABOR....	0.00
* [] Visa [] Mastercard [] Discover	TOTAL PARTS....	0.00
* [] American Express [] A/R	TOTAL SWEET....	0.00
* Payment received by[initials]..	TOTAL G.O.G....	0.00
* Payment received date.....	TOTAL HISC CHG....	0.00
	TOTAL HISC DISC....	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

Springfield Ford Appreciates Your Business!

I authorize discarding of replaced parts.

CUSTOMER SIGNATURE _____

DUPLICATE INVOICE

SERVICE DEPARTMENT HOURS:

MON - FRI 7:30 A.M. - 5:00 P.M.

SATURDAY 7:00 A.M. - 3:00 P.M.

YOUR STATE INSPECTION

IS DUE / /

LIMITED LABOR WARRANTY

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

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Thank You,
 We appreciate
 your business!

Springfield Ford

SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (810) 544-0700
 Fax: (610) 544-3090

PEBA-070 0021



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (610) 544-0700
 Fax: (610) 544-3090

CHECK MY APPROPRIATE BOX
☐ AUTHORIZED TO BUY CLAY
☐ CLAIM REPAIR
☐ PARTS REPAIR
☐ PARTS
☐ REPAIR

Motorcraft

ORDER NO. 164394	ADP# BOB W	TRD NO. 653	INVOICE DATE 05/13/03	PHONE NO. FOCS160483
	LABOR RATE	LICENSE NO.	SALES TAX 7,312	COLOR DK SHADOW G
				STOCK NO. 7C0533
SPRINGFIELD, PA	YEAR/MAKE/MODEL 03/FORD TRUCK/F350/TRK SUPERCAB SRW		DELIVERY DATE 01/18/03	DELIVERY UNIT 010
	VEHICLE ID 1FTSX31P83E		LINE DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.	P.L. DATE 05/12/03	
	CHASSIS EF 99P		MO: 7312	

JOB# 1 CHARGES

LABOR **JOB# 1 31FOZ-TURBO** **Turbocharger Diag** **TECH(CS)-149** **INTERNAL**
 CHECK HEARD A LOUD POP NOISE WHILE DRIVING, NOW HEARS A LOUD WHISTLE NOISE AND ENGINE HAS NO POWER
 ROADTEST TO VERIFY CONCERN, REPLACE AIR TUBE AND COUPLER
 RE-TEST

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
	1	7C32-6C640-KA	CONN-EN 443474	
TOTAL - PARTS				INTERNAL 0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

SERVICE DEPARTMENT HOURS:

MON. - FRI. 7:30 A.M. - 5:00 P.M.
 SATURDAY 7:00 A.M. - 3:00 P.M.

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 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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TOTALS

* [] Cash [] Check #.....*

* [] Visa [] Mastercard [] Discover *

* [] American Express [] A/R *

* Payment received by [Initials]..*

* Payment received date.....*

Springfield Ford Appreciates Your Business!

I authorize discarding of replaced parts.

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

CUSTOMER SIGNATURE _____

 DUPLICATE INVOICE

*Thank You,
 We appreciate
 your business!*



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone (610) 544-0700
 Fax (610) 544-3090



SPRINGFIELD FORD, Inc.
50 Baltimore Pike
SPRINGFIELD, PA 19064
Phone: (610) 544-0700
Fax: (610) 544-3090

OPTIONAL EQUIPMENT BOX
AUTHORIZATION TO
INSTALL/REMOVE

LABOR	
CLERK REPAIR	PAINT SCUP (G)
PARTS	
TOTAL	

Authorized Signature And Seal

Motorcraft

ORDER NO. 164394	ADVISOR NANCY PECILLO	TAG NO. 228	INVOICE DATE 09/02/03	INVOICE NO. FDCS167524
	LABOR RATE	LICENSE NO.	15,127	STOCK NO. 7C0533
SPRINGFIELD, PA	YEAR / MAKE / MODEL 03/FORD TRUCK/F350/TRK SUPERCAB SRW	DELIVERY DATE 01/18/03	DELIVERY MILES 010	REDUCTION DATE
	VEHICLE ID NO. 1FTSX31P83E	SELLING DEALER NO.		
	F.T.E. NO.	P.O. NO.	9/02/03	
	COMMENTS 2P 99P			NO: 15127

JOB# 1 CHARGES

LABOR
JP 1 10F02009K SK NILE SERVICE TECH(S):250 42.50

PARTS

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
1	3C32-6731-AA	KIT-OIL 848445	38.09	38.09
3	XO-15M40-SQSD	OIL-ENG 804940	12.89	38.67
TOTAL - PARTS				76.76

SERVICE DEPARTMENT HOURS:
MON. - FRI. 7:30 A.M. - 5:00 P.M.
SATURDAY 7:00 A.M. - 3:00 P.M.

JOB# 1 TOTALS

LABOR	42.50
PARTS	76.76
JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL	119.26

YOUR STATE INSPECTION
IS DUE

JOB# 2 CHARGES

LABOR
JP 2 96F02Z Campaign or Program TECH(S):250 WARRANTY
RECALL 03L12- STICKERS
PERFORMED RECALL 03L12

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FDCS JOB# 2 TOTAL	0.00
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LIMITED LABOR WARRANTY
THE REPAIR FACILITY GUARANTEES THE LABOR USED IN PERFORMING THE REPAIRS LISTED ON THIS REPAIR ORDER FOR A PERIOD OF 12 MONTHS OR 100,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

JOB# 3 CHARGES

LABOR
JP 3 96F02Z777 UNKNOWN RECALL 2 TECH(S):149 WARRANTY
Added Operation (NANCY @ 09/02/2003 11:23)
PERFORM RECALL 03B05
INJECTION CONTROL
PERFORMED RECALL 03B05.

PARTS

QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
1	3C32-9F838-EA	SWS ASY 925977		0.00
TOTAL - PARTS				0.00

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JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FDCS JOB# 3 TOTAL	0.00
--	-------------

Thank You.
We appreciate
your business!

PE04-878 0923

SPRINGFIELD FORD, Inc.
49 Baltimore Pike
SPRINGFIELD, PA 19064
Phone: (610) 544-0700
Fax: (610) 544-3090



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (610) 544-0700
 Fax: (610) 544-3090

1. Check if Applicable to Sale
☐ AUTHORIZED TO BEAT CLERK
 2. ☐ DATE REVERSED ☐ NOTES SCALE OUT
 3. PARTS 4. TOTAL

Authorized Signature and Date

Motorcraft

CUSTOMER NO. 164394	ADDRESS NANCY PECILLO	TAX 228	INVOICE DATE 09/02/03	PRICE / FOC FOCS167524
	LABOR RATE	LEADING NO.	MESSAGE 15,127	COLOR DK SHADOW G
				STOCK NO. 7C0533
SPRINGFIELD, PA	YEAR / MAKE / MODEL 03/FORD TRUCK/F350/TRK SUPERCAB SRW			DELIVERY DATE 01/18/03
	VEHICLE ID NO. 1FTSX31P83E			DELIVERY MILE 010
	S.T.E. NO.			SALES OFFER NO.
	P. & NO.			PRODUCTION DATE
	COUNTRY EF 99P			DATE 09/02/03
				MO: 15127

TOTALS

 * ☐ Cash ☐ Check #.....
 * ☐ Visa ☐ Mastercard ☐ Discover
 * ☐ American Express ☐ A/R
 * Payment received by[Initials]..
 * Payment received date.....

TOTAL LABOR.... 42.50
 TOTAL PARTS.... 76.76
 TOTAL SUBLET.... 0.00
 TOTAL G.O.S.... 0.00
 TOTAL MISC CHG. 0.00
 TOTAL MISC DISC 0.00
 TOTAL TAX..... 7.36

TOTAL INVOICE \$ 126.42

SERVICE DEPARTMENT HOURS:

MON - FRI 7:30 A.M. - 5:00 P.M.
 SATURDAY 7:00 A.M. - 3:00 P.M.

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 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENTS, ELECTRICAL REPAIRS AND SHORTS, AND POLE SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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*Thank You.
 We appreciate
 your business!*



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (610) 544-0700
 Fax: (610) 544-3090

PEBA-878 0024

CUSTOMER SIGNATURE

DUPLICATE INVOICE



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (610) 544-0700
 Fax: (610) 544-3090

CHECK, APPROPRIATE SIGN
 AUTHORIZED TO SIGN ONLY

NAME REVIEW PARTS GROUP OUT
 DATE TOTAL

Authorized Signature And Date

Motorcraft

CUSTOMER NO. 164394	ADDRESS DAN K	TAX ID 893	INVOICE DATE 12/04/03	INVOICE NO. FDCS172618
	LABOR RATE	LICENSE NO.	DEALER DK SHADOW 6	STOCK NO. 7C0533
			DELIVERY DATE 01/18/03	DELIVERY MILE 010
SPRINGFIELD, PA	VEHICLE / MAKE / MODEL 03/FORD TRUCK/F350/TRK SUPERCAB SRW		SELLING DEALER NO.	PRODUCTION DATE
	VEHICLE ID NO. 1FTSX31P83E		R.O. DATE 11/22/03	REPRINT# 1
	P.T.E. NO.		MO: 21807	

TOTALS

*****	TOTAL LABOR....	0.00
*	TOTAL PARTS....	0.00
* [] Cash [] Check #.....	TOTAL SUBLET....	0.00
*	TOTAL G.O.S....	0.00
* [] Visa [] Mastercard [] Discover	TOTAL MISC CHG....	0.00
*	TOTAL MISC DISC	0.00
* [] American Express [] A/R	TOTAL TAX.....	0.00
* Payment received by[Initials]..	TOTAL INVOICE \$	0.00
* Payment received date.....		

Springfield Ford Appreciates Your Business!

I authorize discarding of replaced parts.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

SERVICE DEPARTMENT HOURS:

MON. - FRI. 7:30 A.M. - 6:00 P.M.
 SATURDAY 7:00 A.M. - 3:00 P.M.

YOUR STATE INSPECTION

IS DUE / /

LIMITED LABOR WARRANTY

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*Thank You,
 We appreciate
 your business!*



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (610) 544-0700
 Fax: (610) 544-3090

PEM-070 0528

03/15/04

MO: 35469

ESP 99P

JOB 1 CHARGES

LABOR
 JOB 1 10F0299P OIL and Filter w/ Multi-Point Inspection
 ROTATE TIRES.
 ADD 82 MAINT
 PERFORMED 35000 MILE SERVICE.

SERVICE DEPARTMENT HOURS:

MON. - FRI. 7:30 A.M. - 5:00 P.M.
 SATURDAY 7:00 A.M. - 3:00 P.M.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
	1	3C3Z-6731-AA	KIT-OIL 848445	
	2	X0-15448-50SD	OIL-ENG 848448	
	5	X0-15448-03D	OIL-ENG 618148	
	1	X7-5-0MC	FLO TRA 848873	
	1	XT-5-4H	FLUID - 488885	

WARRANTY
 WARRANTY
 WARRANTY
 WARRANTY
 WARRANTY

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 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY SPECIFICALLY EXCLUDES FRONT END ALIGNMENT, ELECTRICAL, WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OPERATOR/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

THIS WARRANTY IS SOLD "AS IS". THE ONLY WARRANTIES APPLYING TO THIS PARTS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURERS. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, OTHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER ASSURES NEITHER AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTS AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE, BY WAY OF STRICT LIABILITY, NEGLIGENCE OR OTHERWISE.

JOB 1 TOTALS

JOB 1 JOURNAL PREFIX FDCS JOB 1 TOTAL 0.00

JOB 2 CHARGES

LABOR
 JOB 2 10F0299P Transmission Service
 Service Auto Transmission, Minor
 RECOMMENDED MAINTANCE
 PERFORM TRANS SERVICE

JOB 2 TOTALS

JOB 2 JOURNAL PREFIX FDCS JOB 2 TOTAL 0.00

JOB 3 CHARGES

LABOR
 JOB 3 37F02 TRANSMISSION TWIN TECH(S):269 INTERNAL
 TRANSMISSION HESITATES WHEN IT SHIFTS INTO GEAR.
 CHECKED TRANS OPERATION, COULD NOT VERIFY CUST CONCERN
 AT THIS TIME.

JOB 3 TOTALS

JOB 3 JOURNAL PREFIX FDCS JOB 3 TOTAL 0.00

JOB 4 CHARGES

LABOR
 JOB 4 38F02Z BRK W/S STICKERS TECH(S):269 7.70
 REPLACE BROKEN WINDSHIELD STICKERS

JOB 4 TOTALS

LABOR 7.70
 JOB 4 JOURNAL PREFIX FDCS JOB 4 TOTAL 7.70

Thank You,
 We appreciate
 your business!



SPRINGFIELD FORD, Inc.
 88 Eastmore 20th
 SPRINGFIELD, PA 17061
 Phone (717) 524-0700
 Fax (717) 524-0700



SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (610) 544-0700
 Fax: (610) 544-3090

ORDER BY IMMEDIATE MAIL

ATTACHMENT TO SUBMIT CLAIM

CLASS REPAIR

LABOR

PARTS COMP COST

PARTS

TOTAL

Adjusted Expense And Date

Motorcraft

CUSTOMER NO. 164394	ADDRESS DAN K	PHONE 893	DATE 03/15/04	PHONE NO. FOCS179064
SPRINGFIELD, PA	LAUNCH DATE	LAUNCH NO.	35,469	COLOR DK SHADOW G
	YEAR / MAKE / MODEL 03/FORD TRUCK/F350/TRK SUPERCAB SRW	DELIVERY DATE 01/18/03	DELIVERY MILE 010	
	VEHICLE ID NO. 1FTSX31P83E	SELLING DEALER NO.	PRODUCTION DATE 03/15/04	
	P.T.E.R.	P.O.		
	EV 99P			MO: 35469

LABOR 3P 5 11P02	DESCRIPTION CHECK KNOB FOR LIGHTS. 853 01 Switch-Headlamp Control - Replace (11654)	TECH(S): 289	WARRANTY
PARTS QTY 1	FP NUMBER 2232-11654-DAB	DESCRIPTION SM ASY 551406	UNIT PRICE TOTAL - PARTS
JOB# 5 TOTALS			WARRANTY 0.00

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

COMMENTS
DELETED OPERATION(S)
30P02-03 Har PA Inspection

TOTALS	TOTAL LABOR	7.70
	TOTAL PARTS	0.00
	TOTAL SUBLET	0.00
	TOTAL G.O.G.	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX	0.46
TOTAL INVOICE \$		8.16

Payment received by [Initials]

Payment received date

Springfield Ford Appreciates Your Business!

I authorize discarding of replaced parts.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

SERVICE DEPARTMENT HOURS

MON. - FRI. 7:30 A.M. - 5:00 P.M.

SATURDAY 7:00 A.M. - 3:00 P.M.

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 12,000 MILES FROM THE DATE SUCH REPAIRS WERE COMPLETED. THIS LIMITED WARRANTY DOES NOT INCLUDE FRONT END ALIGNMENTS, ELECTRICAL, WIRING AND SHORTS, AND FUEL SYSTEM WHEN DUE TO CONTAMINATION. THIS LIMITED WARRANTY IS EXTENDED TO THE VEHICLE OWNER/CUSTOMER AND IS NOT TRANSFERABLE TO, NOR ENFORCEABLE BY, ANY OTHER PERSON.

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

Thank You,
We appreciate your business!

Springfield Ford

SPRINGFIELD FORD, Inc.
 50 Baltimore Pike
 SPRINGFIELD, PA 19064
 Phone: (610) 544-0700
 Fax: (610) 544-3090

PE84-078 0528

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

ATTORNEY FOR PLAINTIFFS

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

[REDACTED]
Glenolden, Pennsylvania [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 Commonwealth of Pennsylvania, [REDACTED] Glenolden, Pennsylvania [REDACTED]

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

BACKGROUND

3. On or about March 20, 2003, Plaintiffs purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX31P33E [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 \$41,051.91. 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
PENNSYLVANIA AUTOMOBILE LEMON LAW

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 "Purchasers" as defined by 73 P.S. §1952.

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

15. Robin 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 March 20, 2003, Plaintiffs 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 Plaintiffs 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. Plaintiffs have 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. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

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

24. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: abnormal oil leak, stalling condition, no-power condition, no-start condition, bad fuel mileage, rough idle, engine miss, defective injectors, intercooler hose, turbo tube and air intake line. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, 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.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not

limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. 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.

42. 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.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

44. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

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

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

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

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

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

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

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

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

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

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

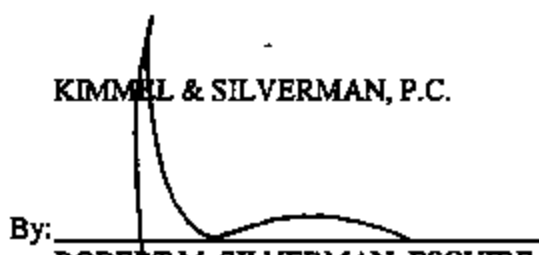
50. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

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

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

WHEREFORE, Plaintiffs respectfully demand 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 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

03/28/03 SLYDOM /

PURCHASER'S NAME
[REDACTED]

STREET ADDRESS
[REDACTED]

CITY
[REDACTED]

STATE
[REDACTED]

ZIP CODE
[REDACTED]

RESIDENCE PHONE
[REDACTED]

BUSINESS PHONE
[REDACTED]



100 N. MACDADE BLVD. • P.O. BOX 188 • GLENOLDEN, PA 19036

MAIN NUMBER 810-585-3800

FAX 810-583-3251

FROM DE 802-658-5981

PLEASE PRINT OR TYPE FOR THE FOLLOWING

☐ NEW ☐ USED ☐ OTHER

YEAR 2003 MAKE FORD MODEL F350 4X4 9RW

COLOR DARK SHADOW GRE LOWER TRIM STOCK NO. 30443

VIN 1FTSX31P33E [REDACTED]

WARRANTY TO BE DELIVERED WITH OR ABOUT

TRADE IN INFORMATION

YEAR 2003 MAKE FORD MODEL F150 LXA

VEHICLE ID. NO. 1FTRE18W7VA [REDACTED]

DATE 07/24/03

ADDRESS [REDACTED]

TRADE IN ALLOWANCE \$ 15,000.00

ACCT. NO. [REDACTED]

GOOD UNTIL [REDACTED]

BALANCE OWNED 14,963.28

NET TRADE IN ALLOWANCE \$

INS. CO. [REDACTED]

INS. POLICY NO. [REDACTED]

EXP. DATE 07/24/03

PHONE NO. [REDACTED]

THE ABOVE INFORMATION MAY BE REAPPRaised IF IT HAS SUFFERED DAMAGE OR SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE ORIGINAL VALUATION AND PRIOR TO ITS DELIVERY TO THE DEALER, OR IF PART OR ACCESSORIES OR BOTH, INCLUDING TIRES HAVE BEEN REMOVED OR REPLACED WITH PARTS AND ACCESSORIES OF INFERIOR QUALITY

WARRANTY INFORMATION (Check Appropriate Block(s))

☐ ONDISCLAIMER OF WARRANTIES: I UNDERSTAND THAT YOU (THE DEALER) EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE, EXCEPT AS OTHERWISE PROVIDED IN WRITING BY YOU IN AN ATTACHMENT TO THIS CONTRACT OR IN A DOCUMENT DELIVERED TO ME WHEN THE VEHICLE IS DELIVERED

☐ AS-IS: THE MOTOR VEHICLE IS SOLD "AS-IS" WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE FUTURE.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY): THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

IF I CANCEL THIS PURCHASE CONTRACT OR REFUSE TO ACCEPT DELIVERY OF THE VEHICLE ORDERED, EXCEPT AS PERMITTED BY LAW, I WILL, AT YOUR OPTION, FORFEIT AS DAMAGES \$ [REDACTED]

I ACCEPT THE ABOVE CONDITIONS (Cust. Initials) X

THE CONTRACT PRICE OF THE MOTOR VEHICLE CANNOT BE INCREASED AFTER THIS CONTRACT HAS BEEN ACCEPTED BY THE DEALER OR THE AUTHORIZED DEALER REPRESENTATIVE UNLESS THE INCREASE IS DUE TO THE PASSAGE OF A LAW OR REGULATION OF THE UNITED STATES OR THE COMMONWEALTH WHICH REQUIRES ADDITION OF NEW EQUIPMENT TO CERTAIN VEHICLES CHANGES IN TRANSPORTATION OR EXISTING TAX RATES OR IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO EVALUATION OF THE UNITED STATES DOLLAR AGAINST THE CURRENCY OF THE MANUFACTURE

THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE PURCHASER UNTIL IT IS SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. YOU, THE PURCHASER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE THE DATE OF CANCELLATION. A CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE IS NOT A NOTICE OF CANCELLATION TO THE DEALER.

DOE TO CIRCUMSTANCES BEYOND THE DEALER'S CONTROL, FACTORY ORDER VEHICLES MAY BE DELAYED BEYOND THE PROMISED DELIVERY DATE.

I CERTIFY THAT I AM OF LEGAL AGE

Signature of Vehicle Purchaser [REDACTED]

Signature of Authorized Dealer Manager X [REDACTED]

PRICE INCLUDES ALL REBATES, TRADE OVER-ALLOWANCES AND DEALER INCENTIVES-IF ANY

PRICE OF VEHICLE: 38,995.00

BEDLINER: 249.00
UNDERCOATING: 199.00
: 0.00
: 0.00
: 0.00

SERVICE PLAN

TOTAL: 39,443.00
AMOUNT OF TRADES: 15,000.00
TAXABLE AMOUNT: 24,443.00
6.00% STATE VEH TAX: 1,466.58
PHILA CITY TAX:
SERVICE PLAN TAX:
FEDERAL LUXURY TAX:
TITLE FEE: 22.50
ENCUMBRANCE FEE: 5.00
REGISTRATION FEE:
DUPLICATE FEE:
TRANSFER FEE: 6.00
LICENSE PLATE CHARGE:
ON-LINE REGISTRATION: 14.00
ON-LINE DEALER SERVICE: 18.00
TIRE TAX (\$1 EACH): 5.00
DOC FEE: 55.00
INCREASE FEE: 16.83

TOTAL CONTRACT PRICE: 41,051.91
AMOUNT OF TRADES: 15,000.00
DOWN PAYMENT: 500.00
TOTAL PAYOFF: 14,963.28
COD: 40,515.19

AMOUNT FINANCED:



This document does not constitute a receipt for cash collected. It is only an indication of the amount due to purchase this vehicle. This transaction is subject to approval of the

Date 3/26/03

Date

FE84-870 6537



Lambert inc.



RT 97 & RT 220 • BOX 345 • DUSHORE, PA 16814
TELE 570-928-8183 • FAX 570-928-2588



NHTSA

CUSTOMER NO. 9124	ADVISOR PEG SALLSGIVER	TAB NO. 173	INVOICE DATE 06/13/03	INVOICE NO. FOCS34641
GLENOLDEN, P	LABOR RATE 45.00	LICENSE NO. YBA2787	AMILEAGE 3,159	COLOR GREY/
	YEAR / MAKE / MODEL 03/FORD TRUCK/F350		DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. 1FTSX31P33E		BILLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	A.O. DATE 06/09/03	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		
			NO: 3159	

LABOR & PARTS

39 I 890283 DRIVEABILITY, HORNS, 9.90 TECH(S):113
POOR POWER, ROUGH IDLE, ENGINE MISS, QT LOW ON OIL
SHOCKER FELT APPROX 45 MPH NEGATIVE MIL
TESTED EEC, HAS CODE P0278, DID PERIODIC TEST, FOUND INJECTOR
BAD. REPLACED NO.6 INJECTOR, LEFT BANK 3RD INJECTOR
CHANGED OIL AND FILTER DUE TO FUEL CONTAMINATION.
ROADTESTED GOOD, CHECKED AND CLEARED CODES, OKAY

#5 & #6 injectors

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	3C3Z-9E527-AE	NOZ ASY 978075		WARRANTY
JOB # 1	-1	3C3Z-9E527-AE	CORE RETURN		WARRANTY
JOB # 1	1	3C3Z-9E527-AE	NOZ ASY 978075		WARRANTY
JOB # 1	-1	3C3Z-9E527-AE	CORE RETURN		WARRANTY
JOB # 1	1	3C3Z-6731-AA	KIT-OIL 848445		WARRANTY
JOB # 1	14	15M40	MOTOR O		WARRANTY
JOB # 1 TOTAL PARTS				0.80	
JOB # 1 TOTAL LABOR & PARTS				0.80	

COMMENTS

WAITING

TOTALS

Thank You! We Appreciate Your Business

* Payment Method *
* [] Cash [] Check *
* [] Credit Card [] Charge by *

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

TOTAL INVOICE \$ 0.80

CUSTOMER SIGNATURE



Thank You! We appreciate your business!
CUSTOMER COPY (END OF INVOICE) 04:41pm

PE84-878 0538

ROBIN FORD
BOX 168
Glenolden, Pa 19036
(610)-888-3800

INVOICE # 56789 (4)
PAGE 1

Year	Make	Model	VIN	Mileage	Location	Unit	Date To	Time In	Date Comp	Time Comp	NO. Owner
1983	FORD	F100 4x2 2WD	1F7H238111	2,100		72	05/15/83	8:45 AM	06/18/83	4:35 PM	21020

TECH	WOM	LT	PORT NAME	PORT NUMBER	DATE	TIME	UNIT	AMOUNT	REMARKS/EST. REPAIRS	Subtotal
1026	0.20			-8287					CK ENGINE LOSE POWER WOULD NOT MOVE.	
1026	0.30								PERFORMED NOS DIAGNOSIS	
1026	0.10								OIL TRACED TO LOOSE CLAMP AT INTERCOOLER HOSE	
1026	0.50								REPAIRED HOSE	
1026									TEST OK	
1026										
1026										
1026										
1026										
1026										

DISCLAIMER OF WARRANTY: The seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Not responsible for loss or damage to cars or articles left in care in case of fire, theft or any other cause beyond our control.

GUSTOMAL
SALES TAX
FEDERAL TIME SALES TAX
TIRE DISPOSAL TAX

INVOICE TOTAL

QualityCare
all your service

QUALITY
CHECKED
BY *[Signature]*

FE04-878 0538

ROBIN FORD
BOX 168
Glenside, Pa 19036
(810)-686-3800

INVOICE # 568186 (3)
PAGE 1

Year: 1993	Make: Ford	Model: 300	Van: 1700000000	Mileage: 4,136	License: 7E8	Date In: 07/17/93	Time In: 9:12 am	Date Out: 07/18/93	Time Out: 4:25 pm	NO. of Cars: 222646 W
------------	------------	------------	-----------------	----------------	--------------	-------------------	------------------	--------------------	-------------------	-----------------------

ITEM	QTY	UNIT	PRICE	AMOUNT	TAXES	DISCOUNT	REMARKS	SUBTOTAL
9999	0.00	UNIT ANY	1000 - 80000	-JA	1.0		CONV. AIR INTAKE LINE	
9999							REMOVE COILS OFF.	
9999							CALL TO NOTE LINE 3000000	
9999							REMOVE AIR INTAKE	
9999							REPLACE COILS LINE AND REPLACE	
9999							CLAMP	

DISCLAIMER OF WARRANTIES: The seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Not responsible for loss or damage to any articles left in care in case of fire, theft or any other cause beyond our control.

GSTOTAL
SALES TAX
FEDERAL TAX SALES TAX
TIRE DISPOSAL TAX
INVOICE TOTAL

THE FOLLOWING PARTS HAVE BEEN SPECIAL ORDERED
YOU WILL BE NOTIFIED BY MAIL UPON THEIR ARRIVAL
PARTS ON ORDER--> 3000 - 80000 -JA TUNE ANY

QualityCare
at your service

CHECKED
BY *[Signature]*

ROBIN FORD
BOX 168
Glenolden, Pa 19036
(810) 588-3000

INVOICE # 56579 (4)
PAGE 1

GLENOLDEN

Year Make	Model	Color	Engine	Trans	Drive	Price	Trade In	Trade In Price	Trade In Value	Trade In Tax	Trade In Title	Trade In License	Trade In Registration	Trade In Sales Tax	Trade In Total	Trade In Balance	Trade In Remarks
2001	FORD		2.0L	4A	4A	7,343											

ITEM	QTY	UNIT PRICE	TOTAL PRICE	DESCRIPTION	REMARKS	Subtotal
9825				CURT HITCHES TRUCK IS LEAKING		
9838				OIL CLOVE TO BACK OF ENGINE		
9835				COMPARTMENT		
9835				CHURCH PARTY		
9835	0.20			PERFORM RECALL CALL		
9838				INSTALL OVAL		
9835						

DISCLAIMER OF WARRANTIES: The seller, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Not responsible for loss or damage to cars or articles left in care in case of fire, theft or any other cause beyond our control.

SUBTOTAL
SALES TAX
FEDERAL TITLE SALES TAX
TITLE DISPOSAL TAX

INVOICE TOTAL

They crossed Rail 10/9/24



"There's No Stoppin' The Robin!"

MacDade Blvd. & Oak Lane
P.O. Box 188
Glenolden, PA 19036
Ph. (610) 588-3600
Fax. (610) 683-3281

RO: 252347

Cashier: 14:52-1

Date Out: 12/18/2003

Customer: 32848 Stock #:30443

TAG: [REDACTED]

VIN: 1FT8X31P33E [REDACTED]

2003 FORD F350 4X4 .8

Miles-In: 9804 Out: 9804

Delivered: 03/20/2003

GLENOLDEN PA

Home:

Work: N/A

Advisor: 008815-JEFFERY J OLSZEWSKI

Eat: 301

Date In: 12/18/2003

OF	Acct	Tech	Hours	Complaint/Cause/Correction	Per Unit	Extended Price
A	WS	001026W	0.5	CUSTOMER STATES VEHICLE IS LEAKING OIL TRACED LEAK TO GLOW PLUG CONNECTORS REPLACE CONNECTOR ASSEMBLY MT- NO TIME IN SLT PO: HRS 0.5 Labor Op: M12A690 Parts: 1 3C3Z12A690AA WIR ASY-GL/PLG RLY BUS		
B	WS	001026W	1.4	CUSTOMER STATES UNEVEN IDLE, LACK OF POWER WHEN COLD, STALLS INTERMITTENTLY, BAD FUEL MILEAGE 12MPG WDS DIAGNOSIS, ESC TEST DCL AND PINPOINT TEST CFR TEST.....REPROGRAM PCM WITH UPDATES PO: HRS 0.2 Labor Op: 12650D HRS 0.3 12650D45 HRS 0.3 12650D55 HRS 0.1 12650D80 HRS 0.5 12650D84		
C	SCPR	001026	0.0	CUSTOMER STATES TRUCK WILL RUN LOUD AS THOUGH THE VALVE LIFTERS WERE CLACKING UNABLE TO VERIFY CONCERN	Labor Total:	0.00
D	SCPR	002083	0.5	STATE INSPECTION/DIESEL S/I# P/B R/B F/T R/T A142091046 10 8 10 10	Labor Total:	29.95
					Operation Total:	29.95

>>>> CONTINUED ON NEXT PAGE <<<<



ROBIN FORD

"There's No Stoppin' The Robin!"

MacDade Blvd. & Oak Lane

P.O. Box 168

Glenolden, PA 19038

Ph. (810) 586-3600

Fax (810) 583-3251

>>>> CONTINUED FROM PREVIOUS PAGE <<<<
Customer: 32848 Stock #:30443

RO: 252347
Cashier: 14:52-1
Date Out: 12/18/2003
TAG: [REDACTED]
VIN: 1FTSX11F33E [REDACTED]
2003 FORD F350 4X4 S
Miles-In: 9804 Out: 9804
Delivered: 03/20/2003

Home: [REDACTED] Work: N/A
Advisor: 008815-JEFFERY J OLSEZWSKI Hat: 301 Date In: 12/18/2003

OP	Acct	Tech	Hours	Complaint/Cause/Correction	Per Unit	Extended Price
----	------	------	-------	----------------------------	----------	----------------



Customer Pay Labor: 29.95
Customer Pay Subtotal: 29.95
Customer Pay Sales Tax: 1.80
Customer Total Due: 31.75

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

ALL REPAIRS SUBJECT TO A MINIMUM OF .5 HOUR DIAGNOSTIC TIME.

DISCLAIMER OF WARRANTIES: All warranties on this product are the manufacturer's. I hereby expressly disclaim all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the product. This disclaimer by in no way affects the terms of the manufacturer's warranty.

"All parts installed are new/unused or reconditioned parts."
TERMS: STRICTLY CASH unless arrangements made.

Signature: _____

Thank you for allowing us to serve you!

QualityCare
at your service

QUALITY
CHECKED

142

PEB4-878 8544

COPY

SEP 23 2004



MICHAEL E. JAMES, CLERK
SUPERIOR COURT
MARICOPA COUNTY

Marshall Meyers (020584)
KROHN & MOSS, LTD.
111 West Monroe, Suite 711
Phoenix, AZ 85003
(602) 275-5588
(866) 385-5215 (facsimile)
Attorney for Plaintiffs

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

[REDACTED]

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

) Case No.:

CV2004-092448

) 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. Plaintiffs [REDACTED] "Consumers", are individuals who were 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 Berge Ford ("Dealer").

4. On or about December 30, 2003, Consumers purchased a 2004 Ford F-350 ("F-350") manufactured and supplied by Warrantor, Vehicle Identification No.

1 IFTWW33P54E [REDACTED] for \$45,936.56, exclusive of all collateral charges incurred at the time
2 of purchase. See Purchase Order, attached hereto as Exhibit "A."

3 5. In connection with Consumers' purchase of the F-350, Warrantor issued and
4 supplied to Consumers 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. Warrantor intended Consumers to view the fact the
7 F-350 was "warranted" as an assurance of the F-350's quality, thereby inducing Consumers'
8 purchase.
9

10 6. After Consumers' purchase of the F-350, Warrantor completely disclosed the
11 terms of its warranty; said warranty terms were not assurances of quality but rather attempts to
12 limit warranty obligations to repair or replacement of parts defective in material and
13 workmanship. Said warranty documents also contained various other terms not previously
14 disclosed, negotiated or agreed to, including but not limited to limitations on damages for breach
15 of warranty.
16

17 7. By inducing Consumers' purchase with warranties attempting to limit warranty
18 obligations to nothing but repair or replacement of parts defective in material and workmanship
19 Warrantor was required by common law and statute to perform adequate and competent repairs
20 or replacements within a reasonable opportunity and time, as competent repairs within a
21 reasonable opportunity/amount of time is the essential purpose of warranties restricted to repair
22 or replacement of defective parts.
23

24 8. On or about the aforementioned date, Consumers took possession of the F-350
25 and shortly thereafter experienced various defects and non-conformities within the same that
26 diminish its value and/or substantially impair its use and value to Consumers. These defects
27
28

1 include, but are not limited to a defective engine, and, any other complaints actually made,
2 whether contained on Warrantor's invoices or not.

3 9. For any defects repairable, Consumers provided Warrantor, through its authorized
4 dealership network, a sufficient opportunity to repair the defects, non-conformities and
5 conditions within the F-350.
6

7 10. Despite being given more than a reasonable number of attempts/reasonable
8 opportunity to cure said defects, non-conformities and conditions, Warrantor failed to do so and
9 thus the warranty failed its essential purpose.
10

11 11. Warrantor's failure to correct said defects violate Warrantor's statutory duty to
12 Consumers and the expectations created by Warrantor's warranty.

13 12. Consumers aver that as a result of the ineffective repair attempts made by
14 Warrantor through its authorized dealership network, the F-350 cannot be utilized as intended by
15 Consumers at the time of acquisition and that the use and value of the F-350 has been diminished
16 and/or substantially impaired to Consumers.
17

18 13. Consumers relied on Warrantor's product advertisements, written, verbal,
19 electronic and/or otherwise, regarding the length and duration of Warrantor's bumper to bumper
20 warranty when deciding to purchase the subject vehicle. Consumers also relied Warrantor's
21 statements or representations of general policy concerning customer satisfaction when deciding
22 to purchase the F-350. Warrantor's failure to meet these statements or representations of general
23 policy concerning customer satisfaction is a violation of 16 C.F.R. § 700.5.
24

25 14. Warrantor's written warranties are replete with limitations and disclaimers never
26 made known to Consumers prior to sale. Warrantor's failure to disclose all their disclaimers and
27 limitations prior to sale constitutes a violation of 15 U.S.C. § 2302 and 16 C.F.R. § 702.3.
28

1 15. Consumers provided Warrantor written notification of the defects within the
2 subject vehicle, an offer for a final opportunity to cure, and Consumers' demand for
3 compensation on September 07, 2004. See Notice Letter, attached hereto as Exhibit "B."

4
5 16. Warrantor refused Consumers' demand for compensation and has refused to
6 provide Consumers with the remedies to which Consumers are entitled.

7 17. Consumers have been and will continue to be financially damaged due to
8 Warrantor's failure to comply with Warrantor's statutory duty to Consumers and the provisions
9 of its written and/or express warranty.

10
11 18. Consumers have met all obligations and preconditions as provided in Warrantor's
12 warranty and by statute(s).

13 19. As a direct and proximate result of Warrantor's failure to comply with its
14 statutory written warranties, common law implied warranties, statutory obligations, and common
15 law duties, Consumers have suffered damages and, in accordance with 15 U.S.C. §2310(d) and
16 A.R.S. § 44-1263 *et. seq.*, Consumers are entitled to bring suit for such damages and other legal
17 and equitable relief.

18
19 20. WHEREFORE, pursuant to 15 U.S.C. §2310(d), Consumers pray for relief
20 against Warrantor:

21
22 (1) for its written warranty breach, and for this breach Consumers seek an award of
23 diminution in value damages, any equitable relief to which Consumers may be entitled, all
24 attorney fees, expert fees and court costs incurred during the commencement and prosecution of
25 this matter, and all other relief deemed just and appropriate by this Court; and,

26
27 (2) for its violation of 16 C.F.R. § 700.5, and for this violation Consumers seek an
28 award of diminution in value damages, any equitable relief to which Consumers may be entitled.

1 all attorney fees, expert fees and court costs incurred during the commencement and prosecution
2 of this matter, and all other relief deemed just and appropriate by this Court; and,

3 (3) for its violation of 15 U.S.C. § 2302 and 16 C.F.R. § 702.3, and for this violation
4 Consumers seek as an equitable remedy that all of Warrantor's disclaimers within its written
5 warranties be stricken.
6

7 21. WHEREFORE, pursuant to A.R.S. 44-1261 *et seq.*, Consumers pray for relief
8 against Warrantor in the form of a replacement vehicle or full refund (at Consumers' choice), all
9 attorney fees, expert fees and court costs incurred during the commencement and prosecution of
10 this matter, and all other relief deemed just and appropriate by this Court.
11
12
13
14

15 Respectfully submitted this 20th day of October, 2004.

16
17
18 By: 

19 Marshall Meyers
20 KROHN & MOSS, LTD.
21 111 West Monroe St., Suite 711
22 Phoenix, AZ 85003
23 (602) 275-5588
24 Attorney #020584
25 Attorney for Plaintiffs
26
27
28

A

B

Krohn & Moss, Ltd.

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

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www.krohnandmoss.com

Licensed to Practice in Arizona

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

September 7, 2004

SENT VIA U.S. MAIL

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

Re: [REDACTED] v. Ford Motor Company
Our Client: [REDACTED]
Your Client: Ford Motor Company
Vehicle: 2004 Ford F-350
VIN: 1FTWW33P541 [REDACTED]
Our File Number: A04020410Z

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.

FE04-078 0553

September 7, 2004

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, and,
2. Any additional complaints actually made, whether contained on your company's invoice or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle. As 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 inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. Rester v. Motor, 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." Kane 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. §44-1264 (C), and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until

September 7, 2004

you pay this amount, my client has the right to hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although my client needs return of the monies listed above before substitute goods can be acquired, my client reserves the right to mitigate all parties damages by cover and reserves the right to claim such damages here. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Arizona Consumer Fraud remedies.

If the seller (or, if applicable the assignee, or any creditor subject to the FTC Holder Rule) has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

To avoid any litigation, my client merely requests a refund for the defective product, plus payment of our attorney's fees pursuant to the fee-shifting provisions of the Magnuson-Moss Warranty Act and/or Arizona Lemon Law. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort would be saved by both sides with a quick resolution of this claim.

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

Sincerely,

Marshall Meyers
Attorney at Law

MSM/jb

Cc: Eric & Kathryn Shephard

1 Marshall Meyers (620584)
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 Plaintiffs

COPY

SEP 22 2004



MICHAEL K. JAMES
P. BOETTCHER
DEPUTY CLERK

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

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

) Case No.:

CV2004-092448

) CERTIFICATE OF COMPULSORY
) ARBITRATION

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

Submitted this

day of

20

By:

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 Plaintiffs

COPY

SEP 22 2004



MICHAEL J. JAMES CLERK
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IN THE SUPERIOR COURT OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Plaintiffs,

vs.

FORD MOTOR COMPANY,

Defendant.

) Case No.:

) CV2004-092448

) JURY DEMAND

Pursuant to 38(a) Ariz.R.Civ.P. Plaintiffs(s) demand(s) a trial by jury on all claims on which the right to trial by jury exists.

RESPECTFULLY SUBMITTED on this 20th day of SEP, 2004.

By: _____

Marshall Meyers
KROHN & MOSS, LTD.
111 W. Monroe, Ste. 711
Phoenix, AZ 85003
(602) 275-5588
Attorney No. 020584