

FORD
12/2/2004
APPENDIX F-2
PART 1 OF 4
BOOK 3 OF 4

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

ATTORNEYS FOR PLAINTIFF

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

Rock Hill Furnace, PA

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] Rock Hill Furnace, 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 06, 2004, Plaintiff purchased a new 2004 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTMW21P74H [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 45,075.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

15. Houston 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 06, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

24. The first documented warranty repair attempt is believed to have occurred on or before April 03, 2004, when the vehicle odometer showed 10,094 miles. On that date, repair attempts were made to the coolant system for leaking conditions, engine for over heating conditions, and

radiator cap. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

25. The second documented warranty repair attempt is believed to have occurred on or before May 03, 2004, when the vehicle odometer showed 11,720 miles. On that date, repair attempts were made to the coolant system for leaking conditions, engine for over heating conditions, thermostat, engine oil concern, and vistronic fan. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

26. The third documented warranty repair attempt is believed to have occurred on or before May 04, 2004, when the vehicle odometer showed 11,760 miles. On that date, repair attempts were made to the diesel engine for not starting and knocking noise conditions, engine for over heating conditions, EEC test code oil pan, broken connecting rod, broken crankshaft journal, broken windage tray, engine assembly and air conditioning system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

PE84-878 8563

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

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: 

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

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

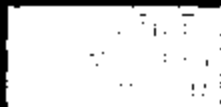


ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

MV-1 (5-00)		L TAX / FEES	
A. MAKE OF VEHICLE FORD MODEL YEAR 1984		VEHICLE IDENTIFICATION NUMBER (VIN) 1F3510T10A000000000	
B. LAST NAME (OR FULL BUSINESS NAME) [REDACTED]		DATE ACQUIRED 01/25/84	
STREET [REDACTED]		CITY [REDACTED]	
STATE TX		ZIP 75001	
C. 1ST LIEN DATE 01/25/84		2ND LIEN DATE [REDACTED]	
1ST LIENHOLDER [REDACTED]		2ND LIENHOLDER [REDACTED]	
3RD LIENHOLDER [REDACTED]		4TH LIENHOLDER [REDACTED]	
5TH LIENHOLDER [REDACTED]		6TH LIENHOLDER [REDACTED]	
7TH LIENHOLDER [REDACTED]		8TH LIENHOLDER [REDACTED]	
9TH LIENHOLDER [REDACTED]		10TH LIENHOLDER [REDACTED]	
11TH LIENHOLDER [REDACTED]		12TH LIENHOLDER [REDACTED]	
13TH LIENHOLDER [REDACTED]		14TH LIENHOLDER [REDACTED]	
15TH LIENHOLDER [REDACTED]		16TH LIENHOLDER [REDACTED]	
17TH LIENHOLDER [REDACTED]		18TH LIENHOLDER [REDACTED]	
19TH LIENHOLDER [REDACTED]		20TH LIENHOLDER [REDACTED]	
21ST LIENHOLDER [REDACTED]		22ND LIENHOLDER [REDACTED]	
23RD LIENHOLDER [REDACTED]		24TH LIENHOLDER [REDACTED]	
25TH LIENHOLDER [REDACTED]		26TH LIENHOLDER [REDACTED]	
27TH LIENHOLDER [REDACTED]		28TH LIENHOLDER [REDACTED]	
29TH LIENHOLDER [REDACTED]		30TH LIENHOLDER [REDACTED]	
31ST LIENHOLDER [REDACTED]		32ND LIENHOLDER [REDACTED]	
33RD LIENHOLDER [REDACTED]		34TH LIENHOLDER [REDACTED]	
35TH LIENHOLDER [REDACTED]		36TH LIENHOLDER [REDACTED]	
37TH LIENHOLDER [REDACTED]		38TH LIENHOLDER [REDACTED]	
39TH LIENHOLDER [REDACTED]		40TH LIENHOLDER [REDACTED]	
41ST LIENHOLDER [REDACTED]		42ND LIENHOLDER [REDACTED]	
43RD LIENHOLDER [REDACTED]		44TH LIENHOLDER [REDACTED]	
45TH LIENHOLDER [REDACTED]		46TH LIENHOLDER [REDACTED]	
47TH LIENHOLDER [REDACTED]		48TH LIENHOLDER [REDACTED]	
49TH LIENHOLDER [REDACTED]		50TH LIENHOLDER [REDACTED]	
51ST LIENHOLDER [REDACTED]		52ND LIENHOLDER [REDACTED]	
53RD LIENHOLDER [REDACTED]		54TH LIENHOLDER [REDACTED]	
55TH LIENHOLDER [REDACTED]		56TH LIENHOLDER [REDACTED]	
57TH LIENHOLDER [REDACTED]		58TH LIENHOLDER [REDACTED]	
59TH LIENHOLDER [REDACTED]		60TH LIENHOLDER [REDACTED]	
61ST LIENHOLDER [REDACTED]		62ND LIENHOLDER [REDACTED]	
63RD LIENHOLDER [REDACTED]		64TH LIENHOLDER [REDACTED]	
65TH LIENHOLDER [REDACTED]		66TH LIENHOLDER [REDACTED]	
67TH LIENHOLDER [REDACTED]		68TH LIENHOLDER [REDACTED]	
69TH LIENHOLDER [REDACTED]		70TH LIENHOLDER [REDACTED]	
71ST LIENHOLDER [REDACTED]		72ND LIENHOLDER [REDACTED]	
73RD LIENHOLDER [REDACTED]		74TH LIENHOLDER [REDACTED]	
75TH LIENHOLDER [REDACTED]		76TH LIENHOLDER [REDACTED]	
77TH LIENHOLDER [REDACTED]		78TH LIENHOLDER [REDACTED]	
79TH LIENHOLDER [REDACTED]		80TH LIENHOLDER [REDACTED]	
81ST LIENHOLDER [REDACTED]		82ND LIENHOLDER [REDACTED]	
83RD LIENHOLDER [REDACTED]		84TH LIENHOLDER [REDACTED]	
85TH LIENHOLDER [REDACTED]		86TH LIENHOLDER [REDACTED]	
87TH LIENHOLDER [REDACTED]		88TH LIENHOLDER [REDACTED]	
89TH LIENHOLDER [REDACTED]		90TH LIENHOLDER [REDACTED]	
91ST LIENHOLDER [REDACTED]		92ND LIENHOLDER [REDACTED]	
93RD LIENHOLDER [REDACTED]		94TH LIENHOLDER [REDACTED]	
95TH LIENHOLDER [REDACTED]		96TH LIENHOLDER [REDACTED]	
97TH LIENHOLDER [REDACTED]		98TH LIENHOLDER [REDACTED]	
99TH LIENHOLDER [REDACTED]		100TH LIENHOLDER [REDACTED]	



11 North Colville • Walla Walla, WA 99362-0647
 1-800-525-1520 • 1-800-283-2483 • FAX 1-509-525-2862
 E-mail Address: www.fordofww.com



Pendleton Ford Lincoln Mercury
 2225 Eastgate P.O. Box 70 • Pendleton, Oregon 97801
 1-541-278-3131 • 1-888-421-7780 • FAX 541-278-2538
 E-mail Address: www.pendletonford.com

Customer No.	13385		Advisor	BART		Doc No.	203	1483	Invoice Date	05/04/04	Vehicle No.	FOCS37783
			License Plate			License No.	11,720		Color	/	Access No.	
ROCKHILL FURNACE, PA			YEAR/MAKE/MODEL			04/FORD TRUCK/4 DOOR CREW			Mileage (mi)			Mileage (mi)
			Vehicle ID No.			1FTNW21P74E			Mileage (mi)			Production Date
			ATK No.						A Date			05/03/04
			Comments									No: 11754



11 North Colville • Walla Walla, WA 99362-0647
1-800-325-1320 • 1-800-283-2483 • FAX 1-509-125-2862
E-mail Address: www.fordofwa.com



Pendleton Ford Lincoln Mercury
2225 Eastgate Rd. Box 70 Pendleton, Oregon 97901
1-841-276-3131 • 1-888-421-7790 • FAX 541-276-2530
E-mail Address: www.pendletonford.com

CLERK NO.	13385	SALES	203	1483	DATE	05/14/04	PO	PO37833
NAME	ROCKHILL FURNACE, PA	MODEL	11,760		COLOUR	/	STOCK NO.	
VEHICLE TYPE	04/FORD TRUCK/4 DOOR CREW	DELIVERY DATE			DELIVERY MILE			
VEHICLE ID NO.	1FTNW21P74E	SELLING DEALER NO.			PRODUCTION DATE			
DATE	05/04/04							
NO: 11765								

LABOR & PARTS
CUST STATES ENGINE STARTED MAKING A LOUD KNOCKING NOISE AND STALLED - WOULD NOT RESTART
HAD VEH TOWED TO SHOP - VERIFIED CONCERN - EEC TEST CODE P0281 CYL #7 CONTRIBUTION CODE - DIAGNOSED HEAVY KNOCKING NOISE IN LOWER END - LOUDEST AT REAR OF ENGINE WITH CHASSIS ENDS INSTALLED - DRAINED OIL & FOUND METAL CONTAMINATION - CALLED HOTLINE REPORT # 4862011 - INSTRUCTED PER SHINE TO R&I OIL PAN AND INSPECT LOWER END OF ENGINE (ENGINE IN VEH) - FOUND #7 CONNECTING ROD BROKEN CRANKSHAFT JOURNAL, PISTON, AND CYLINDER WALL ARE DAMAGED - TOOK INITIAL PICTURES AND SENT TO HOTLINE - MONTAGE TRAY IN OIL PAN ALSO BROKEN - COMPLETE ENGINE AND OIL SYSTEM ARE FULL OF METAL CONTAMINATION - RECEIVED APPROVAL & PAID TO REPLACE COMPLETE ENGINE ASSY - ENGINE ASSY SHIPPED FROM UNISTAR AT M/C
EVAC A/C AND REMOVE ENGINE FROM VEH - RE-INSTALL NEW ENGINE ASSY - RECHARGE A/C - TEST DRIVE TO VERIFY REPAIR

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	2		HOSE	1/2" HOSE	
JOB # 1	1		4C3Z-70020-DA	TUB ASSY-TRANS	
JOB # 1	2		XT-6-05P	FLU TRANS AUTO	
JOB # 1	42		YN-19	R134A A/C REFR	
JOB # 1	4		SOLD BY OUNCES.	ANTIFREEZE RAD	
JOB # 1			VC-7-B		

JOB # 1 TOTAL PARTS

JOB # 1 TOTAL LABOR & PARTS

SHEET	POP	VENO	INVT	INV DATE	DESCRIPTION	WARRANTY
JOB # 1	6889	2383		05/04/04	TOM CHANE	
TOTAL SHEET						6.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00

THE SELLING DEALER MAKES NO WARRANTY OF ANY KIND WHATSOEVER AS TO THE MERCHANTABILITY OF THE PRODUCTS LISTED HEREON OR AS TO THEIR FITNESS FOR ANY PARTICULAR PURPOSE. ANY WARRANTY WHICH MAY BE GIVEN BY AN AGREEMENT SOLELY BETWEEN THE MANUFACTURER AND THE PURCHASER.

DATE SIGNED

NO

ANY INFORMATION ON THE SYSTEMS...
hereby expressly disclaims all warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and that neither dealer nor anyone for whom he or she is responsible to assume for any liability in connection with the sale of said products. Any limitation on the amount of damages shall not apply where prohibited by law.

WARRANTY
The information contained on the estimate, worksheet and/or repair order is incorporated herein by reference.

TERMS
NO RETURNS AFTER 30 DAYS. NO REFUND WITHOUT THIS ORDER. 2% HANDLING CHARGE ON ALL.

NO
ON OR

ON BEHALF OF SELLING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE NOTED AND I HAVE ADVISED YOUR REPRESENTATIVE OF NO CHANGE IN ORDER. THERE WAS NO DISCREPANCY FROM THE APPEARANCE OF THE TRUCK OR EQUIPMENT THAT ANY PART REQUIRED TO BE REPLACED UNDER THIS CLAIM WAS NOT COVERED BY ANY NEW WITH ANY WARRANTY, INCLUDING ON MOTOR, EXCEPT EXCEPTING THIS CLAIM AND RESOLVED FOR 11 YEAR FROM THE DATE OF SYSTEM APPROVAL AT THE SELLING DEALER FOR INFORMATION BY REPRESENTATIVES OF FORD.

SIGNED DEALER, GM OR AUTHORIZED PERSON

Pendleton Ford Lincoln Mercury



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1-800-525-1520 • 1-800-283-2483 • FAX 1-509-525-2862
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E-mail Address: www.pendletonford.com

Customer No. 13385	Vehicle BART	Year 203	Model 1483	Invoice Date 05/14/04	Invoice No. FD0537833
	License No.	11,760		Color	Stock No.
ROCKHILL FURNACE, PA	Make / Model / Model	04/FORD TRUCK/4 DOOR CREW			
	Vehicle No.	1FTNW21P74E			
	Color	05/04/04			
	Comments	NO: 11765			

TOTALS

* [] CASH [] CHECK CK NO. [] *
* [] VISA [] MASTERCARD [] DISCOVER *
* [] AMER EXPRESS [] OTHER [] CHARGE *

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

THE SELLING DEALER MAKES NO WARRANTY OF ANY KIND WHATSOEVER AS TO THE MERCHANTABILITY OF THE PRODUCTS LISTED HEREIN OR AS TO THEIR FITNESS FOR ANY BUSINESS OR PURPOSE. ANY WARRANTY WHICH MAY EXIST IS AN AGREEMENT SOLELY BETWEEN THE MANUFACTURER AND THE PURCHASER.
DATE SIGNED _____
BY _____

DISCLAIMER OF WARRANTY
Any warranties on the products sold hereby are those made by the manufacturer. The dealer hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and the dealer neither assumes nor warrants any responsibility to assume for any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

The information contained on this estimate, worksheet and/or repair order is incorporated herein by reference.

TERMS
NO RETURNS AFTER 30 DAYS. NO REFUNDS WITHOUT THIS INVOICE. 25% HANDLING CHARGE ON ALL RETURNED MERCHANDISE. NO RETURN ON SPECIAL ORDER OR ELECTRICAL PARTS.

A CHARGE HAS BEEN ADDED WHERE APPROPRIATE FOR THE DISPOSAL OF HAZARDOUS WASTES SUCH AS ENGINE OIL, ANTIFREEZE, SOLVENTS, ETC.

ON BEHALF OF SELLING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE. I HAVE OBTAINED ALL NECESSARY SERVICES REQUIRED FOR THE REPAIR OF THE VEHICLE TO CORRECT THE DEFECTS DESCRIBED HEREIN. I HAVE RECEIVED THE VEHICLE OR EQUIPMENT FROM THE CUSTOMER AND HAVE INSPECTED THE SAME. THE CLAIM HAS BEEN CORRECTED IN ANY WAY WITH ANY ACCIDENT, DAMAGE OR LOSS. I HAVE SUPPORTING THE CLAIM AND AVAILABLE FOR 30 DAYS FROM THE DATE OF REPAIR. I HAVE ADVISED THE SELLING DEALER FOR PROTECTION BY THE MANUFACTURER.

SELLING DEALER, GMA OR AUTHORIZED PERSON

Pendleton Ford Lincoln Mercury

CUSTOMER #: 1088171

L0755364

PAGE 1 OF 1

ROCKHILL, FURNACE, PA

SERVICE INVOICE



15505 Roscoe Blvd., North Hills, CA 91343
(818) 778-2172 - Fax (818) 778-2104
OPEN MON-FRI - 7:00 AM TO 7:00 PM
SATURDAY 8:00 AM TO 5:00 PM

DAY: [REDACTED] EXT: CELL
NIGHT: [REDACTED]

EXP. # CAD 8884313
BAR # AC011288 - BAR # RCH01202

SERVICE ADVISOR: 897075 John, Fildis SSN : 9212

COLOR	YEAR	MAKE AND MODEL		VIN	LICENSE	TAG NO.	
White	2004	Ford F-250 SD SUPER CAB SRW 4		1FTSW21P74E	BAD GAS PA		
IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROCESSED	PO NO.	RATE	PAYMENT	INV. DATE
			05/17/04 17:00				20May04
R.O. OPENED	READY	STOCK NBR	TYPES	ACTIVATION DT	MILEAGE IN	MILEAGE OUT	
17May04 07:41	WATER		N		12885	12902	

Dear Valued Galpin Customer,

Ask your Service Advisor about our great prices on tires, shocks, brakes and preventive maintenance services.

TECH	HOURE	NET/UNIT	TOTAL
1 D21 C/S WHEN TAKING OFF FROM ASTOP ENGINE SURGES; ALSO AT STEADY FREEWAY SPEEDS / CCD05 DIESEL DIAG, REPLACED VGT ACTUATOR, REPLACED CAC TUBE, ROAD TEST, RETEST			
1 LC3Z, 6K786, BA CLMP-ENG CHG ATR CDO		\$0.00	\$0.00
1 3C3Z, 6C646, BA DCT ASY - ENG CHG AI		\$0.00	\$0.00
1 3C3Z, 6P089, AA ACTU ASY-ENG S/CHG B		\$0.00	\$0.00
1 3C3Z, 9J460, AA SNS ASY-E/G/R PRESS		\$0.00	\$0.00

DESCRIPTION TOTAL
Amount Due \$0.00

If you have any questions or concerns regarding this service visit,
please call our Customer Service Hotline at (818) 756-3443.



All parts new unless otherwise indicated. All oil sold in quarts. All antifreeze sold in quarts. All Freon sold in ounces.

OWN. EST.	ADVIS. LAB.	NEW YORK	AUTH. BY	DATE	TIME	
REC. EST.	ADVIS. LAB.	NEW YORK	AUTH. BY	DATE	TIME	

NOTICE TO CONSUMER: PLEASE READ
IMPORTANT INFORMATION ON BACK

PE84-878 B572

<p>I hereby authorize the repair work to be done along with the necessary material, and hereby grant your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. Subject to conditions on reverse side of this contract.</p> <p>(I understand that I have the right to have emission service and/or adjustment done elsewhere.)</p> <p>A maximum fee of \$2.50 is charged to cover costs associated with the handling, management, and disposal of hazardous waste (when applicable).</p>			<p>RESERVATION #</p> <p>DATE RECV. MADE</p> <p>SELLING DEALER</p> <p>NOTICE: VEHICLES NOT PICKED UP WITHIN THREE DAYS AFTER REPAIRS ARE COMPLETED WILL BE CHARGED STORAGE AT THE RATE OF \$1.00 PER DAY.</p> <p>NO VEHICLES RELEASED AFTER 6:00 P.M. WEEKDAYS.</p>
<p>City: <u>San Jose</u></p> <p>State: <u>CA</u></p> <p>Zip: <u>95128</u></p> <p>Year: <u>1988</u></p> <p>Model: <u>Mustang</u></p> <p>Color: <u>Black</u></p> <p>Engine: <u>5.0L V8</u></p> <p>Transmission: <u>5-Speed Manual</u></p> <p>Vehicle ID: <u>1E72W21P71E</u></p> <p>Selling Dealer: <u>12,845</u></p>	<p>Parts: <u>SAVE MONEY</u></p> <p>Estimate: <u>ORIGINAL ESTIMATE</u></p> <p>TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within <u>1</u> days of the date shown above. (I choose not to authorize the services recommended.)</p>	<p>INSPECTION POINT</p> <p>LUBE, OIL & FILTER</p> <p>STATE BRIDGE CERT.</p> <p>AIR FILTER</p> <p>HOSES & BELTS</p> <p>FUEL FILTER</p> <p>ROTATE TIRES</p> <p>BODY LUBE</p> <p>WHEEL BEARINGS</p> <p>U-JOINTS</p> <p>BVC TRANS-AUTO</p> <p>BVC TRANS-OTHER</p> <p>ELECTRICAL TUNE-1</p> <p>ELECTRICAL TUNE-2</p> <p>ELECTRICAL TUNE-3</p> <p>BATTERY SERVICE</p> <p>SCOPE & ADJUST</p> <p>BVC & INSPECT BRAKES</p> <p>BALANCE</p> <p>ALIGN</p> <p>A/C SERVICE</p> <p>BVC COOLING SYSTEM</p> <p>VALVE ADJUST</p>	

GALPIN

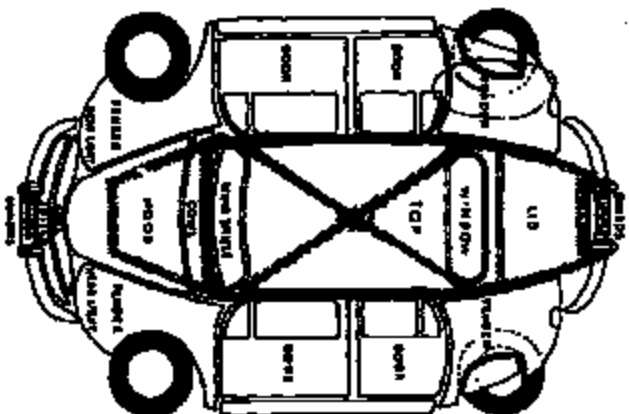
PHONE: (415) 885-3800
18430 ROSCOE BLVD.
VAN NUYS, CA 91410
NARAC 133451
EPA 6040 08020701

PHONE: (415) 885-9404
18805 ROSCOE BLVD.
NORTH HILLS, CA 91343
NAR 880 012208
EPA 6040 08020803

TO OUR CUSTOMERS

GALPIN CHARGES FOR REPAIR LABOR ARE NOT BASED ON ACTUAL MECHANIC TIME SPENT ON THE JOB. Rather, you are given a flat rate menu price which will be quoted to you and authorized by you in advance of the prescribed repair. If we discover that different or additional repairs are appropriate, you will be contacted for your advance approval of a revised quotation. Our menu prices are computed internally by multiplying our retail hourly labor rate by a price factor allotted to the repair. This time factor and our menu prices are based on our evaluation of the complexity of the work required, our costs for doing business, and, of course, our desire to remain competitive.

PRIOR BODY DAMAGE





4450 Vine Street • P.O. Box 38
HAYS, KANSAS 67601
Phone 785-825-3441 WATS LINE 1-800-827-3441

CUSTOMER NO.	28535	ADVISOR	TROY L. YOUNGER	6090	DATE	05/28/04
		LABOR RATE			15,262	
		VEHICLE MAKE/MODEL	04/FORD TRUCK/F250/4 DOOR CREW			
		VEHICLE VIN	1FTMW21P74E			
		DATE			05/28/04	

LABOR & PARTS

CK FOR NO POWER, COMPRESSORS IMMEDIATELY FROM MON'T UPSHIFT
CHECK TRANS AND ENGINE ALL PASSED CODES, TEST DRIVE
SHIFTING NORMAL 23 PSI BOOST PRESSURE MAX TRANS FLUID
CLEAN UNABLE TO DUPLICATE

JOB # 1 TOTAL LABOR & PARTS 8.00

TOTALS

We want to insure that you are "COMPLETELY SATISFIED" with your visit here at HAYS FORD TOYOTA LINCOLN MERCURY. In the next few days you may receive a survey from the factory. If for any reason you cannot answer "COMPLETELY SATISFIED" please call Craig Ayers at 825-3441 or 1-800-827-3441.
THANK YOU

TOTAL LABOR.....	8.00
TOTAL PARTS.....	0.00
TOTAL SUBLET.....	0.00
TOTAL G.O.S.....	0.00
TOTAL MISC CHG.....	0.00
TOTAL MISC DISC.....	0.00
TOTAL TAX.....	0.00

TOTAL INVOICE \$ 8.00

CUSTOMER SIGNATURE

Privacy Notice to Our Customers

In connection with your transaction, HAYS FORD TOYOTA LINCOLN MERCURY may obtain information about you as described in this notice, which we handle as stated in this notice.

1. We collect nonpublic personal information about you from the following sources:
 - Information we receive from you in applications or other forms;
 - Information about your transaction with us, our affiliates or others; and
 - Information we receive from a consumer reporting agency.
2. We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. We may make such disclosures about you as a customer, customer, or former customer.
3. We may also disclose nonpublic personal information about you as a customer, customer, or former customer, to non-affiliated third parties as permitted by law.
4. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

THANK YOU



Aaron Cole
Service Advisor

4450 Vine St.
P.O. Box 36
Hays, Kansas 67601
www.haysauto.com

Ext. (785) 627-3441
Voice 1-800-627-3441
Fax (785) 627-3441
Email hays@haysauto.com



0 Vine Street - P.O. Box 36
HAYS, KANSAS 67601
5-3441 WAYS LINE 1-800-627-3441



We stopped at 9:30 am; we were trying to get the heating Problem fixed. Aaron Cole Service Advisor, said he could not check the truck that day, but if I would bring it back tomorrow the 1st of July he would look at it. He did sell me 2 gallons of the VC-7-A antifreeze

So I could make it home and get it fixed; I also told them of the

Transmission problem again, and this time there was NO wind.

DISCLAIMER OF WARRANTIES

"All expressed warranties, if any, by manufacturer or supplier other than the dealer are theirs, not dealers, unless otherwise provided in writing and furnished to buyer by dealer."

CASH

06/30/04

13739
LIR

S
H
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P
T
O

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	TAX	TOTAL
8	VC-7-A ANTIFZ PREM.	2.90	23.20		
				SUBTOTAL	23.20
				TAX	1.47
				FREIGHT	0.00
				PAY THIS AMOUNT	24.67

RECEIVED BY _____

ABSOLUTELY NO REFUND WITHOUT THIS INVOICE.
NO REFUND AFTER 30 DAYS - 30% HANDLING CHARGE ON ALL REFUNDS.
ALL RETURNS MUST BE IN ORIGINAL, UNDAMAGED CONTAINERS.
SPECIAL ORDERED PARTS TO BE PAID IN ADVANCE.
NO RETURNS ON ELECTRICAL PARTS OR SPECIAL ORDERED PARTS.

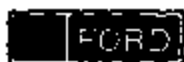
08:25:09 CUSTOMER COPY

NET503

PAGE 1 OF 1

PER4-878 8575

29777



Route 22 East P.O. Box 353
HUNTINGDON, PA 16652

**HUSTON MOTOR
CO., INC.**

24 DEC 67 035

60-017
3-15

Post

TO THE
ORDER
OF

HUSTON MOTOR CO., INC.

UNITED BANK
HUNTINGDON, PA.

ANTHONY M. BISHOP: DISCUSSION

HUSTON MOTOR CO., INC. — HUNTINGDON, PA 16652

PURCHASE ORDER					SOURCE		CHECK NO.		CREDIT/DEBIT NO.	
DATE	PO/INVOICE NO.	AMOUNT	DISCOUNT	NET	QTY	UNIT	29777		QTY	
12/24/94	121024			2767						
R	STOCK NO.	ACCT NO.	R	AMOUNT	ACCOUNT	ACCT NO.	R	AMOUNT		
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DETACHED CHECK IS PAYMENT IN FULL OF ACCOUNT SHOWN ABOVE. IF INCORRECT RETURN WITHOUT ALTERATIONS.

Check from Houston Ford paying me
for my appearance for the Antifreeze
of Hays Ford. Hays R.S.

SALES - SERVICE

**HUSTON
FORD**



ROUTE 22 EAST
HUNTINGDON, PA 16852
TELEPHONE (814) 643-3430

1-800-824-9271

www.husdonford.com

RENTAL-LEASING



0101-97120

END PAGE

RECOMMENDED SERVICES

Journal of Interpersonal Violence 26(10)

ADZO	SVC INC OIL & FILTER	NO
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SVC INC OIL & FILTER	NO
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✱

STATE INSPECTION INFORMATION

ITEM	FRONT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
REAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	
FRONT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	
REAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

DATE 6/16/62 MAP BY

Dr. STICKLER # _____

OTHER EMPLOYERS _____

SERVICE HISTORY

DATE	INVOICE NUMBER	INVOICE DOLLARS	WARRANT NUMBER	WARRANT DOLLARS	TIME	DESCRIPTION	WARRANT TYPE
04/07/04	35888	64213	B	29	C	96FOZ	BODY REPAIR
03/30/04	35774	7306	38	31	W	10FOZ01	DRIVEABILITY CONCERN
				20		51FOZ01	BODY ELECT CONCERN
				31	W	60FOZ01	INT TRIM CONCERN
				20	W	51FOZ06	TAILLIGHTS
				34	W	96FOZ01	GENERAL BODY REPAIR

SERVICE

SALES PERSON NOT A LINK

HAVENLOCK

[illegible]

WATER COMES OUT AT RADIATOR CAP AND RUNS DOWN WHEN TOWING TRAILER

ALTER Test drive 25 miles

2 C 14FCZDS EXHAUST NOISE
CUSTOMER STATES EXHAUST SYSTEM NOISE
SEEMS TO RATTLE

FEC TESTS - KO
NUMBER, no deno
KDEA

4 GAL VC-7-A

PE04-BTD 0577

8144473945

30322

THOMAS

INVOICE

ROCKHILL, FURNACE, PA

HOME BUS:

PAGE 1

SERVICE ADVISOR: 556 MICHAEL B CLINE

225 Lincoln Way West
 McConnellsburg, PA 17233
 717-485-5125 • 800-377-3109
 Fax 717-485-5199
 www.thomasautoservice.com

COLOR	04	MAKE	FORD	MODEL	F-250	VIN	1FTNW21P74E	DATE	25094/25100	TAG	T1037
DATE	01JAN2004	PROD. DATE	01JAN2007	WARR. EXP.	18:00	PROMISED	20JUL04	PO NO.		RATE	
PAYMENT	CASH	DATE	20JUL2004	READY		OPTIONS	DLR:5 ENG:6.0 Liter				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER SERVICE TECHNICIAN HAS BEEN ADVISED THAT THE ENGINE IS NOT RUNNING AND THE ENGINE IS HOT							
CASE: 725 HARBORVIEW OVER THE ENGINE IS NOT RUNNING AND THE ENGINE IS HOT							
PASS PID MONITORING RECORDED ALL PID READ OK TEMP NORMAL UNABLE TO DUPLICATE							
6005F ENGINE PERFORMANCE DIAGNOSTICS - DIESEL							
725 WKP (N/C)							
6005F11 RHY ON ENGINE RUNNING - KOER CHECK - TRST							
725 WKP (N/C)							
6005F12 RHY ON ENGINE RUNNING - KOER CHECK - TRST							
725 WKP (N/C)							
ELECTRICAL SELF-TEST - TEST - L							
6005F6 RHY ON ENGINE RUNNING - KOER CHECK - TRST							
725 WKP (N/C)							
6005F11 RHY ON ENGINE RUNNING - KOER CHECK - TRST							
725 WKP (N/C)							
6005F12 RHY ON ENGINE RUNNING - KOER CHECK - TRST							
725 WKP (N/C)							
PART#: 12650							
CLAIM TYPE:							
4143							
MONITORED ALL PID READINGS OK TEMP NORMAL UNABLE TO DUPLICATE							

*Your Complete Satisfaction
 Is Our Goal!
 If You're Not Satisfied,
 Please Call Us
 Thank You
 for Choosing Thomas*

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranty with respect to the sale of this equipment. The dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor undertakes any other action to warrant for it any factory in connection with the sale of the equipment.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

FED-878 0590

1 Marshall Meyers (602) 275-5584
2 KROHN & MOSS, LTD.
3 111 West Monroe, Suite 711
4 Phoenix, AZ 85003
5 (602) 275-5588
6 (866) 385-5215 (facsimile)
7 Attorney for Plaintiff

COPY

SEP 23 2004



MICHAEL J. SANDS, CLERK
J. RICHARD
DEPUTY CLERK

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

9 [REDACTED]) Case No.: CV2004-018459
10 Plaintiff,)
11) COMPLAINT --
12 vs.) BREACH OF
13) STATUTORY WARRANTIES
14 FORD MOTOR COMPANY,)
15 Defendant.)

16
17 1. This Court has jurisdiction to hear this matter pursuant to 15 U.S.C. §2310(d) and
18 A.R.S. Const. Art. 6 §14.

19 2. Plaintiff, Glenn Reed ("Consumer"), is an individual who was at all times relevant
20 hereto residing in the State of Arizona.

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

26
27 4. On or about April 30, 2004, Consumer purchased a 2004 Ford Excursion
28 ("Excursion") manufactured and supplied by Warrantor, Vehicle Identification No.

1 IFMSU45P74E [REDACTED] for \$59,827.44, inclusive of all collateral charges incurred at the time of
2 purchase. See Retail Installment Contract, attached hereto as Exhibit "A."

3 5. In connection with Consumer's purchase of the Excursion, Warrantor issued and
4 supplied to Consumer its written warranty, which included three (3) year or thirty-six thousand
5 (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the
6 Warrantor's New Vehicle Warranty booklet. Warrantor intended Consumer to view the fact the
7 Excursion was "warranted" as an assurance of the Excursion's quality, thereby inducing
8 Consumer's purchase.
9

10 6. After Consumer's purchase of the Excursion, 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 Consumer's 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, Consumer took possession of the Excursion
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 Consumer. These defects
27
28

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

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

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

11
12 11. Warrantor's failure to correct said defects violate Warrantor's statutory and
13 common law duties to Consumer and the expectations created by Warrantor's warranty.

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

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

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

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

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

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

11
12 18. Consumer has met all obligations and preconditions as provided in Warrantor's
13 warranty and by statute(s).

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

20
21 20. WHEREFORE, pursuant to 15 U.S.C. §2310(d), Consumer prays for relief
22 against Warrantor:

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

27 (2) for its violation of 16 C.F.R. § 700.5, and for this violation Consumer seeks an
28 award of diminution in value damages, any equitable relief to which Consumer 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 Consumer seeks 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.*, Consumer prays for relief
8 against Warrantor in the form of a replacement vehicle or full refund (at Consumer's 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 Respectfully submitted this 24th day of Oct, 2004.

14
15
16 By: _____

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

A

1

STOCK NO.		SALES CONTRACT AND PURCHASE MONEY SECURITY AGREEMENT	
Buyer(s)/Debtor(s):		Seller/Creditor:	
Address:		Address:	

This is an agreement for the installment purchase by you of the Vehicle described below. As used in this Contract, the words "you" and "your" mean the Buyer or Buyer who sign below. The words "we", "us", "our" and "Seller" refer to the Seller whose name and address appear above or to anyone to whom this Contract is assigned (referred to as the "Assignee"). If the Assignee notifies you that it has purchased this Contract, you agree to make all of your payments to the Assignee. This sale is subject to approval in your credit by or and acceptance of this Contract by an Assignee. BY SIGNING BELOW, YOU ALSO AGREE TO ALL OF THE TERMS ON BOTH SIDES OF THIS CONTRACT. PLEASE READ THE BACK CAREFULLY.

NEW OR USED	YEAR MODEL	MAKE TRADE NAME	NO. CYL.	BODY TYPE	MODEL # OR SERIES	VEHICLE ID. #
NEW	2004 EXPLORER	FORD		SUV		1FMSH45P2

EQUIPMENT:

<input type="checkbox"/> ABS/EB	<input type="checkbox"/> 4 Sp. Trans.	<input type="checkbox"/> T-Top/Box	<input type="checkbox"/> Pwr. Stg.	<input type="checkbox"/> Air Cond.	<input type="checkbox"/> Pwr. Wind.	<input type="checkbox"/> Pwr. Doors
<input type="checkbox"/> Tires	<input type="checkbox"/> 5 Sp. Trans.	<input type="checkbox"/> CD Player	<input type="checkbox"/> Auto. Trans.	<input type="checkbox"/> Cycles	<input type="checkbox"/> Pwr. Seats	<input type="checkbox"/> Cst. Wht.

Misc. Equipment:

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

ANNUAL PERCENTAGE RATE		THE COST OF YOUR CREDIT AS A YEARLY RATE		Number of Payments		Your payment schedule will be:	
5.25 %				72		Amount of Payments	
				N/A		When Payments Are Due:	
				N/A		Monthly, Beginning 05/30/2004	
				N/A		N/A	
FINANCE CHARGE		THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.		Insurance: CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST.			
\$ 8170.80							
Amount Financed		The amount of credit provided to you or on your behalf		Type		Premium For Term	
\$ 42656.64				Credit Life Insurance		\$ N/A	
				Disability Insurance		\$ N/A	
Total of Payments		The amount you will have paid after you have made all payments as scheduled		Credit Life and Disability		\$ N/A	
\$ 56877.44				Joint Credit Life Insurance		\$ N/A	
				Joint Credit Life and Single Disability Insurance		\$ N/A	
Total Sale Price		The total cost of your purchase on credit including your down payment of \$ 3000.00		Security: You are giving a security interest in the Vehicle being purchased.			
\$ 59827.44				Late Charge: If the Vehicle is purchased for personal use, and a payment is not paid in full within 10 days after it is due, you will pay a late charge of the lesser of \$10.00 or 5% of the unpaid balance of the installment.			
				Prepayment: If you pay off early, you will not have to pay a penalty.			
				See the other portions of this Contract for additional information about non-payment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.			

ITEMIZATION OF AMOUNT FINANCED

- Cash Price (incl. accessories) \$ 47345.20 + Sales Tax \$ 3168.51 = Total Cash Price \$ 50513.71 (1)
- Other charges imposed by Seller include:
 - (a) Vehicle Service Contract (Term) \$ N/A
 - (b) Dealer Documentary Fee \$ 298.50
 - (c) Other (describe) \$ N/A
 - Total \$ 298.50 (2)
- Payments made on your behalf in Public Officials for Official Fees:
 - (a) Registration Fee \$ 20.00 + (b) Title Fees \$ 1.00 + (c) Lien Tax \$ 0.00
 - (d) Lien Filing Fee \$ N/A + (e) Postage Fees \$ N/A + (f) Weight Fee \$ N/A
 - (g) Other (describe) N/A
 - Total \$ 21.00 (3)
- Cash Sale Price (sum of items 1, 2 and 3) \$ 50534.71 (4)
- Trade-in:
 - Yr. Make & Model \$ N/A
 - Gross Allowance \$ N/A
 - Payoff \$ N/A
 - Net Trade-In (Deficiency) \$ N/A (5)
- Total Down Payment includes:
 - (a) Net Trade-In (Item 5) \$ N/A
 - (b) Cash Down Payment (includes manufacturer's rebate of \$ 2000.00 assigned to Seller) \$ 2000.00
 - Total Down Payment (a + b) \$ 2000.00 (6)
- Unpaid balance of Cash Sale Price (Item 4 less item 6) \$ 48534.71 (7)
- Payments made on your behalf:
 - (a) Amounts paid to Insurance Companies for Insurance Premiums:
 - (1) Credit Insurance Premiums \$ N/A + (2) Property Insurance Premiums \$ N/A
 - Total \$ N/A (8a)
 - (b) Amounts paid to others:
 - (1) Payments to N/A for N/A \$ N/A (8b)
 - (2) Payments to N/A for N/A \$ N/A (8c)
 - Total Amount Paid to Others (a + b) \$ N/A (8)

10. If the "Amount Financed" exceeds \$25,000 or if the Vehicle is purchased primarily for commercial use, the "Amount Financed" is also the "Final Car Price Balance" and the "Total of Payments" is also the "Final Balance."

11. **Property Insurance:** You promise to keep the Vehicle insured for its full value against loss or damage with loss payable endorsement in our favor until the time any amount is repaid under this Contract. YOU MAY OBTAIN YOUR REQUIRED INSURANCE FROM ANY COMPANY ACCEPTABLE TO US. If you purchase your insurance through Seller, the costs and terms of coverage are as follows:

COVERAGE	TERM	PREMIUM
Collision (actual cash value of loss less \$ _____ deductible) and Comprehensive	_____ months	\$ _____
Including fire and theft (actual value of loss less \$ _____ deductible)	_____ months	\$ _____

Other (describe) _____
If you buy insurance through your own agent, this cost is not included in this Contract. Please give us the name and telephone number of the agent you choose:

Agent's Name _____ Telephone Number _____
Agent's Address _____ City _____ State _____

Example to Buy: By signing below, you promise to pay on the Amount Financed, together with finance charges calculated according to the Annual Percentage Rate. You agree to make your payments to us at set forth in the Payment Schedule shown above. Your first payment may change, depending upon your payment habits. We will apply each payment first to unexpired finance charges and late charges and then to reduce your principal balance. This means your finance charge will be less when you pay early and more if you pay late. Any necessary adjustments to your total finance charge will be reflected in your final payment. If a payment is not paid in full within 10 days after it is due, you will also pay a late charge. If the Vehicle is purchased for commercial use, the late charge will be 5% of the unpaid balance of the installment; if the Vehicle is purchased for personal use, the late charge will be the lesser of \$10.00 or 5% of the unpaid balance of the installment.

Security Interest: To protect us if you do not pay as promised, or if you break about other promise of this Contract, you give us a purchase money security interest in the Vehicle, all accessories thereto, and in any proceeds of the Vehicle. If the Vehicle is purchased for commercial use, this security interest also covers all equipment, accessories, and parts (other than accessories added to the Vehicle within 10 days of the date of this Contract). You also give us a security interest in the proceeds of any physical damage insurance policy on the Vehicle and in any insurance premiums which are refunded. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interest held by us. **NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE VEHICLE EXEMPT FROM LEGAL PROCESS.**

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 you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with you 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; (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 you AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle or of any component part; (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) **Used Car Limited Warranty of Merchantability:**

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

(2) **Waiver of Used Car Limited Warranty of Merchantability:**

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

ATENCION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEDOR TE HA DICHO QUE EL VEHICULO TIENE E SIGUIENTE PROBLEMA (S) Y QUE USTED ESTA DE ACUERDO DE COMPRA EL VEHICULO BAJO ESTOS TERMINOS:

1. _____ Buyer/Comprador
2. _____ Buyer/Comprador
3. _____

(3) The vehicle is sold "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives you a separate written instrument showing the terms of any warranty or service contract given by Seller on its own behalf. 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 500 miles after delivery, whichever is earlier, as set forth above, unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with you 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 50 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.

NOTICE TO THE BUYER: 1. Do not sign this Contract before you read it or if it contains any blank space. 2. You are entitled to a exact copy of the Contract you sign.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT, UNLESS DESCRIBED IN ITEM 11 AND AN APPROPRIATE PREMIUM CHARGE IS SHOWN IN ITEM 11(a) ABOVE.

SELLER IS REGULATED BY AND COMPLAINTS CONCERNING THIS CONTRACT MAY BE ADDRESSED TO:

ARIZONA STATE BANKING DEPARTMENT
210 N. 44th STREET, SUITE 310
PHOENIX, ARIZONA 85018
TELEPHONE (602) 255-4421

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

*BUYER: _____
*BUYER: _____

Dated this _____ day of _____, 19____

SELLER: _____
By _____
As _____

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

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

Seller hereby assigns this Contract to the below designated Assignee under the terms and conditions of a Dealer Agreement. ☐ Request: ☐ Non-Resourse previously entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and warranties of the Seller's Assignment and Warranty on the reverse side hereof.

ASSIGNOR: _____ ASSIGNEE: _____

Assigner: _____ Branch: _____
Form No. AADA 10 (Rev. 7/01)

For Dealer Records Only Use 7
\$ 12555.00

BUYER'S COPY

B

Krohn & Moss, Ltd.

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

 **COPY**

Writer's Direct Number
(602) 276-6688 ext. 6806
Writer's Direct Facsimile
(866) 385-5216
Writer's Direct E-Mail
moss@krohnandmoss.com
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 Excursion
VIN:	1FMSU45P74E [REDACTED]
Our File Number:	A04020010Z

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.

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,
2. Defective electrical system, and,
3. Any additional complaints actually made, whether contained on your company's invoices 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. Zabinski 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. Monrue, 491 So.2d 204.

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

Therefore you are hereby notified that my client is revoking acceptance of the vehicle. Please return all funds paid towards the vehicle, cancel all applicable contracts, and compensate my client for the damages sustained to date. This letter also constitutes prior direct written notification of the defects within my client's vehicle and of my client's intent to pursue a claim pursuant to A.R.S. §44-1261 et seq. If you have "final opportunity rights" under A.R.S. §44-1264 (C), and wish to exercise said rights, you are hereby directed to contact this office within fourteen (14) days.

September 7, 2004

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 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/jh
Cc: Glenn Reed

1 Marshall Meyers (028584)
2 KROHN & MOSS, LTD.
3 111 West Monroe, Suite 711
4 Phoenix, AZ 85003
5 (602) 275-3388
6 (866) 385-5215 (facsimile)
7 Attorney for Plaintiff

COPY

SEP 23 2004



MICHAEL K. JAMES, CLERK
J. RIVERA
DEPUTY CLERK

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

Case No. CV2004-018459

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

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 20th day of Sept, 2004.

By: _____

COPY

SEP 23 2004



MICHAEL R. JAMES, CLERK
KIMBERA
DEPUTY CLERK

Case No.: CV2004-018459

vs.

JURY DEMAND

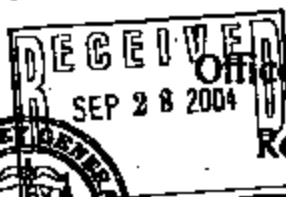
De ferdant.

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

RESPECTFULLY SUBMITTED on this 20 day of SEP, 2001

By:

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



Office of the Attorney General

Request for Arbitration
by the

Florida New Motor Vehicle
Arbitration Board

cc John 10/15

0409-23712 WJF

For Office Use Only

Indicate Date:

Filed (DCS)

09-20-04

Ineligible

Returned

Rejected

Withdrawn

Referred to AG

SEP 21 2004

Approved

SEP 23 2004

AG Case #

2004-0755/FM

Consumer Information

1. Purchaser/Lessee Name(s):

RECEIVED

2. Street Address:

SEP 20 2004

Mailing Address (if different):

DIVISION OF CONSUMER SERVICES
TALLAHASSEE

City: PORT CHARLOTTE

State: FL

Zip Code:

3. Home Phone:

Best Time to Call: Days

Daytime Phone:

For Whom?

Cell Phone:

For Whom?

Fax:

E-Mail:

Selling Dealer, Financing, and Lending Information

4. Dealer Name:

BAY HARBOR FORD

Address:

1908 S. McCALL ROAD

City:

Englewood

State:

Florida

Zip Code:

34223

Lessor, bank, or lending institution to which monthly payments are made:

N/A

Address:

City:

State:

Zip Code:

FD-4078 (03/03)

Relief Requested (Check one only)

5. If successful, I prefer to receive:

☒ A refund

☐ A replacement vehicle

RECEIVED

SEP 20 2004

DIVISION OF CONSUMER SERVICES
TALLAHASSEE

IV. Vehicle Information

6. Vehicle Type Car ☐ Truck ☒ Van ☐ Sport Utility ☐

7. If a truck: 10,000 lbs. or less gross vehicle weight Yes ☒ No ☐

8. Manufacturer: FORD
(GM, Ford, Chrysler, Toyota, etc.)

9. Make: FORD Model: F-350 4X4 Harley Year: 2004
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)

10. Vehicle Identification Number (VIN):

1 F T S W 3 L P 2 4 E

(This is a 17-character identifier usually consisting of letters and numerals that is listed on your vehicle registration.)

11. If a conversion vehicle, give the name of the company who performed the conversion, if known:

(Explorer Vans, Mark III, Sherrod, etc. Attach a copy of the warranty.)

a. Was the conversion work performed prior to your purchase? Yes ☐ No ☐

b. If after your purchase, was the conversion work performed through the dealership as an option, referral or part of the sale? Yes ☐ No ☐

12. Date you took delivery of the vehicle 03/09/2004

Mileage on the odometer on the date of delivery 260 Current mileage: 7642

13. Was the vehicle: Purchased ☒ Leased ☐

In Florida? Yes ☒ No ☐

As (check one): New ☒ Demonstrator ☐ Used ☐

14. If leased, for a term of one year or more? Yes ☐ No ☐

15. Do you still own or possess the vehicle? Yes ☒ No ☐

16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original delivery? Yes ☐ No ☐

a. If yes, complete the following

Original owner's name: _____

State where vehicle was originally purchased: _____

Actual date of delivery to original owner: _____

V. Information Regarding Problem(s) with Vehicle

NOTICE: You must provide proof at the hearing of answers given in this section.

17. List each problem (other than routine maintenance and minor warranty repairs), that was first reported to the authorized service agent (dealer) within 24 months after the date of delivery, and that you claim substantially impairs the use, value or safety of the vehicle. Give the dates of three repair attempts that took place before the date written notification was sent to the manufacturer. If a substantial problem had less than three repairs before notification, list it and the repair date(s). Attach a separate sheet if necessary.

Do not list the same problem twice. Please attach copies of all relevant repair orders.

Problem	Date 1	Date 2	Date 3
1. Engine surges as much as 1000 RPM or stalls - <u>Warning</u>	<u>05/20/04</u>	<u>06/19/04</u>	<u>06/17/04</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the same problem(s)?

Yes ☒ No ☐

If yes, date the manufacturer received notification: 08/31/2004

- a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts?

Yes ☐ No ☐

If yes, date the conversion company received the notification: _____

Attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer and/or conversion company received the notification.

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)?

Yes ☒ No ☐

If yes, on what date(s)? 09/01/2004 - 09/07/2004

If no, explain why: _____

(Attach copies of all relevant work orders.)

20. Does the problem(s) still exist?

Yes ☒ No ☐

If no, explain why: _____

PE84-870 9597

David Courson
Ford F350

Question # 17

The problem is engine will surge as much as 1000 rpm's without warning. The vehicle is also prone to stall when rpm's drop as coming to a signal or stop sign causing a loss of control.

Being that the vehicle stalls I lose all powered controls, steering, brakes. The surging sometimes bucks the truck violently .

21. Was the vehicle out of service for repair of one or more of the problems described in Question 17 for a cumulative total of 30 or more calendar days? Yes ☐ No ☒

If yes, how many days? _____

Did you notify the manufacturer (not the dealer) identified in Question 8 and, if applicable, the conversion company identified in Question 11 in writing after 15 or more days out of service? Yes ☐ No ☐

If yes, date(s) the manufacturer and/or conversion company received notification:

Manufacturer: _____ Conversion Company: _____

If no, explain why: _____

22. Following receipt of the notification, did the manufacturer, conversion company or authorized service agent (the dealer) have the opportunity to inspect or repair the vehicle? Yes ☒ No ☐

If no, explain why: _____

23. Is the problem(s) about which you are complaining the result of an accident, abuse, neglect, modification or alteration by someone other than the manufacturer, conversion company or an authorized service agent (the dealer)? Yes ☐ No ☒

VI. Participation in Certified Manufacturer Program

24. Did you participate in a state-certified manufacturer's informal dispute settlement program? Yes ☐ No ☒

If yes, what was the name of the program? _____
(BBB/AUTOLINE, etc.)

Date the program received your claim: _____

Date of your hearing (if applicable): _____ Mileage: _____

Did that program render a decision? Yes ☐ No ☐

If no, explain why: _____

If yes, were you satisfied with the decision of the program? Yes ☐ No ☐

Date of final decision or action: _____

You must attach copies of: your claim, postal receipt or letter from the program acknowledging receipt, and the decision of the program, if applicable.

IN THE CIRCUIT COURT IN AND FOR
LEE COUNTY, FLORIDA

CASE NO.

[REDACTED]
Plaintiff,

v.

FORD MOTOR COMPANY

Defendant.
_____ /

COMPLAINT

NOW COMES the Plaintiff [REDACTED]

[REDACTED] by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff [REDACTED]

[REDACTED] Plaintiff), is an individual who was at all times relevant hereto residing in the State of Florida.

2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Florida, County of Lee, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including SAM GALLORWAY FORD, INC., ("Seller"). Manufacturer does business in all counties of the State of Florida including Lee County, and maintains offices in the County of Lee, State of Florida.

JURISDICTION

3. This is an action seeking damages in excess of \$15,000, exclusive of attorneys' fees and court costs.

BACKGROUND

4. On or about November 25, 2003, Plaintiff purchased from Seller a 2004 Ford Truck F-Series ("Ford Truck"), manufactured and distributed by Manufacturer, Vehicle Identification No. 1FTSW31P94E [REDACTED] for valuable consideration (See copy of Plaintiff's Buyer's Order, attached hereto as Exhibit "A").

5. The price of the Ford Truck, including registration charges, document fees and sales tax, and including other collateral charges, such as bank and finance charges, totaled at least \$44,730.60.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer through its authorized dealership network, the Ford Truck cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

7. In consideration for the purchase of the Ford Truck, Manufacturer issued and supplied to Plaintiff its written warranty, which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet (See Copy of Warranty Booklet, attached hereto as Exhibit "B").

8. On or about November 25, 2003, Plaintiff took possession of the Ford Truck and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Ford Truck.

9. The defects described below violate Manufacturer's warranty issued to Plaintiff, as well as the implied warranty of merchantability.

10. Plaintiff delivered the Ford Truck to Manufacturer, through its authorized dealership network, on numerous occasions.

11. Plaintiff avers that the Ford Truck has been subject to repair on at least four (4) occasions for the same defect, and that the defect remains uncorrected.

12. Plaintiff brought the Ford Truck to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by overdrive light failing to illuminate, missing at idle, loss of power, white smoking emitting at startup, coolant leaking, running hot, shutting down, stalling, delayed shifting, and poor fuel economy; and
- b. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

13. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Ford Truck.

14. After a reasonable number of attempts to cure the defects in Plaintiff's Ford Truck, Manufacturer was unable and/or has failed to repair the defects, as provided in Manufacturer's warranty.

15. Plaintiff justifiably lost confidence in the Ford Truck's safety and reliability, and said defects have substantially impaired the value of the Ford Truck to Plaintiff.

16. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Ford Truck.

17. As a result of these defects, Plaintiff revoked his acceptance of the Ford Truck in writing.

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

19. Defendant refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

20. The Ford Truck remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect that substantially impairs its use, value and/or safety.

21. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable Ford Truck.

COUNT 1
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

22. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

23. Plaintiff is a purchaser of a consumer product who received the Ford Truck during the duration of a written warranty period applicable to the Ford Truck and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

24. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

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

26. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the Ford Truck was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

27. Plaintiff's purchase of the Ford Truck was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Ford Truck to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Ford Truck in the event that the Ford Truck failed to meet the specifications set forth in Manufacturer's warranty.

28. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Ford Truck to Plaintiff.

29. Said purchase of Plaintiff's Ford Truck was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

30. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

31. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, 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.

32. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

33. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

34. The Ford Truck purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiff herein.

35. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

36. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

37. Pursuant to 15 U.S.C. §2308, Plaintiff's Ford Truck was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Ford Truck was intended.

38. The Ford Truck was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Ford Truck contained in the contracts and labels.

39. The above described defects in the Ford Truck render the Ford Truck unmerchantable and thereby not fit for the ordinary and essential purpose for which the Ford Truck was intended and as represented by Manufacturer.

40. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Ford Truck.

41. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, diminution in value of the vehicle, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY

ALEX D. WEISBERG
KROHN & MOSS, LTD.
ATTORNEYS FOR PLAINTIFF
5975 W. Sunrise Blvd., Suite 215
Sunrise, FL 33313
(954) 792-4336

By: _____

Alex D. Weisberg, Esq.
FBN: 0566551

EXHIBIT A

SUNTRUST**SIMPLE INTEREST RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT WITH BALLOON PAYMENT OPTION**

In this contract the words "you" and "your" mean the Buyer and refer to each person or entity who signs below as Buyer or Co-buyer, jointly and severally. "We" refers to the creditor named below or upon assignment, its assignee, SunTrust Bank.

As to the property described below ("Property") on the terms and conditions set forth in this contract. This contract is for consumer credit purposes unless the following box is checked: ☐ Property use is primarily for business purposes.

Year	Make	Model Name	Model No. or Series	Body Type	Manufacturer Serial No.	Motor Vehicle Identification No.
NEW	2004	FORD TRUCK	F SERIES	CHW CAB	1F1SM31P94E	50

EXTRA EQUIPMENT (check or describe items included) Other:

Automatic Transmission ☐ Leather ☐ AntiLock Brakes ☐ CD ☐ 4-Wheel Drive ☐ Air Conditioning ☐ Stereo ☐

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase contract, including your downpayment of \$12000.00.
4.99 %	\$ 3802.09	\$ 28928.52	\$ 32730.60	\$ 44730.60

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payments	When Payments are Due
60	\$48.51	Monthly, Beginning 01/09/2004
	N/A	

Late Charge: If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 3% of the late payment.

Prepayment: If you pay off your debt early, you may have to pay a penalty and will not be entitled to a refund of any prepaid finance charge.

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

See additional contract terms below and on the reverse side for further information about non-payment, default, any required repayment in full before the scheduled date, repossession, refund and penalties and property interests.

Repossession and Vehicle Disposition Provisions: This provision is part of this contract only if there is a balloon payment set forth in the contract.

1. You may pay off the loan by paying the final balloon payment plus all accrued but unpaid interest and fees.
2. If specifically agreed upon in writing by the Seller, you may refinance the balloon payment.
3. You may return the Property to good working condition (without excessive wear and tear or damage, as defined in paragraph 3(c) below), in a location specified by Seller, assign to Seller title to the Property, and the balloon payment will be forgiven. You are required by federal law to properly certify the mileage on the vehicle at the time you return it to Seller. Failure to certify the mileage or making a false statement may result in fines and/or imprisonment.
- (a) You agree to pay Seller an excess mileage charge of N/A for each mile driven over N/A miles during the originally scheduled term of this contract if you return the Property; and
- (b) You agree to pay for the cost to repair the Property (as estimated by the Seller or its designer) or replace missing or damaged parts, or accessories, and to restore the Property to good working condition. The cost shall include, but not be limited to the following: a. Cost to repair all mechanical defects; b. Replacement cost of any tire which is (1) not part of a matching set of four; (2) less than 1/8 inch of tread remaining at its shallowest point; (3) a snow tire; c. Cost to repair or replace the following: 1) Body-Parts or scratches; 2) Paint-Scratches, chips, rusted areas, unrepaired special paint or identification; 3) Glass-Cracks, scratches, pits, breaks; faulty window mechanisms, broken lights; 4) Interior-High, sagging, tears, or worn-out areas on any interior part of the upholstery; 5) All damage which would be covered by collision or comprehensive insurance, whether or not such insurance is actually in force.
- (c) In addition to any fees or charges imposed above, you agree to pay a return fee of N/A to the Seller if you return the Property.

Optional Credit Insurance: (a) Credit life insurance and credit disability insurance are completely voluntary. You understand that you have the option of obtaining any other policy or policies you may wish or may require for the purpose of covering this loan and the policy must not be purchased from Seller in order to obtain credit. (b) You understand that the credit life coverage may be deducted if, at the time of application, you are unable to engage in employment or unable to perform normal activities of a person of like age and sex, if the credit life insurance policy contains this restriction. (c) You understand that the benefits under the policy will terminate when you reach a certain age and that your age is accurately represented on this contract. Your signature below confirms that you understand the preceding disclosures.

- ☐ You request credit life insurance
☐ You request joint credit life insurance
☐ You request credit disability insurance

ITEMIZATION OF AMOUNT FINANCED:

1. Cash Sale Price (including tax accessories, services and costs of \$ 823 paid to public officials) \$ 40545.52(1)
2. Downpayment
- A. Cash Downpayment \$ N/A
- B. Manufacturer's Rebate \$ 2000.00
- C. Net Trade-In Value \$ 10000.00
- (If negative enter "0" and see 4D below)
- Trade-In is a 2001 FORD EXCURSION
- Your Make Model
- Total Downpayment (A+B+C) \$ 12000.00(2)
3. Unpaid Balance of Cash Price (1-2) \$ 28545.52(3)
4. Other Charges including Amounts Paid to Others on Your Behalf (Seller may retain a portion of these amounts)
- A. Optional Credit Insurance Paid to Insurance Companies
- Life \$ N/A premium
- Disability \$ N/A premium
- Total Credit Insurance Premiums \$ N/A

Buyer Signature
 Buyer Signature
 General Debt Cancellation Coverage: You are not required to obtain a debt cancellation contract to obtain credit, and coverage will not be provided unless you sign for it and agree to pay the additional cost shown in the illustration (to the right). This coverage is not applicable to balloon loans.

Buyer Signature
 Physical damage insurance covering both Buyer's and Seller's interests is required. It is not available through Seller, and you may obtain it from anyone you want who is acceptable to Seller. You acknowledge that liability insurance for bodily injury and for property damage to subject is not included in this contract.

Returned Item Charge: If you have made a payment by check, draft or other loaned your payment is dishonored, you will pay Seller's Bank a fee of \$25 or the highest amount allowed by applicable law.

Prepayment: You have the right to prepay the unpaid principal balance of this contract in full at any time. If you pay off this contract in full within the first six (6) months from the date of this contract, you will pay the Seller a prepayment charge of \$75.

Deferral Fee: If you wish to defer the scheduled due date of all or part of an installment payment, you may be charged a \$15 fee. You will also be required to pay additional finance charges as a result of deferring any payment. This charge is additional to any other charges permitted under Florida law.

NOTICE TO BUYERS: (A) DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES; (B) YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN; KEEP IT TO PROTECT YOUR LEGAL RIGHTS; (C) BY SIGNING THIS CONTRACT AND RECEIVING A LEGIBLE, COMPLETELY FILLED IN COPY OF THIS CONTRACT.

Buyer Name and Date of Birth Name: [REDACTED] Date: 11/25/2003 Title: [REDACTED]		Address [REDACTED] FORT MYERS FL [REDACTED]
Seller Name and Date of Birth Name: [REDACTED] Date: [REDACTED] Title: [REDACTED]		Address [REDACTED] FORT MYERS FL [REDACTED]
By Name: SAN GALLOWAY FORD INC Title: [REDACTED]		Address [REDACTED] FORT MYERS FL [REDACTED]

Notice to Assignor: You are being asked to guarantee this debt. Think carefully before you do. If the borrower does not pay this debt, you will have to be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs which increase this amount. The assignor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

Assignor's Signature and Guarantee: By signing below, you acknowledge having read and agree to the foregoing notice, and promising to pay all sums due and to be legally bound by all terms of this contract with the Buyer. You agree that in the event of non-compliance with any of the terms of this contract, whether or not expectation has been made or undertaken, you may be brought against you and or more Assignor in the jurisdiction stated herein, without waiving any right later to prosecute. You will pay and all demand or notice of non-payment, prepayment or protest and agree that extension or change in

[REDACTED] Address: [REDACTED]

SEE REVERSE SIDE FOR ADDITIONAL PROVISIONS
 BUYER'S COPY

A. Optional Debt Cancellation Coverage	paid to [REDACTED]	\$ [REDACTED]	N/A
C. Optional Debt Cancellation Coverage	paid to [REDACTED]	\$ [REDACTED]	N/A
D. Title Commitment Lien Payoff	paid to [REDACTED]	\$ [REDACTED]	N/A
E. Amounts Paid to Public Officials			
Licenses		\$ 273.00	
Registration		\$ [REDACTED]	
Title		\$ [REDACTED]	
Lien Fee		\$ [REDACTED]	
Documentary Stamp		\$ 101.00	
Motor Vehicle Warranty Fund		\$ 4.00	
Other	TIME/BATTERY	\$ 6.00	
F. Other Charges (Seller must identify who will receive payment and payment purpose)			
To [REDACTED]		\$ [REDACTED]	
To [REDACTED]		\$ [REDACTED]	
To [REDACTED]		\$ [REDACTED]	
Total of Other Charges		\$ 383.00	(4)
1. Prepaid Finance Charges (Seller may retain a portion of these amounts)			
A. Loan Processing Fee		\$ 100.00	
B. Refund Loan Processing Fee		\$ [REDACTED]	
C. Other		\$ [REDACTED]	
Total Prepaid Finance Charges (A+B+C)		\$ 100.00	(5)
2. Principal Amount (2+4+5)		\$ 2,823.00	
3. Amount Financed (6-7)	60	\$ 2,823.00	(7)
4. Payment Schedule	11/25/2003	monthly installments of	\$ 443.71
		beginning [REDACTED] and (if balloon option) a final installment of [REDACTED]	

The Simple Interest Rate is 14.75% per annum

EXHIBIT B

PE84-878 0610



Your satisfaction is our #1 goal. If you have questions or concerns with your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If the inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States:

Ford Motor Company
Customer Relationship Center
16900 Executive Plaza Drive
P.O. Box 3246
Dearborn, MI 48121
1-800-342-3673 (FORD)
TDD for hearing impaired:
1-800-333-5663

In Canada:

Ford Motor Company
of Canada, Limited
Customer Relationship Centre
P.O. Box 2288
Oakville, Ontario L6J 8E4
1-800-544-3873 (FORD)

**In Caribbean, Central America, Israel and
Sub-Saharan Africa:**

Ford Motor Company
Worldwide Direct Market Operations
Attention: Owner Relations
1555 Fairlane Drive
Fairlane Business Park #2
Allen Park, MI 48101
Telephone: (313) 594-4487
Fax: (313) 398-8884
E-mail: wtmccm@ford.com

In Puerto Rico and Virgin Islands:

Ford Motor Company
Caribbean Inc.
P.O. Box 11387
Caparra Heights Station
San Juan, PR 00922-1837
Telephone: (787) 782-5992
Fax: (787) 781-8875
E-mail: pcvcc@ford.com

In Middle East & North Africa:

Ford Middle East & North Africa
Customer Relationship Center
AP1 World Tower 17th Floor
Sheikh Zayed Road
Dubai, United Arab Emirates
Telephone: 071-4-3337200
Fax: 071-4-3337200
E-mail: emnac@ford.com

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Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-382-3673.

If you own or lease a 2004-model E-350 Livery Van equipped with the Livery Service Package, refer to the Addendum Card that was given to you when you took delivery of your truck for further explanation of amendments to the New Vehicle Limited Warranty.

This booklet explains in detail the warranty coverages that apply to your 2004-model car or light truck. If you bought a previously owned 2004-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the Emissions Defect Warranties and Emissions Performance Warranties which cover your emissions control systems, and Noise Emissions Warranty which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 11-24).

Ford Motor Vehicle Assurance Company (a subsidiary of Ford Motor Company, The American Road, Dearborn, MI 48121) provides the New Vehicle Limited Warranty (pages 4-7), except that Ford Motor Company provides the New Vehicle Limited Warranty in Alaska, Illinois, Louisiana, Minnesota, Montana, New Hampshire, New Jersey, New York, South Dakota, Vermont, Virginia, Washington, West Virginia, Wisconsin. This list is accurate as of the publishing date of this guide. If you are interested in verifying the warranty provider for your vehicle, please call the Customer Relationship Center at 1-800-382-3673. Where it is the warranty provider, Ford Motor Vehicle Assurance Company will use Ford Motor Company as its agent. The warranty coverage you receive and your dealer's handling of any warranty-covered repair will be the same regardless of the warranty provider.



IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the Dispute Settlement Board. The Board is a panel of impartial individuals who resolve disputes. For details, see Dispute Settlement Board, page 26 or call 1-800-428-3718.

KNOW WHEN YOUR WARRANTY BEGINS

Your Warranty Start Date is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an Owner's Guide and a Scheduled Maintenance Guide which indicate the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your Scheduled Maintenance Guide.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for covered warranty repairs made during the warranty periods for Bumper to Bumper, Safety Restraint, Corrosion, or Emissions Coverage.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 (FORD) to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The New Vehicle Limited Warranty and the Emissions Warranties described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Worldwide Direct Marketing Operations Military Sales Program; or
- It was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

YOUR NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. The New Vehicle Limited Warranty is the only express warranty applicable to your vehicle. Neither Ford or Ford Motor Vehicle Assurance Company assumes nor authorizes anyone to assume for it any other obligation or liability in connection with your vehicle or this warranty.

Ford, Ford Motor Vehicle Assurance Company and your dealer are not responsible for any time that you lose, for any inconvenience you might be caused, for the loss of your transportation, or for any other incidental or consequential damages you may have.

You may have some implied warranties. For example, you may have:

- an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold); or
- an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes).

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

Some states do not allow Ford or Ford Motor Vehicle Assurance Company to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the **NEW VEHICLE LIMITED WARRANTY** also applies to the **EMIS-IONS WARRANTIES** described on pages 24-25.

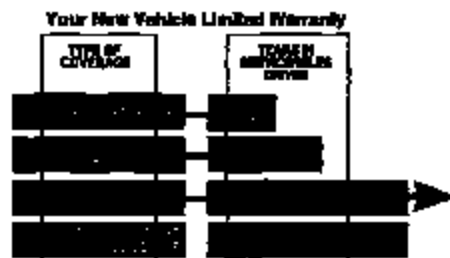
NOTE: If you are an eligible U.S. owner and have a warranty concern unresolved by your dealer, you may use the services of the Dispute Settlement Board (see page 26).

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company or Ford Motor Vehicle Assurance Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ⇒ What is Covered? (pages 5-7)
- ⇒ What is Not Covered? (pages 7-9)

WHAT IS COVERED?

The New Vehicle Limited Warranty coverage is provided by Ford Motor Company or Ford Motor Vehicle Assurance Company, a subsidiary of Ford Motor Company. These coverages include Bumper to Bumper coverage, Safety Restraint coverage, Corrosion coverage, and 6.0L/7.3L Power Stroke® Diesel Engine coverage.

Bumper To Bumper Coverage

Under your New Vehicle Limited Warranty, Bumper to Bumper Coverage begins at the warranty start date and lasts for three years or 36,000 miles, whichever occurs first. During this coverage period, authorized Ford Motor Company dealers will repair, replace, or adjust all parts on your vehicle that are defective in factory-supplied materials or workmanship. Items or

conditions that are not covered by the New Vehicle Limited Warranty are described on pages 7-8.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for tire repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The tire manufacturer also provides you with a separate tire warranty that may extend beyond the Bumper to Bumper Coverage period. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle.

During the Bumper to Bumper Coverage period, your authorized Ford Motor Company dealer has the desire to ensure your complete satisfaction at no out-of-pocket cost to you. In addition, you have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center during the Ford Bumper to Bumper Coverage period for a covered repair (replacement or adjustment), you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration.

When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Safety Restraint Coverage

Under your New Vehicle Limited Warranty, Safety Restraint Coverage begins at the warranty start date and lasts for five years or 50,000 miles, whichever occurs first.

During this coverage period, Ford Motor Company or Ford Motor Vehicle Assistance Company warrants your vehicle's safety belts and air bag Supplemental Restraint System (SRS) against defects in factory-supplied materials or workmanship.

Corrosion Coverage

Under your New Vehicle Limited Warranty, Corrosion Coverage begins at the warranty start date and covers body sheet metal panels against corrosion due to a defect in factory-supplied materials or workmanship. Corrosion coverage (which lasts for 5 years, regardless of miles driven) only applies if the corrosion causes perforation (holes) in body sheet metal panels.

If corrosion does not cause perforation (holes), and is not the result of usage and/or environmental conditions, paint damage is covered under the terms of the Bumper to Bumper Warranty (3 years or 36,000 miles, whichever occurs first).

For damage caused by airborne material (environmental fallout) - where there is no factory-related defect involved and therefore no warranty - our policy is to cover paint damage due to airborne material for 12 months or 12,000 miles, whichever occurs first.

6.0L/7.3L PowerStroke® Diesel Engine Coverage

The New Vehicle Limited Warranty covers certain direct injection diesel engine components against defects in factory-supplied materials or workmanship for five years after the warranty start date or 100,000 miles, whichever occurs first.

After the end of the Bumper to Bumper Coverage period (three years or 36,000 miles, whichever occurs first), you must pay a \$100 deductible for each repair visit.

Ford Motor Company or Ford Motor Vehicle Assurance Company covers these components: cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines and fuel tank), high pressure lines, gaskets and seals, glow plugs, turbocharger, powertrain control module, electronic driver unit, injectors, injection pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties, with no deductible. For more information, see pages 11-24.

WHAT IS NOT COVERED?

Damage Caused By:

- accidents, collisions or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such as driving over curbs, overloading, racing or using the vehicle as a stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a "certified" emissions part) or any part (Ford or non-Ford) designed for "off-road use only" installed after the vehicle leaves the control of Ford Motor Company, if the non-Ford part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorms, lightning, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 13 months in service, regardless of miles driven, even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Scheduled Maintenance Guide. Some examples of maintenance and normal wear are:

- | | |
|----------------------------------|-----------------------------|
| • oil changes | • clutch linings |
| • oils, lubricants, other fluids | • wiper blades |
| • oil/air filters | • wheel alignments and tire |
| • tire rotation | balancing |
| • cleaning/polishing | • brake pad/lining |

Some maintenance and wear items have limited coverage, as follows:

- wiper blade replacements are not covered beyond 12 months in service, regardless of miles driven
- wheel alignments and tire balancing (unless required by a warranty repair) are not covered
- beyond 12 months or 12,000 miles, whichever occurs first
- Brake pad/lining replacements are not covered beyond 12 months or 18,000 miles, whichever occurs first

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn-out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as curbs, potholes, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair
- tire vibration or ride harshness and uneven or rapid tire wear. However, limited coverage for these conditions will be provided for the first 12 months in service or 12,000 miles, whichever occurs first, even though caused by maintenance and wear items such as wheel alignment or tire balancing.

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a "total loss" by an insurance company; this will void the New Vehicle Limited Warranty
- any Ford or Mercury vehicles (except Excursion modified by a Qualified Vehicle Modifier using the XLV package with a 6.8L engine and 4:30 axle (XC3) that are converted to businesses. This will void the New Vehicle Limited Warranty. See additional information about authorized Excursion modification on page 28
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 28)

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program Ford will cover:

- towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- flat tire change
- fuel delivery
- jump starts
- lock-out assistance

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty, but the Program's time period runs concurrently with Bumper to Bumper Warranty Coverage (three years or 36,000 miles, whichever occurs first). If you need towing after Bumper to Bumper Coverage has ended, Ford can arrange roadside assistance and charge your credit card unless the problem is covered by another Ford warranty. Ford will pay the tow charge under the other warranty.

For emergency roadside assistance, call 1-800-341-3473 (FORD), 24 hours a day, 365 days a year.

For daily rental units that must be towed because a covered part has failed during the Bumper to Bumper Warranty period, Ford will cover towing to the nearest Ford Motor Company dealership.

Excursion Limousine Limited Warranty

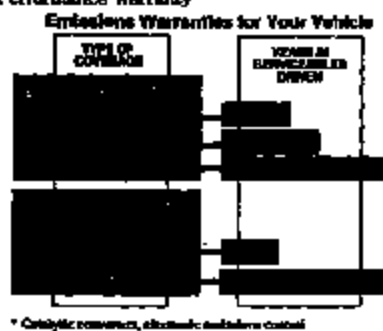
If you have purchased or leased a 2004-Model Ford Excursion Truck equipped with the 800A Limousine Builder's Package converted into a limousine or professional funeral car by a qualified vehicle modifier, your Ford Excursion is eligible for the Ford Excursion Truck Limousine Limited Warranty Coverage for three years or 100,000 miles (whichever occurs first) on certain major components. This coverage begins on the Warranty Start Date and is in addition to the New Vehicle Limited Warranty. Refer to the warranty Addendum Card that was given to you when you took delivery of your 2004-model Ford Excursion Truck Limousine for details of the Ford Excursion Limousine Limited Warranty.

See page 28 for additional details about the 800A Limousine Builder's Package.

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defect Warranty
- Emissions Performance Warranty



For full details on emissions control coverage, see:

- Emissions Defect Warranty (page 12)
- Emissions Performance Warranty (pages 12-13)
- What is Covered? (pages 13-14)
- What is Not Covered? (page 14)

IN THE SUPERIOR COURT
MADISON COUNTY, INDIANA

FILED
JUN - 1 A 10 09
KATHY STONE-WRIGHT
CLERK
MADISON CO SUPERIOR COURT
ANDERSON INDIANA
No. 48D02-04000549

[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY.,

Defendant.

COMPLAINT

NOW COME the Plaintiffs [REDACTED] by and through
Plaintiffs' attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Defendant,
FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiffs [REDACTED] ("Plaintiffs"), are
individuals who were at all times relevant hereto residing in the State of Indiana.
2. Defendant, FORD MOTOR COMPANY. ("Manufacturer"), is a foreign
corporation authorized to do business in the State of Indiana and is engaged in the manufacture,
sale, and distribution of motor vehicles and related equipment and services. Manufacturer is also
in the business of marketing, supplying and selling written warranties to the public at large
through a system of authorized dealerships, including McCracklin Ford Sales ("Seller").
Manufacturer does business in all counties of the State of Indiana.

BACKGROUND

3. On or about February 27, 2003, Plaintiffs purchased from Seller a 2003 Ford
F350 ("F350"), manufactured by Manufacturer, Vehicle Identification No.

1FTWW33P73E [REDACTED] for valuable consideration (A copy of Plaintiff's purchase contract is attached hereto and marked as Exhibit "A").

4. The price of the F350, excluding registration charges, document fees, sales tax, and other collateral charges, such as bank and finance charges, totaled more than \$42,629.42.

5. In consideration for the purchase of the F350, Manufacturer issued and supplied to Plaintiffs several written warranties, including a three (3) year or thirty-six thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's Warranty booklet.

6. Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the subject vehicle, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.

7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.

8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.

9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into a sales and service agreement with Manufacturer that is reduced to a writing.

10. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiffs herein, with Manufacturer's written warranty described above at the time of sale.

11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the subject vehicle herein, and makes the accompanying promise to repair in consideration for the sale of the vehicle.

12. Manufacturer issues and supplies to consumers, including Plaintiffs herein, its written warranty described above as an inducement for the sale of the subject vehicle.

13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiffs' purchase of the subject vehicle that is not reflected on Plaintiffs' purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.

14. The retail price of the subject vehicle is determined by Manufacturer and not Seller.

15. On or about February 27, 2003, Plaintiff took possession of the F350 and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the F350.

16. The defects described below violate the express written warranties issued to Plaintiffs by Manufacturer, as well as the implied warranty of merchantability.

17. Plaintiffs brought the F350 to Seller and/or other authorized service dealers of Manufacturer for various defects, including but not limited to the following:

- a. Defective engine as evidenced high idle, stalling, vibration near the front end, lack of power, high oil consumption, and poor gas mileage;
- b. Defective steering and/or suspension as evidenced by excessive tire wear;
- c. Defective airbag as evidenced by illumination of the airbag light; and
- d. Any other problems identified on the repair receipts of Defendant's authorized dealers.

18. Plaintiffs provided Manufacturer through Seller and/or other authorized dealers of Manufacturer sufficient opportunities to repair the F350.

19. Manufacturer through its authorized dealers was unable and/or failed to repair the F350 within a reasonable number of attempts.

20. Plaintiffs justifiably lost confidence in the F350's reliability and said defects have substantially impaired the value of the F350 to Plaintiffs.

21. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the F350.

22. As a result of these defects, Plaintiffs revoked acceptance of the F350 in writing on May 14, 2004 (A copy of said letter is attached hereto and marked as Exhibit "B").

23. At the time of revocation, the F350 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

24. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

25. The F350 remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

26. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its express and implied warranties.

27. Plaintiffs did not submit to Manufacturer's informal dispute procedure prior to filing this Complaint as Manufacturer's informal dispute mechanism is not certified by the Indiana Attorney General (A copy of said letter is attached hereto and marked as "C").

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

28. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

29. Plaintiffs are purchasers of a consumer product who received the F350 during the duration of a written warranty period applicable to the F350 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

30. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

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

32. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the F350 was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

33. Plaintiffs' purchase of the F350 was accompanied by written factory warranties for any non-conformities or defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the F350 to repair the F350 or take other remedial action free of charge to Plaintiffs with respect to the F350 in the event that the F350 failed to meet the specifications set forth in said undertaking.

34. Said warranties were the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the F350 to Plaintiffs.

35. Said purchase of Plaintiffs' F350 was induced by, and Plaintiffs relied upon, these written warranties.

36. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in the written warranties.

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

38. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

39. The F350 purchased by Plaintiffs were subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended consumer, Plaintiffs herein.

40. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

41. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a

contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

42. Pursuant to 15 U.S.C. § 2308, Plaintiffs' F350 was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the F350 was intended.

43. The F350 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

44. The above described defects in the F350 render the F350 unfit for the ordinary and essential purpose for which the F350 was intended.

45. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have suffered and continues to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT III
REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)
OF THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

46. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

47. Manufacturer's tender of the F350 was substantially impaired to Plaintiffs.

48. Manufacturer's tender of the F350, which was substantially impaired to Plaintiffs,

constitutes a violation of 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT IV
INDIANA MOTOR VEHICLE PROTECTION ACT

49. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

50. Plaintiffs have presented the F350 to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (4) or more times for the same defects and/or non-conformities, and those defects and/or non-conformities continue to exist.

51. Plaintiffs have presented the F350 to Seller and/or other authorized service dealers of Manufacturer within the term of protection and Manufacturer failed to repair the abovementioned defects and non-conformities in the F350 within thirty (30) business days.

52. Pursuant to the Act, the F350 does not conform to the express warranties issued to Plaintiffs by Manufacturer.

53. Pursuant to the Act, Plaintiffs are entitled to a refund of the full price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

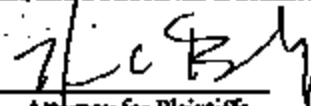
WHEREFORE, Plaintiffs, [REDACTED] pray for judgment against Manufacturer as follows:

- a. Return of the F350's purchase price and all incidental and consequential damages incurred by Plaintiffs;
- b. Return of all finance charges incurred by Plaintiffs for the F350;
- c. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiffs, and;
- d. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

- * Plaintiffs demand trial by jury on all issues in this action.

Respectfully Submitted,
MARK and STEFANIE ECKERT

By: 
Attorney for Plaintiffs

Harry C. Bradley
KROHN & MOSS, LTD.
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 24103-49

EXHIBIT A

001



LEARNING OBJECTIVES

SALES
PHONE 354-1281
C/O M. W. & J.
HARRINGTON



155-151-2291

FAX 765-354-6604

The above and back of this Order comprises the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase shall be binding on either party.

DATE: 02/27/2003

HOUSE

MIENST

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

Abstract

PURCHASE

PURCHASE

NAME _____

START

CITY & STATE ANDERSON IN

UNCLASSIFIED

FOR THE AUTHOR: Send to: Mary Ann Liebert, Inc., 140 Spring Street, 8th Floor, New York, NY 10012-3079

BUS. PHONE

RES. PHC

FE04-070 0635

EXHIBIT B

Krohn & Moss, Ltd.

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Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 230
Writer's Direct Facsimile
(366) 289-6141
Writer's Direct E-Mail
jsharkin@krohnandmoss.com
/ Licensed to Practice in Indiana

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

May 14, 2004

Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48124

RE: [REDACTED] v. Ford Motor Company

Our Client: [REDACTED]
Vehicle: 2003 Ford F350
Date of Delivery: February 27, 2003
VIN: 1FTWW33P73E [REDACTED]
Our File No.: H04009816S

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against Ford Motor Company pursuant to the Federal Magnuson-Moss Warranty Act and/or Indiana Lemon Law 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 REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENTS 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.

There were numerous non-conformities with my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of

FE04-076 0837

May 14, 2004

of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Defective engine as evidenced by high idle, stalling, hesitation, vibration, lacking power, high oil consumption, poor gas mileage, and smoking;
2. Defective steering and/or suspension as evidenced by excessive tire wear;
3. Defective air bag as evidenced by the illumination of the air bag light;
4. Defective 4WD; and
5. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my clients have had enough! Because of the inordinate amount of repairs within the applicable warranty period, my clients have justifiably lost confidence in the vehicle.

In addition to the above, the subject vehicle has been out of service a total of approximately forty-two (42) business days. Pursuant to section 15 (a) of the Indiana Motor Vehicle Protection Act, liability is presumed if the subject vehicle has been out of service by reason of any non-conformity for a period in excess of thirty (30) business days. As such, liability seems to be a foregone conclusion in this case.

Furthermore, the Shaken Faith doctrine under the U.C.C. states:

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. Zakaria Chevrolet, Inc. v. [REDACTED]

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers 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. [REDACTED]

My clients' repair history clearly shows there was a breach of the 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." [REDACTED] v. Chevrolet Motor Division, 581 P.2d 603, 608.

May 14, 2004

Therefore, you are hereby notified that my clients are revoking their acceptance of the vehicle. They have directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for their damages.

Please be advised that under U.C.C. '2-711(3) my clients have 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 clients 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 clients need 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 Indiana 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 clients have 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 clients by your failure.

To avoid any further litigation, my clients merely request a refund for the defective product and will waive any incidental and consequential damages at this point. 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. Think of the time, money and effort both sides would save 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 this matter has not been resolved within that time, we will file a formal claim.

Sincerely,

John D. Barker
Attorney at Law

JDB/dt
cc: Mark & Stefanie Eckert

EXHIBIT C

STATE OF INDIANA
ATTORNEY GENERAL
STEVE CARTER

May 13, 2004

[REDACTED]
Chicago, IL [REDACTED]

RE: Indiana Lemon Law Certified Dispute Resolution Programs

Dear [REDACTED]

The informal dispute programs certified by this office, pursuant to Indiana Code §24-5-13-19, are:

General Motors,
Volkswagen of America, and
Mitsubishi Motors of America.

If I can provide additional information, feel free to call me at (317) 233-3973.

Sincerely,

Mary Ann Wehmuehler

Mary Ann Wehmuehler
Deputy Attorney General

maw:13287-3



DIVISION OF CONSUMER PROTECTION
INDIANA GOVERNMENT CENTER SOUTH FIFTH FLOOR
302 WEST WASHINGTON STREET • INDIANAPOLIS, IN 46204-2770
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