

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

IN THE CIRCUIT COURT IN AND FOR
SUWANNEE COUNTY, FLORIDA

CASE NO.

6120 04CA.000 171 0001XX

[REDACTED]
Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

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SUPERIOR COURT
CLERK'S OFFICE

COMPLAINT

NOW COME the Plaintiffs [REDACTED] by and through their attorneys, KROHN & MOSS, LTD., and for their complaint against Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs [REDACTED] ("Plaintiffs") are individuals who were 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 Suwannee, 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 GBNE LEWIS FORD, INC. ("Seller"). Manufacturer does business in all counties of the State of

Florida including Suwannee County and, on information and belief, maintains offices in or near the County of Suwannee, 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 January 27, 2003, Plaintiff purchased from Seller a 2003 Ford F250 ("F250") manufactured and distributed by Manufacturer, Vehicle Identification No. 1FTNW21P43E [REDACTED] for valuable consideration (See copy of Plaintiff's Purchase Contract, attached hereto as Exhibit "A").

5. The price of the F250, including registration charges, document fees and sales tax, but including other collateral charges, such as bank and finance charges, totaled at least \$38,447.76.

6. Plaintiff aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the F250 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 F250, 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 January 27, 2003, Plaintiff took possession of the F250 and shortly thereafter experienced the various defects listed below that substantially impair the use, value

and/or safety of the F250.

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

10. Plaintiffs delivered the F250 to Manufacturer, through its authorized dealership network, on numerous occasions.

11. Plaintiffs aver that the F250 has been subject to repair on at least six (6) occasions for the same defects, and that those defects remain uncorrected.

12. Plaintiffs brought the F250 to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by Manufacturer's campaign 03B05, low power, popping noise under hood, stalling, failing to start, hard starting, exhaust leaking, exhaust fumes collecting in truck, hissing sound on acceleration, and lack of power;
- b. Defective electrical system as evidenced by horn activating independently and doors failing to unlock through key fob;
- c. Defective steering/suspension;
- d. Defective transmission;
- e. Defective climate control system; and
- f. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

13. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the F250.

14. After a reasonable number of attempts to cure the defects in Plaintiffs' F250, Manufacturer was unable and/or has failed to repair the defects, as provided in Manufacturer's warranty.

15. Plaintiffs justifiably lost confidence in the F250's safety and reliability, and said defects have substantially impaired the value of the F250 to Plaintiffs.

16. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the F250.

17. As a result of the defects, Plaintiffs revoked their acceptance of the F250 in writing.

18. At the time of revocation, the F250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

19. Defendant refused Plaintiffs' demands for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

20. The F250 remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects that substantially impair its use, value or safety.

21. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiffs with a merchantable F250.

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

22. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

23. Plaintiffs are purchasers of a consumer product who received the F250 during the duration of a written warranty period applicable to the F250 and who are 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 Plaintiffs.

25. Seller is an authorized dealership/agent of Manufacturer designed 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 Plaintiffs' Complaint in that the F250 was manufactured, sold and leased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

27. Plaintiffs' purchase of the F250 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 F250 to repair or replace defective parts, or take other remedial action free of charge to Plaintiffs with respect to the F250 in the event that the F250 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 Plaintiffs and Manufacturer for the purchase of the F250 to Plaintiffs.

29. Said purchase of Plaintiffs' F250 was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

30. Plaintiffs have met all of their obligations and preconditions provided in Manufacturer's written warranty, including submitting their claim to the Dispute Settlement Board.

31. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and, in accordance with 15 U.S.C.

maintenance or repair of a motor vehicle.

37. Pursuant to 15 U.S.C. §2308, Plaintiffs' F250 was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the F250 was intended.

38. The F250 was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the F250 contained in the contracts and labels.

39. The above described defects in the F250 render the F250 unmarketable, and thereby not fit for the ordinary and essential purpose for which the F250 was intended and as represented by Manufacturer.

40. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the F250.

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

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

PLAINTIFF DEMANDS A TRIAL BY JURY

ALEX WEISBERG
KROFF MOSS, LTD.
ATTORNEYS FOR PLAINTIFF

5975 V sunrise Blvd., - 215
Sunris 33313
5975 V sunrise Blvd., - 215
Sunris 33313
(954) 336

By: D. Weisbe
4:0566551

EXHIBIT A

PE04-870 0648

INFLUENCER SAMPLE

Date and Origin:

ST. PETERSBURG, FLA.

Title, Bill of Sale and
Credit Price if applicable
and back of this cardMileage or Date
of Purchase

ITEM SP

Trade-in:

1. Cash Price

2. Down Payment

Third Party Re-

Cash Down Re-

Deferred Down

Trade-in (desc.)

Total Down Pt.

3. Unpaid Balance

4. Amounts paid to

To Auto Omc

(B) for license

(B) for filing

(B) for license

To Insurance Co.

Vehicle 1:

Credit Li:

Credit Dr:

To:

To:

To:

To:

Total:

E. Amount Financ:

INFLUENCER SAMPLE

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate

6.77 %

Payment Schedule

For payment date

and

EXHIBIT B

PB4-870 0851



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
1000 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121
1-800-393-3972 (FORD)
TDD for hearing impaired:
1-800-333-4963

In Canada:

Ford Motor Company
Customer Relationship Centre
of Canada, Limited
P.O. Box 3900
Oakville, Ontario L6J 5E4
1-800-548-3972 (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 #3
Allen Park, MI 48101
Telephone: (313) 594-4267
Fax: (313) 590-0841
E-mail: wdmoc@ford.com

In Puerto Rico and Virgin Islands:

Ford Motor Company
Caribbean Inc.
P.O. Box 11987
Caparra Heights Station
San Juan, PR 00912-1987
Telephone: (787) 782-5863
Fax: (787) 781-8975
E-mail: prdmoc@ford.com

In Middle East & North Africa:

Ford Middle East & North Africa
Customer Relationship Center
AFI World Tower 17th Floor
Sheikh Zayed Road
Dubai, United Arab Emirates
Telephone: 971-4-3336094
Fax: 971-4-3317339
E-Mail: menaca@ford.com

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1. Introduction

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 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 1-800-392-3673.

If you own or lease a 2003-model Electric Ranger, you must return to a Ford Certified Electric Vehicle Dealer for warranty repairs. Refer to the Addendum Card that was given to you when you took delivery of your Electric Ranger for further explanation of the New Vehicle Limited Warranty and the Roadside Assistance Program applicable to your vehicle.

This booklet explains in detail the warranty coverages that apply to your 2003-model car or light truck. If you bought a previously owned 2003-model vehicle, you are eligible for any remaining warranty coverages. Ford Motor Company provides the Endless Defect Warranties and Endless Performance Warranties which cover your emissions control systems, and Noise Endlessone 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 1-800-392-3673. 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.

2. Important Information you should know

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 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 1-800-892-3673 (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.

3. The new vehicle limited warranty for your 2003-model vehicle

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 agree 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 EMISSIONS WARRANTIES described on pages 11-24.

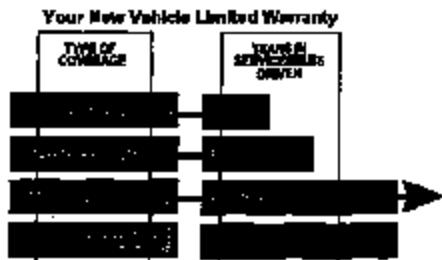
NOTE: If you are an eligible U.S. owner and have a warranty concern unresolved by your dealer, you may use the services of the Dispute Settlement Board (see page 26).

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 7.3L PowerStroke® 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 7-9.

Two separate warranties apply to tires on your new vehicle. The new Vehicle Limited Warranty provides no-cost coverage for the repairs, replacements, or adjustments due to defects in factory-supplied materials or workmanship during the Bumper to Bumper Coverage period. The manufacturer also provides you with a separate 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.

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 Assurance 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.

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CONSUMER AFFAIRS SECTION

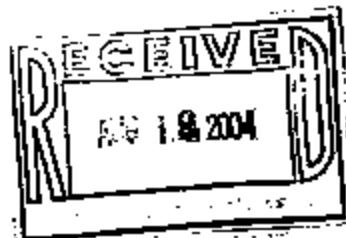
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Also practicing in:
Arizona
California
Florida
Illinois
Indiana
Missouri
Ohio
Wisconsin

August 9, 2004

Ford Motor Company
PMC Consumer Affairs
16800 Executive Plaza Drive
P.O. Box 6248
Dearborn, MI 48121

RE: [REDACTED] v. Ford Motor Company
Our Client: [REDACTED]
Vehicle: 2004 Ford F-350
VIN: 1FTWW33P84E [REDACTED]



To Whom It May Concern:

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

Having been formally notified of our representation, 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.

Paruant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

August 9, 2004

1. Engine Defect;
2. Stalling Defect;
3. Electrical Defect; and
4. Failure to properly diagnose and repair defects.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, 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. Zabriskie Chevrolet, Inc. [REDACTED] 40 A.2d 195.

Concerning the amount of grief a person must endure, 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 repeated good faith efforts to fix the car. [REDACTED] 191 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

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. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

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

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

COPY

[REDACTED]
Plaintiff
vs.
FORD MOTOR COMPANY,
Defendant.

Civil Action No.

2004

858860

COBB COUNTY GA
FILED IN OFFICE

JURY TRIAL DEMANDED

Sgt. Gandy
COURT CLERK

COMPLAINT

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

STATEMENT OF JURISDICTION AND VENUE

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

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

- a. Manufacturer does business in each county in Georgia as it injects its vehicles into the stream of commerce in each county by way of distributing its vehicles to authorized dealers/agents located within each county.
- b. Manufacturer advertises its vehicles for sale through a nationwide marketing program that is intended to reach consumers located within each county of Georgia.
- c. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of the State of Georgia including the county wherein this lawsuit was filed.
- d. Manufacturer's authorized dealers are sales and servicing agents for Manufacturer. As such, Manufacturer by and through its sales and servicing agents maintain places of business in numerous counties of the State of Georgia including the county wherein this lawsuit was filed. As the principal for its sales and servicing agents ("authorized dealers"), Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer. Finally, Manufacturer supervises each and every authorized dealer through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Georgia.

STATEMENT OF FACTS

5. On or about February 27, 2004, Plaintiff purchased a 2004 Ford F350 from Reynolds

Ford Lincoln Mercury (VIN # IFTWW33P84E [REDACTED] (hereafter "Vehicle") for valuable consideration.

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

7. The price of the vehicle, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than \$41,270.00.

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

9. Plaintiff took possession of the vehicle on February 27, 2004.

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

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

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

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

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

COUNT I
BREACH OF WRITTEN WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

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

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

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

25. Plaintiff's vehicle was manufactured, sold and purchased after July 4, 1973, and costs in excess of ten dollars (\$10.00).

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

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

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

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

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

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

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

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

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

WHEREFORE, Plaintiff prays that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiff be awarded damages to which he is entitled under the Magnuson-Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:
 - (i) Diminished value pursuant to O.C.G.A. § 11-2-714,
 - (ii) loss of use;
 - (iii) lost wages;
 - (iv) aggravation and inconvenience damages;
 - (v) Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and the Magnuson-Moss Warranty Act;
 - (vi) any other incidental and consequential damages;
 - (vii) Reasonable attorneys' fees and costs; and
 - (viii) such other and further relief as the Court deems right and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Plaintiff prays that:

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

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

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

Submitted this 23 day of September 2004.


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

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

**IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA**

COPY

Plaintiffs:
v.
FORD MOTOR COMPANY,
Defendant.

Civil Action No. 2004A 5528-4

JURY TRIAL DEMAND

10/24/2004
FILED 10/24/2004
CLERK OF COURT

COMPLAINT

COMES NOW, [REDACTED] Plaintiffs in the above-entitled action, and
through their undersigned attorneys, and hereby files this, their Complaint against Defendant, FORD
MOTOR COMPANY, and shows this honorable Court as follows:

STATEMENT OF JURISDICTION AND VENUE

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

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

- a. Manufacturer does business in each county in Georgia as it injects its vehicles into the stream of commerce in each county by way of distributing its vehicles to authorized dealers/agents located within each county.
- b. Manufacturer advertises its vehicles for sale through a nationwide marketing program that is intended to reach consumers located within each county of Georgia.
- c. Manufacturer enters into sales and servicing agreements with its authorized dealers that are located in numerous counties of the State of Georgia including the county wherein this lawsuit was filed.
- d. Manufacturer's authorized dealers are sales and servicing agents for Manufacturer. As such, Manufacturer by and through its sales and servicing agents maintain places of business in numerous counties of the State of Georgia including the county wherein this lawsuit was filed. As the principal for its sales and servicing agents ("authorized dealers"), Manufacturer requires its authorized dealers to display Manufacturer's logo on each authorized dealer's sign outside the dealer. Manufacturer requires its authorized dealers to seek authorization for performing repairs as covered by Manufacturer's warranty. Manufacturer reimburses its authorized dealers for repairs covered by Manufacturer's warranty. Manufacturer requires its authorized dealers to provide its customers with Manufacturer's written warranty when a new vehicle is sold by Manufacturer's authorized dealer. Finally, Manufacturer supervises each and every authorized dealer (through a system of zone offices that is set up to monitor dealerships located within each respective county of the State of Georgia.

STATEMENT OF FACTS

5. On or about September 13, 2003, Plaintiff purchased a 2003 Ford F-250 from Courtesy Ford

(VIN # 1FTNW21P93E [REDACTED] (hereafter "Vehicle") for valuable consideration.

6. Plaintiffs' vehicle is manufactured and distributed by Manufacturer for valuable consideration.
7. The price of the vehicle, including registration charges, document fees and sales tax, but excluding other collateral charges, such as bank and finance charges, totaled more than \$50,737.00.
8. In consideration for the purchase of the Vehicle, Manufacturer issued and provided Plaintiff's a written warranty, including three year (3) or thirty-six thousand (36,000) mile bumper-to-bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet.
9. Plaintiffs took possession of the vehicle on September 13, 2003.
10. Shortly after taking possession of the vehicle, Plaintiffs experienced various defects, including, but not limited to, the following: (a) Stalling; (b) Trim; (c) Vibration; (d) Suspension; (e) Engine; (f) Failure to diagnose and repair defects.
11. Those defects violate the Manufacturer's warranty and the implied warranty of merchantability.
12. Plaintiffs afforded the Dealer a reasonable number of attempts to cure the defects.
13. The defects in Plaintiffs' vehicle remain uncorrected.
14. As a result of the numerous repair attempts and Defendant's inability to repair the vehicle, Plaintiffs justifiably lost confidence in the vehicle's safety and reliability.
15. The value of the vehicle has been substantially impaired to Plaintiffs.
16. The defects were not and could not have been reasonably discovered by Plaintiff prior to their purchase of the vehicle.
17. As a result of the defects and Defendant's inability to cure, Plaintiffs revoked acceptance of

the vehicle pursuant to The Magnuson-Moss Warranty Act and Georgia Statutory law.

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

19. Defendant refused Plaintiffs' demand for revocation and the corresponding remedies to which Plaintiffs are entitled under the law.

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

COUNT I
BREACH OF WRITTEN WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

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

22. Plaintiffs are consumers, as contemplated by the Magnuson-Moss Warranty Act.

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

24. Plaintiffs are entitled by the terms of the written warranty provided to them by Manufacturer/Dealer to enforce the obligations of said warranty.

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

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

27. The written warranty was the basis of the bargain with respect to the contract for sale

executed and entered into between Plaintiffs and Defendant.

28. The purchase of Plaintiffs' vehicle was induced by the written warranty, upon which Plaintiffs relied.

29. Plaintiffs have honored their obligations under the warranty.

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

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

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

33. Plaintiffs request attorney's fees and show that they are entitled to fees and costs pursuant to the fee-shifting provision of the Magnuson Moss Warranty Act.

WHEREFORE, Plaintiffs pray that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiffs be awarded damages to which they are entitled under the Magnuson Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:
 - a. loss of use;
 - b. lost wages;
 - c. aggravation and inconvenience damages;

- d. Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
- e. any other incidental and consequential damages;
- f. Plaintiff be awarded reasonable attorneys' fees and costs; and
- e. Plaintiff be awarded such other and further relief as the Court deems right and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY

(Pursuant to the Magnuson-Moss Warranty Act)

34. Paragraphs 1 through 33, above, are re-alleged and hereby incorporated by reference as fully set forth herein, verbatim.
35. The vehicle purchased by Plaintiff is subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7), and OCGA Section 11-2-314(2)(c).
36. Defendant contracts to sell goods. Defendant sells vehicles to purchasers, order component parts, and/or assemble them into final products. They are merchants with respect to the goods of the kind sold to Plaintiff.
37. The parties' contract for sale as a matter of law implies that the vehicle is merchantable, because Defendant is a merchant with respect to such goods.
38. The implied warranty was breached by Defendant because they sold Plaintiff a vehicle of insufficient quality. The vehicle is not fit for the ordinary purpose for which such goods are used.
39. The vehicle has failed to meet Plaintiff's reasonable expectations.
40. The vehicle has failed to perform with reasonable safety, efficiency, and comfort.
41. The vehicle has not provided dependable transportation, and it has not been trouble-free.

COBB COUNTY
FILED IN OFFICE
04 JUN 10 PM 2004
CLERK'S OFFICE
STATE COURT CLERK

42. The vehicle would not pass without objection in the trade under the contract description and does not conform to the promises or affirmations of fact made by Defendant.
43. Manufacturer has attempted, in contravention to the law, to disclaim the implied warranty of merchantability.
44. As a result of the breach of implied warranty by Defendant, Plaintiffs are without the reasonable value of the Vehicle.
45. As a result of the breach of implied warranty by Defendant, Plaintiffs have suffered and continue to suffer damages, including those specifically identified in the foregoing paragraphs.

WHEREFORE, Plaintiffs pray that:

- a. The Complaint be filed and service be perfected as provided by law;
- b. Plaintiffs be awarded damages to which they are entitled under the Magnuson Moss Warranty Act, and Georgia Statutory Law, including, but not limited to:
 - g. loss of use;
 - h. lost wages;
 - i. aggravation and inconvenience damages;
 - j. Revocation of Acceptance pursuant to O.C.G.A. § 11-2-608, O.C.G.A. § 11-2-719(2); and Magnuson Moss Warranty Act;
 - k. any other incidental and consequential damages;
 - l. Plaintiffs be awarded reasonable attorneys' fees and costs; and
- c. Plaintiffs be awarded such other and further relief as the Court deems right and appropriate.

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

Submitted this 8 day of June 2004.



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

Attorney for Plaintiff
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Atlanta, Georgia 30309
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Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-5334

SUPERIOR COURT
F

ATTORNEY FOR PLAINTIFF

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

[REDACTED]
Fair Lawn, N.J.

MAY 3 4 2004

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY

FORD MOTOR COMPANY
c/o CT Corporation
820 Bear Tavern Road, Suite 350
West Trenton, NJ 08628

John S. [Signature]
DEPUTY CLERK

CIVIL ACTION

NO. L 9237ay

COMPLAINT

1. Plaintiff [REDACTED] is an adult individual citizen and legal resident of the State of New Jersey [REDACTED], Fair Lawn, N.J. [REDACTED]
2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43304, Detroit, MI 48243, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about March 04, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1PTSW31P73E [REDACTED]
4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.
5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than \$43,122.08. 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, unusable to be utilized for its intended purposes, and is worthless to Plaintiff.

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

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

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

13. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

14. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

15. Route 23 Auto Mall, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about March 04, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 *et seq.*, which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.*, as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 10,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

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

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

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

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

25. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and/or non-conformities to the following vehicle components; bumper; transmission; hesitation; engine and rough idle. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

27. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

29. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
30. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
32. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.
34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.
35. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.
37. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
38. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.
39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not

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

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

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

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

COUNT III
UNIFORM COMMERCIAL CODE

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

43. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

44. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

45. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

46. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

47. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

49. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

50. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

51. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

52. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

53. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

54. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

55. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

56. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

57. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

58. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

59. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

60. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

- a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-12;
- b. Plaintiff's vehicle, given the defect/condition, is worthless;
- c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;
- d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

JURY DEMAND

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

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on May 19, 2004

KIDMEL & SILVERMAN, P.C.

By: Jacqueline Herritt
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

Vehicle motion

Route 23 Auto Mall, Inc.
1301 Route 23 South
Butler, NJ 07405
(201) 885-0200

PSCL-B TGS

DATUM 03/04/2003

SALVMAN GAYLORD FULLER

EAT&ALK ME

STOCK # 6929

***** THANK YOU FOR PURCHASING YOUR CAN FROM US *****



Route 23 Auto Mall, LLC

1981 Route 29
BUTLER, NEW JERSEY 07405-3797
SERVICE & BODY SHOP (201) 838-0420 • PARTS (201) 838-8022 • SALES & LEASING (201) 838-0220

PAGE 1 OF 2

CUSTOMER COPY

[CONTINUED ON NEXT PAGE]

117

PE84-878 8851



Route 23 Auto Mall, Inc.



1201 Page 22

Санкт-Петербургский государственный университет

SERVICE & BODY SHOP 673-528-0229 • PARTS 673-528-0204 • SALES & LEASING 673-528-0200

PAGE 2 OF 2

CUSTOMER COPY

1 OF 1000

X _____ 04:28pm
DATE:

PEB4-070 0692

01/28/2004
16:29:08

HISTORY LISTING

3651
PAGE 1

CUSTOMER NAME : [REDACTED] SERIAL NO. : 1PTSW31P731 [REDACTED]

R.O NO. : 152555 R.O DATE : 01/20/2004 R.O TYPE : S
MILEAGE : 10940 ADVISOR NO. : 2970

JOB NUMBER : 1 OPERATION 07POZ OP. DESC. TRANSMISSIONS
SALE TYPE : I TECHNICIAN NO(S). 9557
COMPLAINT : CUSTOMER STATES THE TRANS IS SLIPPING OR NOT ENGAGING
CAUSE : CHECK TRANS OPERATION DID NOT VERIFY CONCERN NO SLIPPING OR
DELAY FELT CHECK FLUID LEVEL AND CONDITION, RAN OASIS AND TSB
CORRECTION : NONE APPLY NO DTCS NO PROBLEMS FOUND HAD FSE DRIVE VEHICLE H
E ALSO FOUND NO PROBLEMS TECH 216 221 640

JOB NUMBER : 2 OPERATION 06POZ OP. DESC. ENGINE REPAIRS
SALE TYPE : I TECHNICIAN NO(S). 9999
COMPLAINT : CUSTOMER STATES THE TRUCK IS NOT RUNNING RIGHT/ AND HAS POOR
GAS MILEAGE.
CAUSE : CHECK VEHICLE OUT NO PROBLEMS FOUND ERIK THE FSO FROM THE NY
RO ROAD TESTED VEHICLE HIS COMMENTS-TEST DROVE TRUCK 12M COU
CORRECTION : LD NOT VERIFY LACK OF POWER OR FUEL ECON ISSUES WITH NO LOAD
TRANS SHIFTED WITHIN DESIGN INTENT COLD START AT 16F NO BLACK
SMOKE VEHICLE IS OPERATING WITHIN DESIGN INTENT AT THIS TIM
E ERIK FSE, NYRO

COMMENTS : CUSTOMER RETURNING TUES

*High idle
slipping gears
black smoke*

R.O NO. : 152556 R.O DATE : 01/20/2004 R.O TYPE : S
MILEAGE : 10940 ADVISOR NO. : 14798

JOB NUMBER : 1 OPERATION 3DFOZALC OP. DESC. COMPLIMENTARY LOANER
SALE TYPE : I TECHNICIAN NO(S). 9999
COMPLAINT : CUSTOMER PROVIDED COMPLIMENTARY LOANER VEHICLE
CORRECTION : PROVIDED TRANSPORTATION WHILE VEHICLE IN FOR REPAIRS

COMMENTS : LOANER

R.O NO. : 149946 R.O DATE : 12/08/2003 R.O TYPE : S
MILEAGE : 10940 ADVISOR NO. : 2970

JOB NUMBER : 1 OPERATION 12POZ OP. DESC. ESC / DRIVEABILITY
SALE TYPE : W TECHNICIAN NO(S). 5565
COMPLAINT : CUSTOMER STATES: ROUGH IDLE//DARK BLACK SMOKE // HESITATION
FROM A STOP AND POOR FUEL MILEAGE
CAUSE : ROAD TEST VEHICLE //CONFIRMED CONCERN//CK AIR FILTER AND OIL
LEVEL//CK FOR CODES//CK FOR LATEST CALIBRATION//FOUND
CORRECTION : UPDATE AVAILABLE//PERFORMED RESCALIBRATION ON ALL THREE MODULE
S//RE TEST//OK

01/28/2004
16:29:08

HISTORY LISTING

3651
PAGE 3

WARRANTY : CLAIM NO. [REDACTED] OPERATION NO. 12650D84 CLAIM NO. [REDACTED] OPERATION NO. 12650D

JOB NUMBER : 2 OPERATION 50POZ299P OP. DESC. REPORT CARD
SALE TYPE : C TECHNICIAN NO(S). 5565
COMPLAINT : REPORT CARD COMPLETED FOR THIS VEHICLE
CAUSE : REPORT CARD COMPLETED FOR THIS VEHICLE
CORRECTION : See Attached Multi-Point Report Card All

JOB NUMBER : 3 OPERATION 30POZALC OP. DESC. COMPLIMENTARY LOANER
SALE TYPE : W TECHNICIAN NO(S). 9999
COMPLAINT : CUSTOMER PROVIDED COMPLIMENTARY LOANER VEHICLE
CORRECTION : PROVIDED TRANSPORTATION WHILE VEHICLE IN FOR REPAIRS

COMMENTS : CUSTOMER RETURNING TIRES

Ack'd P
front
Rough T/R

R.O NO. : 149947 R.O DATE : 12/08/2003 R.O TYPE : S
MILEAGE : 10420 ADVISOR NO. : 14798

JOB NUMBER : 1 OPERATION 30POZALC OP. DESC. COMPLIMENTARY LOANER
SALE TYPE : I TECHNICIAN NO(S). 9999
COMPLAINT : CUSTOMER PROVIDED COMPLIMENTARY LOANER VEHICLE
CORRECTION : PROVIDED TRANSPORTATION WHILE VEHICLE IN FOR REPAIRS

Rough
T/R

COMMENTS : CUSTOMER RETURNING TIRES

R.O NO. : 142030 R.O DATE : 08/14/2003 R.O TYPE : S
MILEAGE : 6079 ADVISOR NO. : 2970

JOB NUMBER : 1 OPERATION 27POZA OP. DESC. PROGRAM
SALE TYPE : W TECHNICIAN NO(S). 7394
COMPLAINT : CUSTOMER STATES TO PERFORM PROGRAM.
57B98 MOTOR CRAFT OIL/FILTER SCRVR
CORRECTION : PERFORMED RECALL AS OUTLINED

Rough 2nd
and Replace
Spare tire
wiring and
front.

WARRANTY : CLAIM NO. [REDACTED] OPERATION NO. 57B98B CLAIM NO. [REDACTED] OPERATION NO.

JOB NUMBER : 2 OPERATION 01POZ OP. DESC. WHEELS-TIRES
SALE TYPE : C TECHNICIAN NO(S). 7394
COMPLAINT : PLEASE REPLACE SPARE TIRE TO MATCH 4 ON TRUCK AS PER
L JACKSON FORD NO CO
CAUSE : CONFIRMED CONCERN//ORDERED TIRE//
CORRECTION : Multipoint Inspection All

JOB NUMBER : 3 OPERATION 27POZR OP. DESC. RECALL
SALE TYPE : W TECHNICIAN NO(S). 7394



Route 23 Auto Mall, Inc

1301 Route 23
BUTLER, NEW JERSEY 07406-2707
SERVICE & BODY SHOP (973) 834-9429 • PARTS (973) 834-9406 • BALES & LEADING (973) 834-9800

Ch. / Chm.
824

DISTINER SIGNATURE

PAGE 1 OF 2

CUSTOM COPY

[CONTINUED ON NEXT PAGE]

02:58pm

PE34-270 866



Route 23 Auto Mall, LLC



1921 Route 20

BUTLER, NEW JERSEY 07406-1707
SERVICE & BODY SHOP (973) 833-0820 • PARTS (973) 833-0800 • SALES & LEASING (973) 833-0800

Page 2 of 2

CUSTOM COPY

Group 2 Info

10

10:06 AM

P204-970 0226

Route 23 Auto Mall, Inc.



1981 Dodge 500

1981 Dodge 500

DRIVE IN TODAY CALL 201-232-0000 • PAYMENT PLAN 12 MONTHS - 100% APPROVAL

1981 Dodge 500
1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

1981 Dodge 500

ORIGINAL ESTIMATE OF \$10,000.00

PAGE 1 OF 2

CUSTOMER COPY

CONTINUED ON PAGE 2

10-10-81

10-10-81

ROUTE 23 AUTO MALL INC.

Jacqueline C. Hurnit, Esquire
KIDMEL & SILVERMAN, P.C.
Executive Quarters
1939 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-4334

ATTORNEY FOR PLAINTIFF

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

[REDACTED]
Green Brook, NJ [REDACTED]

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

SUPERIOR COURT OF NEW JERSEY
SOMERSET COUNTY

CIVIL ACTION

NO.

SOM-L-590

RECEIVED/FILED
SUPERIOR COURT
SUPERIOR COURT
APR 15 2004
APP
SOMERSET COUNTY
SUPERIOR COURT
DEPT. 14

COMPLAINT

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

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey, with its legal residence and principal place of business located at 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 350, West Trenton, NJ 08628.

BACKGROUND

3. On or about December 09, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTSX31P03 [REDACTED]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$45,904.20. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

13. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

14. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

15. Oasis Auto Center, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

16. On or about December 09, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq. which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

19. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

- a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date of original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle; and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

- a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
 - (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
 - (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

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

22. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

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

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

25. During the first 24 months and/or 18,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: oil leak. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

26. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

27. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (6).

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
UNIFORM COMMERCIAL CODE

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

43. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

- a. Express Warranty;
- b. Implied Warranty Of merchantability; and
- c. Implied Warranty Of Fitness For A Particular Purpose.

44. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

45. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

46. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

47. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

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

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

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

49. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

50. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

51. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

52. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

53. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

54. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

55. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

56. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

57. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

58. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

59. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

60. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

JURY-DEMAND

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

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

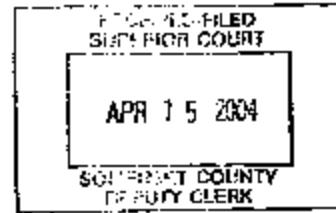
CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff



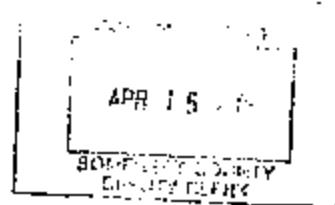
CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on April 13, 2004

KIMMEL & SILVERMAN, P.C.

By:

JACQUELINE E. HERRITT, ESQUIRE
Attorney for Plaintiff



PEB4-678 6787

Motor Vehicle	UNIQUE NAME FOR VEHICLE	Certified
Retail Order	STATE RD 5, OLD BRIDGE NJ 08857	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	PHONE (732) 681-1111	
<input type="checkbox"/> Demo <input type="checkbox"/>	www.oasisautomotive.com	
OASIS MOTORS, INC./FORD OASIS DODGE, INC.		
CUSTOMER [REDACTED]		STOCK NO. 32703
ADDRESS [REDACTED]	GREEN BOOK	67 98512
HOME PHONE [REDACTED]	WORK PHONE [REDACTED]	SALESPERSON BRUCE HINWICK
D.L. # [REDACTED]	SOC. SEC. # [REDACTED]	O.O.B. [REDACTED]
PLEASE ENTER MY ORDER FOR ONE 2003 FORD		
YEAR 2003	QUANTITY 1	PRICE 25
APPROVAL NO. [REDACTED] APPROVAL DATE [REDACTED]		
IF A NEW VEHICLE SALE		
<p>The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer sells this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise, is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by the selling dealer.</p>		
IF USED VEHICLE SALE-CHECK APPROPRIATE BOX		
<p><input type="checkbox"/> This vehicle is sold "as is" and the selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of the selling dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, whether by way of "strict liability," based upon the selling dealer's negligence, or otherwise, is expressly excluded and customer hereby assumes any such risks.</p>		
<p><input type="checkbox"/> The only dealer warranty on this vehicle is the limited warranty which is stated with and made a part of this order form.</p>		
ALL USED VEHICLE SALES DEALER'S OBLIGATION		
<p>The law of New Jersey requires Motor Vehicle Dealer to make all necessary repairs, related charges, or return the full purchase price to the consumer in the event a used vehicle sold and intended to be employed in this State fails to meet State Inspection Standards by the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before signing into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 7 days from the date of delivery of each vehicle.</p>		
X [REDACTED]		
WARRANTY OF DEALER'S OBLIGATION (USED VEHICLE SALE)		
<p>The undersigned, has read and understood the above Dealer's Obligation, and does hereby NAME AND RELEASE THE DEALER'S OBLIGATION to make repairs without charge or return the full purchase price if the vehicle fails to meet State inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is as item vehicle is "covered" by New Jersey's Used Car Lemon Law (N.J. Stat. Ch. 370).</p>		
X [REDACTED]		
TRADE-IN DESCRIPTION AND ALLOWANCE		
<p>Year [REDACTED] Make [REDACTED] Model [REDACTED]</p>		
<p>Trade-In Value [REDACTED] Date of [REDACTED]</p>		
<p>Low Balance Owed [REDACTED] Net Trade-In Allowance [REDACTED]</p>		
<p>Balance Owed to [REDACTED]</p>		
<p>Address [REDACTED]</p>		
<p>Account No. [REDACTED]</p>		
<p>Bank. Pwd. [REDACTED] Good Thru [REDACTED]</p>		
<p>Customer certifies that the trade-in vehicle has never sustained any damage or been repaired. All original equipment and parts have been deployed. Also, that the vehicle has never been in a flood or had the insulation/corrosion system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.</p>		
X [REDACTED]		
<p>Customer agrees that this Credit on the face and reverse side and any attachments is a facsimile of the terms and conditions of the Order and is subject to change at the option of the manufacturer. Customer and Dealer is bound to the Order, which is to be delivered, prior to delivery, which is later than the vehicle's manufacture date. THIS CREDIT SHALL NOT BE EXCHANGED OR MADE AUTHORIZED REPRESENTATIVE. Customer by his acceptance of this Order acknowledges that he has a copy of the Credit. You have the right to a written statement to be performed. The automotive dealer and is responsible by the manufacturer. I am in house of [REDACTED]</p>		
<p>Accepted By: [REDACTED] Signature [REDACTED]</p>		

THE ORDER NOT SUBJECT TO CANCELLATION—DEPOSIT NON-REFUNDABLE
IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

SOMERSET COUNTY CLERK APR 15 2004

SUPERIOR COURT

RETAIL INSURANCE CONTRACT Date DEC 9TH 2003

ANNUAL PERCENTAGE BASE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit is a yearly rate 9.0 %	\$ 5,089.41	\$ 31,614.70	\$ 36,904.20	\$ 36,904.20

Total Payment Schedule will be:

No. of Payments	Amnt. of Payment	When Payments Are Due
48	\$ 750.00 Monthly, beginning JAN 23RD 2004	
1	\$ 100	

Security: You are giving a security interest in the goods or property being purchased.

late Charge: If a payment is more than 10 days late, you will be charged \$10.00. If the cash price of the vehicle is over \$10,000.00, you will be charged 2% of the payment after a payment is more than 30 days late.

Filing Power: N/A

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

See below and your other contract documents for key additional information about repayment, default, any required repayment in full before the scheduled date, our security interests and payment rebates and penalties.

In this Contract: **DAVIS FORD** This Contract is between you and the Seller.
 we are **3691 ROUTE 29 SOUTH** All documents have been made by the Seller.
 the Seller: **OLD BRIDGE NJ 08867** The Seller intends to keep the following terms:
 Contract to the "Buyer" named below.

Business Address **Residence Address** **Date Contract Signed**
Business Name **Residence Name** **Date Contract Signed**

Name and Address of Buyer **Business Name** **Zip Code** **Date Contract Signed**

Name and Address of Seller **Business Name** **Zip Code** **Date Contract Signed**

Witnessed by **Witnessed by** **Zip Code** **Date Contract Signed**

I swear that we person sign as Buyer above, each of us intends to be legally bound, separately and together, for the payment of all sums due and the performance

of all your promises in this Contract. The laws in the state does not part of this Contract.

Under this Contract, you agree to buy the following personal property, all of which is called the "Vehicle":

#	Year	Make	Model	Color	Stock No.	Ex. Date	Vehicle Identification Number
1	2003	FORD	F-350 SD	30/2003	8	1/PTSKJEP03	

including the following Equipment and Accessories (check all): 02 Driver 05 Tilt Wheel 03 Underseat 01 Other: _____
 03 Front Disc Brakes 01 Power Slid. 01 AM 02 Sun Roof 03 Power Windows
 03 Auto Transmission 03 Power Brks. 03 AM/FM 01 Wind Def. 03 Rear Wind Def. 03 Air Conditioning

The Vehicle will be kept at:

your address shown above, or at:

For taxes levied in **Year and Month** **Description**

the following vehicle:

PATIENT AGREEMENT: You agree to pay to the Total Sale Price for the Vehicle. You will make the Cash Downpayment, and sign the Title in **7 days** after, or before the date of this Contract; and you promise to pay on the Amount Financed, the Finance Charge, in the regular and several installments of equal monthly payments as provided in this Contract, except the first payment, which will be in the amount necessary to pay in full at that time when you sign on this Contract. Payments might begin on the day indicated in the Payment Schedule and not due on the same day of each following month. You may pay all or part of the Amount Financed in advance, without penalty or premium. Payments must be made at every office site.

SONOMA BANK, 1236 Birchtree Boulevard, Wyoming, PA 18601. (the "Lender")

IF THIS CONTRACT INVOLVES THE SALE OF A USED VEHICLE, THE INFORMATION YOU SEE ON THE HISTORY FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE HISTORY FORM INTERFERES AND CONFLICTS PROVISIONS IN THE CONTRACT OF SALE.

PROPERTY INSURANCE: You are required to obtain and maintain the following automobile physical damage insurance on the vehicle. YOU MUST OBTAIN THIS INSURANCE THROUGH ANY AGENT, BROKER OR OTHER PERSON OF YOUR CHOICE. See the Pittsburgh Insured "INSURANCE" on the reverse side.

1. \$80.00 Deductible Comprehensive with coverage limits of \$ **M/A**.
 2. \$100.00 Deductible Collision with coverage limits of \$ **M/A**; 03 Towing and Labor;

Other Insurance:
If obtained through us, the cost of this insurance is \$ **142.00** per **month**, beginning on the date of this Contract. This insurance will be provided through us only if the premium is included in the amount financed clause at right. THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY OR PROPERTY DAMAGE, WITHOUT SUCH INSURANCE, YOU MAY NOT DRIVE THIS VEHICLE OR PRACTICE TRADES.

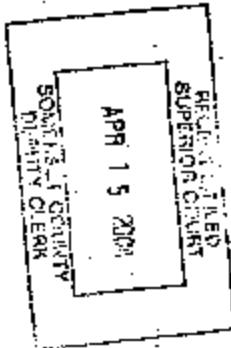
CREDIT INSURANCE IS NOT REQUIRED: Credit insurance is available through us for the term of this Contract at the cost of **Single Credit Life and Health**. Credit insurance is not available to any one buyer signing for insurance below. Joint Credit Life Insurance is available in both buyers signing for insurance below. No Credit Insurance will be provided unless the appropriate statement(s) is signed by the buyer(s) to be insured and the credit clause below and included in the amount financed. See the separate Certificate of Insurance or Notice of Purchased Insurance.

By signing, you want Single Credit Life Insurance, which costs \$ **14.00**. By signing, you want Single Credit Accident & Health Insurance, which costs \$ **M/A**. By signing, you both want Joint Credit Life Insurance, which costs \$ **M/A**. What are your ages?

Signature of Buyer to be insured for Single Credit Life Insurance **1. _____ Year**
 What is your age? **Years**

Signature of Buyer to be insured for Single Credit Accident & Health Insurance **2. _____ Years**
 What is your age? **Years**

Signature of both Buyers to be insured for Joint Credit Life Insurance **3. _____ Years**



RECEIVED BY CERTIFIED MAIL - APRIL 15, 2003

Certified

CHRYSLER MOTORS, INC./FORD

IMPORTANT



FIVE STAR

OASIS DODGE, INC.
dodge@service@oasisautocenter.com

OASIS KIA
service@oasiskia.com

100 ROUTE 9 SOUTH
OLD BRIDGE, NJ 08867
MONDAY-FRIDAY 7:30 AM - 5:00 PM
(732) 691-1111
WWW.OASISAUTOCENTER.COM

AT 7:30 AM - 5:00 PM UNLESS OTHERWISE PROVIDED

IN THE PM

IN

**ASSESSMENT
OF DAMAGES
IS NOT
REQUIRED**

LISTED ESTA ORDENADO
COMPARCER EN
ARBITRACION HEARING
1800 JFK BLVD, 6TH FL.
PHILADELPHIA, PA 19103
TIME: 1:30 PM
JAN 03 2005
YOU MUST STILL COMPLY
WITH THE NOTICE BELOW.
USTED TODAVIA DEBE
CUMPLIR CON EL AVISO
PARA DEBERES.

~~THIS IS AN ARBITRATION~~

GORBERG, GORBERG & ZUBER
BY: **DAVID J. GORBERG**
IDENTIFICATION NO.: **53084**
SUITE 2040
1234 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107
(215) 963-7210

ATTEST
MAY 11 2004
S. WULKO
ATTORNEY FOR PROTHY
Plaintiff

WINDBAR, PA

V.S.
FORD MOTOR COMPANY
c/o CT CORPORATION
1515 Market Street
Philadelphia, PA 19103

**COURT OF COMMON PLEAS
DIVISION**

MAY 2004 TERM.

No. 001491

**CIVIL ACTION COMPLAINT
1C CONTRACT**

"NOTICE

"You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**"YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO
TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND
OUT WHERE YOU CAN GET LEGAL HELP.**

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-1701"

"AVISO

"Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Haga falta asistir una comparecencia escrita o en persona, o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Se avisa que si usted no se defiende, la corte tomará medidas y puede continuar la demanda sin contra suya sin previo aviso o notificación. Ademáis, la corte puede decidir a favor del demandante y requerir que usted cumpla con todas las peticiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE.
SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE
DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR
TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA
ESCRITA ABajo PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR
ASISTENCIA LEGAL.**

ASOCIACIÓN DE LICENCIADOS DE FILADELPHIA
SERVICIO DE REFERENCIA E INFORMACIÓN LEGAL
One Reading Center
Philadelphia, Pennsylvania 19107
Teléfono: (215) 238-1701"

GORBERG, GORBERG AND ZUBER

By: DAVID J. GORBERG Attorney for Plaintiffs
Identification No. 53084
1234 Market Street
Suite 2040
Philadelphia, PA 19107
(215) 563-7210

[REDACTED] : COURT OF COMMON PLEAS

WINDBER, PA : PHILADELPHIA COUNTY

: vs.

: TERM, 2004

FORD MOTOR COMPANY
c/o CT CORPORATION
1515 Market Street
Philadelphia, PA 19103

: NO.

COMPLAINT

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

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

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.
4. On or about April 19, 2003, Plaintiff purchased a 2003 Ford F350 manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FTSW31P23E [REDACTED] The vehicle was purchased and registered in the Commonwealth of Pennsylvania.
5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than \$51,599.12.
6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.
7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.
8. On or about April 19, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.
9. Said nonconformities consisted of, but was not limited to, defective engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".
10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.
11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.
12. Plaintiff has delivered the nonconforming vehicle to an authorized service and

repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. 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' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. 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.

35. Section 15 U.S.C. §2310 (d) (1) 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.

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following:

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;
- d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(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.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

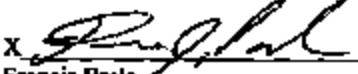
GORBERG AND ZUBER

BY: _____

DAVID T. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X 
Francis Perla

Date: 4-18-04

INQUIRY PERFORMED FOR: RESERVATION
CUSTOMER NAME: *****

ADV# 534 *

#TGW31P23E [REDACTED] 04/13/2004 18:40:31
003 F-SERIES F-350 CREW CAB 4X4
.OL DIESEL DI V8 AXLE CD: D1
WARRANTY START DATE 04/19/2003 BUILD DATE 01/25/2003 START ODOM 00027
OPEN CAMPAIGNS
3L12

ENGINE EMISSION CONTROL INFORMATION (EECI) LABEL REPLACEMENT

A R N I N G W A R N I N G W A R N I N G

ENTION TECHNICIANS AND SERVICE MANAGERS:

BEFORE REPLACING DIESEL HIGH PRESSURE PUMP (-9A543-) SEE TSB 04-04-04

A R N I N G W A R N I N G W A R N I N G

ESS THAN TWO DEALER APPROVED AND REPAIR VISITS PAID TO DATE

THIS VEHICLE HAD A CUDL CONTACT CLOSED

*EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

DEALER: Freedom Ford Sales, Inc. REPAIR DATE: 12/23/2003
WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 018124 M

ITHER WAY HUBS NOT DISENGAGING. REPLACED BOTH FRONT HUB

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR OP

1C3Z 3B396CB LOCKING HUB ASSEMBLY 002 MT1104

DEALER: Waldorf Ford, Inc. REPAIR DATE: 11/03/2003

WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 014006 M

NSPECT FOR LEAKS AT TURBO TUBE, NORMAL OIL RESIDUE ON INTER COOLER TUBE CONNE
TION, CLEAN OFF

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR OP

NPF NO PROBLEM FOUND (NR 000 NPF)

DEALER: Waldorf Ford, Inc. REPAIR DATE: 11/03/2003

WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 014006 M

INSTALL OIL DYE, PERF OIL LEAK DIAG TESTS, CLEAN LOWER REAR OF ENG. INSPECT

FOR LEAKS NONE FOUND AT THIS TIME. TRUCK DID HAVE SOME OIL AT THE REAR

OF THE BELL HOUSING, CUST NEEDS TO DRIVE MORE AND HAVE IT REINSPECTED

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR OP

OSP 001 6007D

6007 ENGINE ASSY 000

DEALER: Waldorf Ford, Inc. REPAIR DATE: 11/03/2003

WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 014006 M

REPOSITION INTER COOLER TUBE CLAMP THAT WAS DAMAGING THE HOOD INSULATOR/SOP NEW
HOOD INSULATOR

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR OP

6030 BRKT PRT SUPPT MNTG 000 999A

DEALER: Waldorf Ford, Inc. REPAIR DATE: 10/14/2003

WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 012804 M

CHECK FOR ROUGH IDLE AND WHITE SMOKE ON START UP, UNABLE TO VERIFY IDLE CONCERN
, WHITE SMOKE VERIFIED BRIEFLY. REC TEST WITH WDS, CHECK FILTERS, OK, NO CODES. CHEC
K OASIS, FOUND TSB 03-20-12 FOR THIS CONCERN. REPROGRAM PCM TO LATEST LEVEL PER
TSB.OK

CONDITION CODE AND DESC = 42 DOES NOT OPERATE PRO

PART NUMBER PART DESCRIPTION QTY LABOR OP

12A650 PROCESSOR ASSY 000 MT12A650

DEALER: Waldorf Ford, Inc. REPAIR DATE: 07/31/2003

WARRANTY CLAIM NUMBER: [REDACTED] ODOMETER: 007942 M

ONE PERFORMED RECALL
PART NUMBER PART DESCRIPTION QTY LABOR OP
3C3Z 9F838EA SENSR ASY F/I TIMING 001 03B05B
DEALER: Waldorf Ford, Inc. REPAIR DATE: 07/31/2003
WARRANTY CLAIM NUMBER: ODOMETER: 007942 M

ONE PERFORMED RECALL
PART NUMBER PART DESCRIPTION QTY LABOR OP
000 03B06B
DEALER: Waldorf Ford, Inc. REPAIR DATE: 07/31/2003
WARRANTY CLAIM NUMBER: ODOMETER: 007942 M

ONE PERFORMED OIL CHANGE
PART NUMBER PART DESCRIPTION QTY LABOR OP
XO 15W40SQSD 003 57B98B
3C3Z 6731AA ELEMENT ASY OIL FILT 001
DEALER: Waldorf Ford, Inc. REPAIR DATE: 07/31/2003
WARRANTY CLAIM NUMBER: ODOMETER: 007942 M

CONDITION CODE AND DESC = 69 FROZEN/SEIZED/BINDIN
PART NUMBER PART DESCRIPTION QTY LABOR OP
3C3Z 9C968AA FUEL PRESSURE REG 001 6005B
3C3Z 9A543AARM PUMP ASY-FUEL INJECT 001 6005E2
3C3Z 6619EA GASKET (OIL PUMP) 001 6005E3
B7A 8287B CLAMP ASY-RAD HOSE 001 6005E4
VC 7A 012 6005E5
3C3Z 6619EA GASKET (OIL PUMP) 001 6005E6
3C3Z 9439AA GASKET-INTAKE MANIFO 002 6005E7
3C3Z 7A020BB INDICATOR-TRANSOIL L 001 6005E8
000 MT9A543

941 Admiral Peary Hwy.
D. Box 58
Bethel Park, PA 15131
(412) 787-5231

**ALL-SPOTS LEAD TO
PROGRESSIVE SALES, Inc.**

Summary

100-125128	10/10/63	437-6597

CUSTOMER STATES SQUINCH BUILT IN ENGINE BY 133 IN PDC (W)

CUSTOMER STATES HEED WONT UNLOCK UNLESS YOU PAY IN 30 FEET OR SO *Sgt. [Signature]* (W)

See History

Sill Boreal
var.

四
卷之二

Car
Frank

Check Vaccine leak

Dr. Sealy

Replaces C Caster Ball Joint
& Sway Bar Link

replaced LF stub

replaces for Shree

DISCARS

2021-1-17 10:00:00

DISCUSSIONS

2C 12/24/2003 18124 02 N CUSTOMER STATES TURN R
2B 12/24/2003 18124 02 N CUSTOMER STATES FRONT
2A 12/24/2003 18124 02 W CUSTOMER STATES OIL, LP
1A 12/23/2003 18124 02 C OIL CHANGE & FILTER/DI
PA 01/29/2003 3 07 I SERVICE NEW VEHICLE

Labor Rate 49.77
Page 1 of 1
8723 Job

Balancees over 30 days will be subject to a finance charge of 2% per month, amounting to 24% per year. Fees and costs are extra.

P384-970 0722



2440 GRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfcorp.net

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither endorses nor authorizes any other person to assure for it any liability in connection with the sale of this item/vehicle. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and terms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.national-arbitration.com or PO Box 16101, Milwaukee, Wisconsin 53216. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgments upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of reparation, replevin, distress or any other remedy, with or without judicial process, concerning any loss relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

CUSTOMER DEMOGRAPHICS

WHITE = ACCOUNTING CANARY = CUSTOMER PINK = FILE BLUE = WARRANTY



2440 CRAN HIGHWAY - WALDORF - MARYLAND 20601
DIRECT PARTS LINE: (301) 843-6834 • MD TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0138 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfmd.net

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this vehicle. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and form of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.adr.org/naforum or PO Box 50191, Minneapolis, Minnesota 55403. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any lien relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

CUSTOMER SIGNATURE _____

INVOICE TO _____

DRIVER/CARRIER INFORMATION - INVOICE: 000001

FOR OFFICE USE

VEHICLE INFORMATION

1A91 2003 AMT 534 LARGEM. INVOICED: 08/13/2003 11:13:05 AM 03 F-350 SD GRAY LICENSE NUMBER: XW

SKILL 01 TECH 312 START TIME: 081303 0702 STOP TIME: 081303 0833

LIME 40
312 BEGIN - 081303 0749 END - 081303 0801 HRS: .48 UNIT\$/U: .60

LIME 41
312 BEGIN - 081303 0832 END - 081303 0832 HRS: .00 UNIT\$/U: .00

LIME 42
312 BEGIN - 081303 0832 END - 081303 0833 HRS: .01 UNIT\$/U: .60

LIME 51
312 BEGIN - 081303 1702 END - 081303 1822 HRS: 1.20 UNIT\$/U: .60
BEGIN - 081103 0704 END - 081103 0830 HRS: 1.26 UNIT\$/U: .60
BEGIN - 080403 1024 END - 080403 1444 HRS: 0.40 UNIT\$/U: .60
BEGIN - 081103 1110 END - 081103 1130 HRS: 0.22 UNIT\$/U: .60
BEGIN - 081203 0715 END - 081203 0743 HRS: .28 UNIT\$/U: .60

TOTAL: 22:56 UNIT\$/U: 22.74

PAGE: 4
LAST PAGE

WALDORF

(Stein)

2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-6834 • MD TOLL-FREE PARTS: (877) 320-4268
LOCAL (301) 843-8400 • ST. MARY'S CTY. (301) 864-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfford.net

STATEMENT OF DISCLOSURE

The lessee waives all of the warranties with respect to the sale of the Vehicles. The lessee hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicles. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf.org or P.O. Box 50181, Minneapolis, Minnesota 55450. This is a stipulation involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C., Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their right to a Judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation, appellate, delinquent or any other remedy; with or without judicial process, concerning any issue relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

CUSTOMER SIGNATURE

WHITE = ACCOUNTING CANARY = CUSTOMER PINK = FILE BLUE = WARRANTY



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
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LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfford.net

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/item. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/item. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf.com or PO Box 601111, Minneapolis, Minnesota 55405. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of injunction, replevin, detinue or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

CUSTOMER SIGNATURE _____

INVOICE TO [REDACTED]		DRIVER/OWNER [REDACTED] 06/08/03 000		TRUCK # [REDACTED]	
NUMBER: [REDACTED]	MR. [REDACTED]	NUMBER: [REDACTED]	PF [REDACTED]	NUMBER: [REDACTED]	PF [REDACTED]
CALL: [REDACTED]	WORK: [REDACTED]	WORK: [REDACTED]	CALL: [REDACTED]	WORK: [REDACTED]	WORK: [REDACTED]
FOR OFFICE USE					
1861 3923	8803 534 LINDON, N INDIANA	PRELIM WAR C W	AL	VIN: 1F1R930P2	EXCISE NUMBER: PA 010058
DRIVE TIME: 10/16/2003 10:53:05			03 FORD	400	CDM 100 0000
DRIVER ID: 12804			DATE: INSIDE/OUTSIDE DRIVING PRODUCTIVITY: 01/2003		
DATES: BEGINS: 10/14/03 ENDS: 10/16/03					
CONCERN 51: CHECK FOR SMALL OIL LEAK AT TOP SIDE OF MOTOR-TO-EXHAUST EXHAUST TUBING IS NEW OPERATOR: 100 HOURS AMOUNT:					
CAUSE:	NORMAL FOR THIS VEHICLE				
CORRECTION:	SEE TECH NOTES BELOW				
TECH NOTES:	CHECK FOR OIL LEAKS ON INTER COOLER TUBING. TUBES HAVE LIGHT OIL. SLEEPING ON "T" HAD TO LET OUT AIR AND SOOT FROM THE OIL ON THE TUBE.				
FACTORY:	0014: 0903				
TYPE: H	100% WARRANTY				
CONCERN 52: WHITE SMOKE ON OLD START UP. NO SMOKE ON NEW START UP. DATE: 09-20-03 DISBURSEMENT: 100 HOURS AMOUNT: 40.00					
CAUSE:	1.S.B. 00-20-12 FILTERS, NO CODES, CHECK				
CORRECTION:	SEE TECHNICAL				
TECH NOTES:	CHECK FOR ROUGH TUBE AND WHITE SMOKE ON START UP, UNABLE TO VERIFY CODE CONCERN/WHITE SMOKE VERIFIED OIL/FILTER TEST WITH NO SMOKE, CHECK FILTERS OK, NO CODES, CHECK OATSIS, DATED 10/03 09-20-12 FOR THIS CONCERN, REPROGRAM PGM TO LATEST LEVEL PER 100.0K				
FACTORY:	0014: 0903				
TYPE: H	100% WARRANTY				
CONCERN 53: MILK MILK MEASUREMENT CODE DATE: 09-20-03 DISBURSEMENT: 100 HOURS AMOUNT: 40.00					
CAUSE:	SEL LINE 52				
CORRECTION:	SEL LINE 52				
FACTORY:	0014: 0903				
TYPE: H	100% WARRANTY				

WHITE = ACCOUNTING

CANARY = CUSTOMER

PINK = FILE

BLUE = WARRANTY

WALDORF

(Waldorf)

2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-5834 • MD. TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-2400 • ST. MARY'S CTY. (801) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorf.net

STATEMENT OF DISCLAIMER

The lessee warrants to the lessor all of the warranties with respect to the sale of this item(s). The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor delegates any other party to assume for it any liability in connection with the sale of this item(s). We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle-related items, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and terms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf.com or PO Box 50191, Minneapolis, Minnesota 55450. This is a arbitration in accordance with the Federal Arbitration Act, 9 U.S.C. Section 1-16. Judgment upon any award may be entered in their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossessing the vehicle or any other legal process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any party's right to sue for damages.

CUSTOMER SENT

INVOICE TO:		DRIVER/VEHICLE INFORMATION - INVOICE 09206	
NUMBER:		NUMBER:	
CELL:	WORK:	CELL:	WORK:
FOR OFFICE USE		FOR OFFICE USE	
(461) 3923	ADM 534 LANCIA, N (PAW) 027 MELOR QDS C H	CDL:	STATE/EXPIRATION
	TRANS 00001 10/16/2003 15433105	VIN 1F8BAGPZ2	LICENSE NUMBER: PA
DRIVER'S I.D.#:	E2804	DS FWD	I-550-50 4WD
	01311 178	DRW GAS	DRW
CONCERN-24 OIL AND FILTER CHANGE DIESEL ENGINE			
CONCERN-24 CHANGED OIL AND FILTER			
PART NUMBER	NOTE	DESCRIPTION	QUANTITY
FNC 302	8731 44	OIL-OIL F	1
FNC 30	13640 5050	OIL-ENG L	2
TOTAL CHARGE	LINE FEE/SAFETY	EXCL. TAX	TOTAL CHARGE FOR CONCERN
	0.00	0.00	\$0.25
SUMMARY OF CHARGES FOR INVOICE 09206			
ITEMS	CHARGE	TAX	TOTAL
LAB-MECHANICAL			
SERVICE SPECIAL ADJUSTMENT			
SUB-TOTAL			
SALES TAX			
TOTAL CHARGE	\$0.25		
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST			
MAR - BARBERSHOP			
IF YOU HAVE ANY QUESTIONS - PLEASE SEE NATALIE LARSON			
THE VEHICLE HAS BEEN INSPECTED AND IS READY.			
ALL CHARGES HAVE BEEN CAREFULLY EXAMINED.			
DATE:	8/28/04	TIME:	
ON LINE SERVICE REQUESTED			

WHITE = ACCOUNTING **CARRY = CUSTOMER** **PINK = FILE** **BLUE = WARRANTY**

P604-878 8728

WALDORF

Waldorf School of Garden City
Garden City, New York

2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-6834 • MD TOLL FREE PARTS: (877) 320-4288
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0139 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfford.net

STATEMENT OF DISCLAIMER

The lessee waives all of the warranties with respect to the sale of the item(s). The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither guarantees nor authorizes any other person to assume for it any liability in connection with the sale of this item(s). We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedures then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf-louisiana.com or PO Box 50191, Minneapolis, Minnesota 55405-0191.

This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of representation; replacement, defense or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

CUSTOMER SIGNATURE:

INVOICE #		DRIVERS/OWNER INFORMATION - INVOICE #9226			
FOR OFFICE USE		VEHICLE INFORMATION			
LAST 3923	AUT: 53M LAMSON, INVOLVED: 10/16/2000 15139405 JL	03 F-350 SD	DRW	EXCISE NUMBER: PA	
GRAND TOTALS					
SUMMARY OF CHARGES FOR INVOICE #9226		PAYMENT DISTRIBUTION FOR INVOICE #9226			
LAW-MECHANICAL	48.13	TOTAL CHARGES	48.13	FAC MILEAGE	48.13
TOTAL CHARGE	48.13				
ATTENTION: THE FOLLOWING INVOICES ALSO EXIST					
CUS - CUSTOMER PAY					
IF YOU HAVE ANY QUESTIONS - PLEASE SEE MARY-JE LAMSON					
CUSTOMER HAS BEEN NOTIFIED VEHICLE IS READY.					
ALL WORK AND PARTS WILL BE OVER CHARGED IF NOT PAID					
DATE:					
NAME:					

WHITE = ACCOUNTING

CANARY = CUSTOMER

ITK-FILE

BLUE - WARRANTY

PEB4-878 8729



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-6894 • MD TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfmd.net

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of the merchandise. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this merchandise. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.adr.org or PO Box 50191, Minneapolis, Minnesota 55440-5019. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their right to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of replevin, replein, garnishment or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

Система земельног

DRIVER/INRIDE INFORMATION - POLICE # 1022336

FOR OFFICE USE **VEHICLE INFORMATION**

SEARCHED BY TEAM 903 START TIME: 101403Z 12Z STOP TIME: 101403Z 1430

LINE 51
 963 BEGAN - 101603 1129 HILB - 101603 1344 HISI 2:15 UNITS1 2.25
 963 END - 101603 1428 E10 - 101603 1428 HISI 4:00 UNITS1 .00
 TOTAL 2:15 UNITS1 2.25

LINE 52
 203 DEB88 - 101603 1344 HOLD - 101603 1423 HSI .39 UNITBI .85
 DEB88 - 101603 1429 END - 101603 1430 HSI .01 UNITBI .02
 20384-1 140 UNITBI .42

LIME 53
503-5650 : 181693 1428 1000 1000 1000 1000

PME 3
LPSY 100%

WALDORF



2440 CRAIN HIGHWAY • WALDOFF • MARYLAND 20801
DIRECT PARTS LINE: (301) 843-0334 • MD TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldoffford.net

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CUSTOMER SIGNALS

WHITE - ACCOUNTING

CMASFORM - 2010 RELEASE UNDER E.O. 14176 - FILED

~~ONE - WARRANTY~~

WALDORF
Salon

2140 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-5884 • MD TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-2400 • ST. MARY'S CITY, (301) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfford.net

STATEMENT OF DISCLAMER

The factory warranty constitutes all of the warranties with respect to the sale of this transaction. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this transaction. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum center, www.naf.org or PO Box 90191, Minneapolis, Minnesota 55490. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act; 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their rights to a judge or jury trial. Nothing herein shall be construed to prevent either party's use of repossession, replevin, detinue or any other remedy, with or without judicial process, concerning any item relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

CUSTOMER SIGNATURE:

INVOICE TO		DRIVER/OWNER INFORMATION - INVOICE NUMBER				
FOR OFFICE USE						
186-3256 AGV 334 LANSUM, INVOICE#	11/05/2003 13:54:31 AM	03 F-350 SD	DRIV	LICENSE NUMBER: PA		
CONCERN: 53 CUST STATES TURBO BPIPE CLAMP IS DRIVING HOOD INSULATOR TOP				OPERATION	TECH HOURS	AMOUNT
REASON	SEE TECHNICIAN STORY BELOW			50	602	.0
CORRECTION	PARTS HAVE BEEN SPECIAL ORDERED					
53-1 ADDITIONAL - MSG. REPAIRS-REPPOSITION HOOD CLAMP PROPERLY				999A	602	.3
RECH NOTES	REPOSITION AFTER COOLER TUBE CLAMP THAT WAS DRIVING THE HOOD INSULATOR OUT OF HOOD INSULATOR					
PART NUMBER	PN#	NOTE	DESCRIPTION	QTY	SQTL	
PN# 3C3Z-16738-BD			HOOD-HORN S	1		
PARTS# C0040			ALLOWANCE:			
FACTORY	C00401 9682					
PN-3C3Z16738BD						
TYPE: H						
SUMMARY OF CHARGES FOR INVOICE #186-3256 DRIV DATE 11/05/2003 13:54:31 AM - INVOICE NUMBER: PA						
PARTS				SUBTOTAL		
LAB-MECHANICAL				24.00		
TOTAL CHARGE	80.20			101.15		
				FAC WARRANTY	101.15	
IF YOU HAVE ANY QUESTIONS - PLEASE SEE ANITA LANSUM CUSTOMER HAS BEEN NOTIFIED VEHICLE IS READY. ALL WORK AND AMT CHARGED HAVE BEEN CAREFULLY EXPLAINED						
DATE:	TIME:					
MHS:						

WHITE = ACCOUNTING CANARY = CUSTOMER PINK = FILE BLUE = WARRANTY

PE04-070 0732

2440 CRAN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-5334 • MD TOLL FREE PARTS: (877) 320-4266
LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
VISIT OUR WEBSITE @ www.waldorfford.net

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this vehicle. The Seller hereby expressly disclaims all warranties other express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability whatsoever connected with the sale of this vehicle. We agree that any claim, dispute or controversy directly or indirectly relating to the repair work, parts or materials, or any vehicle involved herein, shall be resolved by binding arbitration through the National Arbitration Forum, under its code of procedure then in effect. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at any National Arbitration Forum office, www.naf.com or PO Box 30161, Minneapolis, Minnesota 55430. This is a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Judgment upon any award may be entered in any court having jurisdiction. The parties acknowledge that they have knowingly waived their right to a judge or jury trial. Nothing herein shall be construed to permit either party's use of representation, mediation, arbitration or any other remedy, with or without judicial process, concerning any issue relating to the vehicle, nor shall anything herein be construed to limit any remedies under the Magnuson-Moss Act.

CUSTOMER SIGNATURE:

SHIPPING TO:

DRIVER/OWNER INFORMATION -- (WV0001) 973654

-- FOR OFFICE USE --

VEHICLE INFORMATION

TRID 3256 ADT/ 534 LARSON, INVOICED 11/05/2009 13:51:31 ML 03 F-350 SD 6R87 LICENSE NUMBER: PA [REDACTED]

SKILL 01 TECH 382 START TIME: 110503 1132 STOP TIME: 110503 1326

LINE 31

682 BEGIN - 110503 1132 END - 110503 1151 HHS1 022 UNITS1 -.37

LINE 32

682 BEGIN - 110503 1154 END - 110503 1237 HHS1 143 UNITS1 1.05

LINE 33

682 BEGIN - 110503 1239 END - 110503 1335 HHS1 136 UNITS1 .40

PAGE 3
LAST PAGE

WALKER

2440 CRANBERRY ROAD • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-1414 • MD TOLL FREE PARTS: (877) 320-4268
LOCAL (301) 843-1414 • CTF: (301) 843-0733 • FAX (301) 843-0334
VISIT OUR WEBSITE: www.waldorfford.net

STATEMENT OF REVENUE

CUSTOMER SIGNATURE:

INVOICE TO:		DRIVER/OWNER INFORMATION: (NAME/SSN, DOB/ST)	
INDEX	PA [REDACTED]	NUMBER	PA [REDACTED]
WORKS	[REDACTED]	WORKS	[REDACTED]
FOR OFFICE USE		VEHICLE INFORMATION	
DATE 8/60	NOV 334 LANGON, # UNLICENSED PRE-DRIVER C/N	IL 910-FT563UP29	LICENSE NUMBER: PA [REDACTED]
	UNLICENSED 06/13/2004 09:12:09 AM	03-HOMER F-350 SD	4WD 6.0L 43AM-CNB CHAT
DOMESTIC DR 24222 1001 24223		DRIVERS LICENSE#04-903 PRODUCT#002393	
DATES 86918 01/07/04 86918 08/13/04			
COMPLAINANT: VEHICLE TOWED TO SHOP WHILE GROUNDED AT HOMER SPEED. THE ENGINE WOULD NOT TURN OVER. JOSHUA JAMES, 24, OWNER & MURKIN'S RESTAURANT, 720 2ND AVENUE, HOMER, AK 99676. ADDRESS: 1010 2ND AVENUE, HOMER, AK 99676. -100- 5-00-21			
CAUSE HIGH PRESSURE OIL PUMP FAILURE			
CORRECTION REPAIR TO REPLACE THE OIL PUMP			
51-1	KEY START / NO START DISCONTINUITY	312	AUGUST .00
51-2	KEY ON ENGINE OFF	312	.1 .02
51-3	KEY ON ENGINE OFF	312	.1 .02
51-4	SUN TUL TEST - NO	312	.1 .02
51-5	FUEL CONTAMINATION	312	.1 .02
51-6	FUEL PUMP PRESSURE	312	.1 .02
51-7	ELECTRIC FUEL PUMP	312	.1 .02
51-8	REFUELING FUEL PUMP	312	.1 .02
51-9	PUMP & DRAIN/TIM - REPAIR	312	.1 .02
Initial Notes: CHECKED FOR ANY LEAKS. VEHICLE CANNOT RUN BECAUSE NOT START. NOO TEST. 1200 PROOF OF CONTINUOUS DOME PIZZAS, 72290. PW TEST CAME FROM WORKER, FOUND NO FAULT IN ENGINE. PW. REMOVED LEFT & RIGHT SIDE COVERS INSIDE ENGINE. PISTOL PUMP INJECTORS & THE TORSO. INSPECTED TORSO BY LINES TO EACH HEAD. FOUND NO TORN STUFF. CALLED FOR CALIFORNIA & WALKAWAY. WAS TOLD TO REPLACE INJECTOR PISTOL PUMP AND REPAIR.			
IP			
PISTOL PUMP STILL NO GO. WAS TOLD TO REPLACE HIGH PSI PUMP AFTER IP REPLACEMENT. MAX MOTORATOR, 10000, INTRAC WHEELS, HIGH PSI PUMP. CALIFORNIA PISTOL PUMP & FILTER. REVERSE OIL. DONT DRIVE DC.			
PART NUMBER	100-1004	ITEM DESCRIPTION	811
PW	100-1004	HIGH PRESSURE PUMP	.42-422
PW	100-1004	100-1004	.42-422
PW	646-10	NEW PISTOL	.45
PW	100-1004	HIGH PRESSURE PUMP	.42-422

WHITE - ACCOUNTING CANARY - CUSTOMER PINK - FILE BLUE - WARRANTY



2440 CRAIN HIGHWAY • WALDORF • MARYLAND 20601
DIRECT PARTS LINE: (301) 843-5834 • MD TOLL FREE PARTS: (877) 320-4268
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CUSTOMER SIGN



DRIVE TO: [REDACTED] OWNER/OPERATOR - DRIVELINE: [REDACTED]

NUMBER

H

NUMBER

S

WORK: [REDACTED]

WORK: [REDACTED]

FUR OFFICE USE

NAME: 8760 RONALD LAMSON, H FINANCIAL PHILIP C #:

VIN: 1F75M01P201 [REDACTED] LOCATION: WILMINGTON DE

INVOICE# 0473/2004 05/26/04

03 FORD F-350 SD 4WD [REDACTED] VIN# 1F75M01P201

METER IN: 24222 OUT: 24225

01071-168

CODE/4624: PERFORM QUALITY CARE INSPECTION

OPERATOR: [REDACTED] TRUCK: [REDACTED] AMOUNT:

CORRECTION: PERFORM QUALITY CARE INSPECTION

99P: [REDACTED] 312: [REDACTED] 5.00

CURRENT: PERFORM QUALITY CARE INSPECTION

FACTORY:

TYPE: C LINE PLATES: 308.

INSTRUCTIONS - FRANCHISE: H

TOTAL CHARGE FOR DRIVELINE: .00

SUMMARY OF CHARGES FOR DRIVELINE: [REDACTED] TOTAL CHARGE FOR DRIVELINE: \$84.00

UN-MECHANICAL

25% CHARGE TO: [REDACTED] .00

TOTAL CHARGE: .00

ATTENTION: THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY.

NON - WARRANTY

IF YOU HAVE ANY QUESTIONS - PLEASE SEE NATALIE LAMSON

CUSTOMER RELATIONSHIP MANAGER: IS READY.

ALL WORK AND AMOUNTS HAVE BEEN CORRECTLY EXPLAINED.

DATE: [REDACTED] TIME: [REDACTED]

INITIALS: [REDACTED]

PAGE: 1

LAST PAGE

WHITE = ACCOUNTING

GRAY = CUSTOMER

BLACK = FIN.

BLUE = WARRANTY

PE04-070 0735

WALBORG

WALBORG
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(SWE)

2440 CHAIN HIGHWAY • NELSONVILLE • MARYLAND 20891
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Customer signature:

FIR OFFICE USE		DEPARTMENT INFORMATION - INV0243394290			
REG 8760	ALAN S. LARSEN, DIVORCED	04/13/2004 09125409 AM	03 E-300 GR	1907	EXHIBIT NUMBER P-6
FMC 3030	6384 DR	48K1-VLV	180	1	
SAT 3034	6384 DR	48K1-VLV	1		20.39 20.39
FMC 3032	6319 EA	68K1-BIL	1		10.61 10.61
FMC 3032	6311 AB	K1P01L F	1		23.30 23.30
FMC 30	15M40-5450	901-EMG-L	3		13.29 46.77
FMC 30	7 A	ANG1/FZT	8		2.19 17.36
FMC 30	15M40-050	COL-EMR-L	1		2.72 2.72
PARTS COUNT	21	ALLUMINUM	220.26		
ACTORT		DET/41-0225			
PP-80379854300000		LAW OFFICES OF HORNIG & STONE, LTD.			
WALDORF					
REPORT DATE	04/13/2004	TIME	091254	SUBTOTAL	
ITEM		PARTS		798.91	
ITEM		CHARGE LABOR		601.96	
ITEM		GROSS MARGIN		1400.47	
AMOUNT PAID FOR THE PREVIOUS VISIT					
CHARGE	600.00	REF	382	ITEMS	0.00
DIRECTORSHIP SHARING IS UNKNOWN AT THIS TIME					
ACTORT		DET/41-0225			
ITEM		ITEM			
ITEM		ITEM		0.00	
AMOUNT PAID DURING THE PREVIOUS VISIT					
CHARGE	1000.00	REF	382	ITEMS	0.00
TOTAL CHARGE					
CHARGE	1000.00	REF	382	ITEMS	0.00
TOTAL CHARGE					
CHARGE	1000.00	REF	382	ITEMS	0.00

WHITE - ACCOUNTING CANARY - CUSTOMER PINK'S FILE BLUE - WARRANTY

WALGREENS

2440 CRAN HIGHWAY • WALDORF • MARYLAND 20601
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VISIT OUR WEBSITE @ www.wakdorfford.net

It is the purpose of this Act to provide for the protection of the public health and welfare of the citizens of the United States. The Act is intended primarily to insure that no person or institution may practice or engage in any medical or surgical procedure which is likely to result in any bodily injury or damage to any family or individual, or which may be injurious to the public health and welfare of the community where it is practiced or engaged in, or to any patient or individual who is subjected to it.

Constitutive

www.1000book.org

DS - cisternen

IF YOU HAVE ANY QUESTIONS - PLEASE SEE VEHICLE OWNER
CHARGER HAS BEEN NOTIFIED THE VEHICLE IS READY.
ONE HOUR AND ONE MINUTE HAVE BEEN SPENT EXPLAINING THE VEHICLE'S
CONDITION TO THE OWNER. THE OWNER HAS BEEN ADVISED THAT THE VEHICLE
WILL BE TURNED OVER TO THE POLICE IF IT IS NOT TAKEN.

320-4454-27

WALDORF

En la actualidad se ha establecido una estrategia de desarrollo que apunta a la creación de un sistema de salud integral y sostenible, que promueva la salud y el bienestar de la población, así como la mejora continua en la calidad de los servicios de salud.

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WHITE = Accounting CANARY = CUSTOMER PINK = FILE BLUE = WARRANTY

WALDORF

(Used)

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CUSTOMER SIGNATURE:

VIN# 1C1E20 [REDACTED]		DRIVER NUMBER 1H108101101 - SERVICE #: 304220	
FOR SERVICE USE		VEHICLE INFORMATION	
ACB: 6764	MDN: 534 LABSON	INV/LOC#: 04/13/2004 09126509 IL	03 F-350 SD UNIT LICENSE NUMBER: 1H108101101
MOTL: 03 TELEM: 312 START TIME: 04/08/04 10:17 STOP TIME: 04/13/04 08:56			
ME: 51 512 HEGON - 04/08/04 10:18 SH - 04/08/04 10:43 HRS: 00:25 UNITS: 0.42 AM - 04/08/04 06:59 SHD - 04/09/04 06:01 HRS: 00:02 UNITS: 0.00 HEGOH - 04/13/04 08:56 SHD - 04/13/04 08:56 HRS: 00:07 UNITS: 0.32 TOTAL: 07:49 UNITS: 17.57			
ME: 52 512 HEGON - 04/13/04 08:56 SHD - 04/13/04 08:56 HRS: 00:00 UNITS: 0.00			
PRICE: 4 LAST PRICE			

WALDORF

WHITE - ACCURATE CANARY - CUSTOMER PINK - FILE BLACK - WARRANTY

WALDORF

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LOCAL (301) 843-2400 • ST. MARY'S CTY. (301) 884-0133 • FAX (301) 843-0334
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CUSTOMER SIGNATURE:

WHITE - ACCOUNTANT CANARY - CUSTOMER TIGER - FIRM TIGER - WARRANTY

PE04-870 8739



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CUSTOMER SIGNATURE: _____

CHOICE #1

DRIVER INFORMATION -- LICENSE: 491745

POLY OFFICE ONE

VEHICLE INFORMATION

VIN# 8V3B RAV4 5C1L00000 04/15/2004 0809413 ML 08 F-360 SD GRAY LICENSE NUMBER: 49

SKILL 01 RECDN 312 START TIME: 041404 1021 STOP TIME: 041404 1247

JRE 51

312 BEGIN - 041404 1409 END - 041404 1743 HRS: 03:34 UNITS: 3.87

JRE 52

312 BEGIN - 041404 1021 END - 041404 1409 HRS: 03:49 UNITS: 3.80
312 END - 041404 1743 END - 041404 1744 HRS: 001 UNITS: .02

TOTAL: 03:49 UNITS: 3.82

PRM: 3

LBS: 200



WHITE - PRESENTATION CANARY - CUSTOMER PINK - FILE BLUE - WARRANTY

PE04-078 8741



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CUSTOMER SIGNATURE:

INVOICE #1		DRIVER/BUYER INFORMATION - INVOICE #62032	
FOR OFFICE USE		VEHICLE INFORMATION	
TAG: 6670 MAY 539 LARSON, DAVIDSON 04/20/2004 1290047-NL 03 H-350 SD 6982		LICENSE NUMBER: PA [REDACTED]	
IF YOU HAVE ANY QUESTIONS - PLEASE SEE WALTER CANARY CUSTOMER HAS BEEN NOTIFIED VEHICLE IS READY. ALL WORK AND ANY CHARGES HAVE BEEN ORIGINALLY DETAILED			
DATE:	TIME:	PAGE 2	
MCS:			

