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

This is [redacted] Arbitration

Assessment of damages is/[redacted] Required

MAR 0 8 2005

ATTEST

JUL 3 0 2004

J. COURTNEY

GORBERG, GORBERG & ZUBER
BY: DAVID J. GORBERG
IDENTIFICATION NO. 53084
SUITE 2040
1234 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107
(215) 563-7210
ATTORNEY FOR Plaintiff

[redacted]
Salisbury, PA[redacted]

vs.

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

COURT OF COMMON PLEAS
DIVISION

JULY 2004 *TERM,*

004263

No.

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 GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
One Reading Center
1101 Market Street
Philadelphia, Pennsylvania 19107
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desea defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acción en el plazo de veinte (20) días después de esta queja y su aviso, incorporando un aviso escrito personalmente o y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted el abogado le advierte que que si usted no puede hacer así que el caso puede proceder sin usted y un juicio se puede incorporar contra usted corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o relevación pedida por el demandante. Usted puede perder el dinero o la características de otro derechos importantes a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURÍDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGÚN HONORARIO.

SERVICIO DE REFERENCIA LEGAL
One Reading Center
1101 Market Street
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333

PE84-679 6868

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

[redacted]	: COURT OF COMMON PLEAS
Salisbury, PA [redacted]	: 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 a [redacted] Salisbury, PA 15558.

2. Defendant, Ford Motor Company, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with it's 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 22, 2003, Plaintiff purchased a 2003 Ford Excursion (hereinafter referred to as the "vehicle") manufactured and warranted by Defendant bearing the Vehicle Identification Number 1FMSU45F53E[redacted] The vehicle was purchased in the State of Maryland and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, and interest but, excluding other collateral charges not specified, totaled 48,143.93.

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.

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 22, 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 were not limited to defective engine.

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

14. 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.

15. 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
MARYLAND AUTOMOBILE LEMON LAW CLAIM

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

17. Plaintiff is a "Consumer" as defined by §14-1501.

18. Defendant is a "Manufacturer" as defined by §5-201(b), (c), and (e) of the Transportation Article.

19. Plaintiff's vehicle is a "Motor Vehicle" as defined by §14-1501 (b) of the Commercial Law Articles.

20. Said vehicle experienced non conformities within the first fifteen (15) months following the date of original delivery, which substantially impairs the use, value and safety of said vehicle.

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

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

23. 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 legalandequitable relief.

24.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 changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

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

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

30. 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.

31. Defendant failed to make effective repairs.

32. 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.

33. 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.

34. 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 changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

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

36. 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.

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

38. 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.

39. 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.

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

41. 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 changes and attorney fees. Amount not in excess of $50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

42. Plaintiff hereby incorporates all the paragraphs of this Complaint by

reference as if set forth at length herein.

43. 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.

44. 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.

45. 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 changes and attorney fees. Amount not in excess of $50,000.00.

GORBERG AND ZUBER

BY:_____
DAVID J. 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 Rhett Saylor
Rhett Saylor

Date: 9-19-09

[redacted]

#72540 Repeaters

2 different several calls

[redacted]

DATE THREE FORM MANUFACTURED PART 7 3 92100

Excursion

SAYLOR

84.1555.B

[redacted]

DATE AND ODOMETER AT TIME OF VEHICLE ARRIVAL

DATE | ODOMETER NO. TENTHS

DATE AND ODOMETER AT TIME OF VEHICLE RELEASE

DATE | ODOMETER NO. TENTHS

DATE OF SALE 8 24 03

ODOMETER NO. TENTHS 7814 6 86 0K

DATE OF REPAIR

CUSTOMER COPY

[redacted]

PARTS

PART	TASK	SUPPLY	PRICE
1 2E32	12A650	AF	[illegible]
1 FB12	6G015	AA	Relay
			328 30
			301 55

QTY	LABOR OPERATION NO.
1	1265D
1	1265DXL
1	1265DXS
1	1265DXS
1	9527AT
1	9968A
1	996EB
1	1265D6

QTY	TECH ID	DESCRIPTION OF COMPLAINT	CUSTOMER PAYING CODE
1		Repair for Rough Idle & Engine Runs when Cold	
1		IN MORNINGS	
1		INITIAL STARTING (DIY)	

[redacted]

[redacted]

[redacted]

Salisbury, PA

[redacted]

DATE AND ODOMETER AT TIME OF VEHICLE RECEIPT

DATE | ODOMETER NO TENTHS

MO. DAY YR.

DATE AND ODOMETER AT TIME OF VEHICLE RELEASE

DATE | ODOMETER NO TENTHS

MO. DAY YR.

Customer Signature

R.W. 3-23-04

1FMSU45F53E

DATE OF SALE | ODOMETER NO TENTHS | DATE OF REPAIR

MO. DAY YR. | 87 | 3 23 04

[redacted]

PARTS

[redacted]	[redacted]	[redacted]	[redacted]
F812	6C673	AA	Solenoid 118-97
			91 48
			20-87

[redacted]	[redacted]	[redacted]	[redacted]
2	1	605F	1
	1	605F1	1
	1	605F1A	1
	1	605F7	1
	1	605F8	1
	1	605F12	1
	1	MT 6C673	1

[redacted]

[redacted]	[redacted]	[redacted]
	Repair for noise	
	W/ Exhaust Kit	
	R.R.M. Surge	
	After Engine Stop	
	TC warning light	
	(MT) no [illegible]	
	Time to R&R Bracket	
	Pressure Solenoid Kit	
		DG
	Submitted 3/24/04	

APR-15-2004 THU 12:42 PM RIVERSIDE MOTOR SALES 814 385 3108

FOREMAN COPY

P.03

PSB4-070 0070

MISCELLANEOUS EXPENSE
- LOANER DAYS RATE AMT.
- REFUND AMOUNT
- TOWING: AMOUNT
- HANDLING FREIGHT: AMOUNT
- OTHER: AMOUNT

KEY: THE "KEY" COLUMN IS USED TO INDICATE THREE FUNCTIONS: "N" FOR NET PRICING, "A" FOR ACTUAL PRICE, AND "R" FOR REMANUFACTURED PART.

12900

[redacted]

Salisbury PA

[redacted]

1FMSU45F53E[redacted]

DATE OF SALE	ODOMETER (NO TENTHS)	DATE OF REPAIR
4 22 03	10779	6 15 04

DEALER REPAIR COPY

Program Code	Time Work Done	Approval No. 1	Approval No. 2	Parts Sub Total	Parts Allow Total	CORE	Parts Total	Labor Total	Misc Total	Apply Allowance Hrs. / Amount	Tax Amount	Customer Participation	Dealer Participation	Repair Total
COLUMN TOTAL BOXES - - - >														

PARTS																
PART#	BASIC	SUFFIX	NAME	KEY	QTY.	EACH	AMOUNT	CORE	CORE CODE	PART NBR	LABOR OPERATION NO.	SUGGD TIME	AMOUNT	OPER. CODE	TECH ID	DESCRIPTION OF CONCERN
F0UZ 9F479	BA		MAP SENSOR		1		49.02		02	1				1		Repair for Surge
														1		Erratic Idle
														1		Engine noise
														1		Acce Initial STARTS
														1		moving - QUITS
														1		when warmed up

FORM H-347 - REV. 1/97 (SEPARATE)

FEB4-878 8871

MARYLAND SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	CREDITOR (Seller Name and Address)
[redacted] SALISBURY PA [redacted] SOMERSET	BOONS FORD OF BALTIMORE 6970 SECURITY BLVD. BALTIMORE MD 21244

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
EW 03	FORD	EXCURSION	00000	1FMSU45F53E[redacted]	X ☐ Personal ☐ Agricultural ☐ Commercial

Trade-In: 2001 FORD (Year and Make) — Gross Allowance $ 22,850.00 — Amount Owing $ 15,309.99

AMOUNT FINANCED

1. Cash Price $ 14340.00 (1)
2. Down Payment
   - Third Party Rebate Assigned To Creditor $ N/A
   - Cash Down Payment $ 3000.00
   - Pickup Payment due N/A $ N/A
   - Trade-In (Description Above) $ 7540.01
   - Total Down Payment $ 13540.01 (2)
3. Unpaid Balance of Cash Price (1 minus 2) $ 10799.99 (3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)
   - To Public Officials
     - (i) for license, title & registration fees $ 147.50
     - (ii) for filing fee $ 20.00
     - (iii) for taxes (not in Cash Price) $ 1289.57 — $ 1457.07
   - To Insurance Companies for:
     - Credit Life Insurance $ N/A
     - Credit Disability Insurance $ N/A
     - N/A $ N/A
     - To STATE OF MARYLAND for TITLE TAX $ 2.00
     - To FORD ESP for EXTENDED SVC. CONT. $ 395.00
     - To ____ for ____ $ N/A
     - To ____ for ____ $ N/A
   - Total $ 1854.07 (4)
5. Amount Financed (3 plus 4) $ 12654.06 (5)

AMOUNT FINANCED AND TOTAL SALE PRICE

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment of $13540.01
1.90 %	$ 1949.86	$ 12654.06	$ 14603.92	$ 26193.93

Payment Schedule	Number of payments	Amount of Each payment	When Payments are due
Your payment schedule will be:	71	$ 460.61	MAY 06/06/09
	1 final	$ 460.61	MAY 06/06/2009
	☐	$	

INSURANCE

VEHICLE INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE.

INSURANCE DOES NOT COVER PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ Credit Life N/A — Insurer
$ N/A — Premium — Insured(s)
Signature(s)

☐ Credit Disability N/A — Insurer
$ N/A — Premium — Insured
Signature

☐ N/A Other Optional Insurance — N/A Term
N/A Insurer — $ N/A Premium
Signature

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You are required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

PE04-078 8672

Prepayment: If you pay off your debt early, you will not have to pay a penalty.
Late Payment: You must pay a late charge on the portion of each payment received more than 15 days late. The charge is 7.5 percent of the late amount or $50.00, whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

[redacted] signed by you and the Creditor.

BUY[redacted] CO-BUYER: _____

YO[redacted] E READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE TO TH[redacted]

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract that you sign.

The law of Maryland applies to this contract including Title 12, Subtitle 10 of the Maryland Commercial Law Article.

[redacted] and completely filled in copy of this [redacted] Co) Buyer Signs

By signing below, the Seller accepts this contract. If no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

[redacted] FORD OF BALTIMORE By _____ [redacted] MGR

Buyer (and Co-Buyer) acknowledges receipt of a completed copy of this contract prior to signing. [redacted] Initials

FC 1701849 Aug 02 (Previous editions may NOT be used)
MD

☐ Fire-Theft-Combined Additional Coverage
☐ Towing and Labor
☐ Term N/A Months (Estimate)
Premium $ N/A

Program No. 3184

QUESTIONS?

Ford Credit

PLEASE CALL US AT 1-800-727-7000
or
Visit us at www.fordcredit.com
02-001

1-410-298-3800

TRUTH IN LENDING PLY

1289

SEE BACK FOR ADDITIONAL AGREEMENTS

Ford Motor Credit Company Preferred Payment Plan Enrollment Authorization

fordcredit.com

Step 1: Please print your name and account number/vehicle identification number as shown on your Ford Credit payment invoice/contract.

Step 2: Record bank/credit union name, address, account number, and routing number.

Step 3: Sign and date the authorization form.

Complete Steps 4 and 5 only if the bank/credit union account is maintained in a name other than yours.

FC-1820 Aug

Step 4: Please print the bank/credit union account owner's name on the line labeled "Bank/Credit Union Account Owner's Name" and supply that account owner's Social Security number.

Step 5: The bank/credit union account owner must sign and date the authorization form.

Step 6: Return the completed Ford Credit copy of the form with one voided check or savings deposit slip. Keep the other copy of the form for your records. Information contained on the check or savings deposit slip is used by Ford Credit and your Bank/Credit union to properly complete the enrollment process.

Questions?
Give us a call 1-800-727-7000

We hereby request and authorize Ford Motor Credit Company ("Ford Credit") to initiate electronic fund transfers from the bank/credit union account named below on dates between Ford Credit and the bank/credit union named below, or to draw by electronic funds transfer from the bank/credit union account named below funds payable to Ford Credit. This authorization covers the schedule of payments or other amounts due as described in the contract. This authorization may be canceled at any time by Ford Credit. We may cancel this authorization by contacting Ford Credit orally or in writing and said cancellation shall be effective five (5) business days after receipt of request.

Customer Name _____
Ford Credit Account Number _____
Bank/Credit Union Name _____
Bank/Credit Union Address _____
Bank/Credit Union Account Number _____
Bank/Credit Union Routing Number _____
Customer Signature _____
Date _____

Complete if the bank/credit union account is in a name other than yours.

Bank/Credit Union Account Owner's Name _____

Bank/Credit Union Account Owner's Social Security Number _____

Bank/Credit Union Account Owner's Signature _____ _____

Date _____

Mail to: Ford Credit, P.O. Box 54200
Omaha, NE 68154-8200

Ply 1 - Ford Credit Copy Ply 2 - Customer Copy

PE94-878 0873

401

BUYER'S ORDER

DATE	STOCK NO.	CAR/VIN NO.
04/22/03	38813216	767904

OWNER FULL NAME	PHONE	SOCIAL SECURITY NO.	DATE
[redacted]	[redacted]	[redacted]	01/13/5[illegible]
CO-OWNER FULL NAME	BUS. PHONE	SOCIAL SECURITY NO.	AGE
	[redacted]		

ADDRESS	CITY	STATE	ZIP CODE	COUNTY
[redacted]	SALISBURY	PA	[redacted]	SOMERSET

E-MAIL

PURCHASE OF THIS ORDER IN ON THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE, WITHOUT ALTERATION OR ADDITION, ALL OF WHICH I HAVE READ AND AGREE, BY MY SIGNATURE BELOW, SHALL BE BINDING UPON ME UPON ACCEPTANCE BY YOUR REPRESENTATIVE, FOR THE FOLLOWING VEHICLE.

☐ NEW
☐ USED/CERTIFIED
☒ USED

YEAR	MAKE	MODEL	BODY TYPE	COLOR	KEY NO.	ODOMETER READING
2003	FORD	EXPEDITION	4DR SPORT	BLUE	00433	4

DRIVER'S LICENSE	VOLUNTEER	VEHICLE IDENTIFICATION NO.
[redacted]	N/A	1FMPU15L[redacted]

OPTIONAL EQUIPMENT	MANUFACTURER'S CHARGES	
STANDARD EQUIPMENT		
60 DAYS 795.00	LESS: SPECIAL ALLOWANCE	[illegible]
	NO ADDS	
	EXTENDED WARRANTY	395.00

DEALER PROCESSING CHARGE (Not required by law)	25 00
CASH SALE PRICE	14,725.00
Plates 93.50 Transfer N/A Temp 15.00 Lien 20.00 Title 43.06 Electronic Fee 20.00 Tire Tax 2.00 Sales Tax	168.50
TOTAL CASH DELIVERED PRICE	1,339.57
Less Credits:	16,184.07
Deposit	5,000.00
Trade In Allowance On	$ 22,850.00
Balance Owed to	15,305.99
Net Allowance On Trade	7,540.01
Total Credits	12,540.01
TOTAL CASH DUE ON DELIVERY	3,643.93

ANG/GM-AMOUNT FINANCED

DESCRIPTION OF TRADE-IN	VIN	MILEAGE USED CAR
	1FMPU15L[redacted]	13670

MAKE	MODEL	YEAR	MILEAGE
FORD	EXPEDITION	2001	

DATE INSURANCE	POLICY NUMBER	EXPIRES
	[illegible]	[illegible]

Liability insurance for bodily injury or property damage is not included in the purchase.
As to used vehicles, information on the window forms part of this agreement and the information on the window form makes any contrary provisions in this agreement void.

NOTICE TO BUYER(S)

1. The Hartford Extended Warranty Endorsement Act gives you certain additional rights against the manufacturer or factory branch in the event your new car does not conform to all applicable manufacturer's warranties during the first 18 months of ownership or 15,000 miles of the car's operation, whichever comes first. To preserve your rights under the law, you must send the non-conformity, defect, or condition by prior written notice to manufacturer or factory branch by certified mail, return receipt requested.
2. Buyer warrants that the individual trade-in vehicle is complete and agrees to pay the dealer any difference between the amount stated above and the actual amount due, and agrees that the trail car may be impounded by the amount of the difference.
3. The other terms on the back of this Agreement constitute a part of this agreement.
4. Any modification of this Agreement must be in writing, signed by an authorized management representative of the dealer.
5. Buyer certifies that he, she, they are over 18 years of age.
6. Has Car Buyer(s) certified that he, she, they have been given the opportunity to read the owners manual including the manufacturer's special warranty and explanatory information.

Dealer Signature

Buyer's Signature

I (we) acknowledge receipt of a copy of this agreement. I (we) understand that there are no oral agreements or representations, except as stated above and on the back, and I (we) agree to the terms

Ordered by: 003113 CHRIS L BOWMAN

CF

CITATION

[redacted]

3RD JUDICIAL DISTRICT COURT

VERSUS

NO. 49947

RUSTON FORD LINCOLN MERCURY INC ET AL

PARISH OF LINCOLN, LOUISIANA

STATE OF LOUISIANA:

TO: FORD MOTOR COMPANY THROUGH ITS
AGENT FOR SERVICE-C T CORPORATION
SYSTEM-8550 UNITED PLAZA BLVD
BATON ROUGE LA 70809

YOU ARE HEREBY CITED to comply with the demand contained in the petition, a certified copy of which accompanies this citation, (exclusive of exhibits). Alternatively, you should file an answer or other pleading to said petition in the office of the Clerk of the Third Judicial District Court, in the Lincoln Parish Courthouse Ruston, Louisiana, within fifteen (15) days after the service hereof. Your failure to comply herewith will subject you to the penalty of entry of default judgment against you.

WITNESS THE HONORABLE JUDGES of said Court, this AUGUST 23, 2004

LINDA COOK, CLERK OF COURT

By: _____
Deputy Clerk of Court
Lincoln Parish

*Also attached are the following documents:

SHERIFF'S RETURN
LINCOLN PARISH SHERIFF DEPT

DATE _____ 20___
SERVED _____
PERSONAL ( ) _____
DOMICILIARY ( ) ON _____
UNABLE TO LOCATE MOVED( ) NO SUCH ADDRESS ( )
OTHER REASON _____
RECEIVED TO LATE FOR SERVICE ( )
SERVICE OF WITHIN PAPERS
COSTS PER $ _____ MILEAGE $ _____ TOTAL $ _____

DEPUTY _____

PEB4-078 0675

[redacted] : THIRD JUDICIAL DISTRICT COURT

VERSUS NO. 4847 : PARISH OF LINCOLN

RUSTON FORD- LINCOLN-MERCURY, INC., ET AL : STATE OF LOUISIANA

FILED: AUG 2 0 2004 : S/CATHY FRECHETTE
DEPUTY CLERK OF COURT

PETITION

NOW INTO COURT, through undersigned counsel comes [redacted] a major resident and domiciliary of Lincoln Parish with respect shows and avers as follows to-wit:

1.

Made defendant's herein are as follows:

RUSTON FORD-LINCOLN-MERCURY, INC., who can be served through its Agent for Service of Process Gary D. Hoover, 500 North 7th Street, West Monroe, Louisiana 71291;

FORD MOTOR COMPANY, who can be served through its Agent for Service of Process, C. T. Corporation System, 8550 United Plaza Blvd., Baton Rouge, Louisiana 70809; and

TIMOTHY RYAN MABOU, a major resident and domiciliary of Lincoln Parish, who can be served at his place of employment, Ruston Ford.

2.

Petitioner purchased a 2003 Ford Excursion automobile from the defendant RUSTON FORD-LINCOLN-MERCURY, INC., on or about August 20, 2003, which will more fully appear from the vehicle invoice, a copy of which is attached hereto and made a part hereof marked Exhibit "A".

3.

The vehicle which was purchased and described in Exhibit "A", was manufactured by the defendant FORD MOTOR COMPANY.

A True Copy of the Original on File
This August 23, 2004
Cathy Frechette
Dy. Clerk, District Court

4.

During the course of negotiations of the purchased vehicle petitioner had conversation's with TIMOTHY RYAN MABOU who had at all pertinent times hereto as an

Law Offices of
Chris L. Bowman
Attorney At Law
P.O. Box 190
Jonesboro, Louisiana 71251

agent or employee of defendant, RUSTON FORD-LINCOLN-MERCURY, INC., in the course of those conversations, petitioner specifically asked if the vehicle had ever had any problems which was responded to by the defendant TIMOTHY RYAN MABOU in the negative.

5.

The statements made by the defendant TIMOTHY RYAN MABOU and imputed to his employer RUSTON FORD-LINCOLN-MERCURY, INC., were at the time known by TIMOTHY RYAN MABOU and his employer to be false when in fact the vehicle had, had problems with the injectors prior to the sale of the vehicle.

6.

At the time of the sale of the vehicle described in Exhibit "A", the vehicle contained redhibitory defects which had petitioner known about the defects he would not have purchased the vehicle.

7.

The defects which the vehicle has include but are not limited to the following:

1. Problems with the injector system, which caused the vehicle to become inoperative. Since the purchase of the vehicle of petitioner has been in the shop numerous occasions to include but not limited to the following: Less than two (2) weeks after purchasing the vehicle on August 20, 2003, vehicle was in the shop for approximately two (2) weeks for problems with the injectors.
2. On or about October 8, 2003, the vehicle broke down again and was taken to the shop and vehicle was having problems with the injectors. After keeping the vehicle for approximately seven (7) days, the vehicle was returned to petitioner.
3. During the month of November, a fuel warning light came on indicating water in the fuel and the vehicle was brought to the shop for this condition and was told that it was a faulty sensor and a part would have to be ordered.
4. Thereafter, on or about April 5, 2004, the vehicle broke down again due to bad injectors and stayed in the shop on this occasion two (2) days.
5. On or about April 11, 2004, the vehicle broke down again with bad injectors

Law Offices of
Chris L. Bowman
Attorney At Law
P.O. Box 190
Jonesboro, Louisiana 71251

and was once again in the shop for a period of twelve (12) days.

6. On or about April 26, 2004, the vehicle broke down again and was in the shop for a period of eighteen (18) days and returned to petitioner on or about May 14, 2004 from April 26, 2004 due to bad injectors and returned to him on May 14, 2004. Mysteriously during the time period the vehicle was in the shop between April 26, 2004 through May 14, 2004, the defendant's herein put one thousand two hundred (1,200) miles on the vehicle.

8.

Petitioner shows that defendant RUSTON FORD-LINCOLN-MERCURY, INC. as well as defendant, FORD MOTOR COMPANY knew or should have known of the defects in the vehicle at the time of the sale August 20, 2003.

9.

Redhibitory defects which the vehicle possesses or such that the vehicle is absolutely useless to petitioner, as it is not dependable and petitioner further shows that the defendant TIMOTHY RYAN MABOU and his employer RUSTON FORD-LINCOLN-MERCURY, INC., well knew that the vehicle had problems with the injectors at the time of the sale and intentionally defrauded petitioner of misrepresenting that fact to petitioner.

10.

Petitioner shows that he is entitled to the recission of sale and return of the entire purchase price as well as reasonable expenses associated with the purchase of the vehicle to include insurance, finance charges, reasonable attorneys fees associated with bringing this cause of action. In addition, to having a cause of action in redhibition, petitioner shows and avers that sale of the vehicle described in Exhibit "A" violates Louisiana Lemon Law and therefore petitioner is entitled to recission of sale pursuant to Louisiana Revised Statute 51:1941, et seq.

11.

In addition to fraudently misrepresenting to petitioner the mechanical condition of the vehicle, TIMOTHY RYAN MABOU acting during the course and scope of his employment misrepresented to petitioner the status of his credit report indicating that he had problems with his credit thus fraudently inducing petitioner into financing through the dealership at a much higher interest rate than what he was entitled to. Petitioner shows that

Law Offices of
Charles L. Bowman
Attorney At Law
P.O. Box 190
Jonesboro, Louisiana 71251

the conduct of the defendant TIMOTHY RYAN MABOU constitutes consumer finance fraud and accordingly the financing and security agreement executed by petitioner was executed in violation of the truth and lending disclosure act entitling petitioner to rescind the security agreement and recover the entirety of all sums paid by petitioner pursuant to the consumer of financing contract which was previously executed by petitioner, a copy which is attached hereto and made a part hereof marked Exhibit "B".

12.

In addition to other specific damages which petitioner is entitled to recover in these proceedings which are outlined herein above, petitioner is entitled to recover additional damages reasonable in the premises which include but not limited to the following:

Loss of use of the vehicle which was purchased by petitioner, together with mental anguish and inconvenience as well as other damages more fully shown at the trial hereof for the fraudulent misrepresentations which are occasioned as a result of the fraudulent misrepresentations of the defendant's herein.

WHEREFORE, PETITIONER PRAYS that after due proceedings had that there be judgment herein in favor of petitioner and against the defendant's RUSTON FORD-LINCOLN-MERCURY, INC., FORD MOTOR COMPANY and TIMOTHY RYAN MABOU for damages reasonable in the premises together with judicial interest from date of judicial demand and for all costs of these proceedings.

FURTHER PRAYS that this Honorable Court order a rescision of the sale and order that the defendant's reimburse petitioner the entirety of the purchase price together with expenses associated with the purchase of the vehicle to include but not limited to finance charges, insurance charges and other consequential expenses incurred by petitioner together with reasonable attorneys fees.

FURTHER PRAYS for necessary orders and for just and equitable relief.

CHRIS L. BOWMAN #18131
ATTORNEY AT LAW
330 EAST MAIN STREET
P. O. BOX 190
JONESBORO, LA 71251
318/259-6200

Law Offices of
Chris L. Bowman
Attorney At Law
P.O. Box 190
Jonesboro, Louisiana 71251

[redacted]	:	THIRD JUDICIAL DISTRICT COURT
VERSUS NO. 49947	:	PARISH OF LINCOLN
RUSTON FORD, LINCOLN, MERCURY, INC., ET AL	:	STATE OF LOUISIANA
FILED: AUG 2 0 2004	:	S/CATHY FREGHETTE DEPUTY CLERK OF COURT

VERIFICATION

BEFORE ME, the undersigned authority, personally came and appeared [redacted] who, after being duly sworn, did depose and state that he has read the above and foregoing Petition and all allegations contained therein are true and correct to the best of his information, knowledge and belief.

[redacted]

SWORN TO AND SUBSCRIBED before me on this the 20th day of AUGUST, 2004.

S/Glenis Bowman
NOTARY PUBLIC

Law Offices of
Chris L. Bowman
Attorney At Law
P.O. Box 190
Jonesboro, Louisiana 71251

VEHICLE INVOICE

Ruston FORD [redacted]
LINCOLN-MERCURY, INC.
mail@rustonford.com

801 N. Service Rd. East
P.O. Box 90 - Ruston, LA 71273-0090
(318) 255-2590

14844

CUSTOMER # 51003

08/20/03

SOLD TO: [redacted]
DUBACH LA [redacted]

WORK NO. 30995 DATE

SALESMAN TIMOTHY RYAN MABOU

YEAR	MAKE	MODEL	BODY STYLE	NEW/USED	KEY NO.
2003	FORD	EXCUR	4X4	NEW	

VIN: 1FMSU43P13E[redacted]
UPHOLSTERY:
TRANSMISSION NO.:

INSURANCE COVERAGE REQUIRED
☐ FIRE AND THEFT
☐ COLLISION - ANT. DEDUCT.
☐ PUBLIC LIABILITY - ANT.
☐ PROPERTY DAMAGE - ANT.

OPTIONAL EQUIPMENT AND ACCESSORIES

QUOUP	DESCRIPTION	PRICE
NEW VEH.-FACTORY INSTALLED:		
	COLOR: GREEN	
	MILEAGE: 6760	

PRICE OF VEHICLE	44296.00
	N/A
	N/A
REBATE (-)	3000.00
	N/A
SALES TAX	2787.48
DELIVERED PRICE	~~44083.48~~
DETAIL:	
OPTIONAL EQUIP. & ACC.:	
FACTORY INSTALLED	
DEALER INSTALLED	
DOC FEE	35.00
LIC/TIT/REG	138.50
NOTARY FEE	15.00
CONV FEE	10.00
SALES TAX	~~4426.98~~
TOTAL CASH PRICE	4602.22
COST OF FINANCING	N/A
COST OF INSURANCE	
TOTAL TIME PRICE	48884.20
DEPOSIT: REBATE	3000.00
CASH ON DELIVERY	10000.00
TRADE-IN ____	N/A
LESS LIEN ____	N/A
YEAR / MAKE	
MODEL / BODY	
VIN	
PAYMENTS: 60 @ 648.07	38884.20
AT	
TOTAL	48884.20

DEALER NO. N-2003-00271 SALESMAN NO. N-2003-03743

SWORN AND SUBSCRIBED BEFORE ME THIS DAY AUGUST 20 OF 03

NOTARY PUBLIC BY RUSTON FORD-LINCOLN-MERCURY, INC.

NAME OF FINANCE COMPANY: FORD MOTOR CREDIT COMPANY

PURCHASER'S SIGNATURE

THE PURCHASER AUTHORIZES THE DEALER TO INSTALL THE OPTIONAL EQUIPMENT, ACCESSORIES AND SERVICES NOTED HEREON. THE TOTAL PRICE THE PURCHASER AGREES TO PAY FOR THE VEHICLE AS NEGOTIATED AND ACKNOWLEDGES RECEIPT OF THIS CARD AND A COPY OF THIS INVOICE

EXHIBIT A

EXHIBIT

B

SIMPLE INTEREST PROPERTY RETAIL INSTALMENT CONTRACT

DATE 08/20/200

Name and Address (Include Parish and Zip) of Co-Buyer, if any; Social Security # /Federal Tax Identification 408- 49 9657

[redacted]
[redacted]
TALCOM LA [redacted]

CREDITOR (Seller Name and Address)

RUSTON FORD LINC/MERC INC.
901 W. SERVICE RD. EAST
RUSTON LA 71273-0090

You, the Buyer (and Co-Buyer, if any), may buy the property described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the property on credit under the agreements on the front and back of this contract.

New/Used	Year and Make	Model	GVWR Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
NEW	2003 FORD	ESCUR		1FMSU43P13 [redacted]	☒ Personal ☐ Agricultural ☐ Commercial

Trade-In _____ Year and Make $ N/A Gross Allowance $ N/A Amount Owing

itemization of amount financed

1. Cash Price ..... $ 44296.00 (1)
2. Down Payment
   - Third Party Rebate Assigned To Creditor ..... $ 3000.00
   - Cash Down Payment ..... $ 10000.00
   - Deferred Down Payment Date ..... $ N/A
   - Trade-In (Description Above) ..... $ N/A
   - Total Down Payment ..... $ 13000.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2) ..... $ 31296.00 (3)
4. Amounts Paid On Your Behalf (Seller may be retaining a portion of these amounts)
   - To Public Officials
     - (i) for license, title & registration fees $ 114.50
     - (ii) for official fees $ 10.00
     - (iii) for taxes (not in Cash Price) $ 2787.40 $ 2911.90
   - To Insurance Companies for:
     - Credit Life Insurance ..... $ N/A
     - Credit Disability Insurance ..... $ N/A
     - RUSTON FORD LMSP.EEE & TEMPTAG $ 14.00
     - To RUSTON FORD for DLC/NOTARY/COMM EEE $ 60.00
     - To _____ for _____ $ N/A
     - To _____ for _____ $ N/A
     - To _____ for _____ $ N/A
     - Total ..... $ 2985.98 (4)
5. Amount Financed (3 plus 4) ..... $ 34281.98 (5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your down payment of $ 13000.00
4.99 %	$ 4602.27	$ 34281.98	$ 38884.20	$ 51884.20

Payment Schedule -	Number of Payments	Amount of Each Payment	When Payments are due
Your payment schedule will be:	59	$ 648.07	(monthly starting) 10/04/2003
	1 final	$ 648.07	

INSURANCE

PROPERTY INSURANCE MAY BE OBTAINED FROM A PERSON OF YOUR CHOICE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.

Any insurance provided under this contract will not satisfy the requirements of the Louisiana Motor Vehicle Safety Responsibility Law. All motorists are required by law to be covered by an automobile liability policy with legally prescribed liability limits. Failure to meet such limits will subject the consumer to penalties which may include the suspension or revocation of driving privileges.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ Credit Life _____ Insurer
$ N/A Premium _____ Insured(s)
_____ Signature

☐ Credit Disability _____ Insurer
$ N/A Premium _____ Insured
_____ Signature

☐ Other Optional Insurance _____ Term N/A
_____ $ _____ Premium
Insurer
_____ Signature

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

Buyer is required to insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of

P2004-072 00002

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

[redacted]	)	
	)	
Plaintiffs,	)	
	)	CV0404660
v.	) Civil Action No.:	
	)	FILED IN OFFICE
FORD MOTOR COMPANY,	)	
	)	AUG 02 2004
Defendant.	)	
	)	ANNE-MARIE ADAMS
	)	Clerk

COMPLAINT

Come Now the Plaintiff in the above styled case, through counsel, and aver as follows:

Parties and Jurisdiction

1. Plaintiff is resident of legal age residing in Jefferson County, Alabama.

2. Defendant Ford Motor Company ("Ford") is a corporation that regularly does business in Jefferson County, Alabama. Ford manufactured the 2003 Ford F-350 VIN 1FTWW33PX3[redacted] ("F-350") of which vehicle is the subject of this action.

Count One (Lemon Law)

3. Plaintiff adopts, incorporates and re-alleges the averments of all preceding paragraphs and as to Defendant Ford, Plaintiff further avers as follows.

4. Plaintiff has experienced serious defects, problems, nonconformities and poor quality in the vehicle, including but not limited to problems the fuel injection, problems with the engine idle, problems with the rear differential, and problems with the transmission. Plaintiff is currently experiencing problems the engine idle and the rear differential.

5. Said defects, problems, nonconformities, and poor quality have adversely affected the use, safety and the value of the vehicle to the Plaintiff.

6. Plaintiff returned the vehicle to authorized servicing dealers for repairs of the above stated problems and defects, under the manufacturer's warranty, on numerous occasions.

7. The problems that Plaintiff has experienced were not adequately or timely repaired.

8. Plaintiff properly notified Ford or its authorized agent of the problems,

defects and nonconformities in the vehicle and gave the Ford or its authorized agent reasonable opportunity to inspect, service, and/or repair said nonconformities and problems, including mailing a certified letter to the manufacturer.

9. On March 17, 2004 the letter attached as Exhibit A, was mailed to Ford by United States Postal Service, Parcel No. 7099 3400 0006 4485 0627.

10. Ford received said letter, and its enclosures, on March 22, 2003 as evidenced by the signature of Ford's agent shown on Exhibit B, the certified mail receipt.

11. Plaintiff has exhausted his attempts to remedy said problems through Ford's Dispute Settlement Board.

WHEREFORE, Plaintiff demands judgment under Alabama's Lemon Law against Defendant Ford for repurchase of the vehicle including:

(A) The full contract price or capitalized cost paid by Plaintiff;

(B) All collateral charges incurred by Plaintiff;

(C) All finance and lease charges incurred by Plaintiff;

(D) All incidental and consequential damages to which the Plaintiff may be entitled; and

(E) Reasonable attorney's fees; plus all other relief, whether legal or equitable, to which the Plaintiff may be entitled under Alabama's Lemon Law, CODE OF ALABAMA (1975) § 8-20A-1 *et seq.*

Count Two (Breach of Warranty-UCC and Magnuson Moss Warranty Act)

12. Plaintiff adopts, incorporates and re-alleges each and every allegation set forth herein above Plaintiff further avers as follows.

13. Plaintiff and Defendant Ford are subject to the provisions of Alabama's Uniform Commercial Code-Sales, Code of Alabama §7-2-101 *et seq.* Defendant Ford is a "seller" and Plaintiff's vehicle is a "good" and a "consumer good" pursuant to the Alabama UCC.

14. Plaintiff avers that under the circumstances of this case, the Defendant's warranties fail of their essential purpose.

15. Plaintiff is entitled to all damages available pursuant to Code of Alabama §7-2-714 and §7-2-715, including but not limited to damages for diminution of value, incidental and consequential damages, and mental anguish.

16. Defendant Ford breached its express written warranties by failing adequately to correct the problems, defects and nonconformities in said vehicle or by failing to do so within a reasonable amount of time, and/or by manufacturing and distributing a vehicle with defects in materials or workmanship.

17. As a proximate consequence of Defendant's breaches of warranty, Plaintiff has suffered the loss of value of the vehicle, and further, Plaintiff has suffered inconvenience, frustration, and mental anguish.

18. For the reasons set forth herein above, this action is subject the Magnuson-Moss Warranty Act, 15 U.S.C.A. Sec. 2301 *et seq.*

19. Plaintiff is a "consumer" and Plaintiff's" vehicle is a "consumer product" pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C.A. Sec. 2301.

20. Defendant Ford is both a "warrantor" and "supplier" pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C.A. Sec. 2301.

21. Defendant breached its express warranties with Plaintiff as stated herein and Plaintiff is entitled to all relief available pursuant to the Magnuson-Moss Act, including but not limited to attorney's fees and costs.

Limitation of Claim for Damages

22. Cumulatively, under Counts One and Two Plaintiff claims an amount, in the aggregate, not to exceed $49,999.99.

WHEREFORE, as to defendant Ford , Plaintiff claim all damages that may be available under the Alabama UCC, Alabama Case Law and the Magnuson-Moss Warranty Act, including but not limited to damages for breach of warranty, any appropriate equitable relief, all monetary losses, diminution of value, incidental and consequential damages and mental anguish plus attorney's fees, interest and all costs and expenses of litigation (pursuant to 15 U.S.C.A. Sec. 2310), along with any other relief to which plaintiff may be entitled under the Magnuson-Moss Warranty Act and Alabama law.

Keith McKerall
Attorney for Plaintiff
P.O. Box 59584
Birmingham, Alabama 35259-9584
(205) 939-0700

Plaintiff's Address:

[redacted]

Pinson, Alabama[redacted]

Defendant's Address:

Ford North America, Inc.
P.O. Box 191
Gardena, California 90248

[redacted]

NUMBER: 112247 "H"

16TH JUDICIAL DISTRICT COURT

VS.

PARISH OF ST. MARY

FORD MOTOR COMPANY

STATE OF LOUISIANA

PETITION FOR REDHIBITION AND DAMAGES

NOW INTO COURT, through undersigned counsel, comes Petitione[redacted] a resident of the lawful age of majority domiciled in Patterson, Louisiana, who alleges upon information and belief the following:

1.

Made Defendant herein is the following persons and/or entities who are justly and truly indebted unto your Petitioner, jointly and in solido, in a full and true sum as is reasonable in the premises, together with legal interest thereon from the date of judicial demand, until paid, and for all other just and equitable relief to which he may be entitled:

A) FORD MOTOR COMPANY, hereinafter "FORD," a foreign corporation authorized to do and doing business in the State of Louisiana whose agent for service of process is CT Corporation Systems, 8550 United Plaza Blvd., Baton Rouge, Louisiana 70809.

2.

On or about March 3, 2003, Petitioner [redacted] purchased a 2003 FORD F-250, VIN 1FTNW20P93[redacted] (hereinafter referred to as the "F-250" or the "vehicle"). The purchase price was approximately $30,000.00. The F-250 was purchased primarily for Petitioner's personal use.

3.

In fact, when delivered, the F-250 was defective in materials and workmanship. Within the first three months after purchase, Petitioner began experiencing defective conditions with the F-250 's engine having no power and rough idle. Petitioner has tendered his vehicle for repairs on six (6) separate occasions for a cumulative of 45 days.

4.

The F-250 is a "thing" under La. Civil Code Articles 2520, et seq.

5.

Defendant, FORD, is a "manufacturer" under La. Civil Code Articles 2520, et seq.

6.

Petitioner is a "buyer" under in La. Civil Code Articles 2520, et seq.

7.

Petitioner avers that the defects hereinabove described meet the definition of a redhibitory defect as defined in La. Civil Code Articles 2520, et seq.

8.

Petitioner avers that he has provided the Defendant sufficient opportunity to repair his defective F-250 and has requested that the Defendant replace the F-250, refund his money, or reduce the sales price. Defendant has refused his demands.

9.

Petitioner avers that he has performed each and every duty required of him under Louisiana Redhibition Laws, except as may have been excused or prevented by the conduct of the Defendant, as herein alleged.

10.

Petitioner avers that the Defendant are liable to him for the following non exclusive list of causes of actions:

A. Redhibition;

B. Breach of Contract;

C. Breach of Implied and Express Warranties; and/or

D. Negligent Repairs.

11.

As a direct and proximate result of defendant's willful violation of their obligations under the Louisiana laws, Petitioner has suffered the following:

A. Actual, consequential and incidental damages;

B. The loss of use of the F-250 while in the shop for repair;

C. The cost of repairs related to these defects; and

D. Attorneys' fees.

12.

Under La. Civil Code Articles 2520, et seq., Petitioner is entitled to recover a sum equal to the aggregate amount of costs and expenses, including attorney's fees, if Petitioner prevails in whole or part. As a proximate result of defendant's misconduct as alleged herein, and in an effort to protect his rights and to enforce the terms of the agreement as more particularly set forth above, it has become necessary for Petitioner to employ the legal services of Richard C. Dalton. Petitioner has incurred and continues to incur legal fees, costs and expenses in connection therewith.

WHEREFORE, PETITIONER, [redacted] that, after due proceedings are had, there be judgment in favor of your Petitioner and against the Defendant, FORD MOTOR COMPANY, all jointly and in solido, for the following:

A) Repurchasing or reducing the purchase price of the 2003 FORD F-250 including all collateral costs at the time of the sale, any and all finance charges, damages, together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sums awarded from the date judicial demand, until paid, and for all costs of these proceedings; and/or

B) A judgment herein in favor of Petitioner and against the Defendant, all jointly and in solido, for all damages and expenses sustained by Petitioner together with applicable penalties and attorney fees allowed by law, and with legal interest upon the entire sums awarded from the date judicial demand, until paid, and for all costs of these proceedings.

C) For such other and further relief as the court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED:

RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
202 Avenue B
Lafayette, Louisiana 70501
Telephone (337) 262-0700
Facsimile (337) 262-0679
Bar Roll No. 23017

PLEASE SERVE:

FORD MOTOR COMPANY,
through its agent of service
CT Corporation Systems
8550 United Plaza Blvd.
Baton Rouge, Louisiana 70809

CLERK'S OFFICE, FRANKLIN, LA
APR 0 2 2004
A true copy of the original
Attest: Jennifer R. Sylane
Dy. Clerk of Court

RECEIVED AND FILED
APR 0 2 2004
/s/ JENNIFER R. SPLANE
DY. CLERK OF COURT

PE04-070 0886

NUMBER: 04-119

FILED IN DISTRICT COURT
COOKE COUNTY, TEXAS

2004 MAR 12 PM 1:49

DIST. CLERK-PAT PAYNE

BY [illegible]
DEPUTY

[redacted]

IN THE DISTRICT COURT

235 JUDICIAL DISTRICT

VS.

COOKE COUNTY

FORD MOTOR COMPANY

STATE OF TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW INTO COURT, through undersigned counsel, comes Plaintiff, [redacted] who now petitions this Honorable Court as follows:

I. PARTIES

Plaintiff is an individual residing in Collinsville, State of Texas.

Defendant, **FORD MOTOR COMPANY**, hereinafter "FORD," a corporation authorized to do and doing business in the State of Texas whose agent of service is C.T. Corporation System, 350 N. St. Paul Street, Dallas, TX 75201; and

II. VENUE

Venue is proper in Cooke County, State of Texas pursuant to Section 15.002 of the Civil Practice and Remedies Code.

III. DISCOVERY

Plaintiff intends for discovery to be level I.

IV. STATEMENT OF FACTS

On or about October 4, 2003, Plaintiff, [redacted] entered into a motor vehicle purchase contract with Glenn Polk Auto Plex for the purchase of a 2003 FORD F-350, VIN 1FTWW32P93E[redacted] (hereinafter referred to as the "F-350" or the "vehicle"). The purchase price was approximately $36,596.17

Defendant, FORD, is the manufacturer and assembler of this vehicle.

Plaintiff's vehicle was accompanied by express warranties offered by Defendants and extending to Plaintiff. These warranties were part of the basis of the bargain of Plaintiff's contract for purchase of the vehicle.

In fact, when delivered, the vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods. Within the first month after purchase, Plaintiff began experiencing defective conditions with the F-350's engine stalling out. Said defects substantially impaired the use, value, and/or safety of the F-350. Many defective conditions have occurred since purchase, including, but not limited to:

1.) Engine stalling out on five separate occasions.

Despite Plaintiff's repeated efforts to allow Defendant the opportunity to repair the F-350, many nonconforming and defective conditions were never repaired and/or unable to be repaired. The F-350 continues to this day to exhibit some or all of the nonconformities described above.

V. DECEPTIVE TRADE PRACTICES

Plaintiff would show that Defendants engaged in certain false, misleading and deceptive acts, practices and/or omissions actionable under the Texas Deceptive Trade Practices - Consumer Protection Act (Texas Business and Commerce Code, Chapter 17.41, et seq.)

Defendants engaged in an "unconscionable action or course of action" to the detriment of Plaintiff as that term is defined by Section 17.45(5) of the Texas Business and Commerce Code, by taking advantage of the lack of knowledge, ability, experience, or capacity of Plaintiff to grossly unfair degree.

Defendants violated Section 17.46(b) of the Texas Business and Commerce Code, in that the Defendants:

(A) represented that goods or services are of a particular standard, quality, or grade, or that good are of a particular style or model, if they are of another;

(B) represented that a guarantee or warranty confers or involves rights or remedies which it does not have or involve;

(C) failed to disclose information concerning goods or services which was known at the time of the transaction with the intention to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed;

(D) the implied warranty of good and workmanlike performance; and

(E) the implied warranty of merchantability.

Plaintiff further shows that the acts, practices, and/or omissions complained of were the producing cause of Plaintiff damages more fully described herein below.

Plaintiff further shows that the acts, practices, and/or omissions complained of under Section 17.46(b) of the Texas Business and Commerce Code were relied upon by Plaintiff to Plaintiff's detriment.

Plaintiff has simultaneously sent the written notice, as required by Section 17.505, Texas Business and Commerce Code, and complied with all conditions precedent to the filing of this lawsuit.

VI. BREACH OF EXPRESS WARRANTIES

Defendants' advertisements and statements in written promotional and other materials contained broad claims amounting to a warranty that Plaintiff's F-350 or those similarly situated were free from inherent risk of failure or latent defects. In addition, the Defendants issued an expressed written warranty which covered the F-350 and warranted that the F-350 was free of defects in materials and work quality at the time of delivery.

As alleged above, the Defendants breached its warranties by offering for sale, and selling as safe to Plaintiff, a vehicle that was latently defective, unsafe, and likely to cause economic loss to Plaintiff. In breach of the foregoing warranties, the Defendants have failed to correct said defects.

The damages Plaintiff has suffered are a direct and proximate result of Defendants' actions in this matter include but are not limited to costs of repair, expenses associated with returning the vehicle for repeated repair attempts, loss of wages, loss of use, damages, and attorney fees.

VII. BREACH OF IMPLIED WARRANTIES

Defendants impliedly warranted that Plaintiff's F-350, which it designed, manufactured, and sold, were merchantable and fit and safe for their ordinary use, not otherwise injurious to consumers, and would come with adequate safety warnings.

Any purported limitation of the duration of the implied warranties contained in the written warranties given by Defendants is unreasonable and unconscionable and void under the principles of estoppel, because Defendants knew the defects existed and might not be discovered, if at all, until the F-350 had been driven for a period longer than the period of the written warranty, and Defendants willfully withheld information about the defects from Plaintiff.

Because of their disclosed defects, Plaintiff's F-350 is unsafe and unfit for use and has caused economic loss to the Plaintiff. Therefore, the Defendants breached the implied warranty of merchantablity.

As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff is entitled to damages.

VIII. NEGLIGENCE AND NEGLIGENT MISREPRESENTATION

Defendants had a duty to Plaintiff to provide a product reasonably safe in design and manufacture, warn of dangerous defects, disclose adverse material facts when making representations of fact to Plaintiff, and correct products which are defective.

Defendants breached their duty of reasonably care and duty to disclose material adverse facts to Plaintiff by the following acts and omissions:

(1) failure to design and manufacture a vehicle that did not harbor the defects alleged herein;

(2) failure to notify Plaintiff of the dangerous and defective condition of the F-350 when Defendants knew or should have known of the dangerous and defective condition;

(3) failure to fulfill its duty to disclose the material adverse facts as set forth above and otherwise failing to exercise due care under the circumstances; and

(4) failure to repair the F-350 in accordance with the express and implied warranties.

As a direct and proximate result of Defendants' breach of their duty of reasonable care and duty to disclose material adverse facts, Plaintiff has suffered reasonably and especially foreseeable damages in an amount to be proven at trial.

IX. BREACH OF CONTRACT

Plaintiff would show that the actions and/or omissions of Defendants described herein above constitute breach of contract, which proximately caused the direct and consequential damages to Plaintiff described herein below, and for which Plaintiff hereby sues.

X. ECONOMIC AND ACTUAL DAMAGES

Plaintiff sustained the following economic and actual damages as a result of the actions and/or omissions of Defendants described herein above:

(A) Out of pocket expenses, including but not limited to the money paid towards the note securing the vehicle;

(B) Loss of use;

(C) Loss of the "benefit of the bargain";

(D) Diminished or reduced market value; and

(E) Costs of repairs.

XI. DAMAGES FOR MENTAL ANGUISH

Plaintiff would further show false, misleading and deceptive acts, practices and/or omissions described herein above were committed "knowingly," as provided by Section 17.45(9) of the Texas Business and Commerce Code, in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

As a result of such acts, practices and /or omissions, Plaintiff sustained a high degree of mental pain and distress of such nature, duration and severity that would permit the recovery of damages for mental anguish pursuant to Section 17.50(b) of the Texas Business and Commerce Code, and for which Plaintiff hereby sues in an amount in excess of the minimum jurisdictional limits of this Court.

XII. MULTIPLE DAMAGES

As alleged herein above, Plaintiff would show that the false, misleading and deceptive acts, practices and/or omissions complained of herein were committed "knowingly" in that Defendants had actual awareness of the falsity, deception, or unfairness of such acts, practices, and/or omissions.

Plaintiff further avers that such acts, practices, and/or omissions were committed "intentionally" in that Defendants specifically intended that Plaintiff act in detrimental reliance on the falsity or deception or in detrimental ignorance of the

unfairness. Therefore, Plaintiff is entitled to recover multiple damages as provided by 17.50(b)(1) of the Texas Business and Commerce Code.

XIII. ATTORNEY'S FEES

Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) Section 17.50(d) of the Texas Business and Commerce Code; (b) Chapter 38 of the Texas Civil Practice and Remedies Code; and (c) common law.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF, KENNETH R. FOGUS, respectfully prays that the Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendants, jointly and severally, for the following:

- economic damages requested herein above in an amount in excess of the minimum jurisdictional limits of the Court;
- actual damages requested herein above in an amount in excess of the minimum jurisdictional limits of the Court;
- prejudgment interest at the maximum rate allowed by law;
- post judgment interest at the maximum rate allowed by law,
- attorney's fees,
- costs of court, and

- such other and further relief to which the Plaintiff may be entitled at law or in equity, whether pled or unpled.

RESPECTFULLY SUBMITTED:

RICHARD C. DALTON
DALTON LAW FIRM, L.L.C.
202 Avenue B
Lafayette, Louisiana 70501
Telephone (337) 262-0700
Facsimile (337) 262-0679
State Bar Roll No. 24033539

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee (State Bar No. 122153)
Jennifer A. Saccuzzo (State Bar No. 201715)
16855 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

Attorneys for Plaintiff

ORIGINAL FILED
FEB 13 2004
LOS ANGELES SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BY FAX

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY, and DOES 1 through 10, inclusive,

Defendants.

Case No. BC310605

COMPLAINT FOR RESTITUTION AND DAMAGES

[VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

Plaintiff, [redacted], alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is informed and believes, and thereon alleges, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of California and doing business in the County of Los Angeles.

2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiff at this time and therefore plaintiff sues those defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of such defendants when they are ascertained.

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times

Filed By One Legal

PE84-678 0988

mentioned in this complaint within the course and scope of their respective authority and with the full knowledge and consent of the other defendants. Furthermore, plaintiff is informed and believes and thereon alleges that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about January 25, 2003, plaintiff leased a new 2003 Ford F-250, vehicle identification number 1FTNX20P83E[redacted]

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned vehicle constitutes a "new motor vehicle" under the Act.

6. Plaintiff is a "lessee" and/or "buyer" of consumer goods under the Act.

7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under the Act.

8. Defendant FORD MOTOR COMPANY offered an "express warranty" to plaintiff pursuant to the Act.

9. The sale of the aforementioned vehicle to plaintiff was accompanied by an implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to plaintiff was also accompanied by defendant FORD MOTOR COMPANY's implied warranty of fitness.

10. The subject vehicle has suffered from numerous serious defects and nonconformities to warranty, including, but not limited to, the engine and engine management system, vehicle stalling, and loss of power. The foregoing defects and nonconformities to warranty manifested themselves within the applicable express warranty period.

11. Plaintiff delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned nonconformities on numerous occasions.

12. Defendant has been unable and/or has refused to conform plaintiff's vehicle

to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformities substantially impairs the use, value and/or safety of the subject vehicle to plaintiff.

13. Notwithstanding plaintiff's entitlement, defendant has failed to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. By failure of defendant to comply with its obligations under the Act to repurchase the vehicle and make restitution, defendant is in breach of its obligations under the Act.

15. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned vehicle under the Act.

16. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiff prior to discovery of the nonconformity(s).

17. Plaintiff is entitled to all incidental, consequential and general damages resulting from defendant's failure to comply with its obligations under the Act.

18. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action.

19. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that defendant has willfully failed to comply with its responsibilities under the Act.

WHEREFORE, plaintiff prays for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;

2. For actual compensatory and general damages according to proof at time of trial;

3. That such actual, compensatory and general damages be doubled and awarded to plaintiff as a civil penalty;

4. Prejudgment interest from date of rescission;

5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

7. For such other and further relief as the Court deems just and proper.

DATED: February 12, 2004

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiff

By: _____
WILLIAM R. McGEE
JENNIFER A. SACCUZZO

ENDORSED
FILED IN MY OFFICE THIS

DEC 08 2003

Quintana M. Divens
CLERK OF THE DISTRICT COURT

CRYSTAL R. ROMERO

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

[redacted]

Plaintiffs,

vs.

BOB TURNER'S FORD COUNTRY, INC.,
AND FORD MOTOR COMPANY,

Defendants.

No. CV- CV-2003-08249

RECEIVED
DEC 10 2003
DINES & GROSS, P.C.

COMPLAINT FOR BREACH OF WARRANTY

COMES NOW Plaintiff [redacted] by and through its attorneys Modrall, Sperling, Roehl, Harris & Sisk, PA, and for its Complaint states as follows:

Jurisdiction and Venue

1. Plaintiff [redacted] is a corporation organized under the law of New Mexico with its principal place of business in Albuquerque, New Mexico.

2. Defendant Bob Turner's Ford Country, Inc., is a New Mexico corporation, with its principal place of business in Albuquerque, New Mexico.

3. Ford Motor Company is incorporated under the laws of the Delaware, and is authorized to do business in the State of New Mexico.

4. The sales transaction which is the subject matter of this lawsuit was executed and performed in Bernalillo County, New Mexico.

Fact Allegations Common To All Claims

5. On or about May 6, 2003, Plaintiff purchased a 2003 S Duty, F350 Cool Cab Pick-up Truck from Defendant Bob Turner's Ford Country, Inc. The vehicle identification number for the pick-up truck is 1FTWW33P23E[redacted]

6. The manufacturer of the pick-up truck is Ford Motor Company.

7. During the negotiation of the purchase, Al Magaña, a principal of Plaintiff, questioned a representative of Defendant Bob Turner's Ford Country, Inc., if it or Ford Motor Company were having any problems with the engine on this particular model of pick-up truck. The sales representative replied that there were no problems with the engine, and showed Mr. Magaña an article from a magazine praising the new engine.

8. The representations of the sales representative were false. There were consumer complaints that the diesel engine for the pick-truck purchased by Plaintiffs was prone to power loss and stalling, which complaints were received from other consumers as early as November, 2002.

9. The engine of the pick up truck sold manufactured by Defendant Ford Motor Company, and sold by Defendant Bob Turner's Ford Country to Plaintiff repetitively stalls and suffers power loss.

10. On or about, June 10, 2003, Plaintiff returned the truck to Bob Turner's Ford Country, Inc., seeking to have the defect corrected.

11. On or about June 10, 2003, a representative of Defendant Bob Turner's Ford Country, Inc., admitted that there was a problem with the power stroke on the vehicle, and that the service department for Defendant Bob Turner Ford Country, Inc., would "take care of it".

12. On or about June 11, 2003, Plaintiff returned to Defendant Bob Turner's Ford Country, Inc., to pick-up the truck. A representative of Defendant Bob Turner's Ford Country, Inc., had written a note indicating that there would be continued problems with power loss. When Plaintiff's representative asked about the note, a service representative for Defendant Bob Turner's Ford Country, Inc., stated that the problem with the truck's engine could not be fixed.

13. On or about June 16, 2003, Al Magaña returned to Defendant Bob Turner's Ford Country, Inc., and spoke with another service representative, who reaffirmed that there was a problem with the power stroke, and that there was no way to fix the problem. The sales representative also stated that "you and fifty thousand other people have the problem," "it's not my problem, it's not Bob Turner's problem, it's Ford's problem," and that "you can bring it back tomorrow, the next day, next week, and it is still not going to be fixed because we don't have a fix."

14. In July, 2003, Plaintiff twice returned the truck to Defendant Bob Turner's Ford Country, Inc. On both occasions, Defendants were unable to correct the loss of power defect.

15. In September, 2003, Plaintiff again delivered the truck to Defendant Bob Turner Ford for installation of computer software that was supposed to correct the loss of power defect. The September, 2003 work failed to correct the problem.

16. Plaintiff intended to use the truck to tow a trailer loaded with heavy equipment. Defendant Bob Turner's Ford Country, Inc., was aware of Plaintiff's intended purpose for purchasing the truck, and represented that the truck was fit for that particular purpose.

17. Because of the loss of power defect, the truck is unfit for the particular purpose for which it was purchased.

18. Plaintiff has not used the pick up truck, and with the exception of test drives and trips to and from the dealership for repairs, has not driven the truck. Because of the ongoing problems with the pick up truck's engine, Plaintiff has not yet registered the vehicle.

COUNT I
Breach of Warranty

19. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1 through 18 above.

20. Defendants were aware of the power loss and stalling problems of the engine prior to the time that Plaintiff purchased the pick-up truck.

21. Defendants failed to disclose to Plaintiff that the engine was defective.

22. Defendants gave express and implied warranties regarding the performance of the truck and its engine.

23. Defendants breached their express and implied warranties to Plaintiff.

COUNT II

Violation of the New Mexico Unfair Practices Act

24. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1 through 23 above.

25. Defendant gave false and misleading oral and written statements and representations in connection with the sale of the pick-up truck, which did in fact deceive and mislead Plaintiff. The misrepresentations included representations that the pick-up truck had

characteristics that it does not have; representing that the pick-up truck was of a particular standard, quality or grade that it did not possess; using exaggeration, innuendo or ambiguity as to material facts; failing to state material facts which deceived Plaintiff; and failing to deliver the quality of the goods called for in the agreement.

COUNT III
Violation of the Magnuson-Moss Warranty Act

26. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1 through 25 above.

27. The pick-up truck is a consumer product as defined in the Magnuson -Moss Warranty Act, 15 U.S.C. §2301.

28. Plaintiff is a buyer of a consumer product, and therefore is a "consumer" as defined in the Magnuson-Moss Warranty Act, 15 U.S.C. §2301.

29. Plaintiff has afforded Defendants a reasonable opportunity to correct the defects in the pick-up truck.

30. Defendants have breached their warranties in violation of the Magnuson-Moss Warranty Act.

COUNT IV
Breach of Warranty of Fitness for a Particular Purpose

31. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1 through 30 above.

32. Plaintiff advised Defendant Bob Turner's Ford Country, Inc. of the specific purposes for which Plaintiff was purchasing the truck.

33. Defendant Bob Turner's Ford Country, Inc., warranted that the pick-up truck was fit for the particular use for which Plaintiff purchased the truck.

34. Defendant Bob Turner's Ford Country, Inc breached the warranty of fitness for a particular purpose.

COUNT V.
Breach of Motor Vehicle Dealers Franchising Act, Section 57-16-1 et. seq

35. Plaintiff realleges and incorporates by reference all allegations in paragraphs 1 through 34 above.

36. Defendant Bob Turner's Ford County Inc., is a dealer as defined in the New Mexico Motor Vehicle Dealers Franchising Act.

37. Defendant Ford Motor Company is a manufacturer as defined in the New MexicoMotor Vehicle Dealers Franchising Act.

38. Defendant Bob Turner's Ford Country Inc. violated Section 57-16-4 of the Motor Vehicle Dealers Franchising Act by wilfully defrauding Plaintiff, a retail buyer, and by failing to perform the obligations placed on the dealer in connection with the manufacturers' warranty agreement.

39. Defendant Ford Motor Company violated the Motor Vehicle Dealers Franchising Act by using false, deceptive and misleading advertising and by failing to fulfill its warranty agreement.

WHEREFORE, Plaintiff respectfully requests that the Court enter the following relief:

1) rescission of the purchase agreement;

2) consequential damages suffered by Plaintiff, including without limitation the cost of replacement vehicles, vehicle insurance expenses, expenses associated with Plaintiff's effort to have the defect corrected, and other expenses in an amount to be established at trial;

3) pre-judgment and post-judgment interest;

4) treble damages as allowed by statute;

5) plaintiff's costs, including attorneys fees;

and for such other relief as the Court deems just and proper.

MODRALL, SPERLING, ROEHL, HARRIS & SISK, P.A.

Michael L. Carrico
Attorneys for Plaintiff
Post Office Box 2168
Bank of America Centre, Suite 1000
500 Fourth Street, N.W.
Albuquerque, New Mexico 87103-2168
Telephone: (505) 848-1800

R:\dor\[illegible]\11\W031915L.WPD

LAW OFFICE OF HOWARD A. GUTMAN
1259 Route 46
Parsippany, New Jersey 07054
(973) 257-9400
Attorney for Plaintiff

[redacted] Plaintiff, vs. FORD MOTOR COMPANY Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: Bergen County SPECIAL CIVIL PART DOCKET NO. CIVIL ACTION COMPLAINT

Plaintiff, by and through his attorney, by way of complaint says:

Count One (Breach of Implied Warranty or Merchantability)

1. Plaintiff, [redacted] purchases a 2003 Ford F350 Pickup Truck.

2. Defendant, Ford Motor Company, is a manufacturer and a foreign corporation.

3. Plaintiff executed a contract to purchase a 2003 Ford F350 containing VIN Number 1FTNW33P03E[redacted] which vehicle was manufactured by defendant, Ford Motor Company. In connection with that purchase, there was an implied warranty of merchantability pursuant to N.J.S.A.12A:2-314. Such warranty was breached by the fact that the vehicle was not fit for its intended purposes.

4. Because of design and manufacturing defects in the vehicle plaintiff has suffered injury. Plaintiff has performed

all prerequisites necessary for the institution of this action with respect to this and all other counts herein.

5. Plaintiff has been damaged by the aforesaid breach and the other unlawful conduct set forth hereinabove. Such damage and injury includes but it is not limited to the cost of the vehicle and applicable finance charges, expenditure of monies to repair the defects, loss of time from work, monies spent for alternate transportation and replacement vehicles, loss of use of the vehicle, incidental and consequential damages, mental stress and anxiety, and financial expenditures.

Count Two (Breach of Express Warranty)

6. Plaintiff repeats the allegations contained in paragraphs one through five and incorporate the same herein.

7. Defendants made affirmations of fact and promises, a description of the goods, and exhibited a sample or model concerning the automobile which became part of the basis of the bargain and constituted express warranties.

8. Such express warranties were breached as a result of which plaintiff suffered the injuries enumerated in paragraph five.

Count Three (Fraud and Violation of Consumer Fraud Act)

9. a) Plaintiff repeats the allegations contained in paragraphs one through eight and incorporates the same herein.

b) The conduct sets forth herein constitutes an unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, and the knowing concealment, suppression of a material fact with intent that plaintiff rely upon such concealment, suppression, or [redacted] and otherwise violates N.J.S.A. 56:8-2.

Count Four (Breach of Contract)

10. Plaintiff repeats the allegations contained in paragraphs one through nine.

11. Defendants have breached their contractual obligations to plaintiff as a result of which plaintiff has suffered the injuries enumerated in paragraph five.

Count Five (Violation of Magnuson-Moss Act)

12. Plaintiff repeats the allegations contained in paragraphs one through eleven and incorporates the same herein.

13. Defendants gave a warranty pursuant to the Magnuson-Moss Act, 15 U.S.C. 2301, et seq, The automobile defendants sold or manufactured was a consumer product, plaintiff is a consumer, and the lease of the vehicle is governed by the above Act. The vehicle defendants sold, manufactured or distributed failed to perform as warranted. Defendants have violated the aforesaid Act by virtue of the conduct set forth above, improperly and unlawfully attempted to disclaim implied and express warranties, failed to perform in accordance with its warranty and otherwise violated the Act as set forth hereinabove.

Count Six (Negligence)

14. Plaintiff repeats the allegations contained in paragraphs one through thirteen and incorporates the same herein.

15. Defendants owed plaintiff a duty to sell him a safe automobile free from manufacturing and design defects. Defendants failed to exercise reasonable care in the design, marketing, inspection, and manufacture of the vehicle plaintiff purchased and the preparation of a warning or recall after the purchase. As a proximate result of defendant's negligence, plaintiff suffered the injuries and damage set forth in paragraphs four and five.

Count Seven (New Jersey Lemon Law)

16. Plaintiff repeats the allegations contained in paragraphs one through fifteen and incorporates the same herein.

17. Defendants have been unable to conform plaintiff's new automobile to the warranty. There exists a defect or condition in the automobile which substantially impairs the use, value, and safety of the automobile.

18. The same nonconformity has been subject to repair or correction on numerous occasions by the manufacturer and/or its agent or dealers and the nonconformity continues to exist.

19. Plaintiff has performed all prerequisites necessary for the institution on this action.

PRAYER FOR RELIEF

WHEREFORE plaintiff demands judgment against defendants for compensatory damages, punitive damages, a comparable new automobile, a refund of the full purchase price of the vehicle, interest, attorney's fees, costs, and such other legal or equitable relief as this court may deem just.

CERTIFICATION

I certify that the matter in controversy in not the subject of any pending or contemplated litigation or arbitration.

Dated:

Howard A. Gutman
Attorney for Plaintiff

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

ENDORSED
FILED IN MY OFFICE THIS
JAN 22 2004
CLERK DISTRICT COURT
CRYSTAL R. ROMERO

[redacted]

Plaintiff,

v. No. CV 2004 00465

FORD MOTOR COMPANY, a Michigan corporation; GURLEY MOTOR COMPANY, a New Mexico corporation, and WELLS FARGO LEASING CORPORATION, d/b/a WELLS FARGO AUTO FINANCE, a foreign corporation, jointly and severally,

Defendants.

COMPLAINT FOR BREACH OF WARRANTIES, RECISION AND RELATED CLAIMS

COMES NOW the Plaintiff, by and through his attorneys, WAGNER, McBRIDE, FORD & ASSOCIATES, P.A. (Kenneth R. Wagner), and complains against Defendants as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a natural person residing in Albuquerque, Bernalillo County, New Mexico.

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

Dearborn, Wayne County, Michigan.

3. At all times material hereto, Manufacturer was engaged in the sale and distribution of Ford motor vehicles in the State of New Mexico.

4. Defendant, Gurley Motor Company, ("Dealer"), is a corporation authorized to do business in the State of New Mexico and, at all times relevant hereto, was an authorized Ford Motor Company dealer, engaged in the business of selling and servicing Ford motor vehicles in the State of New Mexico.

5. Dealer's principal place of business is 701 West Coal, Gallup, New Mexico.

6. Defendant, Wells Fargo Leasing Corporation, d/b/a Wells Fargo Auto Finance, ("Finance Co."), is a foreign corporation authorized to do business in the State of New Mexico and, at all times relevant hereto, was engaged in the business of financing motor vehicles.

7. Defendant Finance Co. is subject to all of Plaintiff's claims and defenses against Defendant Dealer and Manufacturer pursuant to 16 C.F.R. 433.

8. The Purchase Agreement entered into between Plaintiff and Dealer is attached hereto, marked Exhibit "A" and incorporated by reference.

9. Venue is proper in Bernalillo County, New Mexico.

10. Dealer, acting by and through its agents and servants within the scope of their authority, sold a 2003 Ford F-350, 4 x 4, vehicle No. 1FTWW33P63E[redacted] to Plaintiff (hereinafter "motor vehicle").

11. The motor vehicle was manufactured, distributed and/or imported by Defendant Manufacturer.

12. This Complaint arises out of Defendants' misrepresentation, breaches of warranty and contract in violations of statutes, as hereinafter set forth.

13. Plaintiff seeks damages in excess of $25,000.00 and/or equitable relief and, accordingly, this Complaint is not subject to arbitration.

14. Plaintiff has made certain improvements and added accessories to the subject motor vehicle for which he needs to be compensated.

COUNT I - BREACH OF WARRANTIES AGAINST MANUFACTURER AND DEALER

15. Plaintiff incorporates all allegations set forth in the General Allegations as though specifically set out herein.

16. Defendants, Manufacturer and Dealer, are merchants with respect to the motor vehicle which is the subject of this lawsuit pursuant to NMSA 1978, §55-2-104 (1953).

17. The motor vehicle purchased by Plaintiff was subject to implied warranties of merchantability and fitness for purpose pursuant to NMSA 1978, §55-2-314 (1953) and NMSA 1978, §55-2-315 (1953).

18. Defendants, to induce said sale, made certain express warranties and representations through its advertising and conduct.

19. Said warranties and representations were as follows:

(a) That the motor vehicle was reliable and capable of pulling Plaintiff's horse trailer;

(b) That the diesel engine had been tested and was fit for its intended purposes;

(c) That the 6.0 diesel engine was the most powerful in the industry with respect to this size of motor vehicle;

(d) That said vehicle was of good, sound and merchantable quality;

(e) That said vehicle was free from defective parts and workmanship;

(f) Said vehicle was so engineered and designed as to function without requiring unreasonable maintenance and repairs;

(g) In the event said vehicle was not free from defective parts or workmanship as set forth above,

the Defendants would repair or replace same without unnecessary cost or delay to Plaintiff;

(h) That any defects or nonconformities would be cured within a reasonable time;

20. Said motor vehicle was not as warranted in that it has repeatedly broken down or malfunctioned due to defective design, defective parts and workmanship including, but not limited to, a fuel injector design that has proved fatal to the 6.0 engine and its performance.

21. Specifically, the fuel injector malfunction causes a condition where fuel seeps into the engine's oil supply in amounts great enough to ruin the engine. Consequently, the oil breaks down resulting in a compromise of lubricating qualities which causes premature scuffing on the piston skirt and/or cylinder walls.

22. The defective injectors can also cause hydro-locking which can ultimately cause extreme pressures in the engine, resulting in failure of vital parts within the engine. Upon information and belief, this is what happened to Plaintiff's vehicle.

23. As a result of its many defects, said motor vehicle cannot be reasonably relied on by Plaintiff for the ordinary purpose of safe, comfortable, attractive and efficient transportation.

24. Plaintiff has given Defendants reasonable opportunity to cure said defects and make the subject vehicle fit for its intended purpose, but Defendants have been unable to do so and/or refused to do so within a reasonable time.

25. As a direct and proximate result of Defendants' various breaches of warranty, Plaintiff has suffered damages including, but not limited to, the cost and inconvenience of obtaining alternate transportation, interest, sales tax, insurance, anxiety, embarrassment, anger, fear, frustration, disappointment, worry, aggravation, inconvenience, and Plaintiff will suffer damages including, but not limited to, the damages herein stated, car rental, diminished resale value of the subject Motor vehicle, together with costs and attorney fees in attempting to obtain relief from Defendants' wrongful conduct as hereinabove alleged.

WHEREFORE, Plaintiff prays for judgment against Defendants, Manufacturer and Dealer, jointly and severally, as follows:

A. Money damages in whatever amount above $25,000.00 to which Plaintiff is found to be entitled, plus interest, costs and reasonable attorney fees;

B. Equitable relief including, but not limited to, repair of the subject vehicle and extension of the express and implied warranties and service contracts which are or were applicable to the subject vehicle in the event that Plaintiff is found not to be

entitled to revocation/rejection; and

C. Such other and further relief as to the Court seems just in the premises.

COUNT II - REVOCATION OF ACCEPTANCE AGAINST MANUFACTURER AND DEALER

26. Plaintiff incorporates by reference all allegations set forth in the General Allegation hereof and in Count I as though specifically alleged herein.

27. Due to the serious defects and nonconformities in the Motor vehicle, Plaintiff, by and through his attorney, revoked his acceptance of the motor vehicle and rejected acceptance of the Motor vehicle pursuant to N.M.S.A. 1978, §55-2-602 (1953). A copy of said revocation/rejection letter is attached hereto, dated October 17, 2003, and marked Exhibit "B" hereto.

28. The nonconformities substantially impair the value of the motor vehicle to Plaintiff.

29. After numerous attempts to cure, it has become apparent that said nonconformities cannot be seasonably, permanently and safely cured.

30. Defendants have refused to accept return of the motor vehicle and refund Plaintiff's purchase price.

WHEREFORE, Plaintiff prays that this Court enter an order

requiring Defendants, Manufacturer and Dealer, to accept return of the subject motor vehicle and refund Plaintiff's purchase price, together with incidental consequential damages, interest, costs and reasonable attorney fees.

COUNT III - BREACH OF COVENANT OF GOOD FAITH AGAINST MANUFACTURER AND DEALER

31. Plaintiff incorporates by reference all allegations set forth in the General Allegation hereof and in Counts I and II as though specifically alleged herein.

32. Defendants had a statutory duty to act in food faith with respect to the transaction set forth herein.

33. The motor vehicle is unsafe to operate and Defendants took no immediate, affirmative action to address this concern.

34. The actions of Defendants as described in this Complaint constitute a breach of the good faith requirement and, as a proximate result, Plaintiff has sustained the damages set forth herein.

WHEREFORE, Plaintiff prays for judgment against Defendants, Manufacturer and Dealer, jointly and severally, as follows:

A. Money damages in whatever amount above $25,000.00 which Plaintiffs are found to be entitled, plus interest, costs and reasonable attorney fees;

B. Equitable relief including, but not limited to, repair of the subject Motor vehicle and extension of the express and implied warranties and service contracts which are or were applicable to the subject vehicle in the event that Plaintiff is found not to be entitled to revocation;

C. For such other and further relief as to the Court seems just in the premises.

COUNT IV - VIOLATIONS OF NMSA 1978, §57-16A-1 (1985) (NEW MEXICO LEMON LAW) AGAINST DEFENDANT MANUFACTURER

35. Plaintiff incorporates by reference all allegations set forth in the General Allegation hereof and in Counts I, II and III as though specifically alleged herein.

36. Plaintiff is a "consumer" as that term is defined in NMSA 1978, §57-16A-1.C. (1985).

37. Manufacturer, by and through its authorized dealer, is unable to conform the motor vehicle to the terms of the express warranty in that it cannot repair or correct the defect or condition described in this Complaint, and this substantially impairs the use and market value of the vehicle to the Plaintiff.

38. Plaintiff has given reasonable notice and opportunity to cure as required by statute.

39. Despite demand, Defendant Manufacturer has refused to refund Plaintiff's purchase price, less the reasonable allowance for Plaintiff's use of the subject Motor vehicle as set forth in NMSA. 1978, §57-16A-1, *et seq.*, together with Plaintiff's out-of-pocket costs as permitted by statute and/or contract.

WHEREFORE, Plaintiff prays for entry of an order requiring Defendant Manufacturer to refund Plaintiff's purchase price, together with taxes, insurance premiums, interest, and attorney fees or, in the alternative, that Plaintiff be awarded damages in whatever amount he is entitled to, plus interest, costs and actual attorney fees, and for such other and further relief as to the Court seems just in the premises.

COUNT V - <u>LIABILITY UNDER MAGNUSON-MOSS AGAINST MANUFACTURER ACT (25 USC § 2301 *ET SEQ*)</u>

40. Plaintiff incorporates by reference all allegations set forth in the General Allegation hereof and in Counts I, II, III and IV as though specifically alleged herein.

41. This Court has jurisdiction to decide claims brought under 15 USC § 2301, *et seq*, by virtue of 15 USC § 2301(d)-(a).

42. Plaintiff is a consumer as defined in 15 USC § 2301(3).

43. Defendant is a supplier and warrantor as defined in 15

USC § 2301 (4)(5).

44. The aforedescribed motor vehicle is a consumer product as defined in 15 USC § 2301(6).

45. 15 USC § 2301(a)(1) requires Defendant, as warrantor, to remedy any defect, malfunction or nonconformance of the subject motor vehicle within a reasonable time and without charge to Plaintiff as defined in 15 USC § 2304(d).

46. Despite repeated demands and despite the fact that Plaintiff has complied with all reasonable terms and conditions imposed on him by Defendant, Defendant has acknowledged that it is unable to remedy within a reasonable time and without charge, the defects heretofore set forth in Count I of this Complaint.

47. As a result of Defendant's breaches of express and implied warranties as set forth in Count I of this Complaint, and Defendant's failure to remedy same within a reasonable time and without charge of Plaintiff, Plaintiff has suffered the damages enumerated in Count I of this Complaint.

WHEREFORE, Plaintiff prays that this Court enter its order requiring Defendant Manufacturer to accept return of the subject vehicle and refund Plaintiff's purchase price, together with taxes, insurance premiums, interest, costs and actual attorney fees as provided by 15 USC § 2310(d)(2) or, in the alternative, that Plaintiff be awarded damages in whatever amount above $25,000.00 he

is found to be entitled, plus interest, costs and actual attorney fees.

COUNT VI - HOLDER LIABILITY DEFENDANT FINANCE CO.

48. Plaintiff incorporates by reference all allegations set forth in the General Allegation hereof and in Counts I, II, III, IV and V as though specifically alleged herein.

49. Pursuant to 16 C.F.R. 433, Defendant Finance Co. is subject to all of Plaintiff's claims and defenses arising out of the aforesaid sale.

50. Pursuant to the language of the finance contract, which is attached hereto as Exhibit "A", between Plaintiff and Defendant Finance Co., to-wit:

> Notice: Any holder of the Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

WHEREFORE, Plaintiff prays for judgment against Defendant Finance Co. as follows:

A. Money damages in an amount equal to Plaintiff's payments under the subject contract, plus interest, costs and attorney fees;

B. Cancellation of the remainder of the subject contract;

C. That Defendant Finance Co. be ordered to delete any

neutral or negative credit information from Plaintiff's credit history arising out of the subject transaction;

D. That Defendant Finance Co. be enjoined from reporting any neutral or negative credit information concerning Plaintiff arising out of the subject transaction; and

E. For such other and further relief as to the Court seems just in the premises.

Respectfully submitted,

WAGNER, McBRIDE, FORD & ASSOCIATES, P.A.

By: _____
KENNETH R. WAGNER
Attorney for Plaintiff
P.O. Box 25167
Albuquerque, NM 87125-5167
(505) 242-6300

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

ATTORNEY FOR PLAINTIFF

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

[redacted] Levittown, Pennsylvania [redacted] v. FORD MOTOR COMPANY C/O CT Corporation 1515 Market Street, Suite 1210 Philadelphia, PA 19103	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania [redacted], Levittown, Pennsylvania [redacted]

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

BACKGROUND

3. On or about January 02, 2003, Plaintiff purchased a new 2003 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTNW21P33E[redacted]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $41,392.00.

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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

16. On or about January 02, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

24. The first documented warranty repair attempt is believed to have occurred on or before January 10, 2003, when the vehicle odometer showed 294 miles. On that date, repair attempts

were made to the abnormal check engine light on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "A".

25. The second documented warranty repair attempt is believed to have occurred on or before January 30, 2003, when the vehicle odometer showed 4,354 miles. On that date, repair attempts were made to the defective outside rearview mirror and wipers. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

26. The third documented warranty repair attempt is believed to have occurred on or before March 18, 2003, when the vehicle odometer showed 10,090 miles. On that date, repair attempts were made to the abnormal poor gas mileage and hard start condition. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: _____

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

VERIFICATION

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

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0370
www.chapmanautogroup.com

CUSTOMER NO. 30697	ROBERT KEISLER 4974	TAG NO. 6374	01/10/03	[redacted]
[redacted]	DATE OUT/IN	DOBBER NO.	MILEAGE 294	TRUE BLUE/M 40501
LEVITTOWN, PA [redacted]	03/FORD TRUCK/S-DTY F-250/F250 4X4 C		01/02/03	DELIVERY MILES 14
	I F T N W Z 1 F 3 3 E [redacted]		160	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	01/10/03	
[redacted]	COMMENTS		[redacted]	[redacted]

JOB# 1 CHARGES----------

LABOR----------

[redacted]
CHECK ENGINE LIGHT ON
HARD STARTING
ROAD TEST UNABLE TO VERIFY CONDITION WDS,KOEO,KOER TESTS
PASS CK.OASIS P05.SSM16482 AIR IN FUEL OIL SYSTEM
E29
42
12A650
NO CORRECTION NEEDED AT THIS TIME

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 0.00

TECHNICIAN CERTIFICATION----------

9949 JAMES A EYER JR 6558

TOTALS----------

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED BY ..... DATE .....

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

ANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
EDS OUR LABOR RATE VARIES FROM $17.25/hr to $80.00/HR
PENDING ON THE SERVICES PERFORMED.
W OPEN SATURDAYS FROM 8:00 A.M. UNTIL 4:30 P.M BY APPT.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

PLAINTIFF'S EXHIBIT A

CUSTOMER COPY

PE04-878 8945

8371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0370
www.chapmanautogroup.com

CUSTOMER NO. 30697	MIKE BURNS	1349	7670	02/03/03	[redacted]
[redacted]	CABIN RATE / LICENSE NO.	MILEAGE 4,354		TRUE BLUE/M	90901
LEVITTOWN, P[redacted]	03/FORD TRUCK/S-DTY F-250/F250 4X4 C			01/02/03	DELIVERY MILES 14
	I F T N W 2 1 P 3 3 [redacted]			100	PRODUCTION DATE
	P.O. BLAN	P.O. NO.		01/30/03	
[redacted] [redacted]	COMMENTS				[redacted]

BF 1 CHARGES----------

BOR----------

[redacted]
R-S OUTSIDE REAR VIEW MIRROR DROP.
ELECTRIC MOTOR INTERNAL DEFECT
17682,A85,42
REPLACE R-S POWER MIRROR ASSBLY

TS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	3C3Z-17682-EAA	MIR ASY B77565		
				TOTAL - PARTS	0.00

F 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

F 2 CHARGES----------

[redacted]
WIPERS DONT CLEAN WINDSHIELD
DEFECTIVE WIPER INSERTS
17528,M06,42
REPLACE BOTH WIPER BLADES

	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	2	XW7Z-17528-AA	BLD ASY 371650		
				TOTAL - PARTS	0.00

2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

PLAINTIFF'S EXHIBIT 2

CUSTOMER COPY

(CONTINUED

PE84-870 8946

CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0370
www.chapmanautogroup.com

30697	MIKE BURNS	1349	8603	03/19/03	[redacted]
[redacted]			10,090	TRUE BLUE/N	40901
LEVITTOWN, PA [redacted]	03/FORD TRUCK/S-DTY F-250/F250 4X4 C			01/02/03	14
	1 F T N W 2 1 F 3 9 E [redacted]			100	
				03/18/03	
[redacted]					[redacted]

JOB# 1 CHARGES

LABOR

[redacted]

WHO START POOR GAS MILEAGE
FOUND UPDATED PCM CALIBRATION
129565.D10.42
RE-PROGRAM PCM AND RELATED MODULES

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FDCS JOB# 1 TOTAL 0.00

TOTALS

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED BY ..... DATE .....

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

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE NEEDS OUR LABOR RATE VARIES FROM $17.25/hr to $80.00/HR DEPENDING ON THE SERVICES PERFORMED.
NOW OPEN SATURDAYS FROM 8:00 A.M. UNTIL 4:30 P.M BY APPT.

CUSTOMER SIGNATURE

DUPLICATE INVOICE

BEN, CONCERN ABOUT ENGINE SHAKE AND ROUGH IDLE - WAS VERIFIED BY SHOP FOREMAN

PLAINTIFF'S EXHIBIT C

 CUSTOMER COPY [END OF INVOICE] 02:57pm PE04-070 0947

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0970
www.chapmanautogroup.com

CUSTOMER NO. 30697	MICHAEL MILES 4980	TAG NO. 1026	04/08/03	[redacted]
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 12,821	TRUE BLUE/M	40501
LEVITTOWN, PA [redacted]	03/FORD TRUCK/S-DTY- F-250/F250 4X4 C		02/02/03	DELIVERY MILES 14
	1FTSW21P33E [redacted]		200 DEALER NO.	PRODUCTION DATE
	A.T.E. NO.	P.O. NO.	04/07/03	
[redacted]	COMMENTS		[redacted]	

OB# 1 CHARGES

ABOR

[redacted]
CUST STATES NAVI SYS LETTER BUTTONS MUST BE PRESSED SEVERAL
TIMES @ TIMES,RE-SET CLOCK...HOW TO DELETE "SAVED" ADDRESSES
CHECKED BY CARLOS,NO PROBLEMS FOUND WITH BUTTONS, REMOVED
ADDRESSES AS PER OWNER'S REQUEST-NO PROBLEMS FOUND.

OB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

OB# 2 CHARGES

BOR

[redacted]
PERFORMED PROGRAMMING & 57858
AS PER RECALL
03806
REPLACED INJECTION CONTROL SENSOR,CHANGED OIL & FILTER,
ROADTEST(OK)
AS PER 03806

PARTS	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	
	1	3C3Z-9F838-DA	SNS ASY 918646		WARRANTY
	1	3C3Z-6731-AA	KIT-OIL 848445		WARRANTY
	15	XO-15W40-QSD	MOTOR O 628148		WARRANTY
				TOTAL - PARTS	0.00

OB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

COMMENTS
COMPLETED OPERATION(S)
TZ EXTERIOR BODY OK 23FTZ RECALL

BEN had vehicle IN This date
TO CHECK fn ENGINE SHAKE and
Rough IDLE - VERIFIED by SHOP FOREMAN
Ford field ENGINE

PLAINTIFF'S EXHIBIT
D

CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0370
www.chapmanautogroup.com

CUSTOMER NO. 30697	MICHAEL MILES	4980	TAG NO. 8289	05/08/03	[redacted]
[redacted]	LICENSE DATE	LICENSE NO.	MILEAGE 14,896	TRUE BLUE/M	40901
LEVITTOWN, PA [redacted]	YEAR/MAKE/MODEL 03/FORD TRUCK/S-DTY F-250/F250 4X4 C			01/02/03	DELIVERY MILES 14
	VEHICLE I.D. NO. 1FTNW21P33E[redacted]			00 DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		04/28/03	
[redacted]	COMMENTS			DATE COMPLETED	[redacted]

OB# 1 CHARGES----------

ABOR----------

[redacted]
CUST STATES VEHICLE STALLS WHILE MOVING @ SPEEDS OF 50MPH @
TIMES.
96282,D21,42
RT VEHICLE COULD NOT DUPLICATE PROBLEM WORKED WITH JIM CIPRI
ANO
INSTRUCTED BY SERVICE ENGINEER JIM CIPRIANO TO RR FUEL DELIV
ERY PUMP, DISS PUMP, FUEL TANK, FUEL SYSTEM, CK FOR CONTAMIN
ATION, HOOKUP TO WDS PERFORM DIAGNOSTICS, REPROGRAM PCM, FIS
N, TCM, TEST DRIVE IN MORNING, REP FUEL DELIVERY PUMP

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
1	3C3Z-9G282-AA	PMP & F 797392		
			TOTAL - PARTS	0.00

OB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

OB# 2 CHARGES----------

ABOR----------

[redacted]
CUST STATES UNSATISFACTORY FUEL ECONOMY.
SEE JOB 1
96282,D50,28
AS PER SERVICE ENGINEER
REPLACED FUEL DELIVERY PUMP AS PER SERVICE ENGINEERING.
RE-TEST(OK)

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

ABOR----------

[redacted] STARTING CHANGES DO START 2-3 HOURS: [redacted] TECH(S):8390 [redacted] INTERMIT
CUST STATES VEHICLE IS HARD TO START AT TIMES.
REPAIR VEHICLE CRANKS NO START

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

COMMENTS----------
WAITING!!

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 02:57pm

PE84-070 0949

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0370
www.chapmanautogroup.com

30697	MICHAEL MILES	4980	6289	05/08/03	FOCS520229
[redacted]	LABOR RATE	LICENSE NO.	14,896	TRUE BLUE/M	40901
EVITTOWN, PA [redacted]	03/FORD TRUCK/S-DTY F-250/F250 4x4 C			01/02/03	14
	1 F T N W 2 1 P 3 3 E [redacted]			100	
				04/28/03	
[redacted]	COMMENTS				

****
METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED BY ..... DATE .....

****

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

NK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE
DS OUR LABOR RATE VARIES FROM $17.25/hr to $80.00/HR
ENDING ON THE SERVICES PERFORMED.
N SATURDAYS FROM 8:00 A.M. UNTIL 4:30 P.M BY APPT.

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE] 0257pm

PE04-070 8958

CHAPMAN FORD SALES, INC.

6371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0370
www.chapmanautogroup.com

CUSTOMER NO. 30697	MICHAEL MILES	4980	TAG NO.	05/15/03	[redacted]
[redacted]	LICENSE STATE	LICENSE NO.	MILEAGE 16,736	TRUE BLUE/M	40903
LEVITTOWN, PA [redacted]	05/FORD TRUCK/S-DTY F-250/F250 4x4 C			01/02/03	DELIVERY MILES 14
	[redacted]			DEALER NO.	PRODUCTION DATE
	A.T.E. NO.			05/15/03	
[redacted]	COMMENTS			DATE COMPLETED	[redacted]

JOB# 1 CHANGES----------

LABOR----------

[redacted]
CUST STATES VEHICLE STALLS,BUCKS,IDLES ROUGH & POOR GAS MIL-
EAGE.
COULD NOT DUPLICATE CONDITION AT THIS TIME-SEE ATTACHED
NOTE.

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

PARTS----------

[redacted]TY
[redacted]QUESTED BY SHOP FOREMAN & FORD REP FOR COLD START.
ARTED VERY GOOD;NO SMOKE OR ROUGH IDLE
RIVEABILITY", COLD, WAS VERY GOOD
"SURGE" OR "HESITATION
RY GOOD POWER AND RESPONSE
ECKED FOR DTC'S(FAULT CODES)-NONE PRESENT!
ECKED PID DATA-ALL NORMAL
CONCERNS PRESENT/NO REPAIR NEEDED.

CHNICIAN CERTIFICATION----------

9190 JEROME L TRZASKA 7825

TALS----------

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED BY ..... DATE .....

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

[redacted]

PE04-070 0851

 CUSTOMER COPY (END OF INVOICE] 01:53pm

CHAPMAN FORD SALES, INC.

9371 ROOSEVELT BLVD.
PHILADELPHIA, PA 19114
DIRECT SERVICE LINE (215) 676-3636
FAX: (215) 698-0370
www.chapmanautogroup.com

CUSTOMER NO. 30697	MICHAEL MILES	4980	TAG NO. 1401	05/20/03	FOCS521722
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 16,970	TRUE BLUE/M	10901
LEVITTOWN, PA [redacted]	03/FORD TRUCK/S-DTY F-250/F250 4X4 C			01/02/03	DELIVERY MILES 14
	1FTNW21R33E[redacted]			100	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		05/19/03	
[redacted]	COMMENTS			DATE COMPLETED	17052

JOB# 1 CHARGES----------

LABOR----------

[redacted] TECH(S):9190 [redacted]
CUST STATES UNSATISFACTORY FUEL ECONOMY & ROUGH IDLE WHEN
STARTING COLD.
PERFORMED EXTENDED ROADTEST(82 MILES)...CHECKED FUEL ECONOMY
TOP OFF FUEL(7.7 GALS).FUEL ECONOMY AROUND 10-11 MPG.

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------

[redacted] TECH(S):9190 [redacted]
CUST STATES BRAKES "WRAPPING" ON RIGHT SIDE.
CHECKED BRAKES(OK)...SUSPECT CONCERN IS FROM TIRES
(VERY "CHOPPY").

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

COMMENTS----------
OVERNIGHT QC ROADTEST!!

TECHNICIAN CERTIFICATION----------
9190 JEROME L TRZASKA 7825

TOTALS----------

METHOD OF PAYMENT

[ ] CASH [ ] CHECK No ..... [ ] VISA/MC

[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R

RECEIVED BY ..... DATE 5/20/03

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

THANK YOU FOR CHOOSING CHAPMAN FORD SALES FOR YOUR SERVICE

[redacted]

PE84-070 0952

GORBERG, GORBERG AND ZUBER
By: DANIELLE BEAUVAIS
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

Attorney for Plaintiffs

[redacted]
Wildwood Crest, N.J. [redacted]

vs.

FORD MOTOR COMPANY
c/o CT CORPORATION
820 Bear Cavern Road
West Trenton, N.J. 08625

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: CAMDEN COUNTY
:
: DOCKET NO. L-6325-03
:
:
: CIVIL ACTION
:
: SUMMONS

THE STATE OF NEW JERSEY, to the Above Named Defendant(s):

YOU ARE HEREBY SUMMONED in a Civil Action in the Superior Court of New Jersey, instituted by the above named plaintiff(s), and required to serve upon the attorney(s) for the plaintiff(s), whose name and office address appears above, an answer to the annexed complaint within 35 days after the service of the summons and complaint upon you, exclusive of the day of service. If you fail to answer, judgment by default may be rendered against you for the relief demanded in the complaint. You shall promptly file your answer and proof of service thereof with the Clerk of the Superior Court, at Camden County, 101 S. 5th Street, Camden, N.J. 08103, in accordance with the rules of civil practice and procedure.

If you cannot afford to pay an attorney, call a Legal Services Office. An individual not eligible for free legal assistance may obtain a referral to an attorney by calling a county lawyer referral service. These numbers may be listed in the yellow pages of your phone book or may be obtained by calling the New Jersey State Bar Association Lawyer Referral Service toll-free 800-852-0127 (within New Jersey) or 201-249-5000 (from out of state). The phone number for the county in which this action is pending is Lawyer Referral Service, 1-856-338-9327.

Dated: October 27, 2003

DONALD F. PHELAN, Clerk of the Superior Court

Name of defendant to be served: Ford Motor Company

Address for service: c/o CT Corporation
820 Bear Cavern Road
West Trenton, N.J. 08625

PE24-070 090