

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

Robert M. Silverman, Esquire
Identification No. 53914
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]
Belle Vernon, 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] Belle Vernon, 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 May 19, 2003, Plaintiff purchased a new 2003 Ford F-250, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTNX21PX3E [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 \$3,996,040.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

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

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

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

15. Riverside Motor Sales 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 May 19, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

FINANCIAL INSTALLMENT CONTRACT

100-19-03

Buyer: [Redacted]
 Seller: [Redacted]
 Dealer: [Redacted]

Vehicle Model: **RIVERSIDE MOTOR SALES 1968 BARNETT, INC. CATALUNYA MC 2000**

WARRANTY: The Buyer and Seller agree, if any, that the vehicle described herein is sold "as is" without any warranty, express or implied, and the Buyer shall be responsible for any and all repairs and maintenance of the vehicle after the date of purchase.

Make	Model	Year	Body Type	Engine	Transmission	Key Number
NEW	FORD	1968	2DR	200	4SP	1F7N231P13

The vehicle is being purchased primarily for: ☐ personal, family or household use; ☐ business purposes; ☐ other purposes.
 The Buyer agrees to pay for the vehicle in installments. The first payment is due on the date of purchase. The Buyer shall make payments on the vehicle as follows: \$ [Redacted] per month for [Redacted] months. The total amount of payments shall be \$ [Redacted].

AMOUNT	DATE	PAID	INTEREST	TOTAL OF PAYMENTS	TOTAL SALE PRICE
\$ [Redacted]	10/15/68	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]	\$ [Redacted]

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE VEHICLE.
 The Buyer agrees to maintain the vehicle in good condition and to keep it insured. The Buyer shall not use the vehicle for any illegal purposes. The Buyer shall not transfer the vehicle to any other person without the written consent of the Seller.

1. Cash Price of Vehicle: \$ [Redacted]
2. Down Payment: \$ [Redacted]
3. Monthly Payment: \$ [Redacted]
4. Total Amount of Payments: \$ [Redacted]
5. Total Sale Price: \$ [Redacted]
6. Other Charges: \$ [Redacted]
7. Government License and Registration Fee: \$ [Redacted]
8. Other: \$ [Redacted]





C. HARPER FORD INC.
4049 Route 51 South
Belle Vernon, PA 15012
(724) 829-2800

BELLE VERNON PA

SERVICE ADVISOR MARK BELSKI

04AUG03	07AUG03	1FTWK21PK3			07AUG03	56918
		2003 FORD F250 PICKUP		60.00	19MAY03	567
4967	4967					

A CUSTOMER STATES TRUCK QUIT RUNNING WHILE
DRIVING STARTS BUT BOCKS AND JERKS HAS
LOSS OF POWER AND WANTS TO STALL
CAUSE: REPLACED CRANK SENSOR AND #3 INJECTOR
AND CHANGED OIL

60058 HARD START / NO START DIAGNOSTICS -
DIESEL ENGINE - DIAGNOSIS - L

9609 JONES, MARK LIC#: 9609
WP94 0.62

600582 KEY ON ENGINE STOP - KOE CHECK -
TEST - L

9609 JONES, MARK LIC#: 9609
WP94 0.10

600583 KEY ON ENGINE STOP - KOE INJECTOR
DIAGNOSTICS - TEST - L

9609 JONES, MARK LIC#: 9609
WP94 0.10

600584 SCAN TOOL TEST - DATA LIST
MONITORING - TEST - L

9609 JONES, MARK LIC#: 9609
WP94 0.10

600585 GLOW PLUG SYSTEM OPERATION - TEST
- L

9609 JONES, MARK LIC#: 9609

SERVICE HOURS

Mon.: 8:00 am to 4:30 pm

Tues.: 8:00 am to 4:30 pm

Wed.: 8:00 am to 4:30 pm

Thurs.: 8:00 am to 4:30 pm

Fri.: 8:00 am to 4:30 pm

Thank You For
Your
Business!

- * Early Bird Drop Off.
- * Shuttle Service Available.
- * Customer Lounge With Coffee & TV.
- * Convenient Service Hours.

WE ACCEPT:



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

The Factory Warranty Constitutes All Of The
Warranty With Respect To The Sale Of This
Motor Vehicle. The Seller Hereby Expressly Disclaims All
Warranty, Either Express Or Implied, Including Any
Implied Warranty Of Merchantability Or Fitness For A
Particular Purpose, And The Seller Neither Assumes
Nor Authorizes Any Other Person To Assume For It
Any Liability In Connection With The Sale Of This
Motor Vehicle.

K

mail to Customer



WE CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE AND CORRECT
AND THAT NO CHARGE TO CUSTOMER WILL BE INCURRED FROM THE APPEARANCE OF THE
INFO OR REPAIRS UNDER THIS CLAIM HAS BEEN CORRECTED IN ANY WAY WITH ANY
REPAIRS UNDER THIS CLAIM ARE AVAILABLE FOR 51 YEAR FROM THE DATE OF PAYMENT
DIRECTOR OF MANUFACTURER'S REPRESENTATIVE



C. HARPER FORD INC.
4049 Route 51 South
Belle Vernon, PA 15012
(724) 923-2900

BELLE VERNON PA

SERVICE ADVISOR MARK BELSKI

04ALG03	07AUG03	1FTNX21PK3		07AUG03	56918
2003 FORD F250 PICKUP		60.00	19MAY03	567	567
4967	4967				

WP94 0.60
6005E7 FUEL PUMP PRESSURE - ELECTRIC -
CHECK - L
9609 JONES, MARK LIC#: 9609
WP94 0.40
6005E8 ELECTRIC FUEL PUMP INLET
RESTRICTION - CHECK - L
9609 JONES, MARK LIC#: 9609
WP94 0.30
6005E9 ENGINE PERFORMANCE DIAGNOSTIC
DIFFERENTIAL PRESSURE D. A. 0.00
9609 JONES, MARK LIC#: 9609
WP94 0.40
6005E10 OIL LEAK S. 0.00 (ICP D. 0.00)
L
9609 JONES, MARK LIC#: 9609
WP94 0.60
6005F9 CRANKCASE PRESSURE - TEST - L
9609 JONES, MARK LIC#: 9609
WP94 0.10
6005F11 EXHAUST SYSTEM RESTRICTION - TEST
- L
9609 JONES, MARK LIC#: 9609
WP94 0.10

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

SERVICE HOURS

Mon.: 8:00 am to 4:30 pm
Tues.: 8:00 am to 4:30 pm
Wed.: 8:00 am to 4:30 pm
Thurs.: 8:00 am to 4:30 pm
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WE ACCEPT:



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

The Factory Warranty Continues All Of The Warranties With Respect To The Sale Of This Vehicle. The Seller Hereby Expressly DISCLAIMS All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose. And The Seller Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With The Sale Of This Vehicle.

X

ON BEHALF OF SELLING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE UNLESS OTHERWISE SPECIFIED. SERVICE DEPARTMENT WERE INFORMED AT NO CHARGE TO OWNER THAT THIS WAS NO WARRANTY FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE. IF ANY PARTY SUES FOR DAMAGES UNDER THIS CLAIM AND SUCH DAMAGES IN ANY WAY WERE NOT ACCIDENTALLY INCURRED OR CAUSED, THE SELLER WILL DEFEND AND HOLD THE BUYER HARMLESS FOR THE FULL TERM FROM THE DATE OF SALE. NOTIFICATION AT THE SELLING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

DEALER, SERVICE MANAGER OR APPROVED PERSON

BELLE VERNON PA

FORD C. Harper

C. HARPER FORD INC.
4048 Route 57 South
Belle Vernon, PA 15012
17241 929 2900

SERVICE ADVISOR MARK BELSKI

DATE IN	DATE READY	STOCK NO.	VEHICLE IDENTIFICATION	CUST. NO.	LAG NO.	FUL. AMT.	WORK ORDER	ADVANCE NO.
04AUG03	07AUG03		1FTNX21PX3				07AUG03	56918
TIME IN	TIME READY	YEAR	MAKE & MODEL	VEHICLE NO.	LEASER	WORKER	REPAIR	NO.
			2003 FORD F250 PICKUP		60.00	19MAY03	567	567
INVOICE IN	INVOICE OUT	INVOICE NO.						
1967	1967							

MP6C315 REPLACE CAM POSITION SENSOR
9609 JONES, MARK LIC#: 9609
WP94 1.00
1 3C3Z*6C315*AA SNS
ASY-CRSHT TIM
MT9E527 REPLACE FUEL INJECTOR
9609 JONES, MARK LIC#: 9609
WP94 2.00
1 JC3Z*9E527*AE NOZ
ASY-FU/INJ
6731A OIL FILTER ELEMENT - REPLACE (6731)
(-1)
9609 JONES, MARK LIC#: 9609
WP94 0.30
3 X0*15W40*5QSD OIL-ENG
LUB
1 3C3Z*6731*AA KIT-OIL
FLTR ELEM & GSRT
FC: D42 42
PART#: 3C3Z*9E527*AE
COUNT:
CLAIM TYPE:
AUTH CODE:

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

(N/C)

SERVICE HOURS

Mon.: 8:00 am to 4:30 pm
Tues.: 8:00 am to 4:30 pm
Wed.: 8:00 am to 4:30 pm
Thurs.: 8:00 am to 4:30 pm
Fri.: 8:00 am to 4:30 pm

Thank You For
Your
Business!

* PRE-INVOICE **

- * Early Bird Drop Off.
- * Shuttle Service Available.
- * Customer Lounge With Coffee & TV.
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WE ACCEPT:



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

The Factory Warranty Considered All Of The Warranties With Respect To The Sale Of This Vehicle. The Seller Hereby Expressly Declines All Warranties, Either Express Or Implied, Including Any Implied Warranty Of Merchantability Or Fitness For A Particular Purpose, And The Seller Holding Assumes Any Liability In Connection With The Sale Of This Vehicle.

IN FULL PAYMENT OF THE ABOVE CHARGES, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS WARRANTY AND AGREE TO BE BOUND BY THEM. I HAVE ALSO READ AND UNDERSTAND THE FACTS OF THIS TRANSACTION AND AGREE TO BE BOUND BY THEM. I HAVE ALSO READ AND UNDERSTAND THE FACTS OF THIS TRANSACTION AND AGREE TO BE BOUND BY THEM.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF ROANOKE

[REDACTED]
Plaintiff,

v.

CL03 000364

FORD MOTOR COMPANY

Defendant,

Serve:

Commonwealth Legal Services Corp.

4701 Cox Rd., Suite 301

Glenn Allen (Henrico County), VA 23060

and

VINTON MOTOR COMPANY

t/a VINTON MOTORS

Defendant.

Serve:

Alton B. Prillaman, Esq.

3912 Electric Road, SW

Roanoke (County), VA 24018

MOTION FOR JUDGEMENT

COMES NOW your plaintiff, [REDACTED], by counsel, and moves for judgment against your defendants, Ford Motor Company, and Vinton Motor Company, jointly and severally, and states the following in support thereof:

(1) On or about April 17, 2003, your plaintiff, purchased a 2003 year model Ford "F350" pickup truck (VIN#1FTWW33P73E [REDACTED]) from your defendant, Vinton Motor Company, a Ford dealership located in Vinton (Roanoke County), Virginia.

(2) The purchase price of the said pickup truck was \$45,214.00.

Christopher K. Kowalszak
Attorney at Law
P. O. Box 11571
Roanoke, VA 24002-1571

(3) Since your plaintiff's purchase of the said pickup truck on April 17, 2003, the vehicle has been taken back to Vinton Motor Company, or their designated repair agent, more than three times for repairs to the engine, in order for Ford Motor Company and/or Vinton Motor Company to conform the vehicle to the applicable warranty by repairing or correcting the defective engine.

(4) Despite the repeated efforts by Vinton Motor Company, or their designated repair agent, the same nonconformity continues to exist causing a significant impairment of the use, market value, and safety of the said vehicle.

(5) On or about July 19, 2003, your plaintiff notified Vinton Motor Company, in writing, that he was invoking the protections of Virginia's "lemon law" pursuant to §59.1-207.13 and § 59.1-207.14 of the Code of Virginia (1950), as amended.

(6) Notwithstanding the written notification as set forth herein in paragraph three, your defendants have failed to conform the said pickup truck to the applicable warranty.

WHEREFORE, your plaintiff, by counsel, moves for judgment, jointly and severally, against Ford Motor Company and Vinton Motor Company in the amount of FORTY-FIVE-THOUSAND-TWO-HUNDRED-FOURTEEN (\$45,214.00) DOLLARS plus reasonable attorney's fees, and his other associated costs incurred in bringing this action.

GROVER LEE LOVERN, JR.
v/a "G&L MOTORS"

By: 

Christopher K. Kowalczyk, Esq.
P.O. Box 11971
Roanoke, VA 24022
(540) 345-0101
Counsel for Plaintiff

Christopher K. Kowalczyk
Attorney at Law
P.O. Box 11971
Roanoke, VA 24022-1971

Robert M. Silverman, Esquire
Identification No. 55914
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
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ATTORNEY FOR PLAINTIFF

THIS IS AN ARBITRATION
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Amberg, Pennsylvania

v.

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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, 121 Ruth Street, Amberg, Pennsylvania 19526.

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 April 16, 2003, Plaintiff purchased a new 2003 Ford F-350, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTWW32P63E [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 \$43,280.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

8. The parties' bargain includes an express 4-year / 50,000 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 1
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. George D. Manderbach, 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 April 16, 2003, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S. §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

popping noise from engine, check engine light on, no-power condition, defective air conditioner and catalytic converter. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND
CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE

Attorney for Plaintiff

30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

VERIFICATION

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



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

32551

109209

A FORD DEALER YOU CAN RELY ON MANDERBACH FORD

Sales - Service - Leasing

4450 5th STREET HIGHWAY

P.O. BOX 70

TEMPLE, PA 19560

PHONE (610) 829-3883

F & A CODE: 01363

INVOICE

PAGE 1

SERVICE ADVISOR: 3308 TIM WALTER

HAMBURG, PA

HOME: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAX
7N TORREDO	03	FORD F350 DIESEL	1FTWW32P63E		243/246	

6APR2003	31MAR03	21:00	29APR03	VARI	CASH	05MAY2003
----------	---------	-------	---------	------	------	-----------

1:32 29APR03		14:50 05MAY03		OPTIONS: STK:3684 DLR:16P221		
				ENG:99P 6.0L V-8 DIESEL		
				TRN:44B 5-SPEED DIESEL AUTOMATIC TRANS A (More...)		
LINE OPCODE TECH TYPE HOURS				LIST	NET	TOTAL

A/G/S-POPPING NOISE FROM ENGINE

TROUBLE: ROAD TEST VERIFIED CONCERN PERFORM ON DEMAND TEST PASS ON DEMAND

RUNNING TEST PASS INJECTOR TEST PAS S GLOWPLUG TEST PASS NOISE

COMING FROM

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

5007WPC94

6.40 6.40

6005E3 KEY ON ENGINE OFF - KOBO INJECTOR

ELECTRICAL SELF-TEST - TEST - L

5007WPC94

6.40 6.40

6005E4 NBS TESTER - DATA LIST MONITORING - TEST -

L

5007WPC94

6.40 6.40

6005E5 GLOW PLUG SYSTEM OPERATION - TEST - L

5007WPC94

19.20 19.20

6005F ENGINE PERFORMANCE DIAGNOSTICS - 7.3L DI

TURBO ENGINE - DIAGNOSIS - L

5007WPC94

25.60 25.60

MP6A585 R & R ROCKER ASSEMBLY PUSH ROD & HEAD

BOLTS

5007WPC94

256.00 256.00

1 3C3Z*6A585*AA FLCH ASY-VLV RKR ARM

75.63 66.71 66.71

1 3C3Z*6565*AA ROD ASY-VLV PSB

8.63 7.62 7.62

1 3C3Z*6065*AA BLT-CYL MD

4.75 3.99 3.99

FC: N11 33

PART#: 3C3Z*6A585*AA

COUNT:

CLAIM TYPE:

AUTH CODE:

5007

ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PART NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

The factory warranty pertains only to the warranty with respect to the sale of this item. The dealer hereby expressly disclaims all warranties, other express or implied, including any implied warranty of merchantability or fitness for a particular purpose.



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

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

CUSTOMER COPY

PE04-870 1000

32551

109209

A FORD DEALER YOU CAN RELY ON MANDERBACH FORD

Sales - Service - Leasing

4460 5th STREET HIGHWAY

P.O. BOX 70

TEMPLE, PA 19680

PHONE (610) 928-3883

P & A CODE: 01383

INVOICE

PAGE 2

HAMBURG, PA

HOME: [REDACTED] BUS:

SERVICE ADVISOR: 3308 TIM WALTER

COLOUR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
FN TORONDO	03	FORD F350 DIESEL	1FTWW32P638		243/246	
1GAER2003	31MAR03		21:00 29APR03	VAR	CASH	05MAY2003
R.O./OPENED	READY	OPTIONS: STK:3684 DLR:16P221				
		ENG:99P 6.0L V-8 DIESEL				
11:32 29APR03	14:50 05MAY03	TRN:44B 5-SPEED DIESEL AUTOMATIC TRANS A (More...)				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET TOTAL

 ** SERVICE DEPARTMENT HOURS **
 ** Mon-Wed-Fri 7:30am - 5:00pm **
 ** Tue-Thur 7:30am - 8:00pm **
 ** Saturday 8:00am - 4:00pm **

 --Our Goal is your "COMPLETE SATISFACTION" --

IN BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO CUSTOMER. NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR RECORDS THAT ANY PART REPAIRED OR REPLACED HAS BEEN CONNECTED IN ANY WAY WITH ANY MANUFACTURER'S WARRANTY OR SERVICE RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT OF CASH AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLOSURE

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

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

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

PEM-070 1061

32551

113178

A FORD DEALER YOU CAN RELY ON MANDERBACH FORD

Sales - Service - Leasing

4460 6TH STREET HIGHWAY

P.O. BOX 70

TEMPLE, PA 19560

PHONE (610) 929-3883

P & A CODE: 01353

INVOICE

PAGE 1

HAMBURG, PA

HOME:

BUS:

SERVICE ADVISOR: 4882 ALLEN HAHN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/GUT	TAG
FM TOREDO	03	FORD F350 DIESEL	1FTWW32P63E		3969/3972	
DEL DATE	PROD. DATE	WARR. EXP.	FINANCE	PO	RATE	PAYMENT
16APR2003	31MAR03		21:00	04AUG03	VARI	CASH
R.D. OPENED	READY	OPTIONS	STK:3684	DLR:16F221		
11:48	04AUG03	15:21	12AUG03	ENG:99P 6.0L V-8 DIESEL		
				TRN:44B 5-SPEED DIESEL AUTOMATIC TRANS A (More...)		
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET
						TOTAL

A C/8 CHECK ENGINE LITE ON

CAUSE: ROAD TEST VERIFIED CONCERN PERFORMED EEC TEST RECD IVED CODES

P0238 P0478 P2263 PERFORM PINPOINT TEST & MONITOR PIDS TESTED

CAT CONVERTOR PO

12650D EEC (QUICK TEST) - DIAGNOSIS - L

1416WFC94

13.25 13.25

12650DK1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA

TIME TO REPEAT FINAL QUICK TEST

1416WFC94

6.62 6.62

12650D45 PIN POINT TEST - DIAGNOSIS - L

1416WFC94

19.87 19.87

12650D81 REORDER/MONITOR ROAD TEST - DIAGNOSIS -

L

1416WFC94

33.12 33.12

5212A CATALYTIC CONVERTER - DIAGNOSIS

(5E212/5F250) - L

4819WFC94

33.12 33.12

5212B CATALYTIC CONVERTER - REMOVE AND INSTALL OR

REPLACE (5E212/5E213/5F250/5G218) - L

4819WFC94

39.74 39.74

T 3C3Z*5E212*AA CONV ASY-EXH

815.20 684.77 684.77

CORE CHARGE W

75.00 75.00

9527A2T O-RING - FUEL INJECTION NOZZLE - REPLACE

(9229) - L

4819WFC94

64.00 64.00

8 3C3Z*9229*AA KIT-FU/INJ O/RG

3.92 2.74 21.92

8 VC*7*A ANTI/FZ (PREM. GOLD ENG. COOLA

2.17 2.17 17.36

1 FL*2016* KIT-OIL FLTR KLEN & GSXT

36.98 23.30 23.30

14 XO*15W40*QSD MOTOR OIL 15W40 1 QT SF/CD SUP

2.63 2.63 36.82

PC: B29 42

PART#: 3C3Z*5E212*AA

COUNT:

CLAIM TYPE:

AUTH CODE:

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

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

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

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

PE24-870 1002

32551

113178

A FORD DEALER YOU CAN RELY ON MANDERBACH FORD

Sales - Service - Leasing

4480 BIA STREET HIGHWAY

P.O. BOX 70

TEMPLE, PA 19560

PHONE (610) 329-3883

P & A CODE: D1383

INVOICE

PAGE 2

SERVICE ADVISOR: 4882 ALLEN HAHN

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
1983	FORD F350 DIESEL	1FTW132P63E		3969/3972	

FR2003	ELMAR03	21:00	04ADJ03	VARI	CASH	29ADJ2003
--------	---------	-------	---------	------	------	-----------

OPTIONS: STK:3684 DLR:16P221
 ENG:99P 6.0L V-8 DIESEL
 TRN:44B 5-SPEED DIESEL AUTOMATIC TRANS A (MORG...)
 3 OPCODE TECH TYPE HOURS LIST NET TOTAL

1416
 CS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

/S AC BLOW WARM

SE: VERIFIED CONCERN PRESSURE TEST AC SYSTEM EVAC & RE CHARGE AC

SYSTEM RECHECK OPERATION OK

19700A PRESSURIZE, LEAK TEST, DISCHARGE, EVACUATE

AND CHARGE AIR CONDITIONING SYSTEM. -

DIAGNOSIS - L

1416WFC94

18 YN*19* R134A A/C REFRIGERANT

RE: C02 42

RT# 19E889

COUNT:

CLAIM TYPE:

AUTH CODE:

1416

S: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

 ** SERVICE DEPARTMENT HOURS **
 ** Mon-Wed-Fri 7:30am - 5:00pm **
 ** Tue-Thur 7:30am - 8:00pm **
 ** Saturday 8:00am - 4:00pm **

---Our Goal is your COMPLETE SATISFACTION---

HALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE
 NATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
 IN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO
 A. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE
 LE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED
 THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
 ENT, NEGLIGENCE OR ABUSE RECORDS SUPPORTING THIS
 I ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT
 ICAION AT THE SERVING DEALER FOR INSPECTION BY
 FACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

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

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

SALES, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

PE04-878 1083

32551

114249

A FORD DEALER YOU CAN RELY ON

MANDERBACH FORD

Sales - Service - Leasing

4450 5th STREET HIGHWAY

P.O. BOX 70

TEMPLE, PA 19860

PHONE (810) 828-3883

F & A CODE: 01353

HAMBURG, PA

HOME: [REDACTED] BUS:

PAGE 1

SERVICE ADVISOR: 4882 ALLEN DAUM

MODEL :	YEAR :	MAKE/MODEL :	VIN :	1-CODE :	MESSAGE # :	DATE :
FN TORONTO	03	FORD F350 DIESEL	1FTWW32P63E			4457/4501
DESIGNATED :	BOOK DATE :	WARRANTY EXP. :	PROMISED :	PO :	RATE :	PAYMENT :
16APR0003	31MAR03	21:00 02SEP03			VARI	CASH
16APR0003	31MAR03	21:00 02SEP03			VARI	CASH
09:28:02SEP03	14:42 03SEP03	09:28:02SEP03				
LOWEST PRICE TECH TYPE HOURS						
A CHARGE LOOSE POWER AT TIMES						
CAUSE: ROAD TEST VERIFIED CONCERN CHK BASIC ENG OK PERFORM M EEC TEST						
RECEIVED CODES P0404 P0478 P2263 NEVLAS H PCM PER SSM 16839						
REPLACED EGR VALVE						
12650D EEC (QUICK TEST) - DIAGNOSIS - L						
1416WPC94						
12650DX1 EEC (QUICK TEST) - DIAGNOSIS - L EXTRA						
TIME TO REPEAT FINAL QUICK TEST						
1416WPC94						
12650DB4 PCM REPROGRAMMING - TEST - L						
1416WPC94						
MT9838A REPLACE ICP SENSOR						
1416WPC94						
1 3C3E*9F838*EA SENS ASY-FU/INT TIM(PRESSURE)						
MT9F452 DIAGNOSIS & REPLACE EGR VALVE						
1416WPC94						
1 3C3E*9F452*AB VLV ASY-E/G/R BK PRESS						
242.11 152.53 152.53						
PG: D42 42						
PARTS: 3C32*9F838*EA						
COUNT:						
CLAIM TYPE:						
AUTH CODE:						
1416						
ARTS: 0.00 LABOR 0.00 OTHER: 0.00 TOTAL LINE A: 0.00						

Completely Satisfied!

 ** SERVICE DEPARTMENT HOURS **
 ** Mon-Wed-Fri 7:30am - 5:00pm **
 ** Tue-Thur 7:30am - 8:00pm **
 ** Saturday 8:00am - 4:00pm **

 --Our Goal is your "COMPLETE SATISFACTION" --

IN REPLY OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE NOTED. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICE DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranty with respect to the sale of this Manderbach. The dealer hereby expressly disclaims all warranty other than that of implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor warrants any other person or agency for its sale of this Manderbach.

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

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

FEB-870 1884

strong
lot

1156

A FORD DEALER YOU CAN RELY ON
MANDERBACH FORD

4450 5th STREET HIGHWAY

PHONE (810) 929-3683

P & A CODE: 01353

SERVICE ADVISOR: 4002 HAHN, ALLEN

MR

BIS:

DEL DATE	PROD DATE	WARR. EXP.	PROMISE	PO NO.	RATE	PAYMENT	INV. DATE
APR2003 11:00	11/03		11:00 360CTU9		VARI	CASH	
W.O. UNPLD WADV OPT:ENG STR:3684 DLR:16F221 ENG:99P 6.0L V-8 DIESEL TRN:44B 5-SPEED DIESEL AUTOMATIC TRANS A (More...)							
VE OP CODE	PLAT TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS				
1			WFC94 TURBO HOSE BLEW OFF RUNS POOR AT TIMES FUEL SMELL IN OIL				

ADDED 10 GAL. FUEL TO VEHICLE

We Lease Cars & Trucks for Less

Heavy Duty Truck Service

五 _____

L/F	R/F
L/R	R/R
L/F	R/F
R/R	L/R

It states the hours published in the factory labor time guide, Chilton Manual, and/or Service Creek reflects an average time requirement for the performance of specific vehicle repairs, and which may differ more or less than the actual clock time in any given instance.

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

陳啟南先生 陳啟南先生 陳啟南先生 陳啟南先生 陳啟南先生

175

EXCELLENCE OF HEADMASTER

[illegible]

ANTHROPOMETRIC DATA

PRELIMINARY ESTIMATE •

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

x

0-11-2004 09:46:24

PEP4-070 1083

32551

116677

A FORD DEALER YOU CAN RELY!
MANDERBACH FORD

Sales - Service - Leasing

4480 5th STREET HIGHWAY

P.O. BOX 70

TEMPLE, PA 18600

PHONE (610) 820 3600

P & A CODE: 01353

INVOICE

PAGE 1

HAMBURG PA
HOME:

BUS:

SERVICE ADVISOR: 4805 MICHAEL KILCORE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	WARRANTY IN/OUT
FN TORRADO	03	FORD F350 DIESEL	1FTWW32P63E		7132/7132
16APR2003	31MAR03	21:00	15NOV03	VARI	CASH
N.O. OPENED	READY	OPTIONS:	STK:3684 DLR:16P221		10NOV200

25-28 03NOV03	15:16	10NOV03	TRN:44E 5-SPEED DIESEL AUTOMATIC TRANS A (Mile: ...)		
LINE	OPCODE	TECH	TYPE	HOURS	
					LIST NET TOTAL

A RIMS POORLY AT TIMES

CAUSE: CHECK SYSTEM PERFORMTSB 03 7 8 03 14 6 REPLACE # 3 COPPER ORING

NOT STRATED REPLACE 1 3 5 7 INJECTOR I EAKING THRU BODY OF

INJECTOR

MT9E527 REPLACE FUEL INJECTOR RINGS & NOZZLE

1416WPC94

1 FM*4* SOLV-BRK PRT CLNR

3.58 3.01 3.01

1 FM*4* SOLV-BRK PRT CLNR

3.58 3.01 3.01

1 DIESEL DYE DIESEL ENG DYE

17.00 16.00 16.00

4 3C3E*9E527*AB NOZ ASY-FU/INJ

284.15 284.15 1034.31

CORE CHARGE W

0.00 0.00 720.00

1 OSP OUT SIDE PART

3.00 3.00 3.00

1 2L1Z*9F479*AA MAP SENSOR

38.51 24.25 24.25

FC: D42 D1

PART#: 3C3Z*9E527*AB

COUNT:

CLAIM TYPE:

AUTH CODE:

1416

PARTS: 0.00 LABOR: 0.00 TOTAL LINE A: 0.01

B** REPLACE DEFECTIVE CAT CONVERTER

CAUSE: REPLACE DEFECTIVE CAT CONVERTOR RESTRICTED

5212A CATALYTIC CONVERTER - DIAGNOSIS

(5212/5212) - L

3326WPC94

1 3C3Z*5E212*AA CONV ASY-EXH

815.20 33.12 33.12

MTSE212 REPLACE CAT CONVERTOR

684.77 684.77

3326WPC94

66.24 66.24

FC: D42 55

PART#: 3C3Z*5E212*AA

COUNT:

CLAIM TYPE: SPW

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DECLARATION

The factory warranty constitutes all of the warranties with respect to the sale of this hardware. The dealer hereby expressly disclaims all warranties, either implied or explicit, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor disclaims any other promise or liability in connection with the sale of this hardware.

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

SIGNED: DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

PE04-070 1086

32551

.117982

A FORD DEALER YOU CAN RELY ON MANDERBACH FORD

Sales - Service - Leasing

4450 5th STREET HIGHWAY

P.O. BOX 70

TEMPLE, PA 19560

PHONE (610) 828-3683

P & A CODE: 01353

INVOICE

PAGE 1

HAMBURG, PA

HOME: [REDACTED] BUS:

SERVICE ADVISOR: 4805 MICHAEL J. KATZ

COLOR	YEAR	MAKE	MODEL	VIN	LICENSE	RELEASE NO.	DATE	TAG
FN TOREDO	03	FORD	F350 DIESEL	1FTW32P63E				
DEL DATE								
15 JAN 2003	15 MAR 01			21:00 OHDUC01				
N.O. OPENED	READY			OP: HONS	STK: 1684	DLR: 16F221		
17:58 08DEC03	12:36 23DEC03			ENG: 99P 6.0L V-8 DIESEL				
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	
1	ENGINE RUNS POORLY							

CAUSE: VERIFIED CUSTOMER'S CONCERN. REPLACED ENGINE.

MT6007 DISASSEMBLE ENGINE TO DETERMINE CONDITION

9716WFC94

1 3C3Z*6007*GA ENG ASY - A/P 6.0L DSL

12950.00 12950.00 12950.00

CORE CHARGE W

3200.00 3200.00

1 4C3Z*6C646*BA DCT ASY-ENG CHG AIR COOL

82.08 68.95 68.95

1 3C3Z*6C640*FA CONN-ENG CHG AIR COOL DCT

25.80 21.67 21.67

1 2L1Z*9F479*AA MAP SENSOR

38.51 24.26 24.26

1 VC*7*A ANTI/FZ (PREM. GOLD ENG. COOLA

2.17 2.17 2.17

FC: D50 42

PART#: 3C3Z*6007*GA

COUNT:

CLAIM TYPE:

AUTH CODE:

9716

ARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

SERVICE DEPARTMENT HOURS

Monday - Thursday 7:30am - 6:00pm

Friday 7:30am - 5:00pm

Saturday 8:00am - NOON

Our Goal is Friendly Excellent Service

IMPORTANT
YOU MAY RECEIVE A
CUSTOMER INTERVIEW
SURVEY FROM FORD MOTOR
CO. REGARDING YOUR SERVICE.
IF FOR ANY REASON YOU
CANNOT COMPLETE IT,
PLEASE RETURN IT TO US.

COMPLETELY SATISFIED
PLEASE CONTACT YOUR SERVICE MANAGER
OR FORD MOTOR SERVICE MANAGER
AT 800-975-3463
THANK YOU

12/8 - 12/12 - Ford Motor Company - Service Dept.
called @ which determined that work was being
done on engine & transmission to be replaced
Manderbach Ford Freight for new engine received 12/12 4:12
to replace engine & transmission 12/17

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE
INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO
OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE
VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED
UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS
CLAIM ARE AVAILABLE FOR 121 YEAR FROM THE DATE OF PAYMENT
NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY
MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER

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

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

DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

PE04-870 1087

LAW OFFICES OF WILLIAM R. MCGEE
 William R. McGee, State Bar No. 122153
 Jana L. Micak, State Bar No. 211084
 16855 West Bernardo Drive, Ste. 380
 San Diego, California 92127
 (858) 485-9332

CONFORMED COPY
 OF ORIGINAL FILED
 Los Angeles Superior Court

MAY 08 2003

John A. Clarke, Executive Officer/Clerk
 By SUE GARR Deputy

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF LOS ANGELES

BY FAX

[REDACTED]

Case No. BC295199

Plaintiffs,

COMPLAINT FOR RESTITUTION AND
 DAMAGES

v.

(VIOLATION OF THE SONG-BEVERLY
 CONSUMER WARRANTY ACT)

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

Defendants.

Plaintiff [REDACTED] allege as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are informed and believe, and thereon allege, 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 plaintiffs at this time and therefore plaintiffs sue those defendants by such fictitious names. Plaintiffs 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

COMPLAINT

COPY

PC04-070 1088

1 mentioned in this complaint within the course and scope of their respective authority and
2 with the full knowledge and consent of the other defendants. Furthermore, plaintiffs are
3 informed and believe and thereon allege that all acts of corporate employees as hereinafter
4 alleged were authorized or ratified by an officer, director or managing agent of the
5 corporate employer.

6 4. On or about January 21, 2003, plaintiffs purchased a new 2003 Ford 250,
7 VIN # 1FTNW21P83E [REDACTED]

8 5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act")
9 Civil Code sections 1790 et seq., the aforementioned vehicle constitutes "consumer goods"
10 used, bought or leased primarily for personal, family or household purposes and plaintiffs
11 have used the vehicle primarily for said purposes.

12 6. Plaintiffs are a "buyer" and/or "lessee" of consumer goods under the Act.

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

15 8. Defendant FORD MOTOR COMPANY offered an "express warranty" under
16 the Act.

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

21 10. The subject vehicle has suffered from a serious defect and nonconformity to
22 warranty, including, but not limited to, the following: engine/turboinjection and driveline
23 problems. The vehicle has spent over thirty (30) days in an authorized Ford dealership
24 undergoing repairs. The foregoing defect(s) and nonconformity(s) to warranty manifested
25 themselves within the applicable express warranty period.

26 11. Plaintiffs delivered the aforementioned vehicle to an authorized FORD
27 MOTOR COMPANY service and repair facility for repair of the aforementioned
28 nonconformity(s) on numerous occasions.

1 12. Defendant has been unable and/or has refused to conform plaintiffs' vehicle
2 to the applicable express and implied warranties under the Act after a reasonable number
3 of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the
4 use, value and/or safety of the subject vehicle to plaintiffs.

5 13. Notwithstanding plaintiffs' entitlement, defendant refused to comply with its
6 obligations under the Act to repurchase the vehicle and make restitution.

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

10 15. Plaintiffs are entitled to justifiably revoke acceptance of the aforementioned
11 vehicle under the Act.

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

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

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

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

23 WHEREFORE, plaintiffs pray for judgment against defendant as follows:

- 24 1. For rescission of the contract and restitution of all consideration;
25 2. For actual compensatory and general damages according to proof at time of
26 trial;
27 3. That such actual, compensatory and general damages be doubled and
28 awarded to plaintiffs as a civil penalty;

- 1 4. Prejudgment interest from date of rescission;
- 2 5. For attorney's fees incurred herein according to proof;
- 3 6. For costs of suit incurred herein; and
- 4 7. For such other and further relief as the Court deems just and proper.

5 DATED: May 5, 2003

LAW OFFICES OF WILLIAM R. MCGEE
Attorneys for Plaintiffs

By: 

WILLIAM R. MCGEE
JANA L. MICEK

STATE OF MINNESOTA

COUNTY OF ANOKA

DISTRICT COURT

TENTH JUDICIAL DISTRICT
Case Type - Contract

[REDACTED]
Plaintiff,

vs.

COMPLAINT

Ford Motor Company, a Delaware
Corporation licensed to transact business
in the State of Minnesota,

Defendant.

Plaintiff, [REDACTED] ("Plaintiff"), as and for his cause of action against

Defendant alleges as follows:

I.

At all times relevant herein, Plaintiff has resided at [REDACTED] in the
City of Inver Grove Heights, County of Dakota, State of Minnesota.

II.

Defendant is a Delaware corporation qualified to transact business in the State
of Minnesota. Defendant continually and systematically transacts business in the State
of Minnesota by selling motor vehicles to its authorized dealers in the State of
Minnesota, County of Anoka, which ultimately are sold by such authorized dealers to
Minnesota consumers.

III.

On March 31, 2003, Plaintiff purchased a 2003 F550 truck from Defendant's authorized dealer which was manufactured by Defendant. The vehicle identification number for said vehicle is 1FDAF56P43E [REDACTED]

IV.

Plaintiff took delivery of the subject vehicle on March 31, 2003.

V.

Plaintiff purchased with said vehicle a manufacturer's express new vehicle warranty.

VI.

The warranty purchased by Plaintiff is a "manufacturer's express warranty" and "warranty" as those terms are defined by Minn. Stat. § 325F.665 (Minnesota "Lemon Law") and 15 U.S.C. § 2301 et seq. ("Magnuson-Moss Warranty Act").

VII.

Since taking delivery of his new motor vehicle, Plaintiff experienced numerous warranted problems with his vehicle which substantially impair the vehicle's use and value to him. Said defects include, but are not necessarily limited to, front brakes sticking/squeak, air conditioning working improperly, rough running engine/improper engine idle, vehicle stalling, fuel leak, clunking in drive line, vibration at higher speeds, and rear axle springs creaking. Said defects continue, and problems/defects continue to develop.

**COUNT I - AGAINST DEFENDANT
VIOLATION OF MINN. STAT. §325F.665, SUBD. 2.**

VIII.

Plaintiff realleges Paragraphs I through VII if fully stated herein.

IX.

Plaintiff is a "consumer" as that term is defined under the Lemon Law.

Defendant is a "manufacturer" as that term is defined in the Lemon Law.

X.

Plaintiff reported the vehicle non-conformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty and during the two years following the date of original delivery of the new motor vehicle to Plaintiff.

XI.

Defendant failed to make the repairs necessary to conform Plaintiff's vehicle to the applicable express warranty.

XII.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 2 and, therefore, Plaintiff is entitled to be compensated in an amount to be determined at trial, plus reasonable attorney's fees and litigation costs incurred in bringing this action as set forth under the Lemon Law.

**COUNT II - AGAINST DEFENDANT
VIOLATION OF MINN. STAT. §325F.665, SUBD. 3.**

XIII.

Plaintiff realleges Paragraphs I through XII as though fully set forth herein.

XIV.

Defendant is unable to conform Plaintiff's new motor vehicle to the applicable express warranty by repairing or correcting the defects in Plaintiff's motor vehicle.

XV.

The defects in Plaintiff's motor vehicle substantially impair the use and/or market value of the motor vehicle to Plaintiff.

XVI.

Defendant has made a reasonable number of attempts to repair Plaintiff's vehicle, and the substantially impairing defects continue and defects continue to develop.

XVII.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 3, thereby entitling Plaintiff to a full refund, plus reasonable attorney's fees and litigation costs incurred in bringing this action as set forth under the Lemon Law.

**COUNT III - AGAINST DEFENDANT
VIOLATION OF 15 U.S.C. SECTION 2301 ET SEQ.
(MAGNUSON-MOSS WARRANTY ACT)**

XVIII.

Plaintiff realleges Paragraphs I through XVII as though fully set forth herein.

XIX.

Plaintiff's motor vehicle is a "consumer product" as that term is defined by the Magnuson-Moss Warranty Act.

XX.

Plaintiff is a "consumer" as that term is defined by the Magnuson-Moss Warranty Act.

XXI.

Defendant is a "warrantor" as that term is defined by the Magnuson-Moss Warranty Act.

XXII.

As set forth above, Defendant has failed to conform Plaintiff's motor vehicle to its written/express warranty.

XXIII.

Defendant has therefore violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiff to a vehicle replacement or refund at his choice, plus reasonable attorney's fees, litigation costs and loss of use damages as set forth in the Magnuson-Moss Warranty Act.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant for damages, attorney fees and litigation costs in a reasonable amount cumulatively in excess of \$50,000 and to be specifically proven at the time of trial, together with his pre-judgment and post-judgment interest and all other costs the Court deems just.

Dated: 12/3-103

HAUER, FARGIONE, LOVE,
LANDY & McELLISTREM P.A.

By T. E. Gadtko
Todd E. Gadtko, I.D. #278704
Attorneys for Plaintiff
5901 South Cedar Lake Road
Minneapolis, MN 55416
(952) 544-5501

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OGE MAW

[REDACTED]

Plaintiff,

v

CP

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

Defendants.

CONSUMER LEGAL SERVICES, P.C.
MARK ROMANO P-44014
CHRISTOPHER M. LOVASZ P-44472
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

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

COMPLAINT AND JURY DEMAND

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

1. Plaintiff is a resident of the City of Sterling, Arenac County, Michigan.

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

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

4. On or about January 31, 2003, Plaintiff purchased a new 2003 Ford F-250, VIN 1FTNW21P43E [REDACTED] (hereinafter referred to as "2003 F-250"), from the Seller which was manufactured by the Manufacturer (see copy of the Buyer's Purchase Agreement attached as Exhibit A).

5. Along with the sale of the 2003 F-250, Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranty).

CONSUMER LEGAL SERVICES

6. Plaintiff has taken the 2003 F-250 to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2003 F-250 include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice#</u>	<u>Complaint</u>
02/18/03	1,183	72272	<u>ENGINE DEFECT</u> : idles rough or will not idle at all; wires under vehicle hanging down too low
05/05/03	3,259	73626	<u>ENGINE DEFECT</u> : perform program
06/27/03	4,044	74671	<u>ENGINE DEFECT</u> : idle erratic and has no power pulling trailer
08/21/03	5,378	75705	<u>ENGINE DEFECT</u> : idles rough and lacks power; a/c inoperative

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

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

CONSUMER LEGAL SERVICES

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

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

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

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

12. The 2003 F-250 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2003 F-250 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2003 F-250 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

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

16. Plaintiff's 2003 F-250 has been subject to a reasonable number of repair attempts for the aforementioned defects:

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

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

CONSUMER LEGAL SERVICES

17. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

18. Manufacturer's attempted repair was unsuccessful as the 2003 F-250 continues to manifest the aforementioned defects.

19. The aforementioned defects substantially impair the use or value of the 2003 F-250 to the Plaintiff and/or prevent the 2003 F-250 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2003 F-250 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff, or

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

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

D. Incidental and consequential damages.

E. For prejudgment interest.

CONSUMER LEGAL SERVICES

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

COUNT II
BREACH OF CONTRACT

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though herein fully restated and realleged.

21. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2003 F-250 to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2003 F-250 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

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

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2003 F-250;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

CONSUMER LEGAL SERVICES

- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For costs and expenses, interest, and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

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

24. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though fully restated and realleged.

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

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

27. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

(b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

CONSUMER LEGAL SERVICES

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

(d) Failing upon return of the 2003 F-250 to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

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

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

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

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

COUNT IV RESCISSION OF CONTRACT

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

CONSUMER LEGAL SERVICES

30. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2003 F-250 to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

31. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2003 F-250 created a contractual relationship between the Manufacturer/Seller and Plaintiff.

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

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

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

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

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2003 F-250 to the Defendants;

CONSUMER LEGAL SERVICES

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2003 F-250;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

D. For incidental, consequential, exemplary and actual damages;

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

F. Such other relief this Court deems appropriate.

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

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

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

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

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

(a) The Manufacturer and Seller represented to Plaintiff the 2003 F-250 and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2003 F-250 and the warranty thereof were of a particular quality and standard and they were not.

CONSUMER LEGAL SERVICES

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2003 F-250, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2003 F-250.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2003 F-250 and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2003 F-250 to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2003 F-250 to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2003 F-250 to Plaintiff.

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

CONSUMER LEGAL SERVICES

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

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

40. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 39 as though herein fully restated and realleged.

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

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

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

44. The 2003 F-250 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

45. The 2003 F-250 was manufactured, sold and purchased after July 4, 1975.

46. The express warranty given by the Manufacturer pertaining to the 2003 F-250 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

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

CONSUMER LEGAL SERVICES

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2003 F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

49. The Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though herein fully restated and realleged.

50. MCLA 440.1203 provides that "every contract or duty within this act imposes an obligation of good faith in its performance or enforcement."

CONSUMER LEGAL SERVICES

51. Good faith is defined in the Michigan Uniform Commercial Code as "honesty in fact in the conduct or transaction concerned" [MCLA 440.1201(19)], and "in the case of a merchant means honesty in fact and the observance of reasonable commercial standards of fair dealing in the trade" [MCLA 4402103(1)(b)].

52. Implied in the agreement between the Plaintiff and all Defendants for purchase and/or repair of the 2003 F-250 was a covenant of good faith and fair dealing between the parties, wherein Defendants impliedly covenanted they would deal with the Plaintiff fairly and honestly and do nothing to impair, interfere with, hinder or potentially injure the rights of Plaintiff with respect to:

- (i) the preparation, inspection, and processing of said vehicle prior to delivery to Plaintiff;
- (ii) the delivery of said vehicle free from manufacturing or workmanship defects;
- (iii) the repair of said vehicle using good workmanship.

53. Defendants have breached their covenants of good faith and fair dealing by their actions as previously set forth herein, and in refusing to deal honestly and fairly with Plaintiff regarding the express and implied warranties covering the 2003 F-250 and the repair of the same.

54. The conduct of the Defendants as aforementioned is without just or reasonable cause, and the Defendants knew or now know that such conduct is contrary to the law and the terms and conditions of the express warranty on the 2003 F-250.

CONSUMER LEGAL SERVICES

WHEREFORE, Plaintiff prays that this Court award Plaintiff a judgment against all Defendants, in an amount equal to all monies paid on the 2003 F-250 and for all damages, including consequential and exemplary damages, together with interest, costs and actual attorneys' fees reasonably incurred as provided for by the appropriate statute or rule, and for such other legal and equitable relief as this Court may deem proper in an amount to be determined by the trier of fact exceeding TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), and other relief this Court deems fair and equitable.

COUNT VIII
REVOCATION OF ACCEPTANCE

55. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 54 as though herein fully restated and realleged.

56. Plaintiff accepted the 2003 F-250 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

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

59. The nonconformities substantially impaired the value of the 2003 F-250 to the Plaintiff.

CONSUMER LEGAL SERVICES

60. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of her purchase price for the 2003 F-250 and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

61. Manufacturer and Seller have nevertheless refused to accept return of the 2003 F-250 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2003 F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

**COUNT IX
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT**

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

CONSUMER LEGAL SERVICES

63. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2003 F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. Such other relief this Court deems appropriate.

COUNT X
BREACH OF EXPRESS WARRANTY

64. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 63 as though herein fully restated and realleged.

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

66. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

67. The 2003 F-250 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

CONSUMER LEGAL SERVICES

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

69. Plaintiff's purchase of the 2003 F-250 was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

70. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2003 F-250 free of charge to Plaintiff under specific terms as stated in the express warranty.

71. In fact, Plaintiff discovered the 2003 F-250 had defects and problems after Plaintiff purchased the vehicle as discussed above.

72. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

73. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2003 F-250.

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

75. The Manufacturer and Seller have failed to adequately repair the 2003 F-250 and/or have not repaired the 2003 F-250 in a timely fashion, and the 2003 F-250 remains in a defective condition.

CONSUMER LEGAL SERVICES

76. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2003 F-250's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

77. The 2003 F-250 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

78. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2003 F-250.

79. The Manufacturer and Seller induced Plaintiff's acceptance of the 2003 F-250 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

80. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2003 F-250 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

81. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2003 F-250 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

CONSUMER LEGAL SERVICES

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2003 F-250;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and actual attorneys' fees; and
- F. For such other relief this Court deems appropriate.

COUNT XI

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

83. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 82 as though herein fully restated and realleged.

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

85. The 2003 F-250 was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

CONSUMER LEGAL SERVICES

86. The 2003 F-250 was not fit for the ordinary purpose for which such goods are used.

87. The defects and problems hereinbefore described rendered the 2003 F-250 unmerchantable.

88. The Manufacturer and Seller failed to adequately remedy the defects in the 2003 F-250; and the 2003 F-250 continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller.

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

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

C. For a refund of the purchase price paid by Plaintiff for the 2003 F-250;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For consequential, incidental and actual damages;

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

G. Such other relief this Court deems appropriate.

CONSUMER LEGAL SERVICES

JURY DEMAND

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

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By: 

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

Dated: October 27, 2003

CONSUMER LEGAL SERVICES

IN THE SUPERIOR COURT
HAMILTON COUNTY, INDIANA

[REDACTED]
Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

No.

29002 - 0311 PL 921

COMPLAINT

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

PARTIES

1. Plaintiff [REDACTED] ("Plaintiffs"), are individuals
who were at all times relevant hereto residing in the State of Indiana.

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

BACKGROUND

3. On or about January 23, 2003, Plaintiffs purchased from Seller a 2003 Ford F350
("F350"), manufactured by Manufacturer, Vehicle Identification No. 1FTWX33P03E [REDACTED] for

valuable consideration (A copy of Plaintiffs' purchase contract is attached hereto and marked as Exhibit "A").

4. The price of the F350, including sales tax and excluding registration charges, document fees and other collateral charges, such as bank and finance charges, totaled more than \$38,845.45.

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

6. On or about January 23, 2003, Plaintiffs took possession of the F350 and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the F350.

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

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

- a. Defective engine as evidenced by running rough, smoke, an oil leak, missing, a hard start condition, low power, and a rough idle;
- b. Defective transmission as evidenced by slipping and hesitation;
- c. Defective exhaust system as evidenced by leaking; and
- d. Defective window as evidenced by scratches in the glass.

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

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

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

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

13. As a result of these defects, Plaintiffs revoked acceptance of the F350 in writing on August 26, 2003 (A copy of said letter is attached hereto and marked as Exhibit "B").

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

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

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

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

18. Prior to filing this Complaint, Plaintiffs submitted to Manufacturer's informal dispute resolution program and were unsatisfied with the results therein.

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

19. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

20. Plaintiffs are purchasers of a consumer product who received the F350 during the

duration of a written warranty period applicable to the F350 and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

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

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

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

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

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

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

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

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

2310(d), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

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

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

29. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

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

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

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

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

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

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

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

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

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

37. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

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

39. Manufacturer's tender of the F350, which was substantially impaired to Plaintiffs, constitutes a violation of 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

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

COUNT IV
INDIANA MOTOR VEHICLE PROTECTION ACT

40. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

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

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

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

WHEREFORE, Plaintiffs, CARL ABBOTT and SHELIA ABBOTT, pray for judgment against Manufacturer as follows:

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

JURY DEMAND

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

Respectfully Submitted,
CARL ABBOTT and SHELIA ABBOTT

By: 
Attorney for Plaintiffs

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